

CITY OF VIENNA
CITY COUNCIL MEETING
VIENNA CITY HALL
205 North 4th St
February 7, 2018
6:30 P.M.

AGENDA

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill _____ Riddle _____ Myrick _____ Owen _____ Racey _____ Tuey _____

3. Omnibus Consent Agenda

- Approval of the January 17, 2018 Minutes
- Approval of the Warrant
- December 2017 Treasurer Report

Motion _____ **Seconded** _____

Hill _____ Riddle _____ Myrick _____ Owen _____ Racey _____ Tuey _____

NEW BUSINESS

4. Mayoral Appointments: Kari Gholson- Library Board (Replacing Bill Worrell)
Rodney Gholson- Zoning Board (Replacing Rosemary Orr)

5. Authorization and Approval for the agreement between Little Egypt Shows and The City of Vienna for the annual Spring Fling to be held at the City Park- May 3-5, 2018.

Motion _____ **Seconded** _____

Hill _____ Riddle _____ Myrick _____ Owen _____ Racey _____ Tuey _____

6. Authorization and Approval of Collective Bargaining Agreement between the City of Vienna, IL, Police Dept and Local Union 5. Duration (August 1, 2017- July 31, 2020)

Motion _____ **Seconded** _____

Hill _____ Riddle _____ Myrick _____ Owen _____ Racey _____ Tuey _____

7. Authorization and Approval of application to issue Russell Oil Company a Class A liquor license at the location of 201 North 1st. (Currently holds a Class B license)

Motion _____ **Seconded** _____

Hill _____ Riddle _____ Myrick _____ Owen _____ Racey _____ Tuey _____

8. Authorization and Approval of (Tourism Funds \$340.00) to Vienna Times for 1/2 panel ad in Southernmost IL Tourism Forest Map

Motion _____ **Seconded** _____

Hill _____ Riddle _____ Myrick _____ Owen _____ Racey _____ Tuey _____

9. Authorization and Approval of (TIF Funds \$1,953.43) for purchase of plasma cutter and accessories for installation of radio gas/water modules. American Welding & Gas, Inc.

Motion _____ **Seconded** _____

Hill _____ Riddle _____ Myrick _____ Owen _____ Racey _____ Tuey _____

PUBLIC COMMENT/ADDITION TO THE AGENDA

10. **City Elected and Appointed Officials:**

- Jon Simmons, Mayor
- Aleatha Wright, Clerk- Revised unnamed streets-VGS proposal-consent from council
- - Donation of Bike Rack from Southern Seven

- Josh Stratemeyer, City Attorney
- Shane Racey, City Superintendent- Millstone Water District donation of waterline to city.

- Michelle Meyer, Treasurer
- Jim Miller, Chief of Police- Consent for Specialized Training (3/12/18-3/13/18)
- Brent Williams, Fire Chief
- City Council

11. **Adjournment:**

POSTED: 2-5-18

BY: *A Wright*

**Little Egypt Shows
AGREEMENT**

Phone: 618-997-4584
618-922-4262
618-727-9024

2018

810 East Gregory Ave.
Marion, IL 62959

This agreement made this 7th day of February, 2018 by and between
LITTLE EGYPT SHOWS, Hwy. 37 North., Marion, IL Party of the First Part, and City of Vienna
205 N. 4th Street Vienna, Il 62995, Party of the Second Part, as follows:

Party of the first part agrees to present **LITTLE EGYPT SHOWS**, consisting of Amusement Rides,
Concessions, and if available, Paid Admissions Shows at Vienna, IL, for a period of 3 days, starting
May 3RD and ending May 5TH, 2018, for event

To be known as Spring Fling.

Party of the second part agrees to furnish location to be known as City Park
For the erection and operation of said attractions, drinking water, electricity for illumination and power and all
necessary licenses or permits required for operation. Party of the second part agrees to have location,
electricity and water available n/a.

If streets are used for the location of said attractions, party of the second part agrees to have them
closed to all traffic and parking not later than n/a.

In consideration of the above, party of the first part agrees to pay to party of the second part the
Sum of \$ n/a for each concession n/a

15 % of the gross receipts of all rides after the first \$5,000.00.

Little Egypt Shows to have exclusive rights for corn dogs, funnel cakes, shake ups & cotton candy.
Armbands available Thurs, Friday, and Saturday 5-10pm Armbands \$18.00 each. Advance Armbands
\$15.00each. Office tickets \$2.00 each (1 ticker per ride)

It is further understood and agreed by both parties hereto that there shall be no other riding devices,
shows or attractions, other than those furnished by party of the first part.

It is also mutually agreed by the parties hereto that should any other or additional agreement become
necessary, the same shall be void unless reduced to writing and signed by the parties hereto.

It is further understood that this agreement is part or entirety is subject to strikes, suspension of
electric service, failure of transportation facilities, Government decrees or other good and sufficient reasons
beyond the control of either party hereto.

IN WITNESS WHEREOF, we set our hands in duplicate this 7th day of February, 2018.

LITTLE EGYPT SHOWS
(Party of the First Part)

Witness

Witness

By _____
Signature (Party of the Second Part)

By _____
(Party of the Second Part)

RELIABLE * BANK REFERENCES * FULLY INSURED

COLLECTIVE BARGAINING AGREEMENT

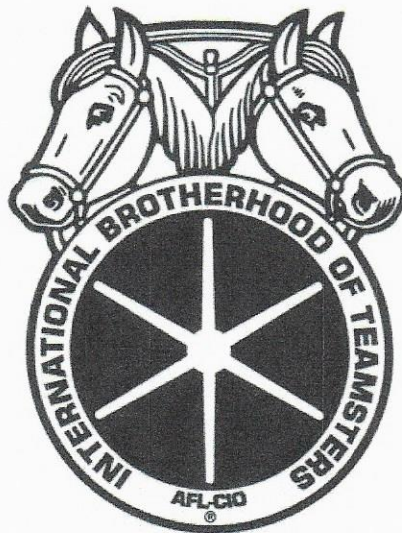
between

CITY OF VIENNA POLICE

and

**TEAMSTERS, AUTOMOTIVE, PETROLEUM & ALLIED TRADES
LOCAL UNION No.50**

AFFILIATED
with the
INTERNATIONAL
BROTHERHOOD OF TEAMSTERS



August 1, 2017 through July 31, 2020

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ARTICLE 1
PREAMBLE

This Agreement is entered into by and between the City of Vienna, an Illinois municipal corporation (hereinafter referred to as “EMPLOYER”), and the Teamsters, Automotive, Petroleum, and Allied Trades Local Union No. 50 (hereinafter referred to as the “Union”).

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

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

ARTICLE 2
RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative of all of the Police Officers appointed by the Police and Fire Board (herein referred to as “OFFICERS” in articles that are governed by Vienna Police and Fire Commission, herein referred to as “EMPLOYEES”. In articles that generally affect all members of the bargaining unit, the term “EMPLOYEES” will be used). Recognition will apply to all “for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment. This recognition shall not include Auxiliary Officers, Part-Time Officers, Civilian Personnel, the Chief of Police, or Deputy Chief of Police.

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment addressed in this Agreement or provided by law, as follows:

Specifically excluded are the Chief of Police, Deputy Chief of Police, Part-Time and Auxiliary Officers, and all other employees and elected officials of the City of Vienna.

ARTICLE 3
NON-DISCRIMINATION

Section 1 - Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

Section 2 - Non-Discrimination

The Employer shall not discriminate against employees covered by this Collective Bargaining Agreement and employment related decisions will be based upon qualifications and predicted performance in a given position without regard to race, color, sex, age, religion, or national origin, or other class protected by state or federal law, nor shall the Employer or the Union discriminate against employees as a result of activities on behalf of the Union or membership or non-membership in the Union, or the exercise of constitutional rights. Employer and Union will adhere to State and Federal standards. Employees shall not be transferred, assigned, or reassigned or have any of their duties changed for reasons prohibited by this section.

Section 3 - Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 4
MANAGEMENT RIGHTS

Except as expressly modified or restricted by the express provisions of this Agreement or the law, the Employer retains all rights to manage and direct the affairs of the Employer in all of its various aspects and all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion (subject to the Employees' right to grieve) to reprimand, suspend, discharge, or otherwise discipline employees for cause (probationary employees without cause); to determine the number of Employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, and recall employees to work; to maintain the efficiency of operations; to determine the methods, means and facilities by which operations are conducted; to contract or subcontract any of Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any task, department, operation or service; to control and regulate the use of machinery, facilities and equipment of the Employer; to determine the number, location, and operation of departments, divisions and other units of the Employer; to issue, revise, and amend policies, rules, regulations and practices; and to take whatever action is either advisable to determine, manage and fulfill the duties and responsibilities of the Employer both with respect to

the citizens of the City of Vienna and its employees.

It is the general policy of the City to continue to utilize 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 interests of economy, improved work product, or in case of emergency. It is understood that employees covered by this Agreement shall not have regularly scheduled hours or benefits reduced by the City's use of subcontracting. This shall not be construed to prevent the City's use of part-time employees, nor shall it require the City to schedule overtime.

ARTICLE 5

MUTUAL COOPERATION

The employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of Vienna, Illinois. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

ARTICLE 6

DUES DEDUCTION AND FAIR SHARE

Section 1 - Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct, each month, Union dues in the amount certified by the Treasurer of the Union from the pay of all employees covered by this Agreement. Such money shall be submitted to the Teamsters, Automotive, Petroleum, and Allied Trades Local Union No. 50 at the address designated by the Union. Union shall advise the Employer of any change in the amount to be deducted, in writing, at least forty-five (45) days prior to its effective date.

Section 2 - Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer during the fifteen (15) day period prior to the expiration of this Agreement.

Section 3 - Fair Share

Any present employee who is not a member of the Union but part of the Bargaining Unit, shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount

of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (31th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall with respect to any employee on whose behalf the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the employee, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

- (1) The Union has certified to the Employer that the affected employee has been delinquent in his obligation for at least thirty (30) days;
- (2) The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;
- (3) The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee.

Section 4 - Indemnity

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Section.

ARTICLE 7 **NO STRIKE**

Section 1 - No Strike Commitment

Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, slow down, or other refusal to perform duties by any employee(s), or interference with, in whole or in part, the full, faithful, and proper performance of the duties of employment with the Employer. Neither the Union nor any employee shall refuse to cross any picket line, by whoever established.

Section 2 - Resumption of Operations

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employee to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

ARTICLE 8 **RESOLUTION OF IMPASSE**

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5ILCS 315/14). The parties agree that any bargaining impasse shall be subject to interest arbitration as defined in Section 14 of the Illinois Labor Relations Act. (5 ILCS 315/14).

The Employer and Union agree that any mediation or arbitration hearings shall be held in Vienna, Illinois, unless both parties agree otherwise.

ARTICLE 9 **BILL OF RIGHTS**

If the inquiry, investigation, questioning or interrogation of a law enforcement officer could result in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or other similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in 50 ILCS_725/1 of the Illinois Compiled Statutes. The officer shall have the right to be represented at such inquiries, investigations, or interrogations by a Union representative and/or an attorney, as the case may be.

Nothing in this section is intended to or should be construed to waive officers' right to union representation during questioning that the employees reasonably believe may lead to discipline. Bargaining unit employees shall have such rights as set forth in the United States Supreme Court decision in *NLRB v. Weingarten*, 420 U.S. 251 (1975) and *Department of Central Management Services & Corrections* (Morgan) decision, 1 PERI par. 2020 (ISLRB, 1985).

ARTICLE 10 **DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

Section 1- Definition of a Grievance

A grievance is defined as any unresolved difference (including disputes relating to discipline) between the Employer and the Union or any dispute between the Employer and any employee(s) covered by this Agreement regarding the application, meaning, or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act (5 ILCS 315/1 *et seq.*).

Section 2 - Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve any dispute shall be first made between the employee and his immediate supervisor, if possible and applicable.

Section 3 - Representation

Grievances may be processed by an employee, by the Union on behalf of an employee, or by the Union on behalf of a group of employees. The Employer may file contract grievances directly at Step 4, Section 8 of this Article. Either party may have the grievant, whether representing himself (or herself) or representing a group grievance, present at any step of the grievance procedure, and the Union and employee are entitled to Union representation at each and every step of the grievance procedure upon his or her request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues, and requested remedy apply to all employees in the group.

It is understood by the parties that an individual employee may process grievances up to step 4 of the procedure, but that only the Union's Executive Board (or its designee given specific authority to so act) or the employer will have the authority to advance a grievance to arbitration. The Union Executive Board (or authorized designee) shall have the exclusive authority on behalf of the Union to pursue a grievance to arbitration.

Section 4 - Subject Matter

Only one subject matter shall be covered in any one grievance, unless otherwise mutually agreed to by the parties. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date and/or other information that fairly presents the dispute. The absence of any such information shall not affect the arbitrability of the grievance, but shall be corrected and or supplemented as needed in response to the Employer's demand for such correction or additional information to adequately apprise the Employer of the nature of the grievance.

Section 5 - Time limitation

No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) business days after the first occurrence of the event giving rise to the grievance or within five (5) business days of when events giving rise to the grievance could have been first known by the employee. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays, or holidays.

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

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If the City does not answer a grievance or an appeal within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may, by mutual agreement, in writing, extend any of the time limits set forth in this article.

Section 6 - Grievance Processing

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his or others' safety.

Section 7 - Grievance Meetings

If a Step 2 or Step 3 grievance meeting is necessary, all parties involved with said meeting shall make all efforts to conduct the grievance meeting outside of the employee's work shift. If the parties are unable to conduct a grievance meeting outside the employee's work shift and must conduct the Step 2 or Step 3 grievance meeting during the affected employee's regular or scheduled work time, the grievant shall be excused from work without pay to participate in a Step 2 or Step 3 grievance meeting. The employee shall only be excused for the amount of time reasonably required to present the grievance. The employee shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later, with the exception of the safety circumstances cited in Section 6 above.

Section 8 - Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1: The employee, with or without the assistance of the Union, shall make his complaint to his immediate supervisor within five (5) business days of its occurrence or within five (5) business days of when events giving rise to the grievance could have been first known by the employee. The supervisor shall then discuss the grievance with the employee and attempt to adjust the matter and shall within ten (10) business days of such complaint notify the employee in writing of the decision. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later, unless the employee reasonably believes that the assignment endangers his or other's safety.

Step 2: If no agreement is reached between the employee and the supervisor, as provided for in Step 1, the grievance shall be reduced to writing on a form mutually agreed to and presented to the Chief of Police no later than five (5) business days after the employee was notified of the decision of the supervisor. Within ten (10) business days after the grievance has been submitted, the Chief of Police shall meet with the immediate supervisor or Shift Commander, grievant, and a Union

Representative (if requested by any of the parties), to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief of Police shall respond in writing to the grievant and the Union within fifteen (15) business days following the meeting.

Step 3: If the grievance is not settled at Step 2 the grievance may be referred in writing, within five (5) business days after receipt of the decision of the Chief of Police, to the Mayor or his designee. Within twenty (20) business days after the grievance has been filed with the Mayor or his designee, the Mayor or his designee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the controversy that precipitated the filing of the grievance. The Mayor or his designee shall respond in writing to the grievant and the Union within fifteen (15) business days following the meeting.

Step 4: If the dispute is not settled at Step 3, the matter may be submitted by the Union or the Employer to arbitration within fifteen (15) business days after the Mayor or his designee's written decision or the expiration of the fifteen (15) business day period if the Mayor or his designee fails to render a written decision. Within ten (10) business days after the matter has been submitted to arbitration, the Employer and the Union shall obtain a list of recognized arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of such list, each party shall strike a name from the list, until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking names shall be determined by a coin toss.

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

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expenses of its witnesses.

The arbitrator shall have the authority to determine procedural and substantive arbitrability. Once a determination is made that the matter is arbitrable, or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost, and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedure. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and presentment by the parties of post-hearing Briefs (if applicable) and shall be final and binding on the Employer, the Union and the employee(s) involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. Appeals of any arbitration award(s) shall be restricted to those permitted under the Illinois Uniform Arbitration Act (710ILCS 5/1 *et seq.*)

Section 9 - Discipline and Discharge

Discipline: Discipline in the department shall be progressive and corrective, depending upon the circumstances of each offense, and shall be in all cases based on just cause. Officers shall be afforded all of the rights set forth in the Peace Officers Disciplinary Act, 50ILCS 725/1, et seq., and the following:

The employer shall have the authority to discipline officers as set forth in Illinois Compiled Statutes 65 ILCS 5/10-2.1-17, et. seq., and shall afford those officers those rights set forth therein and the following:

- (a) Discipline in the department shall be limited to oral reprimands, written reprimands, paid or unpaid disciplinary suspensions, and discharge.
- (b) Officers may contest (*/ e.*, grieve) discipline *solely* through the grievance/arbitration procedure of this Agreement.
- (c) Notwithstanding the right of individuals to file grievances and process them through Step 3 of the grievance procedure, only the Executive Board of the Union (or its authorized designee) shall have the right to refer grievances to arbitration.

ARTICLE 11 **LAY-OFF**

When the Employer finds a lay-off is necessary with respect to the employees in the bargaining unit, the Employer shall inform the Union in writing at least thirty (30) days prior to such lay-off. The Employer will provide the Union with the names of the employees to be laid off prior to the proposed lay-off. Temporary appointees and part-time employees shall be laid off first, then full-time employees shall be laid off in accordance with their seniority. The employees with the least amount of seniority shall be laid off first. All employees shall receive notice in writing of the layoff at least thirty (30) days in advance of the effective date of such lay-off.

No employee will be hired to perform or permitted to perform those duties normally performed by a full time employee while any employee is on lay-off status.

Any employee who has been laid off shall be placed on the appropriate reinstatement list for a time period not to exceed one (1) year. If any employee has been laid off due to a reduction in forces, displacement, or abolition of a position and said position is reinstated, the officers on the reinstatement list shall then be recalled in accordance with 65 ILCS 5/10-2.18 of the Illinois Compiled Statutes on the basis of seniority in the Police Department. The date of seniority will be based on entrance date of hire.

ARTICLE 12
MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime, seniority and all other general working conditions shall be maintained as agreed upon (and as established) in this agreement. Further, the parties agree that the conditions of employment shall be improved wherever specific provisions for improvement are agreed upon pursuant to the terms of this agreement, and shall not be undermined nor diluted by the application of unilaterally implemented rules or policy.

ARTICLE 13
EMPLOYEE SECURITY AND PERSONNEL FILES

Section 1 - Just Cause Standard

No employee covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause.

Section 2 - Personnel Files

The Employer shall keep a central personnel file within the administrative office or the bargaining unit for each employee. The Employer is free to keep working files, but materials, information and documentation not maintained in the central personnel file may not provide the basis for disciplinary (or other punitive, negative) action(s) against an employee.

All police officers covered by this agreement shall obtain an annual physical examination and eye examination and the results of said examination shall be placed in the employee's personnel file. The expenses for the examination shall be paid for by the City of Vienna. The City shall not be responsible however for any treatment or corrective procedure that may be suggested by such examination.

Section 3 - Inspection

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his or her personnel file, subject to the following:

- a.) Such inspection shall occur immediately following receipt of the request;
- b.) The employee shall not be permitted to remove any part of the personnel file from the premises but he or she may obtain copies of any information contained therein upon payment for the cost of copying;
- c.) Such inspection shall occur during daytime working hours Monday through Friday, upon reasonable request;

- d.) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending and said employee or the union is desirous of inspecting the personnel file in conjunction with such grievance, that employee may inspect his or her personnel file and have a representative of the Union present during such inspection; said employee may designate in his or her written authorization that said Union representative may inspect his or her personnel file in lieu of the employee personally inspecting said file, subject to the procedures contained in this Article;
- e.) Pre-employment information, such as reference reports, credit checks or information provided the employer with a specific request that it remain confidential, shall not be made part of the personnel file.

Section 4 - Notification and Reply

Employees shall be given immediate written notice by Employer when a formal, written warning or other disciplinary documentation is placed in their personnel file. A copy of the, written warning or disciplinary documentation shall be delivered to the employee, at which time the employee may prepare a written reply or explanation to the written warning or disciplinary documentation. The written reply shall be attached to the written warning or other disciplinary documentation prior to placement in the personnel file, and both documents shall be maintained in the file in the same manner (*i.e.*, neither will be removed without the other also being removed). Upon receipt of such copy, the employee shall acknowledge receipt by initialing and dating the original document.

Section 5 - Employee Additions to Personnel File

An employee may submit without the necessity of supervisory approval, documents to become a permanent (or temporary) part of his or her personnel file, at the discretion of the employee. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to or informative of the officer's interests.

Section 6 - Illinois Personnel Record Review Act

Notwithstanding any provision herein to the contrary, the provisions set forth within the Illinois Personnel Record Review Act (820ILCS 40/1 *et seq.*) shall be applicable and control unless greater protective rights are provided herein.

ARTICLE 14

HOURS AND OVERTIME

Section 1 - Definition of Regular Days Off

Regular days off means days off, regularly scheduled by the Chief of Police, excluding all days off due for holidays, vacations, and compensatory time.

Section 2 - Scheduling

The Chief of Police will be responsible for the scheduling of regular days off, holidays due, vacation time, and compensatory time. The Chief of Police will use his discretion in making duty assignments during holiday periods. In all instances of scheduling, employees with more departmental seniority shall be given scheduling preference over those with less seniority. The Chief of Police will maintain a record with the City Clerk listing all compensatory time earned, holiday time, and vacation time due. Employees must give a forty-eight (48) hour notice to the Chief or his designee for a request of compensatory time. When granted, compensatory time will be scheduled with consideration of the needs of the Department.

For the purposes of scheduling, no part-time employees shall be used to replace a regular, full-time position. In the event a full-time officer is away from work during their regular schedule for any reason, the full-time shift vacancy shall first be offered to a full-time employee before a part-time officer is scheduled for said vacancy. Further, before a full-time officer is mandated to work a shift beyond his or her normal schedule, that shift shall be first offered to a part-time officer.

Section 3 - Compensatory time

The work week shall be Monday through Sunday for computation of hours worked. Hours worked in excess of the regularly scheduled shift on duty days and all hours that are worked on scheduled off-duty days shall be compensated with compensatory time. Compensatory time for over-time worked will be computed in one and one half (1 ½) hour increments only, and portions of an hour will not be considered in the computation nor be accumulative with any other twenty-four (24)-hour period.

Officers assigned the on-call status during a given 24-hour period will be granted two (2) hours of compensatory time for the first call out only. Compensatory time will get computed in one and one half (1 ½) hour increments only after the first call-out. Officers will be granted an equal number of compensatory hours for any training programs that they are required to attend. Probationary officers will not be granted compensatory time for training programs during their three (3) month probationary period as it is a condition of employment that they are required to attend a 10-week training program which is not regulated by the employer.

Compensatory time must be earned before it can be taken. Any compensatory time taken will cancel an equal amount of time previously earned. All unused compensatory time earned shall be paid to the employee at the end of the year, (November or December) in which the compensatory time was earned at the employee's rate of pay at the time the compensatory time was earned.

Employees will be permitted a thirty (30) minute meal period per tour of duty. This meal period shall be considered out of service time during which the employee will be subject only to

priority calls. Employees will be allowed to take two (2), fifteen (15)-minute coffee breaks as long as they are not out of service and properly perform their assignments.

Compensatory time will be paid in lieu of overtime, with a maximum accrual of forty (40) hours. Compensatory time will be calculated at the rate of one hour worked for one and one half (1 ½) hours of compensatory time off. Compensatory time shall be computed on the basis of completed fifteen (15)-minute segments. November 1st through October 31st compensatory time to be paid out on a monthly basis for all hours over the forty (40) hour maximum accrual.

Section 4 - Compensatory Time Minimum

Two (2) hours minimum Compensatory Time will be earned for the following:

- a) Call back or actual hours worked, whichever is greater.
- b) Court time during off duty hours or actual hours worked, whichever is greater.

Exception would be if employee is notified of cancelation at least eight (8) hours before scheduled appearance, then employee would receive one (1) hour. More than eight (8) hour notice- no comp time will be earned.

Section 5 - Standby Pay

Employees covered by this agreement shall receive compensatory time of one and one-half (1 ½) hours per of hour standby duty ordered by the Chief or his designee, with a minimum of two (2) hours of standby pay (equal to three (3) hours of compensatory time) for each occurrence. Standby duty shall mean there has been a notification that a potential exists that may result in an immediate call up which restricts the off-duty activity and movement of the employee. Standby pay will also apply for any time an employee covered by this agreement is designated as the officer on call. Standby pay will apply to all officers placed on standby pay at the direction of the Chief or his designee. Standby pay will not apply in addition to section 4 above.

ARTICLE 15 **INDEMNIFICATION**

Section 1 - Employer Responsibility

The Employer will indemnify the employee for any judicial or administrative judgment rendered against him to the extent and as required by 65 ILCS 5/1-4-6 of the Illinois Compiled Statutes.

Section 2 - Cooperation

Employee shall be required to cooperate with the Employer during the course of the investigation, administration, or litigation of any claim arising under this Article. Cooperation shall be adjudged and determined by an *objective* standard.

Section 3 - Applicability

The Employer will provide the protections set forth in Section 1 above, so long as the employee is acting within the scope of his or her employment and where the employee cooperates, as set forth in Section 2, with the Employer.

ARTICLE 16

SENIORITY

Section 1 - Definition of Seniority

All current employees of the bargaining unit covered by this agreement will be Grandfathered in at original date of hire. Future employee seniority shall be established at date of full time employment.

As used herein: the term "seniority" shall refer to and be defined as the continuous length of service or employment with the Employer in a bargaining unit position (*i.e.* excluding time served in a non-bargaining unit position). The intention of this definition is simply to exclude that period of time in which an employee serves in a non-bargaining unit capacity.

Section 2 - Vacation Scheduling

Employees shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted by the Chief of Police to accommodate seasonal operations, significant revision in organization, work assignments, or the number of personnel in particular ranks. Any adjustments made to an employee's vacation schedule shall be made no less than fourteen (14) days in advance. In the event an employee's schedule is adjusted, the employee shall be credited back for all vacation days adjusted.

Section 3 - Seniority List

The Employer maintains a list setting forth the present seniority dates for all employees covered by this Agreement. Such list shall finally resolve all questions of seniority that affect the employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. This list shall be posted annually and when personnel changes occur.

Section 4 - Termination of Seniority

An employee shall be terminated by the Employer and his seniority broken when he:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twelve (12) months; or
- (d) accepts gainful employment without prior approval of the Department (which approval shall not be unreasonably withheld) while on an approved leave of absence from the Police Department; or

- e) is absent for three consecutive scheduled work days without proper notification or

authorization.

Section 5 - Seniority Credit

Employees will continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

Section 6 - Promotion

Seniority shall be considered in promotions to the extent that it shall be used to break any ties which occur in competitive testing, *i.e.*, all factors being relatively equal, seniority shall prevail.

ARTICLE 17 **UNION REPRESENTATIVES**

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

Section 1 - Attendance at Union Meetings

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials of the Union who are also employees of the Employer shall be permitted reasonable time off, without pay, to attend general, board or special meetings of the Union, provided that at least forty-eight (48) hours' notice of such meetings shall be given in writing to the Chief, and provided further that the names of all such officials, employees, stewards and officers shall be certified in writing to the Chief of Police.

Section 2 - Convention Delegates

An employee chosen as delegate to a Union State or National Conference shall, upon written application approved by the Union and submitted to the Employer with at least fourteen (14) days' notice, be given a leave of absence with pay for the period of time required to attend such Convention or Conference subject to work schedule as deemed necessary by the Chief of Police. This article limits the delegation to one (1) officer and shall not exceed four (4) total working days in the department per year.

Section 3 - Union Negotiating Team

Employee members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties with pay. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he or she shall not be compensated for attending the session. Upon completion of the scheduled negotiating meeting, the on-duty employee will return to his/her regularly scheduled shift.

In the event of an emergency call-back of personnel, the Chief, or his designee, reserves the right to withhold or cancel any above-mentioned time off.

ARTICLE 18
BULLETIN BOARD

The Employer shall provide the Union with a bulletin board, for the exclusive purpose of posting Union/Employer business matters.

ARTICLE 19
TRAINING

Section 1 - General Policy

The Vienna Police Department is committed to the principle of training for all employees. Said training shall be provided as it does not adversely affect and interfere with the orderly performance and continuity of Police services within the Police Department. Training shall be scheduled by the Chief of Police or his designee. Employees will attend training sessions as assigned by the Chief of Police. Basic mandatory training as required by state law shall be excluded from this provision.

Section 2 - Access

The Chief of Police shall generally encourage equal access to training opportunities to the extent that operational requirements of the Department permit. The Union shall be given an opportunity, upon request, to offer suggestions to the Chief of Police on ways to improve access to training opportunities.

Section 3 - Posting

Upon receipt of a notice of an acceptable school training program, it will be posted in the Police Department, giving the employees an opportunity to volunteer. Selection will be made taking into consideration those factors deemed appropriate by the Chief of Police acting in the best interest of the Department.

ARTICLE 20
DISABILITY INCOME

A sworn officer absent from work on account of injury suffered in the line of duty for any period not exceeding twelve (12) months, shall receive full pay and benefits for the period of absence, upon the terms and conditions stated in 5 ILCS 345/1, Illinois Compiled Statutes provided such injury or illness is certified by the Department's physician.

ARTICLE 21
LEAVES OF ABSENCE

Section 1 - Bereavement Leave/Death in Family

The Employer agrees to provide the employee leave without loss of pay as a result of death in the family, not to exceed five (5) days within a 30-day period, excluding regular days off, immediately following the death of a member of the immediate family. The Employer will grant three (3) days off with pay in the case of death of other family members.

Section 2 - Definition of Family

A member of the immediate family shall be defined to be any employee's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, son-in-law; daughter-in-law, grandparent, or grandchild. Other family members shall be defined as an uncle, aunt, niece, nephew, brother-in-law, sister-in-law, or the grandparents of the spouse.

Section 3 - Short Term Military Leave

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of the activity and shall suffer no loss of seniority rights. Employees who are called up for two weeks active duty training may take a leave of absence without pay or take the option of using their accrued vacation/compensatory time.

Section 4 - Educational Leave

Employees covered by the terms of this Agreement may be granted, upon written request, an Education Leave of Absence, without pay, not to exceed a period of one (1) year, after authorization from the Chief of Police.

Section 5 - Maternity Leave

A leave of absence shall be granted to pregnant female employees for maternity upon request. Such request must be presented in writing to said employee's immediate supervisor, setting forth a date each leave is to begin, as soon as that date can be determined by the employee and the employee's physician. Upon receiving the physician's report, the Department may transfer the employee to a suitable position to eliminate possible injury to the fetus and employee, if a position is available. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the employee's physician. Maternity Leave is granted without pay and not to extend beyond twelve (12) months.

Section 6 - Injury Leave

An officer who sustains injuries arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1, Illinois Compiled Statutes. No employee will lose any benefits while injured on duty, and will continue to accumulate all benefits provided by the Agreement.

Section 7 - Sick Leave

Employees shall earn eight (8) hours of sick leave per month of service. No employee may accumulate more than 240 days of sick time. Any employee who for reason of sickness is away from work for more than five (5) consecutive days, shall provide the Chief of Police, or in the Chief of Police's absence, the Police Commissioner, a doctor's statement explaining why the employee was absent.

At termination, or other severance of employment, the employee shall be compensated for half (1/2) of the number of sick days which he/she has accumulated. In no event shall an employee be paid for more than 60 days of accumulated sick days at employment severance.

Sick time at retirement will be applied to IMRF in accordance with the IMRF rules and regulations at the time of retirement.

ARTICLE 22
WAGE RATES

Pay Scale

* All wage increases are effective and retroactive August 1st each year of the Agreement.

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Bruce White	\$18.10/hr.	\$ 18.85/hr.	\$ 19.60/hr.
Bobbi Baker	\$19.04/hr.	\$ 19.79/hr.	\$ 20.54/hr.

Newly hired employees shall be paid five percent (5%) less than the base wage rate of the lowest paid officer and shall receive the same percentage increases as all officers on August 1st of each year of the Agreement. Probationary period is included as a year of service in calculating years of service completed. Probationary period is for the first ninety (90) days of employment.

ARTICLE 23
HOLIDAYS

The following days shall be recognized and observed as paid holidays:

New Year's Eve Day	New Year's Day	Martin L. King Birthday	Good Friday
Memorial Day	4 th of July	Labor Day	Veterans Day
Thanksgiving Day	Christmas Eve Day	Christmas Day	Employee's Birthday

ARTICLE 24

UNIFORMS

The City shall furnish on an as needed basis to police officers all uniforms, work-related equipment, and weapon, ammunition and equipment repairs. This shall exclude footwear which shall be reimbursed, provided the officer provides to the City receipts of said purchase. Such footwear reimbursement is a maximum aggregate amount of \$150.00 during this agreement.

ARTICLE 25

VACATIONS

Section 1 - Schedule of Vacation Time Earned

While on probation, an employee of the Vienna Police Department shall not be entitled to any vacation and no such time is accumulated while an employee is considered on probation.

An employee shall be entitled to two (2) weeks of vacation time beginning at the end of his first full year of employment. For the purpose of computing the first year of employment, the employee's probationary period shall be included. After seven (7) years of employment an employee shall be entitled to three (3) weeks' vacation. After fifteen (15) years of employment, an employee shall receive one (1) extra day per year to a maximum of four (4) weeks' vacation.

No employee can accumulate more than one (1) year's vacation time while employed with the Vienna Police Department. Thus, an employee who has worked for the City less than seven (7) years shall never accumulate more than two (2) weeks of vacation time to carry over to the next year. An employee who has worked for the City for seven (7) years or more shall never accumulate more than three (3) weeks' vacation time to carry over to the next year. All vacation time accumulated in excess of this policy shall be forfeited by the employee.

Employees covered by this agreement may sell back vacation time annually at the employee's regular rate of pay according to the following schedule:

Three or more years of service: Two (2) week sell-back

Five or more years of service: Four (4) week sell-back

Section 2 - Vacation Scheduling

Vacation time shall be accrued as per section 1 above, and a seniority list of accrued vacation time available shall be posted on the employee bulletin board on January 1st of each year. Vacation dates shall be selected based upon seniority through March 31st. After March 31st, vacations shall be selected on a first come-first served basis, regardless of seniority.

ARTICLE 26

HEALTH INSURANCE

Section 1 - Health Insurance

It is understood and agreed to that the City of Vienna no longer makes insurance premium contributions to the Central States Health and Welfare Fund but rather to the Teamsters Employer Welfare Trust of Illinois Fund. The City's contribution rate remains at nine hundred (\$900.00) per month. Employees covered by this plan (TEWTI) are responsible for any additional costs of coverage. Both parties further agree that neither the contribution amount nor the fund to which the contribution is made will change without negotiations involving the City and the Union.

Section 2 - Professional Liability Insurance

The employer shall use its best efforts to maintain professional liability insurance (i.e., false arrest, civil rights violation, etc.) for all employees covered by this Agreement.

Section 3 - Terms of Insurance Policies

The extent of coverage under the insurance policy or policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning an employee's claim for benefits under said insurance policies or plans shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier or plan administrator to provide any benefit for which it has contracted or is obligated shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation under this Agreement or any agreement.

ARTICLE 27 **GENERAL PROVISIONS**

Section 1 - Union Representatives

Authorized representatives of the National or Local Union shall be permitted to visit the Department during working hours to talk with employees of the local union and/or representatives of the Employer concerning matters covered by this Agreement.

Section 2 - Right to Examine Records

The employer has the duty to provide to the Union or a representative time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's written consent.

Section 3 - Repair or Replace Personal Items

The Employer agrees to repair or replace as necessary any personal items of the employee (including but not limited to eyeglasses, sunglasses, telephones, electronic equipment, clothing, etc.) if such are damaged or broken during the course of the employee's duties. Such damage is to be documented with immediate supervisor. Employer shall bear the full out-of-pocket expenses of the employee for the repair or replacement cost of the item. Any cost borne by the employee for the repair or replacement of said items shall be documented via a receipt of purchase and shall be repaid immediately upon the employee providing such documentation. Repair or replacement of personal items is intended for items of an equal or similar value of the damaged item.

Section 4 - Inoculations

The Employer agrees to pay all expenses for inoculation or immunization shots for an employee when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty. Report to be filed immediately to the Supervisor. Employer will be responsible for inoculations if not covered by work comp. IMRF and or employee's insurance.

Section 5 - Employee Testing

The Substance Abuse Testing procedure is attached. Employees are subject to pre-employment, post-accident, and random testing.

Section 6 - Residential Requirements

All officers must reside within five (5) miles of the city limits of the City of Vienna unless granted a waiver by the Vienna City Council. All officers will be permitted to take squad car home at the end of the shift. Personal use of squad car is prohibited.

ARTICLE 28 **SAVING CLAUSE**

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

ARTICLE 29 **DURATION**

Section 1 - Term of Agreement

This Agreement shall be effective from August 1, 2017 and shall remain in full force and effect until July 31, 2020. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty

(120) days preceding expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Second 2 - Continuing Effect

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

Section 3 - Reopener

The parties agree that if either side decides to reopen negotiations for a successor Agreement, that party may so notify the other at least ninety (90) days and no more than one hundred twenty (120) days prior to July 31, 2020. In the event such notice to negotiate is given, then the parties shall attempt to meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purpose of negotiation. All notice provided for in this Agreement shall be served on the other party by certified mail, return receipt requested. Any impasses at negotiations shall be resolved by the procedures of the Illinois Labor Relations Act.

Section 4 - Complete Agreement Clause

This agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. The employer and the union, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this agreement. In so agreeing, the parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 30

PROBATIONARY PERIOD

Probationary period shall be for ninety (90) calendar days following the completion of Academy Training. New employees will be required to become a member in good standing or pay a fair share fee after thirty-one (31) calendar days of employment with the City of Vienna. Probationary period is included as a year of service in calculating years of service completed.

SIGNATURES IN WITNESS WHEREOF the parties hereto have affixed their signatures this _____ day of _____, 2018.

FOR THE EMPLOYER:

FOR THE UNION:

Jon A. Simmons, Mayor

Jason Ashmore, Secretary/Treasurer

Aleatha Wright, City Clerk

Pat Nichols, President

(SEAL)

Bargaining Committee Member

APPENDIX "A"

SUBSTANCE ABUSE TESTING

Section 1 - Statement of City Policy

It is the policy of the City of Vienna that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect their employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of the employees.

Section 2 - Prohibitions

Employees shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs at any time during the work day or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business, except as required in the line of duty;
- (b) illegally selling, purchasing or delivering any illegal drug during the work day or on the employer's premises, except as required in the line of duty;
- (c) being under the influence of alcohol or illegal drugs during the course of the work day;

Banned Substances are those substances identified in the Illinois Controlled Substances Act, 720 ILCS 570/100 et seq.; 720 ILCS 570/401 et seq., including cannabis, undocumented over-the-counter or prescription medicines to be determined by employer, and alcohol use while at work or on duty.

Section 3 - Drug and Alcohol Testing Permitted

Where the City has reasonable suspicions to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The City shall require the employee to submit immediately to a urine and/or blood test when that employee is involved in an on-duty vehicular accident (excluding deer/auto accidents) or when an employee must use deadly force in the line of duty. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 8 below. The foregoing shall not limit the right of the City to conduct such test as it may deem appropriate for persons seeking employment as police employees prior to their date of hire.

Section 4 - Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Union at the time the order is given, but such consultation shall not unreasonably delay the taking of such test. No questioning of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5 - Tests to be Conducted

In conducting the testing authorized by this Agreement, the City shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA) and/or the State of Illinois pursuant to the Illinois Clinical Laboratory Act;
- (b) insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a clean room-for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- (f) confirm any sample that test positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;

- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the City within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing, or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that showing an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the City from attempting to show that test results between .04 and .08 demonstrate that the employee was under the influence, but the City shall bear the burden of proof in such cases;
- (j) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- (k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay pending the results of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 6 - Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished, or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 7 - Voluntary Requests for Assistance

The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the City may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The City shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential, and any information received by the City, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 8 - Discipline

Use of illegal drugs at any time while employed by the City shall be cause for discipline, including termination. All issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, level of discipline etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Nothing in this Section shall be construed to prevent an employee from asserting, or an arbitrator from considering that there should be treatment in lieu of discipline in any disciplinary proceeding.

In the first instance that an employee tests positive on both the initial and the confirmatory test for prescription drugs or is found to be under the influence of alcohol, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City. The foregoing is conditioned upon:

- (a) The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) The employee discontinues his abuse of prescribed drugs or abuse of alcohol;
- (c) The employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve months;
- (d) The employee agrees to submit to random testing during hours of work during the period of "aftercare".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of prescription drugs or alcohol during the hours of work shall be subject to discipline up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a department employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the City's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employees' ability to perform his normal duties must notify his supervisor and may be temporarily reassigned with pay to other more suitable duties.

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The “Unnamed Streets of Vienna” - REVISED, January 31st, 2018 -

The following street names have made the final cut for the VGS proposal

- Street by Hess Cemetery
- Street leading to the Wildfires Restaurant
- Street between 5th and 6th street located southwest of VHS
- Street between 4th and 5th street located just southwest of VHS

- ❖ _____ Veterans' Avenue (Wildfires Restaurant)
- ❖ _____ Memorial Road (Hess Street Cemetery)
- ❖ _____ ~~Forest Lane~~ (Street between 5th and 6th street SW of VHS)
* **Rock Hill Street** [1/31/18]
- ❖ _____ Hometown Avenue (Street between 4th and 5th street SW of VHS)

*The VGS Jr. High students started this process by researching the history of Vienna and Johnson County during the Jr. High Leadership Course. Over 40 street names were voted on by approximately 100 junior high students. The final four choices were selected from a second list of eight.

