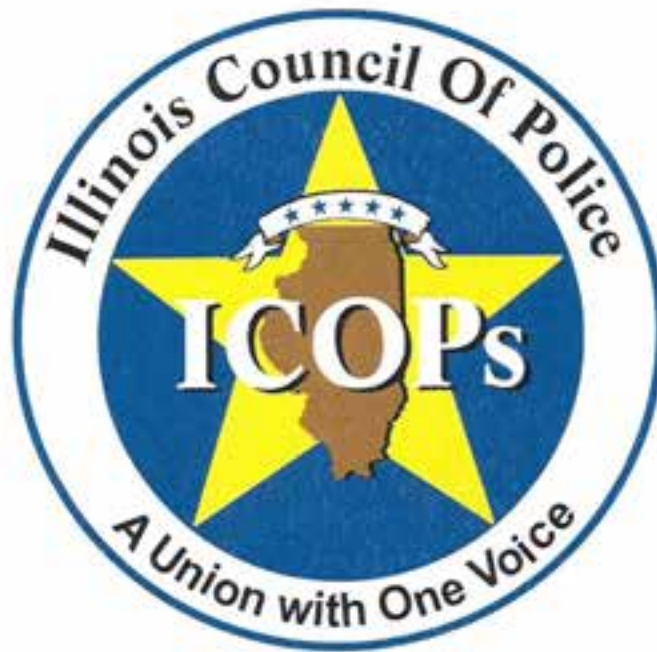


# AGREEMENT



Between

**Illinois Council of Police**

and

**City of Nokomis, Illinois**

Covering

**Nokomis Full Time Police Officers**

**May 1, 2016 through April 30, 2019**

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## **PREAMBLE**

THIS AGREEMENT ("Agreement") is voluntarily entered into by and between the City of Nokomis, Illinois, hereinafter referred to as the "City," and the Illinois Counsel of Police, hereinafter referred to as the "Union," and has as its basic purpose: the recognition of the Union as the exclusive collective bargaining agent for the employees of the City in the bargaining unit described below; the promotion of harmonious relations between the City and the Union; the furtherance of professionalism and efficiency of employees in the bargaining unit for the benefit of such employees and the City and its citizens; the establishment of an equitable and peaceful procedure for resolving differences; and the establishment of an entire agreement covering rates of pay, hours of work and terms and conditions of employment applicable to the employees in the bargaining unit.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the City and Union do mutually promise and agree as follows:

## **ARTICLE I - RECOGNITION**

### **Section 1.1. Recognition of Bargaining Agent**

During the term of this Agreement, the City voluntarily recognizes the Union as the sole and exclusive collective bargaining agent for employees in the following bargaining unit:

**INCLUDED:** All full-time sworn police officers below the rank of Chief.

**EXCLUDED:** All other City employees and volunteers, including but not limited to: the Police Chief; professional employees; supervisory employees; confidential employees; managerial employees; and temporary, part-time, auxiliary, probationary or short-term employees; all as may be defined in the Illinois Public Labor Relations Act, as amended.

### **Section 1.2. Fair Representation**

By virtue of its representation of bargaining unit employees, the Union shall fairly represent each and every employee in the bargaining unit regardless of whether such employee is a member of the Union. Further, the Union shall indemnify, defend and hold the City and its officials, managers, representatives and agents harmless from any and all claims, demands, suits or other forms of liability, monetary or otherwise, and for all legal costs resulting or arising from any failure on the part of the Union to fulfill its duty of fair representation.

### **Section 1.3 Gender**

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be construed to refer to both male and female employees.

## **ARTICLE II - CITY RIGHTS**

### **Section 2.1. Reserved, Retained and Enumerated Rights**

This Agreement does not affect in any way the rights and authority of the City with respect to all departments and employees of the City other than the Police Department and the employees in the bargaining unit defined above. With respect to the Union and the bargaining unit employees, and subject to the powers and authority of the Nokomis City Council, the City reserves and retains all rights and authority that can legally be exercised by public employers and cities in the State of Illinois to manage and direct the affairs of the City in all its various aspects and to manage and direct its employees, except only to the extent such rights and authority are specifically modified or limited by an express term of this Agreement. These rights and authority include, but are not limited to, the following: to plan, direct, control and determine the budget and all the operations, services, policies, practices and missions of the City and the Police Department; to supervise and direct the working forces; to establish the qualifications for employment and to deploy employees both internally and externally to other police-

related assignments or functions; to schedule and assign work; to establish and eliminate specialty positions and to select personnel to fill them; to transfer and reassign employees; to assign or suspend overtime; to purchase goods and contract out services; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or purchased; to make, alter and enforce rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees and to establish the standards for such promotions; to establish performance standards; to discipline, suspend and/or discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, practices, equipment or facilities or introduce new ones without having to negotiate over the effects of such change; to determine fitness and training needs and to assign employees to training; to determine work or shift hours and to change them from time-to-time; to determine and implement internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the City's Mayor or Police Chief or their designees, including suspending the provisions of this Agreement during the time of such emergency (provided that wage rates and all other economic benefits shall not be suspended); and to generally carry out the mission of the City.

### **Section 2.2. Authority of the Nokomis City Council**

The parties hereto expressly recognize the existing authority of the Nokomis City Council. This Agreement is not intended and shall not be construed to diminish or modify the authority of the City Council or of any successor to them, and the management rights enumerated above are to be construed consistently with the authority of the City Council.

### **Section 2.3. Work Rules, General Orders and Regulations**

The City may adopt, change and/or modify work rules, general orders and regulations ("work rules"). Whenever the City issues new work rules or changes or modifies work rules, the City shall give the Union at least three (3) days' prior notice (absent

emergency) before such new, changed or modified rule goes into effect. Upon request from the Union, the City and Union shall discuss such rule within such three (3) day period.

## **ARTICLE III - NO STRIKES, NO LOCKOUTS**

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

Neither the Union nor any officers, agents or employees covered by this agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted unapproved enforcement procedures or policies, mass absenteeism, picketing for or against the City or at the home or outside business of any supervisor or elected official of the City, or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. No employee covered by this Agreement shall refuse to cross any picket line, wherever established. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City, and such discipline need not be uniform. With respect to such discipline, the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any instance nor is it a precedent. The prohibitions contained in this provision extend beyond the scope of the Grievance and Arbitration provision and are intended to apply to any and all prohibited conduct described herein regardless of whether the underlying dispute is subject to resolution under the grievance and arbitration procedure.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of this Section of this



Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

### **Section 3.2. No Lockout**

So long as the Union complies in good faith with this Article, the City will not lock out any employees during the term of this Agreement. A lockout is defined solely as a refusal to allow employees to work in order to obtain an advantage or concession in a labor dispute. A layoff or reduction in forces because of financial constraints is not a lockout.

### **Section 3.3. Judicial Restraint**

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

## **ARTICLE IV - UNION - CITY RELATIONS**

### **Section 4.1 Bulletin Board**

The City shall provide reasonable space on an existing bulletin board for use by the Union for posting notices and materials relating to Union activities. Alternatively, the Union, at its option, may purchase its own bulletin board and the City will permit the bulletin board to be installed on the Police Department premises. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative thereof. No abusive, inflammatory or derogatory materials shall be posted, nor shall partisan political material be posted other than matters pertaining to offices of the Union.

### **Section 4.2 Non-Discrimination**

Neither the City nor the Union shall discriminate against any employee covered by this agreement because of race, sex, creed, color, religion or national origin. The Union agrees to represent all employees fairly and without regard to Union affiliation, non-

affiliation, or dis-affiliation. Alleged violations of this Section shall not be subject to the grievance procedure. The City and union will treat employees fairly without regard to Union affiliation or non-affiliation.

#### **Section 4.3 New Employees**

The City shall notify the Union of the hiring of all new full-time sworn police officers whose job classifications are covered by this Agreement within ten (10) working days of the date of hire.

#### **Section 4.4. Dues Deductions**

During the term of this Agreement, the City will deduct from each employee's paycheck once each pay period the uniform, regular Union dues from each employee in the bargaining unit who has filed with the City a lawfully written authorization form. An employee may revoke his/her dues checkoff authorization at any time upon thirty (30) days written notice to the City. The City will send the dues collected under this Section to the Union each month, as well as a copy of any dues revocation form received by the City.

#### **Section 4.5. Fair Share**

During the term of this Agreement, employees who do not choose to become dues paying members of the Union shall, commencing thirty (30) days after their employment or thirty (30) days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union, provided that such fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the City a list of members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. Further, the Union agrees to assume full responsibility for compliance with the

requirements in *Chicago Teachers Union v Hudson*, 475 U.S. 292 (1986), with respect to any constitutional right of fair share fee payers.

Any dispute concerning the amount of fair share fee and/or the responsibilities of the Union with respect to fair share fee payers shall not be subject to the grievance and arbitration procedures of this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Labor Relations Board and the payment shall be made to said organization.

#### **Section 4.6 Union Representatives**

The Union may elect, appoint or otherwise name one (1) bargaining unit employee as Chapter representative of the Union, plus one (1) additional employee as an alternate. The names of these Union representatives along with their designated titles shall be provided to the Nokomis Chief of Police or his designee immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the Nokomis Chapter Officers become known. Any subsequent changes in the names or titles of these Union representatives shall also be provided promptly to the Chief of Police or his designee as such changes occur.

The Union and Union representatives acknowledge that all sworn police officers have, as their first and primary obligation, the protection of persons and property in the City, and under no circumstances will any responsibilities or duties as Union Representatives take precedence over the sworn police officers' obligations to the City and the Police Department. In the event a Union representative is assigned a supervisory position on

a temporary basis, such Union representative will be replaced as Union Representative by the alternate for the duration of the assignment.

Union Representatives shall be deemed to be the Union's official on-site spokespersons. However, these on-site Union representatives shall not conduct Union business during regular working hours, except in the carrying out of certain time-sensitive functions such as grievance handling or the resolution of disputes between the City and Union members. In all circumstances, the obligations and responsibilities of a Union representative as a police officer in the City will take precedence over obligations and responsibilities as a Union representative.

#### **Section 4.7 Union Access**

Two (2) outside (employed by, or an agent of, the Union) Union representative shall have access to non-restricted areas on the premises of the City in order to help resolve a serious dispute or problem. Such access shall not disrupt the work of the employees on duty or interfere with normal Police Department functions. In order to receive such access, the Union representative must provide advance notice to the Chief of Police or his designee, make arrangements not to disrupt the work of employees on duty, and follow the City's normal security arrangements.

#### **Section 4.8. Indemnification**

The Union shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this article, or in reliance on any written checkoff authorization furnished under any provisions of this Article.

## **ARTICLE V - DISCIPLINARY INVESTIGATION PROCEDURES**

### **Section 5.1. Bill of Rights**

The parties will abide by the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1) commonly known as the Uniform Peace Officer's Disciplinary Act, and agree that disciplinary action shall be undertaken in accordance with the terms and provisions of said Act. Alleged violations of this Section shall not be subject to the grievance procedure.

Nothing in this section is intended to or should be construed to waive employees' right to Union representation during questioning that the employees reasonably believe may lead to discipline. Employees shall have such rights as set forth in the United States Supreme Court decision in *NLRB v. Weingarten*, 420 U.S. 251 (1975) and *Department of Central Management Services and Corrections (Morgan) decision 1 PERI par. 2020 (ISLRB, 1986)*.

### **Section 5.2 No Media Exposure**

Any police officer under investigation by the City is presumed innocent of all charges until convicted, or until disciplined by the City and any press release issued by the City during the course of such investigation shall take such presumption into account. No photos of such officer shall be released to the press by the City during the pendency of such investigation. This provision is not subject to the arbitration provision of this Agreement, and no alleged or actual violation of this provision may affect the degree of discipline issued to such police officer.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **Section 6.1. Definition**

A "grievance" is defined as a dispute or difference of opinion raised by an employee against the City during the term of this Agreement involving an alleged violation of an express provision of this Agreement.

### **Section 6.2. Self-Representation**

Nothing herein shall prohibit an employee from exercising his or her right to self-representation so long as the Union is notified and afforded an opportunity to be present for settlement discussions. At the Union's request, an employee who elects self-representation shall so confirm in writing.

### **Section 6.3. Procedure**

The parties shall attempt to resolve disputes informally through discussion between the employee and his supervisor, but no such resolution shall be binding upon the City unless approved by the Chief of Police. If a matter cannot be resolved informally between an employee and his supervisor, the grievance will be presented and processed as follows:

- STEP 1: Chief. Any employee who has a grievance shall submit the grievance in writing to the Chief of Police within fourteen (14) calendar days after the date when the employee knew or should have known of the event giving rise to the grievance. The grievance shall specifically state that it is a grievance and shall contain a general description of the event giving rise to the grievance, the date of such event, and the section or sections of the Agreement allegedly violated by the City. The Chief's answer to the grievance is due within five (5) days after receipt or

within five (5) days after meeting with the grievant, if the Chief elects to have such meeting.

STEP 2: Mayor. If the grievance is not resolved in Step 1, or if an answer is not given, the employee may, within fourteen (14) calendar days after the answer was given or was due, file a written appeal to the Mayor. The written appeal shall include a copy of the original grievance and the reason why the grievant believes the grievance was improperly denied at the previous step. The Mayor's answer to the grievance is due within thirty (30) days of receipt.

#### **Section 6.4. Arbitration**

If the Grievance is not settled in Step 2, or if an answer is not given, the Union may refer the grievance to arbitration, as defined below, within ten (10) days of the City's answer was given or was due as provided in Step 2.

(a) If the parties are unable to agree upon an arbitrator within ten (10) working days after the City receives the notice of referral, they shall jointly request the Federal Mediation and conciliation Service ("FMCS") to submit a panel of five (5) arbitrators, all of whom shall maintain business offices in Illinois or contiguous states. Upon receipt of the panel, the Union shall first strike two names and the City shall then strike two names, and the arbitrator whose name remains shall be the arbitrator of the dispute. Each party shall have the right to reject one panel before striking names.

(b) The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement relative to the specific issue submitted to him as raised and presented in writing during Step 1 of the grievance procedure. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in

writing. The parties may choose to be represented by counsel. The arbitrator has the right, upon valid request of a party, to require the presence of material witnesses or relevant documents. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing and/or the submission of briefs, whichever is later, unless the parties agree to an extension, but a late submission shall not render the decision void unless one of the parties is substantially prejudiced thereby. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. If necessary, the arbitrator has the authority to designate the prevailing party. Any decision or award of the arbitrator rendered consistently with this Article including, the limitations set forth below, shall be final and binding upon the City, the Union and the grievant.

(c) In his decision or award, the arbitrator shall have no power or right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement, and shall have no authority to make a decision on any issue not submitted or raised by the parties during the grievance process. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is in any way contrary to or inconsistent with, or limits or interferes with, applicable laws or ordinances, nor shall the arbitrator have the power to limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions.

#### **Section 6.5 Fees and Expenses of Arbitration**

The cost of the hearing room, the court reporter, the transcript charges and the arbitrator's costs and fees shall be divided equally between the parties. Each party is responsible for its own attorneys' fees and preparation costs.

#### **Section 6.6 Time Limit For Filing**

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 7.3. If a grievance is not presented by the employee within the time



limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Union. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the City's last answer and shall not be subject to further appeal. If the City fails to provide an answer within the time limits so provided, it shall be deemed a denial of the grievance and the employee or Union, as the case may be, may proceed to the next step.

#### **Section 6.7. Limitation**

No member of the bargaining unit who is serving temporarily in a supervisory capacity shall have any authority to respond to a grievance being processed in accordance with this Article. Further, no action, statement, agreement, settlement, compromise or representation made by any member of the bargaining unit shall impose any obligation on the Police Department, City and/or the Union nor create any binding duty on them unless and until the City have agreed thereto in writing.

## **ARTICLE VII - DISCIPLINE AND DISMISSAL**

#### **Section 7.1 Disciplinary Sequence**

Discipline of police officers normally shall be corrective and progressive, but the City reserves the right to skip one or more steps of progressive discipline, up to and including proceeding directly to discharge, depending upon the circumstances, which circumstances may include but are not limited to, the severity of the offense.

#### **Section 7.2 Employee Security**

Any full-time Nokomis Police Officer covered by this Agreement is entitled to Union representation at any meeting or hearing called for the specific purpose of disciplining the employee. If a non-disciplinary meeting turns into a disciplinary meeting, the employee is entitled to recess the meeting until Union representation can be obtained before continuing with any such disciplinary meeting.

### **Section 7.3 Jurisdiction**

Nothing in this Agreement limits the jurisdiction of the City Council with respect to disciplinary matters, nor the right to review the acts of the City Council consistently with the provisions of law of the State of Illinois commonly known as the Administrative Review Act. Further, nothing herein is intended to limit the authority of the City, the City Council or the Police Department to take action consistent with the law.

### **Section 7.4 Conference**

Except when detrimental to the general welfare of the City, or when the Chief of Police deems that a Formal Interrogation under the Uniform Peace Officers' Act is not necessary, any employee covered by this Agreement shall have the opportunity, prior to suspension or dismissal, to have Union representation at a conference with the Chief of Police or his designee and at that time, to have full opportunity to review the allegations or reasons for suspension or dismissal and to have ample opportunity to rebut such allegations or reasons, akin to *Cleveland Board of Education v. Loudermill*, 470 U.S. 532, 105 S. Ct. 1487 (1985) and its progeny. This section shall apply only to disciplinary matters that have not been brought under the jurisdiction of the Nokomis City Council.

### **Section 7.5 Review of Personnel Files**

Employees may review their respective personnel files pursuant to the provisions of Section 40/2 et seq. of Chapter 820 of the Illinois Compiled Statutes, (820 ILCS 40/2.) A grievance alleging a violation of this Section 5.7 may be processed only to Step 2 but is not subject to being taken to arbitration.

## **ARTICLE VIII - SENIORITY**

### **Section 8.1. Definition of Seniority**

The parties recognize that employees may have two (2) different levels of seniority. "City Seniority" is defined as the length of an employee's continuous, uninterrupted employment with the City since an employee's original hiring date as an employee of the City, (full-time or part-time) in any capacity, including as a full-time sworn police officer. "Police Department Seniority" is defined as the length of an employee's continuous, uninterrupted employment as a full-time sworn police officer of the City. Unless otherwise specified, "seniority" as used in this Agreement shall refer to Police Department Seniority.

### **Section 8.2. Probationary Period**

All newly-hired employees shall be considered probationary employees until they complete a probationary period of at least twelve (12) months of actual work for the City. At his sole discretion, the Chief of Police or his designee may extend any such employee's probation for up to an additional six (6) months of work; and further extensions may be allowed upon agreement by the Chief of Police, the Union and the employee. Following completion of the probationary period, an employee's Police Department Seniority shall revert to such employee's first date of hire as a probationary police officer. During an employee's probationary period, the employee may be terminated at the sole discretion of the City, with or without cause. No grievance shall be presented or entertained in connection with the suspension, layoff or termination of a probationary employee.

### **Section 8.3. Accrual, Non-Accrual and Termination of Seniority**

Seniority shall not accrue during any periods in which an Officer is on an unpaid authorized leave of absence or an unpaid disciplinary suspension in excess of thirty (30) days. However, seniority shall continue to accrue during an approved sick leave or disability leave, provided that such leave does not exceed six (6) months. After six (6) months of continuous sick leave or continuous disability leave, employees shall not

continue to accrue seniority. However, any seniority such employees have accrued up to that point shall continue to be carried by the City in their names. Further, any employees who return to work as full-time Sworn Police Officers following extended sick leaves or extended disability leaves shall be entitled to claim and exercise all Police Department seniority they have accumulated up to the point that their seniority ceased to accrue and, upon their return to active duty, the seniority of such employees shall once again continue to accrue.

#### **Section 8.4. Seniority, Shift Scheduling and Days Off**

Seniority will be one of the determining factors in allowing Officers to bid on or otherwise select the shifts they will work and the days they will be off.

#### **Section 8.5. Seniority and Rescheduling (Trading) Of Shifts**

Regularly scheduled shifts and regularly scheduled days off may periodically be voluntarily traded between individual Officers without regard to seniority. In such instances, both Officers involved in a given shift trade must notify the Chief of Police or his designee at least twenty-four (24) hours in advance of the starting time of the shift being traded.

#### **Section 8.6 Termination of Seniority**

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

- a) quits or resigns;
- b) is discharged;
- c) retires or is retired;
- d) fails to report for work within twenty-four (24) hours after the conclusion of an authorized leave of absence;
- e) after being laid off, fails to return to work or to notify the Police Department of his or her intent to return to work within three (3) days after being recalled;

- f) is laid off for a period in excess of one (1) year or otherwise fails to perform work for the Police Department for a period in excess of one (1) year (except when justified by military service); and/or
- g) is absent for three (3) consecutive days without notifying the Police Department.

**Section 8.7 Layoff and Recall**

Layoffs and Recalls shall be in accordance with 65 ILCS 5/10-2.1-18 of the Illinois Compiled Statutes. Laid off employees shall be subject to recall for a period of one (1) year.

**ARTICLE IX - HOURS OF WORK AND OVERTIME**

**Section 9.1. Purpose**

This Article defines the normal hours of work and establishes the basis for calculating overtime. It is not a guarantee of hours of work per day, work period, month or year. It is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Article.

**Section 9.2 Shift Schedule**

The current shift schedule and scheduling practices shall remain in effect until changed in accordance with this provision. Within sixty (60) days of the execution date of this Agreement the City shall convert from the current schedule to a 12-hour shift schedule on a trial basis. For so long as the police department remains on the 12-hour shift schedule, the City may offer the Chief and part-time employees the first opportunity to work shifts or portions of shifts that become open for any reason. Further, notwithstanding anything to the contrary elsewhere in this Agreement, when the department works a 12-hour shift schedule overtime shall commence after an employee has worked eighty four (84) hours in a two-week period.

### **Section 9.3. Shift Changes**

In the event that for any reason the City elects to change to other than a 12-hour shift it shall do so only after notice to the Union of at least thirty (30) days so that the Union will have the opportunity to meet and bargain with the City about the new shift and other terms and conditions of employment that may be affected by changing to such new shift, if any. Following such notice and opportunity, the City may change shifts regardless of whether the parties reached agreement regarding the new shift, subject to the right of the Union to file a grievance; and the arbitrator shall apply the standard whether the new shift is fair and reasonable under all the circumstances. The City, from time-to-time, shall select the times of day the shifts start and such times shall be changed only following notice to the Union and employees of fourteen (14) days. When the City converts to the 12-hour shift schedule, in the event of any shift change as described herein, and at least annually even in the event the shift schedule does not change, seniority shall be the principal factor in allowing police officers to bid on the shifts they will work and the regular days they will be off, so long as the City can cover all shifts. Nothing herein shall prevent an officer from permanently trading shifts with the approval of the Chief of Police. Shift bidding will be allowed during the month of May each fiscal year to become effective July 1<sup>st</sup>.

### **Section 9.4 Shifts Filled By Chief of Police**

In view of the small size of the City's Police Department, nothing in this Agreement shall be deemed to prevent the Chief of Police from working a shift or shifts, or working overtime, and/or performing "bargaining unit work," as the Chief may deem necessary, providing that the Chief has offered all bargaining unit members the open shift and/or overtime hours.

### **Section 9.5 Overtime Compensation**

Full-time Sworn Police Officers may be required to work overtime in both emergency and non-emergency situations. In either case, overtime shall be duly authorized and approved by the Chief of Police or his designee. Officers required to work overtime

shall be compensated for such time at the rate of one and one-half (1 ½) times the regular hourly rate of pay. Overtime is defined as all "hours worked" in excess of their regularly scheduled shift, and all assigned work in excess of eighty (80) hours or eighty four (84) hours for twelve (12) hour shifts in any one pay period (including the Officer's required days off and shall be earned in minimum increments of fifteen (15) minutes each.

#### **Section 9.6 Compensatory Time**

Except as otherwise indicated herein, Compensatory time in lieu of overtime pay may be elected by an employee until the employee accumulates a maximum of one hundred hours of compensatory time, after which no additional compensatory time may be elected except by written permission of the Chief which permission shall not be unreasonably withheld. The use of compensatory time must be approved by the Chief. At any time, the City may elect to pay for some or all of the compensatory time accumulated by police officers so long as all officers are treated equally in this regard. At the end of each fiscal year, each employee may elect to "cash in" as many compensation hours as such employees desires, not to exceed 40 hours in each fiscal year without approval from the City. Upon separation, either through termination, retirement, resignation or death, the officer will be compensated for compensatory time accrued up to the maximum approved hours.

#### **Section 9.7 Overtime Hours and Pay**

- A. For overtime purposes only, "hours worked" shall include all hours actually worked plus, when applicable, all other authorized paid time off as provided in this Agreement including, but not limited to, vacation time, holiday time, and time served when summoned as a witness, as provided in Section 12.1, but excluding paid sick time.
  
- B. When working an eight (8) hour schedule, overtime at the rate of time and one-half (1.5) an employee's regular rate of pay shall be paid for all hours worked that exceed forty (40) hours in a week or eight (8) hours in a row in any one day. In

the event the Police Department goes to a ten (10) hour schedule, overtime will be paid for all hours worked that exceed 40 in the regular seven-day work period, but overtime will not be paid for hours worked in excess of eight (8) In a day; and in the event the Police Department moves to a twelve (12) hour schedule, overtime will be paid for all hours worked that exceed eighty four (84) in a fourteen day work cycle, but overtime will not be paid for hours worked in excess of eight (8) in a day.

- C. The Chief or his designee shall have the right to require overtime work and overtime assignments must be worked by employees unless excused by the Chief. Subject to availability and the needs of the City, overtime will be offered to qualified employees in the order of seniority, and when overtime must be assigned, it will be assigned in reverse seniority order, beginning with the employee with the least seniority. The Chief, in his discretion, can vary from this procedure and may assign overtime to part-time employees, in order to avoid over-burdening the least senior officer.

#### **Section 9.8 Court Time**

An officer who is required by the City to be in court while off duty shall be compensated at time and one-half (1.5) for the hours spent on court time (including travel), with a minimum of two (2) hours compensated.

#### **Section 9.9 Call-Back Pay**

A "call back" is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Call-backs shall be compensated at time and one-half (1.5) for all hours worked on call-back with a minimum of two (2) hours compensated.

#### **Section 9.10 No Pyramiding**

Overtime shall not be paid more than once for the same hours under any provision of this Article, this Agreement, or State or Federal law.



## **ARTICLE X - EMPLOYMENT PRACTICES AND PROCEDURES**

### **Section 10.1 Residency Requirement**

The parties to this Agreement agree that in order to work as a full-time Nokomis Police Officer, all current and future Officers employed by the City of Nokomis may live outside the City limits.

### **Section 10.2 Uniform Allowance**

Each new police officer shall be issued the following allocation of equipment:

#### **Class A Equipment**

- 1 long sleeve shirt
- 1 pair pants
- Color brass badge/name plate
- 1 tie
- 1 garrison hat

#### **Class B Equipment**

- 3 summer shirts
- 3 winter shirts
- 3 pair pants
- 1 winter coat
- 1 windbreaker
- 1 cap
- 1 Level IIA Body Armor Vest and Carrier (every 5 years or upon expiration of vest)

The City shall maintain the current quartermaster system in which an employee who turns in a piece of issued equipment listed above that is no longer usable owing to normal wear and tear or damage in the line of duty shall be issued new such equipment. All equipment turn-ins and replacements shall be with the approval of the Chief of Police or his designee.

### **Section 10.3 Damage to Uniforms or Property**

Any issued uniform or issued equipment damaged in the line of duty without negligence of the police employee involved shall be repaired or replaced by the City at its expense. Damage or destruction of eyeglasses or contact lenses, occurring on duty, shall be replaced or repaired by the City at its expense, up to a maximum of \$250 per year. Damage or destruction to watches, occurring on duty, shall be repaired or replaced by the City at its expense with a maximum of \$50 per year. Affected employees must provide a receipt for repair or replacement of items pursuant to this section. Payment pursuant to this section shall not include reimbursement for eye examinations required prior to the replacement of eyeglasses or contact lenses.

### **Section 10.4 Secondary Employment**

Employees are not restricted from engaging in secondary employment so long as such employment does not conflict or interfere with the employees' professional and ethical obligations, ability to work all scheduled and required hours, or job duties. Prior to accepting secondary employment an employee shall submit a request to the Chief of Police or his designee and provide information required by such person and contact information at such secondary employer, a description of the nature of the secondary employment and the expected days and hours of work per week. Employees shall not work any secondary employment involving gambling, the sale/distribution of alcoholic beverages, investigative work for insurance agencies in which the incident to be investigated occurred in Montgomery County, Illinois or any private process services and/or collection agencies or collection attorneys practicing in Montgomery County, Illinois. No City equipment, offices, uniforms, or systems of information may be utilized by an employee in connection with secondary employment without permission from the Chief of Police. Any officer working off-duty employment for another police agency in the capacity of a sworn officer must obtain a hold harmless agreement indemnifying the City. Employees are hereby put on notice that the City's false arrest insurance and liability is not in force to cover secondary employment work, nor is the City's Workers' Compensation insurance. Therefore, approval will not be granted to work for an employer who does not cover the employee with workers' compensation insurance. The

Chief of Police shall not unreasonably withhold approval to commence or continue secondary employment which complies with the foregoing requirements.

### **Section 10.5 Ongoing Professional Training**

The City agrees that all full-time Sworn Police Officers covered by this Agreement shall be eligible to participate in professional training and upgrading programs and shall be encouraged to do so. These ongoing professional training programs shall cover such aspects of Police work as weapons handling, radio room work, investigative techniques and the like and, in all cases, employees who participate in such training shall be paid at their regular rates of pay and, where appropriate, at overtime rates of pay. Further, the City agrees that at least one (1) time each year, each Officer shall participate in a firearm practice training session with all costs for range fees, ammunition and a minimum of two (2) hours of overtime salary being paid by the City. The City agrees to provide each Sworn Police Officer an additional two-hundred (200) rounds of ammunition for the purpose of improving the Officer's firearm efficiencies each year. One hundred (100) rounds of ammunition shall be issued on May 1<sup>st</sup> of each year and one hundred (100) rounds shall be issued on November 1<sup>st</sup> of each year. Police who travel outside Nokomis for any such professional training shall be compensated for expenses and travel allowances at the same rates that the Mayor and Chief of Police are compensated when they travel outside Nokomis on City business.

## **ARTICLE XI - HOLIDAYS AND LEAVES**

### Observed Holidays

The following are the Holidays observed by the Police Department:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day
Presidents Day	

### Holiday Pay

Employees who are not scheduled to work on a Holiday shall receive eight (8) hours of holiday pay. Employees who work on a Holiday will be paid one and one-half (1.5) times the employee's regular hourly rate of pay for each hour worked, in addition to twelve (12) hours of holiday pay. An officer may choose to select compensatory time in lieu of Holiday pay.

### Eligibility

An employee shall be eligible for holiday pay if he works his last scheduled shift before the holiday and his first scheduled shift after the holiday.

### Holiday During Vacation.

An extra day of vacation will be allowed if a holiday falls within an employee's approved vacation period.

### **Section 11.2 Sick Leave**

Eligibility for Sick Leave Pay. Only full-time employees who have completed probation are eligible for sick leave pay. Further, in order to be eligible, such employees must comply with the call-in notification requirements and, where applicable, have supplied a physician's verification where the absence extends for three (3) days or longer. The

City reserves the right to verify absences by telephone or personal visit, as well as by physician's statement.

Annual Accumulation and Usage. Upon completion of probation, eligible employees will have a total of sixty four (64) hours of sick leave time credited to their sick leave account annually at the rate of 5.4 hours per month. The City has intentionally provided an annual amount of sick leave greater than it expects employees to use on an annual basis so that sick leave days can be accumulated to be used in the event of a long-term injury or illness. Paying sick leave to an employee does not mean that an employee's attendance necessarily is acceptable, nor does it insulate an employee from discipline in instances where discipline is otherwise justified. When an employee is unable to make a shift owing to a reason normally covered by sick leave but has no annual sick leave time available, other accrued time will be used to avoid loss of pay in the following order: sick leave bank; personal day; compensation time; and vacation (one week of vacation will be protected from such usage at the employee's request.) Sick leave may be used in increments of one-half hour.

Sick Leave Bank. Unused sick leave as of the employee's anniversary date shall be allowed to accrue into the employee's sick leave bank up to a maximum of 240 hours. No sick leave hours will be accrued after the employee's sick leave bank reaches 240 hours. Accumulated days in an employee's sick leave bank are not paid out at employment termination for any reason.

### **Section 11.3 Personal Time Off**

All police officers are eligible to take up to twenty four (24) hours off with full pay each calendar year in order to conduct personal business. In the first year of employment, the hours will be pro-rated. Personal time not used by the end of the calendar year cannot be carried over and is forfeited. Personal time must be used in increments no less than one-half hour. Personal time off must be requested at least 24 hours in advance, except in emergencies, and are subject to the Chief's approval based upon the needs of the Police Department.

#### **Section 11.4 Bereavement Leave**

Employees may take up to three (3) days off with pay to attend the funeral and attend to related activities upon the death of an immediate family member. For purposes of this provision only, "immediate family" is defined as spouse, child, parent, or sibling. One (1) day off with pay may be taken in the event of the death of the following family members: original grandparent, step parent, step child and current in-law. The employee may not engage in other employment while receiving paid bereavement leave. The City may require documentation to support this leave. The City will consider special circumstances that affect the definitions in this provision, and additional time off without pay may be granted on a case-by-case basis upon request to the Chief, all at the City's discretion. For purposes of this provision, a "day" is defined as eight (8) hours regardless of the length of an employee's shift at the time.

#### **Section 11.5 Jury Duty Leave, Court Leave**

Any employee summoned as a witness in a criminal or civil court proceeding arising out of the performance of his job for the City, or summoned for jury duty, shall be granted leave to fulfill such requirements, as provided herein. Such employee must submit a copy of the summons or jury duty notice to the Chief of Police immediately upon receipt. Such employee will be paid the employee's regular rate of pay for work time actually missed by such employee as a result of such witness summons or jury duty, not to exceed eight (8) hours in a day or forty (40) hours in a week. In the event the employee is excused by the court prior to the end of the employee's regular work shift for the City, the employee is expected to return to work promptly and directly. Any fees or reimbursements paid to the employee pursuant to this provision shall be paid or endorsed over to the City.

The City retains the right to request the court to postpone an employee's jury duty service if such employee's presence at work is vital to the department and/or City.

**Section 11.6. Military Leave**

Military leave shall be granted in accordance with applicable law. Employees must apply for such leave as soon as they are aware of the need for such leave.

**Section 11.7. Family Medical Leave Act Leave**

The City will comply with the Family and Medical Leave Act ("FMLA"), and may adopt, alter and enforce policies consistent with the requirements of the FMLA in order to implement the FMLA.

**Section 11.8 Non-Employment**

A leave of absence under any provision of this Agreement is not for the purpose of enabling an employee to try for or accept employment elsewhere, or for self-employment. Any employee who engages in such unauthorized employment elsewhere, or self employment, while on any leave of absence provided in this Agreement will be considered to have resigned and/or is subject to immediate termination (progressive discipline not applicable).

**ARTICLE XII - VACATION LEAVE**

**Section 12.1 Eligibility and Length of Paid Vacation**

All full time employees of the Police Department are eligible for paid vacation time after the completion of one (1) year of continuous full-time employment pursuant to the following schedule:

<b><u>LENGTH OF CONTINUOUS SERVICE</u></b>	<b><u>VACATION TIME</u></b>
After one (1) year of full-time employment	One (1) week / forty (40) hours
After two (2) years of full-time employment	Two (2) weeks / eighty (80) hours
After five (5) years of full-time employment	Three (3) weeks / one hundred twenty (120) hours <i>plus eight (8) hours for every year of employment between 5 and 10 years</i>

After ten (10) years of full-time employment      Four (4) weeks / one hundred sixty  
(160) hours

### **Section 12.2 Vacation Pay**

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

### **Section 12.3 Carry-over**

Employees who are unable to utilize vacation time because of the needs of the City shall either have such vacation time bought back by the City or, at the City's option, carry over such unused vacation hours so long as they are utilized within the following calendar year.

### **Section 12.4 Vacation Scheduling**

The time at which an employee shall take his vacation and the length of the vacation shall be approved/determined by the Chief of Police or his designee with due regard to the wishes of the employee and the needs of the City. Vacation shall be scheduled on a seniority basis with the most senior officers covered by this Agreement selecting vacation first and so on until all officers have had at least one (1) opportunity to schedule vacation. Thereafter, vacation shall be scheduled on a first come/first served basis as needed and allowed.

### **Section 12.5 Emergency**

In case of an emergency, such as but not limited to, riot, civil disaster, extreme illness, nationally-recognized visitor and the like, the Mayor, or the Police Chief, or their designees, may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.



**Section 12.6 Termination of Employment**

Upon separation of employment from the City, all officers shall be entitled to receive payment for all accrued but unused vacation time, payable at their then-existing rate of pay, within fourteen (14) days of separation.

**ARTICLE XIII - HEALTH & WELFARE BENEFITS**

**Section 13.1. Medical Insurance Coverage**

The City provides employees with health insurance covering medical, prescription, dental and vision benefits. The Union recognizes that the medical benefits provided to police officers are part of plans negotiated by the City on behalf of all City employees. Therefore, the City may elect to change carriers and plans and make such other changes in medical insurance coverage it deems appropriate so long as: (i) the City shall continue to make available to full-time police officers the same insurance coverage on the same terms as are offered to other City employees; and (ii) such changes made by the City are not substantially less favorable to employees than the coverage and terms in effect on the effective date of this Agreement.

**Section 13.2. Premium Costs**

The City shall pay 100% of the cost of medical insurance for full-time police officers. Dependent health insurance is available on a contributory basis.

**Section 13.3. Terms of Policies Govern**

The extent of coverage under the insurance policies or plans (HMO and PPO) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions, issues or disputes concerning said insurance policies or plans or benefits there under shall be resolved in accordance with the terms and conditions set forth in such policies or plans and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

#### **Section 13.4. Limitation of Liability**

The extent of the City's obligations under this Article is limited solely to the payment of the cost of the premiums for the insurance program provided hereunder, and employees shall be entitled to benefits, if any, only in accordance with and as governed by the terms and conditions of the insurance policies issued to provide such benefits. Neither the City nor the Union shall themselves be obligated to pay any insurance benefits provided for in this Article directly to employees or their dependents or beneficiaries. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it or they may have to the City, employees or beneficiary of any employee.

#### **Section 13.5 Disability And Worker's Compensation**

Any officer who is injured on duty ("IOD") shall report such injury immediately to the Chief of Police or his designee and, if physically able, shall make such report not later than the end of the shift on which the injury occurred. Such officer shall seek or be referred for medical treatment as may be appropriate. An IOD officer may be entitled to benefits as provided under the Illinois statutes known as the Public Employee Disability Act or the Worker's Compensation Act, and may elect to file for benefits under either statute, but shall be compensated only once for such injury. If compensated under both statutes, such officer shall reimburse the City, dollar for dollar, the full amount received pursuant to one of the statutes, so that such officer may retain the greater amount of compensation, but is not compensated for the same injury under both statutes.

**Section 13.7 Death Benefits**

Officers will receive any death benefits that may be available under State or Federal law, or from private philanthropic groups or agencies.

**ARTICLE XIV - BASE SALARY ADJUSTMENTS**

	Current Hourly Wage	7/1/2016	7/1/2017	7/1/2018
New Hire		\$16.50	\$16.50	\$16.50
Ofc. Cody Moomey	\$16.95	\$17.50	\$18.05	\$18.60
Ofc. Daniel Tallman	\$16.95	\$17.50	\$18.05	\$18.60
Ofc. Quincy Fergurson	\$18.15	\$18.70	\$19.25	\$19.80
Sgt. Gary Knebel	\$20.34	\$20.89	\$21.44	\$21.99

The City of Nokomis will maintain a minimum of three (3) full-time police officers and sergeant bargaining unit members for the duration of this Agreement.

**SPECIAL CLASSIFICATION RATE:**

**FIELD TRAINING OFFICER:** One hour of pay or compensation time for each training day.

**LONGEVITY PAY:**

After three years of service	\$100.00
After four years of service	\$200.00
After five years of service	\$300.00
After six years of service	\$400.00
After seven years of service	\$500.00
After eight years of service	\$600.00

Any Officer or Sergeant who currently qualifies for longevity pay will continue to receive their longevity increase until the expiration of this agreement to be paid on the officer's anniversary dates as long as he/she remain a full-time employee.

**NOTE: Salary increases shown in this Agreement shall go into effect on July 1<sup>st</sup> of each year of the contract and shall include retroactivity as of July 1, 2016.**

## **ARTICLE XV - MISCELLANEOUS WORKING CONDITIONS**

### **Section 15.1 Light Duty Assignments**

Any employee who is injured or is otherwise unable to perform his duty will be allowed, with written physician's approval, the opportunity to work existing and available restricted duty, subject to the approval of the Chief of Police and City Council, in accordance with the needs of the Department, and according to the applicable departmental policy.

### **Section 15.2 Lateral Transfers**

The City shall establish the initial compensation of a newly hired experienced officer, but shall not compensate such officer more than the contractual rate paid to existing officers with similar knowledge, skill and experience.

In the event the City hires or promotes an officer to a sergeant's position, the City shall establish the initial compensation for such position. In the event the rate established for such position is less than ten (10%) percent higher than the highest paid police officer the City, upon request from the Union, shall negotiate with the Union regarding the appropriate rate. If the parties are unable to agree on a rate less than ten (10%) percent higher than the highest paid police officer, the Union may grieve that the rate is unreasonable under all the circumstances and, if an arbitrator agrees that the rate

established by the City is unreasonable, the arbitrator may establish a rate, provided that such rate shall not exceed a rate that is more than ten (10%) percent higher than the highest paid police officer.

## **ARTICLE XVI - SEVERABILITY**

In the event that any Article, paragraph, section or sub-section of this Agreement shall be held invalid and unenforceable by the Illinois Labor Relations Board or any Court of competent jurisdiction, or by any change in any substantially-enacted Federal or State legislation which would prohibit or nullify any section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, sub-section or portion thereof specified by the Labor Board or Court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated section, sub-section or portion of this Agreement.

## **ARTICLE XVII - ENTIRE AGREEMENT**

Upon ratification, this Agreement supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. If a past practice is not addressed in this Agreement, it may be changed by the City as provided in the management rights provision of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the are of collective

bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both parties at the time the negotiated or signed this Agreement. The Union specifically waives any right it may have to impact or effect bargaining for the life of this Agreement

### **ARTICLE XVIII - SAVINGS CLAUSE**

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

## ARTICLE XIV - DURATION

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in full force and effect through and including June 30, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notified the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless, after expiration, either party gives at least ten (10) days written notice to the other part of its desire to terminate this Agreement.

Agreed to, signed and entered into this 13<sup>th</sup> day of April 2016.

Illinois Council of Police

City of Nokomis



Norm Frese, President

  
MAYOR

Nokomis Chapter Representative

  
City Clerk

## APPENDIX "B"

### Illinois Compiled Statutes Local Government Uniform Peace Officers' Disciplinary Act 50 ILCS 725/

(50 ILCS 725/1) (from Ch. 85, par. 2551)

Sec. 1. This Act shall be known and may be cited as the "Uniform Peace Officers' Disciplinary Act".  
(Source: P.A. 83-981.)

(50 ILCS 725/2) (from Ch. 85, par. 2552)

Sec. 2. For the purposes of this Act, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

(a) "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961, as now or hereafter amended, who is employed by any unit of local government or a State college or university, including supervisory and command personnel, and any pay-grade investigator for the Secretary of State as defined in Section 14-110 of the Illinois Pension Code, not including Secretary of State sergeants, lieutenants, commanders or investigator trainees. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's office.

(b) "Informal inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

(c) "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of 3 days.

(d) "Interrogation" means the questioning of an officer pursuant to the formal investigation procedures of the respective State agency or local governmental unit in connection with an alleged violation of such agency's or unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of 3 days.

(e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer.



(Source: P.A. 90-577, eff. 1-1-99.)

(50 ILCS 725/3) (from Ch. 85, par. 2553)

Sec. 3. Whenever an officer is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act.

(Source: P.A. 83-981.)

(50 ILCS 725/3.1) (from Ch. 85, par. 2554)

Sec. 3.1. The interrogation shall take place at the facility to which the investigating officer is assigned, or at the precinct or police facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

(Source: P.A. 83-981.)

(50 ILCS 725/3.2) (from Ch. 85, par. 2555)

Sec. 3.2. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complaints. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation.

(Source: P.A. 83-981.)

(50 ILCS 725/3.3) (from Ch. 85, par. 2556)

Sec. 3.3. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.

(Source: P.A. 83-981.)

(50 ILCS 725/3.4) (from Ch. 85, par. 2557)

Sec. 3.4. The officer under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

(Source: P.A. 94-344, eff. 1-1-06)

(50 ILCS 725/3.5) (from Ch. 85, par. 2558)

Sec. 3.5. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

(Source: P.A. 83-981.)

(50 ILCS 725/3.6) (from Ch. 85, par. 2559)

Sec. 3.6. The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.

(Source: P.A. 83-981.)

(50 ILCS 725/3.7) (from Ch. 85, par. 2560)

Sec. 3.7. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded.  
(Source: P.A. 83-981.)

(50 ILCS 725/3.8) (from Ch. 85, par. 2561)

Sec. 3.8. Admissions; counsel; verified complaint.

(a) No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.

(b) Anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit.  
(Source: P.A. 93-592, eff. 1-1-04.)

(50 ILCS 725/3.9) (from Ch. 85, par. 2562)

Sec. 3.9. The officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel.

If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, such representative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated.

(Source P.A. 83-981.)

(50 ILCS 725/3.10) (from Ch. 85, par. 2563)

Sec. 3.10. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the officer.  
(Source: P.A. 83-981.)

(50 ILCS 725/3.11) (from Ch. 85, par. 2564)

Sec. 3.11. In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

(Source: P.A. 83-981.)

(50 ILCS 725/4) (from Ch. 85, par. 2565)

Sec. 4. The rights of officers in disciplinary procedures set forth under this Act shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.

(Source: P.A. 83-981.)

(50 ILCS 725/5) (from Ch. 85, par. 2566)

Sec. 5. This Act does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any other federal, State, or local criminal law.

(Source: P.A. 83-981.)

(50 ILCS 725/6) (from Ch. 85, par. 2567)

Sec. 6. The provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act.

(Source: P.A. 83-981.)

(50 ILCS 725/7) (from Ch. 85, par. 2568)

Sec. 7. No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act.

(Source: P.A. 83-981.)

## **APPENDIX "C"**

### **CITY OF NOKOMIS**

#### **DRUG FREE WORKPLACE AND DRUG TESTING POLICY**

The City of Nokomis (the "City") is committed to the goal of maintaining a drug-free workplace. Having a workplace free from the effects and influences of alcohol and other drugs is necessary to maintaining the safety and quality of the work environment, the integrity and credibility of our services and the safety and health of our employees, citizens and visitors. Furthermore, our employees have the right to work with persons free from the effects of alcohol and illegal drugs or excessive levels of otherwise legal drugs. In furtherance of this goal, the City has created this Drug-Free Workplace and Drug Testing Policy ("Policy").

While the City has no intention of intruding unreasonably into the private lives of its employees, the fact is that employees' off-the-job involvement with illegal drugs or excessive levels of otherwise legal drugs and alcohol can have an adverse impact on the workplace and on the City. This is especially true of employees working in the area of public safety. As a consequence, employees are expected to report for work with no illegal drugs or excessive levels of otherwise legal drugs or alcohol in their bodies. Compliance with this requirement is considered an essential qualification for all job assignments and a requirement for continued employment.

#### **Definitions**

For the purpose of this Policy, the following definitions shall apply:

"City premises" means all property, equipment, facilities, buildings, structures, land, grounds, parking lots, cars, trucks, and other vehicles owned, leased or used by the City, regardless of where located.

"Illegal drug" means any controlled drug that is:

- a. not legally obtainable;

- b. legally obtainable, but which has not been legally obtained; or
- c. an otherwise legal drug (as defined below) that is being used in a manner or for a purpose other than that prescribed.

"Legal drug" means any controlled drug that has been legally prescribed and is used solely for its prescribed purpose and any over-the-counter drug that has been legally obtained and is being used solely for its manufactured purpose.

"Legal substance" means any commodity that is legally obtainable

"Reasonable suspicion" means circumstances, workplace conditions, or employee behavior indicating alcohol or other drug use. It includes, but is not limited to, the following:

- a. Any visible or sensory-detectable sign, such as direct observation of alcohol or other drug use, a detectible odor indicating alcohol or drug use, and/or the physical symptoms of such use;
- b. A pattern of abnormal conduct, incoherent mental state, or erratic behavior that is otherwise unexplained;
- c. Other actions, conduct or behavior that provide reasonable suspicion that the employee may be under the influence (as defined below).

"Under the influence means tht an employee is affected in any detectable manner by alcohol, one or more other drugs, or any combination thereof.

### **Coverage**

This Policy applies to all employees of the City regardless of where located and regardless of work site, including employees covered by a collective bargaining agreement. The prohibitions contained in this Policy concerning drugs and alcohol apply equally to all contract employees, vendors, and outsiders. Any such person found violating such prohibitions on the City's

premises will not be allowed to remain on the premises and in appropriate circumstances will be turned over to law enforcement authorities.

## **Prohibitions**

### **Legal Drugs**

Using or being under the influence of a legally obtained drug when reporting to work, on the job, on the City's premises or at any work site is prohibited if the City determines that such may affect the safety of the individual or others.

All employees taking legal drugs must ask their physician whether the use of such drugs present a safety risk, either to the employee or to others, and whether such use may unduly restrict performance or adversely affect the level of judgment required for such employees' jobs significantly. All such employees must then report any and all work restrictions to the City's Police Chief. An employee may continue to work, even though under the influence of a legal drug, if the City determines that he or she does not pose a threat to his or her own safety or the safety of others and that his or her work performance and judgment is not significantly affected by the legal drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action determined by the City, not as a disciplinary measure but, rather, as a safety/fitness for duty measure. Violation of the requirements of this provision may be cause for immediate discharge.

### **Illegal Drugs**

The use, possession (including possession in one's body), sale, manufacture, distribution, purchase or dispensation of illegal drugs, or being under the influence of illegal drugs when reporting to work, on the job, on the City's premises or at another work site, is prohibited. Violation of this rule may be cause for immediate discharge.

### **Alcohol**

Being under the influence of alcohol when reporting for work or when on the job, whether on the City's premises or at another work site, and including any City-sponsored event, is prohibited. Additionally, except at a City-sponsored event where alcohol is served, or otherwise as expressly authorized by the City, the possession, distribution, dispensation or consumption of alcohol on the job or on the City's premises is prohibited. Violation of this rule may be cause for immediate discharge.

#### "Legal Substances or Commodities"

Being under the influence of a legal substance or commodity when reporting for work or when on the job, whether on the City's premises or at another work site, and including any City-sponsored event is prohibited. This offense includes but is not limited to, being under the influence as a result of having sniffed glue.

#### Employee Reporting Requirements

Employees must report to the City's Mayor or designee any conviction under a criminal drug statute within five days after the conviction. Violation of this requirement may be cause for immediate discharge.

Consistent with the preventative features of this Policy, all employees are encouraged to report known or suspected violations of this Policy to the Company's Human Resource Manager or designee. The Company will attempt to protect the reporting employee's anonymity in such circumstances.

#### Police Officer Obligations

Because of the professional obligations of the City's Police Officers with respect to drug enforcement laws, Police Officers have a special obligation to ensure that the substances they possess and allow into their bodies or to otherwise influence them do not violate this Policy, and Police Officers can be held to a higher standard of compliance with this Policy than the standard to which other employees may be held under similar circumstances.

#### Discipline

Violation of any of the provisions of this Policy will result in appropriate action, which may include discharge, even for a first offense, depending upon the circumstances.

### **Infractions Not Covered By This Policy**

This Policy does not purport to address all circumstances where involvement with alcohol or other drug use warrants disciplinary action. Accordingly, nothing in this Policy shall be considered as limiting the City's right to take administrative or disciplinary action, up to and including discharge, for involvement with alcohol or other drugs not specifically addressed in this Policy.

### **Employee Rehabilitation**

The City encourages employees who suffer from alcohol or other drug addiction to seek rehabilitation, and the City will cooperate in the rehabilitation of employees. However, it is the responsibility of the employee to seek treatment before alcohol or other drug use leads to disciplinary action, and to participate in, and fully and successfully complete, the rehabilitation.

An employee's initial decision to seek treatment or rehabilitation or to participate in rehabilitation will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. However, continued employment with the City may be conditioned on both a fitness for duty evaluation and the terms of a Return to Work Agreement. On the other hand, an employee's willingness to pursue treatment or rehabilitation after a violation of this policy has occurred will not be a defense to the imposition of any disciplinary action under this Policy. Furthermore, an employee's initial decision to seek treatment or rehabilitation may result in the City not allowing the employee to work until rehabilitation is fully completed, not as a disciplinary matter but, rather, as a measure to ensure workplace and/or citizen safety.

### **Drug testing**

Pre-employment: All applicants are subject to being required to take and pass a drug test before beginning work or receiving an unconditional offer of employment.



Reasonable Suspicion: Employees are subject to testing if a supervisor reasonably suspects them of using or being under the influence of alcohol or drugs while they are working on City premises, on a City job at another location, or operating City vehicles or equipment.

Post-accident/injury: Employees are subject to testing when they cause or contribute to accidents that seriously damage a City vehicle, machinery or equipment, seriously damage the property of a customer or others, or result in an injury requiring medical treatment away from the scene of the accident; and/or when they claim an injury on the job or contribute to an injury on the job claimed by another employee, whether or not such injury resulted in medical treatment away from the scene of the injury.

Random: Employees who work under DOT regulations and Police Officers are subject to random testing. Additionally, employees may be subject to random testing as part of follow-up testing as described below. Random testing must be by a procedure designed to select names in a manner which assures no prior knowledge of the names to be selected.

Weapons discharge: Police Officers are subject to testing following a weapons discharge.

Follow-up: Employees who have tested positive or otherwise violated this policy, and employees who have been referred for chemical dependency treatment, are subject to follow-up testing at times and frequencies, and subject to terms and durations, as determined by the City. Further, follow-up testing may be required by the terms of a Return to Work Agreement a Last Chance Agreement or other specific agreement.

At the City's discretion, employees who are tested pursuant to any of the foregoing reasons other than Random will not be permitted to return to work until the results of the test is received by the City from the testing laboratory. In the event the test result is negative for an employee tested for Reasonable Suspicion, the City will pay the employee for time lost.

### Testing procedures

Employees subject to alcohol testing shall be driven or sent to an offsite designated neutral facility and directed to provide breath specimens. Breath specimens shall be tested by trained facility personnel, using federally

approved breath testing devices capable of producing printed results that identify the employee. If an employee's breath alcohol concentration is .02 or more, a second breath specimen shall be tested approximately 20 minutes later. The results of the second test shall be determinative.

Applicants and employees subject to drug testing shall be driven or sent to a City-designated medical facility and directed to and must provide sufficient quantities of unadulterated urine specimens. Applicants and employees may provide split specimens and may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens. A federally certified laboratory shall screen all specimens for evidence of drugs, and shall confirm all positive screens by the GC/MS procedure. There shall be a chain of custody from the time specimens are collected through testing and storage. **The City will assume only the cost of the initial drug test.**

The laboratory shall transmit positive drug test results to a Medical Review Officer ("MRO") retained by the City, who shall offer persons with positive results a reasonable opportunity to rebut or explain the results. Persons with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant's or employee's own expense. Such requests must be made within three working days of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test.

### **Consequences**

Applicants who refuse to cooperate in a drug test, attempt to adulterate specimens or who test positive will not be hired. Employees who refuse to cooperate in required tests, attempt to adulterate specimens or who use, possess, buy, sell, manufacture or dispense illegal drugs in violation of this Policy may be terminated from employment.

Employees who test positive for alcohol or drugs or possess, consume or are under the influence of alcohol in violation of this Policy should expect to be discharged, even for a first-time offense. If that does not occur under the circumstances, continued employment and/or reinstatement will be conditional based on cooperation with the City, successful completion of any

prescribed counseling, treatment or aftercare, as well as follow-up drug/alcohol tests and other appropriate conditions as determined by the City. Except in very unusual circumstances, employees who test positive or violate this policy's alcohol rules more than once will be terminated.

### **Confidentiality**

The City's representatives will attempt to handle matters associated with the administration of this Policy in confidence. Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the MRO shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

### **Inspections**

Employees should have no expectations of privacy when on City premises. The City reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband, including City property. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas, and property (such as tool boxes, car trunks or briefcases) that might conceal drugs, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

### **Condition of Employment**

Compliance with this Policy is a condition of employment. Failure or refusal of an employee to cooperate, sign any required document, provide a sufficient quantity of unadulterated specimens, follow any medically prescribed course of treatment or submit to any inspection or test will be grounds for discharge.

### **Questions**

Any questions concerning this Policy should be addressed to the City's Police Chief or designee.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date