VILLAGE OF LANSING, ILLINOIS

And

Teamsters – Local 700

Police CRT Contract
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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF LANSING, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 700 (hereinafter referred to as the "Union"), is in recognition of the Union’s status as the representative of the Village’s full-time and part-time CRT Operators of the Village of Lansing’s police department and has as its basic purpose the promotion of harmonious relations between the Village and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an agreement covering rates of pay, hours of work and conditions of employment applicable to the bargaining unit employees. Therefore, in consideration of the mutual promise and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I
RECOGNITION

Section 1.1: Unit Description

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on all matters relating to wages, hours and all other terms and conditions of employment for all Employees in the bargaining unit as follows:

All full-time and part-time CRT Operators for the Village of Lansing Police Department herein referred to as “employees” or “CRT’s”, excluding all other employees of the Village of Lansing.

Notwithstanding any other provisions in this Agreement, part-time employees do not receive economic fringe benefits under this Agreement. That includes benefits called for in the following sections, among others: Article XI, Insurance; Article XII, Holidays and Personal Days; Article XIII, Vacations; Article XIV, Sick Leave; Article XV, Additional Leaves of Absence.

Section 1.2: Gender

Wherever the female gender is used in this Agreement, it shall be construed to include both females and males equally.
Section 1.3: Union Use of Bulletin Board

The Village will make available space on an existing bulletin board for the posting of official Union notices of a non-political, non-inflammatory nature which shall be restricted to the following:

(a) notice of Union recreational and social activities;
(b) notice of Union elections and results of such elections;
(c) notice of Union appointments; and
(d) notice of Union meetings.

If the Union desires to post any other information or material the Union shall first submit same to the Chief of Police or his designee for approval. The Union will limit the posting of Union notices to such bulletin board.

ARTICLE II
UNION SECURITY

Section 2.1: Dues Checkoff

While this Agreement is in effect, the Village will deduct and transmit to the Union from each employee’s paycheck once each pay period the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff authorization; a Union member desiring to revoke the dues checkoff may do so by written notice to the Village at any time upon thirty (30) days’ notice. The actual dues amount shall be deducted by the Village and forwarded to the Union.

If the employee has no earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount, which will be considered the regular monthly fees once each year during the life of this Agreement. The Union will give the Village sixty (60) days notice of any such change in the amount of uniform dues to be deducted.

Section 2.2: Fair Share

Each employee covered under this agreement who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this agreement.
Any present employee who does not join the Union within 30 days of the signing of this contract shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Nothing in this Agreement shall be inconsistent with section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of the employees covered under this agreement based upon bona fide religious tenants or teachings of a Church or other religious body of which such employees are members.

Section 2.3: Indemnification

The Union agrees to indemnify and hold harmless the Employer, its elected officials, 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 or by reason of any action taken or not taken by the employer for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article, including employers reasonable and necessary attorney’s fees incurred in defending any of said claims, actions, complaints, suits or other forms of liability, and enforcing the terms of this Article.

ARTICLE III
LAVOR-MANAGEMENT AND SAFETY MEETINGS AND UNION ACTIVITY

Section 3.1: Meeting Request

The Union and the Employer agree in the interest of efficient management and harmonious employee relations that meetings be held if mutually agreed between two (2) Union representatives and the Chief of Police and/or designee. Such 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 meeting” or “safety meeting” and expressly providing the agenda for such meeting. Such meetings, which shall not exceed four (4) annually, shall be held at such times and locations as mutually agreed upon, and shall be limited to:

(a) a discussion on the implementation and general administration of this Agreement;

or
(b) a sharing of general information of interest to the parties; or

(c) issues and concerns involving safety; or

(d) notifying labor representatives about certain changes in non-bargaining matters which may affect employees.

Section 3.2: 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 meeting”, nor shall negotiations for the purpose of altering any or all of the terms in this Agreement be carried on at such meetings.

Section 3.3: Union Activity During Working Hours

The Parties recognize that work time is for work. Nonetheless, a grievant may be given time off to attend a Step 3 grievance hearing without loss of pay if such hearing is held during a time when the grievant would otherwise be working. No other time spent on union matters shall be considered time worked for compensation purposes, unless otherwise mutually agreed upon.

Section 3.4: Access to Workplace By Union Representative

A union representative shall have access to a meeting room or area designated by the Village, to meet with employees who are not otherwise scheduled to work, in order to discuss a pending grievance. Such representative must provide advance notice of the meeting and the meeting shall not last more than thirty (30) minutes. A request for a meeting shall not be unreasonably denied if in compliance with this Section, or as otherwise mutually agreed upon.

Section 3.5: Attendance

Attendance at “labor-management meetings” shall be voluntary on the employee’s part, and attendance during such meetings shall be considered time worked for compensation purposes if scheduled during working hours. No more than two (2) persons from each side shall attend these meetings unless mutually agreed otherwise.

ARTICLE IV
SAFETY

No employee shall be required to use any equipment that has been designated by both the Village and the Union as being defective because of a disabling condition unless the disabling condition has been corrected as determined by the Village.
ARTICLE V
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services, and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish reasonable work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services to the extent the Village possessed this right prior to the execution of this Agreement; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to establish performance standards; to discipline, suspend and/or discharge non-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to take any and all actions as may be as necessary to carry out the mission of the Village and Police Department in the event of civil emergency as may be declared by the Mayor or Police Chief or their authorized designee(s); to determine, in the sole discretion of the Mayor, that civil emergency conditions exist, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes; and to carry out the mission of the Village; provided, however that the exercise of any of the above rights shall not conflicts with any of the express written provisions of this Agreement.

ARTICLE VI
HOURS OF WORK AND OVERTIME

Section 6.1: Application of Article

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

Section 6.2: Normal Work Week and Work Day

Except as provided elsewhere in this Agreement, the normal workweek (Monday through Friday) shall consist of not more than forty (40) hours per departmental calendar week. The normal work day shall consist of five (5) consecutive days of eight (8) hours of work including a paid forty five (45) minute lunch period and one (1) fifteen (15) minute break, which may be taken upon permission of the employee's supervisor. The normal work day and work week may be changed by the Village in an emergency, or upon seven (7) calendar days prior notice to the Union and the affected employees.
Section 6.3: Overtime Pay

Overtime at the rate of time and one-half (1 1/2) an employee’s regular hourly rate of pay shall be paid for all hours worked beyond forty (40) hours in a seven (7) individual work cycle as provided in the Fair Labor Standards Act (FLSA), such pay to be calculated in fifteen (15) minute segments. “Hours worked” for purposes of this Article shall include hours actually worked, and also paid holidays, paid vacation days, paid personal days, compensatory time, and shall not include sick leave hours off, hours off work because of disciplinary suspension. Compensatory time off in lieu of overtime shall be permitted upon mutual agreement of the Supervisor of Records and the affected employee. The employee will fill out a compensatory time due request slip in lieu of an overtime slip. An employee shall be paid for any accrued compensatory time in accordance with the Fair Labor Standards Act (FLSA) when, for any reason; they leave the employment of the police department. If the employee’s accumulated compensatory time exceeds forty (40) hours, the employee may be required to take the excess hours to control the total amount of compensatory time over forty (40) hours. An employee’s request for use of accumulated compensatory time shall not be unreasonably denied or withheld. Compensatory time will not be granted if the request would cause the department to drop below minimum staffing, as established by the Supervisor of Records, when such request is made. Requests for compensatory time off must be submitted in writing at least twenty-four (24) hours prior to the requested date.

Section 6.4: Time Spent in Continuing Education or Training

Time spent by an employee in continuing education, or training if required, scheduled and specifically approved in writing by the Police Chief, or his designee, shall be paid at the employee’s regular rate of pay or overtime rate of pay, whichever is applicable.

Section 6.5: Required Overtime Pay

In an emergency or during any other unforeseen circumstance, the Chief of Police or his designee(s) shall have the right to require overtime work and CRTs may not refuse overtime assignments. Where the need for overtime assignments is foreseeable, the Village will make reasonable efforts to minimize required overtime assignments by seeking volunteers, in order of rotating seniority, before mandating overtime work to the least senior CRT. If the Village is found to have violated provisions of this Section, the sole remedy shall be the affected employee’s receipt of the next available overtime opportunity.

Section 6.6: No Pyramiding

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.
ARTICLE VII
GRIEVANCE PROCEDURE

Section 7.1: Definition

A “grievance” is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation or misapplication of an express provision of this Agreement.

Section 7.2: Procedure

A grievance filed against the Village shall be processed in the following manner:

STEP 1: An employee, with or without a Union representative, who has a grievance, or the union if a union grievance, shall submit a written grievance, using the attached form, with his immediate supervisor or the Support Services Commander or his designee(s) within seven (7) business days of its occurrence, specifically indicating that they matter is “a grievance” under this Agreement. The grievance shall contain a brief statement of the facts. All grievances must be presented to the supervisor no later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the employee or Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The supervisor, the Support Services Commander or his designee, shall then attempt to adjust the matter and shall respond in writing within seven (7) business days after such discussion.

STEP 2: If the grievance is not settled at Step 1 and the employee or Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Chief of Police or designee within ten (10) business days after receipt of the Village’s answer in Step 1, or within ten (10) business days of the time when such an answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Chief or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and a Union representative, if one is requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Support Services Commander or designee shall provide a written answer to the grievant within ten (10) business days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the employer or Union wishes to appeal, it shall be referred to the Mayor or designee within ten (10) business days after receipt of the Village’s answer in Step 2. Thereafter, the Mayor or designee and the Police Chief or other appropriate individuals as desired by the Mayor shall meet with the grievant and the Union
representative within ten (10) business days of receipt of the Union’s appeal. If no agreement is reached, the Mayor or designee shall submit a written answer to the Union within ten (10) business days following the meeting.

Section 7.3: Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Village’s written answer as provided to the Union at Step 3: The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) business day period, the parties shall jointly request the Federal mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be from the National Academy of Arbitrators who reside in either Illinois or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to alternately strike names from the panel with the party requesting arbitration striking the first name. The person remaining shall be the arbitrator. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the Village and Union representatives. The Village and the Union have the right to request the arbitrator to require the presence of witnesses and/or documents. The Village and the Union retain the rights to employ legal counsel.

The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later. The decision shall be final and binding on the Village, the grievant, the employees covered by this Agreement and the Union, so long as such decision is consistent with the provisions in Paragraph 4 below. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and advise only concerning the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. The arbitrator shall have no authority to render advice on any issue not so submitted or raised. The arbitrator shall be without power to render advice which is in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies other than the Village of Lansing that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitation of this
Section shall be binding upon the Village, the Council, the Grievant and the employees covered by the Agreement.

**Section 7.4: Time Limit For Filing Forms**

No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) business days after the occurrence of the event giving rise to the grievance or within seven (7) business days after the employee or Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A “business day” is defined as a calendar day exclusive of Saturdays, Sundays, or holidays recognized by the Village. If a grievance is not presented by the employee or Union within the time limits set forth in this Article. It shall be considered “waived” and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered withdraw. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. If mutually agreed upon, the parties may waive one or more steps in the grievance procedure. The Written grievance required under this Article shall be on a form which shall be provided by the Union, and approved by the Village. It shall contain a statement of the Grievant’s complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative.

**ARTICLE VIII**

**NO STRIKE – NO LOCKOUT**

**Section 8.1: No Strike Commitment**

For the term of this Agreement, neither the Union nor any CRTs, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies, or work to the rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of CRT or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.
Section 8.2: No Lockout

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 8.3: Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 8.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 8.4: Judicial Restraint

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE IX
SENIORITY LAYOFF RECALL

Section 9.1: Probation Period

The probationary period for all employees covered by this Agreement shall be twelve (12) months in duration. Time absent from duty or not served for any reason shall not apply towards satisfaction of the probationary period. During the probationary period, a CRT is subject to discipline, including discharge, without cause.

Section 9.2: Seniority List

Upon written notification from the Union, the Village will provide the Union with a seniority list setting forth each employee’s seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing. Upon notification, the Village shall correct such errors.

Section 9.3: Layoff, Subcontracting, Outsourcing, Privatizing and Recall

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, part-time employees covered by this Agreement will be laid off before full-time employees, and full-time employees will be laid off in accordance with their skill, ability and work performance. Where 2 or more employees are reasonably deemed by the Village to have equal skill, ability and work performance, then seniority will be the tie-breaker.
Except in an emergency, no layoff will occur without at least fourteen (14) calendar days’ notification to the Union. The Village agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Employees who are laid off shall be placed on a recall list for a minimum of 2 years. If there is a recall, Employees who are still on the recall list shall be recalled in the reverse order of their layoff. Employees who are eligible for recall shall be given 14 calendar days notice thereof by Certified or Registered Mail, return receipt requested, with a copy to the Union. The employee must notify the Immediate Supervisor or the designee of the intention to return to work within three (3) days after receiving a notice of recall. If an employee fails to timely respond to the recall notice, her name shall be removed from the recall list.

Section 9.4: Termination of Seniority

Seniority and the employment relationship shall, at the Village’s discretion, be terminated for all purposes if the employee:

(a) quits or resigns;

(b) is discharged;

(c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);

(d) falsifies the reason for a leave of absence, or is found to be working during a leave of absence without approval of the Mayor;

(e) fails to report to work at the conclusion of an authorized leave of absence or vacation;

(f) is laid off and fails to report for work within 3 (three) working days after the established date for the employee’s return to work;

(g) does not perform work for the Village for a period in excess of twelve (12) months; provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers’ compensation and/or disability pension; or layoff of less than 2 (two) years.

(h) is absent for two (2) consecutive working days without notifying the Village.
Section 9.5: Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning continuous employment at CRT in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the last digit of the social security numbers, with the higher last digit number being considered more senior.

ARTICLE X
UNIFORM ALLOWANCE

The Village will provide initial uniform items, and replacement uniforms to employees on a reimbursement system as it has in the past. A list of the current initial uniform items is attached hereto as Appendix D. Effective January 1, 2016, each bargaining unit employee will receive a clothing allowance of $400.00. Each January 1 thereafter, uniformed employees will receive a clothing allowance of $350.00 per year (new hires shall also receive the clothing allowance check upon beginning employment). Employees shall turn in receipts in accordance with Village policy.

ARTICLE XI
INSURANCE

Section 11.1: Coverage

The Village shall make available to non-retired employees substantially similar group health and hospitalization insurance and life insurance coverage and benefits as are provided to a majority of other full-time Village employees who are not members of the Union’s bargaining unit. Further, the Village shall, to the extent required by law, make available to retired employees the ability to participate in its group insurance program for individual and dependent coverage, with premiums to be paid by the retired employee. Arrangements for reimbursement of premiums to the Village should be made with the Director of Human Resources.

The Village reserves the right to change insurance carriers or benefit levels, to self-insure, or to participate in a health maintenance organization as it deems appropriate, so long as the Village provides substantially similar group health and hospitalization insurance and life insurance coverage and benefits as are provided to a majority of full-time Village employees who are not members of the Union’s bargaining unit.

However, prior to the Village making changes to the coverage and benefits of the group health and hospitalization insurance and life insurance coverage and benefits and prior to the execution of any agreements with insurers that would change group health and hospitalization insurance and life insurance coverage and benefits, the Village will notify the Union at least twenty-eight (28) days in advance of such contemplated changes of the precise nature of those changes.
Upon request, the Village shall then meet with the Union for the purpose of obtaining the Union's input regarding these changes. This notification does not impose an obligation upon the Village to bargain with the Union over these contemplated changes or to resolve any disagreements through statutory or contractual impasse procedures. Rather, the notice is to provide the Union with the framework for discussions so the Village can obtain the union’s views and suggestions prior to the Village exercising its authority to implement changes to insurance benefits and coverage.

The Union reserves the right to grieve the changes if they are not substantially similar to the group health and hospitalization insurance and life insurance coverage and benefits as are provided to a majority of full-time Village employees who are not members of the Union’s bargaining unit. Further, the Union may grieve any changes to existing group health and hospitalization insurance and life insurance coverage and benefits and the Village will have the burden to justify such changes. The standard for arbitral review of a grievance over such any insurance changes is whether the Village exercised its managerial prerogative in an arbitrary or capricious manner.

Effective May 1, 2016 and thereafter, notwithstanding any other provisions of this Agreement, the Village may make such modifications in insurance benefit levels to the Village insurance plans as are reasonably necessary to avoid the imposition of the Cadillac Tax under the federal Affordable Care Act. If the Union disagrees with the modifications, it shall have the right to reopen negotiations, limited to such modifications. During such limited opener negotiations, the requirements of Sections 8.1 and 8.2 shall be suspended as to the limited opener.

Section 11.2: Contribution

Employees shall pay the percentage of the monthly premium cost for Village-provided single or family health insurance coverage as follows:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>SINGLE</th>
<th>FAMILY</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAY 1, 2015</td>
<td>7%</td>
<td>12%</td>
</tr>
<tr>
<td>MAY 1, 2016</td>
<td>7%</td>
<td>12%</td>
</tr>
<tr>
<td>MAY 1, 2017</td>
<td>7%</td>
<td>12%</td>
</tr>
</tbody>
</table>
Section 11.3: Cost Containment

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 11.4: Terms of Policies to Govern

The extent of coverage under the insurance policies referred to in Section 20.1 shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set for this in this Agreement.

Section 11.5: Right to Maintain Coverage While on Unpaid Leave or on Layoff

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 11.6: Dental Insurance

Except as otherwise mutually agreed, the Village shall continue its current coverage and practice concerning dental insurance.

Section 11.7: Section 125 Plan

The Village shall establish and maintain in effect an IRC Section 125 Plan whereby employees will be able to pay for their share of health insurance premiums with pre-tax earnings as long as it continues to be permitted by the Internal Revenue Code under substantially similar regulations (provisions) which were in effect on the date of the ratification of this Agreement. If the Village expands the scope of the Section 125 Plan (to include pre-tax deductions for unreimbursed medical and childcare expenses) for other Village employees, the expanded Section 125 Plan shall also, upon written request, be made available to bargaining unit employees under the same terms and conditions and on the same date as applicable to other Village employees.

Section 11.8: Life Insurance

The Village shall provide, at no cost to the employee, life insurance coverage of ten thousand dollars ($10,000).
ARTICLE XII
HOLIDAYS AND PERSONAL DAYS

Section 12.1: Holidays

The following are paid holidays for eligible employees:

New Year’s Day          Fourth of July
Martin Luther King Day   Labor Day
President’s Day          Thanksgiving Day
Good Friday              Christmas Day
Memorial Day

To receive holiday pay an employee must work her regularly scheduled day before and after the holiday, except if absent due to illness accompanied by a doctor’s slip and if approved by the Police Chief, or if absent due to a vacation or a personal day as approved by the Police Chief or his designee.

Section 12.2: Personal Days

Eligible full-time employees if completed at least one (1) year of service with the Village shall annually receive, in addition to their paid holidays, four (4) personal days off and their birthdays, to be credited to the employee on January 1 of each calendar year. Eligible full-time employees who begin employment shall receive a pro-rata number of personal days (rounded to the nearest full day increment) during the first calendar year of employment. These days are lost if not taken within that calendar year, and may not be exchanged for monetary payment. A personal day may only be taken upon approval of the Chief or his designee.

Section 12.3: Scheduling of Personal and Compensatory Time Off

The approval of the Police Chief or his designee must be obtained before an employee takes a personal day or compensatory time off. In order to secure approval to take a personal day or compensatory time off, employees must make a request to the Chief of Police, or his designee, at least twenty-four (24) hours, absent an emergency or at the discretion of the Chief of Police or his designee, in advance of such personal day or compensatory time off. Also, no more than one (1) CRT shall be approved for a personal day or compensatory time off at the same time and such personal day or compensatory time off approvals shall be on a first come, first served basis. In all cases, a request for a personal day or compensatory time off shall not arbitrarily be denied.
ARTICLE XIII

VACATIONS

Section 13.1: Vacation Allowance

Vacation allowances are based on completed years of continuous service for eligible full-time employees only, as follows:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Amount of Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 1 Years</td>
<td>2 weeks (80 hours)</td>
</tr>
<tr>
<td>After 5 Years</td>
<td>3 weeks (120 hours)</td>
</tr>
<tr>
<td>After 10 Years</td>
<td>4 weeks (160 hours)</td>
</tr>
<tr>
<td>After 15 Years</td>
<td>5 weeks (200 hours)</td>
</tr>
<tr>
<td>After 20 Years</td>
<td>6 weeks (240 hours)</td>
</tr>
</tbody>
</table>

Section 13.2: Vacation Taken

Vacation time earned after successful completion of one year’s continuous service shall be taken during the second year of service. Similarly, vacation time earned after successful completion of the second year of continuous service shall be taken the third year of service and so forth. Unused vacation does not carry over to the next calendar year.

Section 13.3: Emergencies

Where a vacation day is needed for emergency reasons, such as unexpected family illness, the employee will notify the Village as soon as possible of such need. If the Village is able to arrange suitable coverage for the employee’s work, the employee will be given the requested day(s) off as vacation days provided the employee has the requisite number of approved vacation day(s) available.

Section 13.4: Holidays During Vacations

Holidays observed during a vacation leave period will not be charged against vacation leave.
Section 13.5: Vacation Scheduling

During the period November 1st through November 30th annually, each eligible full-time CRT will submit in writing to the Management Support Supervisor her request for vacation days for the next calendar year. Said request shall include dates for a minimum of 40 hours of accrued vacation for an eligible employee that has achieved at least 1 – 4 years of continuous service, as provided in Section 13.1 of this Agreement. Employees that have achieved at least 5 years or more of continuous service, as provided in Section 13.1 of this Agreement, shall include dates for a minimum of 80 hours of accrued vacation, and additionally will include alternate dates in priority order.

Prior to December 31, the Chief of Police or his designee will determine and post the vacation schedule to be granted to each CRT for the coming year as determined by the following:

(a) Up to two (2) continuous weeks, for the first vacation selection will be scheduled per CRT based on seniority ranking.

(b) Vacation time available in excess of two weeks will be scheduled based on longevity after each CRT has been scheduled for the initial two week period.

(c) Absent an emergency, at least one (1) CRT shall be allowed vacation time on any one shift at any time of the year. However, the Village will allow a second CRT to be on vacation if two (2) or more CRT’s remain available to perform the work in question.

A CRT may file a request with the Supervisor to cancel and reschedule vacation after December 1; provided, however, the decision to allow vacation to be canceled and rescheduled shall be determined on a case-by-case basis at the sole discretion of the Supervisor, such requests shall not be unreasonably denied.

As of January 1, the balance of any accrued vacation may be requested by each eligible full-time bargaining unit member at least ten (10) days in advance of the desired vacation date on a first come first serve basis for vacation requests of 3 or more days, up to two (2) continuous weeks. The remaining balance of accrued vacation may be scheduled as single day vacation days, provided that the eligible employee gives two (2) business days’ notice to the Chief or his designee. Absent an emergency, at least one (1) CRT shall be allowed vacation time on any one shift at any time of the year. However, the Village will allow a second CRT to be on vacation if two (2) or more CRTs remain available to perform the work in question.

Section 13.6: Vacation, Personal Day or Compensatory Time Off Cancellation

The Mayor or the Police Chief, or their designee(s) may, any in an extreme emergency situation cancel any or all approved vacation personal day or compensatory time off leaves in
advance of their being take and/or recall any CRT from time off in progress. Cancelled or recalled time off shall be rescheduled.

Section 13.7: Pay in Lieu of Vacation

Employees will not be permitted the choice of working for extra pay instead of taking their vacations.

Section 13.8: Separation Pay

On separation, an employee will be paid pro-rata for his/her earned but unused accumulation of vacation leave as has been the Village’s past practice. Specifically excluded from this are all probationary employees who terminate, or are terminated, prior to the completion of their probationary period or other employees who are terminated for cause.

Section 13.9: Employee Death

In the event of the employee’s death, compensation on a pro-rata basis for all earned but unused accrued vacation shall be paid to the employee’s estate as has been the Village’s past practice.

ARTICLE XIV
SICK LEAVE

Section 14.1: Purpose

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time; that their financial resources may be diminished in such instances if pay is discontinued; and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense, and the parties further agree that the Village shall ferret out sick leave abuse with the Union assisting in all ways reasonably possible as requested by the Village. Sick leave usage of three (3) consecutive days or more, or if sick leave abuse is reasonably suspected, may be required to be accompanied by a physician’s certification or other reasonable proof of illness. Sick leave may be used for the employee’s own illness or medical or dental appointments that cannot be scheduled during non-working hours or the illness of her immediate family.

Section 14.2: Sick Leave Accumulation

Each employee shall earn eight (8) days of sick leave per calendar year for her sick leave bank, but there is no buyback of accumulated sick leave annually or upon termination or retirement (except for those employees hired on or before May 1, 1992, who shall be eligible for
up to thirty (30) days of sick leave buy back at 100% of their current rate at retirement). There
shall be unlimited accumulation in this sick leave bank. Additionally, should an employee not
use any sick days during the calendar year, she shall have an additional two (2) sick days
credited towards her sick leave bank.

Section 14.3: Notification

Notification of absence due to sickness shall be given to the Village as soon as possible
on the first day of such absence and every day thereafter unless this requirement is waived by the
Police Chief or his designee, but no later than thirty (30) minutes before the start of the
employer’s work shift unless it is shown that such notification was impossible. Failure to
properly report an illness may be considered as absence without pay and may subject the
employee to discipline.

ARTICLE XV
ADDITIONAL LEAVES OF ABSENCES

Section 15.1: Discretionary Leaves

The Village may grant a leave of absence under this Article to any bargaining unit
employee where the Village determines there is good and sufficient reason. The Village shall set
the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 15.2: Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the
Police Chief or his designee as far in advance as practicable. The request shall state the reason
for the leave of absence and the approximate length of time off the employee desires.
Authorization for leave of absence shall, if granted, be furnished to the employee by his
immediate supervisor and it shall be in writing.

Section 15.3: Jury Leave

Employees covered by this Agreement who are required to serve on a jury shall sign their
jury duty checks over to the Village. The Village shall compensate such employees, at their
regular rate of pay, for each day actually spent on jury duty up to eight (8) hours’ pay per day.

Section 15.4: Funeral Leave

In the event of death in the immediate family (designated as the employee’s legal spouse,
both employee’s and spouse’s grandparents, children, grandchildren, parents, parents of spouse,
brothers or sisters of employee, brothers or sisters of spouse, or any relative living in the
employee’s household) an employee shall be granted up to three (3) consecutive work days as
funeral leave if the employee attends the funeral or services in lieu of a funeral. Unpaid leave beyond such three (3) days may be taken, upon approval of the Police Chief or his designee.

Section 15.5: Leave for Illness, Injury or Disability

(a) In the event an employee is unable to work by reason of illness, injury or disability (including those compensable under workers’ compensation), the Village may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law, except that for a work-related injury compensable under workers’ compensation, an employee shall accrue seniority to the extent provided by law.

(b) To qualify for such leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the Police Chief or his designee a physician’s written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave the employee shall furnish current medical report(s) as reasonably requested by the Village.

Section 15.6: Benefits While on Leave

(a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon the employee’s return, the Village will place the employee in his or her previous job, if the leave of absence is not in excess of one year; if the leave is in excess of one year and the job is vacant, the employee will be placed in his or her previous job, but if the job is not vacant, the employee will be placed in the first available opening in her classification.

(b) If, upon expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to her seniority except for her leave, she shall go directly on layoff.

(c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium.
Section 15.7: Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment without prior written approval of the Village. Employees who engage in employment elsewhere during such leave, without the specific prior written permission of the Village, may immediately be terminated by the Village.

Section 15.8: Family and Medical Leave

The Employer may adopt policies to implement the Family and Medical Leave Act in accordance with what is legally permissible under the Act.

ARTICLE XVI
WAGES

Section 16.1: Wages

Effective May 1, 2015, two percent (2%) shall be added to the following wage matrix. This shall be retroactive on all hours worked or paid for all employees employed at the time of the agreement is signed by both parties.

<table>
<thead>
<tr>
<th>MAY, 1 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLASSIFICATION</td>
</tr>
<tr>
<td>Clerk/CRT Operator</td>
</tr>
<tr>
<td>Class 1-P/T</td>
</tr>
<tr>
<td>Start To End of 3rd Year</td>
</tr>
<tr>
<td>Class 2</td>
</tr>
<tr>
<td>To End of 5th Year</td>
</tr>
<tr>
<td>Class 3</td>
</tr>
<tr>
<td>To End of 10th Year</td>
</tr>
<tr>
<td>To End of 15th Year</td>
</tr>
<tr>
<td>To End of 20th Year</td>
</tr>
<tr>
<td>To End of 21st Year</td>
</tr>
</tbody>
</table>
Effective May 1, 2016, one and one half percent (1.5%) shall be added to the wage matrix.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Yearly</th>
<th>Hourly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk/CRT Operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class 1-P/T</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start To End of 3rd Year</td>
<td>$25,456.80</td>
<td>$12.2388</td>
</tr>
<tr>
<td>Class 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To End of 5th Year</td>
<td>$35,569.11</td>
<td>$17.1005</td>
</tr>
<tr>
<td>Class 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To End of 10th Year</td>
<td>$42,205.69</td>
<td>$20.2912</td>
</tr>
<tr>
<td>To End of 15th Year</td>
<td>$43,471.60</td>
<td>$20.8998</td>
</tr>
<tr>
<td>To End of 20th Year</td>
<td>$44,775.63</td>
<td>$21.5267</td>
</tr>
<tr>
<td>To End of 21st Year</td>
<td>$46,119.34</td>
<td>$22.1728</td>
</tr>
</tbody>
</table>

Effective May 1, 2017, one and one half percent (1.5%) shall be added to the wage matrix.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Yearly</th>
<th>Hourly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk/CRT Operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class 1-P/T</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start To End of 3rd Year</td>
<td>$25,838.65</td>
<td>$12.4224</td>
</tr>
<tr>
<td>Class 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To End of 5th Year</td>
<td>$36,102.65</td>
<td>$17.3570</td>
</tr>
<tr>
<td>Class 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To End of 10th Year</td>
<td>$42,838.78</td>
<td>$20.5956</td>
</tr>
<tr>
<td>To End of 15th Year</td>
<td>$44,123.67</td>
<td>$21.2133</td>
</tr>
<tr>
<td>To End of 20th Year</td>
<td>$45,447.26</td>
<td>$21.8496</td>
</tr>
<tr>
<td>To End of 21st Year</td>
<td>$46,811.13</td>
<td>$22.5054</td>
</tr>
</tbody>
</table>

Notwithstanding the foregoing wage increase, if the State of Illinois Legislature reduces the Village’s revenues from the Local Government Distributive Funds (“LGDF”) by more than ten percent (10%), as compared to the immediate prior year, or if the State of Illinois Legislature should impose a freeze on property tax increases, the Village shall have the right to reopen this Section 16.1 only. During such limited reopen negotiations, the requirements of Sections 8.1 and 8.2 shall be suspended as to the limited reopenner.
ARTICLE XVII
EMPLOYEE AND OTHER STATUTORY RIGHTS

Section 17.1: Personnel Files

The Village agrees to abide by the requirements of the Illinois Personnel Records Review Act, 820 ILCS 40/0.01.

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file shall not be used against the Employee in any future proceeding.

Section 17.2: Military Leave

Military leave shall be granted in accordance with applicable law.

Section 17.3: Access to Arbitration

The parties agree that an alleged violation of Section 1 or 2 above may not be taken to arbitration under the grievance procedure contained in this Agreement, absent the specific written agreement of the Union and the Village.

ARTICLE XVIII
DISCIPLINE

Post probationary employees shall be disciplined only for just cause; probationers may be disciplined without cause and without recourse to the grievance procedure. Any suspension or discharge may be appealed by the affected employee through the grievance and arbitration procedure.

ARTICLE XIX
OUTSIDE EMPLOYMENT

No employee of the Village shall be employed in any other business, position or occupation that interferes or conflicts in any way with his Village position or with the full and proper performance of his duties. An employee engaged in outside employment must first notify and receive authorization from the Chief of Police prior to such employment. The Village may not unreasonably deny or withdraw approval of outside employment.
ARTICLE XX
LEGAL DEFENSE AND INDEMNIFICATION

The employer shall be responsible for, hold Employees harmless from and pay for damages or monies which may be adjudged, assessed or otherwise levied against any Employee covered by the Agreement, to the extent required by applicable laws. Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this article.

ARTICLE XXI
EMPLOYEE ALCOHOL AND DRUG TESTING

Section 21.1: Statement of Policy

It is the policy of the Village of Lansing that the public has the absolute right to expect persons employed by the Village in its Police Department will be free from 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 CRTs.

Section 21.2: Prohibitions

CRTs shall be prohibited from:

(a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any Village premises or job sites, including Village buildings, properties, vehicles and the CRT’s personal vehicle while engaged in Village business;

(b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty;

(c) Failing to report to the employee’s supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

Section 21.3: Drug and Alcohol Testing Permitted

Where the Village has reasonable suspicion to believe that:

(a) a CRT is being affected by the use of alcohol; or

(b) has abused prescribed drugs; or
(c) has used illegal drugs

The Village shall have the right to require the CRTs to submit to alcohol or drug testing as set forth in this Agreement. Random testing of CRTs may be performed. The selection process will be agreed to between the Employer and the Union, subject to the rest of the provisions of this Article. The foregoing, shall not limit the right of the Village to conduct any tests it may deem appropriate for persons seeking employment as police CRTs prior to their date of hire, or upon promotion to another position within the Department.

**Section 21.4: Order to Submit to Testing**

Within forty-eight (48) hours of the time the CRT is ordered to testing authorized by this Agreement, the Village shall provide the CRT with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the CRTs taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

**Section 21.5: 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 a CRT to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the CRT.

(d) Collect samples in such a manner as to preserve the individual CRTs right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. CRTs shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a “clean room” for submitting samples or where there is reasonable suspicion that the CRT may attempt to compromise the accuracy of the testing procedure.

(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 an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolite.
(f) Provide the CRT tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the CRTs choosing; at the CRTs own expense; provided the CRT 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 a blood or urine sample is positive only if both the initial screening and confirmation test are positive for 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 (i.e., 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 CRTs interests.

(h) Require that with regard to alcohol testing, for the purpose of determining whether the CRT is under the influence of alcohol, test results showing and alcohol concentration of .020 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive. (Note: The foregoing standard shall not preclude the Village from attempting to show that test results under .02 demonstrate that the CRT was under the influence, but the Village shall bear the burden of proof in such cases.)

(i) Provide each CRT tested with a copy of all information and reports received by the Village in connection with the testing and the results.

(j) Insure that no CRT is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 21.6: Right to Contest

If disciplinary action is taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Union and/or the CRT, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 1 of the grievance procedure.

Section 21.7: Voluntary Request for Assistance

The Village shall take no adverse employment action against any CRT who, for the first time, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem. This provision shall not apply if the employee is under investigation for the violation of the Village’s drug and alcohol policy.
CRTs who do not agree to or act in accordance with the foregoing or who violate other Department rules or regulations 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 CRT on active status throughout the period of rehabilitation if it is appropriately determined that the CRTs current use of alcohol or drugs prevents such individual from performing the duties of a CRT or whose continuance on active status would constitute a direct threat to the property and safety of others. Such CRT shall be afforded the opportunity, at his option, to use accumulated paid leave (i.e., vacation and compensatory time, if applicable) or take and unpaid leave of absence pending treatment.

ARTICLE XXII
RESIDENCY

Employees shall be required to reside within the Village of Lansing as a condition of continued employment with the Village.

ARTICLE XXIII
SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by an agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the court or agency decision; and upon issuance of such a decision, the Village and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIV
ENTIRE AGREEMENT

This Agreement, upon ratification, cancels and supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Village and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the Village’s exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, 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 the parties after the exercise of that right and opportunity are set forth in this Agreement. The Union shall have
the right to impact bargaining, and the Village may implement temporarily any change pending the results of any such impact bargaining. During the term of this Agreement, the parties agree that the Village may take reasonable steps to comply with the provisions of the Americans with Disabilities Act.

ARTICLE XXV
DURATION

This Agreement shall become effective on the day after signatures by both parties, and shall remain in force and effect until midnight, April 30, 2018. The Union shall notify the Village of its desire to amend the contract by filing a demand to bargain with the Village no sooner than 120 days prior to the expiration of the agreement.

VILLAGE OF LANSING

Norm Abbott
Village President

TEAMSTERS LOCAL 700

Becky Strzechowski 9/1/15
Date
Teamsters Local 700 President

Michael G. Melone 9/1/15
Date
Teamsters Local 700 Sec-Treasurer