

AGREEMENT BETWEEN

THE CITY OF DEKALB

AND

DEKALB FRATERNAL ORDER OF POLICE LODGE 115,

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

EFFECTIVE

JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

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## **PREAMBLE**

This Agreement, entered into by and between the City of DeKalb, Illinois, hereinafter referred to as the "City", and the DeKalb Fraternal Order of Police Lodge #115, Illinois Fraternal Order of Police Labor Council, hereinafter referred to as the "Union", has as its purpose the maintenance and improvement of productivity and economical, and efficient operations, the prevention of interruptions of work and the establishment of an equitable and peaceful procedure for the resolution of differences, and the setting forth of the complete Agreement of the parties concerning rates of pay, hours of work, and other conditions of employment.

The parties agree as follows:

## **ARTICLE 1. DEFINITIONS**

**Police Department:** Whenever used in this Agreement the phrase "Police Department" shall be synonymous with the City of DeKalb.

**Members:** All references to "Members" in this Agreement designate both sexes and whenever the male gender is used it shall be construed to mean male and female members.

**Residency:** All Members shall, within a period of fifteen (15) months from their appointment or after completion of their probationary period (whichever comes last), become residents within the residential boundaries described below. The area allowed for residency is that which falls within a circle with a thirty (30) mile radius, centered on the DeKalb Police Department. If any portion of the employee's property touches the boundary lines, the employee may live on either side of the boundary line. The boundaries established are depicted in Appendix "D" of this Agreement.

## **ARTICLE 2. RECOGNITION**

The City recognizes the Union as the sole and exclusive collective bargaining representative for all full-time commissioned Police Officers of the City of DeKalb Police Department in the rank of Sergeant and below ("Member"), but excluding all other full-time commissioned Police Officers above the rank of Sergeant, and all other civilian employees, supervisors, confidential and managerial employees and all other employees excluded by the Illinois Public Labor Relations Act, and all elected officers of the City of DeKalb.

## **ARTICLE 3. HOURS OF WORK**

### ***Section A. Workweek***

The workweek for a Member covered by this Agreement shall be forty (40) hours per week. Based on Member assignments, said workweek shall consist of either: a) five (5) consecutive days with each day containing eight (8) consecutive hours; or, b) four (4) consecutive days with each day containing ten (10) consecutive hours. Should it be necessary in the interest of efficient operations, the City may establish daily or weekly work schedules



departing from the workweek or the workday described in the above paragraph. The Chief of Police shall discuss such change with the Union as far in advance as is reasonably practicable; provided, however, that no such change shall be made for arbitrary or discriminatory reasons.

### ***Section B. Split Shifts***

Notwithstanding anything to the contrary above, split shifts shall not be scheduled except agreed to by the Member or in a state of emergency as declared by the Mayor of the City of DeKalb. Split shift is the division of one of the workday's ten (10) hour shifts except as otherwise provided in this Article 3.

### ***Section C. Rest Periods***

Members assigned to an eight hour shift shall receive a total of sixty (60) minutes of breaks (consisting of one thirty minute meal break and either a break of thirty (30) minutes or two breaks of fifteen (15) minutes each). Members assigned to a ten hour shift shall receive a total of seventy-five (75) minutes of breaks (consisting of one forty-five minute meal break and either a break of thirty (30) minutes or two breaks of fifteen (15) minutes each).

### ***Section D. Shift Scheduling***

Members may submit shift assignment and 'day off' preferences for the following year by submitting such preferences in writing to the Police Chief or his designee when requested by the Chief, and the Police Chief or his designee shall post the shift assignments for the upcoming calendar year. In making shift assignments, the Police Chief or his designee shall consider all such requests, and shall give consideration to the relative seniority of the officers making requests for the same shift. The Police Chief or his designee shall retain the right to make final decisions on shift assignments, provided that shift assignments shall not be made for arbitrary, capricious or discriminatory reasons.

Once shift assignments are made for any given year, the Police Chief or his designee shall have the right to transfer officers to shifts other than the shifts to which they were initially assigned for reasons having to do with the operational needs of the Department, such as the need for qualified Members to fill permanent assignments, seniority imbalances among shifts, and the need for closer supervision of Members with performance problems. A Member shall be given as much advance notice as practicable before being transferred, and shall not be transferred for arbitrary, capricious or discriminatory reasons.

For purposes of this Section 3(D), seniority shall be defined as follows: a) for specific units such as the TRU or Detective Unit, seniority shall be determined based upon continuous time within that specific unit since the most recent appointment to the unit; b) for patrol officers, seniority shall be determined based upon time in service with the City of DeKalb as a sworn police officer during the current period of continuous employment; and, c) for Sergeants and Corporals, seniority shall be determined based upon continuous served since most recent appointment to the current ranks.

## **ARTICLE 4. WAGES**

### ***Section A. Rates***

Members shall be compensated in accordance with the rates set forth in Appendix "A" which is attached hereto and made a part hereof.

### ***Section B. Overtime***

**1. Earning Overtime:** Any Member shall be paid one and one-half (1 1/2) times his regular straight time hourly rate of pay for all hours worked in excess of: a) eight hours (for Members assigned to eight hour shifts) on a Member's workday; b) ten hours (for Members assigned to ten hour shifts) on a Member's workday; or, c) forty hours in a Member's work week.

**2. Comp Time in Lieu:** Notwithstanding the foregoing, a Member may waive the provision requiring one and one-half (1 1/2) times his regular straight time hour rate of pay for receiving one and one-half (1 1/2) hours of compensatory time off for the amount of hours worked in excess of: a) eight hours (for Members assigned to eight hour shifts) on a Member's workday; b) ten hours (for Members assigned to ten hour shifts) on a Member's workday; or, c) forty hours in a Member's work week.

**3. Maximum Accumulation of Comp Time:** The maximum accumulation of compensatory time shall be one-hundred forty-six (146) hours. Upon termination of employment, the City shall pay out a Member's accumulated compensatory time (up to the maximum accrual amount).

### ***Section C. Call Back***

A Member required to report back to work after having completed the Member's regularly scheduled work shift, or on their day off, shall receive a minimum of two (2) hours pay at a one and one-half (1 1/2) times the Member's regular straight-time rate.

Any overtime work which extends to a Member's regular work shift shall be paid at one and one-half (1 1/2) times his regular straight time rate for the time so worked up to 15 minutes before shift start time. If a Member is ordered to start shift more than 15 minutes prior to the start of their shift up to one hour prior to the start of shift, the Member shall receive a minimum of one (1) hour of pay at one and one-half (1 1/2) times their regular straight time rate. If a Member is ordered to start shift more than one (1) hour prior to the start of their shift, the Member shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times their regular straight time rate.

Departmental regulations regarding completion of assignments at the end of a shift shall remain in force.

### **Section D. Longevity Pay**

Members shall receive longevity pay in accordance with the schedule set forth on Appendix "C" which is attached hereto and made a part hereof.

### **Section E. Mandatory In-Service Training Compensation**

**1. Duty Day Training:** For City-scheduled training on-site and for City-scheduled training off-site not requiring any overnight stays as determined by the City, Members covered by this agreement shall receive the straight-time hourly rate of pay and over-time hourly rate of pay or compensatory time off under the following weekly schedule and in exception to the straight-time/over-time formula as described in this Article 4. WAGES; Sections B and C of this agreement:

| <b>Members with Eight Hour Shifts</b> |                                                                              |
|---------------------------------------|------------------------------------------------------------------------------|
| <b>Number of Days Assigned</b>        | <b>Number of Hours in Training After Which Overtime/Comp Time is Accrued</b> |
| 1                                     | 8                                                                            |
| 2                                     | 16                                                                           |
| 3                                     | 24                                                                           |
| 4                                     | 32                                                                           |
| 5                                     | 40                                                                           |

| <b>Members with Ten Hour Shifts</b> |                                                                              |
|-------------------------------------|------------------------------------------------------------------------------|
| <b>Number of Days Assigned</b>      | <b>Number of Hours in Training After Which Overtime/Comp Time is Accrued</b> |
| 1                                   | 10                                                                           |
| 2                                   | 20                                                                           |
| 3                                   | 30                                                                           |
| 4                                   | 40                                                                           |

**2. Off-duty day training.** If scheduled by City, training hours will be classified the same as regularly scheduled work hours. Overtime will be paid whenever any combination of training and regular duty time exceeds 40 hours in a work week. Training shall be mandatory only for policies, procedures, stress management training, issuance of general orders, and administrative matters concerning the Department and/or City.

**3. Mandatory In-Service Minimums:** Members required to report for mandatory in-service training shall receive a minimum of two (2) hours training. Members required to remain on duty after completion of their regularly scheduled work shift for in-service training shall receive a minimum of one (1) hour of in-service training.

## ***Section F. On Call***

Any Member required to carry a cellular phone and be on call for a specified period will be compensated in the following manner: When on call, but not called for duty, the Member will receive three (3) hours of straight compensatory time or straight time pay for each Saturday and/or Sunday they are on call, one (1) hour of straight compensatory time or straight time pay for each day they are on call Monday through Thursday, two (2) hours of straight compensatory time or straight time pay for each Friday they are on call, and three (3) hours of straight compensatory time or straight time pay for each holiday they are on call to include the following eight (8) holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Years' Eve.

When Members report for duty on any Saturday, Sunday, or holiday as defined under this provision, they will receive three (3) hour of straight compensatory time or straight time in addition to the compensation they receive for the actual time worked as provided in Article 4, section C. When Members report for duty on a Friday under this provision, they will receive two (2) hours of straight compensatory time or straight time pay in addition to the compensation they receive for actual time worked as provided in Article 4, section C. When Members report for duty Monday through Thursday under this provision, they will receive one (1) hour of straight compensatory time or straight time in addition to the compensation they receive for the actual time worked as provided in Article 4, section C.

There will be a reasonable expectation that Members assigned to on call status will be available and fit for duty. However, failure to report for duty will not be grounds for disciplinary action.

## ***Section G. Field Training Officers***

Members shall receive one (1) hour of straight compensatory time or straight time pay for each completed eight (8) hour shift and one and a quarter (1.25) hours straight compensatory time or straight time pay for each completed ten (10) hour shift as a Field Training Officer with a new recruit directly under their control.

## ***Section H. Court Cancellation***

Any Member who has a scheduled court appearance canceled with less than twelve (12) hours' notice shall receive two (2) hours of pay at their regular straight time rate.

## ***Section I. Special Duty Details***

The City of DeKalb and DeKalb Police Officers Lodge #115 agree to the establishment of the following system allowing members to volunteer for special duty details outside of the normal assigned duties of the Police Department.

1. Any group, agency, business or individual may present a request for a special duty detail to the Police Chief or designee. A request for a special duty detail shall include the

date and time period of the special duty detail and shall further include a description of the type of service or activity being requested of the officers or such special duty detail.

2. The cost of the special duty detail must be fully funded by the group, agency, business or individual making the request.

3. The Police Chief has the right to reject or modify any request for special duty detail.

4. Officers will have an opportunity to volunteer for special duty details based on a system established by the Police Chief and Union.

5. Officers serving in special duty details will be considered active duty employees under the direction of the appropriate Police Department command. Officers are required to check in and out with the appropriate supervisor when serving on special duty details.

6. Officers serving in special duty details will have the same rights, responsibilities, protections and liabilities as all the other members covered by the current labor agreement.

7. Officers serving in special duty details will be paid at the overtime rate established by the current labor agreement.

8. Charges for special duty details will include the full cost of the officer's paid wages, the calculated cost of all fringe benefits, and other cost including but not limited to workers compensation, liability insurance and administration fees.

9. Billing of special duty details will be through the City's Finance Division.

## **ARTICLE 5. HOLIDAYS**

### ***Section A. Base Holiday Entitlement***

Members covered by this Agreement with at least one (1) years' service as of the first day of the Vacation Year, as defined below, in any year shall receive One Hundred and Twelve (112) hours of vacation in addition to that provided in Article 6 in lieu of holidays.

### ***Section B. Holiday Accrual for New Members***

Members, as of the first day of the Vacation Year in any year, with less than one (1) full year of service, shall be entitled to additional hours of vacation in lieu of holiday pro-rated in accordance with Article 6, Section A (i.e. 112 vacation hours times the number of months of continuous service divided by 12, rounded to the nearest full hour).

### ***Section C. Holiday Accrual Based on Calendar Year***

Members covered under Section 6(A) or 6(B) above shall receive the number of holiday hours of vacation that they would be eligible for during a full calendar Vacation Year, with eligibility determined on the first day of such Vacation Year.

## **ARTICLE 6. VACATIONS**

### ***Section A. Entitlement***

**1. Existing Members.** Members who have been hired prior to June 9, 2014 shall utilize the following schedule for Vacation Accruals:

In addition to the Holiday vacation day entitlement covered under Article 5, Members, as of the first day in any Vacation Year, shall be entitled to vacations as follows:

|                                |                                                                                                               |
|--------------------------------|---------------------------------------------------------------------------------------------------------------|
| Less than one year             | 80 working hours times number of months of continuous service divided by 12 (rounded to the nearest full day) |
| One year through 6 years       | 80 working hours                                                                                              |
| Over 6 years through 13 years  | 120 working hours                                                                                             |
| Over 13 years through 17 years | 160 working hours                                                                                             |
| Over 17 years through 24 years | 200 working hours                                                                                             |
| Over 25 years                  | 240 working hours                                                                                             |

If a Member's anniversary date falls within the calendar year, the Member shall accrue the vacation outlined above as of January 1 of the year of the anniversary date. (E.g. if a Member's 13<sup>th</sup> anniversary falls on April 10, 2015, the Member would accrue vacation for Members with 13-17 years as of January 1, 2015). As explained herein, vacation accrual shall no longer be prorated.

**2. New Members.** Members who are hired on or after June 9, 2014 shall utilize the following schedule for Vacation Accruals:

In addition to the Holiday vacation day entitlement covered under Article 5, Members, as of the first day in any Vacation Year, shall be entitled to vacations as follows:

|                                |                                                                                                               |
|--------------------------------|---------------------------------------------------------------------------------------------------------------|
| Less than one year             | 80 working hours times number of months of continuous service divided by 12 (rounded to the nearest full day) |
| One year through 7 years       | 80 working hours                                                                                              |
| Over 7 years through 13 years  | 120 working hours                                                                                             |
| Over 13 years through 18 years | 160 working hours                                                                                             |
| Over 18 years through 24 years | 200 working hours                                                                                             |
| Over 25 years                  | 240 working hours                                                                                             |

If a Member's anniversary date falls within the calendar year, the Member shall accrue the vacation outlined above as of January 1 of the year of the anniversary date. (E.g. if a Member's 13<sup>th</sup> anniversary falls on April 10, 2015, the Member would accrue vacation for Members with 13-18 years as of January 1, 2015). As explained herein, vacation accrual shall no longer be prorated. Members are not awarded any vacation until the first January 1 that occurs during their term of employment by the City.

### ***Section B. Eligibility***

In order to be eligible for vacation pay, a Member must have worked or been on paid leave a total of 1,700 hours during the twelve (12) month period preceding the first day of the Vacation Year, except for those members with less than one (1) year of service.

### ***Section C. Scheduling***

**1. Vacation Scheduling:** The City and Union agree and acknowledge that they utilize a vacation schedule based upon a calendar year (i.e. January 1 to December 31). The effective vacation schedule period shall be referred to herein as the "Vacation Year." On January 1, 2013, members received eight-twelfths of their normal number of vacation hours (rounded up to the nearest full hour). On January 1 of each subsequent year, Members shall be entitled to the full compliment of vacation hours as listed in the table above. Employees shall only be allowed to use vacation time, including holiday vacation time, which has been already earned the previous vacation year (plus any carryover hours permitted hereunder). Vacation time may be scheduled for a future date in anticipation of its being earned on that date. Such time is subject to cancellation if not earned by the date on which it is scheduled to be taken.

Vacations may be scheduled during each Vacation Year and, as far as practicable, be granted at times selected by each Member. A one-time special assignment of shifts will cover the period from June 1, 2013 through December 31, 2013. The parties acknowledge that, for 2013, the Members have already submitted vacation requests through April 31, 2013. There shall be a one-time special selection of vacation days for the period from May 1, 2013 through December 31, 2013. Subsequent selection of shifts and vacation days shall be based upon the calendar year. Within a period of thirty (30) days following the day Members of the Police Department covered by this Agreement receive their shift assignments from City, said Members shall be entitled to: (a) select their vacation based on seniority within their respective shifts which said



vacation to be selected shall not exceed two (2) forty-work-hour vacation periods for each Member; and, (b) select, following the completion by all members of the respective shifts of the procedure in (a) above, any remaining vacation days available to each respective Member. Following the thirty (30) days after the day Members receive their shift assignments, vacation selection shall be based on a "first come first serve basis" and not on seniority. The final right to approve the vacation period is exclusively reserved by the Employer in order to insure the orderly performance of the services provided by the City. If a Member is entitled to more than 120 work-hours of vacation, the vacation shall be divided into two (2) or more periods during the vacation year, unless the full period is authorized in writing by the Police Chief.

#### ***Section D. Pay In Lieu of Vacation***

Vacations are for the purpose of rest and rehabilitation in order to perform better work for the Employer. However, a Member may request and, if approved in writing by the Police Chief and City Manager, receive a day's pay in lieu of a day's vacation for up to 40 hours of vacation. Such payment in lieu of vacation shall not exceed payment for 40 hours of vacation time, but may be less. In the event such request is denied, then vacation time requested may be carried over to the following year. However, 40 hours of carryover vacation time shall be the limit per Member (i.e. Members may not carry over 40 hours of vacation per year, and accumulate more than 40 hours of carryover time) under this subsection 6(D). Additionally, if carryover of up to 40 hours is permitted, the City Manager or Police Chief may specify a date by which such carryover hours must be utilized or be forfeit without additional compensation.

#### ***Section E. Vacation Carry Forward***

Should a Member have a scheduled vacation canceled by the action of the Chief of Police or by a Lieutenant, and if the vacation hours cannot be rescheduled during the Vacation Year; the Chief may request in writing to the City Manager permission to carry forward those vacation hours. Approval of the carry forward shall not unreasonably be withheld. No employee who has picked vacation time prior to the implementation of the change in Vacation Year shall have the time cancelled. For the period between on May 1, 2013 and December 31, 2013, employees shall be allowed to borrow up to one third of their total vacation allowance from the subsequent year. This option will be available only once for the special vacation period beginning May 1, 2013.

### **ARTICLE 7. SICK LEAVE**

#### ***Section A. Accumulation***

Members shall accumulate eight (8) hours of sick leave for each month of service provided that the Member has been compensated for one hundred forty (140) hours or more of work in each such month of service. Members shall start to accumulate sick leave from their date of employment and shall accumulate sick leave up to a maximum of Two Thousand and Eighty (2080) Hours. Each new Member shall be advanced Forty (40) Hours of sick leave upon employment.



### ***Section B. Use of Sick Leave***

Accumulated sick leave days may be used by any Member contracting or incurring any non-service sickness or non-service disability which renders such Member unable to perform the duties of his employment. Sick leave may be used for preventative medical or physical treatment and physical examination by a physician, surgeon, or dentist providing the following:

1. All sick leave utilization under the foregoing in this paragraph shall have been approved by the Department Head in advance a minimum of twenty-four (24) hours prior to the commencement of the workday for which the sick leave is requested.
2. The purpose of the sick leave utilization must be stated at the time of request.

### ***Section C. Sick Leave Pay Out***

1. Provided that the Police Chief is given fourteen (14) days written notice prior to a Member's last work day, a Member, with the exception of those discharged for misconduct, shall receive pay for the Member's accumulated sick leave as per Appendix "B", which is attached hereto and made a part hereof. Payment under this Section shall not exceed Seven Hundred and Twenty (720) Hours.
2. An employee may utilize up to Seven Hundred and Twenty (720) hours of accumulated Sick Leave as creditable service, should the employee wish to utilize such hours in lieu of working such hours, towards total creditable service for retirement purposes.
3. The total Sick Leave which an employee may utilize for the purposes contemplated by Section C(1) and C(2) above shall not exceed 720 hours in the aggregate. Employees may utilize any combination of their accumulated sick leave hours, for those two purposes, up to 720 hours total.
4. Any excess hours (i.e. hours in excess of 720) attributable to a person leaving the Police Department shall be credited to the Sick Leave Pool contemplated in Section H, below.

### ***Section D. Sick Leave Notice***

A Member, upon knowing that he will be absent from work through sickness or injury, shall inform his superior officer or the Police Chief in accordance with procedure established in the Police Department.

### ***Section E. Abuse***

No sick leave with pay shall be allowed where sickness is feigned in the opinion of a licensed medical physician selected in the manner prescribed in the attached Side Letter, or where sickness is the result of intoxication or is otherwise intentionally self-inflicted, or where

sickness continues as a result of the Member's failure to fully cooperate with medical advice and/or corrective therapy.

### ***Section F. Use For Family Purposes***

An employee may use accumulated sick leave in the event a spouse, children, stepchildren, parents or stepparents are sick. All provisions of this Article will apply to the use of sick leave when a spouse, children, stepchildren, parents or stepparents are sick. Upon reasonable suspicion of abuse, the City may request medical certification of the family member's illness.

### ***Section G. Wellness Bonus***

1. In the event that a Member works a twelve (12) month period, concurrent with the calendar year, and takes zero (0) hours of sick leave during said calendar year, the Member shall receive a "wellness" bonus of \$300.00. In the event that a Member works said calendar year and takes one shift or less (i.e. 8 hours or less or 10 hours or less, depending on scheduling) of sick leave during said calendar year, the Member shall receive a "wellness" bonus of \$150.00.
2. In addition, during a twelve (12) month period, concurrent with the calendar year, a member may voluntarily elect to participate in incentivized wellness opportunities offered by the City. These opportunities are meant to support the overall physical and mental wellness of the members. To encourage participation, incentives are offered as follows:
  - a) Annual physical exam: Members who elect to undergo a physical examination by their personal physician, as is included in the City's group health insurance plan coverage, will receive \$100.00. The exam shall be scheduled by the member during off-work hours and be paid for through the members health insurance coverage or other means available to the member. A member shall only be eligible to earn the incentive once in a calendar year.
  - b) Annual mental health exam: Members who elect to schedule and attend a meeting with a mental health professional of their choosing will receive \$100.00. The exam shall be scheduled by the member during off-work hours and be paid for through the members health insurance coverage or other means available to the member, including the City's Employee Assistance Program (EAP) which is available at no cost to the employee. A member shall only be eligible to earn the incentive once in a calendar year.
  - c) Annual P.O.W.E.R. Test: Members who elect to participate in and pass the Peace Officer Wellness Evaluation Report (P.O.W.E.R.) Test will receive \$100.00. The Police Chief will schedule no less than two (2) annual test dates during which the

members may voluntarily participate while off duty. Failure to pass the test on any given testing date does not preclude a member from participating in and passing the test on a subsequent testing date during the calendar year; however, a member shall only be eligible to earn the incentive once in a calendar year.

Members who volunteer to participate in these wellness opportunities are required to submit signed forms by January 31<sup>st</sup> for services in the prior calendar year. Forms will be made available by Human Resources for review and approval. This form will only indicate whether services were provided to the member, or that a member passed the P.O.W.E.R. test. No other information will be required or solicited. No member shall be ordered to participate under any circumstances nor shall a refusal to participate be cause for discipline or other adverse actions.

Said bonuses shall be paid during the month of February of the year following. A Member shall be eligible for no more than \$300.00 in "wellness" bonus pay in a calendar year, which may be earned through the sick time bonus, voluntary wellness opportunities, or a combination of both. A Member who is hired during the calendar year or terminated during the calendar year shall not be eligible for "wellness" bonus pay.

#### ***Section H. Sick Leave Pool***

A Member Sick Leave Pool is hereby established. Said Pool shall be administered by a Committee comprised of three (3) Union members selected by the Union at the start of each calendar year. The Union shall notify the City Manager in writing of the persons appointed to said Committee no later than January 15 of each calendar year. The Committee shall select a chairperson who shall call meetings of the Committee and the Committee shall select a secretary who shall maintain all records of the Committee.

The Committee shall hold meetings for the purpose of hearing requests from Union members for use of sick leave accumulated by the Pool and shall rule on such requests. The Committee shall notify the Union, the City Manager and the City Finance Director, in writing, of all Committee actions.

The Union shall prepare and approve operating procedures and rules for the Pool, including, but not limited to, criteria for decisions, voting rules, maximum sick leave to be awarded, frequency of use by any individual Member and parameters for determining the status of on-duty injuries with regard to programs authorized in Section G and Section H of this Article. These procedures and rules shall be reviewed and approved by the City Manager prior to implementation of the Pool. No rules or procedures shall contravene the policy that the Committee shall allocate Pool sick leave to a Member only in the event that the Member has utilized all accumulated individual sick leave.

The Pool shall accumulate sick leave for use by members as follows:

1. Upon approval of the rules and procedures by the City Manager, the City shall donate eighty (80) hours to the Pool.

2. In the event that a Member accumulates the maximum of Two Thousand and Eighty (2,080) Hours of sick leave as set forth in Section A of this Article, any additional hours earned in excess of the 2,080 hours shall be credited to the Sick Pool, up to the cap outlined in #5 below.

3. In the event that a Member qualified for "wellness" bonus pay as set forth in Section G. (1) of this Article, the City shall credit eight (8) hours of sick leave to the Pool.

4. As noted in Section C (4) above, upon retirement of an employee who has accumulated more than 720 hours of sick leave, such excess sick leave over 720 hours shall be credited to the sick pool.

5. The Sick Pool shall have a maximum accrual of 4,160 hours at any one time.

### ***Section I. Family and Medical Leave***

The Employer agrees to abide by all provisions of the Family and Medical Leave Act, as amended. Employees who qualify for Family and Medical Leave shall be eligible, but shall not be obligated, to use any available leave time, vacation, compensatory time, personal days, or sick leave, concurrently with FMLA leave. The employee shall have the option of deciding which type of leave time to utilize.

## **ARTICLE 8. BEREAVEMENT LEAVE**

### ***Section A. Usage***

In the event of the death of a Member's grandparent, father, mother, brother, sister, spouse, or child; or the spouse's grandparent, father, mother, brother or sister, the Member shall be granted a minimum of two (2) working days leave of absence to bereave and attend the funeral. Up to an additional three (3) working days leave of absence may be granted when a Member must be responsible for funeral and bereavement activities, where extensive travel is involved, or when other special conditions exist. The determination of the number of days of authorized leave of absence in excess of two (2) days shall be made by the Chief of Police or his designee based upon the existence of the above-stated special conditions.

### ***Section B. Consecutive Days Usage***

Bereavement leave shall be used on consecutive days, of which one (1) day shall be the date of the funeral, unless otherwise authorized by the Chief of Police or his designee.

### ***Section C. Extraordinary Circumstances***

In the event of the death of a person with whom a Member has an exceptional personal or family relationship, the Chief of Police or his designee may grant up to two (2) working days

leave of absence to grieve and attend the funeral upon written request by the Member, provided that this Section is intended to apply only to extraordinary circumstances.

#### ***Section D. Wage Payment***

A Member shall be paid his straight time hourly rate for any bereavement leave of absence, as authorized by this Article, on which the Member otherwise would have been scheduled to work.

### **ARTICLE 9. JURY DUTY**

Whenever officers covered by this Agreement are called to jury duty during regularly scheduled work days, they shall be assigned to the day shift for the duration of the jury duty. When notified of jury duty, the Member shall immediately notify the Shift Supervisor or his designee who will be empowered to make any and all necessary shift assignments. Failure to immediately notify the Shift Supervisor relieves the City of any obligation to adjust schedules to accommodate jury duty.

Members will be compensated at the regular rate of pay for the shift spent on jury duty, and may also retain any mileage or other reimbursement provided by virtue of jury duty. If the Member is relieved of jury duty obligation during the scheduled shift, the Member is to immediately report to duty for the balance of the shift. If the jury duty obligation exceeds the scheduled shift, the Member will only be paid for the regular shift pay. The Member shall be required to provide proof in form reasonable acceptable to the City Manager, evidencing the Member's completion of jury duty.

### **ARTICLE 10. SEVERANCE PAY**

A Member who has at least two (2) years of full time continuous service with the Employer shall be entitled to severance pay in addition to any other compensation that he may be entitled to receive if he is involuntarily terminated. Involuntary termination shall not include dismissal for just cause. An eligible Member shall receive two (2) weeks pay computed at the Member's highest regular straight time pay (including longevity) during the twelve (12) month period preceding termination.

### **ARTICLE 11. DISABILITY PAY**

Any Member who suffers any injury in the line of duty which causes him to be unable to perform his duties, or accept any work or other positions with the Police Department at his regular straight time hourly rate offered him by the City, shall continue to be paid by the City on the same basis as he was paid before the injury, with no deduction from his sick leave credits, compensatory time for overtime accumulations or vacation, or service credits in a public Member pension fund during the time he is unable to perform his duties due to the result of the injury, but not longer than one year in relation to the same injury.

At any time during the period for which continuing compensation is required by this Article, the City may order at its expense, physical, or medical examinations of the injured person to determine his physical or mental incapacitation. During this period of disability, the injured Member shall not be employed in any other manner, with or without monetary compensation. Any Member who is employed in violation of this Article forfeits the continuing compensation provided by this Article from the time such employment begins and may be subject to other discipline. Any salary compensation due the injured Member from worker's compensation or any salary due him from any type of insurance which may be carried by the City shall revert to the City during the time for which continuing compensation is paid to him under this Article and the City may be entitled to reimbursement. Any disabled person receiving compensation under the provisions of this Article shall not be entitled to any benefits for which he would qualify because of his disability under the provisions of the Illinois Pension Code, 40 ILCS 5/1-101 et seq.

Any Member who is injured as the result of an act of duty to the Police Department shall notify the Shift Commander and file an accident report in accordance with the procedure prescribed by the Department.

## **ARTICLE 12. MATERNITY LEAVE**

Upon receiving notification that a Member is pregnant, the Member will be assigned to alternate productive duty within the Department with no effect on rank, pay, or benefits. Pregnancy and maternity conditions are to be classified as temporary disabilities subject to all leave provisions afforded to members classified as temporarily disabled.

## **ARTICLE 13. GRIEVANCE PROCEDURE**

### ***Section A. Purpose***

The purpose of the Grievance Procedure shall be to settle grievances between the Employer and the Union as quickly as possible.

### ***Section B. Members Allowed To File***

Any Member covered by this Agreement may file a grievance in accordance with the provisions of this Agreement alleging a violation of a specific provision of the Agreement. Adjustment of the grievance shall be sought as follows by the Member at the discretion of the Union. No settlement of a grievance presented by a Member shall contravene the provisions of this Agreement.

### ***Section C. Grievance Steps***

FIRST: The aggrieved will prepare a statement, or brief, on a mutually agreed form (Appendix "H") which sets forth the grievance. This statement, or brief, will be prepared by the aggrieved within ten (10) days (excluding Saturdays, Sundays, and Holidays) of the date of occurrence of the grievance and present the statement

or brief to the Police Chief. Efforts to settle the grievance will be made between the Union Committee and the Police Chief. If not settled within five (5) days (excluding Saturdays, Sundays, and Holidays) after formal presentation of the grievance to the Police Chief, THEN

SECOND: Unless further delay is agreed upon by both parties in writing, the Union Grievance Committee may refer the matter to the City Manager within five (5) days (excluding Saturdays, Sundays, and Holidays). If not settled within ten (10) days (excluding Saturdays, Sundays, and Holidays), THEN

THIRD: Unless further delay is agreed upon by both parties in writing, the Union Grievance Committee may refer the matter to arbitration by giving written notice of its desire to do so within ten (10) days, (excluding Saturdays, Sundays, and Holidays) after the disposition of Step Two of the grievance procedure, and thereupon the matter shall be settled as follows:

The parties shall jointly request the Director of the Federal Mediation and Conciliation Service to submit a panel of five (5) suggested arbitrators. From the list so submitted, each party shall reject two (2) of the suggested names. The party requesting arbitration shall reject the first name; the other party shall then reject a name, and the parties shall thereafter alternately reject names until one (1) name remains. The person whose name remains shall act as the Arbitrator. All arbitration hearings, unless mutually agreed otherwise, shall be held in DeKalb, Illinois.

The decision of the Arbitrator shall be final and binding upon the City and the Union. The Arbitrator shall be limited to interpreting this Agreement and applying it to the facts of the particular case presented to him. The Arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement.

The fees and expenses of the Arbitrator shall be divided equally by the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

The Arbitrator's award shall be made within thirty (30) days (excluding Saturdays, Sundays, and Holidays) after the conclusion of the Arbitration hearing or the submission of the briefs by the parties, whichever is later, unless the parties agree to an extension. The award shall be in writing and signed by the Arbitrator. The Arbitrator shall deliver a copy to each party personally or by certified mail, unless the parties mutually agree otherwise.

#### ***Section D. Union Grievance Committee***

The Union Grievance Committee shall consist of not more than three (3) members, the names of which shall be certified in writing to the Employer by the Union. The members of the Union Grievance Committee shall be allowed such time as is reasonable and necessary to investigate and process grievances which may have been filed in accordance with the foregoing Grievance Procedure; provided, however, such Member shall not be allowed more than three (3) hours per grievance during working time for such purposes. The parties specifically agree to

cooperate with each other in order to reduce to a minimum the actual time spent on investigating and processing grievances. Each Member of the Union Grievance Committee shall receive the permission of his department head or superior officer before leaving his work assignment to investigate or process a grievance and shall report back to his department head or superior officer when he returns to work.

### ***Section E. Multiple Grievances Submitted To One Arbitrator***

The parties may mutually agree in writing to submit more than one (1) grievance to the same arbitrator.

### ***Section F. Time Limit***

If a grievance is not presented or appealed within the time limit set forth above, it shall be considered "waived".

## **ARTICLE 14. DISCIPLINE AND DISCHARGE**

### ***Section A. Purpose and Order of Discipline***

The Employer agrees that Members may be disciplined or discharged only for just cause. The Parties recognize the principles of progressive and corrective discipline. Where the Employer believes just cause exists to institute disciplinary action, it shall have the option to assess the following 'penalties:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge

The parties recognize that a progressive and corrective discipline policy permits the discipline to be commensurate with the offense and that a single particularly serious offense may result in the discharge of the Member.

### ***Section B. Statutory Provisions***

Nothing in this Labor Agreement is intended to or should be construed to waive employees' right to union representation during questioning that the employees reasonably believe may lead to discipline. An employee shall be required to obtain representation, if possible, within two (2) hours regarding discipline involving 3-day suspension or less. If an inquiry, investigation, or interrogation, oral or written, of a Member could result in recommendation of some action such as suspension, loss of pay, or benefits, or discharge, then the Employer shall follow the procedures set forth in the Uniform Peace Officers Disciplinary Act, 50 ILCS 725/1, *et. seq.*



### ***Section C. Initiation and Appeal***

If the Employer decides to initiate discipline against any Member, the following procedures shall apply:

1. The Employer shall serve written notice of the charges and proposed penalty upon the Member involved.

2. Upon receipt of the notice, the Member may elect to appeal the proposed disciplinary action either to the Board of Fire and Police Commissioners (Board) or subject to approval by the Union, through the grievance/arbitration procedure. The Member shall notify the Employer of his election in writing within ten (10) days (excluding Saturdays, Sundays, and Holidays) of receiving notice of the Employer's notice of proposed disciplinary action.

### ***Section D. Board of Commissioners***

If the Member notifies the Employer of his intent to have the charges heard before the Board, the Employer may proceed with the proposed disciplinary action in accordance with the procedures set forth in 65 ILCS 5/10-2.1-17, subject to the Member's rights to appeal and hearing described therein. The Employer shall not file any formal charges with the Board before the Member has had an opportunity to exercise his election of remedies within the ten (10) day period. The time period may be extended beyond ten (10) days by the mutual agreement of the parties.

### ***Section E. Grievance/Arbitration Option***

The Union may file a grievance as to a proposed disciplinary action (excluding oral and written reprimands) against a Member in accordance with Article 13 of this agreement, except that the grievance shall be filed at the first Step (Chief of Police) then at the third Step (arbitration) and the Arbitrator shall be selected within thirty (30) days of the election of the Grievance/Arbitration option and a decision by the Arbitrator shall be given within thirty (30) days following the conclusion of the hearing. Pursuant to Article 13, Section D, the Grievance Committee, with a Labor Council representative, shall discuss and review disciplinary grievance appeals upon a request from the employee. The Grievance Committee shall notify the affected employee within fifteen (15) business days from the employee's request that a grievance will or will not be filed on the employee's behalf. If the employee is notified that a grievance will not be filed, the employee shall retain the option to file the appeal before the Board of Fire and Police Commissioners within ten (10) days in accordance with Step 3 of the grievance procedure. The time periods may be extended by the mutual agreement of the parties.

If the Member elects the Board option, the Employer may formally implement and the Member may contest, the charges in accordance with the provisions of 65 ILCS 5/10-2.1-17. In proceedings before the Board, the existence or lack of "just cause" for the charges and discipline shall be determined by the Board in accordance with its statutory authority.

If the Member does not elect the Board option and the Union decides to file a grievance, the grievance shall be arbitrated unless a settlement of the grievance acceptable to the Member, Employer, and the Union is rendered. The Employer may, after having served the Member with written notice of the charges and proposed penalty, suspend a Member with pay or for a maximum of thirty (30) days without pay or with the approval of the Arbitrator or the Board, as the case may be, suspend for a longer period of time pending the outcome of the disciplinary hearing, provided that if the charges are not sustained, the Member shall be made whole for all wages and benefits withheld with no loss of seniority.

If the Board or Arbitrator, as the case may be, finds just cause for discipline they may suspend the Member for a period not to exceed thirty (30) days or terminate the Member. The Board or Arbitrator, as the case may be, may count any pre-hearing non-paid suspension towards any non-paid suspension ordered after a finding of just cause for discipline.

In proceedings before the Arbitrator, the existence or lack of "just cause" shall be determined by the Arbitrator in accordance with the contract and arbitral precedent.

If the grievance is sustained by an Arbitrator, the Employer shall be bound by the Arbitrator's decision and shall not file charges as to the incident with the Board of Commissioners. If the Arbitrator finds just cause for the discipline or discharge, the Employer may immediately implement the penalty sustained by the Arbitrator. The Member shall be bound by the Arbitrator's decision and shall not have any further right to contest such charges and penalty before the Board. Any appeal of an Arbitrator's award shall be in accordance with the provision of the Uniform Arbitration Act as provided by Section 8 of the IPLRA, 5 ILCS 315/8.

#### ***Section F. Other Board of Commissioners Rights***

This Article is intended to control as to all matters relating to discipline and the Board of Fire and Police Commissioners authority under the 65 ILCS 5/10-2.1-17 shall be exercised subject to the provisions of this Article. As to the Board's authority under all other provisions of 65 ILCS 5/10-2.1-1, et seq., not relating to discipline, this Agreement is not intended nor shall it modify any such other provisions and as to any conflict herein with said Act, the Act shall be controlling.

#### ***Section G. Emergency Suspension***

The Chief of Police, Lieutenants, and any Sergeant/Shift Commander may impose an emergency suspension with pay and benefits until the next business day when the Employer can show just cause for such suspension and such suspension is in the best interest of the Department. Any Member receiving an emergency suspension will report to the Chief of Police on the next business day at the time directed by constituted authority. The supervisor imposing or recommending the suspension shall also report to the Chief of Police at the same time. The affected Member shall have the right to representation at that meeting.

## ***Section H. Removal from Personnel File***

Upon written request of a Member, at the recommendation of the Police Chief and the approval of the City Manager, notice of a particular disciplinary action may be expunged from the Member's personnel file if a minimum of three (3) years passes without any further disciplinary action for the same or similar offense. Expunged discipline may be maintained in a separate file for the purpose of compliance with the Local Records Act.

## **ARTICLE 15. PROBATION PERIOD**

All Members of the Police Department covered by this Agreement shall serve a probationary period of fifteen (15) months and shall have no seniority rights under this Agreement and may be terminated by the Police Department without recourse to ARTICLE 13 GRIEVANCE PROCEDURE and ARTICLE 14 DISCIPLINE AND DISCHARGE. All Members of the Police Department covered by this Agreement who have worked fifteen (15) months shall be known as permanent Members and at the time and thereafter the probationary period shall be considered part of the seniority time.

Members having completed their fifteen (15) months of service will be covered by the Board of Fire and Police Commissioners as prescribed in 65 ILCS 5/10-2.1-1 through 5/10-2.1-30.

## **ARTICLE 16. TRAINING**

The Police Chief shall provide a minimum of one (1) weeks' notice prior to scheduling mandatory in-service training. No Member shall be required to attend mandatory training unless the City has provided more than twelve (12) hours between regularly scheduled shifts. No Member shall be required to attend mandatory in-service training as provided for above during his scheduled vacation as provided for in Article 6.

## **ARTICLE 17. EDUCATIONAL INCENTIVE**

### ***Section A. Purpose***

Tuition reimbursement is offered to encourage all Members to improve job-related skills and abilities, increase their value to the City and to assist them in preparing for future advancement with the City.

### ***Section B. Seminars & Short Courses***

The tuition reimbursement program does not include special seminars, workshops or "short courses" of a few days duration. Such programs may be considered on an individual and/or department basis as in-service training and are budgeted for accordingly.

### ***Section C. Applicable Courses***

The tuition reimbursement program is intended for full credit courses offered by an accredited college or university which are directly related to a Member's current or prospective job duties or are part of a degree program directly related to a Member's current or prospective job duties.

### ***Section D. Application for Reimbursement***

Application for tuition reimbursement may be made by any full-time Member who has completed his/her probationary period. Members shall not be eligible for reimbursement for any portion of tuition that is paid by any other source (i.e. other scholarship or tuition reimbursement), but may use multiple scholarships or reimbursement sources to cover the full cost of tuition.

### ***Section E. Approvals***

Applications shall be submitted for approval to the Police Chief and Human Resources Director in advance of beginning the course on forms provided by the Human Resources Department.

### ***Section F. Funding Limit***

Educational reimbursement shall be limited to an amount equal to the tuition cost of twelve (12) undergraduate class hours at Northern Illinois University per year. This amount shall be determined on the first day of each academic year at Northern Illinois University and shall remain in effect for that academic year.

### ***Section G. Reimbursement Formula***

Reimbursement shall be for tuition only and shall be according to the following schedule and up to the calendar year maximum:

1. 100% tuition reimbursement up to the calendar year maximum for courses completed with a grade of "C" or better, or numerical equivalent.
2. 50% tuition reimbursement up to the calendar year maximum for courses completed with a "satisfactory" or "passing" grade under a "pass/fail" option.
3. 0% tuition reimbursement for courses not completed or completed with a grade less than "C" or its numerical equivalent or "unsatisfactory" or "failing" under a "pass/fail" option.

An employee who separates from employment with the City within one (1) year of the date that a class, for which he has received reimbursement, has ended must pay back any tuition reimbursement for that class.

### ***Section H. Documentation***

In order to receive tuition reimbursement, Members must submit an official school transcript or an official grade card showing the course, the grade and the tuition cost.

### ***Section I. Ineligible Fees***

Expenses such as books, student fees, lab fees, parking, mileage, etc. are not eligible for reimbursement. The only fees that shall be reimbursable are actual tuition costs for accredited colleges or universities. Accreditation shall be determined by reference to the North Central Association of Colleges and Schools (or other similar regional/national accreditation agency).

### ***Section J. Class Scheduling***

Members are encouraged to schedule classes during non-regular work hours. Hours in classes attended during non-regular work hours shall not be counted as hours worked or credited toward compensatory time or leave. Attendance of a class during regular work hours requires the prior approval of the Chief of Police and City Manager. Hours in classes during regular work hours shall be counted as hours worked.

### ***Section K. Budget***

The City Manager will budget funds each year for the tuition reimbursement program. The amount budgeted shall be the limit of funds during the calendar year. Priority of applications shall be governed by the time and date completed applications are received by the City Manager. The City Manager has the authority to reduce the amount of funds available during the calendar year for this program at any time.

## **ARTICLE 18. GROUP MEDICAL**

### ***Section A. Eligibility.***

For all employees who elect coverage, the City will pay in full the premium for a hospital and medical insurance plan and a dental insurance plan for all Members covered by the Agreement and their spouses and natural and adoptive children under the age of the Dependent Coverage Age Limit and who are further dependent upon the Member for their support and maintenance. Effective January 1, 2018, the plan shall be as described in Appendix E and F, with the City retaining the right to change insurance carriers or otherwise provide for hospital and medical coverage, so long as the coverage (level of benefits) remains substantially equal to or better than the plan presently carried. Prior to making any such change, the City will review the coverage (level of benefits) with the Union. If the matter remains unresolved after such review, the Union may refer the matter directly to arbitration in accordance with the procedure set forth in this Agreement.

## ***Section B. Level of Benefits***

1. Orthodontics. Effective January 1, 2018, covered dependents under the age of 19 shall be covered for orthodontia through the City's dental services provider, if such coverage is elected.
2. Dental. Effective January 1, 2018, employees are eligible to participate in the City's dental insurance plans on the same terms and conditions as the City's non-represented employees. Employees may elect to have dental coverage even if they do not have medical coverage.
3. Vision. Effective January 1, 2018, employees will have the option of enrolling in a vision insurance program on the same terms and conditions as other City employees. The cost of those benefits will be paid 100% by the employee, but enrollment is completely optional.
4. Supplemental Life Insurance Program. Effective January 1, 2018, employees will have the option of enrolling in a supplemental life insurance program on the same terms and conditions as other City employees. The cost of those benefits will be paid 100% by the employee, but enrollment is completely optional.
5. If the City offers a brand new insurance plan option to the other City employees (for example, a new "100% PPO option") that is in addition to the options in Section A of the agreement, then that new plan will also be offered to the FOP employees on an equal basis.

## ***Section C. Member Contribution for Dependent Coverage***

Effective January 1, 2018, employees who elect to participate in the health and dental insurance plans, other than the individual catastrophic plan, shall pay twenty percent (20%) of the cost of the applicable health and dental insurance premium. Any employee that elects the individual catastrophic plan shall have the premium for health and dental insurance paid for by the City.

Effective January 1, 2018, any employee who elects to opt-out from health insurance coverage, upon demonstration that the employee has alternative health care coverage (e.g. through a spouse's insurance plan) shall be eligible for a health insurance opt-out incentive. This health insurance opt-out incentive shall be paid bi-weekly through payroll over the course of the opt-out period and is considered taxable income. Any Member wishing to participate in the health insurance opt-out program will be required to fill out the program application form during the annual open enrollment period and must be able to furnish proof of and maintain other health insurance coverage in accordance with applicable laws. The health insurance opt-out incentive shall be paid in the following amount:

Effective January 1, 2020:

- |                                |                                     |
|--------------------------------|-------------------------------------|
| • Single Coverage              | \$1,500.00 (\$57.69 per pay period* |
| • Single +1 or Family Coverage | \$2,500 (\$96.15 per pay period*    |

Effective January 1, 2021:

- Single Coverage \$2,500.00 (\$96.15 per pay period\*)
- Single +1 or Family Coverage \$5,000 (\$192.30 per pay period\*)

\*amounts based on twenty-six (26) pay periods annually.

Notwithstanding anything to the contrary in this Article, if the City reasonably believes it will be required to pay an excise tax for high-cost coverage ("Cadillac Tax") under the federal Affordable Care Act, then the City may request to reopen negotiations regarding this Article 18. If the City requests to reopen negotiations regarding the Cadillac tax, then the parties shall immediately meet and negotiate over proposals to modify benefit levels to avoid imposition of the Cadillac tax and/or to bargain over the impact of any Cadillac tax on the City's finances. Such reopener negotiations shall be subject to the impasse resolution procedures under Section 14 of the Illinois Labor Relations Act.

The High Deductible Health Plan in Appendix E shall have associated with it a Health Savings Account (HSA). To the extent permitted by IRS regulations, employer contributions to the HSA shall be 50% of the deductibles for single and family coverage.

For purposes of this Agreement, the Dependent Coverage Age Limit shall be the numerically lowest age until which dependents of an employee are eligible, under applicable state or federal law, to receive insurance coverage. Under current applicable law, the City and Employees acknowledge that the Dependent Coverage Age Limit is twenty-six years of age, and that dependents are eligible for coverage (on the City's plan) until the dependents reach the age of twenty-six.

#### ***Section D. Catastrophic Coverage***

The City shall offer one or more high-deductible health plans to employees, as described below.

Single coverage on a catastrophic health plan shall be provided with no employee contribution towards premium. The scope of such coverage is described in Appendix F, and shall be available as of January 1, 2014.

Participation in the catastrophic health insurance plans shall be at the Member's option.

#### ***Section E. Survivors Benefits***

In the event of the death of a Member covered by this agreement, the Member's dependents, as defined by the City's group insurance program, shall be eligible for participation in the City's group insurance program by reimbursing the City for 50% of the applicable premium cost. Eligibility for participation shall end if 1) the Member's spouse remarries; or 2) if the dependents are eligible for group insurance coverage through another plan.

## ***Section F. Retired Employees***

1. City contributions toward the cost of health insurance benefits for employees who have or will retire after that date shall be modified as follows:
  - a. For employees hired prior to March 1, 1986 and having attained 20 years of service with the City, if the retiree wishes to receive coverage under the City's Medical Plan, the City will pay 50% of the premium cost for the retiree's individual coverage under the City's Medical Plan, during retirement, as described in Article 18, Section B (hereinafter the "City Plan") commencing at age 50 and continuing until the employee reaches the age for Medicare eligibility (hereafter referred to as "Medicare Age");
    - 1) For such retired employee's spouse, the City will pay 20% of the spousal rate under the single plus one (S + 1) tier in the same City plan until that retired employee reaches Medicare Age;
    - 2) After an employee reaches Medicare Age:
      - a) For the retired employee – the City shall pay 100% of individual premium cost for the City Plan, which coverage shall be secondary to Medicare;
      - b) For employee's spouse - the City's contribution shall terminate.
  - b. For employees hired after March 1, 1986 but before July 1, 2001 and having attained 20 years of service with the City, if the retiree wishes to receive coverage under the City Plan, the City will pay 50% of the premium cost for the retiree's individual coverage under the City Plan, during retirement, commencing at age 50 and continuing until Medicare Age;
    - 1) For such retired employee's spouse, the City will pay 20% of the spousal rate under the single plus one (S + 1) tier in the same City Plan until that retired employee reaches Medicare Age;
    - 2) After an employee reaches Medicare Age:
      - a) The City shall make an annual contribution of \$2,000 to the retired employee, to be paid starting when the employee reaches Medicare Age, and terminating upon the retired employee's death.
      - b) For employee's spouse - the City's contribution shall terminate.



- c) If the employee seeks to receive coverage under the City Plan, the retired employee will have to pay 100% of all premium costs for himself and his spouse and dependents.
- c. For employees hired after July 1, 2001 but before July 1, 2011, the City shall contribute annually an amount matching any contribution made by the employee to his preferred 457 plan up to a maximum of \$2,000 annually until the employee's retirement. (Employees are free to contribute additional amounts beyond the \$2,000, without any City match.) If the employee seeks to receive coverage under the City's medical plan during retirement, the retired employee will have to pay 100% of all premium costs for himself and his spouse and dependents.
- d. For employees hired after July 1, 2011, the City's shall have no obligation to match any contribution or make any payment towards the cost of health insurance premiums after retirement. This provision shall not affect the City's obligation to contribute to an employee's PEHP or equivalent account during their active employment prior to retirement that may currently or prospectively exist. If the employee seeks to receive coverage under the City Plan, the retired employee will have to pay 100% of all premium costs for himself and his spouse and dependents.
- e. Any employee authorized to receive benefits during his employment as outlined above, such as participation in a PEHP or 457 Plan shall participate in a plan administered by a choice of vendors acceptable to the City and Union. In addition, any employee eligible for participation in a 457 plan shall be eligible to change the amount of his contribution into the plan (and, for amounts up to \$2,000 per year, the City's matching contribution, where applicable), not more than four times per calendar year.

## **ARTICLE 19. LIFE INSURANCE**

The City will provide \$25,000 of term life insurance for all Members covered by this Agreement who are Seventy (70) years of age and older. The City will provide \$50,000 of term life insurance for all Members covered by this Agreement who are under the age of Seventy (70) years. The City will also administer an additional life insurance benefit provided by Lodge 115 and will bill the Lodge periodically for the premium payments, and the Lodge agrees to pay for said additional life insurance coverage.

## **ARTICLE 20. INDEMNIFICATION**

The City shall indemnify Members covered under this Agreement in accordance with the provisions of the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10-1-101, *et. seq.*, and the applicable provisions of City Code (as amended from time to

time), except that Members who are served with a notice of claim or pending law suit shall notify the City Manager, or the City Manager's designee, within ten (10) days of the receipt of such notice. Failure of the Member to notify the City Manager, or the City Manger's designee, within ten (10) days of the receipt of such notice may result in the City electing not to indemnify and defend such Member.

Nothing in this section shall prevent the City from taking disciplinary action against any Member for conduct defended or indemnified by the City under this section, either before or after conclusion of such suit.

## **ARTICLE 21. CLOTHING ALLOWANCE**

### ***Section A. Amount***

All Members covered by this Agreement shall receive, each year of this agreement, during the month of January, a clothing allowance of \$800.00. The type and kind of uniform or clothing shall be determined by the City.

### ***Section B. Changes in Uniform Style***

If the City should alter in a substantial manner the style or color of the City's required departmental uniform, City shall pay for the first issue occasioned by said alteration.

### ***Section C. Payment***

Members covered by this Agreement who are hired prior to January 1 shall receive, during the month of January, a pro-rata uniform allowance on the basis of one-twelfth (1/12) times the appropriate allowance for each month worked prior to January 1. Members covered by this Agreement who retire or whose employment is terminated after January 1 shall not receive a pro-rata uniform allowance.

### ***Section D. Additional Payments***

All Members will receive sufficient additional funds to replace or repair any uniforms, watches and watch bands, dentures and eyeglasses damaged or destroyed in the performance of duty to the City, provided the Shift Commander is notified in writing of such damage or destruction within twenty-four (24) hours of said damage or destruction. The maximum amount payable for watches and watch bands shall be Seventy- five dollars (\$75.00) and then only upon presentation of a written receipt or written proof of value.

### ***Section E. Protective Vests***

The City shall provide to each Member a protective vest which is manufactured in compliance with the standards established by the National Institute of Justice with regard to such vests up to a protective level of 3A. The choice of vest shall be at the option of the member. The City shall maintain and replace the protective vests according to established

standards. Members covered by this agreement shall be required to wear the vests at all times while on duty except as may otherwise be directed by the Employer.

## **ARTICLE 22. MANAGEMENT RIGHTS**

It is recognized that the City has, and will continue to retain, the rights and responsibilities to direct the affairs of the City in all of its various aspects. Among the rights retained by the City are the City's rights to direct the working forces; to plan, direct, and control all the operations and services of the City; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to relieve members due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## **ARTICLE 23. NON-INTERRUPTION OF WORK**

During the term of this Agreement neither the Union nor any officers, agents, or any members covered by this Agreement will instigate, promote, sponsor, or engage in any strike, concerted slowdown, concerted stoppage of work, picketing or any other intentional interruption of the operation of the City. During the term of this Agreement, the City will not lockout the members covered by this Agreement as a result of a labor dispute with the Union. Nothing in this Article shall infringe upon the constitutional rights of either party.

## **ARTICLE 24. DUES DEDUCTION**

Upon receipt of a voluntarily signed, written dues authorization form from a Member of the Police Department covered by this Agreement, which may be revoked in writing at any time, the City will each month deduct from the Member's pay the amount owed to the Union by such Member for Union membership dues or service charges. The City shall forward such dues, as well as a list indicating the name and status of each Member, to the Fraternal Order of Police Labor Council at the address provided by the Union. The Union shall notify the City, in writing, thirty (30) days prior to any change in the amount of dues to be deducted. The City shall forward the full amount of monthly dues to the Labor Council by the tenth (10th) day of the month following the month in which the deductions are made. The Union will indemnify, defend and hold the City harmless against any claims made, and against any suit instituted, against the City on account of any deduction of Union dues. The Union agrees to refund to the City any amounts paid to it in error on account of the deduction provision.

## **ARTICLE 25. NON-MEMBERSHIP IN THE UNION**

The parties mutually recognize the constitutional right of all employees to elect not to belong to a union and agree to abide by all applicable laws related to union membership.

## **ARTICLE 26. EQUAL OPPORTUNITY**

In accordance with applicable laws, the City and the Union agree that neither shall discriminate among Members in the application of the provisions of this Agreement because of a Member's race, color, religion, sex, national origin, age, or marital status.

## **ARTICLE 27. SEVERABILITY**

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law; provided that in such event all other provisions of this Agreement shall continue in effect.

## **ARTICLE 28. LABOR/MANAGEMENT MEETINGS**

### ***Section A. Purpose***

The Union and the City mutually agree that in the interest of exploring all areas that concern the health, safety, and welfare of Police Department employees, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the City. Such meetings shall be scheduled and held quarterly. In addition, such meetings shall occur as needed to address matters of mutual concern and matters of public and officer safety. The City and the Union/Labor Council shall address matters of safety, health and welfare affecting the employees of the Police Department and shall resolve differences in a mutually agreeable manner.

### ***Section B. Relationship to Grievance Procedure***

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure, and shall not be held to discuss a discipline-related grievance. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a pending or potential grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the City and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

### ***Section C. Distribution of Information***

Any report or recommendation which may be prepared by the Union or the City as a direct result of a labor-management meeting discussion will be in writing and copies shall be submitted to the City and the Union.

## **Section D. Member Attendance**

When absence from work is required to attend labor-management meetings, Members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Members attending such meetings shall be limited to two (2).

## **ARTICLE 29. DRUG & ALCOHOL ABUSE POLICY**

### **Section A. General Policy**

The use of illegal drugs and the abuse of legal drugs and alcohol by the Members of the Police Department presents unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates the reasonable expectation of the public that the employees who serve and protect them will obey the law and be fit and free from the adverse effects of drugs and alcohol abuse.

In the interest of having employees who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the City and FOP Union 115 agree to establish a program that will allow the City to take necessary steps, including drug and/or alcohol testing, to implement the general policy regarding drugs and alcohol.

The City has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are fully capable and fit to perform their jobs at all times. For these reasons, the abuse of prescribed or over the counter drugs and the abuse of alcohol by employees is strictly prohibited on duty. The use, possession, sale, or transfer of illegal drugs, cannabis, or non-prescribed controlled substances by employees is strictly prohibited on or off duty. Violation of these policies may result in disciplinary action up to and including discharge.

### **Section B. Definitions**

**DRUGS:** The term "drug" shall include any controlled substance listed in 720 ILCS 570/100 *et seq.*, known as the Controlled Substance Act, for which the person tested does not submit a valid, predated prescription. The term "drug" includes both prescription and over-the-counter medication, alcohol, and illegal drugs. In addition, it includes "designer drugs" which may not be listed in the Controlled Substance Act, but which adversely affect perception, judgment, memory, and coordination.

A listing of drugs covered by this policy includes, but is not limited to:

|       |              |                     |
|-------|--------------|---------------------|
| Opium | Methaqualone | Psilocybin-Psilocin |
|-------|--------------|---------------------|

|                |               |              |
|----------------|---------------|--------------|
| Morphine       | Tranquilizers | MDA          |
| Codeine        | Cocaine       | PCP          |
| Heroin         | Merperdine    | Amphetamines |
| Choral Hydrate | LSD           | Mescaline    |
| Methylphenida  | Hash          | Marijuana    |
| te Hash Oil    | Clutethimide  | Steroids     |
| Phenmetrazine  | Barbituates   |              |

**IMPAIRMENT:** Impairment due to drugs shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed. "Impairment" due to alcohol shall be presumed when a blood alcohol content of .02 or more is measured.

**POSITIVE TEST RESULTS:** "Positive test results" shall mean a positive result on both a confirming test and an initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the confirmed specimen tested contained alcohol, drug, or drug metabolic concentrations at or above the concentrations specified in the Department of Health and Human Services standards as referenced in Section of this Article.

**DRUG ABUSE:** The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed or over-the-counter drug, or the abuse of alcohol, which results in impairment.

**COMMISSIONED OFFICER OR OFFICER:** The term shall refer to a Patrol Officer, Corporal or Sergeant permanently appointed by the Board of Fire and Police Commissioners.

### ***Section C. Prohibitions***

Except as required by job assignment, Members shall be prohibited from:  
Consuming or possessing alcohol or illegal drugs at any time while on duty and/or while on any of the Employer's premises or job sites, including all the Employer's buildings, properties, or vehicles and the Member's personal vehicle while engaged in the business of the Employer;

1. Using, selling, possessing, purchasing, or delivery of any illegal drug while on duty or when off duty;
2. Being impaired while on duty; or
3. Failing to report to their supervisor any known adverse side effects of any medication, including over-the-counter medications or prescription drug(s) which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

#### ***Section D. Administration of Tests***

1. All current employees will be given a copy of the Drug and Alcohol Abuse Policy upon execution of this Agreement. All newly hired employees will be provided with a copy at the start of their employment.
2. Nothing in this Policy shall limit or prohibit the City from requiring applicants for bargaining unit positions to submit blood and/or urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

#### ***Section E. When a Test May Be Compelled***

1. There shall be no random, across-the-board, or routine drug testing of Members, except as part of treatment and/or after care.
2. Where there is reasonable suspicion to believe that a Member is impaired due to being under the influence of drugs or alcohol while on duty, that Member may be required to report for drug/alcohol testing by either the City Manager, the Chief of Police, a Lieutenant, a Sergeant, or a Corporal if acting as a shift supervisor. At the time the Member is ordered to submit to testing, the City shall contact the Union Representative so that he/she may be present. If the designated Union Representative is unable to be present within thirty (30) minutes, then the Member may be ordered to be tested in the presence of any Union Member who volunteers. The Union shall provide the City with a list of the Union representatives to be contacted for this purpose and shall maintain it on an ongoing basis. In the event a bargaining unit Member (any commissioned officer) is the individual ordering the test, a Union Representative or other Union member must be present.
3. Refusal of a Member to comply with the order for a drug/alcohol screening will be considered a refusal of a direct order and will be cause for disciplinary action up to and including discharge.
4. It is understood that drug and alcohol tests may be required under the following conditions:
  - a. When a Member has been arrested or indicted for conduct involving illegal drug related activity on or off duty;
  - b. When a Member is involved in an on-the-job injury causing reasonable suspicion of legal or illegal drug use or alcohol abuse;
  - c. When a Member is involved in an on-the-job accident where there is reasonable suspicion of illegal drug use or alcohol abuse; or



- d. Where a Member has experienced excessive absenteeism or tardiness under circumstances giving rise to reasonable suspicion of off duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

### ***Section F. Reasonable Suspicion***

Reasonable suspicion is a standard to determine when a drug or alcohol test may be ordered and the Member may be required to report for testing. Reasonable suspicion exists if the facts and circumstances warrant rational inference(s) that a person is using and/or is physically or mentally impaired due to being under the influence of drugs or alcohol. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances; or
2. Information provided by an identifiable third party, which is independently corroborated by an investigation by the Chief of Police or his/her designee to determine the reliability Or validity of the allegation.

### ***Section G. Order to Submit to Testing***

At the time a Member is ordered to submit to testing authorized by the agreement, the City shall provide the Member with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided to the Member within a reasonable period of time following the order. The Member shall be permitted to consult with a Representative of the Union at the time the order is given, provided that such a Representative is available. No questioning of the Member shall be conducted that is not consistent with the Police Bill of Rights (50 ILCS 72511-7). A refusal to submit to such testing may subject the Member to discipline, but the Member's taking of the test shall not be construed as a waiver of any objection or rights he/she may have. When testing is ordered, the Member will be removed from duty and placed on leave with pay pending the receipt of the results.

### ***Section H. Conduct of Tests***

The City may use breathalyzer tests for alcohol testing administered by persons with the rank of Corporal or above. In conducting the testing authorized by this Agreement (other than by use of a breathalyzer, with respect to which only item 7 below shall apply) the City shall:

1. Use only a clinical laboratory or hospital facility that is appropriately licensed and has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA).



2. Ensure that the laboratory selected conforms to all NIDA standards, including blind testing.
3. Use tamper proof containers, have a chain-of-custody procedure involving persons with the rank of Corporal or above, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months.
4. Collect a sufficient sample of the same bodily fluid or material from a Member to allow for initial screening and confirmatory test, and a sufficient amount to be set aside and reserved for later testing if, requested by the Member.
5. Collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration.
6. Confirm any sample that tests positive in the initial screening of 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 or drug metabolites.
7. Require that with regard to alcohol testing, for the purpose of determining whether the Member is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.
8. Provide each Member tested with a copy of all information and reports received by the City in connection with the testing and the results.
9. Ensure that no Member is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during the pending of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the Member's personnel files.
10. Require that the testing laboratory inform the City that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. In the event the City obtains information concerning testing or results thereof inconsistent with the provisions of this Article, then such information shall be removed from the Member's personnel files and may not be used by the City for any reason which could adversely affect a Member's condition of employment.

### ***Section I. Prohibited Levels***

A positive test result of any detectable amount of a controlled substance, other than as provided herein, is a prohibited level. A positive test result means a finding of the presence of drugs or their metabolite in the sample tested at or above those levels established by the Department of Health and Human Services at the time the test is made. All drug testing must be

conducted at a laboratory certified by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMSHA) or its successor regulatory agency. The following chart of maximum drug levels is included for illustrative purposes only. It is understood that changes in technology and/or the need to detect the presence of other types of drugs may at times necessitate the adoption of new or changed prohibited levels. If there is any difference between the prohibited drug levels set forth here and those standards established by the Department of Health and Human Services (DHHS), the then-existing DHHS standards shall prevail for all drug levels except alcohol.

|                       | <u>Initial Test Levels</u> | <u>Confirmatory Test Levels</u> |
|-----------------------|----------------------------|---------------------------------|
| ALCOHOL               | .02% Blood Alcohol Content | .02% Blood Alcohol Content      |
| MARIJUANA METABOLITES | 50 ng/ml                   | 15 ng/ml                        |
| COCAINE METABOLITES   | 300 ng/ml                  | 150 ng/ml                       |
| OPIATE METABOLITES    |                            |                                 |
| Morphine              | 2,000 ng/ml                | 2,000 ng/ml                     |
| Codeine               | 2,000 ng/ml                | 2, 000 ng/ml                    |
| PHENCYCLIDINE         | 25 ng/ml                   | 25 ng/ml                        |
| AMPHETAMINES          | 1,000 ng/ml                |                                 |
| Amphetamine           |                            | 500 ng/ml                       |
| Methamphetamine       |                            | 500 ng/ml                       |

The foregoing standards for prohibited levels shall not preclude the Employer from attempting to show that test results below said levels demonstrate that the Member was impaired, but the Employer shall bear the burden of proof in such cases.

### ***Section J. Right to Grievance***

The Union and/or Member, with or without the Union, shall have the right to file a grievance concerning any drug or alcohol testing authorized by this Agreement, except as otherwise provided in this Article.

### ***Section K. Voluntary Requests for Assistance***

The City shall take no adverse employment action against any Member because he/she voluntarily seeks treatment, counseling or other support for an alcohol or a drug related problem, unless the request follows the order to submit to testing or unless the Member is found to be using illegal drugs or under the influence of drugs or alcohol. If the Member is then unfit for duty in his/her current assignment, the City may authorize sick leave or another assignment if it is available in which the Member is qualified and/or is able to perform. The City shall make available through its Employee Assistance Program (EAP) a means by which the Member may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, Employees shall be allowed to use accumulated sick leave, vacation time, holidays earned, and/or compensable time accumulated, and/or be placed on unpaid leave

pending completion of treatment. For the purpose of this Policy, the use of accumulated sick leave shall only be afforded to a Member once during his/her employment with the City.

The City shall pay 100% of the EAP, but if further treatment is necessary, coverage or lack of coverage will be determined by the Member's individual health plan.

***Section L. Disciplinary Action for Confirmed Positive Test Results for Alcohol and/or Legal Drugs***

- 1. First Positive:** The first confirmed positive test for alcohol and/or legal drugs may be cause for discharge.
- 2. Abuse of Drugs or Alcohol During Rehabilitative Treatment:** If a Member makes a voluntary request for assistance and thereafter while that Member is in rehabilitation that Member has a subsequent confirmed positive test as a result of an unannounced periodic drug and/or alcohol screening, the Member shall be discharged from employment with the City. This discharge shall be final and binding on the Union and the Member, and shall not be subject to the grievance procedure.
- 3. Employment Status:** There may be no requirement on the part of the Employer to keep a Member on active employment status who is receiving rehabilitative treatment under Section K if the Employer determines that the Member's current use of alcohol or drugs prevents such individual from performing his/her duties or whose continuance on active status would constitute a threat to the property and safety of others and would violate the reasonable expectations of the public. Such Member shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment. The Employer shall be reasonable in its application of this provision.
- 4. Discipline:** This Section shall in no way limit discipline for other offenses arising out of, related to, or aggravated by drug use or abuse, including but not limited to discipline or discharge because the Member's condition is such that he/she is unable to properly perform his/her duties due to the effects of drugs, or because the Member posed or caused any threat to the health and safety of himself/herself or others, or because the Member caused damage to property; nor shall it limit the discipline to be imposed for possessing, selling, purchasing, or delivering any illegal drug during working hours or while off duty, or for using any illegal drug while on or off duty. In cases of misconduct arising out of, related to or aggravated by drug use or abuse, the discipline imposed shall be based on the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to life, limb, or property).

### ***Section M. Disciplinary Action for Confirmed Positive Test Results for Illegal Drugs***

A confirmed positive test for illegal drugs will be cause for discharge from City employment. This discharge shall be final and binding on the Union and the Member, and shall not be subject to the grievance procedure.

### ***Section N. Confidentiality of Test Results***

The results of drug and alcohol tests will be disclosed to the person tested, the Chief of Police, the City Manager, the City's legal counsel, the President of the Union or designee, the City's Human Resources Director, any parties required by law, and such other officials as may be mutually agreed to by the individual Member and the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any Member whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results, except where the discipline or discharge is final and binding as provided for elsewhere in this Policy.

## **ARTICLE 30. CORPORAL POSITION**

### ***Section A. Assignment***

A The City and the Union agree that if the City decides to reinstate the rank of Corporal in the future, the Union may demand to bargain over those aspects of the wages, hours, and terms and conditions of employment for the Corporals which are a mandatory subject of bargaining. Such negotiations shall be subject to the impasse resolution procedures in Section 14 of the Illinois Public Labor Relations Act, as may be amended from time to time.

### ***Section B. Officer In Charge***

If a Patrol Officer is assigned to serve as an officer in charge in the absence of a Sergeant, that Patrol Officer shall be considered a working supervisor unless otherwise directed by an officer of higher rank. An OIC shall receive 5% per hour above the top step patrol officer rate of pay for the time assigned as an OIC.

## **ARTICLE 31. ENTIRE AGREEMENT**

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.

Therefore, the Employer and the Union, for the duration of this 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 referred to or covered in

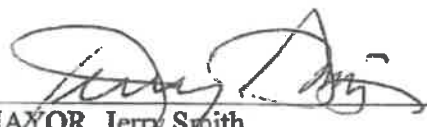
this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties mutual written agreement.

### ARTICLE 32. TERMINATION

This Agreement shall be effective the 1<sup>st</sup> day of January, 2020 and shall remain in full force and effect through the 31st day of December, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to expiration date that it desires to modify this Agreement. This Agreement may be reopened if agreed to in writing by both parties, and in such event, negotiations will begin immediately. In the event of modification of this Agreement as set forth above, negotiations shall begin not later than ninety (90) days prior to the expiration date. If negotiations for a successor agreement have not been completed by the expiration date of this Agreement, this Agreement shall remain in force and be effective until the successor agreement is executed and ratified, unless either party gives the other party thirty (30) days notice in writing of it desire to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 18<sup>th</sup> day of March, 2020.

For the City of DeKalb:

  
MAYOR, Jerry Smith

  
EXECUTIVE ASSISTANT, Ruth Scott

For the Union:

  
Jason Watson, President, Lodge 115

  
Richard Stomper, FOP Representative



## **APPENDIX A: SALARY SCHEDULE**

| <i><b>Position</b></i>                                                                                                                                                                                                                       | <i><b>Wages<br/>January 1, 2020<br/>1.5% + 2.5%*</b></i> | <i><b>Wages<br/>January 1, 2021<br/>2.5%*</b></i> | <i><b>Wages<br/>January 1, 2022<br/>2.5%*</b></i> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------|---------------------------------------------------|
| POLICE OFFICER A                                                                                                                                                                                                                             | \$35.28                                                  | \$35.28                                           | \$35.28                                           |
| POLICE OFFICER B                                                                                                                                                                                                                             | \$36.85                                                  | \$36.85                                           | \$36.85                                           |
| POLICE OFFICER C                                                                                                                                                                                                                             | \$39.40                                                  | \$40.39                                           | \$41.40                                           |
| POLICE OFFICER D                                                                                                                                                                                                                             | \$40.31                                                  | \$41.32                                           | \$42.35                                           |
| POLICE OFFICER E                                                                                                                                                                                                                             | \$41.25                                                  | \$42.28                                           | \$43.34                                           |
| POLICE OFFICER F                                                                                                                                                                                                                             | \$42.31                                                  | \$43.37                                           | \$44.45                                           |
| POLICE OFFICER G                                                                                                                                                                                                                             | \$43.38                                                  | \$44.46                                           | \$45.57                                           |
| POLICE OFFICER H                                                                                                                                                                                                                             | \$45.55                                                  | \$46.69                                           | \$47.86                                           |
|                                                                                                                                                                                                                                              |                                                          |                                                   |                                                   |
| SERGEANT                                                                                                                                                                                                                                     | \$52.69                                                  | \$54.01                                           | \$55.36                                           |
| *Effective January 1, 2020, a general wage adjustment of 1.5% is applied to all salary steps. Thereafter, Steps C through Sergeant receive annual cost of living increases of 2.5% on January 1, 2020; January 1, 2021, and January 1, 2022. |                                                          |                                                   |                                                   |

Members covered by this Agreement shall advance to the next step in salary schedule on the anniversary date of their appointment or promotion each year until they have advanced to the last step on the salary schedule. The automatic advancement to the next step based on length of service shall be replaced by an incentive program, if an incentive program is agreed to by both City and Union.

## **APPENDIX B: ACCUMULATED SICK LEAVE**

At the time of an honorable separation from the City of DeKalb, a Member will be paid, at his or her regular hourly rate, for accumulated sick leave according to the following schedule:

| YEARS OF SERVICE | PERCENT OF ACCUMULATED<br>SICK LEAVE |
|------------------|--------------------------------------|
| 0-1              | 0%                                   |
| 1-2              | 5%                                   |
| 2-3              | 10%                                  |
| 3-4              | 15%                                  |
| 4-5              | 20%                                  |
| 5-6              | 25%                                  |
| 6-7              | 30%                                  |
| 7-8              | 35%                                  |
| 8-9              | 40%                                  |
| 9-10             | 45%                                  |
| 10-11            | 50%                                  |
| 11-12            | 55%                                  |
| 12-13            | 60%                                  |
| 13-14            | 65%                                  |
| 14-15            | 70%                                  |
| 15-16            | 75%                                  |
| 16-17            | 80%                                  |
| 17-18            | 85%                                  |
| 18-19            | 90%                                  |
| 19-20            | 95%                                  |
| Over 20          | 100%                                 |

## **APPENDIX C: LONGEVITY SCHEDULE**

Longevity payments contemplated under this Appendix C shall be retroactive to the Effective Date of this Agreement, July 1, 2013. In implementing the longevity schedule outlined below, no Member who is hired on or before June 9, 2014 shall have a reduction in longevity payments by virtue of the implementation of the new schedule. For any Member who would, by virtue of his or her term of employment with the City, experience a reduction in longevity payments after adoption of the new schedule outlined below, such Member shall be kept on the former longevity schedule (under the preceding FOP agreement) until such time as the Member would achieve greater payments utilizing the revised longevity schedule. (E.g. a Member who has achieved five (5) years of longevity would be entitled to a longevity payment of \$21.00 per month under the preceding FOP Agreement, compared to a payment of \$10.00 per month under this Agreement. Upon achieving nine (9) years of longevity, the Member would be entitled to a longevity payment of \$49.00 per month under the preceding FOP Agreement compared to \$50.00 per month under this Agreement. For such Member, the longevity schedule under the former FOP Agreement would be utilized until year nine (9) as detailed below, when the now current longevity schedule contained herein would be more favorable.)

|         |                          |
|---------|--------------------------|
| 3 years | \$7.00                   |
| 4 years | \$14.00                  |
| 5 years | \$21.00                  |
| 6 years | \$28.00                  |
| 7 years | \$35.00                  |
| 8 years | \$42.00                  |
| 9 years | (move to schedule below) |



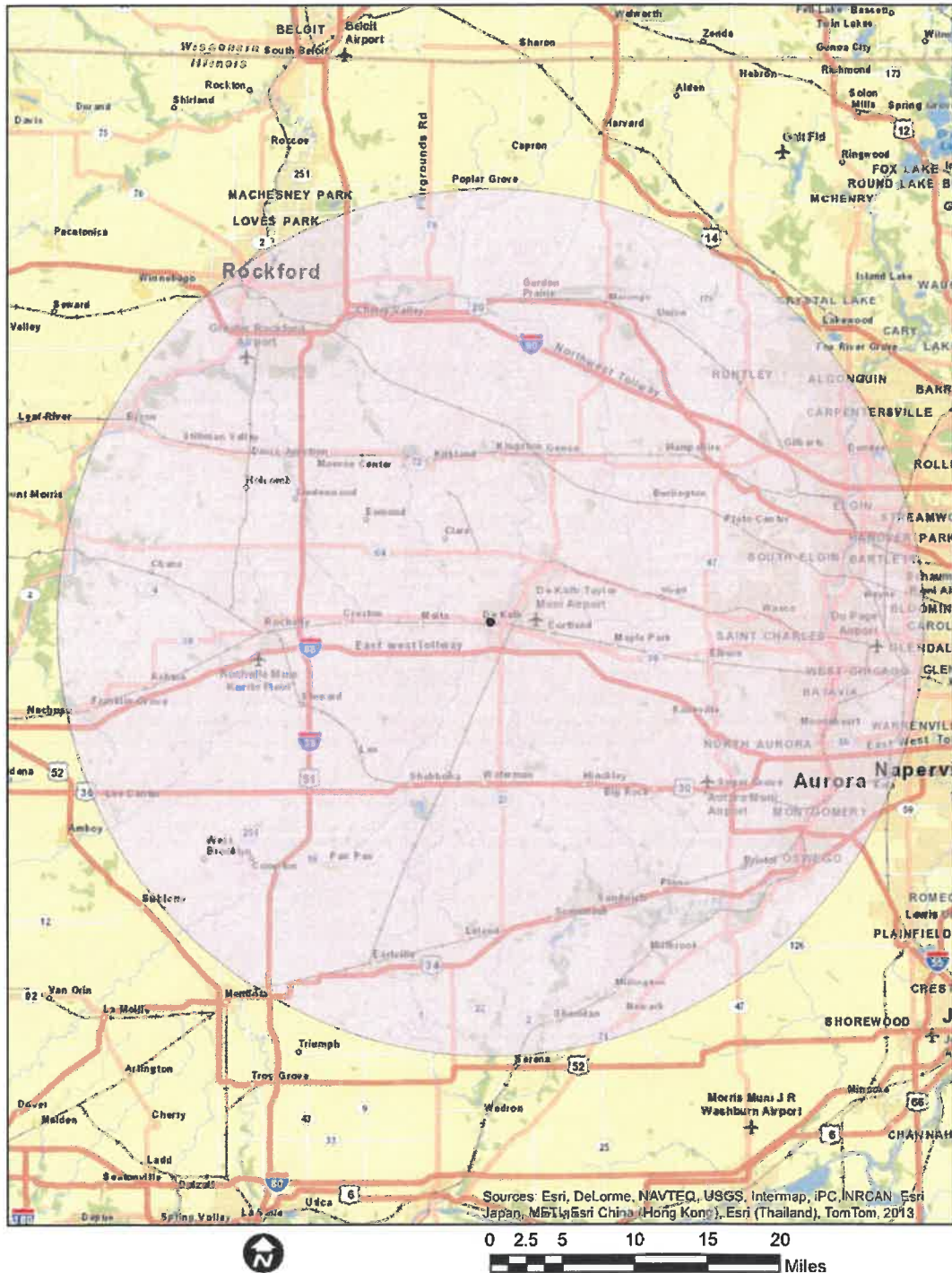
Except as provided in the opening paragraph of this Appendix, for those hired after the Date of Execution of this Agreement, longevity pay is \$10.00 per month, per year after eight (8) years of continuous, creditable service as an Employee under the FOP agreement, with such payments commencing the first month of an Employee's ninth year, up to a maximum of \$260.00 per month.

|          |          |
|----------|----------|
| 8 years  | \$ 40.00 |
| 9 years  | \$ 50.00 |
| 10 years | \$ 60.00 |
| 11 years | \$ 70.00 |
| 12 years | \$ 80.00 |
| 13 years | \$ 90.00 |
| 14 years | \$100.00 |
| 15 years | \$110.00 |
| 16 years | \$120.00 |
| 17 years | \$130.00 |
| 18 years | \$140.00 |
| 19 years | \$150.00 |
| 20 years | \$160.00 |
| 21 years | \$170.00 |
| 22 years | \$180.00 |
| 23 years | \$190.00 |
| 24 years | \$200.00 |
| 25 years | \$210.00 |
| 26 years | \$220.00 |
| 27 years | \$230.00 |
| 28 years | \$240.00 |
| 29 years | \$250.00 |
| 30 years | \$260.00 |

## APPENDIX D: RESIDENCY MAP

### POLICE RESIDENCY

30 MILE RADIUS FROM POLICE STATION AT 700 W. LINCOLN HWY.



## **Appendix E-1, PPO Plan**

### **IN-NETWORK (90%)/OUT-OF-NETWORK (70%)**

#### **Deductible:**

- Single \$500
- Single +1 \$1,000
- Family \$1,500

#### **Out-of-Pocket:**

- Single \$1,500 (includes deductible)
- Single +1 \$3,000 (includes deductible)
- Family \$4,500 (includes deductible)

Emergency Room copay - \$150 copay

Chiropractic Services unlimited

### **PHARMACY**

- 30 or 90 day supply – local or mail order

|                     |      |
|---------------------|------|
| Generic             | \$5  |
| Formulary           | \$35 |
| Non-formulary brand | \$50 |

If the total number of “in-network” providers decrease by 1/3<sup>rd</sup> or greater, then the Union may re-open negotiations for network benefits under the City’s Insurance Plan. Negotiations will be conducted in accordance with the IPLRA as interpreted under law.

### **Appendix E-2, HMO Plan**

The City shall offer an HMO plan, which will be the same plan that is offered to the City's non-represented employees as of the effective date of this Agreement. The City can change the HMO plan from time-to-time, consistent with Article 18, Section A, as long as such changes apply equally to FOP employees as they are applied to the non-represented employees. All changes will be communicated during Open Enrollment for the upcoming insurance plan year and will be effective no sooner than January 1 of the first plan year after which the changes are communicated.

### **Appendix E-3, HDHP Plan**

#### **IN-NETWORK (100%)/OUT-OF-NETWORK (80%)**

##### **Deductible:**

- Single \$2,500
- Family \$5,000

##### **Out-of-Pocket:**

- Single \$2,750 (includes deductible)
- Family \$6,850 (includes deductible)

Emergency Room copay – Deductible applies, then 100%

#### **PHARMACY**

- Deductible applies, then 100%

#### **HSA CONTRIBUTIONS**

- The High Deductible Health Plan shall have associated with it a Health Savings Account (HSA). To the extent permitted by IRS regulations, employer contributions to the HSA shall be 50% of the deductibles for single and family coverage
- Pursuant to the above formula, the City will make the following HSA contributions annually on behalf of current employees who enroll in the HDHP plan (not retirees)
  - \$1,250 for employees with single coverage
  - \$2,500 for employees with family coverage
- In 2018 only, any current employee (not retirees) who enrolls in the HDHP Plan will receive a one-time cash payment as follows:
  - \$500 for single coverage
  - \$1,000 for family coverage
  - Employees can voluntarily elect to put this money into their HSA account. Subject to IRS rules, such voluntary contributions may be entitled to special tax treatment.

Any employee who receives the bonus payment must remain in the HDHP plan for 36 months. If the employee opts out of the HDHP having participated in the plan less than 36 months, he will be required to repay the bonus via payroll deduction.

## **APPENDIX F: SINGLE, CATASTROPHIC INSURANCE PLAN**

**Plan begins on January 1, 2014**

### **IN-NETWORK (70%)/ OUT-OF-NETWORK (50%)**

Deductible:

- Single \$2,000

Out-of-Pocket:

- Single \$2,500

Emergency Room copay - \$100

Chiropractic Services unlimited

### **Pharmacy**

30 day supply – local

|           |      |
|-----------|------|
| Generic   | \$25 |
| Formulary | \$50 |
| Namebrand | \$75 |

90 day supply – mail order

|           |      |
|-----------|------|
| Generic   | \$25 |
| Formulary | \$50 |
| Namebrand | \$75 |

Mandatory mail order on maintenance drugs (90 day maximum fill). Retail fill (30 days maximum fill) allowed up to 3 months, then must go under mail order or pay the full retail price.

If physician allows generic substitution, and individual requests name brand, then the charge will be the \$75 name brand fill co-pay PLUS the cost difference between the generic drug to the name brand drug.

If the total number of “in-network” providers decrease by 1/3<sup>rd</sup> or greater, then the Union may re-open negotiations for network benefits under the City’s Insurance Plan. Negotiations will be conducted in accordance with the IPLRA as interpreted under law.

## APPENDIX G: CANINE OFFICER AGREEMENT

The canine officer duties relating to the well-being of his canine partner include, but are not limited to:

- Exercise and Grooming
- Bathing
- Feeding
- Transporting the canine to and from animal hospital/veterinarian for routine checkups and shots
- Procuring food and supplies
- Emergency trips to the Veterinarian
- Cleaning of canine's kennel/squad
- At home training
- Determination of additional training required by the officer and/or canine
- Making recommendations for canine unit budgetary requirements for prospective years
- Making recommendations for changes in Department policy relating to use of canines, based upon any training received
- Making arrangements for appropriate care for the canine during any officer vacation, absence or illness. The cost of such arrangements shall be at City expense, but shall require the prior approval of the canine officer's supervising officer.

The canine handler must be willing to make a minimum commitment of (6) years to the program, however, this would not prohibit a member from seeking promotional opportunities. The canine handler shall be granted **½ hour per day x 7 days per week=3.5 hours per week** for the above at-home care of his/her canine partner. The above time can be built into the handler's work week, paid either in compensatory time or pay at the straight time rate of regular pay, or a combination of the two; the canine handler's regular working hours shall be reduced accordingly. The division of such time into compensatory time or regular pay shall be subject to approval by the officer's supervising officer. There shall be no additional compensation or entitlement to additional compensation or reimbursement by virtue of the officer's service as a canine officer. Based upon the operational needs of the Police Department, the canine officer acknowledges that he may be subject to additional call-outs or deployments with the canine partner as needed from time to time, and that such work hours (or any overtime work hours) shall be handled in accordance with the collective bargaining agreement. In the event that the 3.5 hours per week allotted herein proves to be inadequate, the canine officer shall notify his supervisory officer. During work weeks where the canine officer works a normal schedule, the above-described compensation shall apply. During work weeks where the officer takes vacation time or is otherwise off-duty and the canine partner is 'boarded' or cared for by a third party (with supervisory officer permission), the canine officer *shall not be entitled to the 3.5 hours per week of canine partner care time*. During weeks when the officer takes vacation time or is otherwise off-duty, but the officer retains possession of the canine partner and provides for care of the canine partner, the officer shall be entitled to compensation for the 3.5 hours of canine partner care time per week. (Such calculation shall be reduced, pro-rata, based upon partial week use of leave).

The canine handler shall be responsible for other obligations as assigned by any superior ranking officer in the Police Department. The canine officer shall not be entitled to any stipend, but the reasonable expenses of caring for the canine partner, including feed, equipment, veterinary care and similar expenses, shall be paid by the Police Department (subject to approval by the canine officer's supervisor). The canine partner shall remain the property of the City of DeKalb unless and until released from such ownership by the Police Chief, and shall not be removed from the City of DeKalb or related patrol areas without the permission of the officer's supervising officer.

This agreement shall be attached to and made a part of the Collective Bargaining Agreement in place at the time of execution hereof, and successor agreements until amended or terminated.

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Date





**STEP THREE -  
REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
**Person to Whom Referral Given**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**FOP Labor Council Representative**



### ***Side Letter Agreement***

**To:** FOP Lodge #115  
**From:** Bill Nicklas, City Manager  
Joshua Boldt, Assistant City Manager  
David Byrd, Chief of Police  
**Date:** June 7, 2021  
**Subject:** Memo of Understanding – New Member Holiday Accrual Side Letter

*This memorandum's intention is for City Administration and FOP Lodge #115 (herein referred to as "the parties") to mutually agree upon adopting a Side Letter detailing a desired change from both parties to capture an alteration to Article 5 Holidays.*

By entering into this agreement, the parties hereby agree to as follows:

1. Under Articles 5 and 6 of the current bargaining agreement (with a term from January 1, 2020 through December 31, 2022), new employees are not entitled to receive full vacation and holiday benefits until the January 1 after they have worked for at least one full year. By way of example, because of this language, an employee hired in November 2021 would not receive a full allotment of vacation benefit until January 1, 2023.
2. The parties agree that in order to encourage candidates to apply to work for the City of DeKalb, and in order to allow newly hired officers time to rest and recuperate, the vacation and holiday benefits should be modified on a non-precedential basis to allow the accrual of some paid benefit time.
3. The parties therefore agree on a non-precedential basis that on their date of hire, new officers will be allotted a pro-rata share of their "holiday" vacation time that is currently addressed in Article 5, Section B. To that end, for the life of this Side Letter of Agreement, Article 5, Section B shall be amended to read:

*Members, as of their date of hire, shall be entitled to a pro-rated holiday pay benefit in accordance with Article 6, Section A (i.e. 112 vacation hours times the number of full months remaining in the calendar year, divided by 12, rounded to the nearest full hour)(e.g., an employee hired on December 1 would receive 112 hours \* 1/12 months = 9.0 hours of vacation time; an employee hired on December 2 would receive no vacation time since he will not work a full month prior to January 1).*

*On the first January 1 on or after their date of hire, new Members shall receive the full allotment of 112 hour of vacation in lieu of holiday pay.*

4. To account for the Department's training needs for new officers, including attendance at the police academy, vacation in lieu of holiday pay shall not be used by new Members during the first 12 weeks of employment.
5. New Members shall not be allowed to schedule their vacation time on any day that would cause the Department to drop below the minimum number of officers required for work, as determined by the Chief in his sole discretion. Vacation in lieu of holiday pay that is

granted pursuant to this Side Letter of Agreement shall not be carried over from one year to the next, unless there are no opportunities to use the vacation benefit because of the 12-week blackout period. If the vacation is not used in the year it is accrued, it shall be forfeited.

6. This Side Letter shall only apply to the vacation in lieu of holiday benefit granted under Article 5 of the collective bargaining agreement. Vacation benefits, as provided under Article 6 of the collective bargaining agreement, will continue to be controlled by the language contained in Article 6. *I.e.*, new Members will not receive any Article 6 vacation benefits on their date of hire, but will receive a pro rata accrual of vacation benefits on January 1 pursuant to the calculation in Article 6, Section B(2).
7. This agreement shall apply to any and all officers hired on or after January 1, 2021.
8. This agreement shall expire and be null and void upon ratification of a successor bargaining agreement by both parties, or upon the effective date of an interest arbitration award. Although this agreement will expire and become null and void, no employee shall forfeit any vacation benefits that were accrued before the Side Letter has expired.
9. This Side Letter of Agreement shall be non-precedential in nature and shall not be considered the "status-quo" in the parties' negotiation for the bargaining agreement to succeed the current agreement. The status quo for the purposes of negotiations and interest arbitration shall be considered the language of Articles 5 and 6 as it existed prior to execution of the Side Letter of Agreement. Other than to enforce the terms of the Agreement, neither party shall introduce nor refer to this side letter in any grievance arbitration, interest arbitration, unfair labor practice, or in any other forum.

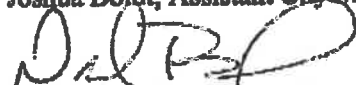
AGREED this 15 day of June, 2021:



Bill Nicklas, City Manager



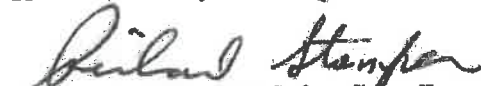
Joshua Boldt, Assistant City Manager



David Byrd, Chief of Police



Charles Verdone, FOP Lodge #115 President



Richard Stomper, FOP Labor Council