ST. CHARLES
SINCE 1834

Agreement

Between

The City of St. Charles, Illinois

and

Metropolitan Alliance of Police

St. Charles Chapter 27

May 1, 2020 – April 30, 2024

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PREAMBLE

THIS AGREEMENT is entered into by the City and the Metropolitan Alliance of Police St. Charles Chapter 27 this 1st day of May, 2017, and has as its purpose the promotion of harmonious relations between the parties, the establishment of an orderly procedure for resolving differences arising out of the employment relationship, and the establishment of rates of pay, hours of work, and other conditions of employment for employees of the City in the unit described in Article I hereof.

ARTICLE I
RECOGNITION

Section 1.1 Recognition of Bargaining Agency

Pursuant to the letter of Agreement between the City and Metropolitan Alliance of Police, St. Charles Chapter #27, dated August 3, 1990, the City agrees during the term of this Agreement to recognize the Metropolitan Alliance of Police as the sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment for employees in the following units:

> All employees of the City of St. Charles, Illinois, classified as Police Officers, excluding supervisory personnel, civilian employees of the police department, and all other employees of the City.

Unless the context indicates otherwise, the terms "Police Officer" "Police Officers" or "Officer(s)" used herein shall refer exclusively to members of the above-described unit.

Section 1.2 Gender

In this contract, the pronouns he, him, and his shall refer to both male and female employees equally.

Section 1.3 MAP Bulletin Board

The City will make bulletin board space available in or proximate to the squad room for posting of MAP announcements and other items of legitimate MAP business, seniority roster, and education opportunities announcements.

Section 1.4 Representation Time

A Police Officer who is in a representative capacity during his scheduled working hours shall be excused from his regular duties for the purpose of attending a meeting, without occurring additional cost, between MAP and the City for the purposes(s) of negotiations, adjustments of grievances, or transmittal of notices, shall not suffer a loss in pay because of such attendance provided that the City must have agreed to hold the meeting at such time. There shall be no claim under this provision for pay for any other than in relation to the regularly scheduled hour(s) of the Police Officer claiming such pay. MAP recognizes the essential need to minimize lost work time and to avoid interference with the work of the department.

The employer agrees that Officers shall be allowed to attend, without loss of pay, scheduled meetings of the chapter, provided that at least 48 hours notice is provided in writing, and such meetings are within St. Charles city limits. Such Officers must still respond to calls while on duty.

ARTICLE II
MANAGEMENT

Section 2.1 Management of the City and Police Department

The City retains its authority to manage the City and police department in all respects including, but not necessarily limited to, the authority to direct and supervise Police Officers and their work; to plan, direct, control, and determine the operations and services to be conducted within or by the police department by employees of the City or by others; to determine the number of Police Officers to be employed; to promulgate, revise, and enforce lawful and reasonable rules and regulations; and to enforce discipline among Police Officers; to adopt new methods, equipment, and facilities or modify existing methods, equipment, and facilities; to determine the mission of the police department and otherwise carry out its statutory responsibility to provide police services to the full extent of its authority. The City will not exercise its authority in a manner that contravenes the lawful express provisions of this Agreement.

Section 2.2 Authority of the Board of Fire and Police Commissioners

Except as otherwise provided herein, this Agreement is not intended and shall not be construed to diminish or modify the statutory authority of the Board of Fire and Police Commissioners, St. Charles, Illinois, and the parties hereto expressly recognized the authority of the Board with respect to hiring and promotion of Police Officers.

ARTICLE III
NO STRIKE, NO LOCKOUT

Section 3.1 No Strike

MAP agrees on behalf of itself and the Police Officers that neither it nor they will, singly or in concert, engage in, induce, call, authorize, support, promote, condone, or participate in any strike, work stoppage, intentional withholding of services, picketing of City offices, slow-down, sit-in, "blue-flu," "ticket-blitz," or intentional refusal to work at any time for any reason.

Section 3.2 No Lockout

The City will not lockout Police Officers, provided that a reduction in force, curtailment of operations, or individual termination or suspension shall not be construed as a lockout.

ARTICLE IV
GENERAL PROVISIONS

Section 4.1 No Discrimination

Neither the City nor MAP shall unlawfully discriminate against any Police Officer because of race, sex, sexual orientation, creed, color, religion, or national origin. MAP shall represent all Police Officers fairly without regard to association affiliation, non-affiliation, or disaffiliation. Any alleged violations of this section shall be processed through the appropriate federal or state agency, and shall not be subject to the grievance procedures.

Section 4.2 Bill of Rights

The City acknowledges its obligations under 50 ILCS 725/1 et seq., relative to actions

taken by the Department that are subject to said law.

The City further acknowledges that officers have rights to review their respective personnel files pursuant to Illinois Revised Statutes Chapter 48, Sections 2001-2012.

The sole remedy of any violation of the foregoing rights shall be to require that the procedure or access be followed or granted in line with legal requirements. In no case shall a violation of any of the foregoing serve to excuse officer misconduct or to mitigate or void any disciplinary or other action taken by the City to enforce discipline or to maintain efficiency.

Section 4.3 Review of Personnel File

All officers may review their respective personnel files pursuant to the authority of the Illinois Revised Statutes. See 17.1.

ARTICLE V
HOURS OF WORK: OVERTIME OF WORK

Section 5.1 No Guarantee

Nothing in this Agreement shall be construed as a guarantee of a maximum or minimum daily or weekly work schedule. This Article VIII shall be used solely as a basis for computing overtime.

Section 5.2 Hours of Work

The work cycle for purposes of Section 7(k) of the Fair Labor Standards Act shall be 14 days. The City may assign Officers to an 8.2-hour workday (five consecutive days on, followed by two days off), or it may assign Officers to a 10.25 hour workday, (four consecutive days on, followed by three consecutive days off), or it may assign Officers to a 12-hour workday (work seven days out of a 14-day pay period) during a 14-day period. Prior to the City-initiating any change in schedule, the City must provide notice to the Chapter, along with an opportunity to meet and discuss the reasons for said change. If the City changes the schedule to an 8.2-hour work day (five consecutive days on, followed by two days off), the City will return Election Day (Section 8.1) and the Education Incentive Pay (Section 13.4). Such change in schedule and return would be effective with the first shift selection cycle following the notice of the decision to change.

The Chief of Police or his designee, based on consecutive days, followed by consecutive days off, may assign scheduled hours for an Officer in a specialty assignment or on transitional duty. Transitional duty assignments are recognition by the City, its departmental officials, and the employees that an employee is not able to perform at full capacity in his normal work assignment. An assignment to transitional duty shall be made at the discretion of the City by the Chief of Police with the best interest and operation of the department of primary concern. An assignment to transitional duty may be required, subject to a doctor's approval, if an employee is recovering from a work-related or workers' compensation time off injury or illness. While an employee is on a transitional duty assignment, if the Chief determines that the City's operational needs are otherwise satisfied, the employee's hours of work may be adjusted so that the employee can attend physical therapy appointments related to his injury while on duty, provided however, that under no circumstances will attendance at such appointments result in overtime pay.

The parties agree that hours worked, as mentioned above, shall include all hours actually worked in any paid leave of absence, which shall include but shall not be limited to sick leave, vacation leave, holiday leave, and any other authorized paid time off, except that paid holiday pay for unworked holidays shall not be included in said calculation.

In addition, the Chief of Police or his designee, based on consecutive days, followed by consecutive days off, may assign scheduled hours for an Officer in a specialty assignment or on transitional duty.

While the alternate work schedule is in place, holidays (as defined in this Agreement) that fall on a common day for both teams shall be separated from the scheduling process and be filled by seniority from those assigned to the patrol division, subject to department directives.

The parties agree that hours worked, as mentioned above, shall include all hours actually worked in any paid leave of absence, which shall include, but shall not be limited to, sick leave, vacation leave, holiday leave, held-time off, and any other authorized paid time off except that paid holiday pay for unworked holidays shall not be included in said calculation.

Section 5.3 Shift Changes

The parties acknowledge that a seniority system for shift selection, which is currently in effect, is mutually satisfactory and shall remain in effect for the duration of the Agreement.

Section 5.4 Overtime

Time worked by a Patrol Officer in excess of 10.25 hours a day or an Officer otherwise assigned to 8.2 hours a day, consisting of a 24-hour period commencing each day at 12:01 a.m. or 82 hours per pay period (a 14-day period commencing every other Monday at 12:01 a.m.), shall be paid for at time and one-half the Police Officer's regular straight-time hourly rate. Overtime pay shall not be paid more than once for the same hours worked. Overtime pay shall not be paid for hours worked in excess of 82 hours per pay period or 8.2/10.25 hours per day due to a shift change. There shall be no pyramiding of overtime, and under no circumstances shall the City be obligated to pay for time not actually worked by the Police Officer claiming pay unless agreed upon to settle a grievance or binding arbitration. If an Officer is ordered to work beyond twelve and one quarter (12.25) continuous hours that Officer shall be paid double time that Officer's normal wage and that Officer will continue to be paid double time the Officer's normal wage until said Officer's shift ends.

A covered Officer shall receive overtime compensation when he works a designated overtime shift while utilizing vacation time scheduled as part of the Officer's annual vacation selection only.

Section 5.5 Call Back Time

For the purpose of this provision, a Police Officer shall be deemed "called back" if notified after the expiration of a one-hour period following the scheduled end of his regularly scheduled straight-time work period or overtime extension thereof. For purposes of this section, "notification" shall mean direct, personal contact of the affected Officer. A Police Officer who is called back to duty after leaving work and before the start of his next regular scheduled assignment shall be guaranteed no less than two hours work or, in lieu thereof, shall be guaranteed no less than two hours pay at one and one-half times his regular rate.

When an Officer is called for hire-back that runs before his regularly scheduled shift hours, the Officer may request to leave his regularly scheduled shift early, without having to use accrued benefit time, so that the total hours consecutively worked is the same as the length of his regularly scheduled work day. For example, if an Officer reports to work four hours early on a hire-back, the Officer may request to leave his regularly scheduled shift four hours early. The Chief of Police or his designee shall have sole discretion to grant or deny such requests based on the needs of the Department. If multiple Officers request to leave early as a result of a hire-back, and if the Chief determines in his discretion that some but not all of the Officers can leave their regularly scheduled shift early, the adjusted schedule shall be handled on a seniority basis amongst qualified Officers as determined by the Chief or his designee.

Section 5.6 Court Time

Court time shall be counted to determine whether a Police Officer has worked more than 82 hours per pay period or 8.2/10.25 hours per day for purposes of determining overtime pay eligibility. A Patrol Officer who must report to court during his off-duty hours for reasons connected with departmental functions, and who must therefore, make an extra trip to work, shall be guaranteed a minimum of three hours pay at one and one-half times his regular rate, unless such time is part of the Officer's scheduled shift. An Officer shall be paid for actual time spent in excess of three hours.

Section 5.7 Standby

If an Officer is requested by the State Attorney's Office or any other outside agency to standby, said Officer shall be treated as if on court time pursuant to Section 5.6 heretofore described and shall be treated and paid accordingly. Officers who receive a notice of trial from DuPage County will be compensated two hours straight time for complying with the notice while on standby. If the Officer is subsequently called by DuPage County to attend court, the Officer will be then paid per Section 5.6 above and the two hours straight time for standby will not apply.

Section 5.8 On-Call Time

Any covered Officer assigned to the Patrol Division who is not on "standby" status as described in Section 5.7, and is directed by the Chief of Police or his designee to be available to respond to a call to active duty shall receive two hours of paid time, at his regular rate of pay, for each one day on call. Officers assigned to the Patrol Division are not eligible for a hire-back originating from the Investigations Division.

Any Officer assigned to the Investigations Division who is not on "standby" status as described in Section 5.7, and is directed by the Chief of Police or his designee to be available to respond to a call to active duty within a specific time period shall receive a minimum of one hour held-time or one hour paid time, at his regular rate of pay, for each twelve hours (overnight) on call and two hours for each 24 hours on call (to include weekends or holidays). If the Officer is called out to active duty during his on-call time then he shall be compensated as set forth in Section 5.4 of this Agreement, in addition to the held-time received pursuant to this section. In order to be available to respond to a call-out within the Investigations Division, the on-call Officer is not eligible for a hire-back to meet street staffing or extra duty per Article VI, excluding festivals, parades, or IDOT traffic safety details. The on-call Officer will be eligible for other hire-back provided the hire-back has not been filled 72 hours prior to its start and is mutually agreed upon.

Section 5.9 Smart Phone Compensation

Officers in the Investigations Division who are issued City cell phones, smart phones, and

similar electronic devices shall be compensated for all time spent receiving and responding to City-related calls and emails outside of their normal work schedules. Time spent carrying and using the electronic devices shall not trigger the "call-back," "standby," or "on-call" pay minimums included in Sections 5.5, 5.7, and 5.8.

Officers in the Investigation Division who carry an electronic device will receive 10 minutes of pay at the overtime rate for every day they carry the device, except that Officers will not receive such pay on any day that they do not attend work because they use benefit time and/or approved leave time (e.g., vacation, sick leave, FMLA leave, disability leave, etc.). If the Officer uses benefit time and/or approved leave time, the Officer is expected to turn off the electronic device and should not perform any work on behalf of the City. In addition, Officers will not receive additional pay during any week when the Officer is assigned to be "on-call." Time spent while "on-call" shall be governed by Section 5.8. If any Officer is required to respond to issues which take more than 10 minutes per day, the City will compensate the Officer for all time spent responding to those issues. The Officer is responsible for reporting the extra time to his supervisor.

Section 5.10 Trading Shifts

Upon written request, represented Officers may be allowed to voluntarily trade shifts within the same fourteen day pay period, with a minimum of 48 hours notice and prior approval by the Chief and/or designee, which shall not be unreasonably denied. A trade day will be recorded as hours worked on the day the Officer works the trade. Disputes resulting from this section may only proceed through Step 4 of the grievance procedure. It is expressly understood that as a result of approving a voluntary request to exchange shifts, the City will not incur any overtime liability.

ARTICLE VI
EXTRA DUTY

Section 6.1 Definition

"Extra Duty" is worked by any sworn Officer in uniform whether in the bargaining unit or not on behalf of a governmental unit other than the City, a private business, or a private person which is paid for by such unit, business, or person through the City but which is subject to City regulations. In the case of special events, "extra duty" is an assignment, other than those involving control of traffic or pedestrians, or bike patrol, worked by any sworn Officer in uniform whether in the bargaining unit or not on behalf of a governmental unit other than the City, a private business, or a private person which is paid for by such unit, business, or person, in part or in its entirety through the City but which is subject to City regulations. When a School District 303 High School requests that a School Resource Officer (SRO) be assigned to high school football games, notwithstanding any other work assignment provisions in this Agreement, the SRO shall have priority to be selected for such assignments over all other Officers. For the purpose of compensating SROs for high school football games outside of their normal work hours, such assignments shall be compensated as "extra duty" assignments.

The administration will notify the Chapter Board President or Board Member of any extra duty opportunities that are received by the administration less than 72 hours from the requested duty for the purposes of notifying members of the extra duty opportunity.

As such, no member will be ordered to work extra duty for another entity other than the

City except as mandated by liquor law ordinance.

Section 6.2 Overtime Exclusion

Extra duty shall be construed as work performed for the person or agency who requests it and not for the City. Accordingly, time spent as such work shall not be counted for computing any sworn Officer's daily or weekly hours for straight time or overtime purposes.

Section 6.3 Priority of Regular Duty

In all cases, a sworn Officer's first and primary responsibility is the proper, efficient discharge of his police duties, and performance of extra duty will not be permitted to interfere with such duties.

Section 6.4 Pay for Extra Duty

Extra duty shall be compensated at the rate of one and one-half times the Officer's current hourly rate of pay; however, the maximum rate of pay for extra duty shall be based on the master Police Officer's rate of pay times one and one-half, less applicable statutory deductions. The City acknowledges that it shall be responsible for compensation as set forth herein, to any sworn Officer who, in good faith, works and extra duty detail. Extra duty compensation shall be paid for actual hours worked.

ARTICLE VII
VACATIONS

Section 7.1 Eligibility and Allowances

All Officers shall be eligible for paid vacation time after the completion of one year of continuous full-time employment. Officers start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned yearly based on the following schedule:

Length of Continuous Service	Vacation Hours Per Year
1-4 years	82 hours
5-9 years	123 hours
10 years	131.20 hours
11 years	139.40 hours
12 years	147.60 hours
13 years	155.80 hours
14 years	164.00 hours
15 years	172.20 hours
16 years	180.40 hours
17 years	188.60 hours
18 years	196.80 hours
19 years	205.00 hours

Section 7.2 Vacation Pay

The rate of vacation pay shall be the Officer's regular straight-time rate of pay in effect for the Officer's regular job classification on the payday in which an Officer actually takes vacation time.

Section 7.3 Time for Vacations

1. Vacation time earned during one full year of service may be used throughout the following year of service. An Officer may, therefore, "carry over" all days earned during one year of service into the next year of service, except as allowed under Section 2 below.

2. Any full-time Officer covered by this Agreement may not have more vacation accumulated than what the Officer would earn in two years at the Officer's anniversary date. In the event that an effected Officer has in excess of the maximum amount of accumulated vacation at the Officer's anniversary date, said vacation time shall be reduced to the maximum allowable accumulation amount.

3. No payment in lieu of vacation time taken will be made except as provided at the time of resignation or unless the excess vacation accumulation occurred because the Officer was asked to postpone previously scheduled vacation by his Chief of Police/supervisor. Any such vacation payment shall require a written application for payment, signed by the respective Chief of Police, which specifically defines the circumstances that necessitated its usage and that only the amount of vacation time which was actually postponed at the City's request will be eligible for payment.

4. An Officer may not utilize accumulated vacation time to extend creditable service during the twelve-month period following accrual.

Section 7.4 Scheduling

On or about November 15 the Chief of Police or his designee shall initiate the selection procedure to establish a schedule for vacation during the upcoming calendar year. The covered Officers shall then select their vacation preferences in the order of their seniority within rank, with the most senior covered Officer in rank having first choice, and schedule no less than one day, no more than 14 consecutive days, inclusive of scheduled days off, of vacation at a time, except that greater or lesser amounts may be scheduled at the request of and at the approval of the Chief of Police or his designee after the initial selection process is complete. The vacation period requested, pursuant to this procedure, shall be submitted to the Chief of Police or his designee for approval by December 15, and the request shall be reviewed and if necessary modified by the Chief of Police in a vacation schedule posted on or before January 1. Thereafter vacation requests shall be handled on in accordance with Section 11.3 and subject to the scheduling of the City.

Officers shall be allowed to extend requested vacation times utilizing holidays, personal days, and held-time, with prior permission of the Chief of Police or his designee.

Section 7.5 Separation

The parties agree that upon an Officer's separation from the Department he shall receive compensation at his then hourly rate for each hour of accumulated, unused vacation time. .

Section 7.6 Blackout Dates

Although the chapter recognizes the City may designate special events during the calendar year where time off requests are restricted due to the nature of the event ("blackout dates"), the parties agree that such blackout dates will not impair Officers' ability to schedule vacation for one Officer per shift pursuant to Section 7.4. Officers shall not be allowed to overlap vacations during blackout dates. In addition, blackout dates shall not affect Officers assigned to midnight shifts during said blackout date. The Chief of Police or his designee will make a reasonable attempt to

ensure that there will be no O.I.C.'s during the blackout dates.

Section 7.7 Donation of Paid Leave

Any non-probationary bargaining unit employee is eligible to receive vacation and/or personal time from any other bargaining unit employee or to donate vacation and/or personal time to another bargaining unit employee. Up to a total of 48 hours of vacation and/or personal time may be donated to a bargaining unit employee by another bargaining unit employee if the bargaining unit employee is suffering from a non-work related, severe, or life threatening illness, injury, impairment, or physical or mental condition, documented by a medical doctor's certification, which has caused him to be unable to perform his regular duties and be without pay. The details of any such exchange of vacation and/or benefit time shall be committed to writing, include the acknowledgement of all parties involved, and submitted to the Chief of Police or his designee. Approval shall be at the discretion of the Chief of Police.

ARTICLE VIII
HOLIDAYS

Section 8.1 Holidays Observed

The paid holidays to be observed shall be as follows:

New Year's Day (January 1)
Good Friday (Friday before Easter)
Memorial Day (fourth Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Day After Thanksgiving (fourth Friday in November)
Christmas Eve Day (full day) (December 24)
Christmas Day (December 25)

Section 8.2 Personal Days

All covered Police Officers shall be entitled to 32.8 hours of personal time off exclusive of holidays per calendar year. Said personal time off shall be taken upon written request to, and approval from, the Chief of Police or his designee. Requests for personal time shall not be unreasonably denied.

Section 8.3 Eligibility for Holiday Pay

A Police Officer shall be eligible for holiday pay (8.2 hours at straight time) if he works his last scheduled shift before the holiday and the first scheduled shift after the holiday, provided that a Police Officer who fails to work on either of the qualifying days with respect to a holiday shall nevertheless receive a holiday benefit for that holiday if:

1. He has been excused from so working by his supervisor; and
2. He has worked at least one full shift or was on vacation during the pay period immediately preceding the holiday.

Section 8.4 Officers Working Holidays

The City at the start of each year shall announce calendar days that are recognized holidays. If an eligible Police Officer is scheduled to work during a holiday, he shall be paid for the actual time worked at time and one-half without option. In addition, he shall receive 8.2 hours pay at straight time (holiday pay) or, if he so elects, 8.2 hours of held-holiday time. Such held-holiday time may be taken in line with the provisions of Section 8.4 and 8.5. Hours worked in excess of 10.25 hours, (8.2 hours for Officers working an 8.2-hour day schedule), on a holiday shall be paid at double time the normal hourly wage of said Officer. If an Officer works on a holiday that the Officer is not regularly scheduled to work, that Officer shall be paid double time the normal wage of said Officer for all hours worked.

Section 8.5 Held-Time Off

The department command shall have the final responsibility for granting and scheduling specific requests for held-time off so that departmental services are not impaired. Requests for the use of accrued held-time off shall not be unreasonably denied. Requests for days off to compensate for a worked holiday shall be submitted no more than 14 nor less than one day prior to the date requested; such request shall be approved or disapproved no more than ten days or less than one day prior to the date requested. Such approval shall be based upon seniority. Each Officer covered by this Agreement may maintain these hours and no more than 120 hours may be accumulated at any time. When an Officer has 120 hours in his bank, any held time off in excess of that shall be paid out at the Officer's straight time hourly rate. In lieu of using held-time off, an Officer may request payout of accrued time at the Officer's applicable straight time hourly rate, in accordance with the current procedure established by the City.

A member may use any available held-time (except sick time) provided the member has the available time in his bank.

Section 8.6 Procedures To Be Continued

Current procedures for recording and applying the holiday benefit shall be continued except as modified above, provided that each Police Officer entitled to a deferred holiday benefit shall have said benefit reflected in the usual and customary method in effect on the date of the execution of this Agreement.

ARTICLE IX
SICK LEAVE

Section 9.1 Purpose

The purpose of sick leave is to provide an Officer with protection against loss of income due to personal sickness or injury that prevents the performance of normal job duties. Officers may use accrued sick leave for illness, injury, or medical appointments of his child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Per the Family Medical Leave Act (FMLA), other provisions shall be made if the dependent requires extended care. Sick leave is not to be considered a privilege that an employee may use at his discretion, but shall be allowed only in cases of actual sickness or disability of the employee, or those specified above, or to meet physical examination appointments or other sickness prevention measures, which prevents him from working. If an employee demonstrates a pattern of sick leave use, the employee may be required to file a physician's certificate to

substantiate the illness of the Officer, Officer's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent..

Section 9.2 Sick Leave Accrual

Police Officers will accumulate 8.2 hours per month (98.4 hours per year).

Section 9.3 Sick Leave Buyback

Upon separation from service, other than involuntary termination, Police Officers shall be compensated for all unused sick leave up to a maximum accrual of 600 hours. The parties agree that Officer's current balance of sick leave will stand through the date of ratification of contract and the accrual methods as contained in this Agreement shall control all future accrual.

ARTICLE X
LEAVES OF ABSENCE

Section 10.1 Leave of Absence

The City may implement and modify policies to comply with state and federal leave statutes, as those statutes may be amended from time-to-time (e.g., Family and Medical Leave Act, the Illinois Pension Code, etc.).

Section 10.2 Application For Leave

Any request for a leave of absence shall be submitted in writing by the Officer to the Chief of Police or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the Officer desires. Authorization for leave of absence shall, if granted, be furnished to the Officer by his immediate supervisor and it shall be in writing.

Section 10.3 Jury Duty

An Officer who is required to report for jury duty shall be excused from work without loss of pay for the period of time that he is required to be away from work and during which he would have otherwise been scheduled to work. Furthermore, an Officer who is scheduled to perform jury duty just prior to or immediately following his regular work shift shall work his regular shift and receive held-time off or straight-time pay for the number of hours he is required to serve such jury duty on that day. An Officer shall immediately notify the Police Chief or his designee if he is required to report for jury duty. The Officer will keep all compensation received for performing jury duty service.

Section 10.4 Funeral Leave

In the event a Police Officer suffers a death in his immediate family that include brother, brother-in-law, sister, sister-in-law, grandparent, or grandparent-in-law, an emergency paid leave of up to three work days may be granted by the Chief of Police or his designee. For death of spouse, child, parent, or parent-in-law, an emergency paid leave of up to five workdays may be granted by the Chief of Police or his designee. Such time shall be used for the purpose of attending the funeral, necessary travel associated therewith, making funeral arrangements, and attending to other matters which cannot be attended to outside work time and arising directly in relation to the relative's death or funeral.

Exceptions to the foregoing may be made within the discretion of and by the consent of the Chief of Police upon written application of the Police Officer. Paid leaves of absence in addition to the foregoing arising in relation to death or serious illness of a Police Officer's immediate family shall be handled as requests for, and chargeable to, sick leave.

Officers who qualify for the benefit under this Act may receive up to two weeks of unpaid leave following the loss of a child, or paid leave if the Officer elects to use available paid benefit time. Note the five days funeral time is inclusive of the time off. The City reserves the right to request verifying documentation in appropriate circumstances.

Section 10.5 Benefits While On Leave

Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an Officer who is on an approved non-pay leave status. Seniority will accrue if an employee is on an approved FMLA or military leave. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the Officer returns to work on a pay status. Unless otherwise stated in this Article, an Officer returning from leave will have his seniority continued after the period of the leave. Upon the Officer's return, the City will place the Officer in his previous job if the job is vacant. If the job is not vacant, the Officer will be placed in the first available opening in his classification or in a lower-rated classification according to the Officer's seniority, where skill and ability to perform the work without additional training is equal.

1. If, upon expiration of a leave of absence, there is no work available for the Officer or if the Officer could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

2. During the approved leave of absence or layoff under this Agreement, the Officer shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the Officer makes arrangements for the changes and arranges to pay the entire insurance premium involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the City.

ARTICLE XI
SENIORITY

Section 11.1 Definition Acquisition and Retention

Seniority is the preference given in recognition of the relative length of continuous service among individual Police Officers, and shall be based upon length of continuous service since each Police Officer's last date of hire. Newly hired Police Officers and Police Officers rehired following a break in continuous service lasting one year or more shall have no seniority prior to completion of one and a half-year probationary period required under regulations of the Board of Fire and Police Commissioners. Officers rehired within one year shall receive seniority credit for their previous actual years of service only. Upon completion of probation, a Police Officer's seniority shall relate back to his most recent date of hire and shall be retained until occurrence of one of the following:

1. Voluntary resignation;
2. Termination;
3. Retirement;

4. Layoff (including layoff because of medical or physical disability) extending for a period equal to seniority or one year, whichever is less; and
5. Unauthorized taking or over stay of leave of absence or vacation.

Section 11.2 Seniority Lists

An updated seniority roster shall be posted each six months, and a copy thereof shall be given to MAP.

Section 11.3 Purpose of Seniority

Employees shall be allowed preference for use of and scheduling of vacation time, work schedule selection, request for time off, and first choice for extra duty, and for first choice of hire-back according to seniority. Any hire-back opportunities will be posted. Any hire-back opportunities that arise less than 72 hours from assignment shall require notification. Upon dissemination of notification, eligible Officers will have 30 minutes to express interest with respect to seniority. After the expiration of 30 minutes, sign-up will be handled on a first come first served basis. As soon as possible after the expiration of said 30 minutes, an additional notification will be made to inform the outcome. Officers assigned to the Investigations Division who are on-call shall be eligible for hire-back as defined in Section 5.8.

Section 11.4 Layoffs

The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois law, 65 ILCS 5/10-2.1-18.

The City, in the exercise of its right, will not contract out for the performance of duties and tasks normally assigned to a Police Officer in lieu of recalling a Police Officer who has been laid off in accordance with the procedure specified above. The City will not be precluded from hiring additional personnel for special events.

Section 11.5 Recall

Employees who are laid off shall be placed on a recall list for a period of two years or the employee's length of service, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given 14 calendar days notice of recall and notice of recall shall be by certified or registered mail with a copy to MAP, provided that the employee must notify the Chief of Police or the Chief's designee of the employee's intention to return to work within seven calendar days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or the Chief's designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list.

Section 11.6 Effects of Layoff

During the period of time that employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the City:

1. An employee shall be paid for any earned but unused vacation days.
2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family

coverage, in accordance with COBRA.

3. Upon recall, the employee's seniority shall be adjusted by the length of the layoff. Seniority will not be earned while on layoff.

ARTICLE XII
WAGES

Section 12.1 Wage Schedule

Increase wages by 3.00% effective May 1, 2020; by 2.75% effective May 1, 2021; by 2.75% effective May 1, 2022; and by 2.75% effective May 1, 2023, as reflected in Appendix A attached hereto and made a part hereof.

The City may assign a starting salary to a new Officer at any level between the Stage 1 rate and the Stage 3 rate (as set forth in Appendix A), provided that said new Officer thereafter shall be advanced to the next and succeeding stages in line with this Agreement. The assignment of an advanced starting rate shall not give rise to any claim for accelerated advancement of any other Police Officer, nor shall such assignment be deemed to create any precedent with respect to other newly hired Police Officers. Officers shall be compensated, at minimum, in accordance with the wage schedules attached to this Agreement as Appendix A.

Section 12.2 Officer in Charge (OIC)

When a Patrol Officer is assigned by competent authority to act as a shift supervisor in the absence of the Sergeant from that shift, that Police Officer shall receive an increase in pay over his then current hourly rate in the amount of $6.00 per hour.

Section 12.3 Master Police Officer

A master Police Officer grade is established after five years of service.

Section 12.4 Field Training Officer (FTO) Differential

A Police Officer who is Field Training Officer-certified (FTO) shall receive $6.00 for each hour worked as an assigned FTO in addition to his regular rate of pay. FTO training includes supervising and evaluating a new Officer during the assigned training period in addition to other FTO-related functions.

Section 12.5 Canine Officer

The Canine Officer shall be released early for one hour per duty day, operational conditions permitting, during his regular shift to perform canine care responsibilities. If, due to operational conditions, the Officer is not able to be released from the shift, he will be compensated for one hour of pay at a rate of time and one half. On regularly scheduled days off, the Canine Officer will receive one hour of pay at the rate of time and one half to perform canine care responsibilities. For each benefit day used (vacation, sick, personal, other), the Canine Officer will reduce the amount of time used by one hour, when the canine is still under the direct care of the Officer. If the canine is kenneled, then the Officer will use time equal to a full shift. If a Canine Officer is approved for continuous FMLA leave, the Chief may reassign the canine during the duration of the FMLA leave. If a Canine Officer is approved for intermittent FMLA leave, the Chief will decide, in his sole discretion, on a case-by-case basis consistent with the Officer's FMLA certification forms, whether to reassign the canine.

ARTICLE XIII
EDUCATION OPPORTUNITIES

Section 13.1 Notice of Education Opportunities: Education Supervisor

The City will post and update monthly a list of all education opportunities known by the Department to be available for Police Officers. A member of the command shall be designated as the education supervisor of the Department, and the posting shall indicate that further information may be obtained from the Education Supervisor. The Chief of Police will post a list of any additional education and/or training classes deemed appropriate for career opportunities.

Section 13.2 Application Rules

The City shall make available an application form to be used by Police Officers who wish to participate in specific education programs to further their police work careers and skills. The Education Benefits Application form shall be used whenever expenses incurred are to be reimbursed by the City, leaves (paid or unpaid), or schedule changes are being sought. The application shall be submitted to the education supervisor. Such application is to be approved by the City prior to enrollment in an educational program by a Police Officer if changes in scheduling are anticipated, leaves (paid or unpaid) will be requested, or reimbursement of expenses will be requested by the Police Officer.

Specific action on such applications shall be based upon the following criteria: availability of budgeted funds, work schedule disruption, equitable distribution of opportunities, sequence of applications made, and demonstrated effort by individual Police Officers to successfully complete and benefit from education programs. A Police Officer who fails to complete successfully an education opportunity shall be required to refund any monies allocated by the City toward such opportunity unless the City relieves the Police Officer of such obligation due to extenuating circumstances as determined by the City.

Section 13.3 Basic Required Education Programs

This Article shall not apply to basic education programs that may be required of Police Officers as a condition of continued employment.

Section 13.4 Educational Incentive Pay (Refer to 5.2 Hours of Work)

For Police Officers hired prior to May 1, 2006, a Police Officer is eligible for the police related college credit program subject to the following:

1. All college credits must be approved by the Chief of Police as police related or necessary toward the completion of a police-related accredited degree.
2. The individual must earn a grade of C, a percentage equal to a C as described by the college attended, or, if a pass or fail system of grading is utilized, a pass must be earned.
3. Verification of the course taken and documentation of the grade earned must be received by the Chief of Police from the accredited institution attended.
4. The individual will earn increment payments in the following manner:
   A. One payment increment of $300.00 will be paid for 30 semester hours of police-related college credit earned by an individual.
   B. The individual can earn up to four one-time payment increments but can

earn no more than one payment increment of $300.00 in any fiscal year.

C. A maximum of 120 semester credit hours can be compensated for under the increment program in a period of not less than four fiscal years.

D. A maximum of $1,200.00 worth of increment payments can be earned and made in a period of not less than four fiscal years.

E. The increment payment shall be made during the month of June.

F. The increment payment shall not be considered part of the Police Officer's salary.

G. All forms of deductions that the City is required to make by state, federal, or pension dictates will be made from the increment payment.

H. The police department college plan rules of the City of St. Charles shall be used as the policy to be followed by the Chief of Police in the administration of the program.

5. This Section 13.4 shall be in full force and effect and considered part of the Agreement between the City of St. Charles, Illinois, and the Metropolitan Alliance of Police St. Charles Chapter beginning May 1, 1991.

ARTICLE XIV
INSURANCE

Section 14.1 Insurance

A health, life, and accident insurance program shall be provided during the term of this Agreement. The Police Officer shall receive the benefit of any improvements in the insurance program accorded generally to other employees of the City. Each Police Officer shall be given, upon being hired, a schedule or booklet outlining the benefits of the insurance program.

The City and the Officer shall share the cost of the program. Officers will pay 25% of the insurance premium for dependents. The insurance co-payment will be based on the cost difference between single and family COBRA rates.

Officers will have the option of electing a flexible benefit plan to pay for deductibles and premiums with pre-tax dollars.

Officers shall have the right to participate in any wellness program being offered by the City to other employees of the City.

Section 14.2 Retirement Healthcare Funding Plan

The City shall establish and maintain a Retirement Healthcare Funding Plan (RHFP) for bargaining unit employees. The purpose of the plan is to provide the opportunity for these employees to accumulate assets to pay for medical and other eligible expenses at and during retirement. The plan shall be established in accordance with Section 501(c)(9) of the Internal Revenue Code. The City shall be responsible for set-up and administrative fees.

MAP Chapter 27-represented employees authorize the City to make contributions to the plan on their behalf as follows:

- To the extent permitted by the tax code, withhold a percentage of employees' pre-tax salary per pay period and deposit into the RHFP as outlined below.

    - Employees with 0 to 5 years of service will have 2% of their base pay withheld each pay period.
    - Employees with 5 to 15 years of service will have 2.5% of their base pay withheld each pay period.
    - Employees with 15 or more years of service will have 3% of their base pay withheld each pay period.

- To the extent permitted by the tax code, upon retirement, 100% of employees' accrued sick time eligible for payment, as defined in Article IX, Section 9.3, shall be withheld pre-tax and deposited into the RHFP.

- To the extent permitted by the tax code, upon retirement, 100% of employees' accrued vacation time eligible for payment, as defined in Article VII, Section 7.5, shall be withheld pre-tax and deposited into the RHFP.

The City and Union agree that any amendments to or termination of this RHFP is subject to collective bargaining. This includes amendments to the terms articulated above.

The Union agrees to indemnify and hold the City harmless against claims by employees arising out of the City's making and contributing the deductions specified in this Section, and any claims or liability with respect to the tax treatments of such amounts, provided that such deductions are made in accordance Section 14.2 and paid to the plan administrator in accordance with the Employer Participation Agreement established per Section 14.2.

ARTICLE XV
UNIFORM ALLOWANCE

Section 15.1 Uniform Allowance

The City will provide to each Officer assigned to the Patrol Division and covered by this Agreement a uniform benefit. The uniform benefit amount shall be as follows:

May 1, 2020	$900.00
May 1, 2021	$900.00
May 1, 2022	$900.00
May 1, 2023	$900.00

An Officer may select approved uniform items from a vendor or vendors selected by the City, and the City will pay for such purchases directly, not to exceed the annual uniform allowance specified above. Orders must be placed by April 1 each year. Unused annual uniform benefits will not accumulate from one year to the next.

Officers assigned to Investigations may receive a payment in the gross amount of $900.00 on the first regular pay date after May 1 in each calendar year. The choice between receiving payment or the annual uniform allowance shall be made by the Officer no later than April 1. If no

choice is made the Officer will receive the payment. The Crime Prevention Officer allowance will be reviewed on a fiscal year basis to determine the amount to be issued from the $900.00 due to the purchase of uniforms. These payments will be via direct deposit on their regularly issued paycheck. The City shall withhold all required deductions and withholdings from all uniform payments, per applicable IRS regulations.

When Officers transfer from the Patrol Division to the Investigations Division, Officers shall receive their uniform stipend based on their date of transfer:

a) If the Officer transfers into the Investigations Division between May 1 and November 1, the Officer will receive one-half of any unused uniform stipend on the first paycheck after their transfer, and the remaining one-half of any unused uniform stipend on the first paycheck after November 1.
b) If the Officer transfers into the Investigations Division after November 1, the Officer will receive the full amount of his unused uniform stipend on the first paycheck after his transfer.
c) When Officers transfer from the Investigations Division to the Patrol Division, they shall not receive any additional uniform payments until May 1.

The City will also provide an additional benefit amount of up to $400.00 for a bulletproof vest the first year of employment and every five years thereafter. For the term of this Agreement, Police Officer vests shall be replaced as set forth in the vest replacement list, attached hereto as Appendix C.

Officers are responsible for cleaning and maintenance of their uniforms, including replacement necessitated by normal wear, and shall maintain a professional appearance at all times. Uniforms damaged during the line of duty shall be replaced at the City's expense.

Section 15.2 Equipment Allowance

The City may issue cell phones, smart phones, and similar electronic devices to Officers in the Investigations Division. The City shall determine, in its sole discretion, which Officers are required to carry a City-issued electronic device for police business.

The City shall pay the initial cost to purchase the electronic device and shall also pay the monthly cost of any voice and/or data plan. Replacement devices will be made available pursuant to Section 15.3. Compensation for use of the phone off normal work hours shall be pursuant to Section 5.9.

Any Officer who is issued an electronic device will sign the *Smart Phone Compensation Agreement for Non-exempt Employees* (Appendix D) regarding compensation for use of the electronic device. Any Officer who does not consent to the *Smart Phone Compensation Agreement for Non-exempt Employees* agreement will not be issued the device and may be reassigned from Investigations to Patrol.

The use of a City-issued device shall be regulated by the City's policies regarding electronic communication devices, including but not limited to the Electronic Communications policy, Use of Technology policy, and all related provisions of the personnel policy manual, which may be modified from time to time.

Section 15.3 Reimbursement for Destruction of Personal Property

Personal property required to be carried on duty, such as a watch, glasses, etc., shall be repaired or replaced at the Chief's discretion at a reasonable price not to exceed $250.00 in the event of damage pursuant to police duties.

ARTICLE XVI
GRIEVANCE PROCEDURE

Section 16.1 Definition of Grievance

A grievance is a difference of an opinion between a Police Officer or MAP and the City, with respect to the meaning or application of the express terms of this Agreement. The Chapter 27 board of directors, in any combination, shall be designated to attend grievance meetings scheduled pursuant to steps three, four, and five. The chapter may appoint three stewards, one from each shift, who may be the same person(s) selected for the committee, to represent Police Officers in steps one and two of the grievance procedure. The City shall not be required to recognize as a representative for the chapter any Police Officer who has not completed his probationary period of employment or any period of lawful suspension. Accredited non-police officer representatives of MAP and/or the Police Officer's legal counsel may participate in meetings held in steps three, four, or five of the grievance procedure.

Prior to filing a Chapter grievance, the Chapter will arrange for a labor/management meeting within five administrative days of the first event giving rise to a possible grievance or within five administrative days of when the chapter, through the use of reasonable diligence, should have obtained knowledge of the first event giving rise to the possible grievance. If, through the labor/management meeting, there is no mutually agreed upon solution, then the chapter shall have the right to submit a grievance at step three of the grievance procedure if the grievance alleges a violation, misinterpretation, or misapplication of any of the express provisions of this Agreement that relates directly to chapter rights. Any such grievance shall be submitted within ten calendar days of the first meeting.

Section 16.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance (Attachment B) must be raised within five administrative working days after the occurrence of the event giving rise to the grievance, or if the event giving rise to the grievance is such that the Officer would not normally be aware of it within the applicable period, then the time would commence within five administrative working days after the Officer reasonably should have been aware of that event, in accord with the following procedure:

> **Step One:** The appropriate Commander by written notification from the Police Officer to the Commander setting forth the event giving rise to the grievance, the contract provision(s) involved, and the name of the Police Officer. The Commander shall answer in two administrative working days (administrative working days are defined as Monday, Tuesday, Wednesday, Thursday, and Friday between 8:00 a.m. and 4:30 p.m.) after hearing of the grievance and shall, if requested by the Police Officer, meet to discuss the grievance prior to answering it. If no Commander is available prior to the end of the initial five administrative working days, then the grievance shall move to step two.

Step Two: Appeal to Deputy Chief. If the grievance is not settled in step one or if an answer has not been made, the Police Officer may, within five administrative working days, following the Commander's answer, or expiration of the time limit set forth in step one, file with the Deputy Chief a written appeal signed by the Patrol Officer. The Deputy Chief shall give a written answer in five administrative working days after receipt of the written grievance.

Step Three: Appeal to Chief. If the grievance is not settled in step two or if an answer is not given within the time provided therefore and the Police Officer decides to appeal, the Police Officer shall, within five administrative working days from receipt of the step two answer, appeal in writing to the Chief. The Police Officer, the Chapter Board of Directors, and the Chief will discuss the grievance at a mutually agreeable time. The Chief will give his answer in writing within five administrative working days of the discussion to the grievant and Chapter President.

Step Four: Appeal to the City Administrator. If the grievance is not settled in step three and Police Officer decides to appeal, the Police Officer shall, within five administrative working days after receipt of the step three answer or expiration of time provided therefore, file a written appeal to the City Administrator. A meeting between the city administrator or his designee, the Chief of Police, the Police Officer, and the designated members of the Chapter 27 Board of Directors will be held at a mutually agreeable time. The City Administrator or his designee shall give his answer in writing within ten administrative working days of the meeting to the grievant and Chapter President.

Step Five: Binding arbitration. If the grievance is not settled in accordance with the foregoing procedure, MAP may refer the grievance to binding arbitration by giving written notice to the City Administrator within 21 administrative working days after receipt of the City's answer in step four. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five arbitrators who maintain an office in Illinois, Indiana, Iowa, or Wisconsin. Upon receipt of the panel, the parties shall strike names alternately until only one name remains, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the City and MAP requesting that he set a time and a place for the hearing, subject to the availability of the City and MAP representatives. The arbitrator shall not, in his decision or award, 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, and his binding recommendation shall be based solely upon an interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. If the arbitrator finds that the alleged grievance does not involve an interpretation or application of this Agreement, he shall remand the matter to the parties without comment. The decision of the arbitrator shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator, shall be divided equally between the City and MAP.

Section 16.3 Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 16.2. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City unless the parties have

mutually agreed in writing to extend a relevant time limit. If the City fails to provide an answer within the time limits so provided, MAP may immediately appeal to the next step.

Section 16.4 Investigation and Discussion

All grievance discussions and investigations shall take place in a manner that does not interfere with City operations.

Section 16.5 Suspension or Termination

The parties agree that the Chief of Police or acting Chief of Police shall have the right to suspend a non-probationary Officer for up to 30 days or dismiss a non-probationary Officer for just cause without filing charges with the City Board of Fire and Police Commissioners. The decision of the Police Chief or the acting Chief of Police with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure, provided a grievance is filed in writing within five calendar days after such discipline is imposed. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article VI of this Agreement, except that it shall be filed at step three of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause, the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 6 of the Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS 10-2.1-17, the foregoing provision with respect to the appeal and review of suspension or discharge decisions shall be in lieu of and shall expressly supersede and preempt any provisions that might otherwise be contained in the rules and regulations of the City Board of Fire and Police Commissioners.

Discipline of probationary Officers, as well as any verbal warnings, written reprimands, written warnings or other discipline not involving an unpaid suspension or dismissal shall not be subject to the grievance and arbitration procedure.

Section 16.6 Grievance Form

When filing grievances pursuant to this article, grievant shall utilize the grievance form attached to this Agreement as Appendix B, and shall specifically set forth the event giving rise to the grievance, the contract provision(s) allegedly violated, the relief desired and the name of the grievant(s). Written employer responses to all steps shall be documented on the form or written on a separate document and attached to the form.

ARTICLE XVII
PERSONNEL FILES

Section 17.1 Personnel Files and Notice of Disciplinary Action

There shall be one official employee personnel file maintained in the human resources office of the City in relation to each Police Officer. Such file shall include, by way of illustration and not limitation, written evaluations, letters, memoranda, reports, and other materials bearing on the quality of the Police Officer's professional service.

A Police Officer may inspect the contents of his file at reasonable times upon request to human resources with a 24 hour notice. Personnel files must remain in human resources. Police Officers shall receive copies of those materials placed in the file which are required by law to be furnished to them and may, if they desire, add materials to the files explaining or refuting materials contained there.

Logbooks used by supervisory personnel for the purpose of documenting Officer performance and used as a basis for performance evaluations shall be made available for Officers to review. Supervisors shall make a reasonable attempt to notify Officers of any entry into the logbook, and covered Officers may obtain from their supervisor a copy of the logbook entries pertaining to them.

Section 17.2 Purge of Personnel Files

Parties agree that should an Officer receive a written reprimand or an oral reprimand that has been reduced to writing, and further, should said document be filed in the Officer's personnel file, then the parties agree that should the Officer not receive any further written reprimands or oral reprimands reduced to writing for a period of 18 consecutive months, then upon the Officer's written request, his personnel file shall be purged of the previous written reprimand or oral reprimand reduced to writing, provided, however, that any such discipline pertaining to harassment (as defined by city policy), workplace violence or threats, theft, or misappropriation of property shall not be subject to purge from the employee's personnel file.

ARTICLE XVIII
LABOR-MANAGEMENT COMMITTEE/WRITTEN DIRECTIVES

Section 18.1 Scope

The Union and the employer mutually agree that in the interest of management and employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the employer. Such meetings shall be held monthly as agreed by both parties at a mutual time and place. In addition to monthly meetings, each party may request a meeting at least 10 calendar days in advance by placing, in writing, a request to the other for a meeting of the labor-management committee and expressly providing the agenda for such meeting. Such meetings shall be held in the police department or other mutually agreed upon place and limited to:

- Discussing the implementation and general administration of this Agreement.
- A sharing of general information of interest to the parties.
- Notifying the Union of changes in conditions of employment contemplated by the employer that may affect the Officers.
- Conferring on matters of mutual interest.
- Safety practices and procedures with the police department, equipment additions,

and/or facility modifications

- Questions raised by Police Officers about supervisory practices of the departmental command.

Section 18.2 Conditions

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at meetings of the labor-management committee, nor shall negotiations for the purpose of altering any or all terms of this Agreement be carried on at such meetings.

Section 18.3 Attendance

Attendance at meeting of the labor-management committee shall be voluntary on the Officer's part, and attendance during such meetings shall not be considered time worked for compensation purposes, except for Officers who attend during working hours, the Officer shall be permitted to attend without loss of pay.

Normally, three persons from each side shall attend these meetings, schedules permitting.

Section 18.4 Departmental Written Directives

It is the department's right to issue written directives deemed necessary to maintain and/or improve professional and efficient department operations. To provide the Union an opportunity to comment on written directives before implementation, the Chief will provide the Union with a copy of all written directives at least seven calendar days before implementation, and will allow Union Officers an opportunity to submit written comments relating to said directive during that seven-day period.

Each Officer shall continue to receive copies of departmental written directives. Any change in departmental written directives shall be distributed prior to implementation to each Police Officer. Charges for infraction(s) of the rules or the written directives of the Department will be brought within 30 days after command has knowledge of the events or circumstances upon which such charges are based. All investigations resulting from charges (other than criminal) shall be brought to a conclusion within 180 days of charge(s) being brought against the Officer.

ARTICLE XIX
SAVINGS CLAUSE

Section 19.1 Savings Clause

In the event any article, section, or portion of this Agreement should be held invalid and unenforceable by any board, agency, or court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified in the board, court, or agency decision, and upon issuance of such a decision, the City and the Union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated article, section, or portion thereof.

ARTICLE XX
UNION SECURITY

Section 20.1 Dues Deductions

Upon receipt of proper written authorization from an employee, the employer shall deduct each month's Metropolitan Alliance of Police dues in the amount certified by the treasurer of Metropolitan Alliance of Police from the pay of said Officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within 15 days after the deductions have been made on a semi-monthly basis.

Section 20.2 Union Indemnification

The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Union that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this article. If an improper deduction is made, the Union shall refund directly to the Officer(s) any such amount.

The foregoing indemnification clause shall not require the chapter to indemnify or hold the City harmless in the event the City initiates a cause of action against the Chapter, unless the City initiates such an action in response to a claim or cause of action initiated by another party.

ARTICLE XXI
RATIFICATION AND CHANGES

Section 21.1 Ratification And Amendment

This Agreement shall become effective when ratified by the City and the Union and signed by authorized representative(s) thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 21.2 Maintenance Of Economic Benefits

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the City shall notify the Union of its intention to change them. Upon such notification and if requested by the Union, the City shall meet and discuss such change before it is finally implemented by the City. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Union becomes aware of such a change and has not received notification from the City, the Union must notify the City within 14 days of the date the Union became aware of such change and request discussions or such inaction shall act as a waiver of the right to such discussions by the Union. If no agreement is reached within 30 calendar days after discussions begin, the Union shall have the right to refer the dispute over the change to arbitration as set forth in Section 1614 of the Illinois Public Labor Relations Act. The parties agree that the City shall have the right to temporarily implement the change during the period of such bargaining or arbitration.

ARTICLE XXII
COMPLETE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the employer as provided in the management rights clause, Article II. 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 or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right opportunity are set forth in this Agreement. The Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

ARTICLE XXIII
TERMINATION

Section 24.1 Termination in 2024

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 120 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 90 days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten days prior to the desired termination date, which shall not be before the anniversary date.

Executed this _____day of_____, 2020. After receiving official approval by the President and Board of Directors and ratification by the Union's membership.

Metropolitan Alliance of Police
St. Charles Chapter 27

_____
Jonathon Losurdo, President
Metropolitan Alliance of Police Chapter 27

_____
Joe Bary, Secretary
Metropolitan Alliance of Police Chapter 27

_____
Keith George, President
Metropolitan Alliance of Police

City of St. Charles

_____
Mark Koenen, City Administrator
City of St. Charles

_____
Charles Amenta, City Clerk
City of St. Charles

APPENDIX A
WAGE SCHEDULE

St. Charles Police Department Step Plan for MAP #27 Contract

Tenure	Steps	Current	FY 20-21 3.00%	FY 21-22 2.75%	FY 22-23 2.75%	FY 23-24 2.75%
Stage 1	P-1	$32.30	$33.27	$34.18	$35.12	$36.09
Stage 2	P-2	$41.17	$42.41	$43.58	$44.78	$46.01
Stage 3	P-3	$43.33	$44.63	$45.86	$47.12	$48.42
Stage 4	P-4	$45.43	$46.79	$48.08	$49.40	$50.76
Stage 5	P-5	$47.51	$48.94	$50.29	$51.67	$53.09
Stage 6	P-6	$49.35	$50.83	$52.23	$53.67	$55.15

It is understood by the City and the Union that the above reflects the dollar value of each step under the step plan for Police Officers. The step for each year of service has been increased appropriately as per negotiated agreements contained in this contract. An Officer's step raise (e.g. movement from Stage 1 to Stage 2), shall occur upon successful completion of probation. Thereafter, step raises shall occur on the Officer's anniversary date of hire.

APPENDIX B

STEP #1
ST. CHARLES POLICE DEPARTMENT
FORMAL GRIEVANCE COMPLAINT RECORD

GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT

Grievant's Name (Last, First, MI)	**Badge #**	**Employee #**
Contract Section(s) Violated	**Incident Date**	
Basis of Grievance (attach further documentation if requested)		
Remedy/Adjustment Desired		
Grievant's Signature	**Date**	
Responding Sergeant	**Response Date**	
Disposition		
Respondent's Signature	**Date**	

STEP #2
ST. CHARLES POLICE DEPARTMENT
FORMAL GRIEVANCE COMPLAINT RECORD

GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT

STEP #2

Grievant's Name (Last, First, MI)	**Incident Date**
I am appealing to the level of Deputy Chief.	
Grievant's Signature	**Date**
Responding Deputy Chief	**Response Date**
Disposition	
Respondent's Signature	**Date**

STEP #3
ST. CHARLES POLICE DEPARTMENT
FORMAL GRIEVANCE COMPLAINT RECORD

GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT

Grievant's Name (Last, First, MI)	**Incident Date**
I am appealing to the level of Chief.	
Grievant's Signature	**Date**
Responding Chief	**Response Date**
Disposition	
Respondent's Signature	**Date**

STEP #4
ST. CHARLES POLICE DEPARTMENT
FORMAL GRIEVANCE COMPLAINT RECORD

GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT

Grievant's Name (Last, First, MI)	Incident Date
I am appealing to the level of City Administrator.	
Grievant's Signature	Date
Responding City Administrator	Response Date
Disposition	
Respondent's Signature	Date

APPENDIX C
VEST REPLACEMENT LIST

SCPD Sworn Officer Body Armor Replacement List

Fiscal Year	Officer(s)
2020/2021	Anson, Burden, Crumlett, Jacobo, Losurdo, Peacock, Ross, Schuessler, Woloszyk
2021/2022	Devol, Dony, Grove, Karnath, Mattas, Squillo
2022/2023	Haywood, Larsen, Ocasek, Redmann
2023/2024	Anyon, Bauwens, Bonifas, Garcia, Fawkes, Gaske, Phillips, Rentschler, Schomer, Tynan, Wessendorf

SIDE LETTER
SUBSTANCE USE POLICY

The City of St. Charles is committed to providing a safe, healthy, and productive work environment for all employees, the public, and visitors. Employee health and overall well-being of the mind and body are important. The adverse effects of drug and alcohol use by employees are unacceptable. For the purposes of this policy, "drugs" includes marijuana. Consistent with the spirit and intent of the City's drug and alcohol-free workplace policy, the City of St. Charles has developed and is implementing the following substance use (drugs and alcohol) policy for the Police Officers in accordance with the MAP contract. All aspects of the City's drug/alcohol testing policy including, but not limited to, the collection, handling, shipping, receiving and storage of specimens, laboratory analysis procedures, record keeping and the reporting of test results shall comply with federal regulations. Any changes to the substance use policy will be discussed in labor/management and agreed to by both parties. Employees covered by this Agreement are prohibited from the voluntary consumption, possession, sale, purchase, or delivery of cannabis or cannabis-infused substances while on or off duty, even though Illinois law may permit certain individuals to possess and use cannabis or cannabis-infused substances. However, an employer may not take adverse employment action against an employee based solely on the lawful possession or consumption of cannabis or cannabis-infused substances by members of the employee's household.

SUBSTANCE USE PROHIBITED

All locations, at which City business is conducted, are declared to be drug-free work places. The use, possession, (except, as required, in the line of duty) distribution and/or sale of drugs or alcohol on City premises or during work time by employees or visitors is prohibited. Employees are also prohibited from reporting to work or working under the influence of illegal drugs or alcohol. "Under the influence of drugs or alcohol" is defined as when test results are at or above the levels indicated in this policy. In accordance with this policy, urinalysis tests will be conducted to detect the six following substances for Police Officers: amphetamines, cocaine, marijuana, opioids, 6-Accetylmorphine, and phencyclidine (PCP). Suspected cases of illegal workplace drug/alcohol possession or the distribution or sale of drugs/alcohol may be referred to law enforcement authorities. Employees who use drugs/alcohol harm themselves, endanger others, and can affect the efficiency and effectiveness of City operations.

SUBSTANCE USE TESTING

DRUG TESTING

Employees may be randomly tested no more than two times per calendar year. All urine samples shall be split-samples. The "primary sample" shall be at least 30 ml. of urine; the "split sample" shall be at least 15 ml. Failure of the employee to provide that quantity even after a three-hour second opportunity following drinking up to 40 ounces of water, will cause the employee to be referred for a medical evaluation to develop pertinent information as to whether the employee's inability to provide a specimen is genuine or constitutes a refusal to test. The medical evaluation shall go to the Medical Review Officer (MRO) who will make a conclusion in writing to the City. While this process is being accomplished the employee shall not be working.

The employee will pay for all tests it directs.

The employee will be provided an eight-ounce glass of water every 30 minutes, but not to exceed a maximum of 40 ounces over a period of three hours or until the donor has provided a sufficient urine specimen. The employee shall consume that amount which is not uncomfortable.

ALCOHOL TESTING

Two breath tests are required to determine if the employee has a prohibited alcohol concentration. A "screen" test shall be conducted first. Any results less than .04 alcohol concentration is considered a negative test and a second test is not required. If the alcohol concentration is .04 or greater, a second or "confirmation test" must be conducted. Within two days of receipt, the City shall provide an employee with a copy of any test results that the City received with respect to such employee. The employer will pay for all tests it directs. Time spent at the site and traveling to and from the testing site shall be treated as work time.

POST-OFFER TESTING

No one will be hired or re-hired until they take and pass a urine test for evidence of illegal drug use. All post-offer individuals will be scheduled at the City designated medical provider for substance use testing. The City designated medical provider uses only SAMHSA certified labs. The prospective employee will be required to sign a consent form, show a photo identification, and provide a urine specimen under the security requirements of the City designated medical provider. All positive screens for drug use will be confirmed by Gas Chromatography/Mass Spectrometry (GCMS) before specimens are regarded positive. Should a post-offer individual refuse a substance test or test positive, the offer will be rescinded. All results will be confidential.

TEST CUTOFF LEVELS DEFINED

The initial test cut-off levels are defined as at or above:

INITIAL TEST CUT-OFF LEVELS	
Marijuana metabolites	50 ng/ml
Cocaine metabolites	150 ng/ml
Opiate metabolites Codeine/Morphine	 2000 ng/ml
6-Accetylmorphine	10 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines AMP/MAMP (methamphetamine) MDMA (ecstasy)	 500 ng/ml 500 ng/ml

A positive urine/blood test is defined as at or above these levels of GC/MS Confirmation:

DRUGS	
Marijuana metabolites	15 ng/ml
Benzoylecgonine	100 ng/ml

Codeine	2000 ng/ml
Morphine	2000 ng/ml
6-Accetylmorphine	10 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	250 ng/ml
Methamphetamine MDMA (ecstasy) MDA MDEA	250 ng/ml 250 ng/ml 250 ng/ml 250 ng/ml

POST EMPLOYMENT DRUG TESTING

Once an applicant is hired, the employee may be subject to the following tests:

VEHICLE ACCIDENT

Employee(s) involved in a reportable accident must be tested for substance use if one or more of the following apply:

1. Fatality.
2. If the employee is the driver and receives medical treatment away from accident site (testing must occur within eight hours of the accident for alcohol and 32 hours of the accident for drugs.
3. If the employee is the driver and any vehicle is towed (testing must occur within 32 hours of the incident).
4. Reasonable suspicion of drug usage.

EMPLOYEE ACCIDENT

All employees will be tested for substance use if seeking medical treatment with a medical provider (hospital, clinic, or physician's office) following a work-related injury if there is a reasonable possibility that employee drug or alcohol use could have contributed to the reported injury or illness.

The substance use test must be performed within two hours following the accident. If a required alcohol test is not administered within eight hours following the accident, the employer shall cease attempts to administer an alcohol test. If a required drug test is not administered within 32 hours following the accident, the employer shall cease attempts to administer a controlled substances test. If the employee refuses to submit to the substance use test, he will be treated as if he tested positive.

REASONABLE SUSPICION TESTING

Employees who are suspected of using drugs at any time or being under the influence or effects of drugs or alcohol during work hours will be tested for substance use. This suspicion must be based on the supervisor's specific observations concerning the appearance, behavior, speech and/or body odors of the employee. Testing for alcohol must occur within eight hours of the supervisor's observation. Testing for drugs can occur whenever there is reasonable suspicion.

Employees will be given a completed and signed copy of the reasonable suspicion checklist at the

time that they are directed to undergo reasonable suspicion testing.

Employees selected for testing because of reasonable suspicion will be escorted to the City designated medical provider to provide a urine specimen(s) in accordance with the City policy guidelines. All positive screens for drug use will be confirmed by Gas Chromatography/Mass Spectroscopy (GCMS) before specimens are regarded positive. All positive drug test results will also be reviewed by a Medical Review Officer before results are reported to the City.

RANDOM SELECTION TESTING

The City of St. Charles utilizes a computerized random selection program at the City designated medical provider to provide names to be tested for substance use. All employees in the random selection pool have an equal chance to be selected. Employees may be randomly tested no more than two times per calendar year unless otherwise specified in union contract. A computer does the actual selection and provides two lists:

1. List of each employee in the City pool at the time of selection;
2. List of the actual employees selected at the time of selection.

POSITIVE EMPLOYEE POST-ACCIDENT, REASONABLE SUSPICION, RANDOM SELECTION TEST RESULTS

Positive test results for these tests are defined as:

1. An employee admission that he or she has used drugs and/or alcohol prior to reporting to work or while working.
2. A breath alcohol concentration of .04 or greater.
3. Positive urine test at or above levels stated in the pre-employment result section.
4. Refusal to be tested which may consist of attempting to adulterate sample; substitution of sample; or failure to cooperate in the testing process to include deliberate delay.

REFUSALS OR POSITIVE TEST - REMOVAL FROM THE JOB

Employees who refuse to be tested will be treated as if they tested positive. Refusal consists of attempting to adulterate sample, substitution of sample, or failure to cooperate in the testing process to include deliberate delay. The City may terminate the employee upon a positive test result. The employee, if testing positive, will be removed from his job immediately, required to have an evaluation and education with the Substance Abuse Professional (SAP) through the Employee Assistance Program (Tri-City Family Services), comply with and complete any recommended rehabilitation, and authorize the program to keep the City of St. Charles abreast of the employee's drug-free accomplishments. EAP services, beyond the group health benefits provided by the City of St. Charles, at the time of treatment, is the responsibility of the employee.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Any employee violating this policy is subject to discipline including suspension and/or termination. However, should any employee be convicted of violating a criminal drug statute in the workplace, discipline of the employee will be termination, referral to law enforcement and/or

participation in an approved rehabilitation or drug use employee assistance program (EAP). The Employee Assistance Program for City of St. Charles employees is Tri-City Family Services. If such help is offered and accepted, the employee must satisfactorily take part in the program to continue employment. The City believes that rehabilitation is the preferred solution to any such problem as it both protects our investment in a trained employee and treats the employee concerned with dignity. Payment beyond the group health benefits provided by the City of St. Charles at the time of treatment is the responsibility of the employee.

EAP REQUIREMENTS

1. Employees in treatment due to a violation of this policy may be placed on medical leave at the discretion of the City. Employees who successfully complete rehabilitation will be reinstated to an available opening for which they are qualified.
2. All employees who have tested positive and completed an employee assistance/treatment program will be required to submit to testing with or without cause when ordered by the City for up to one year following completed rehabilitation.
3. Employees who fail to cooperate in an evaluation, fail to successfully complete rehabilitation, or test positive more than once will be terminated.
4. Some or all of the expenses of rehabilitation may be covered by the employee's insurance. Expenses not covered are the responsibility of the employee.
5. Employees may volunteer for rehabilitation and treatment but may not avoid discipline by volunteering. All rehabilitation provisions will still apply. No more than two such leaves for voluntary treatment will be granted to any employee.

DRUG EDUCATION

Employees have the right to know about the dangers of drug use in the workplace, the City policy regarding a drug-free workplace and what is available to help combat drug problems. Education programs on the dangers of drug use in the workplace will be made available on a regular basis. Employees will be made aware of the several kinds of help that are available on a voluntary basis.

These include:

1. Medical insurance benefits for substance use programs.
2. Information about community resources for assessment and treatment.
3. Tri-City Family Services (Employee Assistance Program).

We have established this help as part of our commitment to the health, safety, and well-being of our employees and their families; employees are encouraged to use it as needed.

POLICY ACKNOWLEDGEMENT

All employees must acknowledge in writing (see Substance Use Acknowledgement Form) that they have been informed of the above policy and agree to abide by it in all respects.

RIGHTS AND RESPONSIBILITIES UNDER THE CITY OF ST. CHARLES

POLICY

EMPLOYEE RIGHTS

1. The City of St. Charles will tell the employee that he can't bring in, make, distribute or sell, use or even have with him/her any illegal drugs or alcohol when at work or on City premises.
2. The City of St. Charles will tell the employee what help the City has available to him/her for combating drug and alcohol problems.
3. The City of St. Charles will give the employee a written policy statement explaining the policy about drugs in the workplace.

CRIMINAL CONVICTION

If an employee is convicted by a court of a substance use related criminal violation, the employee may be:

1. Disciplined up to and including termination; or
2. Offered help available to combat the employee's involvement with drugs or alcohol in accordance with the City policy.

EMPLOYEE RESPONSIBILITIES

1. The employee must read the policy statement and certify that he has done so.
2. The employee must agree to abide by the guidelines of the City's policy. The City of St. Charles can terminate an employee if he does not agree.
3. The employee must satisfactorily complete all the steps associated with any offered rehabilitation program.

If an employee has any questions or comments about this policy, please contact the Human Resources Department.

SIDE LETTER
DRUG TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS

The City of St. Charles ("City"), the Metropolitan Alliance of Police Chapter #27, and the Metropolitan Alliance of Police Chapter #28 (Chapter 27 and Chapter 28 are collectively referred to herein as the "Union") hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the City's General Order regarding "Use of Deadly Force Investigative Process," including the section that requires each Officer who is involved in an Officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.

2. For the purpose of clarity, the parties agree that a person "involved in" an Officer involved shooting is defined to mean any Officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple Officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all Officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

3. The parties agree that the term "involved in" an Officer-involved shooting does not include Officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include Officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant. This does not limit the City's right to obtain test results via other available legal process.