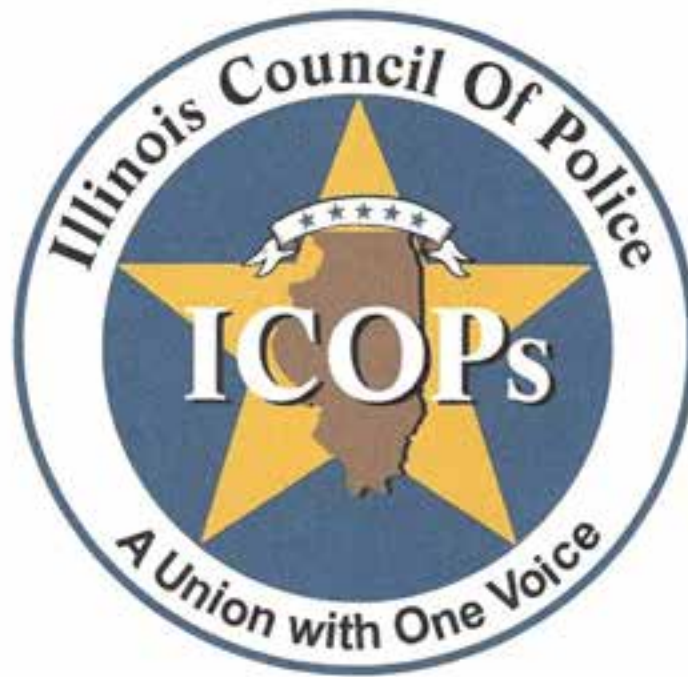


# AGREEMENT

Between



**ILLINOIS COUNCIL OF POLICE**

**And**

**CITY OF CASEY**

**Patrol Officers**

May 1, 2019 through April 30, 2022

Illinois Council of Police

and

CITY OF CASEY

Patrol Officers

May 1, 2019 – April 30, 2022

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## **AGREEMENT**

This Agreement is entered into by the City of Casey (hereinafter referred to as the "City") and the Illinois Council of Police (hereinafter referred to as the "ICOPs").

## **PREAMBLE**

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the City and the Union representing the Officers in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the City and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to Officers' wages, hours and working conditions and agrees to follow the requirement of the "Labor Act" in regard to any changes properly bargainable under the "Act", prior to implementation.

In consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their authorized representative and/or agents, do mutually covenant and agree as follows:

## **ARTICLE 1 - RECOGNITION**

### **Section 1.1. Unit Description**

The City hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purposes of collective bargaining on any and all matters relating to wages, hours of work, and other terms and conditions of employment in the bargaining unit. The bargaining unit shall include:

**Included:** All full-time sworn patrol officers.

**Excluded:** All other Officers employed by the City of Casey.

### **Section 1.2. Supervisors**

Supervisors may continue to perform bargaining unit work, which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit Officer or according to Section 17.7 of this Agreement. Such work by supervisors shall not cause any layoffs of the bargaining unit Officers.

## **ARTICLE 2 - NON-DISCRIMINATION**

### **Section 2.1. Equal Employment Opportunity/Non-Discrimination**

Both the City and the Union agree to refrain from any acts of discrimination in violation of any state or federal law on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation, and/or beliefs, sexual preference, mental or physical handicap. The City will continue to provide equal employment opportunity for all officers.

### **Section 2.2. Gender Pronoun**

Whenever a specific gender is used in this Agreement, it shall be construed to include persons of either sex.

### **Section 2.3. Drug Free Work Place**

As a public employer, the City is subject to certain duties to maintain a drug-free workplace, under Federal and State laws. Nothing in this Agreement shall be interpreted in a manner, which might prevent the City from fulfilling such duties, or from taking measures necessary to maintain a drug-free work place.

### **Section 2.4. Dispute Resolution**

In the event a bargaining unit member files a grievance alleging conduct in violation of this Article, and such grievance is not resolved prior to Step 2 (as described in Article 9), the grievant will present his claims to the state and/or federal agency having jurisdiction over his claim in lieu of arbitration.

## **ARTICLE 3 - NO STRIKE**

### **Section 3.1. No Strike Commitment**

Neither the Union nor any officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or slow down or any concerted interference with the full, faithful and proper performance of the duties of employment with the City during the term of this Agreement. Neither the Union nor any Officer shall refuse to cross any picket line, by whoever established.

### **Section 3.2. Performance of Duty**

It is recognized that Officers covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes, which may arise within the County. The Union agrees that no disciplinary action or other action will be taken by the Union against any Officer or Officers covered by this Agreement by reason of any such action or conduct in the line of duty.



### **Section 3.3. Resumption of Operations**

In the event of action prohibited by Section 3.1 above, the Union immediately shall disavow such action and request the Officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

### **Section 3.4. Union Liability**

Upon the failure of the Union to comply with the provisions of Section 3.2 above, any agent or official of the Union who is an Officer covered by this Agreement may be subject to the provisions of the Article dealing with Discipline and Discharge, for participation in any act prohibited by this Article.

### **Section 3.5. Discipline of Strikers**

Any officer who violates the provisions of this Section shall be subject to discipline up to immediate discharge. Any action taken by the City against any officer who participates in action prohibited by this Section shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer, in fact, participated in a prohibited action shall be subject to the grievance and arbitration procedure.

## **ARTICLE 4 - RESOLUTION OF IMPASSE**

All impasses shall be resolved according to the provisions of the Illinois Public Labor Relations Act, with the exception that all arbitration hearings shall be conducted in the City of Casey, Illinois, unless otherwise mutually agreed.

## **ARTICLE 5 - INDEMNIFICATION**

### **Section 5.1. City Responsibility**

The City shall adhere to the applicable provisions and conditions set forth in 65 ILCS 5/1-4-6, as may be amended from time to time. The maximum amount of liability shall be the amount set forth in 65 ILCS 5/1-4-6.

### **Section 5.2. Legal Representation**

Officers shall have legal representation selected by the City in a civil cause of action brought against an officer resulting from or arising out of the performance of duties, pursuant to 65 ILCS 5/1-4-6, as may be amended from time to time.

### **Section 5.3. Cooperation**

Officers shall be required to notify the City within five (5) working days of notice to the officer of any such civil cause of action and cooperate with the City during the course of the investigation, administration or litigation of any claim arising under this Article.

### **Section 5.4. Applicability**

The City will provide the protections set forth above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in paragraph entitled "Cooperation", with the City in defense of the action or actions claimed. This article in no way is intended to limit or waive any other responsibilities of the Officers and City as set forth in 65 ILCS 5/1-4-6 or related statutes.

## **ARTICLE 6 - ICOPs REPRESENTATIVES**

For the purposes of administering and enforcing the provisions of this Agreement, the City agrees as follows:

### **Section 6.1. Authorized Representatives**

Upon notification to the Chief, authorized representatives of the Union shall be permitted reasonable visits to the Department during work hours to talk with Officers of the local Union and/or representatives of the City concerning matters covered by this Agreement provided it does not interfere with or disrupt the work of any officer or Officer of the City.

### **Section 6.2. Attendance at Union Meetings**

Subject to the need for orderly scheduling and emergencies, the City agrees that one elected official of the Union shall be permitted reasonable time off to attend general, board or special meetings of the Union, provided that at least seven (7) days notice of such meetings shall be given in writing to the City, and provided further that the names of all such officials shall be certified in writing to the City. Other bargaining unit members, scheduled on-duty, may attend meetings without loss of pay, not to exceed forty-five minutes and provided the meeting is held in Casey, Illinois and the officers are subject to responding to calls for service.

### **Section 6.3. Convention Delegates**

Any one Officer chosen as a delegate to an ICOPs, State or National Conference may, upon written application approved by the Union and submitted to the City with at least thirty (30) days' notice, be given a leave of absence without pay for the period of

time required to attend such Conference. This period of time shall not exceed one (1) week. The Officer may utilize existing vacation or compensatory time in lieu of such unpaid leave, subject to scheduling requirements of the Police Department. Such requests shall not be unreasonably denied.

#### **Section 6.4. Union Negotiating Team**

One member designated as being on the Union negotiating team who is scheduled to work at a time when negotiations will occur, shall remain in on-duty status through his regularly scheduled shift and be allowed to attend negotiations. At the request of either party, negotiations will be recessed if the member is required to respond to a call. If designated Union negotiation team members are in off-duty status at the time of negotiations, they will not be compensated for attending the session.

#### **Section 6.5. Comp-Time Pool**

Each Officer will be allowed to assign comp-time to a comp-time pool for authorized use by Union members for the purpose of conducting State ICOPs and Labor business. The Union comp-time pool may not exceed forty-hours at any given time. Once time is assigned to the comp-time pool, it cannot be requested back by the Officer. Use of the comp-time pool shall not cause overtime to the Department. Requests for use of time from the comp-time shall not be unreasonably denied. The Labor Committee Chairman must certify request for the use of time from the comp-time pool in writing.

### **ARTICLE 7 - OFFICER SECURITY AND PERSONNEL FILES**

#### **Section 7.1. Personnel Files**

The City may keep a central personnel file within the bargaining unit for each Officer. The use of materials not maintained in the central personnel cannot be used as a basis for disciplinary action against an Officer.

#### **Section 7.2. Inspection**

Upon request of an Officer, the City shall reasonably permit an Officer to inspect his personnel file subject to the following:

- (a) Such inspection shall occur within a reasonable time following receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;

- (c) The Officer shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein;
- (d) Upon written authorization by the requesting Officer, in cases where such Officer has a written grievance pending, and is inspecting his file with respect to such grievance, that Officer may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (e) Pre-employment information, such as reference reports, credit checks or information provided the City with a specific request that it remain confidential, or other information an Officer would not otherwise legally have access to, shall not be subject to inspection or copying.

### **Section 7.3. Notification**

The City shall give officers immediate written notice when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

## **ARTICLE 8 - DISCIPLINE AND DISCHARGE**

The discipline and discharge, and the appeal of such discipline and discharge, of an Officer covered by this Agreement shall be in accordance with this Article.

### **Section 8.1. Definition**

The parties recognize the principles of progressive and corrective discipline. Discipline shall include only the following measures:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension without pay
- D. Discharge

The City's agreement to use progressive and corrective disciplinary action does not prohibit the City from imposing discipline, which is commensurate with the severity of the offense.

**Section 8.2. Just Cause**

No Officer covered by this Agreement shall be disciplined without just cause. Discipline shall be imposed as soon as practical after the City learns of the occurrence, giving rise to the need for disciplinary action and after the City has a reasonable opportunity to investigate the facts. Discipline shall be handled in such a manner so that only those persons with a reasonable need to know are informed of the action taken.

In any arbitration concerning discipline, the Arbitrator shall only have the authority on the specific issue(s) submitted to the Arbitrator by the parties.

Dismissal for just cause shall not apply to an officer during his initial 12 months of employment, which shall be a probationary period and the officer may be dismissed for any cause.

**Section 8.3. Notification**

The City shall notify both the Officer involved and the Union of any disciplinary action taken involving time off without pay or discharge. In the event of verbal or written warnings, only the affected Officer shall be notified. Such notification shall reflect the specific nature of the offense giving rise to such discipline and the discipline imposed or recommended and the direction to the Officer for future behavior.

Any written memorandums evidencing oral or written reprimands shall be removed from an officer's personnel file after two (2) years from their effective date unless other disciplinary action involving the same or similar behavior by the officer has been taken within that time period. Suspensions shall be removed from the officer's personnel file after five (5) years unless other disciplinary action involving the same or similar behavior by the officer has been taken. Discipline which has been removed from the officer's personnel file shall not be used against the officer for progressive disciplinary purposes.

**Section 8.4. Conduct of a Disciplinary Investigation**

Where the City desires to conduct an investigatory interview of an Officer where the results of the interview might result in discipline, if the Officer desires such Union representation, no interview shall take place without the presence of a Union representative, provided that a Union representative shall be available within a reasonable period of time after notification. The role of the Union representative is limited to assisting the Officer, clarifying facts, and suggesting other persons who may have knowledge of the facts.



**Section 8.5. Disciplinary Interrogation of Officer**

The City shall comply with the provisions of the Illinois Uniform Peace Officer's Disciplinary Act (Peace Officer's Bill of Rights) 50 ILCS 725, et seq., as amended. The City agrees to inform the officer that the officer has a right to Union representation or legal counsel during any such interview or interrogation.

**Section 8.6. Pre-disciplinary Meeting**

For discipline other than oral warnings or written reprimands, prior to notifying the Officer of the contemplated discipline to be imposed, the City shall notify the Union of the meeting and then shall meet with the Officer involved and inform the Officer of the reason for such contemplated discipline, including any names of known witnesses and copies of pertinent documents. The Officer shall be entitled to Union representation, if so requested, provided the Union representative is available within a reasonable period of time after notification. The Officer and Union Representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

**Section 8.7. Psychological Testing**

Officers cannot be ordered to undergo psychological testing unless the City has reasonable suspicion to believe that the Officer is impaired, cannot perform the functions of his job duties or is then unfit for duty.

At the time an Officer is ordered to submit to psychological testing, the City shall provide the Officer with a written notice of the order setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis for the order to test. The Officer shall retain all rights as afforded to him under the provisions of the ILCS dealing with Mental Health. However, the City shall have the right to discuss the written tests used, the results and interpretation of the test results along with the basis of the findings of fitness or lack thereof with the psychologist or psychiatrist. Confidential or personal information shared with the psychologist or psychiatrist shall not be disclosed to the City.

**ARTICLE 9 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE****Section 9.1. Definition of a Grievance**

A grievance is defined as any unresolved difference between the City and the Union or any Officer covered by this Agreement regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.



## **Section 9.2. Dispute Resolution**

**STEP ONE.** In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the Officer and the Police Chief.

The Officer shall make his complaint in writing to the Police Chief within ten (10) working days of the event, or gaining knowledge of the event, leading to the grievance. The Chief will notify the Officer of the decision within five (5) working days following the day when the complaint was made.

Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the Officer shall first complete his assigned work task, and complain later, unless the Officer reasonably believes that the assignment endangers his safety above and beyond the danger inherent in law enforcement.

## **Section 9.3. Working Days**

Working days shall be defined as Monday through Friday, excluding weekends and holidays, only for the provisions of Article 9.

## **Section 9.4. Representation**

Grievances may be processed by the Union on behalf of an Officer or on behalf of a group of Officers. Either party may have the grievant or one grievant representing group grievant present at any step of the grievance procedure, and the Officer is entitled to Union representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more Officers only if the same facts, issues and requested remedy apply to all Officers in the group.

## **Section 9.5. Subject Matter**

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought. In the event the grieved violation will continue to affect the grievant or other Officers, the original grievance shall cover all future violations until decided and additional grievances will not be required for each future event containing the same or similar set of facts.

## **Section 9.6. Time Limitations**

Grievances may be withdrawn at any step of the grievance procedure without

precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The City's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step. Time limits may be extended by mutual agreement.

#### **Section 9.7. Grievance Processing**

No Officer or Union representative shall leave his work assignment to investigate, file or process grievances without first securing permission from the Police Chief. In the event of a grievance, the Officer shall always perform his assigned work task and grieve his complaint later, unless the Officer reasonably believes that the assignment endangers his safety above and beyond the danger inherent in law enforcement.

#### **Section 9.8. Grievance Meetings**

If scheduling permits, a maximum of one (1) Officer per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting; however, if only one officer is scheduled for duty, he shall be allowed to attend the meeting with the understanding that calls for service take priority over the meeting. The Officer(s) shall only be excused for the amount of time reasonably required to present the grievance. The Officer(s) shall not be paid for any time during which a grievance meeting occurs outside of the Officer's work shift.

#### **Section 9.9. Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

- STEP 2. If no agreement is reached between the Officer and the Police Chief, as provided for in Section 9.2 - Dispute Resolution, Step One, the grievant or the Union shall present the grievance to the Mayor and Police Committee or their designee no later than ten (10) working days after the Officer was notified of the decision of the Police Chief. Within five (5) working days, or other mutually agreed to date after the grievance has been submitted, the Mayor and Police Committee or their designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Mayor and Police Committee or their designee shall respond in writing to the grievant and the Union Representative within ten (10) working days following the meeting.
- STEP 3. If the dispute is not settled at Step 2, the matter may be submitted to arbitration by the Union within fifteen (15) working days after the Mayor

and Police Committee or their designee's written decision or the expiration of the five (5) day period if the Mayor and Police Committee or their designee fails to render a written decision. The City and the Union shall request the Federal Mediation and Conciliation Service (FMCS) to forward a list of arbitrators to the parties. Each party has the right to reject one list in its entirety with notice given to the other party. Within ten (10) working days upon receipt of such list from which the arbitrator will be selected, each party shall strike a name from the list on an alternate basis, until there is one name remaining.

The parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The City or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. All hearing shall be conducted in the City of Casey, Illinois unless otherwise mutually agreed.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost (if any) and the cost of providing a copy of the transcript to the arbitrator (if any). The parties will be responsible for the cost of their own transcript. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the City, the Union and the Officer or Officers involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

The Arbitrator shall be without power to make decisions on issues not submitted to him in writing, contrary to or inconsistent with applicable federal and state law, or rules and regulations having the force and effect of law unless provided for herein or allowable by law. The decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. Consistent with these provisions, the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable.

The parties may use any other grievance procedure or dispute resolution as they may agree to in writing on a case-by-case basis.

#### **Section 9.10. Cancellation Fees**

The parties shall share equally the cost of cancellation or rescheduling fees, unless the cancellation or rescheduling was at the request of one party in which case that party shall be responsible for any cost.

#### **Section 9.11. Discovery**

The parties agree that no later than ten (10) calendar days before the pre-arbitration Step 2 meeting/hearing the parties will exchange all information that is available to the parties.

#### **Section 9.12. Review of Discipline**

Discipline, other than verbal or written reprimands, shall be subject to the provisions of the Grievance Procedure. For any discipline imposed of fifteen (15) days or more up to and including discharge that is grieved by the officer, the City and Union agree to meet within a reasonable period of time, not to exceed five (5) working days, to discuss the imposed discipline and attempt to resolve the dispute. If the disciplinary action is not resolved at this meeting, the parties agree to waive the steps of the grievance procedure and move directly to the arbitration step.

#### **Section 9.13. Grievance Form**

The grievance form is attached as Appendix A.

### **ARTICLE 10 - LABOR-MANAGEMENT/SAFETY MEETINGS**

#### **Section 10.1. Setting Meetings**

The Union and the City mutually agree that in the interest of efficient management and harmonious Officer relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the City to include at least either the Mayor or one member of the Police Committee, or both and the Police Chief. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management" conference and expressly providing the agenda for such meeting. Such notice may be waived by mutual consent of the parties. Such meetings and locations 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.
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the City, which may affect Officers.
- (d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding future grievances.
- (e) Items concerning safety issues.
- (f) All meetings shall be held in the City of Casey, Illinois unless otherwise mutually agreed.

#### **Section 10.2. Process Exclusive of Grievance Procedure**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the City and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

#### **Section 10.3. Release from Duty to Attend**

When absence from work is required to attend "labor-management conferences", Union members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Union members attending such conferences shall be limited to one (1) on-duty Officer. Travel expenses associated with any "labor/management conferences" shall be the responsibility of the Officer.

#### **Section 10.4. Notice Time for Meeting**

Labor-Management Conferences are advisory only and do not constitute negotiations. There is no duty on either party to call, but if one party requests a meeting, the parties agree to meet within five (5) working days or some other mutually agreed to date. Any report or recommendation which may be prepared by the Union or the City as a direct result of a labor-management conference discussion will be advisory in nature and in writing and copies shall be submitted to the City and the Union.



## **ARTICLE 11 - SENIORITY**

### **Section 11.1. Definition of Seniority**

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.

### **Section 11.2. Seniority List**

The City shall prepare a list setting forth the present seniority dates for all Officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting Officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

### **Section 11.3. Termination of Seniority**

An Officer shall be terminated by the City and his seniority broken when he:

- (a) quits; or retires; or
- (b) is discharged for just cause (probationary without cause); or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty- four (24) months; or
- (d) accepts gainful employment while on an approved leave of absence from the Police Department without the consent of the City; or
- (e) is absent for two (2) consecutive scheduled work days without proper notification, justification or authorization; or
- (f) fails to return to work at the conclusion of an approved leave of absence for a period of two (2) consecutive days.

### **Section 11.4. Unpaid Leave of Absence**

Officers will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

### **Section 11.5. Probationary Officer**

Officers newly hired, as well as officers rehired within twelve (12) months of their



loss of seniority with the City shall be considered probationary officers until they complete the required probationary period under this Agreement. Such probationary period may be extended by the City an additional six (6) months based upon reasonable cause. The Union shall be notified in writing as to the basis for such probationary period extension.

There shall be no seniority for probationary officers. Upon successful completion of the probationary period, which shall be twelve (12) months from their most recent date of hire, unless extended by the provision noted above, an Officer shall acquire seniority retroactive to his/her most recent date of hire. The City shall review a probationary officer's performance not less than quarterly during the probation period.

#### **Section 11.6. City Employment Seniority**

For the purposes of this Agreement, any Officer of the City of Casey who joins the Police Department shall have two seniority dates. The initial hire date with the City in regard to benefits based on time with the City (i.e., earned vacation time) and the hire date within the bargaining unit for purposes of requesting seniority based benefits such as vacation time on a seniority basis (i.e., a five-year Street Department Officer joins the Police Department, he shall be eligible for vacation time as earned by a five-year Officer, but he shall have zero seniority as a patrolman requesting vacation time off and his five-year seniority shall not apply to placement on the patrol wage matrix or a layoff occurring within the police bargaining unit).

#### **Section 11.7. Seniority List**

The seniority list is attached as Appendix B.

#### **Section 11.8. Exempt Position**

Any Officer, who is promoted to an exempt position outside the bargaining unit, but within the police department, shall have their seniority frozen on the effective date of the promotion. In the event the employee is removed from the position, for reasons other than discipline, and a current opening exists, they shall return to the bargaining unit and their seniority shall continue from the date the seniority was frozen. This provision does not apply to any employee hired to the exempt position who was not a member of the bargaining unit at the time of appointment.

### **ARTICLE 12 - LAYOFF AND RECALL**

#### **Section 12.1. Layoff**

In the event of a layoff, part-time and probationary Officers shall be laid off first

and then full-time Officers shall be laid off in the inverse order of their seniority unless compliance with State or Federal law requires otherwise. During the time that Officers are in lay-off status, no new Officers shall be hired until such time that all laid off Officers are returned to work according to the provisions of Section 2 of this Article. The order in which Officers are laid off is subject to the grievance arbitration provisions of this Agreement.

#### **Section 12.2. Recall**

Officers shall be recalled from layoff according to their seniority. No new Officers at all shall be hired until all Officers on layoff return to work or have been given the opportunity to return to work. Recall rights under this provision shall terminate twelve (12) months after layoff.

In the event of recall, eligible Officers shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all Officers eligible for recall to notify the Chief of Police of their current address. Upon receipt of the notice of recall, Officers shall have five (5) working days to notify the Chief of Police of their acceptance of the recall. The Officer shall have ten (10) working days thereafter to report to duty.

### **ARTICLE 13 - HOLIDAYS**

#### **Section 13.1. Holidays**

The following holidays shall be paid holidays for Officers covered by the terms of this Agreement:

New Year's Day	Labor Day	Christmas Day
President's Day	Columbus Day	
Memorial Day	Veteran's Day	
Independence Day	Thanksgiving Day	

If the City provides any other city departments or employees an additional holiday not cited above, then the Officers covered by this Agreement shall receive the additional holiday also.

#### **Section 13.2. Holidays Observed**

Holidays shall be observed on the actual day of the holiday.

### **Section 13.3. Payment for Holiday**

If an Officer's regularly scheduled workday falls on a designated holiday as cited in Section 13.1 above, they shall receive time and one-half for all hours worked on a holiday (from 12:01 a.m. to 11:59 p.m. on the actual holiday) in addition to a workday off later or cash compensation, choice Officer. Any officer, whose regularly scheduled workday off falls on a holiday, may elect to receive either a workday off later or cash compensation. Any request for holiday time off is subject to approval of the Police Chief, but shall not be unreasonably denied.

## **ARTICLE 14 - VACATIONS**

### **Section 14.1. Vacation Benefits**

Paid vacation benefits accrue only to full-time Officers; therefore, qualified Officers earn vacation in accordance with the following schedule:

Years of Service	Vacation Time
Officers with completion of 1 year of employment but less than 8 years service from hiring date	10 working days
Officers with completion of 8 years but than 12 years service from hiring date	15 working days less
Officers with completion of 12 years service from hiring date	20 working days

Holidays shall not be counted toward vacation time. In the event a holiday falls within a vacation week, then an additional vacation day may be taken the day before or after the designated vacation week.

### **Section 14.2. Vacation Requests**

Officers shall submit "priority vacation days for purposes of seniority" on or before February 1st of each year for scheduling vacation for the next fiscal year commencing May 1 based upon the vacation accrued during the preceding fiscal year (May 1 - April 30). Conflicts in scheduling will be resolved in favor of the most senior Officer. For any vacation days requested off other than "priority" vacation days shall be on a first come first served basis. Conflict in same date requests shall be determined by seniority. Block requests will take precedence over requests for individual days. In the event of a major event that creates a severe operational need, the City may disallow a previously approved vacation requests. Vacation shall be taken in minimum one- day

increments.

## **ARTICLE 15 - SICK LEAVE**

### **Section 15.1. Allowance**

It is the policy of the City of Casey to provide protection for its full-time Officers against loss of income because of illness. All eligible Officers are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation nor to be used to extend vacation periods or holidays.

Any Officer contracting or incurring any non-service connected sickness or disability, which renders such Officer unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement.

### **Section 15.2. Accumulation and Use**

Full-time Officers are granted sick leave at the rate of one (1) sick day per month and may accumulate up to two hundred and forty (240) days of sick leave. An Officer's sick leave will be prorated on a monthly basis during the first and last year of employment.

Officers may use sick leave for:

- (a) illness of the Officer;
- (b) non-duty disability or injury of the Officer;
- (c) illness in the Officer's immediate family.

Officers who become ill and cannot report for work shall notify their supervisor of the reasons for absence as soon as possible prior to the beginning of their shift. In the event of an Officer's illness during the middle of a shift, such Officer may take one-half of a sick day and be paid for hours worked.

The City may require an officer to present a statement from a licensed physician verifying fitness for duty after illness if sick leave abuse is suspected or verification of fitness for disability or injury is required. In the event the Officer fails to provide such statement, the Chief may refuse to allow the Officer to return to work until such statement is obtained or, if no such statement is obtained, then the absence shall be unexcused and the Officer shall be ineligible for sick leave pay or other compensation or benefits. The City may also require an officer to see a physician of the City's choosing (at the City's expense) for such purpose.

**Section 15.3. Procedure**

No Officer will be permitted to take leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation.

Officers who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Such non-paid sick leave may be granted for a total of up to thirty (30) calendar days.

Notice of an Officer's desire to return to work after an extended illness must be given to the Chief at least five (5) calendar days in advance.

The Chief shall maintain a record of sick leave accrued, sick leave taken, and the balance of sick leave allowance available for the individual Officers.

**Section 15.4. Sick Leave Abuse Sanctions**

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 15.1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the Officer shall not be paid for such leave taken nor shall the Officer accrue any rights such as seniority or other rights. Abuse of sick leave shall subject the Officer to disciplinary action pursuant to the terms of this Agreement.

**ARTICLE 16 - LEAVES OF ABSENCE****Section 16.1. Bereavement Leave/Death in Family**

An Officer may take up to three (3) working days without loss of pay as a result of a death in the immediate family (meaning: Officer's spouse, child, grandchild, mother, father, mother-in-law, father-in-law, grandparent, brother or sister, step or adopted). An officer may take up to one (1) working day without loss of pay as a result of a death of the Officer's son-in-law, daughter-in-law, brother-in-law or sister-in-law. The City may require verification of the death upon the officers' return to work.

**Section 16.2. Short-Term Military Leave**

The City agrees to follow state and/or federal law, as may be amended from time to time for military leave.

**Section 16.3. Injury Leave**

Continuing compensation for injuries in the line of duty shall be governed by 5

ILCS 345/1.

#### **Section 16.4. Jury Duty**

An Officer serving jury duty while scheduled to work shall be compensated the difference in court payment for wages and normal straight-time wage. The City shall pay an Officer serving on jury duty his normal pay and the Officer shall turn over to the City any pay received for services rendered as a juror for days he was scheduled to work.

An officer must report to work for the hours he is scheduled when not actually reporting for jury duty.

#### **Section 16.5. Unpaid Leave**

The City may grant up to a six (6) month leave of absence without pay to an Officer who has been employed with the City for one year. An Officer on unpaid leave shall not accrue any paid benefits or seniority. The Officer may continue insurance benefits at his own expense.

#### **Section 16.6. Personal Leave**

After completion of one (1) year of service, Officers shall receive three (3) personal leave days per calendar year. These personal leave days shall be taken in no less than eight (8) hour increments. Whenever practical, and officer should request personal leave at least twenty-four (24) hours in advance. The City may deny such requests, but such requests shall not be unreasonably denied.

### **ARTICLE 17 - HOURS OF WORK/OVERTIME**

#### **Section 17.1. Work Day and Work Period**

The workday shall consist of ten (10) consecutive hours and the work period shall consist of a two-week eighty (80) hour work period.

The work schedule is attached as Appendix C and subject hereto.

The work schedule shall rotate monthly and the work schedule, the starting and quitting times may be modified by mutual agreement.

#### **Section 17.2. Overtime Payment**

All overtime in excess of the regular work day or the regularly scheduled work period shall be compensated at time and one-half (1-1/2) of the officer's regular straight-time hourly rate of pay.



Hours worked in this Section and in Section 17.1 above include all hours in a pay status.

In the event an emergency is declared by the City, as many of the Officers shall be continued on duty for such number of hours as may be necessary.

### **Section 17.3. Call-Back/Court Time**

A call-back/court time is defined as an official assignment of work, which does not continuously precede or follow an Officer's regularly, scheduled working hours. Officers shall be compensated for a minimum of two (2) hours at the time and one-half rate or actual hours worked, whichever is greater, provided that this call-back/court time causes the officer to work in excess of his regular work day or regularly scheduled work period.

### **Section 17.4. Training Pay**

Any Officer required to attend training shall be compensated at the IRS rate for mileage if they are required to use their personal vehicle.

If more than the regular shift is required for the Officer to complete training and travel time, the Officer shall be compensated for overtime on the same basis as other overtime.

### **Section 17.5. Compensatory Time**

For any overtime worked by the Officer, at their option, shall be compensated by receiving equivalent time off and placing it in a compensatory time bank up to a cap of one hundred and fifty (150) hours. Compensatory time off must be requested and shall be subject to approval by the Police Chief, but shall not be unreasonably denied provided however, that any request for use of compensatory time over sixteen (16) hours or two (2) work days in a row shall be subject to approval by the Chief of Police and denial thereof due to scheduling issues shall not be unreasonable.

### **Section 17.6. Adjusting Work Hours For Individual Officers**

Other than as established in subparagraph (e), upon at least three (3) days notice an Officer's regular work period may be changed to a different work period provided that:

- (a) the change is for the purpose of filling an identified operational need;
- (b) an attempt is first made to fill the need with a qualified volunteer;

- (c) the new shift to which the Officer is assigned has specified and constant starting and ending times; and
- (d) the Officer is not subjected to more than one (1) completed change (i.e. a change from the Officer's regular shift to his new shift and back again) in a twenty-eight (28) day period.
- (c) Any schedule change will begin on the Sunday of the month, which is closest to the first day of the month the schedule is being changed.
- (f) Upon reasonable advance notice to the Officer, the City may alter an Officer's scheduled shift and/or regular days off for the purpose of attending training programs. The provisions of this paragraph shall not be used to avoid payment of overtime.

#### **Section 17.7. Overtime Distribution**

- (a) Should a vacancy occur within the unit for any reason, the overtime assignment shall be offered to the Officers on a seniority basis.
- (b) Overtime shall be distributed as equally as possible among those Officers qualified to perform the work. Overtime shall be offered on a rotation based on seniority.

The most senior Officer, who is both qualified and available, shall have the first opportunity to accept or decline a maximum of one (1) work period of overtime. Once accepted or declined, the next most senior Officer will be eligible for the next work period of overtime. This pattern will repeat itself until the least senior Officer accepts or declines one (1) work period. Once all qualified Officers have had an opportunity for one work period of overtime the process shall repeat itself.

- (c) If all Officers decline the overtime offered, the City may use part-time Officers or Supervisors to fill the overtime assignment. In the event part-time Officers or Supervisors are not available, the City shall assign overtime in inverse rotating seniority for all those qualified to perform the duties. The maximum ordered overtime for one (1) Officer during a rotation shall be one (1) work period.
- (d) The City may not utilize part-time Officers inconsistent with Law.

## ARTICLE 18 - WAGES/COMPENSATION/ALLOWANCES

### Section 18.1. Wage Matrix

General wages shall be increased as follows. For wage chart, see Exhibit F.

5/1/2019	5/1/2020	5/1/2021
2.0%	2.25%	2.75%

Sec

Any officer assigned as a Field Training Officer shall receive one (1) hour of compensatory time for each day they are assigned a trainee.

### Section 18.2. Roll Call

Officers shall receive one half (1/2) hours pay per workday to cover time spent at roll call.

### Section 18.3. Longevity

Officers shall receive an annual longevity pay increase of twenty cents (\$0.20).

### Section 18.4. New Hire Wages

For the term of this Agreement, any officer, hired after the date of ratification, shall receive an hourly wage of \$15.00 while he is in the police academy. Upon graduation from the academy, the officer shall receive an hourly wage of \$17.50 while in the Field Training Program. Upon completion of the FTO Program, the officer shall receive an hourly wage of \$19.31. The officer will stay at this wage until the next May 1<sup>st</sup>, at which time he will receive the same raise and longevity as all other officers.

## ARTICLE 19 - INSURANCE AND PENSION

### Section 19.1. Coverage and Costs

The City shall continue to provide individual officers without cost, the current or equivalent health insurance coverage, which includes both dental and vision benefits for the term of this Agreement. Coverage shall be offered to the officer's spouse and/or children, with the premium cost the responsibility of the officer.

Officers hired after May 1<sup>st</sup>, 2016 shall pay 10% of the individual employee health insurance premium and will not be eligible to participate in the City's medical retiree benefit unlike all other current officers.

**Section 19.2. Group Life Insurance**

Life insurance in the amount of \$15,000 shall be provided to each Officer covered by this Agreement at no cost.

**Section 19.3. Pensions**

The City shall continue to contribute on behalf of the Officers', to the Illinois Municipal Retirement Fund, in the amount the City is currently contributing.

**ARTICLE 20 - GENERAL PROVISIONS****Section 20.1. Gender**

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

**Section 20.2. Work Rules**

The City shall continue to establish work rules, which are not in conflict with this Agreement. All new rules or policies shall be provided to all Officers prior to implementation.

**Section 20.3. Residency**

An officer may reside outside the City limits, provided that he does not reside further than twelve (12) miles from the City's limits. If an officer resides outside the City's limits, he will not be picked up nor returned at the beginning or end of his shifts in a city vehicle, and he may not leave the city limits during his lunch/dinner break.

**Section 20.4. Bulletin Boards**

The City shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for the purposes of the Union.

**Section 20.5. Uniforms/Equipment**

The Employer shall continue to provide all required uniforms and equipment, as is the current practice, to each bargaining unit member upon his hire. The City will also replace those items damaged or worn out through normal use, upon request and proper evidence of same by an employee. Such replacement shall occur without unnecessary delay. Should the personal property of an officer be lost or damaged during the performance of his duties, the City shall replace, in kind, said item upon written notification citing the date, time, circumstances of the incident leading to the property's

damage or loss. Officers shall be required to furnish the City with a current list of their personal property worn/used during the performance of their duties, and receive advance approval from the Chief to wear/utilize it. The City agrees to provide each officer with a new body armor vest and vest carrier and replace it in accordance with the manufacturer's recommendation. The officer may upgrade the body armor vest provided by the City if the officer pays the additional cost. The Chief or his designee shall respond to any requests identified above within ten (10) business days of the request. Any such request shall not be unreasonably denied.

Annual Uniform allowance:

Effective May 1, 2019	\$500.00
Effective May 1, 2020	\$500.00
Effective May 1, 2021	\$700.00

Required equipment issued to employees and supplied by the City are: Pistol, Taser, body camera, badge, name plate, and police radio.

**Section 20.6. Personal Property/Equipment**

The City agrees to repair or replace as necessary an Officer's eyeglasses, contact lenses, prescription sunglasses; dentures and watches (watches not to exceed \$50 or cost, whichever is less), if such are damaged or broken during the course of the Officer's duties. The incident shall be documented with the Chief of Police. Any restitution ordered by the court or paid by insurance shall be returned to the City covering the amount of City reimbursement only.

**Section 20.7. Posting of Accumulated Time**

The book where a record of all accumulated time is kept shall be available to Officers at all times.

**Section 20.8. Inoculations/Immunizations**

To the extent not covered by insurance or workers' compensation, the City agrees to pay expenses for inoculation or immunization shots at a medical facility designated by the City for the Officer and for his immediate family when the City physician determines it is medically necessary as a result of the Officer's in-the-line-of duty exposure to a contagious disease.

The City shall provide for all immunizations as required by OSHA and recommended by the Health Department for public safety Officers.

## **ARTICLE 21 - INADVERTENT ERROR**

If the City and Union discover an inadvertent error or other bona fide error in the terms and conditions of this Agreement and the parties mutually agree, then the error shall be corrected within ninety (90) days from the date of discovery of the error.

## **ARTICLE 22 - DUES DEDUCTION**

### **Section 22.1. Dues Deduction**

Upon receipt of a written and signed authorization form from an Officer, the City shall deduct the amount of the Union dues, set forth in such form and any authorized increase therein, from the wages of the Officer and shall remit such deductions monthly to the Illinois Council of Police at the address designated by the Union in accordance with the laws of the State of Illinois, within thirty (30) days after the deductions have been made. The Union shall advise the City of any increase in dues, in writing, at least fifteen (15) days prior to its effective date.

### **Section 22.2. Membership List**

The City shall forward to the Illinois Council of Police a monthly list of all members falling within the scope of Article I of this Agreement, to accompany the dues as provided for in Section 1 of this Article. This list shall include the names of each Officer that has paid the monthly dues as well as those Officers, if any, that are not paying any dues.

Consistent with law, the City shall provide a list of all Officers, their seniority date, address and phone number to the Labor Council.

### **Section 22.3. Indemnification**

The Union hereby indemnifies and agrees to hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the City for the purpose of complying with the provisions of this Article.

### **Section 22.4. Dues Deduction Form**

The dues deduction form is attached as Appendix D.

## **ARTICLE 23 - SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any



existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect.

#### **ARTICLE 24 - OFFICER TESTING**

The procedure for officer testing is attached as Appendix E and subject hereto.

#### **ARTICLE 25 - TRAINING AND TRAVEL**

The City, in recognition of constant changes in law and the need to maintain professionalism, agree to provide a minimum of three (3) days of training annually to covered Officers of the Police Department.

Attendance at and participation in professional conferences, training, conventions and technical meetings shall be considered part of the Officer's normal duties. With the prior approval of the Chief, on the form provided by the Chief, Officers may attend such functions without loss of pay and at City expense. Officers traveling on City business shall be provided with a City vehicle, given mileage at the IRS rate for the use of their private vehicles, or provided with an allowance for other transportation expenses.

Time at training sessions will be considered as the normal tour of duty. The Officers shall be compensated at the appropriate rate for the usual and customary travel time to and from the training location.

#### **ARTICLE 26 - CANINE OFFICER**

##### **Section 26.1. Care and Maintenance**

Any officer assigned as the K-9 officer, shall receive an additional three thousand dollars (\$3,000.00) per year to cover maintenance and competition time associated with the K-9. This additional three thousand dollars (\$3,000.00) will be divided into twenty-six (26) equal payments to be paid with the officer's regular bi-weekly pay. There will be no further compensation over and above the three thousand dollars (\$3,000.00) paid to the K-9 officer for duties associated with the dog.

##### **Section 26.2. Kennel**

The City shall be responsible for providing a kennel at the assigned officer's residence for maintaining the dog.

**Section 26.3. Food and Medical Costs**

The City shall be responsible for all food and veterinary costs incurred by the dog.

**Section 26.4. Liability**

The City shall maintain liability insurance and indemnify the officer for acts of the dog in accordance with Article 5.

**Section 26.5. Status Compensation**

The officer shall be compensated according to the provisions of Article 15, Sections 15.3 "Call-back" for any assignments made specific for the use of the dog.

**Section 26.6. Limitations**

The City may call in the Canine officer without being in violation of any provisions for "Overtime Distribution" as long as the service being performed requires the use of the Canine Unit (i.e. building search, vehicle search, drug searches or any other event whereby prudent law enforcement practices recommend the use of a dog). The Canine Officer shall be eligible for other overtime opportunities pursuant to the overtime distribution provisions. The Canine Officer shall not receive any additional compensation for being assigned as a Canine Officer except for regular available overtime opportunities. The Canine Officer shall not receive compensation for nor be required to attend roll call established under Section 18.3.

**ARTICLE 27 - MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its officers, including but not limited to the following: to determine what work will be performed by officers; to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ Officers; to assign work within the Police department, including the right to contract services as long as subcontracting does not cause lay-offs or the reduction of work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter, and enforce reasonable rules, regulations, orders and policies; to evaluate Officer; to discipline, demote, suspend and discharge Officers for just cause (probationary officers without cause); to change or eliminate existing services, methods, equipment or

facilities; and to carry out the mission of the City; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## **ARTICLE 28 - DURATION AND SIGNATURE**

### **Section 28.1. Term of Agreement**

This Agreement shall be effective from May 1, 2019, and shall remain in full force and effect until April 30, 2022. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

### **Section 28.2. Continuing Effect**

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have affixed their signatures  
this 4<sup>th</sup> day of Nov, 2019.

FOR THE CITY:



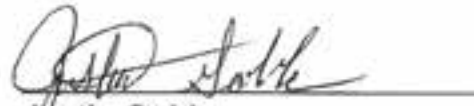
Mayor  
City of Casey

(Affix SEAL)

FOR THE UNION:



Richard Bruno  
Vice President



Justin Goble  
Chapter Representative



City Clerk



**Appendix A – Grievance Form and Dues  
Card**



## Appendix B - Seniority List

Name	Hire Date
Justin Goble	04-11-16
Kenneth Woods	06-27-17
Austin Glidewell	01-04-18
Seth Brewer	09-10-18
Tyler Sponsel	12-16-18
Blain Washburn	9-16-19
Jason Metzelaars	9-16-19

### Appendix C - Work Schedule

	C-2	C-4	C-7	C-6	C-5	C-8
SUN	3-1	7-5	5-3	9-7	OFF	OFF
MON	9-7	7-5	5-3	OFF	OFF	OFF
TUES	9-7	7-5	OFF	OFF	OFF	3-1
WED	9-7	OFF	OFF	OFF	7-5	3-1
THURS	OFF	OFF	OFF	9-7	7-5	3-1
FRI	OFF	OFF	5-3	9-7	7-5	3-1
SAT	OFF	7-5	5-3	9-7	3-1	OFF

**Appendix E –  
Substance Abuse Testing**

**CITY OF CASEY  
ANTI-DRUG PLAN AND POLICY**

**I. Purpose.**

(a) The City of Casey has a vital interest in: maintaining safe, healthful and efficient working conditions for its' employees; the protection of City property, equipment and operations; and for the safety of the public. Being under the influence of drugs and alcohol may post serious safety and health risks not only to the user, but to all those who work with the user, and to the public. The possession, use, or sale of an illegal drug at the work place is strictly prohibited.

(b) The City may open itself and individual employees up to potential liabilities if the City fails to ensure that employees can perform their duties without endangering themselves or the public.

(c) There is sufficient evidence to conclude that the use of alcohol, illegal drugs, drug or alcohol dependence and drug or alcohol abuse seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs and controlled substances by City employees is a crime in this state, and clearly unacceptable; therefore, the city has adopted this written policy to ensure an employee's fitness for duty as a condition of employment and to ensure drug tests are ordered only under reasonable circumstances according to the guidelines set out in this policy.

(d) The City expects all of its employees to report to work in a condition to properly perform the duties of their job. While the City does not normally intend to intrude into the private lives of its employees, the City recognizes that employees' off-the-job, as well as on-the-job involvement with drugs and alcohol can have an impact on the workplace and the City's ability to accomplish its goal of a drug free environment.

**II. Definitions.**

(a) Accident: Any workplace or work-related accident involving any injury to a person or damage to property. The term "accident" shall also be defined to include the same definition as may appear from time to time in the Code of Federal Regulations at 49 CFR part 199.

(b) Alcohol: Ethel alcohol or ethanol, including any beverage, mixture or preparation containing ethyl alcohol.

(c) City: City of Casey, Illinois.

- (d) Chief of Police: The duly appointed Chief of Police for the City of Casey.
- (e) Collection Lab: The agency, firm or laboratory with whom the City may from time to time contract to oversee or operate any aspect of this policy.
- (f) Collection Site: The location at which employees must present themselves to provide specimens as otherwise provided herein. The Collection Site shall be designated from time to time by the Collection Lab or, if none, the Mayor.
- (g) Controlled Substance: Any substance listed at 720 ILCS 570/100 et seq. (The Illinois Controlled Substances Act) at Schedules I through V of 21 CFR 1301-1316, or at 720 ILCS 550/1 et. seq. (The Illinois Cannabis Control Act), as each may from time to time be revised or amended. Controlled Substances currently included within this definition include, but are not limited to, marijuana, narcotics (such as heroin and codeine), stimulants (such as cocaine and amphetamines), depressants (such as barbiturates and minor tranquilizers), and hallucinogens (such as drugs known as PCP and LSD). Controlled Substances also include illicit drugs (Schedule I), drugs that to be distributed only by medical practitioner's prescription or other authorization (Schedules III-V, and drugs on Schedule V), and certain preparations for which distribution is thoroughly documented (Schedule V only).
- (h) Drug: Any substance, other than alcohol, that has known mind or function altering effects on a human subject, specifically including any psycho-active substance, and including, but not limited to, Controlled Substances. Included within this definition are abused prescription medications, (including the use of prescriptions written for others), illegal drugs and "designer drugs" which may not be included within the definition of Controlled Substances herein.
- (i) Employee: Any person performing services or duties for the City, including but not limited to full-time employees, part-time employees, volunteers and Officers, whether compensated or uncompensated, but not including any such person currently covered by the terms of the Casey Gas Department Anti-Drug Plan & Policy.
- (j) Mayor: The Mayor the City.
- (k) Medical Review Officer (MRO): A licensed physician, appointed from time to time by the Mayor, who is experienced and knowledgeable in substance abuse disorders, including the medical effects of prescription drugs and the pharmacology and toxicology of illicit drugs.
- (l) Officer: Any employee of the City of Casey Police Department, including but not limited to the Chief of Police, police employees, office staff and secretarial staff.
- (m) Positive Test Results: A positive result on both a confirming and initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained Alcohol, Drug or Drug metabolite or Controlled Substance concentrations.
- (n) Representative: An Officer or employee of the City of Casey, appointed by

the Mayor, who shall serve as the MRO's principle contact and shall have such other duties as may be specified by this policy.

(o) Substance Abuse: The abuse of Alcohol, illegal Drugs or Controlled Substances, including any use of Alcohol, Drugs or Controlled Substances that result in an Impairment.

### **III. Prohibited Conduct.**

(a) No employee shall report to work, perform any work or remain on duty while: (1) under the influence of any Alcohol, Drug and/or Controlled Substance; or (2) having a blood alcohol content of .04 percent or greater.

(b) The unlawful use, manufacture, distribution, dispensation, possession or sale of Alcohol, Drugs and/or Controlled Substances on City property, on City projects, in City vehicles or during working hours is prohibited.

(c) The unlawful use, manufacture, distribution, dispensation, possession or sale of Drugs and/or Controlled Substances off duty is prohibited where: (1) the employee's conduct adversely affects the City's reputation; (2) the employee possessed quantities for sale; or (3) the employee has been convicted of its sale. Any employee convicted of a violation of a federal and/or state criminal drug statute must report the conviction to the City no later than five (5) days after such conviction. Any employee who fails to comply with this notice requirement shall be subject to immediate discharge.

(d) Drinking alcoholic beverages or use of other intoxicants, Drugs or Controlled Substances during working hours, during breaks, during lunch or while on call is prohibited.

(e) This Section does not prohibit the use of a Controlled Substance on Schedule II-V of the Controlled Substance List if its use was prescribed or authorized by a medical practitioner, or possession incident to such use if:

(f) A licensed medical practitioner or physician designated by the City has made a good faith judgment in writing, with notice of the employee's assigned duties and on the basis of the available medical history, that the use of the substance by the employee at the prescribed or authorized dosage level is consistent with the safe performance of the employee's duties; and

(g) The substance is used at the dosage prescribed or authorized.

(h) The operating of motorized vehicles or machinery during working hours is prohibited when the employee has used a therapeutic drug or over-the-counter medication where the manufacturer advises against the use of the Drug or medication while operating motorized vehicles or machinery. Employees should read all labels and instructions carefully.



#### **IV. Substance Abuse Testing.**

(a) Pre-employment Testing: All applicants for hire with the City will be requested to submit to a pre-employment drug test; provided, however, that the City may, in its sole discretion, excuse this requirement for applicants for summer or part-time positions. The candidate's application will be rejected if the candidate refuses to submit to testing or if testing shows a Positive Test Result for Drugs or Controlled Substances. The applicant will not be permitted to reapply for employment for a period of one (1) year, unless he/she has shown satisfactory completion of a drug rehabilitation program to the satisfaction of the City's Medical Review Officer (MRO), has been determined to be non-drug dependent by the MRO, and has been recommended for hire or rehire by the MRO. If the City desires to hire or rehire a prospective employee or applicant after complying with the above requirements, it is mandatory that the individual pass a drug test prior to performing a covered function, and subsequently be tested in accordance with the provisions of the Return to Duty Testing requirements of this policy.

(b) Employment Testing:

(c) Random Testing (Officers): The City will conduct random testing for all Employees, including part-time and temporary Officers. The random testing, once begun, will provide for testing of at least twenty-five percent (25%) of all covered Officers to be tested during the first twelve (12) months of random testing; with the testing being reasonably spaced over the period, and with the last collection of specimens representative of an annualized rate of at least fifty percent (50%) of covered Officers. The annualized rate for random testing following the first twelve months after implementation of this testing will be no less than fifty percent (50%) of covered Officers.

The City will use the following method to accomplish the random selection of covered Officers:

The City will provide the names of all covered Employees to the current Collection Lab; the Collection Lab will use a system of selecting covered Officers' names from a hat. The Collection Lab will be responsible for conducting the random selection process and drawing the names on an unannounced, random interval basis (quarterly) to achieve the required percentage rate stipulated in this plan and as may otherwise be required by law. The Collection Lab will then notify the representative of the random selection. The representative will then direct the selected Officers to the designated Collection Site. Each Officer must present themselves no later than 24 hours after the time of notification.

In the event that an Officer has a Positive Test Result, the Officer will be referred to the MRO or designated service for evaluation with an opportunity for rehabilitation; and will be subject to disciplinary action up to, and including termination. Refusal to comply with rehabilitation guidelines recommended by the MRO will result in immediate

termination of employment.

(d) Reasonable Cause Testing (Officers): An Officer may be required to submit to drug testing based upon reasonable cause when:

(e) The Chief of Police has reasonable suspicion to believe that an Officer is under the influence of illegal Drugs or a Controlled Substance. The suspicion must be based upon articulable specific, contemporaneous physical behavioral or performance indicator of probable Drug use (including, but not limited to, repeated errors on the job and unsatisfactory time and attendance problems), which must be coupled with a specific, contemporaneous event that indicates probable drug use.

(f) At the time an Officer is ordered to submit to reasonable cause testing authorized by this policy, the Chief of Police shall provide the Officer with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing at the time directed by the Chief of Police in the written notice may subject the Officer to discipline, but the Officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

(g) Compensation: Employment testing shall be administered during an Officer's or employee's duty hours, with no additional compensation, unless such scheduling is impractical. If such scheduling is impractical, an Officer or employee will be compensated at the overtime rate for any additional time directly related to administration of the drug test.

(h) Location: All testing shall take place within the City of Casey, Illinois or as otherwise directed.

(i) Discipline: In the event of a Positive Test Result, the Officer or employee who engages in any prohibited conduct or who has a Positive Test Result may, at the City's discretion, be required to undergo a qualified assessment and/or may be required to enroll in and successfully complete a Drug and/or Alcohol rehabilitation, treatment or counseling program. The Officer or employee who engages in any prohibited conduct or who has a Positive Test Result will also be subject to other disciplinary action, up to, and including, termination.

(j) Post-Accident Testing: An employee may be required to submit to drug testing when their job performance either contributed to an Accident or cannot be completely discounted as a contributing factor to an Accident. The employee will be tested as soon as possible, but not later than 32 hours after any Accident. The employee may be sent to the City's MRO where a medical evaluation will be completed and a urine sample and blood specimen will be completed to check for the presence of Alcohol, Drugs or Controlled Substances.

(k) Return to Duty Testing. If/when an employee returns to work after failing a drug test under the terms of this policy, it is mandatory that the individual first pass a drug test and subsequently submit to a program of random testing during his/her regular

duty hours for a period of eighteen (18) months. Whether testing is conducted on a daily, weekly, monthly or longer basis is left to the discretion of the City's MRO.

(l) **Failure or Refusal to Submit to a Drug Test.** If an employee or applicant fails or refuses to submit to a required drug test or provides or attempts to provide an adulterated sample, the City will not hire, promote, transfer, assign, or continue to utilize that individual in any capacity and may, in its sole discretion:

- (1) terminate the employee, or refuse to hire the applicant; or
- (2) remove the employee from duty or refuse to hire the applicant until recommended for return to duty or hire by the MRO;
- (3) continue to employ the employee or hire the applicant in a non-covered position.

#### **V. Chain of Custody.**

(a) The City agrees to establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this policy shall be permitted at any time to become a part of this chain of custody. This includes, but is not limited to tracking its handling and storage from the point of collection to the final disposition of the specimen.

(b) A sufficient sample of the same bodily fluid or material from an employee will be collected to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;

(c) The clinical laboratory or hospital facility which performs the initial screen and confirmatory test (if required) shall be licensed pursuant to the Department of Health and Human Services (DHHS) and shall be certified by the National Institute of Drug Abuse (NIDA).

#### **VI. Confirmatory Test.**

(a) A second analytical procedure will be performed to identify the presence of a specific Drug or metabolite which is independent of the initial test and which uses a different technique and chemical principal from that of the initial test in order to insure reliability and accuracy. Gas chromatography/mass spectrometry (GCMS) or a more reliable scientific equivalent shall be used for the confirmatory test.

#### **VII. Collection Site.**

(a) The Collection Site for obtaining specimens shall be in Casey, Illinois (or as otherwise directed) and shall provide for the privacy of the individual. The corporate authorities may contract with a reputable laboratory to oversee or operate any aspect of the implementation of this policy. There shall be no person, other than the person collecting the sample and the person providing the specimen, present in the room in which an individual provides a specimen. All collection procedures shall follow accepted legal and ethical guidelines, as set forth in 49 CFR Part 40.

#### **VIII. Medical Review Officer.**

(a) The City's MRO will be responsible for all interpretation(s) of test results

and individual evaluations.

(b) The MRO must review confirmed Positive Test Results and determine whether any legitimate alternative medical explanation could account for the Positive Result before a test is considered a "true positive".

(c) In the event that an individual tests positive, only after the initial screen and confirmatory test show a positive result, the MRO will contact, by the most expedient means available, the employee affected to advise him/her of the Positive Test Result.

(d) The MRO will provide the individual an opportunity for an interview, in person or via telephone, at the discretion of the employee, to discuss with the MRO the possible reasons for the positive test.

(e) If a grievance is filed challenging the test results, the MRO will review the records and contact the individual's physician(s), lab analysts, laboratory director and any expert consultants as the MRO determines necessary.

(f) If the records from the collection site and/or laboratory raise doubts about the handling of the sample, the MRO may decide the urinary evidence is insufficient and no further action would be taken. In this case, the MRO will declare the test to be negative and submit an explanation as to possible reasons for the error. Should there be no finding by the MRO of error for a Positive Test Result, after verification of the procedures used, the MRO will declare the test a verified positive and notify the City's Representative and the affected employee.

#### **IX. Rehabilitation**

(a) In order for an employee, who has had a Positive Test Result but whose employment with the City has not been terminated, to be returned to duty or re-hired, the MRO must review the employee's rehabilitation program and certify in writing that the affected employee is approved for return to duty. In accordance with the Return to Duty Testing provision contained in this policy, the MRO will establish a schedule for unannounced drug testing for the affected employee and will coordinate with the City's representative for notification of the individual when testing is to be accomplished. Nothing contained in this Article IX shall be construed to require the City to return any employee to duty or to contribute to the cost of any rehabilitation program.

#### **X. Release of Test Results & Record Keeping.**

(a) Individual privacy and confidentiality will be carefully maintained at all times. With the exception of the testing laboratory, MRO and the Mayor, the results of individual drug tests will not be released to anyone without the express written authorization of the tested individual, except upon the request of a lawful State or Federal agency as part of an accident investigation, upon receipt of a lawful subpoena or court order, or to the City Council upon the filing by the affected employee of a grievance concerning such testing. The Mayor will clearly indicate to each individual, prior to release, who will receive data.



(b) To maintain confidentiality, written records will be stored in locked containers or in a secured location, accessible only by the Mayor. The City will not release the Officer's or other employee's drug test records to a subsequent employer, unless the employee gives their written consent.

(c) Records will be maintained by the Mayor for the minimum time specified from time to time in 49 CFR Part 199.23. Records that show a Positive Test Result will contain documentation by the MRO that support the MRO's determination of confirmed test results, and records showing the MRO's determination demonstrating rehabilitation, if any.

#### **XI. Employee Assistance Program**

(a) The City will provide for employee education and training in accordance with an Employee Assistance Program (EAP) and the following provisions:

- (1) All employees will receive annual training on the following subjects and receipt of this training will be documented by the City Attorney.
- (2) Effects and consequences of drug abuse on personal health and safety and the work place;
- (3) Manifestations and behavioral cues of drug abuse;
- (4) Regulations and contractual agreement(s) mandating testing and training.
- (5) The City's commitment to a drug free work place:
  - i. Policy
  - ii. Penalties
  - iii. EAP (to include notification to each employee of an area drug help hot line phone number)
  - iv. Training and education
- (6) The provisions of the Employment Testing Article of this Policy; and
- (7) Employee rights of privacy and disclosure of testing results.

(b) The training will be of a formal classroom nature, and will be supplemented throughout the year with informational posters and flyers on the hazards and effects of drug and alcohol abuse. In addition to the above annual training, supervisory personnel will receive an additional one hour of training, including the following:

- (1) The physical, behavioral, and performance indicators of probable drug abuse;
- (2) The profile of an at-risk employee;
- (3) The impact of drugs and alcohol in the work place and in society;
- (4) Methods for communicating the City's Anti-Drug Plan;
- (5) Methods of confronting suspected drug abusers that lead to drug testing and appropriate corrective action; and
- (6) Confidentiality and how it applies to this provision of this policy.



## **XII. Alcohol Testing**

(a) Where the Chief of Police has reasonable suspicion to believe that an Officer is under the influence of Alcohol during the course of the work day, the Chief of Police shall have the right to require the Officer to submit to alcohol testing as set forth in this policy

(b) Order to Submit to Testing. At the time an Officer is ordered to submit to alcohol testing authorized by this policy, the Chief of Police shall provide the Officer with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing at the time directed by the Chief of Police in the written notice may subject the Officer or other employee to discipline, but the Officer's or other employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

(c) Test to be conducted.

- (1) With regard to alcohol testing, for the purpose of determining whether or not the Officer or other employee is under the influence of Alcohol, test results that show an Alcohol concentration of .04 percent or more based upon a breathalyzer or intoxilyzer test(s). This shall not preclude the City from attempting to show that lesser test results, i.e. below .04, demonstrate that the Officer or other employee is under the influence of Alcohol, but the City shall bear the burden of proof in such cases;
- (2) Testing for the presence of Alcohol may be conducted by urinalysis and blood specimen, at an accredited laboratory or hospital licensed pursuant to the Illinois Clinical Laboratory Act according to the provisions previously listed herein. There may be a breathalyzer or intoxilyzer test(s) conducted to determine the presence of alcohol.

(d) General Provisions: All other provisions of this policy shall apply to this unless the context indicates otherwise.

## **XIII: MISCELLANEOUS.**

Nothing in this policy requires the City to undertake any of the testing procedures described in this policy as a prerequisite to any disciplinary action, and nothing in this policy restricts the discretion of the City to proceed based solely on the evidence of behavior, personal observations, or other evidence.

### Appendix F – Wage Matrix

	4/30/2019	5/1/2019	5/1/2020	5/1/2021
Employee		2% + .20	2.25% + .20	2.75 + .20
Justin Goble	20.80	21.42	22.10	22.91
Kenneth Woods	19.99	20.59	21.25	22.03
Austin Glidewell	19.31	19.90	20.55	21.32
Seth Brewer	19.31	19.90	20.55	21.32
Tyler Sponsel	19.31	19.90	20.55	21.32
Blain Washburn		19.31	19.94	20.69
Jason Metzelaars		19.31	19.94	20.69

\* The above Wage Matrix includes the .20 cents longevity

\*Blain Washburn and Jason Metzelaars were hired on 9/16/19 starting pay after FTO is 19.31