

NOTICE

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2016 IL App (5th) 150204-U

NO. 5-15-0204

IN THE

APPELLATE COURT OF ILLINOIS

FIFTH DISTRICT

NOTICE

This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

KHARI D. SHARP,)	Appeal from the
)	Circuit Court of
Plaintiff-Appellant,)	St. Clair County.
)	
v.)	No. 13-MR-226
)	
CHIEF JASON BLACKMON; THE)	
BOARD OF FIRE AND POLICE)	
COMMISSIONERS OF THE CITY)	
OF EAST ST. LOUIS, ILLINOIS; and)	
its Members, VERGE RILEY, JESSE)	
DAVIS, RAMONDA FLEMING,)	
LARRY T. HAMPTON, SR., and)	
REV. JOHNNY SCOTT,)	Honorable
)	Stephen P. McGlynn,
Defendants-Appellees.)	Judge, presiding.

JUSTICE STEWART delivered the judgment of the court.
Presiding Justice Schwarm and Justice Chapman concurred in the judgment.

ORDER

¶ 1 *Held:* The decision of defendant Board of Fire and Police Commissioners to terminate the plaintiff fireman's employment was upheld on administrative review where he deliberately disobeyed the Fire Chief's direct order to submit to drug testing based upon reasonable suspicion that he used drugs where the Chief received information from two law enforcement agents in the State of Texas that he had been stopped there and arrested for possession of cannabis and \$50,000 in his vehicle, rejecting his claims that his due process rights were violated and that the Board's decision to terminate him was against the manifest weight of the evidence.

¶ 2 The plaintiff, Khari Sharp, appeals the judgment of the circuit court of St. Clair County affirming on administrative review the decision of defendant the Board of Fire and Police Commissioners of the City of East St. Louis, Illinois (Board), to terminate him from his job as a lieutenant in the East St. Louis Fire Department (Fire Department). For the reasons that follow, we affirm.

¶ 3 BACKGROUND

¶ 4 On April 2, 2013, defendant Jason Blackmon, chief of the Fire Department, made the following charges against Sharp:

"I hereby make the following charges against [Sharp] *** and request that a termination hearing be held by the [Board], and that proper action be taken thereon ***.

1. That at all times mentioned herein [Sharp] was a duly appointed and acting fireman of the [Fire Department] and was assigned to the performance of his duties of such officer.

2. That on or about the 11th day of March 2013, [I] received information from TFO [Task Force Officer] Stan A. McNutt of the DEA [Drug Enforcement Administration] out of Amarillo, Texas[,] that a Texas Trooper made contact with [Sharp]; further, that in possession of [Sharp] was marijuana and \$50,000.00 in cash; further, that [Sharp] identified himself as a firefighter with the City of East St. Louis and had in his car his complete fireman turn out gear and helmet. [Sharp] was arrested as a result on March 10, 2013[,] for possession of marijuana.

3. That on the 14th day of March, 2013, [I] ordered [Sharp] to submit to a drug test. Specifically, [Sharp] was ordered to accompany Assistant Chief Derrick Burns and Captain Brandon Walls (President of Local #23) to the designated place for said test. [Sharp] violated said order. [Sharp] did not proceed to the designated place for said test. [Sharp] refused to submit to a drug test.

4. As such, [Sharp] engaged in conduct contrary to the Rules and Regulations of the [Fire Department] and the Agreement Between The City of East St. Louis, Illinois[,] and Local No. 23 International Association of Firefighters (AFL-CIO), as specified:

a) Collective Bargaining Agreement Section 22.1 prohibiting the use, possession, sale or transfer of cannabis.

b) Collective Bargaining Agreement Section 22.5 and 22.6 requiring submission to a drug test.

c) Fire Department Rule 5.1.1 requiring personnel to accord obedience to officers.

d) Fire Department Rule 5.2.9 requiring that each fireman be governed by the ordinances and reasonable rules of behavior observed by law-abiding and self-respecting citizens and further providing that no member shall commit any act tending to bring discredit upon the Department or its members.

e) Fire Department Rule 5.2.10 requiring that each fireman conduct himself in a manner that will not tend to impair the good name, order and discipline of the Department.

f) Fire Department Rule 5.2.15 which provides that no member shall engage in any activity or occupation outside of [t]he Department that is inconsistent with or detrimental to his duties, his service or the functions of the Department or which will distract from its good name.

g) Fire Department Rule 5.3.1 which provides that all members shall familiarize themselves with and be obedient to the Orders, Rules and Regulations, Practices and Procedures of the Department.

h) Fire Department Rules and Regulations Chapter 6, Section 1 requiring a member to comply with a direct order of [a] Superior Officer."

¶ 5 On April 10, 2013, the Board sent Sharp a notice of hearing by certified mail, notifying him that a hearing on the charges against him would be held on April 24, 2013. Sharp appeared at the April 24, 2013, hearing with counsel. At his request, the hearing was continued until May 14, 2013.

¶ 6 The Board, again, provided Sharp notice and, on May 14, 2013, held a public hearing on the charges against him. Defendant Commissioners, Verge Riley, Jesse Davis, Ramonda Fleming, Larry T. Hampton, Sr., and Reverend Johnny Scott, were present at the hearing. The evidence presented can be summarized as follows.

¶ 7 Captain Brandon Walls and Assistant Chief Derrick Burns testified consistently regarding a meeting in Chief Blackmon's office on the morning of March 14, 2013. The

purpose of the meeting was to speak with Sharp. Pursuant to the collective bargaining agreement, Sharp was entitled to have a union representative present, and Captain Walls, president of the Local No. 23, was there for that purpose. After Sharp arrived, Chief Blackmon read the charges against him and ordered him to go with Captain Walls and Assistant Chief Burns directly to the test site to have a drug test performed. Sharp was to be at the drug test site within one hour.

¶ 8 Chief Blackman gave Assistant Chief Burns the necessary paperwork, and Assistant Chief Burns, Captain Walls, and Sharp exited Chief Blackmon's office together. Sharp was supposed to ride with Assistant Chief Burns and Captain Walls to the test site at Belleville Memorial Hospital, but he said that he needed to go move his vehicle because it was parked in front of a fire hydrant and that he would meet them around front. When they went around front, he was not there. They tried to find him without success. They tried calling him on his cell phone but could not reach him. They eventually reached him on his cell phone, and he said he had to deal with an emergency. He later said he was going to see his pastor. Still later, he said he was going to check himself into Gateway drug rehabilitation center. He did not go with them to the test site for a drug test as he had been ordered to do.

¶ 9 A copy of the collective bargaining agreement between the City of East St. Louis and Local No. 23 International Association of Firefighters (AFL-CIO) was entered into evidence. Section 22.1 of the collective bargaining agreement provides as follows:

"GENERAL POLICY REGARDING DRUGS AND ALCOHOL: The use of illegal drugs and the abuse of alcohol and legal drugs by members of the [Fire

Department] present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition such use and abuse violate the reasonable expectations of the public that the City employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol use.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by employees and potential employees of the [Fire Department]. Contained herein is the policy and program of the City of East St. Louis and the [Fire Department] as specifically applied to members of the [Fire Department].

The Fire Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit to perform their jobs at all times. For these reasons the abuse of prescribed drugs, and abuse of alcohol or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by department members is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge."

¶ 10 Section 22.5(B) of the collective bargaining agreement provides that "[a]n employee shall be ordered to report for drug or alcohol testing only when there is a reasonable suspicion to believe that [he] uses illegal drug[s] or is physically or mentally

impaired due to being under the influence of alcohol, the use of illegal drugs or the abuse of prescription drugs." Section 22.5(B) defines "reasonable suspicion" as follows:

"Reasonable suspicion is a suspicion based upon specific objective facts and reasonable inferences drawn from those facts. The facts for determining reasonable suspicion shall be based upon the following:

(i) Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled drugs; or

(ii) Information provided by an identifiable third party which is independently investigated by the Director of Safety or his designees to determine the reliability or validity of the allegation."

¶ 11 Section 22.5(G) provides that "[a]n employee who refuses to comply with an order to submit to a drug or alcohol test based upon reasonable suspicion within one (1) hour shall be subject to discharge for insubordination."

¶ 12 Chief Blackmon testified as follows. In March 2013, Sharp was a lieutenant with the Fire Department. Before asking a fireman to submit to a drug test, the Fire Department had to have reasonable suspicion, which could be based upon information received from a reliable third party.

¶ 13 On the evening of March 10, 2013, Chief Blackmon received a call from Texas State Trooper Jason Kruger, asking him if Sharp was a member of the Fire Department. Trooper Kruger advised Chief Blackmon that he had Sharp in custody for possession of drugs and an undisclosed amount of money.

¶ 14 On the morning of March 11, 2013, Chief Blackmon received a call from DEA Agent Stan McNutt asking if Sharp was a member of the Fire Department. Agent McNutt also emailed Chief Blackmon questions that he had concerning Sharp.

¶ 15 During these exchanges with Trooper Kruger and Agent McNutt, Chief Blackmon learned that Sharp had been stopped with marijuana and a large amount of cash in his vehicle and that he had been arrested. Chief Blackmon considered Trooper Kruger and Agent McNutt to be reliable sources. Based upon this information, Chief Blackmon, who was the director of safety as referred to in the collective bargaining agreement, determined that he had reasonable suspicion to ask Sharp to submit to a drug test.

¶ 16 Chief Blackmon testified that when Sharp returned to duty on March 14, 2013, he contacted Sharp at his assigned fire station and told Sharp to come to his office. Pursuant to the collective bargaining agreement, he also summoned Captain Walls to his office so Sharp would have union representation. Assistant Chief Burns was also present. Chief Blackmon told Sharp that he had paperwork for Sharp to take a drug test; that the test was to be taken at Midwest Occupational, which is located at Belleville Memorial Hospital; that it was a direct order that Sharp leave immediately with Assistant Chief Burns and Captain Walls; and that Sharp had one hour to take the test. Chief Blackmon explained that the collective bargaining agreement specifies that the test is to be performed within one hour and that the one-hour requirement is important so that the test results cannot be manipulated. The order to submit to a drug test was given between 9:40 and 9:43 a.m.

¶ 17 Chief Blackmon testified that it was also important that the drug test be performed in the presence of fire department personnel, which is why he ordered Sharp to go with

Captain Walls and Assistant Chief Burns. He testified that Sharp did not accompany Captain Walls and Assistant Chief Burns to the test site to have the drug test performed within one hour as ordered. Instead, at 12:30 p.m., almost three hours after the order was given, he called Chief Blackmon's office and said he was at the test site to submit to the drug test and asked where the paperwork was. Chief Blackmon responded that Assistant Chief Burns had the paperwork and that Sharp was to have submitted to the drug test with Assistant Chief Burns. Sharp provided no explanation as to why he had not gone directly to the test site as ordered. Chief Blackmon testified that Sharp called him again at 2:30 p.m., stating that he was going to pay for the drug test himself; however, Chief Blackmon had not seen any evidence that a drug test was taken.

¶ 18 Chief Blackmon stated that, by failing to accompany Assistant Chief Burns and Captain Walls to the test site to have the drug test performed within one hour, Sharp had disobeyed his direct order, in violation of Fire Department Rule 5.1.1, which provides that firefighters "shall accord obedience, proper respect and courtesy to Officers." He also testified that, pursuant to the collective bargaining agreement, Sharp was required to submit to the drug test within one hour or face termination. Chief Blackmon, therefore, requested that the Board terminate Sharp's employment.

¶ 19 Sharp testified, in his own defense, that, during the meeting in Chief Blackmon's office on March 14, 2013, Chief Blackmon said that, due to reasonable suspicion, he would have to undergo a drug test and that he had to be at Memorial Hospital by 11 a.m. He stated that the order was given at about 10 a.m. and that he was not sure whether he was to be accompanied by Captain Walls and Assistant Chief Burns or whether they were

just to be present. He testified that, after receiving the order from Chief Blackmon, he left Chief Blackmon's office with Captain Walls and Assistant Chief Burns. At that point, Captain Walls asked Assistant Chief Burns if he could speak with Sharp alone. Assistant Chief Burns granted that request, and Sharp and Captain Walls spoke privately. Captain Walls was counseling Sharp as a union representative.

¶ 20 Sharp testified that he asked Captain Walls if he could move his vehicle from in front of the fire hydrant to the station where he was working. According to Sharp, Captain Walls responded, "sure," and Sharp then drove his vehicle to the station. He stated that, when he arrived, he started to stress. He wanted to speak to his pastor to get some spiritual advice and to help him "collect himself." He testified that he called Captain Walls at 10:28 or 10:38 to let Captain Walls know that he felt very uncomfortable and that he was going to speak to his pastor. He stated that he did not meet Captain Walls at the station because of "poor judgment." He stated that he left to go to the church but that his pastor was unavailable.

¶ 21 Sharp testified that, shortly thereafter, he saw that Captain Walls had called his phone. According to Sharp, he told Captain Walls that his pastor was unavailable, and Captain Walls said that he and Assistant Chief Burns could meet Sharp at the hospital. Sharp testified that he went directly to Memorial Hospital in Belleville at that time, arriving before 10:30 a.m.

¶ 22 Sharp testified that Assistant Chief Burns called him on his cell phone at 10:24 a.m., asking what had happened. He testified that he responded that he was at the hospital, that he was talking with the attendant, and that they were giving him references

to drug evaluation screening. According to Sharp, Assistant Chief Burns responded, "Okay."

¶ 23 Sharp testified that he stayed at the hospital to take the drug test. He stated that the attendant directed him to the emergency room and that he was sent to the waiting room. He estimated that this was at about 10:35 a.m. He stated that he was called by the emergency room personnel before 11 a.m. and sent to an examination room. He testified that someone came into the room, asking him what he was there for, and he said he needed to take a drug test. He stated that he was then informed that he was in the wrong place and that he was directed to the test site.

¶ 24 Sharp testified that, at about noon, he called the fire administration but got no answer. He stated that he then called Assistant Chief Burns at 12:03 and 12:04 p.m. but got no answer. He testified that he, therefore, proceeded to the test site, where he submitted to the drug test. He stated that Assistant Chief Burns and Captain Walls "never showed after [he] was told they would meet [him] there."

¶ 25 Sharp testified that he called Chief Blackmon at around 12:24 or 12:30 p.m. to let Chief Blackmon know that maybe he had misinterpreted what Chief Blackmon had said. He stated that he was at Memorial Hospital by 11 a.m. but that he had no idea of the designated place to take a drug test. He testified that "there was a misstep" and that some time had lapsed because of that misguidance. According to Sharp, Chief Blackmon responded by stating,

"I gave you an order. You disobeyed it. You are now on administrative leave without pay pending discharge."

¶ 26 Sharp testified that it was after that conversation at 12:30 p.m. that he took the test. He testified that there were test results, but opposing counsel objected to any evidence or testimony about such test results, and the objection was sustained.

¶ 27 On cross-examination, Sharp acknowledged that he had been arrested in Texas for possession of marijuana and that he had been told that there was marijuana in his vehicle. However, his counsel objected and directed him not to answer the following questions: (1) if he had been charged; (2) if there was marijuana in his vehicle; (3) if he had been charged with possession of marijuana; (4) if he had a large amount of cash on him when he was arrested; (5) how much cash was on him when he was arrested; and (6) how long he was in jail.

¶ 28 Sharp admitted that Chief Blackmon gave him a direct order to submit to a drug test. When asked if he was directed to go with Assistant Chief Burns and Captain Wells, he responded that he was "vague on that information." He testified that he was unaware that the collective bargaining agreement required him to submit to the drug test within one hour. He acknowledged that he did not go to Memorial Hospital or to the test site with either Assistant Chief Burns or Captain Walls but testified this was "with subsequent direction." He acknowledged that Chief Blackmon had ordered him to submit to the drug testing but denied that a captain cannot countermand an order from the chief.

¶ 29 Sharp denied telling Assistant Chief Burns or Captain Walls that he was going to move his vehicle and that he would meet them out front. He denied telling them that he had an emergency that he had to take care of. He did acknowledge telling them that he was going to go talk to his pastor. He also acknowledged that he received a direct order

from the chief to proceed to the test site to have a drug test performed and that he did not receive an order that he could go see his pastor first. He acknowledged that he did not call the chief to say, "Chief, I know you gave me this direct order, but would it be all right if I went and saw my pastor?" He denied telling either Assistant Chief Burns or Captain Walls that he was going to go check himself into Gateway. He testified that he did not know that under the collective bargaining agreement he was supposed to be accompanied by fire department personnel to the test site.

¶ 30 On May 30, 2013, the Board issued its written decision, terminating Sharp's employment. The Board's unanimous decision provides, in pertinent part, as follows:

"The Board weighed the evidence and testimony presented by the parties and finds that there is insufficient evidence that [Sharp] violated Section 22.1(a) of the Collective Bargaining Agreement that prohibits the use, possession, sale or transfer of cannabis that is contained in the Charges. However, the law enforcement information from TFO Stan A. McNutt of the DEA office that Chief Blackmon received and relied on warrants a finding by the Board of 'reasonable suspicion' for purposes of ordering drug testing. The Board does not and need not find that [Sharp] illegally possessed the marijuana for purposes of determining if 'reasonable suspicion' existed for Chief Blackmon's order to [Sharp] to submit to drug testing in this case. ***

* * *

The Board's conclusion is that reasonable suspicion for requiring drug test[ing] existed in this case. The order of Chief Blackmon for the drug testing

was not carried out as a result of lack of cooperation by Sharp. The appropriate discipline in this case is termination."

¶ 31 On July 3, 2013, Sharp filed a timely complaint for administrative review of the Board's decision in the circuit court of St. Clair County. On April 23, 2015, the circuit court affirmed the Board's decision. Sharp filed a timely notice of appeal.

¶ 32 ANALYSIS

¶ 33 Sharp first argues that he was denied his due process rights of a fair and impartial hearing, or arbitration, as provided by statute and by the collective bargaining agreement. He makes vague claims that his due process rights were violated without any specification. He refers to arbitration, argues that his rights under the collective bargaining agreement were violated by a premature hearing, and claims that the Board had no jurisdiction over the subject matter or the parties and failed to provide adequate notice, but he fails to specify how these violations occurred.

¶ 34 "Due process entails an orderly proceeding wherein a person is served with notice, and has an opportunity to be heard and to present his or her objections, at a meaningful time and in a meaningful manner, in a hearing appropriate to the nature of the case." *Village of Vernon Hills v. Heelan*, 2015 IL 118170, ¶ 31. "A procedural due process claim presents a legal question subject to *de novo* review." *Id.*

¶ 35 The Illinois Municipal Code provides, in pertinent part, that no "member of the fire *** department of any municipality *** shall be removed or discharged except for cause, upon written charges, and after an opportunity to be heard in his own defense." 65 ILCS 5/10-2.1-17 (West 2014).

¶ 36 Here, Chief Blackmon filed written charges with the Board. "The complaint in an administrative hearing need not be as precisely drawn as those before a trial court [citation], although it must be sufficient to allow the defendant to prepare an adequate defense." *Kinter v. Board of Fire & Police Commissioners for Village of Palatine*, 194 Ill. App. 3d 126, 129 (1990). The charges filed in this case clearly met this standard.

¶ 37 On April 10, 2013, notice of hearing was sent to Sharp, setting this matter for hearing on April 24, 2013. Sharp appeared at the April 24, 2013, hearing with counsel. No objection was made at that time. On Sharp's motion, the matter was continued to May 14, 2013. The Board directed the attorneys to exchange witness lists and exhibits within seven days. Chief Blackmon's attorney provided a witness list and exhibits to Sharp's attorney within the seven-day period. Sharp never submitted any written objections setting forth any due process violations. He did not exercise any request to submit to arbitration, did not raise any specific objection to the Board's jurisdiction, and agreed to proceed in front of the Board. Therefore, he clearly was provided notice and an opportunity to be heard.

¶ 38 Sharp also argues that he was aggrieved by Chief Blackmon's March 14, 2013, order to submit to drug testing because Chief Blackmon did not comply with the requirements of section 22.5(B) of the collective bargaining agreement, which governs reasonable suspicion testing. He argues that Chief Blackmon, the director of safety, did not independently investigate the reliability or validity of the allegations at any time before ordering him to submit to drug testing. He argues that Chief Blackmon's order was, therefore, without reasonable suspicion because, although section 22.5(B)(ii)

provides that reasonable suspicion may be based upon "[i]nformation provided by an identifiable third party," that is true only if that information is independently investigated by the director of safety or his designees to determine the reliability or validity of the allegation, and no such investigation occurred before the March 14, 2013, meeting. He argues that Chief Blackmon's order and the one-hour testing requirement were, therefore, in contravention of his due process rights provided under the collective bargaining agreement and were the proper subject matter to be pursued exclusively via the collective bargaining agreement's grievance process and not by way of the hearing. We disagree.

¶ 39 The evidence is undisputed that Chief Blackmon, the director of safety, received information from not one, but two, identifiable third parties. He received phone calls from two law enforcement agents from Texas, indicating that Sharp had been stopped there with cannabis and \$50,000 in his vehicle. Chief Blackmon had further contact with one of the law enforcement agents by email.

¶ 40 Sharp argues, however, that reasonable suspicion did not exist because there was no direct evidence that he was using drugs or that he was under the influence of drugs; instead, there was only direct evidence that he was in possession of drugs. This argument fails because section 22.5(B) contains two separate methods by which reasonable suspicion may arise. Section 22.5(B)(i) refers to "[o]bservable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled drugs." However, section 22.5(B)(ii), upon which Chief Blackmon relied, contains no requirement of observed use or physical symptoms of impairment. Instead, it merely refers to "[i]nformation provided by an

identifiable third party which is independently investigated by the Director of Safety or his designees to determine the reliability or validity of the allegation." Despite Sharp's argument to the contrary, the information provided by the two law enforcement agents in this case that he was stopped in Texas with cannabis and \$50,000 in his vehicle was sufficient to give Chief Blackmon reasonable suspicion that he used illegal drugs, and Chief Blackmon did not violate his right to due process by ordering him to submit to a drug test without investigating further.

¶ 41 Sharp next challenges the Board's decision to discharge him. The scope of a court's review of an agency's decision to discharge an employee is usually a two-step process. *Ehlers v. Jackson County Sheriff's Merit Comm'n*, 183 Ill. 2d 83, 89 (1998). The court first decides whether the agency's factual findings are against the manifest weight of the evidence. *Id.* A factual finding is against the manifest weight of the evidence only if the opposite conclusion is clearly apparent. *In re Edmonds*, 2014 IL 117696, ¶ 35. Here, the Board's factual finding that Sharp failed to comply with Chief Blackmon's direct order that he accompany Assistant Chief Burns and Captain Walls directly to the test site to have the drug test performed is amply supported by the testimony of Chief Blackmon, Assistant Chief Burns, and Captain Walls.

¶ 42 Pursuant to the second step, we must determine whether the Board's factual finding supported its conclusion that cause existed for Sharp's discharge. See *Ehlers*, 183 Ill. 2d at 89. " 'Cause' has been defined as 'some substantial shortcoming which renders [the employee's] continuance in his office or employment in some way detrimental to the discipline and efficiency of the service and something which the law and a sound public

opinion recognize as a good cause for his no longer occupying the place.' " *Id.* (quoting *Fantozzi v. Board of Fire & Police Commissioners*, 27 Ill. 2d 357, 360 (1963)).

¶ 43 Sharp argues that the Board did not consider, or make any findings, that there was good cause for terminating him. He argues that, instead, the Board simply found that Chief Blackmon's order for a drug test was valid under section 22.5(B) of the collective bargaining agreement; that the order was not carried out as a result of his lack of cooperation; and that he should, therefore, be terminated. He argues that, without more, the Board's findings and decision fail to establish the legal requisite, a finding that good cause existed for his termination. We disagree. The Board found that there was good cause for Sharp's termination because he failed to comply with Chief Blackmon's direct order to accompany Captain Walls and Assistant Chief Burns directly to the test site to have the drug test completed.

¶ 44 We must, therefore, determine whether the Board's finding of fact, that Sharp failed to comply with Chief Blackmon's direct order to accompany Captain Walls and Assistant Chief Burns directly to the test site to have the drug test completed, supported its conclusion that cause existed for Sharp's discharge. See *Ehlers*, 183 Ill. 2d at 89.

¶ 45 A reviewing court must respect an agency's finding of cause and must not reverse an agency's finding that cause for discharge exists unless that finding is arbitrary and unreasonable or unrelated to the requirements of the job. *Id.*

¶ 46 Fire Department Rule 5.1.1 provides that firefighters "shall accord obedience, proper respect and courtesy to Officers." Chief Blackmon testified that, by disobeying his direct order to accompany Assistant Chief Burns and Captain Walls directly to the test

site to have the drug test performed within one hour, Sharp violated Rule 5.1.1. Moreover, section 22.5(G) of the collective bargaining agreement provides, in pertinent part, that "[a]n employee who refuses to comply with an order to submit to a drug or alcohol test based upon reasonable suspicion within one (1) hour shall be subject to discharge for insubordination."

¶ 47 Based upon his violation of Fire Department Rule 5.1.1 and the collective bargaining agreement, we cannot find that the Board's decision to discharge Sharp for deliberately disobeying Chief Blackmon's direct order, that he accompany Assistant Chief Burns and Captain Walls directly to the test site to have the drug test performed within one hour, was arbitrary, unreasonable, or unrelated to the requirements of his service. Accordingly, the Board's decision to terminate Sharp must be upheld on administrative review.

¶ 48 CONCLUSION

¶ 49 For the foregoing reasons, the judgment of the circuit court of St. Clair County is affirmed.

¶ 50 Affirmed.