

ILLINOIS FOP LABOR COUNCIL

and

CITY OF FAIRVIEW HEIGHTS

Sergeants

FRATERNAL
ORDER

May 1, 2020 to April 30, 2022

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AGREEMENT

THIS AGREEMENT, entered into this _____ day of September, 2021, between the City of Fairview Heights (hereinafter referred to as the “City”) and the Fraternal Order of Police Fairview Heights Lodge #217 and the Illinois F.O.P. Labor Council (hereinafter referred to as the “Labor Council” or “the Union”).

WITNESSETH

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and other conditions of employment; to achieve and maintain harmonious relations between the City and the Union; to increase the efficiency and productivity of Sergeants in the Police Department and to provide for the prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Police Department;

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

ARTICLE I RECOGNITION AND REPRESENTATION

Section 1.1. Recognition and Appropriate Bargaining Unit

The City recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive representative of all full-time Sergeants in the appropriate bargaining unit as to matters concerning their wages, hours, and terms and conditions of employment. For purposes of this Agreement, the appropriate bargaining unit shall consist of all individuals employed by the City of Fairview Heights Police Department in the rank of Sergeant, and shall exclude the City of Fairview Heights Police Department’s Chief of Police, Captain, Lieutenant, Patrol Officer, Detective, Juvenile Detective, all other employees of the City of Fairview Heights, all professional employees, supervisors, confidential employees and managerial employees within the meaning of the Illinois Public Labor Relations Act.

Section 1.2. Fair Representation

The Labor Council recognizes its responsibility as bargaining agent and agrees fairly to represent all Sergeants in the bargaining unit, whether or not they are members of the Labor Council.

Section 1.3. Residency Requirement

Sergeants, as a condition of continued employment, shall be required to live in Illinois within a 25 mile radius of the Fairview Heights Police Department facility. Nothing in this Section shall make the residency requirement more restrictive than the policy in place at the time of a Sergeant’s hiring.

ARTICLE II DUES DEDUCTION AND FAIR SHARE

Section 2.1. Labor Council Dues

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

Section 2.2. Bargaining Unit List

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

Section 2.3. Fair Share

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

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

Section 2.4. Fair Share Objection Procedure

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

(1) Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

(2) Advise fair share fee payers of an expeditious and impartial decision making process whereby fair share fee payers can object to the amount of the fair share fee. The procedure established by the Illinois State Labor Relations Board is hereby declared to be the procedure for resolution of fair share fee objections. To the extent possible, objections shall be consolidated for the purposes of hearing.

(3) Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

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

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

Section 2.5. Labor Council Indemnification

The Labor Council hereby indemnifies and agrees to hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the City for the purpose of complying with the provisions of this Article.

ARTICLE III NO DISCRIMINATION

Section 3.1. Union Activities

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

Section 3.2. Intentionally Left Blank

Section 3.3. Gender

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

ARTICLE IV MANAGEMENT RIGHTS

The City shall retain the sole right and authority to operate and direct the affairs of the Police Department in all its various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. Among the rights retained by the City are the City's right to direct and schedule the working forces; to plan, direct and control all the operations and services of the Police Department; to schedule and assign work; to assign overtime; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to establish work and productivity standards and, from time to time, change those standards; to discharge and discipline Sergeants for just cause; to make and enforce reasonable rules and regulations, including, but not limited to, rules and regulations governing disciplinary standards and procedures and any and all regulations implementing decisions, rules, standards and procedures adopted or promulgated by the Fairview Heights Fire and Police Commission; to take reasonable steps to comply with the requirements of the Americans with Disability Act; provided, that the provisions of this Article shall be interpreted and applied in a manner which is consistent with the express provisions of the other Articles of this Agreement.

ARTICLE V NO STRIKE

Section 5.1. Prohibited Conduct

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

Section 5.2. Resumption of Operations

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

Section 5.3. Penalty

The only matter which may be made the subject of a defense at a Board of Fire and Police Commissioners proceeding concerning disciplinary action imposed for an alleged violation of Section 5.1 is whether or not the Sergeants actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 5.4. Judicial Restraint

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

ARTICLE VI GRIEVANCE PROCEDURE

Section 6.1. Definition

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

Section 6.2. Procedure

The parties agree that, normally, attempts should be made to resolve grievances without recourse to the formal grievance procedure. It is agreed that settlements or withdrawals of any problem or dispute at this stage shall not constitute a precedent in the handling of other pre-grievance problems or disputes. If the matter is not resolved at this stage, however, and a grievance is filed, the parties agree to act in good faith to attempt to resolve the grievance promptly and expeditiously, and in accordance with the following procedure. In matters of discipline issued by the Chief of Police, any grievance shall proceed directly to Step 5, with the time to file notice of intent to arbitration filed with the Chief of Police within fourteen (14) days of the date the discipline was issued.

STEP 1.

A grievance shall be submitted in writing to the appropriate Lieutenant or his designee, signed by the sergeant or sergeants presenting it and/or the Union representative within ten (10) calendar days after the occurrence or event giving rise to the grievance. Upon receipt of the grievance, the Lieutenant or his designee shall schedule a meeting which one of them shall attend along with the grievant(s), the Lodge Labor Council representative, and such other persons, including the grievant's supervisor, as the Lieutenant or his designee may deem necessary or appropriate. Said meeting shall be held within seven (7) calendar days after the Lieutenant or his designee receives a copy of the grievance. At this meeting, the parties will discuss the facts of the grievance as they relate to pertinent provisions of this Agreement in an attempt to resolve the grievance. If the grievance is not resolved at this meeting, the Lieutenant shall give the written Answer of the City within seven (7) calendar days of the meeting, and the parties shall proceed to Step 2.

STEP 2. If the grievance is not resolved in Step 1, the Labor Council shall, within seven (7) calendar days from the date of the Step 2 answer, file a written appeal to the Chief of Police. The Chief of Police or his designee shall review the appeal, the Answer at Step 1, and all pertinent documentation submitted in support of or in opposition to the grievance. If he deems it appropriate, he may schedule a meeting to be attended by such persons as the Chief deems appropriate and to be held within seven (7) calendar days of receipt of the appeal, in order to hear further evidence or arguments. Within seven (7) calendar days of his receipt of the grievance or within seven (7) calendar days of the date of the meeting, whichever is later, the Chief shall give the written Answer of the City in Step 2, and the parties shall proceed to Step 3.

STEP 3. If the grievance is not resolved in Step 2, the Labor Council shall, within seven (7) calendar days from the date of the Step 2 answer, file a written appeal to the City Administrator. The City Administrator or his designee shall review the appeal, the Answer at Step 2, and all pertinent documentation submitted in support of or in opposition to the grievance. If he deems it appropriate, he may schedule a meeting to be attended by such persons as the City Administrator deems appropriate and to be held within five (5) business days of receipt of the appeal, in order to hear further evidence or arguments. Within seven (7) calendar days of his receipt of the grievance or within seven (7) calendar days of the date of the meeting, whichever is later, the City Administrator shall give the written Answer of the City in Step 3, and the parties shall proceed to Step 4.

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

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

Section 6.3.

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

Section 6.4. Time Limits

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

Section 6.5. Selection of the Arbitrator

If the Labor Council elects to appeal a grievance to arbitration pursuant to Section 6.2, Step 5, the parties shall first attempt to agree upon an arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator within fourteen (14) calendar days of the appeal to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS), or such other source of arbitrators as may be mutually agreed upon by the parties, to submit a panel of seven (7) arbitrators. Unless the provider of the arbitration panel mandates a different procedure, the arbitrator shall be selected by an alternate striking procedure, with the party making the first strike to be determined by the flip of a coin. Each party retains the right to reject one panel in its entirety and request a new panel, and the parties may mutually agree to utilize a different source of arbitrators if the source initially agreed upon does not provide satisfactory service or a satisfactory panel of arbitrators, or if its mandated arbitrator selection procedures are not in accord with the method of selection favored by the parties for the arbitration in question.

Section 6.6. Hearing Procedure

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

Section 6.7. Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him by the parties at the hearing and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law, or applicable rule and regulations of government agencies, other than the City, having the force and effect of law. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, or any mutually agreed upon extension, whichever is later. The decision shall be based solely upon his interpretation of the meaning or applicable of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. Consistent with these provisions the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable. The award of the arbitrator shall be final and binding.

ARTICLE VII SENIORITY

Section 7.1. Definition

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

Section 7.2. Termination of Seniority

Seniority and the employment relationship shall be terminated when a Sergeant:

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

Section 7.3. Seniority Non-Accumulation

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

Section 7.4. Seniority for Same Day Hires

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

Section 7.5. Seniority List

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

Section 7.6 Probationary Period

All officers who are promoted into the Sergeant's position will be on probation for the first twelve (12) months following the effective date of their promotion. The City may elect, at its discretion, to return the employee to the Patrol bargaining unit at any time during this period at their former level of compensation without loss of seniority. The affected employee will have no recourse to the contractual grievance procedure.

ARTICLE VIII HOURS OF WORK AND OVERTIME

Section 8.1. No Guarantee

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

Section 8.2. Regular Duty Hours

The normal duty hours for patrol Sergeants are one hundred sixty-two and one-third (162-1/3) hours, including briefing time, within a work period of twenty-eight (28) days, consisting of twelve (12) duty days of twelve (12) consecutive hours each and two (2) duty days of eight (8) consecutive hours each within that work period. The normal duty hours for patrol Sergeants assigned to the Criminal Investigations Division are one hundred seventy (170) hours within a work period of twenty-eight (28) days, consisting of twenty (20) eight-and-one half (8-1/2) hour duty days within that work period. The normal duty day shall include an allowance of forty-five (45) minutes as a meal break for patrol Sergeants working ten (10) or twelve (12)-hour shifts and an allowance of thirty (30) minutes as a meal break for patrol Sergeants assigned to detective-sergeant duty or eight (8)-hour shifts. Effective subsequent to the date of ratification bargaining unit members will work and be compensated at straight time rate for a total of 2,184 hours per year. Bargaining unit members who are owed Kelly Days/hours from prior periods as of the date of implementation shall be granted such time off as soon as possible following ratification.

Nothing in this Section shall be construed as prohibiting the Department from changing the Departmental work schedule, or from establishing special units not conforming to the schedules set forth above, provided that the City provides the Labor Council with at least thirty (30) days advance notice of the proposed change and an opportunity to bargain over and reach agreement on the proposed change, and provided further that the normal duty hours for each of the following shifts shall be as follows: 8 1/4-hour shift - 165 hours; 10 1/4-hour shift - 164 hours; 12-hour, 10-minute shift - 162 1/3 hours (including briefing time in each case).

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

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

Effective upon ratification or a subsequent date that is mutually agreed to, the normal duty hours for patrol-Sergeants are one hundred seventy one-third (170-1/3) hours, including briefing time, within a work period of twenty-eight (28) days, consisting of fourteen (14) duty days of twelve (12) consecutive hours each. The normal duty hours for patrol Sergeants assigned to the Criminal Investigations Division are one hundred seventy-eight (178) hours within a work period of twenty-eight (28) days, consisting of sixteen (16) eight-and-one half (8-1/2) hour duty days and four (4) ten and one half (10 1/2) hour duty days within that work period. The normal duty day shall include an allowance of forty-five (45) minutes as a meal break for patrol Sergeants working ten (10) or twelve (12)-hour shifts and an allowance of thirty (30) minutes as a meal break for patrol Sergeants assigned to detective-sergeant duty or eight (8)-hour shifts.

Section 8.3. Training Schedules

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

Section 8.4. Reimbursement of Expenses for Training

Sergeants scheduled for training shall be eligible for expense reimbursement pursuant to the provisions of Section 22B of the Personnel Code, as it existed on May 1, 2004 (attached as an appendix to this Agreement) with the following exceptions: Sergeants will not be eligible for

reimbursement of meal expenses for training held anywhere in Madison or St. Clair Counties, unless such training requires an overnight stay.

Section 8.5. Special Operations Detail Pay

It is agreed that when Sergeants are assigned or volunteer to work on operations that fall outside of the normal course of a sworn police sergeant's regular and expected duties and the operation occurs outside the Sergeant's scheduled working hours and, the funding for the staffing of the detail is paid for from a source other than City of Fairview Heights' General Fund or the funding source reimburses the general fund they will be paid at the rate of either 1 1/2 times their normal rate of compensation or at the maximum amount allowable under the terms set by an external funding source, whichever is less.

Section 8.6. Administrative Leave

In accordance with present practice, the Administrative Leave shall remain in effect during the term of the Agreement and during negotiations leading to a successor agreement.

ARTICLE IX SICK LEAVE

Section 9.1. Accumulation and Use of Sick Leave

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

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

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

Sergeants may accumulate sick leave time to a maximum of 1440 hours.

Section 9.2. Regulation of Use of Sick Leave

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

The City may require medical evidence of an illness at any time upon reasonable suspicion of abuse of sick leave. The City will require medical certification of any sickness or disability after the fifth occurrence of sickness or disability in any year, when more than two (2) consecutive work days are missed or when more than ten (10) total work days are missed in a twelve (12) month period. The City shall establish reasonable standards of performance to be used by the physician in determining fitness of Sergeants. The City may require the Sergeant to report to a physician selected by the City to secure a medical certification of the illness and/or may require a medical certification of illness from the Sergeant's physician. When a Sergeant is required to provide medical certification from the City's physician, the costs of same shall be paid the City.

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

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

Section 9.3. Use of Sick Leave

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

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

Section 9.4. Sick Leave Buyback

Upon retirement with 20 years of service or more, Sergeants may choose to be reimbursed for accrued sick leave over 1,000 hours up to the cap of 1,440 hours. Such hours will be compensated at 50% of the final pay. At the employer's option, payment for reimbursement may be made in one payment upon retirement, or in two equal installments on July 1 and January 1 immediately following the date of retirement. Sergeants may also voluntarily choose to have such sick leave paid by the Employer into a 457(b) plan sponsored by the Employer, to the extent permitted by law. The Employer would pay into the plan at the rate of 50% of the officer's final pay rate should the officer choose this option.

ARTICLE X LEAVES OF ABSENCE

Section 10.1. Disability Leave (Non-Duty)

If a determination of permanent disability due to a non-duty illness or injury is made of a Sergeant by a physician licensed to practice medicine in Illinois or Missouri, the Sergeant, within

a reasonable time not to exceed thirty (30) days of said determination, shall apply for disability pension or be separated from City employment. The City may at its expense reasonably require a physical or mental examination of a Sergeant to determine disability. All Sergeants will submit to said physical or mental examination upon at least ten (10) days written notification. If a Sergeant does not meet requirements for a disability pension, but remains temporarily unable to perform the duties of a Sergeant, he will be allowed to use accumulated sick leave (subject to the provisions of Article IX), accrued vacation time, and any compensatory time off to which he may be entitled until such time as he is able to return to work. Thereafter, he shall be entitled to apply for a leave of absence without pay not to exceed ninety (90) days or a medical determination of fitness to return to duty, whichever comes first. Authorization for such unpaid leave will not be unreasonably withheld.

Section 10.2. Disability Leave (Duty)

A Sergeant who is temporarily disabled as the result of sickness, accident or injury in the line of duty, shall be entitled to the benefits of 5 ILCS 345/1. Upon cessation of such benefits, the Sergeant shall be considered to be on a leave of absence for the duration of such disability, not to exceed two (2) years from the date of disability, or until he is determined to be permanently disabled or unable to perform his duties as a Sergeant for the City of Fairview Heights, whichever comes first. If, upon expiration of the benefits provided by 5 ILCS 345/1, the Sergeant does not meet the requirements for a disability pension, but remains temporarily unable to perform the duties of a Sergeant, he will be allowed to use accumulated sick leave, accrued vacation time, and any compensatory time off to which he may be entitled. Thereafter, he shall be given an unpaid leave of absence until a medical determination of fitness to return to duty or the expiration of the two (2) year period of leave, whichever comes first. It is further agreed that Sergeants may be covered by the provisions of 820 ILCS 320/10 if such coverage is required by applicable law.

Section 10.3. Military Leave

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

Section 10.4. Bereavement Leave

In the event of the death of a Sergeant's spouse, child, step-child, parent (or the parent of his spouse), brother, sister, grandparent, spouse's grandparent, step-mother, or step-father, or step-child the Sergeant shall be granted up to three (3) consecutive work days off with pay. In the event of the death of a Sergeant's Aunt, Uncle, Niece, Nephew or First Cousin the Sergeant shall be granted up to 1 work day off with pay. The City may reasonably request proof of death and of the relationship in question. Leave time granted under this Section shall include the date of the funeral.

Section 10.5. Jury Duty

A Sergeant who is called for jury duty shall be excused from work for days on which he is required to be available for such duty, and shall be paid the difference between his regular pay for such days and the payment he receives for jury service. The Sergeant may be required to present

proof of jury service and the pay received for such service. The Sergeant shall be entitled to retain any expense allowance paid by the court for such service.

Section 10.6. Special Leave

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

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

Section 10.7. Family and Medical Leave Act (FMLA)

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

ARTICLE XI WAGES AND BENEFITS

Section 11.1. Base Rates

Sergeants shall be compensated in accordance with the wage schedules attached to this Agreement and marked as Appendix A-1 and A-2. Effective May 1, 2020 wages shall be increased 2%, and effective May 1, 2021 wages shall be increased 2%. Wages shall be paid retroactive on all hours paid.

Section 11.2. Longevity Increases

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

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

Section 11.3. Shift Premium

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

Section 11.4. Tuition Reimbursement

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

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

(2) Tuition will only be reimbursed for actual credit hour courses through accredited colleges and universities. Costs related to transfers of credits, proficiency credits, etc. will not be reimbursed.

(3) The Sergeant must declare the degree and major he is seeking and receive written permission from the Chief of Police to attain that degree. The degree must be from an accredited U.S. based college or university. The degree must be related to the Sergeant's work for the City. For master's degrees and above, the major shall only be in a field of management and/or administration, including but not limited to, business administration, management, emergency management, human resource management, public administration, etc.

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

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

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

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

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

Section 11.5. Service Awards

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

Section 11.6. Clothing and Equipment

Upon beginning his employment with the City, a Sergeant shall receive an initial issue of uniforms and equipment. The City will pay the cost of repair or replacement of items of uniform

and equipment so long as the Sergeant exercises reasonable care in the maintenance of such items. If an item of uniform or equipment is lost or damaged as a result of the Sergeant's negligence, the Sergeant may be required to replace the item at his own expense.

The City shall continue to pay in accordance with current policy the reasonable cost of cleaning of uniforms and suits or sports jackets and slacks worn for duty as Detective Sergeants.

Section 11.7. Death Benefits

The City agrees to defray all reasonable funeral and burial expenses, up to a maximum of Five Thousand dollars (\$5,000), for any Sergeant who is killed in the line of duty.

Section 11.8. Annual Bonus

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

Section 11.9. Personal Items

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

ARTICLE XII HOLIDAYS

Section 12.1. Holiday Observed

The following shall be considered paid holidays:

- | | |
|------------------|---------------------|
| New Year's Day | Labor Day |
| MLK Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Good Friday | Thanksgiving Friday |
| Memorial Day | Christmas Day |
| Independence Day | |

Section 12.2. Holiday Pay For Holidays Not Worked

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

Effective May 1, 2008, all sergeants will have eight-eight (88) straight-time hours calculated into their base pay in anticipation of holidays occurring on a scheduled day off.

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

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

For any sergeant that is not assigned to the Patrol Division, if the holiday falls on a regularly scheduled day off, then the holiday is observed at the discretion of the sergeant on either the prior or subsequent regular scheduled work day. The non-patrol sergeant will take the observed holiday off while being paid eight (8) hours of base pay that would otherwise be granted in this Agreement.

Section 12.3. Holiday Eligibility

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

Section 12.4. Work on a Holiday

(a) A Sergeant who works on a day recognized by State practice as the day on which one of the above holidays is celebrated, shall be paid for: hours actually worked on that day at one and one-half (1-1/2) time his regular hourly rate of pay in addition to his regular salary for the day.

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

(c) If a Sergeant works part of two different shifts on the holiday, and the parts worked on the holiday total eight (8) hours or more, no straight-time pay differential is owed to that Sergeant.

Section 12.5. Policy on Working Holidays

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

ARTICLE XIII VACATIONS

Section 13.1. Amount of Vacation

As of the effective date of this Agreement, Sergeants shall be entitled to a vacation with pay in accordance with the following schedule:

Years of Continuous Service

<u>(Longevity)</u>	<u>Vacation</u>
At least one (1) but less than five (5)	Eighty Four (84) Hours
At least five (5) but less than twelve (12)	One Hundred Twenty (120) Hours
At least twelve (12) but less than twenty (20)	One Hundred Sixty Eight (168) Hours
At least twenty (20)	Two Hundred Four (204) Hours

Section 13.2. Vacation Eligibility

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

Section 13.3. Vacation Pay

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

Section 13.4. Taking of Vacations

To the extent that the necessary work to be performed permits, vacations shall be granted for the vacation periods requested by the Sergeant (subject to Section 13.5) when approved by the Police Chief. In cases of a conflict of scheduled vacation dates, the Sergeant with the greater seniority shall be given his choice, subject to reasonable Departmental rules governing staffing and coverage. After vacation picks have been made, a Sergeant may change his vacation to another open time period for good cause and upon approval of the Police Chief, which approval will not be unreasonably withheld. More than one (1) Sergeant may take vacation time off subject to Departmental needs and the approval of the Chief.

Section 13.5. Vacation Periods

Sergeants shall select their vacation period as follows:

- (a) Primary Vacation Periods:
 - 1) Primary vacation periods must be submitted by March 1.
 - 2) The maximum number of primary vacation periods allowed will be determined as follows:

- A) 204 vacation hours – 5 primary vacation periods;
 - B) 168 vacation hours – 4 primary vacation periods;
 - C) 120 vacation hours – 3 primary vacation periods;
 - D) 84 vacation hours – 2 primary vacation periods.
- 3) Each primary vacation pick shall consist of a minimum of two (2) work day shifts.
 - 4) Sergeants entitled to five (5) primary vacation periods must select one (1) primary vacation period of at least two (2) work day shifts in the months of January, February, March, April, or November.
- (b) Secondary Vacation Periods, to consist of a Sergeant’s remaining vacation time after selection of his primary vacation periods:
- 1) Secondary vacation period selections must be submitted by April 1.
 - 2) Sergeants will be allowed a maximum of three (3) secondary vacation period selections.
 - 3) Each secondary vacation pick shall consist of a minimum of two (2) work day shifts, except for the last pick.
- (c) Sergeants may utilize 24 hours of vacation time annually in a minimum of two hour increments with prior management approval.

Section 13.6. No Accumulation

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

ARTICLE XIV INSURANCE

Section 14.1. Group Health Insurance

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

Section 14.2. Dental Insurance

Beginning with the effective date of this Agreement, the City will pay the premium cost of single-employee coverage and dependent coverage. Effective upon execution, the City will pay 100% of the applicable employee-only premium and the employee will be responsible for 20% of the premium to cover their spouse, child and/or family with the City being responsible for the remaining 80% of the applicable premium for those Sergeants electing to take such coverage, under the City’s group dental insurance plan.

Section 14.3. Life Insurance

Beginning with the effective date of this Agreement, the City will pay the premium cost of life insurance for each Sergeant who opts to participate in the City's life insurance program for City Sergeants.

Section 14.4. Insurance - General Provisions

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

- (a) With respect to all insurance coverage provided to Sergeants, the City retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remains substantially the same.
- (b) A difference between a Sergeant or his/her dependent(s) or beneficiary and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for under this agreement. The City will, however, designate representatives who will be available for consultation with claimant Sergeants (or with a designated Benefits Claim Representative of the Labor Council), so that a full explanation may be given with respect to the basis of disposition of claims.
- (c) The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or to the Labor Council; nor shall such failure be considered a breach by the City or the Labor Council of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier(s) from any liability it may have to the City, Labor Council, Sergeant, dependents of Sergeants or beneficiary of any Sergeant. The terms of any contract or policy issued by an insurance carrier(s) shall be controlling in all matters pertaining to benefits there under.
- (d) Nothing in this Section 14.4 is intended to reduce the obligations of the City or the insurance carrier(s) with respect to established benefits under the insurance contract or policy.
- (e) In the event that any insurance policy provided to Sergeants is cancelled through actions of the insurance carrier or provider, or in the event the Employer's insurance costs increase by twenty-five percent (25%) or more in any one (1) year, the Employer has the option of securing alternative insurance for the Sergeants. The Employer will notify the Union of the insurance policy cancellation, cost increase, or benefit reduction within a reasonable time after the Employer first learns of the possibility of such action by the insurance provider. Should the Union notify the Employer of its desire to bargain over the impact of policy cancellation, the Employer agrees to begin impact negotiations immediately. Should an impasse arise in such negotiations, the Union shall have the right to resort to economic action, Article 5 notwithstanding.

- (f) Effective May 1, 2015, for Sergeants electing to take coverage under the City's Group Health and Hospitalization Plan, the City agrees to be responsible for up to a total of Three Hundred Seventy-five (\$375.00) per Sergeant per fiscal year towards the cost of prescription drug co-payments. Sergeants may submit valid receipts for reimbursement on April 1 and October 1 of each year.
- (g) City will implement a \$125 plan for the benefit of Sergeants who contribute for their medical coverage.
- (h) The city may, at its option, in addition to the current insurance coverage being provided, offer an alternative health insurance option for bargaining unit members and dependents. Bargaining unit members and their dependents may voluntarily opt into and out of this alternative health insurance plan during the annual open enrollment period should they so choose. An Employee may change annually should they so choose. No employee shall be penalized for failing to opt into or opting out of any alternative health insurance plan.

Section 14.5. Insurance Advisory Committee

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

Section 14.6. National Health Insurance

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

ARTICLE XV LAYOFFS AND RECALLS

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

ARTICLE XVI BULLETIN BOARD

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

ARTICLE XVII LABOR-MANAGEMENT CONFERENCES

Section 17.1. Scheduling

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

Section 17.2. Limitation

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

Section 17.3. Absence from Work

A Sergeant desiring to be absent from work to attend a labor-management conference shall give reasonable notice to, and receive permission from, his supervisor before leaving his duty station. In the case of regularly scheduled labor-management conferences, at least seven (7) days' notice is required. Permission to attend such will not be unreasonably withheld, provided that no more than one (1) Sergeant will be excused at any one time for such conferences and provided further that it is understood by the parties that such conferences are subordinate to the staffing needs of the Department and the requirements of police service to the citizens of Fairview Heights.

ARTICLE XVIII UNIFORM PEACE OFFICERS' DISCIPLINARY ACT

Formal investigations and interrogatories of Sergeants shall be governed by applicable provisions of 50 ILCS 725/1, et seq. Nothing in this Section is intended to or should be construed to waive Sergeants' rights to Union representation during questioning that the Sergeant reasonably believes may lead to discipline as provided by applicable court precedent.

ARTICLE XIX IMPASSE RESOLUTION

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

ARTICLE XX PERSONNEL FILES

Section 20.1. Inspection

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

Section 20.2. Reply to Disciplinary Warnings

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

Section 20.3. Evaluations

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

ARTICLE XXI F.O.P. REPRESENTATIVES

Section 21.1. Grievance Processing

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

Section 21.2. Conventions and Conferences

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

Section 21.3. Labor Council Negotiating Team

Bargaining committee members scheduled to work on a date contract negotiations are scheduled shall be subject to the requirements of police service to the citizens of Fairview Heights and immediate recall to duty if circumstances so warrant.

ARTICLE XXII INDEMNIFICATION AGAINST OFFICER LIABILITY

Section 22.1. General

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

Section 22.2. Legal Representation

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

Section 22.3. Cooperation

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

Section 22.4. Applicability

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

ARTICLE XXIII SUBSTANCE ABUSE PROHIBITION AND TESTING

Section 23.1. Statement of City Policy

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

Section 23.2. Prohibitions

Sergeants shall be prohibited from:

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

Section 23.3. Testing

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

- (a) Reasonable suspicion, pursuant to Section 4 of this Article.
- (b) Periodic testing, pursuant to Section 5 of this Article.
- (c) Aftercare, pursuant to Section 7(d) of this Article.

- (d) Special assignment, pursuant to Section 9 of this Article.
- (e) Testing pursuant to Section 10 of this Article.

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

Section 23.4. Reasonable Suspicion Testing

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

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

Section 23.5. Periodic Testing

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

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

Section 23.6. Test to be Conducted

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

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the appropriate accrediting agency.
- b. Insure that the laboratory or facility selected conforms to all NIDA standards.
- c. Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No Sergeant covered by this Agreement shall be permitted at any time to become a part of such chain of custody.
- d. Collect a sufficient sample of the same body fluid or material from a Sergeant to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the Sergeant.

- e. Collect samples in such a manner as to preserve the individual Sergeant's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Sergeants shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting sample or where there is reasonable belief that the Sergeant has attempted to compromise the accuracy of the testing procedure.
- f. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites.
- g. Provide the Sergeant tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Sergeant's own choosing, at the Sergeant's own expense, provided the Sergeant notifies the Chief in writing within seventy-two (72) hours of receiving the results of the tests and further provided that the clinical laboratory or hospital facility is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA). The Sergeant shall be responsible for forwarding the test results to the City within 72 hours after receiving the test results.
- h. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug.
- i. Require that with regard to alcohol testing, for the purpose of determining whether the Sergeant is under the influence of alcohol, test results that show an alcohol concentration of .05 or more based upon the grams of alcohol per 50 milliliters of blood be considered positive. The foregoing standard shall not preclude the city from attempting to show that test results between .00+ and .05 demonstrate that the Sergeant was under the influence, but the City shall bear the burden of proof in such cases. This test can be administered through the use of the Department's breathalyzer equipment.

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

- j. Provide each Sergeant tested with one copy of all information and reports received by the City in connection with the testing and the results.

- k. Insure that no Sergeant is the subject of any adverse employment action except emergency temporary reassignment with pay during the time necessary for confirmatory results under Section 6(f) of this Article to be made. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 23.7. Voluntary Requests for Assistance

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

Voluntary requests for assistance do not apply to probationary Sergeants. Voluntary requests for assistance without any adverse employment action being taken against the Sergeant can be made on only one occasion by any individual Sergeant. Voluntary requests for assistance shall not be used merely as an attempt to avoid discipline for violations of prohibitions under Section 23.2 of this Article.

The foregoing is conditioned upon:

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

Section 23.8. Discipline/Discharge

All discipline shall be done in accordance with Article 6 of this Agreement. All potential defenses the Sergeant has as to legitimacy or appropriateness of testing procedure, reasonable

suspicion, accuracy of the tests, and any other claims and/or defenses of the Sergeant may be offered to an arbitrator.

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

Section 23.9. Special Assignment Testing

Any Sergeant assigned to the interagency task forces (i.e., St. Clair County Drug Tactical Unit, DEA Task Force, Auto Theft Task Force, etc.), SWAT, or tactical team, under the terms of the interagency agreement, shall be subject to all rules established by the interagency task forces, SWAT, or tactical team, that pertains to mandatory substance abuse testing for participation as part of the applicable task force, SWAT, or tactical team.

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

Section 23.10. Applicability to Bargaining Unit

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

ARTICLE XXIV PHYSICAL FITNESS TESTING

Section 24.1. Physical Examination

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

1. Heart
2. Lungs
3. Blood pressure
4. Urine
5. Blood (complete workup)
6. Back (X-Ray)
7. Pulmonary screen
8. Audiogram
9. Vision

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

ARTICLE XXV SAVINGS

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

ARTICLE XXVI ENTIRE AGREEMENT

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

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

ARTICLE XXVII DURATION

Section 27.1. Term of Agreement

This Agreement shall be effective as of May 1, 2020, and shall remain in full force and effect until April 30, 2022. It shall continue in effect from year to year thereafter unless either party shall notify the other in writing to modify or terminate this Agreement, in accordance with the terms of this Article, not less than ninety (90) nor more than one hundred twenty (120) days prior to its expiration with the understanding the parties have already commenced negotiations for a successor agreement.

Section 27.2. Continuing Effect

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

Section 27.3. Notices

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

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of September, 2021.

FOR THE CITY:

FOR THE LABOR COUNCIL:

**APPENDIX A-1
CITY OF FAIRVIEW HEIGHTS
FRATERNAL ORDER OF POLICE SERGEANTS
SALARY EFFECTIVE May 1, 2020 to April 30, 2021 (Retroactive)**

	Prior Base	Step 1 Base	Step 2 3 Yrs - 4%	Step 3 4 Yrs - 5%	Step 4 6 Yrs - 8%	Step 5 8 Yrs - 10%	Step 6 10 Yrs - 13%	Step 7 15 Yrs - 15%	Step 8 20 Yrs - 17%
Monthly	7474.89	7624.39	7929.37	8005.61	8234.34	8386.83	8615.56	8768.05	8920.54
Annual	89698.74	91492.71	95152.42	96067.35	98812.13	100641.98	103386.76	105216.62	107046.47
Hourly	38.8643	39.6416	41.2272	41.6236	42.8129	43.6057	44.7950	45.5878	46.3806

2.00%

Based on 2,184 Hours Worked

88 Hours of Holiday Straight Pay Added

Calculated as total hours of 2,272 to Capture Holidays in Base

Calculated as total hours of 2,308 to Capture Holidays and off duty staff work in base

APPENDIX B - PERSONNEL CODE

APPENDIX C - DUES AUTHORIZATION FORM

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

I, _____, hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.



APPENDIX D - GRIEVANCE FORM
(use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____

_____ Last _____ First _____ M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Lodge No. / Year / Grievance No.

Person to Whom Referral Given

Date

FOP Labor Council Representative

APPENDIX E – PROMISSORY NOTE

Fairview Heights, Illinois
[INSERT DATE]

NON-NEGOTIABLE PROMISSORY NOTE

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

Eligibility and Benefits

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

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

the City shall not be obligated to pay for any further tuition and fees for any degree for the Sergeant. If extenuating circumstances exist which interfere with the Sergeant's ability to complete the degree within the required time frame, the Chief of Police may extend, for a set length of time, the period within which the Sergeant must complete all degree requirements.

Claiming Reimbursement

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

Repayment Required Under Certain Circumstances

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

Successors and Assigns

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

Governing Law

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

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

[Insert Employee Name]

