

ILLINOIS FOP LABOR COUNCIL

and

CITY OF ZION PATROL OFFICERS



May 1, 2023-April 30, 2026

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TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I RECOGNITION	1
Section 1.1 Recognition	1
Section 1.2 Probationary Period	1
Section 1.3 Fair Representation	1
Section 1.4 Labor Council Officers	2
Section 1.5 Gender	2
ARTICLE II UNION SECURITY AND RIGHTS	2
Section 2.1 Dues Check-Off	2
Section 2.2 Labor Council Indemnification	2
Section 2.3 Labor Council Use of Bulletin Board	2
ARTICLE III LABOR-MANAGEMENT CONFERENCES	2
Section 3.1 Meeting Request	2
Section 3.2 Content	3
Section 3.3 Attendance	3
ARTICLE IV MANAGEMENT RIGHTS	3
ARTICLE V SUBCONTRACTING	3
ARTICLE VI GRIEVANCE PROCEDURE	4
Section 6.1 Definition	4
Section 6.2 Grievance Procedure	4
Section 6.3 Arbitration	4
Section 6.4 Limitations on Authority of Arbitrator	5
Section 6.5 Time Limit for Filing	5
Section 6.6 Visitation and Inspection	5
Section 6.7 Grievance Issue Raised	6
Section 6.8 Discipline Grievances	6
ARTICLE VII NO STRIKE-NO LOCKOUT	6
Section 7.1 No Strike	6
Section 7.2 No Lockout	6
Section 7.3 Penalty	6
Section 7.4 Judicial Restraint	6
ARTICLE VIII HOURS OF WORK AND OVERTIME	7
Section 8.1 Purpose of Article	7
Section 8.2 Normal Workweek and Workday	7
Section 8.3 Overtime Pay	7
Section 8.4 Off Duty Court Time	7
Section 8.5 Overtime Work	7
Section 8.6 Call Out	8
Section 8.7 Compensatory Time	8
Section 8.8 No Pyramiding	8
Section 8.9 Shift Changes	8
Section 8.10 Employee Timesheets	8
Section 8.11 Use of Benefit Time	9
Section 8.12 On Call Pay	9
ARTICLE IX HOLIDAYS	9

Section 9.1 Holidays	9
Section 9.2 Holiday Pay and Work Requirements	9
Section 9.3 Work on Six National Holidays.....	9
Section 9.4 Police Memorial Day	10
Section 9.5 FOP Conference.....	10
ARTICLE X VACATIONS	10
Section 10.1 Paid Vacations	10
Section 10.2 Vacation Pay	10
Section 10.3 Vacation Scheduling	10
ARTICLE XI SICK LEAVE	11
Section 11.1 Purpose	11
Section 11.2 Days Earned.....	11
Section 11.3 Accrued Sick Leave	11
Section 11.4 Bonus Program	11
ARTICLE XII LAYOFF AND RECALL	11
Section 12.1 Layoff	11
Section 12.2 Recall	12
ARTICLE XIII WAGES AND OTHER BENEFITS.....	12
Section 13.1 Wage Rates	12
Section 13.2 Retroactivity	12
Section 13.3 Personal Leave Days.....	12
Section 13.4 Pay Day.....	12
Section 13.5 Rest Periods	12
Section 13.6 Uniform Allowance	12
Section 13.7 Longevity Pay	13
Section 13.8 Officer-In-Charge	13
Section 13.9 Body Armor Replacement	13
Section 13.10 Tuition Refund Program	13
Section 13.11 Specialty Pay	14
Section 13.12 Field Training Officer (FTO) Compensation	14
Section 13.13 Bilingual Stipend Pay	14
Section 13.14 Lateral Hires	14
Section 13.15 RHS Plan	14
ARTICLE XIV LEAVES OF ABSENCE.....	15
Section 14.1 Unpaid Discretionary Leave	15
Section 14.2 Application for Leave	15
Section 14.3 Military Leave	15
Section 14.4 Bereavement Leave	15
Section 14.5 Leave for Illness, Injury or Pregnancy	15
Section 14.6 Benefits While on Leave	16
Section 14.7 Non-Employment Elsewhere.....	16
Section 14.8 On the Job Injury	16
Section 14.9 Modified Duty Program.....	16
ARTICLE XV INSURANCE.....	19
Section 15.1 Hospital-Medical and Dental Insurance	19
Section 15.2 Cost.....	20
Section 15.3 Section 125 Plan	20

Section 15.4 Group Life Insurance	20
Section 15.5 Retiree Insurance	20
Section 15.6 Retiree Medical Insurance	20
Section 15.7 Cost Containment	21
Section 15.8 Inoculation	21
ARTICLE XVI PHYSICAL FITNESS	21
Section 16.1 Physical Fitness Requirements	21
Section 16.2 Fitness Examinations	22
ARTICLE XVII GENERAL	22
Section 17.1 Health and Safety	22
Section 17.2 Police and Fire Commission	22
Section 17.3 Uniform Peace Officers' Disciplinary Act	22
Section 17.4 Burial Arrangements	22
Section 17.5 Personnel Files	22
Section 17.6 Drug and Alcohol Testing	23
Section 17.7 Retention of Disciplinary Record	23
Section 17.8 Notice of Placement in Personnel File	23
Section 17.9 Outside Employment	23
Section 17.10 Residency	23
ARTICLE XVIII REPRESENTATION	24
Section 18.1 Right to Respond	24
Section 18.2 Union Representation	24
ARTICLE XIX TERM OF AGREEMENT AND LEGALITY CLAUSES	24
Section 19.1 Complete Agreement	24
Section 19.2 Savings Clause	24
Section 19.3 Term of Agreement	24
ATTACHMENT 1 ANNUAL WAGE RATES	26
APPENDIX A ALCOHOL AND DRUG POLICY	28

AGREEMENT

between

CITY OF ZION

and

**FRATERNAL ORDER OF POLICE,
DAVID M. PARKER MEMORIAL LODGE NO. 91
AND THE ILLINOIS FOP LABOR COUNCIL**

PREAMBLE

THIS AGREEMENT entered into by the CITY OF ZION, ILLINOIS (hereinafter referred to as the "City" or the "Employer" and the FRATERNAL ORDER OF POLICE, DAVID M. PARKER MEMORIAL ZION LODGE NO. 91 AND THE ILLINOIS FOP LABOR COUNCIL (hereinafter referred to as the "Labor Council"), has as its basic purpose the promotion of harmonious relations between the Employer and the Labor Council; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees. In consideration of the mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE I RECOGNITION

Section 1.1 Recognition

The City recognizes the Labor Council as the sole and exclusive collective bargaining representative for all full-time sworn police officers, but excluding Chief of Police, lieutenants, sergeants, corporals and all other supervisory and non-supervisory employees of the Police Department and the City.

Section 1.2 Probationary Period

The probationary period shall be eighteen (18) months in duration. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period. The probationary period refers to employment status only and allows the employee to be credited and receive vacation and sick leave time prior to the completion of the probationary period. During the probationary period, an officer is entitled to all rights, privileges, or benefits under this Agreement, except that the City may suspend or discharge a probationary officer without cause and such action shall be final and the officer shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

Section 1.3 Fair Representation

The Labor Council recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Labor Council.

Section 1.4 Labor Council Officers

For purposes of this Agreement, the term "Labor Council Officers" shall refer to the Illinois FOP Labor Council and Labor Council representative, President Vice-President, and Secretary/Treasurer. All formal notifications to the Labor Council shall be addressed to the Illinois FOP Labor Council and the Fraternal Order of Police President, Lodge #91. All formal notifications to the City shall be addressed to the City of Zion, Illinois, 2828 Sheridan Road, Zion, Illinois 60099.

Section 1.5 Gender

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

ARTICLE II UNION SECURITY AND RIGHTS

Section 2.1 Dues Check-Off

While this Agreement is in effect, the City will deduct from the first paycheck each month the uniform, regular monthly Labor Council dues for each employee in the bargaining unit who has filed with the City a voluntary, effective check off authorization. If a conflict exists between the check off form and this Article, the terms of this Article and Agreement control. Dues shall be remitted to the Labor Council by the 15th day of the month following deduction. A Labor Council member desiring to revoke the dues check off may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract, in each year during the life of the contract. The Labor Council may change the fixed uniform dollar amount, which will be considered the regular monthly fees once each year during the life of this Agreement. The Labor Council will give the City thirty (30) day notice of any such change in the amount of uniform dues to be deducted.

Section 2.2 Labor Council Indemnification

The Labor Council shall indemnify, defend and save the City, its elected officials, officers, representatives, agents and employees harmless against any and all claims, demands, suits or other forms of liability (monetary and otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Labor Council shall refund directly to the employee any such amount.

Section 2.3 Labor Council Use of Bulletin Board

The City will make available space on a bulletin board for the posting of official Labor Council notices of a non-political, non-inflammatory nature. The Labor Council will limit the posting of Labor Council notices to such bulletin board.

ARTICLE III LABOR-MANAGEMENT CONFERENCES

Section 3.1 Meeting Request

The Labor Council and the Employer agree that in the interest of efficient management and harmonious employee relations, quarterly meetings (plus additional meetings as necessary) may be held if mutually agreed between the Labor Council Officers listed in Article I and responsible administrative representatives of the Employer. Such quarterly meetings may be requested by

either party at least seven (7) days in advance by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. If exigent circumstances exist, the seven (7) days minimum advance notice shall not be applicable. However, as much notice as possible under the circumstances shall be given. 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 Labor Council of changes in conditions of employment contemplated by the Employer which may affect employees.

Section 3.2 Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management conferences nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3.3 Attendance

Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes, except that if the parties agree to schedule a meeting during an employee's regular straight-time shift, the employee shall be compensated for time lost from the normal straight-time workday.

ARTICLE IV MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to hire, recall, transfer, promote, layoff, discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program; to determine the overall budget; and to carry out the mission of the City provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE V SUBCONTRACTING

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the exercise of its best judgment to the extent allowed by law. The Council retains the right to bargain the impact and effects such subcontracting may have on its members with regards to wages, hours and other terms and conditions of employment.

ARTICLE VI GRIEVANCE PROCEDURE

Section 6.1 Definition

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

Section 6.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the occurrence of the event, giving rise to the grievance. A grievance shall be processed as follows:

Step 1: Verbal to Immediate Supervisor By discussion between the employee, accompanied by one Labor Council Officer if the employee so desires, and his immediate supervisor (sergeant or lieutenant as the case may be). The immediate supervisor shall answer verbally within ten (10) calendar days of this discussion.

Step 2: Appeal to Chief If the grievance is not settled in Step 1, the Labor Council may, within ten (10) calendar days following receipt of the immediate supervisor's answer, file a written grievance with the Chief of Police signed by the employee and one Labor Council Officer on a form provided by the City setting forth the nature of the grievance and the contract provision(s) involved. The Labor Council Officers (or a majority thereof), an outside representative from the Fraternal Order of Police, if the Labor Council deems appropriate, and the Chief will discuss the grievance at a mutually agreeable time. The Chief may have present other persons whom the Chief determines appropriate. If no agreement is reached in such discussion, the Chief will give his answer in writing within ten (10) calendar days of the discussion.

Step 3: Request for Review by Commissioner of Police If the answer of the Chief is not acceptable, the Labor Council may, within fourteen (14) calendar days, submit a written explanation of its position to the Commissioner of Police. If the Commissioner declines to review the grievance (e.g., because he does not choose to become involved in a Department matter), the Commissioner shall not answer and the Labor Council may appeal to arbitration. If the Commissioner elects to become involved, the Commissioner shall submit a written answer within fourteen (14) calendar days. If the Commissioner so elects, he and/or his designee may meet with the Labor Council Officers (or a majority thereof) accompanied by the outside FOP representative, if appropriate, prior to submitting an answer.

Section 6.3 Arbitration

If the grievance is not settled in Step 3 and the Labor Council wishes to appeal the grievance, the Labor Council may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Commissioner's written answer or if the Commissioner elects not to answer within thirty (30) days after the fourteen (14) day period for the Commissioner to consider submitting an answer.

(a) The parties shall attempt to agree upon an arbitrator 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 Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The

parties shall alternately strike names from the panel and the party striking first shall be determined by a coin toss. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his selection and shall be requested to a set a time and place for the hearing, subject to the availability of Labor Council and City representatives.

(c) The City and the Labor Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Labor Council retain the right to employ legal counsel.

(d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Labor Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.4 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award, which is 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 City under law and applicable court decision. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be final and binding upon the City, the Labor Council and the employees covered by this Agreement.

Section 6.5 Time Limit for Filing

If a grievance is not presented by the employee or the Labor Council within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Labor Council. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Labor Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 6.6 Visitation and Inspection

An outside FOP representative shall be permitted access to the Employer's premises to assure compliance with this Agreement upon prior request and approval from the Chief of Police, without unduly interfering with the work of employees. If pay grievances arise, the Labor Council representative shall have the right to review the pay records of an employee whose compensation is in dispute, with the employee's consent.

Section 6.7 Grievance Issue Raised

Any issue not raised by Step 3 of the procedure is deemed waived.

Section 6.8 Discipline Grievances

Suspensions and termination may be grieved and arbitrated with the grievance procedure set forth in this Article, except that such grievances shall be commenced at Step 3. The Police Chief or his designee shall have the authority to discipline bargaining unit employees, including suspensions in excess of five days and up to and including termination. Prior to any such suspension or termination, the Employer will afford the employee and Union a Loudermill pre-disciplinary meeting. No employee covered by this Agreement shall be disciplined without just cause. The grievance procedure shall be the sole method of discipline appeals for bargaining unit members. The Employer hereby abrogates the authority of the City of Zion Board of Fire and Police Commissioners with respect to discipline of bargaining unit members.

ARTICLE VII NO STRIKE-NO LOCKOUT**Section 7.1 No Strike**

Neither the Labor council nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Each employee who holds the position of officer of the Labor Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Labor Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 7.2 No Lockout

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Labor Council.

Section 7.3 Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of section 7.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 7.4 Judicial Restraint

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

ARTICLE VIII HOURS OF WORK AND OVERTIME

Section 8.1 Purpose of Article

This Article is intended only as a basis for calculating the normal workweek, workday and overtime and overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 8.2 Normal Workweek and Workday

The normal workweek shall average forty (40) hours per week, but in some weeks, employees shall work more than 40 hours and some weeks less than 40 hours. The normal workday shall include a thirty (30) minute lunch break each day, subject to emergency work duties. The shifts, workdays and hours to which employees are assigned shall be stated on a departmental work schedule. Should it be necessary in the interest of efficient operations to establish different shift starting or ending times or schedules, the City will give notice of and seek input prior to any change from the individuals affected, and employees will be afforded at least 72-hour notice of any changes in the work schedule, except for emergencies.

Section 8.3 Overtime Pay

Employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked beyond the normal work schedule. For the purposes of calculating overtime, all compensated hours shall be considered as hours worked, except that paid sick leave time shall not be considered as hours worked., unless the employee provides a note from a physician verifying the necessity for the use of sick leave. The wage rate for overtime purposes shall be computed on the basis of a two thousand eighty (2,080) hour year.

Section 8.4 Off Duty Court Time

When an employee is required to spend off-duty time in court on behalf of the City, the employee will receive time and one-half with a minimum pay guarantee of two hours' pay. Officers on on-call, stand-by time of off duty court time, shall receive one hour at the overtime rate of time and one-half (1X1/2) of the Officers rate of pay if the officer's appearance is not required in court. Stand-by time is defined as a one-time call per subpoena, unless otherwise cleared by the Police Chief's office for any required additional time.

Section 8.5 Overtime Work

The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments to the extent allowed by law. Whenever practicable, overtime will be scheduled on a voluntary basis, except for emergency situations, or except where qualified volunteers are not readily available. It is the objective of the City to keep mandatory overtime scheduling at a minimum consistent with the need of the City to provide proper police protection. Overtime will be offered to employees covered by this Agreement before part time officers for the first 30 calendar days of absence of a full-time officer due to an injury or illness covered by worker's compensation or an FMLA qualifying leave.

After 30 calendar days of absence, the Department may offer said shifts to part-time employees immediately. Absences due to vacation of full-time officers of more than two consecutive calendar weeks will allow the Department to utilize part-time officers immediately.

In no circumstance shall the Department utilize part time officers without offering the overtime assignment to employees covered by this Agreement for more than fifteen (15) shifts each month. The City further agrees that it shall not permanently replace full time police officers with part time officers.

For new, private overtime details, the Chief of police and lieutenant in charge of patrol (or their designee(s)) will meet with the Union's officers (or designee(s)) to discuss to whom such overtime will be offered and the order of posting such overtime, after which the Chief will act. The manning of Zion police duty shifts shall take priority over all overtime details.

Section 8.6 Call Out

An employee covered by this Agreement who is called out to work after having left work shall receive time and one-half for all hours of call out, with a minimum of two (2) hours pay. This minimum guarantee does not apply if the call out is consecutive to the employee's regular shift. If the call out occurs on the actual holiday, as listed in Section 9.1, the minimum hours for that call out shall be four (4) hours.

Section 8.7 Compensatory Time

At the mutual agreement of the employee and the Department, employees may earn compensatory time at a rate of time and one half in lieu of overtime payments for overtime worked. Employees may accrue up to 160 hours of compensatory time. At the end of each calendar year, any accrued compensatory time above 80 hours shall be paid out at the lowest salary step paid to the officer during that calendar year. Supervisors are responsible for tracking new and taken compensatory time hours. Disputes or questions are to be resolved through the employee's supervisor.

Section 8.8 No Pyramiding

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

Section 8.9 Shift Changes

The Chief and the Local FOP representatives shall meet each six months (April and October) to review and discuss employee request for shift change to take effect either in May or November, based on seniority order. Shift changes will normally be accepted by the Chief of Police to the extent that Department operations will not be adversely affected. This Section does not apply to probationary police officers. Extra compensation shall not be given where one employee has merely "traded shifts" with another employee. Shift trades shall be subject to the approval of the Chief of Police.

Section 8.10 Employee Timesheets

It is the employee's responsibility to turn in timesheets no later than Monday noon after the end of each payroll period, except for employees who are unable due to workers compensation injuries.

If the employee does not complete and turn in a timesheet by this deadline, no extra pay beyond the straight 80 hours will be paid. Any additional hours later reported and verified will have to be paid through a later paycheck. Disputes or questions are to be resolved through the employee's supervisor.

Section 8.11 Use of Benefit Time

Employees may use Compensatory Time, Vacation Leave, or Personal Leave in any order they wish. Bargaining unit members shall not be required to exhaust any one form of the described time before the other and no one form of the described time shall be given priority when two or more members request the same time off. Any employee who is laid off, discharged, retired, dies or is otherwise separated from the City shall be paid for accrued but unused Vacation Leave, Compensatory Time and Personal Leave at the time of separation, provided the employee has no outstanding debts due to the City.

Section 8.12 On Call Pay

Employees who are placed in an on-call status by the Employer shall be paid a minimum of two (2) hours of pay at the overtime rate for each day in such status. This Section shall not apply for court time on call status.

ARTICLE IX HOLIDAYS

Section 9.1 Holidays The following holidays are observed under this Agreement:

- New Year's Day
- Dr. Martin Luther King's Birthday
- Good Friday
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Friday Following Thanksgiving Day
- Last scheduled day prior to Christmas Day
- Christmas Day
- Last scheduled day prior to New Year's Day

Section 9.2 Holiday Pay and Work Requirements

Employees who have completed 90 days of service shall receive eight hours straight-time pay (four hours for half-holidays) for each observed holiday, in addition to the employee's regular pay. Employees shall work all holidays, which fall within the regular work schedule. To receive holiday pay, the employee must work the last scheduled workday before the holiday and the first scheduled workday after the holiday, unless the employee is on an approved time off (vacation, personal leave, compensatory time) or the employee is on sick leave and provides a physician's note regarding the sick leave. The City shall reimburse the employee for any physician's office co-pay or other out of pocket medical costs incurred by the employee to obtain the physician's note. Holiday pay will not be paid when the holiday occurs during an extended leave as defined in Sections 14.1 or 14.4 of this Agreement.

Section 9.3 Work on Six National Holidays

Employees who work on any of the six National Holidays shall receive time and one-half for work on said days even if this holiday is part of the employee's normal work schedule (New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day). This Section refers

to the actual holiday and not any day observed in lieu thereof by the national or State government. An employee may elect to earn compensatory time at the rate of time and one half in lieu of overtime pay when working any of the six (6) holidays.

Section 9.4 Police Memorial Day

In observance and recognition of Police Memorial Day, the City shall permit two (2) Patrol Officers covered by this Agreement, as selected by the Local Lodge, to be absent from work for one (1) duty day, without loss of pay, in order to attend the Police Memorial Day observance in Springfield each May of this Agreement. The two (2) Patrol shall be permitted to use a Department police car, and the City will pay for gas and reasonable meal and lodging expenses for the two Patrol Officers.

Section 9.5 FOP Conference

Barring exigent work needs, the City shall permit up to two (2) Patrol Officers covered by this Agreement, as selected by the Local Lodge, to be absent from work for up to two (2) duty days, without loss of pay, in order to attend the Annual Illinois FOP Labor Council Conference, generally held in February, March or April.

ARTICLE X VACATIONS

Section 10.1 Paid Vacations

Employees who, as of their anniversary date each year, attain the years of continuous service with the Police Department as indicated in the following table shall receive vacation with pay as follows:

Continuous Service	Vacation
1 year	80 hours
5 years	120 hours
10 Years	128 hours
11 years	136 hours
12 years	144 hours
13+ years	160 hours

Vacation time will not accrue when an employee is on an extended leave as defined in Section 14.1 of this Agreement.

Section 10.2 Vacation Pay

A week vacation pay shall be calculated on the basis of 40 hours at the employee's regular straight-time rate at the time the vacation is taken.

Section 10.3 Vacation Scheduling

Vacations shall be scheduled on a year-round basis and there shall be no accumulation of vacation time from year to year, unless the employee is prevented from using vacation time at the request of the Police Department, in which event vacation must be used within six (6) months of the anniversary date. The Police Chief shall schedule vacations and determine the maximum number for employees who may be on vacation at any one time, taking into account the needs of the Police Department, employee advance requests, and employee seniority. Vacation may not be taken in increments less than one full hour.

ARTICLE XI SICK LEAVE

Section 11.1 Purpose

Sick leave with pay is a privilege to be used for the employee's own personal illness or personal disability. Accrued sick leave may be used for the care of an ill or disabled immediate family member. Immediate family members, for this section only, are defined as spouse and/or dependent children. Taking unjustified sick leave may be considered as just cause for dismissal from the Department.

Section 11.2 Days Earned

Police officers shall earn sick leave pay at the rate of one (1) day for each full month of continuous employment up to a total of ninety-six (96) hours for a continuous work year. The maximum sick leave accrual is one thousand and one hundred twenty (1,120) hours. Sick leave will not accrue when an employee is on an extended leave as defined in Section 14.1 or 14.4 of this Agreement.

Section 11.3 Accrued Sick Leave

An employee will receive one day's pay for each day of accrued sick leave, which is used according to section 11.1. Sick leave may be used in one-hour increments and to be eligible the employee must give as much advance notice as possible. In order to be eligible for three or more consecutive days of sick leave, the employee may be required to supply a doctor's certificate, which the Police Chief determines is satisfactory medical justification, except that the Police Chief may request a doctor's certificate for a shorter absence if the Chief determines this step is warranted. In the event a sick leave day and a holiday fall on the same day, holiday, not sick leave, is paid.

Section 11.4 Bonus Program

If an employee uses two (2) sick days or less during their anniversary year, at the end of such year the employee shall receive sixteen (16) bonus hours of vacation for the following year. Each employee who has on record as of any anniversary date Nine Hundred and Sixty (960) sick hours and has worked ten years or more shall be eligible for one extra week of vacation during that anniversary year, which extra week shall not be cumulative. The maximum bonus vacation days under the bonus day program and the bonus vacation week program shall be forty (40) bonus hours of vacation.

ARTICLE XII LAYOFF AND RECALL

Section 12.1 Layoff

The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in reverse seniority order. Except in an emergency, no layoff will occur without at least thirty (30) calendar day's notification to the Labor Council. The City agrees to consult the Labor Council, upon request, and afford the Labor Council an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 12.2 Recall

Employees who are laid off shall be placed on a recall list for two years, at which point seniority and the employment relationship will terminate. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse 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 ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail, with a copy to the Labor Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

ARTICLE XIII WAGES AND OTHER BENEFITS

Section 13.1 Wage Rates

Wage rates for the term of this Agreement shall be as described in Attachment 1, which is attached to this Agreement and made a part of it.

Section 13.2 Retroactivity

All employees in the bargaining unit employed as of the date this Agreement is signed by both parties shall receive a retroactive wage increase, based on the wage schedule contained in Attachment 1, for all hours compensated between May 1, 2021, and the date of signing of this Agreement.

Section 13.3 Personal Leave Days

After completion of the probationary period, employees shall be eligible for twenty-four (24) personal leave hours annually each anniversary year. Leave days may be taken in one-hour increments and will be scheduled based on employee's request, as approved by the Chief of Police or his designee, whose decision is final.

Section 13.4 Pay Day

Employees will be paid every two (2) weeks.

Section 13.5 Rest Periods

Employees will receive two 15-minute rest periods per shift, as scheduled by the City, unless not allowed because of emergency. Employees must remain at work until the beginning of the rest period and resume work immediately at the end of the rest period.

Section 13.6 Uniform Allowance

Newly hired employees shall be supplied with a complete uniform as determined by the Chief of Police. Employees who have completed the probationary period shall receive: the following uniform items upon hire.

3 pairs of uniform pants	2 short sleeve shirts
2 long sleeve shirts	1 tie and

An annual cash uniform allowance each September of \$500.00 shall be provided to each officer. In May of each year \$700.00 may be converted by the affected officer to a credit with the current City uniform vendor to purchase through official City purchase orders a combination of any of the following approved uniform items up to the \$700.00 limit: pants, shirts, ties, collar pins, tie pins, nameplates, metal police buttons, handcuffs, duty equipment belts, duty weapon, and various carriers, shoes, boots, socks, hats, turtleneck undershirt or collar dickey, gloves, jacket, raincoat a flashlight, and off duty weapon. In addition, the Department will replace uniform items damaged in the line of duty. Employees are required to maintain their uniforms in a professional manner at all times. Detectives shall receive a one-time clothing allowance of five-hundred dollars (\$500.00) cash to be paid within thirty (30) days of being appointed to the Detective Division. Should an employee's uniform need replacement and the employee's clothing allowance is exhausted, then the cost of the uniform falls to the employee.

Section 13.7 Longevity Pay

Eligible employees shall receive annual lump sum longevity pay and added to the respective officer's base rate for pension purposes only. The longevity pay shall be paid on or about the respective officer's anniversary date of employment as follows:

<u>Years of Service as of Anniversary</u>	<u>Longevity Pay</u>
10 years through 12 years	\$600
13 years through 17 years	\$1000
18 years through 20 years	\$1300
21 or more years	\$1750

Section 13.8 Officer-In-Charge

An employee who is designated by the Department as Officer-In-Charge shall receive one hour of overtime pay for each shift that the employee is designated as officer-in-charge.

Section 13.9 Body Armor Replacement

The City shall supply body armor and a breast plate at a body armor rating of level 2, to all police officers covered by this Agreement, at no cost to the police officer. The City shall replace all police officers body armor at the manufacturer's recommended time limit, at no cost to the police officer. A police officer may choose to upgrade the threat level of City-provided body armor or change to another federally certified brand of body armor (certified to a minimum IIA threat level) at the employee's own cost for any dollar amount over the bid price of the armor supplied by the Department. The affected officer shall reimburse the City for any additional costs within thirty (30) days of receiving such armor. The complete body armor shall remain the property of the City of Zion Police Department.

Section 13.10 Tuition Refund Program

The City will reimburse employees for fifty percent (50%) of tuition, books and fees for classes required in the pursuit of an Associate, Bachelor or Masters Degree in Criminal Justice from any accredited college, junior college or university, so long as the employee receives a grade of "C" or better in the class. Upon enrollment in a course for which an employee intends to seek reimbursement, the employees must notify the Chief of Police/Designee of said enrollment, identifying the college, junior college, or university at which the employee will attend, the expected date of course completion and the course name and description. Upon completion of the

course, the employee shall provide the City with a receipt for tuition paid as well as a final course grade. The maximum annual expenditure under this Section for the entire bargaining unit shall be \$4,000. Reimbursement is limited to \$1,000 each year per employee unless the maximum fund allotment exceeds the requests made, in which case any excess funds will be reimbursed to employees, up to the 50% maximum reimbursement, equally among those submitting requests.

Section 13.11 Specialty Pay

Officers with the following specialty shall receive an annual stipend:

Firearms Instructor
Accident Investigator
Evidence Specialist
Field Training Officers
TRT Team Member
Detectives

All Team Member Eligible officers shall receive \$750.00 for each specialty listed, to be paid at the end of each calendar year. Officers shall be eligible for said pay after appointment to the unit. Specialty Pay shall be paid in a pro-rated amount based on active employment during the previous twelve (12) months.

Officers assigned to the Detective Bureau and the Accident Investigator Unit shall receive \$1500.00 for those specialties. Officers shall be eligible for said pay after appointment to the unit. Specialty Pay shall be paid in a pro-rated amount based on active employment during the previous twelve (12) months.

Section 13.12 Field Training Officer (FTO) Compensation

An Employee assigned as a Field Training Officer (FTO) shall receive one (1) hour of compensatory time for each full shift during which they train a recruit officer.

Section 13.13 Bilingual Stipend Pay

Eligible officers who are fluent in Spanish, Polish and Arabic shall receive an annual stipend of three-hundred dollars (\$300.00) to be paid on or about December 1st of each year. In order to be eligible for this stipend, the officer must successfully complete a Spanish proficiency exam to be administered by the City, and to be paid by the City. Whenever possible this proficiency exam shall be administered during work time. Additionally, the officer must be available to provide Spanish translation for Department purposes upon request.

Section 13.14 Lateral Hires

Any patrol officer who is hired as a lateral transfer shall receive credit for said prior law enforcement experience at a rate of one year for every two years of prior experience and shall be placed on the wage scale appropriately. In no instance shall a laterally hired officer be placed higher than Step 5 on the wage scale. The Employer may offer a patrol officer who is hired as a lateral transfer up to 40 hours of vacation time.

Section 13.15 RHS Plan

The parties agree to explore the possibility of adopting an RHS plan that is cost neutral to the City.

ARTICLE XIV LEAVES OF ABSENCE

Section 14.1 Unpaid Discretionary Leave

The City may grant an unpaid leave of absence under this Article to any bargaining unit employee where the City determines there is good and sufficient reason. The City shall set the terms and conditions of the leave.

Section 14.2 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing. The City shall comply with the Family Medical Leave Act ("FMLA") and post required documents. To be eligible for FMLA an employee must have been employed by the City for at least twelve (12) months prior to the request and have worked at least one thousand, two hundred fifty (1,250) hours within the twelve (12) month period preceding the request. An employee will not be entitled to incur any credit for benefits other than the continuation of health care while on unpaid leave. Employees will be required to pay any premium payment required under this Agreement during the unpaid leave.

Section 14.3 Military Leave

Military leave shall be granted in accordance with applicable state and federal law and this leave shall not be charged against vacation or sick leave.

Section 14.4 Bereavement Leave

In the event of death in the immediate family (defined as the employee's legal spouse, children, stepchildren, adopted children, parents, parents of spouse and stepparents, brother and sister, employee's grandparents, spouse's grandparents, brother-in-law, sister-in-law and grandchildren), an employee shall be granted three (3) consecutive workdays as bereavement leave within a reasonable time after the death of the family member. If the death occurs more than one hundred fifty (150) miles from the City of Zion, the employee shall be granted two (2) additional days of paid leave. An employee, if requested, may be required to provide satisfactory evidence of the death of a member of the immediate family.

Section 14.5 Leave for Illness, Injury or Pregnancy

(a) In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers compensation), or pregnancy, the City may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employer is unable to work, except that for a work-related injury compensable under workers compensation, an employee shall accrue seniority for the first twelve (12) months of leave.

(b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave,

the employee shall furnish a current report from the attending doctors at reasonable intervals set by the City. The City reserves the right to engage any qualified physician at its own expense to examine an employee and ascertain the propriety of any absence from work claimed to be due to injury or illness.

(c) Before returning from leave of absence for injury, illness, or pregnancy, or during such leave, the employee at the discretion of the City may be required to have a physical examination by a doctor designated by the City to determine the employee's capacity to perform work assigned. A leave of absence for illness, non-job-related injury or pregnancy will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.

Section 14.6 Benefits While on Leave

(a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. The accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return, the City will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his job according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

(b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

(c) During the approved leave or layoff under this Agreement, the employee shall be entitled to coverage under application group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the City.

Section 14.7 Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the City.

Section 14.8 On the Job Injury

The City will comply with the Worker's Compensation Act 820 ILCS 305 et. seq. concerning the on-the-job injury. Any absence from work pursuant to the foregoing sentence, up to one year, shall be counted in accruing eligibility for paid vacation and sick leave.

Section 14.9 Modified Duty Program

The City of Zion is committed to providing employees with available, reasonable opportunities to maintain career and employment status and benefits. To that end, it has developed a Modified Duty Program for employees who have sustained injuries or illnesses arising out of and in the course of their employment with the City ("work-related injury"). A Modified Duty Program is mutually beneficial and may aid in the employee's recovery.

PURPOSE

The purpose of the Modified Duty Program is to provide a temporary modified work assignment to the employees with injuries or illnesses sustained on duty or off duty if the employee receives a medical release form from his/her physician to perform such assignment, subject to the Employer's approval. Such approval will not be unreasonably withheld.

OBJECTIVES

- (1) To return employees to work as soon as possible after an injury or illness provided there is not a probability of re-injury or aggravation of an injury or illness to themselves, and the return to work does not directly or indirectly adversely jeopardize the safety of others or is otherwise potentially detrimental to the City.
- (2) To minimize financial hardship and emotional stress to the employee who has sustained an occupational injury.
- (3) To assist employees in returning to work at a level close to their pre-injury earnings and productivity.

BASIC PROGRAM REQUIREMENTS

1. Information Gathering. A police officer with an injury or illness must promptly notify the Police Chief/Designee of any and all changes or modifications to the employee's work restrictions. The Police Chief or other representative of the City will, with the employee's cooperation, obtain a list of duties the employee is capable of performing and any of the employee's physical limitations. The City may ask an employee entitled to receive disability payments under the Act or currently on Modified Duty, to undergo an examination by a duly qualified medical practitioner or surgeon selected by the City at any time and place reasonably convenient to the employee, for the purpose of determining the nature, extent and probable duration of the injury received by the employee.

(2) Creation of Assignment. The Police Chief or his designee will provide the police officer's immediate supervisor with a Physical Evaluation Form. The immediate supervisor will work with the Police Chief or designees in assigning Modified Duty to the employee, if possible or applicable. In some cases, the City may not have any available Modified Duty tasks.

(3) Time Limits and Compensation:

1. Modified Duty assignments will not create a new job, but instead will incorporate or modify an existing position on a temporary basis.
2. All assignments will be for a limited duration. A review date will be established at which time the department head will review the assignment and determine if it should be extended.
3. The Commissioner must approve the extension before it is effective. In no event, however, will an employee be permitted to perform light duty assignments for more than ninety (90) working days, except for pregnancy, as covered under Illinois Statutes 775 ILCS 5/2-102.
4. The City will compensate an employee on Modified Duty at the employee's regular pay rate, when the police officer is entitled to such by state law. Otherwise, the employee will be

compensated at no less than 2/3 of what the employee's average weekly regular wage (excluding overtime) was prior to the accident, injury, or illness. Compensation may be made by the City and/or the City's workers' compensation coverage provider.

Notification: The Police Chief will provide the employee with written notification of the Modified Duty assignment, which includes a description of the position, its physical requirements, and the date the employee is expected to report to the assignment.

Compliance. A police officer, who declines a Modified Duty position, which is within the limitations, as determined by the treating physician or qualified independent physician, may be subject to disciplinary action and possible dismissal. In certain circumstances, the employee may also lose eligibility for workers compensation temporary total disability benefits.

Review and Modification of Assignment. All Modified Duty assignments are subject to continuing review of the existing medical restrictions of the employee. The Police Chief and the City officials will continue to develop and coordinate appropriate duty assignments.

Procedure

(1) A physician must certify fitness for limited duty assignments, including specific information on restrictions (e.g.- lifting limit; driving capability; walking capability). There also must be a reasonable expectation that the employee will be able to assume full duties and responsibilities within three (3) months.

(2) The Police Chief and all other necessary administrative personnel will evaluate the medical information and determine what, if any, assignment may be available for the employee. Reduced time (i.e.- part time) assignments are possible.

(3) All assignments will be for a limited duration. A review date will be established at which time the department head will review the assignment and determine if it should be extended. The Administrator and Commissioner must approve the extension before it is effective. In no event, however, will an employee be permitted to perform light duty assignments for more than ninety (90) working days, except for pregnancy, as covered under Illinois Statutes 775 ILCS 5/2-102.

(4) assignments may involve work outside of the employee's department.

(5) Police officers will be notified of assignments (in writing, if necessary) and may not refuse the assignment. Failure to report for this work will result in notification of the workers' compensation carrier, when applicable, and may also result in disciplinary action, up to and including termination.

(6) The decision to provide and/or require limited duty assignments is at the sole discretion of the City. Nothing herein shall be construed to require the City to create light duty assignments for a police officer, or to provide light duty work when such assignments may be available. The City also reserves the right, at its sole discretion, to discontinue such assignments at any time.

ARTICLE XV INSURANCE

Section 15.1 Hospital-Medical and Dental Insurance

(a) The group hospital and medical insurance plan (employees and dependents) shall provide for the following per the City's health care program:

Deductible:	\$250 per person
Family Deductible:	3 individual deductibles
Individual Out of Pocket Limit:	\$1,250
Family Out of Pocket Limit	3 individual out-of-pocket expense limits.

Benefit Payment Level: 80% of eligible charge of BCBSIL Contracted Rate in-network and 60% of eligible charge for out-of-network use. The following are part of the medical plan: The prescription drug card co-pays shall be the following:

Preferred Generic Drugs:	Retail: Preferred-\$0/Non-Preferred-\$10/Mail:\$10 Non-Participating Provider-\$10
Non-Preferred Generic:	Retail: Preferred-\$10/Non-Preferred-\$20/Mail:\$20 Non-Participating Provider-\$20
Preferred Brand Drugs:	Retail: Preferred-\$35/Non-Preferred-\$55/Mail:\$70 Non-Participating Provider-\$55
Non-Preferred Brand:	Retail: Preferred-\$75/Non-Preferred-\$95/Mail:\$150 Non-Participating Provider-\$95
Preferred Specialty:	\$150 (Mail order does not apply) Non-Participating Provider-\$150
Non-Preferred Specialty:	\$250 (Mail order does not apply) Non-Participating Provider-\$250

*Limited to a 30-day supply at retail (or a 90-day supply at a network of select retail pharmacies). Up to a 90-day supply by mail order. Specialty drugs limited to a 30-day supply. Payment of the difference between the cost of a brand name drug and a generic may also be required if a generic drug is available. All out-of-network prescriptions are subject to a 50% additional charge after the applicable copay/coinsurance. Additional charges will not apply to any deductible or out-of-pocket amounts.

(b) Benefit payment level for the first \$6,250 of covered expenses shall be payable on an 80%/20% co-insurance basis and thereafter the plan will pay 100% of covered charges, up the maximum benefits set forth in the plan for in-network use only and 60%/40% of the same charges for out-of-network use.

(c) "Buy out" plan whereby an employee who elects not to have the City of Zion insurance coverage, because that employee is covered elsewhere under a group insurance plan, shall receive by separate check a payment from the City at the end of the calendar year equivalent to 25% of the City's premium cost, or a pro rata amount if the employee has only worked a portion of the calendar year; employees who elected the opt-out plan must sign a statement stating that return to City insurance is only permitted under specific circumstances (e.g., divorce, death of spouse or loss of spouse's insurance) and evidence of insurability; opt-out payments to be made annually in

December and shall be based on 25% of retiree insurance premium amount, either single or family, or a pro rata amount as described above.

With the specific benefits noted above, the City shall continue to make available to employees covered by this Agreement and their dependents substantially similar group hospital and medical insurance (including major medical insurance) and group dental plan as existed prior to the signing of this Agreement, with dental plan annual (calendar) maximum allowance per person of \$1,500 and lifetime maximum per person orthodontia coverage of \$4,000. The City retains the right to elect a different insurance carrier or self-insure, so long as the benefits provided by such insurance continue substantially unchanged. If changes to the plan are mandated by federal or state law, then the City shall notify the Union of its desire to reopen the Agreement for the purpose of bargaining over such changes, and the parties shall meet promptly to engage in bargaining over the changes.

Section 15.2 Cost

Employee contributions to the group medical plan shall be as follows: Employees shall pay 10% of the cost of the monthly health insurance premium. Upon annual renewal, the employee contribution shall not increase by more than 7.5% over the previous year employee contribution. All costs of the group medical and over and above the employee contributions shall be paid by the City.

Section 15.3 Section 125 Plan

Effective in 1994, the City implemented comprehensive Section 125 Plan for employee medical contributions, deductibles, employee co-pay, and any other benefits which are appropriate for a comprehensive Section 125 Plan to be administered by an outside administrator paid for by the City (Dependent Care Coverage: \$5,000 annual maximum; Medical Account: \$2,000 annual maximum). The rules and provisions of Section 125 Plan entered into between the City and the Administrator shall be controlling. Employees who elect to participate in the Plan may change their participation level annually at the end of each calendar year. The effective date of the beginning of employee contributions under Section 16.2 and Plan changes under Section 16.1 shall be the same as the effective date of the Section 125 Plan.

Section 15.4 Group Life Insurance

Employees (not dependents) shall be provided with \$50,000 group term life insurance paid for by the City.

Section 15.5 Retiree Insurance

Employees who are age 50, have 20 years of continuous service at time of leaving City employment, or who are on disability, and who retire and are eligible to receive a pension from the Illinois Police Pension Fund shall be eligible to elect single and/or dependent coverage under the City's hospital-medical-major medical insurance program (but not life or dental) by paying the full premium amount, which may increase from time to time. Coverage must be continuous from the date of leaving the City's active employee and ends if the employee is eligible for Medicare. The premium must be deducted from the retiree's pension check or paid quarterly in advance.

Section 15.6 Retiree Medical Insurance

(a) An employee who retires on or after May 1, 2002 at or after age 55 or older with 20 years or more of credited service under the Illinois Police Pension Fund and who elects to continue group

medical insurance coverage, without any break in insurance coverage, shall receive the benefit set forth in subsection (b) (the portion of the premium that is paid by the City) of this Section, beginning on the date of the employee's retirement and continuing until the date at which the employee is eligible for Medicare coverage, unless the retiree earlier terminates the coverage provided for by this subsection. If a retiree elects the benefit set forth in this subsection, the retiree agrees to pay the balance of the applicable medical insurance premium, which balance may increase or decrease from time to time.

(b) In order to improve flexibility among employees seeking to retire before the age of 55, the City shall on an alternative basis make available to an employee who retires on or after May 1, 2000 at the age of 50 with 20 years or more credited service under the Illinois Police Pension Fund, and who elects to continue group medical coverage, without any break in insurance coverage, the following benefits, beginning on the date of the employee's retirement and continuing until the date at which the employee is eligible for Medicare coverage, unless the retiree earlier terminates the coverage provided for by this Section. If a retiree elects the benefits set forth in this subsection, the retiree agrees to pay the balance of the applicable medical insurance premium, which balance may increase or decrease from time to time:

	<u>Age 50</u>	<u>Age 55</u>
Single	\$233.33 per mo.	\$300.00 per mo.
Single + One	\$267.00 per mo.	\$350.00 per mo.
Family	\$300.00 per mo.	\$400.00 per mo.

Benefits for eligible retirees between the ages of 50 and 55 will be pro-rated accordingly. The benefits set forth in this subsection shall not exceed the amount of the insurance premium and shall not be paid directly to the employee, but rather shall be credited for the employee's benefit with the insurance carrier and/or program selected by the City.

Section 15.7 Cost Containment

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

Section 15.8 Inoculation

If not covered by the insurance program, the City will pay for needed inoculation or immunization for an employee and family members if the employee is exposed to contagious disease in the line of duty.

ARTICLE XVI PHYSICAL FITNESS

Section 16.1 Physical Fitness Requirements

In order to maintain and improve efficiency in the Police Department, to protect the public and to reduce insurance costs and risks, the City may establish a physical fitness program, which will include individualized goals. While employees may be required to participate in any such program, no employee will be disciplined for failure to meet any goals that may be established as long as the employee makes a good faith effort to meet any such goals.

Section 16.2 Fitness Examinations

If there is a reasonable question concerning an employee's fitness for duty, or fitness to return to duty, the City may require that the employee have an examination by a qualified and licensed physician at the City's expense.

ARTICLE XVII GENERAL

Section 17.1 Health and Safety

The City will make reasonable provision for the safety and health of employees during their hours of employment. The employees will abide by the health and safety rules of the City. There shall be a Safety Committee composed of two employee members selected by the Labor Council and one or two members selected by the City. This committee shall be established within sixty (60) days of the execution of this Agreement by both parties. The Safety Committee shall meet quarterly, as needed, to assist management in maintaining a safe and healthy workplace and ensure employee cooperation with safety rules. Upon approval of the Chief of Police, the Employer will repair or replace an officer's eyeglasses, contact lenses or prescription sunglasses which are damaged during the employee's duties if the employee is required to use physical force or is attacked. Such approval will not be unreasonably withheld.

Section 17.2 Police and Fire Commission

The parties recognize that the Police and Fire Commission has certain statutory authority over employees covered by this Agreement. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Police and Fire Commission, except as stated in Article VII, Section 6.8 of this Agreement regarding the appeal of discipline of bargaining unit members.

Section 17.3 Uniform Peace Officers' Disciplinary Act

Employees may be disciplined for just cause and discipline shall be progressive and corrective and shall be designed to improve behavior. Nothing in this Agreement is intended to abridge rights of an employee under the Uniform Peace Officers' Disciplinary Act (50 ILCS 715/1, et seq.). If an employee is being questioned about any matter, which the employee reasonable believes may lead to disciplinary action of that employee, the employee shall have the right to request that a representative of the Labor Council be present at such questioning.

Section 17.4 Burial Arrangements

If an employee is killed in the line of duty, the City will pay for reasonable burial and funeral expense, as selected by the family, with the understanding that the City has the right to impose a limit on the maximum expenditure.

Section 17.5 Personnel Files

By giving advance written notice to the City, an employee may request to examine that employee's personnel file during regular business hours. The employee must make an appointment for this purpose, and it is understood that any items exempt from inspection under Illinois law shall not be made available to the employee.

Section 17.6 Drug and Alcohol Testing

There shall be a drug and alcohol policy in effect for the term of this Agreement in the form attached to this Agreement and designated Appendix A.

Section 17.7 Retention of Disciplinary Record

Any information of an adverse employment nature, which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the employee in any future proceedings. Although verbal reprimands can be used for employee evaluations, upon the employee's request, verbal, and written reprimands, not including suspension or time off, would be attached to the employee's annual evaluation and removed from the employee's performance log.

Section 17.8 Notice of Placement in Personnel File

Employees shall be simultaneously notified, in writing, when anything other than of a routine nature is placed in their files. In this same regard, a copy of disciplinary action or material related to the job performance which is placed in an employee's file shall be made available to the employee prior to or reasonably close to the time that it is placed in the file. \No citizen complaint shall be placed in an employee's file unless the complaint is accompanied by a specific disciplinary action related to the complaint.

Section 17.9 Outside Employment

Patrol Officers shall be subject to Appendix B for Secondary Employment Policy of the Department. Additionally, pursuant to this Appendix and the agreement between the parties, and as a benefit to the police officers, the Department may place sworn officers into security positions for local businesses by contracting for those services with local non-governmental businesses. To that end, the Department will facilitate assignment of this outside employment to police officers as well as facilitate payment of wages to officers assigned to those duties. No employee of the City shall be employed in any other business, position or occupation that interferes or conflicts in any way with his City position or with a full and proper performance of his duties. An employee engaged in outside employment must first notify the Chief of Police of such employment. The City may deny or withdraw approval of outside employment upon just cause. Further, an employee may not engage in any other business, position, or occupation outside of the City limits which requires the possession of a firearm without first obtaining a written agreement from such business, position or occupation to indemnify the City of Zion for any liability (including workers' compensation or tort liability) which may exist because of the use of such firearm.

Section 17.10 Residency

All employees/officers of the City of Zion shall be permitted to reside outside the corporate boundaries of the City of Zion, unless such employees/officers are mandated by the Constitution of the State of Illinois or by the Illinois Compiled Statutes to be electors of the City of Zion. Mandated, for the purpose of this section, shall mean that said provision of the law cannot be varied by the corporate authorities of the City of Zion. (Ordinance 98-0-44)

ARTICLE XVIII REPRESENTATION

Section 18.1 Right to Respond

Prior to imposing discipline, the Chief of Police or his designee shall meet with the employee involved, and with a Union representative if requested by the employee, to review the reason(s) for possible discipline and to give the employee an opportunity to respond before finalizing disciplinary action.

Section 18.2 Union Representation

An employee shall be entitled to the presence of a Union representative at any meeting, conference, interview or interrogation under circumstances where the actions of the affected employee are being investigated and the affected employee reasonably believe(s) that he/she may be subject to discipline. The employee may also have an attorney present for any formal interrogation. The presence or unavailability of such representative(s) shall not unreasonably delay such interview.

ARTICLE XIX TERM OF AGREEMENT AND LEGALITY CLAUSES

Section 19.1 Complete Agreement

This Agreement supersedes and cancels all prior practices, policies and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. If a past practice is not addressed in the Agreement, it may be changed by the City as provided in the management rights clause. Each party waives the right to bargain further on any subject during the term of this Agreement, except that the parties agree to bargain on a drug/alcohol testing program as soon as the City submits a proposed program to the Labor Council.

Section 19.2 Savings Clause

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court or competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision; and upon issuance of such decision, the City and the Labor Council agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof. During the course of such negotiations, Article VIII, No Strike-No Lockout, shall remain in full force and effect.

Section 19.3 Term of Agreement

This Agreement shall be effective on the date of execution by both parties and shall remain in full force and effect until 11:59 p.m. April 30, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than sixty (60) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph. Notwithstanding any provision in this Agreement to the contrary, this agreement shall remain in effect after the expiration date while negotiations and/or impasse procedures for a new agreement are continuing. Executed this _____ day of _____ 2023.

For the Village of Zion:

Billy McKinney 5-2-23
Billy McKinney Date
Mayor

Sheryl Spooner 5/2/23
Sheryl Spooner Date
Village Clerk



For the Illinois Fraternal Order of Police
Labor Council:

Joseph Hixson 5/2/23
Joseph Hixson Date
Unit Steward

Paul Sage 5.2.23
Paul Sage Date
Unit Steward

Theodore Polknojak 05/02/2023
Theodore Polknojak Date
Unit Steward

Kevin S. Krug 050423
Kevin S. Krug Date
ILFOP Labor Council

ATTACHMENT 1 ANNUAL WAGE RATES

The following wage rates shall be in effect during the term of the Agreement: The annual wage rates for patrol officers shall be as follows:

	05/1/2021		8/30/2021-4/30/2023
Step 1	\$62,223	Start	\$70,000
Step 2	\$65,650	Completion of Probation	\$75,000
Step 3	\$69,266	Start of Year 2	\$80,000
Step 4	\$73,082	Start of Year 3	\$85,000
Step 5	\$77,107	Start of Year 4	\$90,000
Step 6	\$81,354	Start of Year 5	\$95,000
Step 7	\$85,835	Start of Year 6	\$100,000
Step 8	\$90,563	Start of Year 7	\$105,000
Step 9	\$95,552		
Step 10	\$100,814		

5/1/2023-4/30/2024

Start	\$76,000
Completion of Probation	\$81,000
Start of Year 2	\$86,000
Start of Year 3	\$91,000
Start of Year 4	\$96,000
Start of Year 5	\$101,000
Start of Year 6	\$106,000
Start of Year 7	\$111,000

5/1/2024-4/30/2025 3%

Start	\$78,280
Completion of Probation	\$83,430
Start of Year 2	\$88,580
Start of Year 3	\$93,730
Start of Year 4	\$98,880
Start of Year 5	\$104,030
Start of Year 6	\$109,180
Start of Year 7	\$114,330

5/1/2025-4/30/2026 3%

Start	\$80,628
Completion of Probation	\$85,933
Start of Year 2	\$91,237
Start of Year 3	\$96,542
Start of Year 4	\$101,846
Start of Year 5	\$107,151
Start of Year 6	\$112,455
Start of Year 7	\$117,760

APPENDIX A ALCOHOL AND DRUG POLICY

In an effort to ensure a safe and productive work environment and the efficient delivery of public services and comply with the Illinois and federal Drug-Free Workplace Acts, the City of Zion has adopted the following policy. The goal of this policy is to ensure that each City employee is as fit for duty and as safe and productive as possible every workday.

A. Prohibitions

Employees shall not use, possess, sell, buy, dispense, manufacture, distribute, or transfer illegal drugs while they are operating City vehicles or equipment, on City premises, or working. Although cannabis is legal in certain situations in Illinois, cannabis is not legal under federal law and is included in the definition of “illegal drugs” for the purposes of this policy. Employees shall not buy, sell, use, possess or consume alcohol or abuse prescription medication while working or operating City vehicles or equipment. Employees shall not work or report to work under the influence of alcohol or illegal drugs. Employees shall not misuse alcohol, use illegal drugs or abuse prescription drugs in a manner which impairs their ability to safely and effectively perform assigned job duties or otherwise adversely affects the safety of the public, or City employees, or the reputation or business of the City. Notwithstanding the foregoing, police officers may use, buy, sell or deliver illegal drugs in the performance of their duties with the prior approval of the Police Chief or his deputies. A violation of this Policy will subject an employee to disciplinary action, up to and including discharge.

B. Medications

While the City prohibits the abuse of prescription medications, it does not prohibit the use or possession of over-the-counter medicines, or the use or possession of controlled substances under the supervision of a licensed health care professional. Any employee taking any medication whose label warns that it may adversely affect the user’s ability to drive safely, operate machinery or maintain alertness should consult with his physician about his job duties and ability to perform his job safely. If the physician imposes any restrictions or does not advise the employee that he may continue to perform safely, the employee should immediately notify his supervisor. Whenever possible, such employees will be reasonably accommodated.

C. Testing

Employees are subject to testing for evidence of drug or alcohol use:

1. Where there is a reasonable suspicion that an employee is adversely affected by alcohol or illegal drugs while operating City vehicles or equipment or working;
2. Where there is a reasonable suspicion that an employee has used or possessed alcohol, illegal drugs or abused prescription drugs in violation of this policy;
3. During periodic physicals (employees will receive thirty days advance notice whenever testing is conducted as part of the physical);

4. Where the employee is in out-patient or in-patient treatment for chemical dependency, or is covered by an after-care program, and the program directs testing;
5. After an on-the-job accident which results in a personal injury requiring emergency medical treatment away from the scene of the accident or substantial property damage, where there is a reasonable suspicion, and which appears to have been caused by the employee's carelessness or failure to follow City rules or proper safety procedures;
6. Where the employee is subject to random testing as a condition of employment; or
7. Where testing is required by law or regulation.

The City shall also require all applicants for employment to take and pass drug tests.

D. Disciplinary Consequences

Employees who refuse to be tested, test positive, refuse to cooperate in an evaluation or fail to document their successful completion of any recommended treatment after an initial positive, tamper with the testing process, or who violate Section A or Section B of this policy are subject to disciplinary action, up to and including discharge. Such discipline and discharge shall be in accordance with and subject to applicable discipline policies, union contracts, or civil service commission rules.

E. Voluntary Request for Help

The City encourages any employee with an alcohol or drug dependency problem to promptly notify the City Clerk or seek professional assistance directly before the problem leads to an incident requiring disciplinary action. Such employees shall be accommodated to the extent required by law. Where a violation of this policy or other City rules has occurred, an employee's voluntary request for help or participation in a drug or alcohol rehabilitation program shall not insulate the employee from appropriate discipline, up to and including discharge.

F. Application

This policy applies to all City employees, union and non-union, and to all applicants for employment with the City.

G. Criminal Convictions

Employees who are convicted of crimes involving controlled substances or of driving under the influence are required to notify their supervisors within 5 days. Such employees may be transferred to non-safety sensitive jobs, disciplined appropriately, or transferred to an available job that does not involve the operation of a motor vehicle. If such employees are directly engaged in performing work under a state or federal contract or grant, and the crime involved drugs in the workplace, the conviction will be reported within 10 days to the contracting granting agency, and the employee will be discharged within 30 days. Employees who have been arrested for driving under the influence and are awaiting disposition of the charge must report said arrest to their supervisor if they have

received a suspension of their driver's license.

H. Effective Date and Administration

This policy became effective on December 17, 1990, and amended from time to time and will be administered in accordance with the attached Procedures.

Procedures for Administering the Alcohol and Drug Policy

The following procedures shall be followed in administering the Alcohol and Drug Policy dated December 17, 1990, as amended thereafter.

1. Dissemination of Policy and Procedures

- a. Prior to testing, all employees and applicants will be advised of the City of Zion's Alcohol and Drug Policy and Procedures, and their right to receive a copy of the Policy and Procedures.
- b. Failure of an employee or applicant to receive a copy of the City of Zion's Alcohol and Drug Policy and Procedures will not constitute a defense to violations of the Policy and Procedures.

2. Alcohol and Drug Awareness Program

In order to maintain a drug-free workplace and make employees aware of the dangers of alcohol misuse and drugs, the City shall:

- a. Provide each employee with a copy of its Alcohol and Drug Policy;
- b. Post notice of the City's Alcohol and Drug Policy in a place where other information for employees is posted;
- c. Make available materials from local, state and national anti-alcohol and drug abuse organizations about the adverse health and safety effects of illegal drugs and alcohol misuse and about available sources of counseling and treatment for chemical dependency.
- d. Advise employees that a trained referral team is in place and assist employees who request help with drug and alcohol problems; and
- e. Review and update its Policy annually or as needed.

3. Notice

The City shall ensure that all employees have been given at least 30 days advance notice of its Alcohol and Drug Policy and testing program. Employees shall be given at least 30 days' advance notice of annual physicals.

4. Definitions

- a. "Under the Influence" means, with respect to alcohol, an alcohol concentration of .02 or more, whether measured directly or through breath analysis, or an appearance, actions, odors or speech, which lead a supervisor to reasonably conclude that an employee's ability to perform job safely and effectively has been impaired by alcohol.
- b. "Under the Influence" means, with respect to illegal drugs, the presence of a drug metabolite in at least the concentrations specified by Department of Health and Human Services standards.
- c. The term "illegal drugs" means cannabis and any and all controlled substances under Illinois and Federal law, such as but not limited to, marijuana, cocaine, amphetamines, barbiturates, PCP, opiates, methadone, methaqualone, and benzodiazepines, which are not being used under the supervision of a licensed health care professional, or otherwise in accordance with law.
- d. "Abuse of Prescription Medications" means using controlled substances other than pursuant to a prescription (or under the supervision of a licensed health care professional), or inappropriately obtaining multiple prescriptions for controlled substances or using controlled substances contrary to a doctor's or the manufacturer's directions.
- e. "Medical Review Officer" ("MRO") means a licensed physician under contract to the City with appropriate training to evaluate alcohol and drug test results and claims by employees of legitimate medical explanations for their test results.
- f. "Reasonable Suspicion" means a determination by a trained supervisor or manager, based on specific, contemporaneous, documented, and articulate observations, that there is a reason to believe an employee is using, possessing, impaired by, or under the influence of alcohol or illegal drugs in violation of City policy.

5. Selection for Alcohol or Drug Testing

a. Reasonable Suspicion Testing

All supervisors and officials with the authority to order reasonable suspicion testing shall be trained to recognize the indications of drug and alcohol use. When employees are selected for reasonable suspicion testing, at least one, and whenever practical, two trained supervisors will document the reasons for the employee's selection. On request, employees selected for such testing will be given a copy of such documentation within a reasonable time after testing. If interviewed as part of the reasonable selection process, unionized employees should be advised of their right to have a union representative present. Any unreasonable delay in obtaining a union representative shall serve as a waiver of said right.

b. Follow-up Testing

The number and schedule of follow-up tests shall be as directed by the employee's treatment or after-care program counselor or by his supervisor. Employees must abide by said terms and consent to release of compliance information. Employees who voluntarily seek help for drug or alcohol

problems pursuant to Section E of the Policy or who are mandatorily referred for treatment by the City are subject to follow-up testing during any recommended after-care period.

c. Refusals to Cooperate

Employees selected for testing must cooperate in such testing at the time of their selection. An employee's failure to timely submit a specimen or submission of an altered, substituted, or adulterated specimen shall constitute a refusal to cooperate. If an employee promptly establishes to the satisfaction of the City's MRO that his failure to submit a specimen was caused by a medical condition, the employee shall not be disciplined for refusing to cooperate.

6. Consequences of Positive Test Results or Refusals to Cooperate

- a. The first-time employees test positive they will be subject to disciplinary action, up to and including discharge. Depending on circumstances, such employees may be suspended, mandatorily referred to treatment, required to cooperate in an evaluation and complete treatment, demoted, transferred, or placed on leaves of absence.
- b. The City will seek termination of any employee who refuses to cooperate in testing and of any employee who fails a test or violates the Alcohol and Drug Policy more than once.

7. Consequences for Chemical Dependent Employees Who Voluntarily Seek Assistance

- a. Chemically dependent employees, who have not tested positive, who voluntarily seek assistance, and for whom in-patient treatment is recommended, may be placed on a leave of absence. Employees will be allowed to use any accrued sick or vacation pay during such a leave of absence.
- b. Employees for whom out-patient treatment or counseling is recommended may be reassigned to other available positions, consistent with the City's obligations to maintain public safety and a safe workplace. The City does not guarantee reassignment to another position.
- c. The City will seek termination of any employee who fails a follow-up test.
- d. Some or all of the cost of any recommended treatment may be covered under City-funded insurance policies. The City shall not be liable to pay for treatment or counseling except to the extent that it is paid for by City-funded policies in which the employee is a participant.
- e. Where practicable or required by law or contract, the City will reinstate employees from leaves of absence for treatment, to the position they held prior to the leave.

8. Reporting Procedures

Any employee requesting assistance for an alcohol or drug problem should contact his or her department head. The department head is responsible for notifying the administrative contact, the City Clerk. The City Clerk is responsible for notifying the employee and/or the family of their responsibilities. This centralized contact ensures that only one person is giving out information,

allows for the handling of all such incidents to be uniform, and provides a source of information for both employee and administration.

9. Collection Site and Test Procedures

- a. Employees selected for reasonable suspicion testing shall be escorted to and from a nearby medical facility.
- b. When employees or applicants arrive at the collection site, they shall be required to verify their identity and present executed consent forms. Employees may be required to submit urine, breath, or blood specimens.
- c. All urine, breath and blood specimens will be collected by trained collection site persons, not employed by the City at a nearby medical facility, where alcohol tests will be conducted and/or urine specimens collected. Urine specimens will be labeled, sealed with tamper-resistant tape or caps and sent via courier to certified testing labs, holding all legally required licenses, to be tested for drugs.
- d. Employees and applicants will not be observed visually as they urinate except where there is a reasonable suspicion that they have attempted to tamper with the collection process; but will be required to wash their hands and remove outer garments that might conceal urine containers prior to providing specimens. Employees and applicants will be allowed to verify that their specimens have been properly sealed and labeled.
- e. Where practical, employees will be offered a choice between breath testing and providing a blood specimen, when being tested for alcohol use. All breath specimens will be tested using calibrated devices which have been approved by the federal government for evidential breath testing. All blood specimens will be tested by licensed clinical laboratories for alcohol by Gas Chromatography.
- f. An Alcohol Concentration of .02 or more is a positive test result and shall constitute being under the influence of alcohol. All positive blood specimens will be retained for twelve (12) months.
- g. Urine specimens shall be stored securely by the facility at which they are collected until shipped to a federally certified testing laboratory for analysis. The laboratory shall adhere to internal chain of custody procedures, subject all positive urine screens to confirmation by Gas Chromatograph/Mass Spectrometry, and use the levels set forth by DHHS guidelines, to determine whether or not urine specimens are positive.
- h. All positive urine specimens' will be retained by the City's lab for at least twelve (12) months.

10. Test Results

- a. The laboratory will report both positive and negative drug test results initially to the City's MRO, who shall notify the test subject of the results. All employees and applicants who have tested positive for drugs shall be notified by the MRO of their right to promptly provide a legitimate medical explanation for their results. Where such an explanation is provided, the MRO will report to the City that the employee has passed the test. If, however, the MRO concludes that an employee who provides such a legitimate medical explanation is not fit for his current duty assignment, the

employee's department head, the MRO, the employee and the employee's union representative (if requested) will meet to consider possible reassignment to other available jobs. The City does not guarantee that an employee who is not fit for his current duty assignment will be reassigned to another job, but will accommodate such an employee to the extent required by law.

b. Employees may also, at their own expense, arrange to have a portion of their original urine specimen retested by a different federally certified laboratory under appropriate chain of custody procedures. Requests for such retesting must be made within 72 hours of notice of a positive test result from the MRO. The results of such independent retests will be given appropriate consideration by the City.

c. Employees selected for reasonable suspicion and post-accident testing may be placed on administrative leave with pay pending receipt of tests results. All other employees may continue to work pending receipt of test results.

11. Confidentiality, Record Security and Access

Records relating to requests for voluntary help, positive test results, Continued Employment Agreements and information disclosed pursuant to such agreements will be maintained in locked files by the City Clerk. Access to such records shall be on a need-to-know basis and shall be limited to the City Clerk, the employee, the employee's Department Head, the City's MRO and legal advisors, such persons as the employee may authorize, and all persons whose involvement is reasonably necessary to the defense of any grievance, lawsuit or other legal proceeding initiated by or on behalf of the employee which relates to or arises out of information contained in such records.