

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF EDWARDSVILLE

AND

LABORERS' INTERNATIONAL UNION OF

NORTH AMERICA LOCAL 397 OF

EDWARDSVILLE, ILLINOIS AND VICINITY

ON BEHALF OF THE POLICE DEPARTMENT'S

COMMUNITY SERVICE OFFICERS

2016-2020

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AGREEMENT

This Agreement is made and entered into this 10th day of February, 2016, by and between the City of Edwardsville (hereinafter referred to as the "City" or "Employer" and Local Union No. 397 of the Laborers' International Union of North America, affiliated with the AFL-CIO, of Edwardsville, Illinois, and vicinity, also hereinafter known as the "Union".

PREAMBLE

This Agreement entered into by and between the City of Edwardsville and Local 397 of the Laborers' International Union of North America and has as its purpose the promotion of harmonious relations, the establishment of an equitable and peaceful procedure for the resolution of differences, establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 RECOGNITION OF UNION

Section 1.01 Recognition of Union

The Employer recognizes Local 397 as the sole and exclusive representative, and bargaining agent for the full-time Police Department Community Service Officer employees for all matters concerning wages, hours of work and conditions of employment.

Union shall designate one (1) Union Representative. The Union Representative and alternate may not be disciplined for performing her/his duties.

Section 1.02 Dues

As a condition of continued employment all employees who are not members of the Union, ninety (90) days after their start of full-time employment for Employer or the effective date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or pay to the Union a proportionate fair share of the costs of membership, which include the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours and other conditions of employment, in accordance with State law. The Employer agrees to deduct from the pay of those employees who individually request all or any of the following: (a) Union membership dues, assessments or other fees or (b) other programs approved by the City. Request for such deductions of any of the above shall be made on a form agreed to by the Parties.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

Section 1.03 Fair Share Deductions

The Parties agree that employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deductions shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with Labor Relations Act (55 ILCS 315/1 et seq.). The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to the effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

ARTICLE 2

SCOPE OF AGREEMENT

The Employer is engaged in furnishing an essential public service which virtually affects the health, safety, comfort and general well-being of all the people of the community; and

This responsibility to the public is a mutual responsibility of the Union and the Employer, and it is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to establish proper standards of rates of pay, hours and other terms and conditions of employment, and to provide for equitable and peaceful adjustment of differences over the interruption and application of the Agreement without interruption of services.

The Employer has voluntarily endorsed the practice and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees. The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Employer by statutes of the State of Illinois.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.01 Management Rights

The Local 397 of the Laborers' International Union of North America recognizes that any and all rights concerned with the management of the Community Service Officers and the direction of the working force shall be vested exclusively with the Employer. Such rights and responsibilities shall include but are not limited to, the right to:

- a. Determine the Employer's overall mission of the Police Department;
- b. Maintain and improve the efficiency and effectiveness of the 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, means, job classifications or personnel by which the Police Department is to be conducted;
- e. Direct, supervise, and hire employees;

- f. Suspend, discipline, and/or discharge for just and proper cause; transfer, promote, assign, schedule, retain, and/or lay off employees;
- g. Relieve employees from duties because of lack of work or funds, or under conditions where the Employer determines continued work would be inefficient or nonproductive;
- h. Take action to carry out the mission of the Employer in situations of emergency;
- i. Adopt rules, regulations, educational programs, safety programs and other programs necessary to maintain the efficient and effective operations of the Employer.

The above-listed rights shall not limit the Employer's obligation to comply with the terms and provisions of this Agreement in the exercise of the above rights.

Section 3.02 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. In the event of any conflicts between this labor agreement and the Code, the provisions of the labor agreement shall prevail and control. It is agreed that prior to application or enforcement of any provision of the Code which concerns wages, hours or conditions of employment of an employee or group of employees of this bargaining unit, management shall bargain to agreement with the union prior to implementation of the Code.

Section 3.03 Transferring Work

The Employer reserves the right to transfer work and duties to other City departments, and create new positions to which work and duties heretofore performed at least in part by bargaining unit employees may be transferred as so long as the work and duties transferred are performed by City employees and are covered under the terms and conditions of this Agreement and all employees not in the bargaining unit must comply with Section 1.03 above.

ARTICLE 4

NEW AND TEMPORARY EMPLOYEES

Section 4.01 New Hires

All new employees covered by this agreement shall, during the first six (6) months of employment as a Community Service Officer in the Police Department, serve a probationary / training period. During the probationary / training period, new employees shall be paid at a rate of 95% of the hourly base wage for the first six months of employment; and 100% thereafter. The Employer may waive the training wage, at its sole discretion, for new employees who transfer from other departments of the Employer into the Community Service Officer position, or for employees who bring appropriate job skills to the job. If a temporary employee is hired directly from temporary employment as a new employee, his/her employment as a temporary employee shall count towards the training requirement of this Section. Nothing contained herein shall modify the terms of Article 13 Seniority. Seniority for a temporary employee will begin on the first day of regular full-time employment and not sooner. Employees may be terminated at any time during this probationary period without any recourse to the grievance procedure.

Section 4.02 Temporary Employees

All temporary employees shall not be covered by this agreement nor have any rights to Article 20 (Grievance Procedures) and may be terminated at any time. It is understood that temporary employees shall not be employed for more than 720 hours within a 12 month period. On the 721st hour of employment the Temporary Employee status shall convert to new employee status and the employee shall be covered by the New Employee section of this agreement and be required to fulfill all union membership requirements as provided in this Agreement. No Temporary Employee shall be hired if any Bargaining Unit Employee is laid-off or discharged until such time as the bargaining unit positions are re-staffed or called back to active status with permanent employees, except that temporary employee(s) may be utilized during the time that the Employer is actively interviewing to re-staff the position(s) with new hires.

ARTICLE 5 RESIDENCY REQUIREMENT

All employees covered by this agreement must be a resident of Madison County 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 Director of Human Resources. The employee may be required to provide proof of relocation progress upon request by the Director of Police or the Director of Human Resources; their decision may be appealed to the City Administrator.

ARTICLE 6 NO STRIKE

The Laborers' Local Union 397 and the employees represented by the Union shall not engage in, nor encourage any engagement in, either directly or indirectly, any strikes, job actions, slowdowns or withdrawal of services against the Employer.

ARTICLE 7 HOURS OF WORK

An employee's normal one week work period will consist of five days of work with eight working hours each day or four days of work with ten working hours each day. Employees will be paid for a ½ hour lunch period during their eight or ten hour workday.

Shift schedules showing each employee's workdays shall be posted or otherwise made known to employees no later than Thursday of the week preceding the calendar week in which the schedule becomes effective.

ARTICLE 8 OVERTIME

Section 8.01 Overtime

Overtime is time worked in performance of one's job in excess of forty (40) hours of compensated work time per week. Overtime shall be compensated at time and one-half for hours worked by cash payment (through the payroll system) or, upon mutual agreement, by compensatory time credit. Overtime shall not be pyramided.

If an employee is scheduled in advance to work overtime hours on a Sunday, the employee shall be paid at the rate of double time for a minimum of two (2) hours.

When overtime is available, it shall first be offered to the most-senior employee with the job assignment expertise for the work requiring overtime.

Section 8.02 Call-Outs

An employee called back to work after having left work shall receive a minimum of two (2) hours call-out compensation at the rate of time and one-half (1 ½) unless the time extends into his/her regular work shift. Call-outs on Sunday's and Holidays shall be paid at the rate of double time for a minimum of two (2) hours. Call-out pay shall not be paid to employees reporting to work one (1) hour or less prior to the scheduled shift, nor due to an employee being held over beyond the scheduled shift.

Section 8.03 Compensatory Time in Lieu of Pay

Pursuant to the FLSA, and if approved by the Director of Police or the Director's designate, an employee may be allowed to accumulate compensatory time in lieu of monetary compensation for overtime hours worked. When approved, the employee will receive compensatory time off on an overtime hour for a compensatory time bank hour-and-one-half basis subject to the request of the employee. An employee may not accrue more than 80 hours of compensatory time off in his/her compensatory time off bank. After the maximum hours have been accrued, the employee must receive monetary compensation for any overtime hours worked. Employees shall claim compensatory time on the payroll sheet for the time period in which the overtime was worked. Utilization of compensatory time may be taken in time increments approved by the Director of Police or the Director's designate.

ARTICLE 9 HOLIDAYS

Employees will receive time off with pay for the following holidays:

- New Year's Day
- Martin Luther King, Jr. Birthday
- President's Day
- Memorial Day
- Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

During a work week in which there is a City Holiday(s), employee(s) who are scheduled to work ten hour days that week will receive ten hours of regular pay for the City Holiday(s). Employee(s) who are scheduled to work eight hour days that week will receive eight hours of regular pay for the City Holiday(s).

If an employee is scheduled in advance to work on any of the above actual Holidays, the employee shall be paid as described above plus the employee shall be paid at the rate of double time for the hours worked on the actual Holiday, or for a minimum of two (2) hours, whichever is greater.

It is the policy of the Employer that as to any listed holiday falling on a Saturday, it will be observed the preceding Friday; as to any listed holiday falling on Sunday, it will be observed the succeeding Monday. If the observed Holiday falls on the employee(s) regularly scheduled day off, the employee will be allowed to have the day off of work on the closest workday immediately prior to, or immediately following, the observed Holiday.

ARTICLE 10 PERSONAL LEAVE

Each employee shall be entitled to sixteen (16) hours of personal leave with pay per contract year. Personal leave shall be taken in increments of one (1) or more whole hours and must be used within two (2) years of the date of accrual or will be lost. Upon hire, a new employee will receive a pro-rated amount of sixteen (16) hours which will be determined by the employee's hire date and the time remaining until the end of the contract year. Upon permanent separation by resignation or other non-disciplinary reasons, unused personal days for the year will be paid out to the employee.

ARTICLE 11 SICK LEAVE

Section 11.01 Benefits

Sick leave is a benefit the Employer offers only to full-time employees with more than one (1) year of continuous service from last date of hire. As long as the employee remains on the payroll as an active employee, he/she receives this benefit. Employees on a workers' compensation leave will be paid only the difference between the workers' compensation payments and their regular salary for those days accrued and designated as sick days. All sick-leave benefits stop when the employee leaves his/her position with the Employer, except as noted below;

Tier 1 for Employees Hired Before January 1, 2014:

1. Full-time employees hired before January 1, 2014 shall be entitled to 120 hours of sick leave per year after one year of continuous employment with the Employer.
2. Each full-time employee shall be entitled to an additional 120 hours of sick leave on the subsequent anniversary dates of her/his continuous employment.
3. The total maximum accumulation shall be 720 hours.
4. Upon termination of employment for 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 from the maximum of 720 hours based on the following scale:

After 5 years of full-time continuous service	50%
After 10 years of full-time continuous service	70%
After 15 years of full-time continuous service	85%
After 20 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.

Tier 2 for Employees Hired On or After January 1, 2014:

1. Full-time employees hired on or after January 1, 2014 shall be entitled to 80 hours of sick leave per year after one year of continuous employment with the Employer.
2. Each full-time employee shall be entitled to an additional 80 hours of sick leave on the subsequent anniversary dates of her/his continuous employment.
3. The total maximum accumulation shall be 480 hours.
4. Upon termination of employment for 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 from the maximum of 480 hours based on the following scale:

After 5 years of full-time continuous service	50%
After 10 years of full-time continuous service	70%
After 15 years of full-time continuous service	85%
After 20 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.

Section 11.02 Eligibility

If doubt exists about the actual illness or disability of an employee, absent in excess of two (2) consecutive days, or where absence appears excessive or patterned, the employee may be required to provide the Department Head with a signed confirmation regarding the nature of the illness or disability from the employee's attending physician. A physician's certificate shall state the following: 1) that the absence from work was required; and, 2) that the employee is now fit to return to work.

Employee shall not receive paid sick leave for the following reasons:

1. for injuries received while working as an independent contractor;
2. for injuries received while working for wages from an entity other than the Employer (i.e. City of Edwardsville);
3. for injuries received while committing a crime;
4. for injuries received which were intentionally self-inflicted.

Sick-leave notification must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Employer. If the employee notifies the Employer that his/her illness will be in excess of one day, the Employer may waive this requirement.

Any employee contracting or incurring any non-work-related illness or disability, which renders such employee unable to perform his/her duties, shall be eligible to use accumulated sick leave time for a period not to exceed her/his accumulated sick leave. Sick leave as provided under this Article, up to a maximum of twenty-four hours in any one of the current contract years may be used in the event of serious illness, disability, or injury to a member of the employee's immediate family, when the leave is for the purpose of the employee personally caring for said afflicted family member. For the purposes of this Article, immediate family is defined as spouse living with the employee, or the employee's child or parent. The Employer has the authority to request evidence to substantiate that such leave was for the purposes herein set forth.

At the Employer's sole discretion, the exercise of which shall not be subject to review or appeal, whether under this or any other agreement, sick leave time in excess of twenty-four hours may be used for purposes set out under this paragraph.

Sick leave shall be taken in increments of fifteen (15) minutes.

If an employee has received sick leave contrary to the provisions of this Article or through any misrepresentation made by the employee or by others on her/his behalf, she/he shall reimburse the Employer in an amount equal to the sick leave pay so received, and said employee is subject to discipline, including discharge. The Family and Medical Leave Act (FMLA) policy as contained in the City's Personnel Code shall govern FMLA leave.

ARTICLE 12 FUNERAL LEAVE

In the event of a death to an immediate family member of an employee, the employee (upon request) shall be granted up to three (3) scheduled work days off with pay, inclusive of the day of the funeral. The remaining paid time off must be taken during the time period commencing with the day of the death and ending seven (7) calendar days after the funeral. The immediate family shall be defined as spouse, child, mother, father, brother, sister, grandmother, grandfather, grandchildren, spouse's grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, and daughter-in-law. Step-Family shall be considered immediate family for the purposes of funeral leave administration. Verification of attendance by the employee at the funeral may be required by the employer. The employee must notify or cause notification to be made to the Director of Police or his/her designee of the employee's intention to take funeral leave by the beginning of the first day of such leave.

Subject to the approval of the Director of Police or his/her designee, nothing herein shall prevent an employee from exercising his or her right to utilize accrued and unused personal leave, vacation leave or other accrued time to address personal needs related to the death of an immediate family member as defined herein or the death of another not included in the definition of immediate family, but where a definite family need or matter of legitimate bereavement can be demonstrated.

ARTICLE 13 DEATH OF AN EMPLOYEE

Upon the death of an employee, the Employer will pay to the employee's estate any accrued salary, including unused compensatory time, compensation for unused vacation and compensation for sick leave as set forth in accordance with Article 10, Section 10.01 (Benefits), line number 4.

Payments due from insurance coverage are not within the control of the Employer and must be processed through regular channels.

ARTICLE 14 SENIORITY

Seniority is defined as the length of continuous service of an employee for the Employer within a given City department. In the event an employee is transferred from one department to another, the employee enters the new department as the employee with the least departmental seniority. However, the transferred employee does not lose City seniority, which is the basis for vacation and sick leave allowance.

The term "continuous service" shall be construed so that 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 “continuous” work for the purposes of computing seniority, except as provided for below.

Seniority and employment relationship shall be terminated when an employee:

- a) voluntarily quits or retires;
- b) is discharged for just and proper cause;
- c) is absent for two (2) consecutive work days without valid excuse;
- d) has performed no work for the Employer for a period of twelve (12) consecutive months;
- e) is laid off and fails to return to work, after having been notified by registered letter at his/her known address;
- f) does not report for work at the termination of authorized leave of absence.

ARTICLE 15 TRANSFERS

When an employee transfers to another City department, the transfer will have no effect on employment seniority with the City. Department seniority on the new position will start on the date of transfer.

ARTICLE 16 LAYOFF

In the event it becomes necessary to reduce the working forces of the Community Service Officers in the Police Department for any reason or for any length of time, the employee with the least department seniority shall be laid off first then the next least and so on until the required number of employees has been laid off. When these employees are called back to work, it shall be in the reverse order of which they were laid off.

ARTICLE 17 LEAVES OF ABSENCE

An employee may submit a written request to his/her Department Head for a general leave of absence without pay, subject to the approval of the following:

- a. No leave shall be granted for the purpose of taking gainful employment elsewhere.
- b. The Department Head may grant a leave not to exceed a period of five (5) working days. Any request for leave of greater than five (5) days must be submitted to the City Administrator for approval.
- c. 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.
- d. No benefits shall accrue during the leave.

- e. All benefits are suspended during the leave, except insurance and retirement benefits may be kept in place upon the election of the employee to pay 100% of the required premiums in advance.
- f. Anyone falsifying information to get a leave (of any type) results in automatic termination of the employee with the City of Edwardsville.

**ARTICLE 18
VACATION**

All regular full-time Community Service Officers shall be entitled to vacation time with pay after one year of service. The amount of annual vacation leave shall be based upon the number of years of accredited service an employee has completed as follows:

<u>Years Completed</u>	<u>Vacation Allotment</u>
1 through 4 years	2 weeks (80 hours)
5 through 9 years	3 weeks (120 hours)
10 through 14 years	4 weeks (160 hours)
15 to retirement	5 weeks (200 hours)

Employees will receive accrued vacation time on January 1st of each calendar year. When an employee reaches a 5, 10 or 15-year milestone service anniversary as listed above, the employee will receive on his/her service anniversary date a pro-rated amount of the additional 1 week of vacation which is calculated from his/her service anniversary through December 31st.

New employees will receive a pro-rated amount of vacation hours after completing one (1) year of continuous employment. The employee will receive on his/her one (1) year service anniversary date a pro-rated amount of the eighty (80) hours of vacation time which is calculated from his/her date of hire through December 31st of the year of hire.

Vacation requests will be processed according to seniority as defined in Article 14 of this Agreement.

Requests for more than two successive weeks will be considered under special circumstances by permission of the Director of Police when and if the work in the department will not be adversely affected.

Holidays which occur during an approved vacation shall not be charged against vacation time.

Vacation leave must be taken within one (1) year of the date of accrual and may not be accrued nor accumulated beyond that time unless a written request has been submitted to and approved by the Director of Police. Under no circumstances will same be lost due to schedule adjustments or cancellations initiated or caused by the Employer. At the discretion of the Director of Police, an employee may receive payment for unused vacation hours if a schedule adjustment or cancellation was initiated or caused by the Employer. Approved vacation leave shall be charged in increments of four (4) or more whole hours unless under an extraordinary circumstance in which the Director of Police has approved otherwise.

ARTICLE 19 JURY DUTY

The City of Edwardsville recognizes the responsibility of an employee who is called to serve for jury duty. Therefore, the Employer will pay to the employee so called for jury duty the difference between the amount received for jury duty service and the employee's regular wage for those hours served. The employee will provide the Department Head with a court receipt indicating date served and compensation received prior to any payments. Employees are expected to return to their City job functions whenever excused for a day or for a portion of a day from their jury service.

ARTICLE 20 INSURANCE

Section 20.01 Health Insurance

There shall be one (1) member of the bargaining unit who shall serve as a voting member of the City's Health Insurance Advisory Committee. The committee shall meet as necessary to review and recommend to the City Council health insurance plans and revisions to same for employee group coverage.

The City shall pay one-hundred percent (100%) of the individual employee's insurance premium and seventy-five percent (75%) of the family plan premium for participating employees.

Any employee laid off due to lack of work and covered by the City's health insurance program will be eligible for the continuation of health insurance benefits as required by law and as outlined in the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Section 20.02 Eye Exams/Prescriptive Eyewear

The Employer will reimburse an employee \$200 per contract year for fees for an eye exam and prescription eyewear. The Employer may designate an optical dispenser or other practitioner to perform exams and/or provide eyewear. If a practitioner has not been formally designated, the employee upon making any claim for this benefit shall first provide evidence to the Employer's designated representative that he or she has first made claim for any eligible reimbursement or other cost coverage through any existing vision plan provided by the Employer.

It is expressly and affirmatively understood by the Union and the Employer that time spent traveling to and from, as well as time during, the exam or order/purchase/pickup of eyewear shall constitute no liability to the Employer nor shall it be compensable, nor shall any or all of said time be considered as in the course of or arising out of employment. The benefits provided hereunder are received at the option of the employee.

ARTICLE 21 UNIFORMS AND EQUIPMENT

Section 21.01 Uniforms and Equipment

Effective November 1, 2009 the Employer agrees to provide for each new employee covered by this agreement all needed uniforms and equipment. The department shall replace all worn or damaged uniforms and equipment as deemed necessary and in accordance with the Edwardsville Police Department General Orders 22-5 and 22-5 Attachment B.

Section 21.02 Clothing Maintenance

Each employee shall receive an annual clothing maintenance allowance according to the following schedule:

<u>Contract Year</u>	<u>Amount</u>	<u>Paid</u>
5/1/2016 – 4/30/2017	\$600	January 2017
5/1/2017 – 4/30/2018	\$600	January 2018
5/1/2018 – 4/30/2019	\$600	January 2019
5/1/2019 – 4/30/2020	\$650	January 2020

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

Section 21.03 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.

ARTICLE 22 GRIEVANCE PROCEDURE

Section 22.01 Grievance Defined

For the purpose of the Agreement, a grievance is defined as an employee's and/or Union dispute, claim or complaint involving the interpretation of, application of, or compliance with the provisions of this Agreement.

Section 22.02 Procedure

A grievance shall be processed in the following manner:

Step 1 Within five (5) business days of the occurrence of the event giving rise to the grievance, the aggrieved employee shall, with the steward representing him/her, discuss the grievance with the Director of Police. If the grievance is filed orally, the steward shall expressly state before ending the discussion with the Director of Police, that the discussion constitutes the first step of this grievance procedure. The steward and the Director of Police will thereupon both sign and date a written statement acknowledging that a grievance has been filed at Step 1 and indicate the nature of the grievance and the desired settlement.

If a settlement is not reached as a result of said discussion within five (5) business days after the grievance is filed, the Union Business Representative shall submit a written grievance within five (5) business days thereafter or at such other time as may be mutually agreed, in an attempt to reach a settlement.

The written grievance shall name the employee(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the provision(s) of the Agreement allegedly violated, state the contention of the employee with respect to said provision(s), indicate the relief requested and be signed and dated by the employee(s) affected and the Business Representative.

The Director of Police shall give his/her written response within ten (10) business days after said presentation. Said written response shall be delivered either in person or by certified mail, return receipt requested.

Step 2 Employer. Should the aggrieved party and/or Union feel that the grievance was not satisfactorily settled in Step 1; the grievance shall be submitted, within ten (10) business days of completion of Step 1, to the City Administrator, who shall meet with the Union's representative(s) in an attempt to resolve the grievance. Completion of Step 1, for the purpose of this Step, is when the Union receives the Director of Police's written response. The City Administrator shall give its written response within ten (10) business days after said submission.

Step 3 Voluntary Mediation. If the grievance is not satisfactorily resolved at Step 2, it may be submitted for mediation within fifteen (15) business days after receipt of the Employer's Step 2 response was due. If the parties mutually agree to mediation, they 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, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach voluntary settlement. If the parties reach a settlement, the settlement shall be reduced to writing and signed by the parties.

Step 4 Arbitration. If the grievance is not settled in accordance with Step 2 or 3, as the case may be, either: 1) if mediation was not agreed to, the Union may refer the grievance to arbitration within ten (10) calendar days after receipt of the Step-2 response; or, 2) if mediation was agreed to, the Union may refer the grievance to this Step within ten (10) calendar days after the final mediation session. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt by the Employer of the notice of referral. In the event the parties are unable to agree upon an arbitrator within five (5) 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 (1) entire panel prior to any selection being indicated by either party. Both the Employer and the Union shall have the right to strike three (3) names from the panel. Each party shall alternately strike a name from the list, with one party striking the first name, the other striking the second name, and so on, until one name remains. The person whose

name remains unstricken from the list after six strikes shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of selection by a joint letter from the Employer and the Union requesting that the arbitrator set a hearing time and place, subject to the reasonable availability of their representatives.

Section 22.03 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 nor subtract from the provisions of this Agreement. The arbitrator shall only consider and make decision with respect to the specific issue submitted to him/her. In the event the arbitrator finds a violation of the terms of this Agreement, he/she 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 submit a written decision within thirty (30) 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 to a date certain. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. None of the terms of this Article shall contravene any existing law or statute. A decision rendered consistent with the terms of this Agreement shall be binding on both parties.

Section 22.04 Time Limits

If a grievance is not presented or appealed to the next step within the time limits set forth, or during a mutually agreed extension thereof, the grievance shall be deemed settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step, if any. Time limits for the processing of any grievance may be extended at any time by written mutual agreement of the parties.

Section 22.05 Expedited Procedure

The time limits set forth throughout this procedure shall be in effect except as to those grievances involving the Employer's action in the case of a disciplinary suspension, discharge or layoff from work, when the grievance shall be filed within three (3) business days after the employee or the Union knew of the action.

Section 22.06 Costs of Arbitration

The fees and expenses for the arbitrator's service and a copy of the arbitration hearing transcript for the arbitrator, if any, shall be borne equally by the Employer and the Union. Each party shall be responsible for its own copy of the transcript.

ARTICLE 23 SAVING 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 legislator, the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE 24
GENDER DISCLAIMER**

Whenever the female gender is used in this Agreement, it shall be understood to also mean male gender.

**ARTICLE 25
CUSTODIAN OF THE RECORDS**

The Employer shall establish and maintain records showing length of service, record of attendance and compensation allowed for time off for each employee.

**ARTICLE 26
MILITARY SERVICE**

Employees drafted into or who enlist in the military service shall be eligible to return to the position vacated within ninety (90) days of discharge and his or her seniority shall be considered continuous, in accordance with 330 ILCS 60. However, nothing herein is intended to prevent the employee so affected by military service from claiming his or her full rights and benefits under any other existing Federal or State law or any Federal or State law that may have been amended during the term of this agreement.

**ARTICLE 27
WAGES**

Section 27.01 Wages per hour

May 1, 2016 to April 30, 2017	\$20.10/hr
May 1, 2017 to April 30, 2018	\$20.55/hr
May 1, 2018 to April 30, 2019	\$21.01/hr
May 1, 2019 to April 30, 2020	\$21.48/hr

Section 27.02 Longevity

As recognition for good and faithful service, the following amounts will be added to qualifying employees' hourly base pay "non-cumulative".

<i>After 5 years of service</i>	- \$ 832.00
<i>After 10 years of service</i>	- \$1,560.00
<i>After 15 years of service</i>	- \$2,080.00
<i>After 20 years of service</i>	- \$2,704.00
<i>After 25 years of service</i>	- \$3,016.00

ARTICLE 28 DURATION

This contract shall be in full force and effect for a period of four (4) years beginning *May 1, 2016*, through *April 30, 2020*. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, not less than sixty (60) days before its termination that the party desires to modify or terminate this Agreement.

In the event such notice is given, negotiations shall begin no later than fifteen (15) days after the date of such notice. All requests for changes to the contract shall be exchanged in writing at the first scheduled meeting of said negotiations.

ARTICLE 29 MISCELLANEOUS PROVISIONS

Section 29.01 Agreement

This Agreement supersedes all previous agreements and understandings between the parties hereto and constitutes the entire contract between the Employer and the Association. Changes in or amendments to the terms of this Agreement may be made at any time by mutual agreement of the Employer and the Association. When amendments or revisions are so made, they shall be reduced to writing and executed in the same manner as this Agreement.

Section 29.02 Drug-Free Workplace Policy

See Attachment 29.02

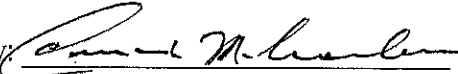
This Agreement is executed by the Mayor of the City of Edwardsville and attested by its City Clerk, all pursuant to authority granted by the City Council of the City of Edwardsville on the 16th day of February 2016.

For the Employer:

City of Edwardsville

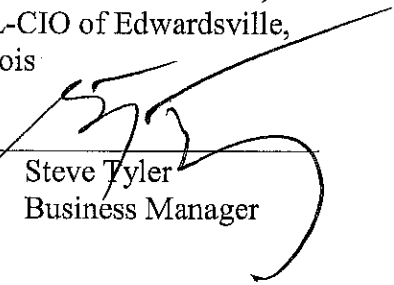
By: 
Hal Patton, Mayor

Attest:

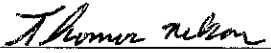
By: 
Dennis W. McCracken, City Clerk

For the Union:

Local Union 397 of The
Laborers' International
Union of North America,
AFL-CIO of Edwardsville,
Illinois

By: 
Steve Tyler
Business Manager

City Employee Union Representative

By: 
THOMAS NELSON
[print name]

Attachment 29.02

DRUG-FREE WORKPLACE POLICY

In compliance with the state and federal Drug Free Workplace Acts, 30 ILCS 580/1, et seq. and 41 U.S.C. §701, *et seq.*, the following statement shall be furnished to employees:

- A. All employees are hereby notified that the manufacture, distribution, dispensation, possession or use of illegal drugs is prohibited on property owned or controlled by the City of Edwardsville or in any place where duties of employment are being performed. Violations of this prohibition will subject employees to disciplinary action in accordance with the applicable law, regulations, or bargaining agreement having the force of law. As a condition of employment on any federal grant or contract, the employee will abide by the above terms and shall notify the City of any criminal drug statute conviction for a violation thereof not later than five (5) days after such conviction.
- B. The Mayor directs that a drug-free awareness program be established as a component of already existing employee assistance programs, and that such program inform employees about the dangers of drug abuse in the workplace, the City's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Each employee to be engaged in the performance of a federal grant or contract shall be given a copy of the statement set forth in paragraph "A" above.
- D. The City will notify the granting or contracting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee pursuant to the last sentence of the statement set forth in paragraph "A" above.
- E. A designated employer representative shall require of any employee who is so convicted to complete the satisfactory participation in a drug abuse assistance or rehabilitation program or, in accordance with applicable City personnel policies, may impose a sanction on such employee.
- F. The City will make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.
- G. The Department heads are hereby directed to develop, as necessary, more detailed regulations dealing with the further implementation of the Acts. Those regulations shall be effective upon approval by the Mayor.