

**COLLECTIVE BARGAINING**  
**AGREEMENT BETWEEN THE**  
**METROPOLITAN ALLIANCE OF**  
**POLICE WESTCHESTER SERGEANTS**  
**CHAPTER #504**  
**AND**  
**THE VILLAGE OF WESTCHESTER**

**May 1, 2024 through April 30, 2027**

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## **PREAMBLE**

This AGREEMENT is entered into this 12th day of December, 2023, by and between the Village of Westchester (hereinafter referred to as the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, WESTCHESTER SERGEANTS CHAPTER #504 (hereinafter referred to as the "Union"), and applies only to said parties.

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 Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time police officers holding the rank of Sergeant, employed by the Village of Westchester, excluding all police officers holding a rank below Sergeant and employed by the Village of Westchester; all police officers holding a rank above the rank of Sergeant and employed by the Village of Westchester; and all supervisory, managerial and confidential employees of the Village of Westchester, as defined by the Act, in accordance with the Certification of Representative issued August 7, 2008 in case number S-RC-08-051.

## **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. Whenever a male gender is used in this Agreement, it shall be construed to include both male and female equally.

## **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 promotions, are not subject to this grievance procedure.

#### **Section 3.2 Union Representation.**

Representatives of the Executive Board of the Chapter shall have the right to participate in Steps 2, 3 and 4 of the grievance procedure, provided that such Chapter representative shall not be compensated if the meetings conducted at Steps 2, 3 or 4 are held outside of the Chapter representative's regularly scheduled hours of work. No more than one Chapter representative (other than the grievant) will be released from duty to attend such meetings.

#### **Section 3.3 Grievance Procedure.**

Recognizing that Grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the occurrence of the event giving rise to the grievance or circumstances giving rise to a grievance when first known or should have been known by the grievant. A grievance may be filed by any member of the bargaining unit or his designee, including the filing of "class" grievances. A grievance shall be processed as follows:

- STEP 1.       Appeal To Immediate Supervisor. 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 an immediate supervisor or designee. The immediate supervisor or 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 I and the grievant or the Chapter decides to appeal, the grievant or the Chapter representative shall, within seven (7) calendar days from receipt of the Step 1 answer, appeal in writing to the Chief. If the Village desires to schedule a meeting, the grievant, Chapter representative and the Chief will discuss the grievance at a mutually agreeable time, but such meeting shall take place during the Chief's regular business hours. No grievant shall be required to attend such meeting scheduled to commence more than one hour before or one hour after the grievant's regularly assigned work shift. Neither the grievant nor the Chapter representative shall be compensated for attendance at such meeting, if such meeting is scheduled outside of the regular work hours of the grievant and/or Chapter representative. If no agreement is reached in such discussion, the Chief will give his 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 and the Village Manager or his designee.

STEP 3. Appeal To The Village Manager. If the grievance is not settled in Step 2 and the grievant or the Chapter decides to appeal, the grievant or the Chapter shall, within seven (7) calendar days after receipt of the Step 2 answer, file a written appeal to the Village Manager. A meeting between the Village Manager, or his designee, and the grievant and Chapter representative will be held at a mutually agreeable time, but such meeting shall take place during the Village Manager's regular business hours. No grievant shall be required to attend such meeting scheduled to commence more than one hour before or one hour after the grievant's regularly assigned work shift. Neither the grievant nor the Chapter representative shall be compensated for attendance at such meeting, if such meeting is scheduled outside of the regular work hours of the grievant and/or Chapter representative. 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 4. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the grievant or 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 letter from 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, shall 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 grievance shall be deemed to be denied, and 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 onto the premises of the Village for the purposes of investigating and discussing grievances, provided that they first obtain permission from the Village Manager or his designated representative. Such visits shall not interfere with normal Village operations. Approval of these requests will not be unreasonably denied.

### **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 Chiefs 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 Chiefs 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 ("BOFPC"), 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 G). 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 Chiefs 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. No officer covered by the terms of this Agreement shall refuse to cross any picket line, by whomever established, while on duty. 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 are 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 plan, direct, control and determine the budget of the Village and the Police Department; to increase or reduce the number of officers making up a shift and to assign or transfer employees; to hire, promote, demote, suspend, discipline or discharge for just cause, or reduce the complement of personnel or layoff or relieve employees due to lack of work or for other legitimate reasons, subject to the statutory jurisdiction of the Fire and Police Commission and this Agreement; to make and enforce reasonable rules and regulations, including, but not limited to, rules regarding upkeep and wearing of uniforms; to change methods, equipment or facilities including automobiles and equipment therefore; to determine internal investigations procedures; 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.**

Sergeants covered by this Agreement who were employed by the Village as police officers will be paid annual salaries in accordance with Appendix C of this Agreement.

Following the completion of the Classification and Compensation study ("study") that began in September 2023, on a one-time, non-precedential basis, both parties agree to sit down and review the final results. If the results indicate that Sergeant compensation is not analogous and is lower than the results of the study, both parties agree to negotiate regarding wages during a limited contract reopening. In no event shall the reopening of the contract result in a decrease in the previously negotiated wages.

#### **Section 6.2 Insurance.**

The Employer shall provide for each employee a term life insurance policy in an amount of fifty thousand (\$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.

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, sergeants 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, 2024, the Employer will pay eighty-five percent (85%) of the cost of such coverage, and the employee will pay an amount equal to fifteen percent (15%) 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. 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.

Sergeants 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 will need to provide Human Resources proof of coverage elsewhere. 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 Family to Employee only - \$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. 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.

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 to otherwise provide for coverage as long as the level of benefits remains substantially the same. 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 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 6.3 Vacation Schedule.**

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

| <u>Continuous Service</u> | <u>Length of Paid Vacation Provided</u> |
|---------------------------|-----------------------------------------|
| After 1 Year              | 96 hours                                |
| After 5 years             | 132 hours                               |
| After 10 years            | 168 hours                               |
| After 15 years            | 180 hours                               |
| After 16 years            | 192 hours                               |
| After 17 years            | 204 hours                               |
| After 18 years            | 216 hours                               |

Sergeants will be eligible for Vacation benefits commensurate with their tenure with the Village of Westchester. For sergeants employed during FY 2023-24, they will receive a one time payout for established and earned vacation time for calendar year January – December 2023 no later than May 7, 2024. The one-time payout is quid pro quo in exchange for the modification of the vacation accumulation and will be paid in accordance with the previous contract’s specified continuous service allotment, which was as follows:

- After 1 Year – 85 hours
- After 5 years – 127.5 hours

- After 12 years - 170 hours
- After 16 years – 178.5 hours
- After 18 years - 187 hours
- After 20 years – 195.5 hours
- After 22 years - 204 hours
- After 23 years – 212.5 hours

Beginning on January 1, 2024 and every year thereafter sergeants will receive a deposit equal to their earned and established vacation hours for that calendar year. Upon retirement, the Sergeants will be paid in full for any unused vacation time for the calendar year that they retire.

If a sergeant is not employed by the Village for the full fiscal year, this amount will be prorated on a monthly basis from the original date of hire to the end of FY 2023-24. This payment and new vacation provision will eliminate the past practice of sergeants earning their Vacation time in arrears. Beginning fY2024-2025, members may use their vacation time January 1 – December 31.

Any sergeant promoted to the rank after May 1, 2024 will be provided with the updated vacation accrual amount provided above commensurate with their years of service with the Village of Westchester. They will only be provided a payout of past accrued vacation time if the arrears vacation allotment practice is still in place with Patrol Officers. If this situation arises, the payout will be based on the current vacation accrual applicable for that employee under the Patrol contract.

B. Timeline of Vacation Selection. Sergeants shall begin vacation picks for the upcoming year on November 15th each year. Each sergeant shall be allotted three (3) scheduled working days to pick his vacation time. After the expiration of the three (3) working days, the pick shall move to the next sergeant in seniority regardless of whether the more senior sergeant has made his picks. This process shall continue until all sergeants have had an opportunity to pick vacation time. Sergeants may elect their vacation days in 2 or 3 day increments. These days of held vacation can be utilized throughout the year at the sergeant's discretion, subject to approval by the Chief of Police or his designee. Minimum manpower standards would still be required to be met. If a sergeant fails to use the days prior to the end of the calendar year, the sergeant will not be compensated for the time.

For vacation scheduling purposes, both parties recognize that there will be foreseeable instances where, due to less than 2 patrol sergeants working per shift, the scheduling of benefit time for a subsequent year will create overtime, as only one patrol sergeant is scheduled for that shift. Since these instances of foreseen overtime are known in advance, Patrol Sergeants agree to fill as many of these scheduled overtime spots voluntarily as part of the annual shift and benefit selection process. Patrol Sergeants will have the first opportunity to volunteer for overtime shifts and agree to schedule at least three (3) overtime shifts in advance by seniority. Administrative Sergeants will be provided an opportunity to volunteer for overtime shifts in advance, after the patrol sergeants have chosen their overtime shift coverage.

Except for situations where a patrol sergeant is utilizing long-term sick leave or is receiving workers compensation for an extended period of time of six (6) months or more, patrol sergeants are required to work at least three (3) of these overtime shifts in a calendar year. After the first failure to work the pre-scheduled overtime shift, a verbal notice will be issued. After the second failure to work the pre-scheduled overtime shift, a verbal notice will be issued. After the third failure to work the pre-scheduled overtime shift, the sergeant will be required to forfeit 18 hours of Long-Term Sick Leave at the time of the infraction. The disciplinary process associated with failure to work voluntary overtime, will reset each calendar year.

Any remaining shifts to be filled will follow current overtime selection protocols.

In the event that the Village reaches a staffing level of 2 or more patrol sergeants per shift and/or the Village obtains another identifiable shift leader (IE Corporal), the portion of this provision regarding the voluntary selection of overtime shifts will sunset automatically, and the practice of creating overtime to cover benefit time will no longer apply. The Union agrees to the appointment of a lower-ranking officer, such as a corporal, working out of classification as a shift leader. However, this agreement explicitly excludes individuals from administration or those of a higher rank than the sergeants. The appointment of a subordinate as “officer in charge” or as a shift leader is acceptable, provided they are not of a higher rank than the sergeants.

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 D as modified herein to this Agreement, except that in transition years (e.g., when a sergeant becomes eligible for three weeks, rather than two weeks, of vacation) the additional week may not be taken until after the sergeant's anniversary date of employment. Sergeants will be allowed to move their scheduled days off, with the approval of the Chief or his 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 sergeant 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.

#### **Section 6.4 Uniform Allowance.**

For sergeants employed during FY 2023-24, they will receive the prior established \$975 amount no later than May 7, 2024. Newly promoted sergeants shall receive a one-time payout equal to that uniform payment within two pay periods of the promotion date.

Beginning on the May 15, 2024 payroll cycle, sergeants will receive their uniform allowance in equal payments every paycheck, which are as follows:

- o 2024-25 - \$47/check (\$1,128/year)
- o 2025-26 - \$47/check (\$1,128/year)
- o 2026-27 - \$47/check (\$1,128/year)

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.

Body armor shall be furnished by the Employer and shall be replaced in accordance with manufacturer specifications.

### **Section 6.5 Holidays.**

If a sergeant works a shift starting on a recognized Village holiday, they will receive the regular overtime rate for that entire shift worked, including if that sergeant is held over an additional 4 hours.

If a sergeant works a shift that does not start but ends on a recognized Village holiday, they will not receive the regular overtime rate for that entire shift worked, including if that sergeant is held over an additional 4 hours.

Recognized holidays are as follows:

|                 |                            |
|-----------------|----------------------------|
| New Year's Eve  | New Year's Day             |
| President's Day | Martin Luther King Jr. Day |
| Memorial Day    | Juneteenth                 |
| 4th of July     | Labor Day                  |
| Thanksgiving    | Day after Thanksgiving     |
| Christmas Eve   | Christmas Day              |

### **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) workdays 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) workdays, upon approval of the Chief: the employee may use other accumulated time off.

### **Section 6.7 Incidental/Personal Leave and Long-Term Sick Leave**

#### **6.7.A. Incidental/Personal Leave**

The Village will provide 12 days of Incidental/Personal Leave (144 hours for Patrol Sergeants, 120 hours for Administrative/Investigations Sergeants) on an annual basis, provided on January 1st of each year.

In exchange for this leave, 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 as a Sergeant with the Village of Westchester.

Incidental/Personal Leave may be used for illness, disability or medical appointments that cannot be scheduled during off-duty hours, or as deemed necessary by the sergeant. A sergeant shall report any use of Incidental/Personal leave for illness purposes no later than one hundred twenty (120) minutes prior to their scheduled starting time.

If an illness or medically related absence is longer than one (1) day, but no more than two (2) days, the employee shall keep his immediate supervisor informed of the condition and anticipated return to work date. Sergeants absent for three (3) or more consecutive days for illness or medically related absence will trigger the Long-Term Sick Leave provision, provided below in 6.7.B. In this instance, the first two (2) days of leave due to illness or other medical reason will still be charged as Incidental/Personal Leave time used. If Incidental/Personal Leave is exhausted, the first two (2) days of leave can be used from the Long-Term Sick Leave bank, as long as the documentation provisions provided in 6.7.B are followed.

If a sergeant does not utilize all of the Incidental/Personal days in a calendar year, up to 8 days can be added to the Long-Term Sick Leave Bank or paid out at the current regular hourly rate, similar to a compensatory time payout, at the end of the calendar year. Sergeants must submit a request in writing to the Police Chief or their designee no later than December 1st, to be processed on the last payroll of the calendar year.

Incidental/Personal time that has been earned but unused for the year will be paid out at the current regular hourly rate upon employment separation if the sergeant does not elect it to be rolled into the Long-Term Sick Leave bank.

#### **6.7.B. Long-Term Sick Leave**

Effective May 1, 2024, all sergeants 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 sergeants' current hourly rate.

To establish the Long-Term Sick Leave bank, effective May 1, 2024, Sergeants will be provided an equivalent of 144 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 12 years of service) for this sole purpose. For any sergeant promoted to the rank after May 1, 2024, a similar calculation equivalent to the annual accrual amount multiplied by their commensurate years of service with the Village of Westchester will be used if this policy is not in place with Patrol officers. However in this instance, the years of service will not be rounded up.

After establishment, Sergeants will accrue 144 hours of Long-Term Sick Leave each January 1st, beginning on January 1, 2025. The maximum amount of Long-Term Sick Leave that can be

accrued by a Sergeant is 2,100 hours.

Under the Long-Term Sick Leave plan benefit time provided can only be earned via annual accrual or conversion of Incidental/Personal time stated above.

Long-Term Sick Leave shall be utilized for FMLA qualified events, starting on the third day of concurrent absence. Upon becoming aware of any qualifying FMLA event, the employer will automatically initiate the process for Long-Term Sick Leave. Long-Term Sick Leave usage requires completion of the appropriate FMLA paperwork and will not be applied until the FMLA request is approved. If there is a delay in FMLA paperwork completion, Long-Term Sick Leave can be applied retroactively, and other paid leave used to cover the delay will be credited back to the sergeant. This leave will run concurrently with FMLA leave and can be utilized with regular and intermittent FMLA approved leave.

At 20 years or more of service as a law enforcement officer in the State of Illinois or a combination of non-concurrent years of service in police and military service, a maximum of 700 hours can be cashed out upon retirement, paid directly into one or more previously established retirement accounts (IE 457, Roth, Retirement Health Savings account, etc.) with the Village of Westchester, or into any other qualified plan for the benefit of the member. The accounts used and the amounts deposited into the account(s) will be at the discretion of the sergeant. Members must submit a retirement letter by February 1st prior to the fiscal year in which the retirement is effective for budgetary purposes. The retirement date must be effective within the following fiscal year.

An employee with more than one (1) year of service as a sergeant may be advanced their annual Long-Term Sick Leave accrual for the following year if all paid time off options have been exhausted. A request for this leave advance must be made in writing to the Village Manager, and shall be determined and approved by the Village Manager, at his/her sole discretion.

Effective May 1, 2024, a Sergeant may be eligible to receive donations of paid leave to be included in the Sergeant's long-term sick leave balance if they or their qualified dependents, as defined by the Family Medical Leave Act (FMLA), suffered an illness or injury qualifying under the FMLA which prevents the employee from being able to work.

Eligibility:

- A. The tenured recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Administration Department.
- B. The recipient employee is not eligible so long as s/he has paid leave available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
- C. The appropriate FMLA medical verification documentation for the employee or qualified dependent must be already provided and on file with the Village.

- D. A recipient employee is eligible to receive 175 working days of donated time throughout their entire employment, unless additional time is allowed in extreme circumstances at the Village Manager's discretion. Donations shall be made in full-day increments of time according to their current shift hours and are irrevocable. Employees may donate unlimited amounts of time, as frequently as the employee wishes to donate.
- E. The donor employee may donate incidental/personal time, vacation time, compensatory time, or long-term sick leave, which shall be converted only to recipient employee's long-term sick leave balance and all long-term sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- F. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
- G. Donated time must be used by the recipient employee within 24 calendar months. Donated time cannot be paid out if or when employment ends.
- H. The determination of the employee's eligibility for Long Term Sick Leave donation shall be based on the eligibility for protected leave under the FMLA.

The form for employee time donation is attached as Appendix G.

#### **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 1,250 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 III. 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 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 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 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. 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. The Village may apply FMLA leave to any qualifying leave, whether or not requested by the employee or certified by a medical professional.

- 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 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. §260 I, et seq.; 775 ILCS 5/1-101, et seq.; 56111. Admin. Code §5210.110; 105 ILCS 5/10- 22.4, 24-6 and 24-13).

### **Section 6.9 Medical and Psychological Examinations**

At any time during when it has a reasonable basis for doing so, the Village may require, at the Village's expense, that the sergeant 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 sergeant's fitness for duty. The Village shall provide the sergeant 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 a sergeant is unfit for duty, such sergeant shall be relieved from duty and placed on FMLA leave, if available. In addition, such sergeant, if eligible, shall receive disability benefits, pursuant to Section 6.7(c) of this Agreement. If the sergeant is not eligible for disability benefits pursuant to Section 6.7(c) of this Agreement, the sergeant shall be required to utilize all available sick leave, followed by all available compensatory time, followed by all available vacation time. If a sergeant 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 sergeant shall be placed on an unpaid administrative leave, but such leave shall not exceed six (6) months. Prior to the sergeant being relieved from duty after being found unfit for duty, the Village will provide the sergeant 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 sergeant is unfit for duty, the medical or psychological prognosis for the sergeant is that such sergeant will not be capable of returning to work in the foreseeable future, the sergeant shall make application for disability benefits before the police pension board. If the sergeant makes application for a disability pension and the determination of the police pension board is that the sergeant is not disabled, the Village will accept the determination and reinstate the sergeant to full duty as soon as reasonably possible, following the pension board's determination, provided that the sergeant has not filed for administrative review of such determination. If a sergeant files for administrative review or either party files for appellate review of such determination, then the Village and the sergeant will be bound by the final judicial determination as to the sergeant's fitness for duty.

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

## **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 Normal Work Week and Work Day.**

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. Regarding overall manpower, one (1) patrol sergeant must be scheduled on each patrol shift. In overall department staffing considerations, patrol sergeants are considered as part of the overall manpower for the department.

For detective-sergeants, the normal work week shall be forty (40) hours per week and the normal shift shall be ten (10) hours, unless otherwise mutually agreed to by both parties. This position will not be included in overall patrol sergeant manpower considerations for shift coverage. For all other sergeants, commencing in January 2024, the normal shift shall be twelve (12) hours. Sergeants not assigned to the detective unit shall generally be scheduled for either four duty days (48 hours) or three duty days (36 hours) per seven (7) day work week, and shall work a schedule which is generally described as a 3-2/2-3/2-2 work schedule, which follows a pattern of three (3) days on duty, followed by two (2) days off duty, followed by two (2) days on duty, followed by three (3) days off duty, followed by two (2) days on duty, followed by two (2) days off duty, and then repeating such pattern. The three (3) days (on or off) shall begin on Friday, Saturday, and Sunday or Saturday, Sunday, and Monday. Members shall always be scheduled with a minimum of two consecutive days off. In conjunction with such 3-2/2-3/2-2 work schedule, the following shift schedule for patrol shall be utilized:

06:30-18:30 hours  
18:30-06:30 hours

For sergeants, a total year worked is 2,184 hours annually (91 hours per semi-monthly payroll). Regular time worked will be 2,082 hours annually (86.75 hours per semi-monthly payroll). However, 2,080 hours will serve as the basis for calculating a sergeant's hourly wage.

The remaining 102 hours annually (4.25 hours per payroll) can be taken as overtime by the sergeant, or accrued as compensatory time, as described in Section 7.3, at their discretion, which would then be subject to compensatory time rules for use as benefit time or payout.

In the event of a vacant shift and a sergeant is held over, the most any sergeant can work in any given shift is 16 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.

Sergeants shall bid annually for their shifts and day off keys that are made available based upon seniority, which seniority shall be based upon the promotional date to the rank of sergeant. In the event that a vacancy occurs between the annual shift bids, sergeants 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 sergeant (if any), unless a more senior member bids upon that vacant position. The assignment of Shift Commanders and the selection of personnel for such assignments shall be determined by the Chief of Police or his designee from the sergeants assigned to each particular shift.

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.

Except in emergency situations as determined by the Chief, employees shall be given thirty (30) days advance written notice of a change in work schedules. If an employee is given less than thirty (30) days written notice of a change in schedule that employee shall be paid at overtime rates for the difference between thirty (30) days and the number of days of actual notice received. This shall not preclude schedule changes that are made to which there is mutual agreement between the Employer and the employee, and in such circumstances, no penalty shall attach as to the lack of thirty (30) days advance notice of such change in work schedule.

### **Section 7.2.1 Training**

For a sergeant assigned to attend a training class that is scheduled less than eight (8) hours in length in a day, sergeants may return to work, use Compensatory Time, or any other benefit time for training classes that end short of their regularly assigned shift hours (i.e., 10, 12-hour shifts).

For a sergeant assigned to participate in a training class that is scheduled at least eight (8) hours in length in a day, the workday regardless of their regularly assigned shift hours (i.e., 10, 12-hour shifts) shall begin at the training class start time and shall continue for a period of time commensurate with the scheduled end of the training class. Sergeants shall not be required to return to work, use other compensatory time, or any other benefit time for scheduled eight (8) hour training classes that end short of their regularly assigned shift hours (i.e., 10, 12-hour shifts).

For a sergeant assigned to attend a training class that is a 40-hour class, it will result in a schedule modification with a five-day week being worked with no other adjustments required (i.e., employees assigned to 10 or 12-hour shifts will attend classes for 40 hours and no additional work or any benefit time will be required).

Training day(s) 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. It is understood by the parties that the sergeant is "on duty" in the event an injury occurs during such training. 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 sergeant'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.

If a sergeant is unavailable to work their scheduled shift due to use of an incidental/personal day and no other shift supervisor is available, the spot will be offered to other sergeants not currently scheduled to work, then offered to the Detective Sergeant. If the overtime spot cannot be filled, the sergeant coming off the prior shift may be held for an extra 4 hours, with remaining time being filled in accordance with current overtime practices provided in Section 7.7.

### **Section 7.4 Call-Out Pay.**

An employee covered by this Agreement who is called out to work after having left work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) 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 for special assignments (e.g., evidence technician) shall begin at the time the officer is contacted by phone, provided the officer does not take an unreasonable amount of time to report to work. Call-out time for officers who are called in to work for staffing issues shall begin at the time that such officer reports to work.

### **Section 7.5 Court Pay.**

Sergeants 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. Sergeants 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.**

Sergeants shall be permitted to elect to take compensatory time off in lieu of pay for overtime hours worked under Section 7.2 (Normal Work Week and Work Day), Section 7.3 (Overtime Pay) and Section 7.5 (Court Pay) and for certain hours worked under Section 6.5 (Holiday Pay), provided that no sergeant shall be permitted to accumulate compensatory time off in excess of one hundred forty four (144) hours. Compensatory time off shall be earned at the rate of one and one-half (1-1/2) times the overtime hours actually worked. Sergeants 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 (1/4) hour or more, except that one-half hour of compensatory time may be used for the first or last one-half hour of a shift. 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. The officer may be granted approval of lesser notice compensatory time via phone up to one 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, that 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 in reliance upon the Supreme Court's decision in 14 Penn Plaza LLC v. Pyett, J 29 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 § 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 § 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 attorneys' fees or any penalties against the parties.

#### **Section 7.7 Overtime Assignments.**

The Chief of Police or his designee(s) shall have the right to require overtime work and police officers may not refuse overtime assignments. Whenever practicable, overtime for bargaining unit members will be scheduled on a voluntary basis, except for emergency situations or except where qualified volunteers are not readily available. If there is a vacancy on a shift and no sergeant is on duty due to a sergeant being on vacation, disability or sick leave, and there is not another established identifiable shift leader (IE Corporal) on shift, the Chief of Police or his designee shall have the right to utilize Officers In Charge (OIC), who are not members of the bargaining unit, to fill such vacancies. The Union agrees to the appointment of a lower-ranking officer, such as a Corporal, working out of classification as a shift leader. However, this agreement explicitly excludes individuals from administration or those of a higher rank than the sergeants. The appointment of a subordinate as 'officer in charge' or as a shift leader is

acceptable, provided they are not of a higher rank than sergeants. In such circumstances, the Department will utilize the current process to offer voluntary overtime to patrol sergeants. If all patrol sergeants reject the overtime, the detective sergeant shall be offered the overtime. After all sergeants have rejected voluntary overtime, the OIC patrol officers may be designated to fill such vacancies. While utilizing these procedures, the Village may designate an OIC to act until the off-duty sergeant arrives for the overtime assignment. The Department will make every reasonable effort to equalize overtime opportunities by maintaining the practice of keeping an overtime roster. The decision to utilize OIC's shall not be made in an arbitrary or capricious manner.

#### **Section 7.8 No Pyramiding.**

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

#### **Section 7.9 Lunch Periods and Rest Periods.**

Employees will receive one 60-minute lunch period and two 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 and 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 Union 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 shift, the employee shall be released from duty with pay, if the Police Chief or his designee determines that operations permit such release. 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 shall be suspended, relieved of duty, disciplined in any manner, or discharged without just cause.

### **Section 9.2 Personnel Files.**

The Employer's personnel files, disciplinary history and investigative files (except pending criminal investigations), unless otherwise exempt, pursuant to the Illinois Freedom of Information Act, 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. Beginning with the execution of this Agreement, a chronological chart will be maintained at the front of every member's personnel files. This chart will document information when articles are added to such files. The chart will include the date the article is being added, who is adding the article, what section the new article is being placed into, and the signature of the person adding the article.

### **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 disciplinary or promotional proceeding, but shall be maintained in a separate file for use in any judicial or administrative proceeding (except for Board of Fire and Police Commissioners' or grievance arbitration proceedings). 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 I 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 Sergeant involved in a critical incident shall be subject to formal interrogation under the Uniform Peace Officer's Disciplinary Act until the sergeant 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 Camera**

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 sergeant will be interrogated pursuant to the Uniform Peace Officer's 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. The Village's policy regarding Body Worn Camera's is provided in Appendix H.

## **ARTICLE X** **SENIORITY AND LAYOFF**

### **Section 10.1 Definition.**

Seniority is defined as continuous length of service as a sergeant from the date of promotion. In the event of a tie between two or more sergeants, the employee's ranking on the promotional list shall govern.

### **Section 10.2 Seniority List.**

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

### **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 this 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 consecutive scheduled work days without proper 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 or reduced in rank in reverse seniority order, as provided in 65 ILCS 5/10-2.1-18. Except in an emergency, no layoff or reduction in rank 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 or reduction in rank.

**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 thirty (30) calendar days' notice of recall. 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 Police 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 within thirty (30) days of the date of notice of recall. 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 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 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 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 11.2 Chapter Bulletin Board.**

The Village will make available one 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 11.3 Educational Incentive.**

A one-time incentive payment of \$250 shall be made to each sergeant who evidences receipt of a two-year college certificate or degree in a police-related course. An additional one-time incentive payment of \$250 shall be made to each sergeant who evidences receipt of a four-year college degree in a police-related course. This provision shall only apply to those sergeants who were enrolled in an approved course of study on the date this Agreement is executed, and shall not be applicable to any other sergeant.

### **Section 11.4 Peace Officers Disciplinary Act.**

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, officers shall have the right to have a Chapter 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 Chapter Representative is not immediately available. 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 11.5 Employee Indemnification.**

The Village will continue to indemnify sergeants in accordance with Illinois Statutes.

### **Section 11.6 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 11.7 Military Leave.**

Employees shall be granted military leave in accordance with law.

### **Section 11.8 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 required to 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) prior to such reimbursement.

Reimbursements are granted on 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 repay to the Village any tuition reimbursement received by the employee within the last six months of employment, and the Village may require the employee to execute an authorization to withhold such reimbursement from the employee's pay as a condition of such reimbursement.

#### **Section 11.9 Training Pay.**

Pursuant to Section 7.2.1, time spent training may be treated like a regular working day. In the event travel to training exceeds 15 miles from Village Hall, the Village will pay the prevailing IRS mileage rate in excess of 15 miles from Village Hall to and from the training, if an employee uses their own personal car. The Village will only reimburse for any other applicable training expenses in accordance with the Village's Travel Reimbursement Policy.

#### **Section 11.10 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.

Sergeants will receive one day of compensatory time, in hours equal to the current shift worked, to any covered member of this agreement not on probation who voluntarily elects to complete and pass the POWER test, as provided by the ILETSB. Those who voluntarily participate will not be subject to discipline if they are not able to pass this test. Testing will be offered once per calendar year, and may occur over one or multiple days, depending on scheduling availability and management discretion. In addition, participation in this voluntary testing program may or may not occur on an employee's shift. If it does occur when an employee is not on shift and they elect to participate, their attendance will not be subject to call-in or overtime provisions.

#### **Section 11.11 Light Duty.**

Light duty positions, if available, will be provided for sergeants unable to work because of illness, injury and/or other medical need, as discussed below. Light duty will be provided on a "first-come, first-served" basis. When a request for light duty is made, the Village will evaluate across all departments if any light duty is available that matches the sergeant's medical restrictions and ability to complete the light duty task. If a light duty assignment meeting these

criteria is not available at the time of the request, the Village will review the availability of light duty across all departments on a monthly basis, and offer it if at a later date it becomes available.

Light duty is not a permanent job assignment and shall only be granted for a medical condition that is reasonably expected to last no longer than six (6) months calculated by consecutive calendar days or less if the employee is released for full duty. Sergeants must present proper medical documentation of medical restrictions showing they are able to work light duty. The Police Chief or their designee can refer the sergeant to see a Village authorized doctor to verify restrictions for duty with the cost of the doctor visit being borne by the Village. If light duty is available and the employee receives medical clearance to work, they are expected to work light duty within their medical restrictions. The Police Chief or their designee has the discretion to assign the light duty sergeant to specific duties based on the needs of the Village. Any requests by a pregnant sergeant for an assignment to a non-hazardous duty position shall be governed under the applicable provisions of the Illinois Human Rights Act.

Seniority will not be used in the filling of light duty provisions. The thirty (30) day notice regarding change in shifts will be considered automatically waived. Regardless of the unit of temporary assignment, the uniform of the day will be worn unless unable to medically do so. In the event that the sergeant's medical restrictions continue after the six (6) months maximum, the light duty assignment will be terminated and the Sergeant will be required to explore other options.

**Section 11.12 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 11.13 Employee Assistance Program.**

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

**Section 11.14 Residency.**

Employees covered by this Agreement who are hired after May 1, 2021 must live within the State of Illinois.

**Section 11.15 Performance Evaluations.**

The Evaluation Report attached hereto as Appendix F shall be implemented.

**Section 11.16 Definitions.**

"Union" shall refer to the Metropolitan Alliance of Police.

"Chapter" shall refer to the local Chapter of the Metropolitan Alliance of Police, Westchester Sergeants Chapter 504.

## **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:

Consuming or possessing alcohol, marijuana, cannabis and/or marijuana metabolites at any time during or just prior to the beginning of the workday 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:

- a) Possessing, using, selling, purchasing or delivering any illegal drug, marijuana, cannabis and/or marijuana metabolites at any time and at any place except as may be necessary in the performance of duty;
- b) 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 shall be cause for discipline, including discharge. If a sergeant is found to have a BAC level greater than .02 I, such sergeant 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 a sergeant who is found to have a blood/alcohol concentration (BAC) level of .02] 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 12.4 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 be 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 sergeant 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 "after-care."

Officers who do not agree to act or who fail 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.

#### **Section 12.6 Involuntary Testing Following Officer Involved Shooting.**

- a) 50 ILCS 727/1-25 mandates the Employer enact a policy requiring all officers involved in an "officer involved shooting" ("OIS") to be subject to drug and alcohol testing prior to the end of his or her shift. 50 ILCS 727/1-25 defines an "officer involved shooting" as any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty. Should 50 ILCS 727/1-25 be repealed, stricken, or otherwise be found to be legally unenforceable, this Section 12.6 shall be deemed unenforceable at the demand of the Union. Should 50 ILCS 727/1-25 be amended, the parties agree to bargain over the impacts and effects of the amendment(s) prior to them being implemented.
- b) This Section does not diminish any rights provided by an Employee or the Union in

applicable portions of the Collective Bargaining Agreement ("CBA"), Illinois law (including, but not limited to, the Uniform Peace Officer Disciplinary Act), Federal law, and the constitutions of the United States and State of Illinois.

- c) 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 in an incident that resulted in injury or death to a person on account of the discharge of a firearm (an "incident"), then all officers who discharged their firearm during an incident shall be required to submit to drug and alcohol testing. 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.
- d) The collection of information, evidence, and data pursuant to this Section is intended to be used exclusively for administrative purposes. Unless ordered by lawful order of a court or administrative tribunal of competent jurisdiction or required pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.), or written agreement of the parties, Employer will not voluntarily share any physical evidence (or results of any testing) gathered from Employees pursuant to this Section with an outside entity.
- e) As soon as practicable, following an OIS, the Employee involved in the OIS will be ordered to go to a hospital for examination, care, and treatment. When prudent and reasonable, the Employee will be sent to a different hospital than any offender(s).
- f) No officer involved in an OIS shall be subject to formal interrogation under the Uniform Peace Officer's Disciplinary Act, until at least forty-eight (48) hours following the date/time of the OIS.
- g) Following an OIS, the Employee involved in the OIS shall be ordered to provide a urine sample, and, absent a warrant or court order, the Employer will not compel an Employee involved in an OIS to provide blood, fluid (other than urine), skin, hair, feces, cheek swab, or any other sort of genetic or biological sample. 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.
- h) All urine testing shall be administered by a vendor who conducts U.S. Department of Transportation testing (i.e., the type of testing outlined in 49 CFR, Part 40). All testing shall be of the employee's urine and will conform to U.S. Department of Transportation standards for specimen collection and analysis. The Employer's failure to comply with all the terms required by this Section of the Agreement will result in the test results being deemed invalid, unreliable, and inadmissible in any subsequent proceeding.
- i) All chemical testing must account for legal prescription use and use of other legal substances.

- j) In the case of an OIS, and in the event of any conflict between this Section 12.6 and the remaining provisions Article XII of the CBA, this Section 12.6 supersedes any and all other drug testing policies or provisions of the CBA.

### **ARTICLE XIII**

#### **UNION SECURITY**

##### **Section 13.1 Dues Checkoff.**

Upon receipt of proper written authorization from a sergeant, 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 provisions of Sections 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 that 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 Clause.**

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.**

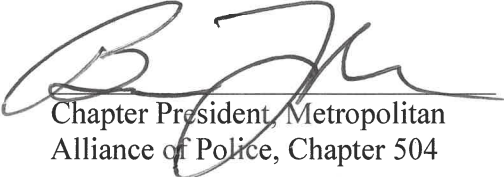
This Agreement shall be effective May 1, 2024 and remain in full force and effect through the 30th day of April, 2027 and shall be automatically renewed from year to year thereafter, unless written notice of desire to terminate or modify said Agreement is given by either party, between ninety (90) days and one hundred twenty (120) days prior to the expiration date set forth above, or each yearly period thereafter, as 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 12th day of December, 2023, after receiving approval of the President and Board of Trustees of the Village and after ratification by the Union membership.

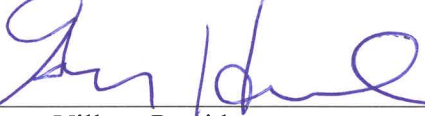
METROPOLITAN ALLIANCE OF POLICE

  
\_\_\_\_\_  
President, Metropolitan  
Alliance of Police

  
\_\_\_\_\_  
Chapter President, Metropolitan  
Alliance of Police, Chapter 504

Dated: 01/10/2024

VILLAGE OF WESTCHESTER

  
\_\_\_\_\_  
Village President

  
\_\_\_\_\_  
Village Clerk

Dated: 1/12/24

**APPENDIX A  
GRIEVANCE FORM**

|                                                                                                                                                     |                                                                   |                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|------------------------------------------------------------------|
|  <b>METROPOLITAN ALLIANCE OF POLICE</b><br>Dept: _____ Chap: _____ |                                                                   | Page <b>1</b>                                                    |
| <b>GRIEVANCE REPORT</b>                                                                                                                             |                                                                   | Grievance #: _____                                               |
| <b>GRIEVANT DATA</b> (if employee is new (1) employee, (2) supervisor, (3) appointee in promotion)                                                  |                                                                   |                                                                  |
| Grievant's Name Last, First MI: _____                                                                                                               |                                                                   | Step #: _____                                                    |
| Incident Date: _____                                                                                                                                | Conduct Article and Section Violated: _____                       | Date/Time Step 1 initiated: _____                                |
| Shift Assignment: _____                                                                                                                             | Supervisor: _____                                                 | Presented To: _____                                              |
| Grievant's Signature: _____                                                                                                                         |                                                                   | MAAP chapter Rep. Signature: _____                               |
| <b>S<br/>T<br/>E<br/>P<br/><br/>1</b>                                                                                                               | <b>STATEMENT OF GRIEVANCE STEP 1</b>                              |                                                                  |
|                                                                                                                                                     | 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: _____                                                                                                                            |                                                                   |                                                                  |
| <b>S<br/>T<br/>E<br/>P<br/><br/>2</b>                                                                                                               | <b>REASONS FOR ADVANCING GRIEVANCE STEP 2</b>                     |                                                                  |
|                                                                                                                                                     |                                                                   |                                                                  |
|                                                                                                                                                     |                                                                   |                                                                  |
|                                                                                                                                                     |                                                                   |                                                                  |
|                                                                                                                                                     |                                                                   |                                                                  |
|                                                                                                                                                     |                                                                   |                                                                  |
|                                                                                                                                                     |                                                                   | 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 REPORT

Grievance # \_\_\_\_\_

| REASONS FOR ADVANCING GRIEVANCE                     |                                                                             | STEP 3                 |                                                          |
|-----------------------------------------------------|-----------------------------------------------------------------------------|------------------------|----------------------------------------------------------|
| S<br>T<br>E<br>P<br><br>3                           | <div>See attached for additional information <input type="checkbox"/></div> |                        |                                                          |
|                                                     | Grievant's Signature:                                                       |                        | Date/Time Step 3 Initiated:                              |
|                                                     | Presented To:                                                               |                        |                                                          |
|                                                     | Employer Designee's Response and Reasons Therefor:                          |                        |                                                          |
|                                                     |                                                                             |                        |                                                          |
|                                                     |                                                                             |                        |                                                          |
| Employer Designee's Signature:                      |                                                                             | Date/Time of Response: |                                                          |
| Response Given To:                                  |                                                                             |                        |                                                          |
| REASONS FOR ADVANCING GRIEVANCE                     |                                                                             | STEP 4                 |                                                          |
| S<br>T<br>E<br>P<br><br>4                           | <div>See attached for additional information <input type="checkbox"/></div> |                        |                                                          |
|                                                     | Grievant's Signature:      Date/Time:                                       |                        | Chapter President or Designee Signature:      Date/Time: |
|                                                     |                                                                             |                        |                                                          |
|                                                     |                                                                             |                        |                                                          |
| A<br>R<br>B<br>I<br>T<br>R<br>A<br>T<br>I<br>O<br>N | DATE GRIEVANCE ADVANCED TO ARBITRATION AND PERSON SERVED WITH NOTICE        |                        |                                                          |
|                                                     |                                                                             |                        |                                                          |
|                                                     |                                                                             |                        |                                                          |
|                                                     |                                                                             |                        |                                                          |
|                                                     | Chapter President or Designee Signature:                                    |                        | Date/Time advanced 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: [map@map.org](mailto:map@map.org) • [www.mapalliance.org](http://www.mapalliance.org)

## **CHECK OFF DUES AUTHORIZATION**

### **PLEASE RETURN TO MAP**

I, the undersigned member of the Metropolitan Alliance of Police (MAP), Westchester Sergeants Chapter #504, 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: \_\_\_\_\_

**BOARD OF DIRECTORS**

Keith B. George  
President

Richard Terry  
Past President

John P. Wood  
Secretary

Raymond Vachon  
Treasurer

John Hickey  
Director

Mark Wisniewski  
Director

Michael Martin  
Director

**CHIEF COUNSEL**

Joseph Marone

**CO-COUNSEL**

Richard Briner  
Steven Calabrese

**STAFF COUNSEL**

Keith Kuriya

**GENERAL COUNSEL**

Ronald Cicchelli

Chris Pankoff

Jeffy Marnette

Johnny Gualtieri

Raymond Green

Gary Damschke

Mark McHenry

Michael Dorier

ALAN GUST

Alfred Marone

CHRISTOPHER

Deborah Thomas-Rose

**APPENDIX C**  
**WAGES**

| Compensation - FY 2023-24 <sup>1</sup> |                     |                     |                     |                     |                     |
|----------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Compensation                           | Step 1              | Step 2              | Step 3              | Step 4              | Step 5              |
| Base Annual Rate                       | \$109,468.67        | \$111,596.67        | \$113,724.67        | \$115,964.67        | \$118,204.66        |
| Hourly (2,040 hrs)                     | \$53.66             | \$54.70             | \$55.75             | \$56.85             | \$57.94             |
| Overtime Rate                          | \$80.49             | \$82.05             | \$83.63             | \$85.28             | \$86.91             |
| Holiday Payout (102 hrs)               | \$5,473.32          | \$5,579.40          | \$5,686.50          | \$5,798.70          | \$5,909.88          |
| <b>Total Compensation</b>              | <b>\$114,941.99</b> | <b>\$117,176.07</b> | <b>\$119,411.17</b> | <b>\$121,763.37</b> | <b>\$124,114.54</b> |

| Compensation - FY 2024-25, FY 2025-26, FY 2026-27 <sup>2</sup> |              |              |              |              |              |
|----------------------------------------------------------------|--------------|--------------|--------------|--------------|--------------|
| FY 2024-25 - 3.25%                                             | Step 1       | Step 2       | Step 3       | Step 4       | Step 5       |
| Base Annual Rate                                               | \$121,470.02 | \$124,688.98 | \$127,993.24 | \$131,385.06 | \$134,866.76 |
| Hourly                                                         | \$58.40      | \$59.95      | \$61.54      | \$63.17      | \$64.84      |
| Overtime Rate                                                  | \$87.60      | \$89.93      | \$92.31      | \$94.76      | \$97.26      |
| FY 2025-26 - 3.25%                                             | Step 1       | Step 2       | Step 3       | Step 4       | Step 5       |
| Base Annual Rate                                               | \$125,417.80 | \$128,741.37 | \$132,153.02 | \$135,655.07 | \$139,249.93 |
| Hourly                                                         | \$60.30      | \$61.89      | \$63.54      | \$65.22      | \$66.95      |
| Overtime Rate                                                  | \$90.45      | \$92.84      | \$95.31      | \$97.83      | \$100.43     |
| FY 2026-27 - 3.25%                                             | Step 1       | Step 2       | Step 3       | Step 4       | Step 5       |
| Base Annual Rate                                               | \$129,493.88 | \$132,925.46 | \$136,447.99 | \$140,063.86 | \$143,775.55 |
| Hourly                                                         | \$62.26      | \$63.91      | \$65.60      | \$67.34      | \$69.12      |
| Overtime Rate                                                  | \$93.39      | \$95.87      | \$98.40      | \$101.01     | \$103.68     |

<sup>1</sup> Compensation for FY 2023-24 includes the separate Holiday Payout in Total Compensation, as this payout is pensionable. The combined base rate and Holiday Payout served as the starting point for wage negotiations for the FY 2025-2027 contract.

<sup>2</sup> Includes deletion of the separate Holiday payout and adding these wages to the base rate, as well as redefining a pay year as 2,080 hours for all sergeants following the change to 12 hour shifts. In addition, the percentage between steps increased from 1.94% to 2.65%. Patrol sergeants on 12 hour shifts will earn 4.25 hours of regular overtime each paycheck.

**APPENDIX D**  
**VACATION PROCESS**



**WESTCHESTER POLICE**  
**DEPARTMENT**



**INTER-DEPARTMENTAL MEMO**

---

**TO:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**FROM:** \_\_\_\_\_

**SUBJECT: 202\_ Vacation Request**

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- 1) Sergeants pick first. The sergeant's seniority is based on when they made rank.
- 2) Vacations can extend up to and including 12/31/2024.
- 3) Vacation selection requests will be based on minimum shift standards set by the Chief of Police
- 4) Vacations will be picked in 2 or 3 day increments, between scheduled days off.
- 5) Only one sergeant per shift may be on vacation at the same time, no overlap.
- 6) No more than two sergeants from different shifts may be on vacation at the same time.
- 7) The department reserves the right to administratively deny a vacation overlap on holidays including but not limited to 1/1, 06/19, 7/3, 7/4, 10/31, 12/24, 12/25, and 12/31 or during special events.

---

**Vacation Dates Requested**

**Vacation Days Due:**

|                       |       |            |       |          |       |      |       |
|-----------------------|-------|------------|-------|----------|-------|------|-------|
| # Of Days This Period | _____ | Start Date | _____ | End Date | _____ | Date | _____ |
| # Of Days This Period | _____ | Start Date | _____ | End Date | _____ | Date | _____ |
| # Of Days This Period | _____ | Start Date | _____ | End Date | _____ | Date | _____ |
| # Of Days This Period | _____ | Start Date | _____ | End Date | _____ | Date | _____ |
| # Of Days This Period | _____ | Start Date | _____ | End Date | _____ | Date | _____ |
| # Of Days This Period | _____ | Start Date | _____ | End Date | _____ | Date | _____ |
| # Of Days This Period | _____ | Start Date | _____ | End Date | _____ | Date | _____ |
| # Of Days This Period | _____ | Start Date | _____ | End Date | _____ | Date | _____ |

**Officer's Signature** \_\_\_\_\_

## APPENDIX E EVALUATION REPORT

### 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<br>(1)      | Needs<br>Improvement<br>(2) | Meets<br>Standards<br>(3) | Exceeds<br>Standards<br>(4) | Exceptional<br>(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<br>(1)      | Needs<br>Improvement<br>(2) | Meets<br>Standards<br>(3) | Exceeds<br>Standards<br>(4) | Exceptional<br>(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)*

| Non-Supervisory                                  | Supervisory                     |
|--------------------------------------------------|---------------------------------|
| <input type="checkbox"/> Below Minimum Standards | <input type="checkbox"/> 0-40   |
| <input type="checkbox"/> Needs Improvement       | <input type="checkbox"/> 41-59  |
| <input type="checkbox"/> Meets Standards         | <input type="checkbox"/> 60-75  |
| <input type="checkbox"/> Exceeds Standards       | <input type="checkbox"/> 76-89  |
| <input type="checkbox"/> Exceptional             | <input type="checkbox"/> 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, with 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: \_\_\_\_\_



**APPENDIX F**  
**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 504 ("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 504. 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. [ 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: \_\_\_\_\_

**APPENDIX G**  
**SERGEANTS VOLUNTARY LEAVE DONATION FORM**

**VILLAGE OF WESTCHESTER**  
**Sergeants Voluntary Leave Donation Form**

I wish to donate some of my accrued leave time to \_\_\_\_\_.

I understand that I can only donate time in full-day increments of 12 hours. I further understand I can only revoke my donation up to four calendar days before the upcoming payroll cycle. Once this threshold is reached, I acknowledge I cannot revoke my donated time to this employee.

Please indicate the number of hours below (in 12-hour increments) you wish to donate from the adjacent benefit time bank and return to Human Resources:

\_\_\_\_\_ Compensatory Time

\_\_\_\_\_ Incidental/Personal Time

\_\_\_\_\_ Long-Term Sick Leave Time

\_\_\_\_\_ Vacation Time

\_\_\_\_\_  
Employee Name (Print and Sign)

\_\_\_\_\_  
Date

Received by:

\_\_\_\_\_  
Employee Name (Print and Sign)

\_\_\_\_\_  
Date

**APPENDIX H**  
**BODY WORN CAMERA AGREEMENT**

1. The Village will adopt and implement a policy related to the use of officer-worn body worn cameras in accordance with the terms of the Illinois Officer Worn Body Camera Act (the "Act"), 50 ILCS 706/10 et seq. That policy and the related procedures are referred to in this agreement as the "BWC Policy".
2. The Village agrees to provide employees with training, at the Employer's expense, regarding the body-worn camera system, its use, and the applicable BWC Policy.
3. The Village agrees and acknowledges the BWC Policy will comply with all of the following provisions of the Act:
  - a. The cameras must be equipped with pre-event recording, capable of recording at least the thirty (30) seconds, prior to camera activation.
  - b. The cameras must be capable of recording for a period often (10) hours or more.
  - c. The cameras must be turned on at all times when the officer is in uniform and is responding to calls for service or engaged in any law enforcement-related encounter or activity, occurring while the officer is on duty. These terms, and the exemptions thereto, will be construed in accordance with the Act.
  - d. The officer must provide notice of recording to any person if the person has a reasonable expectation of privacy and proof of notice must be evident in the recording. If exigent circumstances exist which prevent the officer from providing notice, notice must be provided as soon as practicable.
  - e. Unless prohibited by law, the recording officer and his or her supervisor shall have access and can review all recordings (both his or her own recordings and the recordings of other officers) prior to completing incident reports or other documentation, provided the officer or his or her supervisor discloses that fact in the report or documentation.
  - f. Unless prohibited by law, an officer shall not have access to or review his or her body-worn camera recordings or the body worn camera recordings of another officer prior to completing supplemental reports or other documentation in the following circumstances:
    - (i) when the officer has been involved in or a witness to an officer-involved shooting, use of deadly force incident, or the use of force incidents resulting in great bodily harm.
      - a. great bodily harm requires an injury of a graver and more serious character than an ordinary battery - the injury must be more severe than some sort of physical pain or damage to the body, like lacerations, bruises or abrasions, whether temporary or permanent. See *People v. Figures*, 216 Ill. App. 3d 398,401 (1991) citing *People v. Parvin*, 125 Ill. 2d 519 (1988).
    - (ii) is ordered to write a report in response to or during the

investigation of a misconduct complaint against the officer. If the officer subject to subparagraph (k) prepares a report, any report shall be prepared without viewing body-worn camera recordings, and the officer's supervisor shall permit the officer to file amendatory reports after viewing body-worn camera recordings. Supplemental reports under this provision shall also contain documentation regarding access to the video footage.

- (iii) In no way, shall subparagraph (f) be construed as a limitation or restriction on an officer's right to view body-worn camera footage under any other circumstances not articulated in subparagraph (f).

4. Recordings shall not be used to discipline law enforcement officers unless:
  - (i) a formal or informal complaint of misconduct has been made;
  - (ii) a use of force incident has occurred;
  - (iii) the encounter on the recording could result in a formal investigation under the Uniform Peace Officers' Disciplinary Act; or
  - (iv) as corroboration of other evidence of misconduct.
5. The potential criminal penalties, as well as any departmental discipline, which may result from unlawful confiscation or destruction of the recording medium of a person who is not a law enforcement officer will be referenced in the BWC Policy.
6. Body worn camera footage may be used in performance reviews but is not intended to replace the review of officer performance in the field.
7. Any claim of privilege will be addressed and resolved pursuant to UPODA and the state and federal laws, when applicable. Note: A privileged conversation does not include a conversation with another officer or supervisor while still actively engaged in a call for service, investigation, community care taking function and/or law enforcement encounters or activities.
8. In the event of a conflict between an express provision of this agreement and the Act, the Act will govern in all cases. If there is a material change of the Act (or the laws interpreting the Act), the Parties agree to negotiate the change and/or the impact and effects of the change on the BWC Policy.
9. Recordings made with the use of an officer-worn body camera are not subject to disclosure under the Freedom of Information Act, except as required by law.
10. Should any section or clause of this agreement be declared illegal or invalid by a court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, all other provisions of this agreement shall remain in full force and effect.