VILLAGE OF LANSING, ILLINOIS

And

FRATERNAL ORDER OF POLICE LODGE 218
SERGEANTS AND LIEUTENANTS

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL

Police Contract

Effective thru April 30, 2021
Table of Contents

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

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

ARTICLE II COUNCIL SECURITY ....................................................................... 2
Section 2.1: Dues Checkoff .................................................................................. 2
Section 2.4: Indemnification .................................................................................. 3

ARTICLE III LABOR-MANAGEMENT AND SAFETY MEETINGS ....................... 3
Section 3.1: Meeting Request ............................................................................ 3
Section 3.2: Content ............................................................................................. 4
Section 3.3. Attendance ....................................................................................... 4

ARTICLE IV SAFETY ............................................................................................. 4

ARTICLE V MANAGEMENT RIGHTS ................................................................... 4

ARTICLE VI HOURS OF WORK AND OVERTIME ............................................ 5
Section 6.1: Application of Article ..................................................................... 5
Section 6.2: Normal Work Week and Work Day ................................................ 5
Section 6.3: Overtime Pay .................................................................................... 6
ARTICLE XVIII EDUCATIONAL PROGRAM .............................................. 33
Section 18.1: Educational Reimbursement .............................................. 33
Section 18.2: Educational Time .............................................................. 34

ARTICLE XIX UNIFORM ALLOWANCE ............................................. 34
Section 19.1: Uniform Allowance ........................................................... 34

ARTICLE XX INSURANCE ................................................................. 34
Section 20.1: Coverage ........................................................................ 34
Section 20.2: Cost .............................................................................. 36
Section 20.3: Cost Containment ............................................................. 36
Section 20.4: Terms of Policies to Govern ............................................. 36
Section 20.5: Right to Maintain Coverage While on Unpaid Leave or on Layoff .......................................................... 37
Section 20.6: Dental Insurance ............................................................... 37
Section 20.7: Life Insurance ................................................................. 37
Section 20.8: Killed in the Line of Duty ................................................... 37
Section 20.9: Section 125 Plan ............................................................... 37

ARTICLE XXI EMPLOYEE AND OTHER STATUTORY RIGHTS .............. 37
Section 21.1: Personnel Files .............................................................. 38
Section 21.2: Military Leave ................................................................. 38
Section 21.3: Access to Arbitration ....................................................... 38

ARTICLE XXII DISCIPLINE ............................................................... 38

ARTICLE XXIII OUTSIDE EMPLOYMENT ......................................... 39

ARTICLE XXIV LEGAL DEFENSE AND INDEMNIFICATION ............... 39
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 1
RECOGNITION

Section 1.1: Recognition

Pursuant to the certification by the Illinois State Labor Relations Board Case No. S-RC-10-231, the Village hereby recognized the Illinois Fraternal Order of Police Labor council as the sole and exclusive bargaining representative for the purpose of collective bargaining for employees in the following unit:

Included: All full-time sworn officers in the rank of Sergeant and Lieutenant.
Excluded: All other employees employed by the Village of Lansing, including the Commanders, Deputy Chief and Chief as supervisory and managerial employees under the Act.

The terms “officer” or “employee” as used in this Agreement shall only refer to members of the bargaining unit as described above.
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 an existing 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 2.4: 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) 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, absent emergency or unforeseen circumstances considered compelling by the Chief, bargaining unit members will either work a 40-hour workweek with the workday being 8 hours or Officers assigned to the patrol division working the patrol scheduled will work a 4 on 2 off workweek with the workday being 8.5 hours.
Section 6.3: Overtime Pay

Overtime at the rate of time and one-half (1 ½) 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 pay on a scheduled day off). Overtime at time and one-half (1 ½) 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. And employee shall be paid for any accrued compensatory time in accordance with the Fair Labor Standards Act (FLSA) when, if for any reason; they leave the employment of the police department. When the employee’s accumulated compensatory time reaches one hundred (100) hours, the employee will receive pay in lieu of compensatory time for all hours over one hundred (100). 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 April 1, 2018 through April 30, 2021 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.
   
   A log will be maintained 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 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 a regularly scheduled work day, not assigned to a specialty position, on a seniority basis may volunteer for the overtime;
   b. Qualified employees assigned to the shift on which the overtime is offered (who are not working and not on paid or unpaid leave of absence) on a seniority basis, may volunteer for the overtime;
c. Other qualified employees (who are not working and not on a paid or unpaid leave of absence) not assigned to a specialty position, on a seniority basis, may volunteer for the overtime;
d. Other qualified employees assigned to a specialty position outside the normal work assignment (who are not working and not on a paid or unpaid leave of absence) on a seniority basis, may volunteer the overtime.
e. 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.

4. When overtime is available for bargaining unit employees, and the Village has at least eight (8) hours and less than forty eight (48) hours notice that the overtime opportunity is available, the opportunity to work such overtime shall be offered in the following order:
   a. Qualified employees assigned to the shift which the overtime is offered (who are not working and not on a paid or unpaid leave of absence) 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), not assigned to a specialty position, on a seniority basis, may volunteer for the overtime;
   c. Other qualified employees assigned to a specialty position outside the normal work performance (who are not working and not on a paid or unpaid leave of absence) on a seniority basis, may volunteer for the overtime;
   d. If no qualified employees(s) volunteers(s) for the overtime, the least senior qualified employee(s) working the shift prior to the overtime opportunity may be required to work the overtime.

5. When overtime is available for bargaining unit employees and the Village has more than 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 bargaining unit employees who normally perform the work. 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 employee. If more than six (6) shifts are posted, sign up shall be limited to two (2) overtime opportunities per employee. After such
notices are posted for more than forty-eight (48) hours, all bargaining unit employees may sign up for the overtime opportunity. If an insufficient number of employees volunteer to work the overtime, the Chief (or his designee) may require the least senior qualified bargaining unit employees (who are not on a paid or unpaid leave of absence) to work the overtime.

6. Seniority for the distribution of overtime is based upon the order that the bargaining unit member was promoted to the specific rank as certified by the Fire and Police Commission; Lieutenants being more senior than Sergeants.

7. If a valid grievance results due to an error or mistake in the manner in which overtime is scheduled, assigned or offered, the only resolution required in this situation will be to correct the error by adjusting the rotation to assure that the grievant receives the next available overtime opportunity. Grievances regarding scheduling, assignment, or offering of overtime shall be made within 24 hours of the error or mistake in order to allow for the adjustment of the rotation in an orderly manner.

8. The foregoing shall: (a) be inapplicable to overtime where the Chief or his designee determines that the operational need requires a particular employee or employees; and (b) not preclude the Chief from requiring particular employees to work particular overtime assignments; and (c) not preclude the Chief or his designee from making necessary scheduling adjustments to limit or control excessive overtime.

Section 6.9: Training Days

Twelve (12) hour employees do not owe the department any time during the year. Management reserves the right to schedule an officer for training. A training day is to be considered eight (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 (1) day in duration, the officer will be required to make his work day 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 will make the necessary scheduling adjustments to accommodate the officer at its earliest convenience.
**Section 6.10: Duty Trades**

Employees may request permission to exchange work shifts with other employees within the bargaining unit. Duty trade requests will 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 capricious. Partial shift changes will be allowed. 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 immediate unit commander or designee), 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 not 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 designated as a "grievance" to the Police 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 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 3: If the grievance is not settled at Step 2 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-2. 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, nonemployee 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 3 and the Council wishes to appeal the grievance from Step 3 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 3:

(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 who are members of the National Academy of Arbitrators residing in Illinois. 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 to 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 3 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

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act (5 ILCS 315/14) as may be amended from time to time.

ARTICLE X

SENIORITY, LAYOFF AND RECALL

Section 10.1: Definition of Seniority

Overall 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 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 accordingly.

Time In Rank Seniority

Time in rank seniority shall be based on the length of time a bargaining unit member has held the rank of either Sergeant or Lieutenant in the Police Department of the Village.

Conflicts of seniority within rank shall be determined based upon the order that the bargaining unit member was promoted to the specific rank as certified by the Fire and Police Commission. The Village shall provide the Council with the time in rank seniority list existing at the time this Agreement is executed in conjunction with the overall seniority list. Thereafter, time in rank seniority shall not accrue during any unpaid leave of absence in excess of five (5) consecutive days and in such event the employee's time in rank seniority date shall be adjusted accordingly.
Time in rank seniority shall be utilized when matters arise that, in the Chief’s sole discretion, require a fair and equitable means of choosing one employee over another where such determinations are being made between bargaining unit members holding the rank of Sergeant or Lieutenant.

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, and/or demotion 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 overall seniority date and their time in rank 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

Effective May 1, 2018, eligible employees shall annually receive, in addition to their paid holidays, five (5) 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. Included in the employee’s personal days is one (1) “Priority Personal Day,” as outlined in Section 11.4.

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 twelve (12) hour shift, officers will receive six (6) hours of pay at the straight time rate of pay.
for each shift worked that day: Fourth of July, Thanksgiving, Christmas Day, New Year's 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 2018-2021 Agreement, the Village agrees to provide one (1) "Priority Personal Shift," within the current forty (40) hour allotment, except on a holiday and only one (1) per shift. Employees are required to give thirty (30) days’ notice, unless the Village agrees to waive this requirement on a case-by-case basis. Only in the event of an emergency may an adequately approved Priority Personal Shift be subsequently cancelled.

**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 (2) 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 (2) weeks will be scheduled based on longevity after each officer has been scheduled for the initial two (2) 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 (1) officer shall be allowed vacation time on any one (1) 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 Chief or his designee as soon as possible of such need. If the Chief or his designee 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 the on-duty Shift Commander at least one (1) hour prior to the start of his scheduled workday. An employee's failure to inform the on-duty Shift Commander 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 and Public Employee Disability Act (PEDA).

 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, grandparents of spouse, children, grandchildren, parents, parents of spouse, brothers or sisters of employee, brothers or sisters of spouse, or any relative living in the employee's household) an employee shall be granted up to twenty-four (24) consecutive work hours as funeral leave if the employee attends the funeral. Unpaid leave beyond such twenty-four (24) hours 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/her leave, he/she shall go directly on layoff.

(c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under 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. 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.

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

(a) An employee is involved in a motor vehicle accident while on duty and there is a personal injury involved, or;
(b) An employee discharges a firearm on duty causing an injury.

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 clinical laboratory or hospital facility of the officer's choosing, at the officer's own expense; provided the officer notifies the Village within seventy-two (72) hours of receiving the results of the test.

(g) Require that the laboratory or hospital facility report to the Village that 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. 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 bargaining unit member 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 member agreeing to appropriate treatment as determined by the physician(s) involved;

(b) the member discontinues his use of illegal drugs or abuse of alcohol

(c) the member completes the course of treatment prescribed, including an "after care" group for a period of up to twelve (12) months;

(d) the member agrees to submit to random testing during hours of work during the period of "after-care."

Bargaining unit members 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 a member on active status throughout the period of rehabilitation if it is appropriately determined that the member's current use of alcohol or drugs prevents such individual from performing the duties of a police supervisor or whose continuance on active status would constitute a direct threat to the property and safety of others. Such member 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.

Section 16.8: Statutorily Required Drug and Alcohol Testing.

In the event an officer discharges their firearm causing injury or death to a person or persons during the performance of their duties, they shall submit to drug and alcohol testing to be completed as soon as practical after the officer-involved shooting but no later than the end of their shift or tour of duty. The testing procedures shall follow the protocols as provided for in this Article.

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 B and as described in Section 17.2, below.
The wage schedule is based upon the agreement between the Village of Lansing and the Fraternal Order of Police Lodge 218 (non-supervisory personnel). Those officers holding the rank of sergeant shall receive a rate of base pay equivalent to 15% above those officers with the same amount of continuous full-time employment as a sworn police officer. Those officers holding the rank of lieutenant shall receive a rate of base pay equivalent to 10% above those officers holding the rank of sergeant with the same amount of continuous full-time employment as a sworn police officer.

Section 17.2. Wage Increases

The wages of employees covered by this Agreement shall be changed as follows:

Effective May 1, 2012, wages will remain at a constant 15% increase above patrolmen base pay for Sergeants and 10% increase for Lieutenants for the duration of the contract.

To qualify for a wage increase, a bargaining unit member’s work performance 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 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></td>
<td>5/1/2005</td>
</tr>
<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>

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 (IRS) reimbursement
rate per mile for the authorized use of the employee's personal automobile in the performance of required departmental duties. 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 pay to the employees covered by this Agreement per diem rates as follows:

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

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, 2018, the Village will reimburse employees in the same manner as outlined above not to exceed fifty percent (50%) of the total amount allocated in the patrol contract for all employees covered by this Agreement during the fiscal year. For example, if the patrol division has $20,000 allocated for education reimbursement in any given year, the sergeants and lieutenants would have fifty percent (50%), or $10,000 allocated for education reimbursements in the same year. Individual "caps" are proportionate to the number of participants in the program. The Village may elect to only reimburse up to half of the annual cap 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</td>
</tr>
<tr>
<td>F</td>
<td>No</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: Uniform Allowance

The Village will provide initial uniform items, and replacement uniforms to employees on a reimbursement system as it has in the past. Each January 1, uniformed employees will receive a clothing allowance check of $775.00 per year and plain clothed employees will receive a clothing allowance check of $825.00 per year.

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 and 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 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, the language in Section 20.1 shall not be considered the "status quo" for purposes of future collective bargaining. 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 the 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 May 1, 2018, 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>YEAR</th>
<th>COST FOR SINGLE COVERAGE</th>
<th>COST FOR FAMILY COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2018</td>
<td>9%</td>
<td>18%</td>
</tr>
</tbody>
</table>

Effective May 1, 2019 employees’ contributions shall be the same as charged to other full-time Village employees within the patrol division contract, which is due to expire April 30, 2019. Should the patrol division CBA allocate a greater contributory amount to the bargaining unit members after the effective date of their insurance coverage begins, additional employee contribution charges will not be retroactively applied.

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 are 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 Illinois Personnel Records review 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

The parties agree that the Chief of Police (or the Chief’s designee) shall have the right to suspend a non-probationary officer for up to thirty (30) days or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. Neither the Police Chief nor the Village or their agents will file charges asking the Board of Fire and Police Commissioners to impose discipline on any non-probationary bargaining unit employee; instead all such discipline shall be imposed by the Police Chief or his designee. The decision of the Police Chief or the Chief’s designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article 6 of this Agreement, except that it shall be filed at Step 4 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 6 of this Agreement.
Agreement. Any appeal of an arbitrator’s award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village Board of Fire and Police Commissioners, which is divested of jurisdiction to hear disciplinary matters involving bargaining unit members.

Discipline of probationary officers, as well as any verbal warnings, written reprimands or written warnings shall not be subject to the grievance and arbitration procedure.

Nothing within this Article shall be construed as a limitation on a grievance arbitrator’s authority to reduce a termination to a suspension of any length without pay if the arbitrator finds that just cause exists for such a suspension, but there was no just cause for termination.

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/her Village position or with the full and proper performance of his/her duties. An employee engaged in outside employment must first notify the Chief of Police of such employment. 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 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.

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 a fixed, permanent, and principal home to which he, wherever temporarily located, always intends to permanently return.

Section 25.3: 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 an 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 (5) business days of any request for such documents by the Village.

**Section 25.4 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:

a) 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.

b) 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 (5) 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.

c) 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 the day after it has been signed by both parties and shall remain in force and effect until midnight, April 30, 2024. 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 26th day of December 2018.

EMPLOYER:

Village of Lansing, an Illinois Corporation

COUNCIL:

Illinois Fraternal Order of Police Labor Council
APPENDIX A

TITLE GRIEVANCE FORM

(use additional sheets if necessary)

Date Filed: ________________________________

Unit: ______________________________________

Grievant’s Name ____________________________________________________________

Last     First     M.I.

STEP ONE

Date of Incident or Date Known of facts Giving Rise to Grievance:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Remedy Sought:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Given To: ________________________________ Date: __________________

________________________________________________________________________

Grievant’s Signature ________________________________ FOPLC Representative

EMPLOYER’S RESPONSE

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Employer Representative Signature ________________________________ Position

44
STEP TWO

Reason for Advancing Grievance: ____________________________________________

__________________________________________

EMPLOYER’S RESPONSE

__________________________________________

Employer Representative Signature          Position

__________________________________________

Person to Whom Response Given                Date

STEP THREE

Reason for Advancing Grievance: ____________________________________________

__________________________________________

EMPLOYER’S RESPONSE

__________________________________________

Employer Representative Signature          Position

__________________________________________

Person to Whom Response Given                Date
**APPENDIX B**

**WAGE SCHEDULES**

**WAGE SCHEDULES FOR SERGEANTS**

<table>
<thead>
<tr>
<th>Year</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
<th>May 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year</td>
<td>74,340.45</td>
<td>To be determined.</td>
<td>To be determined.</td>
</tr>
<tr>
<td>2nd Year</td>
<td>78,640.61</td>
<td>To be determined.</td>
<td>To be determined.</td>
</tr>
<tr>
<td>3rd Year</td>
<td>82,029.80</td>
<td>To be determined.</td>
<td>To be determined.</td>
</tr>
<tr>
<td>6th Year</td>
<td>89,437.94</td>
<td>To be determined.</td>
<td>To be determined.</td>
</tr>
<tr>
<td>11th Year</td>
<td>96,336.22</td>
<td>To be determined.</td>
<td>To be determined.</td>
</tr>
<tr>
<td>16th Year</td>
<td>99,226.35</td>
<td>To be determined.</td>
<td>To be determined.</td>
</tr>
</tbody>
</table>

* All wages will be determined under the terms established in Sections 17.1 and 17.2 after the wages for patrol officers have been negotiated with that bargaining unit.

**WAGE SCHEDULES FOR LIEUTENANTS**

<table>
<thead>
<tr>
<th>Year</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
<th>May 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year</td>
<td>81,774.50</td>
<td>To be determined.</td>
<td>To be determined.</td>
</tr>
<tr>
<td>2nd Year</td>
<td>86,504.67</td>
<td>To be determined.</td>
<td>To be determined.</td>
</tr>
<tr>
<td>3rd Year</td>
<td>90,232.78</td>
<td>To be determined.</td>
<td>To be determined.</td>
</tr>
<tr>
<td>6th Year</td>
<td>98,381.73</td>
<td>To be determined.</td>
<td>To be determined.</td>
</tr>
<tr>
<td>11th Year</td>
<td>105,969.85</td>
<td>To be determined.</td>
<td>To be determined.</td>
</tr>
<tr>
<td>16th Year</td>
<td>109,148.98</td>
<td>To be determined.</td>
<td>To be determined.</td>
</tr>
</tbody>
</table>
APPENDIX C

Memorandum of Agreement
between
Village of Lansing Police Department
and
Illinois Fraternal Order of Police Labor Council
Lansing Lodge 218 Sergeants and Lieutenants

This memorandum of agreement facilitates changes that occurred with the patrol work schedule. This work schedule was proposed by a scheduling committee made up of members from both labor and management. In order to implement this schedule, the following must be understood and agreed upon:

1. **Application** - This Memorandum of Agreement applies to just those Sergeants and Lieutenants (hereinafter referred to as “Officers” or “Employees”) assigned to the patrol unit. Officers assigned to any other unit outside 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 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 fourteen (14) days. Therefore Section 6.2 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.
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 fourteen (14) day work cycle.

4. **Distribution of Overtime** - Distribution of overtime for 12 hour employees shall be amended to correlate with staffing levels afforded by the 12 hour rotation. Therefore section 6.8 distribution of overtime will be as follows:

   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 forty eight (48) hours' notice that the overtime opportunity is available, the opportunity to work such overtime shall be offered in the following order:

      1. Employees who are working a “Kelly Day” on the shift in which the overtime opportunity exists may volunteer for the overtime;
      
      2. If the overtime opportunity cannot be filled by the above method, qualified employees who are eligible to work the entire overtime opportunity, on a seniority basis, may volunteer for the overtime;
      
      3. 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.
      
      4. If no qualified employee(s) volunteer(s) for the overtime, the least senior qualified employee(s) who is (are) 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.

   d. 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 offered in the following order:

      1. Employees who are working a “Kelly Day” on the shift in which the overtime opportunity exists may volunteer for the overtime;
      
      2. If the overtime opportunity cannot be filled by the above method, 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.

5. **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 overtime assignments.

6. **Personal Days** - Personal Days will now be referred to by hours rather than by days. Therefore section 11.2 personal days will be as follows:

   Eligible employees shall annually receive, in addition to their paid holidays, 40 hours (Effective May 1, 2012) of personal time off to be credited to the employee January 1 of each calendar year. These hours are lost if not taken within that calendar year, and may not be exchanged for monetary payment. Personal time may only be taken upon approval of the Chief or his designee.

   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 eight 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 request must be made prior to the designated time in which time due requests are accepted. These requests shall not cause staffing to fall below minimum standards.

7. **Vacations** - Vacations will now be referred to by hours rather than by weeks or days. Therefore section 12.1 vacation allowances will be as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 1 years of service</td>
<td>80 hours</td>
</tr>
<tr>
<td>After 5 years of service</td>
<td>120 hours</td>
</tr>
<tr>
<td>After 10 years of service</td>
<td>160 hours</td>
</tr>
<tr>
<td>After 15 years of service</td>
<td>200 hours</td>
</tr>
<tr>
<td>After 20 or more years</td>
<td>240 hours</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.

   Vacation scheduling- Vacation scheduling will be as follows:
During the period November 1 through November 15, annually, each employee 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 employee 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 employee based on seniority ranking.

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

c. A maximum number of employees 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 employee shall be allowed vacation time on any one shift at any time of the year.

An employee 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.

8. 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 work day 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.

9. Funeral Leave - Funeral leave will now be referred to by hours rather than by days. Therefore section 14.4 funeral leave will be as follows:

In the event of death in the immediate family (designated as the employee's legal spouse, grandparents, grandparents of spouse, 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 twenty-four (24) consecutive work hours as funeral leave if the employee attends the funeral. Unpaid leave beyond such twenty-four (24) hours may be taken, upon approval of the Police Chief or his designee.

10. **Trial Period** - The proposed 12-hour work schedule is a “trial” schedule, which will stand an on-going evaluation to determine if the needs of the Lansing Police Department and the Village of Lansing are met. If for any reason, other than mere inconvenience, this evaluation determines that these needs are not met, management reserves the right to revert to the prior work schedule.

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