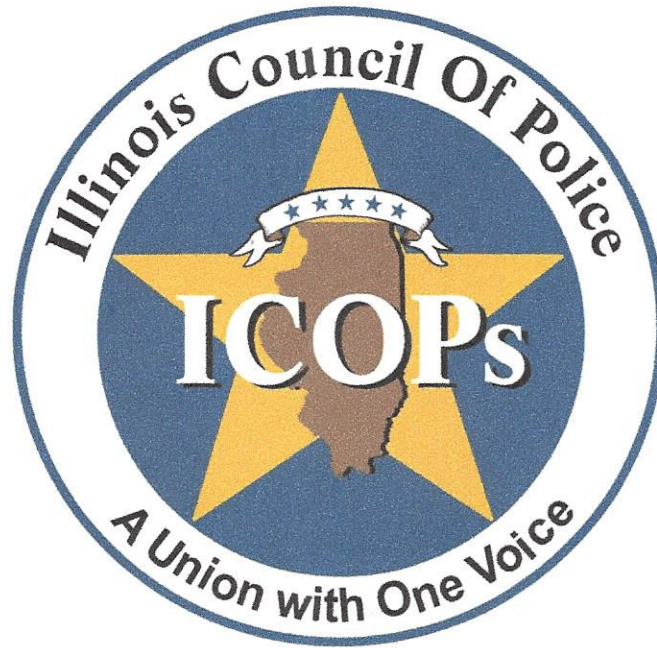


AGREEMENT



Between

Illinois Council of Police

and

City of Chenoa, Illinois

Covering Chenoa Police Officers

May 1, 2018 through April 30, 2024

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ARTICLE I
PREAMBLE

Objective of the Parties

The objective of this Agreement is to establish and maintain effective and harmonious relations between the CITY OF CHENOA and the UNION consistent with the City's Organization Philosophy.

Union

The "UNION" as used in this Agreement shall mean Illinois Council of Police.

City

The term 'CITY" as used in this Agreement shall mean the City of Chenoa, Illinois. All references with respect to an action to be taken or a decision to be made shall be understood to mean the City Council, or an authorized representative of the City Council,

ARTICLE II
RECOGNITION

The City agrees during the term of this Agreement to recognize the Union as the sole and exclusive bargaining agent for all sworn, full-time peace officers in this Agreement in the rank of Patrol Officer, also identified by the term "officer or officers" excluding all other employees of the City, including but not limited to, all sworn peace officers above the rank of Patrol Officer, any employee holding the position of Chief of Police or Assistant Chief of Police, any part-time or temporary employees, including part-time peace officers in the rank of Patrol Officers, all other employees of the Police Department of the City and the City including all managerial, supervisory, confidential, professional and short term employees as defined by the Illinois Public Labor Relations Act. The City may continue to utilize part-time, sworn police officers who are Patrol Officers as it has in the past.

ARTICLE III
MANAGEMENT RIGHTS

The City possesses the sole right to operate the Police Department of the City and all management rights reposed in it. Nothing herein shall affect the internal control authority of the City. Except as specifically amended, changed or modified by the Agreement, these rights include, but are not limited to, the following:

- (1) To direct all operations of the City;
- (2) To establish reasonable work rules and schedules of work;
- (3) To hire, promote, transfer, schedule and assign officers in positions and to create, combine, modify and eliminate positions within the City;
- (4) To suspend, discharge and take other disciplinary action against officers under the established work rules and regulations of the Police Department of the City and the provisions of this Agreement;
- (5) To lay off officers by seniority;
- (6) To maintain efficiency of City operations;
- (7) To introduce new or improved methods or facilities;
- (8) To change existing methods or facilities;
- (9) To determine the kinds and amounts of services to be performed as pertains to City operations; the number and kind of classifications to perform such services and to change or eliminate existing methods, programs, equipment or facilities;
- (10) To contract out for goods or services except for bargaining unit work as provided in this Agreement for which the officer is qualified to perform.
- (11) To determine the methods, means and personnel by which the operations of the City are to be conducted including but not limited:
 - (a) To determine proper uniform and attire for all officers, to change, alter or amend this clothing and equipment as needed, and to set the dates of conversion from season to season;
 - (b) To determine the shift or duty assignments, the number of officers per shift or duty assignments, and not to change or alter these without at least seven (7) days' notice except in emergencies or by mutual agreement. The next day after the notice shall constitute the first day of the seven (7) days' notice;
 - (c) To require compliance with regular written rules and regulations of the Police Department of the City, and to all general

orders, special orders, official notices or memorandum issued from the Chief of Police of the City, or Assistant Chief of Police on official letterhead, memorandum, general or special order, or other identifiable department documents, and the established City personnel policy and procedure manual;

(d) To establish required training sessions and qualifications for specific duty assignments and to change or amend these requirements as needed to meet the needs or requirements of the Police Department of the City;

(e) To determine the proper utilization of department equipment and maintenance of equipment;

(f) To retain the right to issue and/or assign any or all department equipment and vehicles to officers or other individuals as necessary and directed by the City; and,

(g) To schedule overtime work as required in the manner most advantageous to the department and in accordance with this Agreement.

- (12) It is the general policy of the City to continue to utilize officers to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.
- (13) To take whatever action is necessary to carry out the functions of the City in situations of emergency.

ARTICLE IV

UNION BULLETIN BOARD

The City will make available one bulletin board not larger than 2 foot by 2 foot at the Police Department to be used for the posting of notices of Union meetings, Union elections, and other Union activities provided, however, that no notices of a political or inflammatory nature shall be posted.

Copies of all notices will be submitted to the Department Head to be posted.

ARTICLE V

UNION RIGHTS - ACTIVITY DURING WORKING HOURS

Officers shall, after giving appropriate notice to their supervisor, be allowed reasonable time off during regular working hours, with pay, to attend grievance hearings or meetings called and agreed to by the Employer, provided such employees are entitled or required to attend such meetings by virtue of being Union representatives, witnesses or grievant, and such attendance does not unreasonably interfere with the City's operations nor result in any overtime compensation being paid to an officer.

This provision only applies to meetings called and agreed to by the Employer. Meetings for Union business shall not be conducted during work time and shall be without pay.

ARTICLE VI

GENERAL PROVISIONS - UNION ACTIVITY

The City and the Union agree not to interfere with the rights of officers to become or not to become members of the Union and, further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

ARTICLE VII

CHAPTER REPRESENTATIVE

The City recognized the right of the Union to designate one (1) Chapter Representative and one (1) Alternate Chapter Representative. The selection of the Chapter Representative is the function of the Union and the Union must notify the City in writing of the name of the Chapter Representative and the Alternate Chapter Representative before the City will recognize him. No Union business shall be conducted by any Chapter Representative while on duty.

ARTICLE VIII
CHECK-OFF OF UNION DUES

Section 1. Dues Deduction

The City agrees to deduct Union dues from the pay of those officers who individually request it. Upon receipt of a written and signed authorization card from an officer, the City shall deduct the amount of Union dues and initiation fee, if any, set forth in such card and any authorized increase therein, and shall remit such deductions monthly to the Financial Secretary of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the City of any increase in dues or Fair Share Fees, in writing, at least thirty (30) calendar days prior to its effective date.

Section 2. Fair Share

Any full-time officer who chooses not to become a member of the Union, will be required to pay a Fair Share Fee consistent with the terms and conditions of legislation governing the Fair Share alternative which fee shall not exceed the monthly Union Dues paid by Union members. Fair share shall not apply to any other employees or the City including part-time officers.

The Union shall indemnify and hold harmless and defend the City, its Police Department, its elected officials, agents and employees in any action, complaint or suit or other proceeding which may be brought as a result of Dues and/or Fair Share deductions and/or any action resulting from failure to pay monthly dues or monthly Fair Share fees.

ARTICLE IX
HOURS OF WORK & OVERTIME

Section 1. Hours of Work

A. Members of the Union covered by this Agreement shall normally work eight (8) hour shifts with 5 days off in a 28 day cycle. Hours worked in excess of forty (40) in any work week shall be considered overtime and compensated accordingly to include agreed to Court Standby and Court Overtime rates of pay. Union members covered by this agreement shall not intentionally create, omit, or slow work production for purposes of creating additional overtime. There shall be no pyramiding of overtime and/or premium

pay and no employee shall be paid more than once for the same hours worked except where specifically allowed for by terms and agreement of this contract.

Shifts will generally be bid by seniority with available shifts being decided by the Chief or Assistant Chief of Police of the City based on operational needs of the department. Shift bids shall take place between December 1 and December 15 of the year preceding the bid effective date. The effective date of such bid shall be January 1st. In the event a Union member is unable to fulfill their bid position due to extended illness, termination, or resignation, the Union agrees to allow for a reassignment of remaining Union members to meet the operational needs of the department providing a seven (7) day notice has been given of such need.

Union members may be moved to a different shift to facilitate training or fulfill operational needs on a temporary basis for up to 90 consecutive days.

The City maintains the Right to implement ten (10) or twelve (12) hour work shifts should it be in the best interest of the City. However, the City agrees to meet with the Union at least 30 days in advance of such change to facilitate a smooth transition including a re-bid of shifts should it be beneficial to the Union.

B. The City will not require officers to leave work early at the end of their work week so as to avoid overtime. Early dismissal will be by mutual agreement between the City and the Union.

C. Officers will normally be entitled to a rest break of thirty (30) minutes for each eight (8) hours of work and an additional fifteen (15) minute rest break. However, officers shall not take any break within the first hour of their shift or the last hour of their shift without prior approval of the Chief or Assistant Chief. Officers are required to answer calls for service during their breaks.

Section 2. Overtime Work

A. Compensation for authorized overtime work shall be at the rate of one and one-half times the officer's regular rate of pay. Overtime compensation shall be paid not later than the first payday following the pay period in which it was earned.

B. Officers are eligible to receive overtime compensation for all hours actually worked in excess of forty hours per week. For the purpose of this section only, paid vacation, personal leave days and holiday pay shall count as hours worked.

C. All overtime work must have prior authorization by the Chief or Assistant Chief of Police of the City. The City shall maintain records of any overtime worked. Officers shall report all overtime hours to the Chief or Assistant Chief of Police.

D. Court Standby Pay will apply when an officer is placed on Standby for a court hearing by the State's Attorney, City Attorney, Chief of Police or the Assistant Chief of Police. Court Standby shall be paid at the rate of one (1) hour of straight time pay per calendar day.

E. Officers who are called to court on their regular day off or while they are not on duty will earn their overtime rate of pay for the actual time spent with a two (2) hour minimum per day of notice.

F. There shall be no pyramiding of overtime, standby, court time or any other extra time and no officer shall be paid more than once for the same hours worked.

Section 3. No Compensatory Time

There shall be no compensatory time off in lieu of overtime pay. Officers who work overtime shall receive payment for their overtime work as provided in Section 2. above.

ARTICLE X

HOLIDAYS

A. The following days shall be paid holiday for bargaining unit officers:

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Afternoon of Christmas Eve
- Christmas Day

B. Officers who work on a designated holiday shall receive pay computed at the rate of one and one-half hours of their normal hourly rate. Any officers who do not work the holiday will receive eight (8) hours of pay at the officer's current straight time rate of pay.

C. To be eligible to receive pay for a designated holiday, an officer must not have been absent utilizing sick day leave benefits either on the workday before or the workday after the holiday.

ARTICLE XI
PROGRESSIVE DISCIPLINARY PROCEDURES

Section 1. Police Officers' Bill of Rights

A. The City agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers' Bill of Rights. The Uniform Peace Officer's Disciplinary Act is hereby incorporated by reference.

B. Nothing in this Section is intended to or should be construed to waive an officer's right to Union representation during questioning that the officer reasonably believes may lead to discipline. Officers shall have such rights as set forth in the United States Supreme Court Decision in NLRB v. Weingarten, 420 U.S. 251 (1975) and the Labor Board's decision in Department of Central Management Services and Corrections (Morgan Decision 1 PERI Par. 2020 (ISLRD, 1986)).

C. Nothing within this section shall be construed as a modification of the City's right to terminate probationary officers for any reason, with or without cause, as provided in Article XIII of this Agreement.

D. Officers may be placed on Administrative Leave with or without pay pending the results of an internal or criminal investigation.

Section 2. Discipline

The City agrees with the concept of progressive and corrective disciplinary action. However, the City reserves the right to impose discipline in accordance with the seriousness of an infraction without progressive discipline. A major or particularly serious infraction, or a series of repeated infractions (regardless of whether the repeated infractions are violations of the same type and/or the same rule of policy), may warrant the imposition of more severe disciplinary action, including discharge or suspension, without progressive discipline.

Progressive Discipline shall include, but not be limited to:

A. Oral Warnings

An oral warning represents an verbal warning to officers for minor infractions. Oral warnings shall be reduced to writing and placed in an officer's personnel file. After one (1) year from the date of each oral warning has passed, an officer may request to review and remove any oral warnings which appear in their individual personnel file. Oral warnings that have been removed from the personnel file may be kept in a separate, sealed file

which may be opened in the discretion of the Chief or the Mayor.

B. Written Warnings

Written warning represents a notice to an officer to correct unacceptable behavior or the officer will be subject to suspension without pay or discharge.

C. Suspension

A suspension represents a suspension from work with or without pay for a significant infraction, or as progressive discipline following a written warning.

D. Discharge

Discharge is the final step in the progressive disciplinary process and represents the termination of an officer's employment with the City. Discharge may also be imposed for or significant infraction or for a serious or repeated infractions regardless of whether the repeated infractions are violations of the same type and for the same rule or policy. No employee will be discharged without affording the officer the rights outlined in Section 1 above. In case of discharge, the officer and the Union shall be notified in writing within forty-eight (48) hours of the termination that the officer has been discharged.

ARTICLE XII

HANDLING OF DISCIPLINARY ACTIONS

All disciplinary actions, other than disciplinary actions involving probationary officers, are subject to the Grievance and Arbitration Procedures.

ARTICLE XIII

PROBATIONARY PERIOD

Section 1. Duration and Conditions

A probationary period of eighteen (18) months will be imposed on any newly hired officer covered by this Agreement. During this eighteen (18) month probationary period, the probationary officer shall complete training and pass the State Certification exam as outlined by the Illinois Law Enforcement Training and Standards Board (ILETSB). This

training shall take place at an academy which is certified by the State of Illinois and ILETSB except in cases where a Probationary full-time officer has prior certified training and experience in the State of Illinois or has completed the transition training from a reciprocal State. During the probationary period the City may discipline or terminate an officer for any reason with or without cause which shall not be subject to the grievance procedure. The probationary period may be extended for an additional six (6) months if the City determines more time is needed to observe the officer. If an officer is on an authorized leave which lasts more than ten (10) days, then the probationary period will be stayed until the officer returns to regular duty at which time the probationary period will continue to run.

Section 2. Pre-Employment Agreement

The City may enter into pre-hire employment agreements with new hire employees that provide for reimbursement for expenses when the employee separates employment prior to thirty (30) months of employment. Periods of absence in excess of fourteen (14) consecutive days shall not count for purposes of computing the period of employment.

Reimbursement shall be required only for expenses for which the City has not or will not receive reimbursement from other sources. Expenses incurred for which reimbursement shall be required are:

- (a) uniform and equipment paid for by the City and issued to affected Officer,
- (b) costs associated with transportation to and from a police training academy and
- (c) tuition at police training academy.

Reimbursement obligations shall be determined according to the following schedule:

- (a) 0-12 months = 100%
- (b) 13-24 months = 75%
- (c) 25-30 months = 25%
- (d) 30 months or more = 0%

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance and Steps in Procedure

A grievance is defined as an unresolved difference between the City and an officer regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with the Illinois Public Labor Relations Act. Should an officer have such a grievance, it shall be processed in the following manner:

Step 1

The officer or Union representative shall present such grievance orally with the date documented in writing to the Chief or Assistant Chief of Police within ten (10) regular working days after the event has occurred giving rise to the claimed grievance, or within ten (10) regular working days after first knowledge of the alleged occurrence. The Chief of Police shall give his oral answer to the officer or Union within ten (10) regular working days after the grievance has been presented. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the officer shall first complete his assigned shift and complain later.

Step 2

Within ten (10) regular working days after receiving the Chief of Police's answer, the grievance, if unresolved, shall be reduced to writing. Only one subject matter shall be covered in any one grievance. Grievances may be filed on behalf of more than one officer only if the same facts, issues and requested remedy apply. The written grievance shall include the officer's name, a statement of the officer's position, the article and section of the Agreement allegedly violated, the date of the alleged violation, the remedy sought, the signature of the grieving officer and the date of the written grievance which shall be presented to the Mayor or his designee. Within twenty (20) working days the Mayor or his designee shall meet to discuss the written grievance with the representatives of the Union and/or the officers at a time to be fixed by the Mayor or his designee who shall give an answer in writing to the Union Representative and/or the officer within fifteen (15) regular working days after the next regularly scheduled City Council Meeting. Grievances may be withdrawn at this Step of the grievance procedure without precedent.

Step 3

After receiving the Mayor's answer in writing, if still unresolved, the Union and/or the officer can submit the grievance to binding arbitration in accordance with Section XV.

Section 2. Time Limitations

Should the Union fail to follow the time limits prescribed in the grievance procedure then the grievance shall be treated as withdrawn. If the City should fail to follow the time limits prescribed in the grievance procedure, then the matter shall advance automatically to the next step. The time limits may be extended by mutual written consent. The grieving party shall have the burden of carrying the grievance forward.

ARTICLE XV
ARBITRATION

Section 1. Processing Arbitration

If a grievance, as defined above, has not been resolved, it may be submitted to arbitration. The Union shall give the City written notice of its intent to arbitrate to be delivered to the Mayor within twenty (20) regular calendar days following the completion of the second (2nd) step of the grievance procedure, unless the time is mutually extended in writing. Within ten (10) business days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) business days after such meeting, the parties shall request the Federal Mediation and Conciliation Service, Washington, D.C., to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City representative and the Union. The City and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the City and the Union. Such letter shall request that the arbitrator to set a time and a place for the hearing subject to the availability of the City and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Chenoa, Illinois, unless otherwise agreed to.

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

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

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. Each party shall pay the costs and expenditures they incur in connection with the arbitration.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally between the parties. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures if applicable. The decision and award

of the arbitrator shall be made within forty five (45) days following the hearings and shall be final and binding on the City, the Union and the officer or officers involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement and the arbitrator shall have no power to establish wage scales or change established wage scales.

Section 2. Arbitration Awards

All awards of back wages shall be limited to the amount of back wages the Employee would have otherwise earned from his regular and normal employment with the City during the period between his termination and his reinstatement, if reinstatement is ordered, less any unemployment or other compensation for personal services which he may have received from any source during the period.

ARTICLE XVI

DISTRIBUTION OF OVERTIME WORK

All overtime must be pre-approved by the Chief or Assistant Chief who shall have the right to require overtime work and officers may not refuse overtime assignments.

When the City distributes overtime to officers, overall and individual shift staffing needs and overtime hours of individual officers shall be considered, but no one factor will be determinative. If an officer does not immediately answer a call for voluntary overtime, the City may call the next qualified officer.

Overtime shall be assigned in a manner to equalize the hours of overtime applied to all officers subject to this Agreement. In the event an officer fails to answer a call for mandatory overtime, the Chief or Assistant Chief of Police may fill the overtime opening using part-time officers not covered by this Agreement.

Notwithstanding anything in this Article to the contrary, the City may hold over officers to fill vacant overtime assignments until a replacement can be found. An officer covered by this Agreement may be required to continue or complete an assignment that began during the officer's shift without offering the overtime to another officer.

ARTICLE XVII

SENIORITY

Section 1. Definition

As used herein, the term "seniority" shall refer to and be defined as the continuous length

of full-time service with the City since the officers most recent date of hire.

Full-time Officers assigned to specialty positions such as K-9 will not have seniority rights for purposes of shift bidding.

Section 2. Application of Seniority

Seniority shall determine layoffs, recall from layoffs, vacation accrual and any other instances where seniority is used in the contract.

Section 3. Seniority List

The City and Union have agreed upon the initial seniority list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Exhibit A and made a part hereof by reference.

Section 4. Termination of Seniority

Seniority shall terminate when the officer:

- (a) resigns; or
- (b) is discharged; or
- (c) is laid off pursuant to the provisions of this Agreement for a period of twelve (12) months; or
- (d) accepts gainful employment while on an approved leave of absence from the Employer; or
- (e) is absent for three (3) consecutively scheduled work days without proper notification or authorization; or
- (f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days; or
- (g) fails to return to work due to workers' compensation leave within eighteen (18) months from the date of injury.

Section 5. Seniority While on Leave

Employees will not continue to accrue seniority credit for any time spent on an authorized unpaid leave of absence.

ARTICLE XVIII

LAYOFF

Section 1. Reduction in Force

The City, in its sole discretion, shall determine whether layoffs are necessary. Officers shall be laid off in inverse seniority unless compliance with state or federal laws require otherwise

In the event that officers are covered by this Agreement are laid off, the City has the exclusive right to hire and assign any other employees not covered by this Agreement to perform any and all tasks that may be necessary to carry out the duties and obligations of the City and its Police Department.

The Union recognizes the City employs and utilizes part-time officers to supplement but not supplant bargaining unit members subject to Illinois State legislation (625IL CS 5/3. 1-30-21) and according to Illinois Law Enforcement Training and Standards Board requirements. The City will follow State Statute if there is any layoff or reduction in force of bargaining unit members.

The City may use part-time sworn employees as the Chief of Police or the City deems appropriate as allowed by law. The use of part-time employees shall not result in the layoff of full-time employees.

Section 2. Recall

In the event of an increase in the working force following a layoff, laid off officers shall have recall rights for one (1) year from the date of layoff. If there is a recall, officers shall be recalled in the inverse order of their layoff. It shall be the responsibility of an officer who has been laid off to provide the City with an address to which a recall notice can be sent. Any officer who declines a recall under this Section or fails to notify the City of his or her intent to work within seven (7) calendar days after the notice of recall is mailed to the address provided shall forfeit further recall rights.

ARTICLE XIX

SPECIAL ASSIGNMENTS

Section 1. General Policy

At the present time the only special assignment position is K-9 officer. From time to time, the City may identify the need to have any officer or officers become trained or certified in

a manner which extends beyond the standard basic certification of Patrol Officer. Whenever possible, the City agrees to post such specialized training for seven (7) days prior to making such an assignment to training or certification for the position. This posting would allow an officer who is interested to express their interest in the position to be created. Nothing in this Agreement shall prevent the City, Mayor and/or Chief of Police from establishing temporary special assignment positions and utilizing part-time officers to fill such temporary positions especially if they have current training, certifications or experience in the desired area of a temporary assignment. When required to fill a position in less than seven (7) days because of an emergency, the Chief may make such an assignment without posting the position. The City may also from time to time determine that any special assignment position previously established be eliminated.

Section 2. K-9 Officer

A. The K-9 Officer will generally work a five (5) day work week with two (2) days ~~one (1)~~ day a month (one day for drug detection and one day for tracking) pre-designated for K-9 training. This training can be done by the officer or jointly with other area K-9 Units. Any other training outside the area must be approved by the Chief or Assistant Chief of Police of the City. Use of down time for K-9 training during the officer's regular shift is encouraged.

B. It is understood that a K-9 Unit is a specialty tool which may be needed at times in addition to the officer's regularly scheduled shift. The K-9 Officer may be scheduled to work with little or no notice for an assignment which is not part of his normal patrol shift or function. The requirements of Article II and Article IX of this Agreement concerning notice for changes in shift or duty assignments and shift bidding shall not apply to the K-9 Officer. Therefore, a change in shift or work schedule may be done with little or no notice.

C. The City will designate one (1) vehicle for use by the K-9 Officer while on-duty. The deployment, use or equipping of this vehicle shall be determined by the City and there is no guarantee that the K-9 Officer will have a "take home" vehicle. The K-9 Officer may be consulted from time to time about equipping such K-9 vehicle. In the event a designated K-9 vehicle is not available for transporting the K-9 to and from work, the City agrees to pay the K-9 handler \$.30 a mile to compensate the Officer for such transport.

D. Off-duty call out for a deployment of the K-9 Officer shall be approved by the Chief or Assistant Chief of Police of the City. Whenever the K-9 Officer is off-duty and called out for an approved deployment, the K-9 Officer will be compensated at his current overtime rate of pay with a two (2) hour minimum. A call-out will not excuse the K-9 Officer from completing other overtime requirements of the Police Department. The K-9 Officer will receive 3.5 hours per week of additional pay at their regular hourly rate for "kennel time" or care for the K-9.

E. The City will pay for all veterinary care, food and maintenance of the dog on a pre-

approved basis. Any purchases or veterinary care for the dog must be pre-approved by the Mayor, Chief or Assistant Chief of Police of the City, except in an emergency to stabilize the K-9. The K-9 Officer will notify the Chief or Assistant Chief of Police of the City or the Mayor so provision for further treatment can be made.

F. The City of Chenoa may discontinue and disband the K-9 Unit program at any time and dispose of all K-9 equipment as dictated by current statute, if any, regarding disposal of such equipment.

G. It is agreed that the current K-9 Officer, Karl Ladtkow, is not owed any additional compensation for the time spent transporting the dog for which he is responsible to and from work or for the off-duty care and feeding of the dog or for exercising the dog while the officer is off-duty or for cleaning the kennel of the dog while off-duty and there is no obligation by the City to make any additional payments in the form of additional compensation to the K-9 Officer by virtue of this assignment for any time period prior to the effective date of this Agreement.

ARTICLE XX

NO STRIKE OR LOCKOUT

Section 1. General Procedures

Neither the Union nor any officers covered by this Agreement will call, initiate, instigate, authorize, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the-rule situation, mass absenteeism, picketing for or against the City or any official of the City, picketing in a City uniform or not or any other intentional interruption or disruption of the operation of the City. No officer covered by this Agreement shall refuse to cross any picket line, wherever established and by whomever established. Any or all officers who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Any action taken by the City against any officer who participates in activities prohibited by this Article, shall not be considered a violation of this Agreement and shall not be subject to the provisions of the grievance and arbitration procedure except that the issue of whether or not the officer actually engaged in such prohibited conduct shall be subject to the grievance and arbitration procedure. The failure to confer a penalty in any instances is not a waiver of such right in any other instance nor is it a precedent.

Each officer or representative of the Union occupies a position of special trust and

responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation 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 2. No Lockout

The City will not lock out any officers during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union with this Article.

Section 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 XXI

SICK LEAVE AND DISCRETIONARY LEAVE

Section 1. Allowance

It is the policy of the City to provide protection for its officers against loss of income because of illness. Officers are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one day vacation nor to be used to extend vacation periods or holidays. Any officer contracting or incurring any non-service connected sickness or disability, which renders such officer unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement. Employees may use sick leave for doctor or dentist appointments or for other medically related purposes such as physical therapy which may be taken in one (1) hour increments with at least two (2) hours of notice.

Section 2. Accumulation

Sick leave will be granted at the rate of one (1) sick day per month of service. Sick days may not be converted into vacation days. If an officer's employment terminates for any reason not related to retirement, the officer shall not be compensated for any accumulated (earned and unused) sick leave days, but in accordance with Illinois Municipal Retirement Fund ("IMRF") policies and procedures, Employer will notify IMRF of the number of accumulated sick leave days. Upon retirement, up to 240 days shall be credited to IMRF benefits as per IMRF rules and regulations. The officer will not be otherwise compensated for any accumulated sick leave days in excess of 240 days.

Section 3. Procedures

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

Sick leave may be utilized by officers when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments.

Officers who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time will no longer receive compensation.

Any absence of three (3) consecutive working days or longer shall require a physician's statement of release and verification substantiating that the officer may return to work and is capable of performing all police duties. In addition, the City may request a physician's statement of verification of absence of shorter periods of time if there appears to be a pattern of abuse of sick leave. The City may also require the officer to be examined by a physician of the City's choice at the expense of the City.

Light Duty may be assigned on a case by case basis but only with a statement from a treating physician setting forth what restrictions are applicable to the officer such as the amount of weight that can be lifted, limitations on standing, walking, sitting or driving and any firearm or other equipment restrictions.

Notice of an officer's desire to return to work after an extended illness must be given to the City no less than forty eight (48) hours in advance.

The Chief, Assistant Chief or Mayor of the City may direct an officer who appears to be ill or injured to leave work to protect the health of other employees of the City. Compliance with such an order will not be charged to sick leave for the first day.

An officer shall be paid sick leave equivalent to the normally scheduled straight time day.

The City shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for each individual officer.

Sufficient evidence of abuse of leave is subject to the disciplinary procedures of this Agreement.

Section 4. Discretionary Leave

A. The City may grant leaves of absence, without pay or salary, to officers for job related reasons (such as further training or study), which will enable officers to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the officer, his spouse, his child or children or his parents.)

B. The City may assure an officer who is granted such leave, that the officer's position, or job, will be restored to him at the conclusion of his leave; provided, however, that the officer's employment by the City might, and could be, terminated if, during the period of such leave, the officer's position, or job, were to be eliminated by action of the City. If the position or job is not terminated, at the end of the leave, any person hired by the City to fill the officer's position, or to perform his usual and customary duties during the officer's leave will be discharged so as to permit such officer to resume his employment by the City.

C. No leave shall be granted for a period exceeding one hundred eighty (180) consecutive calendar days, nor shall any officer be granted a leave, or leaves, totaling more than one hundred eighty (180) days in a given calendar year. During such leave of absence, the officer shall not accrue any additional seniority, vacation time, sick leave or any other paid benefits. The officer may maintain health insurance coverage under the insurance plan of the City by paying the full amount of the health insurance premium in advance each month.

D. The officer shall make a written request for such leave to the City setting forth the reason or reasons for the leave and the proposed dates of the absence. The leave request must be authorized or denied writing by the City with a copy of the leave record signed by the officer and maintained by the City

ARTICLE XXII

UNIFORMS

The City will provide an officer with initially issued, specifically listed uniforms and equipment at the time of employment. The following is a list of the initially issued uniform and equipment items:

- (1) Three (3) short sleeve uniform shirts.
- (2) Three (3) long sleeve uniform shirts.
- (3) Three (3) pairs of uniform pants.
- (4) One (1) uniform coat.
- (5) One (1) black pant belt to be worn under the duty belt.
- (6) Two (2) name tags (silver or gold depending on rank).
- (7) One (1) City of Chenoa Police Department Patch for each shirt and coat issued.
- (8) One (1) U.S. Flag for each shirt or coat issued (To be worn opposite of the Police Department Patch).

- (9) One (1) pair of steel handcuffs (Peerless or Smith&Wesson) No Aluminum alloy or ASP handcuffs.
- (10) One (1) MK-4 size canister of OC Spray if required by the City.
- (11) One (1) 16 inch expandable baton if required by the City.
- (12) One (1) Concealable Level II (NIJ Standard) Ballistic Vest.

Replacement of initially issued equipment will be considered upon written request to the Chief of Police. The Chief will review the need, taking into consideration the wear, expiration date and overall age of the item(s) to be replaced. No purchase to replace issued equipment will be made without written approval from the Chief of Police or Assistant Chief of Police. Clothing and Equipment types or brands may not be substituted without written authority of the Chief of Police. The Chief of Police will approve or deny, the request in at least ten (10) business days after the request has been made

The City agrees to pay ordinary and reasonable expenses for the replacement of an officer's personal property if the damage, loss, or breakage occurs during the course of his duties in a specific incident outlined in a memo to the Chief or Assistant Chief of Police and detailed in a police report. Damaged personal property must be items which would normally be worn by an officer during the course of duty. Items which are not approved for use by the City are not subject to this Article.

Upon payment by the City to an officer, the City shall be subrogated to the rights of the officer with regard to damage, loss, or breakage, and the officer shall execute any and all documents necessary to assign his interest in the claim to the City. Further, the officer shall cooperate fully with the City in pursuing a claim or claims against third parties to recover for damage, loss, or breakage.

Upon separation from the City, an officer will return all items listed above to the Chief or Police or Assistant Chief of Police. Any items missing or not returned prior to issuance of the officer's last pay check shall have the replacement cost value deducted from their last paycheck. If there is no final pay check to be issued, the officer shall reimburse the City for the cost of such missing items. Failure to return items or reimburse items for not being returned may result in criminal prosecution or debt collection procedures.

The City, Chief or Assistant Chief of Police maintain the right to approve or disapprove of all uniform or equipment items used by an officer whether or not those items are provided by City.

ARTICLE XXIII

SAFETY

In order to have a safe place to work, the City agrees to comply with the laws applicable to the operations concerning the safety of officers covered by this Agreement.

No officer shall be required to use any equipment that has been designated by the City to be defective because of a disabling condition unless the disabling condition has been corrected as determined by the City.

ARTICLE XXIV

LABOR MANAGEMENT COMMITTEE

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concerns, representatives of the Union may meet with management upon mutual agreement with the date, time and place to be agreed upon by the parties. A Union Representative may attend.

ARTICLE XXV

HEALTHCARE COVERAGE

Section 1. Coverage

The City shall make available to each officer coverage that is similar to the coverage that existed on the date of this Agreement. In the event that such coverage increases by more than five percent (5%) or if the coverage is changed or canceled through no fault of the City, the parties agree to immediately meet and negotiate the impact of such cost increase, change or cancellation. The City reserves the right to change insurance carriers, to self-insure or to participate in a health maintenance organization as it deems appropriate.

Section 2. Cost

The City will continue to pay the same amount for health insurance coverage during the term of this Agreement.

Section 3. Cost Containment

The City reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, the prohibition on weekend admission except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 4. Compliance with the Patient Protection and Affordable Care Act (PPACA)

Notwithstanding the other provisions of Article XXV, the City reserves the exclusive right to make any changes, reductions, modifications, deletions, or improvements with respect to the officer's medical, prescription, dental, or vision insurance (including but not limited to changes in insurance carriers, insurance plans, benefit levels, deductibles, co-payment levels, etc.) it determines are warranted in its sole discretion (with prior notification to the Union) to: (1) comply with PPACA as amended, and any other federal or state health care laws; (2) avoid having to pay, whether directly or indirectly, Cadillac taxes; and (3) insure it is not subject to penalties or fees because officers are eligible to obtain insurance through an insurance exchange.

ARTICLE XXVI

OTHER EMPLOYEE BENEFITS

Section 1, Deferred Compensation

All City employees may participate in the deferred compensation plan offered by the City. The program offered by the City is with ICMA Retirement Corporation. Under this plan, up to \$7,500.00 of compensation annually may be withheld by the City, the amount determined by the officer. The amount selected is invested for the officer and is not subject to federal or state income tax until withdrawn.

Section 2. Personal Leave

Each officer shall be allowed three (3) personal leave days each fiscal year with pay, provided the advance approval of the Chief or Assistant Chief of Police of the City is obtained at least one (1) working day prior to the leave date being requested, if practicable. Requests for personal leave shall not be unreasonably denied but personal leave days shall be granted to not more than one(1) officer per shift on any given day provided minimum staffing levels are maintained for each shift. Multiple requests for the same shift shall be determined by order of request on a first come, first serve basis. There shall be no accumulation of unused personal leave days from one fiscal year to the next.

ARTICLE XXVII

VACATION

Section 1. Vacation Benefits

Vacation time off with pay is available to officers currently covered by this Agreement.

The amount of paid vacation time officers receive is shown in the following schedule:

<u>Vacation Earning Schedule:</u>	<u>Days Per Year</u>
During Probation	5
After Probation	10
After 10 years	15

Officers may not utilize vacation time not yet earned.

Vacation leave shall be earned and credited based upon the anniversary date of employment. Officers must follow any department rules and schedules concerning the use and availability of vacation time.

Vacation leave may be accumulated up to the equivalent of one (1) year of vacation time based on his or her years of service as set forth above to be carried over from one year to the next.

Section 2. Vacation Requests

Except for an occasional period of not less than four (4) hours which is taken as vacation time, all officers must submit, in writing, to the Chief of Police, a schedule of desired vacation prior to July 1st of each year. The vacation schedule shall apply to the period of time beginning on July 1st of the current year through June 30th of the subsequent year. Conflicts in scheduling will be resolved in favor of the most senior officer. At least one (1) days' notice shall be given for a period of not less than four (4) hours as set forth above. The City shall have the right to alter any schedule if it deems it to be in the best interest of the Police Department to do so. No officer shall be entitled to priority in selecting his vacation for more than ten (10) days in each fiscal year from July 1st through June 30th.

Section 3. Probationary Period

During their probationary period, full-time officers shall be credited with vacation leave for each month of employment, but shall not be permitted to use any vacation time prior to completion of the first six (6) months of their probationary period. Officers terminated prior to attaining certified full-time status shall not be paid for any accrued vacation leave.

Section 4. Holiday During Vacation

City holidays which occur during the taking of an employee's authorized vacation leave will not be counted as a day of vacation. Instead it will be assigned in lieu of the vacation day rate of pay.

Section 5. Termination

Upon termination, an officer shall be compensated for all earned but unused vacation leave at his or her final rate of pay, subject to the maximum hours of accumulation authorized in the schedule of the Section above.

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

Section 1. Personnel Records

The City will comply with the provisions of the Illinois Personnel Records Review Act.

Section 2. Residency

Officers shall have no residency requirement.

Section 3. Rules and Regulations

The City will distribute to all officers, copies of all City and Police Department Rules, Regulations, Policies and Procedures that pertain to Police work and the specific duties of Chenoa Police Officers. Copies of additions or revisions will be distributed to officers. Officers will sign a cover sheet indicating that they have received the materials. If an officer requires an additional copy of these materials, or if subsequent update of these materials becomes necessary, he or she may seek approval from the Chief or Assistant Chief of Police to use the Department's copy machine for this purpose. Such a request for approval shall be made in writing and with an explanation of why such copies are necessary. It is understood that by distributing copies of such written Rules, Regulations, Policies and Procedures, that a higher level of professionalism in Police work will be realized. The written Rules, Regulations, Policy and Procedures shall be incorporated by reference as part of this Agreement. However, in the event that any existing Rule, Regulation, Policy or Procedure directly conflicts with the terms of this Agreement, then the terms of this Agreement shall take precedence and be determined.

Section 4. Complete Agreement

The parties acknowledge that during the negotiations which preceded 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 area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXIX

TERM OF AGREEMENT

This Agreement shall be effective upon signing and shall remain in full force in effect up to and including April 30, 2024, and shall continue in full force in effect from year to year thereafter until such time either party desiring to open, alter, amend or otherwise change

this Agreement shall serve written notice upon the other not later than February 1, 2024, or the first day of February in any year thereafter.

If a party serves notice of the intent to amend the Agreement, the provisions of the Agreement shall remain in effect during the negotiations and during any impasse resolution proceedings.

If agreed amendments are reached outside the normal contract negotiating process, both the City and Union agree that a Memo of Understanding (MOU) will be reduced to writing and signed by both parties and put into practice. Memos of Understanding will be incorporated by reference into this Agreement and added to subsequent Agreements during the negotiating process.

Unless this Agreement requires otherwise, words imparting the masculine gender include the feminine and vice versa.

ARTICLE XXX

Section 1. Wages

	<u>5/1/2019</u>	<u>5/1/2020</u>	<u>5/1/2021</u>	<u>5/1/2022</u>	<u>5/1/2023</u>
Probation	\$ 18.75	\$ 19.50	\$ 20.50	\$21.00	\$21.50
After Probation	\$ 19.15	\$ 19.75	\$ 21.00	\$21.50	\$22.00

Section 2. Effective Date

The initial wage increase will be implemented on May 1, 2018.

ARTICLE XXXI

PAY ON TERMINATION

An officer, whose termination of employment with the City is not for cause shall receive his or her final paycheck on the first regularly scheduled payday following his or her

termination. Officers discharge for cause will receive their final paycheck no later than the first regularly scheduled payday following his or her termination.

The final paycheck shall include compensation for all hours to be paid as well as the payment of all accrued benefits as set forth in this Agreement that are payable on termination and will reflect any credits or reimbursements due the City from the officer.

ARTICLE XXXII

OUTSIDE EMPLOYMENT

Outside employment involves an officer holding a second job with another employer. Outside employment includes any work, with or without pay, including self-employment. Outside employment by an officer: (1) is permitted only when such outside employment: is considered secondary to service for the City; (2) does not interfere with performance of duties for the City; and (3) results in no legal, financial or ethical conflict of interest. Officers must submit a written request for outside employment to the Chief of Police which is approved prior to beginning secondary employment.

Secondary employment is subject to the provisions of the "Secondary or Additional/Outside of Agency Employment policy of the City of Chenoa. Failure of the City to grant approval for outside employment shall not be subject to the grievance procedure.

The City may not deny a request submitted by any employee to engage in outside employment if that employment had been approved by the City on or before August 1, 2012.

ARTICLE XXXIII

NON-DISCRIMINATION

Neither the City nor the Union shall discriminate against any officer because of race, creed, color, national origin, sex, or physical or emotional disability as defined by the Americans with Disabilities Act, or Union activities.

ARTICLE XXXIV
DRUG AND ALCOHOL POLICY

Section 1. Statement of City Policy

It is the policy of the City that the public has the reasonable right to expect persons employed by it to be free from the effects and drugs and alcohol. The City has the right to expect its officers to report for work fit and able for duty. The Drug and Alcohol Policy of the City is incorporated by reference as a part of this Agreement and to the extent there is a conflict between the Policy and the Agreement, the Agreement shall control.

Section 2. Prohibitions

Officers shall be prohibited from:

A. Consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business..

B. Illegally possessing, using, selling, purchasing or delivering any illegal drug at any time.

C. Failing to report to the Chief or Assistant Chief of Police of the City any known adverse side effects of medication or prescription drugs they are taking which they are informed has the potential to impair job performance.

- (1) The officer shall advise the Chief or Assistant Chief of Police of the City of the known side effects of such medication and the prescribed period of use.
- (2) The Chief or Assistant Chief of Police of the City shall document this information through the use of an internal memorandum and maintain this memorandum in a secured file.
- (3) The officer may temporarily be reassigned to other duties, where appropriate.

D. Being under the influence of alcohol or illegal drugs at any time during the work day or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business. Any officer who unintentionally ingests, or is made to ingest a drug, controlled substance or alcohol shall immediately report the incident to the Chief or Assistant Chief of Police of the City so that appropriate medical steps may be taken to ensure the officer's health and safety. Any officer having a reasonable basis to believe that another officer is illegally using or in possession of any controlled substance or drug or is under the influence of alcohol shall

immediately report the facts and circumstances to the Chief or Assistant Chief of Police of the City.

Section 3. Applicant Drug and Alcohol Testing

A. Applicants for a position covered by this agreement shall be required and will be notified in writing that they must take a drug and alcohol test as a condition of employment consideration. They will be notified further that the City conducts random drug testing of all officers covered by this agreement and that refusal to take such a test will constitute grounds for termination of employment.

B. The test should be administered on the basis of a conditional offer of employment as determined by the City.

C. Applicants shall be disqualified from further consideration for employment should they refuse to submit to a required drug and alcohol test or fail a drug and alcohol test.

Section 4. Reasonable Suspicion Drug and Alcohol Testing

A. The Chief or Assistant Chief of Police of the City may order a drug and alcohol test of any officer when there is reasonable suspicion to believe the officer is under the influence of or abuses a drug, controlled substance or alcohol.

B. A summary of the facts supporting the request shall be prepared by the Chief or Assistant Chief of Police of the City and provided to the officer prior to conducting any test.

C. Reasonable suspicion to request a drug and alcohol test is based on a totality of circumstances that included, but are not limited to:

- (1) Abnormal conduct or aberrant behavior;
- (2) Information provided by reliable and credible sources; and/or
- (3) Observed difficulty or unusual speech, concentration, movement or the behavior characteristics symptomatic of controlled substance and/or alcohol usage.

D. An officer under reasonable suspicion may be removed from duty pending the outcome of a drug and alcohol test.

Section 5. Random Drug and Alcohol Testing

Officers in the bargaining unit shall be selected for drug and alcohol testing on a random basis utilizing a method of selection in which every officer has an equal chance to be selected for drug and alcohol testing each and every time a selection is conducted. The City shall establish the actual number of officers to be tested during each testing cycle. Any officer who discloses the identity of another officer selected for random testing, that a random selection is scheduled or the date of which specimens will be collected is subject to disciplinary action. Any officer who has been selected for random drug and alcohol

testing and successfully passed the test shall not again be subject to random testing for a period of one year from the date of the test.

Section 6. Other Drug and Alcohol Testing

The City shall have the right to require an officer to submit to alcohol or drug testing as set forth in this Agreement following (i) on-duty vehicle accidents involving damage to property exceeding Five Hundred Dollars (\$500.00) or injury to any person; and (ii) shootings and other critical incidents as determined by Employer.

Section 7. Test to be Conducted

A. Use only testing facility that is a clinical laboratory or hospital facility that is licensed by the State of Illinois.

B. Establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each name and test result. No officer covered by this Agreement, other than persons assigned to internal affairs investigations, shall be permitted at any time to become a part of such chain of custody.

C. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.

D. Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive.

E. Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening and a confirmatory test.

F. In any situation where the same tests positive in an initial screening for drugs, a confirmation test of the second portion of the same sample by gas chromatography mass spectrometry (GCMS) shall be performed. The City shall pay the costs of the GCMS test.

G. Provide each officer tested with a copy of all information and reports received by the City in connection with the testing and the results.

H. Insure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

I. Where the officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form.

- (1) Reasonable amounts of water may be given to the officer to encourage urination.

- (2) The officer shall be permitted a reasonable amount of time to give a sample, during which the officer shall remain in the testing area under observation.
- (3) Failure to submit a sample shall be considered a refusal to submit to a drug test.

J. Whenever there is a reason to believe that the officer may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel.

Section 8. Procedures

Whenever an officer is selected for testing according to this Article, the City will provide the officer with transportation to the testing facility. This transportation will be done by the Mayor, Chief or Assistant Chief of Police of the City. The officer will be picked up at his residence, if not already at work. The officer will remain under constant observation by the person conducting the transportation until they arrive at the testing facility and are released to testing personnel according to policy and procedures at the facility. At no time will an officer selected for testing transport himself or herself to the testing facility or to a pre-arranged location to meet with the person conducting the transportation to complete the transport to the testing facility.

Section 9. Right to Consent

The Union and/or an officer, with or without the Union, shall have the right to file a grievance pursuant to this Article only concerning the administration of tests, the significance and accuracy of the test, the consequences of the testing or results of any other alleged violation of this Agreement.

Section 10. Voluntary Requests for Assistance

The City shall take no adverse employment action against an officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem prior to the time an officer is selected for random testing or ordered to submit to reasonable suspicion testing, other than the City may require reassignment of the officer with pay if he is then unfit for duty in his current assignment. All such requests shall be confidential and only information received by the City, through whatever means, shall not be used in any manner adverse to the officer's interests except reassignment as described above.

Section 11. Discipline

In the first instance that an officer tests positive on both the initial and the confirmatory tests for non-reported or abused prescription drugs or is found under the influence of alcohol, they may be subject to up to ten (10) days' disciplinary suspension without pay solely for the positive test result. Any officer who tests positive for the presence of illegal drugs shall be subject to discipline up to and including immediate discharge.

All officers who voluntarily seek assistance with drug and/or alcohol-related problems for

the first time prior to being selected for random testing or prior to being ordered to submit to reasonable suspicion testing, shall not be subject to any disciplinary or other adverse employment action by the City unless charged with a criminal offense. The foregoing is conditioned upon:

- A. The officer agreeing to appropriate treatment as determined by the City.
- B. The officer discontinues his use of illegal drugs or abuse of alcohol.
- C. The officer completes the course of treatment prescribed, including an "after care" group for a period of up to twelve (12) months.
- D. The officer agrees to submit to random testing during hours of work during the period of "after care" for a period of up to twelve (12) months.

Officers who do not agree or who do not act in accordance with the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discharge.

The foregoing shall not be construed as an obligation on the part of the City to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a patrol officer whose continuance or active status would constitute a direct threat to the property or safety of others. Such officers shall use accumulated sick leave, vacation time or take an unpaid leave of absence, at the officer's option, pending treatment.

ARTICLE XXXV

SEVERABILITY

In the event that any Article, paragraph, section or sub-section of this Agreement shall be held in 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, court decision or change in law, and the remaining provision 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 XXXVI

ENTIRETY OF AGREEMENT

This Agreement, upon ratification, canceled and supersedes all prior practices and agreements, whether oral or written, unless expressly stated to the contrary here constitutes the complete and entire agreement between the parties, and collective bargaining for this term.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, 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 area of collective bargaining, and that the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement.


Date Signed 3-18-2020

FOR THE UNION:

FOR THE CITY:



Norm Frese, President
Illinois Council of Police

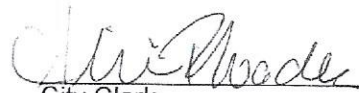


Chris Wilder, Mayor
City of Chenoa



Chenoa Chapter Representative

ATTEST:



City Clerk
City of Chenoa