

AGREEMENT

Between

Illinois Council of Police (ICOPs)

and

Village of Metamora, Illinois

Covering

Full-time Police Officers and Sergeants

May 1, 2017 through April 30, 2020

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PREAMBLE

This Agreement made and effective this _____ day of _____, 2017 by the Village of Metamora, hereinafter referred to as the "Village" or "Employer", and Illinois Council of Police, hereinafter referred to as the "Union", who mutually agree:

ARTICLE 1 -- RECOGNITION

Section 1. Recognition. The Village recognizes the Union as the exclusive bargaining agent for all full time police officers, including Sergeants, but excluding part time police officers, the Chief of Police, Deputy Police Chief, all other Police Department employees, clerical employees and all other employees of the village, 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-10-166.

Section 2. Except as authorized by this Agreement, the Village 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.

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 Village office an assignment authorizing said deductions in the amount certified by the Treasurer of ICOP. The Union Treasurer shall, not less than annually, provide the Village a certification of the total amount of annual and monthly dues. The past month's aggregate deductions along with a statement that lists the employees who had dues deducted from their paychecks shall be remitted to the Treasurer of ICOP. 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. 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 employees already on the city's payroll when this Agreement was negotiated, who shall be grandfathered from fair share requirements so long as they continue their current 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 Village, 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 Village 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 – NON - 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 employees.

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. Claims of discrimination shall be pursued under applicable federal or state laws, which shall not be part of this agreement or enforceable under it.

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 regarding mandatory subjects of bargaining prior to their effective date, and meet with the Union to discuss those rules before implementation 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 Village 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 Chief 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 their lunch period. Any business conducted by the official representative will not disrupt the operations of the office and related work activities of any employee of the Village. Representatives of the Union will sign in and out of the administration building.

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

The Union will provide the Village with a list of Union Representatives, members of Grievance Committees, members of the Bargaining Committee, and officers of the Local Union.

Section 2. Bulletin Board. The Village shall make available wall space for a Union bulletin board, to be used for notices or materials related to bargaining unit representation from ICOP, 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. Chapter Representative. The Village will notify the Union when any new unit employee is hired and their start date, as well as the date of resignations, removal or promotion of unit employees to positions outside the unit within fourteen (14) days of such action. The Union may appoint one Chapter Representative from the bargaining unit whose duty is to see that the terms of the contract are met. The Chapter Representative shall perform said duties before or after his/her work day and such duties shall not interrupt the work activities of any employee of the Village. If the Chapter Representative is working, he will be able to perform union duties as long as it does not interfere with regular police duties.

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 Village, 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 Village.

Section 2. In addition, all the customary and usual rights, powers, functions and authority which the Village 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 Village, except those rights, functions or authority which are specifically modified by the express provisions of this Agreement.

Section 3. In addition and by way of illustration, but not limiting the generality of the foregoing, the right to schedule overtime hours, places of work, schedule and methods of accomplishing the Village'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 by the Village's management shall be the sole and exclusive rights and responsibility of the Village. The Village 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 that the Village 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, 50 ILCS 725/1, and the obligations therein. Such statute shall not be considered part of this Agreement.

Section 4. Performance Evaluations. It is expressly understood between the parties that the evaluation of employees is a management right. As such, the evaluation instrument and/or evaluation scores are not subject to the grievance procedures of this Agreement. All police officers covered by this Agreement shall be allowed to meet with his/her supervisor to review the evaluation document, and in a separate document, provide his/her response to the evaluation.

Section 5. Freedom of Information Act. The Village's duties under the Illinois Freedom of Information Act (FOIA) shall not be altered by this Agreement, nor enforced under or through this Agreement, rather than as provided by such statute.

Section 6. New Employees. The Village will notify the Union of the hiring of new full time police officers within fifteen (15) days of the date the employee starts work.

ARTICLE 7 -- HOURS OF WORK AND OVERTIME

Section 1. Hours of Work. The work period shall be fourteen (14) days. The Chief of Police will schedule according to the needs of the department. Officers will normally be scheduled for five consecutive days on eight hour shifts or a 12 hour shift schedule, unless otherwise agreed between the Employer and the Union. Nothing herein shall be construed as a guarantee of work per day or per week. Work shifts shall be selected by seniority in November for the following year for each year of the Agreement, or more often as operational needs require.

The Chief may vary the normal shift start and end times as he deems necessary.

Section 2. Overtime. Employees shall be paid time and one half their existing regular hourly rate of pay where they actually work more than eighty (80) hours during the fourteen (14) day work period.

Full time officers may be required to work overtime or in excess of scheduled hours in both emergency and non-emergency situations. All overtime or unscheduled work is subject to authorization and advanced approval by the Chief of Police or his designee. All overtime will be offered to Bargaining Unit Members pursuant to a rotating overtime list prior to the overtime opportunity being offered to a part-time officer.

Section 3. Break Period. Provided they are available to handle all calls, officers may contact the dispatcher to indicate he or she is on break for up to ten minutes once in each half of his shift. Such breaks may not be expanded or extended, and officers are expected to be actively engaged in policing during the remainder of each shift. Officers shall be scheduled for a 30 minute lunch break each shift.

Section 4. Involuntary Callback. Employees involuntarily called back to work outside scheduled hours of work after having been relieved from duty, or called out to work on their scheduled days off, shall receive a minimum of two (2) hours work or pay, at the applicable regular rate per hour, except where the callback is necessary to correct the officer's own error.

Section 5. Court Time. Officers shall be paid their regular hourly rate of pay for all hours outside their regularly scheduled hours for necessary appearances before the court or grand jury; that is from the time set for the officer's appearance until the trial or hearing is finished, or the officer is

excused, where appearing in a case for prosecution. A continuance or rehearing for another date shall constitute an additional appearance where requested by the court, grand jury or prosecutor. A patrol officer shall be guaranteed a minimum of two (2) hours pay for each day of court duty, but shall make accurate written report to the Chief of the actual time expended. Where court appearances begin or end within thirty (30) minutes of the officer's regularly scheduled shift, the time shall be considered a continuation of the regular shift and shall not receive the two hour minimum.

Section 6. No Pyramiding. There shall be no pyramiding of overtime and/or any premium pay and no employee shall be paid more than once for the same hours worked (i.e., the maximum payment for any hours is one and one-half times the employee's regular rate), except where this agreement authorizes double time for holiday work.

ARTICLE 8 -- GRIEVANCE AND ARBITRATION

Section 1. Grievance. To resolve as promptly as possible any grievance as defined below, the parties agree:

- A. A grievance is defined as any difference, complaint, or dispute between the Union or any employee(s) 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.

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. A sample of the grievance form is attached to this Agreement.

- C. The union's Chapter Representative may be permitted up to one hour off without pay during their regular hours to investigate and process grievances, provided it does not interfere with his normal job duties, and cannot be completed during the lunch or break periods, or before or after his scheduled hours of work.

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 Chief that this discussion constitutes the first step of the grievance procedure. All grievances must be presented not later than seven (7) days from the date the grievant became aware or should have become aware of the occurrence giving rise to the complaint. In the event

of an ongoing or "continuing" occurrence, the time shall be measured from the first or original occurrence. The Department Head shall render a written response to the grievance within seven (7) days after the grievance is presented.

Step 2 – Committee Chairperson. In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to Committee Chairperson of the Police Committee, or his/her designee, within seven (7) 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 fourteen (14) days after such discussion is held and provide a copy of such answer to the grievant and/or the union representative. Any grievance adjusted at Step 1 or 2 shall not set any precedent for future issues, unless formally approved by the Union and Village Board.

Step 3 – Corporate Authorities/Designee. If the matter is not adjusted in Step 2, or no answer is given within the time specified, the Union, by written notice, sent by certified mail to the President of the Village Board within ten (10) days 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 ten (10) 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 Village Hall at a time set by the Employer. Within ten (10) days of such meeting, the Employer shall render its written decision to the grievant and/or the Union.

Step 4 – Arbitration. Within ten (10) 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 Village President 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 ten (10) days after the Union's request for arbitration is received, the Union may 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 party 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, nor any authority to 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(s) 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 resolved in the basis of the last answer.

ARTICLE 9 -- PROBATIONARY PERIOD

Section 1. Initial Probationary Period. All employees shall be considered in probationary status during their initial twelve (12) months of continuous, uninterrupted service. The Police Chief may extend the probationary period for an employee for a period not to exceed an additional six (6) months. 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 Village'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.

ARTICLE 10 -- 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 or 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 corrective action notice shall be necessary for serious misconduct including, without limitation, violation of the Village's personnel policies and rules of conduct.

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.

Section 2. Jurisdiction. The parties acknowledge that the Village Police Committee has exclusive jurisdiction of appeal of all suspensions greater than five (5) days as well as for discharge of a member officer, although nothing in this Agreement affects the right of administrative review of a decision by the Police Committee pursuant to the Administrative Review Act, 735 ILCS 5/3-101- et. seq.

Section 3. 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 Village or its employees, the Employer may suspend the employee without pay pending discharge. A hearing will be held no later than ten (10) work days after initial suspension of the employee. During the period of suspension, the employee may use vacation or personal time benefits. 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 4. 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 that the Village 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 5. Investigation Time Limits. All Village and/or Police Department investigations of Metamora Police Officers who are accused of misconduct or violations of Village ordinances or Police Department rules and regulations shall be conducted ninety (90) calendar days from the dates such investigations are initiated to the dates that charges are formally filed or such investigations are terminated without charges being filed, unless the Chief informs the Union of the need to delay conclusion of the investigation and the reasons therefore within such period of ninety (90) days. Any investigatory findings shall be disclosed to the Officer under investigation at the conclusion of the investigation. However, the 90-day time limit may be extended on a day-for-day basis to reflect any days that the Officer under investigation was not working for reasons of absenteeism, vacation, sickness, disability, bereavement or other normally recognized reasons for absence.

Section 6. Implied Resignation. Any employee who fails to report to work or notify his/her supervisor of his intended absence for three (3) consecutive days shall be deemed to have resigned, unless exigent circumstances dictate otherwise, and shall have no right to progressive discipline or pre-disciplinary proceedings pursuant to this Article.

ARTICLE 11 -- HOLIDAYS

The following days shall be paid holidays for all full time employees covered by this agreement.

New Years Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve Day
Christmas Day
New Years Eve Day

Other days may be designated from time to time by the Village Board.

Holidays shall be observed on the calendar dates thereof to be eligible for holiday pay when the employee is not scheduled to work the holiday.

- A. The employee must work within the payroll period during which the holiday occur.
- B. The employee must work his last scheduled working day before the holiday, and his first scheduled work day after the holiday, to be entitled to holiday pay.
- C. If a holiday falls within an employee's scheduled vacation, such employee shall be granted an additional day of vacation.

Section 2. Full time employees shall be allowed one (1) floating holiday off with pay annually, provided such day off must be scheduled off in advance and approved by the Department Head.

ARTICLE 12 -- DISABILITY

Section 1. Short Term Disability. The Village shall continue to provide short term disability income protection, either through insurance or by self insuring, for full time employees who are injured or ill as a result of non-occupational injury or illness. The Village shall maintain coverage equivalent to that provided May 1, 2010, but shall have the right to select the insurer and policy, so long as its benefits are substantially equivalent. Benefit claims under any disability insurance policy shall be determined in accordance with the policy, and shall not be subject to the grievance procedures herein.

Section 2. IMRF. The village shall continue to participate in the Illinois Municipal Retirement Fund, and employees who qualify under the 1000 hour participation standard, shall be required to participate. Benefits under the IMRF program shall be determined in accordance with the statutes governing IMRF.

Section 3. Personal Days. Full time employees shall accrue personal days at a rate of one-half day (0.5) per month of actual work after completing one year of service. Beginning May 1, 2019, full time employees shall accrue seven personal days each year at a rate of .583 days per month of actual work after completing one year of service. Accrued personal days must normally be scheduled off in advance with the Police Chief, provided that, where the employee must be absent due illness or injury, he will be authorized to use personal days for such absence if he provides notice of his intended absence at least one hour before his scheduled starting time to the Police Chief. Personal days may not be used in increments less than one hour. An employee regularly scheduled for 12-hour shifts may accumulate a maximum of 144 personal hours, and an employee regularly scheduled for 8-hour shifts may accumulate up to ninety-six (96) hours. No

employee shall continue to accrue additional personal days where he is at the maximum. At the end of any fiscal year, any employee who has more than 72 personal hours if he regularly works 12-hour shifts, or forty-eight (48) hours if he regularly works 8-hour shifts, shall be paid for the excess days, to reduce his available carryover to 6 days based on his regular shift length. Failure to properly report any absence will be considered an absence without pay and will be subject to disciplinary action.

Section 4. Worker's Compensation. Any employee who has a job related illness or injury shall be covered in accordance with the Illinois Workers' Compensation Act and Public Employee Disability Act, 5 ILCS 345/1. Benefit claims shall be determined in accordance with the statute governing worker's compensation, and are not subject to this Agreement or the grievance procedures herein.

Section 5. Medical Verification of Absence. All employees returning to work from any illness or injury absence of 3 consecutive days or more shall submit a doctor's certificate to their department head specifying the reasons of the absence, any limitations upon the employee's performance of work, and releasing the employee to return to work. The Police Chief may require a return to duty exam by an independent evaluator whenever he finds such necessary.

ARTICLE 13 -- FAMILY AND MEDICAL LEAVE-VESSA LEAVE

Where they apply, employees eligible for leave under the Family and Medical Leave Act (FMLA), the Illinois Victim's Economic Safety and Security Act (VESSA) or Family Military Leave Act may request leave without pay under those statutes. Any disputes related thereto shall be determined under said statute, and not under the grievance procedures of this agreement. Employees shall exhaust their accrued benefit time while on an approved FMLA, or other statutory leave

ARTICLE 14 -- HEALTH AND LIFE INSURANCE

Section 1. Life Insurance. The Employer shall provide life insurance coverage at least equal to a \$15,000 death benefit for active employees.

Section 2. Health Insurance. The Village will make available to full time employees in the bargaining unit the same health benefits plan made available to Village employees not within the bargaining unit. The Village reserves the right to change the insurer providing coverage, or to elect a self funded or pooled risk plan, and to implement cost containment provisions designed to lessen premium increases. The Village may offer alternative plans, such as a high deductible health plan option, where feasible. Claims for benefits shall be controlled by the terms of the plan provided, and shall not be considered under the grievance procedures of this agreement.

Premiums for health insurance, inclusive of individual, dependent, or spousal coverage if applicable, shall be paid according to the following schedule:

- Beginning May 1, 2017, the Village will pay 90% of an employee's health insurance premium, and the employee shall pay 10% of the premium;

- Beginning May 1, 2018, the Village will pay 88% of an employee's health insurance premium, and the employee shall pay 12% of the premium; and,
- Beginning May 1, 2019, the Village will pay 85% of an employee's health insurance premium, and the employee shall pay 15% of the premium.

ARTICLE 15 – SEPARATION

Each employee of the Village of Metamora, covered by this Agreement, upon retirement shall be entitled to payment for the amount of his/her unused vacation balance and unused personal days based on the employee's regular rate of pay on his/her last day on the job. In case of the death of an employee covered by this Agreement, the compensation due the Employee under this Article shall be paid to the Employee's surviving spouse or the Employee's estate.

ARTICLE 16 – UNPAID LEAVES

Section 1. Voluntary Unpaid Leave.

- A. A permanent, full-time employee who, for any reason considered good and sufficient by the Village, requests a leave of absence without pay may be granted such leave, not to exceed six months.
- B. An employee requesting a leave of absence without pay according to this rule shall submit a written request to the Department Committee chairperson, stating the reason(s) the leave is requested, and the inclusive dates of the leave.
- C. An employee's seniority and merit review dates shall be delayed one day for each day the employee is in a leave without pay status.
- D. Personal leave credits shall not accrue during the period of an approved leave of absence without pay.
- E. Group medical, life, short term disability and/or dental insurance may be continued during leave without pay, provided the employee pays the full monthly premium before each month for which coverage is elected. Full premium shall include both the employee and Village contributions to the plan. Where the employee elects not to continue such coverage, he shall be subject to any normal waiting period or coverage limitations contained in the plan, when he seeks to reinstate coverage.
- F. Employees shall be required to use accrued personal leave before the commencement of the leave of absence without pay, unless the Employer agrees otherwise.

Section 2. Medical Leave. Employees who are unable to work because of the commencement or continuance of an illness or injury, including pregnancy, shall be placed on a medical leave for the period of anticipated disability, up to three months. During such

medical leave, the disabled employee shall provide medical verification from a licensed doctor stating the employee's disability, anticipated duration of disability and prognosis for return to work. If the Employer has reason to question whether the employee is able or unable to perform his regularly assigned duties, the Employer may rely upon the certification of an independent physician. Such independent medical evaluation shall be paid by the Employer. Medical leaves of absence may, upon adequate verification, be extended for additional three month periods, for up to one (1) year, after which time any employee who cannot resume his job duties shall lose seniority and his employment. In the event said employee is thereafter rehired, however, he shall be credited with his prior service upon successful completion of his probationary period.

Section 3. Nonaccrual of Benefits. Benefit credits shall not accrue during an approved leave. An employee's seniority and merit review date shall be delayed one day for each day the employee is in a leave status under this article.

ARTICLE 17 – GENERAL PROVISIONS

Section 1. Bereavement Leave. In the event of death in the employee's immediate family (spouse, parents, brother, sister), the employee will be granted up to three (3) days off with pay during the period of bereavement. In the event of death of an employee's child, the employee shall be granted an additional seven (7) work days unpaid funeral leave, or such additional leave as may be required by the Illinois Child Bereavement Act. Funeral leave shall not be stored up or saved for use at a future date. In the event of a death in the extended family (grandparent, grandchild, father, mother, brother, sister or son or daughter in law) the employee will be granted two days off with pay to attend the funeral. Employees may be required to produce evidence of their relationship and attendance at the funeral.

Section 2. Military Leave. Employees covered by this Agreement who are members of a reserve unit of the U.S. Armed Services or National Guard shall be allowed military leave pursuant to state and federal law. Such laws shall not be a part of this Agreement, or enforced hereunder.

Section 3. Jury Duty. Employees called for jury duty shall receive their regular rate of pay during jury duty and will continue to accrue other benefits as a regular and active employee. Employees shall sign over all jury duty pay to the Employer, but will be entitled to keep expense reimbursements paid by the court.

Section 4. Attendance. Except where their absence has been previously scheduled, Employees shall be in attendance at work as scheduled, and comply with any personnel rules set up in their department to provide advance notice to their Department Head where they will be absent or tardy. Excessive or extended absence or tardiness will result in discipline.

ARTICLE 18 – VACATION LEAVE

Section 1. Accrual of Vacation Leave.

- A. Full-time employees shall be eligible for vacation leave annually in the following amounts for continuous uninterrupted service from their anniversary date of hire:
- | | |
|--|-------------------------|
| Less than 1 year of service | ineligible |
| After 1 year of service | (40 hrs.) 5 work days |
| After 2 years of service | (80 hrs.) 10 work days |
| After 5 years of service | (120 hrs.) 15 work days |
| After 10 years of service and thereafter | (160 hrs.) 20 work days |
- B. Each hour of vacation shall be paid at the employee's regular hourly rate, provided that, to be eligible for pay for vacation leave, the employee must have worked at least 36 weeks in his prior anniversary year. Vacation leave must be taken within the anniversary year in which the employee is eligible for such leave, provided the employee may carry over 5 work days vacation leave for use within the six month period after his next anniversary date. Any additional leave not used shall be forfeited. No employee may work and receive pay for vacation without authorization of the Village Board.
- C. Scheduling of vacation leave shall be subject to the Village's operating requirements. Vacation leave shall be scheduled in weekly increments, unless the department head approves use in increments of not less than one day. Once an employee has scheduled vacation leave, he may not be bumped out by a more senior employee's request, provided that, seniority shall be given priority for any vacation leave request scheduled before February 15 for that calendar year, provided no employee may schedule more than 2 weeks consecutively before February 16.
- D. The Department Head, with the approval of the Committee Chairperson, may require any employee to use any part of the employee's accrued annual leave any time it is deemed advisable.
- E. At termination or retirement, any unused vacation leave for which the employee is then eligible shall be paid at the employee's regular hourly rate of pay in the employee's final paycheck, except that any employee discharged for cause shall be ineligible for payment for any unused vacation leave.

ARTICLE 19 -- SENIORITY

Section 1. Seniority. Non-probationary employees shall have their seniority date established as the last date of hire into a full time position, or transfer from a part time to a full time unit position. Seniority lists for full time employees shall be updated annually on or before February 1, and any employee contesting his seniority date must file a grievance within 5 days after he/she is first listed with such date, or is forever barred from contesting it. Where two or more employees have the same date of hire, their seniority will be determined by their position on the hiring eligibility list.

Seniority and the employment relationship shall terminate whenever the employee:

- A. Quits;
- B. is discharged for cause;

- C. retires;
- D. is laid off, or absent from work for any reason, for 12 months;
- E. is absent without notice for three (3) consecutive workdays;
- F. fails to report for work within three work days after expiration of any leave of absence, or within five workdays after notice of recall from layoff, sent to the employee's last known address on record with the Village; or
- G. works for another, including self employment, while on a leave of absence, unless prior approval for such employment was obtained from the Village Board.

Section 2. Vacancies. A vacancy shall be defined as a position in the bargaining unit, which the employer has elected to maintain, and which is currently open due to resignation, retirement, death or termination. The term "vacancy" shall not apply to any temporary or substitute position resulting from an approved leave of absence.

The employer will post all newly created jobs and job openings within the bargaining unit at least five (5) workdays prior to filling the positions. Employees, including employees on layoff, shall have five (5) working days in which to make application for any vacancy or new job posted. Applicants for the position so posted shall be notified in writing within seven (7) working days after the position has been filled as to whether they were or were not the successful candidate.

All notices of new job and vacancy positions shall state the position and minimum requirement. Applicants who fail to provide evidence of such minimum requirements with their application shall not be considered for the posted position. The employer shall post notices of vacancies in the Village Administrative Office and the employee break room.

Section 3. Layoff-Recall. Where the Village Board determines, pursuant to its management rights, a layoff of full time unit police officers is necessary, any probationary officers shall be laid off before non-probationary officers, and non-probationary employees will be laid off in reversed order of seniority, least to most senior, provided any officer promoted to Sergeant may not be laid off until all other unit police officers are laid off. Officer will be recalled from layoff in reverse order in which they were laid off.

ARTICLE 20 – WAGES

The minimum rates of pay for full time police officers shall be:

	Current	5/1/2017	5/1/2018	5/1/2019
Start	\$16.30	\$17.12	\$17.97	\$18.87
After PTI	\$16.80	\$17.64	\$18.52	\$19.45
After				
Probation	\$17.80	\$18.69	\$19.62	\$20.61
After 2 nd Year	\$18.80	\$19.74	\$20.73	\$21.76
After 3 years	\$19.10	\$20.06	\$21.06	\$21.11
After 5 years	\$19.40	\$20.37	\$21.39	\$22.46

Solely for purposes of determining wages to be paid on the foregoing scale:

- Officers Ian Cummings, Janeen Henderson, and Darren Donald shall be deemed to have been employed for two (2) years as of May 1, 2017, and three (3) years as of May 1, 2018,

after which their actual time in-service with the Village shall govern any future wage increase.

- Officer Peter Merkle shall be deemed to have been employed for two (2) years as of October 18, 2017, and three (3) years as of October 18, 2018, after which his actual time in-service with the Village shall govern any future wage increase.

Any patrol Officer assigned to the position of corporal will be paid \$1.00 per hour over the applicable above wage rate.

Any officer assigned to the Sergeant position to include K-9 will be paid at the following rates:

	5/1/2017	5/1/2018	5/1/2019
Officer Ford	\$24.47	\$25.69	\$26.97

Any officer to be considered for the position of Sergeant will have a minimum of three (3) years of service with the Metamora Police Department. No Part-time Officer will be paid an hourly wage higher than the lowest paid Full-time Officer.

Where the Village hires an officer with prior police experience, the Village Board shall determine the new laterally hired officer's hourly rate, which may be above the rates set forth above, providing it shall not exceed the current hourly rate paid any current full time bargaining unit officer with equal prior police experience.

ARTICLE 21 – SAFETY, UNIFORMS, RESIDENCY

Section 1. 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 this fact to the Police Chief, who will consult with Chapter Representative, if available, before determining what actions are to be taken, including whether or not the equipment need be repaired or replaced, or removed from service.

Section 2. Uniforms. Probationary full time officers will be furnished a full issue of uniforms when he/she starts employment. A list of uniform and equipment issued is attached hereto. Annually, each full time police officer who has successfully completed probation shall be issued a check September 1 of \$600.00 to be used during the fiscal year for replacement of damaged or worn equipment and/or uniform items. Where an officer resigns or is terminated after September 1 but before the end of the April 30 fiscal year, he shall be obligated to return the advanced money pro rata, based on the number of months worked in the year, or agree to have it deducted from his final pay check. Body armor shall be provided separately, and shall be replaced according to accepted recommendations of the manufacturer. Where body armor is to be replaced, the employee may elect more expensive armor than that provided, so long as he pays the difference in price.

Up to two times during the term of this Agreement, an Officer may seek reimbursement to replace personal items (duty gear, watch, prescription eyeglasses, jewelry, etc.) that are damaged or lost while on duty. The reimbursement shall not exceed one hundred and fifty dollars (\$150.00). The Village shall not be responsible for the repair or replacement of the Officer's personal cell phone or other electronic items. To be eligible for the reimbursement, Officers suffering such

damage shall complete the necessary police reports evidencing such damage and shall submit a receipt substantiating the amount requested.

Section 3. Residency. Full time police officers shall be required to maintain residence within 30 miles of the Village limits, provided that any officer who presently resides beyond - 30 miles shall not be required to move to become compliant, but shall become compliant if he moves.

Section 4. Outside Employment. Full time police officers shall not accept any outside employment without approval by the Police Chief. Approval may be denied or continued approval withdrawn, where the secondary outside employment results in tardiness, absenteeism, performance deficiencies creates a conflict with the officers' primary duty as a unit employee, conflicts with the Department's rules, regulations, policies or mission, or compromises the Department's reputation or effectiveness.

Where any full time officer voluntarily agrees to secondary employment with the Village in a non-police capacity, such work shall not come under this Agreement.

So long as they are properly certified by the Police Training Board as part time police officers or grandfathered under that entity's standards, the Village may continue to employ and schedule part time police officers for special events, week ends, holidays, to augment assigned full time personnel on a shift, and to replace any shift vacancy caused by full time employee's use of benefit time, leave due to injury, illness, or other circumstance, as well as any shifts available that available full time officers decline to fill. Part time police officers will not be subject to or covered by the terms of this Agreement.

Section 5. Drug and Alcohol Policy. The existing policy on drugs and alcohol, including testing for employees is attached hereto.

Section 6. Light Duty. Officers medically certified to be unable to perform full duty as a police officer may be assigned restricted "light duty" work for a period not the exceed three (3) months, at the discretion of the Chief of Police and the Police Committee. Such assignments may be made on a case by case basis taking into account the restrictions imposed, the availability of meaningful work within such restrictions, the City's budget for police services, and the doctor's expectation the employee will be able to resume full duty within three (3) months, which period may be extended up to an additional three (3) months by the Police Chief.

Section 7. Range Qualifications. In addition to the mandatory range qualifications, the Village will also provide the officers with two (2) open range dates a year to work with a range officer on their shooting skills.

ARTICLE 22 -- 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 or public agency, then that article, section 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 withholding

or impeding services, 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 Village. During the term of this Agreement, the employer agrees it will not lockout employees.

Any employee violating this provision shall be subject to disciplinary procedures provided for in this agreement.

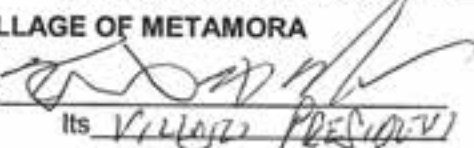
Section 4. City's Personnel Policy. On issues which this Agreement does not address the terms of the employer's personnel policy, as modified from time to time, shall apply. However, in any case this section shall not provide any economic or benefit increase over that contained in this Agreement to the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

Section 5. Duration. This Agreement shall become effective upon execution and shall expire on April 31, 2020, provided its terms shall continue from year to year unless either party gives written notice to terminate in accordance with the Illinois Public Labor Relations Act.

This Agreement is signed this 12 day of May, 2017.

VILLAGE OF METAMORA

By



Its Village President

ILLINOIS COUNCIL OF POLICE


President

ATTEST:


Village Clerk


Chief Negotiator


Metamora 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 Village 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.
- b. The basis for ordering a drug/alcohol test shall be documented. The document must be completed and signed by a supervisor within two hours of the observed behavior, or before the results of the test are released, whichever is later, unless circumstances preclude it. A 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 Village to have refused to submit to testing.

Any refusal to complete a test when directed will be deemed insubordination, and disciplined accordingly.

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

Testing Facility. All specimen samples for required tests will be collected at an approved testing facility.

C. Test Protocols

1. Alcohol. 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. If the screening test results in a negative reading, no further tests are required. 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. 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. Split-sample collection techniques will be used. When the test of the primary specimen is negative, the laboratory disposes of the split sample. When the test of the primary specimen is confirmed positive, the laboratory continues to hold the split sample to ensure that it remains 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. 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.
- D. 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 Mayor, or Designee. The results of drug tests will not be available until the completion of the testing and evaluation process.
 2. The Village 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.
- E. Record Keeping. The Mayor will prepare and maintain records of the alcohol and drug testing program; access to these records will be controlled.
1. 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.
 2. Records will be made available to a subsequent employer upon receipt of a written request from a covered or previously covered employee.
- F. Costs of Testing. The Village shall pay all costs of testing for drugs and/or alcohol required by this policy. If any employee requests a re-test of a sample in order to challenge the results, the employee shall pay all costs 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 5. Discipline and Discharge. Employees found to be selling, possessing, purchasing or delivering illegal drugs 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 12 day of NOVEMBER, 2017.

SIGNATURES

VILLAGE OF METAMORA

By [Signature]
Village President

ILLINOIS COUNCIL OF POLICE

[Signature]
Norm Frese, President

ATTEST:

[Signature]
Village Clerk

[Signature]
Richard Bruno, Chief Negotiator