

# ILLINOIS FOP LABOR COUNCIL

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and

## CITY OF EDWARDSVILLE

Patrol Officers and Sergeants

FRATERNAL  
ORDER

May 1, 2024 – April 30, 2027

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## TABLE OF CONTENTS

ARTICLE ONE - PREAMBLE.....	1
ARTICLE TWO - RECOGNITION .....	1
ARTICLE 3 - SENIORITY.....	2
Section 3.1 - Definition of Seniority .....	2
Section 3.2 - Termination of Seniority.....	2
Section 3.3 - Seniority List .....	2
Section 3.4 - Layoff/Recall .....	3
ARTICLE FOUR - LEAVES OF ABSENCE .....	3
Section 4.1 - Request for Leaves of Absence Without Pay .....	3
Section 4.2 - Outside Employment.....	3
Section 4.3 - Funeral Leave .....	3
Section 4.4 - Maternity Leave .....	3
Section 4.5 - Family and Medical Leave Act Policy .....	4
Section 4.6 - Paid Leave Workers Act Policy .....	4
ARTICLE FIVE - GRIEVANCE PROCEDURE .....	4
ARTICLE SIX - HOURS OF WORK .....	6
Section 6.1 - Work Period .....	6
Section 6.2 - Intent of Article .....	7
Section 6.3 - No Pyramiding .....	7
Section 6.4 - Call-back.....	8
Section 6.5 - Change to Shift Assignment.....	8
Section 6.6 - Standby .....	9
Section 6.7 - Shift Extension .....	9
Section 6.8 - Shift Commander Compensation .....	9
Section 6.9 - Training Travel Compensation.....	9
Section 6.10 - Compensatory Time.....	9
Section 6.11 - Subcontracted Work.....	9
Section 6.12 - FTO Compensation.....	10
Section 6.13 - Shift Staffing and Time-Off .....	10
Section 6.14 - Training Days Schedule/Staffing: .....	10
ARTICLE SEVEN - DISCIPLINE AND DISCHARGE .....	10
Section 7.1 - Definition.....	10
Section 7.2 - Just Cause.....	11
Section 7.3 - Modified Discipline .....	11
Section 7.4 - Notification .....	11
Section 7.5 - Conduct of a Disciplinary Investigation / Bill of Rights .....	11
Section 7.6 - Pre-disciplinary Meeting.....	12
Section 7.7 - Review of Discipline .....	13
Section 7.8 - Production of Documents.....	13

ARTICLE EIGHT - SALARY .....	14
ARTICLE NINE - LONGEVITY .....	14
Section 9.1 - Longevity Increment.....	14
Section 9.2 - Longevity Stipend .....	14
ARTICLE TEN - EDUCATIONAL INCENTIVES .....	15
Section 10.1 - Degree Stipend .....	15
Section 10.2 - Tuition Reimbursement .....	15
ARTICLE ELEVEN - HOLIDAYS / PERSONAL DAYS .....	17
Section 11.1 - Holidays .....	17
Section 11.2 - Work on Holiday Definition .....	17
Section 11.3 - Personal Days.....	18
ARTICLE TWELVE - VACATIONS .....	18
Section 12.1 - Accrual.....	18
Section 12.2 - Computation of Vacation .....	18
ARTICLE THIRTEEN - INSURANCE .....	22
Section 13.1 - Hospital Insurance .....	22
Section 13.2 - Liability Insurance .....	23
ARTICLE FOURTEEN - UNIFORMS AND EQUIPMENT.....	23
Section 14.1 - Uniforms and Equipment / Quartermaster System .....	23
Section 14.1.1 - Clothing Maintenance .....	23
Section 14.2 - Ballistic Protection Vest.....	24
Section 14.3 - Replacement of Damaged Property .....	24
Section 14.4 - Officer Reimbursement for Training.....	25
Section 14.5 - Body Camera.....	25
Section 14.6 - Load Bearing Vests, Belts and Attachments.....	25
ARTICLE FIFTEEN - EXAMINATIONS .....	26
Section 15.1 - Annual Physical and Eye Examination .....	26
Section 15.2 - Fitness for Duty Examinations.....	26
ARTICLE SIXTEEN - SICK LEAVE .....	27
Section 16.1 - Definition.....	27
Section 16.2 - Allowance.....	27
Section 16.3 - Maximum Accumulation .....	27
Section 16.4 - Sick Leave Policy.....	27
Section 16.5 - Light Duty Assignment .....	32
ARTICLE SEVENTEEN - PROBATIONARY PERIOD.....	32
Section 17.1 - Probationary Period .....	32
Section 17.2 - Residency Requirement.....	32
Section 17.3 - Increased Benefits for Lateral Hires .....	32
ARTICLE EIGHTEEN - SAVINGS CLAUSE.....	33

ARTICLE NINETEEN - NON-DISCRIMINATION .....	33
ARTICLE TWENTY - NO STRIKE/LOCK-OUT COMMITMENT .....	33
Section 20.1 - No-Strike Commitment.....	33
Section 20.2 - Penalties .....	33
Section 20.3 - Union Responsibility.....	33
Section 20.4 - No Lock-out .....	34
ARTICLE TWENTY-ONE - MANAGEMENT RIGHTS .....	34
Section 21.1 - Management Rights.....	34
Section 21.2 - City Personnel Code .....	34
ARTICLE TWENTY-TWO - COMPREHENSIVE AGREEMENT .....	35
ARTICLE TWENTY-THREE - DRUGS AND ALCOHOL ABUSE .....	35
Section 23.1 - General Policy.....	35
Section 23.2 - Definitions .....	36
Section 23.3 - Prohibitions .....	37
Section 23.4 - Administration of Tests .....	37
Section 23.5 - When a Test may be Compelled.....	37
Section 23.6 - Reasonable Suspicion .....	39
Section 23.7 - Order to Submit to Testing.....	39
Section 23.8 - Conduct of Tests .....	40
Section 23.9 - Prohibited Levels .....	41
Section 23.10 - Right to contest.....	41
Section 23.11 - Voluntary Requests for Assistance .....	41
Section 23.12 - Disciplinary Action for Confirmed Positive Test Results .....	42
Section 23.13 - Confidentiality of Test Results .....	43
ARTICLE TWENTY- FOUR - DUES DEDUCTION .....	43
Section 24.1 - Fraternal Lodge Dues Deduction.....	43
Section 24.2 - Labor Council Dues Deduction.....	43
Section 24.3 - Indemnification.....	44
Section 24.4 - Membership Lists.....	44
ARTICLE TWENTY-FIVE - RESOLUTION OF IMPASSE .....	44
ARTICLE TWENTY-SIX - DURATION .....	44
Section 26.1 - Term of Agreement.....	44
Section 26.2 - Continuing Effect.....	44
ARTICLE TWENTY-SEVEN - INDEMNIFICATION .....	45
SIGNATURES .....	46
APPENDIX A - DUES AUTHORIZATION FORM.....	47
APPENDIX B - BASE WAGES.....	48
APPENDIX C - GRIEVANCE FORM .....	49



## **ARTICLE ONE - PREAMBLE**

This Agreement is entered into by and between the City of Edwardsville (herein referred to as the "City" or the "Employer") and the Illinois Fraternal Order of Police Labor Council, representing full-time, sworn officers in the positions of patrol officer and sergeant (herein referred to as the "Union").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Labor Council representing the employees in the bargaining unit, to encourage and improve efficiency and productivity, and to prevent interruption of work and interference with the operations of the City. It is the intent of both the Employer and the Labor Council to establish an entire Agreement covering rates of pay, hours of work, and other terms and conditions of employment for bargaining unit employees for the term of this Agreement, and to create a peaceful procedure for the resolution of differences.

WITNESSETH:

WHEREAS, the City is engaged in furnishing an essential public service which vitally affects the health, safety, comfort, and the general well being of all of the people of this community; and,

WHEREAS, the very existence of the City is conditioned upon carrying out its obligations and responsibilities to the public; and,

WHEREAS, this responsibility to the public is a mutual responsibility of employees and management, which requires that any dispute arising between the employees and management be settled in an orderly way, without the interruption of service; and,

WHEREAS, both the City and the Police Officers hereby recognize this mutual responsibility of service to the public;

NOW THEREFORE, in furtherance of harmonious relations among employees, the management, and the public, it is mutually agreed as follows:

## **ARTICLE TWO - RECOGNITION**

The Employer and the Lodge agree that for the purposes of administration, this Agreement shall pertain to full-time, sworn officers in the positions of patrol officer and sergeant. The term "employee" or "officer" as used in this Agreement shall apply only to the aforesaid positions of patrol officer and sergeant, unless otherwise provided, for the purpose of this Agreement.

## **ARTICLE 3 - SENIORITY**

### **Section 3.1 - Definition of Seniority**

Seniority shall for the purposes of this Agreement, be defined as an officer's length of continuous (service) employment within the Police Department since his/her last date of hire. Seniority shall be computed from the latest date of appointment. If more than one person is appointed on the same day, then that person occupying the highest position on the Board of Fire and Police Commissioner appointment list shall receive seniority preference.

### **Section 3.2 - Termination of Seniority**

The term "continuous service" and/or "employed continuously" shall be so construed that seniority of employees absent from employment due to sickness, injury, authorized leaves of absence or layoffs by the Employer, shall not cause a break in the meaning of the word "continuous" for the purposes of computing seniority and employee's continuous service credits, except as provided in this Section. An officer shall be terminated by the Employer and his seniority broken when he:

- a) Quits or retires;
- b) Is discharged for proper cause;
- c) Is laid off for up to one year, and/or fails to return to work within the limits as stated by the state statute after having been notified by registered letter at his/her last known address;
- d) Accepts gainful employment while on an approved leave of absence from the department;
- e) Is absent for two (2) consecutive work days without a valid excuse;
- f) Fails to return to work at the conclusion of an approved leave of absence.

### **Section 3.3 - Seniority List**

The Employer shall prepare and mail to the Union a list setting forth the name, classification, last date of hire and seniority date(s) of each officer within twenty-one (21) calendar days after the date of the execution of this Agreement or a change in the current seniority list. If the Union does not notify the Employer that it disagrees with the information contained in said list within twenty-one (21) calendar days after the date of receipt of said list, the list shall be considered correct and binding on the officers and the Union from that time forth. Should the Union notify the Employer of any alleged error on the list within twenty-one (21) days, the parties shall meet or otherwise confer to resolve the alleged discrepancy within thirty (30) calendar days. Once the information is resolved as a result of the Union notifying the Employer, or, if the Union does not notify the Employer after the twenty-one (21) days, once the twenty-one (21) days have elapsed, the list shall be considered correct and binding on the officers and the Union from that

time forth. Once the list is correct and binding, it shall be posted and, shall finally resolve all questions of seniority affecting officers covered under this Agreement. Changes in the seniority list during the term of this Agreement shall be made in accordance with this Section.

The parties agree to compile a list of employees desiring to be called for overtime opportunities in case of vacant shifts, where the vacancy is reasonably known in advance. Parades and other special community events serve as overtime opportunities. In cases where no volunteers can be located to fill a particular overtime vacancy, employees may be ordered back to work in inverse order of their seniority on a rotating basis. The parties further agree to meet in a labor-management setting in order to work out the details of such list.

The Director of Police has the right to make any and all overtime assignments in which special training and/or skills are required for the assignment.

#### **Section 3.4 - Layoff/Recall**

The layoff and recall of personnel shall be in accordance with Illinois State Statute.

### **ARTICLE FOUR - LEAVES OF ABSENCE**

#### **Section 4.1 - Request for Leaves of Absence Without Pay**

Requests for a leave of absence without pay shall be submitted for consideration as outlined in the Personnel Code.

#### **Section 4.2 - Outside Employment**

No leave shall be granted for the purpose of taking gainful employment elsewhere and the falsification of information in order to obtain such leave shall be grounds for immediate termination from the department.

#### **Section 4.3 - Funeral Leave**

Funeral Leave shall be provided as outlined in the City Personnel Code.

#### **Section 4.4 - Maternity Leave**

A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the Director of Police or his designee; setting forth a date the leave is to begin as soon as that date can be determined by the officer and the officer's physician. Upon receiving the physician's report that the officer is pregnant, the Department shall transfer the officer to a suitable position intended to reduce possible injury to the fetus and officer. This assignment shall continue until the employee is no longer able to perform work as the result of the pregnancy. While on maternity leave the employee may use sick leave and other applicable benefits. Return to work shall be permitted upon a signed release by the officer's physician.

#### **Section 4.5 - Family and Medical Leave Act Policy**

FMLA leave shall be granted to employees as provided by law.

Substitution of Paid Leave: During a medical leave provided under FMLA, an employee shall first exhaust all accrued and unused sick leave (sick leave need not be exhausted for caring for a child after birth or placement for adoption or foster care) and all accrued and unused vacation before continuing the leave on an unpaid basis.

#### **Section 4.6 - Paid Leave Workers Act Policy**

The parties stipulate that the benefits provided for in this Agreement are at least as generous as those required by the Illinois Paid Leave for All Workers Act as enacted and effective January 1, 2024. The parties therefore waive the requirements of the Act as enacted and effective January 1, 2024.

### **ARTICLE FIVE - GRIEVANCE PROCEDURE**

For the purpose of the Agreement, a Grievance is defined as a police officer's and/or Lodge dispute, claim or complaint involving the interpretation, application, or compliance of the provisions of this Agreement between the Lodge and the City of Edwardsville, Illinois.

Step 1: The grievant shall present the written grievance to the Director of Police for adjustment. The written grievance must be presented within ten (10) business days after the occurrence of the Grievance. It is the desire of both the Lodge and City to make every effort to resolve disputes at this level. The Director of Police shall respond in writing to the grievance within ten (10) business days of the date of receipt of the grievance.

Step 2: Should the grievant and/or Lodge feel that the Grievance was not satisfactorily settled in Step #1, the Grievance shall be submitted, within ten (10) business days of Step #1, to the Mayor or his designated representative(s), who shall meet with the Lodge representative(s) in an attempt to resolve the grievance. The Mayor or his designee shall respond in writing to the grievance within ten (10) business days following the grievance meeting.

Step 3: Arbitration: If the grievance is not settled in accordance with the foregoing procedure either party may request arbitration by sending the other party written notice of its desire to arbitrate the grievance. Such notice must be given within fifteen (15) business days after receipt of Step #2 response. The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt by the City of the notice of referral. In the event that the parties are unable to agree upon an arbitrator within such ten (10) business days they shall immediately and jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Either party may reject one entire panel.

Both the City and the Lodge shall have the right to strike three (3) names from the panel. The parties, by toss of a coin, shall determine which party shall strike the first name, the second party may strike the second name, the first party shall strike the third, the other party the fourth, and the first shall strike the fifth, and the other party the sixth, and the remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by joint letter from the City and the Union representatives.

All arbitration hearings shall be held in the City of Edwardsville, Illinois unless the parties mutually agree otherwise.

**Arbitrator's Authority:** The arbitrator shall act in a judicial not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make decisions with respect to the specific issue submitted to him. In the event that the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules having the force and effect of law. The arbitrator shall be asked to submit his written decision within thirty (30) calendar days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof.

The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

**Failure to Process in a Timely Manner:** If a Grievance is not appealed to the next step within the time limits set forth, or during a mutually agreed written extension, the Grievance shall be deemed resolved on the basis of the City's last answer. If the City does not answer a Grievance or an appeal thereof within the specified time limits, the Lodge may elect to treat the Grievance as denied at that step and immediately appeal the Grievance to the next step, if any. The time limits set forth throughout the procedure shall be in effect except as to those Grievances involving the Department's action in the case of a disciplinary suspension, discharge or layoff from work, when the Grievance shall be filed by the end of the day after the employees or the Lodge knew of the action. Time limits for the processing of any Grievance may be extended at any time by the written mutual agreement of the parties.

**Arbitration Costs:** The fee and expenses for the arbitrator's services, if any, shall be borne equally by the City and the Union. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript, however, the cost of the arbitrator's copy shall be borne as provided for in the fees and expenses of the arbitrator. However, none of the terms of the Article shall contravene any existing law or statutes.

## ARTICLE SIX - HOURS OF WORK

### Section 6.1 - Work Period

I. Work Schedule:

It is acknowledged that the employees are subject to twenty-four (24) hour a day call for emergency purposes.

The parties agree that the current shifts established by the Employer shall be maintained for the duration of the Agreement unless otherwise mutually agreed.

Nothing in this Article shall prevent an individual officer and the Employer from agreeing to a shift other than that currently in effect provided that such an agreement shall not waive the Lodge's right to future impact bargaining in response to the Employer's desire to change such current schedule.

The Employer will make every reasonable effort to not schedule an employee to work on furlough days immediately before or immediately after a period of an employee's vacation.

II. Twelve (12) Hour Shifts – Patrol Duty Assignment:

A. The employer and the union agree to utilize a twelve (12) hour shift work schedule for those employees assigned to patrol duties within the Edwardsville Police Department.

B. The workday shall consist of two basic shifts (Day Shift and Evening Shift) of twelve (12) hours each. Most employees shall rotate through the two shifts every eight (8) weeks. However, management may assign sergeants and other selected individuals to a different twelve (12) hour shift that represents an overlap of the two basic shifts (i.e., a "Power shift") with the same work cycles. The basic work cycle shall consist of the following:

Two workdays followed by two days off;  
Three workdays followed by two days off;  
Two workdays followed by three days off;  
Two workdays followed by two days off;  
Three workdays followed by two days off;  
Two workdays followed by three days off.  
Schedule cycle then repeats.

C. The schedule results in a total of eighty-four (84) work hours within a two-week pay period. Effective May 1, 2001, the employer agrees to pay all hours worked, or paid as if worked, in excess of the twelve (12) hour workday or the eighty-four (84) hour pay period at the overtime rate of pay.

D. Officers may request to trade shifts with officers after the initial shift assignments have been made by the Chief of Police or his designee. Management agrees to consider the request without unreasonable delay.

III. Non-Patrol Personnel working 84 hours bi-weekly / 2184 hours annually:

At the discretion of the Director of Police, the City reserves the right to assign and schedule investigators and other personnel on special assignments. "Special assignment" includes, but is not limited to: investigative assignments, school resource officer assignments, DARE duty, multi-day training, anticipated lengthy court duty in this or another jurisdiction, and light duty or limited duty assigned in lieu of sick (injury) leave. For employees on special assignment, the work week shall consist of a regular Monday through Friday schedule. Four of the five work days will be eight and one-half (8 ½) hours in length, and one out of the five work days will be eight (8) hours in length.

The schedule results in a total of eighty-four (84) work hours within a two-week pay period. For purposes of calculating overtime, premium pay at time and one-half rate will be paid for hours worked after the scheduled eight (8) or eight and one-half (8 ½) hour shift, or eighty-four (84) hours in a fourteen-day work period.

IV. Daylight Saving Time:

Due to daylight saving time, twice a year clocks are adjusted to cause a one-time shorter shift in the spring and a one-time longer shift in the fall. Officers affected by the time change adjustment in the spring may work one extra hour of time during their full shift in the spring to make up for the hour loss on their scheduled shift or utilize one hour of compensatory time. Officers affected by the change in the fall will be entitled to one hour of overtime or compensatory time due to the change adjustment on their full scheduled shift.

**Section 6.2 - Intent of Article**

This Article defines the normal hours of work and provides the basis for calculation of overtime. Nothing contained herein shall be construed as a guarantee of hours of work per day, work period, month or year. This Article is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Article. The Employer agrees not to change the employees work schedule for the sole purpose of avoiding overtime.

**Section 6.3 - No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provision of this Agreement. Hours compensated under one rate of compensation shall not be compensated under any other rate of compensation. When two or more rates of compensation apply to time worked, the single rate most favorable to the officers shall apply.

## **Section 6.4 - Call-back**

**Definition:** A call-back is defined as an official assignment of work which does not continuously precede or follow an officers' regularly scheduled working hours. Officers reporting for work on a call-back basis shall receive a minimum of two (2) hours compensation at the overtime rate. Court time which immediately precedes or follows an employee's scheduled duty hours shall be compensated at the overtime rate of pay. Call-back pay shall not apply to changes in scheduled shifts.

**Pay Exclusion:** The aforesaid minimum of two (2) hours compensation for a callback shall not be made when an employee is called back to correct an error or omission.

**Early Shift Commencement:** Call-back pay will be paid to any employee who is required to commence working early if the employee is not given at least twenty-four (24) hours notification of the change in schedule. This will not apply if the Employer makes a reasonable effort to notify the employee at least twenty-four (24) hours in advance of the early shift.

## **Section 6.5 - Change to Shift Assignment**

**Shift Routine:** The assignment of an employee to a consistent shift schedule routine based on the employee's work assignment shall be according to the current and long standing practice and governed by the terms of the Agreement.

**Advanced Notice:** With twenty-one (21) days of prior verbal notice and notice in writing (written notice may include the posting of the change on the Master Schedule) authorized by the Chief or his designee, an employee may have his or her normal shift changed for the purpose of covering special community circumstances, a vacancy created by another employee's use of scheduled vacation time, personal time, scheduled training, or other planned absence.

**Unplanned Absences:** During a period of unplanned absence (which means a prolonged illness or injury of an employee, workers' compensation absence of an employee, or an employee's family emergency or imminent situation that cannot be anticipated by the employee requiring unavailability to work as scheduled), the employer agrees to actively seek to cover the shift change with voluntary staffing. In such cases where there is no voluntary staffing available to cover the shift, work within the first seven (7) calendar days shall be compensated at the overtime rate. After a seven (7) calendar day notice to an employee, the employer will not be obligated to pay overtime due to the schedule change. If in the event the employee with the unplanned absence returns to his/her shift earlier than expected, the employee that had his/her shift changed will have a choice as to which shift to work, his/her regularly scheduled shift or the shift to which he/she was temporarily assigned.

**Voluntary Changes Preferred:** All shift extensions and shift changes shall first be offered so as to seek a covering employee or employees on a voluntary basis.

**Voluntary Changes for Training:** The Chief or his designee may change an employee's shift, with the officer's agreement, to attend classes and training. The shift change only applies to the officer who is attending the training.

**Mandated Changes for Training and Other Situations:** In other situations where an employee's shift is changed (i.e., to attend employer mandated training with less than ninety-six (96) hours notice, special assignments, parades, emergency situations, etc.) the employee will be paid at the overtime rate of pay.

**Range Officer Schedule Changes:** The Employer agrees not to schedule a range officer from day/night shift to night/day shift and then back to day/night within a one-week period without paying overtime to the employee for the shift outside the employee's normal work schedule.

#### **Section 6.6 - Standby**

Standby pay shall be administered in accordance with the Fair Labor Standards Act.

#### **Section 6.7 - Shift Extension**

Any extension of assigned duty beyond a regularly scheduled tour of duty which is in excess of fifteen (15) minutes shall be paid at the overtime rate at a minimum increment of one hour.

#### **Section 6.8 - Shift Commander Compensation**

Any patrol officer who is assigned the duties and delegated authority to perform as shift commander shall be paid at the rate of the base pay for the rank of Sergeant at his own longevity level.

#### **Section 6.9 - Training Travel Compensation**

Travel for training shall not be considered call-out; however, a driver shall be compensated as in the Fair Labor Standards Act.

#### **Section 6.10 - Compensatory Time**

Officers may elect to take compensatory time in lieu of cash overtime. Such compensatory time will be earned at the same rate as overtime. Compensatory time may be accrued and carried from year to year up to a level of one hundred twenty (120) hours. No additional compensatory time may be earned and carried above this level unless approved by the City. Compensatory time may be sold or purchased back, at the employee's current rate of pay, upon mutual agreement of the employee and the City.

Compensatory time shall be taken in mutually agreeable amounts and blocks.

#### **Section 6.11 - Subcontracted Work**

Subcontracted work for non-departmental functions will be paid at a rate no less than the officer's overtime rate of time and one-half for the hours worked, except for

subcontracted work on a City recognized holiday, which will be paid at the recognized holiday rate. All police work performed for an entity other than the Employer, and in which the officer is representing himself as an Edwardsville Police Officer, will be subcontracted through the Employer. Officers covered by this Agreement will be given first opportunity to work any subcontracted work through the use of an equalization program.

#### **Section 6.12 - FTO Compensation**

Field Training Officers (FTOs) shall receive an additional \$1.75 per hour while training or performing duties related to the training of a recruit officer.

#### **Section 6.13 - Shift Staffing and Time-Off**

The Chief of Police has the right to establish minimum staffing levels for each patrol shift. Employees may take time-off using accrued vacation, compensatory, and personal time benefits, so long as the use of the time-off does not drop staffing below the minimum. The exception to this rule is that the Chief agrees to allow staffing to drop to one below minimum staffing once per shift by opening the vacancy created to voluntary overtime, arranged by the officer. In the event the vacancy cannot be filled through voluntary overtime, the time-off request can be denied. Once the shift is staffed under the terms of this Section, if the volunteering officer is unable to work it shall be their responsibility to fill the shift. If the officer is unable to perform this duty, the volunteering officer shall contact the on duty Sergeant or ASC to ensure the shift is filled.

#### **Section 6.14 - Training Days Schedule/Staffing:**

When employees are required to complete Department ordered in house training days (other than State mandated training), every effort will be made to schedule the training on Tuesdays or Wednesdays in February or March and September or October. Employees shall receive 12 hours "Training-time" for each training day they attend on their regular day-off. Training-time must be used within 12 months of the time the training time was earned. After which the training time shall be paid out in cash.

### **ARTICLE SEVEN - DISCIPLINE AND DISCHARGE**

The discipline and/or discharge, and the appeal of such discipline and/or discharge, of an employee covered by this Agreement shall be in accordance with this Article.

#### **Section 7.1 - Definition**

The parties recognize the principles of progressive and corrective discipline. The Employer's agreement to use progressive and corrective discipline does not prohibit the Employer from imposing discipline which is commensurate with the severity of the offense.

Discipline shall include only the following measures:

- a. Oral reprimand

- b. Written reprimand
- c. Suspension without pay
- d. Discharge

The parties agree that the legislature had eight-hour days in mind when suspension authority was granted to the Chief of Police; therefore, the parties further agree that the suspension authority of the Chief of Police shall be limited to a maximum of forty (40) hours, rather than the five days as provided in the Illinois Compiled Statutes.

### **Section 7.2 - Just Cause**

No employee covered by this Agreement shall be disciplined, relieved from duty, or separated from service without just cause. Discipline shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has a reasonable opportunity to investigate the facts.

### **Section 7.3 - Modified Discipline**

Should special circumstances warranting discipline other than described in Section 7.1 exist, the Employer may use a modified form of discipline. Such modified discipline may include the forfeiture of accumulated time off, the forfeiture of accumulated overtime, reassignment, or demotion. Such modified discipline shall not be precedent setting and shall not be subject to appeal as provided by this article since the Employer, the employee, and the Lodge would be in agreement to such modified discipline for that occurrence.

### **Section 7.4 - Notification**

The Employer shall notify both the employee involved and the Lodge of any disciplinary action taken. Such notification shall be in writing, except in the case of an oral warning, and shall reflect the specific nature of the offense giving rise to such discipline, discipline imposed or recommended, and the direction to the employee for future behavior.

Oral reprimands shall not be considered in imposing a disciplinary penalty for a current offense when more than twenty four (24) months have elapsed from the reprimand.

### **Section 7.5 - Conduct of a Disciplinary Investigation / Bill of Rights**

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has the right to Lodge representation at such interview. If the employee desires such Lodge representation, no interview shall take place without the presence of a Lodge representative. Further, no officer shall be interrogated under the provisions of this Article by any officer who is also a member of the bargaining unit.

If the inquiry, investigation or interrogation, oral or written, of an employee classified as a sworn law enforcement officer could result in dismissal or suspension

greater than three (3) days, then, before taking such action, the Employer shall follow the procedures set forth in Illinois Compiled Statutes 50 ILCS 725/1 et. seq., "The Uniform Peace Officers Disciplinary Act". The law enforcement officer may be relieved of duty and shall receive all ordinary pay and benefits as he would have, had he were not charged. The officer shall have the right to be represented at such inquiries, investigations or interrogations by a Lodge representative and/or legal counsel.

"Lodge representative" for the purposes of this Article shall be defined as a representative of the Illinois Fraternal Order of Police Labor Council. A local Lodge representative may be named by the Labor Council in the event that an immediate need arises in an emergency situation requiring immediate investigation. This local Lodge representative shall be a person who is not an investigator of, a witness to, or in any other way directly involved in the matter under investigation.

No employee shall be required or requested to disclose any item of property, income, assets, source of income, debts, or personal or domestic expenditures unless such information is necessary in investigating a possible conflict of interest with respect to the performance of his official duties or unless such disclosure is required by law.

No employee shall be compelled to speak or testify before or be questioned by any non governmental agency.

An employee shall be paid at the appropriate overtime rate for any time required by the Employer for the above if such time is outside the employee's normal working hours.

The Employer shall not insert any adverse material into any file of an employee, unless the employee has an opportunity to review and receive a copy and respond in writing to the adverse material. Such written response shall also be placed in the file unless the employee waives these rights in writing.

### **Section 7.6 - Pre-disciplinary Meeting**

For discipline other than oral warnings or written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the Lodge and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline. The employee shall be informed of his contract rights to Lodge representation and shall be entitled to such if so requested by the employee, provided the Lodge representative shall be available within twenty four (24) hours of notification. The employee and the Lodge representative shall be given the opportunity to rebut or clarify reasons for such discipline. If the employee does not request Lodge representation, a Lodge representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

The Chief of Police may relieve an employee from duty pending commencement of a hearing of the merits of charges filed by the Chief with the Board of Fire and Police Commissioners, or his recommendations to an arbitrator. The employee shall receive all

ordinary pay and benefits as he would if he were not charged, except for those periods of time resulting from the continuance of the Board of Fire and Police Commission or grievance arbitration proceedings occasioned by the employee.

### **Section 7.7 - Review of Discipline**

An officer may elect to have imposed or recommended discipline reviewed in accordance to the rules and regulations of the City of Edwardsville Board of Fire and Police Commission or through the grievance procedure of this Agreement. The affected officer shall notify the Chief of Police in writing within ten (10) working days of the receipt of notice of the discipline of his choice of election for review. After making such election the officer is barred from using the other procedure for that occurrence. Any grievance filed as a result of this Section shall be initiated at Step 3, Arbitration.

### **Section 7.8 - Production of Documents**

The City agrees that no later than ten (10) calendar days before hearing before the City of Edwardsville Board of Fire and Police Commission or twenty (20) calendar days before any grievance arbitration, the City will supply to the Lodge (Labor Council) a complete copy of:

- a. All witness/complainants' names, addresses, telephone numbers;
- b. Copies of all items, documents, investigatory reports, films, audio and/or visual tapes, objects, physical evidence or other materials which are or may be related to the pending allegations;
- c. A true, accurate and complete copy of the affected employee's personnel file; and,
- d. Any and all information, documents or materials which may be used in aggravation or mitigation.

The Lodge (Labor Council) agrees that upon receipt of the production set forth above by the City, the Lodge (Labor Council) will provide to the City the following information:

- a. Names, addresses and telephone numbers of all persons having knowledge of fact relevant to the subject matter, including witnesses;
- b. Copies of all items, documents, investigatory reports, films, audio, and/or visual tapes, objects, physical evidence, or other materials which are or may be related to the pending allegations which are not in the possession or control of the City; and,
- c. Any and all information, documents or materials which may be used in mitigation which are not already in the possession or control of the City.

Subsequent discovery shall be provided by the City and the Lodge (Labor Council) as may be necessary.

## **ARTICLE EIGHT - SALARY**

Wages are found in Appendix B.

## **ARTICLE NINE - LONGEVITY**

### **Section 9.1 - Longevity Increment**

In recognition of extended service, a longevity increment shall be paid to each employee. The longevity increment shall be an addition to the employee's unadjusted hourly base rate as shown in Appendix B and be considered as part of the employee's salary, as set forth on the following basis:

STEP 1: Beginning the fifth year and extending through ninth year of time in service, the following amount:

3%

STEP 2: Beginning the tenth year and extending through the fourteenth year of time in service, the following amount:

4%

STEP 3: Beginning the fifteenth year and extending through the nineteenth year of time in service, the following amount:

6%

STEP 4: Beginning the twentieth year and extending through the twenty-fourth year of time in service, the following amount:

8%

STEP 5: Beginning the twenty-fifth year and extending thereafter of his time in service, the following amount:

10%

### **Section 9.2 - Longevity Stipend**

In addition to the longevity amounts set forth in Section 9.1 above, employees shall be paid the following longevity stipend:

Beginning the twentieth year and extending through the twenty-fourth year of time in service: \$2500

Beginning the twenty-fifth year and extending thereafter of his time in service:  
\$5000

Eligible employees shall receive such longevity stipends on the first pay period after their anniversary date and every year thereafter.

## **ARTICLE TEN - EDUCATIONAL INCENTIVES**

### **Section 10.1 - Degree Stipend**

Each police officer who has earned a Bachelor's Degree from an accredited College, based on a curriculum approved by the Director of Police, shall receive an additional salary stipend of \$1000 the first pay period of May of each year of the agreement.

### **Section 10.2 - Tuition Reimbursement**

The Employer agrees to follow the guidelines of the Tuition Reimbursement Policy, Section 18.8 of the City of Edwardsville Personnel Code that is in effect on the date of this agreement when compensating employees for attending and passing approved college level classes as delineated below in a copy of Section 18.8 of the City of Edwardsville Personnel Code.

"The City recognizes and supports employees who wish to continue their formal education in an effort to expand their knowledge and enhance current skills as well as to improve future potential. After six (6) months of full-time employment, the City will reimburse full-time employees for tuition and mandatory fee expenses incurred while attending college if the guidelines included in this policy are met. To be eligible for such reimbursement, the employee must plan to enroll in an Associate's, Bachelor's or Master's Degree Program at an accredited institute, college or university in a field that is directly related to the work currently performed for the City or a probable future assignment or position with the City. Prior to enrollment in a degree program, the employee must receive approval that the program is eligible for reimbursement. This step is initiated by completion of the Program Enrollment Form. Once the degree program has been approved, all pre-requisite, required and elective courses will be eligible for reimbursement. The employee must provide proof that an attempt was made to select elective courses that are job-related to the current or potential future position with the City in order to receive reimbursement.

"In cases in which an employee is pursuing a degree but has not yet been required to declare a major, a written and signed statement from the employee concerning his or her academic intentions regarding a major field of study should be included with the Program Enrollment Form.

"To be eligible for reimbursement, employees must earn a "C" or higher in undergraduate studies, or a "B" or higher in graduate studies, for courses that offer

a letter grade. For courses that only offer a designation of "Pass" or "Fail," the employee must receive a "Pass" to be eligible for reimbursement.

"Reimbursement is limited to \$1,500 each fiscal year. Reimbursement will be made with the approval of the Department Head and the Director of Human Resources and is subject to departmental budget constraints.

"The City reserves the right to demand repayment from an employee for expenses paid by the City during the past twelve (12) months if the employee resigns within one (1) year after the City has reimbursed the employee for schooling expenses. At the time of course approval, the employee will be required to sign an agreement acknowledging that repayment to the City will be required if the employee resigns within one year of receiving reimbursement.

"An employee must use the following procedures when interested in participating in the tuition reimbursement program\*:

"Prior to enrollment in a degreed program, the employee must complete a Program Enrollment Form and submit the completed form along with a college-issued program description to the Department Head. Upon review and approval of the program, the Department Head will forward the request to the Director of Human Resources for additional review. The Director of Human Resources will notify the employee and the Department Head within 7-10 business days if final approval has been granted.

"Prior to enrollment in a class, the employee must:

1. Complete a Tuition Reimbursement Request form and submit the completed form along with a college-issued course description to the Department Head.
2. Upon review and approval of the Request form, the Department Head will forward this information to the Director of Human Resources for additional review. The Director of Human Resources will notify the employee and the Department Head within 7-10 business days if final approval has been granted.
3. The employee shall agree to sign a statement for repayment to the City if the employee resigns within one year of any reimbursement received by the City.
4. Upon completion of the approved course, the employee will submit a copy of proof of enrollment in the course, a copy of the detailed course expense invoice and a copy of the grade report to the Director of Human Resources. If all requirements have been met, the Director of Human Resources will process a request for reimbursement.
5. If reimbursement is denied by the Director of Human Resources or a Department Head, the employee shall have the right to appeal to the City Administrator. The City Administrator's decision shall be final.

"The City will not pay for rental or purchase of books or supplies.

"Classes shall be taken outside of the employee's regular work hours. At the discretion of the Department Head, an employee's regular work hours may be adjusted to allow attendance."

## **ARTICLE ELEVEN - HOLIDAYS / PERSONAL DAYS**

### **Section 11.1 - Holidays**

For purposes hereof holidays shall be considered to be:

New Year's Day (January 1),  
Martin Luther King, Jr. Day (third Monday in January)  
Presidents Day (third Monday in February),  
Memorial Day (last Monday in May),  
Juneteenth, June 19<sup>th</sup>,  
Independence Day (July 4),  
Labor Day (first Monday in September),  
Veteran's Day (November 11),  
Thanksgiving Day (fourth Thursday in November)  
Friday after Thanksgiving, and  
Christmas Eve (December 24)  
Christmas Day (December 25),

which shall be compensated as follows:

All holidays will be paid at time and one-half for twelve (12) hours. The employee has the option of substituting the holiday pay with eighteen (18) hours of compensatory time which will be calculated at straight time, up to the limit as established in this agreement.

Christmas Eve (December 24) as a paid holiday shall begin December 24, 2026.

### **Section 11.2 - Work on Holiday Definition**

For purposes of Holiday compensation due for regular shift assignments, the day the shift starts shall be considered the day of the holiday. The officer so assigned, shall be paid at the straight time rate for his/her normally scheduled duty day.

For the purpose of any officer called in to work as a call-back, he shall be compensated at the rate most favorable to the affected officer. Any employee who is called out to work on a holiday will receive one and one-half (1.5) times their hourly rate of pay for all hours worked.

Any detective who is required to be on-call will receive one hour of compensation for each day spent in an on-call status. The employee may elect to take the compensation

in the form of compensatory time up to the comp time limits established in this collective bargaining agreement.

**Section 11.3 - Personal Days**

Each will receive 24 hours of personal time each calendar year; personal leave is received on January 1<sup>st</sup> of each calendar year. Such leave shall be subject to and in accord with department policy and regulations. Personal leave days must be taken within two (2) years of the date of accrual and may not be accrued or accumulated beyond that time. Personal leave time may be taken in a minimum of one-hour increments. If an employee desires to take the equivalent of one (1) work day in personal leave time, he shall give such request to his supervisor three (3) days in advance. If an employee desires to take more than one (1) work day equivalent of personal leave at one time or to take any personal leave time in connection or conjunction with his vacation, then he shall be required to give such request of this intention through his supervisor, at least five (5) working days prior to the start of said personal leave time and/or vacation with personal leave time. Nothing prohibits an employee from utilizing personal leave time on the same day of request, so long as adequate staffing is present on the day requested.

Upon hire, a new employee will receive personal leave as follows: 1) Employees hired between January 1 and June 30 will receive 24 hours of personal leave time; 2) Employees hired between July 1 and December 31 will receive 12 hours of personal time.

**ARTICLE TWELVE - VACATIONS**

**Section 12.1 - Accrual**

All non-probationary Patrol Officers and Sergeants shall be eligible for vacations according to this Article. Vacations shall be awarded after years of continuous service in the employment of the City, regardless of department or position, as follows:

<b>Years of Service</b>	<b>8, 8 ½, or 12-Hour Shifts (2184 Annual Hours)</b>
After 1 year of service	84 hours
After 5 years of service	132 hours
After 10 years of service	168 hours
After 15 years of service	216 hours

**Section 12.2 - Computation of Vacation**

- I. Definitions
  - A. Working Day – Either twelve (12), eight and one-half (8½) or eight (8) hours in a twenty-four (24) hour period, including a thirty (30) minute paid meal break when available.
  - B. Regular Work Week see Article 6 – Hours of Work

- C. Vacation Week - Equal to the actual hours taken in a workweek (i.e. 24, 36, 40, 42 or 48 hours).
- D. Vacation Periods
  - 1. Major vacation period January 1 through December 31.
  - 2. Minor vacation period the employee's anniversary date through December 31.
- E. Vacation Leaves:
  - 1. Minor vacation leave: That authorized leave time when an employee utilizes the vacation entitlement which shall be accrued during a minor vacation period.
  - 2. Major vacation leave: That authorized leave time when an employee utilized the accrued vacation entitlement from a major vacation period.
- II. Vacation leave status is an employment status for a given period of time and can include days which would otherwise be considered on duty and off duty.
- III. Vacation leave shall be scheduled accordingly:
  - A. On a calendar year basis:
    - 1. January 1 through December 31 (a major vacation period), or
    - 2. The employee's anniversary date through December 31 (a minor vacation period).
  - B. May be taken at any time (subject to conditions described herein).
  - C. Extensions of vacation leave beyond December 31 shall be permitted in order to attain compliance, provided such extensions are not beyond a reasonable period of time within the following year.
- IV. Vacation leave requests shall be subject to the approval of the Director of Police who shall have the authority to adjust or postpone vacation leave with or without notice provided such action is necessary for the good of the agency and community.

Subject to the approval of the Director of Police vacation leave may be scheduled and taken within any given week at increments of not less than two (2) nor more than seven (7) calendar day increments. Nothing herein is intended to prevent use

of approved vacation leave within successive weeks subject to other provisions of the Department's vacation leave policy.

- V. Major vacation leave requests: shall be submitted sixty (60) days prior to January 1 of the coming vacation year.

Minor vacation leave requests: shall be submitted not less than seven (7) nor more than forty-five (45) days prior to the beginning of the respective vacation period.

- VI. Vacation leave shall be taken during the respective vacation period and cannot be accrued from year to year and vacation leave from one year cannot be taken in conjunction or succession with vacation leave of the previous year.

- VII. Vacation leave periods shall be equal to or may be substituted for work days according to the schedule provided in Section 12.1 above.

May be taken in increments of 2, 3, or 4 working days. Any remaining balance of less than 2 working days shall be treated as "extra days" for scheduling purposes, unless:

1. Such remaining balance is scheduled in its entirety in consecutive working days at the time the respective employee makes his/her vacation selections.
2. Any unscheduled balance of vacation entitlement days shall not be accrued beyond the respective calendar year and,
3. Unscheduled vacation entitlement days shall receive priority over "extra" or compensatory leave upon requests.

- VIII. An employee shall request a vacation leave to be taken subsequent to his or her first anniversary date.

- A. The vacation leave shall be scheduled between the first anniversary date and December 31 of that year (if practical);
- B. The duration of the first vacation leave shall be based upon the number of scheduled work days between the first anniversary date and December 31 of that year (See Section XI);
- C. Fractions of days shall be rounded upward in order to arrive at a whole figure representing the number of vacation entitlement days available to the first year employee during the balance of the calendar year (vacation period) after the first anniversary date.

- IX. Employee entering their first and subsequent full calendar years of employment (after having at least celebrated their first anniversary date) shall apply for vacation leave in accordance with Section III and V, herein.
  
- X. Employees having realized eligibility for additional vacation entitlement during a particular calendar year due to employment longevity shall request utilization of the additional vacation entitlement during a minor vacation period as defined in III A 2, above, however:
  - A. Major vacation leave request of other employees shall receive priority consideration;
  - B. Leave during minor vacation periods shall not be taken in violation of VII, above; and,
  - C. The duration and use of the additional leave shall be established in accordance with III and VIII, above, and may be taken in its entirety (i.e., five working days).
  
- XI. Vacation leave compensation upon termination:
  - A. Persons terminating employment shall be monetarily compensated for vacation leave earned according to the terms contained herein;
  - B. Employees terminating after their first anniversary date, but before December 31 of that year shall be compensated for vacation entitlement earned according to the provisions of III, above, less any vacation entitlement already having been utilized.
  - C. Calculation:
    - 1. The value of each working (or otherwise compensable) day depends upon the respective employee's vacation entitlement benefit due to years of service. Said value is determined as set forth below:
      - a. Factors:
        - N = Number of days per entitlement step
        - 182 or 260 = Standard number of working days per year
        - A= Actual number of work (or otherwise compensable) days
        - E = Entitlement

V = Value of work (or otherwise compensable) day for the respective entitlement step

U = Unused, but accrued entitlement from prior year (period)

b. Formula:  $N/182 = V$  or  $N/260 = V$

c. Value of Entitlement:

See Section 12.1 above.

2. The entitlement accrued by a given employee upon termination is calculated as follows (see "Factor", above)

$$E=VxA+U$$

- XII. Compensatory ("extra") days off duty may be utilized on date immediately preceding and/or succeeding vacation leave, provided:
- A. Such compensation days off duty are submitted not more than thirty (30) days and approved by appropriate supervisory personnel not less than seven (7) days prior to intended use, and
  - B. Such compensatory days off duty do not conflict with vacation requests of other employees, and
  - C. Such compensatory off day requests are submitted separate of the vacation requests.
- XIII. Employees may receive straight-time monetary compensation in lieu of vacation leave in addition to regular pay provided such action is absolutely necessary for the good of the department and municipality and done with the approval of the corporate authorities.
- XIV. Intra-departmental and inter-departmental transfers (not to include resignations) shall be considered continuous employment for purposes of determining an affected employee's eligibility for vacation leave.
- XV. Seniority (regardless of relative rank) shall prevail with regard to the selection/approval of vacation leave requests.

## **ARTICLE THIRTEEN - INSURANCE**

### **Section 13.1 - Hospital Insurance**

There shall be established for the City of Edwardsville an Advisory Insurance Committee as provided in the City's Personnel Code.

The City shall pay 100% of the cost of the employees' hospitalization insurance and 75% of the premium cost of the employees' family coverage of employees electing such coverage.

Any employee laid off due to lack of work and covered by hospitalization may pay 100% of the premium to the City to maintain coverage for a period not to exceed twenty-four (24) months from the day of layoff, subject to the approval of the insurance carrier.

### **Section 13.2 - Liability Insurance**

The City shall provide adequate insurance coverage to protect both the City and Police Officers from civil suits resulting from authorized acts of police officer while in the performance of their duties, while on duty or off duty and while serving as substitute Telecommunicators.

## **ARTICLE FOURTEEN - UNIFORMS AND EQUIPMENT**

### **Section 14.1 - Uniforms and Equipment / Quartermaster System**

The Employer agrees to furnish certain uniforms, accessories and equipment required to be worn, carried and used by personnel of the Edwardsville Police Department. A listing of the required uniforms, accessories and equipment shall be as set forth from time to time by "General Orders" of the department.

The department shall replace all unserviceable uniforms, accessories and equipment (including weapons and ballistic vests) when such uniforms, accessories and equipment are determined by the employer as unserviceable or unsafe. Uniforms, accessories and equipment may also be replaced at the discretion of the Employer to maintain a professional appearance of the officers.

#### **Section 14.1.1 - Clothing Maintenance**

Each employee shall receive clothing and equipment maintenance allowance in accordance with the following schedule:

<u>Year</u>	<u>Uniformed Personnel</u>	<u>Plainclothes Positions</u>
May 2024	\$800.00	\$1450.00
May 2025	\$800.00	\$1450.00
May 2026	\$800.00	\$1450.00

Annual clothing and equipment maintenance and cleaning allowance shall be paid on a separate payroll check in May of each calendar year to members employed at the time the check is issued.

Nothing herein is intended to prevent the Director of Police from establishing appearance and hygiene standards in accordance with and relation to the General Orders) pertaining to uniforms, accessories and equipment

All uniforms and equipment issued by the City, including ballistic protection vests, shall be considered the property of the City of Edwardsville and shall be returned to said City upon the separation of any officer from the City's employ (e.g. resignation, termination, or retirement) unless a special exception is made by the Director of Police regarding the return of badges upon retirement.

Within a reasonable time after appointment, probationary patrol officers shall receive a full issue of uniform, equipment and accessories. Any patrol officer who voluntarily leaves the Department prior to the expiration of his probationary period shall reimburse the City all costs incurred by the City relative to his equipment, uniform, accessories and training during his period of employment. A probationary patrol officer shall not be entitled to any clothing and equipment allowance as may be established herein, but shall receive replacement uniform and equipment on an as-need basis until the first payment date of clothing and equipment allowance after expiration of his probationary period. Such initial payment shall be prorated based upon the remaining time between the end of the probationary period and January 1 of the next year.

Example: Officer A successfully completes probation in February. Officer A receives a clothing and equipment allowance crediting him/her for 11 of 12 months.

#### **Section 14.2 - Ballistic Protection Vest**

The City shall provide each officer covered by this Agreement with a ballistic protection vest. The vest shall comply with the standards established by the National Institute of Justice (NIJ) with regard to such vests. The City agrees to replace the vests upon the scheduled date of their expiration as determined by established NIJ standards for the replacement of such vests. The minimum threat level of protection provided by any such vest shall be the same or greater than the caliber of duty weapon/ammunition carried by the officer. Each officer covered by this Agreement shall wear the ballistic protection vest provided to the officer by the City while on duty.

For any officer who desires a vest which is a more expensive model or design, having the same or greater protection level than provided above, the City agrees to purchase said vest. The officer desiring the more expensive vest shall reimburse the City for the difference in the cost of the basic vest provided above and the more expensive vest.

#### **Section 14.3 - Replacement of Damaged Property**

The City agrees to provide for the reasonable and functional replacement of items of personal property that are damaged or lost through non-negligence in the line of duty not to exceed \$100.00 per item. In the event an employee damages an item of personal property authorized by the Chief of Police, the value of which is greater than \$100.00 the parties will attempt to reach a mutually agreeable settlement in the replacement or payment of the damaged personal property. Prescription glasses and prescription sunglasses damaged or lost through non-negligence in the line of duty will be covered up to \$400.00, provided that such repairs or replacement is not covered by applicable City insurance benefits. All personal items used by employees shall conform with those items

authorized for use by the Chief of Police. The City further agrees to replace or repair uniform items and equipment that is damaged in the line of duty. The officer shall report any such damage to his supervisor in writing.

The officer shall further cooperate in any attempt of the City to recover damages through the court system as a result of the City's compensation according to this Section.

#### **Section 14.4 - Officer Reimbursement for Training**

The Employer may provide probationary police officers law enforcement training via a basic training academy program. Such employees will reimburse the Employer for expenses incurred regarding basic training academy costs if they decide to voluntarily terminate their employment with the Employer for reasons not related to serious illness or on-duty injury, within three (3) years of active service (not including layoff) following their completion of the basic academy program.

The reimbursement obligation shall consist of the sum of all amounts expended by the Employer in connection with providing the basic training academy program on behalf of the employee. The Employer agrees not to include in the calculation of the reimbursement obligation any sums previously received or expected to be received from any state or federal agency as reimbursement for training expenses.

Credit for services rendered will be given against the reimbursement obligation at the rate of one-sixth ( $1/6^{\text{th}}$ ) of the total reimbursement obligation for each twenty-six (26) weeks of continuous full-time employment after completion of the basic training academy program. Any absence from work due to illness, injury, or other cause for a period greater than two (2) weeks shall be excluded from the period of service for which credit will be given. Absences related to any injury sustained in the line of duty shall not be excluded.

Complete payment of the reimbursement obligation shall be made within twenty-four (24) months of cessation of employment with the Employer, in monthly installments of no less than one-twenty-fourth ( $1/24^{\text{th}}$ ) of the total reimbursement obligation.

#### **Section 14.5 - Body Camera**

The City and the members agree to abide by the provisions of Illinois law regarding the use of body-worn cameras and body worn camera footage. The parties agree this Section may be reopened for negotiation upon changes or additions to the Department's initial policies regarding body cameras.

#### **Section 14.6 - Load Bearing Vests, Belts and Attachments**

The City shall provide each officer covered by this Agreement with a load bearing vest, a non-leather belt (nylon or consistent material to vest), and necessary attachments for these items. The City agrees to replace these items upon the scheduled date of their expiration. The City shall have these items ordered for officers within ninety (90) days of the signing of this Agreement.

## **ARTICLE FIFTEEN - EXAMINATIONS**

### **Section 15.1 - Annual Physical and Eye Examination**

Each officer shall undergo an annual physical and eye examination. The Employer shall pay the remaining costs of the physical examinations after the bill for the examination has been submitted to the employee's health insurance provider. The Employer reserves the right to determine the physician that will conduct the annual physical. If the Employer does not identify a physician then each officer shall be allowed to use a physician of their choice.

If the Employer designates a facility for eye examinations, the Employer shall bear the cost of the examination after the bill for the examination has been submitted to the employee's vision insurance provider if applicable. If the employee has the eye examination at a facility of his/her choice that is not covered under the employee's vision insurance, the Employer shall pay up to a maximum of \$300.00 for any combination of eye examination and new prescription eyewear.

Each officer shall return to the Director whatever forms or statements relative to said examinations as he may require.

### **Section 15.2 - Fitness for Duty Examinations**

Should the Employer believe that an employee is not fit for duty; the Employer may require the employee have an examination by a qualified and licensed medical professional selected by the Employer to determine the employee's fitness for duty. The examination shall be job related and consistent with the Employer's business necessity. Any such examination shall be at the Employer's expense.

1. The employee shall be notified in writing of any such examination. The written notice shall contain the basis for the Employer's cause to believe the employee is unfit for duty. Absent an emergency where the employee is suspected of being a danger to him/herself or the public, the written notice will be given to the affected employee at least 72 hours prior to the scheduled examination.
2. The examining professional shall form an opinion, based on the results of the examination, as to the employee's fitness for duty. The professional shall forward such opinion in writing to the employer. All test results, as well as conversations between the employee and the medical professional, as well as the release of the examination results, shall be considered confidential by City representatives, governed in accordance with Illinois statutes. The release of such medical information will be restricted to only those with a bona-fide need for such information. The employee shall be provided with copies of all

examination results, associated documents and the medical professionals finding as to his or her fitness for duty.

3. If it is determined that the employee is unfit for duty, the employee shall be placed in an appropriate status based on the nature of the illness and/or disabling injury.

## **ARTICLE SIXTEEN - SICK LEAVE**

### **Section 16.1 - Definition**

Sick leave is defined as an authorized absence due to illness, or non-duty related injury, and shall not include scheduled off-duty time.

### **Section 16.2 - Allowance**

A probationary police officer shall receive a maximum of forty (40) hours of paid sick leave during the first year of employment. Officers shall be entitled to accrue a maximum of eighty (80) hours of paid sick leave annually during their second year of employment, beginning on their anniversary date. Beginning with the third year of continuous employment, officers will accrue sick leave at the rate of one hundred twenty (120) hours of paid sick leave annually. A paid sick leave day shall be either eight (8), eight and one-half (8.5), or twelve (12) hours depending on the shift or duty the Officer is assigned to at the time the day is claimed.

### **Section 16.3 - Maximum Accumulation**

Sick leave will be cumulative, up to a total maximum of seven hundred twenty (720) hours of sick leave at any one time.

After reaching seven hundred twenty (720) hours of accumulated sick leave, each officer will be allowed to bank an additional seven hundred twenty (720) hours. The additional days will be used once an employee's primary sick leave bank has been exhausted.

### **Section 16.4 - Sick Leave Policy**

- I. Physicians Certificate/Verification:
  - a. An employee on sick leave shall, upon his return to duty and specific request of the Director of Police deliver to the officer in command a statement in writing from a licensed physician, stating the nature of the illness and the opinion from the physician to the effect that the employee was unable to perform his regular duties while on sick leave. Further, in cases where the employer has a reasonable suspicion of sick leave abuse, on a case by case basis, the employer may request a physician's certificate for the particular sick leave.

- b. In the event the Director of Police is not satisfied at any time of the claimed illness or injury, he may send a licensed physician, to examine the employee at the expense of the City or transport the employee for an appropriate examination.
- c. Unless approved otherwise by the Director of Police or his designee, a supervisor of an employee on sick leave may visit that employee once during each of what would otherwise be the employee's scheduled tour(s) of duty for the following purposes:
  - 1) To determine if the department can be of reasonable assistance to the employee, and
  - 2) To verify the involved employee's condition
- d. Recovery statements:
  - 1) In the event that absence due to sickness or injury extends beyond seven (7) calendar days, a certificate of recovery and fitness to perform regular duties from a licensed medical doctor shall be delivered to the Director of Police before reporting for duty;
  - 2) The director of Police may require from the affected employee his certificate of recovery and fitness to perform regular duties from a licensed medical doctor at any time the Director of Police feels such verification is needed for the good of the agency.

II. Employees having suffered sudden illness or injury during vacation leave may be credited for such vacation and be placed on sick leave status, provided:

- a. Said employee has remaining accrued sick leave, and
- b. Such illness or injury requires hospitalization, or
- c. Such illness or injury causes the employee to become bedfast in such circumstance as documented by a licensed dentist or physician.

III. In as much as an employee on sick leave is being compensated for such non-productive status, said employee shall always provide the on-duty telecommunication with specific information concerning the employee's whereabouts during what would otherwise be the employee's scheduled tour of duty; and, Telecommunicators on duty shall forward that information to the on-duty shift supervisor.

IV. All employees on sick leave status shall remain at their place of residence (as recorded with the department pursuant to rules & regulations) unless hospitalized or authorized otherwise in writing by a licensed dentist or physician (note: this requirement

may be waived at the discretion of the Director of Police in cases of certain physical injuries, etc.).

V. Employment Status:

- a. Sick leave as an employment status shall not necessarily be limited to or simultaneous with a given employee's otherwise scheduled tour of duty.
- b. Affected employees shall request sick leave as an employment status and shall also request removal from such status prior to any return to active duty.
  1. The commissioned personnel of the rank of sergeant or above, or an on-duty acting shift commander, are hereby authorized to tentatively designate a subordinate employee as on sick leave status or tentatively remove such person from sick leave status, and
  2. The Director of Police shall have final authority to adjust employment status as indicated above (subject to possible appeal pursuant to grievance procedure).

VI. All members and employees shall provide reasonable notification upon becoming ill or otherwise unable to report for work:

- a. such notification shall be made to the immediate supervisor or another supervisory employee if the immediate supervisor is not available, and
- b. such notification shall be made by the involved employee unless the illness, injury or other reason for expected absence requires that another person provide the notification for the involved employee, and
- c. such notification shall be made not less than one (1) hour prior to the involved employee's scheduled tour of duty or the employee shall not be compensated unless the compensation refusal is subsequently and successfully appealed.

VII. Occupation Injury/Illness:

- a. Employees on leave which results from occupational illness or injury covered under the Illinois Worker's Compensation Act may be compensated through routine payroll procedures, provided:
  1. An appropriate medical report has been forwarded to the Director of Police for necessary dissemination, and

2. The employee agrees to assign all wage reimbursement rights to the Employer (this shall not exceed the actual salary costs for the involved period).
- b. Deductions from accrued sick leave benefits shall not be made in cases of occupational injuries except when the reimbursement assigned the Employer is less than that being afforded the employee through routine payroll procedures; and
1. In such cases the employee's weekly wages are calculated on the basis of seven days per week, and
  2. The difference between the reimbursement and the regular earnings (or fractions thereof with 84 hours payroll period as the usual basis) shall be appropriately computed and charged against the worker's accrued sick leave and,
  3. There shall be an initial three day waiting period which shall not be recognized with any compensation, unless:
    1. The injury or illness requires more than 14 days of work absence, or
    2. The employee agrees to a deduction of accrued sick leave if any shall be available.
    3. Compensation through routine payroll procedures shall be completed only so long as the involved worker has a remaining balance of sick leave, vacation leave or other compensatory days to his/her credit.

VIII. Disability Suspension: Any employee having exhausted all sick leave, vacation leave or other compensatory time to which he/she is entitled, but remains unable to provide the necessary medical releases to return to normal work duties, may be placed on "disability suspension" by the Director of Police.

IX. Authority granted the Director of Police through this policy shall revert to the Mayor in the absence of the Director of Police in those cases involving him.

X. Unfounded or improper use of sick leave or worker's compensation benefits or violation of this policy shall be grounds for termination.

XI. Within this policy the terms licensed dentist may be substituted when applicable.

XII. Continuous provisions provided by Illinois revised statute: The Employer recognizes that officers covered by this Agreement have rights provided them under

provisions of Public Employees Disability Act and agree to continue to recognize those rights and benefits. Nothing in this article or Agreement is intended to diminish those rights.

XIII. When the words "licensed physician" are used in this Article, that shall include any health care provider appropriate to the particular circumstances addressed under this Article or its Sections of the contract.

XIV. Tier 1 employees are employees hired before June 16, 2015. Tier 2 employees are employees hired on or after June 16, 2015. Upon termination of employment for just cause, an officer or sergeant will not be paid any accumulated and unused sick leave. Upon voluntary separation or involuntary layoff from employment, an officer or sergeant will receive a percentage of accrued and unused sick leave pay, up to a maximum of seven hundred twenty (720) hours, based on the following scale:

	<b>Tier 1</b>	<b>Tier 2</b>
After 5 years of full-time continuous service	50%	0%
After 10 years of full-time continuous service	70%	50%
After 15 years of full-time continuous service	85%	70%
After 20 years of full-time continuous service	100%	85%
After 25 years of full-time continuous service		100%

The sick leave will be paid out at the employee's rate of pay at the time of separation.

XV. Leaves under the Family Medical Leave Act (FMLA) shall be in accordance with the provisions of Section 4.5, which is attached to and made part of this Agreement.

XVI. Death of an Employee Payout: Unless otherwise provided by separate writing, upon the death of an employee, the City will compensate the employee's estate for the following:

1. 100% of accrued, unused vacation leave;
2. 100% of accrued, unused compensatory time;
3. 100% of accrued, unused sick leave; and
4. 100% of accrued, unused personal leave.

Such payment to be made within ninety (90) days from the date of the employee's death, and shall be made in addition to any pension, insurance or workers' compensation benefits due.

XVII. The Chief or his designee has the discretion to authorize the use of a sick day for illness of a family member. Policy may be adopted for exercise of this authority as provided by this Agreement.

### **Section 16.5 - Light Duty Assignment**

Officers who are off work and unable to return to full-duty as the result of an injury or illness may be offered the opportunity to work in a light-duty capacity within the public safety operations (i.e. Police & Fire/EMT) upon the request of the officer. An officer may be granted a light-duty assignment outside of the Public Safety area with the mutual agreement of the officer and the Employer. Light-duty is intended to be a short-term, temporary assignment not to exceed 120-days. Officers shall be required to have a physician's statement documenting the officer's ability to engage in each light-duty assignment.

Light duty shall not be unreasonably denied when work is available. However, nothing in this section shall compel the Employer to create a light-duty assignment where none was previously available.

## **ARTICLE SEVENTEEN - PROBATIONARY PERIOD**

### **Section 17.1 - Probationary Period**

An officer's probationary employment status shall be for a period of eighteen (18) months. However, subject to certification by the State Training Board, subsequent to written request of the officer and upon written recommendation of the Director of Police to the City Administrator following deliberation, a probationary officer's pay may be elevated to that of a non-probationary patrol officer after not less than ten (10) weeks of employment. It is hereby agreed and understood that the employee is covered by the provisions of this collective bargaining agreement except that matters of discipline and discharge shall not be subject to grievance and arbitration procedures or any form of appeal to the Board of Fire and Police Commissioners.

### **Section 17.2 - Residency Requirement**

Any employee hired after March 6, 1998 must become a resident of Madison County, or become a resident of the State of Illinois residing within a twenty-five (25) mile radius of the Edwardsville Police Department, within eighteen (18) months of completion of the probationary period. An extension to the eighteen (18) months may be granted in cases of economic hardship. Requested extensions will be reviewed on a case-by-case basis by the Director of Police and the Human Resources Director. The employee may be required to provide proof of relocation progress upon request by the Director of Police or the Human Resources Director, their decision may be appealed to the City Administrator.

### **Section 17.3 - Increased Benefits for Lateral Hires**

If an employee is being hired as a Lateral Hire, the employee's starting wage will be that of a 13-18 month Probationary Officer (see Wage Appendix B). The employee will also start with 36 hours of vacation at the time of hire. This 36 hours of vacation is for their first 12 months of employment and not the calendar year. This will not affect the Lateral Officer's seniority in the department.

## **ARTICLE EIGHTEEN - SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions 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 those provisions rendered or declared unlawfully invalid or unenforceable.

## **ARTICLE NINETEEN - NON-DISCRIMINATION**

Whenever a specific gender is used in this Agreement, it shall be construed to represent persons of either sex.

## **ARTICLE TWENTY - NO STRIKE/LOCK-OUT COMMITMENT**

### **Section 20.1 - No-Strike Commitment**

Neither Union, its agents nor any officer covered by the Agreement, for any reason, will call, institute, aid, condone, authorize, engage in, sanction, encourage, induce, or ratify any slowdown, unauthorized absence, "work-to-rule" action, strike, job actions, work stoppage, withholding of services, picketing (except officers may be involved in informational pickets provided that said officers are not on duty) or other concerted refusal to perform duties by any officer or officer group, or the concerted intentional interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with Employer or any other intentional interference with the operations, statutory functions or obligations of Employer. Neither the Union nor any officer covered by this Agreement shall refuse to cross picket line, by whomever established.

### **Section 20.2 - Penalties**

Any officer engaging in activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to disciplinary action by the Employer, so long as allowed by law.

### **Section 20.3 - Union Responsibility**

The Union agrees to notify all officers and representatives of their responsibility for maintaining compliance with this Article, including their responsibility to remain at work during interruption which may be caused or initiated by others within the bargaining unit.

In the event of action prohibited by this Article, the Union shall immediately disavow such action and request the officers violating this Article to immediately return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. All officers who hold position of Union office, or other position of authority with the Union, occupy a position of special trust and responsibility to remain at work during any

interruption which may be initiated by other officers within the bargaining unit and to encourage the officer(s) violating this paragraph to return to work.

#### **Section 20.4 - No Lock-out**

No lock-out of officers shall be instituted by the Employer during the term of this Agreement.

### **ARTICLE TWENTY-ONE - MANAGEMENT RIGHTS**

#### **Section 21.1 - Management Rights**

The Lodge recognizes that any and all rights concerned with the management of the Edwardsville Police Department and the direction of the working force shall be vested exclusively with the City of Edwardsville. Such rights and responsibilities shall include but are not limited to, the right to:

- a. Determine the overall mission of the Edwardsville Police Department;
- b. Maintain and improve the efficiency and effectiveness of the Edwardsville Police Department;
- c. Determine the services to be rendered, the operations to be performed, the technology to be utilized or the matters to be budgeted, and the priorities of same;
- d. Determine the overall methods, processes, means, job classifications or personnel by which the Edwardsville Police Department is to be conducted;
- e. Direct, supervise and/or hire police officers, including the right to assign work, assign officers to schedules, and overtime;
- f. Promote, suspend, discipline, discharge, transfer, assign, schedule, retain and/or lay off police Officers;
- g. Take whatever other action may be necessary to carry out the wishes of the citizens of the City of Edwardsville;
- h. Take action to carry out the mission of the Edwardsville Police Department in situations of emergency;
- i. Adopt rules, regulations, educational programs, safety programs, and any other programs necessary to effectuate the efficient and effective operations of the Edwardsville Police Department.

#### **Section 21.2 - City Personnel Code**

The City of Edwardsville Personnel Code represents, in part, the policies, procedures, rules and regulations of the City of Edwardsville. Nothing in the Personnel Code negates the application of this Labor Agreement or the Rules and Regulations of

the Edwardsville Police Department and where a conflict exists between the Personnel Code and this Agreement, this Agreement shall prevail and control. Where a conflict exists between the Code and the Rules and Regulations of the Edwardsville Police Department, the Rules and Regulations shall prevail and control; so long as they do not conflict with this Labor Agreement.

When a subject matter is addressed in this Agreement, the contents of this Agreement shall be considered to prevail in any conflict with the provisions of the Personnel Code addressing said subject matter. Furthermore, the lack of specific language in this Agreement addressing said subject shall not subject an employee to stricter standards simply because the standard was not addressed in this Agreement.

Employees shall be subject to the provisions and benefits of the Personnel Code not covered under this Agreement as of the date of this Agreement. Disputes in the application of the code shall be subject to the provisions of the Illinois Public Labor Relations Act and the grievance procedure of this Agreement. The employer agrees to notify the Union of any proposed changes in its Code and shall bargain such proposed changes upon demand of the Union. No changes to the code shall be made until such bargaining is complete.

## **ARTICLE TWENTY-TWO - COMPREHENSIVE AGREEMENT**

This Agreement shall supersede all previous Agreements and understandings between the parties hereto and constitutes the entire contract between the City and the Illinois Fraternal Order of Police Labor Council. Changes in or amendments to the terms of this Agreement may be made at any time by mutual agreement of the City and the Illinois Fraternal Order of Police Labor Council. When amendments or revisions are so made, they shall be reduced to writing and executed in the same manner as this Agreement. However, the City shall be required to bargain collectively with regard to policy matters, not specifically waived or abridged by this Agreement, directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request of the Illinois Fraternal Order of Police Labor Council.

## **ARTICLE TWENTY-THREE - DRUGS AND ALCOHOL ABUSE**

### **Section 23.1 - General Policy**

The use of illegal drugs and the abuse of legal drugs and alcohol by the members of the Edwardsville Police Department presents unacceptable risks to the safety and well being of other employees and the public, invites accidents and injuries and reduces productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve to protect them obey the law and be fit and free from the adverse effects of drugs and alcohol abuse.

In the interest of having employees who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the City and the Union

agree to establish a program that will allow the City to take necessary steps, including drug and/or alcohol testing, to implement the general policy regarding drugs and alcohol.

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

### Section 23.2 - Definitions

1. DRUGS. The term "drug" shall mean any controlled substance listed in Illinois Compiled Statutes, in the Chapter known as the Controlled Substance Act, for which the person tested does not submit a valid, pre-dated prescription. The term "drug" includes abused prescription and over-the-counter medication, alcohol and illegal drugs of abuse. In addition, it includes "designer drugs" which may not be listed in the Controlled Substance Act, but which adversely affect perception, judgment, memory or coordination.

A listing of drugs covered by this policy includes, but is not limited to:

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

2. IMPAIRMENT. Impairment due to drugs shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exists (or is presumed) incapacity for duty shall be presumed.
3. POSITIVE TEST RESULTS. "Positive test results" shall mean a positive result on both a confirming test and an initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the confirmed specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentrations specified in the Substances Abuse and Mental Health Services Administration (SAMHSA) standards as referenced elsewhere in this Article.

4. DRUG ABUSE. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed or over-the-counter drug, or the abuse of alcohol, which results in impairment.
5. REASONABLE SUSPICION. The standard to determine when a drug or alcohol test may be ordered and the Employee may be required to report for testing.

### **Section 23.3 - Prohibitions**

Employees shall be prohibited from:

1. Consuming or possessing alcohol or illegal drugs at any time while on duty and/or while on any of the Employer's premises or job sites, including all the Employers buildings, properties, vehicles and the Employee's personal vehicle while engaged in the business of the Employer;
2. Using, selling, purchasing or delivering any illegal drug while on duty or when off duty;
3. Being impaired due to drugs while on duty;
4. Failing to report to their supervisor any known adverse side effects of any medication including over-the-counter medications or prescription drug(s) which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

### **Section 23.4 - Administration of Tests**

1. All current employees will be given a copy of the Drug and Alcohol Testing policy upon execution of this Agreement. All newly hired employees will be provided with a copy at the start of their employment.
2. Nothing in this Article shall limit or prohibit the City from requiring applicants for bargaining unit positions to submit blood and/or urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

### **Section 23.5 - When a Test may be Compelled**

1. Random Testing: Employees covered by this Agreement shall be subject to random drug testing. Random testing will be conducted in a non-discriminatory fashion, using a method by which all police department members have a statistically equal chance of being selected for testing at a given

time. Any such random testing of employees shall be conducted and administered by an outside certified medical facility under contract with the City of Edwardsville, including the selection of the employees to be tested.

All random testing will occur during the employee's working hours. Employees will not be called in for purposes of random testing. Employees not working at the time of their selection shall be tested on their next scheduled work-day. Random testing shall only occur when an officer has been originally scheduled to work during their normal working scheduled hours and a facility is open and available.

Testing will be done on a quarterly basis. Annually, fifty (50%) percent of employees will be tested for controlled substances and ten (10%) will be tested for alcohol.

2. Reasonable Suspicion: Where there is reasonable suspicion to believe that an employee is impaired due to be under the influence of drug or alcohol while on duty, that employee may be required to report for drug/alcohol testing by the City Administrator, the Police Chief or the Major or other non-bargaining unit administrative personnel. At the time the employee is ordered to submit to testing the City shall contact a Union Representative so that he/she may be present. If the designated Union representative is unable to be reached for one hour after reasonable attempts to contact the representative have been made, then the appropriate non-bargaining unit member may order the Employee to be tested without Union representation. In the event a bargaining unit member is the individual ordering the test, a Union Representative must be present.
3. Officer- Involved Shooting: Employees involved in an "officer-involved shooting" must submit to drug and alcohol testing according to Illinois law. The term "officer-involved shooting" means any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty. The drug and alcohol testing must be completed as soon as practicable after the officer-involved shooting but no later than the end of the involved officer's shift or tour of duty. The testing will be governed by the protocols outlined in Section 23.8 – Conduct of Tests, below.
4. Refusal of an Employee to comply with the order for a drug/alcohol screening will be considered a refusal of a direct order and will be cause for disciplinary action up to and including discharge.
5. It is understood that drug and alcohol test may be required under the following condition:

- a. When an Employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty;
- b. When an Employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
- c. When an Employee is involved in an on-the-job accident where there is reasonable suspicion of illegal drug use or alcohol abuse; or
- d. Where an Employee has experienced excessive absenteeism or tardiness under circumstances giving rise to reasonable suspicion of off-duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

#### **Section 23.6 - Reasonable Suspicion**

Reasonable suspicion exists if the facts and circumstances warrant rational inference(s) that a person is using and/or is physically or mentally impaired due to being under the Influence of drugs or alcohol. Reasonable suspicion will be based upon the following:

- a. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances; or
- b. Information provided by an identifiable third party(s) who is independently corroborated by an investigation by the Chief or his designee to determine the reliability or validity of the allegation.

#### **Section 23.7 - Order to Submit to Testing**

At the time an Employee is ordered to submit to testing authorized by the agreement, the City shall provide the Employee with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The Employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available. No questioning of the Employee shall be conducted that is not consistent with the "Peace Officer's Disciplinary Act". A refusal to submit to such a 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 he/she may have. When testing is ordered, the Employee will be removed from duty and placed on leave with pay pending the receipt of the results.

The City shall pay 100% of the EAP, but if further treatment is necessary, coverage or lack of coverage will be determined by the employee's individual health plan. If it

becomes necessary for the City to eliminate the EAP, the drug testing policy of this contract is terminated.

### **Section 23.8 - Conduct of Tests**

The City may use breathalyzer tests for alcohol testing. In conducting the testing authorized by this Agreement (other than by use of a breathalyzer) the City shall:

1. Use only a clinical laboratory or hospital facility that is appropriately licensed and that has been or is capable of being accredited by the Substances Abuse and Mental Health Services Administration (SAMHSA).
2. Ensure that the laboratory selected conforms to all SAMHSA standards, including blind testing.
3. Use tamper proof containers, have a chain of custody procedure, maintain confidentiality and preserve specimens for a minimum of twelve (12) months.
4. Collect a sufficient sample of the same bodily fluids or materials from an employee to allow for an initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.
5. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
6. Confirm any sample that tests positive in the initial screening of drugs by testing the second portion of the 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 or drug metabolites.
7. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.
8. Ensure that no employee is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during the pending of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.
9. Require that the laboratory report to the City that a blood or urine sample is positive only if both the initial and the confirmatory test are positive for a particular drug. In the event the City obtains information concerning testing or results thereof inconsistently with the provisions of this article, then such information shall be removed from the employee personnel and may not be used by the City for any reason which could adversely affect an employee's condition of employment.

### **Section 23.9 - Prohibited Levels**

1. Controlled Substances. A positive test result of any detectable amount of a controlled substance, other than as provided herein, is a prohibited level. A positive test result means a finding of the presence of drugs or their metabolite in the sample tested at or above those levels established by the Substances Abuse and Mental Health Services Administration at the time the test is made. Positive cut-off levels used for drug screen testing will be in compliance with SAMHSA guidelines.

The foregoing standards for prohibited levels shall not preclude the Employer from attempting to show that test results below said levels demonstrate that the Employee was impaired, but the employer shall bear the burden of proof in such cases.

2. Alcohol. For the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of 0.04 or more based upon the grams of alcohol per 100 milliliters of blood should be considered positive. The foregoing standard shall not preclude the Employer from attempting to show that test results below said level demonstrate that the Employee was impaired, but the Employer shall bear the burden of proof in such cases.

Any employee whose alcohol screen test results are between 0.03 to 0.039 percent blood alcohol shall be immediately released from duty and sent home. The employee shall be allowed the use of accrued time to cover his/her absence for that workday. Said test results on the employee's first offense shall subject the employee to discipline not to exceed a one-day suspension without pay. If the employee would have such test results on a subsequent occasion, that employee would be subject to discipline, as provided under Section 23.12 below, as if the employee had tested positive to being under the influence of alcohol.

### **Section 23.10 - Right to contest**

The union and/or Employee, with or without the union, shall have the right to file a grievance concerning any drug or alcohol testing authorized by this Agreement, except as otherwise provided in this Article.

### **Section 23.11 - Voluntary Requests for Assistance**

The City shall take no adverse employment action against any employee because he/she voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the request follows the order to submit to testing or unless the employee is found to be using illegal drugs or under the influence of drugs or alcohol. If the employee is then unfit for duty in his current assignment, the city may authorize sick leave or another assignment if it is available in which the employee is qualified and/or is able to perform. The City shall make available through its Employees Assistance Program (EAP) a means by which the Employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, Employees shall be allowed to use accumulated sick leave, vacation time, holidays earned, and/or compensable time accumulated, and/or be placed on unpaid leave pending completion

of treatment. For the purpose of this Article, the use of accumulated sick leave shall only be afforded to an Employee once during his tenure.

### **Section 23.12 - Disciplinary Action for Confirmed Positive Test Results**

1. First Positive. The first confirmed positive test result will be cause for disciplinary action up to and including a five calendar day disciplinary suspension. The employee must agree to the following conditions.

a. The Employee will be mandatory referred to the Employee Assistance Program for evaluation, diagnosis and development of a rehabilitation treatment plan consistent with generally accepted standards.

b. The Employee will be required to cooperate in the rehabilitation plan, undergo unannounced periodic drug and alcohol screening for a period of up to twelve (12) months, successfully complete the prescribed rehabilitation, remain free of drug and alcohol use, and sign an agreement consenting to said conditions.

Failure to comply with these conditions on continued employment shall be cause for discharge. Any Employee who does not test positive after the first instance for a period of five (5) years or more shall be considered at the first positive level for any subsequent positive test.

2. Second Positive - During 1 Rehabilitative Treatment; If an Employee has a first confirmed positive test and enters a rehabilitation program, and thereafter while that employee is in rehabilitation that employee has a subsequent confirmed positive test as a result of an unannounced periodic drug and/or alcohol screening. The employee shall receive a 30 calendar day disciplinary suspension and shall be required to continue in rehabilitation and comply with the other conditions of rehabilitation set forth in the preceding paragraph. This 30 calendar day disciplinary suspension shall be final and binding on the union and the employee and shall not be subject to the grievance procedure. Any confirmed positive test thereafter, either periodic unannounced or reasonable suspicion, shall result in the Employee's discharge which shall be final and binding on the Union and the Employee and the penalty shall not be subject to the grievance procedure.

3. Second Positive - Reasonable Suspicion. An Employee who has a first confirmed positive test under Section 23.12 above and who subsequently has a confirmed positive test under the reasonable suspicion standard shall be discharged which discharge shall be final and binding on the Union and the Employee and the penalty shall not be subject to the grievance procedure.

4. Employment Status. There may be no requirement on the part of the Employer to keep an employee on active employment status who is receiving rehabilitative treatment under this Section if it is appropriately determined (i.e. determination by an independent physical and/or psychological professional) that the employee's

current use of alcohol or drugs prevents such individual from performing his/her duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment. The Employer shall be reasonable in its application of this provision and this application shall be consistent with the recommendations of the appropriate above noted medical professional.

5. Discipline. This Section shall in no way limit discipline for other offenses arising out of, related to or aggravated by drug use or abuse, including but not limited to discipline or discharge because the Employee's condition is such that he/she is unable to properly perform his/her duties due to the effects of drugs, or because the employee posed or caused any threat to the health and safety of him/herself or others, or because the Employee caused damage to property; nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during working hours or while off duty or for using any illegal drug while on duty. In cases of misconduct arising out of, discipline imposed shall be based on the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to life, limb or property).

#### **Section 23.13 - Confidentiality of Test Results**

The results of drug and alcohol tests will be disclosed to the person tested, the Chief of Police, the Director of Human Resources, the President of the Union (only in the case of a positive test) and such other officials as may be mutually agreed to by the individual Employee, and the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any Employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

### **ARTICLE TWENTY- FOUR - DUES DEDUCTION**

#### **Section 24.1 - Fraternal Lodge Dues Deduction**

Upon receipt of a written and signed authorization form from an employee, until revoked in writing by the employee, the Employer shall deduct monthly the amount of dues set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council. The Labor Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

#### **Section 24.2 - Labor Council Dues Deduction**

With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Labor Council 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 monthly to the address designated

by the Labor Council. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Labor Council.

### **Section 24.3 - Indemnification**

The Labor Council shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

A copy of the dues authorization payroll deduction form is attached as Appendix A and will be provided to all new applicants at orientation. The Employer will notify the Labor Council whenever there is a new hire or when an officer is terminated or leaves employment for any reason.

### **Section 24.4 - Membership Lists**

The City agrees to furnish to the Labor Council a list of bargaining unit members, along with the above dues. The list shall contain the members name and address, and the amount of withholding (dues or fair share).

## **ARTICLE TWENTY-FIVE - RESOLUTION OF IMPASSE**

If in any case of a dispute between the Employer and the Lodge, the collective bargaining process reaches an impasse with the result that said Employer and the Lodge are unable to effect a settlement, then the dispute or impasse shall be resolved according to the provisions of Section 14 of the Illinois Public Labor Relations Act of 1986 or as may be revised from time to time.

## **ARTICLE TWENTY-SIX - DURATION**

### **Section 26.1 - Term of Agreement**

All of the terms and provisions hereof shall be considered effective as of May 1, 2024, and, shall remain in full force and effect until midnight of the 30th day of April 2027. Negotiations relative to the extension, renewal, modification and amendment of this Agreement shall be commenced by the parties not more than one hundred twenty (120) days and no less than ninety (90) days prior to the expiration of the above term. The date of postmark or electronic mail shall be considered the date of delivery of any such notice.

### **Section 26.2 - Continuing Effect**

Notwithstanding any provision of this Agreement, this Agreement shall remain in full force and effort after any expiration date while negotiations or resolution of impasse proceedings for a new or amended agreement, or any part thereof, are under way between the parties.

## ARTICLE TWENTY-SEVEN - INDEMNIFICATION

The City acknowledges its duty under 65 ILCS 5/1-4-6 of the Illinois Municipal Code to indemnify members of the bargaining unit from liability for damages to the person or property of third parties when such damages are caused while the member is engaged in the performance of his or her duties as a police officer.

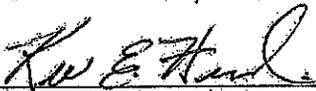
In order to enable the City to fulfill the City's duties under that statute, and in the exercise of the City's power to indemnify its employees from all claims for damages based on injuries that arise from acts or omissions occurring within the scope of such employee's employment pursuant to 745 ILCS 10/2-302 of the Local Government and comprehensive general liability and officer's and employee's liability sufficient to satisfy its indemnification obligations to bargaining unit employees as provided by law. The City shall provide the Union with certificates of insurance or the equivalent coverage documents from a self-insurance pool evidencing the coverage's specified above on request.

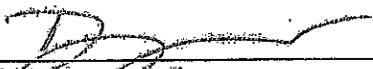
Members of the bargaining unit shall cooperate with the City and its insurers during the course of investigation, administration, or litigation of any claim arising under this Article.

**SIGNATURES**

This Agreement is executed by the Mayor of the City of Edwardsville and attested by its City Clerk all pursuant to authority granted by the City Council of the City of Edwardsville on the 18 day of February, 2025.

  
\_\_\_\_\_  
Mayor Art Risavy Date  
City of Edwardsville, Illinois

  
\_\_\_\_\_  
Kevin Head, City Administrator Date  
02/21/2025

  
\_\_\_\_\_  
Field Representative Date  
Illinois FOP Labor Council 3-11-25

  
\_\_\_\_\_  
President Date  
Edwardsville FOP Lodge # 244 2-28-25

\_\_\_\_\_  
IFOPLC Committee Member Date

**APPENDIX A - DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCK TOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, \_\_\_\_\_ (insert your name), hereby authorize my Employer, the City of Edwardsville, Illinois, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Personal E-mail: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

---

**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704

(217) 698-9433

*Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.*

## APPENDIX B - BASE WAGES

<b>May 1, 2024 - April 30, 2025 4.0%</b>		<b>Hourly</b>
Probationary Officer	0-12 mos.	\$36.38
Probationary Officer/Lateral Hire	13-18 mos.	\$40.42
Patrol Officer		\$40.42
Senior Patrol Officer - Unadjusted Base		\$42.04
Sergeant		\$44.46
Senior Sergeant		\$46.25

<b>May 1, 2025 - April 30, 2026 3.0%</b>		<b>Hourly</b>
Probationary Officer	0-12 mos.	\$37.47
Probationary Officer	13-18 mos.	\$41.64
Patrol Officer		\$41.64
Senior Patrol Officer - Unadjusted Base		\$43.30
Sergeant		\$45.79
Senior Sergeant		\$47.64

<b>May 1, 2026 - April 30, 2027 3.0%</b>		<b>Hourly</b>
Probationary Officer	0-12 mos.	\$38.59
Probationary Officer	13-18 mos.	\$42.89
Patrol Officer		\$42.89
Senior Patrol Officer - Unadjusted Base		\$44.60
Sergeant		\$47.17
Senior Sergeant		\$49.07

Hourly rate has been determined historically on a basis of 2080 hours worked annually.

A Probationary Officer's Base hourly pay shall be at the rate of 90% of the Patrol Officer Base hourly rate of pay for the first twelve months of probation, after which, the probationary officer shall be paid at the Patrol Officer Base hourly rate. Upon completion of nine years of service, an officer shall move from Patrol Officer Base pay to the Senior Patrol Officer Base pay and be paid at that rate of pay.

A Sergeant's hourly Base pay shall be ten percent (10%) greater than the appropriate Patrol Officer/Senior Patrol Officer Base hourly step.

All wage increases are fully retroactive for all hours worked or paid as worked, for each member employed at the time of the ratification of this Agreement.

**APPENDIX C - GRIEVANCE FORM**

(use additional sheets where necessary)

Lodge/Unit No.: \_\_\_\_\_ Year: \_\_\_\_\_ Grievance No.: \_\_\_\_\_



Date Filed: \_\_\_\_\_

Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_

Last

First

M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s)/Sections(s) violated: \_\_\_\_\_, and all applicable Articles

Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Sought: \_\_\_\_\_, in part and in whole, make grievant(s) whole.

\_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_

Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_

Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.:	Year:	Grievance No.:
-----------------	-------	----------------

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature Position

\_\_\_\_\_  
Person to Whom Response Given Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature Position

\_\_\_\_\_  
Person to Whom Response Given Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given Date

\_\_\_\_\_  
FOP Labor Council Representative

