



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Motion to approve a Resolution Authorizing the Execution of an Agreement Between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 27

Presenter: Kathy Livernois

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input checked="" type="checkbox"/>	City Council – June 3, 2013
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost: \$722,600 **Budgeted:** YES X NO

If NO, please explain how item will be funded:

Executive Summary:

Attached is a resolution authorizing execution of the agreement that was ratified by the Metropolitan Alliance of Police St. Charles Chapter 27 (patrol officers) following collective bargaining. The agreement will be effective from May 1, 2013, through April 30, 2017. The wage schedule specifies a 2.75% increase for each fiscal year of the contract. Additional changes to the 4-year contract include an increase to Field Training Officer (FTO), pay increase in uniform allowance, and change in how on-call detective pay is determined.

The additional cost to this 4-year contract is approximately \$722,600.

Attachments: *(please list)*

- A Resolution Authorizing the Execution of An Agreement Between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 27
- Agreement Between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 27

Recommendation / Suggested Action *(briefly explain):*

Motion to approve a Resolution Authorizing the Execution of an Agreement Between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 27.

FOR OFFICE USE ONLY

Agenda Item Number: IA

**City of St. Charles, Illinois
Resolution No. 2013 - ____**

**A Resolution Authorizing the Execution of
An Agreement Between the City of St. Charles and
Metropolital Alliance of Police St. Charles Chapter 27**

**Presented & Passed by the
City Council on _____**

WHEREAS, the Metropolitan Alliance of Police St. Charles Chapter 27 (MAP) completed bargaining and ratified the proposed agreement with the City that resulted from such bargaining; 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 Brian Townsend, City Administrator, is hereby authorized to execute a contract between the City of St. Charles and the Metropolitan Alliance of Police St. Charles Chapter 27, effective May 1, 2013, through April 30, 2017.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of June, 2013.

PRESENTED by the City Council of the City of St. Charles, Illinois, this ____ day of June, 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of June, 2013.

Raymond P. Rogina, Mayor

ATTEST:

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 27

May 1, 2013 – April 30, 2017

INDEX

PREAMBLE	5
ARTICLE I	5
RECOGNITION	5
Section 1.1 Recognition of Bargaining Agency.....	5
Section 1.2 Gender.....	5
Section 1.3 MAP Bulletin Board	5
Section 1.4 Representation Time	5
ARTICLE II	6
MANAGEMENT	6
Section 2.1 Management of the City and Police Department.....	6
Section 2.2 Authority of the Board of Fire and Police Commissioners.....	6
ARTICLE III.....	6
NO STRIKE, NO LOCKOUT	6
Section 3.1 No Strike.....	6
Section 3.2 No Lockout	6
ARTICLE IV	7
GENERAL PROVISIONS	7
Section 4.1 No Discrimination	7
Section 4.2 Bill of Rights.....	7
Section 4.3 Review of Personnel File.....	7
ARTICLE V.....	7
HOURS OF WORK: OVERTIME OF WORK	7
Section 5.1 No Guarantee	7
Section 5.2 Hours of Work	7
Section 5.3 Shift Changes.....	8
Section 5.4 Overtime	8
Section 5.5 Call Back Time	9
Section 5.6 Court Time.....	9
Section 5.7 Standby	9
Section 5.8 On Call Time	9
ARTICLE VI	9
EXTRA DUTY.....	9
Section 6.1 Definition.....	9
Section 6.2 Overtime Exclusion	10
Section 6.3 Priority of Regular Duty	10
Section 6.4 Pay for Extra Duty	10
ARTICLE VII.....	10
VACATIONS	10
Section 7.1 Eligibility and Allowances.....	10
Section 7.2 Vacation Pay	11
Section 7.3 Time for Vacations	11
Section 7.4 Scheduling	11
Section 7.5 Separation	12
Section 7.6 Blackout Dates.....	12
ARTICLE VIII.....	12
HOLIDAYS	12
Section 8.1 Holidays Observed.....	12

Section 8.2 Personal Days	12
Section 8.3 Eligibility for Holiday Pay	13
Section 8.4 Definition	13
Section 8.5 Held-Time Off	13
Section 8.6 Procedures To Be Continued	13
ARTICLE IX	14
SICK LEAVE	14
Section 9.1 Purpose	14
Section 9.2 Sick Leave Accrual	14
Section 9.3 Sick Leave Buyback.....	14
ARTICLE X.....	14
LEAVES OF ABSENCE.....	14
Section 10.1 Leave of Absence.....	14
Section 10.2 Application For Leave	14
Section 10.3 Jury Duty.....	15
Section 10.4 Funeral Leave.....	15
Section 10.5 Leave For Illness, Injury Or Disability	15
Section 10.6 Benefits While On Leave.....	15
ARTICLE XI	16
SENIORITY	16
Section 11.1 Definition Acquisition and Retention.....	16
Section 11.2 Seniority Lists	16
Section 11.3 Purpose of Seniority.....	16
Section 11.4 Layoffs	17
Section 11.5 Recall	17
Section 11.6 Effects of Layoff.....	17
ARTICLE XII	18
WAGES	18
Section 12.1 Wage Schedule	18
Section 12.2 Officer in Charge (OIC).....	18
Section 12.3 Master Police Officer.....	18
Section 12.4 Field Training Officer (FTO) Differential	18
ARTICLE XIII.....	18
EDUCATION OPPORTUNITIES	18
Section 13.1 Notice of Education Opportunities: Education Supervisor.....	18
Section 13.2 Applications: Rules.....	18
Section 13.3 Basic Required Education Programs	19
Section 13.4 Educational Incentive Pay (Refer to 5.2 Hours of Work).....	19
ARTICLE XIV.....	20
INSURANCE.....	20
Section 14.1 Insurance.....	20
Section 14.2 RHS Plan	20
ARTICLE XV	21
UNIFORM ALLOWANCE.....	21
Section 15.1 Uniform Allowance	21
Section 15.2 Reimbursement For Destruction Of Personal Property	21
ARTICLE XVI.....	21
GRIEVANCE PROCEDURE.....	21
Section 16.1 Definition of Grievance	21
Section 16.2 Grievance Procedure.....	22

Section 16.3 Time Limits	23
Section 16.4 Investigation and Discussion	23
Section 16.5 Suspension or Termination	23
Section 16.6 Grievance Form	24
ARTICLE XVII	24
PERSONNEL FILES.....	24
Section 17.1 Personnel Files and Notice of Disciplinary Action.....	24
Section 17.2 Purge of Personnel Files	25
ARTICLE XVIII.....	25
LABOR-MANAGEMENT COMMITTEE/WRITTEN DIRECTIVES	25
Section 18.1 Scope.....	25
Section 18.2 Conditions.....	25
Section 18.3 Attendance	26
Section 18.4 Departmental Written Directives	26
ARTICLE XIX.....	26
SAVINGS CLAUSE.....	26
Section 19.1 Savings Clause.....	26
ARTICLE XX.....	26
UNION SECURITY	26
Section 20.1 Dues Deductions.....	26
Section 20.2 Union Indemnification.....	27
Section 20.3 Fair Share.....	27
ARTICLE XXI.....	27
RATIFICATION AND CHANGES	27
Section 21.1 Ratification And Amendment.....	27
Section 21.2 Maintenance Of Economic Benefits	27
ARTICLE XXII	28
COMPLETE AGREEMENT	28
ARTICLE XXIII	28
TERMINATION.....	28
Section 24.1 Termination in 2017	28
APPENDIX A.....	30
WAGE SCHEDULE.....	30
APPENDIX B.....	31
STEP #1 ST. CHARLES POLICE DEPARTMENT FORMAL GRIEVANCE COMPLAINT RECORD	31
STEP #2 ST. CHARLES POLICE DEPARTMENT FORMAL GRIEVANCE COMPLAINT RECORD	32
STEP #3 ST. CHARLES POLICE DEPARTMENT FORMAL GRIEVANCE COMPLAINT RECORD	33
STEP #4 ST. CHARLES POLICE DEPARTMENT FORMAL GRIEVANCE COMPLAINT RECORD	34
APPENDIX C.....	35
VEST REPLACEMENT LIST	35
SIDE LETTER.....	36
SUBSTANCE USE POLICY	36

PREAMBLE

THIS AGREEMENT is entered into by the City and the Metropolitan Alliance of Police St. Charles Chapter 27 this _____ day of May, 2013, and has as its purpose the promotion of harmonious relations between the parties, the establishment of an orderly procedure for resolving differences arising out of the employment relationship, and the establishment of rates of pay, hours of work, and other conditions of employment for employees of the City in the unit described in Article I hereof.

ARTICLE I **RECOGNITION**

Section 1.1 Recognition of Bargaining Agency

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

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

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

Section 1.2 Gender

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

Section 1.3 MAP Bulletin Board

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

Section 1.4 Representation Time

A police officer who is in a representative capacity during his scheduled working hours shall be excused from his/her 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 officer claiming such pay. MAP recognizes the essential need to minimize lost work time and to avoid interference with the work of the department.

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

ARTICLE II **MANAGEMENT**

Section 2.1 Management of the City and Police Department

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

Section 2.2 Authority of the Board of Fire and Police Commissioners

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

ARTICLE III **NO STRIKE, NO LOCKOUT**

Section 3.1 No Strike

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

Section 3.2 No Lockout

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

ARTICLE IV

GENERAL PROVISIONS

Section 4.1 No Discrimination

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

Section 4.2 Bill of Rights

The City acknowledges its obligations under 50 ILCS 725/1 et seq., relative to actions taken by the department that are subject to said law.

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

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

Section 4.3 Review of Personnel File

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

ARTICLE V

HOURS OF WORK: OVERTIME OF WORK

Section 5.1 No Guarantee

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

Section 5.2 Hours of Work

The work cycle for purposes of Section 7K of the Fair Labor Standards Act shall be seven (7) days. The City may assign officers to an 8.2 hour work day (five (5) consecutive days on, followed by 2 days off), or it may assign officers to a 10.25 hour work day, (four (4) consecutive days on, followed by three (3) consecutive days off), or it may assign officers to a twelve (12) hour day during a seven (7) day period. Prior to the City initiating any change in schedule, the City must provide notice to the chapter, along with an opportunity to meet and discuss the reasons for said change. If the City changes the schedule to a 8.2 hour work day (five (5) consecutive days on, followed by two (2) days off), the City will return Election Day (Section

8.1) and the Education Incentive Pay (Section 13.4). Such change in schedule and return would be effective with the first shift selection cycle following the notice of the decision to change.

The chief of police or his designee, based on consecutive days, followed by consecutive days off, may assign scheduled hours for 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 in any paid leave of absence, which shall include but shall not be limited to sick leave, vacation leave, holiday leave, and any other authorized paid time off, except that paid holiday pay for unworked holidays shall not be included in said calculation.

In addition, the chief of police or his designee, based on consecutive days, followed by consecutive days off, may assign scheduled hours for an officer in a specialty assignment not in patrol other than the K-9 position or on transitional duty.

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

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

Section 5.3 Shift Changes

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

Section 5.4 Overtime

Time worked by a patrol officer in excess of 10.25 hours a day or an officer otherwise assigned to 8.2 hours a day, consisting of a twenty-four (24) hour period commencing each day at 12:01 a.m. or forty-one (41) hours per week (a seven-day period commencing each Monday at 12:01 a.m.), shall be paid for at time and one-half the police officer's regular straight-time hourly rate. Overtime pay shall not be paid more than once for the same hours worked. Overtime pay shall not be paid for hours worked in excess of forty-one (41) hours per week or 8.2/10.25 hours per day due to a shift change. There shall be no pyramiding of overtime, and under no circumstances shall the City be obligated to pay for time not actually worked by the police officer claiming pay unless agreed upon to settle a grievance or binding arbitration. If an officer is ordered to work beyond twelve (12) continuous hours that officer shall be paid double time that officer's normal wage and that officer will continue to be paid double time the officer's normal wage until said officer's shift ends.

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

Section 5.5 Call Back Time

For the purpose of this provision, a police officer shall be deemed "called back" if notified after the expiration of a one (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 officer. A police officer who is called back to duty after leaving work and before the start of his next regular scheduled assignment shall be guaranteed no less than two (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 5.6 Court Time

Court time shall be counted to determine whether a police officer has worked more than forty-one (41) hours per week or 8.2/10.25 hours per day for purposes of determining overtime pay eligibility. A patrol officer who must report to court during his off-duty hours for reasons connected with departmental functions, and who must therefore, make an extra trip to work, shall be guaranteed a minimum of three (3) hours pay at one and one-half times his regular rate, unless such time is part of the officer's scheduled shift. An officer shall be paid for actual time spent in excess of three (3) hours.

Section 5.7 Standby

The parties agree that for the duration of this agreement, if an officer is requested by the State Attorney's Office or any other outside agency to standby, said officer shall be treated as if on court time pursuant to Section 5.6 heretofore described and shall be treated and paid accordingly.

Section 5.8 On Call Time

Any covered officer assigned to the uniform patrol section who is not on "standby" status as described in Section 5.7, and is directed by the chief of police or his designee to be available to respond to a call to active duty shall receive two (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 5.7, and is directed by the chief of police or his designee to be available to respond to a call to active duty within a specific time period shall receive a minimum of one (1) hour held-time or one (1) hour paid time, at his regular rate of pay, for each twelve (12) hours (overnight) on call and two (2) hours for each twenty-four (24) hours on call (to include weekends or holidays). If the officer is called out to active duty during his on call time then he shall be compensated as set forth in Section 8.5 of this agreement, in addition to the held-time received pursuant to this section.

ARTICLE VI
EXTRA DUTY

Section 6.1 Definition

"Extra Duty" is worked by a sworn officer (police officer, police sergeant/police deputy chief) in uniform 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 officer (police officer, police sergeant, police deputy chief) in uniform 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 board member of any extra duty opportunities that are received by the administration less than seventy-two (72) hours from the requested duty for the purposes of notifying members of the extra duty opportunity.

As such, no member will be ordered to work extra duty for another entity other than the City except as mandated by liquor law ordinance.

Section 6.2 Overtime Exclusion

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

Section 6.3 Priority of Regular Duty

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

Section 6.4 Pay for Extra Duty

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

**ARTICLE VII
VACATIONS**

Section 7.1 Eligibility and Allowances

All officers shall be eligible for paid vacation time after the completion of one (1) year of continuous full-time employment. Officers start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned yearly based on the following schedule:

Length of Continuous Service	Vacation Hours Per Year
1-4 years	82 hours
5-9 years	123 hours
10 years	131.20 hours
11 years	139.40 hours

Length of Continuous Service	Vacation Hours Per Year
12 years	147.60 hours
13 years	155.80 hours
14 years	164.00 hours
15 years	172.20 hours
16 years	180.40 hours
17 years	188.60 hours
18 years	196.80 hours
19 years	205.00 hours

Section 7.2 Vacation Pay

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

Section 7.3 Time for Vacations

1. Vacation time earned during one (1) full year of service may be used throughout the following year of service. An officer 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 officer covered by this agreement may not have more vacation accumulated than what the officer would earn in two (2) years at the officer's anniversary date. In the event that an effected officer has in excess of the maximum amount of accumulated vacation at the officer's anniversary date, said vacation time shall be reduced to the maximum allowable accumulation amount.
3. No payment in lieu of vacation time taken will be made except as provided at the time of resignation or unless the excess vacation accumulation occurred because the officer was asked to postpone previously scheduled vacation by his/her chief of police/supervisor. Any such vacation payment shall require a written application for payment, signed by the respective chief of police, which specifically defines the circumstances that necessitated its usage and that only the amount of vacation time which was actually postponed at the City's request will be eligible for payment.
4. An officer may not utilize accumulated vacation time to extend creditable service during the twelve (12) month period following accrual.

Section 7.4 Scheduling

On or about November 15 the chief of police or his designee shall initiate the selection procedure to establish a schedule for vacation during the upcoming calendar year. The covered officers shall then select their vacation preferences in the order of their seniority within rank, with the most senior covered officer in rank having first choice, and schedule no less than one (1) day, no more than 14 consecutive days, inclusive of scheduled days off, of vacation at a time, except that greater or lesser amounts may be scheduled at the request of and at the approval of the chief of police or his designee after the initial selection process is complete. The vacation

period requested, pursuant to this procedure, shall be submitted to the chief of police or his designee for approval by December 15, and the request shall be reviewed and if necessary modified by the chief of police in a vacation schedule posted on or before January 1. Thereafter vacation requests shall be handled on in accordance with Section 11.3 and subject to the scheduling of the City.

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

Section 7.5 Separation

The parties agree that upon an officer's separation from the department he shall receive compensation at his then hourly rate for each hour of accumulated, unused vacation time. A patrol officer who resigns prior to receipt of an annual vacation benefit without giving at least fifteen (15) days notice to the City, or who is terminated by the City for cause shall forfeit vacation benefits.

Section 7.6 Blackout Dates

Although the chapter recognizes the City may designate special events during the calendar year where time off requests are restricted due to the nature of the event ("blackout dates"), the parties agree that such blackout dates will not impair officers' ability to schedule vacation for one officer per shift pursuant to Section 7.4. Officers shall not be allowed to overlap vacations during blackout dates. In addition, blackout dates shall not affect officers assigned to midnight shifts during said blackout date. The chief of police or his designee will make a reasonable attempt to ensure that there will be no O.I.C.'s during the blackout dates.

ARTICLE VIII **HOLIDAYS**

Section 8.1 Holidays Observed

The paid holidays to be observed shall be as follows:

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

Section 8.2 Personal Days

All covered police officers shall be entitled to 32.8 hours of personal time off exclusive of holidays per calendar year. Said personal time off shall be taken upon written request to, and

approval from, the chief of police or his designee. Requests for personal time shall not be unreasonably denied.

Section 8.3 Eligibility for Holiday Pay

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

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

Section 8.4 Definition

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

Section 8.5 Held-Time Off

The department command shall have the final responsibility for granting and scheduling specific requests for held-time off so that departmental services are not impaired. Requests for the use of accrued held-time off shall not be unreasonably denied. Requests for days off to compensate for a worked holiday shall be submitted no more than 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 officer covered by this agreement may maintain these hours and no more than 120 hours may be accumulated at any time. When an officer has 120 hours in his bank, any held time off in excess of that shall be paid out at the officer's straight time hourly rate. In lieu of using held time off, an officer may request payout of accrued time at the officer's applicable straight time hourly rate, in accordance with the current procedure established by the City.

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

Section 8.6 Procedures To Be Continued

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

ARTICLE IX

SICK LEAVE

Section 9.1 Purpose

The purpose of sick leave is to provide an officer with protection against loss of income due to personal sickness or injury that prevents the performance of normal job duties. Officers may occasionally use accrued sick leave for the care of dependents of their household who may be afflicted with a short-term illness when no other person is available to provide care. Other provisions shall be made if the dependent requires extended care. Sick leave is not to be considered a privilege that an employee may use at his/her discretion, but shall be allowed only in cases of actual sickness or disability of the employee, or to meet physical examination appointments or other sickness prevention measures, which prevents him from working. If an employee demonstrates a pattern of sick leave use, the employee may be required to file a physician's certificate of illness.

Section 9.2 Sick Leave Accrual

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

Section 9.3 Sick Leave Buyback

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

ARTICLE X

LEAVES OF ABSENCE

Section 10.1 Leave of Absence

A police officer who desires a medical leave of absence (paid or unpaid) shall make written application, therefore, stating the reason for the leave, length thereof, and the date of return. This leave may be approved for up to 364 days, inclusive of the Family & Medical Leave Act, and doctor notes will be provided upon request. The chief of police thereof, must approve all applications for leave and extension in writing before being considered effective. The chief's decision whether to grant, revoke or modify leaves of absence shall be final.

Section 10.2 Application For Leave

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

Section 10.3 Jury Duty

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

Section 10.4 Funeral Leave

In the event a police officer suffers a death in his immediate family (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. For death of spouse, child, or parent, an emergency paid leave of up to five (5) workdays may be granted by the chief of police or his designee. Such time shall be used for the purpose of attending the funeral, necessary travel associated therewith, making funeral arrangements, and attending to other matters which cannot be attended to outside work time and arising directly in relation to the relative's death or funeral.

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

Section 10.5 Leave For Illness, Injury Or Disability

1. In the event an officer is unable to work by reason of illness, injury, or disability (including those compensable under workers' compensation), the City may grant a leave of absence without pay during which time seniority shall not accrue (unless required by law) except that for a work-related injury compensable under workers' compensation, an officer shall accrue seniority for the first twelve (12) months of leave.
2. To qualify for such leave, the officer must report the illness, injury, or disability as soon as the illness, injury, or disability is known and thereafter furnish to the chief of police or his designee a physician's written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the officer will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the officer shall furnish a current report.

Section 10.6 Benefits While On Leave

Unless otherwise stated in this article or otherwise required by law, length of service shall not accrue for an officer who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the officer returns to work on a pay status. Unless otherwise stated in this article, an officer returning from leave will have his seniority continued after the period of the leave. Upon the officer's return, the City will place the officer in his or her previous job if the job is vacant. If the job is not

vacant, the officer will be placed in the first available opening in his classification or in a lower-rated classification according to the officer's seniority, where skill and ability to perform the work without additional training is equal.

1. If, upon expiration of a leave of absence, there is no work available for the officer or if the officer could have been laid off according to his seniority except for his leave, he shall go directly on layoff.
2. During the approved leave of absence or layoff under this agreement, the officer shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the officer makes arrangements for the changes and arranges to pay the entire insurance premium involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the City.

ARTICLE XI **SENIORITY**

Section 11.1 Definition Acquisition and Retention

Seniority is the preference given in recognition of the relative length of continuous service among individual police officers, and shall be based upon length of continuous service since each police officer's last date of hire. Newly hired police officers and police officers rehired following a break in continuous service lasting one year or more shall have no seniority prior to completion of one (1) and a half-year probationary period required under regulations of the Board of Fire and Police Commissioners. Officers rehired within one year shall receive seniority credit for their previous actual years of service only. Upon completion of probation, a police officer's seniority shall relate back to his most recent date of hire and shall be retained until occurrence of one of the following:

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

Section 11.2 Seniority Lists

An updated seniority roster shall be posted each six (6) months, and a copy thereof shall be given to MAP.

Section 11.3 Purpose of Seniority

Employees shall be allowed preference for use of and scheduling of vacation time, work schedule selection, request for time off, and first choice for extra duty, and for first choice of hire-back according to seniority. First choice for hire back opportunities means a call down the

seniority list to provide those opportunities to those officers not present when the opportunities present themselves. Any hire-back opportunities that arise less than 72 hours from assignment shall require a call down the seniority roster.

Section 11.4 Layoffs

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

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

Section 11.5 Recall

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

Section 11.6 Effects of Layoff

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

1. An employee shall be paid for any earned but unused vacation days.
2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage, in accordance with COBRA.
3. Upon recall, the employee's seniority shall be adjusted by the length of the layoff. Seniority will not be earned while on layoff.

ARTICLE XII

WAGES

Section 12.1 Wage Schedule

Increase wages by 2.75% effective May 1, 2013; by 2.75% effective May 1, 2014; by 2.75% effective May 1, 2015; and by 2.75% effective May 1, 2016, as reflected in Appendix A attached hereto and made a part hereof.

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

Section 12.2 Officer in Charge (OIC)

When a patrol officer is assigned by competent authority to act as a shift supervisor in the absence of the sergeant from that shift, that police officer shall receive an increase in pay over his then current hourly rate in the amount of five dollars (\$5.00) per hour.

Section 12.3 Master Police Officer

A master police officer grade is established after five (5) years of service.

Section 12.4 Field Training Officer (FTO) Differential

A police officer who is field training officer-certified shall receive six dollars (\$6.00) for each hour worked as an assigned FTO in addition to his/her regular rate of pay. FTO training includes supervising and evaluating a new officer during the assigned training period in addition to other FTO-related functions.

ARTICLE XIII

EDUCATION OPPORTUNITIES

Section 13.1 Notice of Education Opportunities: Education Supervisor

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

Section 13.2 Applications: Rules

The City shall make available an application form to be used by police officers who wish to participate in specific education programs to further their police work careers and skills. The Education Benefits Application form shall be used whenever expenses incurred are to be

reimbursed by the City, leaves (paid or unpaid), or schedule changes are being sought. The application shall be submitted to the education supervisor. Such application is to be approved by the City prior to enrollment in an educational program by a police officer if changes in scheduling are anticipated, leaves (paid or unpaid) will be requested, or reimbursement of expenses will be requested by the police officer.

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

Section 13.3 Basic Required Education Programs

This article shall not apply to basic education programs that may be required of police officers as a condition of continued employment.

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

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

1. All college credits must be approved by the chief of police as police related or necessary toward the completion of a police-related accredited degree.
2. The individual must earn a grade of C, a percentage equal to a C as described by the college attended, or, if a pass or fail system of grading is utilized, a pass must be earned.
3. Verification of the course taken and documentation of the grade earned must be received by the chief of police from the accredited institution attended.
4. The individual will earn increment payments in the following manner:
 - A. One payment increment of three hundred dollars (\$300.00) will be paid for thirty (30) semester hours of police-related college credit earned by an individual.
 - B. The individual can earn up to four (4) one-time payment increments but can earn no more than one (1) payment increment of three hundred dollars (\$300.00) in any fiscal year.
 - C. A maximum of one hundred twenty (120) semester credit hours can be compensated for under the increment program in a period of not less than four (4) fiscal years.
 - D. A maximum of one thousand two hundred dollars (\$1,200.00) worth of increment payments can be earned and made in a period of not less than four (4) fiscal years.
 - E. The increment payment shall be made during the month of June.
 - F. The increment payment shall not be considered part of the police officer's salary.

- G. All forms of deductions that the City is required to make by state, federal, or pension dictates will be made from the increment payment.
 - H. The police department college plan rules of the City of St. Charles shall be used as the policy to be followed by the chief of police in the administration of the program.
- 5. This Section 13.4 shall be in full force and effect and considered part of the agreement between the City of St. Charles, Illinois, and the Metropolitan Alliance of Police St. Charles Chapter beginning May 1, 1991.
 - 6. All police officers under active employment with the St. Charles police force on or before May 1, 1981, are unaffected by the aforementioned Section 13.4 as settled on May 1, 1981. Police officers in this category are to receive full benefit of the police related college.
 - 7. Credits Program as outlined in Section 13.4 of the agreement is in effect from May 12, 1980, to April 30, 1981.

ARTICLE XIV

INSURANCE

Section 14.1 Insurance

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

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

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

Officers shall have the right to participate in the City's HEALTHY Program.

Section 14.2 RHS Plan

During the term of this agreement, the City will cooperate with MAP to create a retirement health savings plan (RHSP) for members of the bargaining unit to make eligible pre-tax contributions on their own behalf to offset the cost of post-retirement health care costs. The selection of an RHS Plan shall be by mutual agreement between the City and MAP. Such plan is created with the express understanding that it shall be non-contributory by the City, i.e., the City shall have no obligation to make any contributions on behalf of any employee. Any administrative costs shall be borne by employee participants through the plan. Unless otherwise required by the RHS plan, the City will not charge participants any costs for its internal administration of the plan. Employee eligibility for participation in the RHS Plan, as well as contribution elections, withdrawals, qualified expenses, benefits provided, and the tax effect of

providing those benefits, shall be governed by the terms and conditions set forth in the RHS plan document, as the same may be changed from time-to-time by the plan administrator.

ARTICLE XV
UNIFORM ALLOWANCE

Section 15.1 Uniform Allowance

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

May 1, 2013	\$825.00
May 1, 2014	\$825.00
May 1, 2015	\$825.00
May 1, 2016	\$825.00

An officer may select approved uniform items from a vendor or vendors selected by the City, and the City will pay for such purchases directly, not to exceed the annual uniform allowance specified above. 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 four hundred dollars (\$400.00) for a bulletproof vest the first year of employment and every five (5) years thereafter. For the term of this agreement, police officer vests shall be replaced as set forth in the vest replacement list, attached hereto as Appendix C.

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

Section 15.2 Reimbursement For Destruction Of Personal Property

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

ARTICLE XVI
GRIEVANCE PROCEDURE

Section 16.1 Definition of Grievance

A grievance is a difference of an opinion between a police officer or MAP and the City, with respect to the meaning or application of the express terms of this agreement. The Chapter 27 board of directors, in any combination, shall be designated to attend grievance meetings scheduled pursuant to steps three, four, and five. The chapter may appoint three stewards, one from each shift, who may be the same person(s) selected for the committee, to represent police officers in steps one and two of the grievance procedure. The City shall not be required to

recognize as a representative for the chapter any police officer who has not completed his probationary period of employment or any period of lawful suspension. Accredited non-police officer representatives of MAP and/or the police officer's legal counsel may participate in meetings held in steps three, four, or five of the grievance procedure.

Prior to filing a chapter grievance, the chapter will arrange for a labor/management meeting within five (5) administrative days of the first event giving rise to a possible grievance or within five (5) administrative days of when the chapter, through the use of reasonable diligence, should have obtained knowledge of the first event giving rise to the possible grievance. If, through the labor/management meeting, there is no mutually agreed upon solution, then the chapter shall have the right to submit a grievance at step three of the grievance procedure if the grievance alleges a violation, misinterpretation, or misapplication of any of the express provisions of this agreement that relates directly to chapter rights. Any such grievance shall be submitted within ten (10) calendar days of the first meeting.

Section 16.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance (Attachment B) must be raised within five (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 officer would not normally be aware of it within the applicable period, then the time would commence within five (5) administrative working days after the officer reasonably should have been aware of that event, in accord with the following procedure:

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

Step Two: Appeal to deputy chief. If the grievance is not settled in step one or if an answer has not been made, the police officer may, within five (5) administrative working days, following the sergeant's answer, or expiration of the time limit set forth in step one, file with the deputy chief a written appeal signed by the patrol officer. The deputy chief shall give a written answer in five (5) administrative working days after receipt of the written grievance.

Step Three: Appeal to chief. If the grievance is not settled in step two or if an answer is not given within the time provided therefore and the police officer decides to appeal, the police officer shall, within five (5) administrative working days from receipt of the step two answer, appeal in writing to the chief. The police officer, the chapter board of directors, and the chief will discuss the grievance at a mutually agreeable time. The chief will give his answer in writing within five (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 three and police officer decides to appeal, the police officer shall, within five (5) administrative working days after receipt of the step three answer or expiration of time provided therefore, file a written appeal to the city administrator. A meeting between the city administrator or his designee, the chief of police, the police officer, and the designated members of the Chapter 27 board of directors will be held at a mutually agreeable time. The city administrator or his designee shall give his answer in writing within ten (10) administrative working days of the meeting to the grievant and chapter president.

Step Five: Binding arbitration. If the grievance is not settled in accordance with the foregoing procedure, MAP may refer the grievance to binding arbitration by giving written notice to the city administrator within twenty-one (21) administrative working days after receipt of the City's answer in step four. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (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. The arbitrator shall not, in his decision or award, amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. He shall consider and decide only the specific issue submitted to him, and his binding recommendation shall be based solely upon an interpretation of the meaning or application of the terms of this agreement to the facts of the grievance presented. If the arbitrator finds that the alleged grievance does not involve an interpretation or application of this agreement, he shall remand the matter to the parties without comment. The decision of the arbitrator shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator, shall be divided equally between the City and MAP.

Section 16.3 Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 16.2. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City unless the parties have mutually agreed in writing to extend a relevant time limit. If the City fails to provide an answer within the time limits so provided, MAP may immediately appeal to the next step.

Section 16.4 Investigation and Discussion

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

Section 16.5 Suspension or Termination

The parties agree that the chief of police or acting chief of police shall have the right to suspend a non-probationary officer for up to thirty (30) days or dismiss a non-probationary

officer for just cause without filing charges with the City Board of Fire and Police Commissioners. The decision of the police chief or the acting chief of police with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure, provided a grievance is filed in writing within five (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 employee to file a grievance as described herein.

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

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

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

Section 16.6 Grievance Form

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

ARTICLE XVII **PERSONNEL FILES**

Section 17.1 Personnel Files and Notice of Disciplinary Action

There shall be one (1) official employee personnel file maintained in the human resources office of the City in relation to each police officer. Such file shall include, by way of illustration and not limitation, written evaluations, letters, memoranda, reports, and other materials bearing on the quality of the police officer's professional service.

A police officer may inspect the contents of his file at reasonable times upon request to human resources with a twenty-four (24) hour notice. Personnel files must remain in human resources. Police officers shall receive copies of those materials placed in the file which are

required by law to be furnished to them and may, if they desire, add materials to the files explaining or refuting materials contained there.

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

Section 17.2 Purge of Personnel Files

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

ARTICLE XVIII

LABOR-MANAGEMENT COMMITTEE/WRITTEN DIRECTIVES

Section 18.1 Scope

The union and the employer mutually agree that in the interest of management and employee relations, it is desirable that meetings be held between union representatives and responsible administrative representatives of the employer. Such meetings shall be held monthly as agreed by both parties at a mutual time and place. In addition to monthly meetings, each party may request a meeting at least 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:

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

Section 18.2 Conditions

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be

considered at meetings of the labor-management committee, nor shall negotiations for the purpose of altering any or all terms of this Agreement be carried on at such meetings.

Section 18.3 Attendance

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

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

Section 18.4 Departmental Written Directives

It is the department's right to issue written directives deemed necessary to maintain and/or improve professional and efficient department operations. To provide the union an opportunity to comment on written directives before implementation, the chief will provide the union with a copy of all written directives at least seven (7) calendar days before implementation, and will allow union officers an opportunity to submit written comments relating to said directive during that seven (7) day period.

Each officer shall continue to receive copies of departmental written directives. Any change in departmental written directives shall be distributed prior to implementation to each police officer. Charges for infraction(s) of the rules or the written directives of the department will be brought within 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 officer.

ARTICLE XIX SAVINGS CLAUSE

Section 19.1 Savings Clause

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

ARTICLE XX UNION SECURITY

Section 20.1 Dues Deductions

Upon receipt of proper written authorization from an employee, the employer shall deduct each month's Metropolitan Alliance of Police dues in the amount certified by the treasurer of

Metropolitan Alliance of Police from the pay of said officers covered by this agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made on a semi-monthly basis.

Section 20.2 Union Indemnification

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

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

Section 20.3 Fair Share

During the term of this agreement, police officers 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 officers 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 officers 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 XXI RATIFICATION AND CHANGES

Section 21.1 Ratification And Amendment

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

Section 21.2 Maintenance Of Economic Benefits

All direct and substantial economic benefits which are not set forth in this agreement and are currently in effect shall continue and remain in effect until such time as the City shall notify the union of its intention to change them. Upon such notification and if requested by the union,

the City shall meet and discuss such change before it is finally implemented by the City. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the union becomes aware of such a change and has not received notification from the City, the union must notify the City within fourteen (14) days of the date the union became aware of such change and request discussions or such inaction shall act as a waiver of the right to such discussions by the union. If no agreement is reached within thirty (30) calendar days after discussions begin, the union shall have the right to refer the dispute over the change to arbitration as set forth in Section 1614 of the Illinois Public Labor Relations Act. The parties agree that the City shall have the right to temporarily implement the change during the period of such bargaining or arbitration.

ARTICLE XXII **COMPLETE AGREEMENT**

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

ARTICLE XXIII **TERMINATION**

Section 24.1 Termination in 2017

This agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2017. 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 _____, 2013. After receiving official approval by the president and board of directors and ratification by the union's membership.

**Metropolitan Alliance of Police
St. Charles Chapter 27**

City of St. Charles

City Administrator

City Clerk

APPENDIX A
WAGE SCHEDULE

St. Charles Police Department Step Plan for MAP Contract

Tenure	Steps	Current	FY 13-14 2.75%	FY 14-15 2.75%	FY 15-16 2.75%	FY 16-17 2.75%
Stage 1	P-1	\$26.91	\$27.65	\$28.41	\$29.19	\$29.99
Stage 2	P-2	\$34.30	\$35.24	\$36.21	\$37.21	\$38.23
Stage 3	P-3	\$36.10	\$37.09	\$38.11	\$39.16	\$40.24
Stage 4	P-4	\$37.85	\$38.89	\$39.96	\$41.06	\$42.19
Stage 5	P-5	\$39.58	\$40.67	\$41.79	\$42.94	\$44.12
Stage 6	P-6	\$41.12	\$42.25	\$43.41	\$44.60	\$45.83

It is understood by the City and the union that the above reflects the dollar value of each step under the step plan for patrolmen. The step for each year of service has been increased appropriately as per negotiated agreements contained in this contract. An officer's step raise (e.g. movement from Stage 1 to Stage 2 and so on), shall occur on the officer's anniversary date of hire.

APPENDIX B

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

GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT

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

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

GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT

STEP #2

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

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

GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT

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

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

GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT

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

APPENDIX C
VEST REPLACEMENT LIST

SCPD Sworn Officer Body Armor Replacement List

Fiscal Year	Officer(s)
2013/2014	Anyon, Bauwens, Ferguson, Pawlak, Pierce, Sheets, Schomer, Tynan
2014/2015	Boyce, Churney, Clark, Coryell, Heike, Ketelsen, Majewski, B. McCowan
2015/2016	Anson, Burden, Crumlett, Devol, Finley, Krupke, Lamela, Losurdo, Peacock, Ross, Runkle, Schuessler, Stander, Woloszyk
2016/2017	Bahe, Bedell, Grove, Lee, M. McCowan

SIDE LETTER **SUBSTANCE USE POLICY**

The City of St. Charles is committed to providing a safe and productive work environment for all employees 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. Consistent with the spirit and intent of this commitment, the City of St. Charles has developed and is implementing the following substance use (drugs and alcohol) policy for the police officers in accordance with the MAP contract. All aspects of the City's drug/alcohol testing policy including, but not limited to, the collection, handling, shipping, receiving and storage of specimens, laboratory analysis procedures, record keeping and the reporting of test results shall comply with federal regulations. Any changes to the substance use policy will be discussed in labor/management and agreed to by both parties.

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 police officers: amphetamines, cocaine, marijuana, opiates, 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 employee 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:

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

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

DRUGS	
Marijuana metabolites	15 ng/ml
Benzoylecgonine	100 ng/ml
Codeine	2000 ng/ml
Morphine	2000 ng/ml
6-Accetylmorphine	10 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	250 ng/ml
Methamphetamine	250 ng/ml
MDMA (ecstasy)	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:

VEHICLE ACCIDENT

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

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

EMPLOYEE ACCIDENT

All employees will be tested for substance use if seeking medical treatment following a work-related injury with a medical provider (hospital, clinic, or physician's office).

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 thirty-two (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/she will be treated as if he/she tested positive.

REASONABLE SUSPICION TESTING

Employees who are suspected of using drugs at any time 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 union contract. Results will be sent to employee within 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 or she has used drugs and/or alcohol prior to reporting to work or while working.
2. A breath alcohol concentration of .04 or greater.
3. Positive urine test at or above levels stated in the pre-employment result section.
4. Refusal to be tested which may consist of attempting to adulterate sample; substitution of sample; or failure to cooperate in the testing process to include deliberate delay.

REFUSALS OR POSITIVE TEST - REMOVAL FROM THE JOB

Employees who refuse to be tested will be treated as if they tested positive. Refusal consists of attempting to adulterate sample, substitution of sample, or failure to cooperate in the testing process to include deliberate delay. The City may terminate the employee upon a positive test result. The employee, if testing positive, will be removed from his/her 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 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/she can't bring in, make, distribute or sell, use or even have with him/her any illegal drugs or alcohol when at work or on City premises.
2. The City of St. Charles will tell the employee what help the City has available to him/her for combating drug and alcohol problems.
3. The City of St. Charles will give the employee a written policy statement explaining the policy about drugs in the workplace.

CRIMINAL CONVICTION

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

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

EMPLOYEE RESPONSIBILITIES

1. The employee must read the policy statement and certify that he/she 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/she 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.

