VILLAGE OF LANSING, ILLINOIS

And

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

Police Telecommunicator Contract

May 1, 2016 – April 30, 2019
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• A period of illness or injury (or treatment) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.) that requires the employee to be absent from work for at least 5 consecutive scheduled work days; or
• A period of illness or injury that is long-term due to a condition for which treatment may be ineffective (e.g., stroke, terminal disease, etc.) and that requires the employee to be absent from work for at least 5 consecutive scheduled work days; or
• An illness or injury which requires multiple treatments (including any period of recovery there from) either for restorative surgery after an accident or other injury, or for a chronic condition, i.e., cancer or kidney disease. The five day qualifying period is not required for each treatment. ..................................................................................................................25

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF LANSING, ILLINOIS (hereinafter referred to as the “Village” or the “Employer”) and the 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 telecommunicators 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 equitable and peaceful procedure for the resolution of differences; and the establishment of an agreement covering rates of pay, hours of work and conditions of employment applicable to the bargaining unit employees. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Council do mutually promise and agree as follows:

ARTICLE I
RECOGNITION

Section 1.1: Recognition

The Village recognizes the Council as the sole and exclusive bargaining representative for all full-time telecommunicators (hereinafter referred to as “telecommunicators” or “employees”), but excluding all other employees employed by the Village of Lansing.

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 in the Telecommunication Center for the posting of official Council notices of a non-political, non-inflammatory nature, which shall be restricted to the following:

1. notice of Council recreational and social activities;
2. notice of Council elections and results of such elections;
3. notice of Council appointments; and
4. notice of Council meetings.

If the Council desires to post any other information or material the Council shall first submit same to the Supervisor of Communications, 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 earning due for that period, the Council shall be responsible for collection of dues. The Council agrees to refund to the employee any amounts paid to the Council in error on account of this dues deduction provision. The Council may change the fixed uniform dollar amount, which will be considered the regular monthly fees once each year during the life of this Agreement. The Council will give the Village sixty (60) days’ notice of any such change in the amount of uniform dues to be deducted.
Section 2.2: Fair Share

During the term of this Agreement, employees who are not members of the FOP Labor Council shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the FOP Labor Council for collective bargaining and contract administration services rendered by the FOP Labor Council as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the FOP Labor Council. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the FOP Labor Council. The FOP Labor Council shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the FOP Labor Council and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The FOP and the FOP Labor Council agree to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the FOP and the FOP Labor Council agree to do the following:

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

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

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

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the FOP and the FOP Labor Council with respect to fair share fee payors as set forth shall not be subject to the grievance and arbitration procedure set forth in this Agreement.
Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious, charitable organization mutually agreed upon by the employee and the FOP Labor Council. If the affected non-member and the FOP Labor Council are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

**Section 2.3: Indemnification**

The Labor Council shall indemnify and hold harmless the Village, its elected representatives, 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 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, but only if mutually agreed between Council representatives and the Supervisor of Communications and/or designee. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a “labor-management meeting” or “safety meeting” and expressly providing the agenda for such meeting. If meetings are deemed necessary, then, unless mutually agreed upon, they shall be limited to two (2) or fewer per calendar year. Such meetings, times and locations if mutually agreed upon, shall be limited to:
(a) a discussion on the implementation and general administration of this Agreement; or
(b) a sharing of general information of interest to the parties; or
(c) issues and concerns involving safety; or
(d) notifying labor representatives about certain changes in non-bargaining matters which may affect employees.

Section 3.2: Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at “labor-management meetings,” nor shall negotiations for the purpose of altering any or all of the terms in this Agreement be carried on at such meetings.

Section 3.3: Attendance

Attendance at “labor-management meetings” shall be voluntary on the employee’s part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, two (2) persons from each side shall attend these meetings, schedules permitting. Attendance by bargaining unit members at such meetings shall not interfere with required duty time, and attendance may be during duty time, if mutually agreed between the Supervisor of Communications, 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 as necessary to carry out the mission of the Village and Police Department in the event of civil emergency as may be declared by the Mayor or Police Chief or their authorized designee(s); to determine, in the sole discretion of the Mayor, that civil emergency conditions exist, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes; and to carry out the mission of the Village; provided, however that the exercise of any of the above rights shall not conflicts with any of the express written provisions of this Agreement.

ARTICLE VI
HOURS OF WORK AND OVERTIME

Section 6.1: Application of Article

This Article is intended only as a basis of calculating overtime payments and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.
Section 6.2: Normal Work Week and Work Day

Except as provided elsewhere in this Agreement, the normal workweek (Sunday through Saturday) shall, absent emergency or unforeseen circumstances considered compelling by the Supervisor of Communications, consist of not more than forty (40) hours per departmental calendar week. The current work day/shifts shall consists of eight (8) hour per days/shifts, in accordance with the following schedule:

0700 to 1500
1500 to 2300
2300 to 0700

Before the current work days/shifts are changed or modified, the Supervisor of Communications will, absent emergency, notify the union and discuss such changes upon request, although such discussion shall not be used to delay the implementation of such changes.

Section 6.3: Overtime Pay

Overtime at the rate of time and one-half (1-1/2) an employee’s regular hourly rate of pay shall be paid for all hours worked beyond forty (40) hours in a seven (7) individual work cycle as provided in the Fair Labor Standards Act (FLSA), such pay to be calculated in fifteen (15) minute segments. “Hours worked” for purposes of this Article shall include paid holidays and vacation hours, paid personal and compensatory hours off, bereavement leave and jury duty, but shall not include sick leave hours off, hours off work because of disciplinary suspension, hours worked due to a voluntary trade initiated by the employees involved in the duty trade or premium pay for holidays (premium pay for work on a holiday or holiday paid on a scheduled day off). Overtime at time and one-half (1-1/2) an employee’s regular straight-time hourly rate of pay shall also be paid for all full shifts worked beyond the employee’s regularly scheduled shift where there are insufficient volunteers for the shift and the employee is subsequently ordered to work the shift to maintain appropriate staffing levels as determined solely by the Supervisor of Communications, 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 upon mutual agreement of the Supervisor of Communications and the affected employee. The employee will fill out a compensatory time due request slip in lieu of an overtime slip. An employee shall be paid for any accrued compensatory time in accordance with the Fair Labor Standards Act (FLSA) when,
for any reason; they leave the employment of the police department. If the employee’s accumulated compensatory time exceeds forty (40) hours, the employee may be required to take the excess hours to control the total amount of compensatory time over forty (40) hours. An employee’s request for use of accumulated compensatory time shall not be unreasonably denied or withheld. Every reasonable 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, as established by the Supervisor of Communications, when such request is made. Requests for compensatory time off must be submitted in writing at least forty-eight (48) hours prior to the requested date.

**Section 6.4: Time Spent in Continuing Education**

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

**Section 6.5: Required Overtime**

In an emergency or during any other unforeseen circumstance, the Supervisor of Communications, or his designee, shall have the right to require overtime work and employees may not refuse overtime assignments. Where the need for overtime assignments is reasonably foreseeable, the Village will make reasonable efforts to minimize required overtime assignments by seeking volunteers in order of seniority, before mandating overtime work to the least senior available employee(s). The Village may continue its practice of offering scheduled overtime to part-time employees (up to two (2) slots per schedule per part-time employee) or supervisors before offering or mandating such overtime to bargaining unit members. If the Village is found to have violated the provisions of this Section, the remedy for the affected employee shall be the employee to be given first opportunity to work the next available voluntary overtime.

**Section 6.6: Distribution of Overtime**

Notwithstanding the provisions of Section 6.5 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 in order of seniority when consistent with the Village's operating needs.

   The Supervisor of Communications will maintain a log of persons contacted for overtime 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.

   In the event that the Supervisor of Communications or Assistant Supervisor of Communications is not working then the senior telecommunicator who is working shall be responsible for contacting the appropriate telecommunicators for overtime assignments and maintaining the log of persons contacted for overtime assignments.

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 normally offered in the following order:

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

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

   c. If an employee is required to or volunteers to work overtime, such employee may not make arrangements for another employee to work all or part of the affected shift.
Effective on the date this Agreement is signed by both parties and for the duration of the May 1, 2016 – April 30, 2019 Agreement, qualified employees, at the supervisor’s discretion, may split the shift into four (4) hour blocks if the split shift will occur on the employee’s day off.

4. When overtime is available for bargaining unit employees and the Village has between eight (8) 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 who are working at the time the overtime opportunity becomes known, on a seniority basis, may volunteer for the overtime.
   b. Other qualified employees (who are not working and not on a paid or unpaid leave of absence) on a seniority basis, may volunteer for the overtime.
   c. If no qualified employee(s) volunteer(s) for the overtime, the least senior qualified employee(s) who (is) are working may be required to work the overtime.
   d. If no qualified employee volunteers or is able to be assigned to the overtime, the least senior employee contacted will be required to work the overtime.

5. When overtime is available for bargaining unit employees and the Village has at least forty-eight (48) hours notice that the overtime opportunity is available, the opportunity to work such overtime shall be posted in an area available to all employees. Employees may sign up on a first-come first-served basis. If one (1) – six (6) shifts are posted, sign-up shall be limited to one (1) overtime opportunity per 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 then above limitations shall not be applicable. If after five (5) days, an insufficient number of employees volunteer to work the overtime, the Supervisor of Communications (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, or to contact non-bargaining unit personnel to work the overtime.

6. The foregoing shall: (a) be inapplicable to overtime where the Supervisor of Communications or his designee determines that operational need requires a particular employee or employees; and (b) not preclude the Supervisor of Communications from requiring particular employees to work particular overtime assignments.

7. If the Village is found to have violated the provisions of this section the remedy for the affected employee shall be the employee to be given first opportunity to work voluntary overtime.

Section 6.7: Duty Trades

Employees may request permission to exchange work shifts with other employees. Such trade requests must be made at least twenty-four (24) hours in advance of the trade. Such request will be granted unless any of the following circumstances are involved: (1) the trade will likely occasion overtime payments to one of the employees involved in the trade; (2) where the Department has other special reasons for denying the trade which are neither arbitrary nor capricious; (3) the employee has already been granted eighteen (18) initiated and/or eighteen (18) reciprocal (payback) trade requests in a calendar year. Partial shift changes will not be allowed, except as provided below, concerning partial giveaways.

Full time employees who have selected full, or partial overtime assignments in accordance with provisions in this Agreement, shall be allowed to give away said overtime assignments to volunteers, without regard to seniority, provided that they give the Supervisor of Communications, or his designee, at least forty-eight (48) hours advanced notice and receive the approval of the Supervisor, which approval shall not be arbitrarily denied.

Disputes over denial(s) of the exchange of workshifts under this section shall (absent resolution by the parties) be resolved by the undersigned through an expedited grievance and arbitration process.
Section 6.8: Shift Bidding Notification

Commencing no later than the first week in October of each year, management shall create and then electronically send to all non-probationary employees the available blank schedules and specific time frame for each non-probationary employee to make their shift selections for the following year. The selection process shall be completed by the end of October and shall be implemented during the first pay period in January. The schedule shall run, absent emergency or other unforeseen circumstances, for the entire year until a new schedule has been created and then selected.

Non-probationary employees shall then, in seniority order (most senior select first), select shifts by submitting their choice for shifts for the following year. Any non-probationary employee who fails to submit his/her selections shall fall to the bottom of the seniority list and shall make their selections from the remaining open selections after the rest of the non-probationary employees have made their selections. Once the shifts have been selected, they shall be released electronically to all employees simultaneously.

Probationary employees shall not be given the opportunity to bid on selections and shall be assigned a work schedule based upon the needs of the organization, and may be assigned to alternate between shifts until they have completed their probationary period.

Section 6.9: No Pyramiding

Absent emergency, as designated by the Chief of Police, compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 7.1: Definition

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

Section 7.2: Procedure

A grievance filed against the Village shall be processed in the following manner:
STEP 1: An employee, with or without a Union representative, who has a grievance shall submit a written grievance, using the attached form, with his immediate supervisor (Assistant Supervisor of Communications and/or the Supervisor of Communications who the parties agree are both “supervisors” under the Illinois Labor Relations Act) or his designee(s) within ten (10) business days of its occurrence, 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 to the supervisor no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee or Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The supervisor shall then attempt to adjust the matter and shall respond in writing within ten (10) business days after such discussion.

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

STEP 3: If the grievance is not settled at Step 2 and the employer or Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Chief of Police or designee within ten (10) business days after receipt of the Village’s answer in Step 2, or within ten (10) business days of the time when such an answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Chief of Police or
designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and a Union representative, if one is requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Chief of Police or designees shall provide a written answer to the grievant within ten (10) business days following their meeting.

**STEP 4:** If the grievance is not settled at Step 3 and the employee or the Union wishes to appeal, it shall be referred to the Mayor or designee within ten (10) business days after receipt of the Village’s answer in Step 3. Thereafter, the Mayor or designee and the Police Chief or other appropriate individuals as desired by the Mayor shall meet with the grievant and the Union representative within ten (10) business days of receipt of the Union’s appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Union within ten (10) business days following the meeting.

**Section 7.3: Arbitration**

If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Village’s written answer as provided to the Union at Step 4: The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) business day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be from the National Academy of Arbitrators who reside in either Illinois or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to alternately strike names from the panel with the party requesting arbitration striking the first name. The person remaining shall be the arbitrator. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the Village and Union representatives. The Village and the Union have the right to request the arbitrator to require the presence of witnesses and/or documents. The Village and the Union retain the rights to employ legal counsel.

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

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

Section 7.4: Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and advise only concerning the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. 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 Village, the Council, the Grievant and the employees covered by the Agreement.

Section 7.5: Time Off

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

ARTICLE VIII

NO STRIKE – NO LOCKOUT

Section 8.1: No Strike

For the term of this Agreement, neither the Council nor any telecommunicators, agents or employees covered by the Agreement will instigate, promote, sponsor, engage in, or condone
any strike, sympathy strike, slowdown, sit-down, 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
telecommunicator 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

UNIFORMS

The Village will provide a clothing allowance check each September of $350.00 per year
for approved uniform and clothing allowance. Effective upon the execution of this Agreement,
and beginning on January 1, 2017, employees will receive the clothing allowance check each
January 1. On January 1, 2017, employees will receive a prorated uniform allowance for a four
(4) month period (September 1 through December 31, 2017). Employees shall be required to
turn in receipts(s) for uniform purchases by November 30 annually. The Chief of Police, in his
sole discretion, shall determine the appropriate uniform to be worn by dispatchers. The Chief shall take into consideration the employees’ desire to wear khakis and polos.

Employees hired on or after the execution of this May 1, 2016 through April 30, 2019 contract will receive in the year of hire a prorated clothing allowance check on a quarterly basis in accordance with the following chart:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>January – March 31</td>
<td>$350.00</td>
</tr>
<tr>
<td>April – June 30</td>
<td>$262.50</td>
</tr>
<tr>
<td>July – September 30</td>
<td>$175.00</td>
</tr>
<tr>
<td>October 1 – December 31</td>
<td>$87.50</td>
</tr>
</tbody>
</table>

Employees hired on or after the execution of this May 1, 2016 through April 30, 2019 contract who leave the employment of the Village within their first two years of employment shall reimburse the Village for the clothing allowance paid to that employee.

ARTICLE X

SENIORITY AND LAYOFF

Section 10.1: Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a telecommunicator in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the telecommunicators on the hiring list, with the telecommunicator 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 according.

Section 10.2: Probation Period

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

Section 10.3: Seniority List

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

Section 10.4: Layoff, Subcontracting, Outsourcing, Privatizing and Recall

In the event the Village of Lansing, in the exercise of its sole discretion makes a final decision to subcontract, outsource, or privatize work which was being performed by members of the bargaining unit and such decision directly leads to the layoff of full-time members of the bargaining unit, the Village of Lansing shall provide the employees and the Union with a thirty (30) calendar day notice or pay in lieu of notice. In the event an employee or employees are to be laid off, the Village of Lansing will work with the new employer to place laid off workers with the new employer, but cannot guarantee hire by the new employer. The laid off employee(s) shall be eligible to apply for open positions within the Village of Lansing. The Village also agrees to provide the following to the laid off employee(s):

1. Pay the employee for earned but unused vacation. This payment shall be subject to all normal withholdings.
2. Provide Employee Assistance Program services for thirty (30) calendar days.
3. Upon request, provide no less than a neutral employment reference letter to such employee.
4. Upon request, provide affected laid off employees with available copies of training certificates and other awards earned while employed by the Village.

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 in inverse seniority order (e.g., least senior laid off first).

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 recalled in the inverse order of their layoff (e.g., last laid off, first recalled) and 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 five (5) calendar 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 second 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 (e) and (f) or their failure to notify under subsection (h) was clearly due to circumstances beyond their control shall not be terminated under this Section.
ARTICLE 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

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 an illness if approved by the Supervisor of Communications, or if absent due to a vacation or a personal day as approved by the Supervisor of Communications, or his designee.

Section 11.2: Personal Days

Eligible employees shall annually receive, in addition to their paid holidays, four (4) 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, as provided 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, telecommunicators who work on any of the following holidays will receive four (4) hours pay at their straight time rate of pay for each full shift actually worked: July 4th, Thanksgiving, Christmas Day, New Year’s Day and the Employee’s Birthday.

Section 11.4: Scheduling of Personal Days 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. In order to secure approval to take a personal or holiday day time off, employees’ must make a request to the Chief of Police, or his designee, at least five (5) calendar days in advance of such personal or holiday time off. In order to cover personal or holiday time off, and to save on overtime, the Village shall have the option of using, or declining to use, supervisory or part-time personnel to cover such personal or holiday time off. Also, no more than one (1) telecommunicator shall be approved for a personal or holiday time off on the same day and such personal or holiday time off approvals shall be on a first come, first serve basis. In all cases, personal and holiday time off shall not be unreasonably denied.

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>1-4 Years</td>
<td>2 weeks (80 hours)</td>
</tr>
<tr>
<td>5-9 Years</td>
<td>3 weeks (120 hours)</td>
</tr>
<tr>
<td>10-14 Years</td>
<td>4 weeks (160 hours)</td>
</tr>
<tr>
<td>15-19 Years</td>
<td>5 weeks (200 hours)</td>
</tr>
<tr>
<td>20 or more 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 1st through December 7th, annually, each telecommunicator will submit in writing to his immediate supervisor his request for vacation days for that calendar year. Said request shall include dates for all vacation time for which 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 telecommunicator 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 telecommunicator based on seniority ranking.

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

(c) The maximum number of telecommunicators to be scheduled for vacation at any 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 telecommunicator shall be allowed vacation time on any one day at any time of the year; provided, however, nothing in this Section 12.3 shall preclude the Supervisor of Communications from modifying, changing or canceling vacations in order to provide necessary services to the public.

A telecommunicator 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.
(e) Vacations must be taken in contiguous blocks as defined by each employee’s separate workweek.

Section 12.4: Emergencies

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

Section 12.5: Holidays During Vacations

Holidays observed during a vacation leave period will not be charged against vacation leave.

Section 12.6: Pay in Lieu of Vacation

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

Section 12.7: Separation Pay

Notwithstanding any employee’s rights, upon separation, an employee will be paid pro-rata for his/her earned but unused accumulation of vacation leave as has been the Village’s past practice.

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 mere inconvenience) cancel any or all approved vacation leaves in advance of them being taken and/or recall any telecommunicator from vacation in progress. Canceled or recalled vacation shall be rescheduled.
Section 12.10: Coverage to the Public

Nothing in this section or agreement shall prohibit the Supervisor of Communications from utilizing supervisory, part-time, or any other personnel to provide necessary coverage to the public on a temporary basis, provided that such action does not cause the layoff of bargaining unit personnel.

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 a telecommunicator protection against a full day’s loss of pay due to illness of the telecommunicator. 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. If an employee has been off sick for more than three (3) consecutive work days, they must return to work with written verification from the physician that the employee was under doctor’s care and unable to work during the time that the employee was absent. Sick leave for illness involving a member of the employee's immediate family residing in the employee's immediate household may be granted on a case-by-case basis as solely determined appropriate by the Chief or his designee up to a maximum of two (2) sick days.

Section 13.2: Sick Days Earned

Employees will earn ten (10) paid sick days per year, or five-sixths (5/6) of a paid sick day for each month of completed service. In addition, employees shall be allowed to bank any unused sick days into their catastrophic sick leave bank. There is no buyback of accumulated sick leave annually or upon termination or retirement.
The maximum accrual in the Catastrophic Bank shall be 120 days. Any accrued days after 120 will be forfeited. The Catastrophic Leave Bank is not to be used, and is not intended to be used, as an extended sick time allowance after the employees’ annual sick time has been exhausted.

Definitions:

Catastrophic Illness or Injury- A catastrophic illness or injury is defined as a serious debilitating illness, injury, impairment, or physical or mental condition that is present for a minimum of seven calendar days, and that involves:

- A period of illness, injury or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical care facility; or A period of illness or injury requiring absence of more than five scheduled days from work and that also involves continuing treatment by (or under the supervision of) a licensed health care provider; or

- A period of illness or injury (or treatment) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.) that requires the employee to be absent from work for at least 5 consecutive scheduled work days; or

- A period of illness or injury that is long-term due to a condition for which treatment may be ineffective (e.g., stroke, terminal disease, etc.) and that requires the employee to be absent from work for at least 5 consecutive scheduled work days; or

- An illness or injury which requires multiple treatments (including any period of recovery there from) either for restorative surgery after an accident or other injury, or for a chronic condition, i.e., cancer or kidney disease. The five day qualifying period is not required for each treatment.
Catastrophic sick leave for illness may be used for the employee as well as a member of the employee's immediate family residing in the employee’s immediate household.

Employees must promptly provide appropriate verification of a catastrophic illness or injury or catastrophic event to his Department Head or designee (e.g., medical certification of an employee’s illness).

Section 13.3: Sick Days Used

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

Section 13.4: Abuse of Sick Leave

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

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

ARTICLE XIV

ADDITIONAL LEAVES OF ABSENCE

Section 14.1: Discretionary Leaves

The Village may grant a leave of absence under this Article to any bargaining unit employee where the Village determines there is a 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 appropriate 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 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, both employee’s and spouse’s grandparents, children, grandchildren, parents, parents of spouse, brothers or sisters of employee, brothers or sisters of spouse, or any relative living in the employee’s household) an employee shall be granted three (3) consecutive work days as funeral leave if the employee attends the funeral or services in lieu of a funeral. Unpaid leave beyond such three (3) days may be taken, upon approval of the Police Chief, or his designee.

**Section 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 knows, 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 reports(s) as reasonably requested by 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 the first available opening in his classification.

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

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

Section 14.7: Non-Employment Elsewhere

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

Section 14.8: Family and Medical Leave

The Village may adopt policies to implement the Family Medical Leave Act in accordance with what is legally permissible under the Act.
ARTICLE XV
EMPLOYEE WELNESS AND FITNESS

Section 15.1: Fitness Examination
If there is a reasonable question concerning an employee’s fitness for duty, or fitness to return to duty, the Village may, at its own expense, require that the employee have an examination by a qualified and licensed physician.

Section 15.2: 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 to 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 telecommunicators of the Police Department.

Section 16.2: Prohibitions
Telecommunicators 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 telecommunicator’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 employee 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 employee to submit to alcohol or drug testing as set forth in this Agreement. The Village may also require a telecommunicator 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 telecommunicators prior to their date of hire, or upon promotion to another position within the Department.

**Section 16.4: Order to Submit to Testing**

Within forty-eight (48) hours of the time the telecommunicator is ordered to testing authorized by the Agreement, the Village shall provide the telecommunicator 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 telecommunicator’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 material from a telecommunicator to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the telecommunicator.
(d) Collect samples in such a manner as to preserve the individual telecommunicator’s right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Telecommunicators 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 telecommunicator 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 telecommunicator tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the telecommunicator’s choosing, at the telecommunicator’s own expense; provided the telecommunicator 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 telecommunicator’s interests.

(h) Require that with regard to alcohol testing, for the purposes of determining whether the telecommunicator 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 forgoing standard shall not preclude the Village from attempting to show that test results between .01 and .02 demonstrate that the telecommunicator was under the influence, but the Village shall bear the burden of proof in such cases).
(i) Provide each telecommunicator tested with a copy of all information and reports received by the Village in connection with the testing and test results.

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

**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 telecommunicator, 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 a telecommunicator based in part upon the results of a test, then the Council and/or the telecommunicator, with or without the Council, shall have the right to file a grievance concerning any portion of the test.

**Section 16.7: Voluntary Request for Assistance**

The Village shall take no adverse employment action against any telecommunicator 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 telecommunicator with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

(a) the telecommunicator agreeing to appropriate treatment as determined by the physician(s) involved;

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

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

(d) the telecommunicator agrees to submit to random testing during hours of work during the period of “after-care.”

Telecommunicators 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 telecommunicator on active status throughout the period of rehabilitation if it is appropriately determined that the telecommunicator’s current use of alcohol or drugs prevents such an individual from performing the duties of a telecommunicator or whose continuance on active status would constitute a direct threat to the property and safety of others. Such telecommunicator shall be afforded the opportunity, at his option, to use accumulated paid leave (i.e. vacation and compensatory time, if applicable) or take an unpaid leave of absence pending treatment.

**ARTICLE XVII**

**WAGES**

**Section 17.1: Telecommunicator Salaries**

Effective May 1, 2016, one and one-half percent (1.5%) shall be added to the wage matrix. This shall be retroactive on all hours worked or paid for all employees employed at the time the contract is signed by both parties.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Yearly</th>
<th>Hourly</th>
</tr>
</thead>
<tbody>
<tr>
<td>To End of 1st Year</td>
<td>$37,279.79</td>
<td>17.9229</td>
</tr>
<tr>
<td>To End of 5th Year</td>
<td>$47,248.16</td>
<td>22.7155</td>
</tr>
<tr>
<td>To End of 10th Year</td>
<td>$48,665.46</td>
<td>23.3969</td>
</tr>
<tr>
<td>To End of 15th Year</td>
<td>$50,103.63</td>
<td>24.0883</td>
</tr>
<tr>
<td>To End of 20th Year</td>
<td>$51,629.34</td>
<td>24.8218</td>
</tr>
<tr>
<td>To End of 21st Year</td>
<td>$53,178.20</td>
<td>25.5664</td>
</tr>
</tbody>
</table>

Effective May 1, 2017, one and three-quarters percent (1.75%) shall be added to the wage matrix.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Yearly</th>
<th>Hourly</th>
</tr>
</thead>
<tbody>
<tr>
<td>To End of 1st Year</td>
<td>$37,932.19</td>
<td>18.2366</td>
</tr>
<tr>
<td>To End of 5th Year</td>
<td>$48,075.00</td>
<td>23.1130</td>
</tr>
<tr>
<td>To End of 10th Year</td>
<td>$49,517.10</td>
<td>23.8063</td>
</tr>
<tr>
<td>To End of 15th Year</td>
<td>$50,980.44</td>
<td>24.5098</td>
</tr>
<tr>
<td>To End of 20th Year</td>
<td>$52,532.85</td>
<td>25.2562</td>
</tr>
<tr>
<td>To End of 21st Year</td>
<td>$54,108.82</td>
<td>26.0139</td>
</tr>
</tbody>
</table>
Effective May 1, 2018, two percent (2%) shall be added to the wage matrix.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Yearly</th>
<th>Hourly</th>
</tr>
</thead>
<tbody>
<tr>
<td>To End of 1st Year</td>
<td>$38,690.83</td>
<td>18.6014</td>
</tr>
<tr>
<td>To End of 5th Year</td>
<td>$49,036.50</td>
<td>23.5752</td>
</tr>
<tr>
<td>To End of 10th Year</td>
<td>$50,507.45</td>
<td>24.2824</td>
</tr>
<tr>
<td>To End of 15th Year</td>
<td>$52,000.05</td>
<td>25.0000</td>
</tr>
<tr>
<td>To End of 20th Year</td>
<td>$53,583.51</td>
<td>25.7613</td>
</tr>
<tr>
<td>To End of 21st Year</td>
<td>$55,191.00</td>
<td>26.5341</td>
</tr>
</tbody>
</table>

**Section 17.2: Mileage Allowance**

Effective the day after the 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

**Section 17.3: Specialist Pay**

Bargaining unit members who work the assignment of Communication Training Officer (CTO) will receive one and one half (1.5) hours of straight time pay for each shift worked that they actually perform such training duties.

**Section 17.4: Pre-Hire Agreement**

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

Section 18.1: 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 a union’s bargaining unit. Further, the village shall, to the extent required by law, make available to retired employees the ability to participate in its group insurance program for individual and dependent coverage, with premiums to be paid by the retired employee. Arrangements for reimbursement of premiums to the Village should be made with the Director of Human Resources.

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

However, prior to the Village making changes to the coverage and benefits of the group health and hospitalization insurance and life insurance coverage and benefits and prior to the execution of any agreements with insurers that would change group health and hospitalization insurance and life insurance coverage and benefits, the Village will notify the Union at least sixty (60) days in advance of such contemplated changes of the precise nature of those changes.

Upon request, the Village shall then meet with the Union for the purpose of obtaining the Union’s input regarding these changes. This notification does not impose an obligation upon the Village to bargain with the Union over these contemplated changes or to resolve and 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 a 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 any 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.

Section 18.2: Contribution

Effective the first pay period following the execution of the agreement, employees shall pay the percentage of the monthly premium cost for village-provided single or family health insurance coverage (dental and major medical insurance coverage) 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, 2016</td>
<td>7%</td>
<td>12%</td>
</tr>
<tr>
<td>May 1, 2017</td>
<td>7%</td>
<td>12%</td>
</tr>
<tr>
<td>May 1, 2018</td>
<td>9%</td>
<td>15%</td>
</tr>
</tbody>
</table>

ARTICLE XIX
EMPLOYEE AND OTHER STATUTORY RIGHTS

Section 19.1: Personnel Files
The Village agrees to abide by the requirements of the Illinois Personnel Records Review Act.

Section 19.2: Military Leave
Military leave shall be granted in accordance with applicable law.

Section 19.3: 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 XX
DISCIPLINE

Post-probationary employees shall be disciplined only for just cause. Any suspension or discharge may be appealed by the affected employee or the Labor Council through the grievance and arbitration procedure.

ARTICLE XXI
OUTSIDE EMPLOYMENT

No employee of the Village shall be employed in any other business, position or occupation that interferes or conflicts in any way with his Village position or with the full and proper performance of his duties. An employee engaged in outside employment must first notify the Chief of Police of such employment. The Village may deny or withdraw approval of outside employment for reasons which are not arbitrary and capricious.

ARTICLE XXII
LEGAL DEFENSE AND INDEMNIFICATION

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

ARTICLE XXIII
RESIDENCY

Employees shall be required to reside within the Village of Lansing as a condition of continued employment with the Village.
ARTICLE XXIV
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 Council agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXV
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 XXVI
DURATION

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

FOR THE VILLAGE OF LANSING:                                    FOR THE ILLINOIS FOP LABOR COUNCIL:

________________________________________________________________________

Dated: ____________________________                                    Dated: ____________________________
ARTICLE XXVI
DURATION

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

FOR THE VILLAGE OF LANSING:  

FOR THE ILLINOIS FOP LABOR COUNCIL:

Dated: 5.5.2017  

Dated: 3/11/17