

ILLINOIS FOP LABOR COUNCIL

and

LYONS TOWNSHIP AREA COMMUNICATION CENTER

Telecommunicators



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ORDER

May 1, 2021 – April 30, 2024

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ARTICLE 1 AGREEMENT

This Agreement has been made and entered into by and between the Lyons Township Area Communications Center (hereinafter referred to as "LTACC") and Illinois Fraternal Order of Police Labor Council Telecommunicators (hereinafter referred to as the "Union" or "Labor Council") on behalf of its members this DATE

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 LTACC 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-RC17053, LTACC 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 LTACC in the following title:
Telecommunicator

Excluded: All other employees of LTACC

The Union shall provide the Executive Director 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 Representatives of the Local Union.

ARTICLE 4 MANAGEMENT RIGHTS

It is understood and agreed that LTACC possesses the sole right and authority to operate and direct the employees of LTACC and its various departments in all respects, including, but not limited to, all rights and authority exercised by LTACC 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 LTACC; to plan, direct, control and determine all the operations and services of LTACC; to determine the budget and allocate budgetary priorities; to determine the places, means, methods and number of personnel needed to carry out LTACC'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 LTACC deems appropriate; to evaluate performance and productivity; and to take any and all actions as may be necessary to carry out the mission of LTACC.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by LTACC, 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 Executive Director and on each occasion will first secure the prior approval of the Executive Director 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 LTACC operations or interrupt the work of any bargaining unit employee. Absent approval of LTACC, visits to LTACC 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 LTACC premises.

The Union will not abuse this privilege, and such right of entry/access shall at all times be subject to general agency 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;
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 LTACC and the Union.

One employee required to act as a Union representative in a grievance meeting scheduled by LTACC 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 LTACC 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 LTACC. 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 LTACC.

Section 5.5 Bulletin Boards

LTACC 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 LTACC.

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, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the-rule situation, mass 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 LTACC) for or against LTACC or at the home or outside business of any supervisor or elected official of the LTACC, or any other intentional interruption or disruption of the operations of LTACC, 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 LTACC, 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

LTACC 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 LTACC 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 or Labor Council Representative 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 LTACC, 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 Executive Director, 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 Executive Director 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 Chair of the Operations Board within ten (10) calendar days after receipt of the Executive Director'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 Chair of the Operations Board, 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 Chair of the Operations Board receives the grievance. The Chair of the Operations Board, or his designee, shall respond to said grievance in writing within fifteen (15) calendar days after said written grievance was filed with the Chair of the Operations Board.
- 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 Chair of the Board of Directors or his designee within ten (10) calendar days after receipt of the Chair of the Operations Board's answer at Step 2. Within ten (10) calendar days of the receipt of the Union's appeal, the Chair of the Board of Directors 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 Chair of the Operations Board 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 Chair of the Board of Directors 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 Chair of the Board of Directors 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 Chair of the Board of Directors within ten (10) calendar days after the Chair of the Board of Directors 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 LTACC representatives.
2. LTACC and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. LTACC 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 LTACC 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 LTACC 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 LTACC’s last answer. If LTACC 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 LTACC 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 LTACC. Committee meetings shall consist of up to three (3) union representatives (whether employees or outside representatives) and up to three (3) LTACC 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 LTACC 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. For an employee who was employed as a telecommunicator with one of the three founding LTACC Villages and who transitioned directly from there to LTACC upon its creation, that employee's seniority shall instead be based on the length of time from the last date of beginning continuous full time employment in a position that would be covered by this Agreement with the immediate predecessor founding Village, less adjustments for approved leaves of absence without pay of more than thirty (30) calendar days, unless otherwise required by state or federal law. LTACC reserves the right to provide prior seniority credit to employees of entities that later join LTACC as a member for purposes of placement on the pay scale and in calculating vacation accrual. 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 LTACC's satisfaction that their failure to report was clearly due to circumstances beyond their control;
- f) is laid off and fails to notify LTACC of his intent to return to work by the day he is so ordered to notify LTACC;
- g) is laid off for a period in excess of eighteen (18) months;
- h) does not perform work for LTACC (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 LTACC, unless the employee can establish to LTACC's satisfaction that their failure to notify LTACC 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-LTACC 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. LTACC shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of LTACC 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 LTACC. 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 LTACC in a position covered by this Agreement.

ARTICLE 11 LAYOFF & RECALL

Section 11.1 Notice of Layoff

LTACC, 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, part-time and/or temporary employees shall be laid off first, followed by full-time Telecommunicators covered by this Agreement and 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. LTACC 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. If needed, part-time and/or temporary employees shall

be recalled last. 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 LTACC 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 LTACC exercises its discretion to layoff a employee, then the employee shall be afforded an opportunity to maintain the health insurance offered by LTACC 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

LTACC 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

LTACC 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 LTACC of any increase in the deduction in writing at least thirty (30) days prior to its effective date.

Section 13.2 Withdrawal from Union

A Union member desiring to revoke his/her Union membership may do so upon thirty (30) day written notice to LTACC and the Union.

Section 13.3 Indemnification

The Union shall indemnify, defend and hold harmless LTACC, 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 LTACC 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 LTACC 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 LTACC 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 normal work schedule for employees is an 8 hour per day, 40 hour per week schedule determined by LTACC. 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 Agency 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 Agency 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 or manpower constraints, a Telecommunicator 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 LTACC. 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). An employee is considered to be late if they are not at their assigned position, ready to be signed into all systems, and prepared to begin work by the start of their assigned 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

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 LTACC's seven (7) day FLSA work cycle (Saturday through Friday). 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 LTACC to attend a conference, seminar, technical meeting and /or training program, then the employee shall be paid by LTACC 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 LTACC and the training or courses, to the extent, if any, the employee is required to report to the Agency 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 LTACC. Employees may be reimbursed for meals and necessary overnight stays to the extent permitted by LTACC'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 (60 days prior) of each year. Shift assignments will run from January to December each year. In making shift assignments, the Agency will give due consideration to employee seniority, however, the Agency 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 Executive Director will meet to discuss the reasons for the assignment.

When a new Telecommunicator has completed their training period and has been approved by the Agency 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, LTACC 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 Agency 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 advanced approval of the Executive Director or his or her designee. A written request must be submitted to the Executive Director and signed by both parties agreeing to trade days. Payback days must be within the same schedule year, unless otherwise approved by the Executive Director.

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 LTACC determines it to be in the best interests of LTACC and mutually agreed to by LTACC and the affected employee, LTACC 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 LTACC. LTACC 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 LTACC, 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 LTACC has the right and responsibility to schedule overtime work as required. An employee may not refuse an overtime assignment. In the event LTACC desires to amend the current Call Out Policy in regards to Dispatchers LTACC will notify the Union and discuss.

Section 14.13 Required Training and Meetings on Off Duty Time

The Executive Director 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 paid holidays:

New Year's Day	January 1
President's Day	Third Monday of February
Spring Holiday	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 15.3 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 (2) 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 Executive Director or his/her designee and scheduled in accordance with LTACC'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

LTACC 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 Executive Director 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 Executive Director. All requests are subject to the approval of the Executive Director and Chair of the Board of Directors or his designee.

Unless otherwise agreed to by LTACC 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 LTACC while on any leave of absence provided in this Article or the Sick Leave Article may be immediately terminated by LTACC. 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 Executive Director 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 Executive Director and Chair of the Board of Directors 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 Executive Director 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. That an employee has accrued sick leave to use will not excuse an employee from discipline for excessive absenteeism.

- A. Abuse of Sick Leave — The Executive Director and Operations Board 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 Executive Director or his / her designee to establish abuse. If the Executive Director 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, LTACC 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 Agency 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 nine hundred and sixty hours one hundred and twenty, (8)-hour workdays). In addition, employees may accumulate Sick Leave while using Sick Leave for illnesses or disabilities lasting less than one hundred twenty (120) 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 Executive Director or designee as far in advance of starting time for the scheduled work period as is reasonably possible, but generally no later than three (3) hours prior to the Telecommunicator's scheduled start of work. Extenuating circumstances or emergency situations may preclude the three (3) hour notification. The employee must notify the Executive Director or designee what illness and/or injury prevents them from reporting to work, when they will be able to return to work, and identify the location from which they will be recovering. On any day an employee is sick, the Executive Director or designee 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 Executive Director or designee. Failure to report on a daily basis or as otherwise directed by the Executive Director 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, LTACC 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.

An employee who is absent from work due to illness the day before and/or the day after a holiday or their scheduled vacation or RDO may not be eligible for Sick Leave compensation for the absence(s) unless the employee provides medical certification and the absence(s) is approved by the Executive Director.

When an employee is on Sick Leave, LTACC retains the right to require an employee to see a physician of LTACC's choice, at LTACC'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, domestic partner, 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 Executive Director 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 Executive Director 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 six (6) workdays 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

All full-time employees shall be paid for fifty percent (50%) of their unused accumulated Sick Leave, up to the maximum accrual when they retire from the service of LTACC at their regular hourly rate of pay. Retirement is defined as a regular full-time employee completing a minimum of eight years of consecutive services and who is at least fifty-five years of age, or if longer, as IMRF defines normal retirement eligibility for that individual's full retirement benefits.

Section 16.10 Family Medical Leave

The parties agree to the terms set forth in the Family Medical Leave policy as stated in LTACC's Personnel Policy Manual as it may be changed from time to time and to the extent the law requires it.

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, to the extent the law requires it, will count towards any legally required leave entitlements.

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 LTACC's Personnel Manual.

Section 16.13 Jury Duty

Telecommunicators covered by this Agreement must submit a copy of their Jury Duty notice to the Executive Director 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 LTACC 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

LTACC shall provide School Visitation Leave pursuant to LTACC'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 training period, as determined by the Executive Director. Exceptions to this restriction will be considered on a case by case basis based on a recommendation from the Executive Director with final approval by the Chair of the Board of Directors 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 LTACC, planned Agency activities, and approval by the Executive Director 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 Chair of the Board of Directors 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 two (2) 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. After the vacation bid period, vacation shall be scheduled on a first come first served basis, however, should more than one employee request the same time off without the Agency 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 Executive Director, although LTACC shall not unreasonably cancel vacations or unreasonably limit days for which employees may schedule vacation.

Section 17.6 Termination

An employee who resigns, without having provided at least two weeks prior written notice will not be eligible to receive accrued but unused Vacation Leave upon separation of employment with LTACC. An employee who resigns after having provided at least two weeks prior written notice or is discharged with or without cause will receive all accumulated Vacation Leave, up to the maximum accrual amounts specified in Section 17.4 (D) above, upon separation of employment with LTACC. Employees will not be allowed to remain on LTACC'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

LTACC 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. LTACC 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

LTACC 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 LTACC, nor shall such failure be considered a breach by LTACC 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 LTACC, employee or beneficiary of any employee.

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 as it may be changed from time to time. To be eligible for any benefits under the program, an employee's participation must be approved in advance by the Executive Director or his designee.

ARTICLE 20 WAGES

Section 20.1 Wages

Employees will be placed in the pay system attached as Appendix A.

Effective May 1, 2021, the step system schedule shall be adjusted by 4.00%. Effective May 1, 2022, the step system schedule shall be adjusted by 2.5%. Effective May 1, 2023, the step system shall be adjusted by 2.5%

Section 20.2 Placement on Step System

New hires normally shall begin work at the starting rate for their job classification. However, LTACC reserves the discretion to place a new hire in the step system at a step higher than the starting rate provided it is no higher than the step commensurate with years of experience dispatching, as identified in Appendix A "Wage Schedule." Placement on the step system applies exclusively to the employee's starting base salary and shall not apply to seniority within the bargaining unit for any other purpose. Subsequent wage increases shall occur in accordance with Section 20.3 "Movement through Step System" of the Labor Agreement. Lateral transfer hired telecommunicators shall be considered a probationary employee as defined in Section 10.5 "Probationary Period" of the Labor Agreement.

Section 20.3 Movement through Step System

Beginning May 1, 2017, 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 LTACC 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 LTACC acted arbitrarily, capriciously or discriminatorily in denying advancement.

Section 20.4 Training Compensation

The Executive Director shall assign one Telecommunicator to engage in training of other Telecommunicators. The assigned Telecommunicator shall receive 2 hours of compensatory time, or straight-time pay at the election of the employee, for each shift he or she is actively engaged in training. Compensatory time earned for training is subject to the use restrictions and cap on all compensatory time as set forth in Section 14.11.

Section 20.5 Training Requirements - Conditions of Employment

All bargaining unit employees will be required to obtain certification from the State of Illinois as a Law Enforcement Agencies Data System (LEADS) operator, Emergency Medical Dispatch certification and CPR certification prior to successful completion of their Field Training program as determined by the Executive Director. LEADS, EMD and CPR certifications must be maintained at all times as a condition of continued employment. LTACC will only pay for training for LEADS, EMD, and CPR provided the employee completes the class successfully with a passing grade and receives the license.

Section 20.6 Lead Telecommunicator or Similar Designation

To the extent LTACC desires to create a Lead Telecommunicator or similar assignment in its discretion, bargaining unit employees assigned to the position as determined by LTACC in its discretion, shall be paid an additional \$0.50 per hour base pay for the hours worked as a Lead Telecommunicator, as assigned by the Executive Director.

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. LTACC 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 Agency 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 LTACC funds or issued directly by LTACC in good condition, less normal depreciation and destruction in the course of employment.

Employees shall only wear LTACC 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 LTACC 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. Telecommunicators will not be asked to perform searches of prisoners in custody.

ARTICLE 23 SAFETY

Section 23.1 Safety

Telecommunicators shall be allowed to participate in LTACC's Safety Incentive Program as illustrated in LTACC'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 LTACC's Drug and Alcohol Testing Policy as that may change from time to time. In the event LTACC intends to implement random testing, LTACC 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 LTACC as their primary employment. Employees engaged in outside work or employment are to advise LTACC of such employment and how they can be reached in the event LTACC needs to reach them. Outside work or employment shall not affect the quality or quantity of the employee's work for LTACC, prevent the employee from devoting his primary interest to the accomplishment of his work for LTACC, 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 LTACC. 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 LTACC time, on paid time off (other than paid vacation, holiday leave, or compensatory time off) or while using LTACC equipment, facilities, uniforms or supplies. No employee shall receive compensation or any other form of remuneration other than from LTACC for the performance of services while on LTACC time.

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

ARTICLE 28 PERSONNEL POLICIES

Section 28.1 Personnel Policies

Employees shall be governed by LTACC'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 FEDERAL AND STATE LAWS

Article 30.1 Federal and State Laws

LTACC reserves the right to re-open the Agreement for the purpose of negotiating the economic impact from the enactment of Federal or State laws, or combination of laws that result in: 1) a reduction in 's share or receipt of the state income tax; 2) a reduction in state shared revenues such as the Local Government Distributive Fund (LGDF), Corporate Personal Property Replacement Tax (CPPRT) and any other state distributed revenues; 3) new caps or limitations on 's ability to levy property taxes; and 4) pension related funding increases. In no event shall be required to implement any state law change applicable to employees that has not been fully funded by the State.

ARTICLE 31 TERM OF AGREEMENT

Article 31.1 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, 2024. After April 30, 2024, 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 31.2 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, LTACC 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 LTACC's exercise of its rights specified herein on wages, hours or terms and conditions of employment.

Section 31.3 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 31.4 Ratification and Amendment

This Agreement shall become effective when ratified by the Union and LTACC Board of Directors and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties. In conjunction with Section 20.1, wages shall be retroactive to May 1, 2021. Retroactive pay shall be issued only to those Telecommunicators still employed at LTACC upon the ratification of this Agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands, this 23rd day of November 2021.

FOR LTACC:

Signature

Title

Signature

Title

Signature

Title

Signature

Title

Signature

Title

Signature

Title

FOR THE UNION:

Signature

Title

Signature

Title

Signature

Title

Signature

Title

Signature

Title

**Appendix A
Wage Schedule**

	(Current) Effective on May 1, 2020	Effective on May 1, 2021 4.00%	Effective on May 1, 2022 2.50%	Effective on May 1, 2023 2.50%
START	48,054	49,976	51,226	52,506
After Year 1	49,496	51,476	52,763	54,082
After Year 2	50,980	53,019	54,345	55,703
After Year 3	52,510	54,610	55,976	57,375
After Year 4	54,086	56,249	57,656	59,097
After Year 5	55,708	57,936	59,385	60,869
After Year 6	57,378	59,673	61,165	62,694
After Year 7	59,101	61,465	63,002	64,577
After Year 8	60,873	63,308	64,891	66,513
After Year 9	62,699	65,207	66,837	68,508
After Year 10	64,581	67,164	68,843	70,564
After Year 11	66,518	69,179	70,908	72,681
After Year 12	68,514	71,255	73,036	74,862

**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: & all applicable sections & Articles: _____

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

Lodge/Unit No. / / Year Grievance No.

Lodge/Unit No. / / Year Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

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

DUES AUTHORIZATION FORM

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

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____ (insert your name), hereby authorize my Employer, _____ (insert Employer name), 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 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: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower 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. Please check with your tax preparer regarding deductibility.

SIDE LETTER OF AGREEMENT

WHEREAS the Lyons Township Area Communications Center (LTACC), and the Illinois Fraternal Order of Police Labor Council, (the Union), have entered into a new Collective Bargaining Agreement (CBA), for a term starting May 1, 2021, through April 30, 2024 (the “CBA”).

WHEREAS the Union has requested that LTACC consider modifications to the Normal Work Schedule, CBA Section 14.2; and

WHEREAS due to the recent change in LTACC administration, LTACC desires that Section 14.2 Normal Work Schedule remain status quo at this time;

NOW THEREFORE, the parties agree as follows:

1. Both parties may reconvene for a discussion on the Work Schedule in Year 2 of the CBA, at which time, LTACC may consider an agreed upon trial schedule where the terms are outlined in a Memorandum of Understanding and are not part of the Collective Bargaining Agreement.
2. The first meeting to begin the discussion on Normal Work Schedule will be held in May, 2022.

FOR LTACC:

_____ Date _____
Julia Cedillo, Chair, Board of Directors, LTACC (Village of La Grange Park)

_____ Date _____
Ellen Baer, Board of Directors, LTACC (Village of Western Springs)

_____ Date _____
Andrianna Peterson, Board of Directors, LTACC (Village of La Grange)

_____ Date _____
Gail Paul, Board of Directors, LTACC (City of Countryside)

_____ Date _____
Mike Kelly, Operating Board, LTACC (Fire Chief, Village of Western Springs)

_____ Date _____
Executive Director, LTACC

FOR THE UNION:

_____ Date _____
FOP, Labor Council

_____ Date _____
Union Steward

_____ Date _____
Union Steward

_____ Date _____
Union Steward

SIDE LETTER OF AGREEMENT

WHEREAS the Lyons Township Area Communications Center (LTACC), and the Illinois Fraternal Order of Police Labor Council, (the Union), have entered into a new Collective Bargaining Agreement (CBA), for a term starting May 1, 2021, through April 30, 2024 (the “CBA”).

NOW THEREFORE, the parties agree as follows:

1. Telecommunicator Megan Mikus, shall be moved up one step on the wage schedule (“Appendix A”) from where she is currently, i.e., from [“After 1 Year”] to [“After 2 Years”].
2. Megan Mikus’ wage increase pursuant to No. 1. above shall be retroactive to October 1, 2021.
3. Megan Mikus shall not receive service credit for any additional seniority purposes other than with regard to No. 1 above.

FOR LTACC:

_____ Date _____
Julia Cedillo, Chair, Board of Directors, LTACC (Village of La Grange Park)

_____ Date _____
Ellen Baer, Board of Directors, LTACC (Village of Western Springs)

_____ Date _____
Andrianna Peterson, Board of Directors, LTACC (Village of La Grange)

_____ Date _____
Gail Paul, Board of Directors, LTACC (City of Countryside)

_____ Date _____
Mike Kelly, Operating Board, LTACC (Fire Chief, Village of Western Springs)

_____ Date _____
Executive Director, LTACC

FOR THE UNION:

_____ Date _____
FOP, Labor Council

_____ Date _____
Union Steward

_____ Date _____
Union Steward

_____ Date _____
Union Steward