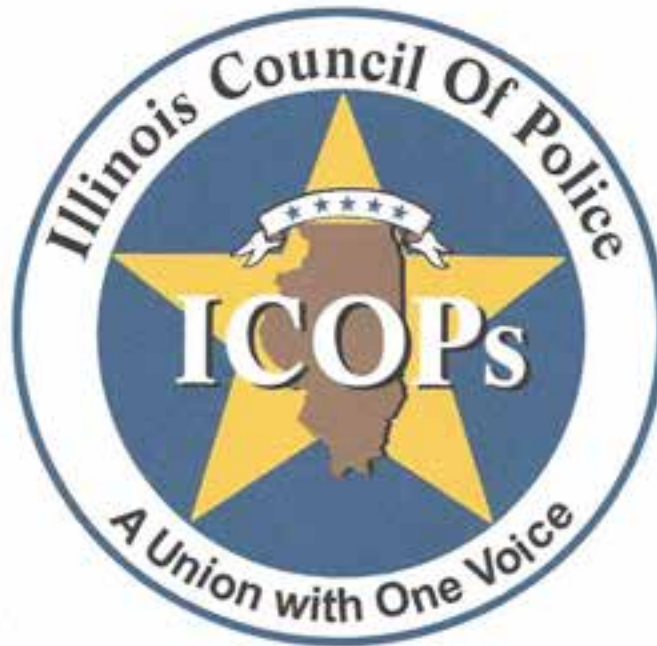


AGREEMENT



Between

Illinois Council of Police

and

City of Lexington, Illinois

Covering

Lexington Part-time Police Officers

May 1, 2018 through April 30, 2021

AGREEMENT

Between

Illinois Council of Police

And

City of Lexington

Covering City of Lexington Part-Time Police Officers

May 1, 2018 through April 30, 2021

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PREAMBLE

This Agreement made and entered into this 1st day of May, 2018 by the City of Lexington, hereinafter referred to as the "City" or "Employer", and Illinois Council of Police or its local bargaining member, hereinafter referred to as the "Union", who mutually agree:

ARTICLE 1 RECOGNITION

Section 1. Recognition. The City recognizes the Union as the exclusive bargaining agent for police officers employed by the City excluding the Chief of Police, full-time police officers, clerical employees and all other employees of the City, including supervisory, confidential, short-term and managerial employees as defined by the Illinois Public Labor Relations Act, pursuant to the certification issued by the Illinois Labor Relations Board in Case #S-RC-10-186.

Section 2. Except as authorized by this Agreement, the City shall not enter into any contract or agreement with any bargaining unit employee(s), individually or collectively, in conflict with any provisions of this Agreement. Any individual agreement(s) shall be void and without force and effect.

Section 3. Part-time police officer, hereinafter referred to as the "Employee" or "employee", shall include Police Training Institute certified individuals hired by the City to perform law enforcement duties regularly and who are not designated as full-time police officers expected to work 40 or more hours per week on a consistent basis. The City may adopt a 1,000 hour standard for participation in the Illinois Municipal Retirement fund (IMRF) for part-time employees.

ARTICLE 2 UNION SECURITY AND DUES DEDUCTION

Section 1. Dues Checkoff. The Employer agrees to deduct from the pay of any unit employee the Union membership initiation fees, uniform assessments and dues of the Local Union of all members of the bargaining unit who sign and deliver to the City office an assignment authorizing said deductions in the amount certified by the Treasurer of ICOP. The treasurer shall, not less than annually, provide the City a certification of the total amount of annual and monthly dues. The past two (2) month's aggregate deductions along with a statement that lists the employees who had dues deducted from their paychecks shall be remitted to the Union at the beginning of the month on a bi-monthly basis, or six (6) times per year. No deductions prohibited by law shall be made.

Section 2. Fair share. Employees covered by this Agreement who are not members of the Union shall be required to pay in lieu of dues, their proportionate, fair share of the costs of the

collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names shall be remitted to the Union at the address designated in writing to the Employer by the Union, at the same times dues are remitted per Section 1 above. The Union shall advise the Employer of any increases in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members.

This paragraph shall not apply to those part-time employees already on the city's payroll who have revoked their dues authorization when this Agreement was executed, who shall be grandfathered from fair share requirements so long as they continue their current part-time employment status.

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount, equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 3. Indemnification. The Union shall indemnify, defend and hold harmless the city, its officers, officials, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that arise out of or by reason of any actions by the City for the purpose of complying with the provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of the provisions of this Article.

ARTICLE 3 DISCRIMINATION

Section 1. Gender. All references to the employees' in this Agreement are intended to designate both sexes, and wherever the male gender is used it shall be construed to include male and female employee.

Section 2. Non-discrimination. Neither the employer, the Union, nor any employee shall discriminate against any employee because of race, creed, color, religion, age, national origin, ancestry, sex, marital status, physical and mental handicap or disability unrelated to the ability

to perform, or unfavorable military discharge, as defined by federal and state laws, or because of the Employee membership or non-membership in the union, or participant or non-participation in lawful union activity. Any claims of individual discrimination shall be enforced under applicable statutes which shall not be considered part of this agreement.

The parties recognize the Employer's right to make and enforce reasonable rules governing employee conduct, including rules prohibiting discrimination and unlawful harassment, in its programs and activities. The Employer will provide the Union a written copy of new or changed rules and meet with the Union to discuss those rules upon request.

ARTICLE 4 UNION VISITATION AND UNION BUSINESS

Section 1. Union Visitation. The Union representative, as designated by the Union, may have access to City property in order to help resolve a dispute or problem. In order to receive access, the Union representative will provide at least 24 hour notice to the Police committee chairperson or his designees and make arrangements with him not to disrupt the work of the employees or non-bargaining unit employees. Management representatives may accompany the Union representative during his visit. The representative may visit with employees before or after their work day and during any lunch period. Any business conducted by the official representative will not disrupt the operations of the office and related work activities of any employee. Representatives of the Union will sign in and out of the administration building.

Such visits shall be of reasonable duration and the Union representative may interview the aggrieved employee or employees provided the interviews do not materially interfere with any efficient operation. The Union agent(s) will be subject to all of the business rules and regulations of the City while on such visit.

The Union will provide the City with a list of Union representatives and shall provide the city written notice of any changes as they occur.

Section 2. Union Bulletin Board. The city shall provide space in the Police Department operations center for a Union Bulletin Board to post notices and materials related to employee representation, excluding political activities and/or endorsements of candidates for public office. Any material posted shall not be derogatory of any city official or citizen.

Section 3. The City will notify the Union or its local representative when any new unit employees are hired and their start date, as well as the date of any resignations, removal or promotion of unit employees to positions outside the unit within fourteen (14) days of such action.

ARTICLE 5 MANAGEMENT AND WORK ASSIGNMENT

Section 1. The right to establish new jobs, abolish or change existing jobs, establish, revise, transfer or eliminate units or, within the City, direct, hire, promote, lay-off, discharge or discipline for cause and to maintain discipline and efficiency of employees is the sole right and responsibility of the City and the Chief of Police.

Section 2. In addition, all the customary and usual rights, powers, functions and authority which the city had prior to the signing of this Agreement with the Union, including those in respect to rates of pay, hours of employment and conditions of work are retained by the City, except those rights, functions or authority which are specifically modified by the express provision of this Agreement.

Section 3. In addition and by way of illustration, but not limiting the generality of the foregoing, the right to schedule hours, places of work, schedule and methods of accomplishing the City's business, assignment of work, methods, means, types of tools and equipment, the right to make reasonable rules and regulations of uniform application and any and all other responsibilities, duties and prerogatives ordinarily handled the City's management shall be the sole and exclusive rights and responsibility of the city. The City shall retain complete flexibility as to the nature of tasks assigned to employees, except as may be expressly limited by this Agreement. The employer shall not exercise these rights in an arbitrary or capricious manner.

ARTICLE 6 RIGHT OF REPRESENTATION

Section 1. Access to Personnel Records. Each employee shall have the right to review the contents of said employee's personnel file, in accordance with the Illinois Personnel Records Review Act, 820 ILCS 5/40-1-et seq. Said Act shall not be considered a part of this Agreement.

Section 2. Right of Representation. Before conducting any interview which may reasonably be expected to result in disciplinary action against the employee being questioned, that employee may request that a Union representative be present. It is recognized that an employee may not insist upon a particular representative or the City delay where one is unavailable. This section does not apply to the giving of instructions, training, employee evaluations, or needed corrections of work techniques, or where the meeting is only to advise the employee of a disciplinary decision.

Section 3. Bill of Rights. The parties recognize the Police Officers Bill of Rights, 50ILCS 725/1, and the obligations therein. Such statute shall not considered part of this Agreement, nor subject to any provisions of this Agreement.

ARTICLE 7 GRIEVANCE AND ARBITRATION

Section 1. Grievance.

- A. A grievance is defined as any difference, complaint, or dispute between the Union or any Employee and the Employer regarding the application, or interpretation of the express provisions of this Agreement.
- B. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s) affected. Either party may have the grievant, or one grievant representing a group of grievants, present at any step of the grievance procedure. The employee is entitled to union representation at each and every step of the grievance procedure. The Union shall be entitled to attend any formal grievance proceeding initiated by any employee, where the employee has not requested union representation. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.
- C. The grievance shall state the nature of the dispute, the specific provisions, of this Agreement allegedly violated, the date of the alleged violation, and the relief sought. The form shall be signed and dated by the grievant.

Section 2. Grievance Steps.

Step 1 – Department Head. The Employee and/or the Union shall submit the written grievance with the Chief of Police, or his designee. The employee shall inform the supervisor that this discussion constitutes the first step of the grievance procedure. All grievances must be presented not later than ten (10) days from the date the grievant became aware or should have become aware of the occurrence giving rise to the complaint. The Department Head shall render a written response to the grievance within ten (10) days after the grievance is presented.

Step 2 – Committee Chairperson. In event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to Police Committee chairperson or his/her designee, within ten (10) days from the receipt of the answer or the date such answer was due, whichever is earliest. Within fourteen (14) days after the grievance is presented, the Committee Chairperson shall discuss the grievance with the Union. The Committee Chairperson shall render a written response to the grievance within ten (10) days after such discussion is held and provide a copy of such answer to the grievant and/or the union steward. Any grievance adjusted at Step 1 or 2 shall not set any precedent for future issues, unless formally approved by the Union and City Council.

Step 3 – Corporate Authorities/Designee. If the matter is not adjusted in Step 2, or no answer is given with the time specified, the Union, by written notice, sent by certified mail to the Employer within fourteen (14) after the Step 2 answer, or after such answer was due, may appeal the grievance(s) to Step 3. It is agreed that appeals postmarked within the fourteen (14) days' time limit are timely. After such appeal, the corporate authorities or a designee thereof, and Union shall meet to discuss the grievance(s) which has been appealed to Step 3 at City Hall at a time set by the Employer. Within fourteen (14) days of such meeting, the Employer shall render its written decision to the grievant and/or the Union.

Step 4 – Arbitration. Within fourteen (14) days of issuance of the decision at Step 3 or the date it was due, the Union may appeal the grievance to arbitration by providing written notice of its appeal to arbitration to the Mayor by certified mail or personal delivery. Representatives of the Employer and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within seven (7) days after the Union's request for arbitration is received, the parties shall request the Illinois Labor Relations board or the Federal Mediation Conciliation Service to submit a list of seven (7) arbitrators. Either party may reject one panel, provided it pays any fees necessary to receive a second panel. The parties shall alternately strike the names of one arbitrator, with the Union making the first strike. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Arbitration Procedures. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator. The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each part shall bear the expense of its own witnesses who are not employees of the Employer.

The arbitrator shall have no authority to imply any term or to interpret any federal or state statute where compliance therewith is in dispute, amend, modify, nullify, ignore, add or subtract from the express provisions of the Agreement.

The expense and fees of the arbitrator and the cost of the hearing room and transcript, if one is requested, shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator during the term of this Agreement or to use expedited arbitration procedures, where they deem it appropriate.

The decision and award of the arbitrator rendered within his authority shall be final and binding on the Employer, the Union, and the Employee or Employees involved. The time limits set forth herein are intended to be strictly observed, provided the parties to

this agreement may mutually extend any time limit provided herein. Said extensions must be in writing signed by both parties to be valid.

Section 3. Issue Waived. Any issue not raised by Step 2 of the above process will be deemed waived. Any grievance not presented within the time limit provided shall be settled in the basis of the last answer from the Employer.

ARTICLE 8 PROBATIONARY PERIOD

Section 1. Initial Probationary Period. All Employees shall be considered in probationary status during their initial twelve (12) months probationary period of continuous, uninterrupted service. The Chief of Police may extend the probationary period for an employee for a period not to exceed an additional 90 calendar days. The probationary period shall be regarded as an intrinsic part of the hiring process and shall be used for observing the employee's performance and adaption to City's government.

Section 2. Probationary Employee Dismissal. At any time during this probationary period, the employees shall be subject to dismissal without the filing of specific charges and shall not have access to any grievance or appeal procedure. Upon completion of the probationary period, the employee shall be credited with seniority from his date of hire.

Section 3. Seniority. Upon successful completion of probation, part-time police officers shall be accorded seniority based on hours worked and from their most recent date of hire, which seniority shall continue so long as the employee remains continuously employed. In the event anyone is re-hired within 12 months of quitting or layoff, he may be reinstated with his prior seniority, adjusted for the break in service. In the event two or more employees are hired on the same date, their respective rank in seniority shall be determined based on hours worked and by the date of the employment offers, or if the same, by the last four digits of their respective social security numbers. Seniority shall terminate where the employee quits, retires, is terminated or discharged, or transfers outside the bargaining unit, except that seniority shall continue to accrue during any period of service as a full-time member of the City's police department.

The City shall, upon completion of negotiations, and thereafter annually on May 1, prepare a seniority list, and provide a copy to the Union. Any grievance over the initial list, or any updated list, must be filed with fourteen (14) days, and the list shall thereafter be conclusive.

In the event of any reduction of part-time employees, the City or the Chief of Police shall lay off first, any officer who is on probationary status. The Chief of Police shall then take into consideration how long an employee has been continuously employed with the City, the hours worked during that employment, and the availability of the employee. The employee who has the least availability in a given work week shall be laid off first. The employee who has the

most availability to work during a given week shall be laid off last. Employees shall be recalled in reverse order of lay off. Nothing herein shall be interpreted or applied to limit the City's authority to determine whether to employ part-time personnel, to eliminate any or all police services.

ARTICLE 9 DISCIPLINE

Section 1. Disciplinary Procedure. The Employer agrees with the tenets of progressive and corrective discipline. Cause for discipline or discharge shall be defined as a substantial shortcoming or action which renders the continuation of employment of the employee detrimental to the Employer of the public, as defined by the Illinois Courts. However, the parties recognize that the facts may justify a disciplinary action that is corrective in nature or a discharge for a first offense, without regard to prior offenses of the same type and which is outside any normal progressive discipline.

Prior to any disciplinary suspension, or discharge, except as noted, an employee will receive a documented verbal or written corrective action notice concerning employment deficiencies requiring immediate corrective action(s). Such notice(s) shall not be considered discipline, and shall not serve as a basis for disciplinary suspension or discharge where more than 12 months have elapsed (excluding any absence leaves) since the action notice issued. Where the employee, despite the corrective action notice, fails to correct the deficiencies noted, or receives more than 3 separate action notices within a twelve month period, the employee shall be subject to suspension without pay or discharge. No prior correction action notice shall be necessary for serious misconduct including, without limitation, violation of the City's personnel policies and rules of conduct and municipal code.

The employee should be afforded an opportunity to state his/her views concerning the conduct causing any disciplinary action. Such discussion should take place as soon as practicable, and the employee should be informed clearly of the basis for any disciplinary action. Furthermore, upon request of the employee, a representative of the Union shall be allowed to be present and participate in such meetings.

Discipline consisting of a five (5) day suspension or less shall be appealed only under the City's policies. Discharge or suspensions of more than five (5) days may be appealed under the City's policies, or at the election of the employee, submitted to the grievance procedure herein.

Section 2. Suspension Without Pay Pending Discharge. When discharge proceedings against an employee are pending and in the discretion of the employer it is believed that the continued presence of the employee in the workplace may increase risk of work disruption or harm to the City or its employees, the Employer may suspend the employee without pay pending discharge. A hearing will be held no later than fourteen (14) days after initial suspension of the employee. If a final determination is made not to discharge the employee,

the employee shall be reimbursed for lost wages for the period of suspension pending discharge, less any amount for disciplinary suspension.

Section 3. Implied Resignation. Any employee who fails to report to work or notify his/her supervisor of his intended absence without cause for two (2) consecutive scheduled shifts shall be deemed to have resigned, and shall have no right to progressive discipline or pre-disciplinary proceedings pursuant to this Article.

ARTICLE 10 SCHEDULING

Section 1. Scheduling. All Employees shall provide the Chief of Police by the 20th of each month, a list of the dates and times the employee will not be available to work during the following month. The times the employee is available to work shall be in eight (8) consecutive hour increments. Any employee who fails to provide such list shall be presumed to be unavailable for the following month, and shall not be scheduled for work that month. Any employee who is unavailable for work for two or more months may be removed from the part-time position, at the option of the Chief of Police, and replaced with someone who is available to work part-time regularly.

Once the Chief of Police receives such unavailability lists, and determines what hours of work to schedule for the following month, the Chief of Police shall schedule available employees for available shift of work to equalize the opportunity for each regular part-time employee to work, stating the most senior employee available to work during the hours needed, unless the Chief of Police determines the need to schedule someone for training or other reasons to enhance the overall efficiency of the department. The Chief of Police shall post a schedule for the month on or before the last day of the preceding month.

Employees may, with the approval of the Chief of Police, trade shifts with another part-time employee, provided the shift trade is documented in writing. Once traded, each employee shall be responsible to work the shift accepted.

When an employee is scheduled to work, and is unable to do so because of illness, or because he is mandated by his full time employer to work during his scheduled hours, he must give notice of his inability to work as scheduled as soon as possible, and in no event, less than four (4) hours before his starting time. The Chief of Police may require documentation of the necessity of the absence. Any employee unavailable for work more than three (3) scheduled shifts in any 90 day period may, at the option of the Chief of Police, be removed as a part-time employee, and replaced with someone who is available to work part-time regularly.

Section 2. Residency. Part-time Employee shall not be required to become or remain City residents, so long as they reside within a reasonable commuting distance, so that the employee's ability to work and report on time for work is not affected.

ARTICLE 11 WAGES

Section 1. Wages. Part-time employee officer shall be paid hourly pursuant to the following schedule:

City of Lexington Part-Time Officer Pay Scale			
Increase		1.00%	1.00%
Period	5/1/2018 To 4/30/2019	5/1/2019 To 4/30/2020	5/1/2020 To 4/30/2021
Hourly Wage	\$17.10	\$17.27	\$17.44

Section 2. Court time. Where a part-time officer employee is required to appear in court in connection with his employment with the City, he shall be paid for his actual time from arrival until released by the Court or State's Attorney. He shall make an accurate report of the time to the Chief of Police. Where the court appearance is not during hours the officer is scheduled, he shall be paid a minimum of two hours for court duty per day.

Section 3. Mileage Reimbursement. Unit employees who are approved to attend training and travel outside McLean County shall be reimbursed for the mileage at the current rate approved by IRS.

ARTICLE 12 SAFETY

Section 1. Safety. Part-time employees will be provided the necessary equipment to perform assigned duties in a safe manner, and shall be required to utilize the safety equipment and devices provided, without modification, or removal of safety features. Where an employee has reasonable cause to believe his safety and health is in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall immediately report his fact to the Chief of Police, who will determine what actions are to be taken, including whether or not the job should be shut down, or the equipment repaired or replaced.

ARTICLE 13 HOLIDAYS AND LEAVES

Section 1. Holidays. Employees will be required to work holidays when requested by the Employer so long as it does not interfere with their regular full-time employment.

Employees who work the following holidays will be paid one and one half (1.5) times their regular rate of pay for the hours worked on the holiday.

The holidays are:	New Year's Eve (half day)	New Year's Day
	President's Day	Good Friday
	Memorial Day	Independence Day
	Labor Day	Veterans Day
	Thanksgiving Day	Friday after Thanksgiving
	Christmas Eve (half day)	Christmas Day

ARTICLE 14 EFFECT OF THE AGREEMENT

Section 1. Complete Understanding. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties, signed by their authorized representatives.

Section 2. Savings Clause. Should any article, section or clause of this Agreement be declared unlawful or unenforceable by a court of public agency, then that article, sections or clause shall be deleted from this Agreement. The remaining articles, sections and clauses shall remain in full force and effect.

Section 3. No Strike/No Lockout. During the term of this Agreement neither the Union nor employees represented by the Union shall participate in any strike or concerted action in whole or in part. Employees represented by the Union shall not, during the term of this Agreement, participate in any concerted action which will disrupt the normal or extracurricular activities of the City. During the term of the Agreement the Employer agrees it will not lock out employees.

Section 4. City's Personnel Policy. On issues which this Agreement does not address the terms of the Employers personnel policy, as modified from time to time, shall apply. However, in any case this section shall not provide any economic or benefit increase over that contained in this Agreement to the employees covered by this agreement.

Section 5. Duration. This Agreement shall become effective upon execution and shall expire on April 30, 2021, provided its terms shall continue from year to year unless either party gives written notice to terminate in accordance with the Illinois Public Relations Act.

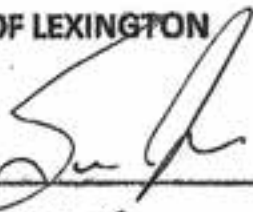
This Agreement is signed this 30 day of April, 2018.

SIGNATURES

CITY OF LEXINGTON

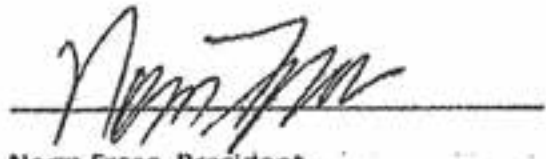
BY

Its



MAYOR

ILLINOIS COUNCIL OF POLICE

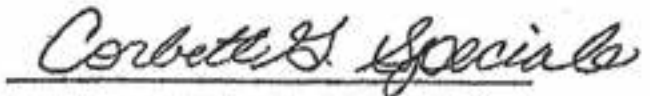


Norm Frese, President

ATTEST:



City Clerk



Corbett Speciale, Chapter Representative

MEMORANDUM OF AGREEMENT CONCERNING ALCOHOL AND DRUG POLICY

Section 1. Policy. The unlawful sale, use, manufacture, distribution, dispensation or possession of a controlled substance, or the use or possession of alcohol in the workplace, or while engaged in any City business, is strictly prohibited. It shall not be unlawful for employees to be under the influence of a prescription drug used in accordance with and at the direction of a licensed physician, provided that, employees shall provide the City with a letter from their physician verifying such drugs will not interfere with their performance of the employee's job duties before working while on any prescribed medications.

Section 2. Testing Process.

A. Testing Circumstances.

1. **Pre-Employment.** Applicants for bargaining unit positions will be tested for drugs before they are employed. Employment is contingent upon a negative test result.
2. **Reasonable Suspicion**
 - a. A covered employee may be tested for alcohol and/or drugs whenever there is reason to believe that the employee has violated the prohibitions, or is impaired by any drug or alcohol. A determination that reason to believe exists will be based on specific observations concerning the appearance, behavior, speech, or body odors of the employee. The observation and determination may only be made by a supervisor, who shall receive training in detecting the symptoms of alcohol or drug misuse.
 - b. The supervisor's basis for ordering a drug/alcohol test shall be documented. The document must be completed and signed by the supervisor within two hours of the observed behavior, or before the results of the test are released, whichever is later, unless circumstances preclude it. The supervisor, or his designee, shall transport the employee to the testing facility.
 - c. An employee directed to complete a test will immediately report for testing upon receipt of this direction by the employer. Covered employees may not be returned to the performance of safety sensitive functions until cleared by a negative reasonable suspicion test.
3. **Post-Accident**
 - a. As soon as practicable following an accident involving any motor vehicle or while on duty in which there is an injury or damage to any property from the accident, the covered employee will be tested both for alcohol and drugs. As soon as practicable following the accident, the covered employee must contact his/her supervisor to explain that he/she was involved in an accident. The employee must inform his/her supervisor if any type of alcohol or drug tests was/were administered. The supervisor must contact the testing facility and schedule an appointment for the employee to be tested for whichever test(s) had not been administered immediately upon the employee's return. A covered

employee subject to post-accident testing must not use alcohol for eight hours following the accident, or until he/she undergoes an alcohol test, whichever occurs first, and shall not take any drug until a test is performed, unless medically essential.

- b. A covered employee subject to post-accident testing shall remain readily available for testing or will be deemed by the City to have refused to submit to testing.
- c. Any refusal to complete a test when directed will be deemed insubordination, and disciplined accordingly.

4. Functional Impairment.

- a. Employees must notify their supervisors if they are using a substance, either administered by a physician or over the counter, which may impair their ability to function on duty.

5. Random Testing.

- a. Any employees required to be tested on a random basis pursuant to law or regulations shall be tested, as required.

6. Testing Facility.

- a. All specimen samples for required tests will be collected at an approved testing facility.

B. Tests Protocols

1. Alcohol.

- a. The alcohol test will be conducted using an evidential breath testing device (EBTD) or any other DHHS approved testing method. The alcohol test is generally a two-part process; a screening test and a confirmation test.
- b. If the screening test results in a negative reading, no further tests are required.
- c. However, a positive result on a screening test will require a confirmation test 15-20 minutes later. No adverse action will be taken against an employee without a positive confirmation test. This shall not apply where the employee is tested by any police agency incident to any traffic stop.

2. Drugs.

- a. The drug test will be urine test or any other DHHS approved testing method and will include, without limitations, the following drugs: amphetamines, cannabinoids (marijuana), phencyclidine (PCP), cocaine, and opiates.
- b. Split-sample collection techniques will be used. When the test of the primary specimen is negative, the laboratory disposes of the split sample.
- c. When the test of the primary specimen is confirmed positive, the laboratory continues to hold the split sample to ensure that it remain available for a second test. The Medical Review Officer (MRO) should notify each employee who has a confirmed positive test that the employee has 72 hours in which to request a test of the split sample. The employee will pay the cost of split-sample testing.

3. Prescription Drugs.

- a. At the time of the testing, the employee shall notify the testing facility of any prescription drugs that the employee is taking and shall provide a copy of said prescriptions to the testing facility within 24 hours of testing.

C. Test Results

1. Alcohol tests are read at the testing facility and are normally immediately available to the employee. Supervisors will be notified by phone of the test results. The testing facility will forward the follow-up test result written confirmation to the Major, or Designee. The results of drug test will not be available until the completion of the testing and evaluation process.
2. The City will make transportation arrangements to and from the testing facility for all employees directed for testing.
3. The MRO should work directly with the employee to ascertain if there was a legitimate reason for the positive test prior to the test results being considered and reported to the supervisor as positive.

D. Record Keeping

1. The Mayor will prepare and maintain records of the alcohol and drug testing program; access to these records will be controlled.
 - a. A covered employee is entitled, upon written request, to obtain copies of or have distributed any records pertaining to him related to alcohol and drug testing program.
 - b. Records will be made available to a subsequent employer upon receipt of a written request from a covered or previously covered employee.

E. Cost of Testing

1. The City shall pay all costs of testing for drugs and/or alcohol required by this policy.
 - a. If any employee requests a re-test of a sample in order to challenge the results, the employee shall pay all cost of the re-test.

Section 3. Rehabilitation. An employee, who, for the first time, is subject to discipline for being under the influence of alcohol or illegal drugs, or abusing prescription drugs, after Employer mandated testing, may elect to participate in a residential or out-patient rehabilitation program selected by the Employer. In such cases, the severity of the disciplinary action taken by the Employer will take into account the employee's effort at rehabilitation, as well as his offense.

An employee who elects to participate in a rehabilitation program must provide the Employer with written evidence of successful completion of the program and evidence from an after care treatment facility or continued participation in any recommended treatment.

An employee who voluntarily enters a rehabilitation program prior to being required to submit to testing hereunder, shall not be subject to disciplinary action for such, but shall not be excused from compliance with this policy for such voluntary treatment.

Section 4. Discipline and Discharge. Employees found to be selling, possessing, purchasing or delivering illegal drugs while on duty or on Employer property shall be subject to immediate discharge. Employees found to be under the influence of illegal drugs in accordance with the testing procedure set forth in the Article for the first time may have their discharge suspended, subject to a last chance agreement providing for a 30 day suspension without pay, if the employee seeks treatment as provided in this policy.

Employees found to be under the influence of illegal drugs in accordance with the testing procedures set forth in this Article a second time and those employees refusing to participate in treatment programs as provided in this Article as well as those employees who refuse to submit to testing, shall be immediately discharged.

Additionally, employees found to be intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen shall be immediately discharged.

This Agreement is signed this 30 day of APRIL, 2018.

SIGNATURES

CITY OF LEXINGTON

BY 

Its MAYOR

ILLINOIS COUNCIL OF POLICE




Norm Frese, President

ATTEST:



City Clerk



Corbett Specialo, Chapter Representative