

ILLINOIS FOP LABOR COUNCIL

and

CITY OF EDWARDSVILLE

**Telecommunicators and Telecommunication
Supervisor**

May 1, 2021 – April 30, 2024

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Agreement
Between
City of Edwardsville, Illinois
And
Illinois Fraternal Order of Police Labor Council
Representing
Telecommunicators of the Edwardsville Police Department

May 1, 2021 through April 30, 2024

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AGREEMENT

This Agreement entered into by and between the City of Edwardsville, Illinois (hereinafter referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council, (hereinafter referred to as the "Union"). It is the intent and purpose of the parties to this Agreement to set forth herein, rates of pay, wages, hours of employment and other conditions of employment; to achieve and maintain harmonious relations between the parties and the Union; and to provide for the prompt and fair settlement of grievances without any interruption of, or other interference with, the operation of the Police Department.

ARTICLE 1 - RECOGNITION

Section 1.1 Recognition

The City of Edwardsville recognizes the Union as the sole and exclusive collective bargaining agency in respect to wages, hours, and other working conditions, for all Telecommunicators and Telecommunication Supervisor employed in the City of Edwardsville, Illinois excluding elected officers, Chief of Police, part-time employees, confidential employees, clerical employees, and all other employees.

The term "employee" as used in this Agreement shall be defined as a telecommunicator covered by this Agreement, unless provided otherwise. The term "regular" as used to describe the term "employee" shall mean a non-temporary, full-time employee.

ARTICLE 2 - UNION MEMBERSHIP

Section 2.1 Union Membership

All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether or not the employee is a member of the Union. The Union further agrees that it shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic monthly dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.

Section 2.2 Local Union Representatives

The Union will notify the Employer of the names of the local representatives. These local representatives shall be afforded such rights as may be provided for by this Agreement and applicable law.

ARTICLE 3 - DUES DEDUCTION

Section 3.1 Dues Deduction

Upon receipt of a written and signed authorization form from an employee (attached as Appendix B), the Employer shall deduct the amount of the Union dues and the initiation fee, if any, set forth in such form and any authorized increase therein, from the wages of the employee and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois, within thirty (30) days after the deductions have been made. The Union shall advise the Employer of any increase in dues, in writing, at least fifteen (15) days prior to its effective date.

Section 3.2 Membership List

The Employer shall forward to the Illinois Fraternal Order of Police Labor Council a monthly list to accompany the dues as provided for in Section 3.1 of this Article. This list shall include the name and address of each employee that has paid the monthly dues.

Section 3.3 Indemnification

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

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1 Management Rights

The Union recognizes that the management of the City of Edwardsville and the direction of the employees is vested exclusively with the City, including, but not limited to, all rights and authority granted by law. Such rights will not be exercised inconsistently with other terms of this Agreement. Except as otherwise expressly stated herein, the City of Edwardsville's policies are not to be considered a part of this Agreement.

These rights include, but are not limited to:

- a. The right to determine its mission, policies and to set all standards of service offered to the public;
- b. To plan, direct, control and determine the operations or services to be conducted by employees of the City of Edwardsville;
- c. To determine the methods, means and number of employees needed to carry out the mission of the City of Edwardsville;
- d. To direct the entire working force of the City, including the establishment of reasonable work standards;

- e. To select, hire, schedule, assign and evaluate work of bargaining-unit employees;
- f. To promote, demote, suspend, discipline or discharge employees for proper cause;
- g. To lay off or relieve employees due to lack of work or a bona fide lack of funds;
- h. To make, publish and enforce reasonable general orders;
- i. To introduce new or improved methods, equipment or facilities.

Section 4.2 Limitations

Nothing in the Agreement shall be deemed to limit or restrict the City in any way in the exercising of the customary functions of management except that these management rights shall not be used for the purpose of discrimination or discipline against any employee because of Union activities, nor shall they be exercised in violation of any specific provision of this Agreement. If used to discriminate, or discipline, in violation of this Agreement, such rights will be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

Section 4.3 Civil-Emergency Conditions

In the event an extreme civil-emergency condition exists, including but not limited to civil disorders and natural disasters, the provisions of this Agreement may be suspended, except for rates of pay, by the Employer during the time of the declared emergency. The Employer shall make every reasonable effort to re-establish normal operations as soon as possible. Notwithstanding the provisions herein, any disciplinary actions taken during the time of emergency will be subject to the grievance procedure of this Agreement. However, with respect to the processing of such grievances, all time limits for filing, appealing or responding to grievances will be extended for the duration of the suspension of normal operations. The Employer and the Union shall agree in writing on the termination of said extension(s) of time.

Section 4.4 City Personnel Code

The City of Edwardsville Personnel Code represents, in part, the policies, procedures, rules and regulation of the City of Edwardsville. Nothing in the personnel code negates the application of this Agreement or the Rules and Regulations of the Police Department and where a conflict exists between the code and this Agreement, this Agreement shall prevail and control. Where a conflict exists between the code and the Department rules and regulations, 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 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 5 - NO STRIKE - NO LOCKOUT

Section 5.1 No Strike

The Union agrees that neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, or stay-in; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithfully and proper performance of their duties, including a labor dispute between the Employer and any other Labor Organization, other than as provided for in the Illinois State Labor Relations Act. The Union shall not cause, authorize, sanction, or condone, nor shall any employee covered by this Agreement take part in any picketing of an elected or appointed City official's or representatives' residence, place of employment or personal business.

Section 5.2 Discipline

Any employee who violates the provisions of Section 5.1 shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the Grievance and Arbitration Procedure regarding discipline imposed for a violation of Section 5.1 shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited in Section 5.1.

Section 5.3 No Lockout

During the life of this Agreement, the Employer, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 5.1, agrees to not lockout any employees covered by this Agreement.

ARTICLE 6 - SENIORITY

Section 6.1 Seniority Definition

Seniority shall be defined as the length of the employee's continuous service with the City of Edwardsville, Illinois, since his/her last date of hire within the Department. An employee's "last date of hire" shall be the most recent date upon which he first commenced work. Employees who are hired on the same date shall be placed on the seniority list in accordance with evaluations made by Chief of Police at the time of hire.

The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 6.2 Probationary Period

All new full-time employees shall be considered probationary employees during the first eighteen (18) months of hire, after which time their seniority shall relate back to their last date of hire within the Department. Until an employee has completed the probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without recourse to the Grievance and Arbitration Procedure. There shall be no seniority among probationary employees.

Section 6.3 Loss of Seniority

Any of the following shall be grounds for termination of an employee's seniority:

- a. If he or she resigns, quits, or retires;
- b. If he or she is discharged or terminated, and the termination or discharge is not reversed through the procedures set forth in this Agreement;
- c. If he or she has been on layoff status for a period of one (1) year;
- d. If he or she is absent from work for two (2) consecutive working days without valid excuse;
- e. If he or she fails to return on the required date from a leave of absence or disciplinary suspension;
- f. If he or she is convicted of a felony, or a misdemeanor involving moral turpitude;
- g. If he or she makes a willfully false statement on his/her employment application, on an application for leave of absence, any police report or other City report;
- h. If he or she fails to report for work within the one (1) week following notification of recall from layoff sent by Certified Mail, Return Receipt Requested, to his/her last known address;
- i. If he or she has been on sick leave for a period of eighteen (18) months;
- j. If the employee displays general misconduct, including but not limited to insubordination, dishonesty, theft, negligence, sabotage, criminal or morally reprehensible acts, disclosure of job-related information, vandalism or willful damage to or destruction of Employer property, disregard for safety of self or others, failure to properly carry out the duties and responsibilities of the job, or violation of work rules.

Section 6.4 Gender Disclaimer

The use of masculine or feminine gender or titles in this Agreement shall be construed to include both genders and not as a sex limitation.

ARTICLE 7 - LAYOFF AND RECALL

Section 7.1 Layoffs

In the event the work force is reduced, the first employees to be laid off shall be probationary employees. Thereafter, further reductions in the work force shall be on the basis of inverse seniority, provided, however, that those senior employees retained have the necessary present training, ability and experience to perform the remaining required work.

Section 7.2 Recall

In the event the work force is increased following a reduction, recall to work shall be in the inverse order of layoff, provided the employee recalled is able to perform the required work. To be eligible for recall, an employee shall promptly notify the Employer of any and all changes in his/her address. Other provisions related to recall can be found in Section 6.3, Loss of Seniority, of this Agreement.

ARTICLE 8 - HOURS OF WORK, WORK WEEK AND OVERTIME

Section 8.1 Normal Work Period/Workday

An employee's normal two-week work period shall consist of eighty-four (84) hours of work performed in a period of fourteen (14) consecutive calendar days. The normal workday shall consist of twelve (12) hour shifts of work performed within a period of twenty-four (24) consecutive hours commencing from the start of an employee's regularly scheduled shift. Eighty (80) hours will be paid at straight time, and four (4) hours will be paid at one and one-half (1 ½) times the employee's regular rate of pay. Any hours worked in excess of twelve (12) hours per day will be paid at one and one-half (1 ½) times the employee's regular rate of pay.

These definitions shall not constitute a guarantee by the Employer of any number of hours per workday or per tour of duty, or as limitation on the Employer's right to schedule and require work in excess of the normal workday or normal work period.

The twelve (12) hour shift shall consist of two basic shifts (Day Shift and Evening Shift). 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;
(The cycle repeats itself)

Section 8.2 Scheduling

The Employer shall have the right to freely determine, establish, and modify scheduling and manpower requirements, including, but not limited to, the number of shifts, the starting and quitting times for all shifts and the manpower requirements for each shift on a weekly rotating basis provided, however, for an employee that works an eight (8) hour shift at least sixteen (16) hours of off-duty time is regularly scheduled between the end of one shift and the start of another and for an employee that works a twelve (12) hour shift at least twelve (12) hours of off-duty time is regularly scheduled between the end of one shift and the start of another. However, the Employer reserves the right to establish fixed shifts outside of rotating shifts and shall have the right to freely determine, establish and modify scheduling and manpower requirements, including but not limited to the number of shifts, starting and quitting times for all shifts and the manpower requirements for each shift.

In the event a fixed shift is established by the Employer, telecommunicators will be offered assignment to said shift in order of their seniority, beginning with the most senior telecommunicator, until the assignment is accepted. If no telecommunicator accepts the assignment, the Employer will assign a telecommunicator to the shift.

The employer may utilize a "Floater Shift". The twelve (12) hour work days and off days for the float shift are naturally moving in order to fill manpower shortages; however there shall be reasonable attempts when scheduling to maintain similar work cycles as the day and evening shift. Reasonable attempts to notify the employee in the floater position of a schedule change in advance should be made. The floater position will normally be placed on a day schedule to flex on either platoon, unless needed to cover a vacancy on night shift.

It is understood that a telecommunicator will be assigned on all shifts and has first right to all work; assignment of the telecommunicator's job. It is further understood, however, that in the event a telecommunicator is unavailable for the assignment, the Employer retains the right to man the job of telecommunicator with either a police officer or other personnel. It is understood that the Employer may use part-time employee(s), police officers or other personnel to fill vacancies rather than revert to overtime scheduling. It is hereby understood that the Employer will not change a posted work schedule for the sole purpose of reducing an employee's hours to avoid the payment of overtime.

Telecommunicators can bid their shifts annually, by and according to their seniority at the beginning of the calendar year. When a shift vacancy occurs, due to the separation of employment by a telecommunicator or the creation of a new shift, any of the current remaining telecommunicators may request assignment to that shift, using their seniority. The residual shift vacancy or vacancies, left as the result of movement, may also be filled as above by other employees using their seniority.

It is understood this process will be accepted for the shift only and day off rotations within that shift are not subject to selection.

There is no "bumping" of an employee from their previously selected shift; however shift trades may occur, but only with the approval of the Chief of Police or his designee.

Section 8.3 Temporary Job Assignment

When an employee is assigned the responsibility for a higher paying position for a temporary period of time of four (4) hours or more, they shall be paid the rate of pay for the higher paying position.

Section 8.4 Trading Shifts

Employees may trade shifts only with the approval of the Chief of Police or his designated representative.

Section 8.5 Overtime

The Employer has the exclusive right to determine when and if overtime is needed and the number of employees needed to complete the job. All employees shall be required to work reasonable amounts of overtime upon request. Overtime, other than that of an emergency nature, must have the prior approval of the Chief of Police or his designated representative. Insofar as possible scheduled overtime, other than that of an emergency or extension of shift, shall be distributed among employees covered by this Agreement in an equitable manner. It is understood that the City may utilize a part-time employee to fill in for vacancies rather than to revert to overtime scheduling. If a part-time employee is not available, the following will be utilized:

- a. If the overtime is for a full shift, the employee(s) on the shift preceding the overtime shall be contacted and offered the overtime by seniority.
- b. If no employee(s) from the preceding shifts agrees to work the overtime, the employee(s) from the succeeding shift will be offered the overtime by seniority. Employees from the preceding and succeeding shifts will be allowed to split the overtime.
- c. If no employee(s) from the preceding or succeeding shifts agree to work such overtime, the employees on their "days off" will be contacted by seniority and offered the overtime opportunity.
- d. If no employee(s) on "days off" agree to work the overtime, then the junior employee(s) from the preceding shift will be required to work the overtime. However, the City will make reasonable efforts to offer that work to other qualified available personnel as long as the assignment would not adversely affect the Departmental operations.

However, no employees shall be required to work more than sixteen (16) consecutive hours as long as other employees are available. There shall be no pyramiding of overtime.

An employee working eight (8) hour shifts shall not be permitted to work more than three (3) double shifts in succession, except in cases of emergency. An employee working twelve (12) hour shifts shall not be permitted to work double shifts, except in cases of an emergency.

Section 8.6 Amending Schedules/Voluntary and Emergency Overtime

- a. With the advance notice of seven (7) days, the Employer may change the schedule of an employee, without the payment of overtime, to fill vacancies created by the use of vacation time, training, or extended illness.
- b. The assignment of overtime hours shall be in accordance with the following:
 1. Overtime shall be declared as "voluntary" or "emergency". "Voluntary overtime" is further defined as a vacancy known to the Employer where there is enough advance notice of the vacancy and the length of time between the notice and the time of the vacancy does not create a situation where the Employer must take immediate action to fill the vacancy or the shift would be without telecommunication personnel. It is understood that as soon as the Employer knows of a vacancy, diligent action will be taken by the Employer in an attempt to fill the shift through the voluntary overtime provisions.

"Emergency overtime" shall be defined as a vacancy which requires filling, and insufficient time exists to fill the vacancy through the voluntary overtime process.
 2. "Voluntary overtime" shall first be offered to telecommunicators. Overtime opportunity shall be distributed on an equitable basis among the telecommunicators. If no volunteers can be found from the telecommunicators, then the Employer may fill the vacancy with (1) qualified non-telecommunicator personnel, or (2) ordering a telecommunicator to fill the vacancy. Such call-backs shall be made on a rotating basis. Nothing shall prohibit the Employer from splitting the available overtime shifts.
 3. "Emergency overtime" vacancies may be filled by the Employer taking whatever reasonable steps are necessary (i.e. holding employees over their shift, calling employees in early to work, ordering employees into work, splitting the overtime between employees, and using qualified non-telecommunicator personnel).

Two (2) employees will be allowed time off at one time, provided that preapproved vacation or compensatory time is used; in the event of the request, or a request is made with less than twenty-four (24) hours notice and no volunteers can be found to fill the vacancy, no employee will be ordered to work to allow for the use of such vacation or compensatory time.

Section 8.7 Call-Out Pay

All call-outs, except for voluntary training and schooling during off-duty hours, shall be paid at the rate of time and one-half (1 1/2) with a guaranteed minimum of two (2) hours' pay.

Notwithstanding provisions of this Article to the contrary, employees who are called into work early, up to two hours prior to the start of his/her regular scheduled shift, due to a personnel shortage, shall be paid at the call-out rate for the time worked prior to the start of the shift. The employee shall then receive his/her normal rate of pay for the regular hours of that scheduled shift.

Section 8.8 Premium Pay

- a. **Overtime Pay:** Time and one-half (1 1/2) of an employee's straight-time regular rate of pay shall be paid for all hours actually worked in excess of scheduled workday or eighty (80) hours in a two week pay period. For all hours worked in excess of twelve (12) hours on a shift as may be required by the Employer when a shift is being worked as an overtime shift shall be compensated at the rate of two (2) times the normal rate of pay.

Employees whose regular scheduled shift is eight (8) hours and who are required to work a twelve hour shift shall earn time and one-half (1 1/2) for any non-scheduled twelve (12) hour shift, only for those hours worked in excess of the normal eight (8) hour shift; and any time worked after the twelve (12) hours shall be paid at two-times the regular hourly rate for that employee.

- b. **Straight-Time Regular Rate of Pay:** An employee's straight-time regular rate of pay shall be determined by dividing his/her annual salary and longevity, by 2,080 hours.
- c. **Hours Actually Worked:** Vacation, Sick Leave, Holidays, and other paid leaves shall count as "hours actually worked" for purposes of determining an employee's eligibility for overtime pay. However, sick leave hours used during the week scheduled as a regular 48-hour work week shall not count towards the payment of the four hours of the schedule at the overtime rate of pay. This will result in eighty-four (84) hours of straight time in the pay period.

Section 8.9 Compensatory Time

In lieu of overtime pay, the City will grant compensatory time off on an hour for an hour-and-one-half basis subject to the request of the employee. Records of compensatory time shall be maintained by the Department.

Compensatory time may be accrued up to one hundred twenty (120) hours during the year. The employer shall buy an employee's accrued compensatory time off bank down to eighty-four (84) hours annually, in the last month of the fiscal year.

Section 8.10 Training and Schooling

Lost time due to mandatory training or schooling shall be calculated at the employee's straight-time rate of pay and counted as hours actually worked for purposes of computing overtime pay, plus usual and customary travel time to and from the facility where the training and schooling is to take place. Reimbursement for actual expenses incurred by the employee for such training or schooling shall be in accordance with the Rules and Regulations adopted by the City Council concerning such matters. The Employer shall determine in its sole discretion the number and selection of employees, if any, assigned for training or schooling, as well as the nature of such training or schooling. If transportation is not made available, the Employer will provide reimbursement for mileage to and from training at the rate per mile based on one round trip as provided in the City Personnel Code. The selection of a private vehicle used by employees shall be left to the employees who will be traveling. Should employees choose not to share in one ride, employees driving may divide the amount of reimbursement for one round trip.

Section 8.11 Telecommunicator Supervisor Assignment

- a. Telecommunicator Supervisor shall be assigned to a work schedule that consists of work weeks of five workdays, usually Monday through Friday, totaling forty-two (42) hours. The Monday through Thursday workdays shall consist of eight and one-half (8.5) hours each, and the Friday workday being eight (8) hours. The work hours shall generally be between 6:00 a.m. and 6:00p.m. as determined by the Chief of Police. Eighty (80) hours will be paid at straight time, and four (4) hours will be paid at one and one-half (1 ½) times the employee's rate of pay. It is understood that the Telecommunicator Supervisor's shift may adjust to allow for the completion of his/her duties, additionally the schedule may be adjusted as outlined in Section 8.6 of this Agreement; or
- b. Notwithstanding Section "a" above, the Telecommunicator Supervisor may be assigned to work a twelve (12) hour shift schedule.
- c. The primary function/purpose of this position is to supervise the activities of police department telecommunicators; ensure all dispatchers obtain mandated training and maintain required certifications; provide quality assurance of services provided by telecommunications' staff; serve as the police department's LEADS Coordinator and 9-1-1 PSAP Manager; and, perform dispatching duties as needed.

- d. Telecommunicator Supervisor Selection Process. The selection of employees to the Telecommunicator Supervisor classification shall be by appointment by the Chief of Police, following an application and interview process. An employee selected as a Telecommunicator Supervisor will serve a one-year probationary period, during which the assigned employee may be removed from the position at the sole discretion of the Chief of Police. After successful completion of the probationary period, employees may then be removed from the position only for cause.

ARTICLE 9 - LEAVES

Section 9.1 Sick Leave

- a. **Eligibility:** When a non-occupational disability (i.e., accident or sickness not compensable under the Illinois Workers' Compensation Act) prevents an employee from performing the required duties, then each employee, beginning after one (1) year of continuous employment, shall be entitled to sick leave with pay at the rate of one hundred percent (100%) of his base pay in accordance with the following schedule to time limits:
- b. **Maximum:** The maximum amount of sick leave time allowed for non-occupational disability beginning on his/her anniversary date after one (1) year of continuous employment is one hundred twenty (120) hours. A new employee is allowed to use up to three (3) days sick leave during the first year of employment, provided the employee provides medical documentation upon return that the condition prevented the employee from performing his/her duties; any such time taken prior to the employee's first anniversary date will be deducted from the accrual level received after 12 months of continuous employment.
- c. **Accumulation:** Any unused hours so allowable during any year can be accumulated until an employee has accumulated a total of seven hundred and twenty (720) hours of sick leave. After reaching seven hundred and twenty (720) hours of accumulated sick leave, each employee will be allowed to bank an additional seven hundred and twenty (720) hours. The additional days will be used once an employee's primary sick leave bank has been exhausted.
- d. **Bonus Plan:** Effective December 1, 1983, all full-time employees who have accumulated the maximum of seven hundred twenty (720) hours sick leave prior to the beginning of the calendar year, will be eligible for the Sick Leave Bonus Plan, providing the employee has not taken more than two (2) days sick leave during the preceding twelve (12) months.

The bonus, for qualified employees, will be \$500.00. This bonus will be paid by December 15th of each year.

- e. **Minimum Increments:** Sick leave will be charged in increments of fifteen (15) minutes or greater.
- f. **Verification:** All employees on sick leave status shall remain at their place of residence on file with the Department unless hospitalized, are en-route to/or located at the office of a doctor or medical professional, away from home in order to purchase necessary items, if said action is consistent with the nature of the employees injury or illness, or authorized otherwise 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.). Unless approved otherwise by the Director of Police or his designee, a Supervisor of the employee on sick leave may visit the employee one time per day during what would have been the employee's scheduled working hours to determine if the employee is complying with the provisions of this Section.

Employees returning from injury or extended illness of three (3) working days or more shall be required to furnish the City a release from their physician prior to commencing work. The City reserves the right to require the employee at City expense, to be examined by the City's doctor prior to returning to work.

- g. **IMRF:** Employees who use all of their sick leave will have the right to revert to the Illinois Municipal Retirement Fund for compensation for hours missed.
- h. **Vacation:** Vacation benefits will continue to accrue during periods of temporary service-connected disability and/or sick leave.
- i. **Family:** Sick leave may be taken in increments of not longer than one (1) shift when an employee is required in the judgment of the Chief of Police to attend to a member of his/her immediate family who is a dependent of the employee unless mutually agreed to a longer duration.
- j. **Notification:** An employee absent because of illness must phone his/her Lieutenant or the Lieutenant's designee as soon as possible prior to his scheduled starting time but not less than one (1) hour notification.
- k. **Accrued Sick Leave:** 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 employee will not be paid any accumulated and unused sick leave. Upon voluntary separation or involuntary layoff from employment, an employee 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:

	Tier 1	Tier 2
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.

- I. **Physician's Certificate:** In cases where the Employer has reasonable suspicion of sick leave abuse, the Employer may request a physician's certificate for the particular absence, on a case-by-case basis.

Section 9.2 Personal Days

All regular, full-time employees that work eight (8) hour shifts will be entitled to sixteen (16) hours of personal leave per calendar year. Said personal leave will be taken in full-shift increments, upon prior notification to the Chief of Police, so long as such leave does not adversely affect the operations of the Department.

All regular, full-time employees that work four eight and one-half (8.5) hour shifts each week and one eight (8) hour shift each week will be entitled to seventeen (17) hours of personal leave per calendar year. The remaining provisions shall remain as current language.

All regular, full-time employees that work twelve (12) shifts will be entitled to twenty-four (24) hours of personal leave per calendar year. The remaining provisions shall remain as current language.

Upon hire, a new employee will receive a pro-rated amount of the annual sixteen (16) hours (for an eight (8) hour shift employee) or twenty-four (24) hours (for a twelve (12) hour shift employee) of personal leave with the number of hours received determined by the amount of time remaining in the year from the employee's date of hire to the end of the calendar year.

Section 9.3 Leave of Absence Without Pay

Unless otherwise expressly provided by separate writing, an employee may be granted a general leave of absence without pay, based on the following conditions:

- a. A Department Head may grant a leave not to exceed a period of five (5) days. Any request for leave of greater than five (5) days must be submitted to the City Administrator for approval.
- b. The City Administrator may grant a leave not to exceed a period of ninety (90) days. Any request for leave of greater than ninety (90) days must be submitted to the City Council for approval.

- c. All benefits will be suspended during leave. An employee may elect to preserve his or her placement in an insurance program, but will be required to pay his or her premiums in advance.
- d. Benefits will not accrue during leave.
- e. Leave will not be granted to allow an employee to take gainful employment, unless submitted to and approved by the City Council.
- f. If it is determined that false information was submitted in requesting leave, the employee will be immediately discharged from employment with the City.

Section 9.4 Military Leave

Military Leave shall be granted in accordance with applicable law.

Section 9.5 Allowance for Jury or Witness Service

An employee, who is called for jury service or subpoenaed as a witness for an incident that occurred while in the line of duty, shall be excused from work for the hours or days on which they are requested to appear. Service, as used herein, includes required reporting for jury or witness duty when summoned until excused for the day. If the employee is not used, he shall report his availability for work to the Chief of Police (or his designate) if he had been scheduled for duty on the date called for jury or witness service. If the employee is used for jury duty, the employee shall receive, for each such day of service in which he otherwise would have worked, the difference between the payment he received for such service in excess of five dollars (\$5.00) and the amount of his regular daily rate of pay. The employee will present proof that he did serve or report as a juror or was subpoenaed and reported as a witness and the amount of pay, if any, received therefore.

Section 9.6 Funeral Pay

Three (3) workdays, within a seven-day period, shall be granted an employee in the event of a death in the employee's immediate family. The employee will be paid for only the regularly scheduled work days of the leave. The "immediate family" shall be defined as the employee's spouse or significant other, child, grandchild, father, mother, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, spouse's grandfather and grandmother, daughters and sons-in-law, and past legal guardian. Step-family shall also be considered immediate family for purposes of funeral pay. Additional time without pay or the use of accumulated compensatory time due an employee, may be granted at the discretion of the Chief of Police or his designate.

Section 9.7 Substantiation

The Employer may require reasonable substantiation of any leave of absence or any request for a leave of absence.

Section 9.8 Family and Medical Leave Act

The City of Edwardsville will comply with the Family and Medical Leave Act and all employees will be afforded all rights required by law.

ARTICLE 10 - HOLIDAYS

Section 10.1 Designated Holidays

The following days shall be considered as holidays:

New Year's Day	January 1st
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	
Christmas Day	December 25 th

Section 10.2 Defined

It shall be understood that the holiday shall be from midnight to midnight of the holiday.

Section 10.3 Worked Holiday Pay

Employees working on a recognized holiday listed in Section 10.1 above shall receive pay at his/her straight time hourly rate for all hours worked on the holiday.

Section 10.4 Payment in Lieu of Holidays

For all holidays, employees will be compensated at a rate of one and one-half (1 1/2) times the employee's regular hourly rate for either eight (8) hours, eight and one-half (8.5) hours or twelve (12) hours depending on the normal scheduled work day. If the holiday falls on an employee's day off or on a previously scheduled vacation day, the employee will receive the same benefits as if it fell on a normal workday. An employee may choose to receive compensatory time instead of holiday pay at one and one-half (1 1/2) times the hours he/she would normally have been scheduled to work on the holiday. No employee can accumulate more than 120 hours in a compensatory time bank as covered in Section 8.9 Compensatory Time.

If requesting vacation or compensatory time off on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas in lieu of working on a holiday, the employee must give at least one week's notice with a request for the day off. If two employees are scheduled off on a holiday, and either employee cancels their vacation or compensatory time off request one (1) hour or more before the start of the holiday shift, then the remaining scheduled employees may put in for the holiday off.

If an employee calls in sick on a holiday, the employee will not receive overtime holiday pay / compensatory time for the holiday. This does not apply to an employee on designated FMLA leave.

Section 10.5 Election Day

The City shall adhere to the provisions of the Illinois Compiled Statutes for voting on Election Days.

ARTICLE 11 - VACATIONS

Section 11.1 Eligibility

All full-time employees of the City who have been employed for at least one (1) full year shall become eligible for vacation as indicated by the following table:

Years of Service:	Hours Pay Annually:
Having completed 1 year	2 weeks - 84 hours
Having completed 5 years	3 weeks - 132 hours
Having completed 10 years	4 weeks - 168 hours
Having completed 15 years	5 weeks - 216 hours

Vacation leave shall be taken on an hour-for-hour basis. Vacation leave shall be paid at the straight time rate of pay for all hours taken.

Employees will receive accrued vacation time on January 1st of each calendar year. New employees will receive a pro-rated amount of vacation hours after completing one (1) year of continuous employment. The pro-rated amount of vacation time is calculated from his/her service anniversary date through December 31st.

Section 11.2 Probationary Employees

Probationary employees will accrue benefits for later use pending the completion of their probationary period.

Section 11.3 Vacation Scheduling

Vacation will so far as practicable be granted at times most desired by employees; employees with greater seniority being given preference as to choice as long as such time off does not unreasonably interfere with the efficient operation of the Department as determined by the Chief of Police.

Section 11.4 Pre-Scheduling Vacation

Vacation scheduling forms along with the next year's schedule will be provided to each employee by seniority starting on November 1st of each year to indicate their preference of vacation. Each employee will be allowed a time period of up to 4 days to make their first pick. During their first pick, and employee may select up to two (2) weeks of vacation time in one (1) week blocks. After every employee has made their first pick,

employees with remaining time will be allowed to pre-schedule their remaining time by seniority. Requests of a one (1) week block of time shall prevail over a less than one (1) week block.

For employees working 12-hour shifts, a one-week block would be defined as taking vacation time on a Wednesday and Thursday, *or* on a Friday, Saturday and Sunday with the regular off days leading up to and following the vacation days making up the 7 day “one (1) week block”.

Employees have the option to pass on pre-scheduling their vacation time if they wish to and must indicate that on their scheduling form.

Section 11.5 By First Request

After the employee who indicated a preference of vacation has been assigned, the remaining vacation periods will be assigned on a first-come, first-serve basis Example: one (1) day, two (2) days, one (1) week, etc.

Section 11.6 Shorter-term Vacation

An employee desiring to take vacation of less than one (1) week duration will so indicate to the Chief of Police on the Vacation Request Form at least two (2) weeks in advance of his/her desire to take vacation. If such vacation is agreeable, the employee will be given a written notice one (1) week after such vacation period has been requested that he/she is assigned that vacation period.

Section 11.7 Precedence of Choice

If an employee requests a vacation period of less than a week, is assigned such vacation, such employee will be allowed to take the vacation even though another employee would like the entire week's vacation during that period.

Section 11.8 Vacation Pay

Employees assigned vacation under this Section will be paid for vacation leave as part of their base rate of pay, including longevity and any interim wage increase that may be in effect at the time of vacation.

Section 11.9 Pay for Unused

Unused vacation will be paid, if an employee desires, at the time of his/her retirement, termination, or in the event of death to his/her heirs.

Section 11.10 Maximum Accrual

Accrual of vacation will be limited to one (1) year except for extenuating circumstances.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 12.1 Definition of Grievance

For purpose of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement or the Union concerning the application and interpretation of a specific provision or provisions of the Agreement as written.

Section 12.2 Grievance Procedure

All grievances shall be processed in the following manner:

Step 1 **Verbal Procedure:** Within ten (10) days of the occurrence of the incident giving rise to a grievance, or within ten (10) days following the date the employee first reasonably should have known of the events giving rise to the grievance, the employee affected shall first discuss the matter with the Immediate Supervisor with the objective of settling the matter informally. If requested by the employee, a Steward will be present. It is expressly understood that if a discussion with the Immediate Supervisor is intended to be the initiation of the Grievance Procedure at the Verbal Step, the employee shall so advise the person to whom he/she ordinarily reports of this fact at the time of the discussion. If the Immediate Supervisor is not advised of this fact, the discussion shall not be considered an initiation of the Grievance Procedure at the Verbal Step.

Step 2 **Written:** If the complaint is not satisfactorily resolved by the Verbal Procedure, the grieving party shall reduce the complaint to a written grievance and submit it to the Chief of Police. The written grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated by appropriate reference; state the contention of the employee or the Union with respect to those provisions; indicate the relief requested; and be signed by the employee(s) affected.

The written grievance shall be submitted to the Chief of Police within five (5) days. The Chief of Police shall place his written answer upon the grievance form within five (5) days and return it to a Union representative.

Step 3 **Mayor:** If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the written grievance to the Mayor or his or her designate within five (5) days after receipt of the Step 2 answer. The appeal shall be in writing and shall specify the basis of the appeal. Within fifteen (15) days after the grievance has been appealed, a meeting shall be held between the Labor Council Representative of the Union, Steward, Grievant, and the City Council or the Employer Representative. Either party may have anyone present they so desire as witnesses. If the meeting cannot occur within the fifteen (15) day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall give the Union its written

answer to the grievance within fifteen (15) days following the Step 3 meeting.

Failing a satisfactory settlement of the matter at Step 3 as provided above, the Union may, within fifteen (15) calendar days of receiving the Employer's answer at Step 3, notify the Employer that the Union intends to submit the dispute to arbitration or mediation as provided below.

Step 4 **Mediation:** If the grievance is not satisfactorily resolved at Step 3, it may be submitted for mediation within fifteen (15) working days after the Step 3 response is issued; provided the parties mutually agree to pursue mediation. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of a mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal. The mediator shall assist the parties in an attempt to reach a voluntary settlement. If the parties reach a settlement, the settlement shall be reduced to writing and signed by the parties.

Step 5 **Arbitration:** The parties will first attempt to select an arbitrator by mutual agreement within fifteen (15) days following Step 4, or, if mediation was not pursued, within fifteen (15) days following Step 3. In the event the parties cannot agree on an arbitrator, the parties shall jointly request the Director of the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators from which an arbitrator shall be selected by the parties. The Union and the Employer shall strike alternately three (3) names and the remaining individual whose name has not been stricken shall be the arbitrator. The order of strikes shall be determined by the toss of a coin, with the winner of the toss electing to strike first or second.

Section 12.3 Decision of Arbitrator

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.

Section 12.4 Expense of Arbitrator

The expense of the arbitrator shall be borne equal by the City and the Union, each of whom shall bear its own expense.

Section 12.5 Employee Time Off

The Employer agrees to allow and to pay for all reasonable time lost by an employee or Steward during their regularly scheduled hours while processing a grievance in Step 1 or Step 2. The City agrees to allow employees time off from duty, at no expense to the Employer, to attend other steps of the Grievance Procedure including arbitration, negotiations, and other legitimate Union business providing time off does not interfere with the operations of the Department.

Section 12.6 Written Settlement

The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved.

Section 12.7 Time Limits

"Days" as referred to throughout this Article shall be calendar days and shall not include Saturdays, Sundays, or the holidays recognized in this Agreement. A grievance not presented or appealed by the Union within the applicable time limits shall be held to be settled in favor of the City. Failure of the City to answer within the time established will result in the grievance being granted to the employee(s) and/or the Union. Time limits may be extended by written mutual consent by the parties involved.

ARTICLE 13 - SHIFT DIFFERENTIAL

Section 13.1 Shift Premiums

A shift premium will be paid as follows: for all hours worked between 6:00 pm and 6:00 am there will be paid a premium rate of \$.50 per hour.

Section 13.2 Shifts Defined

The shifts shall be identified in accordance with the following:

- a. The twelve (12) hour day shift shall be between 6:00 a.m. and 6:00 p.m.
- b. The twelve (12) hour night shift shall be between 6:00 p.m. and 6:00 a.m.
- c. The eight (8) hour and eight and a half (8 ½) shift (Telecommunicator Supervisor Shift) shall be between the hours of 6:00 a.m. and 6:00p.m. as determined by the Chief of Police.

Section 13.3 Variance in Shift

Any hours worked by an employee on a regularly scheduled shift which commences at a time not specified above, shall be paid as follows:

- a. For hours worked which fall in the prevailing day shift, no shift differential shall be paid.
- b. For hours worked which fall in the prevailing night shift, the night shift differential shall be paid.

Section 13.4 Overtime Application

Shift differential shall be included in the calculation of overtime.

Section 13.5 Reporting Time

Shift differential shall be paid for reporting time when the hours for which payment is made would have called for a shift differential if worked.

Section 13.6 Late Reporting

Any employee reporting late will be considered to be working on the shift for which he or she was scheduled.

ARTICLE 14 - VALIDITY - COMPLIANCE WITH LAW

Section 14.1 Partial Invalidity

Should any court hold any part of this Agreement invalid, such decision shall not invalidate any other part of this Agreement. The City and the Union shall comply with any and all federal and Illinois State laws.

ARTICLE 15 - UNIFORMS AND EQUIPMENT

Section 15.1 Uniforms and Equipment

Effective May 1, 2012 the Employer agrees to purchase for each new employee covered by this Agreement all needed "soft" uniforms and equipment. This shall include, but not limited to:

- 1-Uniform Pants
- 1-Winter Uniform Shirts
- 3 Polo style shirts
- 3 Tactical style pants
- 1-Pair Uniform Shoes or boots
- 1-Tie
- 1-Black Belt
- 1-Tie clip
- 1-Name plate

Any and all other equipment the department deems necessary.

The Department shall replace all worn or damaged uniforms and equipment as needed by the employee.

Section 15.2 Clothing Maintenance

Beginning May 1, 2012, each employee shall receive an annual clothing maintenance allowance according to the following schedule.

<u>Contract Year</u>	<u>Amount</u>
2021	\$650
2022	\$650
2023	\$650

Annual clothing allowance shall be paid on a separate payroll check in January of each fiscal year.

Section 15.3 Standards

All employees with uniforms as set forth above are required to wear those uniforms in accordance with policy and report to work with the uniform being clean and neat in appearance.

Section 15.4 Eye Exams/Eyewear

After the bill has been submitted to the employee's vision insurance provider, the Employer will pay for the remaining cost of an annual eye exam and for eyewear or a supply of contact lenses annually at a cost of up to three hundred dollars (\$300.00).

ARTICLE 16 - PENSION

The Employer agrees to continue participation in the Illinois Municipal Retirement Fund as required under State Statute.

ARTICLE 17 - INSURANCE

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.

ARTICLE 18 - WAGES

Section 18.1 Annual Base Wage

Wages for regular employees shall be as follows:

Year	Current	5/1/2021	5/1/2022	5/1/2023
		2.50%	2.50%	2.50%
Start	\$26.29	\$26.95	\$27.62	\$28.31
2	\$26.39	\$27.06	\$27.73	\$28.42
3	\$26.50	\$27.16	\$27.84	\$28.54
4	\$26.61	\$27.27	\$27.95	\$28.65
5	\$26.71	\$27.38	\$28.06	\$28.77
6*	\$27.08	\$27.76	\$28.46	\$29.17
7	\$27.18	\$27.88	\$28.57	\$29.29
8	\$27.30	\$27.99	\$28.69	\$29.40
9	\$27.41	\$28.10	\$28.80	\$29.52
10	\$27.52	\$28.21	\$28.92	\$29.64
11	\$27.62	\$28.32	\$29.03	\$29.76
12	\$27.73	\$28.44	\$29.15	\$29.88
13	\$27.84	\$28.55	\$29.26	\$30.00
14	\$27.96	\$28.67	\$29.38	\$30.12
15	\$28.07	\$28.78	\$29.50	\$30.24
16	\$28.19	\$28.90	\$29.62	\$30.36
17	\$28.29	\$29.01	\$29.74	\$30.48
18	\$28.40	\$29.13	\$29.85	\$30.60
19	\$28.52	\$29.24	\$29.97	\$30.72
20	\$28.64	\$29.36	\$30.09	\$30.85
21	\$28.75	\$29.48	\$30.21	\$30.97
22	\$28.87	\$29.60	\$30.34	\$31.09
23	\$28.99	\$29.71	\$30.46	\$31.22
24	\$29.09	\$29.83	\$30.58	\$31.34
25	\$29.21	\$29.95	\$30.70	\$31.47
26	\$29.33	\$30.07	\$30.82	\$31.59
27	\$29.45	\$30.19	\$30.95	\$31.72
28	\$29.57	\$30.31	\$31.07	\$31.85
29	\$29.69	\$30.43	\$31.20	\$31.97
30	\$29.81	\$30.56	\$31.32	\$32.10

First take annual across the board, then 2021 plus longevity, then annual left to right to 2022 and 2023.

Wage steps are separated by 0.40% annual longevity.

* Year 6 includes an equity adjustment increase of 1.4% in total.

All wages are fully retroactive to their effective dates.

Section 18.2 Education Bonus

Any employee holding a degree in higher education will receive an education bonus as follows: Associate's Degree (or the equivalent of sixty (60) hours): \$200.00; Bachelor's Degree (or the equivalent of one hundred twenty (120) hours): \$400.00.

The Education Bonus pay shall be converted to an hourly rate and included as an add-on to an eligible employee's hourly rate of pay. The Education Bonus pay rate shall be determined by dividing the amount of the applicable Education Bonus pay by 2080 hours and the quotient added on to the employee's hourly rate of pay. Education Bonus pay shall not be included with the base pay for purposes of any base pay increases.

Section 18.3 Telecommunicator Supervisor Pay

A Telecommunicator Supervisor shall be paid at a rate of ten (10%) percent above their regular rate of pay.

In the event the Telecommunicator Supervisor is on an extended leave, the Chief or his designee may name a temporary replacement to complete LEADS Coordinator duties. Said employee will be paid an additional fifty (0.50) cents per hour while serving in that assignment.

Section 18.4 Training Pay

An employee that provides training for a new employee shall be paid \$2.25 per hour for each hour of training the new employee.

ARTICLE 19 - LONGEVITY

Employees shall receive an annual longevity increase of 0.4% with each year of employment with an exception of a 1.4% increase given at the beginning of the 6th year of service. See Section 18.1 Annual Base Wage.

ARTICLE 20 - COMPREHENSIVE AGREEMENT

This Agreement supersedes all previous agreements and understandings between the parties hereto and constitutes the entire contract between the parties. Changes in or amendments to the terms of this Agreement may be made at any time by mutual agreement of the City and the Labor Council. When amendments or revisions are so

made, they shall be reduced to writing and executed in the same manner as this Agreement.

ARTICLE 21 - DISCHARGE AND DISCIPLINE

Section 21.1 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 warning
- (b) written reprimand
- (c) suspension without pay
- (d) discharge

Section 21.2 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 21.3 Modified Discipline

Should extenuating circumstances exist warranting discipline other than described in Section 21.1 above, 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, or reassignment. 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 Union would be in agreement to such modified discipline for that occurrence.

Section 21.4 Notification

The Employer shall notify both the employee involved and the Union 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. Whenever an employee is reprimanded, it shall not occur in the presence of other employees or members of the public. Oral warnings and written 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 or suspension.

Section 21.5 Labor Council Representation/Employee Interviews

Where the Employer desires to conduct an 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 Labor Council representation at such

interview. If the employee desires such Labor Council representation, no interview shall take place without the presence of a Labor Council representative. For purposes of this Article, "Labor Council representative" shall be defined as an employee of the Illinois Fraternal Order of Police Labor Council. A local representative may be named by the Labor Council in the event of an emergency.

The employee being interviewed 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.

Section 21.6 Pre-disciplinary Meeting

For discipline other than oral or written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be entitled to Union representation at this meeting. The employee and the Union representative shall be given the opportunity to rebut or clarify reasons for such discipline. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

In cases where the employee's conduct may justify discharge, the Employer, or its designee, will first give the employee a suspension of not more than five (5) days, and during the initial suspension, the Employer, or its designee, will determine if such initial suspension shall be extended or converted to discharge. Also, within this initial suspension period, the employee will be given a hearing and a statement of the offense before the Chief of Police with the Union representative present if the employee desires. If the employee is not discharged and the employee is returned to work he may or may not be paid for lost time or otherwise disciplined.

Section 21.7 Review of Discipline

An employee may elect to have discipline or discharge reviewed through the grievance procedure of this Agreement. Any such grievance shall start at Step 3 (Mayor) of grievance procedure. Any such grievance shall be initiated in writing within ten (10) days from the date that the employee receives notification of said discipline or discharge.

ARTICLE 22 - MISCELLANEOUS

- Overtime Breaks:** Employees, if working in excess of two (2) hours following the completion of a regular shift, will be allowed a twenty (20) minute break period as long as it does not adversely affect the operation of the Department.
- Payday:** Payday will be on alternate Friday's beginning at 9:00 a.m. unless otherwise prevented from doing so.

3. **Seniority List:** The City will furnish the Union with an updated seniority list and changes of addresses annually or within thirty (30) days following an address change.
4. **Personnel Files:** Personnel records may be viewed during regular working hours with reasonable notification to Chief of Police. Employees may view only their own departmental personnel file. The City further agrees to comply with the provisions of the Personnel Records Review Act (820 ILCS 40/1 et al.) as it now exists or may be amended.
5. **Job Description:** No one will be required to perform work that is not within the Telecommunicator job description.
6. **Off-duty Employment:** Off-duty employment will be allowed with approval of Chief of Police or Director as per department policy.
7. **Break Room:** All Telecommunicators will have access to a break room located in the Police Department when room is available.
8. **Appliances:** Use of the refrigerator and microwave will be allowed. City will maintain service cost of repair.
9. **Periodicals:** Newspapers and professional magazines can be read on duty.
10. **Soda Machine:** Soda machine will be accessible to Department employees.
11. **Space for Soda Machine:** The City shall only provide space for soda machine.
12. **Breaks:** Employees will be allowed a thirty (30) minute paid lunch and two (2) ten (10) minute paid breaks each eight (8) hours worked, or a combination of all three (3) on day shifts, as long as it does not adversely affect the operation of the Department. It is understood that with regard to such breaks:
 - (a) That because the nature of the telecommunication function, and the necessity to have trained emergency dispatch operators available, the employee shall not leave the Employer's property without permission; and,
 - (b) That the employee shall be relieved for such breaks by telecommunicator certified personnel.
13. **Lunch:** Except in emergencies, employees not allowed to complete lunch within the required time will be compensated at time and one half.
14. **Job Posting:** All job openings within the City Departments must be posted internally at least two (2) weeks in advance of the openings being filled.

15. **Safety Committee:** A Joint Safety and Health Committee consisting of two (2) members of the Bargaining Unit and two (2) representatives of the City shall meet upon request by either Party after reasonable notice to discuss Safety and Health conditions within the Police Department.
16. **Drug Policy:** The parties have agreed to a drug policy that is attached hereto and made a part of this Agreement.
17. **Smoking Policy:** The use of smoking tobacco shall be prohibited within the Edwardsville Public Safety Building except when an employee is on break within a designated smoking area in compliance with Illinois law.
 - (a) The Employer agrees to continue the process of cross-training non-telecommunication personnel in order to provide qualified break relief personnel.
 - (b) The City shall pay for a smoke cessation program (including any medication that might be required, i.e. patches.) for any employee requesting to enter such a program. Such program will be mutually acceptable.
18. **Consolidation:** The Employer and the Union agree to reopen negotiations to impact bargain over the effects on the bargaining unit of a consolidation of telecommunication services with another agency.

ARTICLE 23 - DURATION OF AGREEMENT

This Agreement shall be effective from May 1, 2021 and shall remain in effect through April 30, 2024 except as hereinafter provided. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by Registered or Certified Mail by either party not less than sixty (60) days nor more than ninety (90) days before the expiration date. Termination notices shall be considered to have been given as of the date shown on the postmark. However, the Employer and Union agree to begin informal discussions concerning the contract approximately one hundred twenty (120) days prior to the expiration date. This Section shall be governed by the procedures set forth in the Illinois Public Labor Relations Act, as amended.

SIGNATURES

3rd IN WITNESS WHEREOF, the parties hereto have affixed their signatures this
day of August, 2022.

Art Risavy

Art Risavy, Mayor
City of Edwardsville, Illinois

8/26/22

Date

Robert Jones

Robert Jones, Chief Negotiator
Illinois FOP Labor Council

8/25/22

Date

Amy Picklesimer

Amy Picklesimer
Bargaining Team Member

08/25/2022

Date

ATTEST:

Michelle A. Boyer

Michelle Boyer, City Clerk

8/31/2022

Date

APPENDIX A - DRUG POLICY

ATTACHMENT TO COLLECTIVE BARGAINING AGREEMENT

by and between

**City of Edwardsville
and**

Illinois Fraternal Order of Police Labor Council

(Reference Article 22, Miscellaneous, item 16, of said Agreement)

DRUG POLICY

Section 1 – Drug Policy

The use of illegal drugs and the abuse of legal drugs and alcohol by employees present unacceptable risks to the safety and well-being of other employees and the public invite accidents and injuries, and may reduce productivity. In addition, such conduct violates the reasonable expectations of the public that employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol abuse.

In the interests of employing persons who are full fit and capable of performing their jobs and for the safety and well-being of employees and citizens, the Employer and the Union agree to establish a program that will allow the Employer to take the necessary steps, including drug testing, to implement a policy regarding drugs.

As a requirement for employment with the Employer, all employees covered by this Agreement must be free from drug dependence, drug abuse and illegal drug use. For the purposes of this section, the term "drug" shall include drugs, including alcohol, and any other substance, including controlled substances defined by state statute, that affects an employee's performance of his duty. Any statutorily defined illegal use of drugs by an employee, whether at or outside the Employer's employment, will not be tolerated.

Any employee who reports to work under the influence of drugs, or whose actions constitute reasonable suspicion, shall be tested. If an employee appears incapacitated, in the opinion of the Department Head or supervisor in charge, he/she shall be immediately suspended with pay pending the results of a test.

Any employee covered by this Agreement who has reasonable suspicion to believe that another employee is illegally using drugs, or appearing on duty to be under the influence of any drug, shall immediately report the facts and circumstances pertaining to such suspicion to the supervisor.

Any property belonging to the Employer is subject to inspection at any time without notice as there is no expectation of privacy. Property belonging to the Employer includes, but is not limited to, Employer-owned vehicles, desks, files, storage lockers, work spaces and other equipment and property.

Any employee found to be using illegal drugs or abusing drugs or any other substance affecting performance of his/her duties shall be provided with a hearing, where evidence is presented, before action taken against the employee becomes final.

Section 2 – Drug Testing

In order to help provide a safe work environment and to protect the public by insuring that employees have the physical stamina and emotional stability to perform their assigned duties, the Employer may require employees to submit to a urinalysis test and/or other appropriate test at a time and place designated by the Employer. Testing shall be administered for the following reasons: reasonable suspicion, return from leaves of absence, subsequent to serious incident, medical examination drug screening on an annual basis and/or for probationary employees. Reasonable suspicion shall be defined as circumstances wherein a reasonable person would suspect an employee is under the influence of a drug.

The results of any such test shall be sent to the Employer. The employee will be notified by the next business day worked of test results. "Positive test result" shall mean a positive result on both an initial screening and a confirmatory test.

Any employee who fails or refuses to submit to a drug test shall be subject to disciplinary action, up to and including dismissal. An employee's submission to testing shall not be construed as a waiver of any objection or rights he/she may have. Any employee who submits to testing and whose test results indicate a positive result of drug use, other than those drugs prescribed by a physician or purchased over the counter and duly reported to the Employer, shall be subject to disciplinary actions, up to and including dismissal. An employee shall be afforded reasonable privacy when submitting the sample to be tested.

Submitting to testing

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

- a. employ the services of a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act and/or that has been, or is capable of being, accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- b. establish a chain-of-custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- c. cause a sufficient sample of the same bodily fluid or material to be collected from an employee to allow for: 1) initial screening; 2) a confirmatory test and, 3) a

sufficient amount to be set aside and reserved for later testing if requested by the employee;

- d. collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- e. confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography plus mass spectrometry, or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- f. provide the employee tested with an opportunity to have the third sample, as provided in item c. of this Section, tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Employer within forty-eight (48) hours of receiving the results of the confirmatory test, as provided in item e. of this Section, and provided the employee complies with item a. of this Section;
- g. provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results.

Section 3 – Discipline

Any statutorily defined illegal use of drugs by an employee, whether at or outside the Employer's employment, shall be grounds for discipline, up to and including termination. No employee required to operate a motor vehicle on behalf of the Employer shall be under the slightest influence of any drug. Any off-duty misconduct involving drugs and an employee, where there is a nexus between the employee's conduct and the Employer's legitimate interests in an effective business operation shall result in discipline.

Any employee who is aware that he/she is dependent upon drugs, and who voluntarily admits same by so advising the Department Head, prior to the employee's being advised that he/she is to submit to a drug test, shall be permitted to take an unpaid leave of absence to a date certain, or use his accumulated vacation, sick leave, or compensatory time for the purpose of obtaining and successfully completing rehabilitative treatment for his/her dependency. This option shall be afforded to an employee only once during his/her tenure with the Employer. Such voluntary requests for treatment must be made prior to any event which would provide reasonable suspicion of drug use or possession and prior to posing or causing any threat to the health and safety of him/herself or others. The foregoing shall not limit the Employer's right to discipline employees for misconduct, provided such discipline shall not be increased nor imposed due solely to an employee's admitting to dependency on prescribed medication or alcohol as provided in this paragraph.

In the first instance that an employee tests positive for alcohol on both the initial and second, confirmatory tests, or is found to be under the influence of alcohol while on duty, he/she will not be subject to dismissal as a result of this single offense.

However, the foregoing provisions of this section are conditioned upon the employee's:

- a. agreeing to treatment assigned by the Employer on advice of any human support services assigned by the Employer;
- b. permanently discontinuing his/her abuse of drugs;
- c. completing the assigned course of treatment;
- d. submitting to random testing during hours of work, with the number of times the employee is tested to be determined solely by the Chief of Police for a period of one (1) year, or the length of treatment assigned to the employee under item a. (above), whichever is greater.
- e. the employee did not pose nor cause any threat to the health and safety of himself or others, nor did he cause any damage to property, nor commit any infractions.

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 to 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 above as if the employee had tested positive to being under the influence of alcohol (0.04% blood alcohol).

Section 4 – Right to Contest

An employee, with or without the Union, shall have the right to file a grievance pursuant to this Article, but only for the following reasons: whether the administration of a test was in compliance with this Article; or, contentions regarding the accuracy of test results or the significance of trace amounts where indicated in test results.

Section 5 – Prohibited Levels

Positive cut-off levels used for drug screen testing will be in compliance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines. The positive test result level for an Alcohol screening will be 0.04 percent of blood alcohol content.

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 under the influence, but the Employer shall bear the burden of proof in such cases.

Section 6 – Employee Assistance Program

The Employer has the sole right to designate an Employee assistance Program (EAP) and provider, and to change providers and revise the plan. This right shall not be subject to impact bargaining.

The Employer will make available through its Employee Assistance Program a means by which an employee may obtain confidential referrals for treatment of drug dependency.

APPENDIX B - DUES AUTHORIZATION FORM

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

I, _____, 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, _____, hereby authorize my Employer, 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 Email: _____

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 C - GRIEVANCE FORM

(use additional sheets where necessary)

Department: _____

Date Filed: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge No. / Year / Grievance No.

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO 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

