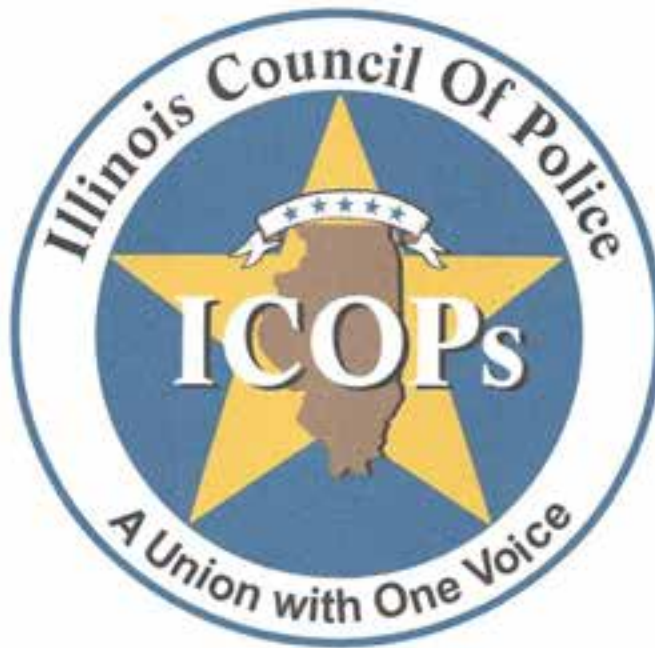


AGREEMENT



Between

Illinois Council of Police

and

Town of Cicero, Illinois

Covering

Cicero Part-Time Police Officers

September 1, 2017 through December 31, 2025

AGREEMENT

Between

Illinois Council of Police

and

Town of Cicero

**Covering Town of Cicero
Part-Time Police Officers**

September 1, 2017 through December 31, 2025

Index

Introduction.....	2
Preamble.....	2
Definitions.....	2
Article I - Recognition.....	2
Article II - Town Rights.....	3
Article III - No Strikes, No Lockouts.....	4
Article IV – Union –Town Relations.....	4
4.1 Bulletin Board.....	4
4.2 No Discrimination.....	4
4.3 New Employees.....	5
4.4 Dues Check Off	5
4.5 Union Representatives and Visitation.....	5
Article V- Disciplinary Investigation Procedures	6
5.1 Police Officer's Bill of Rights.....	6
5.2 Definitions.....	6
5.3 No Media Exposure.....	7
5.4 Officers Rights Concerning Disciplinary Interrogation.....	7
Article VI - Grievance Procedure.....	8
6.1 Purpose and Filing Deadlines.....	8
6.2 Definitions.....	8
6.3 Procedures.....	9
6.4 Waiver and Settlement of Grievances.....	11
6.5 Appeal of Disciplinary Disputes.....	11
Article VII - Discipline and Dismissal.....	11
7.1 Employee Security.....	11
7.2 Police Notices.....	12
7.3 Performance Evaluation & Discipline.....	12
7.4 Access to Personnel Files.....	12
7.5 Limitation on Use of File Material.....	12

7.6 Disciplinary Sequence.....	13
7.7 Discipline and Dismissal Circumstances.....	14
7.8 Conference.....	14
7.9 Dismissal.....	14
Article VIII - Seniority.....	15
8.1 Definition of Seniority.....	15
8.2 Hiring Date Conflicts.....	16
8.3 Seniority List.....	16
8.4 Probationary Period Seniority.....	16
8.5 Seniority And Reduction In Force or Lay-Off.....	16
8.6 Seniority, Shift Scheduling And Days Off.....	17
Article IX - Employment Practices & Procedures.....	17
9.1 Court Time Compensation.....	17
9.2 Officer Deployment & Shift Scheduling.....	18
9.3 Minimum Number of Shifts.....	18
9.4 Overtime Compensation.....	18
9.5 Hours per year.....	19
9.6 Quarter Master System.....	19
9.7 Rules, Regulations, Policies, And Procedures.....	19
Article X - Holidays and Leaves.....	20
10.1 Holidays.....	20
10.2 Vacation	20
Article XI – Benefits	20
11.1 Obligations for Basic Training.....	20
11.2 On-Duty Benefits.....	21
11.3 Ongoing Professional Training.....	21
11.4 Funeral Leave.....	22
11.5 Replacement/Repair of Personal Property.....	22
11.6 Immunization and Inoculations.....	22
11.7 Letter of Creditable Service.....	22
Article XII - Base Salary Levels.....	23

Article XIII - Miscellaneous Working Conditions.....	24
13.1 Safety.....	24
13.2 Residency Requirement.....	24
Article XIV – Drugs and Alcohol.....	25
14.1 Statement.....	25
14.2 Definitions.....	25
14.3 Prohibitions.....	26
14.4 Requirements	26
14.5 Circumstances Under Which Alcohol and/or Drug Testing is Permitted.....	27
14.6 Compounds Tested for and Levels Measured.....	32
14.7 Types of Testing Permitted.....	33
14.8 Testing Procedures.....	34
14.9 Retest of Sample.....	35
14.10 Procedure Following a Positive Test Results.....	36
14.11 Discipline.....	37
14.12 Behavior That Constitutes Refusal to Submit	37
14.13 Violations of a Criminal Drug Statute.....	38
14.14 Voluntary Requests for Assistance.....	39
14.15 Right to Counsel.....	39
14.16 Right to Grieve.....	40
14.17 Confidentiality.....	40
14.18 Pre-Employment Testing.....	40
Article XV – Other Employment.....	40
15.1 This Article.....	40
15.2 Definition.....	41
15.3 Policy.....	41
15.4 Restrictions.....	42
15.5 Violation.....	43
Article XVI - Severability.....	43
Article XVII - Entire Agreement.....	43
Article XVIII - Duration.....	44

INTRODUCTION

This Agreement is voluntarily entered into by and between the Board of Trustees of the Town of Cicero, Illinois, hereinafter referred to as the "Town," and the Illinois Council Of Police (ICOP), hereinafter referred to as the "Union," as the exclusive Collective Bargaining Agent for the employees of the Town of Cicero, who are described in the Collective Bargaining Unit described herein.

PREAMBLE

The Union, having been certified by the Illinois Labor Relations Board as Collective Bargaining Agent for all part-time Sworn Police Officers below the rank of Sergeant employed by the Town, and the Town, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for the appropriate wage structure, hours of employment, working conditions and benefits, and orderly and expeditious Grievance Procedure, all as set forth herein, the parties therefore agree to the following:

DEFINITIONS

The term "Working Days" as used herein is defined as every day the Town's Administrative Offices are open to the public for business.

ARTICLE I – RECOGNITION

- 1.1** The Town recognizes the Union as the sole and exclusive Bargaining Agent for all sworn Part-Time Police Officers employed by the Town below the rank of Sergeant ("Collective Bargaining Unit"), and specifically excluding all civilian personnel in the Town and any others excluded by the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14, et seq.)

The parties agree to amend this Agreement to reflect the accurate bargaining unit description should the certification issued by the Illinois Labor Relations Board be changed.

- 1.2** Membership – As used herein, the terms "Part-Time Police Officers" or "Part-Time Officers" shall refer to all those persons included in the Collective Bargaining Unit described above.

ARTICLE II – TOWN RIGHTS

The Board of Trustees of the Town of Cicero and its designees shall retain and reserve the ultimate responsibilities for the proper and ongoing management of the Town of Cicero Police Department, according to the applicable laws, statutes and ordinances of Cicero, Cook County, the State of Illinois and the United States.

Nothing herein shall be construed to deny or restrict the Town in the exercise of its rights, responsibilities and authorities as articulated in the laws of Cicero, Cook County, the State of Illinois and the United States.

Except as specifically provided herein, the Town shall retain and exercise all rights to determine its mission and set standards of service offered to the public; to operate and direct the activities of its Police Department employees; to plan, direct, control and determine the operations or services to be conducted by Police Department employees covered by this Agreement; to determine the budget for the Police Department; to establish qualifications for employment and to employ part-time sworn Police Officers; to supervise and direct the work force; to assign or transfer employees; to hire, promote, demote, suspend, discipline, or discharge for just cause; to establish and enforce reasonable work rules and regulations; to change or modify systems, methods, equipment or facilities provided to establish shifts and hours of employment, which are not inconsistent with the terms of this Agreement; to make, alter, publish and enforce reasonable rules, regulations, orders, policies and procedures; to determine the methods, means and number of personnel to carry out the Town's mission; to lay off or relieve Part-Time Police Officers due to lack of work or funds or for other legitimate reasons; to establish work and productivity standards with prior notice to the Union; and to contract out for goods and services.

If in the sole discretion of the Town President it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorder, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Town President during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Town President shall advise the Union of the nature of the emergency, and shall follow up said advisement in writing as soon thereafter as practicable.

ARTICLE III – NO STRIKES, NO LOCKOUTS

The Union shall not recommend, authorize, or engage in any Strike against the Town, nor shall the Town initiate, implement or otherwise engage in any Lockout against the Union or its members.

Nothing contained herein shall preclude the Town from obtaining judicial restraint and damages in the event of a violation of this Section.

ARTICLE IV – UNION-TOWN RELATIONS

4.1 Bulletin Board

A Union Bulletin Board of reasonable size shall be available for use in an area of the Police Department agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative thereof. Such materials shall not be derogatory of any person associated with the Town and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union). The Union will use its best efforts to remove outdated materials and otherwise keep the Bulletin Board tidy.

4.2 No Discrimination

The Town will continue to provide equal employment opportunity for all Part-Time Police Officers as required by law.

The Town shall not discriminate against any Part-Time Police Officer, nor make any employment decision on the basis of race, creed, color, national origin, age, sex or handicap unrelated to the ability to perform the job, in violation of applicable law. Neither the Town nor the Union shall interfere with the right of part-time sworn Police Officers covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such Part-Time Police Officer because of lawful union membership or non-membership activity or status. Part-time Police Officers shall not be transferred, assigned, reassigned or have any of their duties changed for reasons prohibited by this section.

The exclusive use of the masculine pronoun in this document is for clerical convenience only, and shall be construed to include male and female sworn Part-Time Police Officers.

4.3 New Employees

The Town agrees to notify the Union of the hiring of all new Part-Time Police Officers whose job classifications are covered by this Agreement within ten (10) working days of the date of hire. Also, the Town shall notify the Union, within the same ten (10) working day time period, of any change of status that results in sworn Part-Time Police Officers becoming full-time sworn Police Officers.

4.4 Dues Checkoff

The Town shall deduct Union Dues from the salary of each employee covered by this Agreement in amounts as determined by the Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform for each Union member and provided the deduction is authorized in writing by the member. Union Dues shall be deducted from the salaries of employees and transmitted to the Union on the same schedule (every two weeks) that the Town normally pays its Police Department employees.

When the Town makes such deductions for Union Dues and remits these funds to the Union, the Union shall indemnify, hold harmless and defend the Town, its Police Department, its elected officials, agents and employees in any action, complaint or suit or other proceeding which may be brought under Section 4.5 of this Article, including all attorneys fees and other cost of defense.

4.5 Union Representatives and Visitation

The Town recognizes the right of the Union to elect, appoint, or otherwise name up to two Cicero Part-Time Police Officers as Chapter representatives of the Union. The names of these two Union representatives, along with their designated titles, shall be provided to the Cicero Superintendent of Police or his designee immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the two Cicero Chapter Officers becomes known. Any subsequent changes in the names or titles of these Union

representatives shall also be provided to the Superintendent of Police or his designee as such changes occur, but in any event not later than five (5) calendar days after such a change.

These Union representatives shall be deemed to be the Union's official on-site spokespersons. However, these on-site Union representatives shall not conduct Union business during regular working hours except with the permission of the Superintendent of Police or his designee, or except in the case of an emergency.

Also, the Town recognizes the right of the Union to send representatives from its headquarters office to the Town and specifically, to the Police Department, for purposes of handling Grievances or observing and reporting on conditions under which Union members are working. Such visits by Union headquarters representatives shall be conducted during the regular shifts that Union members are working and also, appropriate notice shall be made to the Superintendent of Police or other ranking Police Department official whenever such visits are to be made. Such visits shall not interfere with normal Police Department functions.

ARTICLE V – DISCIPLINARY INVESTIGATION PROCEDURES

5.1 Police Officers' Bill Of Rights

The Town agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers' Bill Of Rights. In the event a Sworn Police Officer covered by this Agreement has reason to believe that the Town has violated the Uniform Peace Officers' Disciplinary Act, he or she will have the opportunity of filing a Grievance under the terms of this Agreement or, separately, filing an action in a court of law. The Town further agrees to abide by all applicable legal requirements under appropriate State and Federal legislation concerning the right of employees to refuse to submit to oral or written investigatory interviews without Union representation where the employee reasonably believes that such interviews might result in disciplinary action.

5.2 Definitions

For the purposes of this Article, the terms defined below have the meaning ascribed herein:

- A. "Informal inquiry" means a meeting by supervisory or command personnel with a Part-Time Police Officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.
- B. "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of a Part-Time Police Officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her discharge or suspension in excess of five (5) days.
- C. "Interrogation" means the questioning of a Police Officer in connection with an alleged violation of the Town's rules which may be the basis for filing charges seeking his or her suspension in excess of five (5) days or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the Police Officer's record but which may not in themselves result in removal, discharge or suspension in excess of three (3) days.

5.3 No Media Exposure

The Town agrees that no photos of any Officer under investigation shall be made available to the news media prior to a conviction on criminal charges or prior to a decision being rendered regarding any disciplinary action taken by the Town, unless otherwise required by law.

5.4 Officers Rights Concerning Disciplinary Interrogation

The foregoing paragraphs notwithstanding, the Part-Time Police Officers retain the rights granted to them under the Illinois Public Labor Relations Act, 5 ILCS 315, *et seq.*, more commonly referred to as "Weingarten" and "Morgan" rights, as well as any and all rights granted to them pursuant to Uniform Peace Officers Disciplinary Act, 50 ILCS 725/1 *et seq.* Furthermore, by citing to the Uniform Peace Officers Disciplinary Act, the Part-Time Police Officers do not seek to give up any rights and privileges otherwise granted to them, i.e. "Weingarten" and "Morgan", but rather, to supplement those rights with those of the rights, protections, and privileges granted under the Uniform Peace Officers Disciplinary Act.

ARTICLE VI – GRIEVANCE PROCEDURE

6.1 Purpose And Filing Deadlines

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its members of any misinterpretation of misapplication of the terms of this Agreement. Any Grievance filed under the terms of this Article must be initiated not later than fifteen (15) calendar days after the occurrence of the event that prompts the Grievance, or, if the Grievance describes an ongoing situation, it must be filed not later than fifteen (15) calendar days after the underlying situation becomes known to either the Union or the member or members who file the Grievance.

6.2 Definitions

- A. "Grievance" shall mean any dispute or difference of opinion raised by a Part-Time Police Officer or a group of Officers (with respect to a single common issue) against the Town, involving the meaning, interpretation or application of the provisions of this Agreement. Appeals of discipline are specifically excluded from the definition of Grievance. This Article does not apply to appeals of discipline.
- B. Any Part-Time Police Officer covered by this Agreement may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing, or appeal relating to a Grievance which has been formally presented.
- C. The President of the Union or the appropriate designee shall be advised of any meeting, hearing or appeal relating to a Grievance which has been formally presented and a representative of the Union shall have the right to attend and participate in any such meeting, hearing or appeal.
- D. The failure of the Grievant to act on any Grievance within the prescribed time limits articulated elsewhere in this Article will act as a bar to any further appeal within this Grievance Procedure. If the Town's designated representative shall neglect to proceed to render a decision within the time limits, the Grievance may be advanced to the next step of the Grievance Procedure. Time limits, may, however, be extended by mutual agreement.

6.3 Procedures

The party asserting a Grievance shall attempt to resolve the problem through informal communication with the immediate supervisor.

STEP 1. If the informal process with the immediate supervisor shall fail to resolve the problem, the Grievance may be formally presented in writing to the Superintendent of Police or Deputy Superintendent of Police. The filing of the formal written Grievance at this step must be within fifteen (15) calendar days of the date of the occurrence giving rise to the Grievance or from the date when the Grievant might reasonably have become aware of the incident or situation that results in the filing of the Grievance. Upon receipt of the formal written Grievance, the Superintendent of Police or Deputy Superintendent of Police will arrange for a meeting to be held within ten (10) calendar days to review the Grievance. The formal Grievance shall clearly identify all Grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is requested. The Town representative shall provide a written answer to the Grievant (with a copy to the Union if the Union is not the Grievant) within fifteen (15) calendar days of the meeting. The answer shall include the reasons for any decision contained in the Town's response to the Grievance.

STEP 2. If the grievance is not settled in Step Two, the Part-Time Police Officer may choose to have the matter brought before an arbitrator. The officer must notify the Town President of his/her election to proceed before the Board or an arbitrator within fifteen (15) calendar days of the Town President's answer in Step 2.

A. Hearings before an Arbitrator:

If the Part-Time Police Officer decides to have an Arbitration Hearing, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Town President's office within fifteen (15) calendar days of the answer rendered by the Town President's office, or if no answer is filed, within fifteen (15) calendar days of the last day on which such answer was due.

Hearings before an arbitrator shall proceed as follows:

1. The Town and the Union shall obtain a list of seven (7) recognized arbitrators from an organization that is recognized as providing such lists, such as the Federal Mediation and Conciliation Service. Upon receipt of such list, each party shall alternately strike a name from the list until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking shall be determined by a coin toss. Each party reserves the right to strike an entire list and obtain a substitute list at its own cost. The parties may also choose an arbitrator by agreement, foregoing the need to obtain a list.
2. The arbitration hearing shall be scheduled at an agreeable time and place. The arbitrator shall have the authority to issue subpoenas for the attendance of persons and for production of documents and other relevant items. The arbitrator shall determine the scope of the hearing. The arbitration hearing shall be scheduled at an agreeable time and place. The hearing shall be open only to the parties of interest, including Town officials and members of the bargaining unit, unless mutually agreed otherwise.
3. The arbitrator shall use his/her best efforts to issue a written award no later than sixty (60) days from the close of hearing. The award shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator may interpret the Agreement but shall have no authority to ignore, add to, take from or modify any of the provisions of the Agreement. The parties may agree to submit more than one (1) grievance to the same arbitrator and may agree to consolidate similar grievances before a single arbitrator.
4. The decision of the arbitrator shall be final and binding on the parties to the hearing.
5. The costs and fees of the arbitrator shall be borne equally by the Union and the Town, as well as any attendance fees assessed by a court reporter/stenographer, if utilized. Each party shall be responsible for its own costs, including attorney's fees and transcript fees.
6. The Town will release the grievant and one (1) local union representative from duty to attend the arbitration hearing without loss of pay as long as the hearing is

held during the grievant's and union representative's normal duty hours. The Part-Time Police Officer against whom charges are sought will receive no compensation for time spent at the hearing, unless occurring during the Part-Time Police Officer's duty hours. Neither witnesses nor Union representatives shall be paid additional compensations or overtime compensation if the hearing cannot be held during their normal working hours.

6.4 Waiver and Settlement of Grievances

If a Part-Time Police Officer or the Union fails to file the grievance within fifteen (15) calendar days of the circumstances giving rise to the grievance or when such circumstances giving rise to the grievance are known to the Part-Time Police Officer or the Council, the grievance is waived.

If a Part-Time Police Officer or the Union fails to appeal the grievance to the next step of the grievance procedure within the time limits specified in each step, the grievance will be considered settled on the basis of the last answer. Neither the Union nor the grievant may then advance the grievance once it is settled.

If the Town fails to meet a deadline, the grievant or the Union may consider the grievance denied and advance the grievance to the next step, including Step Four (binding arbitration).

6.5 Appeal of Disciplinary Disputes

The appeal of disciplinary disputes shall be processed through the provisions found in Article 7.

ARTICLE VII – DISCIPLINE AND DISMISSAL

7.1 Employee Security

Sworn Part-Time Police Officers covered by this Agreement shall not be relieved from duty, suspended, discharged, or disciplined in any manner without the Town or the Command Level of the Police Department having first established just cause.

7.2 Police Notices

Oral and written reprimands shall be considered final and a Part-Time Police Officer cannot appeal them or grieve them.

If the Superintendent of Police suspends a Part-Time Police Officer, the affected police officer shall have the right to appeal said suspension to an Arbitrator. Said appeal must be tendered to the Town President or Superintendent of Police within five (5) calendar days from the issuance of the discipline in order to perfect the appeal. Suspensions shall be counted against the Part-Time Police Officer's maximum 1560 available hours per year.

The decision of the arbitrator, with respect to the imposition of a suspension or discharge shall be final and binding on the Part-Time Police Officer, the Union and Town, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option selected.

7.3 Performance Evaluation & Discipline

Any Part-Time Police Officer covered by this Agreement undergoing an evaluation shall have the opportunity of indicating his or her approval or disapproval of the evaluation by marking an appropriate "Approval" or "No Approval" box on the evaluation form and placing his or her signature near the box.

7.4 Access To Personnel Files

The Town will abide by the Illinois Records Review Act.

7.5 Limitation On Use of File Material

Personnel record information which was not included in the personnel record, but should have been as required above, shall not be used by the Town in an arbitration hearing or judicial proceeding.

However, personnel record information which, in the opinion of the judge, hearing officer or arbitrator, was not intentionally excluded from the personnel record may be used by the Town in the proceeding if the Part-Time Police Officer agrees or has been given a reasonable time to review the information. Material which should have been included in the personnel record shall be used at the request of the Officer.

- a. Files, including any materials contained therein, containing disciplinary material and/or information relating to oral reprimands shall not be used adversely to the Part-Time Police Officer's interests one (1) year from the date the reprimand is issued.
- b. Files, including any materials contained therein, maintained by the Town relating to written reprimands which are more than two (2) years old, except those showing a pattern or practice of the same misconduct, shall not be used adversely to the Part-Time Police Officer's interests unless there has been a disciplinary infraction during the two (2) year period.
- c. Files, including any materials contained therein, maintained by the Town, containing disciplinary material and/or information related to suspensions or Arbitration or Fire and Police Commission cases or as may be ordered by a Court may be used adversely to the Part-Time Police Officer's interests.

7.6 Disciplinary Sequence

The typical disciplinary sequence for any employee covered by this Agreement shall be: (1) Verbal Warning; (2) Written Warning, with a copy to the employee's personnel file; (3) Suspension; (4) Dismissal, but may be accelerated and steps may be skipped depending on the severity of the offense.

Disciplinary action, up to and including termination of employment, shall be for a violation of a Town ordinance, or County or State or Federal law, or for a violation of Police Department policy or rules and regulations, so long as such rules and regulations have previously been reduced to writing and distributed to, posted or otherwise made available to all Part-Time Police Officers covered by this Agreement. Any such disciplinary action shall be administered

in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense.

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

7.7 Discipline and Dismissal Circumstances

Suspension and/or dismissal of a non-probationary Part-Time Police Officer shall occur only for reasonable and just cause.

7.8 Conference

Except when detrimental to the general welfare of the Town, any employee covered by this Agreement shall have the opportunity, prior to suspension or dismissal, to have Union representation at a conference with the Superintendent of Police or his designee and at that time, to have full opportunity to review the allegations or reasons for suspension or dismissal and to have ample opportunity to rebut such allegations or reasons. This section shall apply only to disciplinary matters that have not been brought under the jurisdiction of the Board of Trustees, for suspensions of (5) five days or less.

7.9 Dismissal

All recommendations for dismissal (except for reduction in force) shall be initiated by or confirmed by the Superintendent of Police or his designee, or by the Town President or his designee, or by action of the Board of Trustees. A copy of any such recommendation, along with the supporting allegations or reasons therefore, shall be submitted in writing to the employee, with a copy to the Union, before any such dismissal recommendation can take effect.

ARTICLE VIII – SENIORITY

8.1 Definition Of Seniority

The Police Department level of seniority shall apply to all Cicero Part-Time Police Officers whose original date of hire was as an employee of the Town of Cicero within the Police Department. Police Department seniority shall date from the employee's earliest date of continuous employment as an employee of the Town of Cicero Police Department.

Police Department seniority shall be used to determine the status of an individual Part-Time Police Officer in matters of shift scheduling and transfers within the Police Department, reduction in force, opportunities to bid for specific shift assignments, training opportunities, and such other matters that may arise from time to time and which may require a fair and equitable means of choosing one employee over another.

In all matters of economics, including but not limited to wages and vacation awards (if any are negotiated herein), the years of service as a Part-Time Police Officer of the Town of Cicero will be determinative.

A Part-Time Police Officer shall have his seniority broken when he:

- 1) quits; or
- 2) is discharged for just cause; or
- 3) accepts gainful employment while on an approved leave of absence from the Police Department; or
- 4) is absent for three (3) consecutive work days, without proper notification or authorization.

8.2 Hiring Date Conflicts

In the event that more than one employee covered by this Agreement has the same seniority date, seniority will be determined by the last four (4) numbers of the Part-Time Police Officers Social Security Number (lower number will prevail).

8.3 Seniority List

The Town agrees to prepare a Seniority List on an annual basis for Part-Time Police Officers, not later than December 31st of each year, and to provide the Union with a copy of such list, which the Union may then post on its Union bulletin Board. In the event of errors or disputes over names or dates appearing on the Seniority List, the Union will call these matters to the attention of the Town as they arise. As new Part-Time Police Officers are hired or as others leave the employ of the Town, their names shall be added to or removed from the Seniority List not later than 30 days from the date of such changes. The Town agrees to provide the Union with such updated Seniority Lists as they become available.

8.4 Probationary Period Seniority

All newly-hired Part-Time Police Officers shall be considered probationary employees until they successfully complete a probationary period of eighteen (18) months from the date of hire as well as their Field Training Program. Seniority among probationary Part-Time Police Officers shall not apply until after they complete their probationary period and Field Training Program, in which case they shall then be deemed to have accrued eighteen (18) months of seniority with the Police Department.

8.5 Seniority And Reduction In Force or Lay-Off

If a reduction in force does become necessary, it shall be implemented following the principle of reverse seniority, meaning the last Part-Time Police Officer hired shall be the first to be laid off or terminated provided that the remaining Part-Time Police Officers possess the skill and ability to perform the remaining work without further training

Further, any Part-Time Police Officers removed from the force as a result of this procedure shall be subject to recall for a period of one (1) year before any new Part-Time Police Officers are hired to replace them.

Any Part-Time Police Officer who has been laid off shall be placed on the appropriate reinstatement list for one (1) year and shall be recalled on the basis of seniority in the Police Department and ability and skill to perform the work in question without further training. An Officer must notify the Town as to whether he or she will be returning to work within seven (7) calendar days from the date such Officer receives a notice recalling him or her to work.

The Town has the right to hire new Officers rather than recall laid off Part-Time Police Officers if there is no one in the bargaining unit who has the skill and ability to perform the work.

8.6 Seniority, Shift Scheduling And Days Off

The Town agrees that seniority will be one of the determining factors in allowing Part-Time Police Officers to bid on or otherwise select the shifts they will work and the days they will be off. Other factors in making such determinations may include education, training, prior experience, and job performance. The final authority for making such determinations shall reside with the Superintendent of Police or his designee and shall reflect the overall staffing needs of the Department.

ARTICLE IX –EMPLOYMENT PRACTICES & PROCEDURES

9.1 Court Time Compensation

Part-Time Police Officers required to attend or remain on stand-by for court on their scheduled workday but outside their regular work hours for that day, shall be compensated at the overtime rate of one and one-half (1.5) times their hourly rate, with a minimum of two (2) hours, or the actual time spent in court, whichever is greater. Part-Time Police Officers required to attend court (or deposition) while off-duty shall receive a minimum of three (3) hours, or the actual time spent, whichever is greater, at a rate of one and one-half (1.5) times their hourly rate. This pay only applies when the Part-Time Police Officer is appearing on behalf of the Town, or in his/her official capacity as a Cicero Police Officer. It does not apply if the Part-Time Police Officer is a party in a case unrelated to his profession or a plaintiff in any case.

In addition, the Part-Time Police Officer shall receive the current IRS rate per mile for court or deposition attendance, when such Part-Time Police Officer uses a non-departmental vehicle (private vehicle). For the purposes of calculation, the Cicero Town Hall shall be used to calculate round trip mileage.

Witness fees provided in civil proceedings which arise out of the Part-Time Police Officer's employment shall be turned over to the Town in order to receive court compensation.

Part-Time Police Officers shall be subject to, and are required to comply with, any rules, regulations, special or general order(s) of the Cicero Police Department regarding court attendance by Cicero sworn Police Officers (whether employed full-time or part-time).

9.2 Officer Deployment & Shift Scheduling

It shall be the right and responsibility of the Superintendent of Police or his designee to deploy Officers covered by this Agreement to various details and assignments and to provide the necessary equipment and Department vehicles. Part-Time Police Officers shall submit their shift requests to the appropriate Watch Commander no later than ten (10) days prior to the next work period. Shift schedules will be made available before the start of the next work period and shall be assigned by officer seniority. Officers covered by this Agreement shall be given a minimum of five and one half (5 ½) hours of work per scheduled shift.

9.3 Minimum Number of Shifts

Part-Time Police Officers must work a minimum of eight (8) shifts per Police Period, which shall include at least one (1) weekend shift (Saturday or Sunday) each week, unless otherwise approved by the Superintendent of Police. No Part-Time Police Officer may work more than twenty-four (24) hours in a week. Any day(s) that an Officer attends training pursuant to Section 11.3 will be counted as a "shift" for purposes this Section 9.3. Any day(s) the Officer appears in court pursuant to Section 9.1 will not be counted as a "shift" for purposes of this Section 9.3. If an Officer takes a pre-scheduled unpaid vacation, then minimum number of shifts he must work shall be prorated for the relevant period.

9.4 Overtime Compensation

Part-Time Sworn Police Officers may be required to work overtime in both emergency and non-emergency situations. In either case, overtime shall be duly authorized and approved by an Officer of at least supervisory rank, if not higher. Officers required to work overtime shall be compensated for such time at the rate of one and one-half (1.5) times the regular rate of pay. Overtime is defined as any work in excess of eight (8) hours in a scheduled shift, and shall be

earned in minimum increments of fifteen (15) minutes each. Overtime shall be paid in the second check of the month.

9.5 Hours Per Year

Part-Time Police Officers may not work more than twenty-four (24) hours per calendar week. The Cicero Police Department week runs from Monday to Sunday.

9.6 Quarter Master System

The Town shall provide all required uniform clothing and equipment, including a bullet proof vest, at no cost to the Part-Time Police Officers. Bullet proof vests shall be replaced in accordance with the manufacturer's specification, but not more than once every four (4) years.

A bullet proof vest must be worn by the Part-Time Police Officer while on-duty.

In the event an article of a uniformed Part-Time Police Officer's required uniform clothing and/or equipment becomes worn and not acceptable for wear and/or damaged, the Officer shall turn in that worn and/or damaged item and the Town will repair or replace the item at the Town's cost. The Superintendent of Police, or his designee, shall respond within ten (10) calendar days to any request by an Officer for the repair or replacement of an item pursuant to this Section 9.3.

9.7 Rules, Regulations, Policies And Procedures

The Union recognizes that all Part-Time sworn police officers employed have a copy of all Town and Police Department Rules, Regulations, Policies and Procedures that pertain to Police work and the specific duties of sworn Cicero Part-Time Police Officers. For all Part-Time Police Officers hired on or after July 9, 2008, the Town agrees that within sixty (60) days following the signing of this Agreement, unless it has already done so, the Superintendent of Police or his designee will prepare and distribute to all covered Officers, copies of all Town and Police Department Rules, Regulations, Policies and Procedures that pertain to Police work and the specific duties of Cicero Part-Time Police Officers. Officers will sign a cover sheet indicating that they have received the materials. If subsequent updating of these materials becomes necessary, he or she may use the Department's copy machine for this purpose. It is understood that by distributing copies of such written Rules, Regulations, Policies and

Procedures that guide their daily activities, that a higher level of professionalism in Police work will be realized. However, in the event that any existing Rule, Regulation, Policy or Procedure directly conflicts with the Articles or Sections of this Agreement, this Agreement shall take precedence over the existing Town Rules, Regulations, Policies and Procedures.

ARTICLE X – HOLIDAYS AND LEAVES

10.1 Holidays

If a Part-Time Officer works a holiday, the Officer will be paid at a rate of one and one-half (1.5) times his regular rate of pay for each and every hour worked on the holiday.

The Holidays Are:

New Years Day	Martin Luther King's Birthday
President's Day	Easter
Memorial Day	Independence Day
Labor Day	Columbus Day
Thanksgiving Day	Christmas Eve Day
Christmas Day	Veterans Day

10.2 Vacation

Part-Time Police Officers shall not earn, be entitled to, or paid for any vacation.

ARTICLE XI – BENEFITS

11.1 Obligations for Basic Training

Newly hired Part-Time Police Officers are expected to remain in the employ of the Town. In the event the Officer voluntarily resigns or otherwise terminates his own employment status with the Town, other than as a result of a disabling injury or illness, the Officer shall be liable to pay back that portion of the basic police academy tuition which the Town actually paid (i.e. fifty percent (50%) paid by Town / fifty percent (50%) paid by the State; the obligation only applies to the fifty percent (50%) Town's portion). The Officer's obligation shall be in accordance with the following schedule:

If the Officer voluntarily leaves the job from:

- a) One (1) year or less from the date of hire – one hundred percent (100%) pay back;
- b) More than one (1) year, but less than two (2) years from the date of hire – fifty percent (50%) pay back;
- c) Two (2) years or more from the date of hire - zero percent (0%) pay back.

11.2 On-Duty Death Benefits

All Part-Time Police Officers covered by this Agreement will receive a twenty five thousand (\$25,000.00) life insurance policy, paid for by the Town.

11.3 Ongoing Professional Training

The Town agrees that all Part-Time Police Officers covered by this Agreement shall be eligible to participate in professional training on the same terms and conditions as sworn full-time Cicero Patrol Officers, subject to any applicable Police Department rules, regulations, special or general orders regarding professional training. These ongoing professional training programs may cover such aspects of police work as weapons handling, Taser certification, radio room work, investigative techniques and the like and, in all cases, employees who participate in such training shall be paid at their regular rates of pay and, where appropriate, at overtime rates of pay. Further, the Town agrees that at least two (2) times each year, each Officer shall participate in a firearm practice training session with all costs for range fees and ammunition which will be paid for by the Town.

Part-Time Police Officers who travel outside Cicero for any such professional training will be supplied with a Police Dept. vehicle to attend professional training, or if using their own vehicle, will be reimbursed the current per mile fee, as determined by the Internal Revenue Service (IRS), unless the Officer(s) elect to utilize their personal vehicle. When training requires overnight lodging, the Town will pay the IRS per diem for lodging and meals.

11.4 Funeral Leave

Part-Time Police Officers are not entitled to funeral leave but may call off of work for the same.

11.5 Replacement/Repair of Personal Property

The Town agrees to repair or replace as necessary an Officer's watch/timepiece, cell phone (up to \$100.00 or these items only), eye glasses, contact lenses, and prescription sun glasses if such are damaged or broken during the course of the Officer's duties while the officer is required to exert physical force or is attacked by another person. Incidents are to be documented with the officer's immediate supervisor.

11.6 Immunization and Inoculations

The Town agrees to pay all expenses for inoculation or immunization shots for an Officer and for members of the Officer's immediate family residing in the same household, when such becomes necessary as a result of said officer's exposure to contagious diseases where said Officer has been exposed to said disease in the line of duty.

11.7 Letter of Creditable Service

Pursuant to the Law Enforcement Officers' Safety Act ("Act"), (HR 218), Public Law 108-277, IL Public Act 94-103), a Part-Time Police Officer who retires or resigns from employment with the Town in good standing, and who has, before the date of such resignation or retirement, served as a law enforcement officer, as defined by the Act, for an aggregate of ten (10) years or more may be provided by the Town, upon request: (1) a copy (but not an original) of his Cicero Police Department identification card that was issued to the Officer as of the date of resignation or retirement; and (2) a letter of good standing, if applicable, from the Superintendent of Police stating that the Officer has completed ten (10) or more years of creditable service, as defined by the Act. Nothing in this Section 11.7 obligates the Town to provide a letter if the Officer is not otherwise a "qualified retired law enforcement officer" as defined by the Act.

ARTICLE XII – BASE SALARY LEVELS

Base Salary Levels as follows*:

Commencing on September 1, 2017, Officers actively employed with the Town of Cicero and a bargaining unit member will be paid at the following rate retro active to September 1, 2017 at \$22.95 per hour and ending December 31, 2018.

Commencing on January 1, 2019, Officers actively employed with the Town of Cicero and a bargaining unit member will be paid at the following rate retro active to January 1, 2019 at \$23.47 per hour.

Commencing on January 1, 2020, Part-Time Officers will be paid at the rate of \$24.00 per hour.

Commencing on January 1, 2021, Part-Time Officers will be paid at the rate of \$24.60 per hour.

Commencing on January 1, 2022, Part-Time Officers will be paid at the rate of \$25.22 per hour.

Commencing on January 1, 2023, Part-Time Officers will be paid at the rate of \$25.85 per hour.

Commencing on January 1, 2024, Part-Time Officers will be paid at the rate of \$26.50 per hour.

Commencing on January 1, 2025, Part-Time Officers will be paid at the rate of \$27.16 per hour.

*The above base wages shall be paid retroactively only for those active Part-Time Officers who are in the bargaining unit as of the date of execution of this Agreement. No other wage(s) or economic benefit(s) in this Agreement shall be paid retroactively.

ARTICLE XIII – MISCELLANEOUS WORKING CONDITIONS

13.1 Safety

A. Disabling Defects.

No Police Officer shall be required to use any equipment that has been designated by both the Union and the Town as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the Police Officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Town shall take all reasonable steps to protect Police Officers during their working hours in the performance of their duties.

B. Cooperation.

The Town and the Union agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment, facilities, practices and procedures.

C. Officers will not be requested or be allowed to use their personal vehicles during the course of their police duties i.e., surveillance, etc., except in transport to training and to court when called in off-duty.

13.2 Residency Requirement

Employees are required to reside within the following boundaries:

North:	North of Illinois State Route 22
South:	South Line of Interstate 80
East:	Lake Michigan/Indiana State Border
West:	West Line of Illinois State Route 59

ARTICLE XIV – DRUGS AND ALCOHOL

14.1 Statement

The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Police Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries and reduce productivity. Department members must project a positive representative image which ensures public confidence in them and governs their professional conduct. The Town, as the Employer, has the right to expect its Part-Time Police Officers to report for work fit and able for duty. The Town will enforce this Article 8 on a non-discriminatory basis.

14.2 Definitions

"Drugs" shall mean any controlled substance listed in 720 ILCS 570 et seq., known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this Article are the following:

Opium	Psilocybin-psilocin
Morphine	MDA
Codeine	PCP
Heroin	Chloral Hydrate
Meperidine	Methylphenidate
Marijuana	Hash
Barbiturates	Hash Oil
Gluthethimide	Steroids
Methaqualone	Tranquilizers
Cocaine	Amphetamines
Phenmetrazine	LSD
Mescaline	

The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

"Impairment" due to drugs or alcohol shall mean a condition in which the Part-Time Police Officer is unable to properly perform his duties due to the effects of drugs or alcohol in his

body. When a Part-Time Police Officer tests positive for drugs or alcohol, impairment is presumed.

14.3 Prohibitions

Part-Time Police Officers are prohibited from:

- A. Consuming or possessing alcohol or illegal drugs, unless in accordance with duty requirements, at any time during the work day or anywhere on any Town premises or job sites, including all Town buildings, properties, vehicles and the Part-Time Police Officer's vehicle while engaged in Town business.
- B. Illegally possessing, selling, using, purchasing or delivering any illegal drug during the work day or when off-duty.
- C. Using alcohol within four (4) hours prior to beginning a shift.
- D. Being under the influence of alcohol during the course of the workday.
- E. Being under the influence of legal or prescribed drugs used in excess of, or in non-conformity with, prescribed limits during the course of the workday.
- F. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

14.4 Requirements

Part-Time Police Officers are required to:

- (a) Report to their supervisor any known adverse side effects of medications or prescription drugs which they are taking which might affect or impact on the performance of their duties.
- (b) Notify the Superintendent of his/her arrest for violation of any criminal drug statute regulating the manufacture, distribution, dispensation, possession or use of a drug or controlled substance or arrest for a violation of any statute prohibiting driving a motor vehicle under the influence of alcohol or drugs, within twenty-four (24) hours of such arrest.
- (c) Submit to drug testing as required by the Town pursuant to this Agreement.

14.5 Circumstances Under which Alcohol and/or Drug Testing is Permitted

As set out more fully in the following provisions, the Town shall have the right to require a part-time Police Officer to submit to alcohol and/or drug testing 1) where the Town has reasonable suspicion to believe that a Part-Time Police Officer is then under the influence of illegal drugs or alcohol during the course of the work day, 2) random, 3) in the case of an accident, 4) upon the Superintendent's discretion, where a Part-Time Police Officer is assigned to a special unit, 5) where the Part-Time Police Officer is involved in an on-duty shooting, 6) prior to a return to duty after a Part-Time Police Officer has undergone alcohol and/or drug rehabilitation treatment, and 7) as a follow-up once a Part-Time Police Officer has returned to duty after alcohol and/or drug rehabilitation treatment. In addition, the Town has the right to require alcohol and/or drug testing as part of its pre-employment screening of applicants.

A. Reasonable Suspicion Testing.

- i. "Reasonable Suspicion" is defined as a belief based on objective facts sufficient to lead a reasonable prudent supervisor to find that a Part-Time Police Officer is using, or has used, drugs or alcohol in violation of this policy. The suspicion must be drawn from specific, objective facts and reasonable inferences drawn from those facts in light of experience.
- ii. Factors in Determining: Factors to be considered by supervisory personnel in determining whether a finding of reasonable suspicion is appropriate may include, but are not limited to, any of the following, alone or in combination.
 - a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of drugs;
 - b. Observable phenomena, such as direct observation of alcohol use, the presence of the odor of alcohol on or about the Part-Time Police Officer, and/or the physical symptoms or manifestations of being under the influence of alcohol;
 - c. Abnormal conduct or erratic behavior while on-duty;
 - d. Excessive unexcused absenteeism, tardiness or deterioration in work performance;
 - e. Slurred speech or unsteady walking or movement;

- f. Illegal possession of drugs or controlled substances or an arrest for violation of a drug statute;
 - g. Information obtained from a reliable and credible source with personal knowledge which has been independently corroborated.
 - iii. When Conducted: In the case of a reasonable suspicion test, the Town may require a Part-Time Police Officer to submit to chemical and/or alcohol testing if at least one (1) representative of the Cicero Police Department of a higher rank than the affected Part-Time Police Officer determines there is reasonable suspicion for such testing, and provides the Part-Time Police Officer with the basis for such "suspicion" in writing, before the test is administered. An order to submit to testing shall be in writing and signed by the reporting supervisor and Superintendent or Deputy Superintendent or his/her respective designee and include the objective facts and reasonable inferences drawn from the facts that serve as the basis of the order to test. When testing is ordered, the Part-Time Police Officer will be removed from duty and will be placed on leave with pay pending the receipt of testing results.
 - iv. Refusal of a Part-Time Police Officer to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge, but the Part-Time Police Officer's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

B. Random Testing.

i. Frequency and Selection

- a. The random selection of Part-Time Police Officers to be tested shall be based on a computer-generated listing which shall ensure that there are no "safe periods" for any officer. Each workday shall present every Part-Time Police Officer with a substantially equal statistical chance of being required to submit to the random testing program, regardless of samples previously submitted.
- b. The number of random tests to be performed in any year shall be determined by the Superintendent or his/her representative and will ensure the

testing of fifty (50) percent of the Part-Time Police Officers who are in the common selection pool.

c. The collection of specimens for random testing shall be evenly distributed throughout the year. The number of specimens collected weekly, monthly or quarterly shall remain relatively constant.

d. Random testing shall be conducted on different days of the week throughout the annual cycle to prevent Part-Time Police Officers from anticipating patterns in collection schedules.

e. The computerized random selection listing shall be generated from the common selection pool of all Part-Time Police Officers using a confidential identification number uniquely assigned to each individual Part-Time Police Officer. The association with and identification of the officer's name shall be known only to the Superintendent and his/her representative until such time as the daily selection for testing list is prepared for notification.

f. The process will be unannounced as well as random. Part-time Police Officers will be notified that they have been selected for testing after they have reported for duty on the day of collection.

g. A part-time Police Officer shall not be required to submit to random testing more than three (3) separate times in one calendar year.

ii. Procedure

a. Upon notification that a Part-Time Police Officer has been selected for random testing, the Part-Time Police Officer shall be required to report immediately to the Random Drug and Alcohol Testing Location, and no later than one (1) hour from notification.

b. Upon arrival at the Random Drug and Alcohol testing location, the Part-Time Police Officer will identify himself/herself by use of the photo identification card and present the original Random Drug and Alcohol Testing Notification Form.

- c. Upon completion of the specimen collection process, the Part-Time Police Officer will, if his/her shift is not completed, immediately return to duty status.

C. Accident Testing.

- i. Incident Required: The Part-Time Police Officer(s) involved in a vehicular accident (i.e., the driver(s)) must submit to drug and/or alcohol testing when the vehicle the Part-Time Police Officer is driving is operating and is in motion at the time of the accident.
- ii. Timing of the Test: The Part-Time Police Officer(s) involved (i.e., the driver(s)) must submit to drug and/or alcohol testing within two (2) hours of the accident.
- iii. Available for Testing: The Part-Time Police Officer who fails to remain readily available for post-accident testing or leaves the scene of an accident without a valid reason or permission by the Investigating Officer will be deemed to have refused to submit to testing.
- iv. Transportation to Collection Site: The Investigating Officer shall transport or arrange transportation for the Part-Time Police Officer to be tested to the collection site and, after testing, to such Part-Time Police Officer's home or work.
- v. Following Collection: After submitting to the drug and/or alcohol testing, the Part-Time Police Officer may return to work at the discretion of the Superintendent.

D. Testing After an On-Duty Shooting.

The Town may require a Part-Time Police Officer involved in an on-duty shooting (i.e., the shooter(s)) to submit to alcohol and/or drug testing following such a shooting. Testing will be mandatory following a shooting involving a fatality.

- i. **Timing of Test:** The Part-Time Police Officer(s) involved (i.e., the shooter(s)) must submit to drug and/or alcohol testing within two (2) hours of the order, but subject to remaining available to the investigating agency.
- ii. **Available for Testing:** The Part-Time Police Officer who fails to remain readily available following an on-duty shooting without a valid reason or permission by the Investigating Officer will be deemed to have refused to submit to testing.
- iii. **Transportation to Collection Site:** The Investigating Officer shall transport or arrange transportation for the Part-Time Police Officer to be tested to the collection site and, after testing, to such Part-Time Police Officer's home.
- iv. **Following Collection:** After submitting to the drug and/or alcohol testing, the Part-Time Police Officer will not be allowed to return to work until the results of the drug and/or alcohol tests are received by the Town or at the discretion of the Superintendent, whichever occurs later.

E. Special Unit Testing.

Any Part-Time Police Officer assigned to a special unit (e.g., detectives, tactical, etc.) will be subject to additional drug and/or alcohol testing at the Superintendent's discretion.

F. Return to Duty Testing.

Any Part-Time Police Officer who has completed drug or alcohol rehabilitation treatment will be required to submit to and pass drug and/or alcohol testing prior to returning to duty.

G. Follow-Up Testing.

Once allowed to return to duty subsequent to drug or alcohol rehabilitation treatment, a Part-Time Police Officer will be subject to unannounced follow-up testing for at least twelve (12) months, with up to ten (10) tests being administered during that period.

Section 14.6 Compounds Tested for and Levels Measured

A. Drug Testing.

If the initial drug screen test registers the following compounds at the levels listed in the middle column below, the sample provided by the Part-Time Police Officer must be submitted to a confirmatory test. If the following compounds at the levels listed in column to the far right are found in the sample measured by GC/MS confirmation testing, such test will be considered a positive drug test. If the confirmation test reveals levels below those listed under the GC/MS column, such test will be considered negative:

<u>Drug Name</u>	<u>Initial Drug Screen</u>	<u>Confirmation Test GC/MS</u>
Amphetamines	1000 ng/ml	500 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Marijuana	20 ng/ml	15 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine ("PCP")	25 ng/ml	25 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Methaqualone	300 ng/ml	150 ng/ml
Barbituates	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	150 ng/ml
Propofol	300 ng/ml	150 ng/ml

B. Alcohol Testing.

1. An initial test result of .019 or below is considered a negative result and the Part-Time Police Officer is free to return to work.
2. An initial result of .02 or higher is considered neither negative nor positive and the Part-Time Police Officer must undergo a confirmatory test as soon as practicable, but not to exceed thirty (30) minutes from the time of the original test in the event of a breathalyzer test.
 - a. If the confirmatory test registers below .02, the result will be considered negative and the Part-Time Police Officer will be free to return to work.

b. If the confirmatory test registers between .02 - .039, the Part-Time Police Officer will be presumed to be "under the influence", and will be immediately relieved of duty. At this confirmatory test level, the Part-Time Police Officer will be offered an opportunity to present any rebuttal evidence to be considered in determining whether the Part-Time Police Officer is in violation of this Policy. If the Part-Time Police Officer is not able to overcome the presumption that he/she was under the influence, he/she will be subject to further disciplinary action up to and including discharge

c. If the confirmatory test registers .04 or above, the test shall be considered positive, the Part-Time Police Officer will be considered under the influence, the Part-Time Police Officer will be immediately relieved of duty and subject to further disciplinary action up to and including discharge.

Section 14.7 Types of Testing Permitted

The Town may use any of the following types of testing for the presence of drugs and/or alcohol in a Part-Time Police Officer's system:

- A. Urine Testing
- B. Evidentiary Breath Testing Device (Breathalyzer)
- C. Blood Testing
- D. Hair Follicle Testing
- E. Saliva Testing

The Town may choose to use one (1) type of test for drugs and a different type of test for alcohol. Should the Town use more than one (1) type of test for drugs and should any one (1) type of test reveal a negative result, then the results of all drug tests shall be deemed negative. Should the Town use more than one (1) type of test for alcohol and should any one (1) type of test reveal a negative result, then the results of all alcohol tests shall be deemed negative. If the lab results are deemed inconclusive by the testing laboratory, the results are neither negative nor positive and are inconclusive and a different test may be ordered by the Town. For purposes of this paragraph, initial confirmatory tests of the same type do not constitute

different types of tests.

Section 14.8 Testing Procedures

In conducting the testing authorized by the Agreement, the Town shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act and is accredited by the National Institute of Drug Abuse (NIDA);
- B. Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity and confidentiality of the identity of each sample and test result;
- C. Collect a sufficient sample of the body fluid or material from a Part-Time Police Officer to allow for initial screening, a confirmatory test and a sufficient allowance for alternative testing if requested, and paid for, by the Part-Time Police Officer;
- D. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration and maintain those samples for a minimum of twelve (12) hours;
- E. Use an accepted immunoassay method in conducting initial drug screening;
- F. Confirm any sample that tests positive for drugs in the initial screening by testing the second portion of the same sample by gas chromatography mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

- G. Be notified of a positive test result only after an initial positive test result is confirmed by positive test result in a second test on the same sample;
- H. Provide each Part-Time Police Officer tested with a copy of all test results and laboratory reports in connection with the testing upon request to the Superintendent of Police;
- I. Ensure that the taking of urine samples shall not be witnessed, unless there is reasonable suspicion to believe that the Part-Time Police Officer is tampering with the testing procedure;
- J. Require the Part-Time Police Officer to give a sample under direct observation of a same gender collection site person only if the collection site personnel or the representative of the Town has reason to believe that an adulterated or substituted sample has been provided, or that the Part-Time Police Officer may alter or substitute the sample; and
- K. Ensure that no Part-Time Police Officer is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during pendency of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.

Section 14.9 Retest of Sample

- A. A Part-Time Police Officer who tested positive for drugs shall have the opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Part-Time Police Officer's own choosing and the Part-Time Police Officer's own expense, provided that the laboratory is licensed to the Illinois Clinical Laboratory Act and that it is accredited by the National Institute of Drug Abuse (NIDA) and the Part-Time Police Officer notifies the Superintendent of Police within forty-eight (48) hours of receiving the results of the tests.

- B. The laboratory that performed the initial test shall deliver the sample to the laboratory of the Part-Time Police Officer's choice to ensure the integrity of the chain of custody.
- C. Quantization for a retest is not subject to a specific cutoff level requirement, but must provide data sufficient to confirm the presence of the drug or metabolite. Because some analytes may deteriorate or are lost during storage, detected levels of the drug below the detection limits established in this Agreement, but equal to or greater than the established sensitivity of the assay must, as technically appropriate, be reported and considered corroborative of the original positive results.
- D. An original copy of the results of the retest conducted by the Part-Time Police Officer's chosen laboratory shall be delivered to the Superintendent of Police within ten (10) calendar days from the date the specimen was delivered to the Part-Time Police Officer's selected laboratory.
- E. If the laboratory chosen by the Part-Time Police Officer within the time allotted disputes the positive finding(s) of the laboratory used by the Town and such laboratory has used the same testing procedure used by the original laboratory, then no further action shall be taken against the Part-Time Police Officer.
- F. Except when any delay is the fault of the laboratory, if the laboratory chosen by the Part-Time Police Officer fails to dispute the positive finding(s) within the allotted time, or if the Part-Time Police Officer fails or refuses to elect the confirmatory testing procedure within the time or in the manner prescribed herein, or if the Part-Time Police Officer fails to present the results of the second laboratory's test within the allotted time, the finding of a positive test result will stand.

Section 14.10 Procedure Following a Positive Test Result

- A. Upon receipt of notification of a positive test result, the Superintendent, or his/her representative shall notify the affected Part-Time Police Officer and request that he/she

furnish documentation relating to the use of any legally prescribed drug(s) (e.g., prescription bottles bearing prescription numbers, prescribing physician's statement, etc.).

- B. If an investigation reveals that the drugs have been legally prescribed to the Part-Time Police Officer and that the Part-Time Police Officer has consumed the drugs at a therapeutic level in accordance with prescription directions, no further action will be taken.
- C. If an investigation reveals that the drugs have not been legally prescribed to the Part-Time Police Officer, the Superintendent or his/her representative may initiate disciplinary action.

Section 14.11 Discipline

The first instance that a Part-Time Police Officer tests positive on the confirmatory test for drugs or is found to be under the influence of alcohol is just cause for disciplinary action, up to and including discharge.

This Section shall in no way limit discipline for other offenses arising out of, related or aggravated by alcohol or drug abuse.

Section 14.12 Behavior That Constitutes Refusal to Submit

The following behavior by a Part-Time Police Officer will constitute a refusal to submit to drug and/or alcohol testing:

- A. Alleged inability to provide sufficient quantities of breath for breath testing, unless there are extenuating documented medical conditions;
- B. Failure to provide a urine sample within a reasonable period of time (not to exceed two (2) hours from the time the Part-Time Police Officer received the notice to submit to testing) even after being provided with ample liquids and opportunity unless there are extenuating documented medical conditions;
- C. Stating that he/she is ill and cannot complete the test when such Part-Time Police Officer has been informed an impending test unless there are extenuating documented medical conditions;
- B. Failing to remain readily available for post-accident testing or leaving the scene of an accident without a valid reason prior to submitting to a drug and/or alcohol test;
- E. Tampering with a urine test; and
- F. Refusing or failing to complete any step in the drug testing process (e.g., failing to report to the collection site), without a valid documented medical excuse.

Section 14.13 Violations of a Criminal Drug Statute

- A. If a Part-Time Police Officer is convicted of a violation of a criminal drug statute he or she will be subject to discipline up to and including discharge.
- B. If a Part-Time Police Officer is convicted for driving under the influence of alcohol, he or she will be subject to discipline up to and including discharge.
- C. If a Part-Time Police Officer pleads guilty or *nolo contendere* ("no contest") to a violation of a criminal drug statute, the Part-Time Police Officer must notify his/her Supervisor immediately, no later than the earlier of the next time such Part-Time Police Officer is

scheduled to work or three (3) days from the date of such plea. A Part-Time Police Officer convicted in such a way of a violation of a criminal drug statute will be subject to discipline up to and including discharge.

- D. If a Part-Time Police Officer pleads guilty or *nolo contendere* ("no contest") to a violation of a driving under the influence statute, the Part-Time Police Officer must notify his/her Supervisor immediately, no later than the earlier of the next time such Part-Time Police Officer is scheduled to work or three (3) days from the date of such plea. A Part-Time Police Officer convicted in such a way of a violation of a criminal drug statute will be subject to discipline up to and including discharge.

Section 14.14 Voluntary Requests for Assistance

The Town shall take no adverse action against a Part-Time Police Officer who voluntarily seeks treatment or counseling prior to being notified of his/her selection for drug and/or alcohol testing, provided that Part-Time Police Officer has not tested positive on a previous drug and/or alcohol test administered by the Town. The Town shall assist a Part-Time Police Officer seeking assistance by making available means by which referrals and/or a lawyer may be obtained (Employee Assistance Program).

All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulative sick and/or paid leave and/or be placed on unpaid leave pending treatment.

Section 14.15 Right to Counsel

Any Part-Time Police Officer who is ordered to submit to testing shall have the right to contact a Council representative and/or a lawyer at the time such order is given. Under no circumstance will the testing of the Part-Time Police Officer be delayed more than an hour from the time that the order to test was given in order to allow the Part-Time Police Officer an opportunity to contact and consult with a Council representative and/or lawyer prior to testing.

Section 14.16 Right to Grieve

The Council and/or a Part-Time Police Officer, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the testing, the administration of the test, the accuracy of the test, the results of the test, and/or other alleged violations of this Agreement. Any discipline that may be issued pursuant to this provision may be appealed pursuant the Appeal of Discipline Section herein.

Section 14.17 Confidentiality

All information acquired in the drug and alcohol testing process, including but not limited to the results of a Part-Time Police Officer's drug or alcohol test and/or information regarding a treatment program will be kept in secured files, separate from personnel files, and will be held in confidence. Disclosure will be limited to members of the Town's management who the Town believes must be aware of this information. Unless otherwise permitted or required by law, this information will not be disclosed by the Town to any other employer, individual, or organization without the applicant's or the Part-Time Police Officer's written consent.

Section 14.18 Pre-Employment Testing

The foregoing Chemical Testing policy shall not limit the right of the Town to conduct such pre-employment drug and/or alcohol testing as it may deem appropriate on persons seeking employment as police offices in the Town of Cicero.

ARTICLE XV – OTHER EMPLOYMENT

15.1 This Article:

- A. Defines other employment;
- B. Delineates Departmental policy relating to other employment;
- C. Enumerates general restrictions pertaining to other employment; and

- D. Defines specific limitations on other employment pertaining to exempt members.

15.2 Definition

Other employment is an extra-departmental activity for which any Part-Time Police Officer is being compensated in salary, wages or commission or other valuable consideration for labor or services performed for a Town or in self-employed status.

15.3 Policy

- A. Part-Time Police Officers who engage in other employment are reminded that they are subject to recall at any time for emergencies, special assignments, court appearances, or overtime duty.
- B. A second employer of a Part-Time Police Officer engaging in other employment will receive preferential treatment by the Town.
- C. The Town will not assume liability for the actions of a Department member during the actual hours of work in his/her other employment.
- D. In the event a Part-Time Police Officer incurs an injury during the hours for which the Officer will receive remuneration from a second employer as salary, wages or commission or other valuable consideration, the Part-Time Police Officer will not be classified by the Department as "Injured on Duty." An Officer will not lose any seniority due to injury or illness from outside employment.
- E. A Part-Time Police Officer will neither represent himself as a Police Officer nor wear the prescribed uniform during his/her other employment.
- F. Part-Time Police Officers engaged in other employment in a security capacity will neither request nor be credited with overtime compensation in either Time or cash for arrests or court appearances which occur solely as a consequence of their other employment.
- G. Any Part-Time Police Officer desiring to engage in other employment shall submit a written request, on the prescribed form, for approval to the Superintendent or his/her designee which shall not be unreasonably denied. Any denial shall contain reason(s) for the denial in writing and issued to the affected Police Officer.

15.4 Restrictions

When any of the below conditions are present, secondary employment is prohibited, or if any of the below arise during the course of pre-approved other employment, the part-time Police Officer shall leave that employment immediately upon learning of the prohibition:

- A. the Part-Time Police Officer has failed to submit a properly completed other employment request form which contains provisions for approval by the Town;
- B. the agency, firm or establishment for which the other employment is to be performed is not properly registered or licensed as required by law or ordinance;
- C. the use of official police authority, powers, records or services is a condition of the other employment;
- D. the other employment would require the Part-Time Police Officer to avail himself/herself of official police equipment, records, documents, files or other official information not available to the public;
- E. The working conditions, hours of work, or location where the other employment is performed tend to impair the Part-Time Police Officer's efficiency or capabilities as a Part-Time Police Officer of the Department or interfere with the Part-Time Police Officer's response to emergency calls. A Part-Time Police Officer shall provide a sufficient amount of time between his/her other employment and the start of a tour of duty to allow for ample rest and relaxation;
- F. The other employment is in an establishment where the primary business is the sale of intoxicating liquor on the premises. In no instance will a Part-Time Police Officer be permitted to serve as a bartender to dispense intoxicating liquor or to serve as a cocktail waiter or waitress;
- G. The other employment or the place at which it is to be performed is such as to bring either the Town, or the Department or the Part-Time Police Officer into disrespect or disfavor;
- H. The other employment is of such nature that it may be reasonably considered by the public to be an official act of the Town or the Department thereof;
- I. The other employment would tend to influence the exercise of impartial judgment on any matter coming before the Part-Time Police Officer in the course of the Officer's official duties;

- J. The other employment would involve work which the Part-Time Police Officer would be expected to do as part of his/her regular duties;
- K. The other employment involves management of a business closely related to the official work of the Part-Time Police Officer;
- L. The other employment would result, at any time, in a conflict of interest or might encourage on the part of the members of the general public a reasonable belief of a conflict of interest; i.e., conducting or participating in a defense investigation for a litigant in a lawsuit against the Town or the Department;

15.5 Violation

Violation of this Article may subject the Police Officer to disciplinary action.

ARTICLE XVI – SEVERABILITY

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

ARTICLE XVII – ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed

by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the Town shall notify the Union of its intention to make the proposed changes. Upon such notification, and if requested by the Union, the Town shall meet with the Union and discuss such changes before they are implemented. Any changes made without such notice shall be considered temporary pending the completion of such discussions. If the Union becomes aware of such a change and has not received the necessary notification, the Union will notify the Town as soon as possible and request discussion of such changes if discussion is desired. The failure of the Union to request such discussions shall in no way act as a waiver of any Union rights, stated or implied.

ARTICLE XVIII – DURATION

This Agreement shall be effective as of the date the Contract is executed by both parties, with Salary Increases going into effect retroactively to September 1, 2017, and shall remain in full force and effect until 11:59 p.m. on the December 31, 2025.

Either party may notify the other in writing no less than sixty (60) days prior to the expiration date of this Agreement that it desires to modify or terminate this Agreement.

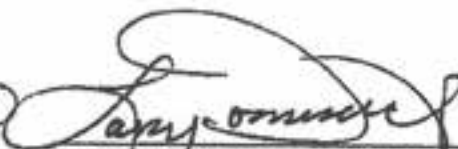
In the event that such notice is given, negotiations shall begin not later than fifteen (15) days after such notice is made unless mutually agreed to by the parties. This Agreement shall remain in full force and effect during the period of negotiations until such time as it is replaced by any subsequent Agreement.

Agreed to, signed and entered into this 13th day of October, 2020.

Illinois Council Of Police

Town of Cicero


Richard Bruno, President


Larry Dominick, President


Chapter Representative


Maria Punzo-Arles, Town Clerk