

MAP Protects our members

Below is a settlement agreement entered into by MAP, the Village of Winfield, and two of our chapter members who the village tried to coerce into divulging confidential information between the union and our members.

MAP filed a Federal lawsuit against the Village of Winfield shortly after they began an “investigation” into our members.

Court did not go well for them and they saw the light so to speak, and agreed to stop the interrogations, investigation, and not punish the members in question in this matter.

See an upcoming story in the *MAP Rap Sheet* later this fall for more information.

Settlement Agreement

This Agreement is made this 30th day of August, 2012

The parties to this Agreement are the METROPOLITAN ALLIANCE OF POLICE ("MAP" or "UNION"), JOSEPH GRIMALDI, SCOTT MIARA, STACY REEVER, and the VILLAGE OF WINFIELD ("VILLAGE").

The parties agree that they are dedicated to working cooperatively in a manner indicative of the professionals they represent and the citizens they mutually serve. Continuing to provide excellent police service to the citizens of the Village of Winfield is a priority shared by all parties involved in this matter. So as to avoid any future misunderstand, the parties enter into this agreement. By entering into this agreement, neither party admits any liability or wrongdoing. However, the parties do declare their renewed dedication to address their problems in an unambiguous, cooperative, and solution oriented manner.

The parties having agreed to settle the lawsuit filed by MAP, GRIMALDI, and MIARA (jointly referenced herein as "PLAINTIFFS"), commonly known as *MAP v. Village of Winfield, et al.*, Case No. 12-cv-6758, pending in the Federal District Court for the Northern District of Illinois, Eastern Division (the "Lawsuit") and agree as follows:

1. While the DEFENDANTS maintain that they engaged in no improper activity, DEFENDANTS agree they will take no adverse employment action against GRIMALDI or MIARA relating to their past activities, speech, or actions on the subject of contracting out the VILLAGE'S police services to the DuPage County Sheriff's Office or other outside agency.

2. While PLAINTIFFS maintain they have always spoken as representatives of the UNION, to avoid any perceived misunderstanding, PLAINTIFFS agree they will make clear when they speak on the issue of contracting out, they are doing so as representatives of the UNION or as private citizens. They will not, without express authority from the Chief of Police or his/her designee, identify themselves, or their message, as being on behalf of the VILLAGE or its Police Department.

3. The parties agree to meet on September 11, 2012, at 1:30 p.m. to engage in bargaining over the issue of contracting out of police services and other related matters to be determined by the parties. This shall include bargaining over the impacts and effects of contracting out of police services.

4. In consideration for the forgoing, PLAINTIFFS hereby release and forever discharge the DEFENDANTS and their heirs, representatives and assigns from any and all claims, demands, damages, costs, expenses, attorneys' fees, loss of services, actions and causes of action, arising from any act or occurrence up to the present time and particularly on account of all personal injury, emotional distress, loss of liberty, Civil Rights violation, constitutional

deprivation, disability, loss or damages of any kind already sustained or that they may hereafter sustain in consequence of the alleged violation of their Freedom to Speak and Associate and all related matters, including, but not limited to, those matters set forth in the Lawsuit.

5. The parties are responsible for their own costs and attorneys' fees.
6. The PLAINTIFFS agree to voluntarily dismiss their complaint in the lawsuit.