

AN AGREEMENT BETWEEN THE
VILLAGE OF WESTCHESTER AND
METROPOLITAN ALLIANCE OF
POLICE, WESTCHESTER POLICE
CIVILIAN CHAPTER 765



EXPIRING

April 30, 2024

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PREAMBLE

This Agreement is entered into by and between the VILLAGE OF WESTCHESTER, Cook County, Illinois (hereinafter called the "Village" or "Employer") and the Metropolitan Alliance of Police, Westchester Police Civilian Chapter 765 (hereinafter called "Union").

WITNESSETH:

SCOPE

WHEREAS, the Union has been officially certified by the Illinois State Labor Relations Board and the sole and exclusive bargaining agent of an appropriate bargaining unit; and

WHEREAS, this Agreement has as its purpose the promotion of harmonious relations between the Village and the Union; the establishment of equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and

WHEREAS it is the intention of this Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and employment conditions of the Employees covered by this Agreement, to prevent interruptions of work and interference with efficient operation of the Village, and to provide an orderly and prompt method for handling and processing grievances;

NOW, THEREFORE the parties agree with each other as follows:

ARTICLE I
RECOGNITION AND REPRESENTATION

Section 1.1 **Recognition**

The Village recognizes the Union as the sole and exclusive bargaining agent for all full-time employees of the Village of Westchester in the following titles: Community Service Officer, Records Clerk, and Senior Records Clerk employed by the Village of Westchester.

Excluded: All other individuals of the Village of Westchester, including part-time Administrative Clerks and all other part-time employees and all supervisory, managerial, and confidential employees as defined by the Act.

Section 1.2 **Probation**

Probationary employees shall be covered by the conditions set forth in this Agreement; provided, however that any disciplinary actions, including suspensions and discharge, shall not be subject to the grievance and arbitration procedure set for the herein. The probationary period shall be one year but may be extended by six (6) months upon mutual agreement of the parties.

ARTICLE II
NO DISCRIMINATION

It is the policy of the signatories hereto that the provisions of this Agreement be applied to all employees covered by said Agreement without regard to race, creed, color, age, sex, national origin, or physical handicap, all as defined by federal or state law.

ARTICLE III
GRIEVANCE PROCEDURE

Section 3.1 **Definition of Grievance**

A grievance is a difference of opinion between an employee or the Union and the Village with respect to the meaning or application of the terms of this Agreement, or with respect to the inequitable application of rules applicable to the employees covered by this Agreement which may be in effect from time to time.

Section 3.2 **Grievance Procedure**

Recognizing that Grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar days of the occurrence of the event giving rise to the grievance. A grievance shall be processed as follow:

STEP 1: The Village and the Union may mutually agree in writing that step 1 of the grievance set forth below may be bypassed if the circumstances so warrant.

To Immediate Supervisor. In writing between the employee accompanied by his representative, if he so desires, and immediate supervisor designated for this purpose. The immediate supervisor shall answer in writing within seven (7) calendar days of this discussion. If the immediate supervisor is a Lieutenant, the grievance may go directly to step 2.

STEP 2: Appeal to Lieutenant. If the grievance is not settled in Step 1 and the Union or the grievant appeal, they shall, within seven (7) calendar days from receipt of the Step 1 answer, appeal in writing to the Lieutenant. The grievance shall be discussed at a mutually agreeable time. If no agreement is reached in such discussion, the lieutenant will give his answer in writing, within seven (7) calendar days of the discussion.

STEP 3: Appeal to Chief of Police. If the grievance is not settled in step 2 and the Union or the grievant appeal, they shall, within seven (7) calendar days from receipt of the Step 2 answer, appeal in writing to the Chief of Police. The grievance shall be discussed at a mutually agreeable time. If no agreement is reached in such discussion, the Chief of Police will give his answer in writing, within seven (7) calendar days of the discussion.

STEP 4: Appeal to the village manager. If the grievance is not settled in Step 3 and the grievant decides to appeal, the Union shall, within seven (7) calendar days after receipt of the Step 3 answer, file a written appeal to the Village Manager. A meeting between the Village Manager, or his designee, and the Union will be held at a mutually agreeable time. If no settlement is reached at such meeting, the Village Manager, or his designee, shall give his answer in writing within ten (10) calendar days of the meeting.

STEP 5: Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the Village Manager within ten (10) calendar days after receipt of the Village's answer in Step 4. The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The Union shall strike one name and the Village shall then strike a second name: Union shall then strike a third name and the Village shall then strike a third name. The person whose name remains shall be the arbitrator; provided that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Village and the Union, requesting that he set a time and place for hearing, subject to the availability of the Village and Union representatives. The arbitrator shall have no right to amend, modify, nullify, ignore add to, or subtract from any provisions of the Agreement except if it is against public policy. He shall consider and decide only the specific issue submitted to him, and his decision and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The award of the arbitrator shall be final and binding. The costs of the arbitration, including the fee and expenses of the arbitrator, shall be divided equally between the Village and the Union.

Section 3.3 Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth in

Section 3.2. If a grievance is not appealed within the time limits for appeal set forth above, or at least reasonably close to those time limits, it shall be deemed settled on the basis of the last answer of the Village, provided that the parties may agree to extend any time limits. If the Village fails to provide and answer within the time limits so provided, the Union may immediately appeal to the next step.

Section 3.4 Investigation and Discussion

All grievance discussions and investigations of Union grievances shall take place in a manner which does not interfere with Village operations. Representatives of the Union shall be permitted to come on the premises of the Village for the purposes of investigating and discussing grievances if they first obtain permission from the Village Manager or his designated representative. Such visits shall not interfere with normal Village operations.

Section 3.5 Employer's investigation

Any investigation instituted by the Employer shall be concluded within one (1) year, provided that and affected employee shall be notified of the nature of investigations within thirty (30) days of the commencement of the investigation.

ARTICLE IV VACATION

Section 4.1 In accordance with applicable ordinances, employees covered by this agreement shall be entitled to a vacation as follows:

<u>Continuous Service</u>	<u>Length of Paid Vacation</u>
After 12 months	2 weeks
After 24 months	2 weeks
After 36 months	2 weeks
After 48 months	2 weeks
After 60 months	3 weeks
After 72 months	3 weeks
After 84 months	3 weeks
After 96 months	3 weeks
After 108 months	3 weeks
After 144 months	4 weeks
After 16 years	4 weeks + 1 day
After 18 years	4 weeks + 2 days
After 20 years	4 weeks + 3 days
After 22 years	4 weeks + 4 days
After 23 years	5 weeks

In order to be eligible for full vacation benefits under this Section, and employee must have been employed full time as such by the Village during the entire twelve (12) month period preceding

January 1 of the year in which the vacation is to be taken (the vacation year). If the employee was not employed as such by the Village during the entire twelve-month period preceding January 1 of the vacation year, he shall be entitled to a one (1) week vacation with pay if he has been continuously employed by the Village since on or before July 1 of the year preceding the vacation year. If he was employed after July 1 of the preceding year, he shall not be entitled to a vacation with pay during the vacation year, and any arrangements for time off with or without pay during the vacation year must be made with the Chief of Police or his designee and in accordance with other applicable provisions of the Agreement.

Vacations shall be selected in accordance with seniority, the most senior *employee* being granted first choice of vacation weeks, except that bargaining unit members shall be allowed to schedule no more than five (5) single vacation days per year.

Section 4.2 Only one employee from the Records Department, to include the Traffic Clerk and CSO, may be on vacation at the same time. There will be no overlapping of vacations between employees in the same department unless an employee request such overlapping subject to the Police Chiefs discretion of either approving or denying such a request.

Section 4.3 **Vacation Benefits at Separation**

Any bargaining unit member shall be compensated for vacation leave earned and unused at the date of such employee's separation or resignation. In the event of separation due to the death of the employee, such compensation shall be paid to the employee's beneficiary.

ARTICLE V
WAGES

Section 5.1 **Salary Schedule.**

A. Employees covered by this Agreement, will be paid annual salaries as follows:

Level	Description	Effective 5/1/2021 (3.0%)	Effective 5/1/2022 (3.0%)	Effective 5/1/2023 (3.0%)	Effective 5/1/2024 (3.0%)
1	hiring	48,505	\$49,960	\$51,459	\$53,003
2	6 months	\$50,650	\$52,170	\$53,735	\$55,347
3	12 months	\$52,797	\$54,381	\$56,012	\$57,692

4	24 months	\$54,407	\$56,039	\$57,720	\$59,452
5	36 months	\$57,084	\$58,797	\$60,561	\$62,378
6	48 months	\$59,228	\$61,005	\$62,835	\$64,720
7	60 months	\$63,518	\$65,424	\$67,387	\$69,409

B. **Rate of Pay Calculation.** The hourly rate for any employee in the bargaining unit shall be based upon the following formula:

$$\frac{\text{ANNUALIZED SALARY (per 5.1)}}{2080 \text{ HOURS per YEAR}} = \text{HOURLY RATE}$$

ARTICLE VI **INSURANCE**

Section 6.1 Coverage & Contributions

The Employer shall provide for each employee a term life insurance policy in an amount of fifty thousand dollars (\$50,000). In addition, the Employer shall provide for each employee accidental death and dismemberment insurance in the same amount at Employer expense. The Employer shall allow employees collectively to purchase at the employee's expense additional life insurance or accidental death and dismemberment insurance in accordance with Employer established programs. Premiums for this additional coverage shall be paid through regular payroll deductions. The Village maintains the right to change insurance carriers or otherwise provide for coverage as long as the level of benefits remains substantially the same.

At the request of any Employee, the Employer shall provide single coverage under the HMO plan and under the dental insurance plan to the Employee. Effective June 1, 2022, the Village will pay 88% of the cost of coverage and the employee will pay 12% of the cost through payroll deductions. Effective May 1, 2023, the Village will pay 86% of the cost of coverage and the employee will pay 14% of the cost through payroll deductions. Effective April 30, 2024, the Village will pay 84% of the cost of coverage and the employee will pay 16% of the cost through payroll deductions.

At the request of any Employee, the Employer shall provide single coverage under the PPO plan and under the dental insurance plan to the Employee. Effective June 1, 2022, the Village will pay 88% of the cost of coverage and the employee will pay 12% of the cost through payroll deductions. Effective May 1, 2023, the Village will pay 86% of the cost of coverage and the

employee will pay 14% of the cost through payroll deductions. Effective April 30, 2024, the Village will pay 84% of the cost of coverage and the employee will pay 16% of the cost through payroll deductions.

At the request of any Employee, the Employer shall provide coverage under the HMO plan and under the dental insurance policy and a comprehensive medical insurance policy including major medical coverage as provided to the Employee, to any eligible dependent of the Employee participating in such plans. Effective June 1, 2022, the Village will pay 88% of the cost of coverage and the employee will pay 12% of the cost through payroll deductions. Effective May 1, 2023, the Village will pay 86% of the cost of coverage and the employee will pay 14% of the cost through payroll deductions. Effective April 30, 2024, the Village will pay 84% of the cost of coverage and the employee will pay 16% of the cost through payroll deductions.

At the request of any Employee, the Employer shall provide coverage under the PPO plan and under the dental insurance policy and a comprehensive medical insurance policy including major medical coverage as provided to the Employee, to any eligible dependent of the Employee participating in such plans. Effective June 1, 2022, the Village will pay 88% of the cost of coverage and the employee will pay 12% of the cost through payroll deductions. Effective May 1, 2023, the Village will pay 86% of the cost of coverage and the employee will pay 14% of the cost through payroll deductions. Effective April 30, 2024, the Village will pay 84% of the cost of coverage and the employee will pay 16% of the cost through payroll deductions. The Employer's complete health and hospitalization coverage, in effect on July 1, 2013, shall remain in effect during the term of this Agreement; provided, however, the Employer may change carriers or the program once annually during the term of this Agreement, or self-insure, if desired, provided the benefits remain substantially the same.

Village will offer the members of the bargaining unit a high deductible plan (HDP) insurance package. The Village will pay 90% of the premium cost and the employees will pay 10% for either single coverage or dependent coverage, for whichever coverage the employee selects. In 2013 and thereafter, the reimbursements by the Village shall be up to \$2,000.00/single and \$4,000.00/family. The Village shall be required to require such reimbursements to be paid within thirty (30) days of the transmittal of the request to the Village's third-party administrator.

If the Village offers the HDP while a Health Savings Account (HSA) component, bargaining unit members shall not be allowed to participate in any other Village insurance plan other than such HSA plan, and the Village shall be required to deposit into the employee's HSA \$2,000 for single coverage or \$4,000 for family coverage, each year that an employee participates in such HSA plan. The premium contributions for such HSA plan shall be 90% to the Employer, and 10% to the employee, payable through payroll deductions.

Notwithstanding anything to the contrary in this Article, the Village may make such changes as it reasonably believes are necessary to insurance benefit levels, in order to comply with the Affordable Care Act and further to provide that such coverage will (1) avoid the imposition, directly or indirectly, of an excise tax for high-cost coverage ("Cadillac Tax") under the Affordable Care Act ("ACA") or any similar state or federal legislation or regulation; or (2) ensure that the Village is not subject to any penalties or fees because employees are eligible to obtain insurance

or insurance subsidies through a health insurance exchange, in accordance with the ACA or any other federal or state health care law(s). If such changes are deemed necessary by the Village, the Village will provide the Union with written notice of such proposed changes and provide evidence supporting the need for the changes and an opportunity to discuss the changes with the Village, prior to their adoption.

The Village shall not be required to offer any group health insurance plan that will be in effect on or after January 1, 2018 that will be subject to a Cadillac Tax under the ACA or any similar state or federal legislation or regulation, except that if the Village does offer a group health insurance plan that is subject to such Cadillac Tax on or after January 1, 2018, employees who are enrolled in such plan shall be required to pay, as additional health insurance premium contributions, in addition to the employee premium contributions set forth above, an amount equal to any Cadillac Tax.

The Village shall offer the members of the bargaining unit the same group health insurance plan that may replace any plan that is subject to the Cadillac Tax that the Village offers its non-union employees.

Section 6.2 Termination of Coverage

Benefits for life, medical, dental and accidental death and dismemberment shall terminate immediately upon resignation or termination. Employees shall, however, be afforded all rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 and any amendments to that statute.

Section 6.3 Pensioned Employee

Any pensioned employee shall be eligible to make application for conversion of benefits at his or her expense consistent with applicable laws. The Employer agrees to make its best effort to help secure such conversion benefits if requested by the employee provided that the conversion program is authorized by the Illinois Municipal Retirement Fund (IMRF).

Section 6.4 Temporary Coverage

Any employee on leave of absence with or without pay or on temporary leave or on an extended disability leave shall have life, dental, medical and accidental death and dismemberment benefits as determined by the Village Manager consistent with law. Such options of the Village Manager may include:

- A. Full benefits at Employer's expense; or
- B. Full benefits at employee's expense; or
- C. Conversion privileges at Employer's expense; or
- D. Conversion privileges at the employee's expense.

Section 6.5 Termination of All Benefits

Notwithstanding the above, the Village Manager shall not grant benefits at the Employer's expense for a period exceeding thirty (30) days without first securing the approval of the President and Board of Trustees. An employee disputing the decision of the Village Manager may appeal his or her decision to the President and Board of Trustees.

ARTICLE VII HOLIDAYS AND PERSONAL DAYS

The following, and any other days that may be designated by the Village, are holidays for members of the bargaining unit, for which employees will receive the day off without loss of pay ("holiday pay"):

New Year's Day (Observed)
Martin Luther King, Jr. Day
Presidents Day
Memorial Day
Independence Day (Observed)
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve (Observed)
Christmas Day (Observed)

In addition, employees shall receive three (3) personal days per year, which shall be granted upon seven (7) days' notice to the Village.

After ten (10) years of employment, employees shall receive four (4) personal days per year, which shall be granted upon seven (7) days' notice to the Village.

Any member of the bargaining unit who is scheduled to work on one of the above- listed holidays shall receive, in addition to the holiday pay, payment for all hours worked on that holiday at the overtime rate.

ARTICLE VIII BEREAVEMENT LEAVE

When a death in an employee's immediate family (i.e., employee's mother, father, mother-in-law, father-in-law, spouse, brother, sister, child or grandparents, including in-law and step relationship where applicable), an employee covered by this Agreement, upon request, will be excused for up to three (3) work days for the purpose of attending the funeral. An eligible employee shall be paid his normal daily rate of pay for any day or days on which he is excused and but for such excuse would have been scheduled to work. An otherwise eligible employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

When special circumstances warrant, an employee may request up to two (2) additional workdays of accrued leave, other than sick leave; subject to approval by the Chief of Police or his designee. The Chief of Police may, at his sole discretion, require evidence to substantiate the eligibility for paid bereavement leave.

An employee may request one (1) workday of accrued leave, other than sick leave; subject to approval by the Chief of Police or his designee, for a death in the employee's extended family as defined as aunt, uncle, cousin, including in-law and step relationships when applicable.

ARTICLE IX

SICK LEAVE & DISABILITY POLICY

The Village shall grant a sick leave policy, which provides full time employees eligibility for up to six (6) sick leave days per year. The Village will also continue in effect the employee disability policy dated January 1, 1979, which provides disabled employees a certain number of weeks at full pay and a certain number of weeks at half pay except as amended.

- (a) To reload to the maximum benefits, the employee would have to return to work for 52 consecutive weeks after the last date of utilizing full time disability benefits. It is the parties understanding that the 52 consecutive weeks would not be interrupted by an employee taking sick time, vacation time, personal days or any other accrued leave time.
- (b) The term "disability" shall be inclusive of any illness, physical or mental impairment which keeps an employee from performing his/her duty.
- (c) All claims for disability pay shall require completion of the Employee Medical Report, attached to the contract as Appendix "C". In cases where there is a question as to the employee's eligibility for this disability program, the Union and the Village shall agree on a doctor or clinic that will provide the employee timely access to facilities for examination, to be utilized to verify disability claims when the Village asks for them. It is the Village's responsibility for the cost of this additional examination.
- (d) At the option of the employee, to be exercised at the end of each calendar year, an employee may contribute a maximum of six (6) unused sick days per year to his disability leave accumulation, or "Roll Over" to personal bank or receive, in the alternative, up to three (3) days (24 hours) pay at his regular straight-time hourly rate to be paid on January 15th of each year.
- (e) Employees shall not be eligible for disability benefits pursuant to this Article IX, unless the employee has used all of his/her allocated sick leave time for that year, not to exceed twenty-four (24) hours, and those sick leave hours used shall not be restored. If an employee has less than sixteen (16) hours of sick leave remaining, the employee shall be required to use compensatory time prior to being eligible for

disability benefits, and such compensatory time used shall not be restored.

Example 1. An employee who has 48 hours of sick leave remaining will be required to use 24 hours of sick leave, before being eligible for disability benefits.

Example 2. An employee who has 24 hours of sick leave remaining will be required to use 24 hours of sick leave, before being eligible for disability benefits.

Example 3. An employee who has 16 hours of sick leave remaining will be required to use 16 hours of sick leave, before being eligible for disability benefits.

Example 4. An employee who has 15.5 hours of sick leave remaining and also has 8 hours of compensatory time available will be required to use 15.5 hours of sick leave and .5 hours of compensatory time, before being eligible for disability benefits.

Example 5. An employee who has 15.5 hours of sick leave remaining but no compensatory time available will be required to use 15.5 hours of sick leave, before being eligible for disability benefits on the third day.

Example 6. An employee who has 10 hours of sick leave remaining and 4 hours of compensatory time available will be required to use 10 hours of sick leave and 4 hours of compensatory time, before being eligible for disability benefits on the third day.

Example 7. An employee who has no sick leave remaining, but 20 hours of compensatory time available will be required to use 16 hours of compensatory time, before being eligible for disability benefits.

Example 8. An employee who has no sick leave remaining and no compensatory time available will be eligible for disability benefits on the third day, without loss of compensation for the first two (2) days.]

ARTICLE X

FAMILY AND MEDICAL LEAVE

- (a) Eligible employees who have been employed by the Village for at least one (1) year and who have worked at least 1250 hours during the preceding twelve (12) month period, may be granted family and medical leave pursuant to and in accordance with the Family and Medical Leave Act of 1993 (29 U.S.C. §2601 *et seq.*), the Pregnancy Discrimination Act of 1978 (42 U.S.C. §2000e(k)), and the administrative regulations on sex discrimination that address pregnancy, childbirth and child rearing (56 Ill. Admin. Code §5210.110) pursuant to the Illinois Human Rights Act (775 ILCS 5/1- 101 *et seq.*). For employees not eligible for family and medical leave, the Village shall review the individual circumstances and business considerations involved on a case-by-case basis and in accordance with the law and Village policy.

Family or medical leave pursuant to this policy shall be unpaid leave. If the leave is requested for an employee's own health condition, the employee shall be required to use all of his paid vacation leave, sick leave, personal leave, or other applicable accrued leave as part of their FMLA leave. The remainder of the leave period will then consist of unpaid leave.

- (b) Terms of Leave: Employees who meet the applicable time-of-service requirements may be granted a total of twelve (12) weeks unpaid family and medical leave, paid sick leave, vacation leave and personal leave, combined, during any 12-month period, for the following reasons:

1. Birth of the employee's child and care for the newborn child;
2. Placement of a child with the employee for adoption or foster care;
3. Care for a spouse, child or parent who has a serious health condition; or
4. Serious health condition that renders the employee incapable of performing the functions of his or her job.

For purposes of this policy, the Village will use a rolling 12-month period measured backward from the date an employee uses any family and medical leave. Any leave taken for the birth or care of a child or the placement of a child for adoption or foster care must be completed within one year after the date of birth or placement.

- (c) Notice to the Village: An employee wishing to take FMLA leave for a foreseeable event must make reasonable efforts to schedule the leave so as to cause the least disruption to the Village's business. An employee intending to take family or medical leave because of an expected birth or placement or because of a planned medical treatment must submit an application for leave at least thirty (30) days before the leave is to begin. Failure to provide advance notice may result in the denial or deferral of the requested leave. An employee wishing to take FMLA leave for an unforeseeable event must provide written notice to his or her supervisor as soon as practicable.

An employee requesting leave due to a serious health condition must provide the Village with a written medical certification (on a form available from the Village), completed by the employee and his or her health care provider. The certification must state (1) the date on which the serious health condition began; (2) the probable duration of the condition; (3) appropriate medical facts regarding the medical condition. If the reason for a proposed leave is the employee's own serious health condition, then the written medical certification must also include a statement that the employee is unable to perform his or her job. If the reason for a proposed leave is the serious health condition of an employee's child, spouse or parent, then the written medical certification must include a statement that the serious health condition requires the employee to provide care for that person, and an estimate of

how long such care may continue.

- (d) Benefits during leave: During a period of family or medical leave, an employee will be retained on the Village's group health plan under the same conditions that applied before leave commenced. To continue health coverage, the employee must continue to make any contributions that he made to the health plan before taking leave. Failure of the employee to pay his share of the health insurance premium may result in loss of coverage.

If the employee fails to return to work after the expiration of the leave, the employee will be required to reimburse the Village for payment of health insurance premiums during the family or medical leave, unless the reason the employee fails to return is the presence of serious health condition which prevents

Section 15.3 Employee indemnification

The Village will continue, for the life of the Agreement, its current policy of defending employees sued for actions taken within the scope of their authority, where the employee cooperates with the Village in defense of the action. This Article shall neither add to nor detract from an employee's current protection as now provided by the Village or Illinois statutes, nor shall it apply when an employee has engaged in willful and wanton misconduct.

Section 15.4 Jury Duty

An employee who is required to appear for or serve on a jury shall receive his regular pay and benefits while so serving, provided that the employee shall be required to endorse any jury duty remuneration over to the Village. This section is limited to an employee's scheduled workday.

Section 15.5 Military Leave

Employees shall be granted military leave in accordance with law.

Section 15.6 Tuition Reimbursement

The Village shall reimburse any employee for the cost of tuition and books for directly job-related courses, approved in advance by the Chief of Police or his designee, in which the employee received at least a "C" or "Pass" (in a Pass/Fail course) grade. Prior to April 1 of any year, approval of the Village shall be obtained by the employee before the desired course(s) are taken. The Village may require appropriate proof of enrollment and grade (*i.e.*, transcript).

Section 15.7 Training Pay

When an employee is assigned by the Department to mandatory off-duty training, all time actually spent in training shall be counted as hours worked for the purpose of computing overtime pay. In the event travel to training exceeds 15 miles from Village Hall, the Village will pay the prevailing I.R.S. mileage rate in excess of 15 miles, to and from the training, *if* an employee uses his own

personal car. If the employee is required to travel outside of a 35-mile radius of the Village, the employee shall receive two (2) hours of compensatory time for that travel.

Section 15.8 Light Duty

Employees who are physically unable to perform their normal job duties may be placed on light duty assignment, if the Police Chief determines that there is light duty work available at the time and that the employee is medically capable to performing light duty. It is understood that the determination as to whether an employee from performing his or her job or is due to circumstances beyond the employee's control.

Consistent with Village policy regarding all types of leave, an employee is not entitled to the accrual of any seniority or employment benefits that would have accrued if not for the taking of leave. An employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date leave began, except for such paid leave benefits used, as required under paragraph A hereinabove.

- (e) Return From Leave: An employee eligible for family and medical leave, with the exception of those employees designated as "highly compensated employees," will be restored to his former position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The Village cannot guarantee that an employee will be returned to his former position. The Village will make a determination as to whether a position is an equivalent position.

The failure of an employee to return to work upon the expiration of a family or medical leave of absence will subject the employee to termination unless an extension is granted. An employee, who requests an extension of family leave or medical leave due to the continuation, recurrence or onset of his own serious health condition, or of the serious health condition of the employee's spouse, child or parent, must submit a request for an extension in writing to the Village Manager's office. This written request should be made as soon as the employee realizes that he will not be able to return at the expiration of the leave period.

- (f) Administrative Regulations: The Village Manager shall develop administrative regulations to implement this policy. (42 U.S.C. §2000 e{k); 29 U.S.C. §2601 *et seq.*; 775 ILCS 5/1-101 *et seq.*; 56 Ill. Admin. Code §5210.110; 105 ILCS 5/10-22.4, 24-6 and 24-13).

ARTICLE XI

HOURS OF WORK AND OVERTIME

Section 11.1 Normal Work Week and Work Day

The normal workweek shall be forty (40) hours per week and the normal workday shall be eight (8) hours. The shifts, work days, and hours to which employees are assigned shall be stated on a departmental work schedule.

Should it be necessary in the interest of efficient operations to establish different shift starting or ending times of schedules, the Village, in so far as it is practical, will notify the affected individuals of such changed in a timely manner.

Section 11.2 Overtime Assignment

The Chief of Police or his designee shall have the right to require overtime work, and employees may not refuse overtime assignments. Whenever practical, overtime will be scheduled on a voluntary basis, except for emergency situations or except when qualified volunteers are not available.

Section 11.3 Overtime Pay

Employees covered by the terms of this Agreement shall be paid overtime, at the rate of time and one-half (1-1/2 times) their regular hourly rate of pay, for all hours worked in excess of eight (8) hour days and/or forty (40) hour work week. For purposes of calculating overtime, all compensated hours shall be counted. Overtime shall be computed on the basis of fifteen (15) minute segments, using FLSA rounding rules.

Section 11.4 Callback Pay

An employee covered by this Agreement who is called out to work after having left work shall receive time and on-half for all hours of call-out, with a minimum of two (2) hours pay at time and one-half. This minimum guarantee does not apply if the call-out extends to the employee's regular work shift. When calling back bargaining unit members, the Employer shall allow at least 15 minutes to elapse in order to allow the employee to respond to such call-back, before proceeding to call the next employee for such assignment.

Section 11.5 Lunch Periods and Rest Periods

Employees will receive one 30-minute lunch period and two 15-minute rest periods per shift, as scheduled by the Village unless not allowed due to an emergency. The Department reserves the right to modify or combine lunch and rest periods when an employee is working alone.

Section 11.6 Compensatory Time

Employees shall be permitted to elect to take compensatory time off in lieu of pay for overtime hours worked under Section 11.3 (Overtime Pay) Article VII (Holiday Pay), provided that no employee shall be permitted to accumulate compensatory time off in excess of forty-eight (48) hours. In addition, employees will not be allowed to earn more than forty-eight (48) hours of compensatory time per contract year (e.g., an employee who earns 28 hours of compensatory time and uses 8 hours can only earn an additional 20 hours of compensatory time in that contract year). Compensatory time off shall be earned at the rate of one and one-half (1-1/2) times the overtime hours actually worked. Employees will be permitted to take compensatory time off requested by the employee and as scheduled by the Police Department in accordance with the needs of the

Department, however, there shall be a limit of no more than one (1) bargaining unit member who may be off of work for compensatory time at the same time. Compensatory time off must be used in segments of one hour or more. The Department reserves the right to request seven (7) days' advance notice of scheduling compensatory time off, but will permit lesser notice, at the discretion of the Department, if manpower needs can be met. If compensatory time is not granted the employee must report on time for his duty shift. An employee may request payment of compensatory time off at any point during the contract. Said payment shall be made at the employee's regular hourly rate of pay pursuant to this agreement. The employee must make said request in accordance with Departmental policy and with approval of the Police Chief. Compensatory time shall not be carried over from one contract year to the next, and any accumulated compensatory time that is not used prior to April 30 shall be paid to the employee in the following May, at the rate at which such compensatory time was earned.

Section 11.7 No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE XII EMPLOYEE SECURITY

Section 12.1 Just Cause Standard

No employee covered by the terms of this Agreement who has completed the probationary period shall be suspended, relieved of duty, disciplined in any manner, or discharged without just cause.

Section 12.2 Personnel Files

The Employer's personnel files, disciplinary history, and investigative files (except pending investigations) which are maintained by the Village relating to any employee covered by this Agreement shall be available for inspection by the employee or authorized Union representative (if the employee gives written authorization) during business hours and upon reasonable notification of such request.

Section 12.3 Rights to Copies and Rebuttals

An employee shall be entitled to a copy of any material contained in said files, except information regarding reference checks, responses or information which was provided with the specific request that it remain confidential.

In the event that the employee's file contain material which is adverse to the employee, then said employee shall have the right to have placed in the file a written rebuttal to the adverse material.

Section 12.4 Destruction of Material

Any information of an adverse nature which is unfounded, exonerated or otherwise not sustained shall not be maintained in any file, nor used against any employee in any future proceeding.

ARTICLE XIII **SENIORITY**

Section 13.1 Definition

Seniority is defined as continuous length of service as a full-time Employee for the Village from the date of last hire; provided, however, in the event an employee has a break in service and that gap in service is bridged (in the sole discretion of the Village), said Employee shall be eligible for vacation and longevity pay eligibility based upon the employee's overall service.

Section 13.2 Seniority List

The Employer shall prepare a list setting forth the present seniority dates of all Employees covered by this Agreement, which shall become effective on or after the date of the execution of this Agreement. Such list, attached as Appendix "A" shall finally resolve all questions of seniority affecting Employees covered under this Agreement or employed at the time the Agreement becomes effective, including shift selections and scheduling of vacations and holidays. Disputes as to seniority listing shall be resolved through the grievance procedures.

Section 13.3 Termination of Seniority

An employee shall be terminated by the Employer and the seniority broken when the employee:

1. quits; or
2. is discharged for just cause; or
3. is laid off pursuant to the provisions of the applicable agreement a period of twenty-four (24) months; or
4. accepts gainful employment while on approved leave of absence from the Village;
or
5. is absent for three (3) consecutive days without proper notification or authority unless the employee is incapacitated and unable to give notification.

Section 13.4 Unpaid Leave

Employees will not continue to accrue seniority credit when on authorized unpaid leave of absence. However, the employee may continue to participate in the Village group insurance plans by paying the entire premium.

ARTICLE XIV

UNIFORM SYSTEM

Section 14.1 A quartermaster system shall be established, which shall provide that employees have the following dress components:

Long sleeve shirts	(3)
Short sleeve shirts	(3)
Pairs of pants	(3)
Basket weave belt	(1)
Pair of shoes	(1)

Section 14.2 Uniform components which through normal use have been determined by the Employer to be unserviceable will be turned in for replacement.

Section 14.3 Any dress components not set forth above, but required by the Employer, shall be provided by the Employer.

Section 14.4 The Employer agrees to pay for reasonable tailoring and alterations by way of an account established with a local merchant tailor, or by reimbursement to the Employee, as determined by the Employer. Such reimbursement shall be made within a reasonable period of time.

ARTICLE XV

GENERAL PROVISIONS

Section 15.1 Union Bulletin Board

The Village will make available one bulletin board to be used for the posting of notices of Union meeting, Union elections, and other official Union activities; provided, however, that no notices of a partisan political or inflammatory nature shall be posted. Such notices shall be subject to permission of the Chief of Police provided that such permission shall not be unreasonably withheld. The bulletin board shall be made available in the records department.

Section 15.2 Union Chapter President

The president of the local Union chapter (or his designee) shall be allowed to attend a Union meeting with pay once each quarter (maximum of 4 per year) provided that the Village shall be notified ten (10) days in advance of such meeting.

Section 15.3 Employee Indemnification

The Village will continue, for the life of the Agreement, its current policy of defending employees sued for actions taken within the scope of their authority, where the employee cooperates with the Village in defense of the action. This Article shall neither add to nor detract

from an employee's current protection as now provided by the Village or Illinois statutes, nor shall it apply when an employee has engaged in willful and wanton misconduct.

Section 15.4 Jury Duty

An employee who is required to appear for, or serve on a jury shall receive his regular pay and benefits while so serving, provided that the employee shall be required to endorse any jury duty remuneration over to the Village. This section is limited to an employee's scheduled workday.

Section 15.5 Military Leave

Employees shall be granted military leave in accordance with law.

Section 15.6 Tuition Reimbursement

The Village shall reimburse any employee for the cost of tuition and books for directly job-related courses, approved in advance by the Chief of Police or his designee, in which the employee received at least a "C" or "Pass" (in a Pass/Fail course) grade. Prior to April 1 of any year, approval of the Village shall be obtained by the employee before the desired course(s) are taken. The Village may require appropriate proof of enrollment and grade (i.e., transcript).

Section 15.7 Training Pay

When an employee is assigned by the Department to mandatory off-duty training, all time actually spent in training shall be counted as hours worked for the purpose of computing overtime pay. In the event travel to training exceeds 15 miles from Village Hall, the Village will pay the prevailing I.R.S. mileage rate in excess of 15 miles, to and from the training, if an employee uses his own personal car. If the employee is required to travel outside of a 35-mile radius of the Village, the employee shall receive two (2) hours of compensatory time for that travel.

Section 15.8 Light Duty

Employees who are physically unable to perform their normal job duties may be placed on light duty assignment, if the Police Chief determines that there is light duty work available at the time and that the employee is medically capable to performing light duty. It is understood that the determination as to whether an employee will be placed on light duty and the duration of light duty is within the sole discretion of the Chief of Police or his designee.

Section 15.9 Maintenance

No employee who is working alone shall be required to do maintenance.

Section 15.10 Furlough Days

In the event the Village implements a furlough days policy applicable to all other Village bargaining unit and non-bargaining unit employees, such policy shall be applicable and applied

equally to members of this bargaining unit.

ARTICLE XVI **UNION SECURITY**

Section 16.1 Dues Checkoff

While this Agreement is in effect, the Village will deduct from each paycheck one-half the regular monthly Union dues for each employee in the bargaining unit who had filed with the Village a voluntary, effective check off authorization. Monthly dues shall be remitted to Union by the 15th day of the month following such deductions, along with a list of names identifying from whom the deductions were made.

Section 16.2 Indemnification

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE XVII **NO STRIKE – NO LOCKOUTS**

During the term of this Agreement, the Union, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE XVIII **MANAGEMENT RIGHTS**

The Village shall retain the sole right and authority to operate and direct the affairs of the Village, the Villages telecommunication operation, and the Police Department, in all its various aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement except as modified in this Agreement. Among the rights retained is the Village's right to determine its mission and set standards and hours of service offered to the public; to direct the working forces; to assign overtime; to plan, direct, control and determine the operations or services to be conducted in or at the Police Department, telecommunication operation or by employees of the Village; to increase or reduce the number of employees making up a shift and to assign and transfer employees' to hire, promote, demote, suspend, discipline, or discharge of just cause, or reduce the complement of personnel or relieve employees due to lack of work or for the legitimate reasons' to make and enforce reasonable rules and regulations, including rules regarding upkeep and wearing of uniforms; to change methods, equipment or facilities, including automobiles and equipment therefore; provided, however, that the exercise of any of the above

rights shall not conflict with any of the specific provisions of this Agreement.

ARTICLE XIX
EMPLOYEE ALCOHOL AND DRUG TESTING

The Employee Alcohol and Drug Testing Policy is set forth in Appendix "B" of this Agreement and is incorporated herein.

ARTICLE XX
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by and between the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties waive their right, and each agrees that other shall not be obligated to bargain collectively with respect to any subject or matter contained in this Agreement.

ARTICLE XXI
DURATION

This Agreement shall be effective from 12:01 a.m. on its date of execution, as set forth below, and shall remain in full force and effect until 11:59 p.m. on April 30, 2025. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by either party no earlier than one hundred twenty (120) days preceding expiration. The notice referred to shall be considered to have been served as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.


Signed at Village of Westchester, Illinois, Cook County, this _____ day of _____
2022.

**METROPOLITAN ALLIANCE OF
POLICE, WESTCHESTER POLICE
CIVILIAN CHAPTER 765**

VILLAGE OF WESTCHESTER



Village President



Village Clerk



Deputy Village Clerk 8-9-22

APPENDIX "A"
SENIORITY LIST

Employee	Date of Hire
Lynda Senerius	6/1/2003
Sarah Hribal	8/29/2011
David Kosir	6/1/2020
Joelisa Wilson	4/17/2022

APPENDIX "B"
EMPLOYEE ALCOHOL AND DRUG TESTING

Statement of Policy

It is the policy of the Village of Westchester that the public has the absolute right to expect persons employed by the Village in its Police Department will be free of the effects of drugs and alcohol.

The Village, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Police Department.

Prohibitions

Employees shall be prohibited from:

- (a) Consuming or possessing alcohol or cannabis at any time during or just prior to the beginning of the work day or anywhere on any Village premises or job sites, including Village buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business;
- (b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty;
- (c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

Drug and Alcohol Testing Permitted

In order to help provide a safe work environment and to protect the public by insuring that employee has the physical stamina and emotional stability to perform their assigned duties, the Village may require employees to submit to urinalysis and/or other appropriate tests where there are reasonable suspicions to believe the employee is in violation of the prohibitions set forth in subsections (a), (b) and/or (c) of Prohibitions above. Unlawful use of drugs shall be cause for discipline, including discharge.

Test To Be Conducted

In conducting the testing authorized by this Agreement, the Village shall:

- (a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing.
- (b) Establish a chain of custody procedure for both the sample collection and testing

that will ensure the integrity of the identity of each sample and test result.

- (c) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for an initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- (d) Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees submitting a sample shall be observed by a member of the same sex to be designated by a supervisory employee.
- (e) Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or any equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense; provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the test.
- (g) Require that the laboratory or hospital facility report to the Village that the blood or urine sample is positive only if both the initial screening and confirmation test are positive on a particular drug. The parties agree that should any information concerning such testing, or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or form adverse to the employee's interests.
- (h) Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- (i) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive.
- (j) Require that with regard to testing for cannabis, for the purpose of determining whether the employee is under the influences of cannabis, test results showing a THC level 5 or more nanograms in blood or 10 or more nanograms of THC in saliva shall be considered positive.

Voluntary Requests for Assistance

The Village shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem,

other than the Village may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

- (a) The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) The employee discontinues his use of illegal drugs or abuse of alcohol or cannabis;
- (c) The employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months;
- (d) The employee agrees to submit to random testing during hours of work during the period of "after-care."

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

APPENDIX "C"
EMPLOYEE MEDICAL REPORT

**ADDITIONAL AGREEMENT CONCERNING WITHDRAWAL OF
UNFAIR LABOR PRACTICE CHARGE**

Metropolitan Alliance of Police, Westchester Police Civilian Chapter 765 agrees to withdraw with prejudice the Unfair Labor Practice filed against the City on February 17, 2021, with the Illinois Public Labor Relations Board, and which is presently pending in Case No. S-CA-21-079. The Village agrees to provide the aggrieved employee a lump sum amount equal to the Senior Clerk position pay delineated in the prior CBA and the Clerk position pay delineated in the prior CBA from August 21, 2020 to the date of contract ratification. The lump sum will be paid by the Village within 30 days of contract ratification.

Metropolitan Alliance of Police, Westchester Police Civilian Chapter 765 agrees to execute correspondence jointly with the Village to the ILRB informing the Executive Director of the ILRB and the Investigator of the withdrawal and dismissal with prejudice of the Unfair Labor Practice Charge. Metropolitan Alliance of Police, Westchester Police Civilian Chapter 765 further agrees to fully cooperate with the Village to effectuate the withdrawal and dismissal with prejudice of the Unfair Labor Practice Case No. S-CA-21-079.

METROPOLITAN ALLIANCE OF POLICE
WESTCHESTER POLICE CIVILIAN
CHAPTER 765

By: _____
President

Date: 8/10/22

VILLAGE OF WESTCHESTER

By: _____
Acting Village President


Date: 8/10/22

SIDE LETTER OF UNDERSTANDING

This is a Side Letter of Understanding to the 2021-2025 Collective Bargaining Agreement (the "CBA") between the Village of Westchester (the "Village") and Metropolitan Alliance of Police, Westchester Police Civilian Local 765 (the "Union"). The Village and Union hereby agree as follows:

1. The Village will assign David Kosir to a new position: CSO 2.
2. CSO 2 will not be a permanent position in the Village of Westchester Police Department. The position is created solely for Mr. Kosir's skill sets and additional duties and it will not be a position/title in the Village in the future.
3. The Village will not be expected to fill the position of CSO 2 if/when Mr. Kosir leaves the position/title.
4. Upon ratification of the CBA, Mr. Kosir will be paid \$81,000 base salary. His salary will then increase by 3.0% in 2023 and 2024.
5. The Side Letter of Understanding replaces and supersedes any inconsistent prior provision or understanding between the parties to the CBA.

METROPOLITAN ALLIANCE OF POLICE
WESTCHESTER POLICE CIVILIAN
CHAPTER 765

By: 
President

Date: 8/10/22

VILLAGE OF WESTCHESTER,

By: 
Acting Village President


Date: 8/10/22

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WESTCHESTER POLICE CIVILIAN
CHAPTER 765

By: 
President

Date: 8/10/22

VILLAGE OF WESTCHESTER,

By: 
Acting Village President

Date: 8/10/22

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METROPOLITAN ALLIANCE OF POLICE
WESTCHESTER POLICE CIVILIAN
CHAPTER 765

By: _____
President

Date: 8/10/22

VILLAGE OF WESTCHESTER

By: _____
Acting Village President

Date: 8/10/22

