

RESOLUTION NO. R-13- 15

**Approval of Dispatchers Union
Collective Bargaining Agreement
(May 1, 2011 – April 30, 2017)**

WHEREAS, the Village of La Grange negotiating team has met with representatives of the Illinois Fraternal Order of Police Labor Council (IFOPLC) to negotiate a new collective bargaining agreement with Telecommunicators;

WHEREAS, the Village of La Grange negotiating team and representatives of IFOPLC have mutually resolved all of the issues subject to said contract negotiations and agreed to sign a collective bargaining agreement governing those issues for the period beginning May 1, 2011 and ending April 30, 2017;

NOW, THEREFORE, BE IT RESOLVED by the Village of La Grange, County of Cook, State of Illinois, that the Village Board authorizes the Village President and Village Manager to sign the Agreement.

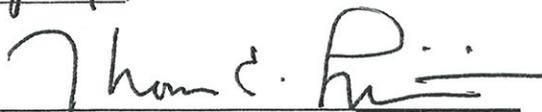
ADOPTED by the Village Board of Trustees of the VILLAGE OF LA GRANGE, Illinois the 26 day of August, 2013, pursuant to a roll call vote as follows:

AYES: Trustees Palermo, Nowak, McCarty, Langan, Kuchler, and Holder

NAYS: -0-

ABSENT: -0-

APPROVED this 26 day of August, 2013.


Thomas E. Livingston, Village President

ATTEST:


John Burns, Village Clerk

Agreement

Between

Village of LaGrange

And

Illinois Fraternal Order of Police

Labor Council

(Telecommunicators)

August 26, 2013 to April 30, 2017

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ARTICLE 1 AGREEMENT

This Agreement has been made and entered into by and between the Village of La Grange (hereinafter referred to as the "Village") and Illinois Fraternal Order of Police Labor Council- Telecommunicators (hereinafter referred to as the "Union" or "Labor Council") on behalf of its members this 26th day of August, 2013.

ARTICLE 2 PREAMBLE

In order to further promote harmonious employment relations through a mutual process, to provide fair and equitable treatment to all full time telecommunicators and to the Village, to promote the quality and continuance of public service, to specify wages, hours and other conditions of employment, and to provide for the prompt, equitable and peaceful resolution of disputes, the parties agree as follows:

ARTICLE 3 RECOGNITION

Pursuant to the certification by the Illinois State Labor Relations Board, Case No. S-RC-11-041, the Village hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative for the following employees:

Included: All persons employed full time by the Village of LaGrange in the following title:
Telecommunicator

Excluded: All other employees of the Village of LaGrange.

The Union shall provide the Police Chief, in writing, with the names of the Unit Representatives of the Local Union on an annual basis, and within 30 days of any changes in the composition of the Executive Board of the Local Union.

ARTICLE 4 MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the budget and allocate budgetary priorities; to determine the places, means, methods and number of personnel needed to carry out the Village's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work, performance and productivity standards, and, from time to time, to change those standards; to schedule and assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders, and policies; to demote, discipline, suspend and discharge employees for cause (probationary employees without cause); to hire, promote, transfer and train employees; to change or eliminate existing methods, equipment or facilities; to layoff and / or relieve employees from work; to contract and / or subcontract out for goods and services; to

determine whether work is to be performed by employees covered by this Agreement or other employees or non-employees; to use temporary, or other employees as the Village deems appropriate; to evaluate performance and productivity; and to take any and all actions as may be necessary to carry out the mission of the Village.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE 5 UNION ACTIVITY

Section 5.1 Union Representative Access

Duly authorized Union representatives (no more than two at a time) will be permitted access at reasonable times for the purpose of representing employees pursuant to the provisions of this Agreement. The business representatives will be identified to the Chief of Police and on each occasion will first secure the prior approval of the Chief of Police to enter and conduct their business on premises, such approval not to be unreasonably denied. The Union representatives will conduct their business so as not to interfere with Village operations or interrupt the work of any bargaining unit employee. Absent approval of the Village, visits to Village premises shall be limited to inspections of working conditions for safety and contract compliance reasons.

Nothing herein is intended to permit the Union to hold general Union meetings or contract ratification votes on Village premises.

The Union will not abuse this privilege, and such right of entry / access shall at all times be subject to general department and safety rules applicable to non-union employees.

Section 5.2 Time Off for Union Activities

Up to two (2) Local Union representatives, defined as Unit Representatives of the Local Union, shall be allowed time off without pay for legitimate Union business such as Union meetings, state or area-wide Union committee meetings, or state or international conventions, subject to the following conditions:

1. Such representative shall give a minimum of fourteen (14) days notice before the shift change to his/her supervisor of such absence;
2. Such representative shall be allowed such time off only if it does not interfere with the operating needs of the Village;
3. The employee may utilize any accumulated paid leave time (holiday, compensatory, vacations, etc.) in lieu of taking such without pay; and
4. The absence will not result in overtime and there are sufficient number of qualified employees scheduled to work on the planned days of absence.

Section 5.3 Grievances

Only one (1) grievant attending a grievance meeting or hearing while on duty shall receive straight time pay while attending said meeting or hearing between the Village and the Union.

One employee required to act as a Union representative in a grievance meeting scheduled by the Village and the Union during said employee's regularly scheduled working hours shall not suffer a loss of regular straight time pay for attending the meeting. The Union must, however, provide the Village with reasonable advance notice of who needs to be released for such grievance meetings so that the meetings can be scheduled in such a way to avoid interference with the work of the Village. No employee attending a grievance meeting or representative attending a meeting shall be paid for attending such meetings in his representational capacity outside of his scheduled working hours.

All other time spent on Union activities shall be considered non-work time, except as otherwise provided within this contract.

Section 5.4 Negotiations

If scheduling a bargaining session necessitates a member of the Union negotiating team to miss work, the employee will be permitted to take paid time off or switch shifts if he or she chooses. Otherwise, the employee must take unpaid time off from the Village.

Section 5.5 Bulletin Boards

The Village shall permit the Union to have a bulletin board, the size and location of which shall be mutually agreed to by the parties. The board shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature, and shall be limited to notices and other Union-related information material. Any material posted on the bulletin board found to be objectionable to the employer will be communicated to the Union and immediately removed by the Village.

Section 5.6 Intimidation or Coercion

Neither the Union, nor its officers, members, representatives or agents will intimidate or coerce employees into joining or continuing their membership in the Union.

ARTICLE 6 NO STRIKE – NO LOCKOUT

Section 6.1 No Strike

During the term of this agreement neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the-rule situation, mass resignations, mass absenteeism, refusal to cross a picket line, picketing (with respect to wages, hours and conditions of employment or any other labor dispute with the Village) for or against the Village or at the home or outside business of any supervisor or elected official of the Village, 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, and the only issue that may be used in any proceeding in which such discipline or discharge is challenged 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 instance nor is it a precedent.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. Such officer or steward of the Union shall disavow such action and shall remain at work, working, in a paid status during any related activity. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct the employees verbally and in writing to return to work immediately and shall use their best efforts to achieve a prompt resumption of normal operations.

Section 6.2 No Lockout

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

Section 6.3 Judicial Restraint

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

ARTICLE 7 EMPLOYEE DISCIPLINE

Section 7.1 Discipline Files

Telecommunicators shall be provided a copy of any written notice of oral reprimand reduced to writing, written reprimand, unpaid suspension or discharge prior to or shortly after its inclusion in the Telecommunicator's personnel and / or disciplinary files.

When practicable, before a Telecommunicator is discharged or suspended, the Employer shall offer to provide such employee with notice of the charges giving rise to the contemplated action, an explanation of the evidence giving rise to the charges, and an opportunity to be heard on / or to respond to such charges. Nothing herein shall prohibit the Employer from summarily suspending an employee with or without pay pending an investigation into serious misconduct.

Section 7.2 Right to Representation

Telecommunicators shall have a right to request and upon request of the employee, have a Union Steward present during an investigatory interview that the employee reasonably believes may lead to disciplinary action. Such representation request shall not unreasonably delay such inquiry, investigation, questioning, interview or interrogation.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1 Definition

A grievance is defined as a dispute or difference of opinion raised by an employee or the Union against the Village, involving the meaning, interpretation or application of an express provision of this Agreement.

Section 8.2 Procedure

The parties acknowledge that it is usually most desirable for an employee and his/her immediate non-bargaining unit supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

- STEP 1: Any employee who has a grievance or the Union shall submit the grievance in writing to the employee's immediate non bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within fifteen (15) calendar days after the grievance is presented.
- STEP 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief or his designee within ten (10) calendar days after receipt of the Village's answer at Step 1. 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, may at his discretion, meet with the grievant and, if the grievant so desires, a Union representative, in an effort to resolve the grievance ten (10) calendar days after the Police Chief receives the grievance. The Police Chief, or his designee, shall respond to said grievance in writing within fifteen (15) calendar days after said written grievance was filed with the Police Chief.
- STEP 3: If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Village Manager or his designee within ten (10) calendar days after receipt of the Village's answer at Step 2. Within ten (10) calendar days of the receipt of the Union's appeal, the Village Manager or his/her designee may, at his/her discretion, convene a meeting including, but not limited to, the grievant, and if the grievant so desires, a Union representative, and the Police Chief or his/her designee, to review the grievance and the finding arrived at in Step 2. Said meeting shall be held at a mutually agreeable time with all parties. The Village Manager or his/her designee shall render a written response to all parties involved within twenty (20) calendar days of the meeting date, or if there is no meeting, within twenty (20) calendar days after the written grievance was received by the Village Manager at Step 3.
- STEP 4: In the event that the matter is not settled in Step 3, the Union may request that the grievance be submitted for binding arbitration by giving written notice to the Village Manager within ten (10) calendar days after the Village Manager or his designee's answer in Step 3.

The parties shall then attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator within twenty (20) calendar days after the request for arbitration has been filed, they shall jointly request the Federal Mediation and Conciliation Service to submit a list of the names of seven (7) arbitrators drawn from members of the National Academy of Arbitrators, and who are residents of Illinois or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt of the panel, the parties shall alternately strike the names of arbitrators. The order of alternate striking shall be determined by a coin toss with the loser striking first.

1. The arbitrator shall be notified of his/her selection and shall be asked to set a time and place for the hearing, subject to the availability of Union and Village representatives.

2. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later.
3. The fees and expenses of the arbitrator 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. If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available, without charge, to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

Section 8.3 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 decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 8.4 Grievance Form

The written grievance required under this Article shall be on a form provided by the Union, a sample copy of which is attached as Appendix B to this Agreement. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that allegedly have been violated, the date of the alleged violations, and the relief being sought. The form shall be signed and dated by the Grievant and/or his representative. Typographical errors will not be grounds for denying a grievance.

Section 8.5 Time Limit for Filing

No grievances shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. 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 may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 8.6 Union Responsibility

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit set forth herein fairly, pursuant to the grievance procedure.

Section 8.7 Disciplinary Grievances

Disciplinary grievances involving oral and written reprimands may be processed through the grievance procedure through and including Step 3, but shall not be subject to arbitration.

ARTICLE 9 LABOR/MANAGEMENT MEETINGS

At the request of either party, the Union and the Village or their designees shall meet quarterly, or more often if so agreed, to discuss matters of mutual concern that do not involve negotiations or grievances. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Union and the Village. Committee meetings shall consist of up to three (3) union representatives (whether employees or outside representatives) and up to three (3) Village representatives. Nothing herein shall prohibit the parties from agreeing to have additional representatives attend from each side when warranted. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) calendar days prior to the date of the meeting.

Such meeting times and locations, if mutually agreed upon, shall be limited to:

- A. discussion on the implementation and general administration of this Agreement;
- B. a sharing of general information of interest to the parties; and
- C. items concerning safety issues.

Prior to the parties agreeing to meeting times, the Union shall notify the Village of any employees it intends to have represented at the meeting. If such a meeting is then scheduled during the regular working hours of any employee reported to be on the committee, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved.

A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement. The Labor Management Committee is intended to improve communications and shall be advisory only.

ARTICLE 10 SENIORITY

Section 10.1 Seniority

Seniority shall be based on the length of time from the last date of beginning continuous full time employment in any position covered by this Agreement, less adjustments for approved leaves of absence without pay of more than thirty (30) calendar days, unless otherwise required by state or federal law. Military leaves of absence shall not affect seniority.

Section 10.2 Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged or terminated for just cause (probationary employees without cause);
- c) retires;
- d) falsifies the reason for a leave of absence;
- e) fails to report for work within forty-eight (48) hours after the conclusion of an authorized leave of absence, unless the employee can establish to the Village's satisfaction that their failure to report was clearly due to circumstances beyond their control;
- f) is laid off and fails to notify the Village of his intent to return to work by the day he is so ordered to notify the Village;
- g) is laid off for a period in excess of eighteen (18) months;
- h) does not perform work for the Village (except for layoff covered in subsection g above, or military service) for a period in excess of one year, unless an employee remains on an approved unpaid leave of absence; or
- i) is absent for two (2) consecutive working days without notifying the Village, unless the employee can establish to the Village's satisfaction that their failure to notify the Village was clearly due to circumstances beyond their control.

Section 10.3 Seniority Conflicts

If two (2) or more employees have the same seniority date as defined above in either Section 10.1 or Section 10.2, then the order of seniority shall be determined first by test score (in the event a test was used in the hiring process) and then by coin toss, if necessary.

Section 10.4 Seniority List

On or before December 31 of each year, the Village will post on the Union bulletin board a seniority list setting forth each employee's seniority dates, and provide a copy of such list to a Union representative. 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 fifteen (15) calendar days after the list is posted.

Section 10.5 Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twelve (12) months of actual work. During an employee's probationary period, the employee may be terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon a full-time employee's successful completion of the probationary period, the employee shall acquire seniority which shall be retroactive to the last date of hire with the Village in a position covered by this Agreement.

ARTICLE 11 LAYOFF & RECALL

Section 11.1 Notice of Layoff

The Village, in its discretion, shall determine whether layoffs are necessary. Absent an emergency, the Union and the initial affected employee(s) shall be notified in writing at least fourteen (14) calendar days in advance of

the effective date of such layoff. If it is determined that layoffs are necessary, Telecommunicators covered by this Agreement will be laid off in accordance with their seniority (the least senior being the first to be laid off) provided sufficient Telecommunicators remain that are qualified to perform the work without further training. The Village shall provide the Union with the names of all bargaining unit employees to be laid off prior to the first layoff.

Section 11.2 Recall and Notice of Recall

Employees who are laid off pursuant to the above paragraph shall be placed on a recall list for eighteen (18) months following the date of layoff. If there is a recall in the job classification from which the employee was laid off, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled. The employee may be subject to physical and psychological examinations, as well as an updated background check in order to determine if the employee is presently qualified. It is understood and agreed that after an eighteen month layoff period, the employee is no longer subject to recall.

It shall be the responsibility of an employee on the recall list to provide the Village with an address to which a recall notice can be sent. Any employee who declines a recall or fails to respond within seven days after the certified mailing date of the recall notice shall forfeit further recall rights.

Section 11.3 Effects of Layoff

During the term of this Agreement, if the Village exercises its discretion to layoff a employee, then the employee shall be afforded an opportunity to maintain the health insurance offered by the Village by paying, in advance, the full applicable monthly premium for individual or family insurance coverage. If an employee opts to maintain medical insurance under this Section, then such employee shall be permitted to continue the insurance coverage pursuant to COBRA. Employee rights and benefits under this Section are subject to the terms and conditions of the applicable insurance policy or plan.

ARTICLE 12 PERSONNEL FILES

The Village personnel files shall be kept, maintained and subject to inspection pursuant to applicable Illinois law, as it may from time to time be amended.

ARTICLE 13 DUES DEDUCTION

Section 13.1 Dues Deduction

The Village agrees to deduct from the pay of those employees who are Union members and have individually requested the following:

A. Union Membership Dues

Upon receipt of the appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted semi-monthly to IFOP, at the address designated in writing by the Union (Appendix C). The Union shall advise the Village of any increase in the fair share deduction in writing at least thirty (30) days prior to its effective date.

Section 13.2 Fair Share

Employees covered by this Agreement who are not members of the Union or do not make application for membership within thirty (30) days of employment shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process and contract administration. The proportionate fair share payment as certified to be current by the Union (not to exceed the amount of Union dues) shall be deducted by the Village from the earnings of the non-member each pay day. Requests for said deduction shall be made on the attached payroll deduction form (Appendix D).

Section 13.3 Withdrawal from Union

A Union member desiring to revoke his / her Union membership may do so upon thirty (30) day written notice to the Village and the Union. Thereafter, such employee(s) shall pay his / her fair share in accordance with Section 13.2 of this Article.

Section 13.4 Indemnification

The Union shall indemnify, defend and hold harmless the Village, its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for reasonable legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article 13.

ARTICLE 14 WORK SCHEDULE

Section 14.1 Application of Article

This Article is intended to establish employees' hours of work and to define and provide the basis for the calculation and payment of overtime. Nothing in this Agreement shall be construed as a guarantee of hours of work or overtime per day, per week, or per pay period. Nothing contained herein shall be construed as preventing the Village from restructuring the normal work day or work period for the purpose of promoting efficiency of governmental operations or from establishing work schedules of employees if that should be determined appropriate by the Village in its discretion.

Section 14.2 Normal Work Schedule – Current Normal Work Schedule

The normal work period for bargaining unit members for scheduling purposes is twenty-eight (28) days in duration. Work periods begin on Saturday at 11 p.m. and end on Saturday, twenty-eight (28) days later, at 10:59 p.m.

The current normal work schedule for employees is the schedule that was in effect prior to the execution of this Agreement, which is commonly referred to as a 6-2/6-3 schedule, in which the hours and days worked per week vary, but employees on average are scheduled to work 2080 hours in a calendar year. The schedule for each work period shall be established at least twenty-eight (28) calendar days prior to the beginning of that work period. It is understood and agreed that individual employee assignments or work hours may be changed by the Department as necessary with reasonable notice under the circumstances to the employee.

Section 14.3 Normal Work Day

The normal work day for employees shall include a thirty (30) minute paid lunch period and a paid rest period of fifteen (15) minutes in each half of the shift period, any of which may be interrupted or precluded to attend to Department business, at the discretion of a supervisor. For those individuals whose normal work day exceeds

twelve (12) hours, two (2) paid lunch periods may be requested subject to the same restrictions outlined in this Section.

A lunch or rest period which is interrupted or precluded shall be resumed or provided later in the same work day if the work load permits, but in no case shall an employee be entitled to extra compensation for any lunch or rest time not taken.

Lunch and rest periods as described in this Section shall be counted as "Hours Worked" for overtime calculation purposes.

It is generally understood that Telecommunicators will use the designated break room for eating meals during breaks and lunch. If due to heavy or increased workload a Telecommunicator working alone is unable to leave the Dispatch center, a Telecommunicator will be permitted to eat lunch at a separate area away from the live 9-1-1 work station within the Dispatch center, as designated by the Village. It is understood that the designated area will be kept clean and in a sanitary condition at all times.

Section 14.4 Ready to Work

Employees shall report to work dressed and prepared to start work at the designated starting time (the beginning of the employee's shift).

Section 14.5 Changes in Date and Time

All changes in time that may be associated with the adjustment to and from daylight savings time shall not alter the normal work shifts and shall be treated as a normal work day; except that Telecommunicators working an additional hour shall be compensated at the applicable hourly rate of pay or equal compensatory time at the Telecommunicator's discretion and Telecommunicators working a diminished hour shall have the option of remaining at work an additional hour or cashing in one (1) hour of compensatory time to offset the loss in pay for the hour.

Section 14.6 Overtime Pay

For so long as the Village operates the current 6-2/6-3 schedule, the Village is deemed to have elected the overtime exemption permitted pursuant to Section 207(b) of the Fair Labor Standards Act (29 U.S.C. § 207(b)) and to have established a "Section 7(b)" plan (also known as a "1040/2080" plan) as set forth in the attached Side Letter of Agreement. Employees shall receive overtime at a rate of 1.5 times the employees' regular hourly rate of pay for all hours worked beyond the number of hours an employee was scheduled to and actually did work in the Village's seven (7) day FLSA work cycle (Saturday through Friday) as described in the Side Letter of Agreement. Compensatory time, paid lunches, vacation leave, floating holidays, paid sick leave, paid holidays (as defined in Section 15.4; no pyramiding holiday pay with paid hours worked or other paid time off taken on the holiday) and funeral leave shall be considered as hours worked for the purpose of calculating overtime. All other leaves including, but not limited to, other paid or unpaid excused absences from work, administrative leave, workers' compensation leave, or absence due to disciplinary reasons shall not be considered as hours worked for the purpose of calculating such overtime payments.

Section 14.7 Travel for Training

When an employee is required by the Village to attend a conference, seminar, technical meeting and /or training program, then the employee shall be paid by the Village his or her applicable hourly rate of pay for:

- A) Actual time spent at such meetings;

- B) Travel time for training or courses outside the Chicago Metropolitan Area (Seven County Region – Cook, Du Page, Lake (Illinois), Mc Henry, Kane, Will and Lake (Indiana)):
- 1) As a driver
 - 2) As a passenger if the trip is all in one day
 - 3) As a passenger if trip is overnight for travel during normal work hours;
- C) For training or courses within the Chicago Metropolitan Area, travel time between the Police Department and the training or courses, to the extent, if any, the employee is required to report to the Department before and /or after attending the training or courses.

Any other time spent outside the classroom, such as study time, group discussions, etc. is solely at the employee's personal discretion and will not be considered hours worked unless approved in advance in writing.

When an employee is required to use his/her own automobile, the employee will be reimbursed at the IRS mileage rate for any miles beyond those of the employee's round trip commute from home to the Village. Employees may be reimbursed for meals and necessary overnight stays to the extent permitted by the Village's reimbursement policy applicable to unrepresented employees, as that may change from time to time.

This Section does not apply to courses which an employee elects to take under the Tuition Reimbursement Section of this Agreement.

Section 14.8 Bidding of Shifts

Bidding of shifts will take place on an annual basis no later than November 1 of each year. Shift assignments will run from January to December each year. In making shift assignments, the Department will give due consideration to employee seniority, however, the Department shall have final discretion in making assignments, which shall not be done in an arbitrary and capricious manner. In the event an employee's seniority does not control an assignment, upon request of the Union the Chief will meet to discuss the reasons for the assignment.

When a new Telecommunicator has completed their training period and has been approved by the Department for shift assignment, any existing vacant positions will first be offered to current full-time telecommunicators for bid in accordance with the process set forth above before the new telecommunicator is assigned a shift. Any Telecommunicator changing shift assignments due to this occurrence will not be guaranteed their holiday or vacation time off previously scheduled however every effort (short of causing overtime) shall be made to honor the Telecommunicator's previously scheduled holiday or vacation time off.

If a change in schedule occurs at no fault to the Telecommunicator all scheduled holiday and vacation time shall be honored by the employer.

Notwithstanding the foregoing, the Village shall have the right to transfer employees who have been assigned to a shift under this Section in order to meet the operational needs of the Department at any time.

Section 14.9 Temporary Shift Trading

Temporary shift trading is permitted as long as no overtime is incurred and is subject to the approval of the Police Chief or his or her designee.

Section 14.10 No Pyramiding

Compensation shall not be paid or compensatory time taken more than once for the same hours under this Agreement. There shall be no pyramiding of overtime or premium compensation rates.

Section 14.11 Compensatory Time

In situations where the Village determines it to be in the best interests of the Village and mutually agreed to by the Village and the affected employee, the Village shall grant compensatory time off to employees in lieu of overtime payment at the applicable rate. No employee shall be permitted to accrue more than a maximum of eighty (80) hours of compensatory time off (which is equal to 53.33 hours worked at time and one half) at any given time.

Overtime approved to be taken as compensatory time must be so indicated by the employee on his daily time sheet or else it will be paid as overtime. Requests to schedule compensatory time must be made at least seven days in advance (absent an emergency), and are required to be made in writing and shall be granted in such time blocks as are mutually agreed upon between the employee and the Village. The Village will consider requests made less than seven days in advance, although employees submitting such requests must understand that given the short notice it is far less likely their request will be granted. At the option of the Village, compensatory time shall be cashed out no more than once each fiscal year per employee with ninety (90) days' notice to the affected employee(s).

Section 14.12 Required Overtime – Call Out

It is recognized by the Union that the Village has the right and responsibility to schedule overtime work as required. An employee may not refuse an overtime assignment. In the event the Village desires to amend the current Call Out Policy in regards to Dispatchers (Policy 219), the Village will notify the Union and discuss.

Section 14.13 Required Training and Meetings on Off Duty Time

The Police Chief or his or her designee may require Telecommunicators to attend training and / or other work related meetings. Telecommunicators required to attend training, on off-duty time, will be compensated for a minimum of one (1) hour at the applicable hourly rate, or the actual time worked, whichever is greater.

ARTICLE 15 HOLIDAYS

Section 15.1 Holidays with Pay

All Telecommunicators covered under this Agreement shall be allowed the following holiday benefits:

The following are paid holidays for eligible Telecommunicators:

New Year's Day	January 1
President's Day	Third Monday of February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in Sept.
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in Nov.
Christmas Day	December 25

All Telecommunicators covered under this Agreement shall observe the holiday on the day stipulated above.

Section 15.2 Administrative Holidays

In addition to the above-mentioned holidays, all employees in the bargaining unit shall be granted additional holidays equal to, but not exceeding, those granted to non-unionized Village employees for the day after Thanksgiving, Christmas Eve and New Year's Eve. Regular full time employees are eligible for pay on an Administrative Holiday at their regular hourly rate of pay according to the number of hours scheduled in a regular work day, not to exceed eight (8) hours. For partial day Administrative Holidays, compensation shall not exceed what is given to non-union employees. It is understood that employees shall not receive any holiday premium pay for working or not working on these additional holidays.

Section 15.3 Day Before and After Holiday

Employees scheduled to work on a holiday shall do so. Any employee who has taken an unauthorized absence on the day before or after a holiday will not receive pay for that holiday. Likewise, any employee absent from work due to reasons chargeable to sick leave on the employee's scheduled work day preceding and/or the day following a holiday may be required to present a doctor's verification of eligibility for leave in order to receive regular compensation for the holiday.

Section 15.4 Holiday Pay

Shift personnel who meet the eligibility requirements of this Section will be compensated in one of the following manners:

- A. If the employee works his complete scheduled shift on a holiday, compensation shall be paid for an additional twelve (12) hours at straight time pay in lieu of a day off.
- B. If a holiday falls on an employee's regularly-scheduled day off, yet the employee works part or all of a full shift on a holiday, compensation shall be paid for the actual hours worked plus an additional eight (8) hours at straight time pay in lieu of a day off.
- C. If a holiday falls on an employee's regularly-scheduled day off, and the employee does not work that day, he/she shall be paid for an additional eight (8) hours at straight time pay in lieu of a day off.

It is understood that these straight-time hours are not considered as hours worked for the purpose of calculating overtime with the following exception: where an employee's regularly scheduled shift falls on the holiday but the employee takes the holiday off, meaning the only compensation received for that day off is for the hours the employee was otherwise scheduled to work.

Employees whose normal work day extends from one calendar day into another, or who work overtime from one calendar day into another, shall be considered to be working on the calendar day on which they work the majority of their hours for that normal work day or overtime period for the purpose of determining when holiday pay is applicable.

Section 15.5 – Floating Holidays

All employees in the bargaining unit shall be given, in addition to the nine (9) paid holidays mentioned in Section 1 of this Article, two eight (8) hour paid floating holidays (for a total of 16 hours per fiscal year). The two floating holidays will be credited to all regular full-time employees on May 1, or date of hire for new employees hired between May 1 and October 31 during their first year of employment. All new employees hired between November 1 and April 30 are not eligible for a Floating Holiday until the following fiscal year (May 1).

Floating holiday leave time shall be scheduled and approved by the Police Chief or his/her designee and scheduled in accordance with the Police Department's normal rules of operation. Floating holidays must be used by the employee in the fiscal year in which it was earned.

ARTICLE 16 LEAVES OF ABSENCE

Section 16.1 Leaves of Absence Without Pay

The Village may, in its discretion, grant a Telecommunicator a Leave of Absence without pay for a period not to exceed six (6) months. Telecommunicators on unpaid leave in excess of thirty (30) days shall be responsible for the full cost of insurance premiums during the term of the leave and shall neither earn nor accrue any benefits while on such leave. It shall be the employee's responsibility to contact the Finance Department and arrange for any continuation of benefits only to the extent required by state and federal law which the employee may desire to receive while on a Leave of Absence Without Pay.

No Leave of Absence Without Pay shall be granted except upon written request of the employee and upon completion of a Request for Leave form, available from the Finance Department. All requests are subject to the approval of the Police Chief and Village Manager or his designee.

Unless otherwise agreed to by the Village in its discretion, benefits shall not accrue, seniority shall not be earned, nor shall salary adjustments take place during any unpaid leave of absence in this Article or otherwise in excess of thirty (30) days, unless required by Federal Law.

Upon expiration of a regularly-approved Leave of Absence Without Pay, the employee will be reinstated to the position held at the time leave was granted, unless the employee would have been laid off had he continued to be employed and would still be on layoff at the time he seeks reinstatement. In such an event, the employee will be placed on the recall list in the order he would have been in had he not been on leave.

A leave of absence under any provision of this Article or the Sick Leave Article will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in such employment elsewhere (including self-employment) without prior approval from the Village while on any leave of absence provided in this Article or the Sick Leave Article may be immediately terminated by the Village. This section shall not apply to vacation, floating holidays, paid holiday time off, or compensatory time off.

Section 16.2 Death in Family Leave

In the event of a death in the family, an employee covered by this agreement shall be eligible for paid Death in Family Leave when approved by the Police Chief or his/her designee in accordance with the following schedule:

- A. Up to three (3) regular work days each fiscal year if said death or place of funeral occurs within 250 miles of La Grange, IL, or
- B. Up to five (5) regular work days each fiscal year for a death or place of funeral which occurs over 250 miles from La Grange, IL.

Absence may be extended at the sole discretion of the Police Chief and the Village Manager or his/her designee. The additional leave days will be deducted from the employee's other accrued leave

time or Leave of Absence Without Pay. The family shall be defined as the employee's spouse, children, mother, father, grandparents, grandchildren, legal guardian, brothers and sisters, and those of the employee's spouse. Family is also defined to include equivalent current step family members.

In the event of a death outside of the employee's family as defined above, the employee may use other accrued leave time or Leave of Absence Without Pay, subject to the approval of the Police Chief or his/her designee.

Section 16.3 Sick Leave

Sick Leave shall only be used for the purpose for which it was intended, that being to provide an employee protection against loss of pay due to illness or disability. Sick Leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee, or care for the employee's immediate family as provided for in Subsection 16.7. Sick Leave may not be converted into any other form of compensation, except as provided for in Subsection 16.10.

- A.. Abuse of Sick Leave — The Police Chief shall have the authority to establish departmental rules governing what constitutes abuse of Sick Leave. A physician's certificate is not always necessary for the Police Chief or his / her designee to establish abuse. If the Police Chief has determined that the employee has abused Sick Leave privileges, the employee will not be paid for time taken off under the pretense of illness or disability. Furthermore, the employee will be subject to discipline, up to and including discharge.

Grounds for suspecting abuse of Sick Leave include, but are not limited to, the following circumstances during any day for which Sick Leave is claimed:

1. Where an employee is engaged in other employment; or
 2. Where an employee is engaged in activity, or being present in a place inconsistent with a claim of illness or disability.
- B. Becoming Ill During the Work Day — In the event that an employee becomes ill during the work day, the Village may send the worker home for his own well-being and the well-being of fellow workers. Time off that day shall be chargeable to the employee's accrued Sick Leave; other accrued leave time if Sick Leave is not available; Family and Medical Leave, if applicable; or as a Leave of Absence Without Pay if no accrued leave time is available.
- C. Use by Probationary Employees — A probationary employee may use accrued Sick Leave upon the completion of ninety (90) days of employment.
- D. Scheduling Medical and Dental Appointments During Work Hours — Employees are encouraged to avoid scheduling medical and dental appointments during work hours. If such appointments cannot be scheduled outside of the employee's regular work hours, accumulated Sick Leave, or other forms of accumulated leave, may be used subject to the operating needs of the Department and prior supervisory approval.

Section 16.4 Accumulation of Sick Leave

All regular full-time employees shall accumulate Sick Leave at the rate of eight (8) hours for each full month of employment. Sick Leave may be accumulated to a maximum of seventeen hundred and twenty eight hours (two hundred sixteen eight (8)-hour work days). In addition, employees may accumulate Sick Leave while using Sick Leave for illnesses or disabilities lasting less than two-hundred-sixteen (216) calendar days.

Employees who begin work on or before the fifteenth (15th) day of each month shall earn Sick Leave for the entire month. Employees who begin work after the fifteenth (15th) day of each month will not accrue Sick Leave for that month.

Sick Leave shall not be accumulated during any period an employee is laid off, serving a suspension in excess of thirty (30) calendar days or on an unpaid leave of absence unless otherwise required by state or federal law. However, there shall be no such limitation on the accumulation of Sick Leave due to work-related injuries or illnesses compensable under Workers' Compensation.

Sick leave shall be used in two (2) hour increments.

Section 16.5 Reporting

Notice of absence due to illness or disability shall be given by the Telecommunicator to the Dispatch Center who in turn shall notify the on-duty Watch Commander or appropriate Shift Supervisor as far in advance of starting time for the scheduled work period as is reasonably possible, but generally no later than two hours prior to the Telecommunicator's scheduled start of work. Extenuating circumstances or emergency situations may preclude the two (2) hour notification. On any day an employee is sick, the Shift Supervisor has the right to contact the employee to verify the need for sick leave. During any period of illness or disability, a Telecommunicator shall notify the employer as illustrated above on a daily basis, unless the employee is directed otherwise by the Police Chief or designee, notifying the Dispatch Center of their condition. Failure to report on a daily basis or as otherwise directed by the Police Chief or designee may result in loss of pay and discipline, up to and including discharge

An employee shall not engage in any other employment during the time he is granted the use of accrued Sick Leave, nor engage in activities which would be a violation of the Abuse of Sick Leave Section 16.3.

Section 16.6 Medical Certification

When an employee uses accumulated Sick Leave, the Village may require a certificate from a physician to:

- A. Attest to the illness or disability; and/or
- B. Attest that the employee is fit to return to duty.

When an employee is on Sick Leave, the Village retains the right to require an employee to see a physician of the Village's choice, at the Village's expense.

Section 16.7 Use of Sick Leave for Care of Immediate Family

Employees may use accrued Sick Leave in the event of a serious illness or disability involving a member of their immediate family. For purposes of this Subsection, the immediate family shall be defined as an employee's son or daughter, spouse, parent, parents-in-law, grandparents or grandchildren. Leave may be granted provided one or more of the following circumstances exist:

- A. It is necessary or required that the employee provide health care to that immediate family member.

- B. It is necessary for the employee to take an immediate family member to a medical facility for care or treatment. This includes being present during and immediately after initial care or treatment.
- C. Requiring the employee to report to work would cause a serious hardship on the family member.

Each request for leave must state the nature of the illness or disability and shall be considered on a case-by-case basis by the Police Chief or his designee. Verification that Sick Leave was used for its intended purpose within this Subsection for any absence, regardless of term, must be furnished by the employee if requested by the Police Chief or his / her designee. Failure to provide verification shall be grounds for Leave of Absence Without Pay and disciplinary action, up to and including discharge.

The use of Sick Leave to provide health care to a member of the employee's immediate family shall be limited to five (5) work days each fiscal year.

Section 16.8 Insufficient Sick Leave

If a Telecommunicator's illness or disability exceeds the amount of accrued Sick Leave, the Telecommunicator may use accrued Vacation Leave; Compensatory Time; Floating Holiday; Safety Day; Family and Medical Leave, if eligible; or be placed on Leave of Absence Without Pay.

Section 16.9 Payment for Unused Sick Leave upon Retirement

The pay out of authorized accrued sick leave at the time of retirement will be provided at the same level afforded to non-union employees.

Section 16.10 Family Medical Leave Act

The parties agree to the terms set forth in the Family Medical Leave Act policy as stated in the Village's Personnel Policy Manual as it may be changed from time to time. The Employer agrees to comply with the Family Medical Leave Act of 1993, as amended ("FMLA") and the rules and regulations issued in conjunction therewith.

Section 16.11 Family and Medical Leave Concurrent with Sick Leave

Time off taken as Sick Leave, which is attributable to a serious health condition for the employee, will run concurrently with Family and Medical Leave and will count towards the twelve (12)-week entitlement provided by law.

Section 16.12 Military Leave

Telecommunicators who enter the Armed Services of the United States or who are members of the National Guard or any of the reserve components of the Armed Services of the United States shall be entitled to all the rights and privileges conferred by any applicable State or Federal law, Act, Executive Orders or regulations.

An employee who fails to report to work within the time period prescribed by law will be considered Absent Without Leave and is subject to those rules contained in the Village's Personnel Manual.

Section 16.13 Jury Duty

Telecommunicators covered by this Agreement must submit a copy of their Jury Duty notice to the Chief of Police or designee immediately upon receipt and shall be granted a Leave of Absence for required Jury Duty. If possible, Telecommunicators shall have their hours of work adjusted so the Jury Duty will occur while scheduled on duty.

Telecommunicators shall forfeit Jury Duty pay to the Finance Department and then shall receive their regular salary for the period of Jury Duty, except that no overtime will be paid for any Jury Duty. Telecommunicators may retain payment for mileage, parking and other out-of-pocket expenses reimbursed through the court system. Telecommunicators are entitled to retain Jury Duty pay when such duty is served on a regularly-scheduled day off.

Section 16.14 School Visitation Leave

The Village shall provide School Visitation Leave pursuant to the Village's Personnel Manual and applicable Illinois Law as it may from time to time be amended.

ARTICLE 17 PAID VACATION

Section 17.1 Vacation Allowance and Eligibility

Except as provided for in Section 16.1, regular full-time employees who are eligible shall accumulate vacation leave in the following manner:

- A. Starting at the commencement of employment through the completion of the fifth (5th) year of employment, employees shall accrue Vacation Leave at a rate of .83 days per months (10 8-hour days per year).

Employees who begin work on or before the fifteen (15th) day of each month shall earn Vacation Leave for the entire month. Employees who begin work after the fifteenth day of each month will not accrue vacation time for that month.
- B. Starting at the commencement of the sixth (6th) year through the completion of the twelfth (12th) year of employment, employees shall accumulate Vacation Leave at a rate of 1.25 days per month (15 8-hour days per year).
- C. Starting at the commencement of the thirteenth (13th) year through the completion of the nineteenth (19th) year of employment, employees shall earn Vacation Leave at a rate of 1.66 days per month (20 8-hour days per year).
- D. Starting at the commencement of the twentieth (20th) year of employment and thereafter, employees shall earn Vacation Leave at a rate of 2.08 days per month (25 8-hour days per year).

Section 17.2 Probationary Period for New Employees

Probationary employees begin accruing Vacation Leave upon their first day of employment, although they cannot take it until the completion of their probationary period. Exceptions to this restriction will be considered on a case by case basis based on a recommendation from the Department Head, with final approval by the Village Manager or his designee.

Section 17.3 Vacation Pay

Vacation pay shall be paid at the rate of the employee's regular straight time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 17.4 Use of Vacation Leave

An employee's use of his accrued vacation leave shall be subject to the needs of the Village, planned Departmental activities, and approval by the Police Chief or his /her designee.

- A. Holidays which occur during an employee's Vacation shall be charged as holidays and not against the employee's accrued Vacation Leave balance.
- B. Any illness or injury which occurs during an employee's Vacation Leave will remain as time off chargeable to Vacation Leave and not an event chargeable to accrued Sick Leave. The Village Manager or his designee may, under special circumstances, such as an injury or illness sustained during an extended vacation (more than ten [10] days), allow the remaining time off to be chargeable to accrued sick leave.
- C. Vacation leave must be taken in increments of not less than four (4) hours, and cannot split an employee's work day.
- D. All regular full-time employees may accumulate Vacation Leave up to a maximum of two hundred hours (twenty-five (25) eight (8) hour days), as of April 30 in any given fiscal year.
- E. Vacation shall be scheduled on a first come first served basis, however, should more than one employee request the same time off without the Department already having approved of one of those requests, seniority shall prevail.

Section 17.5 Approval of Scheduling

Notwithstanding any other provision of this Agreement, it is expressly agreed that the final right to designate what days employees will be permitted to take vacation, approve and cancel vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Police Chief, although the Village shall not unreasonably cancel vacations or unreasonably limit days for which employees may schedule vacation.

Section 17.6 Termination

An employee who resigns, with or without notice, or is discharged, will receive all accumulated Vacation Leave, up to the maximum accrual amounts specified in Section 17.4 (D) above, upon separation of employment with the Village. Employees will not be allowed to remain on the Village's payroll until such leave time has been exhausted. Any accumulated Vacation Leave will be paid out in a lump sum the pay period following the employee's last day of work.

SECTION 18 GROUP HEALTH INSURANCE PROGRAM

Section 18.1 Contribution Towards Premiums

The Village of La Grange will offer a group health insurance program to all Telecommunicators covered by this Agreement at a level commensurate to that which is afforded non-contract employees. The Village reserves the right to change plan deductibles, co-payments and make other plan changes to employees covered by this Agreement so long as such changes are no greater than those charged non-contract employees.

Section 18.2 Right to Change Carriers

The Village reserves the right to select and change insurance carriers for a Telecommunicators insurance or otherwise provide for coverage as long as the current level of benefits remains relatively the same as that provided to non-contract Employees.

Section 18.3 Terms of Policies to Govern

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any employee.

Section 18.4 Employee Health Insurance Committee

A member of the bargaining unit shall be designated by bargaining unit members and appointed to the Employee Health Insurance Committee.

In the event that a bargaining unit member in this capacity declines to act as representative, the Police Chief or his/her designee may appoint another representative.

If an insurance committee meeting is held during an employee's normal work hours, then the employee will only be permitted to attend the meeting provided his absence from work will not result in overtime.

Section 18.5 Flexible Spending Accounts

Bargaining unit members will be offered the opportunity to participate in a flexible spending account plan under the same terms and conditions as that offered to non-contract employees.

ARTICLE 19 TUITION & TRAINING

Section 19.1 Tuition Reimbursement

During the term of this Agreement, the Employer will continue to provide a tuition reimbursement program to eligible bargaining unit employees. The tuition reimbursement program shall be the same as the program offered by the Village to other non-represented, non-professional employees, as the same may be changed from time to time by the Village. To be eligible for any benefits under the program, an employee's participation must be approved in advance by the Police Chief or his designee

ARTICLE 20 WAGES

Section 20.1 Wages

Employees shall continue in the Village's current pay system through April 30, 2013 inclusive of cost of living allowances and merit raises. Beginning May 1, 2013, employees shall be moved to the step system schedule

attached as Appendix "A", with employees being slotted into the first step on the system which is no less than their rate of pay as of April 30, 2013.

Effective May 1, 2013, the step system schedule shall be adjusted by 1%. Effective May 1, 2014, the step system schedule shall be adjusted by 1 ½%. Effective May 1, 2015, the step system schedule shall be adjusted by 1 ½%. Effective May 1, 2016, the step system schedule shall be adjusted by 2%.

Section 20.2 Placement on Step System

New hires normally shall begin work at the starting rate for their job classification. However, the Village reserves the discretion to place a new outside hire at a higher step should it so choose provided the new hire has dispatch experience equal to or greater than would be required for such a step and is not placed at a step any higher than the lowest paid employee in that classification and no higher than step 2. Moreover, if the Village decides to promote a part-time telecommunicator to a full-time telecommunicator, such employee will be placed into the step system no higher than step 2.

Section 20.3 Movement through Step System

Beginning May 1, 2013, employees shall become eligible for step movement along the step system schedule on their anniversary date of employment in their classification provided they have satisfactory performance as defined by the performance rating instrument. The current performance rating instrument defines satisfactory performance by an overall performance rating of at least 30. The performance of all employees shall be evaluated once each year. In the event that the Village changes the performance rating instrument, it will promptly advise the Union and the employees of the minimum satisfactory performance rating for that instrument for purposes of step movement which will not be more than 70% of the maximum achievable points. Employees receiving an unsatisfactory performance evaluation shall be informed of the areas in which they need improvement with recommendations as to how they can achieve a satisfactory performance evaluation. Probationary employees also shall receive a six month review. Any employee who has yet to reach the top pay step of the base wage schedule and who receives an unsatisfactory rating shall not receive his next scheduled step increase and shall be delayed in his advancement along the step system by that one year. An employee denied step advancement has the right to grieve (and the Union the right to take that grievance to arbitration) in accordance with the grievance procedure to determine whether the Village acted arbitrarily, capriciously or discriminatorily in denying advancement.

Section 20.4 Training Compensation

A Telecommunicator assigned by the Police Chief or his or her designee to engage in training of other Telecommunicators, shall receive 2 hours of compensatory time for each full eight hour day that they are actively engaged in assigned training. No more than one Telecommunicator will receive such compensation in any eight hour shift. Compensatory time earned for training is subject to the cap on all compensatory time as set forth in Section 14.11. Moreover, such training compensatory time earned after the execution date of this agreement: (i) can only be used when sufficient resources exist to cover the vacancy such that its use will not result in the payment of overtime by the Village to cover the absence; and (ii) that is approved to be taken, may be cancelled (or the employee given the option to use regular accrued compensatory time instead) if another employee seeks to take regular compensatory time off during the same time.

ARTICLE 21 MISCELLANEOUS BENEFITS

Section 21.1 Required Dress Code

Employees will dress in a business casual style which is defined as clothing that is less formal than traditional business wear, but is still intended to give a professional and businesslike impression. The Village will solely determine whether the standard of attire has been met.

Official polo type shirts, sweaters and sweatshirts as designated to be worn by the Department will be provided at no cost to the employee and replaced when it is determined by the employer to be unserviceable as a result of routine wear and tear. Employees will have and maintain three polo type shirts and one sweater or sweatshirt in good condition.

Upon separation from employment, employees will be responsible for the return of logoed apparel and equipment purchased with Village funds or issued directly by the Village in good condition, less normal depreciation and destruction in the course of employment.

Employees shall only wear Village issued logoed apparel while on duty or commuting to and from work.

If the employee chooses to purchase a Class A at their own expense, they must receive permission to wear it in order to represent the Village in an official capacity.

ARTICLE 22 PRISONER DUTIES

Section 22.1 Prisoner Duties

It is understood that Telecommunicators covered under this agreement are required to perform certain duties related to prisoners in custody. No member covered under this agreement shall be required to perform such duties without first having been trained to perform such tasks. Where practicable, in the event the Village has a sworn officer of the same sex of a prisoner needing to be searched, and such officer is on duty and otherwise unassigned and available at the time, said officer will be assigned to perform the prisoner search.

ARTICLE 23 SAFETY

Section 23.1 Safety

Telecommunicators shall be allowed to participate in the Village's Safety Incentive Program as illustrated in the Village's Loss Prevention Program.

ARTICLE 24 DRUG AND ALCOHOL TESTING

Section 24.1 Drug and Alcohol Testing Policy

All employees in the bargaining unit shall be subject to the provisions of the Village's Drug and Alcohol Testing Policy for unrepresented employees as that may change from time to time. In the event the Village

intends to implement random testing, the Village will first notify the Union. If the Union wishes to bargain over the change, the parties shall reopen this section and bargain as to random testing.

ARTICLE 25 GENDER OF WORDS

Section 25.1 Gender of Words

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

ARTICLE 26 OUTSIDE EMPLOYMENT

Section 26.1 Outside Employment

Employees should consider their position with the Village as their primary employment. Employees engaged in outside work or employment are to advise the Village of such employment and how they can be reached in the event the Village needs to reach them. Outside work or employment shall not affect the quality or quantity of the employee's work for the Village, prevent the employee from devoting his primary interest to the accomplishment of his work for the Village, or tend to create a conflict, or the appearance of a conflict, between the private interest of the employee and the employee's official responsibility to the Village. Furthermore, outside employment shall not interfere with the employee's working hours, overtime requirements, or response to emergency call ins. Employees are prohibited from entering into any arrangement which involves the performance of service while on Village time, on paid time off (other than paid vacation, holiday leave, or compensatory time off) or while using Village equipment, facilities, uniforms or supplies. No employee shall receive compensation or any other form of remuneration other than from the Village for the performance of services while on Village time.

If an employee suffers an injury or illness during or resulting from an outside employment activity, the Village will not be responsible for any Workers' Compensation benefits, and such medical treatment may not be covered under the Village's group health insurance plan.

ARTICLE 27 PHYSICAL / PSYCHOLOGICAL EXAMINATIONS

Section 27.1 Physical / Psychological Examinations

If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following an absence, the Village may require, at its expense that the employee have a physical examination and/or psychological examination by a qualified and licensed medical professional selected by the Village.

ARTICLE 28 PERSONNEL POLICIES

Section 28.1 Personnel Policies

Employees shall be governed by the Village's personnel policies and rules and regulations as they may from time to time be amended, to the extent they do not conflict with this Agreement.

ARTICLE 29 SAVINGS CLAUSE

Article 29.1 Savings Clause

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 30 TERM OF AGREEMENT

Article 30.1 Term of Agreement

This Agreement shall become effective as of the date the Agreement is executed by both parties and shall remain in full force and effect to and including April 30, 2017. After April 30, 2017, and at the end of each yearly period thereafter, this Agreement shall be renewed automatically for a further period of one (1) year unless either party gives written notice of a desire to modify or amend this Agreement at least at least one-hundred twenty (120) days preceding expiration, or prior to the end of any yearly period thereafter, except as set forth in this Agreement.

Section 30.2 Entire Agreement

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the Management Rights clause, Article 4.

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 or ordinance from the area of collective bargaining, and that the understandings and agreements arrived by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, 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 referred to, or covered in this Agreement, including the impact of the Village's exercise of its rights specified herein on wages, hours or terms and conditions of employment.

Section 30.3 Continuing Effect

Notwithstanding any provision or provisions of this Agreement to the contrary, this Agreement and the Union's no strike commitment in Section 6.1, shall remain in full force and effect after the expiration date and until either impasse or a new Agreement is reached.

Section 30.4 Ratification and Amendment

This Agreement shall become effective when ratified by the Union and the Village Board and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

IN WITNESS WHEREOF, the parties have hereto set their hands, this 26th day of August, 2013.

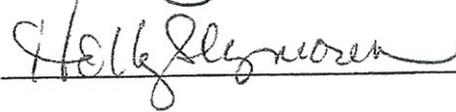
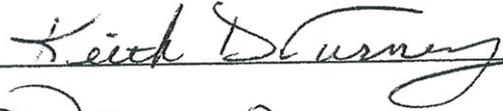
FOR THE VILLAGE:



Thomas E. Livingston
Village President

08/26/13

FOR THE UNION:



Appendix A Wage Schedule

**ANNUAL BASE SALARIES FOR
TELECOMMUNICATORS**

	Effective on May 1, 2013	Effective on May 1, 2014	Effective on May 1, 2015	Effective on May 1, 2016
Start	43,092	43,738	44,394	45,282
After 1 Year	44,385	45,050	45,726	46,641
After 2 Years	45,716	46,402	47,098	48,040
After 3 Years	47,088	47,794	48,511	49,481
After 4 Years	48,500	49,228	49,966	50,966
After 5 Years	49,955	50,705	51,465	52,495
After 6 Years	51,454	52,226	53,009	54,069
After 7 Years	52,998	53,793	54,600	55,692
After 8 Years	54,588	55,406	56,238	57,362
After 9 Years	56,225	57,069	57,925	59,083
After 10 Years	57,912	58,781	59,662	60,856
After 11 Years	59,649	60,544	61,452	62,681
After 12 Years	61,439	62,360	63,296	64,562



Appendix B Grievance Form

GRIEVANCE (use additional sheets where necessary)

Date Filed: _____

Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____

Briefly state the facts:

Remedy Sought:

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



Appendix C Payroll Deduction Form

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____
Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clocktower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

Appendix D Fair Share Deduction Form

AUTHORIZATION FORM FOR
PAYROLL DEDUCTION OF FAIR SHARE CONTRIBUTION

I hereby request and authorize the Village to deduct from my earnings once each month the Fair Share dues of the Illinois Fraternal Order of Police Labor Council – Telecommunicators and remit same to the Labor Council.

Name and Title

Signature

Address

Date

July 8, 2013

SIDELETTER OF AGREEMENT – WORK SCHEDULE

Mr. Robert Pilipiszyn, Village Manager
Village of La Grange
53 S. La Grange Road
La Grange, IL 60525

Mr. Keith Turney
Illinois Fraternal Order of Police
5600 S. Wolf Road
Western Springs, Illinois 60558

RE: WORK SCHEDULE

At the request of the Union, the Village has agreed to utilize a work schedule structured to comply with Section 7(b)(2) of the Fair Labor Standards Act, 29 U.S.C. § 207(b)(2), subject to the Union: (i) obtaining certification from the National Labor Relations Board as a bona fide collective bargaining representative of the employees; and (ii) (through its execution of this Side Letter of Agreement) warranting that the 6-2/6-3 scheduling language adopted by the parties in this Agreement fully complies with Section 7(b)(2).

For so long as the Village operates the current 6-2/6-3 schedule, the Village is deemed to have elected the overtime exemption permitted pursuant to Section 207(b) of the Fair Labor Standards Act (29 U.S.C. § 207(b)) and to have established a "Section 7(b)" plan (also known as a "1040/2080" plan) whereby employees will be guaranteed not less than 2080 hours of work in a calendar year under the 6-2/6-3 schedule, and shall not be permitted to work more than 2,240 hours in any calendar year. Overtime compensation will then be calculated and paid in the manner established pursuant to Section 207(b). The parties have further agreed, however, to pay employees overtime at a rate of 1.5 times the employees' regular hourly rate of pay for all hours worked beyond the number of hours an employee was scheduled to and actually did work in the Village's seven (7) day FLSA work cycle (Saturday through Friday) with the understanding, however, that this additional overtime paid shall be credited towards any hours worked over 2,080 in a calendar year. Compensatory time, paid lunches, vacation leave, floating holidays, paid sick leave, paid holidays (as defined in Section 15.4; no pyramiding holiday pay with paid hours worked or other paid time off taken on the holiday), and funeral leave shall be considered as hours worked for the purpose of calculating overtime. All other leaves including, but not limited to, other paid or unpaid excused absences from work, administrative leave, workers' compensation leave, or absence due to disciplinary reasons shall not be considered as hours worked for the purpose of calculating such overtime payments. In short, as long as no more than 2,080 hours are paid at straight time rates, it need not matter whether overtime is paid on hours worked before or after the first 2,080 hours are worked.

EXAMPLE: Employee is scheduled to work a 48 hour schedule, but works 50 hours for the 7 day FLSA work cycle. Employee would receive 2 hours of overtime for that 7 day cycle.

Employee is scheduled to work a 32 hour schedule, but works 42 hours for the 7 day FLSA work cycle. Employee would receive 10 hours of overtime for that 7 day cycle.

Employee is scheduled to work a 40 hour schedule but works 42 hours for the 7 day FLSA work cycle. Employee would receive 2 hours of overtime for that 7 day cycle.

The Village agrees that, notwithstanding its right to change the schedule under the Agreement, barring any legal challenge to the schedule, the Village shall maintain the 6-2/6-3 schedule for at least one year after the above conditions have been met. Nonetheless, the Village reserves the right to change the schedule at any time should there ever be any legal challenge (threatened or the actual filing of a suit) to its use of the 6-2/6-3 schedule. Outside of a change due to a legal challenge, in the event the Village decides to permanently move from the current normal work schedule to another scheduling system, the Village will provide the Union with at least six (6) months advanced notice of the date the proposed change is to take effect (January 1). The Village will then, if requested, convene and confer regarding such change with the Union with the goal of having the changes finalized by November 1 for implementation on or about January 1 or earlier.

If the Village does move to another scheduling system, under any other schedule, employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked beyond forty (40) which may occur in the Village's seven (7) day FLSA work cycle (Saturday through Friday) to the extent required by the Federal Fair Labor Standards Act. Compensatory time, paid lunches, vacation leave, paid sick leave, paid holidays (as defined in Section 15.4; no pyramiding holiday pay with paid hours worked or other paid time off taken on the holiday), and funeral leave shall be considered as hours worked for the purpose of calculating overtime. All other leaves including, but not limited to, other paid or unpaid excused absences from work, administrative leave, worker's compensation leave, or absence due to disciplinary reasons; shall not be considered as hours worked for the purpose of calculating such overtime payments.

SIGNED FOR THE VILLAGE



Robert Pilipiszyn
Village Manager

Date August 26, 2013

SIGNED FOR THE UNION



Keith Turney
FOP



Date July 8, 2013

July 8, 2013

SIDELETTER OF AGREEMENT - RETROACTIVE WAGES

Mr. Robert Pilipiszyn, Village Manager
Village of La Grange
53 S. La Grange Road
La Grange, IL 60525

Mr. Keith Turney
Illinois Fraternal Order of Police
5600 S. Wolf Road
Western Springs, Illinois 60558

RE: RETROACTIVE WAGES

The Village and the Union have agreed that the wage increases in the FY 2011-12, FY 2012-13 and FY 2013-14 collective bargaining agreement shall be fully retroactive on all wages earned from the dates of the scheduled increases for both current employees and those who separated after the effective date of the increase(s).

SIGNED FOR THE VILLAGE



Robert Pilipiszyn
Village Manager

Date August 26, 2013

SIGNED FOR THE UNION



Keith Turney
FOP

Date July 8, 2013

July 8, 2013

SIDELETTER OF AGREEMENT - GRANDFATHERED MIDNIGHT SHIFT COMPENSATION

Mr. Robert Pilipiszyn, Village Manager
Village of La Grange
53 S. La Grange Road
La Grange, IL 60525

Mr. Keith Turney
Illinois Fraternal Order of Police
5600 S. Wolf Road
Western Springs, Illinois 60558

RE: GRANDFATHERED MIDNIGHT SHIFT COMPENSATION

The current regular night-shift Telecommunicator, Kathy Lockwood, will continue to receive eight (8) hours of compensatory time credited to her accrual bank on a monthly basis for as long as she retains that shift, subject to the cap on all compensatory time as set forth in Section 14.11. Moreover, compensatory time earned by her for the Midnight Shift after the execution date of this agreement: (i) can only be used when sufficient resources exist to cover the vacancy such that its use will not result in the payment of overtime by the Village to cover the absence; and (ii) that if approved to be taken, may be cancelled (or the employee given the option to use regular accrued compensatory time instead) if another employee seeks to take regular compensatory time off during the same time.

All other telecommunicators assigned to the Midnight Shift or midnight hours will not receive this benefit.

SIGNED FOR THE VILLAGE


Robert Pilipiszyn
Village Manager

Date August 26, 2013

SIGNED FOR THE UNION


Keith Turney
FOP 

Date July 8, 2013

July 8, 2013

SIDELETTER OF AGREEMENT – LAY OFFS

Mr. Robert Pilipiszyn, Village Manager
Village of La Grange
53 S. La Grange Road
La Grange, IL 60525

Mr. Keith Turney
Illinois Fraternal Order of Police
5600 S. Wolf Road
Western Springs, Illinois 60558

RE: LAY OFFS

During the negotiations leading to the layoff language, the Union expressed concern that the Village might take action to have Telecommunicator certifications such as LEADS expire so that it could lay off Telecommunicators out of seniority order. The parties agree that, in the event that an employee has lost a certification solely due to the fault of the Village, that such employee shall be assumed to be certified for the purposes of the layoff provision. The parties recognize that it is not the Village's responsibility to insure employees maintain their certifications, and that a loss of certification caused in whole or in part by said employee's action or inaction could subject such employee to being laid off out of seniority order in the event of a layoff.

SIGNED FOR THE VILLAGE



Robert Pilipiszyn
Village Manager

Date August 26, 2013

SIGNED FOR THE UNION



Keith Turney
FOP

Date



July 8/2013