

# CONTRACT AGREEMENT

BETWEEN

CITY OF ALTON, ILLINOIS

AND

THE POLICE BENEVOLENT AND  
PROTECTIVE ASSOCIATION UNIT  
#14 (COMMAND STAFF)

APRIL 1, 2022 -MARCH 31, 2026

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THE AGREEMENT BETWEEN THE CITY OF ALTON  
ALTON, ILLINOIS

AND

THE POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION  
UNIT #14 (Command Staff)

THIS AGREEMENT made and entered into effective the 1<sup>st</sup> day of April 1, 2022, by and between the City of Alton, Illinois, hereinafter referred to as "Employer" and/or "City", and the Alton Police Benevolent and Protective Association, Unit #14 — Command Staff; hereinafter referred to as the "Association".

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective bargaining, as set forth herein, as a fair and orderly way of conducting its labor relations with its full-time employees insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right to operate the City government effectively in a responsible and efficient manner; and

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; and to increase the efficiency and productivity of employees of the Police Department; and to provide for 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 - PREAMBLE**

Both parties mutually agree that their objective is for the good and welfare of the City and Association members alike. Both parties agree that in the interest of collective bargaining they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The City and Association regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employee

## **ARTICLE II - FAIR LABOR STANDARDS**

Section 1. Both parties acknowledge the existence of certain statute of the United States, to wit, Title 29, Chapter 8, Section 201, *et seq.*, commonly known as the *Fair Labor Standards Act*. The City will keep posted, in a visible and prominent place within the Department of Police, a copy of such terms of the *Fair Labor Standards Act* as shall pertain to and define "time worked" and/or "maximum hours." In addition, the City will provide copies of such sections of the *Fair Labor Standards Act* as shall pertain to "time worked" and/or "maximum hours" to members of the Association.

Section 2. The City shall comply with the terms and provisions of the *Fair Labor Standards Act* pertaining to "time worked" and "maximum hours."

## **ARTICLE III - RECOGNITION - UNIT - SECURITY**

Section 1. The Employer recognizes and acknowledges that the Association is the exclusive representative of all sworn police personnel holding the rank of lieutenant, in collective bargaining with the Employer. The Employer does hereby recognize the Association as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as listed in this Agreement for the term of this Agreement.

The bargaining unit shall include all lieutenants of the City of Alton, Illinois, Police Department.

Section 2. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the City and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 3. The employer agrees not to enter into any agreement with another labor or police organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way affects wages, hours, or working conditions of said employees, or any individual employees in the unit covered by this Agreement. This is not to be construed to include the normal personnel actions as made by the Civil Service Commission such as recruitment or promotion, or classification due to changes in organizational functions.

Section 4. Separability and Savings. If any provision of this Agreement is subsequently declared to be unlawful or unenforceable, in whole or in part, by federal or state legislative authority, or by a court of competent jurisdiction and binding authority over the City, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Such unlawful, unenforceable or modified provision(s) may be the subject of immediate negotiations between the parties upon the written

request of either party. Any such dispute not resolved by mutual agreement shall be resolved in accordance with the provisions of Section 14 of the *Illinois Public Labor Relations Act*.

#### **ARTICLE IV - CIVIL SERVICE COMMISSION**

Section 1. It is agreed by both parties to abide by the Rules of the Civil Service Commission and the *City Code* of the City of Alton, Illinois. It is agreed that, if there is a conflict between this Labor Agreement and the Rules of the Civil Service Commission or the *City Code*, this Agreement shall supersede.

#### **ARTICLE V - RIGHTS OF MANAGEMENT**

Section 1. The City of Alton or its delegated representatives retain and reserve the ultimate responsibilities for proper management of the Police Department including but not limited to the responsibilities for and the right to the following:

- A. To maintain executive management and administrative control of the Department, its properties, facilities and the staff;
- B. To hire all employees and to determine their qualifications and the conditions for their continued employment, or their demotion or dismissal;
- C. To direct, supervise, promote, assign and schedule or transfer employees;
- D. To discipline or suspend employees for just cause;
- E. To relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient, or nonproductive, or under other conditions as deemed necessary by the City;
- F. To determine services to be rendered, operations to be performed, utilization of technology and equipment, and budgetary matters; and
- G. To determine the methods, processes, means, job classifications and personnel by which City operations are to be conducted.

Section 2. It is recognized that the City of Alton normally exercises most of its powers, rights, authorities, duties and responsibilities of the Police Department through the office of the Chief of Police.

#### **ARTICLE VI - ASSOCIATION RIGHTS**

Section 1. No members of this unit shall be required to perform duties outside the scope of his/her job description, nor shall they be required to perform duties that are not normally performed by a sworn police officer.

Section 2. The employer agrees that it will not replace regular employees or require other persons, other than employees in the Association, to perform work which is recognized as the work of the employees in said Association, except training or cases of emergency.

## **ARTICLE VII - POLICE MANUAL - RULES AND REGULATIONS OF THE ALTON POLICE DEPARTMENT, ALL GENERAL ORDERS AND ALL SPECIAL ORDERS**

It is agreed by both parties to abide by the present Police Manual - Rules and Regulations of the Police Department of the City of Alton which is in effect on the effective date of this Agreement, and which may be amended, and all general, special, personnel orders and directives as issued by the Chief of Police or his/her designee. Any amendment to the Police Manual will be submitted to the Association fifteen (15) calendar days prior to the effective date of the change. The amendment will become effective on the 15th day, unless the Association requests a meeting prior to the 15th day, then it will take effect upon agreement of the parties.

## **ARTICLE VIII - JOB REQUIREMENTS & DISCIPLINE**

Section 1. It is agreed by both parties to abide by the job requirements used by the Civil Service Commission of the City of Alton, Illinois. Under "requirements", a list of the absolute minimum requirements of the position shall be stated. Such items as physical and educational minimums, age, and police record may be included.

Section 2. No employee shall be disciplined or discharged except for just cause. The employer acknowledges that progressive and corrective disciplinary measures shall normally be followed.

The Chief of Police shall have authority to discipline employees up to and including discharge. Employees may appeal disciplinary action resulting in suspension or discharge through the grievance, procedure contained herein. Any grievance so filed shall be initiated at Step 3 of said grievance procedure. If the employee and/or Association is not satisfied with the Step 3 response, the Association may appeal the grievance to arbitration. The parties hereto by mutual agreement may proceed with an expedited arbitration procedure. The parties hereto agree that the grievance procedure contained herein shall be the exclusive remedy for appeals of suspension and/or discharge, but shall not be applicable to oral or written reprimands.

Section 3. Employees covered by this Agreement shall continue to be entitled to all of the rights and procedures guaranteed by Federal and State Laws.

Section 4. Employees covered under this agreement shall be required as a condition of continued employment, to establish and maintain their principle domicile within the counties of Illinois- Madison, Jersey, Macoupin, St. Clair; Missouri-St. Louis, St. Charles. The providing of a take-home vehicle to any officer who resides outside the corporate limits of the City of Alton shall be at the discretion of the Employer. That for all issues dealing with the residency of all members of Unit 14 of the Police Benevolent and Protective Association subject to ILRB Case No. S-MA-02-231 that the word "domicile" be substituted for the word "residency".

Section 5. Limitation on Use of File Material. In keeping with the tenants of progressive and corrective discipline any record of reprimand may be used for a period of time not to exceed one (1) year (three (3) years in the case of vehicle use violations) and shall thereafter not be used to support or as evidence of adverse employment action. Any record of discipline equal to or less than a three (3) day suspension shall not be used to support or as evidence of adverse employment action after five (5) years from the date of imposition of said discipline. The preceding sentences are contingent on the officer having no other disciplinary actions during that period of time.

## **ARTICLE IX - LEAVES OF ABSENCE**

Section 1. Executive Board Leave with Pay. Leave with pay may be granted upon recommendation of the Chief of Police or his/her designee for one (1) member of the Benevolent Executive Board to attend conferences, workshops, or similar meetings and by up to three (3) Executive Board members to attend the P.B. & P.A. annual convention. The Benevolent must submit a written request to the Chief of Police or his/her designee at least two (2) weeks prior to the date of the leave to be effective.

Section 2. Funeral Leave. A maximum of three (3) scheduled shift days leave with pay, beginning the day of death up to and including the day of the funeral, will be allowed in the event of a death in the immediate family and provided the employee actually attends the funeral of the deceased.

For the purpose of this article, the immediate family shall include only: Spouse, Children, Step- Children, Grandchildren, Mother, Father, Mother-in-law, Father-in-law, Brother, Sister, Brother-in-law, Sister-in-law, Grandparents, and Grandparents of Spouse.

Section 3. Leave Without Pay. Leave without pay may be granted as set forth in the *City Code* of the City of Alton, Illinois.

Section 4. Leave for PB&PA Events. Leave with pay may be granted by the Chief of Police or his/her designee for up to two (2) Benevolent Executive Board members or designees to coordinate the Illinois State Benevolent and Protective Association approved events which are held in the City of Alton and the annual Policeman's Ball. This leave will be confined to the date(s) the tournaments or Policeman's Ball are held. The Benevolent must submit a written request to the Chief of Police or his/her designee at least two (2) weeks prior to the date of the leave to be effective. Paid leave to attend meetings may also be granted to any officer who serves on the State PB&PA Executive Board or the Labor Committee's Executive Board.

## **ARTICLE X - GRIEVANCE PROCEDURE**

Should differences arise between the City and the Association or any Police Officer as to the meaning or application of the provisions of this Agreement, such differences shall be settled in the following manner:

The aggrieved officer or officers must discuss the grievance with the Chief of Police, the Major, or the designee of the Chief within five (5) business days of knowledge of the alleged grievance. The officer having a grievance may be represented by an Association representative if he/she desires at any step of the grievance procedure.

The Chief of Police or the Commanding Officer will notify the Officer of his/her decision within five (5) business days.

Step 1: If the grievance has not been settled, the officer shall present a written grievance on a grievance form to his/her Commanding Officer, or his/her designee, within five (5) business days following receipt of the answer from the Chief of Police. The Chief or the Commanding Officer will notify the grievant in writing of his/her decision within five (5) business days of receipt of the grievance. The grievance shall include citation to the contract provision allegedly violated and a summary statement of the facts.

STEP 2: If the grievance has not been settled in Step 1, the officer shall notify the Chief by certified mail within five (5) business days requesting a meeting to discuss and attempt to resolve the grievance. This meeting shall be held no later than five (5) business days after proper notification by certified mail, and a written decision from the Chief shall be given within five (5) business days.

STEP 3: Should the Officer feel that the grievance was not satisfactorily settled at Step 2, within five (5) business days of receipt of the answer, the grievance and the desired settlement shall be presented by certified mail to the Mayor. A meeting shall be arranged, within ten (10) business days of receipt of request, with the Mayor or his/her designee and the Chief of Police to attempt to resolve the grievance. A written decision must be given by the Mayor within five (5) business days of the date of the meeting.

STEP 4: Should the aggrieved Officer and/or Association Executive Board feel that the grievance was not satisfactorily settled at Step 3, the Association and the Mayor or his/her designee shall notify the Federal Mediation and Conciliation Service, St. Louis Regional Office, to supply a list of seven (7) arbitrators. The Association and the City shall alternately strike names from the list until only one (1) name remains, who shall be the impartial arbitrator selected. The party requesting arbitration shall strike the first name from the panel. This selection process must be completed within thirty (30) calendar days of receipt of the panel of arbitrators. Either party may reject the entire panel prior to striking. All decisions reached under this arbitration process shall be final and binding on both parties. The City and the Association shall equally share the expense of the impartial arbitrator selected and the court reporter, if any.

STEP 5: The time limits set out above may be waived by mutual agreement.

STEP 6: The City agrees that any officer of the Association involved in a grievance action, or summoned as a witness in an arbitration proceeding, will be relieved from duty, without pay, to attend to said grievance and/or arbitration hearing.

## **ARTICLE XI - SENIORITY**

Section 1. Seniority in the Police Department will be established first by rank, secondly by aggregate time served in rank, whether on a regular, assigned or temporary basis. Where conflict occurs because of identical service date of appointment, the member with the higher position on the Civil Service eligibility list from which the appointments were made is deemed to be the senior. In situations requiring decision or control where the officers are of equal rank, the senior will make the decision and exercise control, unless otherwise directed by a higher-ranking command or supervisory officer.

Section 2. The Employer shall furnish a list of employees and classifications arranged in order of their seniority to the Association.

## **ARTICLE XII - HOURS OF WORK, OVERTIME, AND CALL-OUT**

Section 1. Workday/Workweek. Except as otherwise provided, the basic workday for Patrol Division officers shall be twelve (12) hours, inclusive of a meal period as set forth by Chief or his/her designee. Hours of work for all other officers shall be assigned by his/her superior. The basic bi-weekly work period shall be eighty (84) hours.



A change in a shift assignment will be made as soon as possible, but with no less than seventy-two (72) hours' prior notice, except in the case of an emergency or by mutual agreement.

The current Patrol Division Shift Schedule in effect on the effective date of this Agreement will not be changed during the term of this Agreement unless mutually agreed to.

Section 2. In the event any police officer is required to work or is assigned duty in a higher rank for one (1) day or more during any calendar workweek, the City will pay to any such officer the regular rate of pay for that rank, retroactive to the first hour worked in that rank, and will continue to so pay such police officer as long as his or her services are required in that rank. Payment for longevity, college education incentive, and other benefits shall continue to be made to such police officer at the appropriate contractual rate.

Section 3. Compensatory Time. Employees who are required to work overtime, a legal holiday or on other regularly scheduled off-days for which they are not compensated by additional pay, shall be allowed compensatory time off.

No compensatory time shall be allowed for any cumulative overtime period of less than one-half (1/2) hour. Up to but not more than forty-eight (48) hours of compensatory time may be added to or included with a full period of vacation or leave due to illness.

When the maintenance of essential services prevents the granting of compensatory time earned by an employee in accord with the provisions of this Section, then the Mayor may compensate such employee in cash for compensatory time earned but not allowed, subject to the availability of an unexpected balance in the appropriate appropriation account.

Compensatory time off requested more than seventy-two (72) hours in advance will normally be approved and shall be approved immediately upon request, unless at the time of request a minimum staffing condition exists on the requested watch. Compensatory time off which has been approved shall not be cancelled except for emergency, which is defined as a natural or manmade disaster and/or civil disorder.

Section 4. Overtime Compensation. Officers and employees may be assigned to overtime provided such overtime shall be limited to emergency conditions which endanger the public health, welfare or public property, or to perform the essential functions of a department which cannot be deferred and which cannot be performed with the personnel available during normal working hours either because of vacancies in authorized positions or because of an abnormal peak load in the activities of the Department. Such overtime shall be compensated for with additional salary payment at one and one-half (1-1/2) times the regular hourly rate, subject to the following conditions and exceptions:

- A. Sworn members of the Police Department shall be compensated for actual time worked at the rate of one and one-half (1-1/2) times the regular hourly rate of pay for those hours worked in addition to any regularly scheduled hours. Any paid leave time utilized by an officer shall count as hours worked for purposes of determining the officer's eligibility for overtime compensation. The regular hourly rate of pay shall be defined as the annual base salary plus longevity plus education pay plus any applicable specialty plus any applicable shift premium pay divided by 2184. This rate shall be multiplied by 1.5 to determine the officers appropriate overtime rate of pay. A week

for sworn members of the Police Department shall be seven (7) consecutive days beginning with the first tour of duty within the Police Department, which begins on Sunday.

- B. All employees shall be entitled to one hundred (100) compensatory hours as described in Article 21 (B). In addition, when an employee shall be assigned to duty on a holiday as described in Article 21 (A), such employee or employees shall be paid at one and one-half (1 ½) times the regular rate of pay.
- C. Members of the Police Service cited to appear in court of record on their off-duty time shall be compensated for time so spent by additional payment at one and one-half (1-1/2) times the regular hourly rate or by compensatory time off at one and one-half (1-1/2) times at the discretion of the employee.

Section 5. Work Schedule. In the event that either party desires a modification of the twelve (12) hour work schedule, they must give the other party at least thirty (30) days written notice of their desire to discuss this issue.

Section 6. Call Out Compensation. Members of the Police Service shall be compensated for the actual time worked at one and one-half (1-1/2) times the regular hourly rate or for three (3) hours, whichever is greater, when called out for service during off-duty time.

The call-out overtime shall be compensated by either pay at time and one-half (1-1/2) or compensatory time off. The patrol officer involved in call-out shall advise the Department Head of his or her choice of compensation.

If employees are called out on a holiday, they will be paid double time for the actual time worked or for three (3) hours, whichever is greater.

Section 7. Time Off. Vacation or Compensatory time off shall consist of those days for which Vacation/Compensatory time is scheduled and shall be inclusive of the days off immediately prior and/or following the days for which Vacation /Compensatory time is scheduled. Scheduled days off begin at the completion of the last scheduled work shift.

Assignments scheduled prior to a Vacation/Compensatory time request will not be affected by the vacation time requested. This shall only apply when a minimum of two consecutive scheduled work days are taken as Vacation or Compensatory time.

### **ARTICLE XIII - COLLEGE EDUCATION INCENTIVE AND TUITION REIMBURSEMENT**

Section 1. College education incentive shall be computed on the base salary of the employee. The education incentive for Lieutenants shall be 9.5%. Effective April 1, 2024 the education incentive will increase to 10%.

Section 2. After the date of the execution of this contract, all applicants for promotion to lieutenant must have a bachelor's degree from an educational institution accredited by a United States Regional Accrediting Association, such as, but not limited to, the North Central Association, to be eligible for promotion and to receive college education incentive pay. Current sergeants can take the Lieutenants

exam and be promoted without a bachelor's degree. However, if they have a bachelor's degree, they will receive 5 additional promotional points.

#### **ARTICLE XIV - CIVIL SERVICE RULES**

The City agrees to make available a current copy of the Civil Service Rules and the *City Code* to the Association, and any amendments thereto.

#### **ARTICLE XV - CLOTHING ALLOWANCE**

The City shall provide an annual clothing allowance of One Thousand Two Hundred (\$1,200.00) dollars. Said clothing allowance shall be granted to each employee after one (1) year of service. The clothing allowance shall be requisitioned by April 15th of each year.

Upon assignment to Detective, a lieutenant shall immediately receive a one-time clothing allowance of \$500. No lieutenant may receive this benefit more than once in a three-year period.

#### **ARTICLE XVI - MISCELLANEOUS BENEFITS**

Section 1. Court Time Standby. Court time standby shall be equal to the by-weekly base salary of each member multiplied by 2.0%

Section 2. Detective On-call Pay. Detectives who are assigned to be on call" shall receive a cash stipend of fifty dollars (\$50.00) per week that they are so assigned.

#### **ARTICLE XVII - SICK LEAVE DISABILITY, ON-THE-JOB INJURIES, OFF-THE-JOB INJURIES, DEATH**

As of April 1, 1990, those individuals who have not accumulated four hundred-eighty (480) hours shall be allowed only to accumulate four hundred-eighty (480) hours in terms of buy-out upon retirement; however, he/she may accrue up to seven hundred-twenty (720) hours (said additional two hundred-forty (240) hours to be used only for actual illness or injury). Except as set forth above, any accumulated sick leave as of the effective date of this Contract shall be fixed as of that date.

Section 1. Sick Leave. Except as otherwise provided, all regular full-time employees who are compensated on a monthly or annual salary basis shall be given sick leave with pay at the rate of eight (8) hours for each calendar month of continuous service during which there were no unpaid absences without leave provided:

- A. Employees covered by a health and accident insurance plan to which the Employer contributes shall receive, in lieu of any benefits herein granted, only those benefits provided by said health and accident plan, except as provided elsewhere in this Agreement.
- B. No sick leave shall be credited for the first month of service if employment begins after the tenth day of the month.
- C. Sick leave credits shall accrue during the first three (3) months of service, but shall not be granted until completion of three (3) months of continuous service unless injury or

disability is incurred in the line of duty.

- D. Sick leave with pay shall be accumulated; however, at the end of November, any employee not wishing to add to his or her accumulated total of unused sick leave, those sick leave days not used of the eligible days for said year, may request payment in lieu thereof, but not to exceed the number said employee is eligible to receive during one year exclusive of that which has been accumulated. Provided, however, that each employee shall have accumulated and shall maintain a minimum of at least one hundred sixty (160) sick leave hours to be eligible to request payment as provided herein. Payment as noted herein shall be based on the employee's hourly rate (or daily rate in the case of salaried employees) as computed on the approved rates provided in the then current appropriation ordinance. Any employee who has used more than his or her eligible number of sick leave hours in any given year shall automatically have the surplus number of sick leave hours used for said year deducted from said employee's accumulated total, if any, unless said sick leave surplus has been approved by the employee's department head, as provided elsewhere in the *City Code*.
- E. Sick leave with pay shall be granted solely on account of an actual illness of an eligible employee or by reason of medically recommended quarantine due to exposure to contagious disease.
- F. Pay for unused sick leave:
  - (i) Sick pay for retiring officers shall be paid by the following procedure. Employees who have provisions of the Section in excess of two-hundred forty (240) hours applied for retirement by filing an application with the proper officials in the retirement system of which they are members shall be permitted to take any unused sick leave accumulated under the provisions of this Section prior to the effective date of their retirement except that credit shall be given in full only for the first two hundred forty (240) hours accumulated as per provisions of this Section, and only one-half (1/2) credit shall be given for all days 'accumulated under this Section over two hundred-forty (240) hours. Notwithstanding the foregoing, the employee may elect to be paid in full for all accumulated sick leave under the provisions of the Section in excess of thirty (30) days.
  - (ii) Employees who apply to the Police Pension Board for a disability pension as a result of an injury or illness, incurred not in the line of duty, and which injury or illness is certified by medical authorities to be disabling to the extent that the employee is unable to perform his/her regular duties in effect at the time of the disabling injury or illness and who are declared by the Pension Board as eligible for disability pension, shall be entitled to be paid in full for total amount of accumulated sick leave up to the time the disability pension becomes effective.
  - (iii) Employees who apply for a disability pension to the Police Pension Board, as a result of an injury incurred in the line of duty, will be paid in full for accumulated sick leave according to the formula set forth in Section 1 of the

Article, up to the time of the effective date the employee is placed on disability pension.

- G. Employees requesting sick leave of twenty-four (24) or more consecutive work hours are required to provide a certificate or medical report from a medical doctor certifying to the actual disability of the eligible employee.
- H. Employees may not substitute other forms of leave (vacation, compensatory, personal, etc.) for sick leave unless/until an employee's sick leave has been exhausted.
- I. Officers shall only be charged with eight (8) hours of sick leave for each shift taken, regardless of the actual length of the shift. Officers shall not be required to satisfy the remainder of the shift with any other accumulated time should the shift length exceed eight (8) hours.

Section 2. On-The-Job-Injuries.

- A. Whenever a law enforcement officer employed by the City of Alton, Illinois, on a full-time basis, suffers an injury in the line of duty which causes him/her to be unable to perform his/her duties, he/she shall continue to be paid by the City of Alton, Illinois, on the same basis as he/she was paid before the injury, with no deduction from his/her sick leave credits, during the time he/she is unable to perform his/her duties due to the result of the injury, but not to exceed one (1) year from the date of the injury, unless state law mandates.

All medical, hospital and surgical costs incurred due to the injury by the injured employee shall be the responsibility of the City of Alton, Illinois. Any benefits paid from insurance provided by the City or any Workers' Compensation benefits in payment of such expenses shall be deemed payable to the City as reimbursement of said costs and expenses when such costs and expenses are paid to the City. The City may, with the consent of the officer, direct such Workers' Compensation benefits or other insurance benefits provided by the City to be paid directly to the City or the health care provider.

- B. Employees may be granted light-duty status for a period not to exceed fifty-two (52) consecutive weeks under the following conditions:
  - (i) A comparatively less strenuous position is available;
  - (ii) The employee demonstrates reasonable competency for that position;
  - (iii) The employee is recommended by his/her commanding officer for that position;
  - (iv) The employee presents a doctor's recommendation for light-duty up to fifty-two (52) weeks. The doctor's recommendation is mandatory. However, if the employee does present a doctor's recommendation for light-duty and it is granted, the employee is then bound to present a doctor's release to return to full-duty status. If the employee does not have a release, then the employee will not be allowed to remain on duty;
  - (v) Assignment is approved by the Chief of Police.

Section 3. Off-The-Job-Injuries.

- A. Sick days shall be used for all off-the-job injuries where the employee is unable to report

for work.

- B. Employees may be granted light duty status for a period not to exceed seven (7) consecutive working days under the following conditions:
- (i) A comparatively less strenuous position is available;
  - (ii) The employee demonstrates reasonable competency for that position;
  - (iii) The employee is recommended by his/her commanding officer; and
  - (iv) The employee presents a doctor's recommendation that light-duty status up to seven (7) days may be required. However, if the employee does not present a doctor's recommendation for light duty and it is granted, the employee is then bound to present a doctor's release to return to full-duty status. If the employee does not have a release, then the employee will not be allowed to remain on duty;
  - (v) Assignment is approved by the Chief of Police.

Section 4. Death. Upon the death of a police officer presently in active service to the City, all sick-leave credits and vacation credits shall be paid in full to the beneficiary of said officer.

## **ARTICLE XVIII - VACATIONS, VACATION CREDITS**

Section 1. Vacations shall be accrued according to the following criteria:

- Eighty-four (84) hours after completion of one (1) year of continuous service;
- One hundred twenty-six (126) hours after completion of two (2) or more years of continuous service; Officers hired after March 28, 2019 shall receive one hundred twenty-six (126) hours after completion of five (5) years of service;
- One hundred sixty-eight (168) hours after completion of ten (10) or more years of continuous service;
- Two hundred ten (210) hours after completion of fifteen (15) or more years of continuous service;
- Two hundred fifty-two (252) hours after completion of twenty (20) or more years of continuous service.

Section 2. An employee resigning from the service of the City in good standing shall be paid for any vacation credit accumulated prior to resignation, provided: 1) He or she has completed one (1) year of continuous service; 2) He or she gives at least two (2) weeks' notice of his/her intent to resign; and 3) The maximum number of days for which compensation will be allowed shall not exceed two hundred fifty-two (252) hours.

It is the intention of this paragraph that the fraction of a day is of an eight (8) hour day. Vacation credits

shall be computed at the rate of five-sixths (5/6) of a working day for a full month of service for employees completing one (1) or more years of continuous service; one and one-fourth (1-1/4) working days for each full month of service for employees completing two (2) or more years of continuous service; one and two-thirds (1-2/3) working days for each full month of service for employees completing ten (10) or more years of continuous service; two and one-twelfth (2-1/12) working days for each full month of service for employees completing fifteen (15) or more years of continuous service and two and one-half (2-1/2) working days for each full month of service for employees completing twenty (20) or more years of continuous service.

Section 3. Officers' annual vacation bids shall not be canceled by the Employer except in the case of a natural or man-made disaster (*i.e.*, riot, flood, earthquake, etc.) or a total mobilization of the Department.

Section 4. Vacations bid prior to April 1<sup>st</sup>, of each year shall take precedence over all other types of leave except court time.

### **ARTICLE XIX - LIFE INSURANCE**

The employer agrees to furnish a \$15,000 life insurance policy to each member of the Association at no cost to the employee.

### **ARTICLE XX - HEALTH/FITNESS FACILITY**

The City agrees to continue to provide an in-house health/fitness facility equal to that in effect during contract year 1996.

### **ARTICLE XXI - HOLIDAYS**

A. Holidays observed by the City of Alton, Illinois shall be:

New Year's Day	First day of January	OT
Martin Luther King's Birthday	Third Monday in January	OT
Easter	Easter Sunday	OT
Memorial Day	Last Monday in May	OT
Independence Day	July 4 <sup>th</sup>	OT
Labor Day	First Monday in September	OT
Veterans Day	November 11 <sup>th</sup>	OT
Thanksgiving Day	Thanksgiving	DT
Friday after Thanksgiving	Friday after Thanksgiving	DT
Christmas Day	December 25 <sup>th</sup>	DT
New Year's Eve	December 31 <sup>st</sup>	DT

Employees who are regularly scheduled to work on the aforementioned holidays shall be paid according to the designated pay rate (OT – One and One half of straight time, DT – Double Time of straight time). Employees whose regular schedule would schedule them to work Martin Luther King Day, Veteran's Day, President's Day, Labor Day, and Memorial Day are allowed to work that shift at their discretion.

Working on a holiday shall not adversely affect compensatory days provided for in Section B.

- B. In lieu of being off work due to a holiday, all employees will be credited with One hundred (100) compensatory hours on April 1<sup>st</sup> of each year. The compensatory hours can be used as time off at any time with the consent of the Chief of Police.

**ARTICLE XXII - HOSPITAL, MAJOR MEDICAL INSURANCE HEALTH MAINTENANCE ORGANIZATIONS**

Section 1. Effective the first pay period after the contract is executed, the following plans and associated premiums will be available to employees during open enrollment. The premiums shown are based on 24 pay period deductions.

Options:

A.

100% PROPOSED PREMIUM EQUIVALENTS (4-TIER RATES)		2022- 2023	2023- 2024	2024- 2025	2025- 2026
	Employee	\$0	\$10	\$15	\$20
	Employee & Spouse	\$75	\$43.32	\$65	\$86.66
	Employee & Child(ren)	\$75	\$41.15	\$61.75	\$82.33
	Family	\$75	\$85	\$94.25	\$125.65

B.

80/20% HSA PROPOSED PREMIUM EQUIVALENTS (4-TIER RATES)		2022- 2023	2023- 2024	2024- 2025	2025- 2026
	Employee	\$0.00	\$0.00	\$0.00	\$0.00
	Employee & Spouse	\$15.65	\$20.86	\$31.30	\$41.72
	Employee & Child(ren)	\$14.87	\$19.81	\$29.74	\$39.63
	Family	\$22.70	\$30.25	\$45.39	\$60.49

C.

80/20% PROPOSED PREMIUM EQUIVALENTS (4-TIER RATES)		2022- 2023	2023- 2024	2024- 2025	2025- 2026
	Employee	\$0.00	\$0.00	\$0.00	\$0.00
	Employee & Spouse	\$16.25	\$21.66	\$32.50	\$43.32
	Employee & Child(ren)	\$15.44	\$20.57	\$30.88	\$41.15
	Family	\$23.57	\$31.41	\$47.13	\$62.81



**Section 2.** The following is for the duration of this agreement:

**City of Alton  
Medical Plan  
Benefit Outline and Cost Summary**

Benefit Outline	A.			B.			C.		
	100%			HSA			Base		
Carrier / PBM	UHC			United Healthcare			United Healthcare		
Plan Type	PPO			HSA			POS		
Plan Name				HSA			Base		
Network	Choice Plus			Choice Plus			Choice Plus		
Deductible (Individual / Family)	\$500 / \$1,000			\$2,800 / \$5,600			\$1,500 / \$3,000		
Deductible Type	Embedded			Embedded			Embedded		
Out-of-Pocket Maximum (Ind. / Fam.)	\$2,000 / \$4,000			\$5,600 / \$11,200			\$3,000 / \$6,000		
Coinsurance (In)	100/0%			80/20%			80/20%		
Wellness / Preventive Care	\$0			Ded, 80/20%			\$0		
Primary Care Office Visit	\$20			Ded, 80/20%			\$20		
Specialist Office Visit	\$20			Ded, 80/20%			\$20		
Walk-In / Urgent Care Visit	\$45			Ded, 80/20%			\$45		
Emergency Room	\$80			Ded, 80/20%			\$80		
Outpatient Lab / X-Ray	Ded, 100/0%			Ded, 80/20%			Ded, 80/20%		
Complex Imaging (MRI, CAT, PET, et.al)	Ded, 100/0%			Ded, 80/20%			Ded, 80/20%		
Outpatient Surgical Facility	Ded, 100/0%			Ded, 80/20%			Ded, 80/20%		
Inpatient Hospital Facility	Ded, 100/0%			Ded, 80/20%			Ded, 80/20%		
Prescription OOP Max (Ind./ Fam.)	Included in Medical			Included in Medical			Included in Medical		
Retail Prescription Drug Copays	\$7.50	\$20	\$40	\$7.50	\$20	\$40	\$7.50	\$20	\$40
Mail Order Prescription Drug Copays	\$12	\$35	\$75	\$12	\$35	\$75	\$12	\$35	\$75
Specialty Prescription Drugs	Covered in Retail			Covered in Retail			Covered in Retail		
Non-network Deductible (Ind. / Fam.)	\$1,000 / \$2,000			\$5,600 / \$11,200			\$3,000 / \$6,000		
Non-network OOP Max (Ind. / Fam.)	\$4,000 / \$8,000			\$11,200 / \$22,400			\$12,000 / \$24,000		
Non-network Coinsurance	70% / 30%			50% / 50%			60% / 40%		

Annual dental deductible is \$75/Individual / \$225 Family

Option A: The City will institute a \$500 deductible for health insurance. The Deductible will apply to anything not addressed by a copay including, but not limited to the following services:

- Cancer Resource Services
- Congenital Heart Disease Surgeries
- Dental Services – accident only
- Durable Medical Equipment
- Home Health Care
- Hospice Care
- Hospital – Inpatient stay
- Kidney Resource Services
- Lab, X-Ray, and Major Diagnostics including CT, PER, MRI, and nuclear medicine
- Mental Health – Inpatient
- Substance Abuse Services – Inpatient and Outpatient
- Ostomy Supplies
- Physician Fees for Surgical/Medical Services
- Private Duty Nursing – Outpatient
- Prosthetic Devices
- Rehabilitation Services
- Scopic Procedures
- Skilled Nursing Facilities
- Surgery
- Therapeutic Treatments
- Transplantation Services

The City will create an HRA, as a mechanism to reimburse employees these amounts.

For the duration of this Agreement – the employee will be responsible for a total of \$500 of any In-Network medical deductibles. Out of Network deductibles will not be reimbursed.

**OPTION B:**

See Section 2 in this article for deductible amounts

**OPTION C:**

See Section 2 in this article for deductible amounts

The City may initiate cost containment measures during the contract terms provided that the benefit levels, co-pays, deductibles, out of pocket limits, and other substantive provisions of the plan (i.e. the City Hospital and Major Medical Policy that was in effect April 1, 1996 with the modifications as outlined herein and in the Benefit Summaries for the City of Alton Police Medical and Rx Plans for May 1, 2014) remain substantially the same. In the event the City determines to make any such changes, the City shall provide the Union ninety (90) days' written advance notice of such change. Such notice shall specifically set forth the nature of the intended change. The Union shall be afforded reasonable opportunities to negotiate with the authorized representatives of the City prior to implementation of such change.

In the event that such change is initiated by the insurance carrier providing insurance coverage to employees, the City shall provide the Union with notice of such change within five (5) days of the date the City receives notice of such change from the insurance carrier. Such notice shall specifically set forth the nature of the intended change and the Union shall be afforded reasonable opportunities to negotiate with the authorized representatives of the City prior to implementation of such change.

Section 3. In the event any employee elects to participate in a federally mandated health maintenance organization, the Employer will pay the employee's HMO premium only in an amount which does not exceed the premium payable for the individual employee pursuant to the hospital and major medical insurance plan provided by the City.

Section 4. Employees who retire will have the option to participate in the health care plans at the retirees' expense until the retirees are eligible for Medicare.

### **ARTICLE XXIII - EYE GLASSES/DENTURES**

Section 1. The City agrees to replace or repair at no cost to the police officer any prescription eye glasses, prescription contact lenses or dentures damaged or destroyed while any police officer is on duty, if negligence is not determined.

### **ARTICLE XXIV - LONGEVITY**

The Employer agrees to pay the following longevity benefits as set out in the following schedule to all employees, beginning the first pay period following the employees' anniversary date.

- A. After two (2) years of continuous service, 3.5% of base salary.
- B. One half of one percent (.5%) per year after three (3) through year seventeen (17), 1% for years 18, 19, and 20, of continuous service to a maximum of 14 percent.
- C. To recognize their years of faithful service and performance of duty as police officers, as each employee becomes eligible, the employee shall be granted an additional increase in longevity of fifteen (15) percent for the first two consecutive pay periods prior to the date of eligibility.
- D. Eligible employees are those employees who have attained a minimum 20 years of service, and at least 50 years of age.
- E. The foregoing increase in pay shall only increase the current pay of the police officer for the two pay periods to which the increase applies and shall not increase the value of any accumulated or accrued benefits of the police officer which may be payable during those periods.

### **ARTICLE XXV - BRIDGING SERVICE**

All employees who were previously employed within the Police Service of the City of Alton, Illinois and returned to said Service for a period of five (5) continuous years shall have their combined service joined, or bridged, and shall receive all benefits accrued for the bridged time of service. For the purpose of this Agreement, all combined or bridged service shall be considered as continuous service.

**ARTICLE XXVI - BASE SALARY SCHEDULE**

4-1-2022	3%	\$88,310.03
4-1-2023	3%	\$90,959.33
4-1-2024	2.5%	\$93,233.31
4-1-2025	2.5%	\$95,564.14

**ARTICLE XXVII - SUBSTANCE ABUSE POLICY**

Section 1. Introduction. The City of Alton, recognizing the adverse impact of substance abuse on the personal lives of its employees and the resultant impact on the workplace environment and further recognizing the unique duties and responsibilities of the employees to the public, is adopting and implementing the following substance abuse policy. Substance abuse increases accidents and injuries to employees, impairs job performance, and causes higher rates of absenteeism and tardiness. Therefore, for the wellbeing and the economic interests of the City of Alton and its employees, there is a need to address this serious problem.

The City has developed a program for testing of applicants who are being considered for employment. The City is also adopting a program of "for cause" alcohol and drug testing of employees who are reasonably suspected of being at work under the influence of alcohol or drugs. The Police Department has developed a Policy to cover random testing of the sworn Police Officers within the Department. The objective is to provide a safe working environment for all employees, to maintain efficient employee performance and quality service to our community, to reduce accidents, and to eliminate other employee problems.

Section 2. Definitions.

- A. Alcohol or alcoholic beverage - any beverage that has an alcoholic content.
- B. Drug - any substance (other than alcohol) including, but not limited to; a controlled substance, an illegal drug, and a prescription drug capable of altering an individual's mood, perception, pain level, or judgment;
- C. Controlled substance - any drug for which the distribution, sale, or consumption is controlled by law.
- D. Prescription drug - any drug which is prescribed by a duly licensed medical practitioner for the individual consuming it;
- E. Illegal drug - any drug or substance for which the sale, distribution, possession, or consumption without proper authorization, is subject to criminal sanction, or is a controlled substance consumed, sold, possessed, or distributed illegally;
- F. Supervisor - any Employee in the rank of Lieutenant or higher;
- G. Employee Assistance Program - the Employee Assistance Program (EAP) provided by the City;

- H. Employee - any employee working for salary or wages for the City as sworn Police Officers, including individuals working for the City who are subject to an Agreement between the City and the Policemen's Benevolent and Protective Association of Illinois, Unit #14 — Command Staff.
- I. Under the influence of alcohol - having two-hundredths (.02) of one percent (1%) or more by weight alcohol in a person's blood shall be a presumption that the person is under the influence of alcohol. If the results of the breathalyzer are in excess of two hundredths (.02) of one percent (1%) the employee will be required to submit to a blood alcohol test at a facility selected by the City. If a breathalyzer test result is less than .04 percent, the person may still be presumed to have been under the influence depending on the elapsed time between when the specimen was drawn and the time the person came on duty.

Section 3. Random Drug and Alcohol Testing.

I. PURPOSE

To ensure that the City of Alton Police Department maintains a drug and alcohol-free environment and to protect the public by ensuring that its Officers have the physical stamina and emotional stability to perform their required duties.

II. POLICY

It shall be the policy of the Alton Police Department that random drug and alcohol testing will be mandatory for all commissioned police officers.

III. PROCEDURE

- A. All random drug and alcohol testing will be conducted in accordance with the Alcohol and Drug Policy guidelines.

Alcohol testing will be administered only for on-duty officers. The alcohol test will be administered at the Alton Police Department, using the Alton Police Department's breath alcohol test machine.

The test will be conducted in accordance with rules used by the State of Illinois for breath alcohol testing.

The test will be administered by an officer of the Alton Police Department of the rank of Lieutenant or above, who has completed breath alcohol testing in the State of Illinois and whose certification license is current at the time the test is administered.

In the event there is a mechanical problem with the Alton Police Department's breath alcohol machine or it is unavailable, a certified breath alcohol machine of any local police department may be used, all other rules still apply.

- B. Ideally, testing will be conducted monthly, but in any event, no less than once every quarter of the year.

- C. Names will be selected by a computerized random program.
- D. The selection will be observed by the Chief of Police, or his/her designated representative, and by one member of the bargaining unit executive board. If an executive board member is not available, then any member of the bargaining unit.
- E. No less than five (5) names will be drawn in the prescribed manner for each selection. An alternate list of at least five (5) names will also be drawn in the prescribed manner, for each selection. The names drawn will be notified in order from top to bottom of each list.
- F. Notification will be given to those officers selected by the random process immediately after the selection has been conducted. Those officers notified will immediately report for a breath alcohol test. After completion of the breath alcohol test, the officers will immediately report to the testing facility. Those persons witnessing the selection will not divulge the names chosen until after notification is complete.
- G. Exemptions from reporting immediately to the testing facility are as follows:
  - 1. Vacation
  - 2. Compensatory day
    - a. Granted prior to the selection.
  - 3. Sick Day
    - a. Taken prior to the selection
  - 4. Those officers not available because of job related duties.
    - a. Mandatory court appearances
    - b. Staffing difficulties, as defined by the Chief of Police or his/her designated representative
    - c. Required job duties, which if not accomplished immediately would interfere with the proper and fair administration of justice and/or the Department mission.
- H. Compensation during collection period (off-duty hours):
  - 1. The officer will receive a minimum of three (3) hours' pay at time and one-half for the time spent at the collection site.
  - 2. If an officer spends more than three (3) hours at the collection site because of a delay caused by the collection facility, the officer will be paid for the time spent.

3. If an officer spends more than three (3) hours at the collection site because of his/her inability to provide the sample, the officer will only be paid for three (3) hours.

I Narcotics Division Officers

1. The officers assigned to the Narcotics Division will be drug tested at the following times.
  - a. at the time they are assigned to the Division.
  - b. at the time their assignment with the Division is terminated.
  - c. at the time the Department conducts their random test.

Section 4. Employee Assistance Program. Any employee who feels that he/she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, by the recommendation of a Supervisor, or as a requirement of the terms and conditions of this Alcohol and Drug Policy.

When a request is made for assistance through self-referral, or by Supervisor recommendation, confidentiality will be maintained between the employee seeking assistance and the Employee Assistance Counselor.

Rehabilitation itself is the responsibility of the employee. For an employee enrolled in a formal treatment program which requires the employee to be off work on scheduled work shifts, the City will grant leave at full pay up to the employee's accumulated sick leave. An employee using up accumulated sick leave will then be allowed to use his/her vacation and accumulated compensatory time.

To be eligible for continuation of employment while on rehabilitation, as a requirement of this policy, the employee must maintain at least weekly contact with the Mayor, or his/her designee, and must be continuously enrolled in a City approved alcohol and drug treatment program and must actively participate in such program.

Upon successful completion of the employee's rehabilitation action plan, required by this policy, the employee will be tested and the results of the test must be negative before the employee will be returned to active status. Such return will be without reduction of pay or loss of seniority.

Section 5. Conviction of any Drug-Related Activity on City Property. Employees are required to report any criminal convictions that are a result of any drug-related activity on City property no later than five (5) days after such conviction.

Any Federal Agency with which the City has a contract, or from whom the City receives a Federal Grant in excess of Twenty-Five Thousand Dollars (\$25,000) shall be notified by the City within ten (10) days after receiving notice from an employee, or otherwise receiving actual notice, that the employee has been convicted of a drug-related activity on City property.

Within thirty (30) days after receiving notice from an employee of a conviction of any drug-related

activity on City property, the employee will either be disciplined, up to and including dismissal, or required to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Section 6. Confidentiality. The City will endeavor to keep confidential the results of any drug, substance abuse, alcohol consumption, or other such test. The test results will not be revealed by the City to any persons, except those persons who have a need to know such information because of personnel administration or processing of matters relating to employment, or as may otherwise be deemed necessary or proper by the City.

Section 7. Off-Duty Illegal Drug Use, Possession, Sale or Other Such Activity. Off-duty illegal drug use, sale, possession or other such activity could adversely affect an employee's job performance, jeopardize the safety of other employees, and potentially jeopardize City equipment, property, and reputation, as well as endanger the general public.

Accordingly, such off-duty conduct or activity could result in disciplinary action against the employee by the City, up to and including dismissal from employment. An employee who is arrested for off-duty drug use or activity, the City will take into consideration the nature of the charges, the employee's total record with the City, and other factors deemed relevant by the City for the protection of the City's reputation and the safety of the general public.

Section 8. On or Off-Duty Illegal Drug Use, Possession, Sale or Other Such Act.

- A. The sale, distribution, manufacture, or transfer of an illegal drug, or the illegal sale, distribution, manufacture, or transfer of a controlled substance when on duty, or when on City property, by an employee of the City, except when the job assignment of a Police Officer dictates, shall result in immediate dismissal.
- B. The possession of any illegal drug or the illegal possession of a controlled substance when on duty, or when on City property, except when the job assignment of a Police Officer dictates, may result in disciplinary action up to, and including, dismissal.
- C. Testing positive for an illegal drug when on duty or performing City business, shall result in immediate dismissal.

Section 9. Alcohol or Alcoholic Beverages. Reporting for scheduled duty, while under the influence of alcohol or alcoholic beverages, or being under the influence while on duty or when performing City business, shall result in referral to the Employee Assistance Program for rehabilitation and the employee's receiving a thirty-six (36) consecutive work hours unpaid suspension. In the event the employee refuses to contact the Employee Assistance Program or fails to continue his/her rehabilitation action plan, the employee will be dismissed.

Upon being called in by the City, reporting for duty while under the influence of alcohol or alcoholic beverages may result in disciplinary action.

The consumption of any alcohol or alcoholic beverage during normal duty or business hours, including paid overtime, except when the job assignment of a Police Officer dictates, shall result an immediate dismissal. Consumption of or being under the influence of alcohol or alcoholic beverages when off duty and while, wearing the uniform of the City shall result in referral to the Employee Assistance Program for



rehabilitation in lieu of disciplinary action being taken. In the event the employee to contact the Employee Assistance Program or fails to continue his/her rehabilitation action plan, the employee will be dismissed.

No alcohol or alcoholic beverages will be received or brought onto City premises, or carried in City vehicles without permission of the Mayor except when the job assignment of a Police Officer dictates. Employees who violate this provision shall be subject to disciplinary action, up to and including dismissal.

The sale, distribution, possession, or transfer of any alcohol or alcoholic beverage while on duty, or when performing City business, except when the job assignment of an employee dictates, shall result in disciplinary action, up to and including dismissal.

Section 10. Prescription Drugs. The possession or consumption of a prescription drug when on duty or on City premises at any time by an employee who is not the individual for whom the prescription drug has been prescribed by a duly licensed medical practitioner shall result in the employee being referred to the Employee Assistance Program for rehabilitation in lieu of disciplinary action. In the event the employee refuses to contact the Employee Assistance Program or fails to continue his/her rehabilitation action plan, the employee will be dismissed.

The consumption when on-duty of a prescription drug by an employee for whom the prescription drug has been currently prescribed by a duly licensed medical practitioner in any manner other than frequency, combination and quantity prescribed, shall result in the employee's being referred to the Employee Assistance Program for rehabilitation and the employee's receiving a thirty-six (36) consecutive work hours unpaid suspension. In the event the employee refuses to contact the Employee Assistance Program or fails to continue his/her rehabilitation action plan, the employee will be dismissed.

Any employee whose use of prescription drugs results in his/her inability to perform his/her duties in an acceptable manner or results in any violation of these Personnel Rules and Regulations, including, but not limited to, excessive absenteeism, tardiness, or accidents may be referred to the Employee Assistance Program for evaluation and possible rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses to contact the Employee Assistance Program or fails to continue is/her rehabilitation action plan, the employee will be dismissed.

Section 11. Procedures. Employees shall report to their places of assignment fit and able to perform their required duties. The procedures of the City in regard to employees suspected of using, possessing or being under the influence of alcohol or drugs while on duty are follows:

1. The City may require an alcohol and drug test to be taken by an employee who the City reasonably believes may be under the influence of, or impaired by, alcohol or drugs, based upon such observances or reports of the employee's conduct or behavior as, but not limited to: an apparent behavioral or personality change; impaired judgment; confusion or lack of coordination; conduct or behavior; an appearance of, or odor of, intoxication; usually slow or erratic movements or speech patterns; or reasonable suspicion of use of alcohol or drug while on duty.

Failure of the employee to promptly submit to such test, including signing any required forms, will be deemed an act of insubordination, justifying immediate dismissal.

An employee who, on the first such drug test, tests positive for illegal drugs or a controlled substance will be immediately dismissed. An employee who, on the first alcohol test, exceeds the definition of being under the influence while the employee was on duty will receive a five

(5) consecutive workday unpaid suspension and will be given one (1) rehabilitation opportunity, provided the employee fully cooperates in an effort to become alcohol free.

An employee who tests as being under the influence, or intoxicated, shall immediately contact the Employee Assistance Program for evaluation and assessment, and then promptly commence the recommended treatment. The cost and expenses of any treatment or counseling program will be the sole responsibility of the employee, subject to benefits available under any existing and applicable employee benefit program. The employee shall promptly seek evaluation and commence treatment. Failure of the employee to enter and complete the prescribed treatment shall be cause for immediate dismissal.

2. Any employee who has reasonable grounds to believe that his/her Supervisor, or fellow worker, is under the influence of alcohol or drugs, or whose ability to perform his/her duties is impaired, shall immediately report his/her suspicions to that employee's Supervisor. An employee who fails to report any such suspicions shall be subject to disciplinary action, up to and including dismissal.
3. The Supervisor will interview the employee and if they believe, based upon reasonable grounds, that the employee is under the influence of alcohol or drugs, or the employee's ability to perform his/her duties is impaired, then said employee will be taken to the City's designated medical facility for alcohol and drug testing.
4. The decision to relieve an employee from duty shall be documented by the shift Supervisor as soon as possible. The Supervisor shall document reasons and observations while the cause is fresh in their minds and details can be recalled, for example: glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.
5. The employee shall be requested to sign the appropriate release form and consent form for any alcohol and drug test which may be required. Upon the employee's execution of the required release or consent forms, the City's designated medical facility will perform the alcohol and drug test requested by the City. The failure or refusal of the employee to execute the appropriate release and consent forms for the requested alcohol or drug test shall result in immediate dismissal.
  - a. It should be made clear to the employee before he/she signs the release form that the results will be made available to the Mayor and may be used in disciplinary proceedings against the employee.

If the employee refuses to sign the appropriate release form, and the tests are not performed, the employee will be considered in violation of the City's Alcohol and Drug Policy. The employee will be relieved of duty and immediately dismissed.
6. When an alcohol or drug test is administered, the employee will be placed on leave of absence with pay until the results are available to the City.
  - a. If while on duty an employee is required to submit to a drug test and the results are confirmed positive, the employee will be immediately dismissed.
  - b. When a blood alcohol level exceeds the definition of being under the influence while the employee was on duty, the employee will be referred to the Employee Assistance Program for rehabilitation and the employee will receive a thirty-six (36) consecutive work hour

unpaid suspension. In the event the employee refuses to contact the Employee Assistance Program or fails to continue his/her rehabilitation action plan, the employee will be discharged.

Upon successful completion of rehabilitation, the employee will be retested. The results of the test must be negative before the City will restore the employee to his/her former position. Any employee who does not fully comply with the City requirements for the leave of absence that is granted is subject to immediate dismissal.

After testing positive for alcohol an employee participates in a rehabilitation action plan as a requirement of this Policy, such employee shall be subject to unscheduled testing for up to twenty-four (24) months after completion of primary treatment, even without new evidence of reasonable suspicion. After twenty-four (24) months from completion of primary treatment, the employee can be tested only pursuant to the requirements of this policy. If the employee tests positive on such test, or refuses to promptly submit to a test in a fully cooperative manner, the employee will be subject to immediate dismissal.

The City has the right to designate the facility to be used for the collection of specimens for alcohol and drug testing, but is not liable or responsible for the specific activities and conduct of those facilities and persons employed by such facilities. Facilities selected for the collection of specimens and alcohol and drug testing will assure the City that they utilize NIDA approved procedures, maintain a proper chain of custody, and maintain appropriate confidentiality. Employees must cooperate with reasonable procedures and requirements of the specimen collection facilities or testing laboratories, or be subject to appropriate discipline, up to and including immediate dismissal.

If the collection facility or laboratory testing facility reports that the specimen has been tampered with or adulterated, the employee will be required to immediately submit to an observed specimen collection.

Any employee who feels aggrieved by any disciplinary action taken by the City as a result of enforcement of any provision of this Alcohol and Drug Policy may follow any applicable grievance procedure available from the City. In regard to employees subject to the terms of the applicable collective bargaining agreement, any grievance filed complaining of discipline imposed pursuant to this Policy, can challenge the specific facts involved, but not the legitimacy of the Policy itself, or the reasonableness of any provision of such Policy.

Section 12. Volunteers for rehabilitation treatment. Any employee, who voluntarily reports a need for alcohol and drug abuse treatment to the City or the Employee Assistance Program prior to any request by the City for the employee to submit to a test pursuant to this Alcohol and Drug Policy, will be granted a leave of absence to seek such treatment. The cost and expenses of any treatment or counseling program will be the sole responsibility of the employee, subject to benefits available under any existing and applicable employee benefit program. An employee, who successfully completes a treatment program and returns to his/her job after receiving treatment as a volunteer pursuant to this paragraph, will not be considered to have been a positive test employee.

## **ARTICLE XXXVIII – RETIREMENT**

### Section 1. Buyout.

Members of this bargaining unit at the ratification date of this agreement are entitled to be paid their regular hourly rate upon retirement from the Police Department for the following unused credited hours:

Vacation: 252 hours with 20 or more years of service  
210 hours with 15 years of continuous service  
168 hours with ten continuous years of service

The employee will be paid the appropriate number of vacation hours, based on the above, upon reaching April 1st of the retirement year, and any accrued time from April 1st to the Officer retirement date.

Comp/Holiday time:  
100 hours.

Sick time:  
Full pay for first 240 hours, and half pay for any hours above 240 hours.

Court time:  
All accrued court time with a maximum of 480 hours.

Clothing allowance:  
Any accrued clothing allowance for the retirement year.

Section 2. Early Retirement Incentive.

During the term of this agreement (through March 31, 2026) and any arbitration procedures for a successor agreement, the City will offer six (6) months of 100% employer paid retiree health insurance premiums, within the same plan that the employee was participating in at the time of his retirement, for employees who choose to retire. This shall also mean to include continued 100% employer paid insurance for whichever dependent(s) was/were on the employee's plan at the time of retirement.

Employees eligible for this incentive:

1. Tier 1 employees who become eligible for full pension benefits (20 or more years of service and age 50 or more) must retire within six (6) months from date of eligibility.
2. Employees who are already eligible for full pension benefits (20 or more years of service and age 50 or more) at the execution of this agreement must retire within six (6) months of said date.

Section 3. Running Out Time.

Compensatory/Vacation/Sick/Court time may be taken as time off prior to retirement at the request of the employee, not to exceed four (4) weeks.

**ARTICLE XXIX - WAIVER CLAUSE**

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 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. Therefore, the Employer and the Association, for the life of the Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated this Agreement.

**ARTICLE XXX -NEGOTIATIONS**

Any member of the Police Benevolent and Protective Association who is appointed or elected to participate in negotiation meetings with the City shall be given time off from his/her regularly assigned duties to attend any and all negotiation meetings with the City as long as the same does not adversely affect the manpower of the same shift, as shall be determined by the Chief of Police or his/her designee in the Chiefs absence. Every effort shall be made by the City and Association to schedule said meetings at convenient off-duty hours.

**ARTICLE XXXI - DURATION**

Section 1. This Agreement shall be in full force and effect as of the first day of April, 2022 and shall thereafter remain in full force and effect until the 31st day of March, 2026. It shall automatically be renewed from year to year thereafter unless either party shall have notified the other by Certified Mail, by October 1, 2021 that it desires to amend this Agreement. Negotiations made pursuant to such notice by Certified Mail shall include only those Articles specified by either party to the other party. Negotiations will begin no later than November 15, 2025, for the next Agreement. In the event an agreement is not rendered prior to April 1, 2026, then all terms and benefits agreed upon after said date shall be retroactive to April 1, 2026. This Agreement shall be in full force, and shall be automatically renewed without revision unless both parties agree to the conditions of said amendment or change.

The Post Office address of the City of Alton is 101 East Third Street, Alton, Illinois 62002.  
The Post Office address of the Police Benevolent and Protective Association is 840 South Spring Street, Springfield, Illinois 62704.

FOR THE CITY OF ALTON, ILLINOIS

\_\_\_\_\_  
DAVID GOINS  
MAYOR, CITY OF ALTON

DATE: \_\_\_\_\_

FOR THE ASSOCIATION

\_\_\_\_\_

DATE: \_\_\_\_\_