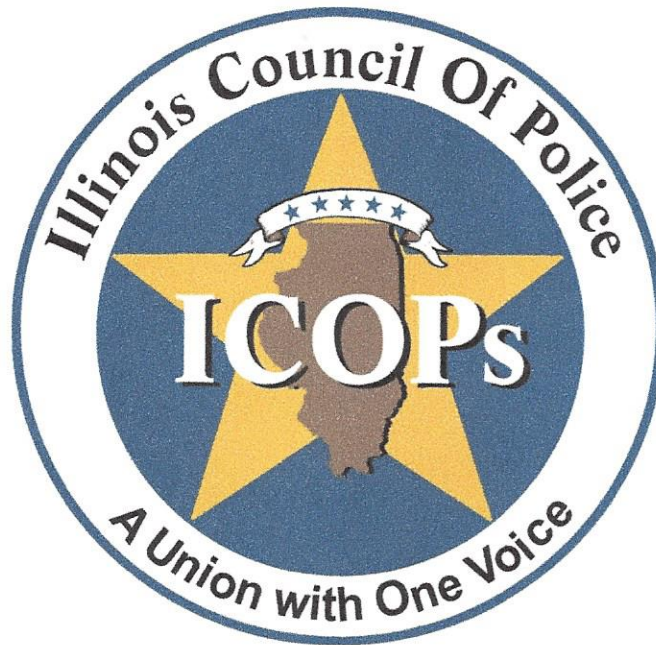


AGREEMENT



Between

Illinois Council of Police

and

City of Marshall, Illinois

Covering the City of Marshall Police Officers

May 1, 2020 through April 30, 2024

CITY OF MARSHALL

AGREEMENT

BETWEEN

CITY OF MARSHALL, ILLINOIS

AND

ILLINOIS COUNCIL OF POLICE (ICOPS)

May 1, 2020 through April 30, 2024

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ARTICLE I

PREAMBLE

This Agreement is entered into by the City of Marshall, an Illinois municipal corporation, hereinafter referred to as the “Employer”, and the Illinois Council of Police, hereinafter referred to as the “Union.”

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory term and conditions of employment, and to prevent as well as adjust misunderstandings and grievances relating to employees’ wages, hours, and terms and conditions of employment.

In this Agreement, “employee” shall mean only those employees of the City’s Police Department who are in the bargaining unit as set forth in the Recognition Article of this Agreement. In this Agreement, the word “officer” shall mean “employee” as just defined.

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

ARTICLE II
RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment for employees in the bargaining unit.

Includes: All sworn officers below the rank of Chief.

Excludes: Chief and all managerial, supervisory and confidential employees of the City of Marshall and all others excluded by the Illinois Public Labor Relations Act.

ARTICLE III

NON-DISCRIMINATION

Section 3.1. Prohibition Against Discrimination. Both the Employer and the Union agree to refrain from any acts of discrimination in violation of any state or federal law on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, sexual preference, mental or physical handicap. The Employer will continue to provide equal employment opportunity for all employees. Any alleged violation of this Section shall be processed through the appropriate state or federal agency and not through the grievance and arbitration procedure of this Agreement.

Section 3.2. Union Membership or Activity. Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Union, and there shall be no discrimination against any such employees because of lawful membership or non-membership, activity or status.

Section 3.3. Political Activity. Employees shall not use their employment with the City as a position of influence for the purpose of interfering with an election or affecting the results thereof. Any employee choosing to run for the office of Mayor or Alderman can do so only after requesting and receiving a temporary leave of absence. Any such request will not be arbitrarily or capriciously denied provided the requested leave does not exceed three (3) months. Any employee elected to such an office must resign from employment with the City. If any provision of this section conflicts with applicable law then the law shall control to the extent of the conflict.

Section 3.4. Americans with Disabilities Act. Notwithstanding the other provisions of this Agreement, the Employer may take reasonable actions necessary to comply with the ADA.

ARTICLE IV

NO STRIKE/NO LOCKOUT

Section 4.1. No Strike. Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any officer shall refuse to cross any picket line by whomever established.

Section 4.2. No Lockout. The Employer will not lockout any employee for any reason during the term of this Agreement.

Section 4.3. Resumption of Operations. In the event of action prohibited by Section 4.1 above, the Union shall immediately disavow such action and request the employees to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 4.4. Union Liability. Upon the failure of the Union to comply with the provisions of Section 4.3 above, any agent or official of the Union who is an employee covered by this Agreement shall be subject to the provisions of Section 4.5 below.

Section 4.5. Discipline of Strikers. Any employee who violates the provisions of Section 1 of this Article shall be subject to discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 4.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

ARTICLE V

DUES DEDUCTION

Section 5.1. Dues Deduction. While this Agreement is in effect, the City will deduct from each paycheck, and forward to the Illinois Council of Police at 770 North Church Road, Suite H, Elmhurst, Illinois 60126, the uniform, regular dues for each employee in the bargaining unit who has filed with the City a voluntary, effective dues deduction authorization (as set forth in Appendix A of this Agreement). If a conflict exists between that form and this Article, the terms of this Article and Agreement control. A member desiring to revoke the dues deduction authorization may do so by written notice to the City and Union by certified mail, return receipt requested at any time upon thirty (30) days' notice. The actual dues amount deducted, as determined by the Union, shall be a uniform sum of money for each employee in order to ease the City's burden of administering this provision. Such dues shall be forwarded to the Union within thirty (30) calendar days of the deduction.

If the employee has no earnings or insufficient earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each calendar year during the life of this Agreement. The Union will give the City thirty (30) calendar days' notice of any such change in the amount of uniform dues to be deducted.

In order to administer the deduction of dues under this Agreement, the Employer shall:

- (a) Notify the Union of the names of all newly hired employees within thirty (30) days of the employees' respective starting date(s).

- (b) Provide to the Union in conjunction with each dues check forwarded to the Union:
 - (1) A complete and accurate written listing of all employees in the bargaining unit and the amount of union dues deducted from each individual employee's salary.

The City shall provide the Union with the name, starting date and salary of any new employee covered under this Agreement within thirty (30) days of hire.

Section 5.2. Indemnification Clause. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article.

ARTICLE VI

ICOPS REPRESENTATIVES

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

Section 6.1. Grievance Processing. Reasonable time while on duty may be permitted Union representatives for the purpose of grievance, disciplinary meetings or exercising other rights, so long as it does not result in overtime having to be paid to any employee and it does not interfere with the work duties of the employees, and in such events that reasonable time shall be without loss of pay.

Section 6.2. Negotiating Team. For the purpose of attending scheduled negotiations, one (1) member of the Union negotiating team shall be excused from his regular duties, without loss of pay at straight time or benefits. If a designated negotiating team member is in regular day off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE VII

INDEMNIFICATION

Section 7.1. Employer Responsibility. The Employer shall be responsible for, hold employees harmless from, and pay for damages, except punitive damages, or moneys which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement except where the damages or moneys awarded result from the willful misconduct of the employee and when such payment is allowed by law.

Section 7.2. Legal Representation. Employees shall have legal representation provided by the Employer in any civil cause of action brought against any employee resulting from or arising out of the performance of duties.

Section 7.3. Cooperation. Employees shall be required within ten (10) calendar days of knowledge of any investigation or litigation to notify the Employer of same and to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 7.4. Applicability. The Employer will provide the protection set forth in Sections 1 and 2 above, so long as the employee is acting within the scope of his employment and where the officer cooperates, as defined in Section 3 above, with the Employer in the defense of an action or actions or claims. This Article in no way is intended to limit or waive any other responsibilities of the employees and Employer as set forth in 65 ILCS 5/1-4-6 or related statutes.

ARTICLE VIII

RESOLUTION OF IMPASSE

In order to resolve impasses upon the expiration of the Labor Agreement, the Employer and the Union agree to abide by the provisions of Section 14 of the Illinois Public Labor Relations Act with the exception that all arbitration hearings shall be conducted in the City of Marshall, Illinois, unless otherwise mutually agreed.

ARTICLE IX

PERSONNEL FILES

Section 9.1. Personnel Files. The Employer shall keep a central personnel file for each employee. The Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for, nor be used in any way, in disciplinary or other adverse personnel action against an employee.

Section 9.2. Inspection. Upon the request of an employee, the Employer shall permit an employee to inspect his personnel file subject to the following;

- (a) Such inspection shall occur during regular day shift working hours Monday through Friday, without unreasonable delay.
- (b) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein. The Employer will provide reasonable copies requested at no cost to the employee.
- (c) Upon written authorization by the requesting employee, a representative of the Union may inspect the employee's personnel file.
- (d) If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his disagreement, which shall become an integral part of the file until such time that the portion not agreed upon is permanently removed from the file. In this regard, a removal or correction of contested information may be mutually agreed upon by the Employer and the employee. Any statement of disagreement must be included when the personnel file is inspected by anyone who has such lawful authority to inspect same.
- (e) Pre-employment information, such as reference reports, credit checks or other information an employee would not otherwise legally have access to shall not be subject to inspection or copying.
- (f) Any written memorandums evidencing oral or written reprimands shall be removed from an officer's personnel file after twenty four (24) months from their effective date unless other disciplinary action involving the same or similar behavior by the employee has been taken within that time period. Suspensions shall be removed from the officer's personnel file after five (5) years unless other disciplinary action involving the same or similar behavior by the employee has been taken. Discipline which has been removed from an officer's personnel file shall not be used against the officer for progressive disciplinary purposes.

Section 9.3. Notification. Employees will be notified, concurrently, in writing whenever any memorandum evidencing disciplinary action is placed in their personnel file.

Section 9.4. Limitation on Use of File Material. Any material not available for inspection shall not be used in any manner or form adverse to the employee's interest.

ARTICLE X

DISCIPLINE & DISCHARGE

Section 10.1. Discipline and Discharge. The parties recognize the principles of progressive and corrective discipline. Discipline shall be imposed on non-probationary employees for just cause only. All discipline shall be imposed as soon as practical after the Employer becomes aware of the event or action giving rise to the disciplinary action and has a reasonable period of time to investigate the matter, if necessary. In no event shall any employee be disciplined, for any reason, if more than ninety (90) calendar days has elapsed from the time the Employer became aware or should have become aware of the alleged action on the part of the employee, unless mutually agreed by the Union and Employer to extend this time period. If the conduct giving rise to the disciplinary action has been the subject of a criminal investigation, testing needs to be conducted by an outside agency, non-employee witnesses need to be interviewed or other extenuating circumstances exist, the ninety (90) calendar day restriction shall not apply.

Disciplinary action or measures shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the employer has just cause to impose discipline against an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 10.2. Investigatory Interviews. Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview of an employee

might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative, provided, however, such interview shall take place within a reasonable amount of time. The role of the representative is to assist the employee in clarifying facts and to offer advice and counsel.

Section 10.3. Bill of Rights. The Employer shall comply with the provisions of the Illinois Uniform Peace Officer's Disciplinary Act ("Peace Officer's Bill of Rights"), 51 ILCS 725, et seq., as amended. The Employer agrees to inform the employee that the employee has a right to Union representation or to legal counsel during any such interview or interrogation. Independent violations of this Section shall not be subject to the grievance and arbitration provision of this Agreement.

ARTICLE XI

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 11.1. Definition of a Grievance. A grievance is defined as any unresolved complaint, difference, or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of the express provisions of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 11.2. Dispute Resolution. In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his immediate supervisor.

The employee shall make his complaint to his immediate supervisor, and in the supervisor's absence, to the supervisor's designee, no later than ten (10) days after the occurrence of the matter giving rise to the complaint or ten (10) days after either the Union or employee had knowledge, or through the use of reasonable diligence, could have had knowledge of the matter giving rise to the complaint. The supervisor will notify the employee of his decision within five (5) business days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task and make his complaint afterwards.

Section 11.3. Representation. Grievances may be processed by the Union on behalf of an employee or group of employees. Any individual employee may also file a grievance under this provision. A single grievance may be filed on behalf of two or more employees only if the same facts, issues, or same incident, and requested remedy apply to all employees in the group.

Section 11.4. Subject Matter. Only one subject matter shall be covered in any one grievance unless otherwise mutually agreed. A written grievance shall contain a statement of the grievant's position, the relevant Article(s) allegedly violated, the remedy sought, and the signature of the grievant.

Section 11.5. Time Limitations. Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall allow the employee to treat the grievance as denied. Time limits may be extended by mutual written agreement.

Section 11.6. Grievance Processing. No employee or Union representative shall leave his work assignment to participate in a grievance or disciplinary meeting without first making mutual arrangements with his supervisor, and such mutual arrangements shall not be unreasonably denied. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later unless the employee reasonably believes that the assignment is either unlawful or endangers the safety of himself or others.

Section 11.7. Grievance Meetings. A maximum of two (2) employees (the grievant and/or Union representative) shall be excused from work with pay to participate in a grievance hearing. When necessary, the employee(s) shall be excused from work with pay to attend the scheduled hearings(s). The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift.

Section 11.8. Grievance Procedure. Disputes arising under this Agreement shall be resolved as follows:

Step 1. If no Agreement is reached between the employee and the supervisor, as provided for in Section 2, Dispute Resolution, the grievant shall prepare a written grievance on a form mutually agreed to (see Appendix B) and presented to the Chief of Police no later than ten (10) business days after the employee was notified of the decision by the supervisor. Within five (5) business days after the grievance has been submitted to the Chief of Police, the Chief of Police shall meet with the grievant, and Union representative, if requested, to discuss the grievance and make a good faith effort to resolve the grievance. The Chief of Police shall respond in writing to the grievant and to the Union within five (5) business days following the meeting.

Step 2. If the grievance is not settled in Step 1, the grievance may be referred in writing to the City's standing Labor Committee within (5) business days from the date of receipt of Step 1 response. The Labor Committee shall meet with the grievant and Labor Council representative with five (5) business days to discuss the grievance and attempt to resolve the complaint. The committee shall then render its written decision within five (5) business days after the date of the hearing.

Step 3. If the dispute is not settled at Step 2, the matter may be submitted by the Labor Council to arbitration within ten (10) business days after receipt of the Committee's written decision, by notifying the other party in writing.

Section 11.9. Arbitration. Pursuant to implementation of Step 3 above, if the parties are unable to reach agreement as to an arbitrator, representatives of the Employer and the

Union shall jointly request from the Federal Mediation and Conciliation Service list of seven (7) arbitrators who are members of the National Academy of Arbitrators from Illinois or Indiana. Each party shall have the option of striking one panel in its entirety. The parties shall alternately strike one name each from the list until one name remains. The party striking first shall be determined by a coin toss. The person selected shall be notified of his/her selection by a joint letter from the parties requesting available times and dates for a hearing, subject to the availability of the parties and/or their representatives. All hearings shall be conducted in the City of Marshall, Illinois unless otherwise mutually agreed.

The parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. Absent mutual agreement, the arbitrator shall have the authority to frame the issue.

The arbitrator shall have the authority to subpoena witnesses and/or documents. Each party shall have the responsibility for compensating its own witnesses who are not employees of City of Marshall.

Questions of procedural arbitrability shall be decided by the arbitrator, who shall make a preliminary determination of such question. 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 case.

The arbitrator shall have no authority to modify, amend, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step

2. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, applicable laws, rules and regulations having the force and effect of law and court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

The expenses and fees of arbitration, pursuant to the provisions contained herein, shall be equally shared by the parties. Costs of arbitration shall include the arbitrator's fees, room cost (if any) transcription costs (if any) and transcript for the arbitrator (if any). Each party is responsible for the cost of obtaining a transcript of the proceeding (if any) for its own use.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1. Bulletin Boards. The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union.

Section 12.2. Safety Issues. Unsafe working conditions or equipment are to be promptly reported to the Police Chief by the employees. The Employer agrees to take reasonable steps to protect the safety and health of the employees in the performance of their duties. The employees will take reasonable steps to follow proper safety procedures and precautions and to properly use safety equipment supplied to them.

No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being both defective because of a disabling condition and hazardous in the situation in which it is to be used, until the disabling condition has been corrected.

Section 12.3. Training Issues. The Employer and the Union are committed to the philosophy that training is an important part of maintaining a professional law enforcement department. When the Employer determines that training should be made available, it shall be done in a fair and equitable basis, taking into account the needs of the City and the needs and interests of the individual employees.

Section 12.4. Labor Management Committee. The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between the parties on an as needed basis. Such meetings may be requested by either party, and shall be scheduled by mutual agreement to take place within a reasonable period of time giving consideration to the proposed agenda.

The requesting party shall provide a written proposed agenda at the time of the request; however, items not on the proposed agenda also may be discussed by mutual agreement. Such meetings shall be limited to:

- (a) Discussion of the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Discussion of potential grievances on a non-binding basis to attempt to adjust such complaints and to discuss procedures to avoid future similar complaints.
- (d) Items concerning safety issues.
- (e) Items concerning training issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois and the City of Marshall.

Section 12.5. Subcontracting. The Chief of Police may continue to perform bargaining unit work as he has in the past.

Section 12.6. Lateral Entry. The City shall have the right to hire an officer who has completed basic law enforcement training at the “after one year” non-probationary rate of pay and/or provide employees with vacation at up to the “after 6 year step” (i.e., third level).

Section 12.7. Physical Fitness Requirements. The City may require full-time sworn officers hired after October 24, 2000, to submit to the State of Illinois Physical Fitness Training Standards, but no officer shall be disciplined for failure to meet the minimum standards provided of the officer participates in the test and makes a good-faith effort to meet the standards.

Any officer who meets the minimum standards set forth above during a calendar year shall receive a lump sum payment of \$100 to be paid on or before December 31 of the calendar year during which all the standards are met.

Section 12.8. Domicile. No officer shall be eligible for any full-time police officer position of the City unless he is domiciled within the City or within the Marshall Area Public Library District within four (4) months of beginning employment. Any officer who fails to comply with the provisions of this Section shall be discharged from the City. To the extent that the City makes rides to work available to officers, such rides to work shall only be available to officers who reside within the City limits of the City.

Section 12.9. Part-Time Employees. The City may use part-time sworn employees as the Police Chief deems appropriate as allowed by law. The use of part-time employees shall not result in the layoff of full-time employees. Hours which the City has historically designated as overtime will be offered to full-time employees first.

Section 12.10. Training and Uniform Reimbursement. Upon hire, each bargaining unit employee shall execute the City's Training and Uniform Reimbursement Agreement.

ARTICLE XIII

SENIORITY, LAYOFF AND RECALL

Section 13.1. Definition. Seniority shall, for the purposes of this Agreement, be defined as an employee's length of uninterrupted service within the bargaining unit, beginning with the latest date of hire and shall include periods of layoff and periods of leaves of absence granted pursuant to the terms of this Agreement.

Section 13.2. Application of Seniority. With regard to layoff and recall, seniority shall prevail, with the least senior employee laid off first, and the most senior employee on layoff status recalled first.

Section 13.3. Termination of Seniority. Seniority shall be terminated when an employee:

- (a) resigns or retires;
- (b) is discharged for cause;
- (c) does not return to work from layoff within fourteen (14) calendar days after being notified to return, except when such failure to return to work is due to circumstances beyond the employee's control and the Employer was notified prior to the tolling of the fourteen (14) day period;
- (d) has been absent from work two (2) consecutive days without notifying the Employer, except when the failure to notify is due to circumstances beyond the employee's control;
- (e) uses a leave of absence for any purpose other than that for which it was granted;
- (f) is unable to work for a period in excess of one (1) year.

In cases of seniority loss, including when the employee is terminated or otherwise resigns their employment, the Employer shall issue written notification to the employee at their

last known residence of such loss and that employment is terminated, with a copy of such forwarded to the Union.

Section 13.4. Probationary Period. Employees newly hired, as well as employees re-hired within twelve (12) months of their loss of seniority with the City shall be considered probationary employees until they complete the required probationary period under this Agreement. Such probationary period may be extended by the City an additional six (6) months based upon reasonable cause. The Union shall be notified in writing as to the basis for such probationary period extension.

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

Section 13.5. Seniority List. The Employer shall annually post a seniority list noting date of hire, rank and/or title. Any objections to the seniority list by an employee shall be reported in writing to the Chief of Police within fifteen (15) days of the date of posting of the list, or the list shall be presumed to be accurate for term of its posting. The Union shall be provided a copy of the seniority list on the date of posting, which shall be no less than once a year or whenever there is an addition or deletion.

Section 13.6. Layoff. If it has been determined by the Employer that layoff(s) are appropriate, employees shall be laid off in the following order, provided such layoffs shall not take effect until/unless both the affected employee and the Union have been given written notice at least thirty (30) days in advance of the effective date:

- (a) Temporary employees; seasonal employees; provisional employees;
- (b) Probationary employees;
- (c) Tenured employees starting with the least senior employee.

Section 13.7. Recall. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Section 13.8. Recall Notice to Employees. Employees eligible for recall shall be given fourteen (14) calendar days' notice by written confirmation, mailed via certified mail, with a copy to the Union, to the last known address of the employee. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested to the mailing address provided by the employee. It shall be the sole responsibility of the employee to keep the employer informed of his/her current address while on lay off status.

Section 13.9. Effects of Layoff. During the period of time that non-probationary employees have recall rights, as specified above, the following provisions shall be applicable to any employees who are laid off by the City:

1. An employee shall be paid for any earned but unused vacation days.
2. If an employee is recalled, the amount of accumulated, noncompensated sick leave days that the employee had as of the effective date of the layoff shall be restored.
3. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.
4. An employee, during layoff, may elect to use his rights under COBRA for health insurance.

Section 13.10. Promotion to Chief of Police. Notwithstanding the sections above, the parties hereby agree that when an employee is promoted to the position of Chief of Police, his seniority shall be "frozen" at the time he leaves the bargaining unit. Should it become

necessary to leave the position of Chief of Police, other than for criminal reasons or misconduct, the employee may return to the bargaining unit in the same position of seniority as of the “frozen” date. Time served in the capacity of Chief of Police shall not count towards seniority.

ARTICLE XIV

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by a Court of Competent Jurisdiction 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 XV

UNIFORMS AND EQUIPMENT/DAMAGED APPAREL

The Employer shall continue to provide all required uniforms and equipment, as is the current practice, to each bargaining unit member upon his hire. After a bargaining unit member has completed his probation, he/she will receive six hundred and fifty dollars (\$650.00) to use in a voucher system funded by the City for the purchase of approved uniforms and authorized duty gear. All requests for uniform or duty gear will be made to the Chief of Police using a requisition from which has to be approved to finalize the request before the purchase. The uniform or duty gear will then be purchased using multiple vendors (Ray O'Hearon, Rural King, Wal-Mart) of the City's choosing and monies spent will be deducted from each Officer's voucher account. The voucher system will be funded by the City every May 1st of this Agreement. The City will also replace uniform and equipment damaged in the course of duty or worn out through normal use, upon request and proper evidence of same by an employee. Such replacement shall occur without unnecessary delay. Should the personal property of an officer be lost or damaged during the performance of his duties, the City shall replace, in kind, said item upon written notification citing the date, time, circumstances of the incident leading to the property's damage or loss. Officers shall be required to furnish the City with a current list of their personal property worn/used during the performance of their duties, and receive advance approval from the Chief to wear/utilize it. The City agrees to provide each officer with a new body armor vest and vest carrier and replace it in accordance with the manufacturer's recommendation. The officer may upgrade the body armor vest provided by the City if the officer pays the additional cost. The City shall continue to provide the cost of uniform cleaning reimbursement. The Chief or his designee shall respond to any requests identified above within ten (10) business days of the request. Any such request shall not be unreasonably denied.

ARTICLE XVI

SICK LEAVE

Section 16.1. Employees shall accumulate sick leave at the rate of one (1) day per completed month of employment, up to a maximum of one hundred sixty (160) days. Provided, however, any sick days over one hundred sixty (160) sick days shall be available only for Illinois Municipal Retirement Fund (IMRF) service credit, to the extent allowed by IMRF, and shall not be available for an employee's use.

Sick leave may be taken when an employee or his/her immediate family is ill. An employee calling in sick is expected to give as much advance notice as is practicable.

Sick leave shall not be paid for the first day of illness or injury of each sick leave occurrence beginning with the fifth sick leave occurrence in any calendar year.

Any sick leave occurrence of three (3) hours or less, for which the employee provides a doctor's note, will not count towards a sick leave occurrence.

Section 16.2. Upon retirement or death, after ten (10) or more years of service, an employee (or his beneficiary) shall receive payment for fifty percent of all accumulated sick leave, up to a maximum of eighty (80) days, based upon his/her regular hourly rate of pay on the last day of employment. An officer who is terminated from the department as the result of disciplinary action shall forfeit this "buyback" provision.

Section 16.3. The City may require an officer to provide a doctor's statement to verify officer or family illness or injury; a doctor's release before allowing an officer to return to work; and the officer or family member to see the City's doctor (at the City's expense) for such purposes. The medical documentation must be satisfactory to the City.

Neither the City nor the Union condones the abuse of sick leave. As a result, abuse of sick leave, developing a pattern of sick leave usage, failure to provide a

physician's statement and/or frequent or excessive sick leave may subject an employee to progressive discipline.

Section 16.4. Family Medical Leave Act. Employees shall receive Family Medical Leave in accordance with City policy.

Section 16.5. An officer who uses no more than two (2) sick days shall receive one (1) additional personal day the following year. Said personal day is to be used in accordance with the provisions of Article 19, Personal Days.

ARTICLE XVII

VACATION LEAVE

Section 17.1. Officers shall earn yearly paid vacation based upon the following schedule:

Years of Continuous Employment With City	Working Hours of Vacation
zero to 6 months no vacation	No vacation
after 6 months	40 hrs.
after 2 years	80 hrs.
after 6 years	120 hrs.
after 12 years	160 hrs.
after 20 years	200 hrs.

Vacation pay is based upon an officer's base rate at the time the vacation is taken.

Section 17.2. Vacation leave shall be granted by posting a sign-up list on December 1 of each year prior to the year the vacation is being requested off. Vacation requests must be submitted by December 15. On January 1 of each year and within two (2) weeks after any schedule change or increase or decrease in manpower, a vacation list shall be posted indicating the requested time off. In no event shall an officer be allowed to take more than ten (10) working days at one time. Seniority shall be the determining factor during these posting periods.

Vacation leave shall be requested on the advance list in blocks of not less than one week (either five (5) or six (6) work days). No more than one officer (patrol schedule only) may be allowed to take vacation leave at any given time, unless prior approval is granted by the Chief of Police. Beginning December 16 of any year, requests for vacation leave of less than five (5) days at other times during the year shall be granted on a first come, first served basis. Provided, however, this does not preclude the Chief from blocking out days when no vacation may be used.

Requests for vacation leave which are not granted and cannot be rescheduled because of manpower scheduling conflicts may be carried over into the next year, or paid at the employee's straight time hourly rate of pay, at the City's discretion. Employees requesting that their vacation time be carried over shall notify the Chief in writing by December 1. Any vacation carried over must be used during the first three (3) months of the following year.

Vacation may not be taken in less than five (5) hour increments.

Any unused vacation time up to 80 hours may be paid out at the employee's discretion. Employees must make the unused vacation payout request between November 1st and November 16th. The paid out vacation time will be reflected on the December 1st payroll check.

ARTICLE XVIII

PERSONAL LEAVE

Each non-probationary officer shall receive three (3) personal leave days on January 1 of each calendar year. A probationary officer shall receive a pro-rational number of days depending upon the date the employee begins employment as follows:

Start Date	Number of Personal Days
January 1 – April 30	20 Hours
May 1 – August 30	10 Hours
September 1 – December 31	0 Hours

Employees must give the employer at least twenty-four (24) hours advance notice, except in a verified emergency, of their desire to use an available personal day. Personal days may only be used in five (5) hour increments. The employer shall attempt to honor an employee's desire but any request is subject to the advance approval of the Chief of Police. Requests for personal leave shall not be unreasonably denied. If an officer leaves employment during the calendar year, he shall reimburse the City for any personal time used over and above the above days during the applicable timeframe set forth above. Personal days not used within the calendar year shall be forfeited.

ARTICLE XIX

FUNERAL LEAVE

Section 19.1. Funeral Leave shall be granted to a maximum of three (3) work days per occurrence in the event of the death of a member of an employee's immediate family. Funeral Leave of one (1) day maximum shall be granted in the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

The funeral leave is provided for handling necessary arrangements and/or attending a funeral.

Section 19.2. For the purpose of this Agreement, an officer's immediate family is defined as: parent, step-parent, spouse, child, step-child, grandchild, brother, sister, mother-in-law, father-in-law and grandparent and grandparent-in-law.

Section 19.3. Officers shall notify the Chief of Police or his designee prior to taking funeral leave. The City may require verification of the death of an immediate family member upon an officer's return to work.

Section 19.4. Employees attending a funeral that is more than 500 miles away may, at the request of the employee, use a day of vacation or personal time for travel.

ARTICLE XX

HOLIDAYS

Section 20.1. For the purpose of definition, Holidays under this Agreement shall be observed as the actual day of the Holiday. The following days are recognized as Holidays in this Agreement:

New Year's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day

Section 20.2. Officers who are required to work on a holiday shall receive, in addition to their regular straight time hourly rate of pay, ten (10) hours of holiday bonus pay. Holiday bonus pay shall equal one and one half times an officer's regular straight time hourly rate of pay.

Section 20.3. Should a holiday occur on an officer's regular day off, he shall receive eight (8) hours of Holiday pay which shall equal his straight time hourly rate of pay. Holidays which occur while an officer is on any other paid leave shall be considered as a Holiday and the officer shall not be charged for any other leave.

Section 20.4. Depending upon the minimum staffing necessary to man a shift, requests for taking holiday off in lieu of holiday bonus pay will be considered. In the event that officer is allowed to take a holiday off, he shall receive no other compensation.

ARTICLE XXI

INSURANCE

Section 21.1. Coverage. The Employer shall make available to employees and their dependents relatively similar health insurance as existed prior to the term of this Agreement. The Employer reserves the right to change insurance carriers, to self-insure, to offer insurance through a health insurance exchange or to participate in a health maintenance organization as it deem appropriate, as long as the new coverage and economic benefits are relatively similar to those which pre-dated this Agreement.

Section 21.2. Cost. Effective May 1, 2020 and for the duration of the agreement, the employee shall pay 15% of the cost of the premium for the City's health insurance plan (\$1,000.00 max out of pocket per person and \$3,000.00 max out of pocket for a family plan). The Employer shall pay the remaining share of the cost of the premium of the current plan..

Section 21.3. Cost Containment. The Employer 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 situation, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 21.4. Life Insurance. The Employer shall provide life insurance for the employee in the amount of \$25,000.

Section 21.5. Early Retirement Health Insurance Benefit. Effective May 1, 2003, any active full time or part-time employee who is at least fifty-five (55) years of age is eligible to qualify for an early retirement health insurance benefit according to the following terms and conditions:

Employees must be enrolled in one of the City's insurance plans at the time of retirement and employees that have become part-time would be eligible provided they meet all other requirements.

The early retirement health insurance benefit would cover employee only premium costs. The benefit would be based on two-thirds (2/3) payment after twenty (20) years and full payment after thirty (30) years of service. The amount of benefit would cover only the costs of an average plan if more than one plan pricing were available.

The coverage would end two (2) months after the employee's date of medicare eligibility, except in cases where COBRA eligibility is afforded. The City will not provide early retirement health insurance benefits to employees once the employee is eligible to qualify for medicare.

The early retirement health insurance benefit would be convertible to a Medigap type policy at up to one-third (1/3) of the pre-medicare cost level in the event such policy is available through the City's then current insurers.

Effective May 1, 2016, the City will no longer pay for retirement insurance benefits for employees hired after this date.

Section 21.6. City Insurance Benefit/Cost Reciprocity. In recognition of the desirability of maintaining a uniform policy City-wide with respect to insurance benefits and costs and notwithstanding the foregoing provisions of Section 1, the parties agree that if the City makes any changes or modifications with respect to any insurance benefits and costs that are applicable to other City employees generally, then such changes or modifications in benefits and costs shall likewise be applicable to the employees covered by this

Agreement on the same terms and on the same date that they are applicable to other City employees generally.

ARTICLE XXII **WAGES**

Section 22.1. Base pay.

Year	5/01/20 – 04/30/21	5/01/21- 4/30/22	5/01/22 4/30/23	5/01/23- 4/30/24
1.	\$24.91	\$25.59	\$26.30	\$27.02
2.	\$24.93	\$25.62	\$26.33	\$27.05
3.	\$24.96	\$25.65	\$26.36	\$27.08
4.	\$25.00	\$25.69	\$26.40	\$27.11
5.	\$25.04	\$25.72	\$26.43	\$27.15
6.	\$25.09	\$25.78	\$26.49	\$27.22
7.	\$25.12	\$25.86	\$26.55	\$27.29
8.	\$25.18	\$25.92	\$26.61	\$27.35
9.	\$25.22	\$25.97	\$26.67	\$27.40
10.	\$25.34	\$26.02	\$26.73	\$27.45
11.	\$25.38	\$26.12	\$26.81	\$27.52
12.	\$25.44	\$26.23	\$26.90	\$27.60
13.	\$25.55	\$26.30	\$27.00	\$27.72
14.	\$25.62	\$26.36	\$27.10	\$27.80
15.	\$25.79	\$26.47	\$27.18	\$27.90
16.	\$25.85	\$26.62	\$27.29	\$28.05
17.	\$25.90	\$26.77	\$27.48	\$28.18
18.	\$26.00	\$26.92	\$27.60	\$28.29
19.	\$26.15	\$27.00	\$27.70	\$28.40
20.	\$26.39	\$27.07	\$27.78	\$28.50
21.	\$26.50	\$27.25	\$27.95	\$28.65
22.	\$26.60	\$27.45	\$28.18	\$28.80
23.	\$26.75	\$27.63	\$28.30	\$28.92
24.	\$26.90	\$27.75	\$28.42	\$29.05
25.	\$27.14	\$27.82	\$28.53	\$29.25

Section 22.2. Shift Differential. In addition to the above listed salary, officers shall receive a shift differential of .75 per hour added to their base pay for all hours worked on the 2nd, 3rd, and 4th shifts.

Section 22.3. Upgrade Pay. An officer assigned by the Chief or his designee to perform the duties of the Chief, including carrying a pager on his person, for one (1) week or more shall be compensated at the rate of eight (8) hours pay at the employee's regular straight time hourly rate for every week (7 days) of said assignment, including regular days off. An officer assigned by the Chief or his designee to perform the duties of the Chief for a pro-rational period of time of not less than one (1) day shall receive pro-rational compensation of 1.25 hours of pay for each day so assigned.

ARTICLE XXIII

HOURS OF WORK OVERTIME

Section 23.1. Work Day. A normal work day shall generally consist of ten (10) consecutive hours of work within a twenty four (24) hour period with a fourteen (14) hour period between such regularly scheduled ten (10) hour work shifts. Such work day shall be interrupted by and include a thirty (30) minute meal period. Such meal period shall be taken within the City limits of the City of Marshall. In the event that a meal period is interrupted due to circumstances beyond the control of an officer, it shall be rescheduled later in the shift, if possible. This fourteen (14) hour period between regularly scheduled work shifts shall not apply to call out, overtime or emergency situations. The Investigative Officer position will remain at 8 (eight) hours shifts (5) five days a week, Monday through Friday.

Section 23.2. Work Week. The normal regular work week shall consist of five (5) work days during each consecutive seven (7) calendar day period. The days of work set forth above represent a normal work week, and do not reflect nor take into account additional days which may be worked because of a holdover, call-back, court time, any other type of overtime, or other authorized exchanges of duty shifts.

Section 23.3. Shifts. If the City decides to add a new or additional shift(s) from the current shift schedule, the City shall provide notice to the Union and upon request, discuss it/them prior to implementing it/them. Any shift change will not be arbitrarily made.

Section 23.4. Overtime. Overtime shall be paid for all hours worked in excess of ten (10) hours per day or forty (40) hours per week. Overtime pay is defined as one and one-half times an employee's regular straight-time hourly rate of pay.

- (a) Court Time: Officers required to testify or prepare for court or other lawfully impaneled body for a matter related to the performance of official duties during hours other than the regular scheduled shift, shall receive overtime compensation for a minimum of two hours or the actual time worked, whichever is greater, for hours not contiguous to the employee's shift.
- (b) Callback: A callback is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled duty shift. Callbacks shall be compensated at the appropriate overtime rate for all hours worked, with a minimum of three (3) hours.
- (c) Training: When an employee is required to attend any training session meeting or other similar function related to the duties and operations of the police department outside their normal hours of work, such employee shall be paid overtime for all hours worked with a minimum of two (2) hours.
- (d) Stand-by: When an officer is required to stand-by and be prepared to respond to work immediately by: keeping the Employer advised as to their location, or providing a telephone number at which they can be reached, or by being required to carry a pager or cell phone on their person, then that officer shall receive a minimum of two hours of overtime for each consecutive ten (10) hours (or portion thereof) that they are required to stand by. Any officer so directed to standby must remain physically and mentally alert. Failure to respond while on standby may result in disciplinary action against an officer. An officer who has previously received approval to use approved time off shall be excluded from any standby requirement, absent an emergency as determined by the Chief.

- (e) Overtime Assignment: There shall be posted and kept current a rotating overtime assignment list by which any officer interested may elect to sign up for overtime assignments. When it becomes necessary to call-back an officer to work overtime, the first name on the list (in descending order of seniority) shall be called. In the event that an employee declines, the overtime offered, or is otherwise unavailable, his name shall go to the bottom of the list and next name on the list shall be called, repeating this procedure until the necessary manpower is achieved. In the event that an officer accepts the overtime offered, his name shall also go to the bottom of the list. Should an officer not be home, or only an answering machine reached, his name shall not be placed at the bottom of the list. Should the entire list be called and no employee is found to voluntarily work such overtime assignment, then the Chief of Police or his designee may then order the least senior nonprobationary officer not scheduled to work to report for the designation overtime assignment. Provided, however, once the least senior nonprobationary officer has worked more than 20 hours of overtime in a pay period, the Chief shall force the next least senior officer not scheduled to work to work the overtime in ascending order.
- (f) No Pyramiding: Compensation shall not be paid more than once for the same hours actually worked under any provision of this Article or Agreement.

Section 23.5. Duty Shift Exchanges. Any employee covered by the terms of this Agreements shall have the opportunity to change his regularly scheduled duty shift by switching such shift with another employee. Said change shall be made with the mutual consent of both employees affected and shall not interfere with the working schedule of the Department or impede the operational needs of the Department. Furthermore, any such change shall

be subject to the approval of the Chief of Police or his designee, which shall not be unreasonable denied. No shift changes shall result in overtime compensation for any officer.

Section 23.6. Compensatory Time. Officers shall have the option of accumulating compensatory time in lieu of cash payment for overtime and holidays worked. Compensatory time may be accumulated up to a maximum of thirty (30) hours. All compensatory time must be scheduled and used in the contract year in which it is earned. Use of compensatory time is subject to the approval of the Police Chief. Compensatory time may be canceled in an emergency or due to operational need.

ARTICLE XXIV

EMPLOYEE TESTING

Section 24.1. Statement of Policy. The City of Marshall has a vital interest in: maintaining safe, healthful and efficient working conditions for its' employees; the protection of City property, equipment and operations; and for the safety of the public. Being under the influence of drugs and alcohol may pose serious safety and health risks not only to the user, but to all those who work with the user, and to the public. The possession, use, or sale of an illegal drug at the work place is strictly prohibited.

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

Section 24.2. Illegal Drugs or Controlled Substances. The use, manufacture, distribution, and/or possession of any illegal drug or controlled substance (unless authorized by the City) is prohibited. Officers are prohibited from reporting to work or to perform work while under the influence of illegal drugs or controlled substances. Any employee found to have engaged in such actions may be disciplined, up to and including termination. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking may also result in discipline, up to and including termination.

Section 24.3. Substance Abuse Testing.

- (a) Pre-employment Testing: All applicants for hire as police officers will be requested to submit to a pre-employment drug test. The candidate's application will be rejected if testing shows a confirmed positive result of illegal drugs.
- (b) Annual Testing: All officers will be required to submit to an annual drug test, once each calendar year. Such test shall be administered during an officer's duty hours, unless such scheduling is impractical. In this case, an officer will be compensated at the overtime rate, in accordance with the overtime section of the Overtime Article contained within this Agreement. This annual test will be given at such date/time as the City may direct. All testing shall take place within the City of Marshall, Illinois. In the event that an employee tests positive for illegal drugs (confirmed), he will be referred to the City's Medical Review Officer, and will be subject to disciplinary action, up to, and including termination. Drug testing is currently limited to marijuana, cocaine, opiates, amphetamines and PCP.
- (c) Reasonable Cause Testing: An officer may be required to submit to drug testing based upon reasonable cause when:
 - (1) The Chief of Police has reasonable suspicion to believe that an officer is under the influence of illegal drugs or a controlled substance. The suspicion must be based upon articulable specific, contemporaneous physical, behavioral or performance indicator of probable drug use (e.g. repeated errors on the job, unsatisfactory time and attendance problems, all of which must be coupled with a specific, contemporaneous event that indicates probable drug use.)
 - (2) Within seventy-two (72) hours of time an employee is ordered to submit to reasonable cause testing authorized by this Agreement, the Chief of Police shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the ICOPS or a private attorney at the time the order is given, provided, however, that in no circumstances may implementation of the order be delayed longer than

forty five (45) minutes. No questioning of the employee shall be conducted without first affording the employee the right to ICOPS representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, up to and including termination, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

- (d) 49 CFR Part 199 requires operators to drug test employees whose performance either contributed to an accident or cannot be completely discounted as a contributing factor to the accident. The employee will be tested as soon as possible, but not later than 32 hours after the accident. The Employee will be sent to the City's MRO where a medical evaluation will be completed and an urine sample and blood specimen will be completed to check for the presence of drugs.

An "accident" on a gas pipeline or LNG facility is defined as follows:

- (1) An event that involves a release of gas from a pipeline or of liquefied natural gas or gas from an LNG facility and;
 - (A) A death, or personal injury necessitating inpatient hospitalization;
 - (B) Estimated property damage, including cost of gas lost, of the operator or others, or both of \$50,000.00 or more.
 - (2) An event that results in an emergency shutdown of an LNG facility.
 - (3) An event that is significant, in the judgment of the operator, even though it did not meet the criteria above.
- (e) Random Testing. An officer may be required to submit to drug testing as part of a random testing program.
 - (f) Return to Duty Testing: If/when an officer returns to work after failing a drug test under the terms of this Agreement, it is mandatory that the individual first pass a drug test and subsequently submit to a program of random testing during his/her regular duty hours for a period of eighteen (18) months. Whether testing is

conducted on a daily, weekly, monthly or longer basis is left to the discretion of the City's Medical Review Officer

- (g) Failure or Refusal to Submit to a Drug Test: If an officer or applicant fails or refuses to submit to a required drug test, the City will not hire, promote, transfer, assign, reassign, or continue to utilize that individual in any capacity and may at the sole discretion of the City:
- (1) terminate the officer, or refuse to hire the applicant; or
 - (2) remove the officer from duty or refuse to hire the applicant until recommended for return to duty or hire by the Medical Review Officer.
 - (3) continue to employ the officer or hire the applicant in a non-covered position.

Section 24.4. Chain of Custody.

- (a) The City agrees to establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of this chain of custody. This includes, but is not limited to tracking its handling and storage from the point of collection to the final disposition of the specimen.
- (b) A sufficient sample of the same bodily fluid or material from an employee will be collected to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- (c) The clinical laboratory or hospital facility which performs the initial screen and confirmatory test (if required) shall be licensed pursuant to the Department of Health and Human Services (DHHS) and is certified by the National Institute of Drug Abuse (NIDA).

Section 24.5. Confirmatory Test. A second analytical procedure will be performed to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to insure reliability and accuracy. Gas chromatography/mass spectrometry (GCMS) or a more reliable scientific equivalent shall be used for the confirmatory test.

Section 24.6. Collection Site. The collection site for obtaining specimens shall be in Marshall, Illinois and shall provide for the privacy of the individual. There shall be no other person present in the room in which an individual provides a specimen. All collection procedures shall follow accepted legal and ethical guidelines, as set forth in 49CFR Part 40.

Section 24.7. Medical Review Officer.

- (a) The City's Medical Review Officer ("MRO") shall be a licensed physician who is experienced and knowledgeable in substance abuse disorders, including the medical effects of prescription drugs and the pharmacology and toxicology of illicit drugs. The City's Medical Review Officer will be responsible for all interpretation(s) of test results and individual evaluations.
- (b) The Medical Review Officer must review confirmed positive test results and determine whether any legitimate alternative medical explanation could account for the positive result before a test is considered a "true positive".
- (c) In the event that an individual tests positive, only after the initial screen and confirmatory test show a positive result, the Medical Review Officer will contact, by the most expedient means available, the employee affected to advise him/her of the positive result.

- (d) The Medical Review officer will provide the individual an opportunity for an interview, in person or via telephone, at the discretion of the employee, to discuss with the MRO the possible reasons for the positive test.
- (e) If a grievance is filed challenging the test results, the MRO will review the records and contact the individual's physician(s), lab analysts, laboratory director and any expert consultants as the MRO determines necessary.
- (f) If the records from the collection site and/or laboratory raise doubts about the handling of the sample, the MRO may decide whether the urinary evidence is insufficient and no further action would be taken. In this case, the MRO will declare the test to be negative and submit an explanation as to possible reasons for the error. Should there be no finding by the MRO of error for a positive test result, after verification of the procedures used, the MRO will declare the test a verified positive and notify the City's representative and the affected officer.

Section 24.8. Rehabilitation. In order for an officer who is required to submit a negative urine sample to be returned to duty or re-hired, the MRO will review the City's rehabilitation program and certify in writing that the affected officer is approved for return to duty. In accordance with the Return to Duty Testing provision contained herein, the MRO will establish a schedule for unannounced drug testing for the affected employee and will coordinate with the City's representative for notification of the individual when testing is to be accomplished.

Section 24.9. Right to Contest. The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests (annual required test notwithstanding), the right to test, the administration of the tests, the significance and

accuracy of the test, the consequences of the testing or results or any other alleged violation of the Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend to or have in any manner restricted, diminished or otherwise impaired any constitutional rights that employees may have with regard to such testing. Employees retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union.

Section 24.10. Release of Test Results & Record Keeping.

- (a) Individual privacy and confidentiality will be carefully maintained at all times. With the exception of the testing laboratory, MRO and the City Attorney, the results of individual drug tests will not be released to anyone without the express written authorization of the tested individual, except upon request of a lawful State or Federal agency as part of an accident investigation, or to the City upon the filing by the affected officer of a grievance concerning such testing. The City Attorney will clearly indicate to each individual, prior to testing, who will receive data.
- (b) To maintain confidentiality, written records will be stored in locked containers or in a secured location, accessible only by the City Attorney. The City will not release the employee's drug test records to a subsequent employer, unless an employee gives their written consent.
- (c) Records will be maintained by the City Attorney for the minimum time specified in 49CFR Part 199.23. Records that show a positive drug test will contain documentation by the MRO that supports the MRO's determination of confirmed

test results, and records showing the MRO's determination demonstrating rehabilitation.

Section 24.11. Employee Assistance Program. The City will provide for employee education and training in accordance with its Employee Assistance Program and the following provisions:

- (a) All employees will receive annual training on the following subjects and receipt of this training will be documented by the City Attorney.
 - (1) Effects and consequences of drug abuse on personal health and safety and the work place;
 - (2) Manifestations and behavioral cues of drug abuse;
 - (3) Regulations and contractual agreement(s) mandating testing and training.
 - (4) The City's commitment to a drug free work place:
 - i. Policy
 - ii. Penalties
 - iii. EAP (to include notification to each employee of an area drug help hot line phone number)
 - iv. Training and education
 - (5) The provisions of the Employee Testing Article of this Agreement; and
 - (6) Employee rights of privacy and disclosure of testing results.
- (b) The training will be of a formal classroom nature, and will be supplemented throughout the year with information posters and flyers, on the hazards and effects of drug abuse. In addition to the above annual training, supervisory personnel will receive an additional one hour of training, including the following:
 - (1) The physical, behavioral and performance indicators of probable drug abuse,
 - (2) The profile of an at-risk employee;

- (3) The impact of drugs in the work place and in society;
- (4) Methods for communicating the City's Anti-Drug Plan;
- (5) Methods for confronting suspected drug abusers that lead to drug testing and appropriate corrective action; and
- (6) Confidentiality and how it applies to this provision of this Agreement.

Section 24.12. Alcohol Testing. Where the Chief of Police has reasonable suspicion to believe that an employee is under the influence of alcohol during the course of the work day, the Chief of Police shall have the right to require the employee to submit to alcohol testing as set forth in this Agreement.

- (a) Order to Submit to Testing. At the time an employee is ordered to submit to alcohol testing authorized by this Agreement, the Chief of Police shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the ICOPS or a private attorney at the time the order is given; provided, however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the employee shall be conducted without first affording the employee the right to ICOPS representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

- (b) Tests to be Conducted.

- (1) With regard to alcohol testing, for the purpose of determining whether or not the employee 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. This shall not preclude the City from attempting to show that lesser test results, i.e.

below .02, demonstrate that the employee is under the influence of alcohol, but the City shall bear the burden of proof in such cases;

- (2) Testing for the presence of alcohol shall be conducted by urinalysis and blood specimen, at an accredited laboratory or hospital licensed pursuant to the Illinois Clinical Laboratory Act according to the provisions previously listed herein. There shall be no breathalyzer or intoxilyzer test(s) conducted to determine the presence of alcohol.

- (c) General Provisions. All other provisions of this Article as detailed herein,

including, but not limited to the following, shall also apply:

- (1) Right to Contest
- (2) Chain of Custody
- (3) EAP-Rehabilitation (Referenced herein as Appendix "C" and made a part of this Agreement)

Section 24.13. Implementation. The provisions of this Article shall be effective upon this Agreement's ratification by both parties.

ARTICLE XXV

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to determine what work will be performed and by which employees; to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work within the police department, including the right to contract services; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employee; to discipline, demote, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing services, methods, equipment or facilities; to use part-time employees in accordance with Section 12.9 and to carry out the mission of the City; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE XXVI

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes and cancels 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. If a past practice is not addressed in the Agreement, it may be changed by the City as provided in the Management Rights Clause, Article 25.

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 matter not removed by law from the area of collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and 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 by this Agreement or any subject over which the parties have bargained. Should the Union desire to bargain over the impact of any change, the Union must request such impact bargaining within fifteen (15) calendar days of being notified of such change. The failure to request bargaining shall be deemed a waiver of impact bargaining. The parties agree that the City may temporarily implement changes pending the outcome of any impact bargaining properly requested by the Union.

ARTICLE XXVII

DURATION

Section 27.1. Term of Agreement. This Agreement and its provisions shall be effective upon signing, and shall continue in full force and effect until April 30, 2024, or until a successor agreement is executed between the parties, whichever is later.

Section 27.2. Notice of Demand to Bargain.

- (a) In the event that either party has the right and desire to bargain, pursuant to Sec. 6 and Sec. 7 of the Illinois Public Labor Relations Act, during the term of this Agreement, it shall deliver to the other a Notice of Demand to Bargain.
- (b) Successor Agreement: Negotiations for a successor agreement shall commence upon service of a Notice of Demand to Bargain by either party, with such notice to be served not more than 120 days or less than 60 days prior to April 30, 2024.
- (c) Negotiations: All negotiations between the parties under (a) or (b) above shall commence not later than twenty one (21) calendar days after receipt of the Notice of Demand to Bargain, unless otherwise mutually agreed.
- (d) The parties agree to use the impasse procedures of Sec. 1614 of the Illinois Public Labor Relations Act, as it applies to this Agreement, to resolve any impasse that may arise in any bargaining for a successor agreement.

Section 27.3. Parties' Representatives. All notices shall be served personally, by telefax, or by certified mail on the parties' following representatives:

For The Employer

Mayor of the City of Marshall
201 S. Michigan Ave.
Marshall, Illinois 62441

For The Union

Illinois Council of Police
770 North Church Road, Suite H
Elmhurst, Illinois 60126


SIGNATURES

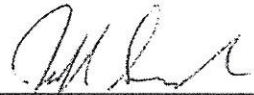
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
executed this 30 day of April, 2020.

City of Marshall,
An Illinois Municipal Corporation

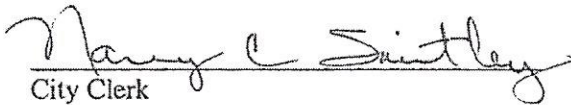

Mayor — John Trefz

Illinois Council of Police


Richard Bruno, President


Jeff Sanders, Chapter Representative

(SEAL)


City Clerk

For The Employer

Mayor of the City of Marshall
201 S. Michigan Ave.
Marshall, Illinois 62441

For The Union

Illinois Council of Police
770 North Church Road, Suite H
Elmhurst, Illinois 60126

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
executed this _____ day of _____, 2020.

City of Marshall,
An Illinois Municipal Corporation

Mayor — John Trefz

Illinois Council of Police



Richard Bruno, President

Jeff Sanders, Chapter Representative

(SEAL)

City Clerk

APPENDIX "A"

I.C.O.P.S. APPLICATION FOR MEMBERSHIP AND DUES DEDUCTION AUTHORIZATION

I hereby voluntarily apply for membership in **Illinois Council of Police** and authorize said Union to represent me as my exclusive collective bargaining representative to negotiate on my behalf all terms and conditions of employment, either into agreements on my behalf and to otherwise represent me in any and all claims and matters arising out of my employment. I hereby agree to be bound by the Constitution and By-Laws of the **Illinois Council of Police** and by any collective bargaining agreements negotiated by the Union with my Employer.

I authorize and direct my Employer _____
to deduct from my wages each pay period as provided by the Agreement between the Union and said Employer the monthly dues which may be charged by the Union in order to maintain my membership in good standing.

Unless this authorization is revoked by me by notice to my Employer as permitted under law, the authorization shall continue in force and effect until expiration of the collective bargaining agreement and thereafter or under successive collective bargaining agreements.

Print Name: _____ Job Title _____

Signature _____ Date _____

Address _____
Street City State Zip

Telephone _____ Cell _____

White-Union copy

Yellow-Payroll copy

Pink-Member copy

APPENDIX "B"
GRIEVANCE FORM

ILLINOIS COUNCIL OF POLICE

24-Hour Toll-Free Phone: 1(800) 832-7501
Business Hours Office Phone: (630) 832-6772
Fax: (630) 832-6978
E-mail: icops@sbcglobal.net

GRIEVANCE REPORT

(USE ADDITIONAL SHEETS IF NECESSARY)

Grievance *

Department:

Date Filed:

Grievant's Name:

STEP ONE/TWO/THREE/FOUR

Date of Incident or Date knew of Facts giving rise to Grievance:

Violated Article(s) and Section(s) of Contract:

Briefly state the facts:

Remedy Sought:

Given to:

Date/Time:

Grievants Signature

ICOP's Signature

Employer Representative Signature

Position

Person To Whom Response Given

Date

Matter Resolved:

APPENDIX “C”

CITY OF MARSHALL REHABILITATION PROGRAM & RETURN TO WORK AGREEMENT

The following is a list of guidelines and provisions for rehabilitation:

- A. Any employee who feels that he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance.
- B. Requests for assistance will be treated as confidential. Only those persons with a “need to know” will be made aware of such requests.
- C. No disciplinary action will be issued against any employee who comes forward with their problem prior to the City learning of a violation of this policy. Any employee who voluntarily seeks assistance will be subject to the sick leave and personal leave provisions of this Labor Agreement – up to a maximum period of thirty (30) days.
- D. Any employee who tests positive for illegal drugs or alcohol under the testing provisions of the Employee Testing Article of this Agreement will be suspended for thirty (30) days without pay and without sick leave benefits. Employees will NOT be eligible to return to work until they have participated in a rehabilitation program.
- E. Rehabilitation itself is the responsibility of the employee. However, any employee seeking medical attention for alcoholism or drug addiction should examine the benefits available under the group medical insurance plan of the City to determine the extent of insurance coverage.
- F. If an employee enters into a rehabilitation program on their own, or is referred from the Medical Review Officer based upon their medical evaluation, and/or a positive blood or urinalysis under the terms of this Agreement, eligibility for re-employment is dependent upon successful completion of the rehabilitation program, evidenced by the employee providing certification that the employee was continuously enrolled in the treatment program, actively participated in that program, and was properly discharged there from.
- G. Participation in any recommended follow-up treatment and/or counseling is the responsibility of the employee. NO EMPLOYEE WILL BE ELIGIBLE FOR REHABILITATION MORE THAN ONE TIME. The recurrence of an alcohol or drug problem will be cause for immediate dismissal. Employees that undergo voluntary counseling or treatment, and continue to work, must meet all established standards of conduct and job performance.
- H. All eligible employees returning to employment from rehabilitation will be required to sign a “Return to work” agreement, providing:
 - 1. For unannounced testing during their scheduled hours of work for a period of eighteen (18) months to insure that the employee is free from an alcohol or drug problem.
 - 2. Failure to comply and/or refusal to submit to such tests during this period shall be grounds for immediate dismissal.
 - 3. An employee must maintain an acceptable attendance and performance record, and comply with all other City policies that are not in conflict with this Agreement upon returning to work.

APPENDIX D

POST REHABILITATION/TREATMENT COUNSELING RETURN TO WORK AGREEMENT

In consideration for the City granting the request for continued employment, the following conditions shall prevail:

1. The employee shall submit to the City proof of his or her enrollment in a substance abuse follow-up treatment, counseling, or rehabilitation program. Proof of an employee's attendance at all required sessions must be submitted to the City on a weekly basis. Attendance will be closely monitored.
2. For a period of eighteen (18) month the employee agrees to voluntarily submit to testing for illegal drugs or alcohol on the random basis during his/her scheduled hours of work, as requested by the City. The employee's failure of such a test during this period or the employee's refusal to submit to such testing shall be grounds for immediate termination.
3. The employee must maintain an acceptable attendance and performance record and comply with all other City policies that are not in conflict with this Agreement upon return to work. For a period of one year any absence due to illness by the employee will require doctor's certificate detailing the reason for such absence. If such absence(s) is the result of illegal drug or alcohol use, the employee will be terminated.
4. The costs of rehabilitation not covered by the group medical insurance plan of the City shall be borne by the employee.
5. Failure of the employee to comply with the above conditions will result in the employee's immediate termination.

I voluntarily agree to all of the above conditions and I sign the Agreement of my own free will, without duress.

Employee Name (print)

Employee Signature

Date

City Representative

Date