

Village of Westchester

And

**Metropolitan Alliance of Police
Westchester Patrol Chapter #651**

Police Officer Collective Bargaining Agreement

May 1, 2020 through April 30, 2023

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PREAMBLE

THIS AGREEMENT is entered into this _____ day of _____, 2021, by and between the VILLAGE OF WESTCHESTER (hereinafter referred to as the “Employer” or “Village”) and the METROPOLITAN ALLIANCE OF POLICE, WESTCHESTER PATROL CHAPTER #651 (the local chapter, hereinafter referred to as the “Chapter”), and applies only to said parties. Any references to the “Union” are references to the Metropolitan Alliance of Police.

Accordingly, it is the intent and purpose of this Agreement to set forth the parties’ agreement with respect to the rates of pay, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village of Westchester; to maintain the highest standards of personal and professional integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

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 sworn personnel in the rank of patrol officer, excluding sergeants, lieutenants, Deputy Chief and Police Chief, and all other employees employed by the Village, and all supervisory, managerial, and confidential employees of the Village as defined by the Illinois Public Labor Relations Act, in accordance with the Certification of Representative issued May 31, 2011 in case number S-RC-11-067.

Section 1.2 Probation.

Effective May 1, 2021, the probation period shall commence after the sworn peace officer's date of hire and completion of the Village's FTO program and continue for twelve (12) months thereafter. Probationary patrol officers 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 forth herein.

ARTICLE II
NO DISCRIMINATION

In accordance with applicable legislation, neither the Village nor the Union shall discriminate against any employee. The provisions of this Article II shall not be subject to the Grievance Procedure set forth in Article III of this Agreement. The filing of a grievance shall not be a prerequisite to the filing of any legal action before the applicable board, agency or court.

ARTICLE III
GRIEVANCE PROCEDURE

Section 3.1. Definition of Grievance.

A grievance is a difference of opinion between an employee or the Chapter and the Village with respect to the meaning or application of the express terms of this Agreement, or with respect to the inequitable application of rules applicable to the Police Department which may be in effect

from time to time. It is understood that matters subject to the Fire and Police Commission, such as hiring or promotion, are not subject to this grievance procedure.

Section 3.2. Union Representation.

The Union shall appoint an Employee Committee of not more than three (3) members to attend grievance meetings scheduled pursuant to Steps 2 and 3. The Union may appoint three (3) representatives (who may be the same persons selected to the Employee Committee), to participate in the grievance procedure to the extent set forth in Step 1 of the grievance procedure. The Union shall notify the Village Manager in writing of the names of employees serving on the Employee Committee and as representatives. One representative of the Executive Board of the Union shall have the right to participate in Steps 3 and 4 of the grievance procedure.

Section 3.3. Grievance Procedure.

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) business days of the occurrence of the event giving rise to the grievance.

A grievance shall be processed as follows:

- STEP 1: Appeal to Deputy Chief. To initiate the grievance procedure, either (a) the employee shall file a written grievance signed by the employee or (b) a local union officer shall file a written grievance signed by the local union officer on a form similar or identical to that attached hereto as Appendix A, setting forth the nature of the grievance and the contract provision(s) involved to the Deputy Chief or his/her designee or designee. The Deputy Chief or his/her designee shall give a written answer in seven (7) calendar days after receipt of the written grievance.
- STEP 2: Appeal to Chief. If the grievance is not settled in Step 1 and the Chapter decides to appeal, the representative shall, within seven (7) calendar days from receipt of the Step 1 answer, appeal in writing to the Chief or his/her designee. The Chief or his/her designee will contact a member of the Employee Committee within ten (10) calendar days of the filing of the appeal, in order to schedule a meeting to discuss the grievance. The Employee Committee and the Chief or his/her designee will discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief or his/her designee will give his/her answer in writing, within seven (7) calendar days of the discussion. The Village may join the Step 2 and Step 3 meetings if it so desires, by having in attendance both the Chief or his/her designee and the Village Manager or his/her designee. In such event the grievance response shall be treated as being provided at Step 3.
- STEP 3: Appeal to the Village Manager. If the grievance is not settled in Step 2 and the Chapter decides to appeal, the Chapter shall, within seven (7) calendar days after

receipt of the Step 2 answer, file a written appeal to the Village Manager. The Village Manager or his/her designee will contact a member of the Employee Committee within ten (10) calendar days of the filing of the appeal, in order to schedule a meeting to discuss the grievance. A meeting between the Village Manager, or his/her designee, and the Employee Committee will be held at a mutually agreeable time. If no settlement is reached at such meeting, the Village Manager, or his/her designee, shall give his/her answer in writing within ten (10) calendar days of the meeting.

STEP 4: Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Chapter 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 3. 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, with a principal office within the "metropolitan" (within 125 miles) area, with an industry specialization of "police," if available. The Union shall strike one name and the Village shall then strike one name; the Union shall then strike a second name and the Village shall then strike a second name; the 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 the provisions of the Agreement. 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. The cost of the written transcript, if requested by both parties, should be split between the parties. Should only one party request a transcript, that party shall pay for the cost of the transcript.

Section 3.4. Time Limits.

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 3.3. 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 an answer within the time limits so provided, the Union may immediately appeal to the next step.

The Police Chief and the appropriate Chapter representative may mutually agree in writing that Step 1 and/or Step 2 of the grievance procedure set forth above may be by-passed if the circumstances so warrant.

Section 3.5. Investigation and Discussion.

All grievance discussions and investigations 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/her designated representative. Such visits shall not interfere with normal Village operations.

Section 3.6. Election of Grievance Arbitration for Discipline.

Reprimands shall not be advanced past Step 3 of the grievance procedure.

Prior to imposing discipline involving a suspension in excess of five (5) days, or termination, the Chief of Police or the Chief's designee will set a meeting with the employee to advise the employee of the proposed discipline and the factual basis therefore, in writing. At the employee's request, the employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Chief or the Chief's designee will issue a Decision to Discipline, in writing, as to the proposed discipline ("Decision to Discipline"), to the affected employee and the Union. At the employee's option, any suspension or discharge of the employee may be contested either through the arbitration procedure of this Agreement or through the Board of Fire and Police Commissioners ("BFPC"), but not both. In order to exercise the arbitration option, an officer must execute an Election, Waiver and Release form ("Election Form" attached as Appendix H). This Election Form and disciplinary process is not a waiver of any statutory or common law right or remedy other than as provided herein. The Election Form shall be given to the officer by the Employer, at the time the officer is formally notified of the Decision to Discipline.

The employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to Discipline to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to

Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance, which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the Chief may impose the discipline set forth in the Decision to Discipline, without the need to have a hearing before the Fire and Police Commissioners, and the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to have charges presented or to appeal discipline before the Village of Westchester Fire and Police Commissioners, in accordance with the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1-17, as amended. In the event that arbitration is not approved by the Union, the employee has fifteen (15) calendar days from the issuance of the Decision to Discipline to appeal suspensions of five (5) days or less.

ARTICLE IV **NO STRIKES – 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 V **MANAGEMENT RIGHTS**

The Village shall retain the sole right and authority to operate and direct the affairs of the Village 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 or by employees of the Village; to increase or reduce the number of officers making up a shift and to assign and transfer employees; to hire, promote, demote, suspend,

discipline or discharge for just cause, or reduce the complement of personnel or relieve employees due to lack of work or for other legitimate reasons, subject to the statutory jurisdiction of the Fire and Police Commission; 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 VI **WAGES AND BENEFITS**

Section 6.1. Salary Schedule.

		5/1/2020	5/1/2021	5/1/2022
Step	Description	2.25%	3.25%	3.25%
1	Start	\$64,465.56	\$66,560.69	\$68,723.91
2	After 12 Mos.	\$65,319.35	\$67,442.22	\$69,634.10
3	After 24 Mos.	\$74,164.99	\$76,575.35	\$79,064.05
4	After 36 Mos.	\$78,372.58	\$80,919.69	\$83,549.58
5	After 48 Mos.	\$81,753.99	\$84,410.99	\$87,154.35
6	After 60 Mos.	\$91,332.77	\$94,301.08	\$97,365.87
7	After 72 Mos.	\$91,848.11	\$94,833.17	\$97,915.25
8	After 96 Mos.	\$92,632.37	\$95,642.92	\$98,751.31
9	After 120 Mos.	\$93,311.31	\$96,343.92	\$99,475.10
10	After 180 Mos.	\$93,993.31	\$97,048.10	\$100,202.16

The step plan and wages are retroactive to May 1 2020 . Step movement shall occur on the employee's anniversary date.

Section 6.2. Insurance.

The Employer shall provide for each employee a term life insurance policy in an amount of Fifty Thousand Dollars (\$50,000.00). In addition, the Employer shall provide for each employee accidental death and dismemberment insurance in the same amount at Employer's 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.

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 May 1, 2021, the Employer will pay 88% of the cost of such coverage, and the employee will pay an amount equal to 12% of the cost through payroll deductions. Effective May 1, 2022, the Employer will pay 86% of the cost of such coverage, and the employee will pay an amount equal to 14% 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 May 1, 2021, the Employer will pay 88% of the cost of such coverage, and the employee will pay an amount equal to 12% of the cost through payroll deductions. Effective May 1, 2022, the Employer will pay 86% of the cost of such coverage, and the employee will pay an amount equal to 14% 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 May 1, 2021, the Employer's contribution toward the cost of such dependent coverage will be at 88%, and the employees will pay an amount equal to 12% of the cost through payroll deductions. Effective May 1, 2022, the Employer will pay 86% of the cost of such coverage, and the employee will pay an amount equal to 14% 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 May 1, 2021, the Employer's contribution toward the cost of such dependent coverage will be at 88% and the employees will pay an amount equal to 12% of the cost through payroll deductions. Effective May 1, 2022, the Employer will pay 86% of the cost of such coverage, and the employee will pay an amount equal to 14% of the cost through payroll deductions.

The Village will offer the members of the bargaining unit the high deductible plan (HDP) insurance package based on the plan presented to the members by the Village's insurance broker in 2012. The Village will pay 88% of the premium cost and the employees will pay 12% for either single coverage or dependent coverage, for whichever coverage the employee selects. Effective

May 1, 2022, the Employer will pay 86% of the cost of such coverage, and the employee will pay an amount equal to 14% of the cost through payroll deductions.

With regard to the HDP, 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 an HDP with 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 the amount equal to the HDP deductible, less \$500.00 for single coverage and \$1,000.00 for single plus dependent coverage, each year that an employee participates in such HSA plan. Effective May 1, 2021, the premium contributions for such HSA plan shall be 88% to the Employer, and 12% to the employee, payable through payroll deductions. Effective May 1, 2022, the Employer will pay 86% of the cost of such coverage, and the employee will pay an amount equal to 14% of the cost through payroll deductions.

The comprehensive medical insurance plan, dental plan summary and HDP policy have been attached as Appendix "G" to the Collective Bargaining Agreement between the Village of Westchester and the Metropolitan Alliance of Police, Chapter #651. The Village shall notify the Union at least sixty (60) days before any plan design changes, but the plan will remain substantially the same as the plan described in Appendix "G."

The Village agrees that during the term of this Agreement, it shall institute a Post-Retirement Health Plan for employees in the bargaining unit, as a method of creating a tax-free savings for retiree health insurance as long as the Village and the Union can agree on its funding.

The current tax-deferral program, under Section 125 Cafeteria Plan of the Internal Revenue Code that permits officers covered by this Agreement the opportunity to defer the tax consequences of contributing to health insurance premiums and other eligible tax deferrals will remain in effect. 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.

The Union shall select two (2) representatives who may participate in the Village Advisory Health Insurance Committee. The Committee shall meet at various times throughout the year to (1) discuss existing problems with the health insurance coverage and service; (2) explore and examine the viability of alternative health insurance plans or the renewal of the existing plans; or (3) review ways in which to reduce costs in health insurance levels and coverage. The Village has

the discretion to add as many employee groups to the Committee as it deems appropriate. The authority of the Committee is limited to an advisory role and its actions and existence shall not infringe upon the rights of the Village or the rights of the employees as set forth herein.

Section 6.2.1. No Coverage Alternative.

Bargaining unit members that are eligible for and enrolled with, single Village health coverage and elect not to take the Village insurance shall receive \$2,000.00 annually upon presenting proof, during the annual open enrollment period, that non-Village health insurance has been obtained elsewhere. \$1,000.00 shall be paid in July of the health insurance year and \$1,000.00 in January of the health insurance year. Notwithstanding the above, in the event that three (3) or more bargaining unit members elect not to take the Village insurance, the annual payment shall increase to \$3,000.00, with \$1,500.00 being paid in July of the health insurance year and \$1,500.00 being paid in January of the health insurance year.

Bargaining unit members that are eligible for, and enrolled with, family Village health coverage and elect not to take the Village insurance shall receive \$4,000.00 annually upon presenting proof, during the annual open enrollment period, that non-Village health insurance has been obtained elsewhere. \$2,000.00 shall be paid in July of the health insurance year and \$2,000.00 in January of the health insurance year. Notwithstanding the above, in the event that three (3) or more bargaining unit members elect not to take the Village insurance, the annual payment shall increase to \$6,000.00, with \$3,000.00 being paid in July of the health insurance year and \$3,000.00 being paid in January of the health insurance year.

Employees who elect this alternative and subsequently lose their non-Village health insurance coverage shall be allowed re-entry into the Village health insurance coverage during the plan year without showing evidence of insurability and waiving any pre-existing condition exclusions, provided the employee has not voluntarily relinquished his/her health insurance plan during the plan year.

Section 6.3. Vacation Schedule.

A. In accordance with applicable ordinances, officers covered by this Agreement shall be entitled to a vacation as follows:

Continuous Service

Length of Paid Vacation
for Officers Assigned to

Length of Paid Vacation
for Officers Assigned to

	<u>8 Hour Shifts</u>	<u>8.5 Hour Shifts</u>
After 1 Year	80 hours	85 hours
After 5 Years	120 hours	127.5 hours
After 12 Years	160 hours	170 hours
After 16 Years	168 hours	178.5 hours
After 18 Years	176 hours	187 hours
After 20 Years	184 hours	195.5 hours
After 22 Years	192 hours	204 hours
After 23 Years	200 hours	212.5 hours

In order to be eligible for full vacation benefits under this Section, a patrol officer must have been employed 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 patrol officer was not employed by the Village during the entire twelve (12) month period preceding January 1 of the vacation year, he shall be entitled to one-half of the first year vacation (40 or 42.5 hours, whichever is applicable) 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 Police Chief or his/her designee and in accordance with other applicable provisions of this Agreement.

B. Timing of Vacation Selection. After the selection of the shifts, officers shall begin vacation picks for the upcoming year on November 15th each year. Each officer shall be allotted three (3) scheduled working days to pick his vacation time. Patrol officers will select their day off key when selecting their vacation, but only among the days off being utilized by the Department for that year, as specified by the Chief of Police or his/her designee. After the expiration of the three (3) working days, the pick shall move to the next officer in seniority, regardless of whether the more senior officer has made his picks. This process shall continue until all officers have had an opportunity to pick vacation time and day off key. Officers may elect to hold 5 days of vacation or their entire partial week of vacation. These days of held vacation can be utilized throughout the year at the officer's discretion. Minimum manpower standards would still be required to be met. If an officer fails to use the days prior to the end of the calendar year, the officer will not be compensated for the time.

C. Selection Process. Vacations shall be selected in accordance with the selection system in effect as of the execution of this Agreement, and shown as Appendix “C” as modified herein to this Agreement, except that in transition years (*e.g.*, when a patrol officer becomes eligible for 127.5 hours, rather than 85 hours, of vacation), the additional week may not be taken until after the patrol officer’s anniversary date of employment. Officers will be allowed to move their scheduled days off, with the approval of the Chief or his/her designee, just prior to, or following vacation days to accommodate an uninterrupted block of days off. Such requests may be denied by the Chief in order to meet manpower needs.

D. Benefit at Termination of Employment. Any officer who leaves the Village employ, in good standing as defined by the Westchester Personnel Policy Manual, shall be eligible to receive payment at the employee’s current hourly rate for all unused accrued vacation time.

E. Employees who are on eight and one-half (8.5) hour work shifts shall be required to use eight and one-half (8.5) hours of vacation time per full vacation day used.

Section 6.4. Uniform Allowance.

Effective May 1, 2020 , an annual uniform/equipment allowance of \$925.00 shall be paid to each patrol officer on or before May 7th of each year, for the sole purpose of purchasing and maintaining uniform/equipment. Effective May 1, 2022, the annual uniform/equipment allowance shall be increased to \$975.00

Probationary patrol officers, upon commencing employment, shall receive a uniform allowance computed on the basis of \$77.08 (increasing to \$ 81.25 May 1, 2021) per month for each full month between the date of commencing employment and the date of uniform allowance payment set forth herein. A patrol officer who will not be employed for the full year shall receive a pro rata uniform allowance; any patrol officer who leaves the Village employ prior to the end of the year and who received the full uniform allowance shall make proper reimbursement to the Village on a pro rata basis.

Should the Village make any changes to the mandatory uniform requirements during the term of the Agreement, the Village shall reimburse all bargaining unit members for the initial purchase of the new item(s). If the Union requests a change to the mandatory uniform requirements, the Union must waive the reimbursement set forth in the previous sentence as to that

particular uniform requirement. Any such waiver must be in writing, executed by the Chapter and Union representatives.

Section 6.5. Holidays.

Effective January 1, 2018, non-probationary patrol officers shall receive one hundred two (102) hours of holiday pay on or before the first business day of December of each year by separate check.

Additionally, any officers who work a full shift on one of the following holidays shall have the option to receive four and one-quarter (4.25) additional hours of pay or compensatory time credit (to be prorated if less than a full shift is worked):

Christmas Eve	New Year's Eve
Christmas Day	New Year's Day
Memorial Day (observed)	July 4 th
Labor Day	Thanksgiving Day

If such employees hold over on those dates, they will receive time and one-half for the hold over hours, and "earn a prorated amount of holiday pay."

Patrol officers who are still in probationary status on December 1 shall receive eight (8) hours of holiday pay on December 1 for each six (6) weeks of continuous full-time employment prior to December 1.

Any patrol officer who leaves the Village employ prior to the end of the year and who received a holiday allowance in holiday pay shall make proper reimbursement to the Village on a pro rata basis.

Section 6.6. Funeral Leave.

When a death occurs 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) working days for the purpose of planning, assisting with and attending the funeral, wake and/or memorial services. 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. If the employee requests time

off due to a death in the immediate family in addition to the three (3) work days, upon approval of the Chief, the employee may use other accumulated time off.

Section 6.7. Sick Leave.

(a) Sick Leave. Effective January 1, 2018, the Village shall continue in effect its present sick leave policy, which provides employees eligibility for up to fifty-one (51) hours of sick leave per year. New employees shall have their sick time prorated at the rate of four and one-quarter (4.25) hours per month during the first calendar year of employment. Paid sick leave may be used for illness, disability or medical appointments that cannot be scheduled during off-duty hours. Paid sick leave may also be used to care for a child, spouse or parent who has a serious health condition that requires the employee to remain at home or to escort such person to a medical appointment. Such use of paid sick leave for the care of a child, spouse or parent shall only be used on an emergency or temporary basis. Any additional use of family medical leave shall be in accordance with Section 6.8 herein. For family illness or injury, employees are to provide for other care as soon as practical. New employees shall not be eligible to use paid sick leave until thirty (30) days after the date of hire. Paid sick leave must be used in increments of one-half (1/2) hour. Employees who are assigned to eight and one-half (8.5) hour shifts shall be charged eight and one-half (8.5) hours of sick leave for each full sick day utilized, however they shall also receive an increase to fifty-one (51) hours of sick leave per year for the duration that they are so assigned. Any employee assigned to eight and one-half (8.5) hour shifts for less than one calendar year shall receive prorated sick leave at the rate of an additional 0.25 hours of sick leave for every month worked on an eight and one-half (8.5) hour shift. Employees shall be permitted to use one-half (1/2) hour blocks of compensatory time in conjunction with eight (8) hours of sick time to satisfy this requirement, or one, three (3) hour block of compensatory time on their 6th day used, at their discretion.

An employee shall report any illness no later than one hundred twenty (120) minutes prior to their scheduled starting time. If the absence is longer than one (1) day, the employee shall keep his immediate supervisor informed of the condition and anticipated return to work date. Employees absent for more than three (3) consecutive days will be required to submit a statement from a physician verifying the need to use sick leave and fitness to return to duty. If the physical ability of an employee to perform the essential functions of a job is in question, the Village Manager may require a physical exam at the expense of the Village.

The use of paid sick leave is intended only for legitimate reasons as outlined in this section. Any abuse of the sick leave policy may result in non-payment of sick leave benefits and may be grounds for disciplinary action. Paid sick leave may be utilized for any illness or injury resulting from outside employment. An employee with more than one (1) year of service may be advanced paid sick leave if all paid time off options have been exhausted. Eligibility for such an advance shall be determined and approved by the Village Manager, at his/her sole discretion.

(b) Sick Leave Buy Back. At the option of the officer, to be exercised at the end of each calendar year, a patrol officer may contribute a maximum of fifty-one (51) hours of unused sick leave per year to his disability leave accumulation or receive, in the alternative, up to twenty-five and one half (25.5) hours pay at his regular straight-time hourly rate to be paid on January 15th of each year; Or “Roll Over” up to 51 hours into a personal time bank. All compensatory time rules would apply to these hours as set forth in Section 7.6. These hours, if not used, would be forfeited at the end of the following year.

(c) Disability Plan. 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 with the following modifications:

Paragraph 7: The benefit will fully re-load when the employee has returned to work for a period of fifty-two (52) consecutive weeks, which time period includes paid time off such as vacation time, but excluding paid disability time off.

Add Paragraph 9. If after examination by both the employee’s doctor and the Employer’s doctor, a question exists about the officer’s ability to return to work, the parties agree to utilize the services of an occupational health provider at the Employer’s cost for a final determination.

Disability time is calculated at eight (8) hours per day used.

Employees shall not be eligible for disability benefits pursuant to this Section 6.7(c), unless the employee has used all of his/her allocated sick leave time for that year, not to exceed twenty-five and one-half hours per disability event, and those sick leave hours used shall not be restored.

Section 6.8. Family and Medical Leave.

(a) Generally. 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 an employee 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 provision shall be unpaid leave; however, 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 and 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 leave, vacation leave and personal leave, combined, during any twelve (12)-month period, for the following reasons:

1. Birth of the employee's child and care for the newborn child;
2. Placement of child with 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 section, the Village will use a rolling twelve (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 (1) 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. If an employee requests to modify scheduled paid, comp time or personal leave for reasons that would fall under the requirements for FMLA leave, but the employee does not request FMLA leave, the Village will apply FMLA leave to the employee's time off.

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 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 medical leave, unless the reason the employee fails to return is the presence of a serious health condition which prevents the employee from performing his or her job or is due to circumstances beyond the employee's control.

(e) Return From Leave. An employee returning from family and medical leave will be restored to his former 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 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 or she will not be able to return at the expiration of the leave period.

(f) Administrative Regulations. The Village Manager may develop administrative regulations to implement this provision. (42 U.S.C. 2000e(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).

Section 6.9. Personals Day Off.

Officers shall be entitled to receive, in addition to other days off specified herein, eight (8) hours paid personal time off each calendar year, commencing effective January 1, 2012. The personal time off must be taken within the calendar year in which it is available, and may not be carried over to another year. Requests to use personal time off shall be consistent with the procedures for requests to use compensatory time due.

Officers assigned to eight and one-half (8.5) hour shifts shall forego receiving paid personal time off, in lieu of repaying the Village with a second unpaid training day.

Section 6.10. Medical and Psychological Examination.

At any time when it has a reasonable basis for doing so, the Village may require, at the Village's expense, that the officer submit to a physical or medical examination, or a psychological examination, including a fitness for duty examination and/or a functional capacity examination, in order to determine the officer's fitness for duty. The Village shall provide the officer and the Union a written statement of its reasonable basis for requiring the submission for such examination(s). If, upon examination by a qualified health care provider or mental health professional, it is determined that an officer is unfit for duty, such officer shall be relieved from duty and placed on FMLA leave, if available. In addition, such officer, if eligible, shall receive disability benefits, pursuant to Section 6.7(c) of this Agreement. If the officer is not eligible for disability benefits pursuant to Section 6.7(c) of this Agreement, the officer shall be required to utilize all available sick leave, followed by all available compensatory time, followed by all available vacation time. If an officer found unfit for duty has exhausted all available leave time, as provided above, yet has not been determined to be fit to return to work, such officer shall be placed on an unpaid administrative leave, but such leave shall not exceed six (6) months. Prior to the officer being relieved from duty after being found unfit for duty, the Village will provide the officer and, upon execution of the appropriate release, the Union, with the fitness for duty report obtained from the health care provider or medical health care professional who performed such examination(s).

If, following determination that the officer is unfit for duty, the medical or psychological prognosis for the officer is that such officer will not be capable of returning to work in the foreseeable future, the officer shall make application for disability benefits before the police pension board. If the officer makes application for a disability pension and the determination of the police pension board is that the officer is not disabled, the Village will accept the determination

and reinstate the officer to full duty as soon as reasonably possible, following the pension board's determination, provided that the officer has not filed for administrative review of such determination. If an officer files for administrative review or either party files for appellate review of such determination, then the Village and the officer will be bound by the final judicial determination as to the officer's fitness for duty.

This provision is not intended to diminish the statutory rights of an employee (*e.g.*, worker's compensation).

Section 6.11. Early Retirement Incentive.

When an officer reaches twenty-five (25) years of completed service with the Village's Police Department, the officer shall be eligible for the following non-pensionable retirement incentive:

25 years of service	-	\$20,000.00 lump sum payment
26 years of service	-	\$16,000.00 lump sum payment
27 years of service	-	\$12,000.00 lump sum payment
28 years of service	-	\$8,000.00 lump sum payment
29 years of service	-	\$4,000 lump sum payment
30 years of service	-	\$0 lump sum payment

Members must submit a retirement letter by February 1st prior to the fiscal year in which the retirement is to be effective. The retirement date must be effective within the first quarter of the fiscal year following the notice (May 1 – July 31) at a date to be mutually agreed to by the retiree and the Chief or his/her designee. Employees hired on or before October 8, 1984, shall have sixty (60) days after the execution of this Agreement in 2017 to retire and receive the \$20,000.00 lump sum payment. If such employee retires more than sixty (60) days after the execution of this Agreement in 2017, such employee shall only be eligible for a retirement incentive based upon the employee's years of service, according to the chart hereinabove.

ARTICLE VII **HOURS OF WORK AND OVERTIME**

Section 7.1. Application of Article.

This Article is intended only as a basis for calculating overtime payments and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 7.2. Work Schedules.

The shifts, work days and hours to which employees are assigned shall be stated on a departmental work schedule. If the Village makes select changes to the normal work schedule, it shall notify the affected employees in writing in advance of the changes.

For detectives, the normal work week shall be forty (40) hours per week and the normal shift shall be eight (8) hours. For all other officers, commencing in January 2013, the normal shift shall be eight and one-half (8.5) hours. Police officers not assigned to the detective unit shall generally be scheduled for either four duty days (34 hours) or five duty days (42.5 hours) per seven (7) day work week, and shall work a schedule which is generally described as a 5-3/5-2 work schedule, which follows a pattern of five (5) days on duty, followed by three (3) days off duty, followed by five (5) days on duty, followed by two (2) days off duty, and then repeating such pattern. In conjunction with such 5-3/5-2 work schedule, the following shift schedule for patrol shall be utilized:

06:30 – 15:00 hours
14:30 – 23:00 hours
22:30 – 07:00 hours

Should it be necessary in the interest of efficient operations to establish different shift starting or ending times or to temporarily change work schedules, the Village will notify the affected individuals of such changes.

Section 7.2.1. Scheduling.

Assignments on each shift shall be selected by patrol officers by seniority annually. In the event that a vacancy occurs between the annual shift bids, officers shall have the right to bid on the vacant position by seniority. If the vacancy was created by the administrative reassignment of an officer from a specialty position, that reassigned officer shall be placed into the position vacated by his replacing officer (if any), unless a more senior member bids upon that vacant position. However at any time that the Department has an officer with less than thirty-six (36) months of seniority at the time that the new schedule is to commence, with reasonable notice, one patrol officer assignment per shift (*i.e.*, the most junior officer on each shift) may be reassigned by the Chief of Police or his/her designee. In any particular year, the Chief of Police may waive his/her right to re-assign one officer per shift, without forfeiting this right in subsequent years. Such bidding process shall be required to be completed no later than November 1 of each year, and shall

occur prior to the selection process for vacation for the following year. During their probationary period, probationary officers shall be assigned to shifts and may be reassigned to other shifts, including assigned to work rotating shifts, as determined by the Chief of Police or his/her designee.

All specialty assignments outside of working a patrol shift shall work an alternate work schedule, as determined by the Chief of Police or his/her designee. Except by mutual agreement, the alternate work schedule shall provide for consecutive days off and the schedule shall not be changed without reasonable advance notice to the effected employees. Members have the right to refuse a specialty assignment, provided that the Chief maintains the right to order such assignments based upon inverse seniority, to employees who have the necessary qualifications.

The Village reserves the right to temporarily change work schedules or to assign bargaining unit members, whenever special qualifications are needed for particular tasks, whenever minimum staffing levels must be met, whenever training is required or whenever emergencies occur. It is noted that in order to assign officers for training, the officer(s) being assigned for training, as well as other officers, may have to be reassigned to other shifts to accommodate this purpose. Bargaining unit members who are reassigned shall be provided notice of such change as is practicable under the circumstances. Reassignments to offset training, to meet minimum staffing assignments or to cover emergencies shall be made on the basis of reverse seniority, from the shift from which the manpower replacement is being drawn.

Section 7.2.2 Training Day.

Employees who are assigned to eight and one-half (8.5) hour work shifts shall be required to pay back the Village annually by working one (1) eight and one-half (8.5) hour training day, without compensation. This training day shall generally be scheduled at least thirty (30) days in advance, however this 30-day notice can be waived at the mutual agreement of the parties. Employees attending training days shall be covered under Workers Compensation.

Section 7.3 Overtime Pay.

Officers covered by the terms of this Agreement shall be paid overtime, at the rate of time and one-half (1-1/2) their regular hourly rate of pay, for all hours worked in excess of the employee's regularly scheduled shift. 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 7.4. Call-Back Pay.

An employee covered by this Agreement who is called out to work after having left work shall receive time and one-half (1-1/2) for all hours of call out, with a minimum of two (2) hours pay at time and one-half (1-1/2). This minimum guarantee does not apply if the call out extends to the employee's regular work shift. Call out time shall begin at the time the officer is contacted by phone, provided the officer does not take an unreasonable amount of time to report.

Section 7.5. Court Pay.

Patrol officers covered by this Agreement shall receive pay at one and one-half (1-1/2) times their straight-time hourly rate of pay for each full quarter-hour that they are required to be in actual attendance at court, during off-duty hours, with a minimum of three (3) hours of pay. Patrol officers receiving overtime pay under this Section may elect to take compensatory time off in lieu of pay, per Section 7.6.

Section 7.6. Compensatory Time.

Patrol officers shall be permitted to elect to take compensatory time off in lieu of pay for overtime hours worked under Section 7.3 (Overtime Pay) and Section 7.5 (Court Pay) and for certain hours under Section 6.5 (Holiday Pay), provided that no patrol officer shall be permitted to accumulate compensatory time off in excess of one hundred (100) hours. Compensatory time off shall be earned at the rate of one and one-half (1-1/2) times the overtime hours actually worked. Patrol officers will be permitted to take compensatory time off requested by the officer and as scheduled by the Police Department in accordance with the needs of the Department. Compensatory time off must be used in segments of one-quarter ($\frac{1}{4}$) hour or more, unless being used to add to other benefit time to take an eight and one-half (8.5) hour shift off, *e.g.* eight (8) hours of vacation time plus one-half (1/2) hour of compensatory time. Requests to utilize compensatory time are required to be submitted no earlier than sixty (60) days in advance of the requested time off. Requests will be approved on a seniority basis at the end of day sixty (60). Requests made with 59 days or less will be made on a first come first serve basis. The Department reserves the right to request no less than 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. The officer may be granted approval of lesser notice compensatory time via phone up to one (1) hour prior to their assigned shift, pursuant to agreed-upon guidelines between the parties. If compensatory time is not granted, the officer must report on time for his duty shift.

The parties hereto agree that in consideration for the granting of compensatory time off, certain conditions under which an employee can use compensatory time shall apply. These include that compensatory time shall be granted at such times and in such time logs as are mutually agreed upon between the involved officer and a supervisor; permission to utilize compensatory time shall not be unreasonably denied by the supervisor if operational requirements will not be adversely affected. The parties agree that a request to use compensatory time shall be granted, so long as the minimum staffing level of the Department (as determined by the Employer) can be met, at the time that the request is made. However, the parties agree that if granting the request would result in a staffing level below such minimum staffing level, such request will be denied. Upon denial of a request to use compensatory time, the Employer shall advise the employee of the next available date on which such request could be granted. Under such circumstances, the employee shall have the choice of accepting such alternative date, or withdrawing the request to use compensatory time.

Any and all disputes that may arise between the parties as to the administration of this section regarding the use of compensatory time shall be resolved exclusively through the grievance and arbitration procedure, Article III of this Agreement, except that such grievance shall be filed at Step 3. The parties expressly agree and are in reliance upon the Supreme Court's decision in *14 Penn Plaza LLC v. Pyett*, 129 S.Ct. 1456, 186 LRRM 2065 (2009), that such disputes shall include claims or allegations that any restrictions on the use of compensatory time available to employees from their compensatory time banks as established under this section do not comply with Sec. 7(o)(5) of the FLSA, 29 USCA 207. In the event that any such grievance is advanced to arbitration, the parties further stipulate and agree that the arbitrator's remedial authority shall be limited to making the grievant(s) whole by granting, consistent with applicable Section 7(o) standards of the FLSA, the cash value of any time due in dispute based on the then applicable overtime rate or awarding additional compensatory time off and shall have no authority to award any attorney's fees or any penalties against the parties.

Section 7.7. Acting Pay.

Patrol officers assigned as watch commanders (also referred to as Officer In Charge ("OIC")) shall, during the term of this Agreement, be paid one-half ($\frac{1}{2}$) hour of compensatory time for each full hour worked as an OIC. In order to act as an OIC, such officer must have participated in at least sixteen (16) hours of training for such position, absent an emergency. In the event that a patrol officer is assigned as OIC on a shift, the use of benefit leave time shall be available to all patrol officers working that shift (including the OIC), in accordance with the benefit leave time policies, in the same manner as if no OIC was assigned. In the event that the Chief of Police or his/her designee determines that an emergency situation exists, the use of time due shall be denied.

Section 7.8. Overtime Assignments.

The Chief of Police or his/her designee(s) shall have the right to require overtime work and police officers may not refuse overtime assignments. Whenever practicable, overtime will be scheduled on a voluntary basis, except for emergency situations or except where qualified volunteers are not readily available. The overtime procedure/form is set forth hereto in Appendix E.

When it is known that the on-coming shift is going to be short-staffed, the next shift following the short shift will be called by the on-duty shift commander, in order of seniority, and offered the last three and one-half (3.5) hours of work. If the shift commander gets a volunteer, then the officers on the off-going shift will be asked to work the first available four (4.0) hours in order of seniority. If the shift commander obtains a volunteer, then the off-going volunteer shall be given the first four (4.0) hours of the assignment, and the officer who accepted the last three and one-half (3.5) hours shall be given that assignment. If an officer from the on-coming shift accepts the last three and one-half (3.5) hours of the assignment, and all officers from the off-going shift refuse the first four (4.0) hours of overtime, the officer who accepted the last three and one-half (3.5) hours of overtime will be offered the full seven and one-half (7.5) hours. If the accepting officer does not accept the full seven and one-half (7.5) hours, and if there are no volunteers from the off-going shift, the junior eligible officer on the off-going shift will be ordered to work the first four (4.0) hours.

If the shift commander does not get a volunteer under the first sentence of the preceding paragraph, the off-going shift will be asked to work in order of seniority for the full eight (8.0) hours. If an officer on the off-going shift volunteers to work the full eight (8.0) hours, such officer

shall receive the assignment, regardless of a tardy response by members of the on-coming shift. If there are no volunteers from either shift, the junior eligible officer on the off-going shift will be ordered to work the eight (8.0) hours.

In the event a shift shortage occurs after a shift has commenced, the following procedure shall be used, if the assignment is to be filled. The next shift following the short shift will be called by the on-duty shift commander in order of seniority, and offered to come in and work the remainder of the shift. If the shift commander does not obtain a volunteer for such assignment from the on-coming shift, the shift commander may contact bargaining unit members by seniority and offer the opportunity to work such assignment, except under exigent circumstances, the shift commander may order any bargaining unit officer to work such assignment.

- An off-going officer covering the first half of a shift will be scheduled to work the first four (4.0) hours of the following shift. The on-coming officer covering the second half of the shift will work three and one-half (3.5) hours.
- If an officer should accept overtime of at least three and one-half (3.5) hours, the Shift Commander on duty will mark the appropriate box for the officer and date with the letter “Y,” designating that the officer has accepted the overtime. If the officer should refuse the overtime for that shift, the Shift Commander on duty will mark the appropriate box with the letter “R,” for refusal, at which time the Shift Commander will move on to the next officer in seniority.
- If an officer has accepted overtime for at least three and one-half (3.5) hours, that officer shall be marked with a “Y” and may not be offered overtime again until the junior officers under him/her have either had overtime for that month or have refused the overtime for that day.
- If an officer should refuse overtime for a shift, it will not mean that he/she cannot be asked the next time that a shift is undermanned, providing that he/she is the next officer in order of seniority.
- If an officer is called at home to come in early for a short shift and there is no answer or the officer is not home, the Shift Commander will place the letters “N/A” in the appropriate box next to the officer’s name.
- If overtime of three and one-half (3.5) hours or more is filled in the middle of a shift, the officer working the overtime will be marked with a “Y”. If the overtime is less than three and one-half (3.5) hours, the officer will not receive a mark.

- In the event that there are two (2) or more sick calls for a given shift, the most senior officer accepting the overtime will have the right of selection over the junior officer(s) for the overtime shift available (*i.e.*, 4 hours, 8 hours), unless the junior officer(s) have another off duty officer come in to complete his or her overtime shift.

Shift overtime supersedes all other overtime grants and details. Under such circumstances, the special detail may be otherwise filled at the discretion of the Chief or his/her designee.

In order to fill a shift vacancy, a bargaining unit member may be ordered to work overtime if there is a sergeant on duty, in accordance with the procedures hereinabove; but if there is no sergeant on duty, a bargaining unit member will not be ordered to work overtime, absent exigent circumstances, unless a sergeant has worked sixteen (16) consecutive hours.

If an officer is ordered to work overtime, he/she may contact any officer to fill any part of his/her ordered overtime, and notify the shift commander.

Section 7.9. No Pyramiding.

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

Section 7.10. Lunch Periods and Rest Periods.

Employees will receive one (1) thirty (30)-minute lunch period and two (2) fifteen (15)-minute rest periods per shift, as scheduled by the Village, unless not allowed because of an emergency. Employees must remain at work until the beginning of the lunch or rest period and resume work immediately at the end of the lunch or rest period. Failure to secure said breaks, as a result of work load, shall not occasion the payment of overtime.

ARTICLE VIII **LABOR-MANAGEMENT CONFERENCES**

Section 8.1. Meeting Request.

The Union and the Village agree that in the interest of efficient management and harmonious employee relations, quarterly meetings may be held if mutually agreed between the Chapter Employee Committee as set forth in Section 3.2 and representatives selected by the

Village. Such quarterly meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a “labor-management conference” and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) notifying the Chapter of changes in conditions of employment contemplated by the Employer which may affect employees.

Section 8.2. Content.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at “labor-management conferences” nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 8.3. Attendance.

Attendance at labor-management meetings shall be voluntary on the employee’s part, and attendance during such meetings shall not be considered time worked for compensation purposes, except that if the parties agree to schedule a meeting during an employee’s regular straight-time shift, the employee shall be compensated for time lost from the normal straight-time work day. All on-duty time spent in labor-management conferences shall be counted toward calculation of overtime payment.

ARTICLE IX
EMPLOYEE SECURITY

Section 9.1. 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 matter, or discharged without just cause. The Employer agrees with the tenants of progressive discipline, but reserves the right to determine what the appropriate disciplinary action shall be, and shall not be precluded from imposing more severe disciplinary action, depending on the nature and severity of the violation.

Section 9.2. Personnel Files.

The Employer's personnel files, disciplinary history and investigative files (except pending investigations) which are maintained by the Police Department 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 9.3. 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 files 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 9.4. Limiting Use of Unsubstantiated and Aged Documents.

Any information of an adverse nature which is unfounded, exonerated or otherwise not sustained shall not be used against any employee in any future proceeding. Where two (2) years has passed since the issuance of any reprimand to an employee and no repeated occurrence of the same type of misconduct has been documented in that time, the reprimand will be deemed to have expired and the Westchester Police Department shall not use such reprimand in any future disciplinary proceeding. The Board of Fire and Police Commissioners shall not be provided copies of any expired disciplinary materials and may not rely upon those materials for promotional or disciplinary purposes. All public records and nonpublic records related to complaints, investigations, and adjudications of police misconduct shall be permanently retained and may not be destroyed in accordance with 50 ILCS 205/25.

Section 9.5. Critical Incident Investigation.

No Officer involved in a critical incident shall be subject to formal interrogation under the Uniform Peace Officer's Disciplinary Act, until the officer has had at least two (2) sleep cycles from the date/time of the critical incident.

Section 9.6. Use of Squad Car Audio/Video Cameras.

The Village may obtain and install mobile and squad car audio/video cameras. Supervisors may conduct random reviews of recordings for training and/or quality control purposes. No officer will be interrogated pursuant to the Uniform Peace Officers Disciplinary Act regarding non-criminal allegations of wrongdoing, without first being afforded an opportunity to observe/review all of the audio/video recordings pertaining to the event(s) which is the subject of the interrogation, but this observation/review is limited to recordings that the Department has in its possession at the time of the interrogation. In any disciplinary arbitration hearing conducted pursuant to the provisions of Article III (GRIEVANCE PROCEDURE) of this Agreement, the Village is barred from seeking to introduce any admissions or statements made by a bargaining unit member during the course of any interrogation that were made in violation of the provisions of this Section. Any questions concerning the admissibility of any audio/video recordings will be left to the trier of fact. The provisions of this Section shall not be applicable to any investigation or interrogation involving allegations of criminal wrongdoing.

If the Village implements body cameras, the use of such cameras shall be in accordance with the Law Enforcement Officer – Worn Body Camera Act (50 ILCS 706/10-1 *et seq.*).

ARTICLE X
SENIORITY

Section 10.1. Definition.

Seniority is defined as continuous length of service as a full-time sworn peace officer 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 10.2. Seniority List.

The Employer shall prepare a list setting forth the present seniority dates of all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 10.3. Termination of Seniority.

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

- (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 an approved leave of absence from the Police Department; or
- (5) is absent for three (3) consecutive scheduled work days without prior notification or authorization.

Under these terms and conditions as so indicated, the employee waives all rights for a grievance remedy under the terms of this Agreement.

Section 10.4. 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.

Section 10.5. Layoff.

If it is determined that layoffs are necessary, employees will be laid off in reverse seniority order, as provided in 65 ILCS 5/10-2.1-18. Except in an emergency, no layoff will occur without at least fifteen (15) calendar days notification to the Chapter and to all affected employees. The Village agrees to consult the Chapter, upon request, and afford the Chapter an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 10.6. Recall.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given at least thirty (30) calendar days' notice of recall, including the expected date of return. Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Chapter. The employee must notify the Chief or his designee of his intention to return to work within ten (10) days after receiving notice of recall and must report to work on the date specified in the notice of recall, unless mutually agreed otherwise. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his/her designee with his latest mailing address. If an employee fails to timely respond to a recall notice or fails to report to work on the recall date, his/her name shall be removed from the recall list and the employee shall have no additional right to recall.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1. Union Non-Discrimination.

Employees included in the appropriate bargaining unit set forth in Article I of this Agreement shall have the right to join or to refrain from joining the Union. The Village and the Union agree not to interfere with the rights of employees to become or not become members of the Union and, further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership. Nothing contained in this Agreement shall be construed to prohibit individual employees from presenting grievances to the Village, provided, however, that the settlement of any such grievance shall not be inconsistent with the terms of this Agreement.

Section 11.2. Job Transfers.

An employee who feels that a job transfer which is disciplinary in nature is arbitrary or discriminatory may file and process a grievance in accordance with the provisions set forth in Article III of this Agreement.

Section 11.3. Chapter Bulletin Board.

The Village will make available one (1) bulletin board to be used for the posting of notices of Chapter or Union meetings, Chapter or Union elections and other official Chapter or Union activities; provided, however, that no notices of a partisan political or inflammatory nature shall be posted. All notices will be submitted to the Police Chief for posting. Approval of the request to post shall not be unreasonably denied.

Section 11.4. Local Chapter President.

The President of the local Chapter or another local union representative (such as a negotiating team member) shall be allowed to attend a Chapter or Union board meeting or conference without loss of pay twice each calendar year (a maximum of two (2) per year).

Section 11.5. Educational Incentive.

A one-time incentive payment of \$500 shall be made to each patrol officer who evidences receipt of a two (2)-year college certificate or degree in a police-related course. An additional one-time incentive payment of \$500 shall be made to each patrol officer who evidences receipt of a four (4)-year college degree in a police-related course. These stipends are to be paid to officers who earned such degree or certificate while employed by the Village in 2014 or thereafter.

Section 11.6. Bill of Rights.

The Village agrees to abide by the requirements of the "Peace Officers' Disciplinary Act," 50 ILCS 725/1, *et seq.* In accordance with the IPLRA, officer shall have the right to have a Union Representative present during any meeting with a supervisor wherein the officer is subject to questioning, provided that the officer reasonably believes that disciplinary action is being contemplated against the officer being questioned. An officer may also have a Union Representative present during any meeting with a supervisor wherein the officer will be issued any

discipline. Such meeting shall be reasonably delayed if a Union Representative is not immediately available, but the delay cannot exceed sixty (60) minutes. The Union Representative shall be a union steward and not legal counsel. An alleged violation of this section may not be taken to arbitration under the grievance procedure, Article III, absent the specific written agreement of the Union and the Village, however any statement given by a member in violation of this section may not be used against a member for disciplinary purposes. This Section is not a waiver of the rights described by *NLRB v. Weingarten, Inc.*, 420 U.S. 251 (1975).

Section 11.7. Employee Indemnification.

The Village will continue, for the life of this Agreement, its current policy of defending and providing representation to officers sued for actions taken within the scope of their authority, where the officer cooperates with the Village in defense of the action. This Article shall neither add to nor detract from an officer's current protection as now provided by the Village or Illinois statutes.

Section 11.8. Jury Duty.

Any 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. An officer who serves on jury duty and who endorses the jury duty remuneration over to the Village shall be allowed to exchange that jury duty for that day's scheduled shift.

Section 11.9. Military Leave.

Employees shall be granted military leave in accordance with law.

Section 11.10. 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 in which the employee receives a "C" or "PASS" (in a pass/fail course) grade. Prior approval of the Chief and the Village Manager 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).

Reimbursements are granted on a first-come, first-serve basis and are dependent on the availability of funds. If reimbursement funds are exhausted in any fiscal year, the Village will take reasonable steps in the following fiscal year to accommodate the bargaining unit employees' requests. Employees receiving reimbursement are required to remain employed by the Village for a period of six (6) months after completion of the reimbursed course. Employees failing to meet this requirement shall return to the Village the tuition reimbursement received within the past six (6) months.

Section 11.11. 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 fifteen (15) miles from Village Hall, the Village will pay the prevailing I.R.S. mileage rate in excess of fifteen (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 thirty-five (35) mile drive (as calculated by the shortest MapQuest route) of the Village, the employee shall receive two (2) hours of compensatory time for that travel.

Section 11.12. Physical Exam.

Annually or every other year, the Department may adopt a policy for employee physical examinations (paid for by the Village) in order to determine an officer's continuing ability to perform his regular job duties. The primary purpose of exams shall be preventative medicine and wellness emphasis and only in clear cases will be used to determine physical inability to perform regular job duties. The results of an employee physical examination will not be submitted to any representative of the Village, unless the medical finding is that the employee is medically unable to perform his job, in which event the information from the physician will be submitted directly to the Village Manager and to no other representative of the Village.

Section 11.13. Light Duty.

Employees who are physically unable to perform their normal job duties may be placed on light duty assignments, if the Police Chief determines that there is light duty work available at the time, and provided that the employee is medically capable of 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.

The parties agree that working in telecommunications may constitute a “light duty” assignment. The Chief’s Memorandum of Understanding of August 1, 2003, attached hereto as Appendix D, is incorporated into the Agreement.

Section 11.14. Impasse Resolution.

The resolution of any bargaining impasses shall be in accordance with the provisions of the Illinois Public Labor Relations Act, 5 ILCS 315/1, *et seq.*, or as otherwise mutually agreed.

Section 11.15. Employee Assistance Program.

The Employer shall provide an Employee Assistance Program to the employees and members of their immediate household families.

Section 11.16. Residency.

Employees covered by this Agreement who are hired after [date of execution] must live within the state of Illinois. .

Section 11.17. Performance Evaluations.

The Evaluation Report attached hereto as Appendix F shall be implemented as per agreement of the parties.

Section 11.18. Police Officer Reimbursement Obligation.

For officers hired after January 1, 2016, in the event that an officer ceases employment with the Village within thirty-six (36) months of commencement of full-time employment as a police officer, due to any cause other than termination by the Department, or discontinuance due to injury or illness, such officer shall reimburse the Village for the costs incurred by the Village as tuition or other attendance costs for the officer attending any Police Academy, and the costs of equipment purchased by the Village.

The officer shall be required to execute an authorization to allow the Village to withhold such reimbursement sum from the employee's paycheck.

Section 11.19 **Lateral Hires.**

New full time employees who are hired by the Village as a lateral hire may begin at a pay rate up to Step 4 of the wage scale. Nothing in this Section shall be construed to affect the officer's seniority within the Department for any purpose other than wages. Step raises will be on their anniversary date of their date of hire each year thereafter.

ARTICLE XII
EMPLOYEE ALCOHOL AND DRUG TESTING

Section 12.1. **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 officers of the Police Department.

Section 12.2. **Prohibitions.**

Officers shall be prohibited from:

- (a) Consuming or possessing alcohol, marijuana, cannabis and/or marijuana metabolites 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 officer's personal vehicle while engaged in Village business;
- (b) Possessing, using, selling, purchasing or delivering any illegal drug, marijuana, cannabis or any derivation of marijuana, e.g., gummies, candies, 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.

Employees covered by this Agreement are prohibited from voluntarily possessing or using marijuana or cannabis in any form, on or off duty, even though Illinois law may permit certain individuals to possess and use marijuana and cannabis. However, the Employer may not take adverse employment action against an employee based solely on the lawful possession or

consumption of cannabis, or cannabis infused substances, by people residing in the employee's household or by any other person in the employee's presence. This provision does not apply to situations where employees are authorized or otherwise required to temporarily possess marijuana or cannabis as part of their official duties.

Section 12.3. Drug and Alcohol Testing Permitted.

In order to help provide a safe work environment and to protect the public by insuring that police officers have 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 Section 12.2. Unlawful use of drugs or being under the influence of alcohol or cannabis shall be cause for discipline, including discharge. If an officer is found to have a BAC level greater than .021, such officer may be suspended without pay for up to thirty (30) days, or discharged from employment, in accordance with Section 3.6 of this Agreement; provided, however, that an officer who is found to have a blood/alcohol concentration (BAC) level of .021 or more, but less than .05, shall be disciplined for a first offense by suspension without pay for up to five (5) working days. Any suspension as a result of a BAC level of .021 or more, but less than .05, shall not be used as a factor in aggravation after sixty (60) months, if there have been no additional violations of Section 12.4(i), within that sixty (60) month time period. The BAC level and disciplinary limitation contained within this Section does not apply to Officers involved in on-duty shootings as described within Section 12.3.1 if the Police Department can demonstrate that the on-duty shooting was reasonably related to the use of alcohol.

Section 12.3.1 Drug and Alcohol Testing for Officer Involved Shootings

1. Union members shall be required to abide by the Village's General Order regarding "Use of Deadly Force," including the requirement that each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.
2. For the purposes of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

3. The parties agree that the term “involved in” an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term “involved in” include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.
4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.
5. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant. This does not limit the Village’s right to obtain test results via other available legal processes.

Section 12.4. 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 officer to allow for an initial screening, a confirmatory test, and a sufficient amount to set aside reserved for later testing if requested by the officer.
- (d) Collect samples in such a manner as to preserve the individual officer’s right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Officers submitting a sample shall be observed by a member of the same sex to be designated by a supervisory officer.
- (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 officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer’s choosing, at the officer’s own expense; provided the officer 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 officer's interests.
- (h) Provide each officer 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 officer is under the influence of alcohol, test results showing an alcohol concentration of .021 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive.

Section 12.5. Voluntary Requests for Assistance.

The Village shall take no adverse employment action against any officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the officer with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

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

Officers who do not agree to 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 officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property and safety of others. Such officer shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

ARTICLE XIII
UNION SECURITY

Section 13.1. Dues Checkoff.

Upon receipt of proper written authorization from a member, the Employer shall deduct each month's Union and Chapter dues in the amount certified by the Union from the pay of all members covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police and to the Chapter on a monthly basis. A copy of the dues deduction form is attached hereto as Appendix B.

Section 13.2. Indemnification.

The Union shall indemnify, defend and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of any action taken or not taken by the Employer for the purpose of complying with the provision of Section 13.1 taken in reliance on any written check-off authorization furnished under any of such provisions, and/or in the event of a legal challenge to the Dues Checkoff Section, provided that such challenge is not initiated or prosecuted by the Employer.

ARTICLE XIV
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 the other shall not be obligated to bargain collectively with respect to any subject or matter contained in this Agreement.

ARTICLE XV
TERMINATION AND LEGAL CLAUSES

Section 15.1. Savings.

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In such event, upon the request of either party, the parties may meet promptly and negotiate with respect to those provisions that have been rendered or declared unlawful, invalid or unenforceable.

Section 15.2. Term.

This Agreement shall be effective May 1, 2020 and remain in full force and effect through the 30th day of April, 2023, and shall be automatically renewed from year to year thereafter unless written notice of desire to terminate or modify said Agreement is given by either party between ninety (90) days and one hundred twenty (120) days prior to the expiration date set forth above or each yearly period thereafter if applicable.

Notwithstanding any provision in this Agreement to the contrary, this Agreement shall remain in effect after the expiration date while negotiations and/or impasse procedures for a new agreement are continuing.

EXECUTED this 8 day of June, 2021, after receiving approval of the President and Board of Trustees of the Village and after ratification by the Union membership.

**METROPOLITAN ALLIANCE OF
POLICE WESTCHESTER PATROL
CHAPTER #651**




KEITH GEORGE, PRESIDENT



CHAPTER PRESIDENT

VILLAGE OF WESTCHESTER





VILLAGE PRESIDENT



VILLAGE CLERK

APPENDIX A GRIEVANCE FORM

 METROPOLITAN ALLIANCE OF POLICE Dept: _____ Chap# _____		Page 1 Grievance # _____
GRIEVANCE REPORT		
GRIEVANT DATA (If more than one (1) grievant, list separately in narrative)		Grievant(s) or MAP chapter rep MUST Sign Grievance
Grievant's Name: Last, First MI: _____		Star #: _____
Incident Date: _____	Contract Article and Section Violated: _____	Date/Time Step 1 Initiated: _____
Shift Assignment: _____	Supervisor: _____	Presented To: _____
Grievant's Signature: _____		MAP chapter Rep. Signature: _____
S T E P 1	STATEMENT OF GRIEVANCE STEP 1	
	Briefly state the cause of your grievance and the remedy you seek _____ _____ _____ _____ _____	
	See attached for additional information <input type="checkbox"/>	
	Employer's Step 1 response and reasons therefore: _____ _____ _____ _____	
	Immediate supervisor's signature: _____ Date/Time of response: _____	
	Response given to: _____	
S T E P 2	REASONS FOR ADVANCING GRIEVANCE STEP 2	
	_____ _____ _____ _____ _____	
	See attached for additional information <input type="checkbox"/>	
	Grievant's signature: _____ Date/Time Step 2 initiated: _____	
	Presented to: _____	
	Employer designee's response and reasons therefore: _____ _____ _____ _____	
Employer designee's signature _____ Date/Time of response: _____		
Response given to: _____		

 METROPOLITAN ALLIANCE OF POLICE Dept: _____ Chapter # _____		Page 2 Grievance # _____
GRIEVANCE REPORT		
S T E P 3	REASONS FOR ADVANCING GRIEVANCE STEP 3	
	<div style="border-bottom: 1px dashed black;"></div> <div style="border-bottom: 1px dashed black;"></div> <div style="border-bottom: 1px dashed black;"></div>	
	See attached for additional information <input type="checkbox"/>	
	Grievant's Signature: _____	Date/Time Step 3 Initiated: _____
	Presented To: _____	
	Employer Designee's Response and Reasons Therefore: <div style="border-bottom: 1px dashed black;"></div> <div style="border-bottom: 1px dashed black;"></div> <div style="border-bottom: 1px dashed black;"></div>	
	Employer Designee's Signature: _____	Date/Time of Response: _____
	Response Given To: _____	
S T E P 4	REASONS FOR ADVANCING GRIEVANCE STEP 4	
	<div style="border-bottom: 1px dashed black;"></div> <div style="border-bottom: 1px dashed black;"></div> <div style="border-bottom: 1px dashed black;"></div>	
	See attached for additional information <input type="checkbox"/>	
	Grievant's Signature: _____	Date/Time : _____
	Chapter President or Designee Signature : _____	Date/Time : _____
A R B I T R A T I O N	DATE GRIEVANCE ADVANCED TO ARBITRATION AND PERSON SERVED WITH NOTICE	
	<div style="border-bottom: 1px dashed black;"></div> <div style="border-bottom: 1px dashed black;"></div> <div style="border-bottom: 1px dashed black;"></div>	
	<div style="border-bottom: 1px dashed black;"></div> <div style="border-bottom: 1px dashed black;"></div> <div style="border-bottom: 1px dashed black;"></div>	
	Chapter president or designee signature: _____	Date/Time submitted for arbitration: _____

APPENDIX B
DUES DEDUCTION FORM



Metropolitan Alliance of Police

215 Remington Boulevard Suite C • Bolingbrook, IL 60440
Phone: 630/759-4925 • Fax: 630/759-1902
E-mail: mapunion@msn.com • www.mapunion.org

BOARD OF DIRECTORS

Keith R. George
President

Richard Tracy
Vice President

John P. Ward
Secretary

Raymond Violetto
Treasurer

John Holiday
Director

Mark Wolenberg
Director

Michael Martin
Director

CHIEF COUNSEL

Joseph Mazzone

CO-COUNSEL

Richard Reimer
Steven Calcaterra

STAFF COUNSEL

Keith Karlson

GENERAL COUNSEL

Ronald Cicinelli
Chris Potthoff
Jerry Marzullo
Jeffrey Goodloe
Raymond Garza
Gary Deutschle
Mark McQueary
Michael Butler

ANALYST

Alfred Molinaro

CHAPLAIN

Deacon Thomas Ross

CHECK OFF DUES AUTHORIZATION

PLEASE RETURN TO MAP

I, the undersigned member of the Metropolitan Alliance of Police (MAP) Chapter #651, hereby authorize and direct my employer, the Village of Westchester, to deduct from my wages and to pay to the Metropolitan Alliance of Police or its authorized representative, the regular monthly dues of \$38, which may be owed to the Metropolitan Alliance of Police as a result of my membership therein.

This authorization shall continue to be in effect for successor contracts between the employer and the Metropolitan Alliance of Police, although the dues amount may change during the term of the contract.

Member's name: _____
(Please print) (FIRST) (LAST)

DOH: _____ Rank: _____ DOB: _____

Address: _____ City: _____
(Home)

State: _____ Zip: _____ Phone: _____
(Cell)

E-mail: _____
(Personal)

Member's signature: _____ Date: _____

Rev 9/2020

APPENDIX C
VACATIONS



WESTCHESTER POLICE DEPARTMENT

INTER-DEPARTMENTAL MEMO



TO: Sergeant Giuseppe Manna
FROM: DC Stieber
SUBJECT: 2022 Vacation Request

DATE:

- 1) Sergeants pick first. The sergeant's seniority is based on when they made rank.
- 2) Patrol Officer's vacations will be picked on a seniority basis.
- 3) Vacations can extend up to and including 12/31/2022.
- 4) Vacation selection requests will be based on minimum shift standards set by the Chief of Police.
- 5) Vacations will be picked in 5 day increments, between Sundays – Saturday, or between scheduled days off.
- 6) Any remaining vacation days must be picked in a single block connected to the officer's day off.
- 7) Only one Sergeant per shift may be on vacation, no overlap on same shift.
- 8) No more than two sergeants from different shifts may be on vacation at the same time.
- 9) The department reserves the right to administratively deny a vacation overlap on holidays such as: 1/1, 7/3, 7/4, 10/31, 12/24, 12/25, and 12/31 or during special events.

Circle your choice of Available Shift Key:

KEY 1 KEY 2 KEY 3

Vacation Dates Requested

Vacation Days Due: 25 DAYS

of Days This Period _____ Start _____ End _____ Date _____

of Days This Period _____ Start _____ End _____ Date _____

of Days This Period _____ Start _____ End _____ Date _____

of Days This Period _____ Start _____ End _____ Date _____

of Days This Period _____ Start _____ End _____ Date _____

___ I choose to hold my entire partial week of my vacation to be used at a later time.

OR

___ I choose to hold 5 days of vacation to be used at a later time; in accordance with section 6.3 (B) of the CBA

Officer's Signature _____

APPENDIX D
MEMORANDUM OF UNDERSTANDING

ROBERT J. SMITH
Chief of Police



Westchester Police Department

10300 W ROOSEVELT RD
WESTCHESTER, IL 60154
ADMINISTRATION (708) 345-0060
EMERGENCY (708) 343-2131 OR 911

8-1-2003

MEMORANDUM OF UNDERSTANDING

The Village has taken steps to recruit people for the position of civilian dispatcher. While it is in the best interest of all parties that the dispatch center be sufficiently staffed, it may be necessary from time to time to use patrol officers for lunch reliefs. However, even when fully staffed there may arise situations requiring the use of a patrol officer to fill in at the 9-1-1 center for a longer period.

The police department has initiated training of as many as three officers per shift to handle lunch reliefs to minimize consecutive incidents of the same officer having to fill in at 9-1-1.

Additionally, the second sergeant on each shift will also be trained to be able to handle lunch reliefs. Reliefs by a second sergeant will occur only when the shift commander is working and if a patrol officer is not available for lunch relief.

The Patrol Commander will normally schedule officers for any 9-1-1 relief when a civilian is not available, and will make every effort to rotate among the officers on a particular shift.

In the event an officer is scheduled to work an entire shift at 9-1-1, it will not impact the ability for another officer from the same shift to take time due, even if it brings the shift to one person below T.O. However, when the Chief of Police or his designee determines an unusual or emergency situation exists, time due that might bring the shift below T.O. may not be authorized.

fop-911

APPENDIX E OVERTIME FORM

Officers	Star#	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Ofc. Grolb	131																															
Ofc. Lococo	137																															
Ofc. Krejci*	139*																															
Ofc. Sosnowski	140																															
Ofc. Coltri	142																															
Ofc. Lynam	145																															
Ofc. Didine	147																															
Ofc. Tounas	148																															
Ofc. Rauglas	150																															
Ofc. Mode	152																															
Ofc. Rizzo	154																															
Ofc. Valle	155																															
Ofc. Padalik	156																															
Ofc. Aguirre	157																															
Ofc. Hyland	159																															
Ofc. Ramos	160																															
Ofc. Czerwonka	161																															
Ofc. Stock	162																															
Ofc. Tierney	163																															

1) Determine which officers are working

2) Determine the seniority of the officers; note officers on shift switch code(s) are the lowest in seniority; administrative switches do not apply

APPENDIX F PERFORMANCE EVALUATION FORM

Village of Westchester Performance Evaluation Report

SECTION 1: GENERAL INFORMATION

Employee's Name: _____ Title of Position: _____

Department: POLICE

Evaluation Period: To:

Evaluator's Name: Date:

SECTION 2: PERFORMANCE CRITERIA AND RATING:

The below categories of employee performance consist of various sub-factors. The employee should be evaluated in each of these sub-factors as follows:

- (5) **EXCEPTIONAL:** This rating reflects a thorough, efficient, and outstanding effort.
- (4) **EXCEEDS STANDARDS:** Above average performance, performance in excess of expected results.
- (3) **MEETS STANDARDS:** Satisfactory performance, all expectations met.
- (2) **NEEDS IMPROVEMENT:** Below average performance, inconsistent and often ineffective.
- (1) **UNACCEPTABLE:** Performance consistently fails to meet the minimum requirements of the job.
- (N/A) **NOT APPLICABLE:** Evaluation of the factor is inappropriate for the employee being evaluated.

In making the evaluation of each category listed below, supervisors are to evaluate the employee's performance only in assignments during the preceding annual period and compare that performance to that of other employees in the same class and in similar assignments.

Evaluation Factor	N/A	Unacceptable (1)	Needs Improvement (2)	Meets Standards (3)	Exceeds Standards (4)	Exceptional (5)
1. Job Knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Judgment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Attitude	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Cooperation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Dependability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Quantity of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Effectiveness under Stress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Adaptability to Change	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Public Contact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Concern for Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Compliance w/ Rules & Supervision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Attendance & Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Total Score (Sum of all Ratings): _____

Supervisory Personnel Only

Evaluation Factor	N/A	Unacceptable (1)	Needs Improvement (2)	Meets Standards (3)	Exceeds Standards (4)	Exceptional (5)
1. Decision Making	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Leadership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Evaluating Subordinates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Fiscal Planning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Total Score (Sum of all Supervisor Ratings): _____

Evaluation Summary – final score of all ratings: _____

Performance Rating:

(Check one based on final score)

Below Minimum Standards

Non-Supervisory

☐ 0-29

Needs Improvement

☐ 30-44

Meets Standards

☐ 45-57

Exceeds Standards

☐ 58-69

Exceptional

☐ 70-75

Supervisory

☐ 0-40

☐ 41-59

☐ 60-75

☐ 76-89

☐ 90-100

SECTION 3: REMARKS BY EVALUATOR:

SECTION 4: DETERMINATION OF WORK OBJECTIVES FOR NEXT PERIOD

Work Objective #1:

Performance Expectations:

Work Objective #2:

Performance Expectations:

Work Objective #3:

Performance Expectations:

Work Objective #4:

Performance Expectations:

SECTION 5: COMMENTS BY EMPLOYEE

_____ I Concur with the evaluation score _____ I do not concur, wish additional review

_____ I do not concur; however, I waive my right to further appeal.

SECTION 6: AUTHORIZATIONS

Employee Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Assisting Evaluator Signature: _____ Date: _____

Department Head Signature: _____ Date: _____

Village Manager Signature: _____ Date: _____

Village of Westchester Performance Evaluation Guide

I. Introduction

Purpose of the Guide: The purpose of the Guide is to serve as a tool of explanation for both the employee and the supervisor in completion of and application of the evaluation.

Purpose of Evaluation: The performance evaluation is designed to evaluate the performance of the employee in his/her current job assignment. The goal of the evaluation is to motivate employees towards continued and improved quality service delivery to internal and external customers. As each of us is ultimately responsible to the residents of the Village of Westchester of this evaluation is the provision of quality service delivery by quality employees.

II. Criteria of Performance

Several factors are listed and described in the Performance Evaluation form. These factors provide a way to measure the quality service delivered by Village employees.

III. Criteria related to Supervising Personnel

Consider the supervisor's efforts to mentor and coach individuals in skill development and to recognize and develop capabilities of others. Also consider the supervisor's ability to direct efforts to meet department goals and objectives.

IV. Measures

Measures are defined on the cover page of the Performance Evaluation. Measures include: ~~Exceptional~~, Exceeds Standards, Meets Standards, Needs Improvement, Unacceptable, and N/A.

- a. The supervisor shall complete the Performance Evaluation with the appropriate performance rating and shall be responsible for establishing the Performance Rating based upon the ratings.
- b. The supervisor shall discuss the findings of the evaluation with the employee and shall ensure that the results are understood. The supervisor must be able to substantiate any area in which an employee receives a rating of less than, or more than, "Meets Standards (3)".
- c. The employee has three options relative to the evaluation, which are required to progress the evaluation through the process.
 1. Concur with the evaluation score
 2. Do not concur, wish additional review
 3. I do not concur; however, I waive my right to further appeal
- d. Employee's seeking option #1 or #3 can sign the document, which is then presented to the department head and then the Village Manager.
- e. Employee's seeking to have a review performed, must choose option #2 and sign the document. The review is conducted by the department head that is responsible to ensure that supporting documents are provided to justify the score. In the event the supervisor is unable to substantiate the rating, the department head may change the ratings based upon the information presented to him/her.
- f. Each employee is responsible for establishing Work Objectives for the next rating period. These objectives should be agreed upon by the employee and supervisor.
- g. The Performance Evaluation shall be signed by the employee, the appropriate supervisor, the department head and the Assistant to the Village Administrator.

V. General Guidelines

A supervisor's role requires that he/she continually evaluate the employee's performance. As such, evaluations are made daily through observation and direct contact. Evaluations are to be performed annually regardless of receiving merit increases. There are no exceptions to this rule.

The Performance Evaluation is not a substitute for daily instruction of subordinates by a supervisor. The supervisor has an obligation to the employee, as well as the Village of Westchester, to correct poor work and improper job conduct, as well as to recognize outstanding performance at the time it occurs.

Influences which distort the evaluation process and which should not be considered are:

- A rationalization that ratings do not merit any real value.
- A desire to avoid unpleasant tasks.
- A feeling that "other supervisors don't play the game fairly so why should I penalize my subordinates".
- Anxiety to retain friendship.
- Giving undue consideration to an employee because of seniority, age, need, gender, religion, or race.
- Bias toward a conclusion as you approach a problem
- "Halo effect" – rating a subordinate higher than he merits.
- A hesitancy to render extreme judgments, the result being to place individual ratings into an "average" classification.

Documentation – In order to maintain objectivity, as well as to overcome subjective influence, the Rater is encouraged to maintain daily notes on events which pertain to the employee's performance. A record of both desirable and undesirable incidents is not only beneficial for the preparation of the rating form, but may also be utilized to answer questions relative to the supervisor's determination of the indicated job performance.

VI. Form Specific Guidelines

- Select a time and a place where work can be completed without interruption.
- Note that the evaluation form lists several evaluation factors for rating the employee's performance. Evaluation on these factors is to be based on objective data maintained by the employee's supervisor.
- There is also a narrative evaluation of the employee's performance. This section is to be used to highlight performance strengths, areas in need of improvement, goals to strive for the following year, the employee's comments and the supervisor's comments. Any evaluation score given requires an explanation from the supervisor to justify the assessment.
- A narrative section is included for discussion of any awards, commendations, disciplinary action, or other job related issues/concerns involving the employee during the current rating period.
- Designed to assist with personal growth and professional development

VII. Setting Personal Goals and Objectives for Next Year

- Created through collaborative effort by supervisor and employee
- Realistic goals with measurable objectives
- Include dates for future meetings to review progress
- Failure to achieve personal goals and/or objectives will not negatively impact the performance assessment

VIII. Guidelines for Review Meeting

- A meeting date is scheduled and paperwork is distributed prior to that date.
- A private room or office, free from interruptions, is utilized.
- Constructive and specific feedback on performance is given.
- Both sides listen and ask for clarification, if necessary.
- Positive feedback is provided on a job well done, if applicable.
- Agreement is reached on areas of performance that need improvement.
- Personal goals and objectives are discussed and created, where applicable.

IX. Form Processing

- Once the evaluation is completed and reviewed by the appropriate supervisor(s), it is reviewed by the employee.
- The signed original and employee self-evaluation are forwarded to the department head to review and sign.
- Copies are provided to the employee.
- The signed original and employee self-evaluation are forwarded to the Assistant to the Village Administrator to review and file in the employee's personnel file.

Dental Plan

Benefits	Delta Dental	
	Delta Dental PPO Network * & Delta Dental Premier Network **	Non-Network ***
Deductible		
Individual	\$25	
Family	\$75	
Waived for Types A and D	Yes	
Annual Maximum (per covered person)	\$1,500	
Orthodontia Lifetime Maximum (Orthodontia for you, your spouse and your children up to age 26)	\$1,500	
Type A: Preventive Services (cleanings, exams, X-rays)	100%	100%
Type B: Basic Restorative (fillings, extractions)	80%	80%
Type C: Major Restorative (bridges, dentures)	50%	50%
Type D: Orthodontia	50%	50%

*Delta Dental PPO dentists accept payment based on the lower of the submitted fee or the PPO fee schedule, which is established at a level that typically delivers a 15 - 40% discount off of average billed charges nationally.

**Delta Dental Premier dentists accept payment based on the lower of the submitted fee or Delta Dental's maximum plan allowance (MPA), which is established at a level that typically delivers a 5 - 15% discount off of average billed charges nationally.

***Non-network (non-Delta Dental PPO/non-Delta Dental Premier) dentists are reimbursed at the 90th MDR (Medicaid Data Review).

Delta Dental PPO and Premier dentists cannot balance bill the member for the difference between Delta Dental's allowed fee and the dentist's submitted charge.

The information provided is a brief summary of the Village of Westchester's Dental Plan and the services Delta Dental covers. If you have specific questions regarding benefit coverage, limitations or exclusions, contact Delta Dental.

• Delta Dental is the administrator of dental benefits for you and your family. Delta Dental offers you both telephonic and web access to your personal information to assist you in managing your dental benefits.

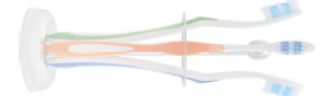
» Telephonic: A Delta Dental customer service representative can be reached at 800.323.1743, Monday through Thursday between 7 a.m. and 7 p.m. CST, and Friday between 7 a.m. and 6 p.m. CST.

» Web: Employees can access Delta Dental's website by logging on to deldental.com. This website offers you the ability to view claim status and eligibility information, view a summary of your dental benefits, as well as locate a dentist in your area. When prompted, choose the "Delta Dental PPO" network for the highest level of benefits, and follow the on-screen instructions.



Gallagher

Insurance | Risk Management | Consulting



This summary is designed to give you an outline of the health benefit programs offered through the Village of Westchester. Confined in this summary is a comparison of our medical plans and how you can utilize the plan.

JULY 2021

Benefit Summary

The Who's Who of Your Village of Westchester's Benefit Plans

- Blue Cross Blue Shield of Illinois (BCBS) is the claims administrator for the Village of Westchester's PPO and HMO medical plans.
- » Contact BCBS for questions concerning membership, plan benefits, or status of claim payments. HMO Customer Service Representatives can be reached at 800.892.2803, PPO Customer Service Representatives can be reached at 800.458.6024 both between 8:00 a.m. and 6:00 p.m. CST, Monday through Friday.
- » BCBS's website is both user-friendly and informative. The site allows you to seek answers about BCBS and available PPO and HMO doctors and hospitals, and to link to vendor sites. Their web address is www.bcbsil.com.
- Blue Cross Blue Shield of Illinois offers convenient online tools and personalized telephone services that help support, inform and motivate individuals in their wellness efforts. All employees, spouses, and dependents covered under the Village of Westchester's BCBS medical plan can participate at no charge to you.
- » Employees can learn about their health status and potential health risk by completing the confidential Health Assessment online by logging in to and registering on the secure Blue Access for Members website at www.bcbsil.com.
- » Well on Target® is a program that can give you the support you need to make healthy choices while rewarding you for your hard work. Join the low cost Fitness Program with access to more than 10,000 fitness locations nationwide. Employees can access Well on Target through BlueAccess for Members or www.wellontarget.com. Blue Points is a program that rewards you for engaging in healthy activities.
- The following are available for PPO Members Only:
 - » 24/7 Nurseline: Speak with a registered nurse to help you decide whether you should go to the emergency room, urgent care center or make an appointment with your doctor on their 24/7 Nurseline at 800.299.0274.
 - » MDLIVE: Call the customer service number at 888.676.4204 or download their app MDLIVE to connect with a board certified doctor 24/7 (Virtual Visit). You will pay your portion of the Virtual Visit based on your medical plan provisions.
 - » Ovia Health is a maternity program offering expectant mothers support and education throughout pregnancy.
 - Express Scripts manages the prescription drug program for the Village of Westchester. Retail and mail-order prescription services for the medical programs are administered through Express Scripts.
 - » Express Scripts member service representatives can be reached at 800.294.7041, 24 hours a day, 365 days a year (except Thanksgiving and Christmas). Contact Express Scripts for questions regarding orders, account information, or to refill prescriptions.
 - » Or you can visit Express Scripts online at www.express-scripts.com to order refills, check order status, compare medication costs, find potential lower-cost options, receive time-sensitive alerts and reminders, print forms, and much more. If you are a first time visitor to our site, take a moment to register. Please have your member ID number and a recent prescription number available.
 - » Express Scripts Smart90 Program – If you take maintenance medications (long-term medications), be sure to obtain a 90-day/3-month supply from Walgreens, CVS, or through Express Scripts home delivery to avoid paying the full cost of the prescription. Call 800.294.7041 or visit express-scripts.com/90day for more information.
 - The Standard is the life insurance carrier for your Basic employee-pool and Supplemental employee-pool life insurance benefits. The Standard Customer Service Representatives can be reached at 866.851.5505 between 8:30 a.m. and 5:00 p.m. CST, Monday through Friday.

Medical Plans

Benefits	Blue Cross Blue Shield Medical PRO Plan – Village (Plan PC1173)	Blue Cross Blue Shield Medical HRA Plan – Village (Plan PC4454)	Blue Cross Blue Shield Medical HMO BlueAdvantage Plan – Village (Plan 801029)
Deductible			
Network	\$500 individual / \$1,500 family	\$2,500 individual / \$5,000 family*	N/A
Non-Network	\$1,000 individual / \$3,000 family		
Out-of-Pocket (includes deductible)			
Network	\$500 individual / \$1,500 family	With HRA: \$500 individual / \$1,000 family	\$1,500 individual / \$3,000 family
Non-Network	\$2,000 individual / \$6,000 family	\$3,000 individual / \$6,000 family	N/A
Office Visit Copay			
Network	\$20 primary care / \$40 specialist	100% after deductible	\$20 primary care / \$40 specialist
Non-Network	80% after deductible	80% after deductible	N/A
Hospital			
Network	100% after deductible	100% after deductible	100%
Non-Network	\$300 copay per admission, then 80% after deductible	\$300 copay per admission, then 80% after deductible	N/A
Hospital Emergency Care			
Network	\$150 copay, then 100%	100% after deductible	\$150 copay
Non-Network			N/A
Wellness			
Network	Deductible waived, 100%	Deductible waived, 100%	100%
Non-Network	80% after deductible	80% after deductible	N/A
Prescription Drug Administered by Express Scripts			
Retail (34-day supply)	\$10 generic / \$40 brand name formulary / \$60 non-formulary	100% after deductible	\$10 generic / \$40 brand name formulary / \$60 non-formulary
Mail Order (90-day supply)	\$20 generic / \$80 brand name formulary / \$120 non-formulary	100% after deductible	\$20 generic / \$80 brand name formulary / \$120 non-formulary
Prescription Out-of-Pocket (network)	\$6,650 individual / \$12,800 family	\$4,650 individual / \$9,300 family	\$5,650 individual / \$11,300 family

***Health Reimbursement Account** – First \$2,000 for single and first \$4,000 for family.

This benefit schedule is for illustrative purposes only; please consult benefit booklet for more information.

This notice is no way replaces the plan document of coverage, which outlines all the plan provisions and equally governs the operation of this plan.

The Village complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

The Village does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

APPENDIX H
ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS

I. Notice to Employee

I, _____, a police officer in the Village of Westchester, and a member of the Metropolitan Alliance of Police, Chapter 651 (“Chapter”), being proposed for discipline by the Village of Westchester Police Department, have been informed of my options to dispute discipline in accordance with the collective bargaining agreement between the Village of Westchester and the Metropolitan Alliance of Police, Chapter 651. I understand that I may elect to pursue a grievance over such discipline (option A), or I may choose to dispute the discipline before the Village of Westchester Board of Fire and Police Commissioners (option B), but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other. I further understand that the Board of Directors of the Metropolitan Alliance of Police (“Union”), not the Chapter, has the final authority on whether or not to approve this matter for arbitration. If I elect arbitration and the Union declines to authorize arbitration of this matter for any reason, this does not waive my statutory rights under the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1-17.

I have been given a written notice of the proposed discipline and the factual basis thereof. This notice has been presented to me on _____, 20 ____; I have ten (10) calendar days, exclusive of today, to return this notice to the Chief of Police, or his designee, indicating my choice of disciplinary forum. If I do not return this form electing arbitration, then the proposed discipline will be subject to the Village of Westchester Board of Fire and Police Commissioners, pursuant to the procedures of 65 ILCS 5/10-2.1-17.

Chief of Police or Designee: _____

Officer: _____

Chapter Representative: _____

II. Election

I have had an opportunity to discuss these options with a union representative and choose to dispute the proposed discipline before the following forum:

A. Grievance Arbitration

By selecting the grievance process alternative, I acknowledge my understanding that the Village has the right to unilaterally impose the proposed discipline immediately, without a hearing, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration. An arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive.

By election to file a grievance over my discipline, I hereby release the Village of Westchester, the Westchester Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the grievance arbitration procedure and waive my rights to a hearing before the Village of Westchester Board of Fire and Police Commissioners. I understand that I have three (3) calendar days from my receipt of this notice to request authorization to arbitrate this matter from the Union, and that the Union has seven (7) additional days to submit this document as a request to arbitrate to the Chief of Police or his designee. This document will be considered my grievance. In the event that the Union declines to arbitrate this matter or does not return this document within ten (10) calendar days from the notice of the Decision to Discipline, the discipline will be subject to the jurisdiction of the Village of Westchester Board of Fire and Police Commissioners.

Agreed: _____ Date: _____

This disciplinary charge is hereby approved for arbitration by the Metropolitan Alliance of Police, Board of Directors. This document serves as written notice advancing this matter for arbitration in accordance with the collective bargaining agreement:

Union: _____ Date: _____

B. Board of Fire and Police Commissioners

By selecting an appeal of discipline before the Village of Westchester Board of Fire and Police Commissioners, I understand that I will have a hearing over such discipline before the Board of Fire and Police Commissioners of the Village of Westchester in accordance with their rules and the laws of the State of Illinois as provided within the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1-17 *et seq.*, as amended. I agree that such hearing shall be a waiver of the grievance/arbitration procedures of the collective bargaining agreement between the Village of Westchester and the Metropolitan Alliance of Police.

By election to have a hearing before the Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the Village of Westchester, the Westchester Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election. I understand that this hearing will be subject to the Rules and Regulations of the Village of Westchester Board of Fire and Police Commissioners.

I hereby elect the Village of Westchester Board of Fire and Police Commissioners and waive my rights to the grievance/arbitration procedures of the collective bargaining agreement between the Village of Westchester and the Metropolitan Alliance of Police. This document will be considered my request for a hearing concerning this discipline.

Agreed: _____ Date: _____

Witness: _____ Date: _____

Received by the Chief of Police's Office: _____

Date: _____