ILLINOIS FOP
LABOR COUNCIL

and

VILLAGE OF LANSING

Police Officers

May 1, 2016 – April 30, 2019
VILLAGE OF LANSING, ILLINOIS

And

FRATERNAL ORDER OF POLICE LODGE 218

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

Police Contract

May 1, 2016 thru April 30, 2019
TABLE OF CONTENTS

PREAMBLE .................................................................................................................. 1

ARTICLE I RECOGNITION .................................................................................. 1
  Section 1.1: Recognition ...................................................................................... 1
  Section 1.2: Fair Representation ......................................................................... 1
  Section 1.3: Gender .............................................................................................. 2
  Section 1.4: Council Use of Bulletin Board ......................................................... 2

ARTICLE II COUNCIL SECURITY ..................................................................... 3
  Section 2.1: Dues Checkoff .................................................................................. 3
  Section 2.2: Fair Share ......................................................................................... 3
  Section 2.3: Indemnification ................................................................................ 5

ARTICLE III LABOR-MANAGEMENT AND SAFETY MEETINGS .................... 5
  Section 3.1: Meeting Request .............................................................................. 5
  Section 3.2: Content ............................................................................................ 6
  Section 3.3: Attendance ....................................................................................... 6

ARTICLE IV SAFETY ............................................................................................ 6

ARTICLE V MANAGEMENT RIGHTS ................................................................. 6

ARTICLE VI HOURS OF WORK AND OVERTIME ........................................... 7
  Section 6.1: Application of Article .................................................................... 7
  Section 6.2: Normal Work Week and Work Day .............................................. 8
  Section 6.3: Overtime Pay .................................................................................. 8
  Section 6.4: Court Time ..................................................................................... 9
  Section 6.5: Call-Back Pay ................................................................................. 9
  Section 6.6: Time Spent In Continuing Education ............................................. 10
  Section 6.7: Required Overtime ....................................................................... 10
  Section 6.8: Distribution of Overtime ............................................................... 10
  Section 6.10: Duty Trades ............................................................................... 12
  Section 6.11: No Pyramiding ......................................................................... 12

ARTICLE VII GRIEVANCE PROCEDURE ......................................................... 13
  Section 7.1: Definition ....................................................................................... 13
  Section 7.2: Procedure ...................................................................................... 13
  Section 7.3: Arbitration .................................................................................... 15
  Section 7.4: Limitations on Authority of Arbitrator ....................................... 16
  Section 7.5: Time Limit for Filing ................................................................... 16
  Section 7.6: Time Off ....................................................................................... 17

ARTICLE VIII NO STRIKE-NO LOCKOUT ....................................................... 17
  Section 8.1: No Strike ....................................................................................... 17
  Section 8.2: No Lockout .................................................................................. 18
  Section 8.3: Penalty ......................................................................................... 18
  Section 8.4: Judicial Restraint ......................................................................... 18

ARTICLE IX IMPASSE RESOLUTION ................................................................. 18
ARTICLE X SENIORITY, LAYOFF AND RECALL ......................................................... 19
   Section 10.1: Definition of Seniority .......................................................... 19
   Section 10.2: Probation Period .................................................................... 19
   Section 10.3: Seniority List ........................................................................ 19
   Section 10.4: Layoff and Recall .................................................................. 20
   Section 10.5: Termination of Seniority ....................................................... 20
SECTION XI HOLIDAYS AND PERSONAL DAYS ..................................................... 21
   Section 11.1: Holidays ................................................................................ 21
   Section 11.2: Personal Days ........................................................................ 21
   Section 11.3: Work During a Holiday ........................................................ 22
   Section 11.4: Scheduling of Personal or Holidays Off .................................. 22
ARTICLE XII VACATIONS .................................................................................. 23
   Section 12.1: Vacation Allowance .............................................................. 23
   Section 12.2: Vacation Taken ...................................................................... 23
   Section 12.3: Vacation Scheduling .............................................................. 23
   Section 12.4: Emergencies ......................................................................... 24
   Section 12.5: Holidays During Vacations ................................................... 24
   Section 12.6: Pay in Lieu of Vacation .......................................................... 24
   Section 12.7: Separation Pay ...................................................................... 25
   Section 12.8: Employee Death ................................................................... 25
   Section 12.9: Vacation Cancellation ............................................................ 25
ARTICLE XIII SICK LEAVE ............................................................................. 25
   Section 13.1: Purpose .................................................................................. 25
   Section 13.2: Sick Leave ............................................................................ 25
   Section 13.3 Sick Days Used ....................................................................... 26
   Section 13.4: Abuse of Sick Leave .............................................................. 26
ARTICLE XIV ADDITIONAL LEAVES OF ABSENCE ........................................... 26
   Section 14.1: Discretionary Leaves ............................................................. 26
   Section 14.2: Application for Leave ............................................................ 27
   Section 14.3: Jury Leave ............................................................................ 27
   Section 14.4: Funeral Leave ....................................................................... 27
   Section 14.5: Leave for Illness, Injury or Disability ..................................... 27
   Section 14.6: Benefits While on Leave ....................................................... 28
   Section 14.7: Non-Employment Elsewhere ................................................ 29
   Section 14.8: Labor Council Leave Time ................................................... 29
   Section 14.9: Family and Medical Leave .................................................. 29
ARTICLE XV EMPLOYEE WELLNESS AND FITNESS ......................................... 30
   Section 15.1: Physical Fitness Requirements ............................................. 30
   Section 15.2: Fitness Examinations ............................................................. 30
   Section 15.3: No Smoking ......................................................................... 30
ARTICLE XVI EMPLOYEE ALCOHOL AND DRUG TESTING .............................. 30
   Section 16.1: Statement of Policy .............................................................. 30
   Section 16.2: Prohibitions ......................................................................... 31
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.3</td>
<td>Drug and Alcohol Testing Permitted</td>
<td>31</td>
</tr>
<tr>
<td>16.4</td>
<td>Order to Submit to Testing</td>
<td>32</td>
</tr>
<tr>
<td>16.5</td>
<td>Test to be Conducted</td>
<td>32</td>
</tr>
<tr>
<td>16.6</td>
<td>Right to Contest</td>
<td>34</td>
</tr>
<tr>
<td>16.7</td>
<td>Voluntary Request for Assistance</td>
<td>35</td>
</tr>
<tr>
<td>17.1</td>
<td>Wage Schedule</td>
<td>36</td>
</tr>
<tr>
<td>17.2</td>
<td>Wage Increases</td>
<td>36</td>
</tr>
<tr>
<td>17.3</td>
<td>Paramedic Stipend</td>
<td>37</td>
</tr>
<tr>
<td>17.4</td>
<td>Mileage Allowance</td>
<td>37</td>
</tr>
<tr>
<td>17.5</td>
<td>Specialist Pay</td>
<td>38</td>
</tr>
<tr>
<td>17.6</td>
<td>Pre-Hire Agreement</td>
<td>38</td>
</tr>
<tr>
<td>18.1</td>
<td>Educational Reimbursement</td>
<td>39</td>
</tr>
<tr>
<td>18.2</td>
<td>Educational Time</td>
<td>39</td>
</tr>
<tr>
<td>19.1</td>
<td>Coverage</td>
<td>40</td>
</tr>
<tr>
<td>19.2</td>
<td>Repair/Replacement of Personal Property</td>
<td>41</td>
</tr>
<tr>
<td>20.1</td>
<td>Coverage</td>
<td>41</td>
</tr>
<tr>
<td>20.2</td>
<td>Cost</td>
<td>41</td>
</tr>
<tr>
<td>20.3</td>
<td>Cost Containment</td>
<td>43</td>
</tr>
<tr>
<td>20.4</td>
<td>Terms of Policies to Govern</td>
<td>43</td>
</tr>
<tr>
<td>20.5</td>
<td>Right to Maintain Coverage While on Unpaid Leave or on Layoff</td>
<td>44</td>
</tr>
<tr>
<td>20.6</td>
<td>Dental Insurance</td>
<td>44</td>
</tr>
<tr>
<td>20.7</td>
<td>Life Insurance</td>
<td>44</td>
</tr>
<tr>
<td>20.8</td>
<td>Killed in the Line of Duty</td>
<td>44</td>
</tr>
<tr>
<td>20.9</td>
<td>Section 125 Plan</td>
<td>44</td>
</tr>
<tr>
<td>21.1</td>
<td>Personnel Files</td>
<td>45</td>
</tr>
<tr>
<td>21.2</td>
<td>Military Leave</td>
<td>45</td>
</tr>
<tr>
<td>21.3</td>
<td>Access to Arbitration</td>
<td>45</td>
</tr>
<tr>
<td>22.1</td>
<td>Discipl ine</td>
<td>45</td>
</tr>
<tr>
<td>22.1</td>
<td>Outside Employment</td>
<td>46</td>
</tr>
<tr>
<td>24.1</td>
<td>Legal Defense and Indemnification</td>
<td>46</td>
</tr>
<tr>
<td>25.1</td>
<td>Residency Requirement</td>
<td>47</td>
</tr>
<tr>
<td>25.2</td>
<td>Definition of Residency</td>
<td>47</td>
</tr>
<tr>
<td>25.3</td>
<td>Enforcement of Residency Requirement</td>
<td>47</td>
</tr>
<tr>
<td>26.1</td>
<td>Savings Clause</td>
<td>49</td>
</tr>
<tr>
<td>27.1</td>
<td>Entire Agreement</td>
<td>49</td>
</tr>
<tr>
<td>28.1</td>
<td>Duration</td>
<td>50</td>
</tr>
<tr>
<td>29.1</td>
<td>Appendix A</td>
<td>51</td>
</tr>
</tbody>
</table>
PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF LANSING, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and the FRATERNAL ORDER OF POLICE LODGE NO. 218/ILLINOIS FOP LABOR COUNCIL (hereinafter referred to as the "Council"), is in recognition of the Council's status as the representative of the Village's full-time sworn peace officers and has as its basic purpose the promotion of harmonious relations between the Village and the Council; 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 promises and agreements contained in this Agreement, the Employer and the Council do mutually promise and agree as follows:

ARTICLE I
RECOGNITION

Section 1.1: Recognition
The Village recognizes the Council as the sole and exclusive collective bargaining representative for all full-time sworn peace officers below the rank of sergeant (hereinafter referred to as "officers" or "employees"), but excluding all peace officers of the rank of sergeant and above, all part-time officers, all confidential, supervisory and managerial employees of the Department and all other employees of the Village.

Section 1.2: Fair Representation
The Council recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Council.
Section 1.3: Gender

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.4: Council Use of Bulletin Board

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

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

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

Section 2.1: Dues Checkoff
While this Agreement is in effect, the Village will deduct and transmit to the FOP Labor Council from each employee's paycheck once each pay period the uniform, regular monthly Council dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff authorization; a Council 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 deducted as determined by the Council shall be a uniform sum of money for each employee in order to ease the Village's burden of administering this provision.

If the employee has no earnings due for that period, the Council shall be responsible for collection of dues. The Council agrees to refund to the employee any amounts paid to the Council in error on account of this dues deduction provision. The Council 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 Council 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
During the term of this Agreement, employees who are not members of the FOP Labor Council shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the FOP Labor Council for collective bargaining and contract administration services rendered by the FOP Labor Council as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the FOP Labor Council. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the FOP
Labor Council. The FOP Labor Council shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the FOP Labor Council and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The FOP and the FOP Labor Council agree 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. Accordingly, the FOP and the FOP Labor Council agree to do the following:

(a) Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

(b) Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.

(c) Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the FOP and the FOP Labor Council 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.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious, charitable organization mutually agreed upon by the employee and the FOP Labor Council. If the affected non-member and the FOP Labor Council are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.
Section 2.3: Indemnification

The Labor Council shall indemnify and hold harmless the Village, 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 or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions. If an improper deduction is made, the Council shall refund directly to the employee any such amount and shall so notify the Village at least five (5) days prior to the issuance of the next payroll check.

ARTICLE III
LABOR-MANAGEMENT AND SAFETY MEETINGS

Section 3.1: Meeting Request

The Council and the Employer agree in the interest of efficient management and harmonious employee relations that meetings be held if mutually agreed between Council representatives and the Chief of Police and/or the Mayor. 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, times and locations if mutually agreed upon, 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 meetings," 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: 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. Normally, two (2) persons from each side shall attend these meetings, schedules permitting. Attendance by bargaining unit members at such meetings shall not interfere with required duty time, and attendance may be during duty time if mutually agreed between the Police Chief or his designee and the Council representative.

ARTICLE IV

SAFETY

No employee shall be required to use any equipment that has been designated by both the Village and the Council 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 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 necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Mayor or the 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 conflict 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 (Sunday through Saturday) shall consist of not more than forty (40) hours per departmental calendar week.

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 eighty (80) hours in a fourteen (14) day work cycle, such pay to be calculated in fifteen (15) minute segments. "Hours worked" for purposes of this Article shall include paid holidays and vacation hours and paid personal and compensatory hours off, but shall not include sick leave hours off, hours off work because of disciplinary suspension, hours worked due to a voluntary trade initiated by the employees involved in the duty trade or premium pay for holidays (premium pay for work on a holiday or holiday paid on a scheduled day off). Overtime at time and one-half (1-1/2) an employee's regular straight-time hourly rate of pay shall also be paid for all full shifts worked beyond the employee's regularly scheduled shift where there are insufficient volunteers for the shift and the employee is subsequently ordered to work the shift to maintain appropriate staffing levels as determined solely by the Chief or his designee no matter how many hours are worked by the employee during the work cycle. Compensatory time off in lieu of overtime shall be permitted at the request of the employee. The employee will fill out a compensatory time due 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 bank reaches one hundred (100) hours, the employee will receive pay in lieu of compensatory time for all hours over one hundred (100). Officers shall not be permitted to shift compensatory time from one officer to another in order to avoid the one hundred (100) hour compensatory time cap. An officer's request for use of accumulated compensatory time shall not be unreasonably denied or withheld. Every
effort will be made to fulfill compensatory time off requests with the exception of moving another employee from one shift to another in order to accommodate the request. Compensatory time will not be granted if the request would cause the affected shift to drop below minimum staffing, when such request is made.

On a one time trial basis, employees shall have the option to cash out up to 20 hours of compensatory time between April 1 and April 30 of each year of this May 1, 2016 through April 30, 2019, contract term. Requests must be submitted in writing by April 1.

**Section 6.4: Court Time**

Employees who would otherwise be off duty shall be paid at their regular straight-time hourly rate of pay for all hours worked when:

(a) appearing in court on behalf of the Village in the capacity of a commissioned officer;
(b) preparing for a court appearance when in the presence of a prosecuting attorney; or
(c) appearing in court at the direction of the Village, or under subpoena as a direct result of a work-related action or incident. Off-duty lunch periods shall not be counted toward hours worked. Employees will be paid a minimum of 2 hours for all off-duty court time worked outside regularly scheduled hours in a single day or for actual time spent, whichever is greater when court is located within the Village of Lansing.

Employees will be paid a minimum of 3 hours for all off-duty court-time worked outside regularly scheduled hours in a single day or for actual time spent, whichever is greater when court attendance is required outside of the Village of Lansing.

Court time hours may be compensated at overtime rates of pay pursuant to the provisions of section 6.3 of this agreement.

**Section 6.5: Call-Back Pay**

An employee called back to work after having left work shall receive a minimum of three hours' pay at straight-time hourly rates of pay, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error. Call-
back hours may be compensated at overtime rates of pay pursuant to the provisions of Section 6.3, above.

**Section 6.6: Time Spent in Continuing Education**

Time spent by an employee in continuing education, 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. Employees will only be compensated for paramedic continuing education training that meets the minimum hourly requirements of the Ingalls Hospital EMS Department.

**Section 6.7: Required Overtime**

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 officers 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 before mandating overtime work.

**Section 6.8: Distribution of Overtime**

Notwithstanding the provisions of Section 6.7 above, the Village will attempt to distribute overtime opportunities to fill a shift as follows:

1. The Village will determine when and by whom overtime will be worked.

2. Absent emergency, when the Village determines that overtime for bargaining unit employees is available, the Village shall attempt to distribute overtime opportunities among qualified employees who normally perform the work when consistent with the Village's operating needs.

Supervisors will maintain a log of persons contacted for over time assignments. The log will include the name of the person contacted, the date/time such contact was made or attempted, and whether or not the person was notified and accepted or rejected the assignment. Upon request by an authorized union representative, such log shall be promptly made available to such representative.
3. When overtime is available for bargaining unit employees and the Village has less than four (4) hours' notice that the overtime opportunity, is available, the opportunity to, work such overtime shall be offered in the following order:

a. Qualified employees who are working a regularly scheduled patrol day, on a seniority basis, may volunteer for the overtime;

b. If no qualified employee(s) volunteers for the overtime, the least senior qualified employee(s) who (is) are working may be required to work the overtime.

4. When overtime is available for bargaining unit employees and the Village has between four (4) and eight (8) hours notice that the overtime opportunity is available, the opportunity to work such overtime shall be offered in the following order:

a. Qualified employees who are working at the time the overtime opportunity becomes known, on a seniority basis, may volunteer for the overtime;

b. Other qualified employees (who are not working and not on a paid or unpaid leave of absence) on a seniority basis, may volunteer for the overtime;

c. If no qualified employee(s) volunteer(s) for the overtime, the least senior qualified employee(s) who (is) are working may be required to work the overtime.

5. When overtime is available for bargaining unit employees and the Village has more than eight (8) but less than forty-eight (48) hours notice that the overtime opportunity is available, the opportunity to work such overtime shall be offered to qualified employees who are not on a paid or unpaid leave of absence on a seniority basis. If no qualified employee(s) volunteer(s), the least senior qualified bargaining unit employee(s) whom the Village can contact may be required to work the overtime.

6. When overtime is available for bargaining unit employees and the Village has at least forty-eight (48) hours notice that the overtime opportunity is available, the opportunity to work such overtime shall be posted in an area available to all employees. Employees may sign up on a first-come first-served basis. If one (1) - six (6) shifts are posted, sign-up shall be limited
to one (1) overtime opportunity per officer. If more than six (6) shifts are posted, sign up shall be limited to two (2) overtime opportunities per officer. After such notices are posted for more than forty-eight (48) hours the above limitations shall not be applicable. If an insufficient number of employees volunteer to work the overtime, the Chief (or his designee) may either repost the overtime opportunity for additional volunteers or require the least senior qualified bargaining unit employees who are not on a paid or unpaid leave of absence to work the overtime.

7. Overtime opportunities shall be distributed within the division and specialty.

8. The foregoing shall: (a) be inapplicable to overtime where the Chief or his designee determines that operational need requires a particular officer or officers; and (b) not preclude the Chief from requiring particular officers to work particular overtime assignments.

Section 6.10: Duty Trades

Employees may request permission to exchange work shifts with other employees. Such request must be made at least twenty-four (24) hours in advance of the trade. Such request will be granted unless either of the following circumstances are involved: (1) the trade will likely occasion overtime payments to one of the employees involved in the trade; or (2) where the Department has other special reasons for denying the trade which are neither arbitrary nor unreasonable. Partial shift changes will be allowed. Officers can do partial shift changes with other officers. A partial shift change must be for a minimum of one (1) hour. An officer requesting a partial shift change cannot leave work until relieved by the covering officer.

Section 6.11: 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 Council against the Village involving an alleged violation or misapplication of an express provision of this Agreement. If the employee selects the grievance and arbitration procedure to resolve his suspension or discharge, the grievance will not be processed through the regular steps in Section 7.2 below, but it shall be deemed filed at the final (arbitration) step in Section 7.3

Section 7.2: Procedure
A grievance filed against the Village shall be processed in the following manner:

STEP 1: Any employee who has a grievance shall submit the grievance in writing using the attached form (Appendix A), to the employee's immediate supervisor (in most cases, the sergeant in charge) specifically indicating that the matter is "a grievance" under this Agreement. The grievance shall contain a brief statement of the facts. All grievances must be presented no later than five (5) business days from the date of the occurrence of the matter giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievance within five (5) business days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee, or the Council if a Council grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Operations
Deputy Chief within five (5) business days after receipt of the Village's answer in Step 1, or within five (5) business days of the time when such 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 Operations Deputy Chief shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) days with the grievant and an authorized Council representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Operations Deputy Chief shall provide a written answer to the grievant, or to the Council if a Council grievance, within five (5) business days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the employee, or the Council if a Council grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the Police Chief within five (5) business days after receipt of the Village's answer in Step 2, or within five (5) business days of the time when such 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 Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) business days with the grievant and an authorized Council representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or his designee shall provide a written answer to the grievant, or to the Council if a Council grievance, within five (5) business days following their meeting.
STEP 4: If the grievance is not settled at Step 3 and the Council desires to appeal, it shall be referred by the Council in writing to the Mayor within five (5) business days after receipt of the Village's answer in Step 3. Thereafter, the Mayor or his designee and the Police Chief or other appropriate individuals as desired by the Mayor shall meet with the grievant, the Council representative involved and an outside, non-employee representative of the Council if desired by the employee within five (5) business days of receipt of the Council's appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Council within five (5) business days following the meeting.

Section 7.3. Arbitration

If the grievance is not settled in Step 4 and the Council wishes to appeal the grievance from Step 4 of the grievance procedure, the Council 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 Council at Step 4:

(a) The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the Village and the Council 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.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and Village representatives.

(c) The Village and the Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Council retain the right to employ legal counsel.
(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. This decision shall be final and binding on the Village, the grievant, the employees covered by this Agreement and the Council.

(e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

(f) 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 Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4: Limitations on Authority of Arbitrator

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. With the exception of disciplinary grievances, the arbitrator shall be empowered to advise concerning only the issue raised by the grievance as submitted in writing at Step 2. 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 Council, the Grievant and the employees covered by this Agreement.

Section 7.5: Time Limit for Filing

With the exception of disciplinary grievances, no grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) business days after the occurrence of the event giving rise to the grievance or within five (5) business days after the employee, 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. With the exception of disciplinary grievances, if a grievance is not, presented by the employee or the Council within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Council. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Council 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.

**Section 7.6: Time Off**

The grievant and one Council representative, or a Council representative if a Council grievance, shall be given paid time off to participate in the Step 4 meeting if the meeting is conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

**ARTICLE VIII**

**NO STRIKE-NO LOCKOUT**

**Section 8.1: No Strike**

Neither the Council nor any officers, 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 officer or
steward of the Council 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 Council 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 Council.

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 Council from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE IX
IMPASSE RESOLUTION

Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Alternative Impasse Resolution Procedure attached as Appendix B and incorporated herein by reference.
ARTICLE X
SENIORITY, LAYOFF AND RECALL

Section 10.1: Definition of Seniority
Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Fire and Police Commission hiring list, with the officer higher on the list being the more senior. The Village shall provide the Council with the seniority list existing at the time this Agreement is executed. Thereafter, seniority shall not accrue during any unpaid leave of absence in excess of five (5) consecutive days and in such event the employee's seniority date shall be adjusted according.

Section 10.2: 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, an officer is subject to discipline, including discharge, without cause.

Section 10.3: Seniority List
On or before January 15 of each year, the Village will provide the Council 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 within fourteen (14) calendar days after the Council's receipt of the list.
Section 10.4: Layoff and Recall

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off and recalled in accordance with Illinois Statutes (65 ILCS 5/10-2.1-18).

Except in an emergency, no layoff will occur without at least fourteen (14) calendar days' notification to the Council. The Village agrees to consult the Council, upon request, and afford the Council an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff. Employees on layoff do not accrue seniority during the period of the layoff.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving 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 his name shall be removed from the recall list.

Section 10.5: Termination of Seniority

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

(a) quits;
(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 the written 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 two (2) 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 a layoff where the employee has recall rights; or

(h) is absent for two (2) consecutive working days without notifying the Village.

Employees who establish to the Village’s satisfaction that their absence under subsections 6(e) and (f) or their failure to notify under subsection 6(h) was clearly due to circumstances beyond their control shall not be terminated under this Section.

SECTION XI
HOLIDAYS AND PERSONAL DAYS

Section 11.1: Holidays
The following are paid holidays for eligible employees:

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

To receive holiday pay an employee must work his regularly scheduled day on the holiday, as well as his regularly scheduled day before and after the holiday, except if absent due to illness 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 11.2: Personal Days
Eligible employees shall annually receive, in addition to their paid holidays, five personal days off to be credited to the employee January 1 of each calendar year. 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 11.3: Work During a Holiday**

Employees who work on a holiday shall receive their regular hourly rate of pay for all hours worked during the holiday and, in addition, shall receive an additional eight (8) hours' pay for the holiday. If a holiday occurs on the employee's regularly scheduled day off, the employee will receive eight (8) hours pay in lieu of the holiday. In addition to the holiday compensation outlined above, officers who work on any of the following holidays will receive four (4) hours pay at the straight time rate of pay for each eight (8) hour shift worked that day; if scheduled to work a 12 hour shift, officers will receive six (6) hours pay at the straight time rate of pay for each shift worked that day: Fourth of July, Thanksgiving, Christmas Day, New Years Day and Employee's Birthday.

**Section 11.4: Scheduling of Personal or Holidays Off**

The approval of the Police Chief or his designee must be obtained before an employee takes a personal day off or reschedules a holiday off. Effective the beginning of the next monthly schedule following the execution of the 2102-2016 agreement, the Village agrees to provide one “Priority Personal Shift”, within the current 40 hour allotment, except on a holiday and only one per shift. Employees are required to give 30 days notice, unless the Village agrees, on a case-by-case basis, to waive this requirement. In the event of a serious emergency, a Priority Personnel Shift may be cancelled (as with all scheduled time off).
ARTICLE
XII VACATIONS

Section 12.1: Vacation Allowance
Vacation allowances are based on completed years of continuous service as follows:

<table>
<thead>
<tr>
<th>Years of Completed Continuous Service</th>
<th>Amount of Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 1 Year</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 12.2: 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.

Section 12.3: Vacation Scheduling
During the period November 1 through November 15, annually, each officer will submit in writing to his immediate supervisor his request for vacation days for the following calendar year. Said request shall include dates for all vacation time for which the employee will be eligible during that calendar year and additionally will include alternate dates in priority order.

Prior to December 1, the Chief of Police or his designee will determine and post the vacation schedule to be granted to each officer for the coming year as determined by the following:
(a) Up to two weeks, or longer upon special permission of the Chief or his
designee, will be scheduled per officer based on seniority ranking.

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

(c) A maximum number of officers to be scheduled for vacation at one time
will be at the discretion of the Village considering seasonal operations,
desired level of staffing, and other level of service related matters.

(d) Absent an emergency, at least one officer shall be allowed vacation time
on any one shift at any time of the year.

An officer may file a request with the Chief 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
Chief.

Section 12.4: 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 day(s) provided the employee has the
requisite number of approved vacation day(s) available.

Section 12.5: Holidays During Vacations
Holidays observed during a vacation leave period will not be charged against
vacation leave.

Section 12.6: Pay in Lieu of Vacation
Employees will not be permitted the choice of working for extra pay instead of
taking their vacations.
Section 12.7: Separation Pay
On separation in good standing, 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 12.8: 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.

Section 12.9: Vacation Cancellation
The Mayor or the Police Chief, or their designee(s), may, for cause (not just a mere inconvenience) cancel any or all approved vacation leaves in advance of their being taken and/or recall any police patrol officer from vacation in progress.

ARTICLE XIII
SICK LEAVE

Section 13.1: Purpose
Sick leave shall be used for the purpose for which it was intended, that being to provide an officer protection against a full day’s loss of pay due to illness of the officer. Sick leave may not be converted into any other form of compensation. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor or acting pursuant to reasonable instructions for care.

Section 13.2: Sick Leave
Employees who are unable to work due to their personal illness shall be compensated for their sick leave absence up to one year. Requests for paid sick leave
shall not unreasonably be denied by the Chief. Sick leave for illness involving a member of the officer's immediate family residing in the officer's immediate household may be granted on a case-by-case basis as solely determined appropriate by the Chief or his designee.

**Section 13.3 Sick Days Used**

If an employee is unable to work due to illness, the employee must inform his supervisor at least one (1) hour prior to the start of his scheduled workday. An employee's failure to inform his supervisor each day of absence, or at agreed intervals in the event of an extended illness, shall result in a loss of that day's sick pay and may result in disciplinary action as well.

**Section 13.4: Abuse of Sick Leave**

Abuse of sick leave is a serious matter. The Village retains the right to take corrective steps to deal with abuse of sick leave. Such corrective steps may include, but are not limited to, medical consultations and informal or formal disciplinary action where abuse is shown. The Council agrees to use its best efforts as may be requested by the Village to assist the Village in ferreting out sick leave abuse wherever it may occur.

Sick leave may not be used for absence due to a work-related injury for which compensation is provided under the Illinois Workers' Compensation Act.

**ARTICLE XIV**

**ADDITIONAL LEAVES OF ABSENCE**

**Section 14.1: 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 14.2: 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 14.3: 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 14.4: Funeral Leave

In the event of death in the immediate family (designated as the employee's legal spouse, grandparents, children, grandchildren, parents, parents of spouse, brothers or sisters of employee, brothers or sisters of spouse, grandparents 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. Unpaid leave beyond such three (3) days may be taken, upon approval of the Police Chief or his designee.

Section 14.5: 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 14.6: 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 his 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 his seniority except for his leave, he 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 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 14.7: 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 14.8: Labor Council Leave Time
The Employer agrees to make available a bank of donated hours from the employee's overtime hours (these shall be hours of compensatory time calculated at 1-1/2 times actual hours of overtime worked) per each year of this Agreement, for use by employees who are elected, delegated or appointed to participate in duly authorized business of the Labor Council or the Fraternal Order of Police which requires absence from the job. Such leave may be extended by mutual agreement. The Labor Council will give written notification to the Employer of the employees so designated and any changes that may from time to time occur. Additional employees may from time to time be delegated to utilize Labor Council leave time to participate in bargaining unit business which requires their absence from work. In any such case the Employer shall be notified and shall not unreasonably deny such paid time off provided that it will not seriously affect the performance of the Police Department.

Section 14.9: 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 XV
EMPLOYEE WELLNESS AND FITNESS

Section 15.1: Physical Fitness Requirements
In order to maintain and improve efficiency in the Police Department, to protect the public and to reduce insurance costs and risks, the Village may establish a reasonable physical fitness program, which shall include individualized goals. While employees may be required to participate in any such program, no employee will be disciplined for failure to meet any goals that may be established as long as the employee makes a good faith effort to meet any such goals. Before any such program is implemented, the Village shall review and discuss the program at a meeting of the Labor Management Committee.

Section 15.2: Fitness Examinations
If there is a reasonable question concerning an employee's fitness for duty, or fitness to return to duty, the Village may require that the employee have an examination by a qualified and licensed physician.

Section 15.3: No Smoking
Employees hired after the effective date of this Agreement may be required to sign a pledge not to smoke or chew tobacco on or off duty as a condition of employment with the Village. Employees hired prior to the effective date of this Agreement shall, for the life of this Agreement, confine any smoking to areas designated by the Village.

ARTICLE XVI
EMPLOYEE ALCOHOL AND DRUG TESTING

Section 16.1: 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 officers of the Police Department.

Section 16.2: Prohibitions

Officers 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 officer'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 16.3: Drug and Alcohol Testing Permitted

Where the Village has reasonable suspicion to believe that:

(a) an officer 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 officer to submit to alcohol or drug testing as set forth in this Agreement. The Village may also require an officer to randomly submit to alcohol or drug testing where the employee is voluntarily assigned to a departmental drug enforcement group for a period of at least thirty (30) days and where such officer's duties are primarily related to drug enforcement. Random testing of
officers 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 officers prior to their date of hire, or upon promotion to another position within the Department.

Furthermore, bargaining unit employees may be ordered to submit to a drug and alcohol test or screen when the Chief or the Chief’s designee, in his or her discretion, believes any of the following circumstances arise:

- An employee is involved in a motor vehicle accident while on duty when there is personal injury; or

- An employee discharges a firearm on duty, unless while euthanizing an animal or while at a shooting range.

In addition, employees returning from a leave of absence of ninety (90) consecutive days or more may be required to submit to a drug and/or alcohol test prior to returning to work.

Section 16.4: Order to Submit to Testing

Within forty-eight (48) hours of the time the officer is ordered to testing authorized by this Agreement, the Village shall provide the officer 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 officer’s taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Section 16.5: 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 an officer to allow for 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 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 officer 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 officer tested with an opportunity to have the additional sample tested by a conical 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 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 officer's interests.

(h) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .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 between .01 and .02 demonstrate that the officer was under the influence, but the Village shall bear the burden of proof in such cases.)

(i) Provide each officer 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 officer is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 16.6: Right to Contest

If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Council and/or the officer, with or without the Council, 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 2 of the grievance procedure. Further, if disciplinary action is taken against an officer based in part upon the results of a test, then the Council and/or the officer, with or without the Council, shall have the right to file a grievance concerning any portion of the test if the discipline is not so extreme as to invoke, the jurisdiction of the Village Fire and Police Commission. If the discipline is sufficiently extreme as to invoke the jurisdiction of the Village Fire and Police Commission, then the Council and/or the officer, with or without the Council, shall have the right to contest any testing permitted by this Agreement.
before the Fire and Police Commission. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the officer.

Section 16.7: Voluntary Request for Assistance

The Village shall take no adverse employment action against any officer who, the first time, 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 "after care" group for a period of up to twelve (12) months;
(b) the officer agrees to submit to random testing during hours of work during the period of "after-care".

Officers 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 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 (i.e., vacation and compensatory time, if applicable) or take an unpaid leave of absence pending treatment.
ARTICLE XVII
WAGES

Section 17.1: Wage Schedule
Employees shall be compensated at a minimum in accordance with the wage schedule attached to this Agreement as Appendix C and as described in Section 17.2, below.

Section 17.2. Wage Increases
The wages of employees covered by this Agreement shall be changed as follows:

Effective May 1, 2016 = 2.0 % increase on base wage.
Effective May 1, 2017 = 2.0 % increase on base wage.
Effective May 1, 2018 = 2.0 % increase on base wage.

Wage increases are retroactive on all compensated hours for those employed on the date the contract is ratified by both parties (or the date an interest arbitration award issues, if a voluntary settlement is not reached), or who have retired in good standing (in accordance with Illinois law) or been awarded a pension disability (in accordance with Illinois law) during the period of retroactive pay.

To qualify for a wage increase, an officer's work performances must meet minimum departmental standards. The Chief may reduce or deny an increase to an officer who does not meet such standards on a continuing basis. The Chief's decision shall be based upon objective considerations and subject to review under the grievance procedure if the decision is claimed to be arbitrary or capricious.
Section 17.3: Paramedic Stipend

Employees who successfully perform as patrol officer/paramedics shall, in addition to their base salary, receive a monthly paramedic stipend for each completed month as follows:

<table>
<thead>
<tr>
<th>Years of Continuous Service as a Paramedic</th>
<th>Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employment through 5 years</td>
<td>$200</td>
</tr>
<tr>
<td>6 through 10 years</td>
<td>$300</td>
</tr>
<tr>
<td>11 through 15 years</td>
<td>$400</td>
</tr>
<tr>
<td>15 years and beyond</td>
<td>$500</td>
</tr>
</tbody>
</table>

If the Village no longer regularly assigns a police officer(s) to respond to paramedic calls, then such officer(s) shall continue to receive the paramedic stipend in such dollar amounts as received by such employee on February 1, 2007, so long as such employee maintains his paramedic certification in good standing and provides paramedic services as may be assigned from time to time by the Village. The Village will continue its past practice of providing continuing education opportunities so that a police officer with paramedic certification on February 1, 2007, may continue such certification in good standing if he or she desires to do so. (Any employee hired after 2004 is not eligible for the paramedic stipend.)

Section 17.4: Mileage Allowance

Effective on the date of mutual signing of this Agreement the Village shall pay to the employees covered by this Agreement the current Internal Revenue Service reimbursement rate per mile for the authorized use of the employee's personal automobile in the performance of required departmental duties except for calls made in Paramedic Pager Service. The Village will pay to employees covered by this Agreement two dollars ($2.00) for each instance in which an employee uses his own automobile to respond to an emergency, off-duty paramedic call. Further, the Village's policy of
reimbursement to employees for use of their personal automobiles to attend court or training programs shall continue so long as such practice is not abused as reasonably determined by the Chief.

Effective on the date of mutual signing of this Agreement, the Village shall reimburse employees up to the following amounts, upon presentation of appropriate receipts, and such reimbursement will exclude any alcoholic beverages or gratuities:

- Breakfast: $10.00
- Lunch: $12.00
- Dinner: $26.00
- Incidental: $3.00

Section 17.5: Specialist Pay

Bargaining unit members who work the assignment of Canine Officer shall receive an additional ten (10) hours of pay, at a rate of 1-1/2 times their straight-time rate of pay, per pay period, for the care and cleaning of the dog. In addition, employees shall receive a minimum of eight (8) hours of compensatory time every two (2) weeks, to be assigned by the Police Chief or his designee, to train with the dog. The Police Department will supply each Canine Officer with a patrol vehicle equipped for use with the canine, and supply a kennel for the dog at the officer’s residence.

Bargaining unit members who work the assignment of Field Training Officer (FTO) will receive (1) hour of compensatory time for each shift worked that they actually perform such training duties.

Section 17.6: Pre-Hire Agreement

The Village retains the right to enter into a pre-hire agreement with new employees which would require the employee to reimburse the Village for the unreimbursed costs of the employee's basic training should an employee terminate employment within the first twenty-four (24) months of his date of hire.
ARTICLE XVIII
EDUCATIONAL PROGRAM

Section 18.1: Educational Reimbursement

Employees covered by the terms of this Agreement who enroll in an accredited course of continued education, which would directly benefit the Employer, shall have the tuition reimbursed in the following manner, when such action is taken outside their regular scheduled work period and when such fees are not compensated by another agency. Continuing education covered under this article is not covered under any provisions of Article VI of this Agreement.

Effective May 1, 2005, the Village will reimburse employees in the same manner as outlined above, not to exceed $16,000 for all employees covered by this Agreement during the fiscal year. Effective May 1, 2006, the Village will reimburse employees in the same manner as outlined above, not to exceed $17,000 for all employees covered by this Agreement during the fiscal year. Effective May 1, 2007, the Village will reimburse employees in the same manner as outlined above, not to exceed $18,000 for all employees covered by this Agreement during the fiscal year. Effective May 1, 2008, the Village will reimburse employees in the same manner as outlined above, not to exceed $19,000 for all employees covered by this Agreement during the fiscal year. Individual "caps" are proportionate to the number of participants in the program. The Village may elect to only reimburse up to half for the first half of the fiscal year for all employees covered by this Agreement, in order to keep funds available for any employees attending classes in the second half of the fiscal year. In the second half of the fiscal year the remaining amount will be reimbursed proportionately to any employees attending classes, in the same manner as outlined above.

In the event that there is money left over from the allocated amounts listed above, after the second half of the fiscal year, the Village shall reimburse the left over money proportionately to all those who qualified for reimbursement and were not
reimbursed fully for their classes. Reimbursement limits are also dependent on the grade received per class according to the following chart:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>100%</td>
</tr>
<tr>
<td>B</td>
<td>100%</td>
</tr>
<tr>
<td>C</td>
<td>75%</td>
</tr>
<tr>
<td>D</td>
<td>No Reimbursement</td>
</tr>
<tr>
<td>E</td>
<td>No Reimbursement</td>
</tr>
</tbody>
</table>

**Section 18.2: Educational Time**

Employees who are covered by the term of this Agreement and who are attending courses of continued education shall be afforded the opportunity to trade shifts, or make other arrangements so that they may attend their educational courses.

The Employer will not unreasonably deny such requests and will make every effort to accommodate the employee with such requests, provided that the Employer will not experience any overtime costs associated with efforts to assist the employee with the provisions of this Section.

**ARTICLE XIX**

**UNIFORM ALLOWANCE**

**Section 19.1: Coverage**

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. Each September 1, uniformed employees will receive a clothing allowance check of $725.00 per year (new hires shall also receive the clothing allowance check upon beginning employment). Plain clothes employees will also receive a check for $725.00 per year.
Section 19.2: Repair/Replacement of Personal Property

The Village shall bear the reasonable cost of repair or replacement of prescription eyeglasses, contact lenses, sunglasses, wrist watches, shoes/boots, cellular phones, uniform shirt or pants, belonging to an officer, to the extent of damage to same resulting from action occurring in the line of duty. Any incident resulting in such damage shall be documented and immediately reported to the immediate supervisor of the officer. Each incident will be reviewed and approved by the Chief of Police or designee. Replacement value of any single item shall not exceed $150.00. In the event that any restitution is made, the Village shall be subrogated for the amount paid to the employee under this section.

ARTICLE XX
INSURANCE

Section 20.1: 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 all 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 Personnel.

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 all other 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 sixty (60) 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 all other 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 will be de novo and not a lesser standard, such as whether the Village exercised its managerial prerogative in an arbitrary or capricious manner.

At the expiration of this Agreement, this new language in Section 20.1 shall not be considered the "status quo" for purposes of future collective bargaining and nor shall the previous language of Section 20.1 from the parties’ 2001-2005 contract.

The Village and the Union recognize that the cost of health insurance is a mutual concern. If the Village reasonably believes that the health plans offered to bargaining
unit employees will implicate penalties under federal legislation, then the parties shall meet to discuss options to avoid such penalties.

Section 20.2: Cost

Effective the first pay period following the execution of the agreement, employees shall pay the percentage of the monthly premium cost for village-provided single or family health insurance coverage (dental and major medical insurance coverage or health maintenance organization (HMO) coverage) as follows:

<table>
<thead>
<tr>
<th>COST FOR YEAR</th>
<th>COST FOR SINGLE COVERAGE</th>
<th>FAMILY COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1,2016</td>
<td>9%</td>
<td>18%</td>
</tr>
<tr>
<td>May 1,2017</td>
<td>9%</td>
<td>18%</td>
</tr>
<tr>
<td>May 1,2018</td>
<td>9%</td>
<td>18%</td>
</tr>
</tbody>
</table>

Section 20.3: 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 20.4: 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 forth in this Agreement.
Section 20.5: 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 20.6: Dental Insurance
Except as otherwise mutually agreed, the Village shall continue its current coverage-and practice concerning dental insurance.

Section 20.7: Life Insurance
The Village shall provide, at no cost to the employee, life insurance coverage of twenty thousand dollars ($20,000).

Section 20.8: Killed in the Line of Duty
The Village will award to the estate of any officer killed in the line of duty the sum of fifteen thousand dollars ($15,000).

Section 20.9: 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 be available to bargaining unit employees under the same terms and conditions and on the same date as applicable to other Village employees.
ARTICLE XXI
EMPLOYEE AND OTHER STATUTORY RIGHTS

Section 21.1: Personnel Files
The Village also agrees to abide by the requirements of the "Access to Personnel Records Act".

Section 21.2: Military Leave
Military leave shall be granted in accordance with applicable law.

Section 21.3: 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 Council and the Village.

ARTICLE XXII
DISCIPLINE

Employees shall be disciplined only for just cause, which shall include failure to fully comply with the Residency Requirement set forth in Article XXV. Any suspension or discharge may be appealed by the affected employee either to the Board of Fire and Police Commissioners or through the grievance and arbitration procedure, but not both. Prior to the commencement of any hearing on the merits of the appeal before either the Board or an arbitrator, an irrevocable election of forum must be made in writing and provided to the Employer, such election to include a waiver of the right to appeal the discipline to the Board or a arbitrator as may be appropriate.
ARTICLE XXIII
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 the Chief of Police of such employment, unless such outside employment has already been pre-approved and listed on the approved outside employment list. The Village may deny or withdraw approval of outside employment upon just cause. Further, an employee may not engage in any other business, position or occupation outside of the Village limits which requires the possession of a firearm without first obtaining a written agreement from such business, position or occupation to indemnify the Village of Lansing for any liability (including workers’ compensation or tort liability) which may exist because of the use of such firearm.

ARTICLE XXIV
LEGAL DEFENSE AND INDEMNIFICATION

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

Section 25.1 Residency Requirement
Employees shall be required to reside within the Village of Lansing. After an employee completes ten (10) full years of service, that employee can establish residency outside of the Village of Lansing, anywhere within the State of Illinois. But see the attached MOU at Appendix E.

Section 25.2: Definition of Residency
As used in this Agreement, the term “residency” shall mean more than a mere technical place of domicile; "residency" shall mean that place where a person maintains fixed, permanent, and principal home to which he, wherever temporarily located, always intends to permanently return.

Section 25.3: Enforcement of Residency Requirement

Establishing Compliance with Residency Requirement
To enforce the Residency Requirement, the Village shall at least annually require all Employees to provide four documents which establish compliance with the Residency Requirement. Any four of the following documents shall be considered:

- Voter registration, if any;
- Motor vehicle registration, if any;
- Certified deed or lease rental agreement for real property;
- Cancelled checks or receipts for mortgage or rental payments; and
- Utility bills and payment receipts.

The Village shall maintain copies of all documents submitted by each Employee to establish compliance with the Residency Requirement for at least five years. The Employee will provide the Village with copies of all documents within five business days of any request for such documents by the Village.
Enforcement of Noncompliance with Residency Requirement

If the Chief is aware or believes that an Employee is not in full compliance with the Residency Requirement, the Chief shall:

(i) Immediately inform the Mayor in writing that an Employee is not in compliance with the Residency Requirement. This document should state the Employee's name and state the preliminary reasons why the Employee may not be in compliance with the requirement. The information provided to the Mayor is preliminary in nature and should not be considered the result of a formal inquiry or investigation into violations of the residency requirement.

(ii) Immediately issue the Employee a written Notice requiring the Employee to prove his compliance with the Residency Requirement, and if the Employee cannot prove compliance with the Residency Requirement, the Notice shall require the Employee to show cause why his employment should not be terminated for just cause because of his failure to comply with the Residency Requirement. The Notice shall require a written acknowledgement as receipt that the Employee has indeed received the Notice. The Notice shall require the Employee to respond in writing and to attach any and all proof of compliance with the Residency Requirement within five business days. A copy of the written Notice to the Employee, a copy of the written acknowledgement as receipt, and a copy of any response from the Employee shall be immediately sent to the Mayor.

(iii) The Mayor shall have full authority to recommend what course of investigation is needed to substantiate the information or allegations regarding a residency requirement violation, which may include having an outside investigation/inquiry conducted into the information or allegations. The Mayor shall also have full authority to recommend what discipline shall be administered to Employees who fail to comply with the Residency Requirement. The Council agrees that it shall assist the Village, when requested, in compliance with the Residency Requirement.
ARTICLE XXVI
SAVINGS CLAUSE

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

ARTICLE XXVII
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 impact of 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. 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 XXVIII
DURATION

This Agreement shall become effective, upon execution and shall remain in force and effect until midnight, April 30, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least seventy (70) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

Executed this _____ day of September 2017.

EMPLOYER:
Village of Lansing, an Illinois corporation

[Signature]

COUNCIL:
Illinois Fraternal Order of Police Labor Council

[Signature]

[Signature]
APPENDIX A
GRIEVANCE
(use additional sheets where necessary)

Lodge/Unit No.: Year: Grievance No.: 

Date Filed: Department: 

Grievant's Name: Last First M.I. 

STEP ONE
Date of Incident or Date Knew of Facts Giving Rise to Grievance: 
Article(s)/Section(s) violated: , and all applicable Articles 
Briefly state the facts: 

Remedy Sought: , in part and in whole, make grievant(s) whole. 

Given To: Date: 

Grievant's Signature FOP Representative Signature 

EMPLOYER'S RESPONSE 

Employer Representative Signature Position 

Person to Whom Response Given Date 

STEP TWO
Reasons for Advancing Grievance: 

Given To: Date: 

Grievant's Signature FOP Representative Signature 

EMPLOYER'S RESPONSE 

Employer Representative Signature Position 

Person to Whom Response Given: Date
STEP THREE
Reasons for Advancing Grievance:

Given To: ____________________________________ Date: __________________________

Grievant's Signature ____________________________________ FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature __________________________ Position ___________________

Person to Whom Response Given __________________________ Date ______________________

STEP FOUR
Reasons for Advancing Grievance:

Given To: ____________________________________ Date: __________________________

Grievant's Signature ____________________________________ FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature __________________________ Position ___________________

Person to Whom Response Given __________________________ Date ______________________

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given __________________________ Date ______________________

FOP Labor Council Representative __________________________

[Stamp]
Appendix B

Memorandum of Agreement

between

Village of Lansing Police Department

and

Illinois Fraternal Order of Police Labor Council / Lansing Lodge 218

1. Application - This Memorandum of Agreement applies to just those officers assigned to the patrol unit. Officers assigned to any other unit outside of Patrol will be governed by the current language in the Collective Bargaining Agreement.

2. Work Hours - Absent emergency or any other unforeseen circumstances, officers will either work an 80 hour work cycle with the workday being 8 hours or officers assigned to the patrol division working the patrol schedule will work on a 2 on 2 off, 3 on 2 off, 2 on 3 off work cycle with the workday being 12 hours. One of the work days, during the work cycle, for those officers assigned to the patrol division will be a designated "Kelly day", being an 8 hour work day, creating an 80 hour work cycle every 14 days. Therefore normal work cycle and work day will be as follows:

   Absent emergency or any other unforeseen circumstances, officers will either work an 80 hour work cycle with the workday being 8 hours or officers assigned to the patrol division working the patrol schedule will work a 2 on 2 off, 3 on 2 off, 2 on 3 off work cycle with the workday being 12 hours. One day during the work cycle shall include a "Kelly day".

a. Kelly Day shall be defined as a day in which time off is given to an employee to reduce the hours worked within a pay period.
b. In order to maintain an 80 hour work cycle within the patrol schedule, one day during the work cycle will be considered a "Kelly day"; in which the officer will work an 8 hour shift instead of the normal 12 hour shift.

c. Kelly days must be taken within the work cycle and may not be carried over or exchanged for monetary payment.

d. Kelly days will be bid on by employees based upon seniority for each calendar year, with the exception of officers assigned to the K-9 unit. K-9 officers will have their Kelly days assigned by administration, which will coincide with their designated training days.

3. Overtime Rate- 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 the hours that the employee is regularly scheduled in a 14 day work cycle.

4. Distribution of Overtime- Distribution of overtime for the 12 hour employees shall be amended to correlate with staffing levels afforded by the 12 hour rotation.

   a. The Village will determine when and by whom overtime will be worked

   b. Absent emergency, when the Village determines that overtime for bargaining unit employees is available, the Village shall attempt to distribute overtime opportunities among qualified employees who normally perform the work when consistent with the Village's operating needs.

   c. When overtime is available for bargaining unit employees and the Village has less than 48 hours' notice that the overtime opportunity is available, the opportunity to work such overtime shall be offered in the following order:
1. Qualified employees who are eligible to work the entire overtime opportunity, on a seniority basis, may volunteer for the overtime;

2. If no qualified employee(s) volunteer for the entire overtime opportunity, qualified employees who are eligible to work a portion of the overtime, on a seniority basis, may volunteer for the overtime.

3. If no qualified employee(s) volunteer for the overtime, the least senior qualified employee(s) who is working at the time directly preceding the overtime opportunity may be required to work the overtime, or a portion thereof, should an employee volunteer for a portion of the overtime. Kelly days and partial shift compensatory time taken will be revoked should it become necessary to fill the overtime opportunity.

4. If no qualified employee(s) volunteer for the overtime, and no employee working at the time directly preceding the overtime opportunity are eligible to fill the entire overtime opportunity, or any combination thereof, staffing may fall below minimums. It shall be the responsibility of the supervisor seeking to fill the overtime opportunity to make all reasonable efforts to ensure that any time spent below minimum staffing requirements is kept to a minimum.

5. Posting of Pre-Scheduled Overtime- When overtime is available for bargaining unit employees and the Village has at least 48 hours’ notice that the overtime opportunity is available, the opportunity to work such overtime shall be posted in an area available to all employees. Employees may sign up on a first-come first-serve basis to all employees. If 1-6 shifts are posted, sign up shall be limited to 1 overtime opportunity per officer. If more than 6 shifts are posted, sign up shall be limited to 2 overtime opportunities per officer. After such notices are posted for more than 48 hours the above limitations shall not be applicable. If an insufficient number of employees volunteer to work the overtime, the Chief or his
designee may either repost the overtime opportunity for additional volunteers or require the least senior qualified bargaining unit employees who are not on a paid or unpaid leave of absence to work the overtime.

6. Assignment of Overtime- Overtime opportunities shall be distributed within the division and specialty.

   a. The foregoing shall: (a) be inapplicable to overtime where the Chief or his designee determines that operational need requires a particular officer or officers; and (b) not preclude the Chief from requiring particular officers to work particular assignments.

7. Personal Days- Personal days will now be referred to by hours rather than by days.

Eligible employees shall annually receive, in addition to their paid holidays, 40 hours of personal time off to be credited to the employee January 1 of each calendar year. Employees who begin employment shall receive a pro-rata number of personal time (rounded to the nearest full hour increment) during the first calendar year of employment. These hours are lost if not taken within that calendar year, and may not be exchanged for monetary payment. Personal time will be taken in accordance with the collective bargaining agreement.

For those officers assigned to the 12 hour patrol schedule, personal time will be taken in full day blocks, whether it is 12 or 8 hours, corresponding to a scheduled 12 hour day or an 8 hour "Kelly day". Any remaining personal time, less than 8 hours, that is not enough to complete a full day, may be submitted within the same guidelines set forth for personal days. However, this remaining time, shall be denied if another officer submits a request to take a full day of personal time during the same time period. Such requests must be made prior to the designated time in which time due requests are accepted. The Chief of Police, or his designee, reserves the right to allow patrol staffing levels to drop below set minimum standards resulting from extenuating circumstances, which arise beyond management control. This statement, in whole, or in part, does not supersede the above language for the approval or denial of personal time requests.
8. Vacations- Vacations will now be referred to by hours rather than by weeks or days. Vacation allowances will be as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4</td>
<td>80</td>
</tr>
<tr>
<td>5-9</td>
<td>120</td>
</tr>
<tr>
<td>10-14</td>
<td>160</td>
</tr>
<tr>
<td>15-19</td>
<td>200</td>
</tr>
<tr>
<td>20 or more</td>
<td>240</td>
</tr>
</tbody>
</table>

Vacations will be taken in consecutive 2 or 3 day blocks for 12 hour employees, up to a total of 80 consecutive hours with any remaining days/hours also being selected between November 1 and November 30 of each year. Remaining vacation days/hours may not be taken on a holiday.

9. Vacation scheduling- Vacation scheduling will be as follows:

During the period November 1 through November 15, annually, each officer will submit in writing to his immediate supervisor his request for all vacation time for the following calendar year. Said request shall include dates for all vacation time for which the employee will be eligible during that calendar year and additionally will include alternate dates in priority order.

Prior to December 1, the Chief of Police, or his designee will determine and post the vacation schedule to be granted to each officer for the coming year as determined by the following:

a. Up to 80 hours, or longer upon special permission of the Chief or his designee, will be scheduled per officer based on seniority ranking.

b. Vacation time available in excess of 80 hours will be scheduled based on longevity after each officer has been scheduled for the initial 80 hour period.

c. A maximum number of officers to be scheduled for vacation at one time
will be at the discretion of the Village considering seasonal operations, desired level of staffing, and other level of service related matters.

d. Absent an emergency, at least one officer shall be allowed vacation time on any one shift at any time of the year.

An officer may file a request with the Chief to cancel and reschedule vacation after December 1. Provided, however, the decision to allow vacation to be canceled and rescheduled shall be determine on a case by case basis at the sole discretion of the Chief.

10. Training days- 12 hour employees shall no longer owe the department any time during the year, and as such, the previously designated "training days" shall no longer be in effect.

Management reserves the right to schedule an officer for training. A training day is to be considered 8 hours in duration. When possible, the officer's "Kelly day" will be used to fulfill the training day. For those not able to move their "Kelly" day or for classes more than one day in duration, the officer will be required to make his workday whole. The officer may elect to utilize compensatory time in lieu of returning to work.

In the event that time is owed to an officer who attends training, management at its earliest convenience will make the necessary scheduling adjustments to accommodate the officer.

11. Funeral leave- Funeral leave will now be referred to by hours rather than by days. Therefore funeral leave will be as follows: In the event of death in the immediate family (designated as the employee's legal spouse, grandparents, children, parents, parents of spouse, brothers or sisters of spouse, grandparents of spouse, or any relative living in the employee's household, an employee shall be granted up to 24 consecutive work hours as funeral leave if the employee attends the funeral. Unpaid leave beyond such 24 hours may be taken upon the approval of the Chief or his designee.

12. Signatures- The parties whose signatures appear below the hereby represent
that they have the authority to bind their respective parties to this memorandum of agreement and subsequent collective bargaining agreement modifications.

Dated this 16th day of April, 2015.

For the Village of Lansing

For the Illinois FOP Labor Council
### APPENDIX C

**WAGE SCHEDULE FOR POLICE OFFICERS/PARAMEDICS**

<table>
<thead>
<tr>
<th>Current</th>
<th>Current</th>
<th>1-May-16 2.00%</th>
<th>1-May-17 2.00%</th>
<th>1-May-18 2.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>54,257.35</td>
<td>55,342.50</td>
<td>56,449.35</td>
<td>57,578.33</td>
</tr>
<tr>
<td>After 1 Year</td>
<td>60,915.36</td>
<td>62,133.67</td>
<td>63,376.34</td>
<td>64,643.87</td>
</tr>
<tr>
<td>After 2 Years</td>
<td>64,438.96</td>
<td>65,727.74</td>
<td>67,042.29</td>
<td>68,383.14</td>
</tr>
<tr>
<td>After 3 Years</td>
<td>67,216.10</td>
<td>68,560.42</td>
<td>69,931.63</td>
<td>71,330.26</td>
</tr>
<tr>
<td>After 5 Years</td>
<td>73,286.41</td>
<td>74,752.14</td>
<td>76,247.18</td>
<td>77,772.12</td>
</tr>
<tr>
<td>After 10 Years</td>
<td>78,938.94</td>
<td>80,517.72</td>
<td>82,128.07</td>
<td>83,770.63</td>
</tr>
<tr>
<td>After 15 Years</td>
<td>81,307.13</td>
<td>82,933.27</td>
<td>84,591.94</td>
<td>86,283.78</td>
</tr>
</tbody>
</table>

Employees hired prior to May 1, 1989 who are on the police officer/paramedic pay scheduled and who during the term of this Agreement cease to fully perform police officer/paramedic duties shall thereafter be compensated as follows:

Officers who cease to perform paramedic duties after completion of their tenth (10th) year of paramedic service with the Village, they shall thereafter cease to receive their paramedic bonus.
APPENDIX D

CURRENT INITIAL UNIFORM ITEMS

Holster
Inner Belt
Outer Belt
Magazine Pouch
Winter Jacket
MEMORANDUM OF UNDERSTANDING

WHEREAS, the Village of Lansing ("Village") and the Illinois Fraternal Order of Police Labor Council ("Union") are parties to a collective bargaining agreement covering the Village's patrol officers; and

WHEREAS, the parties have received an Interest Arbitration Award issued by Arbitrator Edwin Benn on December 29, 2014; and

WHEREAS, the Arbitrator accepted the Village's proposal on the issue of residency, concluding that the Village's police officers can establish residency outside of the Village, but must live within the State of Illinois; and

WHEREAS, as a result of this ruling, eight of the Village's police officers that currently reside in the State of Indiana would be required to establish residency within the State of Illinois as a condition of their continued employment; and

WHEREAS, the Village and Mayor Abbott do not believe it is appropriate to continue with the language awarded by the Arbitrator.

NOW THEREFORE, the parties agree to substitute the language awarded by the Arbitrator to the language that existed in Section 25.1, Residency Requirement, of the parties' prior contract, which reads as follows: "Employees shall be required to reside within the Village of Lansing. After an employee completes ten (10) full years of service, that employee can establish residency outside of the Village of Lansing, without restriction, to include establishing residency outside of the state of Illinois."

VILLAGE OF LANSING

By:

Dated 6-5-2015

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

By:

Dated 6-5-15