

Service Employees International Union Local 73
Town of Cicero Community Service Officers
Collective Bargaining Agreement
January 1st, 2020 to December 31st, 2023



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PREAMBLE

This agreement ("Agreement") covering compensation, hours, fringe benefits, and working conditions is entered into by and between the Board of Trustees of the Town of Cicero ("Town" or "Employer" or "Management"), and the "Service Employees International Union, Local 73" ("Union"), as the exclusive collective bargaining agent to the Bargaining Unit as defined in Article I, Recognition. Collectively, the Town and Union may, for convenience, be hereinafter referred to as the "Parties" and each individually as a "Party").

It is the desire and intent of the parties to seek the orderly adjustment of differences that may arise between them, to seek an orderly method of handling and processing grievances and, further, the purpose of this Agreement is to promote harmony and efficiency in the working relationships between the parties so that the public, the Town, and the employees may benefit.

Cognizant of these purposes and understandings, the parties have agreed to each of the provisions of the Agreement hereinafter contained.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I RECOGNITION

SECTION 1.1- RECOGNITION

The Town recognizes the Union as the sole and exclusive Bargaining Agent for all full-time and part-time Community Service Officers ("CSO" or "Unit" or "Bargaining Unit" or "Bargaining Unit Member(s)" or "Employee(s)") employed by the Town of Cicero, excluding all supervisory, managerial or confidential employees as defined by the Illinois Public Labor Relations Act, and also excluding 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.

SECTION 1.2- NEW/REVISED CLASSIFICATIONS

When the Town seeks to revise or update the position descriptions of Bargaining Unit positions it shall notify the Union and, upon request, meet to discuss the revisions or updates, but in any event the Town shall provide the Union and affected Bargaining Unit Members with a copy of the new position description.

If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this Bargaining Unit, and the Union notifies the Town of a desire to meet within ten (10) days of its receipt of the Town's notice, the parties will then meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit shall submit the

question to the Illinois State Labor Relations Board. If the inclusion of the proposed classification is agreed to by the parties or found appropriate by the Illinois State Labor Relations Board, the parties shall then negotiate as to the proper rate of pay for the classification, the Town being free to assign a temporary rate pending the resolution of negotiations.

SECTION 1.3- ABOLISHMENT OF JOB CLASSIFICATION

If the Town intends to abolish a job classification within the Bargaining Unit, the Town shall advise the Union of its reasons and how, if at all, the work currently performed by members of the unit will be performed in the future. Abolishment shall be defined as the layoff of all present members of the classification in a department or job title, or the creation of a new department or agency within the Town.

ARTICLE II MANAGEMENT RIGHTS

SECTION 2.1 - TOWN POWERS

The Board of Trustees of the Town of Cicero and its designees, remains and reserves the ultimate responsibility for proper and ongoing management of the Town according to the applicable laws, statutes and ordinances of the Town of Cicero, Cook County, the State of Illinois, and the United States, including, but not limited to the responsibilities for and the right:

- A. To hire all employees and, subject to the provisions of law and this Agreement, to determine their qualifications and the conditions of their continued employment, discipline, dismissal, demotion for just cause and layoff consistent with the provisions of this negotiated Collective bargaining Agreement, layoff, and to promote, assign, and transfer all such employees.
- B. To direct and control the work of its employees, establish reasonable work rules and regulations, determine the time and hours of operation, when overtime shall be worked and determine the levels of service to be provided and the methods and means of providing those services. If the Town decides to contract out the services covered by this Agreement, the Town shall provide the Union written notice of its intent to outsource prior to outsourcing and otherwise adhere to the CBA and applicable Federal and State Laws regarding outsourcing.
- C. To establish, change, combine or abolish job classifications and the job content of any classification consistent with this Agreement.
- D. To establish policies, goals, and objectives based upon the Town's mission; to insure the rights and opportunities of the Town, to determine staffing patterns and to determine the number and kinds of personnel required in order to maintain the efficiency of the operations.

- E. To build, move or modify facilities, establish budget procedures and determine budgetary allocations, determine the methods of raising revenue, and take action on any matter in the event of an emergency.
- F. To delegate authority through recognized Administrative channels, recognizing that the Town normally exercises most of its powers, rights, authorities, duties and responsibilities through the Town President and or his designee of the Administrative Staff.
- G. To negotiate agreement by the parties that all customary and usual rights, powers, functions, authority and responsibilities possessed by management are vested in the Town, and they shall continue to exclusively exercise such rights, powers, functions, authority and responsibilities during the period of this Agreement, and thus to take whatever actions may be necessary or appropriate to carry out the mission of the Town in the sole discretion of the Town. Such action by the Town shall not be conducted in an arbitrary or capricious manner (provided that only rules, regulations, orders and policies that are mandatory subjects of bargaining will be subject to Article 10 Grievance Procedure and Arbitration).

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

SECTION 2.2 - TOWN RESPONSIBILITIES

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Town, 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.

No action, statement, agreement, settlement, or representation made by either party shall impose any obligation or duty or be considered to be authorized by or binding upon the Town unless and until the parties have mutually agreed thereto in writing. Nothing contained herein shall limit the parties' rights to settle grievances in accordance with Article X, "Grievance Procedure."

Nothing contained herein shall be construed to deny or restrict the Town of its rights, responsibilities, and other authority under any applicable law.

ARTICLE III UNION SECURITY

SECTION 3.1 - VOLUNTARY DUES CHECK-OFF

- A. The Town, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the

deduction in an amount certified by the Union, and shall remit such deductions on a monthly basis to the Union. Authorization for such deduction shall be irrevocable, to the extent permitted by law, unless revoked by written notice to the Town and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Town harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Town for the purpose of complying with all Paragraphs of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Town.

- B. The Town shall provide to the Union twice (2) a year the name, address, classification, rate of salary and starting date of the employees in the Bargaining Unit.
- C. Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.
- D. The Town shall provide to the Union twice (2) a year the name, address, classification, rate of salary and starting date of the employees in the Bargaining Unit.

SECTION 3.2 - MAINTENANCE OF MEMBERSHIP

Upon confirmation by the Union that an employee covered by this agreement has authorized check-off of dues, assessments, or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to that employee, unless the union or employee informs the employer that the authorization is revoked by the employee in accordance with the terms set forth on the employee's check-off authorization.

SECTION 3.3 -INDEMNIFICATION

The Union shall indemnify, defend and hold the Town 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 reasons of action taken or not taken by the Town in complying with the provisions of this Article. If an improper deduction is made, the Town shall refund directly to the employee any such amount. A check-off authorization is revocable.

SECTION 3.4 - UNION BULLETIN BOARD

A Union Bulletin Board of reasonable size shall be available for use in an area of the Public Safety 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.

SECTION 3.5 - UNION REPRESENTATIVES

The Town agrees that appropriately designated Union Officials may have access to Bargaining Unit Members. The Union agrees that, in the exercise of such access, it will not interfere with the normal duties of the employees. The Union further agrees that such contact with employees shall take place only during breaks and before or after normal working hours, except in "Unusual" (grievance investigation's by the Union) circumstances.

SECTION 3.6 - UNION SITE VISITATION

Whenever the Union perceives that there is a need to enter upon grounds to determine whether or not an issue exists with respect to working conditions or other appropriate purposes relative to Bargaining Unit Members, the appropriate Union Representative shall contact the Public Safety Director or his designees to schedule such visit. The Town shall not unreasonably deny access. The Union Representative shall adhere to all reasonable restrictions and limitations concerning any access in the Town. The Union will not abuse this right, and such right of entry shall at all times be conducted in a manner so as not to interfere with the Town's normal operations. The Union shall be responsible for keeping the Town continuously informed, in writing, of the names of the Union's authorized representatives. The Town may change or set rules of access, provided any change in current practice shall be reasonable.

SECTION 3.7 - INSPECTION OF PERSONNEL RECORDS

The Town agrees to abide by the "Access to Personnel Records Act, 820 ILCS 40/1 *et seq*, as it may be amended from time to time.

SECTION 3.8 - UNION ORIENTATION

A Union representative shall be provided fifteen minutes access to each Bargaining Unit employee hired by the Town. Such access shall be granted during the first week of hire.

ARTICLE IV NON-INTERRUPTION OF WORK

SECTION 4.1 - INTERRUPTION PROHIBITED

Neither the Union nor any employee of the Bargaining Unit shall engage in or in any way instigate, promote, sponsor, encourage, sanction or condone any strike, slowdown, picketing, boycott or concerted slowdown or stoppage of work or any other intentional interruption which affects the amount or quality of work or the operations of the Town.

SECTION 4.2 - NO PICKETING, NO STRIKES, & NO LOCKOUT

Neither the Union nor any employee covered by this Agreement shall, relative to employment related matters, picket the Town or the homes of the Trustees of the Town, or any elected official or employee, nor shall they in any other way prevent free access to Town's facilities. "Information Only" or "Informational Pickets" or literature may be distributed as long as the Union and/or employee(s) are "off duty (lunch or breaks or not scheduled to work that day)" from the Town and the employee(s) are on their own time. The Town agrees not to Lock out employees covered by this agreement. 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.

SECTION 4.3 - UNION COOPERATION

The Union recognizes the duty and the obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort to induce Bargaining Unit Members to do so. In the event any Bargaining Unit employee(s) engages in any of the activities herein prohibited, the Union agrees, in good faith, to take all necessary steps to induce those employees to cease such action, including, but not limited to disavowing the action and requesting that employees return to work. The Union shall use its best efforts to achieve a prompt resumption of normal operations.

Any employee who violations the provisions of Section 4 shall be subject to discipline, including immediate discharge. Only the issue of whether the employee engaged in such prohibited activity shall be subject to the provisions of the Grievance Procedure set forth in this Agreement. The Town and Union retain all reights set for thin Section 17 of the Illinois Public Labor Relations Act. .

SECTION 4.4 - UNION VIOLATION OF NO STRIKE AGREEMENT

The Union shall be considered to be in violation of this Article IV if it has called, sanctioned, instigated, sponsored, encouraged, condoned, promoted, supported, participated in, approved, or in some way ratified such action. The Union will also be deemed to have violated this Article if it has failed to attempt to bring such work stoppages and actions by its covered members to an end after having been requested by the Town to do so. The Union shall be responsible for any cost associated with this violation.

ARTICLE V DISCRIMINATION/HARASSMENT

SECTION 5.1 - NON-DISCRIMINATION

The Town will continue to provide equal employment opportunity for all Community Service Officers as required by law. Neither the Town nor the Union shall discriminate against any employee on the basis of sex, sexual orientation, race, color, national origin, ancestry, citizenship status, marital status, military status, parental status, age, religion, physical or mental disability (actual or perceived and unrelated to ability to perform the job), or Union activity, in violation of applicable laws.

The Town will continue its commitment to maintain a work environment free from prohibited forms of harassment. The Union and/or Bargaining Unit Members who observe or suspect discrimination should immediately report it to the Town or Union Representative, in writing for investigation prior to anyone else, pursuant to any Town Personnel Procedures with respect to allegations of discrimination and reports of the same.

Any employee covered by this Agreement who refuses to cooperate, or interferes, with a Town investigation of allegations of discrimination may be subject to discharge up to and including termination.

The Town and the Union also agree not to interfere with the right of any employee covered by this Agreement to become, or to refrain from becoming, a Member of the Union.

The Town and the Union agree that there shall be no discrimination by either party against any employee of the Town arising from membership or non-membership in the Union.

All employees covered under this Agreement shall abide by any and all Town policies and/or procedures concerning discrimination allegations and investigations thereof. If an employee experiences or witnesses any conduct he or she believes is inconsistent with the Town's anti-harassment policies, the employee shall immediately notify: (1) his or her Department Head, and/or (2) the Director Human Resources.

An alleged violation of this Section is not subject to the grievance procedure.

SECTION 5.2 - SEXUAL HARASSMENT

- A. The Town is committed to maintaining a work environment that encourages and fosters appropriate conduct among employees and members and respect for individual values and sensibilities. Accordingly, the Town intends to enforce its Sexual Harassment Policy at all levels within the work place in order to create an environment free from discrimination of any kind, including sexual harassment.
- B. Sexual harassment affects the victim and other employees as well. Sexually oriented acts or sex based conduct have no legitimate business purpose.
- C. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical acts of a sexual or sex-based nature where:
 - a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
 - b. An employment decision affecting an employee is based on that individual's acceptance or rejection of such conduct; or
 - c. Such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
- D. Prohibited acts of sexual harassment can take a variety of forms from subtle pressure for sexual activity or contact to physical contact. At times the offender may be unaware that his or her conduct is offensive or harassing to others. Examples of conduct which could be considered sexual harassment include:
 - a. Unwelcome or unwanted advances or physical contact, including sexual advances. This includes a wide range of behaviors, such as touching, pinching, patting, hugging, kissing, cornering, fondling, and brushing up against;
 - b. Unwelcome requests or demands for dates or sexual favors, whether or not accompanied by implied or stated promises of preferential treatment or negative consequences concerning employment opportunities or status.

All employees covered under this Agreement shall abide by any and all Town policies and/or procedures concerning sexual harassment allegations and investigations thereof. If an employee experiences or witnesses any conduct he or she believes is inconsistent with the Town's anti-harassment policies, the employee shall immediately notify: (1) his or her Department Head, and/or (2) the Director Human Resources.

An alleged violation of this Section is not subject to the grievance procedure.

ARTICLE VI MANAGEMENT-LABOR MEETINGS

SECTION 6.1 - MANAGEMENT-LABOR MEETINGS

The Town and the Union mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union Representatives and Authorized Representatives of the Town. Such meetings may be requested at least seven (7) calendar days in advance, or less if necessary, by either party by placing in writing a request to the other for a "Management-Labor Meeting" and expressly providing the agenda for such a meeting. Such meetings and locations shall be limited to:

- A. Discussion on the implementation and general administration of this Agreement.
- B. A sharing of general information of interest to the parties.
- C. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Town, which may affect employees of the Bargaining Unit.

SECTION 6.2-ATTENDANCE AT MANAGEMENT-LABOR MEETINGS

Attendance at Management-Labor Meetings shall be mandatory for both the Town and the Union. Attendance at such a meeting shall not interfere with required duty time, and attendance, if during duty time, is permitted only upon reasonable notice to and prior approval of the employees' Supervisor. Supervisors shall approve attendance subject to emergency and manpower needs of the Department. Employees attending a Management-Labor Meeting while on duty shall suffer no loss in pay during approved attendance. Employees attending a Management-Labor Meeting while off duty shall not be paid for his/her time at the meeting. Employees attending such meetings shall be limited to two (2).

SECTION 6.3 - MEETINGS EXCLUSIVE OF GRIEVANCE PROCESS

It is expressly understood and agreed that such meetings shall be exclusive of the Grievance Procedure. Grievances being processed under the Grievance Procedure shall not be considered at "Management-Labor Meeting," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings, unless mutually agreed upon in writing by both sides.

ARTICLE VII EMPLOYEE RIGHTS

SECTION 7.1- UNION REPRESENTATION

At any meeting between the Town and an employee in which the employee may be disciplined, including disciplinary investigations, where discipline is to be discussed, or when an employee reasonably believes he may be disciplined a Union representative shall be present.

SECTION 7.2 - PERSONAL ASSETS

No employee shall be required or requested to disclose any item of his/her property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his/her family or household) unless such information is necessary in an internal investigation with regards to the employee's assets and/or allegation of theft or bribery, or otherwise permitted by law.

SECTION 7.3 - INSPECTION OF PERSONNEL FILES; RELEASE OF INFORMATION

Personnel files kept by the Town on all Community Service Officers shall be regarded as confidential and information contained in these files shall not be made available to public or private agencies or to the news media or to credit reporting services or other such agencies without the express consent of the employee involved, unless otherwise required by law, except to the extent that the Town may verify an employee's employment status, employment dates, and salary.

The Town shall, in conformance with the "Illinois Personnel Record Review Act," 820 ILCS 4011 *et seq.*, upon request in writing by a Community Service Officer, permit the employee to inspect any personnel documents which are, have been or are intended to be used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action, except an employee shall not be permitted to inspect certain documents, including but not limited to the following:

- I. Letters of reference;
2. Any portion of a test document, except that the Officer may see a cumulative total test score for either a section of or the entire test document;
3. Materials relating to the Town's staff planning where the materials relate to or affect more than one Officer, provided, however, that this exception does not apply if such materials are, have been or are intended to be used by the Town in determining an individual Officer's qualifications for employment, promotion, transfer, or additional compensation, or in determining an employee's discharge or discipline;
4. Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy;
5. Records relevant to any other pending claim between the Town and the employee which may be discovered in a judicial proceeding;

6. Investigatory or security records maintained by the Town to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the Town's property, operations, or business or could by the employee's activity cause the Town financial liability, unless and until the Town takes adverse personnel action based on information in such records.

The Town shall permit two (2) inspection requests by an employee covered by this Agreement in a calendar year.

The Town shall provide the employee with the inspection opportunity within ten (10) calendar days after the employee makes the request or if the Town can reasonably show that such deadline cannot be met, the Town shall have an additional ten (10) calendar days to comply.

The inspection shall take place at a location reasonably near the Town's Human Resources Department and during normal working hours or at a place other than where the records are maintained if that time or place would be more convenient for the employee.

No employee covered under this Agreement shall be permitted to remove any part of such personnel records or any part of such records from the place where such records are made available for inspection.

If an employee demonstrates that he or she is unable to review his or her personnel records at the inspection site, the Town shall, upon the employee's written request, mail a copy of the requested record to the employee, at the employee's expense.

After reviewing his or her records, a Community Service Officer may obtain a copy of the information or part of the information contained in his/her personnel record, at his/her expense.

The Town agrees to abide by the "Illinois Personnel Record Review Act," 820 ILCS 40/1 *et seq.*, as it may be amended from time to time.

SECTION 7.4 - NOTIFICATION OF COMPLAINT

All employees who have been identified as the subject of a registered complaint will be notified of such, except if the matter involves an investigation where surveillance or confidentiality is necessary to complete the investigation, pursuant any Town policies and procedures for investigating employee complaints and misconduct, including but not limited to, any policies and procedures adopted or used by the Town's Office of the Inspector General and any policies or procedures contained in the Town's Employee or Personnel Handbook. This Section shall not apply to any order of a federal or state court, grand jury or prosecutor, where the matter involved is under criminal investigation and the Town is directed not to reveal the complaint or investigation.

SECTION 7.6 - UNION MEETINGS

The Union shall have suitable space on the Town's premises for monthly Union meetings at a convenient work location, provided that such meetings shall not interfere with service to the public or the performance of any duties and shall be subject to reasonable rules of the Town for the use of its facilities.

SECTION 7.7 - GRIEVANCE PROCESSING

Reasonable time while on duty shall be permitted Union representatives including stewards, if selected, for the purpose of aiding or assisting or otherwise representing employees in the

handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. Stewards shall not unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisor in advance of their intention to handle or process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

SECTION 7.8- NEGOTIATING TEAM

Employees designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay.

SECTION 7.9 -TIMES OFF FOR UNION ACTIVITIES

At the Union's request, Stewards and/or Union Representatives shall be allowed time off without pay for legitimate Union business, such as Union meetings, committee and/or Town meetings, training sessions or conferences. Nothing shall prevent an employee from using any accumulated time to cover such absences.

Requests for such time off shall be granted upon reasonable notice, pursuant to any Town policies or procedures applicable to requests for time off, unless an employee's absence would interfere with the operating needs of the Town. Such requests shall not be unreasonably denied.

A reasonable number of elected delegates, up to two (2), will be permitted to attend a State or National Convention once, every three (3) years, without loss in pay for the time spent en-route to and from, and attending, the Convention, up to two (2) days for State Conventions and up to five (5) days for National Conventions. The union shall reimburse the Town for all authorized leaves for Union Activities. Such time off shall not be detrimental in any way to the employee's record.

If a Bargaining Unit Member is elected or appointed to a Union official position, he/she shall remain on the active payroll status, continue to accrue seniority but will not be paid their hourly wage rate or receive any benefit defined by the collective bargaining agreement.

Any employee(s) chosen as Delegates to attend a Service Employee International Union Seminar or meeting shall be allowed use of available time off options, if any, to attend any such seminars or meetings.

Employees who are acting in the role of Union Leadership shall, at the Town's discretion and only after giving appropriate notice to the Town, be allowed reasonable time off, with pay, during working hours to attend meetings between the Union and the Town (or its designee). In a grievance hearing the grievant shall have the right to be present during the entire proceeding at no loss of pay, along with Union staff representatives and an attorney.

SECTION 7.10 - DISTRIBUTION OF UNION MATERIAL

The Union may distribute Union literature on Town property, provided there is no interference with Town operations. No one shall be allowed to distribute Union materials in a manner, which disrupts employees during the performance of their duties. The material so distributed shall not be of an inflammatory, derogatory, accusatory nature.

ARTICLE VIII DRUG AND ALCOHOL POLICY

SECTION 8.1 - DRUG AND ALCOHOL TESTING POLICY

Bargaining Unit Members shall be covered by the Town's Drug and Alcohol Testing Policy as set forth in "Appendix A," as it may be amended from time to time. Any Employee discipline that results from the implementation of the Town's Drug and Alcohol Testing Policy is subject to Article IX (Discipline) and may be grieved in accordance with the provisions of Article X (Grievance Procedures).

SECTION 8.2 - DRUG TESTING UPON EFFECTIVE DATE OF THIS AGREEMENT

All members of the Bargaining Unit who are employed by the Town as of the effective date of this Agreement by the parties must submit to drug testing within thirty (30) days of the effective date of this Agreement.

ARTICLE IX DISCIPLINE

SECTION 9.1 - DISCIPLINE AND DISCHARGE

Except as provided herein, no non-probationary Bargaining Unit Member covered by the terms of this Agreement shall be suspended without pay, relieved from duty without pay, or disciplined in any manner without just cause.

SECTION 9.2 - SEVERE INFRACTIONS

The Town shall adhere to the principles of progressive discipline, wherever possible, except for severe infractions which may lead to immediate discharge or suspension on the first offense without resorting to progressive discipline, including but not limited to, the following:

- a. Theft or misuse of Town property or property of other employees or members;
- b. Falsification of Town documentation;
- c. Failure to return to work at the conclusion of a leave of absence, including Family and Medical Leave Act leave;
- d. Unauthorized absence from work for a period exceeding three (3) consecutive days;
- e. Fighting on the job, physical violence or the threat of physical violence;
- f. Being under the influence of illegal substances on the job;

- g. Insubordination or refusal to perform assigned work;
- h. Disclosure of confidential Town information to parties who are not authorized to receive such information with the exception of the State and Federal Whistle Blowers Acts;
- i. Breach of the duty of loyalty to the Town;
- J. Interfering, or refusing to cooperate, with a Town internal investigation of employee misconduct;
- k. Repeatedly filing false or unsubstantiated internal complaints or allegations of misconduct against other Town employees;
- I. Unauthorized use of Town property, equipment and/or resources for personal purposes;
- m. Excessive absenteeism or tardiness;
- n. Unexcused periods of absence during working hours;
- o. Creating unsafe working conditions;
- p. Insubordination;
- q. Fraud in securing employment;
- r. Falsifying time sheets or work records;
- s. Assault on a fellow employee or patron;
- t. Violation of any regulations, rules or procedures which relate to the conduct of employees of the Town;
- u. Violations of the Town's anti-discrimination and/or sexual harassment policies;
- v. Violations of the Town's Drug and Alcohol Testing Policy;
- w. Violation of a Town ordinance, or County or State or Federal law; or Department policy or rules and regulations, so long as such rules and regulations have been previously reduced to writing and distributed to, posted or otherwise made available to all Community Service Officers covered by this Agreement.

SECTION 9.3 - PROGRESSIVE DISCIPLINE

Discipline will be handled on a case-by-case basis, depending on the severity of the offense and may range from a written warning to termination. The level of discipline imposed shall match the severity of the offense committed and in any appropriate circumstance one or more steps in the process may be skipped. Discipline commensurate with the offense, up to and including immediate termination, shall be imposed for more serious offense(s). Discipline shall include but not be exclusive of the following progressive steps of priority:

- (A) Oral warning with documentation of such filed in the Employee's personnel file;
- (B) Written reprimand with copy of such maintained in the Employee's personnel file and which must be acknowledged as received by the Employee by signature;
- (C) Suspension without pay with documentation of such maintained in the Employee's personnel file, with copy sent to Union office and which must be acknowledged as received by the Employee by signature. If the employee refuses to sign such refusal will be noted on the signature line;

- (D) Discharge with documentation of such maintained in the Employee's personnel file, with copy sent to Union office.

The Town has the right to skip the progressive discipline steps when the severity of the infraction warrants the same.

Bargaining Unit Members shall have the right to have a union representative present, if requested by the employee, at all meetings held with them in order to investigate or administer disciplinary action.

The appeal of disciplinary disputes shall be processed through the provisions found in Article X. Oral and written reprimands shall be considered final and cannot be appealed or grieved.

SECTION 9.4 - NOTICE OF DISCIPLINE

Except in the case of an oral warning, the Town shall provide the Employee with a written notice of the discipline imposed and the reasons therefore.

SECTION 9.5 - SUSPENSIONS OF TWO (2) DAYS OR LESS

Suspensions for a period of two (2) working days or less than two (2) working days shall not be grievable.

SECTION 9.6 - SUSPENSION OF THREE (3) DAYS OR MORE

Prior to imposing discipline of the level of a suspension of three (3) working days or greater, the Town shall meet with the employee and advise the employee, in writing, of the nature of the discipline to be imposed. At that meeting, the Employee may present a rebuttal to the proposed discipline, and may request the presence of a Union representative to advise the Employee.

SECTION 9.7 - SUSPENSION PENDING INVESTIGATION

The Town may suspend an employee, with pay, pending an investigation and decision as to whether to impose discipline or to discharge the employee. A suspension pending investigation shall not be considered to be a disciplinary action.

SECTION 9.8 - USE AND DESTRUCTION OF FILE MATERIAL

Disciplinary Investigation Files will be not used two (2) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless a pattern of similar infractions exists within two (2) years of the date of the incident.

SECTION 9.9 - RULES, REGULATIONS, POLICIES AND PROCEDURES

The Union recognizes that all Bargaining Unit Members employed as of the date of execution of this Agreement have a copy of all Town and Safety Department rules, regulations and procedures that pertain to Bargaining Unit work and the specific duties of Community Service Officers. For all Bargaining Unit Members hired on or after the date of execution of this

Agreement, the Town agrees that within sixty (60) days following the signing of this Agreement, unless it has already done so, the Department Head or his designee will prepare and distribute to all covered Community Service Officers, copies of all Town and Department rules, regulations, policies and procedures that pertain to the duties of Community Service Officers. Bargaining Unit Members will sign a cover sheet indicating that he/she has received the materials. If subsequent updating of these materials becomes necessary, Bargaining Unit Members will be provided with a copy of the updated materials. In the event that any Town 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 GRIEVANCE PROCEDURE

SECTION 10.1 - OBJECTIVE

It is the objective of the Town and the Union to encourage the prompt resolution of grievances of both the Town and the Union's Bargaining Unit Members covered by this Agreement as they arise, and to provide recourse to orderly procedures for the satisfactory adjustment of grievances.

SECTION 10.2 - GRIEVANCE DEFINED

A grievance shall mean a written complaint by an employee, a group of employees or the Union, that there has been a violation of the specific and express terms of this Agreement. Nothing herein shall prohibit the Town from filing a grievance against the Union regarding any claim that there has been a violation of a specific provision of this Agreement by the Union or its designees.

SECTION 10.3-PRE-GRIEVANCE CONSULTATION

The Town and the Union agree that a number of potential grievances may be avoided if the affected employee and the appropriate supervisor are able to discuss and resolve problems by these means. There may be occasions, however, when the employee believes that, although the defined problem might be resolved by such discussion, the employee would prefer that a representative of the Town and a representative of the Union hold such consultations and discussions on an informal basis.

In such cases, the employee may contact either the affected Union Steward or the Business Agent to set forth the problem area. Thereupon the Union Representative shall contact the Town.

If both parties agree to conduct a pre-grievance consultation, it shall be held within five (5) working days after the Union representative contacts the Town to request the same, or at a later time if agreed to by the parties. The content of these discussions shall not be used in the processing of grievances. If the potential grievance is not resolved by this procedure, then, in that event, the filing of a grievance in Step **1** set forth below shall commence.

The time limit for filing a grievance provided for in Section 10.4 and 10.10 hereof shall be tolled until the pre-grievance consultation is held, and shall commence on the first working day thereafter. A pre-grievance consultation must be requested within ten (10) working days after the grievant had knowledge, or should have had knowledge of the alleged violation giving rise to the grievance.

SECTION 10.4 - PROCESSING OF GRIEVANCE

Grievances shall be processed only by the Union on behalf of an Employee or on behalf of a group of Employees or itself setting forth name(s) or group(s) of the Employee(s). The Grievant or one Grievant representing a group of Grievants shall be present at every step of the grievance procedure, and the Employee is entitled to Union representation at each and every step of the grievance procedure if requested. The resolution of a grievance filed on behalf of a group of Employees shall be made applicable only to those Grievants with whom settlement/resolution is reached.

SECTION 10.5 - GRIEVANCE STEPS

STEP ONE: The employee covered by this Agreement or the Union, in the case of any Union grievance, shall submit to his/her supervisor the grievance in writing in writing within ten (10) calendar days of the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. Probationary employees, if any, are excluded from this Article and no grievances may be filed by or on behalf of such employees.

The grievance shall be signed and dated by the grievant and shall set forth a statement of relevant facts, the provision or provisions of the Agreement allegedly violated, and the relief requested on a form provided by the Union and approved by the Town, as attached hereto as "Appendix B." An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

The Supervisor, or his designee, shall then attempt to adjust the matter and shall respond in writing within ten (10) calendar days of receipt of the grievance.

No grievance shall be entertained or processed unless it is submitted in writing as set forth above within ten (10) calendar days after the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

STEP TWO: If the grievance remains unresolved as between the parties after the written response in Step One is received by the grievant, and if the grievant desires to appeal the grievance, the grievant shall within five (5) working days of receipt of the written response, present the grievance in writing to the Director (or his designee) of the employee's department, giving specific reasons for rejecting the response in Step One. The Director (or his designee), may, in his discretion, schedule a conference within five (5) working days of receipt of the

appeal to discuss the grievance. If resolution is reached by five (5) working days of receipt of the appeal.

STEP THREE: If the grievance remains unresolved as between the parties after Step Two and if the Grievant desires to appeal the grievance, the Grievant shall within five (5) working days of receipt of the response in Step Two, present the grievance in writing to the Town President (or his designee), giving specific reasons for the Union's rejection of the Department director's answer at Step Two above. The Town President (or his designee) shall respond to the grievance appeal in writing within five (5) working days of receipt of the appeal.

STEP FOUR: If the grievance is not settled in Step Three, the matter may be referred by the Union only for arbitration by written request made by the Union ten (10) working days of the Town's response in Step Three. Arbitration shall proceed in the following manner:

SECTION 10.6 - SELECTION OF THE ARBITRATOR

The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the American Arbitration Association or Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt of such list, each party shall alternately strike a name from the list until there is only one name. The decision as to which party strikes the first name shall be resolved by coin toss. The person remaining shall be the arbitrator. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the Town and Union representative.

SECTION 10.7 - AUTHORITY OF THE ARBITRATOR

Neither the Town nor the Grievant shall be permitted to assert any grounds before the Arbitrator which were not previously disclosed in writing to the other party. The Arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from or change the provisions of this Agreement, applicable work rules or any applicable Town Policy. The parties shall have the right to request the arbitrator to issue subpoenas compelling the attendance of witnesses and the production of documents. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Town which are, under law, applicable court decisions, or pursuant to this Agreement, granted to the Town.

The Arbitrator shall submit a decision and award in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The parties may agree to waive this requirement. The Arbitrator's decision will be based solely

on the interpretation of the meaning or application of the specific terms of this Agreement, Town Policy, or Applicable Work Rules involved with facts of the Grievance presented.

Any decision and award of the arbitrator rendered within the limitations of this Section shall be **final and binding** on the Union, the Town, the grievant(s), and all employees covered by this Agreement. The arbitrator's decision is subject to review only in accordance with the terms of the Illinois State Labor Relations Act.

SECTION 10.8 - IMPLEMENTATION OF THE DECISION

The Town will have sixty (60) days from the date of the Arbitrator's decision to implement the decision, unless the parties agree otherwise in writing.

SECTION 10.9- EXPENSE OF THE ARBITRATION

The fees and expenses of the Arbitrator shall be paid by the losing party, however, in cases in which a grievance is denied in part and granted/sustained in part, the fees and expenses of the Arbitrator shall be divided equally between the Town and the Union. Each party shall be responsible for compensating its own representatives, witnesses, and attorneys.

In the event that the Arbitrator does not request a transcript and a party to the Grievance desires and requests a transcript of the proceedings, that party shall bear the full cost of such transcript. If both parties request a transcript, the cost will be equally divided. All other expenses shall be borne solely by the party incurring them.

SECTION 10.10 - SETTLEMENTS AND TIME LIMITS

Any grievance not filed within the time limits specified in this Article, will be considered waived. If the Town fails to respond within the required time limits, the grievance shall automatically be moved to the next step. The parties may, in any individual case (except discharge cases), extend these time limits by mutual written agreement.

SECTION 10.11 - TIME IS OF THE ESSENCE

The parties agree that the objective of time limits as provided for herein is to effectuate a final conclusion of the subject matter of the Grievance. In regard thereto, the parties specifically declare and agree that time is of the essence in the performance of all obligations pursuant to this Article and the Sections contained therein.

The parties, however, understand and agree that time limits may be extended through the execution of a mutually agreed upon written agreement.

SECTION 10.12 - MISCELLANEOUS PROVISIONS

- A. All disputes arising under this Agreement shall be resolved either by mutual Agreement or through the grievance procedure. Concerning matters arising outside

of the provisions of this Agreement, whenever applicable, employees shall utilize any other channels, including the Town's personnel or employment policies and procedures where applicable, for amelioration of complaints or disagreements not specifically covered by any provisions of this Agreement.

- B. Nothing contained in this Article shall prevent the Town and the Union from settling an alleged Grievance to their mutual satisfaction prior to the issuance of the Arbitrator's Decision.
- C. Conferences, meetings, and hearings held pursuant to the Grievance Procedure shall be set by mutual agreement.
- D. The appeals and answers provided at each Step of the grievance procedure shall be in writing and shall fully set forth the reasons therefore.
- E. Attendance at meetings and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses, resource people required by either party and legal counsel for the parties. These meetings shall be scheduled at a time and place mutually agreeable to the Town and the Union.

No employee entitled to be present shall suffer loss of pay because of participation in this grievance procedure if such meeting/hearing is during the employee's regularly scheduled shift. If the employee attends such meeting/hearing while the employee is off duty, the employee is not entitled to pay.
- F. Any grievance settled shall be a precedent, unless agreed otherwise.
- G. When the Union files a grievance involving an individual union member or a group of union members, such grievance shall be signed by an authorized representative of the union.
- H. All individuals who file a grievance shall sign such grievance.
- I. Nothing contained in this Article or elsewhere in this Agreement shall be construed to deny to the Town, the Union or any employee, their rights under applicable law or resolutions, rules or regulations having the force and effect of law.
- J. The Union and the Town agree that, in order to further their mutual goal of resolving grievances at the lowest practical level of the grievance procedure, sharing of relevant information is required.

SECTION 10.13 - SUSPENSIONS OF OVER THIRTY (30) DAYS AND DISCHARGES

In the event the Union intends to seek arbitration of any suspension of thirty (30) days or more or any discharge, the Union shall notify the Town in writing, within fifteen (15) working days that the Union requests final and binding arbitration of the recommended suspension or discharge.

The Union shall submit its written request for binding arbitration to the affected to the Department Head or the Town President.

The arbitrator shall conduct a hearing within sixty (60) days of being notified by the parties of his/her selection, and the arbitrator shall submit his/her decision within thirty (30) days following the close of hearing, unless the parties mutually agree otherwise.

ARTICLE XI INDEMNIFICATION

SECTION 11.1 - INDEMNIFICATION

The Town shall be responsible for holding employees harmless from and payment for damages which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement, arising out of or related to the performance of their duties as an agent of the Town, subject to the conditions set forth in Section 11.3 of this Article, pursuant to Illinois Compiled Statutes ILCS 5/1-4-5.

SECTION 11.2 - LEGAL REPRESENTATION

In an action in which an employee is being sued for action or inaction related to his/her employment at the town, the Town shall have the right to intervene in the suit against the employee, shall be permitted to appear and defend, and otherwise control the litigation.

Employees shall have Legal Representation provided by the Town in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

SECTION 11.3 - EMPLOYEES TO COOPERATE

Any employee who is made a party defendant to any action in which the employee is being sued for action or inaction related to his/her employment at the Town shall, within ten (10) days of service of process upon him/her notify the Town of the institution of such action. Such notice shall be in writing. The notice shall include a copy of the process served.

Employees shall be required to cooperate with the Town during the course of the investigation, administration and/or litigation of any claim arising under this Article XI.

The Town shall provide the protections set forth in Sections 11.1 and 11.2, so long as the employee was acting within the scope of his/her employment and where the employee cooperates, as defined in Section 11.3, with the Town in defense of the action or actions, claim or claims.

SECTION 11.4 - TOWN RESPONSIBILITY

In case any injury to the person or property of another is caused by the performance of his or her duties, the Town shall indemnify the employee for any judgment recovered against him/her as a

result of such injury or damage, except for the injury or damage which results from willful or intentional misconduct by the employee, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-4-6.

Any employee who, at the time of performing such action who was made a party defendant to any action shall, within ten (10) calendar days of service of process upon him, notify the Town of such action. The notice shall include a copy of the process served. The Town shall have the right to intervene in the suit, and shall be permitted to appear and defend, and otherwise control the litigation. The duty of the Town to indemnify any such employee for any judgment recovered against him shall be conditioned upon (a) receiving notice of the filing of any such action in the manner and form herein above described and (b) Employees shall be required to cooperate with the Town during the course of the investigation, administration, or litigation of any claim arising under this Article.

SECTION 11.5 - COOPERATION

Employees shall be required to cooperate with Town during the course of the investigation, administration or litigation of any claim arising under this Article, and any internal investigation conducted by or on behalf of the Town.

SECTION 11.6 - EXPEDITED ARBITRATION

Grievances alleging a violation of this Article may be initiated at Step Four (4) of the grievance procedure. In arbitrations there under, unless the parties agree otherwise, hearing shall commence within thirty (30) days of the selection of the arbitrator, and the arbitrator shall issue his award in writing within fifteen (15) days following the close of the hearing; the full written decision of the arbitrator may be issued within thirty (30) days of the close of the hearing.

ARTICLE XII EMPLOYEE COMPENSATION

SECTION 12.1 - WAGE RATES AND INCREASES

SECTION 12.1 – WAGE RATES AND INCREASES

All Bargaining Unit Members shall receive wage increases in conformance with the below schedule:

January 1, 2020 through December 31, 2020

Effective January 1, 2020, all Bargaining Unit Members employed as of the effective date of this Agreement will receive an hourly wage increase of two and a quarter percent (2.25%).

January 1, 2021 through December 31, 2021

Effective January 1, 2021, all Bargaining Unit Members employed as of the effective date of this Agreement will receive an hourly wage increase of two and a half percent (2.5%).

January 1, 2022 through December 31, 2022

Effective January 1, 2022, all Bargaining Unit Members employed as of the effective date of this Agreement will receive an hourly wage increase of two and a half percent (2.5%).

January 1, 2023 through December 31, 2023

Effective January 1, 2023, all Bargaining Unit Members employed as of the effective date of this Agreement will receive an hourly wage increase of two and a half percent (2.5%).

*Base wage increases shall be paid retroactive for all active employees in the bargaining unit as of the date of execution of the CBA. No other economic item shall be retroactive.

SECTION 12.2-PAYMENT FOR STATE CERTIFICATION TRAINING

The Town agrees to compensate all Bargaining Unit Members for time spent in required State of Illinois certification training, up to eight (8) hours per day. If the employment of any Bargaining Unit Member who received state certification training paid for by the Town is severed by the employee (for any reason) or Town (for just cause) within one (1) year after the employee obtained the certification, that employee shall be required to reimburse the Town 50% of the original cost of the training to the Town.

SECTION 12.3 - CERTIFICATION PREMIUM PAY

Bargaining Unit Members shall be eligible for "Certification Premium Pay" as follows:

When an employee achieves one (1) certification for job-related training, that is recognized, and approved by the Town, the employee will receive an additional ten cents \$0.10 per hour of "certification premium pay" added to his/her base wages; and twenty cents \$0.20 per hour added to his/her base wages for two (2) approved certifications. The Town reserves the right, in its sole discretion, to determine which certificates qualify an employee for premium pay pursuant to this Agreement.

- (a) The continued payment of the above premiums is subject to the employee's maintenance of the certification. If an employee does not maintain the certification, the Town has full authority to reduce his/her wages by amount of premium pay he/she received (ten or twenty cents), upon thirty (30) days written notice to the employee. Such reduction in pay shall not be grievable under this Agreement.
- (b) The employee will be paid the certification premium pay prospectively only after submission of the certificate(s) to the Town and written approval by the Town of certification premium pay. No retroactive payments will be made.

SECTION 12.4 - TRAINING STIPEND

If a Bargaining Unit employee is designated by the Town as a "Trainer", at the Town's sole discretion, he/she shall be paid a one-time training stipend of two-hundred and fifty dollars

(\$250.00) for all the training administered to new employees. Said stipend shall not be added to the employee's base pay, but paid as a separate check annually on the employees first regular payday in December.

SECTION 12.5-TASKFORCE PAY

Any Bargaining Unit Member assigned to work for the Town's Save Our Streets ("S.O.S.") Task Force shall receive an additional fifty cents (\$0.50) for each hour worked on the Task Force during a calendar year(s) ohhis Agreement. Said payment will be made bi-annually during each calendar year of this Agreement. Such pay shall not be added to the employee's base pay, but paid as a separate check bi-annually on the employee's first regular payday in June and in December.

SECTION 12.6- WORKING OUT OF CLASSIFICATION PAY

Effective the date of execution of this Agreement, if a Bargaining Unit Member is assigned to work: (1) in the Police Department Lockup and perform Lockup duties, or (2) at the Police Department Front Desk for four (4) hours or more during his/her work shift, then he/she shall receive an extra \$1.00 per hour for each hour so assigned.

ARTICLE XIII HOURS OF WORK AND OVERTIME

SECTION 13.1 - PURPOSE OF ARTICLE

This Article is intended as a basis of establishing hours of work and overtime pay.

SECTION 13.2 -PROBATIONARY PERIOD

All Bargaining Unit Members shall be on probationary status shall be for a period of one (1) year from the date of commencement of service, regardless of any prior service in any capacity with the Town. Probationary employees may be disciplined or discharged as exclusively determined by the Town and such Town action shall not be subject to the grievance procedure for just cause.

SECTION 13.3 - HOURS OF WORK

A part-time employee's normal work day shall consist of a minimum of four (4) consecutive hours of work. A part-time employee shall normally work 1,560 hours per year or less. A regular part time shift shall consist of eight (8) consecutive hours of work.

SECTION 13.4 - BREAKS

Employees shall be entitled to a fifteen (15) minute break for every four (4) hours worked, up to a maximum of two (2) breaks in one shift, provided that the shift worked is at least five (5) hours

long Employees may also take a meal break of thirty (30) minutes, in addition to the fifteen (15) minute breaks, provided that the shift worked is at least eight (8) hours.

SECTION 13.5- SHIFT SPLITS

A work shift consisting of eight (8) consecutive hours may be split by Bargaining Unit Members, by mutual agreement and approval of the employee's supervisor or the Department Head, as long as the shift is covered and does not put an employee in overtime per Section 13.8.

SECTION 13.6 - RELIEF FROM DUTY

1. At no time will any employee leave his/her place of duty without proper relief or permission granted by the Supervisor. This includes the failure of a properly appointed relief person to arrive on time or at all.
2. At no time will any employee leave the Town without permission granted by the Supervisor. .

SECTION 13.7 - NO PYRAMIDING

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

SECTION 13.8 - ASSIGNMENT OF OVERTIME

At the discretion of the Supervisor, overtime may be offered to employees assigned to the shifts before and after the shift during which the need for overtime exists. If these employees decline the overtime offer, employees will be called on a "Rotating Seniority Basis," if no employee accepts the overtime offer, the Supervisor will assign the overtime to the least senior member of the Department who is qualified to perform the work.

This procedure may be waived in emergency situations, or by written agreement between the parties.

SECTION 13.9- OVERTIME COMPENSATION

All hours worked by Bargaining Unit Members in excess of eight (8) hours per work day or fully (40) hours per work week (calculated Sunday through Saturday) shall be compensated at the overtime rate of one and one half (1-1/2) times the employee's regular hourly rate of pay. Overtime shall be earned in minimum increments of fifteen (15) minutes each.

SECTION 13.10 - CALL BACK

The term "Call Back" is defined as an official assignment of work which does not immediately precede or follow an employee's regularly scheduled Working Hours. Employees reporting back to work under the definition of "Call Back" shall be compensated at a minimum of two (2) hours

at the appropriate their pay rate. No Call Back shall be compensated unless such Call Back has been approved by a Supervisor.

SECTION 13.12 - COURT TIME

Employees required to attend court, for work-related matters stemming from the performance of their duties as an employee or agent of the Town, on their off duty time shall be compensated at the overtime rate with a minimum of two (2) hours or actual hours spent in court, whichever is greater.

Section 13.13 - Minimum Shifts

Part-time employees are required to work a minimum of at least three (3) eight-hour (8-hr) shifts per calendar week aggregated over three (3) twenty-eight (28) day "police periods." In the event of emergent or extenuating circumstances beyond the employee's control, or the employee's own serious illness, which prevents the employee from working a shift(s) for a period of less than thirty (30) consecutive days, the Superintendent of Police will determine on a case by case basis whether the minimum part-time work shifts in this Section 13.13 shall be prorated or reduced.

ARTICLE XIV SAFETY ISSUES

SECTION 14.1- SAFETY MEETINGS

The Director or his/her Designee will meet with the Union to discuss safety issues. Meetings with the Union may be called by either party, which will be submitted in writing by the party calling the meeting.

Any report or recommendation which may be prepared by the Union, or Designee(s) of the Director, as a direct result of these meetings, will be in writing and copies submitted to the Director and the authorized Representative of the Union.

SECTION 14.2 - DEFECTIVE EQUIPMENT

No employee shall be required to use any equipment that has been designated by 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 employee will notify his/her supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle. The Town reserves the right, in its sole discretion, to determine whether a vehicle or equipment is defective.

SECTION 14.3 - REPLACEMENT OF PERSONAL PROPERTY

The Town agrees to repair or replace as necessary the watch, corrective lenses and prescription sun glasses of an employee covered under this Agreement if such are damaged or broken during

the course of the employee's duties while the employee is required to exert physical force or is attacked by another person. Incidents are to be documented with the employee's immediate supervisor. With the exception of corrective lenses and prescription sunglasses, each occurrence shall be limited to a reasonable amount not to exceed \$100.00 per occurrence and a maximum of \$500 per twelve (12) month period beginning the date of the first reported occurrence.

ARTICLE XV

LEAVES OF ABSENCE

SECTION 15.1- BEREAVEMENT LEAVE

In the event of a death of any member of an employee's immediate family, the employee shall be entitled to up to three (3) consecutive calendar days leave with pay for the purpose of attending the funeral, including such related events as a wake or visitation. If additional days are requested by the employee, they may be approved at the sole discretion of the Department Head. As denial of additional days shall not be subject to Article X, Grievance Procedure.

"

The term "Immediate Family" shall be defined as: Spouse, Children, Step-children, Parents, Grandparents, Spouse, Brothers, Sisters, Grandchildren, Mothers-In-Law, Fathers-In-Law, Brothers-In-Law, Sisters-In-Law, or any relative or dependent (as defined by the **IRS**) living in the employee's household and comparable relatives in the spouse's family.

In the event of the death of a co-worker or any member of the immediate family of a co-worker, employees requesting to be excused from work shall, at the sole discretion of their Supervisor, be so excused without pay so that such employees might attend said funeral.

SECTION 15.2 - JURY DUTY LEAVE

All employees summoned as jurors shall promptly notify their immediate Supervisor following receipt of such summons. The employee shall show the summons to the Supervisor who shall record appropriate information therefrom. The Town shall abide by the terms of the Illinois Jury Act, 705 ILCS 305/4.1 *et seq.*, as it may be amended from time to time.

SECTION 15.3- INJURY LEAVE

Employees who sustain an injury or illness out of and in the course of their employment with the Town may be covered by the provisions of the Illinois Workers' Compensation Act, 820 ILCS 305/1 *et seq.*, as it may be amended from time to time.

SECTION 15.4 - LIGHT DUTY

Employees who are physically unable to perform their normal job duties may be placed on light duty assignments at the sole discretion of the Town if the employee receives a medical release from the employee's physician to perform such assignment, and if such light duty work is available. The length of time of such leave shall be within the sole discretion of the Town. The Town has no duty to offer or create a light duty position, unless otherwise required by law.

SECTION 15.5- MILITARY LEAVE

Any employee who is covered by the terms of this Agreement, and who is a member of a Reserve Force of the Armed Forces of the United States or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs, perform other assigned duties

or who should be called to active status, shall be granted a Military Leave of Absence without pay and no loss of benefits or seniority rights.

Employees returning from Military Leave status shall be immediately returned to their position held prior to their Leave.

SECTION 15.6 -FAMILY MEDICAL LEAVE ACT

Employees shall be covered by the "Family Medical Leave Act of 1993" and shall be eligible for twelve (12) weeks unpaid leave per calendar year in the event of a birth, adoption or foster care of a child, or a serious health condition of an employee or an employee's immediate family requiring inpatient or continuing treatment by a health care provider, if the employee has worked for the Town for twelve (12) months or 1,250 hours in a year. Employees must provide the Town thirty (30) days' notice, if possible, before taking such leave, or notify the Town as soon as is practical.

SECTION 15.7 - OTHER LEAVES OF ABSENCE

The Town may, in the sole discretion of the appropriate Administrators, grant unpaid Leaves of Absence, not otherwise provided for in this Agreement. Denial of any such request shall not be subject to the Grievance Procedure provided for in this Collective Bargaining Agreement.

ARTICLE XVI HOLIDAYS

SECTION 16.1 - HOLIDAYS

If an employee covered under this Agreement works a holiday, then he/she will be paid at a rate of one and on half (1.5) times their regular rate of pay for each and every hour worked on the holiday.

SECTION 16.2 - HOLIDAYS

The holidays are:

New Year's Day
President's Day
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day

Martin Luther King's Birthday
Easter
Independence Day
Columbus Day
Christmas Eve Day
Veterans Day

ARTICLE XVII VACATION

SECTION 17.1- ENTITLEMENT

Part Time Members of the Bargaining Unit under this Agreement shall not earn, be entitled to, or be paid for any vacation days except as set forth in Section 17.1 of this Agreement.

SECTION 17.2 -VACATION LEAVE

1. Bargaining unit members work three (3) full eight (8) hour shifts between December 10th and January 1st shall be entitled to and receive (1) day of paid vacation at straight time pay.
2. Bargaining unit members who work six (6) full eight (8) hour shifts between December 10th and January _{pt} shall be entitled to and receive two (2) days of paid vacation at straight time pay.
3. Bargaining unit members who work nine (9) full eight (8) hour shifts between December 10th and January _{pt} shall be entitled to and receive three (3) days of paid vacation at straight time pay.
4. Bargaining unit members who work twelve (12) full eight (8) hour shifts between December 10th and January _{pt} shall be entitled to and receive four (4) days of paid vacation at straight time pay.

ARTICLE XVIII SENIORITY

SECTION 18.1- SENIORITY DEFINED

Seniority shall be defined as the length of time from the last date of beginning continuous employment within the Bargaining Unit.

Seniority shall not accumulate during Unauthorized Absences, Authorized Unpaid Leaves of Absence of sixty (60) days or more, or Layoffs. In the case of employees hired on the same date, the employee with the earliest application date shall be the most senior.

Seniority for all purposes shall be terminated if the employee:

1. Quits.
2. Is discharged for just cause.
3. Retires or is retired.
4. Falsifies the reason for his/her Leave of Absence.
5. Fails to report to work at the conclusion of an Authorized Leave of Absence without prior written approval of the Chief or designee.

6. Is laid off for more than thirty-six (36) months and fails to respond to a Notice of Recall in accordance with Section 19.2 of this Agreement.

SECTION 18.2 - SENIORITY AMONG PROBATIONARY EMPLOYEES

All newly hired members of the Bargaining Unit shall be considered probationary employees until they successfully complete a probationary period of twelve (12) months from the date of hire. Seniority among probationary employees shall not apply until after they complete their probationary period, in which case they can then be deemed to have accrued twelve (12) months of seniority.

SECTION 18.3 - APPLICATION OF SENIORITY

Seniority shall be used in determining the order of Layoffs, Vacation Preferences and Overtime Assignments, except in cases of specialty overtime.

ARTICLE XIX LAYOFF

SECTION 19.1 - LAYOFF PROCEDURE

The Town in accordance with Article II, Management Rights, may initiate layoffs. In the event of a Layoff, employees covered by this Agreement will be laid off in accordance with their length of service within the Bargaining Unit. All employees and the Union shall receive notice in writing of the Layoffs at least thirty (30) calendar days in advance of the Effective Date of the Layoff. The Town shall not hire or contract out to other parties to perform the duties that only a Bargaining Unit employee may perform while there are Bargaining Unit Members on Layoff. Probationary employees shall be laid off first, and then employees shall be laid off in accordance with their classification seniority, provided the employees remaining have the ability to perform the jobs needed to satisfaction of the Town.

SECTION 19.2 - RECALL

Employees who are Laid Off shall be placed on a Recall List. If there is a Recall, employees who are still on the Recall List shall be recalled in the reverse order of their Layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for Recall shall be given fifteen (15) Calendar Days' written notice thereof with a copy to the Union. The employee must notify the Department Head (or his designee) of the employee's intention to return to work in writing within seven (7) Calendar Days after receiving a Notice of Recall. Such Notice of Intention to return shall be made by Certified Mail, Return Receipt Requested, and received by the Town within the seven (7) day period. If an employee fails to timely respond to the Recall Notice, that employee's name shall be removed from the Recall List.

SECTION 19.3 - SENIORITY, SHIFT SCHEDULING, AND DAYS OFF

Seniority shall be one of the determining factors: (a) in the initial bidding for vacation scheduling, and (b) in matters of layoff, recall, and shift. Seniority shall also be the determining factor in filling vacancies when, among employees involved, the qualifications, skill, ability, and functional experience to perform the work are relatively equal. Other factors in making such determinations may include, but are not limited to, training, prior experience, job performance. The final authority for making such determinations shall reside with the Department Head (or his designee) and shall reflect the overall staffing needs of the Department. When applying this principle of seniority and ability, the Town's decision shall be made in good faith and its actions shall not be arbitrary or capricious, and may be based on objective, job-related test.

At any given time the Town may choose to invoke the 80/20 rule, in which the Town, in its discretion, may promote or assign employees to 20% of any vacancies or assignments without regard the factors and requirements set forth in this Section 19.3.

ARTICLE XX INSURANCE

SECTION 20.1 - HEALTH/DENTAL INSURANCE

The Town agrees that the Union may provide insurance Bargaining Unit Members at no cost to the Town. The Town also agrees to deduct from the employee any cost associated with this coverage as long as the employee signs the appropriate deduction authorization form.

ARTICLEXXI MISCELLANEOUS PROVISIONS

SECTION 21.1- REQUIRED TRAINING

Training of any employee covered by this Agreement that is required and approved in advance by the director of the department shall be fully funded by the Town, subject to any limitations or rules for repayment of training or education provided in this Agreement or in any Town employment or personnel policy.

SECTION 21.2 - REQUIREMENT TO COLLECTIVELY BARGAIN

The Town shall be required to bargain collectively with regard to matters directly affecting Wages, Hours, and Terms and Conditions of Employment, as well as the impact thereon, upon request by the Union or its Representatives.

SECTION 21.3 -SUBCONTRACTING

It is the general policy of the Town to continue to utilize the employees to perform work they are qualified to perform. However, the Town reserves the right to contract out any work it deems necessary in the interest of the economy, department operations, improved work product, or

emergency, provided such subcontracting will not cause the layoff or reduction in force of any Bargaining Unit employee.

SECTION 21.4 -SECURITY CAMERAS/ELECTRONIC EQUIPMENT

1. The Union agrees that the Town has the right to put video security cameras/electronic monitoring in Public areas, including as examples, hallways, entryways, publically-located offices, parking lots and other outside areas.
2. Video security cameras/electronic monitoring shall not be used in the following areas; Private offices, locker rooms, changing areas, meeting rooms designated break rooms, or other areas prohibited by law.
3. The Town agrees to post signs advising that the premises are under video security cameras/electronic monitoring.
4. The Town will not condone or tolerate spying on co-workers or employees. Unauthorized use of the cameras will be cause for severe disciplinary action, up to and including discharge. The use of Town equipment, including but not limited to security cameras and electronic equipment, for personal purposes shall be ground for discipline up to and including discharge from employment.
5. The use of security cameras/electronic monitoring shall not be used as a sole/determining factor for discipline, except in cases of gross misconduct which can lead to discharge or arrest. No Bargaining Unit Member shall be laid off solely as the result of video security cameras/electronic monitoring.

SECTION 21.5 - CONTINUOUS SERVICE

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an Employee earns continuous service credit even though he or she is not paid for:

- (a) An approved, unpaid leave of absence of thirty (30) days or less or layoff of forty (40) days or less;
- (b) An absence where the Employee is adjudged eligible for duty disability compensation;
- (c) An approved Family and Medical Leave of absence;
- (d) An approved medical leave of absence of one year or less; or
- (e) An approved personal leave of absence of one year or less.

In the event two (2) or more employees have the same seniority date, seniority will be determined by the last four (4) numbers of the employees' Social Security Numbers, with the lower number being assigned greater seniority.

SECTION 21.6 - BREAK IN SERVICE

Notwithstanding the provisions of any ordinance or rule to the contrary, seniority or continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee:

1. quits or resigns;
2. is discharged for cause;
3. retires;
4. absent for five (5) consecutive work days without notifying the employee's authorized Town representative, unless circumstances preclude the employee, or someone in the employee's behalf, from giving such notice;
5. does not actively work for the Town for 12 months for any reason except military service, approved Union or medical leave of absence, or duty disability leave;
6. is on layoff for more than twelve (12) consecutive months where the employee has less than five (5) years of service at the time the layoff began;
7. is on layoff for more than two (2) years if the employee has five (5) years of service or more at the time the layoff began.

ARTICLE XXII UNIFORMS

SECTION 22.1 - CLOTHING/CLEANING ALLOWANCES

The Town agrees to maintain the "Quarter Master System" uniform and clothing allowance system, as it may be amended from time to time, which is currently in existence as of the date of execution of this Agreement. Upon hire, the Town shall provide the following items, at its expense: 2 summer shirts, 2 winter (long sleeve) shirts, 2 pairs of pants, 1 winter jacket, 1 rain coat. Employee may choose to be issued 1 turtleneck in lieu of 1 of their 2 winter shirts. Each bargaining unit member shall receive an annual show allowance of twenty-five dollar (\$25.00) to be paid by the Town in January of each calendar year after the effective date of this Agreement. Traffic control vests shall be provided to the employees who are performing traffic duty for that shift and/or kept in the Town vehicle.

Employees may purchase additional items of uniform clothing at their own expense from a vendor(s) approved by the Town.

SECTION 22.2 - REPLACEMENT OF DAMAGED CLOTHING

The Town agrees to repair or replace as necessary, at the Town's sole discretion, uniform or clothing provided to the employee pursuant to Section 22.1 that is damaged or destroyed during the performance of the employee's regular duties.

SECTION 22.3 - UNIFORMS AND EQUIPMENT ADVISORY COMMITTEE.

The Union shall establish a three (3) member Uniforms Advisory Committee. The Committee's function will be to offer recommendations relative to additions or deletions in the department's uniforms. The recommendations will be channeled through the Department Head. Any and all recommendations made by the Uniform Advisory Committee will be advisory only.

ARTICLE XXIII

TRAINING

SECTION 23.1 - TRAINING OPPORTUNITY

The Town and the Union recognize the need for training and development of employees in order that services are efficiently and effectively provided. The Town and the Union recognize the desirability of providing opportunities for reasons of career advancement. In recognition of such principle, the Town shall provide employees with current procedures, methods, techniques, materials, and equipment normally used in such employees work assignments and periodic changes therein.

ARTICLE XXIV BACKGROUND CHECKS

SECTION 24.1- CRIMINAL CONVICTIONS

As part of the Town's effort to maintain a safe work environment, all employees are required to disclose any felony or misdemeanor conviction or plea of nolo contendere (no contest) to the head of the department in which they work within five working days of the date of conviction or a plea of nolo contendere. Failure to comply with this requirement will constitute grounds for disciplinary action.

SECTION 24.2 - CRIMINAL BACKGROUND CHECK AND DRIVING IDSTORY

The Town will conduct Criminal History and Sex and Violent Offender Registry Checks for Bargaining Unit Members employed as of the effective date of this Agreement and new hires. Additional checks, such as to verify for education and certifications, and Credit History Checks, may be required based upon job responsibilities. Positions with the same or similar job responsibilities will require the same or similar Background Checks. Criminal Background Checks and driving history disclosures will be done in conjunction with pre-employment

screening. Subsequent checks may also be conducted to help maintain a secure workplace environment. Employees who fail to participate fully or who provide inaccurate information in a Background Check will be subject to disciplinary action, up to and including discharge. If an employee declines to authorize a Background Check, he/she may be discharged and such discharge shall not be grievable.

The Town recognizes the need to protect an employee's right to privacy. As such, all Background Check records will be kept in secured, access-restricted personnel files.

ARTICLE XXV ENTIRE AGREEMENT

Each of the parties acknowledge that they had the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by Law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of their rights and opportunities are set forth in this Agreement.

ARTICLE XXVI GENERAL PROVISIONS

SECTION 26.1- SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any Judicial Action, or by any existing or subsequently enacted Federal or State Legislation, or by Executive Order or other Competent Authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

SECTION 26.2 - TERM OF AGREEMENT

This Agreement shall be effective the date of execution set forth below and shall remain in full force and effect until December 31, 2019. It shall continue in effect from year to year thereafter unless a Notice of Demand to Bargain is given in writing by Certified Mail by either party no earlier than One Hundred Twenty (120) Days preceding expiration. The Notice referred to shall be considered to have been given as of the date shown on the postmark. Written Notice may be tendered in person, in which case the Date of Notice shall be the written date of receipt.

SECTION 26.3 - CONTINUING EFFECT

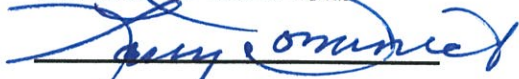
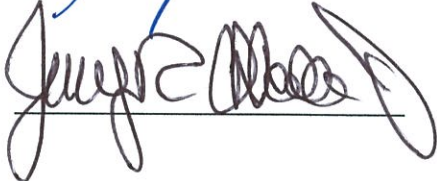
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while Negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

**ARTICLE XXVII
PRINTING OF AGREEMENT**

The Town shall be responsible for the printing of sufficient copies of the Agreement and shall provide the Union an opportunity to proof the Agreement prior to printing. The cost of printing the Agreement shall be borne by the Town. The Town shall distribute one (1) copy of the Agreement to each Bargaining Unit Member and shall supply five (5) copies of the Agreement to the Union and a like number to the Department.

EXECUTED THIS 13 Day OF Jan, 2020, AT CICERO, ILLINOIS, by the undersigned, all having been duly authorized by their respective parties and intending to be legally bound hereby:

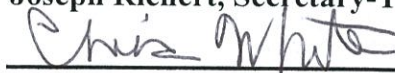
**TOWN OF CICERO
STATE OF ILLINOIS**

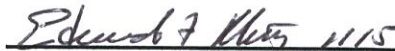
**SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 73**



Joseph Richert, Secretary-Treasurer



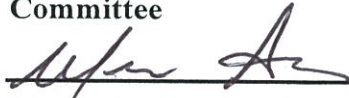
Christopher White, Union
Representative



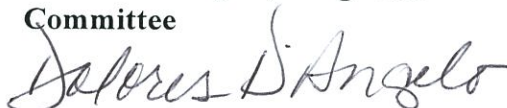
Eduardo Munoz, Bargaining
Committee



Marcos Andrade, Bargaining
Committee



Dolores D'Angelo, Bargainin
Committee



APPENDIXA

DRUGS AND ALCOHOL POLICY

1.1 Statement

The use of illegal drugs and the abuse of legal drugs and alcohol by Community Service Officers of the Town of Cicero present unacceptable risks to the safety and well-being of others. Town employees 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 Employees to report for work fit and able for duty. The Town will enforce its Drug and Alcohol Policy ("Policy") on a non-discriminatory basis.

1.2 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 Employee is unable to properly perform his duties due to the effects of drugs or alcohol in his body. When an Employee tests positive for drugs or alcohol, impairment is presumed.

1.3 Prohibitions

Employees 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 Employee's vehicle while engaged in Town business.**
- (b) **Illegally possessing, selling, 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.**

1.4 Requirements

Employees 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 Department Head 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 Policy and Agreement.**

1.5 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 an Employee to submit to alcohol and/or drug testing (blood and urine): 1) where the Town has reasonable suspicion to believe that an Employee is then under the influence of illegal drugs or alcohol during the course of the work day; 2) randomly; 3) in the case of an accident; 4) upon the Department Head's discretion, where an Employee

is assigned to a special unit; 5) prior to a return to duty after an Employee has undergone alcohol and/or drug rehabilitation treatment; and 6) as a follow-up once an Employee 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 an Employee 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 DetermininK 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 Community Service 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 an Employee 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 Employee determines there is reasonable suspicion for such testing, and provides the Employee 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 Department Head or Deputy Department Head 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 Employee will be removed from duty and will be placed on leave with pay pending the receipt of testing results.

- 1v. Refusal of an Employee 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 Employee'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

1. Frequency and Selection

- a. The random selection of the Community Service Officer to be tested shall be based on a computer generated listing which shall ensure that there are no "safe periods" for any Community Service Officer. Each workday shall present every Community Service 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 Department Head or his/her representative and will ensure the testing of fifty (50) percent of the Community Service 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 Community Service Officers from anticipating pattern in collection schedules.
- e. The computerized random selection listing shall be generated from the common selection pool of all Community Service Officers using a confidential identification number unique assigned to each individual Community Service Officer. The association with and identification of the Community Service Officer's name shall be known only to the Department Head 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. Community Service Officers will be notified that they have been selected for testing after they have reported for duty on the day of collection.
- g. A Community Service 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 Community Service Officer has been selected for random testing, the Community Service 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 Community Service 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 Community Service Officer will, if his/her shift is not completed, immediately return to duty status.

(c) Return to Work Testing

Any Community Service Officer who has completed drug or alcohol rehabilitation treatment will be required to submit and pass drug and/or alcohol testing prior to return to work.

1. Follow-up Testing

Once allowed to return to duty subsequent to drug or alcohol rehabilitation treatment, a Community Service 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.

(e) Accident Testing

- i. Incident Required: The Community Service Officer(s) involved in a vehicular accident (i.e., the driver(s)) must submit to drug and/or alcohol testing when the vehicle the Community Service Officer is driving is operating and is in motion at the time of the accident.
- ii. Timing of the Test: The Community Service 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 Community Service 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 Community Service Officer shall transport or arrange transportation for the Community Service Officer to be tested to the collection site and, after testing, to such Community Service Officer's home or work.
- v. Following Collection: After submitting to the drug and/or alcohol testing, the Community Service Officer may return to work at the discretion of the Department Head.

1.6 Compounds Tested for and Levels Measured

(a) Drug Testing

If the following compounds at the levels listed in the Confirmation (IC/MS Test) are found in a sample, such test will be considered a positive drug test.

DRUG NAME	INITIAL DRUG	CONFIRMATION TEST GC/MS
Amphetamines	1000 NG/ML	500 NO/ML
Cocaine	300 NG/ML	150 NG/ML
Marijuana	20 NG/ML	15 NO/ML
Opiates	300 NG/ML	300 NO/ML
Phencyclidine (PCP)	25 NG/ML	25 NG/ML
Benzodiazepines	300 NG/ML	150 NO/ML
Methaqualone	300 NG/ML	150 NG/ML
Barbituates	300 NO/ML	150 NG/ML
Methadone	300 NG/ML	150 NG/ML
Propozphene	300 NG/ML	150 NG/ML

1. An initial result of .019 and below is considered a negative result and the Community Service Officer is free to return to work.
2. An initial result of .02 is considered neither negative nor positive and the Community Service Officer must undergo a confirmatory test as soon as practicable, but not to exceed 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 Community Service Officer will be free to return to work.
 - b. If the confirmatory test registers between .03 - .039, the Community Service Officer will be presumed to be "under the influence", and will be immediately relieved of duty. At this confirmatory test level, the Community Service Officer will be offered an opportunity to present any rebuttal evidence to be considered in determining whether the Community Service Officer is in violation of this Policy. If the Community Service 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 Community Service Officer will be considered under the influence, the Community Service Officer will immediately be relieved of duty and subject to further disciplinary action up to and including discharge.

1.7.7 Types of Testing Permitted

The Town may use any of the following methods to test for the presence of drugs and/or alcohol in a Community Service Officer's system:

- A. Urine Testing
- B. Evidentiary Breath Testing Device (Breathalyzer)
- C. Blood Testing
- D. 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 drugs 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 test of the same type do not constitute different types of tests.

1.8 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 Community Service Officer to allow for initial screening, a confirmatory test and a sufficient allowance for alternative testing if requested, and paid for, by the Community Service 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 drugscreening;
- 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 Community Service Officer tested with a copy of all test results and laboratory reports in connection with the testing upon request to the Department Head;
- I. Ensure that the taking of urine samples shall not be witnessed, unless there is reasonable suspicion to believe that the Community Service Officer is tampering with the testing procedure;
- J. Require the Community Service 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 Community Service Officer may alter or substitute the sample; and
- K. Ensure that no Community Service 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 test procedure will be expunged from the Community Service Officer's personnel files.

1.9 Retest of Sample

- A. Any Community Service 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 Community Service Officer's own choosing and at the Community Service Officer's own expense, provided that the laboratory is licensed pursuant to the Illinois Clinical Laboratory Act and that it is accredited by the National Institute of Drug Abuse ("NIDA") and the Community Service Officer notifies the Department Head 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 Community Service 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 by this, but equal 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 Community Service Officer's chosen laboratory shall be delivered to the Department Head within ten (10) calendar days from the date the specimen was delivered to the Community Service Officer's selected laboratory.
- E. If the laboratory chosen by the Community Service 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 Community Service Officer.
- F. Except when any delay is the fault of the laboratory, if the laboratory chosen by the Community Service Officer fails to dispute the positive finding(s) within the allotted time, or if the Community Service Officer fails or refuses to elect the confirmatory testing procedure within the time or in the manner prescribed herein, or if the Community Service Officer fails to present the results of the second laboratory's test within the allotted time, the finding of a positive test will stand.

1.10 Procedure Following Positive Test Result

- A. Upon receipt of notification of a positive test result, the Department Head or his/her representative shall notify the affected Community Service 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 Community Service Officer and that the Community Service 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 Community Service Officer, the Department Head or his/her representative shall initiate disciplinary action.

1.11 Discipline

The first instance that an Community Service 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.

1.12 Behavior That Constitutes Refusal to Submit

The following behavior by an Community Service 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 document 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 Community Service Officer received the notice to submit to testing) even after being provided with ample liquids and opportunity unless there are extenuating medical conditions;
- C. Stating that he/she is ill and cannot complete the test when such Community Service Officer has been informed an impending test unless there are extenuating documented medical conditions;
- D. Failing to remain readily available for post-accident testing or leaving the scene of an accident with out a valid reason prior to submitting to a drug and/or alcohol test;
- E. Tampering with a urine test;
- 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.

1.13 Violations of a Criminal Drug Statute

- A. If a Community Service 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 Community Service Officer is convicted for driving under the influence of alcohol, he or shell will be subject to discipline up to and including discharge.

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

1.14 Voluntary Request for Assistance

The Town shall take no adverse action against a Community Service Officer who voluntarily seeks treatment or counseling prior to being notified of his/her selection for drug and/or alcohol testing, provided that the Community Service Officer has not tested positive on a previous drug and/or alcohol test administered by the Town. The Town shall assist a Community Service 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, Community Service Officers shall be allowed to use accumulative sick and/or paid leave and/or to be placed on unpaid leave pending treatment.

1.15 Right to Counsel

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

1.16 Right to Grieve

The Union and/or a Community Service Officer, 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 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.

1.17 Confidentiality

All information acquired in the drug and alcohol testing process, including but not limited to the results of a Community Service 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 Community Service Officer's written consent.