



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IE

Title:

Resolution Authorizing the Execution of an Agreement between the City of St. Charles and the Metropolitan Alliance of Police (Sergeants) #28

Presenter:

Jennifer McMahon, Director of Human Resources

Meeting: City Council

Date: April 5, 2021

Proposed Cost: \$116,525.17

Budgeted Amount: \$38,842/year

Not Budgeted:

**Executive Summary** (if not budgeted please explain):

Attached for City Council consideration, is a resolution authorizing execution of a collective bargaining agreement that was unanimously ratified by the Metropolitan Alliance of Police (Sergeants) #28 on March 17, 2021, following collective bargaining. A status update summarizing this tentative agreement was presented to the City Council in executive session on March 22, 2021. The Agreement would be effective from May 1, 2021, through April 30, 2024. The wage schedule specifies a 2.00% increase for the first year with a 1.00% signing bonus. There would be a 2.50% increase and a 2.75% increase for each subsequent fiscal year of the contract. A breakdown of costs is as follows:

Wage and Bonus Only – 3 Year = \$91,099.03      Average Annual Increase = \$30,366.34 (3.74%)

Rolled up with Step – 3 Year = \$116,525.17      Average Annual Increase = \$38,841.72 (3.67%)  
Includes Bonus

Rolled Up without Step – 3 Year = \$81,370.44      Average Annual Increase = \$27,123.48 (2.57%)  
Includes Bonus

The compensation package generally meets the Council’s philosophy of pay at the 75<sup>th</sup> percentile of the City’s established comparable communities.

**Attachments** (please list):

- A Resolution Authorizing the Execution of an Agreement between the City of St. Charles and the Metropolitan Alliance of Police (Sergeants) #28
- Agreement Between the City of St. Charles and the Metropolitan Alliance of Police (Sergeants) #28

**Recommendation/Suggested Action** (briefly explain):

Recommendation to approve a resolution authorizing the execution of an agreement between the City of St. Charles and the Metropolitan Alliance of Police (Sergeants) #28

**City of St. Charles, Illinois  
Resolution No. 2021 - \_\_\_\_**

**Resolution Authorizing the Execution of  
an Agreement Between the City of St. Charles and  
the Metropolitan Alliance of Police (Sergeants) #28**

**Presented and Passed by the  
City Council on April 5, 2021**

WHEREAS, the Metropolitan Alliance of Police (Sergeants) #28 completed bargaining and ratified the proposed Collective Bargaining Agreement with the City that resulted from such bargaining and attached as Exhibit A; and

WHEREAS, the Mayor and City Council has reviewed and discussed the proposed Agreement;

NOW THEREFORE, be it resolved by the authorities of the City of St. Charles that Mark Koenen, City Administrator, is hereby authorized to execute a contract between the City of St. Charles and the Metropolitan Alliance of Police (Sergeants) #28, effective May 1, 2021, through April 30, 2024.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 5<sup>th</sup> day of April, 2021.

PRESENTED by the City Council of the City of St. Charles, Illinois, this 5<sup>th</sup> day of April, 2021.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 5<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
Raymond P. Rogina, Mayor

ATTEST:

\_\_\_\_\_  
Charles Amenta, City Clerk

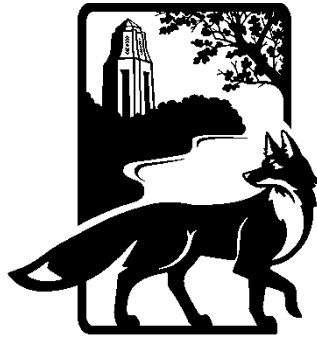
COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



ST. CHARLES  
SINCE 1834

Agreement  
Between  
the City of St. Charles, Illinois  
and



Metropolitan Alliance of Police  
St. Charles Chapter 28

*May 1, 2021~~7~~ – April 30, 2024~~1~~*

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## **PREAMBLE**

THIS AGREEMENT is entered into by the City of St. Charles, Illinois (hereinafter referred to as the “City” or the “Employer”) and the METROPOLITAN ALLIANCE OF POLICE, St. Charles Chapter #28 (hereinafter referred to as “MAP”) is in recognition of MAP’s status as the representative of certain of the City’s full-time sworn Sergeants and has as its intent to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the City and MAP do mutually promise and agree as follows:

## **ARTICLE I** **RECOGNITION**

### **Section 1.1. Recognition of Bargaining Agent.**

Pursuant to a certification by the Illinois Labor Relations Board in Case No. S-RC-07-103, the City recognizes MAP as the sole and exclusive collective bargaining representative for all full-time sworn peace officers in the rank of Sergeant employed by the City (hereinafter referred to as “Sergeants” or “employees”), but excluding all supervisory, managerial, and confidential employees as defined by the Illinois Public Labor Relations Act (“Act”), including all sworn peace officers below the rank of sergeant and above the rank of sergeant, any employees excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other employees employed by the City.

Unless the context indicates otherwise, the terms “Sergeant(s)” or “Police Sergeants” or “employee(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 Sergeant 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 incurring 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 sergeant claiming such pay. MAP recognizes the essential need to minimize lost work time and to avoid interference with the work of the department. No pay shall be due under this section for a sergeant’s attendance at any arbitration hearing, administrative proceeding, ILRB proceeding, disciplinary proceeding, bargaining session or in connection with any union issued subpoena unless such attendance occurs during the sergeant’s regularly scheduled work shift and it



is held at the City of St. Charles. The sergeant's attendance must not impact the work shift or create additional cost to the City.

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

## **ARTICLE II** **MANAGEMENT**

### **Section 2.1. Management of the City and Police Department.**

Except as expressly limited by the express provisions of this agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the right to make and implement decisions with respect to the following matters without having to negotiate over such decisions or the effects of such decisions: to establish, plan, direct, control, and determine the budget and all the operations, services, and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work, to assign overtime; to transfer and reassign employees; to establish work and productivity standards; and, from time to time, to change those standards; to contract out for goods and services; to determine the methods, means, organization, and number of personnel by which departmental services shall be provided or purchased; to make, alter, and enforce reasonable rules, regulations, orders, policies, and procedures; to evaluate employees; to establish performance standards for employees; to change or eliminate existing methods, equipment, or facilities and to introduce new equipment or facilities or introduce ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to discipline, suspend and/or discharge non-probationary employees for cause in accordance with the applicable provisions of the Illinois Municipal Code (probationary employees without cause); and to relieve or lay off employees.

The City shall also have the right to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the City Mayor, the City Administrator, Police Chief, or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods, or other catastrophes or other emergencies. In the event of such emergency action, the provisions of this Agreement, other than the compensation provisions, may be suspended, provided that all the provisions of this Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

### **Section 2.2 Authority of the Board of Fire and Police Commissioners.**

This agreement is not intended to diminish or modify the statutory authority of the Board of Fire and Police Commissioners, St. Charles, Illinois. The parties recognize the authority of the Board with respect to residency requirements and other matters not relating to discipline.

## **ARTICLE III** **PERSONNEL FILES**

### **Section 3.1. Personnel Files.**

The City agrees to abide by the lawful requirements of the "Personnel Records Review Act," 820 ILCS 40/1-40/13 as amended. Sergeants shall have access to their personnel record in accordance with said Act.

**Section 3.2. Purge of Personnel Files.**

Parties agree that should a sergeant receive a written reprimand or an oral reprimand which has been reduced to writing and further should said document be filed in the sergeant's personnel file, then the parties agree that should the sergeant not receive any further written reprimands or oral reprimands reduced to writing, for a period of twenty-four (24) consecutive months, then upon the sergeant'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 sergeant's personnel file.

**ARTICLE IV  
UNION SECURITY**

**Section 4.1. 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 sergeants covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made on a semi-monthly basis.

**Section 4.2. 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 sergeant 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.

**Section 4.3. Fair Share.**

~~During the term of this Agreement, sergeants who are not members of Metropolitan Alliance of Police shall, commencing thirty (30) days after the effective date of this agreement, pay a fair share fee to Metropolitan Alliance of Police for collective bargaining and contract administration services tendered by Metropolitan Alliance of Police as the exclusive representative of the sergeants covered by this agreement. Such fair share fee shall be deducted by the City from the earnings of non-members and remitted to Metropolitan Alliance of Police each month. Metropolitan Alliance of Police shall annually submit to the City, a list of the sergeants covered by this Agreement who are not covered by Metropolitan Alliance of Police and an affidavit that specifies the amount of the fair share fee that shall be determined in accordance with the applicable law.~~

~~The parties agree that in the event of a legal challenge to the Fair Share Agreement, the Union will bear the entire burden of defense, provided that the City does not initiate or prosecute such a legal challenge. Further, the parties agree that the provision will not take effect until the Union provides an accounting to the City showing what the fair share is based on.~~

## **ARTICLE V**

### **NO STRIKE, NO LOCKOUT**

#### **Section 5.1. No Strike.**

MAP agrees on behalf of itself and the sergeants that neither it nor they will, singly or in concert, engage in, induce, call, authorize, support, promote, condone or participate in any strike, sympathy 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 5.2. No Lockout.**

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

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

#### **Section 6.1. Definition of Grievance.**

A “grievance” is a difference of an opinion between a sergeant or MAP and the City with respect to the meaning or application of the express terms of this agreement. A representative of the Chapter 28 Board of Directors shall be designated to attend grievance meetings scheduled pursuant to Steps 2 or 3. The chapter representative may represent sergeants in Steps 1 and 2 of the grievance procedure. The City shall not be required to recognize as a representative for MAP any sergeant who is on suspension. MAP’s legal counsel may participate in meetings held in Steps 3 or 4 of the grievance procedure.

Prior to filing a chapter grievance, MAP will arrange for a pre-grievance meeting, within five (5) administrative days of the first event giving rise to a possible grievance or within five (5) administrative days of when MAP, through the use of reasonable diligence, should have obtained knowledge of the first event giving rise to the possible grievance. If through such meeting, there is no mutually agreed upon solution, then MAP shall have the right to submit a grievance at Step 2 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 (10) calendar days of the first meeting.

#### **Section 6.2. Grievance Procedure.**

Recognizing that grievances should be raised and settled promptly, a grievance must be filed at Step 1 in writing within five (5) 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 sergeant would not normally be aware of it within the applicable period, then the time would commence within five (5) administrative working days after the sergeant reasonably should have been aware of that event, in accordance with the following procedure:

STEP ONE: Commander. By written notification from the sergeant to the Commander, setting forth the event giving rise to the grievance, the contract provision(s) involved, and the name of the sergeant. The Commander shall answer in five (5) administrative working days (administrative working days are defined as: Monday, Tuesday, Wednesday, Thursday, Friday, between 8:00 a.m. and 4:30 p.m.) after hearing of the grievance and shall, if requested by the sergeant, meet to discuss the grievance prior to answering it. If no Commander is available prior to the end of the initial five (5) administrative working days then the grievance may be advanced by the sergeant to Step 2.

STEP TWO: Appeal to Deputy Chief. If the grievance is not settled in Step 1 or if an answer is not given within the time provided therefore and the sergeant decides to appeal, the sergeant shall, within five (5) administrative working days from receipt of the Step 1 answer or expiration of time provided therefore, to appeal in writing to the Deputy Chief. The police sergeant, a representative from the chapter board of directors, and the Deputy Chief will discuss the grievance at a mutually agreeable time. The Deputy Chief will give his answer in writing within five (5) administrative working days of the discussion to the grievant and chapter president.

STEP THREE: Appeal to Chief. If the grievance is not settled in Step 2 or if an answer is not given within the time provided therefore and the sergeant decides to appeal, the sergeant shall, within five (5) administrative working days from receipt of the Step 2 answer or expiration of time provided therefore, to appeal in writing to the Chief. The police sergeant, a representative from 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 (5) 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 3 and the sergeant decides to appeal, the sergeant shall, within five (5) administrative working days after receipt of the Step 3 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 sergeant, and a designated member of the chapter board of directors or the chapter attorney will be held within fifteen (15) calendar days of the filing of the appeal to the City Administrator by the sergeant or MAP, at a mutually agreeable time. The City Administrator or his designee shall give his answer in writing within ten (10) administrative working days of the meeting to the grievant and chapter president.

### **Section 6.3. Binding Arbitration.**

A grievance not settled in Step 4 may be appealed by MAP to arbitration by serving on the City, not later than twenty-one (21) calendar days after the date of the reply of the City Administrator or the City Administrator's designee, a written request to arbitrate. 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 (5) arbitrators. 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.

Arbitrator's Authority. The arbitrator shall consider and decide only the questions of fact raised by the grievance, as originally submitted in writing at Step 1 (or Step 4) as to whether there has been a violation, misinterpretation, or misapplication of the express provisions of this agreement. The arbitrator shall have no power or authority to render a decision (1) contrary to the express provisions of this agreement or (2) restricting, limiting, or interfering in any manner with the powers, duties or responsibilities granted to or imposed on the City under this agreement, applicable law, or public policy. The arbitrator shall not have the power to amend, delete, add to, or change in any way any of the terms of this agreement or to impair, minimize, or reduce any of the rights reserved to management under the terms of Article II or other terms of this agreement, either directly or indirectly, nor shall the arbitrator have the power to substitute the arbitrator's discretion for that of management. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this agreement, or to issue any decision or propose any remedy which is retroactive beyond the period specified in Step 1 (or Step 4) of this grievance procedure. Any decision or award of the arbitrator rendered within the limitations of this section shall be binding upon MAP, the employee and the City.

### **Section 6.4. Time Limits.**

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. 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 6.5. Investigation and Discussion.**

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

**Section 6.6. 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 sergeant for up to thirty (30) days 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 (5) calendar days after such discipline is imposed. The sole recourse for appealing any such decision by the Chief of Police shall be for the sergeant to file a grievance as described herein.

If the sergeant elects to file a grievance as to his suspension or dismissal, the grievance shall be processed in accordance with Article VI of this agreement, except that it shall be filed at Step 3 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. 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 Commissioner.

**ARTICLE VII**  
**TUITION REIMBURSEMENT**

**Section 7.1. Tuition Reimbursement.**

Any request for tuition reimbursement shall be submitted in accordance with the applicable provisions of the City policy manual, as the same may be changed from time to time by the City.

**ARTICLE VIII**  
**HOURS OF WORK: OVERTIME OF WORK**

**Section 8.1. 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 8.2. Normal Work Cycle.**

The work cycle for purposes of Section 7K of the Fair Labor Standards Act shall be ~~seven (7)~~14 days. The City may assign sergeants to an 8.2 hour work day (five (5) consecutive days on, followed by

(two) 2 days off), or it may assign sergeants to a 10.50 hour work day, (four (4) consecutive days on, followed by three (3) consecutive days off), or it may assign sergeants to a 12 hour day (work seven days out of a 14-day pay period), during a ~~seven (7)~~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. Any change would normally 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 a sergeant in a specialty assignment or on transitional duty.

The parties agree that hours worked, as mentioned above, shall include all hours actually worked and 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.

### **Section 8.3. 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 8.4. Overtime.**

Hours worked by a sergeant in excess of forty-two (42) hours per seven day work cycle (a seven day period commencing each Monday at 12:01 a.m.), shall be paid for at time and one-half the sergeant's regular straight-time hourly rate. Overtime work must be approved in advance by the Police Chief or his designee. 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 forty-two (42) hours per week 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 sergeant. If a sergeant is ordered to work beyond twelve (12) continuous hours, that sergeant shall be paid double time that sergeant's normal wage, and that sergeant will continue to be paid double time the sergeant's normal wage until said sergeant's shift ends. If it is operationally necessary for a sergeant to work overtime on a holiday as defined under Section 10.1, said sergeant shall be paid double that sergeant's normal wage for actual time worked after the end of their regularly scheduled holiday shift.

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

### **Section 8.5. Court Time.**

Court time shall be counted to determine whether a sergeant has worked more than forty-two (42) hours per week for purposes of determining overtime pay eligibility. A sergeant who must report to court during his off-duty hours for reasons connected with departmental law enforcement functions and who must therefore make an extra trip to work, shall be guaranteed a minimum of three (3) hours pay at one and one-half times his regular rate, unless such time is part of the sergeant's scheduled shift. A sergeant shall be paid for actual time spent in excess of three (3) hours. The term "court" as used herein does not include any administrative proceeding, such as a Board of Fire and Police Commission hearing, arbitration hearing, or any instance in which the sergeant is subpoenaed by MAP.

### **Section 8.6. Call Back Time.**

For the purpose of this provision, a sergeant shall be deemed "called back" if notified after the expiration of a one (1) 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 sergeant. A sergeant 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 (2) hours

work or, in lieu thereof, shall be guaranteed no less than two (2) hours pay at one and one-half times his regular rate.

**Section 8.7. Standby.**

The Parties agree that for the duration of this agreement, if a sergeant is requested by the State Attorney’s Office or any other outside agency to standby, said sergeant shall be treated as if on court time pursuant to Section 8.5 heretofore described and shall be treated and paid accordingly, provided such standby time is authorized by the Police Chief or his designee. Sergeants 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 sergeant is subsequently called by DuPage County to attend court, the sergeants will be then paid per Section 8.5 above and the two hours straight time for standby will not apply.

**Section 8.8. On Call Time.**

Any covered sergeant assigned to the uniform patrol section who is not on “standby” status as described in Section 8.7, 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 (2) hours of paid time at his regular rate of pay, for each one (1) day on call. Any member assigned to the criminal investigations section covered by this agreement who is not on “standby” status as described in Section 8.7 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 (1) hour held-time or one (1) hour paid time at his regular rate of pay for each one (1) day on call. If the sergeant is called out to active duty during his on call time then he shall be compensated as set forth in Section 8.6 of this agreement, in addition to the held-time received pursuant to this section.

**Section 8.9 Trading Shifts**

Upon written request, represented Sergeants may be allowed to voluntarily trade shifts within the same 14-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 Sergeant 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 IX  
VACATIONS**

**Section 9.1. Eligibility and Allowances.**

Sergeants earn vacation allowance as of their date of hire. Sergeants shall earn vacation allowance in accordance with the following schedule:

<b>Length of Continuous Service</b>	<b>Vacation Hours Per Year</b>
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

~~For sergeants in the bargaining unit as of August 14, 2009, and only those sergeants, vacation allowance at 19 years shall be 225 hours, instead of 205 hours.~~

**Section 9.2. Vacation Pay.**

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

**Section 9.3. Time for Vacations.**

1. Vacation time earned during one (1) full year of service may be used throughout the following year of service. A sergeant may, therefore, "carry over" all days earned during one (1) year of service into the next year of service, except as allowed under Section 2 below.
2. Any full-time sergeant covered by this agreement may not have more vacation accumulated than what the sergeant would earn in two (2) years at the sergeant's anniversary date. In the event that an effected sergeant has in excess of the maximum amount of accumulated vacation at the sergeant'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 sergeant 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. Sergeants may use earned vacation time, held time, and personal time to schedule up to a maximum of thirty (30) days leave prior to his date of retirement, provided the sergeant gives the Chief of Police or his designee ninety (90) days' written notice of his retirement with the condition that his last day worked and his retirement date are both irrevocable. Utilization of vacation time prior to retirement must follow the provisions of Section 9.4. During this time off, the sergeant will not be able to accumulate any additional vacation time, held time, personal time, or sick time. Any vacation time, held time, personal time, or sick time remaining after the sergeant's retirement date will be paid out according to the applicable section of the contract or applicable law. Absent ninety (90) days prior notice as required by this section, a sergeant may not utilize accumulated vacation time to extend creditable service. If any sergeant attempts to use vacation time to extend creditable service without giving proper notice (90 days), the Union, City, and sergeants agree that the City shall report to the Pension Board the employee's seniority based on his last day of actual work prior to the vacation.

**Section 9.4. 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 sergeants shall then select their vacation preferences in the order of their seniority within rank, with the most senior covered sergeant in rank having first choice, and schedule no less than one (1) day, no more than 14 consecutive days, inclusive of scheduled days off, of vacation at a time, except that 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 round is complete. No sergeant may be off for more than 21 consecutive days, inclusive of scheduled days off. 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 14.1 and subject to the scheduling of and approval by the City.

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



Notwithstanding the foregoing, it is expressly understood that the final right to designate and cancel vacation periods and other paid leaves, and the maximum number of employee(s) who may be on vacation or paid leave at any time is exclusively reserved by the Chief of Police in order to ensure the orderly performance of the services provided by the City.

**Section 9.5. Separation.**

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

**ARTICLE X**  
**HOLIDAYS**

**Section 10.1. 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 10.2. Personal Days.**

All covered sergeants shall be entitled to thirty-two and eight-tenths (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 10.3. Eligibility for Holiday Pay.**

A sergeant shall be eligible for holiday pay (8 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 sergeant 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 (1) full shift or was on vacation during the pay period immediately preceding the holiday.

No sergeant shall be eligible for holiday pay if he was scheduled to work on the holiday and was sick.

**Section 10.4. Definition.**

The City at the start of each year shall announce calendar days that are recognized holidays. If an eligible sergeant performs work during a holiday, he shall be paid for the actual time worked at time and one-half. In addition, he shall receive eight (8) hours pay at straight time (holiday pay), pursuant to Section 10.2 of this Article.

**Section 10.4. 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 fourteen (14) nor less than one (1) day prior to the date requested; such request shall be approved or disapproved no more than ten (10) days or less than one (1) day prior to the date requested. Such approval shall be based upon seniority. Each sergeant covered by this agreement may maintain these hours and no more than 120 hours may be accumulated at any time. In lieu of using held time off, a sergeant may request payout of accrued time at the sergeant's applicable straight time hourly rate, in accordance with a procedure established by the City. When a sergeant has 120 hours in his bank, any held time off in excess of that shall be paid out at the sergeant's straight time hourly rate. In lieu of using held time off, a sergeant may request payout of accrued time at the sergeant's applicable straight time hourly rate, in accordance with the current procedure established by the City.

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

**Section 10.5. Procedures To Be Continued.**

Current procedures for recording and applying the holiday benefit shall be continued, except as modified above, provided that each sergeant 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 XI**  
**INSURANCE**

**Section 11.1. Insurance.**

A health, life, and accident insurance program shall be provided during the term of this agreement. Except as otherwise agreed, sergeants shall receive the benefit of any improvements in the insurance program accorded generally to other employees of the City. Each sergeant shall be given, upon being hired, a schedule or booklet outlining the benefits of the insurance program.

The City and the sergeant shall share the cost of the program. Sergeants 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.

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

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

The City shall provide term life insurance in an amount equal to a sergeant's annual base salary.

**Section 11.2. Terms of Insurance Policies to Govern.**

The extent of coverage under the insurance plan or program documents referred to in this agreement shall be governed by the terms and conditions set forth in those policies or plans. Any questions or disputes concerning such insurance documents or benefits under them shall be resolved in accordance with the terms and conditions set forth in the policies or plans and shall not be subject to the grievance and arbitration procedures set forth in this agreement. The failure of any insurance carrier(s) or organization(s)

to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation under this agreement.

### **Section 11.3 Retirement Healthcare Funding Plan (RHFP)**

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.

Bargaining unit members authorize the City to make contributions to the plan on their behalf as follows:

- To the extent permitted by the tax code, withhold 0.5% of employees' pre-tax salary per pay period and deposit into the RHFP.
- To the extent permitted by the tax code, upon retirement, 100% of employees' accrued sick time eligible for payment, as defined in Article XII, Section 12.3, shall be withheld pre-tax and deposited into the RHFP.

~~These contributions shall be effective beginning the first payroll period that falls at least seven (7) calendar days after receipt of a Letter of Determination from the Internal Revenue Service establishing that the RHFP is entitled to tax exempt status under Section 501(c)(9) of the Internal Revenue Code. No contributions shall be made to the RHFP plan based on wages earned before receipt of the Letter of Determination.~~

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.

## **ARTICLE XII SICK LEAVE**

### **Section 12.1. Purpose.**

The purpose of sick leave is to provide a sergeant with protection against loss of income due to personal sickness or injury that prevents the performance of normal job duties. Sergeants 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 a sergeant may use at his discretion but shall be allowed only in cases of actual sickness or disability of the sergeant or to meet physical examination appointments or other sickness prevention measures, which prevents him from working. If a sergeant demonstrates a pattern of sick leave use, the sergeant may be required to file a physician's certificate to substantiate the illness of the sergeant, sergeant's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

### **Section 12.2. Sick Leave Accrual.**

Sergeants will accumulate 8.2 hours per month (98.4 hours per year).

### **Section 12.3. Sick Leave Buyback.**

Upon separation from service, other than involuntary termination, sergeants shall be compensated for all unused sick leave up to a maximum accrual of 600 hours.

## **ARTICLE XIII**

### **LEAVES OF ABSENCE**

#### **Section 13.1. Leave of Absence.**

A member of the bargaining unit may be granted job-protected unpaid family medical leave for up to twelve (12) weeks per twelve (12) month period for any one or more of the following reasons should he meet the eligibility requirements:

1. The birth of a child and in order to care for such a child, or the placement of a child with the sergeant for adoption or foster care (leave for this reason must be taken within the twelve (12) month period following the child's birth or placement with the sergeant);
2. In order to care for an immediate family member (spouse, child, or parent) of the sergeant if such immediate family member has a serious health condition;
3. The sergeant's own serious health condition that makes the sergeant unable to perform the essential functions of his position;
4. Any qualifying exigency arising out of the fact that the sergeant's family member is on active duty, has been notified of an impending call to active duty, or in support of a call to duty in a foreign country. A sergeant is entitled to leave if the military family member is serving in any of the branches of the Armed Forces and is called to active military duty; or
5. Up to 26 weeks of job protected, family and medical leave is provided if a sergeant has a spouse, son, daughter, parent, or next of kin who is a member of the Armed Forces (including Reserves and National Guard), and the sergeant is providing care for the service member who sustained a serious injury or illness in the line of duty while on active duty status at any time during the preceding five years.

#### ***Definitions***

**12-Month Period:** Means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

**Spouse:** Spouse means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the sergeant resides, including same-sex marriage. If both spouses work for the City of St. Charles, their leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if the leave is taken either for the birth or placement for adoption or foster care of a child or to care for a sick parent (but not parent-in-law). If both spouses work for the City of St. Charles, their leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if the leave is taken either for the birth or placement for adoption or foster care of a child or to care for a sick parent (but not parent-in-law).

**Child:** Means a child either under eighteen (18) years of age, or eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability as defined by the Americans with Disabilities Act. A sergeant's "child" is one for whom the sergeant has actual day-to-day responsibility for care and includes, but is not limited to, a biological, adopted, foster, or step-child, a legal ward, or a child of a person standing in loco parentis.

**Parent:** A biological parent or an individual who stands or stood in loco parentis to a sergeant when the sergeant was a son or daughter as defined in "child" above. This term does not include parent-in-law.

**Next of Kin:** Nearest blood relative other than spouse, parent, son, or daughter in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins.

Serious Health Condition: Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e. inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care.

Continuing treatment by a health care provider includes:

1. A period of incapacity lasting more than three (3) consecutive, full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also includes:
  - Treatment two or more times by or under the supervision of a healthcare provider (i.e. in-person visits, the first within seven (7) days and both within 30 days of the first day of incapacity); or
  - One treatment by a healthcare provider (i.e. an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen or treatment (i.e. prescription medication, physical therapy);
2. Any period of incapacity related to pregnancy or for prenatal care. A visit to the healthcare provider is not necessary for each absence;
3. Any period of incapacity or treatment for a chronic serious health condition that continues over an extended period of time, requires periodic visits (at least twice a year) to a healthcare provider, and may involve occasional episodes of incapacity. A visit to a healthcare provider is not necessary for each absence;
4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a healthcare provider is required, rather than active treatment; or
5. An absence to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of three (3) or more days if not treated.

Exigent Circumstances: Exigent circumstances covers a qualifying exigency of short notice deployment or military events and related activities and the need to arrange for childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; and post deployment activities. The need would arise out of the fact the sergeant, spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a call to duty in a foreign country. This means a reserve component service member was called to active duty during a time of war or national emergency, or a military operation in which active forces (reserve or regular military) face an enemy.

### ***Coverage and Eligibility***

To be eligible for family/medical leave a sergeant must:

1. Have worked for the City of St. Charles for at least twelve (12) months; and
2. Have worked at least 1,250 hours over the previous twelve (12) month period.

A poster prepared by the Department of Labor summarizing the major provisions of the Family and Medical Leave Act (FMLA) and telling sergeants how to file a complaint is available in the appendix of the Personnel Policy Manual and posted in all City buildings.

### ***Intermittent or Reduced Leave***

A sergeant may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the sergeant when “medically necessary.”

Medically necessary means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

The sergeant may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.

A sergeant may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the approval of the department director and Director of Human Resources.

### ***Substitution of Paid Leave Time***

A sergeant will be required to substitute any accrued, unused sick time (except for the birth/adoption/foster care of a child), then any accrued, unused vacation time, followed by any accrued, unused personal time, as needed, for any part of a family/medical leave for any reason.

When a sergeant or spouse of a sergeant has a baby, the sergeant may substitute sick time for the serious health condition of the sergeant's spouse or for the sergeant. This is usually (6) weeks for a normal birth and eight (8) weeks if a cesarean is needed, as indicated by the mother's physician. Any additional time off would be deducted from vacation and personal time.

When a sergeant has used all of the above paid time for a portion of family/medical leave, the sergeant may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided for FMLA purposes equals twelve (12) weeks (26 weeks leave for caring for a service member).

FMLA runs concurrently with worker's compensation and disability.

### ***Notice Requirement***

A sergeant is required to give immediate notice, or as soon as reasonably possible. A minimum thirty (30) day notice is required in the event of a foreseeable leave. A minimum ninety (90) day notice is required before the birth of a baby, including caring for a spouse after the birth. An "Employee Request for Family/Medical Leave" form should be completed by the sergeant and returned to Human Resources.

If a sergeant fails to give at least thirty (30) days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until thirty (30) days after the sergeant provides notice.

In the event a sergeant is unable to work by reason of illness, injury, or disability, the sergeant must report the illness, injury, or disability as soon as the condition is known, and thereafter furnish to Human Resources a physician's written statement showing the nature of the condition and the estimated length of time that the sergeant will be unable to report to work along with an "Employee Request for Family/Medical Leave" form.

A sergeant undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruption to City operations.

In unexpected or unforeseeable situations, a sergeant should provide as much notice as practical, followed by a completed "Employee Request for Family/Medical Leave" form.

While on consecutive leave, sergeants are requested to report every two (2) weeks to Human Resources regarding the status of the medical condition and their intent to return to work.

### ***Medical Certification***

1. For leave taken because of the sergeant's or a covered family member's serious health condition, the sergeant must submit a completed "Certification of Health Care Provider" form and return the certification to Human Resources. Medical certification must be provided by the sergeant within fifteen (15) days after requested, or as soon as reasonably possible.
2. The City of St. Charles may require a second or third opinion (at its own expense), periodic reports on the sergeant's status and intent to return to work, and a fitness-for-duty report to return to work.
3. If intermittent or consecutive leave is longer than ninety (90) days, a new or updated "Certification of Health Care Provider" form will be required every six (6) months except for the birth of a child or an adoption.
4. All documentation related to the sergeant's or family member's medical condition will be held in strict confidence and maintained in a separate Family and Medical Leave file.
5. For leaves taken for active duty or to provide care for a serious injury or illness of a member of the Armed Forces, sergeant must submit a copy of the military orders along with a completed "Certification of Serious Injury or Illness of Veteran or Current Service Member."

### ***Effects on Benefits***

1. A sergeant granted a leave under this section will continue to be covered under the City of St. Charles group health insurance plan, life insurance plan, and long-term disability plan under the same conditions as coverage would have been provided if he had been continuously employed during the leave period.
2. Sergeant contributions will be required either through payroll deduction or by direct payment to the City of St. Charles. The sergeant will be advised in writing at the beginning of the leave period as to the amount of payment. Sergeant contribution amounts are subject to any change in rates that occurs while the sergeant is on leave.
3. If a sergeant's contribution is more than thirty (30) days late, the City of St. Charles may terminate the sergeant's insurance coverage for the duration of the leave.
4. If the City of St. Charles pays the sergeant contributions missed by the sergeant while on leave, the sergeant will be required to reimburse the City for delinquent payments upon return from the leave.
5. If the sergeant fails to return from unpaid family/medical leave for reasons other than 1) the continuation of a serious health condition of the sergeant or a covered family member or 2) circumstances beyond the sergeant's control (certification required within thirty (30) days of failure to return for either reason), the City of St. Charles may seek reimbursement from the sergeant for the portion of the premiums paid by the City of St. Charles on behalf of the sergeant (also known as the employer contribution) during the period on leave.
6. A sergeant is not entitled to seniority or benefit accrual during periods of unpaid leave, but will not lose anything accrued prior to leave.

### ***Job Protection***

If the sergeant returns to work immediately upon expiration of an approved Family Medical Leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, and working conditions.

The sergeant's restoration rights are the same as they would have been had the sergeant not been on leave. Thus, if the sergeant's position would have been eliminated or the sergeant would have been terminated but for the leave, the sergeant would not have the right to be reinstated upon return from leave.

### ***Outside Employment***

While the sergeant is off work from the employer due to sergeant's own serious health condition, the sergeant is prohibited from working for another employer.

**Section 13.2. Jury Duty.**

A sergeant 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, a sergeant 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. A sergeant shall immediately notify the Police Chief or his designee if he is required to report for jury duty. The sergeant will keep all compensation received for performing jury duty service.

**Section 13.3. Funeral Leave.**

In the event a sergeant suffers a death in his immediate family (defined, for purposes of this section as: spouse, child, parent, brother, sister, or grandparent, or parent, brother, sister or grandparent of spouse) an emergency paid leave of up to three (3) work days 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 sergeant. Paid leaves of absence in addition to the foregoing, arising in relation to death or serious illness of a sergeant's immediate family shall be handled as requests for, and chargeable to, sick leave.

Sergeants may receive up to two (2) weeks of unpaid leave following the loss of a child, or paid leave if the sergeant elects to use available paid benefit time. Note the three days funeral time can be used towards the paid benefit time. The City reserves the right to request verifying documentation in appropriate circumstances.

**ARTICLE XIV**  
**SENIORITY, PROBATIONARY PERIOD, LAYOFF AND RECALL**

**Section 14.1. Seniority.**

Unless stated otherwise in this agreement, seniority for the purpose of this agreement shall be defined as a sergeant's length of continuous full-time service in rank with the City. Seniority shall not include periods of unpaid leave time in excess of thirty (30) days, except as otherwise required by applicable law. For purposes of extra duty assignments under Article XV only, seniority shall be based upon date of hire.

**Section 14.2. Purpose of Seniority.**

Sergeants shall be allowed preference for use of and scheduling of vacation time, work schedule selection, request for time off, first choice for extra duty among sergeants, and for first choice of approved hire-back according to seniority. Providing first choice for hire-back opportunities shall be the responsibility of the sergeants. Any ordering in by the City will be done by reverse seniority.

**Section 14.3. Probationary Period.**

Newly promoted sergeants shall be employed on a probationary period of one (1) year from the date of their initial promotion. In the event that the new sergeant's performance is not satisfactory and a Performance Improvement Plan (PIP) has been implemented and not met, the Sergeant will be demoted to officer with all the rights and privileges of officer, including seniority.

**Section 14.4. 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.

**Section 14.5. Recall.**

Sergeants who are laid off shall be placed on a recall list for a period of two (2) years or the sergeant's length of service, whichever is less. If there is a recall, sergeants who are still on the recall list shall be recalled in the inverse order of their layoff. Sergeants who are eligible for recall shall be given fourteen (14) calendar day notice of recall and notice of recall shall be by certified or registered mail with a copy to MAP, provided that the sergeant must notify the Chief of Police or the Chief's designee of the sergeant's intention to return to work within seven (7) 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 sergeant, it being the obligation and responsibility of the sergeant to provide the Chief of Police or the Chief's designee with the latest mailing address. If a sergeant fails to respond in a timely manner to a recall notice, the sergeant's name shall be removed from the recall list.

**Section 14.6. Effects of Layoff.**

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

1. A sergeant shall be paid for any earned but unused vacation days.
2. A sergeant 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 sergeant's seniority shall be adjusted by the length of the layoff.

**Section 14.7. Posting of Seniority List.**

The City agrees to post annually a list covering the names of sergeants who are covered by this agreement, in order of seniority from last date of promotion in a position covered by this agreement. The city shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after MAP's receipt of the list.

**Section 14.8. Termination of Seniority.**

Seniority and the employment relationship shall be terminated for all purposes, if the employee:

- a. Quits;
- b. Is discharged;
- c. Voluntarily retires (or is retired should the City adopt and implement a legal mandatory retirement age);
- d. Fails to report to work at the conclusion of a leave of absence or vacation;
- e. Is laid off and fails to notify the Police Chief or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or seven (7) calendar days from the date of the mailing of the notice, whichever is less, or fails to return to work within fourteen (14) calendar days after his notification of intent to return to work or such further date that the City sets for the sergeant's return to work;
- f. Is laid off for a period in excess of two (2) year, or the sergeant's length of service, whichever is less;
- g. Does not perform work for the City for a period in excess of one (1) year, provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the sergeant has recall rights; or

- h. Is absent for two (2) consecutive working days without authorization unless there are proven extenuating circumstances beyond the sergeant's control that prevent notification.

## **ARTICLE XV** **EXTRA DUTY**

### **Section 15.1. Definition.**

"Extra Duty" is worked by a sworn member of the police department 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 a sworn member of the department 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.

The administration will notify the chapter board president or any sergeant 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 sergeant will be ordered to work extra duty for another entity other than the City except as mandated by liquor law ordinance.

### **Section 15.2. 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 member's daily or weekly hours for straight-time or overtime purposes.

### **Section 15.3. Priority of Regular Duty.**

In all cases, a sergeant'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 15.4. Pay for Extra Duty.**

Extra duty shall be compensated at the rate of one and one-half times the master police officer's hourly rate of pay, less applicable statutory deductions, except where such extra duty assignment was mandated by the Chief of Police or his designee, to be filled by the rank of sergeant. In this case, the affected sergeant shall be compensated at one and one-half said sergeant's regular pay. The City acknowledges that it shall be responsible for compensation as set forth herein, to any sworn sergeant who, in good faith, works an extra duty detail. Extra duty compensation shall be paid for actual hours worked.

## **ARTICLE XVI** **WAGES**

### **Section 16.1. Wage Schedule.**

Increase wages by 2.00% effective May 1, 2021~~7~~; by 2.50% effective May 1, 2022~~18~~, and by 2.75% effective May 1, 2023~~19~~, and by 2% effective May 1, 2020, as reflected in Appendix A attached hereto and made a part hereof. A sergeant's hourly rate shall be determined by dividing his annual salary by the sergeant's regular annual scheduled hours of work.

Signing Bonus: For fiscal year 2021/2022 of this Bargaining Agreement only, Sergeants will receive a one-time, non-precedential signing bonus of 1.00% times their May 1, 2021, base wage times 2184 hours. This bonus will be paid for on the second payroll of the fiscal year.

**Section 16.2. Temporary Assignment to Commander.**

Any sergeant temporarily assigned to a Commander position for a period of thirty (30) days or more shall be compensated with a 5% increase to the maximum of the sergeant’s salary range and the work schedule associated with that position.

**Section 16.3. — Retroactivity.**

~~The City agrees to apply the wage schedule attached as Appendix A to the employees covered by this Agreement as provided herein on a retroactive basis, with such wage adjustments made retroactive to May 1, 2017, on all hours compensated by the City. This retroactive pay increase shall apply only to employees employed by the City on the date this Agreement is executed by both parties, and no other provision of this Agreement shall be applied retroactively, unless otherwise provided in this Agreement. This payment shall be made within 45 days of the signing, by both parties, of this agreement.~~

**ARTICLE XVII**  
**UNIFORM ALLOWANCE**

**Section 17.1. Uniform Allowance.**

The City will provide to each sergeant covered by this agreement a uniform benefit. The uniform benefit amount shall be as follows:

May 1, 2021 <del>17</del>	<del>\$825</del> 900.00
May 1, 2022 <del>18</del>	<del>\$825</del> 900.00
May 1, 2023 <del>19</del>	<del>\$825</del> 900.00
<del>May 1, 2020</del>	<del>\$825.00</del>

A sergeant 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. Unused annual uniform benefits will not accumulate from one year to the next.

The City will also provide an additional benefit amount of up to \$400 for a bulletproof vest the first year of employment and every five (5) years thereafter. For the term of this agreement, sergeant vests shall be replaced as set forth in the vest replacement list, attached hereto as appendix B.

Sergeants shall be required to submit orders for uniforms and/or bulletproof vests by April 1<sup>st</sup> ~~5~~ each year.

**Section 17.2. 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 reasonable price not to exceed \$250.00 in the event of damage pursuant to police duties.

**ARTICLE XVIII**  
**MISCELLANEOUS**

**Section 18.1. No Discrimination.**

Neither the City nor MAP shall discriminate in violation of applicable law against any sergeant because of race, sex, age, disability, sexual orientation, creed, color, religion, or national origin. MAP shall represent all sergeants fairly without regard to Union affiliation, non-affiliation, or disaffiliation. Any alleged violations of this Section shall be resolved through the appropriate federal or state agency or court, and shall not be subject to the grievance procedure.

**Section 18.2. 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 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 employee misconduct or to mitigate or void any disciplinary or other action taken by the City to enforce discipline or to maintain efficiency.

**ARTICLE XIX**  
**LABOR-MANAGEMENT COMMITTEE/WRITTEN DIRECTIVES**

**Section 19.1. 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 as agreed to by both parties at a mutual time and place, but at a minimum once per quarter, unless mutually agreed upon to cancel the meeting. In addition to agreed-upon meetings, each party may request a meeting at least ten (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:

- a. Discussing the implementation and general administration of this agreement.
- b. A sharing of general information of interest to the parties.
- c. Notifying the union of changes in conditions of employment contemplated by the employer that may affect the sergeants.
- d. Conferring on matters of mutual interest.
- e. Safety practices and procedures with the police department, equipment additions and/or facility modifications
- f. Questions raised by sergeants about supervisory practices of the departmental command.

**Section 19.2. 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 19.3. Attendance.**

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

Normally, up to three (3) persons from each side may attend these meetings, schedules permitting.

**Section 19.4. 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 (7) calendar days before implementation, and will allow union sergeants an opportunity to submit written comments relating to said directive during that seven (7) day period.

Each sergeant shall continue to receive copies of departmental written directives. Any change in departmental written directives shall be distributed prior to implementation to each police sergeant. Charges for infraction(s) of the rules or the written directives of the department will be brought within thirty (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 one hundred eighty (180) days of charge(s) being brought against the sergeant.

**ARTICLE XX**  
**MISCELLANEOUS PROVISIONS**

**Section 20.1. Ratification and Amendment.**

This Agreement shall become effective when ratified by the City and MAP 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 20.2. Maintenance of Economic Benefits.**

A sergeant's return to work after injury or medical leave, as well as medical exams, functional capacity evaluations, and transitional duty, shall be governed by City policy, as the same may be changed from time to time.

**ARTICLE XXI**  
**SAVINGS CLAUSE**

**Section 21.1. 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 XXII**  
**ENTIRE 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 23.1. Termination in 2021.**

This Agreement shall be effective as of May 1, 2021~~7~~, and shall remain in force and effect until April 30, 2024~~1~~. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (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 ninety (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 (10) days prior to the desired termination date, which shall not be before the anniversary date.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021~~7~~.

**METROPOLITAN ALLIANCE OF POLICE  
ST. CHARLES, CHAPTER 28**

**CITY OF ST. CHARLES**

\_\_\_\_\_  
President

\_\_\_\_\_  
City Administrator

**METROPOLITAN ALLIANCE OF POLICE**

\_\_\_\_\_  
President

\_\_\_\_\_  
City Clerk

**APPENDIX A**  
**SERGEANT HOURLY RATE**

<i>Sergeant Hourly Rate</i>				
	88%	92%	96%	100%
<b>FY <del>17/18</del><u>21/22</u></b>				
<b>Hourly</b>	<del>\$49.64</del> <u>\$53.73</u>	<del>\$51.91</del> <u>\$56.18</u>	<del>\$54.16</del> <u>\$58.63</u>	<del>\$56.42</del> <u>\$61.07</u>
2.00%				
<b>FY <del>18/19</del><u>22/23</u></b>				
<b>Hourly</b>	<del>\$50.64</del> <u>\$55.07</u>	<del>\$52.95</del> <u>\$57.58</u>	<del>\$55.25</del> <u>\$60.10</u>	<del>\$57.54</del> <u>\$62.60</u>
2.50%				
<b>FY <del>19/20</del><u>23/24</u></b>				
<b>Hourly</b>	<del>\$51.65</del> <u>\$56.58</u>	<del>\$54.00</del> <u>\$59.16</u>	<del>\$56.35</del> <u>\$61.75</u>	<del>\$58.70</del> <u>\$64.32</u>
2.75%				
<b>FY <del>20/21</del></b>				
<b>Hourly</b>	<del>-</del> <u>\$52.68</u>	<del>-</del> <u>\$55.08</u>	<del>-</del> <u>\$57.48</u>	<del>-</del> <u>\$59.87</u>
2.00%				

**APPENDIX B**  
**SERGEANT BODY ARMOR REPLACEMENT LIST**

Below is the department's existing body armor replacement list for sergeants:

<b>Fiscal Year</b>	<b>Sergeant</b>
<del>20217/202218</del>	<del>None</del> <u>Lamela</u>
<del>202218/202319</del>	<del>Pierce</del> <u>Ocasek</u> <u>Vicicondi</u>
<del>202319/20240</del>	<del>Clark</del> <del>Majewski</del> <u>None</u>
<del>2020/2021</del>	<del>Kuttner</del> <del>Griesbaum</del>



## **SIDE LETTER** **SUBSTANCE USE POLICY**

The City of St. Charles is committed to providing a safe 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 ~~this commitment~~ 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 Sergeants 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 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 (6) following substances for Sergeants: amphetamines, cocaine, marijuana, ~~opioidsates~~, 6-Accetylmorphine, and phencyclidine (PCP). Suspected cases of illegal workplace drug/alcohol possession or the distribution or sale of drugs/alcohol will 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 (2) 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 (3) hour second opportunity following drinking up to forty (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 employer will pay for all tests it directs.

The employee will be provided an eight (8) ounce glass of water every 30 minutes, but not to exceed a maximum of 40 ounces over a period of three (3) 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 (2) 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:

<b>INITIAL TEST CUT-OFF LEVELS</b>	
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:

<b>DRUGS</b>	
Marijuana metabolites	15 ng/ml
Benzoyllecgonine	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)	250 ng/ml 250 ng/ml

MDA	250 ng/ml
MDEA	250 ng/ml

### **Post Employment Drug Testing**

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

#### ***Post-Accident Testing***

##### **Vehicle Accident**

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

- Fatality.
- If the employee is the driver and receives medical treatment away from accident site (testing must occur within eight (8) hours of the accident for alcohol and 32 hours of the accident for drugs).
- If the employee is the driver and any vehicle is towed (testing must occur within 32 hours of the incident).
- Reasonable suspicion of drug usage.

##### **Employee Accident**

All employees will be tested for substance use if seeking medical treatment ~~following a work-related injury~~ with a medical provider (hospital, clinic, or physician's office) following a work-related injury inf 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 (2) hours following the accident. If a required alcohol test is not administered within eight (8) hours following the accident, the employer shall cease attempts to administer an alcohol test. If a required controlled substance 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 (8) hours of the supervisor's observation. Testing for drugs can occur whenever there is 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 (2) times per calendar year unless otherwise specified in a union contract. ~~Results will be sent to employee within two (2) days of receiving them in HR.~~ 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 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 (1) 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 Policy 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 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 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 #28 (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 Sergeant 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 Sergeant who discharged a firearm thereby causing injury or death to a person or persons. If multiple Sergeants discharged their firearm and it is unclear whose bullet struck the person or persons, then all Sergeants 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 Sergeants 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 Sergeants 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.

~~4~~.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.

**SIDE LETTER**  
**SICK BANK HOURS**

This is a Side Letter to the 2017-2021 collective bargaining agreement between the City of St. Charles, Illinois, (hereinafter referred to as the "City" or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, St. Charles Chapter #28 (hereinafter referred to as "MAP"). The City and MAP hereby agree as follows:

1. The following sergeants have the following sick leave hours in a sick bank, which such hours may be used only in the case of a serious health condition of the employee.

Name	Sick Bank Hours
Shaw, Thomas	345.75

2. This benefit is governed by City personnel policies in effect upon execution of this Side Letter.
3. In accordance with existing City policy, the above sick bank hours are not covered, and shall not be included, in any buyback program, including the buyback described in Section 12.3.
4. It is further understood and agreed that Sergeants shall be ineligible to participate in the Section 401A program offered by the City.

**METROPOLITAN ALLIANCE OF POLICE**  
**ST. CHARLES CHAPTER 28**

**CITY OF ST. CHARLES**

\_\_\_\_\_

\_\_\_\_\_ City Administrator

\_\_\_\_\_

\_\_\_\_\_ City Clerk

\_\_\_\_\_

**METROPOLITAN ALLIANCE OF POLICE**

\_\_\_\_\_ President