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ILLINOIS FOP LABOR COUNCIL

and

CITY OF FAIRVIEW HEIGHTS

Patrol Officers

May 1, 2017 to April 30, 2020

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AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2017, between the City of Fairview Heights (hereinafter referred to as the “City”) and the Fraternal Order of Police Fairview Heights Lodge #217 and the Illinois F.O.P. Labor Council (hereinafter referred to as the “Union”).

WITNESSETH

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and other conditions of employment; to achieve and maintain harmonious relations between the City and the Union; to increase the efficiency and productivity of employees in the Police Department 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;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE I - RECOGNITION AND REPRESENTATION

Section 1.1. Recognition and Appropriate Bargaining Unit

The City recognizes the Union as the sole and exclusive representative for all full-time employees in the appropriate bargaining unit as to matters concerning their wages, hours, and terms and conditions of employment. For purposes of this Agreement, the appropriate bargaining unit shall consist of all sworn peace officers in the Fairview Heights Police Department below the rank of Sergeant, and shall exclude sworn officers in the rank of Sergeant and above, managerial, confidential, and supervisory employees, elected officials, civilian employees, and all other persons excluded by the certifications of representative in Illinois State Labor Relations Board Case No. S-RC-88-4 and/or by the Illinois Public Labor Relations Act.

Section 1.2. Probationary Period.

The probationary period shall be eighteen (18) months of continuous service since the employee’s last date of hire as a sworn officer in the Fairview Heights Police

Department. During the probationary period, a probationary employee shall not acquire seniority and may be disciplined, laid off, or otherwise dismissed at the sole discretion of the City, with respect to which the employee shall have no recourse. An employee shall be credited with seniority, retroactive to the date or adjusted date of employment with the City, at the conclusion of his probationary period.

Should a probationary employee be unavailable for full duty status the City may, at its discretion, toll the running of the probationary period until the time at which the employee returns to full duty status.

Section 1.3. Minimum Length of Service.

New hires will be required to sign an agreement pledging to a minimum of three (3) year's length of employment as part of the City's conditional offer of employment. Upon hire, the officer will execute a promissory note pledging repayment of costs associated with the officer's hire, training and other associated costs made on his or her behalf. If the officer voluntarily leaves the force prior to fulfilling the three (3) year commitment, the officer will be required to reimburse the City on a pro-rata basis based on length of employment.

The promissory note will specify a specific dollar amount. The dollar amount will be based on actual non-reimbursed or non-subsidized costs associated with the hiring, training and other related expenses. Such amount will exclude the officer's and other training officers' wages and benefits; uniforms and equipment; and, state or federal reimbursed or subsidized costs to the Employer. The pro rata amount will be determined on the basis of one-thirty-sixth (1/36) of the total specific dollar amount for each month left from the date the officer left employment until the end of the three (3) year commitment.

Section 1.4. Residency Requirement.

Employees, as a condition of continued employment, shall be required to live in Illinois within a 25 mile radius of the Fairview Heights Police Department. New employees shall be required to comply with the residency requirement within their first 12 months of employment. Nothing in this section shall make the residency requirement more restrictive than the policy in place at the time of an officer's hiring.

ARTICLE II - DUES DEDUCTION AND FAIR SHARE

Section 2.1. Union Dues.

With respect to any officer on whose behalf the City receives written authorization in a form agreed upon by the Union and the City, the City shall deduct from the wages of the officer the dues and/or financial obligation uniformly required and shall forward such deductions to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the City by the Union. The Union shall advise the City of any increase in dues, in writing, at least thirty (30) days prior to its effective date. Authorization for such deduction shall be irrevocable unless revoked by written notice to the City and the Union during the fifteen (15) day period prior to the expiration of this Agreement.

Section 2.2. Fair Share.

Any present officer who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of collective bargaining and contract administration, as certified to the City by the Union. Any officer hired on or after the effective date of this Agreement who has not made application for membership shall, on or after the thirtieth (30th) day following his date of hire, also be required to pay a fair share as defined above. Monthly fair share fee deductions shall be made at the time and in the manner described in Section 2.1, provided that:

- (1) The Union has certified to the City that the affected officer has been delinquent in his obligation for at least thirty (30) days;
- (2) The Union has certified to the City that the affected officer has been notified in writing of his financial obligation as set forth in this Article and of the manner in which the Union has calculated the fair share fee;
- (3) The Union has certified to the City that the affected officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the

Union for the purpose of determining and resolving any objections the officer may have to the fair share fee.

Section 2.3. Fair Share Objection Procedure.

The Union agrees to assume complete responsibility for insuring full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Accordingly, the Union agrees to do the following:

- (1) Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
- (2) Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee. The procedure established by the Illinois State Labor Relations Board is hereby declared to be the procedure for resolution of fair share fee objections. To the extent possible, objections shall be consolidated for the purposes of hearing.
- (3) Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fees to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 2.4. Union Indemnification.

The Union hereby indemnifies and agrees to hold the City 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 City for the purpose of complying with the provisions of this Article.

Section 2.5. Bargaining Unit List.

The Union may request and the City shall provide the Union with a complete list of the names and addresses of bargaining unit officers, provided that the City shall not be required to furnish such a list more than once per payroll period.

ARTICLE III - NO DISCRIMINATION

Section 3.1. Union Activities.

There shall be no discrimination, restraint, or coercion by the City or the Union for or against any employee because of membership or non-membership in the Union.

Section 3.2. Prohibited Criteria.

In accordance with applicable Federal and State law, neither the City nor the Union shall discriminate against any employee covered by this Agreement because of age, race, color, sex, creed, national origin, or marital status. Claims of discrimination under this Section are not subject to the grievance procedure contained in this Agreement but rather through the appropriate local, state or federal agency.

Section 3.3. Gender.

The use of the masculine pronoun in this or any other document executed jointly by the parties is understood to be for clerical convenience only and shall be deemed to include the feminine pronoun as well, unless the context clearly requires otherwise.

ARTICLE IV - MANAGEMENT RIGHTS

The City shall retain the sole right and authority to operate and direct the affairs of the Police Department in all its various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. Among the rights retained by the City are the City's right to direct and schedule the working forces; to plan, direct and control all the operations and services of the Police Department; to schedule

and assign work; to assign overtime; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to establish work and productivity standards and, from time to time, change those standards; to discharge and discipline employees for just cause; to make and enforce reasonable rules and regulations, including, but not limited to, rules and regulations governing disciplinary standards and procedures and any and all regulations implementing decisions, rules, standards and procedures adopted or promulgated by the Fairview Heights Fire and Police Commission; to take reasonable steps to comply with the requirements of the Americans with Disability Act; provided, that the provisions of this Article shall be interpreted and applied in a manner which is consistent with the express provisions of the other articles of this Agreement.

ARTICLE V - NO STRIKE

Section 5.1. Prohibited Conduct.

Neither the Union nor any of its officers or agents, nor any employee, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, "work to rule" action, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, picketing, refusal to cross any picket line in the line of duty, or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City, subject to the right to arbitration under Article 6.

Section 5.2. Resumption of Operations.

In the event of action prohibited by Section 5.1, the Union immediately shall act to disavow such action and to demand that the officers return to work, and shall use its best efforts to achieve a prompt resumption of normal operation. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section 5.2.

Section 5.3. Penalty.

The only matter which may be made the subject of a defense at an arbitration proceeding concerning disciplinary action imposed for an alleged violation of Section 5.1.

is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 5.4. Judicial Restraint.

Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages (to the extent permitted by Section 5.2) in the event the other party violates this Article.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 6.1. Definition.

A grievance is defined as a dispute or difference of opinion between an employee and the City with respect to the meaning or application of the terms of this Agreement which involves, as to the grievant, an alleged violation of an express provision of this Agreement. The parties recognize that certain disputes pertaining to such matters as promotion fall within the exclusive jurisdiction of the Fairview Heights Board of Fire and Police Commissioners. Accordingly, the parties agree that no grievance may be filed or processed with respect to any dispute or matter falling within the statutory jurisdiction of the Board of Fire and Police Commissioners. All other grievances shall exclusively be handled in accordance with this Article VI, and employee filing the grievance or the Union shall be deemed to have waived any right they may have to appeal to the Board of Fire and Police Commissioners.

Section 6.2. Procedure.

The parties agree that, normally, attempts should be made to resolve grievances without recourse to the formal grievance procedure. To this end, an employee who believes he has a grievance should talk directly with his supervisor during his shift in an attempt to resolve the problem or dispute prior to utilizing the formal grievance procedure. The supervisor shall notify the employee of his decision on the matter as soon as possible, but no later than three (3) business days after discussing the matter with the employee. It is agreed that settlements or withdrawals of any problem or dispute at this stage shall not constitute a precedent in the handling of other pre-grievance problems or disputes. If the matter is not resolved at this stage, however, and a grievance is filed, the parties agree to act in good faith to attempt to resolve the grievance promptly and expeditiously, and in accordance with the following procedure. In matters of discipline issued by the Chief of Police to a non-probationary police officer, any grievance shall proceed directly to Step 5, with the time to file notice of intent to arbitration filed with the Chief of Police within fourteen (14) days of the date the discipline was issued.

STEP 1

A grievance shall be submitted in writing, signed by the employee or employees presenting it, and delivered to the Union representative within ten (10) calendar days after the date of the occurrence or event giving rise to the grievance. The Union representative shall make sure the grievance is in proper form and sign and date it. The Union representative shall then immediately forward the grievance to the Union Grievance Committee. The Union Grievance Committee shall have the right to reject any grievance which, in its opinion, is not valid. Within seven (7) calendar days of the presentation of the grievance to the Union representative, the Union Grievance Committee will render its opinion in writing as to the validity of the grievance and forward a copy to the grievant(s). The Union will keep a copy of the grievance for its own records.

STEP 2

Within seven (7) calendar days from his receipt of the Union Grievance Committee's opinion in Step 1, an employee wishing to proceed with a grievance which the Union Grievance Committee considers to be valid shall inform the Union representative, who will provide the appropriate Lieutenant or his designee with a copy of the grievance together with a copy of the Union Grievance Committee's opinion on validity. Upon receipt of copies of the grievance and opinion, the Lieutenant or his designee shall schedule a meeting which one of them shall attend along with the grievant(s), the Union representative, a representative of the Union Grievance Committee, and such other persons, including the grievant's supervisor, as the Lieutenant or his designee may deem necessary or appropriate. Said meeting shall be held within seven (7) calendar days after the Lieutenant or his designee receives a copy of the grievance and opinion. At this meeting, the parties will discuss the facts of the grievance as they relate to pertinent provisions of this Agreement in an attempt to resolve the grievance. If the grievance is not resolved at this meeting, the Lieutenant shall give the written Answer of the City within seven (7) calendar days of the meeting, and the parties shall proceed to Step 3.

STEP 3

If the grievance is not resolved in Step 2, the Union shall, within seven (7) calendar days from the date of the Step 2 answer, file a written appeal to the Chief of Police. The Chief or his designee shall review the appeal, the Answer at Step 2, and all pertinent documentation submitted in support of or in opposition to the grievance. If he deems it appropriate, he may schedule a meeting to be attended by such persons as the Chief deems appropriate and to be held within seven (7) calendar days of receipt of the appeal, in order to hear further evidence or arguments. Within seven (7) calendar days of his receipt of the grievance or within seven (7) calendar days of the date of the meeting, whichever is later, the Chief shall give the written Answer of the City in Step 3, and the parties shall proceed to Step 4.

STEP 4 If the grievance is not resolved in Step 3, the Union shall, within five business days from the date of the Step 3 answer, file a written request to meet with the Personnel Committee of the City Council with a copy of this request being forwarded to the Chief of Police. The Personnel Committee shall schedule a hearing on the grievance to take place within fourteen (14) calendar days from the date of the Union's request for same. Each side shall be entitled to present any and all relevant documents and present and question any persons familiar with the facts of the grievance. The hearing shall be closed unless the City and the Union mutually agree otherwise. Within fourteen (14) calendar days after the hearing, the Personnel Committee shall render a written decision on the grievance. Copies of the decision shall be sent immediately to the Police Chief and the Union.

STEP 5 If the grievance is not resolved in Step 4, the Union may, within fourteen (14) calendar days from receipt of the written decision of the Personnel Committee, or in the case of discipline by the Chief of Police, within fourteen (14) calendar days from the date the written notice of discipline was issued to the non-probationary police officer, file a written notice of intent to appeal to arbitration with the Chief of Police or his designee.

Section 6.3.

Nothing contained herein shall be construed to circumvent the right of an employee to take a grievance up with the Employer and have the same settled without the intervention of the Union; provided settlement is not inconsistent with any of the provisions of this Agreement, and further provided the Union has been given the opportunity to have a representative present at the time of the settlement.

Section 6.4. Time Limits.

Grievances shall be raised and settlements attempted promptly. Accordingly, if a grievance is not raised within the time limit set forth in Section 6.2, Step 1, above, the grievance shall be deemed to have been "waived," and shall not be processed further. Similarly, if a grievance is not filed or appealed to any step of the grievance procedure or to arbitration within the time limits set forth in the various steps outlined in Section 6.2, it shall be considered to have been waived or settled on the basis of the City's last answer. If the City does not answer a grievance at any step of the grievance procedure within the time limits specified in Section 6.2, the grievance shall be automatically advanced to the next step of the grievance procedure. Any of the limits referred to in this Section may be extended by mutual agreement in writing, not to exceed thirty (30) days. The time limits regarding matters of discipline issued by the Chief of Police shall be as set forth in Section 6.2, step 5 only.

Section 6.5. Selection of the Arbitrator.

If the Union elects to appeal a grievance to arbitration pursuant to Section 6.2, Step 5, the parties shall first attempt to agree upon an arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator within ten (10) business days of the appeal to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS), or such other source of arbitrators as may be mutually agreed upon by the parties, to submit a panel of five (5) or seven (7) arbitrators. Unless the provider of the arbitration panel mandates a different procedure, the arbitrator shall be selected by an alternate striking procedure, with the party making the first strike to be determined by the flip of a coin. Each party retains the right to reject one panel in its entirety and request a new panel, and the parties may mutually agree to utilize a different source of arbitrators if the source initially agreed upon does not provide satisfactory service or a satisfactory panel of arbitrators, or if its mandated arbitrator selection procedures are not in accord with the method of selection favored by the parties for the arbitration in question.

Section 6.6. Hearing Procedure.

Arbitration hearings shall be held at Fairview Heights City Hall unless the parties mutually agree in writing to a different site. No more than one grievance shall be submitted for determination by the arbitrator except by written agreement to the contrary; provided, that if more than one grievance arose out of the same factual situation, the grievance may be presented to the arbitrator at the same hearing. At the arbitration hearing, each side shall be afforded the opportunity to be represented by representatives of its own choosing, to state a position and to present witnesses on its behalf. Joint expenses of arbitration (including the fees and expenses of the arbitrator and the cost, if any, of the hearing room) shall be divided equally between the City and the Union. Each party, however, shall be responsible for compensation of its own representatives and witnesses.

Section 6.7. Authority Of the Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him by the parties at the hearing and shall have no authority

to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law, or applicable rule and regulations of government agencies, other than the City, having the force and effect of law. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision shall be based solely upon his interpretation of the meaning or applicable of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. Consistent with these provisions the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable. The award of the arbitrator shall be final and binding.

ARTICLE VII - SENIORITY

Section 7.1. Definition.

For purposes of this Agreement, seniority for non-probationary employees shall consist of continuous accumulated paid service with the City as sworn officers in the Police Department, subject to the provisions of this Article. Seniority is to be distinguished from longevity, which shall mean continuous accumulated paid service with the City by police officers, including prior service in a non-sworn capacity.

Section 7.2. Termination of Seniority.

Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is lawfully discharged; or
- (c) is absent for three (3) consecutive work days without notifying the City; or
- (d) is laid off and fails to report for work within fourteen (14) calendar days after written notice recalling him has been sent by certified mail to his last known address; or
- (e) does not report for work within three (3) work days after the termination of an authorized leave of absence; or
- (f) is laid off for a period in excess of two (2) years or a period equal to his seniority, whichever is less; or

(g) retires.

It is further agreed that terminations under Sections (c) and (e) above will be subject to due process consistent with the terms of this Agreement.

Section 7.3. Seniority Non-Accumulation.

Seniority shall not accumulate during unpaid leaves of absence in excess of ten (10) work days in a calendar year, except as provided in Section 10.2. An employee's seniority date shall be adjusted to reflect non-accumulated time.

Section 7.4. Seniority For Same Day Hires.

If two employees are hired on the same day, seniority shall be determined by reference to their relative ranking on the Fairview Heights Fire and Police Commission's eligibility list, the higher ranking indicating the greater seniority.

Section 7.5. Seniority List.

The Police Department's seniority list shall be updated annually on January 1 of each year, and copies of the list shall be provided to the President of the Union.

ARTICLE VIII - HOURS OF WORK AND OVERTIME

Section 8.1. No Guarantee.

This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week; provided, that this Section shall be interpreted and applied in a manner which is consistent with Article XV and the other sections of this Article VIII.

Section 8.2. Regular Duty Hours.

The normal duty hours for patrol officers are one hundred seventy and one-third (170-1/3) hours, including briefing time, within a work period of twenty-eight (28) days, consisting of fourteen (14) duty days of twelve (12) consecutive hours each within that work period. The normal duty hours for bargaining unit members not assigned to the patrol division are one hundred seventy-one and 2/10th (171.2) hours within a work period of twenty-eight (28) days, consisting of sixteen (16) eight (8) hour duty days and four (4) ten (10) hour duty days within that work period. The normal duty day shall include an

allowance of forty-five (45) minutes as a meal break for patrol officers working ten (10) or twelve (12)-hour shifts and an allowance of thirty (30) minutes as a meal break for bargaining unit members assigned to duties outside the patrol division. Officers will work or use authorized leaves totaling 2,220 hours per year. Officers shall be compensated for 36 straight time hours per year to pay for briefing time for officers. Effective January 1, 2013, officers will be compensated for 2,308 hours per year, which equals 2,184 hours of work, plus 36 hours briefing time, and 88 hours of holiday straight time pay, as described in Section 12.2 of this agreement.

Nothing in this Section shall be construed as prohibiting the Department from changing the Departmental work schedule, or from establishing special units not conforming to the schedules set forth above, provided that the City provides the Lodge with at least thirty (30) days advance notice of the proposed change and an opportunity to bargain over and reach agreement on the proposed change.

It is understood that an officer's assigned duty schedule is subject to modification to accommodate illness, vacations, unusual occurrences or emergencies, special details, and holidays when full staffing is not required to meet the police service needs of the City. Except as provided above and unless mutually agreed otherwise, regular days off will not be changed without thirty (30) days' prior notice, unless the absence is due to occupational injury.

If an officer is off of work for any reason thirty (30) consecutive calendar days, the officer will automatically assume an administration schedule beginning on this 31st day, and the 30 day notice will not be required, unless the absence is due to occupational injury.

Section 8.3. Basis For Computing And Payment of Overtime.

Overtime compensation shall be based on one and one-half (1 ½) times the officer's straight-time hourly rate of pay and shall be paid for hours actually worked in excess of the officer's assigned duty schedule (including all hours on pay status) and/or as required by law. It is understood that an officer's assigned duty schedule is subject to modification to accommodate illness, vacations, unusual occurrences or emergencies, special details, and holidays when full staffing is not required to meet the police service

needs of the City. Except as provided above and unless mutually agreed otherwise, regular days off will not be changed without thirty (30) days' prior notice.

For purposes of computing overtime, the regular straight-time hourly rate shall be computed by dividing the officer's annual base salary plus longevity plus education by 2,220. Effective January 1, 2013, the regular straight-time hourly rate shall be computed by dividing the officer's annual base salary plus longevity plus education by 2,308.

Section 8.4. Compensatory Time.

In lieu of overtime payments in cash, an officer may accumulate and use compensatory time off per calendar year subject to the following conditions: (1) an officer may accumulate and may use up to a maximum of eighty-four (84) hours of compensatory time off per calendar year; (2) an officer may earn up to an additional eighty-four (84) hours of compensatory time consistent with the eighty-four (84) hour accumulation maximum for use during the next calendar year; and (3) each officer must maintain a balance of at least twelve (12) hours of compensatory time at all times. Compensatory time shall be earned at the rate of one and one-half (1½) hours for each overtime hour worked. Above the eighty-four (84) hour compensatory time accrual limit, all compensation for overtime worked in that calendar year shall be earned and paid as provided in Section 8.3.

Bargaining unit members shall be required to acquire a balance of at least twelve (12) hours of compensatory time. Should a member's compensatory balance fall below the twelve (12) hour limit, the member shall, whenever possible, earn compensatory time in lieu of overtime, provided that the eighty-four (84) hour accrual cap as described in the paragraph would not be exceeded.

Compensatory time off shall be scheduled and used in accordance with the police department rules and subject to approval of supervision. No more than twenty-four (24) hours of compensatory time off may be scheduled in conjunction with either one primary vacation pick or one secondary vacation pick. Once primary and secondary vacation request due dates have been passed and vacations approved by management, a member may request up to an additional twenty-four (24) hours of compensatory time off to use with one primary or secondary vacation pick by the employee other than the period

to which compensatory time has already been attached, and such request will not be denied without reason.

Employees assigned to special task force units while on assignment are exempt from eighty-four (84) hour comp time limitation, however, upon their return to the City, they may not return with more compensatory time than they had accrued on the date of their transfer to the unit. Employees will not lose comp time due to being required to report back to the City on short notice. This section shall not apply to employees temporarily assigned to the greater St. Louis Metropolitan Major Case Squad.

Section 8.5. Call-Back.

A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Employees shall receive a minimum of two (2) hours work or pay at the applicable overtime rate. Employees called more than once during the same-two-hour period shall only be paid for two (2) hours work or pay at the applicable overtime rate.

Section 8.6. Court Time.

An employee who is required to attend court at a time which does not continuously precede or follow his regularly scheduled working hours shall receive a minimum of two (2) hours' pay at the overtime rate.

Section 8.7. Training Schedules.

In accordance with present practice, when an officer is sent to receive training in accordance with a schedule that does not conform to his regular duty schedule, his duty schedule for the period of the training shall be adjusted so that his duty hours for the training period, including training time and travel time to and from the training site, are equal to the hours he would have worked in accordance with his regular duty schedule but for the training program. For example, an officer who attends 40 hours of training during a week when he is scheduled to work 24 hours will be given 16 hours of time off later in the same 28-day work period, while an officer who attends 40 hours of training during a week when is scheduled to work 60 hours will be assigned 20 hours of work, in addition to the training time, that week or later in the work period.

Bargaining unit members who are scheduled to attend in house training on their scheduled days off will be compensated by adding hours to their compensatory bank at a straight rate equal to the number of hours in attendance of in house training.

Section 8.8. Reimbursement of Expenses for Training.

Officers scheduled for training shall be eligible for expense reimbursement pursuant to the provisions of Section 22B of the Personnel Code, as it existed on May 1, 2004 (attached as an appendix to this Agreement) with the following exceptions: Officers will not be eligible for reimbursement of meal expenses for training held anywhere in Madison or St. Clair Counties, unless such training requires an overnight stay. Officers attending basic academy training shall have their meals paid for by the Employer. Effective upon ratification, the Employer shall only be required to pay for lunch for employees attending SWIC for their basic training academy.

Section 8.9. No Pyramiding.

There shall be no duplicating or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

Section 8.10. Overtime Procedures.

The Employer shall make efforts to fairly administer overtime throughout the bargaining unit. The Chief of Police, or his designee, shall have the management right to require overtime work and officers may not refuse overtime assignments. The Parties also agree that: 1) there are times when the Employer has an urgent need to assign overtime; 2) there are times when specific individuals should receive specific overtime assignments; 3) there are times when overtime may be restricted by the Employer; and 4) that there are times when overtime opportunities may be made available to all sworn members of the Department. Subject to the following procedures, the parties agree that overtime shall be distributed as equally as possible among those bargaining unit employees qualified to perform the work.

The parties recognize that bona-fide emergency circumstances (i.e. natural disaster, act of terrorism, or similar catastrophic event) may occur necessitating the

management right to assign overtime in an urgent manner outside of the process described below and subject to paragraph A(3) below.

With the exception of DEA Sponsored, HMI, CMVI and Interdiction overtime, voluntary overtime opportunities shall be filled as follows:

A) Voluntary Process:

- 1) The Employer shall post all known voluntary overtime opportunities, including grants, as far in advance as practical, but in no case will such opportunities be posted more than three (3) months on advance. This shall not apply to extra-duty assignments (i.e. Cinema, St. Clair Mall, non-overtime slots at the Theatre, seasonal extra-duty.) The posting shall be located on the Special Duty Bulletin Board or other mutually agreeable location;
- 2) At the monthly sign up, all sworn employees who both choose to participate and are qualified to do so based on assignment, may sign up for vacancies one slot at a time on the basis of seniority either by being physically present at the sign-up or by proxy. Members on approved paid leave and for those on duty at the time of the scheduled time of sign up shall be allowed to submit their requests through by proxy. Proxies shall be provided to the supervisor assigned to administer the overtime sign-up program;
- 3) Following the seniority selection process described in paragraph (2), all remaining overtime vacancies shall be available for selection on a first-come, first-serve basis regardless of seniority for no more than fourteen (14) days and no less than seven (7) days unless time is of the essence;
- 4) A supervisor may deny an officer a voluntary overtime opportunity for valid reasons, which shall be provided to the officer. The officer may request, and the Employer shall provide the reasons for the denial in writing within a reasonable amount of time following the request. Any officer denied the opportunity to sign up for voluntary overtime pursuant to this Section shall have the right to appeal such denial to the Chief or his designee on an

expedited basis. The reasonableness of any final determinations to deny an employee the right to sign up for voluntary overtime opportunities shall be subject to the grievance procedure of the parties' agreement.

B. Involuntary Assignments:

- 1) Unfilled overtime opportunities that were subject to the voluntary bidding process may be filled by the Employer utilizing an involuntary overtime ladder on a rotating inverse order of seniority;
- 2) The initial involuntary overtime ladder will initially be established in an inverse order of seniority. The Employer will start involuntary assignments at the top of the list. If the person at the top of the list is not available due to an excused absence or because he or she is already working, then his or her name will remain at the top of the list and the next available person on the list shall be assigned the overtime.
- 3) An employee who volunteers for an overtime assignment that may be subject to being involuntarily assigned shall have his or her name, where it appears highest on the ladder, moved to the bottom of the ladder.
- 4) Payment of overtime may be taken in either cash or compensatory time at the employees' choosing provided that the overtime is paid from the General Fund.

C. Trading of Shifts:

- 1) An employee may arrange for another qualified employee to work an overtime assignment, subject to supervisory approval (which shall not be unreasonably denied.)
- 2) No employees shall receive any compensation from other employees or anyone acting on their behalf in exchange for accepting or for giving up an overtime assignment. Any abuse of this provision may result in the employee(s) being denied future opportunities to allow others to cover his/her overtime assignments.

ARTICLE IX - SICK LEAVE

Section 9.1. Accumulation And Use of Sick Leave.

Upon the completion of six (6) months of satisfactory service following initial employment, sick leave shall be granted to an employee who contracts or incurs an illness or injury (other than "moonlighting" injuries, as defined in Section 9.3, or on-the-job injuries covered by Workers' Compensation statutes) which renders such employee unable to perform the duties of his employment or other work offered to the employee by the City. Sick leave benefits shall be paid for absences due to pregnancy disability in the same manner they are paid for other disabilities.

No sick leave shall be allowed where sickness is feigned, in the opinion of a medical doctor selected and paid for by the City based upon reasonable suspicion of abuse of sick leave; where sickness continues as a result of an employee's failure to cooperate fully with medical advice and/or corrective therapy; or when reasonable and required medical documentation is not provided certifying to the nature and specific days of sickness.

Beginning the first full month of the term of this Agreement, employees shall accumulate sick leave at the rate of ten (10) hours per month. Employees shall accumulate sick leave while working or while off work due to the following reasons: a) legal holiday; b) approved sick leave; c) vacation; d) workers' compensation; e) compensatory time off; f) authorized leave of absence with pay; and g) authorized leave of absence without pay ten (10) work days or less in one calendar year, except as provided in Section 10.2.

Employees may accumulate sick leave time to a maximum of one thousand five hundred sixty (1,560) hours. On January 1 of each year, the City shall buy back any unused sick leave greater than 1,440 hours in the employee's bank of sick leave hours from the prior year to return the sick leave balance to 1,440 hours. The hours shall be bought back at a rate of 50% of the employee's hourly rate of pay on the date paid out.

Section 9.2. Regulation of Use of Sick Leave.

An employee shall notify his immediate supervisor of an illness in accordance with procedures in effect at that time as soon as possible, but not less than one (1) hour before the time the employee is scheduled to report to duty.

The City may require medical evidence of an illness at any time upon reasonable suspicion of abuse of sick leave. The City will require medical certification of any sickness or disability after the fifth occurrence of sickness or disability in any year, when more than two (2) consecutive work days are missed or when more than ten (10) total work days are missed in a calendar year. The City shall establish reasonable standards of performance to be used by the physician in determining fitness of employees. The City may require the employee to report to a physician selected by the City to secure a medical certification of the illness and/or may require a medical certification of illness from the employee's physician. When an employee is required to provide medical certification from the City's physician, the costs of same shall be paid the City.

Any employee who fails to meet the requirements of this Section, abuses the sick leave program, files for sick days under false pretenses, or engages in gainful employment while on sick leave shall not receive pay and may be subject to disciplinary action. Sick days should not be considered to be a privilege; they are a fringe benefit which will be allowed only in case of the actual sickness or disability of the employee.

An officer who incurs five (5) or more instances (two (2) hours or more) of sick leave in a calendar year, who subsequently utilizes sick leave, is prohibited from leaving his residence or place of confinement while on sick leave except to obtain medical treatment or attention or at the direction of the attending physician.

Section 9.3. Use of Sick Leave.

Sick leave shall be charged to the employee's account on the basis of the number of hours in the employee's regular work day for each full regularly scheduled work day missed due to approved sick leave absence, with a minimum charge of one (1) hour. No sick leave shall be allowed for injuries incurred while "moonlighting" (i.e., engaging in gainful employment for an employer other than the City, including self-employment for compensation).

Bargaining unit members may utilize up to five (5) instances of sick leave (up to 1 day of sick leave per instance) per calendar year to care for sick immediate family members.

Section 9.4. Sick Leave Buyback.

Upon retirement with 20 years of service or more, employees will be reimbursed for accrued sick leave over 1,000 hours up to the cap of 1,560 hours. Such hours will be compensated at 50% of the final pay. At the employer's option, payment for reimbursement may be made in one payment upon retirement, or in two equal installments on July 1 and January 1 immediately following the date of retirement.

ARTICLE X - LEAVES OF ABSENCE

Section 10.1. Disability Leave (Non-Duty).

If a determination of permanent disability due to a non-duty illness or injury is made of an employee by a physician licensed to practice medicine in Illinois or Missouri, the employee, within a reasonable time no to exceed thirty (30) days of said determination, shall apply for disability pension or be separated from City employment. The City may at its expense reasonably require a physical or mental examination of an employee to determine disability. All employees will submit to said physical or mental examination upon at least ten (10) days written notification. If an employee does not meet requirements for a disability pension, but remains temporarily unable to perform the duties of a police officer, he will be allowed to use accumulated sick leave (subject to the provisions of Article IX), accrued vacation time, and any compensatory time off to which he may be entitled until such time as he is able to return to work. Thereafter, he shall be entitled to apply for a leave of absence without pay not to exceed ninety (90) days or a medical determination of fitness to return to duty, whichever comes first. Authorization for such unpaid leave will not be unreasonably withheld.

Section 10.2. Disability Leave (Duty).

An officer who is temporarily disabled as the result of sickness, accident or injury in the line of duty, shall be entitled to the benefits of 5 ILCS 345/1. Upon cessation of such benefits, the officer shall be considered to be on a leave of absence for the duration of such disability, not to exceed two (2) years from the date of disability, or until he is

determined to be permanently disabled or unable to perform his duties as a police officer for the City of Fairview Heights, whichever comes first. If upon expiration of the benefits provided by 5 ILCS 345/1, the officer does not meet the requirements for a disability pension, but remains temporarily unable to perform the duties of a police officer, he will be allowed to use accumulated sick leave, accrued vacation time, and any compensatory time off to which he may be entitled. Thereafter, he shall be given an unpaid leave of absence until a medical determination of fitness to return to duty or the expiration of the two (2) year period of leave, whichever comes first.

Section 10.3. Military Leave.

The Employer agrees to abide by State and Federal law as it relates to military employees and any and all rights and or benefits they may be entitled to under said law. The Employer may provide additional rights and/or benefits but will not provide fewer rights or benefits as required by State and Federal law.

Section 10.4. Bereavement Leave.

A member shall be permitted a maximum of three (3) working days of paid funeral leave due to the death of a family member. For the purpose of this policy, a "family member" shall be defined as a stepparent, brother, stepbrother, sister, stepsister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandparents-in-law, grandchild, and step-grandchild.

A member shall be permitted a maximum of five (5) working days of paid funeral leave due to the death of an immediate family member. For the purpose of this policy, "immediate family" shall be defined as spouse, daughter, son, mother, father, stepdaughter, and stepson.

If the member requires additional time off due to the death of any family member, or if the employee requires time off due to the death of a family member that does not qualify for bereavement leave, he/she may request use of sick leave in accordance with this agreement (not to exceed three (3) additional days).

Section 10.5. Jury Duty.

An employee who is called for jury duty shall be excused from work for days on which he is required to be available for such duty, and shall be paid the difference between his regular pay for such days and the payment he receives for jury service. The employee may be required to present proof of jury service and the pay received for such service. The employee shall be entitled to retain any expense allowance paid by the court for such service.

Section 10.6. Special Leave.

(a) In the event of extreme and unusual conditions, the Police Chief, with the approval of the Mayor, may authorize an employee to be absent with pay for personal reasons for a period not to exceed five (5) working days in any calendar year, provided that vacation time and any compensatory time off to which the employee may be entitled have been exhausted.

(b) The Mayor, with the advice and consent of a majority of the City Council, may authorize special leaves, with or without pay, and with or without insurance coverage, for any period or periods not to exceed one (1) calendar year for purposes that are deemed beneficial to the City, provided that vacation time and any compensatory time off to which the employee may be entitled have been exhausted.

Section 10.7. Family and Medical Leave Act (FMLA).

Employees will be covered under the City's FMLA policy in the same manner as all other employees and FMLA will run concurrently with other leaves or paid time off except that it is specifically agreed the City will not substitute vacation time for paid FMLA leave time off without the employee's agreement.

ARTICLE XI - WAGES AND BENEFITS

Section 11.1. Base Rates.

Employees shall be compensated in accordance with the wage schedules attached to this Agreement and marked as Appendices A-1, A-2 and A-3. Effective May

1, 2017 the base wage will increase 2.5%. Effective May 1, 2018 the base wage will increase 2.5%. Effective May 1, 2019 the base wage will increase 2.5%. Appendix A-1, A-2 and A-3 shall reflect those changes. All wage increases shall be retroactive on all hours paid.

Section 11.2. Longevity Increases.

Full-time employees who are rated as satisfactory or better shall be eligible for longevity increases upon completion of the following years of service and shall receive the higher of a) the longevity pay they were receiving immediately prior to the effective date of this Agreement, or b) longevity as determined in accordance with the following table:

<u>Step</u>	<u>Longevity (Years of Service)</u>	<u>% of Base</u>
1	Start	00
2	3	04
3	4	05
4	6	08
5	8	10
6	10	13
7	15	15
8	20	17
9	25	20*

Note: * - Step 9 is added to longevity steps effective May 1, 2011.

Section 11.3. Shift Premium.

Shift premium shall be paid to employees in accordance with applicable provisions of the city of Fairview Heights Personnel Code, as set forth in Resolution No. 925 –’82 (June 1, 1982) (Appendix B).

Section 11.4. Educational Incentives.

An employee shall receive \$3,700 annually over his base rate plus longevity for having attained a Bachelor’s degree in any area of study (Bachelor of Arts, Science, Laws, etc.), provided that this level of educational attainment includes successful completion of a minimum of twelve (12) semester hours in Law Enforcement with a grade of “C” or better.

An employee shall receive \$1,600 annually over his base rate plus longevity for having attained one of the following: a) the degree of Associate in Arts or General Studies in Law Enforcement; b) a degree of Associate in Arts or in General Studies in any field, with a minimum of twelve (12) semester hours in Law Enforcement subjects completed with a grade of "C" or better; c) or at least sixty (60) semester hours or the equivalent of formal schooling in Police Science or Police Administration, with a minimum grade average of "C". Employees hired prior to May 1, 1976 shall receive the educational incentive pay they were receiving immediately prior to the effective date of this Agreement, not to exceed \$3,700.

In no case shall educational advancement produce a salary increase of more than \$3,700 over base plus longevity. Thus, if an officer attains a B.A. degree, qualifying for \$3,700 incentive, after having previously received a \$1,600 incentive for having attained an A.A. degree, his salary shall be increased another \$2,100.

Section 11.5. Tuition Reimbursement.

The Employer shall reimburse Members for tuition and fees for courses related to the attainment of college degrees, up to a total of twenty thousand dollars (\$20,000) throughout the Member's tenure as a full time employee with the City of Fairview Heights, with the following provisions:

(1) The Employer will only reimburse tuition for one college degree for each college degree level, e.g. one associate's degree, one bachelor's degree, one master's degree, if applicable.

(2) Tuition will only be reimbursed for actual credit hour courses through accredited colleges and universities. Costs related to transfers of credits, proficiency credits, etc. will not be reimbursed. Costs for tuition and fees will be reimbursed at the rate in effect at Southern Illinois University – Edwardsville corresponding with the term or semester during which the member took the course(s) being reimbursed.

(3) The Member must declare the degree and major he is seeking and receive written permission from the Chief of Police to attain that degree. The degree must be from an accredited U.S. based college or university. The degree must be related to the Member's

work for the City. For master's degrees and above, the major shall only be in a field of management and/or administration, including but not limited to, business administration, management, emergency management, human resource management, public administration, etc.

(4) If the Member receives grants, scholarships, or tuition and fee costs covered by another entity, the Employer will not be obligated to reimburse the costs received as a result.

(5) In order to receive tuition reimbursement, the Member must complete the course with a grade of C or better.

(6) The Member shall apply for tuition reimbursement no later than 90 days following the completion of the college course for which he is seeking reimbursement.

(7) A Member must successfully complete and receive the specific degree declared within five (5) years of starting the first course in pursuit of that degree. The time to complete degree requirements may be extended for a set length of time with approval of and by the Chief of Police if extenuating circumstances interfere with the member's ability to complete the degree on time. Failure to successfully complete the courses and receive the degree within the time frame established relieves the Employer from paying for any further tuition and fees for any degree for the sergeant.

(8) The Member shall be required to execute a promissory note to repay at the time tuition expenses are paid by the City and to be bound by the terms of that note. (Appendix E).

Section 11.6. Service Awards.

Service awards for employees shall be governed by the provisions of the City of Fairview Heights Personnel Code, as set forth in Resolution No. 925 – '82 (June 1, 1982) (Appendix B).

Section 11.7. Clothing and Equipment.

Upon beginning his employment with the City, an employee shall receive an initial issue of uniforms and equipment. The City will pay the cost of repair or replacement of items of uniform and equipment so long as the employee exercises reasonable care in the maintenance of such items. If an item of uniform or equipment is lost or damaged as

a result of the employee's negligence, the employee may be required to replace the item at his own expense.

The City shall continue to pay in accordance with current policy the reasonable cost of cleaning of uniforms and suits or sports jackets, slacks and button down dress shirts worn for duty as detectives or undercover officers. Officers assigned to the Detective Bureau, will be entitled to a \$50.00 (fifty dollars) per month clothing allowance, to be paid quarterly, for the duration of their assignment. This clothing allowance is in recognition of plain clothes duty and is to be used for clothing and equipment utilized by detectives over and above the uniforms and equipment supplied to all police officers. The detective clothing allowance will be eliminated as of January 1, 2013.

Detectives shall be allowed to use a department-owned vehicle as a take-home car during those days and times when the detective is considered "on call," subject to provisions of the City's Personnel Code in effect as of the date of ratification of this agreement.

Section 11.8. Death Benefits.

The City agrees to defray all reasonable funeral and burial expenses, up to a maximum of \$3,000, for any officer who is killed in the line of duty.

Section 11.9. Annual Bonus.

Employees shall continue to receive an annual Christmas Bonus of one hundred and fifty dollars (\$150), to be paid on the first payday in December.

Section 11.10. Personal Items.

The City agrees to pay for the repair or replacement, as necessary, of an employee's eye glasses, contact lenses, prescription sun glasses, and watches (up to a value of \$150) or other items of personal equipment, if such items are damaged or broken while, during the course of the employee's duties, the employee is required to exert physical force or is attacked by another person. Any incident covered by this provision must be documented as soon as reasonably possible with the employee's immediate supervisor.

Section 11.11. Detective Cell Phone Stipend

Officers assigned to the investigations division as a general assignment detective or juvenile detective are required to carry a cell phone while on duty, to be used for business purposes. This cell phone is also intended for off duty contact by the department to call out a detective to return to duty. Officers assigned to the investigations division as a general assignment detective or juvenile detective shall be provided a monthly stipend to help offset the costs of cell phone service. The stipend shall be sixty dollars (\$60) per month, paid on a quarterly basis to the employee.

Section 11.12. Field Training Officer Pay.

Employees functioning as a Field Training Officer shall receive a stipend of \$1.00 per hour for each hour actually spent acting as a Field Training Officer in the patrol division in the company of and having responsibility for a probationary patrol officer assigned to Field Training. This stipend shall not be computed or considered a part of an officer's regular rate of pay. Effective upon the date of ratification of this agreement, Field Training Officer pay shall be increased to \$2.00 per hour.

Section 11.13. Acting Officer In Charge Pay.

In keeping with current department policy and practice, whenever a supervisor is not on duty or is assigned to other than normal supervisory duties, a non-ranking officer will be designated to act as the officer in charge.

Officers assigned to act in an officer in charge capacity shall be paid a stipend of Two Dollars (\$2) for every hour in which they act in this capacity. No stipend shall be provided to officers who may be assigned to lead or organize a specific detail nor shall a stipend be paid to an officer who may be assigned to a supervisory capacity while on special assignment away from the department.

Section 11.14. Canine Handlers.

1) Canine Assignment: The Employer agrees to assign an officer(s) the duties of dog handler during his/her duty hours subject to the management rights of the Employer to withdraw the assignment if the City Council decides to terminate the program for any reason, or if the Chief of Police determines that the officer is not efficiently

performing his/her assignment. In the event the program is terminated by the City, employees assigned as dog handler(s) shall be given the first opportunity to purchase the dog from the City at a fair and reasonable amount.

2) Reasonable Travel and Training Time: The parties agree that a reasonable time to provide for travel to and from work, and to provide housing, feeding, grooming, exercise and other miscellaneous daily care for the dog is forty-five (45) minutes per day. The parties therefore agree that:

- a) The canine officer's regular work shift time shall include, on his/her regular duty days, 45 minutes per day to travel to and from work and to provide housing, feeding, grooming, exercise, and other miscellaneous daily care for the dog, which time shall be scheduled at either the beginning or end of the officer's shift by the Chief of Police or his/her designee. In the event for any reason Chief of Police or his/her designee is unable to allocate the 45 minutes per day, the canine officer shall be paid overtime for additional time worked.
- b) The canine officer shall be paid overtime for 45 minutes per day for the above-stated purposes for each day that he/she is not on duty. On off-duty days when the canine officer may be called out for extra duty with the dog, he/she will be paid overtime according to regular departmental rules and regulations.
- c) The canine officer shall not receive the additional compensation as set forth in this agreement if the dog is kenneled or otherwise boarded and the officer is not required to provide care to the dog.
- d) The Chief of Police or his designee is authorized to allow additional on duty or off duty time, in his/her sole discretion, in the event of emergency or unusual events requiring additional time for the purposed stated.
- e) The canine officer agrees that in the event he/she is laid off work by the City as a police officer that he/she will provide travel, housing, feeding, grooming, exercise, and other miscellaneous daily care for the dog in exchange for payment by the City of his/her regular police pay for 45

minutes per day for as long as the City requires that he/she provide such care and services for the dog.

- f) Upon the retirement of the dog, the canine officer shall be permitted to purchase the dog for the sum of one (\$1.00) Dollar.
- 3) Officers assigned as canine handlers after the date of ratification of this agreement shall be compensated for both on duty and off duty grooming and animal care time by the granting of one (1) 12 hour day off per 28 day period. Any officers currently assigned as a canine handler at the time of ratification shall be compensated in accordance with the established agreement in place prior to ratification. Currently assigned officers will not be entitled to the day off compensation granted to new canine handlers.

ARTICLE XII - HOLIDAYS

Section 12.1. Holiday Observed.

The following shall be considered paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Thanksgiving Friday
Memorial Day	Christmas Day
Independence Day	

Section 12.2. Holiday Pay For Holidays Not Worked.

As each of the above holidays is observed, eligible employees who, as a function of their regular work schedules, do not work the holiday will be credited with eight (8) hours of holiday pay at their regular straight-time hourly rates of pay. For any officer that is not assigned to Patrol Division, if the holiday falls on a Saturday or Sunday, then the holiday will be celebrated on Friday or Monday.

Effective January 1, 2013, all officers will have eighty-eight (88) straight-time hours calculated into their base pay in anticipation of holidays occurring on a scheduled day off.

Should an officer work on a day recognized by State practice as the day on which one of the above holidays is celebrated, the officer shall be paid at one and one half (1 1/2) his regular hourly rate of pay in addition to his regular salary for the day.

The number of hours worked on a holiday, up to eight (8) hours, shall be deducted from the eight (8) hours of holiday off pay that was previously calculated into his base pay. This deduction shall not be considered a reduction in base pay for purposes of pension benefit calculations.

For any officer that is not assigned to the Patrol Division, if the holiday falls on Saturday or Sunday, then the holiday will be celebrated on Friday or Monday. Officers that are not assigned to the Patrol Division will continue to receive the holiday off, as in past practice. If an officer assigned to the patrol division requests and takes the holiday off, then the officer must use an available paid leave option, such as vacation, compensatory time off, or sick leave, in keeping with the other provisions of this agreement.

Section 12.3. Holiday Eligibility.

In order to be eligible for holiday pay, an employee must work his last scheduled work day prior to the holiday and his first scheduled work day after the holiday, unless the employee is absent due to authorized sick leave, leave of absence, vacation, compensable on-the-job illness or injury, or approved time off.

Section 12.4. Work On A Holiday.

(a) An employee who works on a day recognized by State practice as the day on which one of the above holidays is celebrated, shall be paid for that day at one and one-half (1 ½) times his regular hourly rate of pay, in addition to his regular salary for the day.

(b) An employee who works a shift which falls partly on the holiday and partly on a day other than the holiday in question shall be paid for hours actually worked on the holiday at the rate specified in a), above. In addition, if the hours actually worked on the holiday are less than eight (8), he shall be paid for the difference between eight (8) and the hours actually worked on the holiday at his regular straight-time hourly rate.

(c) If an employee works part of two different shifts on the holiday, and the parts total the hours worked by the employee on his normal shift, no straight-time pay differential is owed to that employee.

Section 12.5. Policy On Working Holidays.

If the City determines that full complement of employees is not required to meet the operational needs of the City on a holiday, the junior employee(s) on the shift who would have been scheduled to work but for that determination shall be given the day off unless a more senior employee who is scheduled to work that day requests the day off. If more than one (1) employee who is scheduled to work requests the day off, such requests will be considered in seniority order. Days off on holidays pursuant to this provision are without loss of salary but with no holiday pay.

ARTICLE XIII - VACATIONS

Section 13.1. Amount of Vacation.

Employees shall be entitled to a vacation with pay in accordance with the following schedule:

Years of Continuous Service
(Longevity)

Vacation

At least one (1) but less than five (5)	Eighty-four (84) Hours
At least five (5) but less than twelve (12)	One Hundred Twenty (120) Hours
At least twelve (12) but less than twenty (20)	One Hundred Sixty-Eight (168) Hours
At least twenty (20)	Two Hundred Four (204) Hours

Section 13.2. Vacation Eligibility.

Eligibility for vacations is governed by applicable provisions of the city of Fairview Heights Personnel Code, as set forth in Resolution No. 925 – '82 (June 1, 1982) (Appendix B).

Section 13.3. Vacation Pay.

For each period of vacation for which an employee is eligible pursuant to this Article, the employee shall receive vacation pay in an amount equal to his regular compensation for that period, exclusive of overtime. Vacations are earned and paid on the basis of full years of service; however, an employee is eligible for pro rata vacation

pay for the partial completion of his current year of service upon termination of his employment.

Section 13.4. Taking of Vacations.

To the extent that the necessary work to be performed permits, vacations shall be granted for the vacation periods requested by the employee (subject to Section 13.5) when approved by the Police Chief. In cases of a conflict of scheduled vacation dates, the employee with the greater seniority shall be given his choice, subject to reasonable Departmental rules governing staffing and coverage. After vacation picks have been made, an employee may change his vacation to another open time period for good cause and upon approval of the Police Chief, which approval will not be unreasonably withheld.

Section 13.5. Vacation Periods.

Employees shall select their vacation period as follows:

(a) Primary Vacation Periods:

- 1) Primary vacation periods must be submitted by March 1.
- 2) The maximum number of primary vacation periods allowed will be determined as follows:
 - A) 204 vacation hours – 5 primary vacation periods;
 - B) 168 vacation hours – 4 primary vacation periods;
 - C) 120 vacation hours – 3 primary vacation periods;
 - D) 84 vacation hours – 2 primary vacation periods.
- 3) Each primary vacation pick shall consist of a minimum of two (2) work day shifts.
- 4) Employees entitled to five (5) primary vacation periods must select one (1) primary vacation period of at least two (2) work day shifts in the months of January, February, March, April, or November.
- 5) Employees shall be allowed the use of up to 24 hours of vacation time in increments of less than one (1) day, only for use in attending college courses to attain a college degree.

(b) Secondary Vacation Periods, to consist of an employee's remaining vacation time after selection of his primary vacation periods:

- 1) Secondary vacation period selections must be submitted by April 1.
- 2) Employees will be allowed a maximum of three (3) secondary vacation period selections.
- 3) Each secondary vacation pick shall consist of a minimum of two (2) work day shifts, except for the last pick.

Section 13.6. No Accumulation.

Vacations must be taken in each calendar year and may not be accumulated, provided that an employee who defers his vacation into the next calendar year at the request of the City shall have first pick in the next calendar year with respect to the vacation time deferred, and provided further that an employee who is unable to take all of his earned vacation during the calendar year due to unforeseen circumstances peculiar to the nature of his employment with the City may take a deferred vacation upon receiving approval from the Chief of Police.

ARTICLE XIV - INSURANCE

Section 14.1. Group Health Insurance.

It is specifically agreed that effective upon the signing of this Agreement and for the remaining term of this Agreement, the City will pay 100% of the applicable employee-only premium and the employee will be responsible for 20% of the premium to cover their spouse, child and/or family with the City being responsible for the remaining 80% of the applicable premium.

Section 14.2. Dental Insurance.

It is specifically agreed that effective upon the signing of this Agreement and for the remaining term of this Agreement, the City will pay the premium cost of single-employee coverage and dependent coverage. Effective upon the signing of this Agreement, the City will pay 100% of the applicable employee-only premium and the employee will be responsible for 20% of the premium to cover their spouse, child and/or family with the City being responsible for the remaining 80% of the applicable premium for those employees electing to take such coverage, under the City's group dental insurance plan.

Section 14.3. Life Insurance.

The City will pay the premium cost of life insurance for each employee who opts to participate in the City's life insurance program for City employees.

Section 14.4. Insurance - General Provisions.

The following general provisions shall apply to the insurance program contained in this Article:

- (a) With respect to all insurance coverage provided to employees, the City retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remains substantially the same.
- (b) A difference between an employee or his/her dependent(s) or beneficiary and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for under this agreement. The City will, however, designate representatives who will be available for consultation with claimant employees (or with a designated Benefits Claim Representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.
- (c) The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or to the Union; nor shall such failure be considered a breach by the City or the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier(s) from any liability it may have to the City, Union, employee, dependents of employees or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier(s) shall be controlling in all matters pertaining to benefits there under.
- (d) Nothing in this Section 14.4 is intended to reduce the obligations of the City or the insurance carrier(s) with respect to established benefits under the insurance contract or policy.
- (e) In the event that any insurance policy provided to employees is cancelled through actions of the insurance carrier or provider, or in the event the Employer's insurance costs increase by twenty-five percent (25%) or more in any one (1) year, the Employer has the option of securing alternative insurance for the employees. The Employer will notify the Union of the insurance policy cancellation, cost increase, or benefit reduction within a reasonable time after the Employer first learns of the possibility of such action by the insurance provider. Should the Union notify the Employer of its desire to bargain over the impact of policy

cancellation, the securing of a new policy by the Employer, the Employer agrees to begin impact negotiations immediately. Should an impasse arise in such negotiations, it shall be resolved pursuant to the provisions of Article 19.

(1) Effective May 1, 2015 and for the remaining term of this Agreement, for employees electing to take coverage under the City's Group Health and Hospitalization Plan, the City agrees to be responsible for up to a total of Three hundred Seventy-five dollars (\$375.00) per employee per fiscal year towards the cost of prescription drug co-payments. Employees may submit valid receipts for reimbursement on April 1 and October 1 of each year.

- (f) City will implement a \$125 plan for the benefit of employees who contribute for their medical coverage.
- (g) The city may, at its option, in addition to the current insurance coverage being provided, offer an alternative health insurance option for bargaining unit members and dependents. Bargaining unit members and their dependents may voluntarily opt into and out of this alternative health insurance plan during the annual open enrollment period should they so choose. An Employee may change annually should they so choose. No employee shall be penalized for failing to opt into or opting out of any alternative health insurance plan.

Section 14.5. Insurance Advisory Committee.

The Employer agrees to establish a health insurance planning and advisory committee. The purpose of the committee is to review the operation of the health insurance plan, investigate ways to improve the health care program, and make effective recommendations for changes to the hospitalization program. The committee shall be comprised of equal numbers from each bargaining unit group within the City, other non-represented city employees, and individuals representing the Employer.

Section 14.6. National Health Insurance.

Should some form of National Health Insurance be enacted which results in increased insurance costs to the City or to the employees, or reduce benefit levels to the employees, then either the Union or the City may elect to reopen Article XIV only. Such negotiations shall begin within ten (10) days of the notice to reopen.

ARTICLE XV - LAYOFFS AND RECALLS

Layoffs and recalls shall be governed by the provisions of 65 ILCS 5/10-2.1-18.

ARTICLE XVI - BULLETIN BOARD

The City shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none is available for purposes of the Union.

ARTICLE XVII - LABOR-MANAGEMENT CONFERENCES

Section 17.1. Scheduling.

Labor-management conferences shall be conducted on a regularly scheduled day and time each calendar quarter to discuss items of mutual concern to the parties, including safety issues. By mutual agreement, of the parties, such conferences may be held at any time, and regularly scheduled conferences may be rescheduled or canceled. Agenda items shall be agreed upon in advance of each conference, and items may be added or deleted only by mutual agreement once the agenda is established.

Section 17.2. Limitation.

It is agreed that labor-management conference are exclusive of the grievance procedure and shall not be utilized as a forum for by-passing the grievance procedure. Pending grievances are not to be discussed in detail at such meetings.

Section 17.3. Absence from Work.

An employee desiring to be absent from work to attend a labor-management conference shall give reasonable notice to, and receive permission from, his supervisor before leaving his duty station. In the case of regularly schedule labor-management conferences, at least seven (7) days notice is required. Permission to attend such will not be unreasonably withheld, provided that no more than two (2) employees will be excused at any one time for such conferences and provided further that it is understood by the parties that such conferences are subordinate to the staffing needs of the Department and the requirements of police service to the citizens of Fairview Heights.

ARTICLE XVIII - UNIFORM PEACE OFFICERS' DISCIPLINARY ACT

Formal investigations and interrogatories of police officers shall be governed by applicable provisions of 50 ILCS 725/1, et seq. Nothing in this section is intended to or should be construed to waive employees' rights to Union representation during

questioning that the employee reasonably believes may lead to discipline as provided by applicable court precedent.

ARTICLE XIX - IMPASSE RESOLUTION

Impasses subject to Section 14 of the Illinois Public Labor Relations Act, 5 ILCS 315/1, et seq. shall be resolved in accordance with the provisions of that Section.

ARTICLE XX - PERSONNEL FILES

Section 20.1. Inspection.

Upon reasonable advance notice to the Department, an employee will be permitted to inspect his personnel file. Requests to inspect personnel files will be honored as soon as practicable after receipt of the request. The employee will not be permitted to remove documents from the file, but may obtain copies of any such documents, at his expense. It is understood that certain documentation, including confidential information regarding the employee or his background will not be contained in his personnel file.

Section 20.2. Reply to Disciplinary Warnings.

If the employee so desires upon inspection of his file, he may prepare and submit for inclusion in his personnel file a reply to any formal, written warning or other disciplinary documentation added to his file since his last inspection of the file.

Section 20.3. Evaluations.

Any unsatisfactory evaluation which results in the denial of longevity pay may be grieved through the grievance procedure of the Agreement. In any resulting arbitration, the Arbitrator shall not substitute his judgment for that of the evaluator absent evidence that the evaluator exercised his judgment arbitrarily or capriciously. Evaluated employee will be given a copy of his completed evaluation at no cost to the employee. The Employer will not deny regular off-duty employment of an employee as the result of an unsatisfactory evaluation.

ARTICLE XXI - F.O.P. REPRESENTATIVES

Section 21.1. Grievance Processing.

Reasonable time while on duty shall be permitted Union representatives for the purpose of representing officers in the handling and processing of grievances or representing the Union in its dealings with the City as set forth in this Agreement or provided by law, and such reasonable time shall be without loss of pay. It is understood by the parties that such activities are subordinate to the staffing needs of the Department and the requirements of police service to the citizens of Fairview Heights.

Section 21.2. Conventions and Conferences.

An employee chosen as delegate(s) to an F.O.P. State or National Conference will, upon written application approved by the Union, submitted to the City with at least fourteen (14) days notice, and approved by the Chief of Police, be given a leave of absence without pay for the period of time (not to exceed one (1) week) required to attend such Convention or Conference. The employee may utilize earned vacation or compensatory time in lieu of such unpaid leave, subject to scheduling requirements of the Department. Request for leave under this Section will not be unreasonably denied; however, the City reserves the discretion to deny such leave to more than one (1) employee per shift or two (2) employees in total.

Section 21.3. Union Negotiating Team.

Union negotiating team members who are scheduled to work on a day on which negotiations will occur, shall, upon requesting and receiving permission from supervision, which permission will not be unreasonably withheld, be excused from their regular duties without loss of pay.

ARTICLE XXII - INDEMNIFICATION AGAINST OFFICER LIABILITY

Section 22.1. General.

Subject to Section 22.4, the City shall hold officers harmless from and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement.

Section 22.2. Legal Representation.

Subject to Section 22.4, officers shall have legal representation by the City in any civil cause of action brought against an officer resulting from or arising out of the performance of duties.

Section 22.3. Cooperation.

Officers shall be required to cooperate with the City during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 22.4. Applicability.

The City will provide the protections set forth in Sections 22.1 and 22.2 above, so long as the officer is acting within the scope of his employment and so long as the officer cooperates, as defined in Section 22.3, with the City in the defense of the actions or claims. Acts of willful misconduct are not covered by this Article.

ARTICLE XXIII - SUBSTANCE ABUSE PROHIBITION AND TESTING

Section 23.1. Statement of City Policy.

It is the policy of the City of Fairview Heights that the public has the reasonable right to expect persons employed by the city to be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty.

Section 23.2. Prohibitions.

Officers shall be prohibited from:

- (a) Consumption, possession, or being under the influence of alcohol during work hours or at any time on City premises or job sites, including City buildings, properties, and vehicles, except as required in the line of duty.
- (b) Consuming, possessing, selling, purchasing, delivering, being under the influence, or using any illegal drugs, unauthorized drugs, or the abuse of legal drugs, at any time, except as required in the line of duty.
- (c) Failing to report to their supervisor any known adverse side effect of prescription drugs which they are taking.

Section 23.3. Testing.

The City has the right to engage in drug and alcohol testing for the following:

- (a) Reasonable suspicion, pursuant to Section 4 of this Article.
- (b) Periodic testing, pursuant to Section 5 of this Article.
- (c) Aftercare, pursuant to Section 7(d) of this Article.
- (d) Special assignment, pursuant to Section 9 of this Article.
- (e) Testing pursuant to Section 10 of this Article.

Testing an officer by any one of the above-mentioned methods shall not prevent the testing of the same officer through any of the other above-mentioned methods.

Section 23.4. Reasonable Suspicion Testing.

Where the City has reasonable suspicion to believe that an officer is under the influence of alcohol during the course of the work day, or under the influence of illegal drugs, unauthorized drugs, or the abuse of legal drugs, at any time, the City shall have the right to require the officer to submit to an alcohol and/or drug test.

For reasonable suspicion, when an officer is ordered to submit to testing authorized by this agreement, the City shall provide the officer with a written notice of the order setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or of rights that he may have. Delays in submission to the testing on the part of the employee may constitute refusal to submit to testing.

Section 23.5. Periodic Testing.

The City may annually (by calendar year) engage in periodic unit-wide testing. This testing shall be for 100% of the members of the bargaining unit.

Testing of all officers shall occur on the same day, or as soon thereafter as is practicable.

Section 23.6. Test to be Conducted.

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

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA).
- b. Insure that the laboratory or facility selected conforms to all NIDA standards.
- c. Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody.
- d. Collect a sufficient sample of the same body fluid or material from an officer to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the officer.
- e. Collect samples in such a manner as to preserve the individual officer's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting sample or where there is reasonable belief that the officer has attempted to compromise the accuracy of the testing procedure.
- f. 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.
- g. Provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense, provided the officer notifies the Chief in writing within seventy-two (72) hours of receiving the results of the tests and further provided that the clinical laboratory or hospital facility is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA). The officer shall be responsible for forwarding the test results to the City within 72 hours after receiving the test results.
- h. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug.
- i. Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .05 or more based upon the grams of alcohol

per 50 milliliters of blood be considered positive. The foregoing standard shall not preclude the city from attempting to show that test results between .00+ and .05 demonstrate that the officer was under the influence, but the City shall bear the burden of proof in such cases. This test can be administered through the use of the Department's breathalyzer equipment.

If breathalyzer tests are conducted, no FOP bargaining unit member shall be involved in the administration of the tests. If the breathalyzer result is negative, no further testing shall be conducted. If the breathalyzer result is positive, then a test shall be conducted at a clinical laboratory or hospital facility pursuant to Section 6 of this article. If there are no certified breathalyzer operators available, then there shall be no breathalyzer testing, and all testing shall be conducted at a clinical laboratory or hospital facility pursuant to Section 6 of this article.

- j. Provide each officer tested with one copy of all information and reports received by the City in connection with the testing and the results.
- k. Insure that no officer is the subject of any adverse employment action except emergency temporary reassignment with pay during the time necessary for confirmatory results under Section 6(f) of this Article to be made. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 23.7. Voluntary Requests for Assistance.

The City shall take no adverse employment actions against a non-probationary officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the City may require the officer to be placed off of work without pay if he is then unfit for duty in his current assignment. The officer may take any accumulated sick leave, compensatory time, or vacation during this time off. The City shall make available through it's employee assistance program, a means by which the officer may obtain referrals and treatment. All such requests shall be confidential and any information received by the City through whatever means shall not be used in any manner adverse to the officer's interest.

Voluntary requests for assistance do not apply to probationary officers. Voluntary requests for assistance without any adverse employment action being taken against the officer can be made on only one occasion by any individual officer. Voluntary requests for assistance shall not be used merely as an attempt to avoid discipline for violations of prohibitions under Section 2 of this Article.

The foregoing is conditioned upon:

- (a) The officer agreeing to appropriate treatment as determined by any all physicians involved.
- (b) The officer permanently discontinuing his use of illegal drugs, unauthorized drugs, abuse of legal drugs or the abuse of alcohol.
- (c) The officer completes the course of treatment prescribed, including and “after/care” group for a period of up to 24 months from the date the officer officially completed the employee assistance program.
- (d) The officer agrees to submit to random testing during the hours of work during the period of “after/care”.
- (e) Officers who do not agree to the foregoing, who test positive a second or subsequent time for the presence of illegal drugs, unauthorized drugs, or the abuse of legal drugs, or alcohol shall be subject to discipline, up to and including discharge.

Section 23.8. Discipline/Discharge.

All discipline shall be done in accordance with Article 6 of this Agreement. All potential defenses the officer has as to legitimacy or appropriateness of testing procedure, reasonable suspicion, accuracy of the tests, and any other claims and/or defenses of the officer may be offered to an arbitrator.

Nothing in this Article shall be construed to prevent an employee from asserting, or an arbitrator from considering, treatment in lieu of discipline in any disciplinary proceeding heard by an arbitrator. Nothing in this Article shall be construed as preventing or limiting the police department from imposing discipline, including, but not limited to discharge, instead of treatment in lieu of discipline.

Section 23.9. Special Assignment Testing.

Any officers assigned to the interagency drug task forces (i.e., MEGSI), the Illinois Department of Criminal Investigation, SWAT, or tactical team under the terms of the interagency agreement, shall be subject to all rules established by the interagency drug task forces, the Illinois Department of Criminal Investigation, or SWAT, that pertains to mandatory substance abuse testing for entrance to and exit from the applicable drug task force.

Evidence officers shall be subject to an annual (by calendar year) drug and alcohol test to be given at the Chief of Police's discretion.

Section 23.10. Applicability to Bargaining Unit.

This article shall apply to any bargaining unit member, and shall not limit the right of the City to conduct any tests or to provide for any rules or regulations, restrictions or prohibitions as it may deem appropriate for persons seeking employment as police officers prior to the date of being sworn in as a peace officer for the City of Fairview Heights, or for Police Department personnel who are not members of the bargaining unit.

ARTICLE XXIV - PHYSICAL FITNESS TESTING

Section 24.1. Standards.

All members of the bargaining unit shall be considered physically fit if they meet the minimal physical fitness performance requirements adopted by the Illinois Local Governmental Law Enforcement Officers Training Board, attached as Attachment "A".

Section 24.2. Physical Examination.

All members of the bargaining unit may obtain the annual physical examination from a City-selected physician at the City's expense. Employees between 21 and 40 years of age shall be tested once every five (5) years. Between 40 and 46 years of age, the test shall occur once every two (2) years. Employees older than 46 may be required to take an annual physical examination. Employees must take physical examinations on their own time, unless the City requires the employee to take the examination. In those cases, the physical examination may be scheduled during the officers' regular tour of duty and the officer may utilize available sick time. The City will not pay for the examination if the officer does not take all parts of the examination and does not forward the results of the examination to the chief of Police by the physician performing the examination on the attached physical examination form. Officers shall be permitted to schedule their examination any time during the calendar year. The examination shall consist of, but not be limited to, the following areas; however, drug screening shall not be a part of the examination unless the officer requests that a urine drug screen be accomplished:

- | | |
|----------|---------------------|
| 1. Heart | 6. Back (X-Ray) |
| 2. Lungs | 7. Pulmonary screen |

- | | |
|----------------------------|--------------|
| 3. Blood pressure | 8. Audiogram |
| 4. Urine | 9. Vision |
| 5. Blood (complete workup) | |

The officer should make every effort to schedule the physical examination on their own time. If the examination must be scheduled during the officer's regular tour of duty, the officer shall be permitted to use sick leave to accomplish the examination.

ARTICLE XXV - SAVINGS

In the event any part of this Agreement is adjudged to be unlawful or unenforceable by a court of law or administrative agency having jurisdiction of the subject matter and of the parties, then the remainder of this Agreement shall continue in full force and effect.

ARTICLE XXVI - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining (except impact bargaining as required by Section 4 of the Illinois Public Labor Relations Act, 5 ILCS 345/4) between the parties for its term. The express provisions of this Agreement supersede and cancel all prior inconsistent practices and agreements, whether written or oral.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXVII - DURATION

Section 27.1. Term of Agreement.

This Agreement shall be effective as of May 1, 2017 and shall remain in full force and effect until April 30, 2020. It shall continue in effect from year to year thereafter unless either party shall notify the other in writing to modify or terminate this Agreement, in accordance with the terms of this Article, not less than ninety (90) nor more than one hundred twenty (120) days prior to its expiration.

Section 27.2. Continuing Effect.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or impasse resolution procedures (per Article XIX) are continuing for the purpose of reaching a new Agreement or part thereof between the parties.

Section 27.3. Notices.

All notices called for in this Article shall be in writing and shall be served upon the other party by registered mail, return receipt requested, or by hand delivery to an authorized recipient. If hand delivered, the recipient shall sign a receipt indicating delivery and receipt. If mailed, notices shall be considered given as of the date shown on the postmark. If hand delivered, notices shall be considered given as of the date of receipt.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2017.

For the City:

For the Union:

**CITY OF FAIRVIEW HEIGHTS
FRATERNAL ORDER OF POLICE - LINE OFFICERS
SALARY CHART**

MAY 1, 2018 TO APRIL 30, 2019 (2.5% Raise)

BASED ON 2,308 HOURS WORKED

ASSOCIATES DEGREE AFTER LONGEVITY ADD	1600
BACHELORS DEGREE AFTER LONGEVITY ADD	3700

		GRADE 8	Annual	Monthly	Hourly
		Prior Base	64629.22	5385.77	28.0023
		NEW BASE	66244.95	5520.41	28.7023
		w/ ASSOC	67844.95	5653.75	29.3956
		w/ BACH	69944.95	5828.75	30.3054
<hr/>					
		GRADE 9			
		Prior Base	69223.41	5768.62	29.9928
		NEW BASE	70954.00	5912.83	30.7426
		w/ ASSOC	72554.00	6046.17	31.4359
		w/ BACH	74654.00	6221.17	32.3458
<hr/>					
STEPS					
2	3 yrs.	Base	73792.16	6149.35	31.9723
	4%	w/ ASSOC	75392.16	6282.68	32.6656
		w/ BACH	77492.16	6457.68	33.5755
3	4 yrs.	Base	74501.70	6208.47	32.2798
	5%	w/ ASSOC	76101.70	6341.81	32.9730
		w/ BACH	78201.70	6516.81	33.8829
4	6 yrs.	Base	76630.31	6385.86	33.2020
	8%	w/ ASSOC	78230.31	6519.19	33.8953
		w/ BACH	80330.31	6694.19	34.8052
5	8 yrs.	Base	78049.39	6504.12	33.8169
	10%	w/ ASSOC	79649.39	6637.45	34.5101
		w/ BACH	81749.39	6812.45	35.4200
6	10 yrs.	Base	80178.01	6681.50	34.7392
	13%	w/ ASSOC	81778.01	6814.83	35.4324
		w/ BACH	83878.01	6989.83	36.3423
7	15 yrs.	Base	81597.09	6799.76	35.3540
	15%	w/ ASSOC	83197.09	6933.09	36.0473
		w/ BACH	85297.09	7108.09	36.9571
8	20 yrs.	Base	83016.17	6918.01	35.9689
	17%	w/ ASSOC	84616.17	7051.35	36.6621
		w/ BACH	86716.17	7226.35	37.5720
9	25 yrs	Base	85144.79	7095.40	36.8912
	20%	w/ ASSOC	86744.79	7228.73	37.5844
		w/ BACH	88844.79	7403.73	38.4943

**CITY OF FAIRVIEW HEIGHTS
FRATERNAL ORDER OF POLICE - LINE OFFICERS
SALARY CHART**

MAY 1, 2019 TO APRIL 30, 2020 (2.5% Raise)

BASED ON 2,308 HOURS WORKED

ASSOCIATES DEGREE AFTER LONGEVITY ADD	1600
BACHELORS DEGREE AFTER LONGEVITY ADD	3700

		GRADE 8	Annual	Monthly	Hourly
		Prior Base	66244.95	5520.41	28.7023
		NEW BASE	67901.07	5658.42	29.4199
		w/ ASSOC	69501.07	5791.76	30.1131
		w/ BACH	71601.07	5966.76	31.0230
GRADE 9					
		Prior Base	70954.00	5912.83	30.7426
		NEW BASE	72727.85	6060.65	31.5112
		w/ ASSOC	74327.85	6193.99	32.2044
		w/ BACH	76427.85	6368.99	33.1143
STEPS					
	2 3 yrs.	Base	75636.96	6303.08	32.7716
		4% w/ ASSOC	77236.96	6436.41	33.4649
		w/ BACH	79336.96	6611.41	34.3748
	3 4 yrs.	Base	76364.24	6363.69	33.0868
		5% w/ ASSOC	77964.24	6497.02	33.7800
		w/ BACH	80064.24	6672.02	34.6899
	4 6 yrs.	Base	78546.08	6545.51	34.0321
		8% w/ ASSOC	80146.08	6678.84	34.7253
		w/ BACH	82246.08	6853.84	35.6352
	5 8 yrs.	Base	80000.64	6666.72	34.6623
		10% w/ ASSOC	81600.64	6800.05	35.3556
		w/ BACH	83700.64	6975.05	36.2654
	6 10 yrs.	Base	82182.47	6848.54	35.6077
		13% w/ ASSOC	83782.47	6981.87	36.3009
		w/ BACH	85882.47	7156.87	37.2108
	7 15 yrs.	Base	83637.03	6969.75	36.2379
		15% w/ ASSOC	85237.03	7103.09	36.9311
		w/ BACH	87337.03	7278.09	37.8410
	8 20 yrs.	Base	85091.58	7090.97	36.8681
		17% w/ ASSOC	86691.58	7224.30	37.5613
		w/ BACH	88791.58	7399.30	38.4712
	9 25 yrs.	Base	87273.42	7272.79	37.8134
		20% w/ ASSOC	88873.42	7406.12	38.5067
		w/ BACH	90973.42	7581.12	39.4166

DUES AUTHORIZATION FORM

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

I, _____, hereby authorize my employer, _____, 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 named hereinabove 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: _____

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.



GRIEVANCE FORM

(use additional sheets where necessary)

Date Filed: _____

Lodge/Unit No. / Year / Grievance No.

Department: _____

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 RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

APPENDIX E – PROMISSORY NOTE

Fairview Heights, Illinois
[INSERT DATE]

NON-NEGOTIABLE PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, _____ (“Employee”) promises to pay to the order of the City of Fairview Heights (“Employer”), at its business office located at _____, or such other place as Employer may from time to time designate, the entire principal sum of moneys, up to a maximum of Twenty Thousand Dollars and No Cents (\$20,000), which have been paid to Employee to cover tuition and fees pursuant to Section 10 of the City of Fairview Heights Personnel Code, as provided for hereinbelow. It is intended that the educational benefits paid under this program will be nontaxable pursuant to Internal Revenue Code Section 127.

Eligibility and Benefits

An individual employed as a Sergeant by the City of Fairview Heights Police Department shall be eligible for reimbursement for tuition and fees related to the attainment of a college degree, up to a maximum of Twenty Thousand Dollars and No Cents (\$20,000) throughout the Sergeant’s tenure as a full-time employee in the following circumstances:

- (1) The Sergeant agrees and understands that he or she is eligible for this educational reimbursement for one college degree for each college degree level, *e.g.*, one associate’s degrees, one bachelor’s degree, one master’s degrees, if applicable.
- (2) Tuition will be reimbursed only for actual credit hour courses through accredited colleges and universities. Costs related to transfer of credits, proficiency credits, etc., will not be reimbursed under any circumstances. The maximum amount paid for tuition and fees will be based upon, and will not exceed, the current Southern Illinois University – Edwardsville (SIUE) tuition rate.
- (3) Prior to any reimbursement, the Sergeant must declare the degree and major that he or she is seeking and receive written permission from the Chief of Police to attain that degree. The degree must be from an accredited U.S. based college or university and the degree must be related to the Sergeant’s work for the City. For master’s degrees and above, the major shall be only in a field of management and/or administration, including, but not limited to, business administration, management, emergency management, human resource management, public administration, etc.
- (4) The Sergeant agrees and understands that if the Sergeant receives grants or scholarships, or the tuition and fees are covered by another entity, the City will not reimburse the tuition and fees covered by any such payments.
- (5) Absent extenuating circumstances, the Sergeant agrees and understands that he or she must complete all courses required to receive the specific degree sought within five (5) years of starting the first course in pursuit of the specific degree sought. If the Sergeant fails to do so, the City shall not be obligated to pay for any further tuition and fees for any degree for the

Sergeant. If extenuating circumstances exist which interfere with the Sergeant's ability to complete the degree within the required time frame, the Chief of Police may extend, for a set length of time, the period within which the Sergeant must complete all degree requirements.

Claiming Reimbursement

To receive reimbursement for tuition and fees, the Sergeant must apply for reimbursement no later than ninety (90) days following the completion of the course for which he or she is seeking reimbursement. The Sergeant must provide a copy of the tuition bill received from the college or university, a final grade report, and a receipt or other proof of payment of the tuition bill. If the Sergeant has received any funding through another source, whether through a grant, a scholarship, or another entity, he or she shall provide documentation showing the amount of such funding.

Repayment Required Under Certain Circumstances

The Sergeant agrees and acknowledges that in exchange for educational benefits under this program, he or she will continue to work for the City for a minimum of three (3) years from the date the specific degree sought is conferred. Should the Sergeant voluntarily resign his or her position prior to the expiration of three (3) years, the Sergeant agrees to reimburse the City for all benefits received for the specific degree on pro rata basis. For example, if the Sergeant leaves the City's employ two (2) years after receiving his or her degree, he or she shall repay the City for one-third of the total amount of educational benefits received toward that degree.

Successors and Assigns

The Sergeant agrees that this Note shall be binding upon the Sergeant and his or her personal representatives and permitted assigns.

Governing Law

This Note shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without reference to conflicts of law principles. The Sergeant accepts the jurisdiction over the Sergeant and over this Note of any state or federal court located in State of Illinois as the City may reasonably designate.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the day and year first above written.

[Insert Employee Name]

