



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

EXPIRING
April 30, 2028

TABLE OF CONTENTS

ARTICLE I	RECOGNITION AND REPRESENTATION	5
ARTICLE II	NO DISCRIMINATION	5
ARTICLE III	GRIEVANCE PROCEDURE	5
ARTICLE IV	PAID TIME OFF	7
ARTICLE V	WAGES	8
ARTICLE VI	INSURANCE	9
ARTICLE VII	HOLIDAYS	12
ARTICLE VIII	BEREAVEMENT LEAVE	13
ARTICLE IX	LONG-TERM SICK LEAVE	13
ARTICLE X	FAMILY AND MEDICAL LEAVE	14
ARTICLE XI	HOURS OF WORK AND OVERTIME	16
ARTICLE XII	EMPLOYEE SECURITY	17
ARTICLE XIII	SENIORITY	18
ARTICLE XIV	UNIFORM SYSTEM	19
ARTICLE XV	GENERAL PROVISIONS	19
ARTICLE XVI	UNION SECURITY	20
ARTICLE XVII	NO STRIKE-NO LOCKOUTS	21
ARTICLE XVIII	MANAGEMENT RIGHTS	21
ARTICLE XIX	EMPLOYEE ALCOHOL AND DRUG TESTING	21
ARTICLE XX	ENTIRE AGREEMENT	21
ARTICLE XXI	DURATION	22

APPENDIX "A"

SENIORITY LIST

APPENDIX "B"

EMPLOYEE DRUG AND ALCOHOL TESTING

APPENDIX "C"

EMPLOYEE MEDICAL REPORT

PREAMBLE

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

WITNESSETH:

SCOPE

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

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

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

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

ARTICLE I
RECOGNITION AND REPRESENTATION

Section 1.1 Recognition

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

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

Section 1.2 Probation

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

ARTICLE II
NO DISCRIMINATION

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

ARTICLE III
GRIEVANCE PROCEDURE

Section 3.1 Definition of Grievance

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

Section 3.2 Grievance Procedure

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

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

To Immediate Supervisor. In writing between the employee accompanied by his representative, if he so desires, and immediate supervisor designated for this purpose. The immediate supervisor shall answer in writing within seven (7) calendar days of this discussion. If

the immediate supervisor is a Lieutenant, the grievance may go directly to step 2.

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

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

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

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

Section 3.3 Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 3.2. If a grievance is not appealed within the time limits for appeal set forth above, or at least reasonably close to those time limits, it shall be deemed settled on the basis of the last answer of the Village, provided that the parties may agree to extend any time limits. If the Village fails to provide an answer within the time limits so provided, the Union may immediately appeal to the next step.

Section 3.4 Investigation and Discussion

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

Section 3.5 Employer's investigation

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

**ARTICLE IV
PAID TIME OFF**

Section 4.1.A - Personal and Vacation Days

All employees covered by this agreement will receive three (3) personal days in a calendar year, accrued on a per-payroll basis.

In addition, employees covered by this agreement will earn vacation leave accrued on a per payroll basis, beginning with their commencement of employment. Paid vacations are provided to employees in accordance with the length of continuous service. Vacation time is earned according to the following accrual schedule:

<u>Length of Completed Service</u>	<u>Vacation</u>
Date of hire but less than 5 years	10 days per year
5 years but less than 10 years	15 days per year
10 years but less than 16 years	20 days per year
After 16 years	21 days per year
After 17 years	22 days per year
After 18 years	23 days per year
After 19 years	24 days per year
After 20 years	25 days per year

Both Personal and Vacation time will be accrued in equal measure per payroll under a combined Paid-Time Off (PTO) benefit time bank. An employee will be permitted to carry unused vacation and personal days up to a maximum of 200 hours at any given time. If an employee accrues benefit time that exceeds this 200-hour maximum, that time is considered forfeit and will not be compensated or recaptured by the employee later.

It is recognized that the Village of Westchester provides leave benefits to full-time employees that far exceed the hour requirements for leave under the Paid Leave for All Workers Act (PLAWA). As such, employees covered by this agreement voluntarily and knowingly waive their rights to leave provided under 820 ILCS 192, commonly known as the Paid Leave for All Workers Act. Employees covered by this agreement understand that they will not be entitled to any paid leave benefits mandated by the Paid Leave for All Workers Act for the duration of their

employment with the Village of Westchester.

Section 4.1.B Scheduling of PTO Time

No covered employee shall be eligible to use PTO until completion of six (6) months of continuous service, unless explicitly authorized by both the Chief of Police and the Village Manager (or their designees). Under normal circumstances, an employee is expected to take an annual vacation, with employees encouraged to take at least five (5) PTO days consecutively each calendar year after one full year of service.

Personal Days and Vacation Days accrued to the PTO bank may be used for any purpose. PTO shall be taken at the discretion of the employee, provided that the scheduled date is approved by the Chief of Police or their designee. Requests for PTO time of three (3) or less consecutive days shall be made no later than seven (7) days in advance, and requests for four (4) or more consecutive days shall be made no later than fourteen (14) days in advance. Employee PTO requests are subject to the approval of the Department Head or designee and will not be arbitrarily or capriciously denied.

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

Section 4.3 Vacation Benefits at Separation

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

**ARTICLE V
WAGES**

Section 5.1 Salary Schedule.

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

Level	Description	Effective 5/1/2025 (3.5%)	Effective 5/1/2026 (3.25%)	Effective 5/1/2027 (2.75%)
1	hiring	\$54,858	\$56,641	\$58,199
2	6 months	\$57,284	\$59,146	\$60,773

3	12 months	\$59,711	\$61,652	\$63,347
4	24 months	\$61,533	\$63,533	\$65,280
5	36 months	\$64,561	\$66,659	\$68,492
6	48 months	\$66,985	\$69,162	\$71,064
7	60 months	\$71,838	\$74,173	\$76,213

In addition, a Records Clerk serving in an administrative assistant capacity to the Fire and Police Commission in addition to their regular duties shall receive a stipend equal to \$1,500 per year, paid in equal installments every payroll cycle. All wage increases will be retroactive to May 1, 2025.

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

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

ARTICLE VI **INSURANCE**

Section 6.1A Coverage & Contributions

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

At the request of any employee, the Employer shall provide single, employee and spouse, employee and children, or family coverage under the HMO, PPO, or Health Reimbursement Arrangement (HRA) PPO health insurance plans, and/or the dental insurance policy. If a new or additional health and/or dental insurance plan is introduced by the Village to employees after the signing of this agreement, covered employees will be eligible to participate in those offerings as well, provided that the new or additional plan is of equal or higher quality compared to the

current comprehensive high-quality PPO and HMO insurance offerings. Effective May 1, 2025, the Employer will pay eighty-four percent (84%) of the cost of such coverage, and the employee will pay an amount equal to sixteen percent (16%) of the cost through payroll deductions. With regard to the HRA, the reimbursements by the Village shall be up to \$2,000.00/single and \$4,000.00/family annually. The Village requires all such reimbursements to be paid within thirty (30) days of the transmittal of the request to the Village's third-party administrator.

The current tax-deferral program; under Section 125 Cafeteria Plan of the Internal Revenue Code, that permits employees 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 by law. The Village maintains the right to change insurance carriers or to otherwise provide for coverage as long as the level of benefits remains substantially the same and in accordance with Section 125 rules. Any changes proposed will be first reviewed with the Employee Review Committee.

The Union shall select two (2) representatives who may participate in the Employee Review Committee. The Committee shall meet at various times throughout the year to 1) discuss the existing 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.

Notwithstanding anything to the contrary in this Article, the Village may make such changes as it reasonably believes are necessary to insurance benefit levels, in order to comply with the Affordable Care Act and further to provide that such coverage will (1) avoid the imposition, directly or indirectly, of an excise tax for high-cost coverage ("Cadillac Tax") under the Affordable Care Act ("ACA") or any similar state or federal legislation or regulation; or (2) ensure that the Village is not subject to any penalties or fees because employees are eligible to obtain insurance or insurance subsidies through a health insurance exchange, in accordance with the ACA or any other federal or state health care law(s). If such changes are deemed necessary by the Village, the *Village* will provide the Union with written notice of such proposed changes and provide evidence supporting the need for the changes and an opportunity to discuss the changes with the Village, prior to their adoption.

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

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

Section 6.1.B – No Coverage Alternative

Covered employees electing to waive health and dental insurance coverage provided by the Village or reduce the level of coverage currently utilized are eligible to receive a stipend for obtaining coverage elsewhere or reducing coverage needed with the Village. To be eligible for an insurance waiver stipend, employees must provide Human Resources proof of coverage elsewhere annually, otherwise will be ineligible for this stipend. Insurance waiver payments are as follows:

- Transition from Family to Employee+ Child(ren) - \$3,000 annually
- Transition from Employee+ Spouse to Employee only - \$3,000 annually
- Transition from Employee to no coverage - \$3,000 annually
- Transition from Family to Employee only - \$5,800 annually
- Transition from Employee+ Spouse to no coverage - \$5,800 annually
- Transition from Family to no coverage - \$8,200 annually

Stipends will be divided and paid in equal installments over each payroll cycle throughout the year and will continue as long as the employee and their dependents are eligible for coverage. Eligibility for this stipend ends when an employee separates from the Village. Stipend payments will begin the first payroll cycle the waiver of coverage or reduction in coverage is in full effect. Employees under 26 with access to their parent(s) health insurance are not eligible for opt out payment. Employees who have opted out will be allowed to return to a Village sponsored health insurance plan on an annual basis during open enrollment or for a qualified life event.

Section 6.2 Termination of Coverage

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

Section 6.3 Pensioned Employee

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

Section 6.4 Temporary Coverage

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

- A. Full benefits at Employer's expense; or
- B. Full benefits at employee's expense; or

- C. Conversion privileges at Employer's expense; or
- D. Conversion privileges at the employee's expense.

Section 6.5 Termination of All Benefits

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

**ARTICLE VII
HOLIDAYS**

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

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

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

**ARTICLE VIII
BEREAVEMENT LEAVE**

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

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

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

ARTICLE IX **LONG-TERM SICK LEAVE**

Effective May 1, 2025, all employees covered by this agreement will be transitioned to a Long-Term Sick Leave plan, replacing the Disability Policy previously established on January 1, 1979. This Long-Term Sick Leave will be paid at the employee's current hourly rate.

To establish the Long-Term Sick Leave bank, effective May 1, 2025, covered employees will be provided an equivalent of ninety-six hours per year of service, based on their date of hire, rounded up to the next full year of service (IE 11.5 years of service would constitute twelve (12) years of service) for this sole purpose. After establishment:

- Each employee will be entitled to a maximum of ninety-six (96) hours of sick leave per calendar year.
- Employees shall accumulate this paid sick leave at the rate of eight (8) hours for each month of service.
- Paid sick days may be accumulated from year to year with a maximum accrual of two hundred forty (240) days.
- Employees who leave employment with the Village of Westchester shall be entitled to receive payment for 50% of all unused accrued paid sick days at the employee's regular rate of pay, not to exceed one hundred twenty (120) accrued paid sick days. The maximum payout shall be for sixty (60) days of unused accrued paid sick time. Notwithstanding changes to IMRF policy, any accrued Long-Term Sick Leave not paid out to the employee shall be attributable to IMRF service credit, per IMRF rules.

Paid sick leave is a privilege, not a right, and shall not be used to obtain additional vacation or personal time. Sick leave shall be utilized for FMLA qualified events such as illness, injury, 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 health condition that requires the employee to remain at home or to escort such person to a medical appointment. Paid Sick Leave will run concurrently with Family and Medical Leave Act (FMLA) leave, and any additional use of FMLA leave shall be governed by the FMLA, provided pursuant to Article X hereinafter, shall be on an unpaid basis. 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.

An employee unable to report to work shall contact his/her immediate supervisor at the earliest opportunity via phone call or other previously established preferred method of communication identified by their department head. If the absence is longer than one (1) day, the employee shall keep the supervisor informed of the condition and anticipated return to work date. Under normal circumstances and at the discretion of the Department Head, employees absent for more than three (3) consecutive days, has repeated illnesses of shorter periods; is absent due to illness or injury on the day of, before, or after a holiday; or in other circumstances as deemed appropriate by the Director or Manager, the Village will consider the occurrence(s) as a possible FMLA case, and require the employee and their treating physician to complete the appropriate FMLA paperwork 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 reserves the right to require an independent medical exam at the expense of the Village.

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.

Employees that use no sick leave in a calendar year with a full year's allotment shall receive three days' pay. An employee who uses less than four sick days in a calendar year shall receive two days of pay. Employees who use more than five days in a calendar year will not receive this incentive. This incentive, if paid, does not reduce the number of days in the employee's leave bank, and the incentive will be proportionally adjusted for newly hired employees in their first year of employment. All payments shall be made the subsequent January.

ARTICLE X **FAMILY AND MEDICAL LEAVE**

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

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

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

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

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

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

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

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

leave. Failure of the employee to pay his share of the health insurance premium may result in loss of coverage.

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

ARTICLE XI **HOURS OF WORK AND OVERTIME**

Section 11.1 Normal Work Week and Work Day

The normal workweek shall be forty (40) hours per week and the normal workday shall be eight (8) hours. The normal workday shall be eight (8) hours with a paid lunch break, as they are subject to a call for service during their lunch break. The shifts, work days, and hours to which employees are assigned shall be stated on a departmental work schedule.

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

Section 11.2 Overtime Assignment

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

Section 11.3 Overtime Pay

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

Section 11.4 Callback Pay

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

Section 11.5 Lunch Periods and Rest Periods

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

Section 11.6 Compensatory Time

Employees shall be permitted to elect to take compensatory time off in lieu of pay for overtime hours worked under Section 11.3 (Overtime Pay) Article VII (Holiday Pay), provided that no employee shall be permitted to accumulate compensatory time off in excess of forty-eight (48) hours. In addition, employees will not be allowed to earn more than forty-eight (48) hours of compensatory time per contract year (e.g., an employee who earns 28 hours of compensatory time and uses 8 hours can only earn an additional 20 hours of compensatory time in that contract year). Compensatory time off shall be earned at the rate of one and one-half (1-1/2) times the overtime hours actually worked. Employees will be permitted to take compensatory time off requested by the employee and as scheduled by the Police Department in accordance with the needs of the Department, however, there shall be a limit of no more than one (1) bargaining unit member who may be off of work for compensatory time at the same time. Compensatory time off must be used in segments of one hour or more. The Department reserves the right to request seven (7) days' advance notice of scheduling compensatory time off, but will permit lesser notice, at the discretion of the Department, if manpower needs can be met. If compensatory time is not granted the employee must report on time for his duty shift. An employee may request payment of compensatory time off at any point during the contract. Said payment shall be made at the employee's regular hourly rate of pay pursuant to this agreement. The employee must make said request in accordance with Departmental policy and with approval of the Police Chief. Compensatory time shall not be carried over from one contract year to the next, and any accumulated compensatory time that is not used prior to April 30 shall be paid to the employee in the following May, at the rate at which such compensatory time was earned.

Section 11.7 No Pyramiding

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

**ARTICLE XII
EMPLOYEE SECURITY**

Section 12.1 Just Cause Standard

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

Section 12.2 Personnel Files

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

Section 12.3 Rights to Copies and Rebuttals

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

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

Section 12.4 Destruction of Material

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

ARTICLE XIII
SENIORITY

Section 13.1 Definition

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

Section 13.2 Seniority List

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

Section 13.3 Termination of Seniority

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

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

Section 13.4 Unpaid Leave

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

ARTICLE XIV
UNIFORM SYSTEM

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

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

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

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

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

ARTICLE XV
GENERAL PROVISIONS

Section 15.1 Union Bulletin Board

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

Section 15.2 Union Chapter President

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

Section 15.3 Employee Indemnification

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

Section 15.4 Jury Duty

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

Section 15.5 Military Leave

Employees shall be granted military leave in accordance with law.

Section 15.6 Tuition Reimbursement

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

Section 15.7 Training Pay

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

Section 15.8 Light Duty

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

Section 15.9 Maintenance

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

Section 15.10 Furlough Days

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

ARTICLE XVI
UNION SECURITY

Section 16.1 Dues Checkoff

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

Section 16.2 Indemnification

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

**ARTICLE XVII
NO STRIKE – NO LOCKOUTS**

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

**ARTICLE XVIII
MANAGEMENT RIGHTS**

The Village shall retain the sole right and authority to operate and direct the affairs of the Village 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 employees making up a shift and to assign and transfer employees' to hire, promote, demote, suspend, discipline, or discharge of just cause, or reduce the complement of personnel or relieve employees due to lack of work or for the legitimate reasons' to make and enforce reasonable rules and regulations, including rules regarding upkeep and wearing of uniforms; to change methods, equipment or facilities, including automobiles and equipment therefore; provided, however, that the exercise of any of the above rights shall not conflict with any of the specific provisions of this Agreement.

**ARTICLE XIX
EMPLOYEE ALCOHOL AND DRUG TESTING**

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

**ARTICLE XX
ENTIRE AGREEMENT**

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


ARTICLE XXI
DURATION

This Agreement shall be effective from 12:01 a.m. on its date of execution, as set forth below, and shall remain in full force and effect until 11:59 p.m. on April 30, 2028. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by either party no earlier than one hundred twenty (120) days preceding expiration. The notice referred to shall be considered to have been served as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

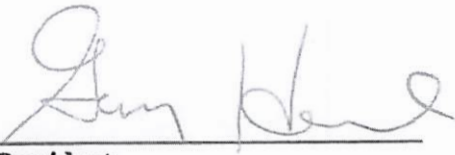
Signed at Village of Westchester, Illinois, Cook County, this 22nd day of July 2025.

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

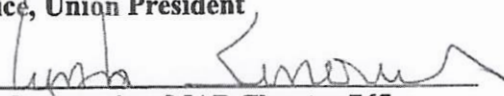
VILLAGE OF WESTCHESTER



Keith George, Metropolitan Alliance of
Police, Union President



Village President



Lynda Senerius, MAP Chapter 765,
Chapter President



Village Clerk

APPENDIX "A"
SENIORITY LIST

Employee	Date of Hire
Lynda Senerius	6/1/2003
Mary Detente	12/2/2013
David Kosir	6/1/2020
Joelisa Wilson	4/17/2022
Brandon Worthy	10/14/2024

APPENDIX "B"
EMPLOYEE ALCOHOL AND DRUG TESTING

Statement of Policy

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

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

Prohibitions

Employees shall be prohibited from:

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

Drug and Alcohol Testing Permitted

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

Test To Be Conducted

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

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

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

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

Voluntary Requests for Assistance

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

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

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

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

APPENDIX "C"
EMPLOYEE MEDICAL REPORT

SIDE LETTER OF UNDERSTANDING

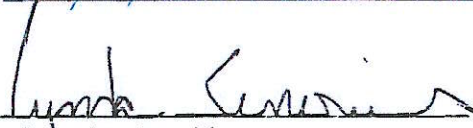
This is a Side Letter of Understanding to the 2025-2028 Collective Bargaining Agreement (the "CBA") between the Village of Westchester (the "Village") and Metropolitan Alliance of Police, Westchester Police Civilian Local 765 (the "Union"). The Village and Union hereby agree as follows:

1. David Kosir is currently assigned the position of Community Service Officer (CSO) 2.
2. CSO 2 will not be a permanent position in the Village of Westchester Police Department. The position is created solely for Mr. Kosir's skill sets and additional duties and it will not be a position/title in the Village in the future.
3. The Village will not be expected to fill the position if/when Mr. Kosir leaves the position/title.
4. Mr. Kosir is currently paid \$85,932.90 annual base salary. Retroactive from May 1, 2025, his annual salary will increase by 3.5% or to \$88,940.55. On May 1, 2026, his annual salary will increase by an additional 3.25% or to \$91,831.12. On May 1, 2027, his annual salary will increase by an additional 2.75% or to \$94,356.48.
5. The Side Letter of Understanding replaces and supersedes any inconsistent prior provision or understanding between the parties to the CBA.

METROPOLITAN ALLIANCE OF POLICE
WESTCHESTER POLICE CIVILIAN
CHAPTER 765


By: 
Keith George, President
Metropolitan Alliance of Police

Date: 8/5/2025

By: 
Lynda Senerius, President
MAP Chapter #765

Date: 8/5/25

VILLAGE OF WESTCHESTER

By: 

Date: 8/11/25

By: Barry Krumstole
Village Manager