

# ILLINOIS FOP LABOR COUNCIL

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and

## CITY OF BELVIDERE

Patrol



May 1, 2022 – April 30, 2026

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**COLLECTIVE  
BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF  
BELVIDERE, ILLINOIS**

**-and-**

**THE FRATERNAL ORDER  
OF POLICE  
BELVIDERE LODGE NO. 245  
(Patrol)**

**and**

**THE ILLINOIS FOP  
LABOR COUNCIL**

**May 1, 2022 - April 30, 2026**

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## INTENT AND PURPOSE

This Agreement is entered into by the CITY OF BELVIDERE, ILLINOIS, a municipal corporation (the "City" or "Employer") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, (the "Council" or "Union") and has as its purpose the promotion of harmonious relations between the City and the Council, the maintenance and improvement of productivity and economical and efficient operations, the establishment of an equitable and peaceful procedure for the resolution of differences between the parties regarding the interpretation and application of this Agreement, and to set forth the rates of pay, hours of work and other conditions of employment. Any reference to business days within this Agreement shall mean days upon which the City Clerk's office is open for business (regardless if the office is physically accessible to the general public).

## ARTICLE 1 CITY RIGHTS

### Section 1.1 City Authority

Except as expressly provided in this Agreement, this Agreement shall not be construed as delegating to others the authority vested in the City, as a municipal corporation its duly elected and appointed officers, or in any way abridging or reducing the authority of the City, its elected and appointed officers or such Board, or infringing upon their responsibility to the people of the City.

### Section 1.2 Management Rights

Except as expressly provided in this Agreement the City retains all rights and functions of management that it has by law. As long as the action of the City does not violate any specific provisions of this Agreement it shall have the absolute and unqualified right in its sole discretion:

- (a) To operate and direct the affairs of the City, and to exercise all rights and authority exercised by the City and its departments prior to the execution of this Agreement;
- (b) To set standards of service and protection to be offered to its citizens;
- (c) To direct the workforce, select managerial and supervisory employees, and plan and control the operation of its departments;
- (d) To determine the hours of work, prescribe overtime and policies related to overtime;
- (e) To determine the size of the workforce, the allocation and assignment of work or workers, and the quantity and quality of work to be performed;
- (f) To set and determine policies affecting the right to hire, recall, transfer, promote, layoff, discipline, suspend or dismiss employees and to reduce the workforce due to the lack of work or other legitimate reasons;
- (g) To determine the use of City property and the determination of safety measures;

- (h) To make and enforce reasonable rules and regulations and the right to make reasonable changes to such rules and regulations and to enforce such changes;
- (i) To subcontract work that is appropriate in the exercise of its best judgment and consistent with the City's lawful authority under Illinois statutes; and
- (j) To enforce all existing applicable state statutes, City ordinances and City rules and regulations.

## **ARTICLE 2 RECOGNITION**

### **Section 2.1 Recognition and Coverage**

The City hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours and other terms and conditions of employment as follows:

**Included:** All full-time sworn peace officers of the City of Belvidere in the rank of Police Officer, including Patrol Officers and Detectives.

**Excluded:** The Chief of Police, Deputy Chiefs, Captains, Lieutenants, Sergeants, Community Service Officers and all supervisory, managerial or confidential employees as defined by the IPLRA; other employees of the City; and all other persons excluded from coverage by the IPLRA.

### **Section 2.2 Council Membership**

Non-Council employees shall not, as a condition of employment, be required to become members of the Council.

### **Section 2.3 Payroll Deduction**

During the term of this Agreement, the City will deduct from each employee's paycheck the appropriate Council dues for each employee in the bargaining unit who has filed with the City a written authorization form (attached hereto as Exhibit 1). The City shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council.

The City agrees, during the term of this Agreement, to provide newly hired employees with a dues deduction form within ten (10) days of their hire date, and further agrees to notify the Council of any change in employee status, including, but not limited to, new hires, resignations, etc. within thirty (30) days of the effective date.

During the term of this Agreement, the Council may change the fixed, uniform dollar amount by providing the City thirty (30) days' notice of any such change.

If an employee has no earnings or insufficient earnings to cover the amount of dues deduction, the Council shall be responsible for the collection of that employee's dues. The Council agrees to refund to the employees any amounts paid to the Council in error on account of this dues deduction provision. An employee may revoke his or her voluntary dues deduction by notifying



the Council and the City by certified mail, return receipt requested and providing thirty (30) days' advance notice.

**Section 2.4 Indemnification**

The Illinois Fraternal Order of Police Labor Council agrees to indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise), including, but not limited to, reasonable attorney's fees that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article.

**Section 2.5 Bulletin Boards**

The City agrees to allow the Council to post a bulletin board in a common area of the Police Department. Each bulletin board shall be no larger than three feet by five feet. The bulletin board shall be used for the sole purpose of posting Council information.

**ARTICLE 3 HOURS OF WORK**

**Section 3.1 Workday Shift**

This Article is intended only to provide a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week. The normal work shifts for Patrol Officers shall generally be as follows:

- |     |             |                       |
|-----|-------------|-----------------------|
| (1) | Day Shift   | 5:30 a.m. - 5:30 p.m. |
| (2) | Night Shift | 5:30 p.m. - 5:30 a.m. |

In addition, the Department reserves the right to institute a maximum of three (3) additional shifts and schedules, as permitted by the *Fair Labor Standards Act*, 29 U.S.C. §601 *et seq.* ("FLSA"), to provide additional manpower consistent with the needs of the City.

**Section 3.2 Shift Rotation Schedule**

Officers working Patrol Division assignments shall work twelve (12) consecutive hour shifts on a twenty-eight (28)-day rotation basis. See following example:

- |                         |                               |
|-------------------------|-------------------------------|
| Two days on (24 hrs.)   | Monday and Tuesday            |
| Two days off            | Wednesday and Thursday        |
| Three days on (36 hrs.) | Friday, Saturday, and Sunday  |
| Two days off            | Monday and Tuesday            |
| Two days on (24 hrs.)   | Wednesday and Thursday        |
| Three days off          | Friday, Saturday, and Sunday. |

This rotation shall total 168 hours worked per twenty-eight (28) day period *i.e.*, two (2) fourteen (14) day work periods per twenty-eight (28) day rotation.

Officers with more than three (3) years of service will work a selected day night or cover shift based on lottery by seniority. During the month of January, the police administration will solicit written requests from all patrol officers as to their preferences over a day night or cover shift. The police administration will review all written requests and place each officer with more than three (3) years of service, by seniority, on their selected day night or cover shift to begin on May 1 of that current year. Officers with less than three (3) years of service as of May 1 will be assigned to shifts by the Administration.

Realizing that there is more than one supervisor on days and more than one supervisor on nights, the police administration has the final say as to which supervisor a specific officer will work for, as long as the officer is placed on their requested day, night or cover shift and positions are still open within the officer's selection.

As shifts are filled and openings covered, it is understood that there may not be enough positions for the requests presented to the administration for a particular position. If an officer's request cannot be honored because the shifts are full, the administration will place the officer, by seniority, on the shift of the administration's choice.

Officers that do not timely submit a specific shift request, in writing, will be placed on a shift of the administration's choice following placement of all other written requests.

### **Section 3.3 Compensatory Time**

Effective upon execution of this Agreement, and pursuant to Section 207k of the *Fair Labor Standards Act*, the regular hours of work for all bargaining unit members shall consist of eighty-four (84) in each fourteen (14) day work period.

- (a) Employees shall receive overtime premium pay or compensatory time off under this Section 3.3, for "overtime hours worked" by an officer, *i.e.*, time worked outside of the officer's regular schedule (or adjustments thereto which are permitted by this Agreement and/or requested or agreed to by the officer).
- (b) An employee shall have the option of accruing up to a maximum of one-hundred and twenty (120) hours of compensatory time in lieu of overtime pay. All compensatory time in excess of this amount will be paid as overtime. Up to sixty (60) hours of compensatory time not used in a calendar year shall be carried over to the next calendar year, and the balance shall be paid out to the employee in the pay period following December 31<sup>st</sup>, provided that an employee may also, at the same time, be paid out for all comp time accrued in excess of thirty (30) hours, if the employee so elects. Employees may choose to contribute the cash equivalent of their liquidated comp time on a post-tax basis into an appropriate IRS-approved vehicle if the City has established such a benefit plan. An employee's use of accumulated compensatory time shall be scheduled at the mutual convenience of the employee and the Police Chief or the Chief's designee in accordance with the Department's applicable policies and practices in effect April 30, 2008. Compensatory time requests shall not adversely affect the Department and shall not be unreasonably denied.

- (c) In the event that any court or administrative agency of competent jurisdiction over the City finds that Section 3(b) above, or the Department's practices or procedures administering Section 3(b), are unlawful and/or unenforceable, the City may declare Section 3(b) null and void, and the Department's prior compensatory time practices shall be promptly terminated, subject to the City's obligations under Article 16, Section 16.5 below to bargain over a replacement provision. In the event that no replacement provision is agreed to or awarded by an arbitrator, officer's comp banks in existence as of the date of such termination shall be paid out to the effected officers as salary. The City agrees to bargain with the Council over the timing of such payouts of accrued but unused comp time.

**Section 3.4 Detective Schedules**

Officers working Detective Division assignments shall work an average of 42 hours per week. The Chief of Police may modify the work shifts of officers assigned to the Detective Division, in accordance with the following terms and conditions:

- (a) Forty-eight (48) hours' notice shall be given in the event of a reassignment expected to last less than two (2) weeks.
- (b) Two (2) weeks' notice shall be given in the event of a reassignment expected to last two (2) weeks or more.
- (c) Reassignments under this Section 3.4 shall be limited to a maximum of ninety (90) calendar days.
- (d) The Council expressly acknowledges that an officer may voluntarily accept a reassignment on less notice than would otherwise be required above.
- (e) The Chief shall attempt to make reassignments on a volunteer basis first, before assigning officers to such shifts.

**Section 3.5 Posting of Work Schedules**

A work schedule showing the employees' days and hours of work shall be posted in the Patrol Sergeant's Office, Patrol Office and Detective Section. Said posting of hours will be for a minimum of one (1) calendar month.

**Section 3.6 Changes in Work Hours Days or Shifts**

Management retains the right to alter work hours, workdays, and shift strength to meet operation requirements. A thirty (30)-day written notice shall be given to labor on any extended or permanent change in hours of work, days of work or patrol shift strength.

**ARTICLE 4 REST PERIODS**

**Section 4.1 Rest Periods**

- (a) Each employee working a twelve-hour shift shall be entitled to forty-five (45) minutes rest each full workday and shall be entitled additionally to two (2) fifteen (15) minute

breaks. Breaks and rest periods will be taken at the discretion of the department head and/or the employee's immediate supervisor.

- (b) Employees scheduled to work eight (8) hour shifts will be entitled to a thirty (30) minute rest period as well as two (2) additional fifteen (15) minute breaks. Breaks and rest periods shall be taken at the discretion of the department head and/or the employee's immediate supervisor.
- (c) Travel to and from the work site shall be included as part of the rest break.
- (d) Officers and detectives shall still be required to respond to emergency calls during rest periods.

## **ARTICLE 5 OVERTIME COMPENSATORY TIME**

### **Section 5.1 General Provisions**

It is understood and agreed that employees may be required to work additional hours or shifts from time to time. Except as otherwise provided in this Article, any employee who is nonexempt under the *Fair Labor Standards Act* ("FLSA") shall be compensated at the rate of one and one-half times his or her regular base hourly rate for overtime hours earned under this Article.

### **Section 5.2 Assignment of Overtime**

All police department-related non-emergency tasks requiring overtime shall be posted on sign-up sheets in the Sergeant's office provided such posting shall not occur earlier than sixty (60) days in advance of the overtime assignment. Each person that was interested in the detail would sign up on the sheet. The overtime posting would stay on the board for five (5) days (when possible) and then be pulled for a review of the names. The Administration would take the first name in the overtime callout book and see if that name was signed up for the posted overtime. If they were not signed up, they would be marked as "refused" in the overtime callout book and the next name would be checked. This would continue until a name on the overtime posting and a name in the overtime callout book matched. The matching name would be circled on the overtime posting sheet and the sheet would be hung back on the bulletin board so the officer would be aware that they had been assigned the overtime. The parties agree and understand that if the task has not been voluntarily filled by forty-eight (48) hours prior to the scheduled start of the event, then a callout as defined in Section 5.3 of this Article shall be implemented. The parties further agree and understand that employees shall not have the right to authorize their own overtime. During emergency situation callouts, the first officer contacted will have to respond and not have the right to refuse the callout.

### **Section 5.3 Callouts/Callback Procedures**

The City agrees that the following procedure will be followed in the event of police callouts:

- (a) During emergency situation callouts, and to affect an immediate response to the needs of the Department, the supervisor will be allowed to call any officer desired. During emergency situation callouts, the first officer contacted will have to respond and not have the right to refuse the callout.

- (b) For detective callouts, employees will be assigned weekly callout duty on a rotating basis. Detectives and Auto Theft investigators assigned to weekly callout duty will be paid Two-Hundred and Fifty dollars (\$250.00) per seven (7) day period or \$35.71 per day. No employee that is on call may refuse to accept a callout, except in the event of an illness or emergency. In the event of a Departmental emergency, all personnel will be required to report to duty.
- (c) When scheduling predetermined overtime and the assignment involves a specialized field, the appropriate officer will receive that overtime assignment.
- (d) On call detectives and Auto Theft investigators are not allowed to sign up for overtime details that are posted unless they have made arrangements for a replacement detective Auto Theft investigator to handle their callout during the overtime detail.

#### **Section 5.4 Callback Time**

Police Department employees who are called back to duty after leaving their normal work area at the end of their regular shift (except for training) shall be compensated for at least two (2) hours of overtime despite the actual time worked. If the two hours' callback time so credited and the employee's regular shift overlap, the employee shall receive the overtime rate for two hours and the regular rate for the balance of the shift. No employee shall be compensated twice, (overtime and regular time) for the same hours.

#### **Section 5.5 Trading**

Extra compensation shall not be given where one employee has merely "traded shifts with another employee." Shift trading shall be subject to control of the Police Chief.

#### **Section 5.6 Court**

All court time mandated by the City or State's Attorney will be paid at the rate of one-and one-half times the employee's regular rate of pay. A minimum of two hours will be paid for court time, regardless of the actual number of hours spent. Any member who has a scheduled court appearance cancelled after 5:00 pm the day prior to the court appearance shall receive the two (2) hours of minimum court time. Notification shall be deemed given when the notice is emailed to the employee, or a voicemail is left for the employee.

#### **Section 5.7 Specialty Pay**

DARE Officers and School Resource Officers who are assigned to provide, and actually do provide, specialty assignment services during a contract year shall receive an annual stipend of \$500.00. Detectives who are assigned to provide, and actually do provide detective services during a contract year shall receive an annual stipend of \$1,500. Field Training Officers' who are assigned to provide, and actually do provide, training of new officers during a contract year shall receive an annual stipend of \$1,750. Stipends under this Section shall be paid during the first pay period of the fiscal year immediately following the provision of such services. Specialty pay for all specialty assignments in this section, other than FTO, shall be prorated over the fiscal year based upon the number of days an officer is assigned to the specific specialty (1/365<sup>th</sup> for each day assigned). The Department's procedures for assignment to specialty positions shall remain the same as those which were in effect on April 30, 2004.

**Section 5.8 Canine Maintenance**

The position of Canine Officer is a voluntary position at the discretion of the Chief of Police. The Canine Officer shall be compensated at the rate of one- and one-half times the rate of pay for documented care of the animal to a maximum of one half (1/2) hour per calendar day.

**Section 5.9 Training Time**

Officers who are ordered to participate in mandatory training shall be compensated pursuant to Section 3.3(a) of this Agreement. For voluntary training attendance outside the officer’s regular working hours, the officer may be paid for training time at the straight time rate or take compensatory time at the rate of one and one-half times the actual hours of training, but the hours shall be excluded from “hours worked” for purposes of Section 3.3 (a) of this Agreement. Officers may only accumulate compensatory time as long as their banked balance will not exceed the total hours stated in Section 3.3(b) above.

**ARTICLE 6 VACATION**

**Section 6.1 Eligibility and Amount of Vacation**

Full-time employees shall be entitled to paid vacation in accordance with the schedules set forth hereafter. The benefit shall be payable on May 1 of the year following the attained service anniversary. One-twelfth (1/12) of the benefit shall be prorated for each consecutive month worked between the employee’s anniversary and May 1, or upon separation from employment.

Years of Continuous Service*	Length of Vacation
One year, but less than two years	48 working hours
Two years, but less than seven years	84 working hours
Seven years, but less than fifteen years	120 working hours
Fifteen years and over	168 working hours

\* “Years of Continuous Service” commence on the employee’s date of hire.

**Section 6.2 Scheduling**

The appropriate department head shall have final approval of all vacation schedules. To the extent practicable, vacations will be granted in accordance with employee’s preference, after giving consideration to operational requirements of the department. Vacation picks shall be determined by seniority of the employees. For application of this Section only, seniority shall be by date of employment with the department and include patrol officers, detectives, and sergeants. An employee’s vacation, once scheduled and approved, cannot be changed after ninety (90) days prior to it commencing unless the City declares a general state of emergency. Officers will not be scheduled for mandatory training between (a) their last duty day prior to their vacation, and (b) their first duty day following their vacation. Vacation selections shall be scheduled by April 1 of each year of this Agreement.

**Section 6.3 Vacation Pay**

Vacation pay shall be paid at the employees' regular straight time rate of pay in effect for his or her regular job on the day immediately preceding the vacation period.

**Section 6.4 Non-Accumulation of Vacation**

The City's vacation year commences on May 1 of the applicable calendar year and continues through April 30 of the following year. No vacation will carry over from one vacation year to another. If the operational requirements of a department prohibit an employee from taking his or her vacation during the applicable vacation year, the employee's department head shall make a written request to the City Council to allow the employee to take any unused vacation in the following vacation year. If the City Council denies such a request, the employee shall be paid for the unused vacation time at his or her regular straight time rate of pay in effect for the contract year during which the majority of the employee's vacation time accrued.

**Section 6.5 Payment Upon Separation From Employment**

Any employee who is laid off, discharged, retired, dies, or is otherwise separated from the service of the City for any reason shall be paid for any accrued but unused vacation on a prorated basis at the time of separation, provided the employee has no outstanding debts due to the City. In the event of death of an employee, such vacation pay shall be payable as designated by the employee or as otherwise provided by statute. In the event that an employee changes from one City department to another, all vacation rights will be considered those of a new employee.

**ARTICLE 7 HOLIDAYS**

**Section 7.1 Recognized Holidays**

The City and the Council recognize and agree upon the following holidays.

1. New Year's Day
2. Martin Luther King's birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Veteran's Day
7. Labor Day
8. Thanksgiving Day
9. The day following Thanksgiving
10. Christmas Day
11. The employee's birthday

**Section 7.2 Weekend Holidays**

When a recognized holiday falls on a day that is not a regularly scheduled workday, the Mayor shall designate which day shall be observed as the holiday.

### **Section 7.3 Compensation for Holidays**

Employees shall receive twelve (12) hours off in lieu of each recognized holiday. If a holiday falls within an employee's regularly scheduled vacation period, the employee will receive one additional day off.

- (a) All bargaining unit employees assigned to patrol shifts and who actually work on Thanksgiving, Christmas Eve and Christmas Day shall receive one and one-half times their straight time hourly rate for all hours worked on such days, in addition to the twelve (12) hours off as provided for in this section. When an employee is ordered to work, or volunteers with the Chief's approval, a non-scheduled shift on Thanksgiving, Christmas Eve, or Christmas Day, for shift coverage, the employee shall receive two (2) times the employee's regular rate of pay for all hours worked.
- (b) To be eligible for holiday compensation as provided for in Article 7, Section 7.3 (a) above, officers assigned to patrol shifts whose beginning schedule time is within the twenty-four (24) hour period of the actual holiday, shall receive the holiday compensation for all scheduled hours for that period of time regardless of whether the remaining hours are outside the parameters of the hours of the actual holiday. For those officers whose schedule begins outside the actual hours of the holiday shall not receive this compensation.

## **ARTICLE 8 LEAVES OF ABSENCE**

### **Section 8.1 Sick Leave and Sick Pay Benefits**

- (a) Purpose and Intent. The purpose of this Section is to provide those employees who suffer from illness or injury with time off (with or without pay as provided below) so that they may recuperate and return to active duty.
- (b) Reporting of Illness or Injury. Employees who are unable to work due to an illness or injury must contact their supervisor prior to their scheduled shift. employee may be required to submit a statement regarding the nature of the illness or injury upon their return to work.
- (c) Physician's Certificate. After three (3) consecutive workdays of absence or three (3) separate absences in one month, the employee shall submit a certificate signed by his or her physician stating the nature and extent of the employee's illness or injury and inability to return to work.
- (d) Status Reports. If the employee's inability to work continues, the employee shall submit a status report from his or her physician every thirty (30) calendar days, or more frequently if reasonably required by the City. The status report(s) shall describe the employee's diagnosis and prognosis and/or estimated date of return to active duty.
- (e) Alternate Duties. A partially disabled employee may, in the discretion of the Police Chief, be assigned to perform administrative functions on a temporary basis, as available and as needed. Alternate duty assignments may not extend beyond one hundred sixty



(160) days unless an extension is approved by the City Council. The provisions of this Section shall apply in full to all employees physically unable to work their normal duties as a result of pregnancy, as determined by the employee's treating physician.

- (f) Permanent Disability. If, at any time during a sick leave, it is determined to a reasonable degree of medical certainty that the employee will be unable to return to active duty, benefits under this Section 8.1 shall automatically terminate and the employee will be expected to apply for a disability pension.
- (g) Sick Pay Benefits. If the employee complies with the requirements set forth above, the City shall pay the employee at his or her regular pay rate for the time missed as if the employee had worked as regularly scheduled; provided, however, that no compensation shall be paid for time absent from work if:
  - (1) The employee was absent from work for a reason other than inability to work due to illness or injury.
  - (2) The employee is eligible for a disability pension, or any other benefits representing compensating lost wages, from any source, whether through workers' compensation, insurance coverage or a similar benefit plan. Receipt of insurance or workers' compensation benefits representing or compensating losses other than lost wages (*e.g.*, hospital or doctor bills, loss of limb) shall not prevent an employee from receiving sick pay benefits.

Subject to the above exceptions, the City will retain the employee on its active payroll for a maximum of one hundred sixty (160) continuous calendar days from the initial date of illness; provided, however, that such benefits shall not exceed 75% of the employee's length of service as measured from date of hire. Each separate and distinct illness shall start a new one hundred sixty (160)-day period.

- (h) Proper use of Benefits. It is understood that sick leave and sick pay benefits are only available for bona fide absences due to illness or injury. Although employees remain subject to the disciplinary authority of the Chief and the Board of Fire and Police Commissioners, it is acknowledged that false reports of illness or other abuses of sick leave benefits constitute serious violations of the employee's obligation of service to the public and which constitute cause for severe disciplinary action or dismissal by the appropriate authority. "Severe disciplinary action" shall include but not be limited to suspension without pay for a period to be decided by the appropriate disciplinary authority.
- (i) Second Opinions and Other Examinations. The City reserves the right to engage any qualified physician at its own expense to examine the employee and ascertain the propriety of any absence or absences of any employee from work claimed to be due to illness or injury. The City also reserves the right to engage any qualified physician at its own expense to examine an employee in health of any employee whose work the department head suspects is being adversely affected by some illness or injury. The employee shall submit to such examinations. In the event of a conflict between the

reports or opinions of the employee's physician and the City's physician, the employee may be required to submit to an examination by a third physician, chosen by the employee's physician and the City's physician, at the City's expense. The report or opinion of the third physician shall be final and binding upon the parties.

### **Section 8.2 Bereavement Pay**

All employees may receive up to three (3) workdays' leave of absence without loss of pay in order to attend funeral, wake, memorial, or celebration of life services or to address the decedent's affairs for a death in the immediate family. Workdays falling within that time frame may be used as leave of absence days. Immediate family is defined as: spouse, parents, stepparents, children, stepchildren, brother, sister, mother or father-in-law, grandparents, and grandchildren.

- (a) Bereavement leave shall not be deducted from sick leave.
- (b) Additional unpaid time may be granted in the Department Head's discretion.
- (c) A reasonable amount of time, not to exceed three (3) shift days, will be granted without pay to attend funeral, wake, memorial, or celebration of life services, or to address the decedent's affairs, for other family members, so long as such leave would not adversely affect the operations of the Department.
- (d) If an employee is on vacation, the employee will still be entitled to two (2) bereavement leave days.

## **ARTICLE 9 INSURANCE BENEFITS**

### **Section 9.1 Employee Benefits and Premiums**

During the term of this Agreement, the City shall provide health and dental benefits for employees and their eligible dependents as follows:

- (a) During the term of this Agreement, the City agrees to maintain substantially equivalent health and dental benefits through a PPO service provider plan.
- (b) Co-Payments and deductibles required under the PPO plan shall not increase during the term of this Agreement above the amounts set forth in the PPO plan as of January 1, 2018. Nothing shall preclude either party from negotiating different co-payment or deductible amounts in future bargaining agreements.
- (c) Commencing January 1, 2021, employees electing insurance coverage shall pay 14% of the City's premium rate per month towards the cost of their health and dental insurance coverage, provided that increases to such employee contributions shall be based upon the "applicable premium rates". For purposes of this Section, a given year's "applicable premium rate" shall be the lesser of (a) the current premium or (b) 13% over the prior year's premium.

- (d) If an employee is eligible to receive pension benefits in all respects, except for their age, and the employee chooses to retire, the employee may elect to continue the City's health plan but shall pay the entire cost of premiums charged to the City for such coverage as well as the entire cost of premiums for all dependents continuing coverage. When such an employee begins receiving pension benefits under the police pension plan subsection (a) shall govern.
- (e) Eligibility for coverage shall be governed by the relevant group health plan in place at the time and/or relevant federal or state law.
- (f) The City agrees to pay the in-network co-payment, one time per fiscal year, necessary for each employee to obtain a physical examination under the City's health insurance plan. In the event examination under the City's health insurance plan. In the event the City's Health Plan does not cover the cost of a prostate specific antigen (PSA) screening, the City will reimburse employees over forty (40) years of age for that test if it is performed. The co-payment (if any) paid by the employee for an examination under this paragraph (d) will be reimbursed to the employee after the employee submits (i) evidence that they in fact utilized the wellness benefit under the City's health plan by obtaining an annual physical, and (ii) an invoice for, or proof of payment of, the co-payment. This provision does not alter or affect Article 23 – Physicals.
- (g) The City and Union agree that the maximum dental benefit per covered individual shall be \$1,500.00 per year. The maximum orthodontia benefit per covered individual shall increase to \$1,500.00 as a lifetime benefit. The parties agree, as set forth above, that the City shall provide substantially similar dental benefits for the term of the Agreement.

**Section 9.2 Retiree Benefits**

Employees who retire during the term of this Agreement (“Retired Employees”) may continue their insurance coverage under the terms of the City's group insurance plan as amended from time to time, provided that:

- (a) Retired Employees must pay the entire cost of dependent coverage. The City shall pay its portion of the cost of single coverage, for employees retiring after February 1, 1992, at the rate specified in Article 9.1 (b) in this and successive agreements. This benefit commences on the date the Retired Employee begins receiving pension benefits and continuing until the Retired Employee becomes eligible for Medicare/Medicaid.
- (b) Premium payments must be made to the City Clerk within a reasonable period of time, as determined by the City in order to keep said insurance in effect.
- (c) The City shall not be responsible for the cancellation of the insurance by the insurer which results from the failure to transmit the premium payments set forth above within the required time for making such payments.

**Section 9.3 Killed in the Line of Duty**

The City shall pay \$20,000 to the family of any officer killed in the line of duty. Such funds shall be payable within thirty (30) calendar days of the date of death to the individual designated by the employee or as otherwise provided by law.

**Section 9.4 Inoculations and Immunizations**

The City shall provide, at its own cost, each employee with the following inoculations and immunizations:

- Hepatitis B Vaccination (series of 3 shots)
- Tetanus Shots (to be given every 10 years)
- TB Skin Tests (annually if confirmed exposure)
- Flu Vaccination (to be given every year)

The employee shall pay the cost of any follow up blood test to determine whether the Hepatitis B Vaccination has taken; except that the City shall reimburse the employee for such test and shall pay for a new Hepatitis B Vaccination series if the employee is not immune. Off-duty time spent by an employee receiving immunizations or inoculations shall not be compensable.

**Section 9.5 Ambulance Service**

Any employee or the employee's "eligible dependents" as defined in the City's group health plan that has incurred expenses for the eligible use of an ambulance, as defined by the City's group health plan, from any location within the City of Belvidere and terminating at any licensed hospital as deemed appropriate shall be entitled to the following benefit:

- (a) The first \$100.00 of expenses reimbursed at 100%.
- (b) Any remaining expenses to be first applied to the group health plan deductible, then reimbursed at the agreed upon co-insurance rate referred to in Article 9, Section 1(a).

**Section 9.6 Prescription Safety Glasses**

The City shall contribute, up to a maximum of \$150.00 for one pair of prescription glasses or contacts for those employees who are in need of such glasses once every two (2) years. The City will replace such glasses if broken on the job provided there is no negligence on the part of the employee.

**Section 9.7 125 Plan**

Effective May 1, 2005, or as soon thereafter as is legally permissible, the City agrees to implement a Section 125 "Flexible Spending Account" or similar plan to process employee premium share, service co-payments and other qualifying health care related "out-of-pocket" expenses on a pre-tax basis.

**Section 9.8 Health Insurance Review Committee**

The City agrees that one bargaining unit employee will sit on the City's Health Insurance Review Committee. Such employee will be chosen by the bargaining unit with full right of substitution. Any employee so chosen shall not suffer any loss in pay for participating in the

activity of the Committee, provided that participating employees shall be required to respond to emergencies.

**Section 9.9 Vision Benefits**

The City shall make available and facilitate the implementation of the current optical plan or a comparable plan provided that the cost of such coverage is borne by the employees and not the City, and the bargaining unit employees desiring such coverage meet whatever minimum participation requirements as are necessary to create such a plan.

**ARTICLE 10 UNIFORM ALLOWANCE**

**Section 10.1 General**

Police Department employees shall receive a uniform allowance of \$1,642.07 (May 1, 2022) once each fiscal year for the maintenance and replacement of uniforms. Each fiscal year after May 1, 2022, the uniform allowance shall be increased by the cost-of-living index CPI-U.

All Police Department employees will be supplied bullet proof vests by the City, and these will be replaced by the City when the manufacturer's suggested length of use time has expired. If the employee wishes to purchase a different quality vest, the officer may submit a receipt and collect from the City the purchase price of the vest, not to exceed the purchase price of the City approved vest. All Police Department employees will be required to wear the vest supplied to them.

- (a) In the event the City mandates any uniform changes, the City will be responsible for the costs of such initial changes.
- (b) The City shall provide the following required uniform wear at no cost to the employee: badges, pins, name tags, tie bars or any other accessories required by the department.

**Section 10.2 Probationary Employees**

Probationary employees of the Police Department will receive the applicable uniform allowance as determined above. If an employee leaves his or her employment with the City, for any reason, prior to the completion of two (2) full years of service, they must reimburse the City for all uniform allowances issued to the employee.

**Section 10.3 Replacement Uniforms**

The City shall replace items of uniform clothing that are damaged beyond repair while in due course of a duty assignment at no cost to the employee, provided there is no negligence on the part of the employee and the department head approves the expenditure. Damaged items of clothing shall be surrendered to the department head for disposal as determined by the City Council.

**ARTICLE 11 F.O.P. REPRESENTATIVE**

For the purpose of administering and enforcing the provisions of this Agreement, the City agrees as follows:

### **Section 11.1 Grievance Process**

Upon notice to and the approval of the Chief of Police, reasonable time while on duty shall be permitted Council representatives for the purpose of aiding or assisting or otherwise representing employees in processing of grievances or attending grievance meetings, and such reasonable time shall be without loss of pay.

### **Section 11.2 Delegates to F.O.P. Conferences**

Any employee(s) chosen as delegate(s) to and F.O.P. state or national conference will, upon written application approved by the Chief of Police, Labor Council and submitted to the City with at least fourteen (14) days' notice, be given a leave of absence, without loss of pay by use of compensatory time, vacation time or personal days, for a period of time required to attend such convention or conference. This period of time shall not exceed one (1) week. No more than three (3) employees shall be approved for leave as provided in this Section in any calendar year. No more than one (1) employee from the Patrol Division and one (1) employee from the Detective Division shall be approved for leave as provided in this Section at the same time.

## **ARTICLE 12 EMPLOYEE REVIEWS, TRAINING, PROMOTIONS**

### **Section 12.1 Employee Reviews**

The City agrees that each employee in the Police Department shall receive not less than one (1) performance review per year. The review shall be made in writing by the employees' supervisor or the Police Chief and may suggest future training and suggestions for improvement as well as review past performance. The employee's supervisor and/or the Chief of Police shall meet with the employee to discuss the written performance evaluation. The employee may provide written comments to the evaluation and shall sign the evaluation to acknowledge his or her receipt of it. One copy of the evaluation shall be given to the employee and a copy shall be retained in the employee's personnel file.

### **Section 12.2 Promotional Testing Information**

The City agrees that it is in the best interests of the parties for the test scores of any Police Department employee who has participated in a promotional examination to be disclosed to the employee upon written request to the Belvidere Board of Fire and Police Commissioners.

### **Section 12.3 Training of New Police Officers**

The City agrees that, following the successful completion of a certified police training academy, all new police officers shall be trained under the direct supervision of a certified Field Training Officer, or a supervisor who is a certified Field Training Officer, for a period to be determined by the Chief of Police and as experience may dictate.

### **Section 12.4 Detective Testing**

Future appointments to the position of detective will be filled from an eligibility list starting from the top of the list to the bottom. Before an employee is eligible to test for the position of detective must have three (3) years' experience as a sworn police officer. Testing for placement on the eligibility list will be conducted by the Belvidere Police Department under the direction of the Chief of Police and will consist of the following:

Written Examination	1/3 of final score
Oral Examination	1/3 of final score
Department Evaluation	1/3 of final score

Eligibility lists for the position of detective will remain in effect for a period of three (3) years. If the list is exhausted before the expiration of three (3) years, detective testing may be conducted to form a new list.

**Section 12.5 Tuition Reimbursement**

The City, in an effort to have a well-educated Police Department, shall reimburse any employee for fifty percent (50%) of the cost of tuition and course books to a maximum of \$2,500 per fiscal year, subject to an aggregated Department total of \$10,000 per fiscal year, for all City-approved courses within the confines of a police science curriculum, from an accredited community college, college, university or other approved training school. Further, the course curriculum requirements shall be presented to the Police Chief for his review and potential approval for payment before said courses are taken. Officers’ requests for approval for tuition reimbursement shall be reviewed on a first-come, first-served basis. An employee shall receive:

- 80% of the benefit for a passing grade of C
- 90% of the benefit for a passing grade of B
- 100% of the benefit for a passing grade of A

Pass/Fail courses shall, upon a pass certification, be treated: (i) as an “A” if letter grading is not available for the course, and (ii) as a “C” if letter grading is available, but the employee elects “pass/fail” grading for the course.

**ARTICLE 13 INDEMNIFICATION**

**Section 13.1 City Responsibility**

The City will indemnify the employee in accordance with the provisions of applicable Illinois law.

**Section 13.2 Legal Representation**

Employees shall have legal representation by the City in any civil cause of action brought against an employee resulting from or arising out of the performance of official duties. In the event that the City determines that a conflict of interest or potential conflict of interest exists as a result of its representation of the employee, it shall provide the employee with legal counsel of its choosing subject to any reservation of its rights under Section 4 below. The employee may seek legal representation of his own choosing at his own expense.

**Section 13.3 Cooperation**

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

**Section 13.4 Applicability**

The City will provide protections set forth in Section 13.1 and Section 13.2 above, only so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 13.3, with the City in defense of the action or actions or claims. Acts of willful misconduct are not covered by this Article.

**ARTICLE 14 LAYOFFS**

**Section 14.1 Notice**

The City shall give thirty (30) days' written notice of its intent to conduct layoffs to all affected departments and employees.

**Section 14.2 Procedure**

To the extent practicable, layoffs will be made in the order of least seniority to most seniority within a particular job classification. employees that are rehired will be restored with the seniority he or she had at the date of his or her layoff.

**ARTICLE 15 NONDISCRIMINATION**

**Section 15.1 Equal Employment Opportunity**

It is the policy of the City to provide equal opportunity in employment to all employees and applicants for employment. No person shall be discriminated against in employment because of such individual's race, creed, religion, color, sex, age, disability, or national origin. This policy applies to all terms, conditions and privileges of employment including hiring, probation, training and development, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, social and recreational programs, termination, and retirement. Alleged violations of this Section shall be grievable, but not arbitrable under this Agreement.

**Section 15.2 Prohibition Against Discrimination**

Both the City and the Council agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, age, disability or national origin. Alleged violations of this Section shall be grievable, but not arbitrable under this Agreement.

**Section 15.3 Council Membership or Activity**

Neither the City nor the Labor Council shall interfere with the right of employees covered by this Agreement to become members of the Council, and there shall be no discrimination against any such employees because of lawful Labor Council, membership or non-membership activity or status. Alleged violations of this Section shall be grievable, but not arbitrable under this Agreement.

**Section 15.4 Use of Masculine Pronoun**

The use of the masculine pronoun in this Agreement is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.



### **Section 15.5 Americans With Disabilities**

During the term of this Agreement, the parties agree to modify this Agreement in any way necessary to conform with the provisions of the *Americans with Disabilities Act*.

### **Section 15.6 Family and Medical Leave Act**

The City will comply with the *Family and Medical Leave Act* ("FMLA") and post required documents.

(a) Eligibility.

- (1) To be eligible for this leave, an employee must have been employed by the City of Belvidere for at least twelve (12) months prior to the request.
- (2) In addition, the employee must have worked at least one thousand two hundred fifty (1,250) hours within the twelve (12)-month period previous to leave request.

(b) Additional Provisions.

- (1) An employee will not be entitled to incur any credit for benefits (vacation, holidays, clothing allowance) other than continuation of the health care plan while on unpaid leave.
- (2) Employees will be required to pay the normal employee COBRA payment as provided for under the labor contract during period of unpaid leave.
- (3) Employees having vacation, personal days, holidays, or compensation time on the books will be required to use such time before unpaid leave will begin. This paid leave will be considered as part of the twelve (12) weeks leave for the purpose of FMLA.

## **ARTICLE 16 DISCIPLINE**

In addition to the rights guaranteed by the laws of the State of Illinois and the Rules and Regulations of the Belvidere Board of Fire and Police Commissioners', the parties agree that the following provisions will apply to employees in discipline cases:

### **Section 16.1 General Provisions**

Employees may be disciplined for just cause by a verbal reprimand, written reprimand, suspension, or termination. Discipline shall be progressive and corrective and shall be designed to improve behavior and not merely punish it. It shall be recognized, however, that disciplinary action taken by management must address inappropriate employee behavior, and progressive disciplinary measures may not, in all cases, be possible.

If the inquiry, investigation, or interrogation of any employee could result in the recommendation of dismissal, suspension or a similar action which would result in a loss of pay and be considered a punitive measure, then, before taking such action, the City shall follow the procedures set forth in *Uniform Peace Officers' Disciplinary Act* (50 ILCS 725/1 *et seq.*). The

employee shall have the right to be represented at such inquiries, investigations, or interrogations by a Council representative. The employee may be relieved of duty pending a formal hearing and shall receive all ordinary pay and benefits as he would have if he were not charged. In the case of recommended suspensions pending discharge, the employee may be relieved of duty without pay for a period of up to thirty (30) days during which a hearing shall, be held on the recommended discharge. The 30-day period may be extended upon the consent of the parties.

#### **Section 16.2 Use of Prior Disciplinary Records**

No previous disciplinary record(s) of an employee may be used as evidence against an employee during investigative hearings as to alleged violations of Police Department Policy, Rules or Regulations as established by the City of Belvidere or violations of local, state, or federal law. An employee's previous disciplinary record may be utilized for purposes of determining appropriate sanctions to be taken against an employee who has been found to have committed offense(s) which are deemed to be violations of Police Department Policy, Rules and Regulations as established by the City of Belvidere or violations of local, state, or federal law.

#### **Section 16.3 Retention of Disciplinary Records**

Upon the employee's request, any record of an oral reprimand shall be removed from the employee's personnel file after a period of one (1) year. Upon the employee's request, any record of a written reprimand shall be removed from the employee's personnel file after a period of three years. Upon the employee's request, any record of a disciplinary action greater than a written reprimand but less or equal to a five-calendar day suspension shall be removed from the employee's personnel file after a period of five years, provided that no other suspension is given for any similar offense during the five-year period. Disciplinary actions greater than a five-calendar day suspension shall remain a permanent part of the employee's personnel file. Any of the above records removed from an employee's personnel file shall be maintained in separate, confidential files (subject to applicable State law) and such records shall not be used for purposes of promotion, demotion or discipline of the employee after removal from his personnel file. All records relating to complaints, investigations and adjudications of police misconduct shall be permanently retained by the City and shall not be destroyed, in accordance with Section 25 of the Local Records Act.

#### **Section 16.4 Application of Grievance Procedures**

Verbal and written reprimands shall not be subject to the grievance procedures set forth in this Agreement. If an employee disagrees with the verbal or written reprimand, he may submit a written statement explaining his position, to be placed in his personnel file.

Suspensions of less than or equal to forty-two (42) hours shall not be subject to the grievance procedures set forth in this Agreement. If an employee disagrees with such suspension, he may appeal to the Board of Fire and Police Commissioners in accordance with state and local law or submit a written statement of position to be placed in their personnel file.

#### **Section 16.5 Probationary Employees**

The City reserves the right to discipline an employee with or without just cause during his probationary period, and such actions shall not be subject to the grievance procedures set forth in this Agreement or appeal to the Board of Fire and Police Commission.

### **Section 16.6 Savings Provisions**

Nothing in this Article shall be construed as an attempt by either party to limit the power and authority of the Board of Fire and Police Commissioners as granted them by law. Nothing in this Article shall be construed as an attempt by either party to limit an employee's rights as granted by any federal, state or local law.

## **ARTICLE 17 INSPECTION OF PERSONNEL FILES**

The City agrees to allow employees to examine the contents of their personnel file in accordance with the *Illinois Personnel Records Review Act*, (820 ILCS 40/1 *et seq.*) upon five working days' written notice to the appropriate department head. Upon written request, the City shall provide employees with copies of the contents of their personnel files, provided that employees must pay for the copies at the rate normally charged to the public. Personnel files may not be removed from the appropriate Departmental office.

## **ARTICLE 18 DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

### **Section 18.1 Definition of Grievance**

A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement.

### **Section 18.2 Representation**

Grievances may be processed by the Council on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Council representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

### **Section 18.3 Subject Matter**

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought and the signature of the grieving employee(s), and/or the Council representative, and the date. The Council will, through its Grievance Committee, review all grievances for merit prior to the filing of a grievance at Step 2 below.

### **Section 18.4 Time Limitations**

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall automatically advance the grievance to the next step, except Step 4. Time limits may be extended by mutual agreement.

### **Section 18.5 Grievance Processing**

No employee or Council representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. Such permission shall not be unreasonably denied. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety. Grievances shall not be investigated during working hours if they unreasonably interfere with the Employer's operations.

### **Section 18.6 Grievance Meetings**

A maximum of two (2) employees (the grievant and/or Council representative) per work shift shall be excused from work with pay to participate in a Step 2 or Step 3 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to represent the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the Employer's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

### **Section 18.7 Employees Excluded From Grievance Procedures**

No matter concerning the discipline, layoff or termination of probationary employees shall be subject to the disciplinary, grievance or arbitration procedures.

### **Section 18.8 Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

**Step 1:** In the interest of resolving disputes at the earliest possible time, it is agreed that any attempt to resolve a dispute shall first be made between the employee and his immediate supervisor. Not later than ten (10) business days after the event giving rise to the complaint, or ten (10) business days after the employee should have reasonably learned of the event giving rise to the complaint, whichever is later, the employee must discuss the grievance with his immediate supervisor. The immediate supervisor shall orally respond to the employee not later than ten (10) business days thereafter. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later.

**Step 2:** If no agreement is reached between the employee and the supervisor, as provided for in Step 1, the Council shall prepare a written grievance on a form mutually agreed to and presented to the Department Head or his/her designee no later than ten (10) business days after the employee was notified of the decision by the Department Head. Within ten (10) business days after the grievance has been submitted, the Department Head or his/her designee shall meet with the grievant and the Council representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department Head or his/her designee shall respond in writing to the grievant and Council representative within ten (10) business days following the meeting. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.

Step 3: If the grievance is not settled at Step 2, the grievance may be referred in writing, within ten (10) business days after the decision of the Department Head or his/her designee, the Council may appeal said decision to the Finance and personnel Committee. The Finance and Personnel Committee shall, within twenty (20) business days after the grievance has been filed, meet with the Council and the grievant to discuss the grievance. The Committee shall respond in writing to the grievant and Council within ten (10) business days following the meeting.

Step 4: If the dispute is not settled at Step 3, ONLY the Council may submit the matter to arbitration within ten (10) business days after the Finance and Personnel Committee's written decision or the expiration of the ten (10)-day period if the Finance and Personnel Committee fails to render a written decision. Within ten (10) business days after the matter has been submitted to arbitration, a representative of the Employer and the Council shall attempt to select a mutually agreed to arbitrator. If the parties are unable to agree on an arbitrator within ten (10) business days, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list or arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Council. A coin toss shall determine who strikes first. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to availability of the Employer and Council representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Belvidere, Illinois, unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a Joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees and transcription costs. The parties agree that any arbitration under this Article shall take place at the City of Belvidere City Hall or the Boone County Public Safety Building unless the parties mutually agree otherwise. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures.

The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Council and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

#### **ARTICLE 19 NO LOCKOUT OR STRIKE**

##### **Section 19.1 No Lockout**

During the term of this Agreement, no lockout of employees shall be instituted by the City.

##### **Section 19.2 No Strikes**

During the term of this Agreement, neither the Council nor any employee will call, initiate, authorize, participate in, sanction, encourage or ratify any work stoppage, slow-down or the concerted interference with the full, faithful, and proper performance of the duties of employment with the City.

#### **ARTICLE 20 WAGES AND LONGEVITY**

The basic wage and longevity plans provided for all employees are provided in Appendix A to the Agreement.

#### **ARTICLE 21 OUTSIDE EMPLOYMENT**

##### **Section 21.1 Secondary Employment (No use of City Equipment)**

Any employee pursuing secondary employment will be requested to furnish proof of insurance coverage for such secondary employment or alternatively execute a waiver holding the City harmless for any injury sustained during such secondary employment or a result thereof. No benefits provided under the terms of Article 9.1 shall be issued to such employee due to an injury or illness contracted while performing such secondary employment.

##### **Section 21.2 Secondary Employment (Using City Equipment)**

Businesses that wish to hire officers working for the City of Belvidere while they are off-duty and wish the officer to wear the Belvidere Police Department uniform or use City of Belvidere equipment shall contract with the employees individually and directly, and the City shall not be party to such contract; provided however, that the officer must first submit a written request to the Chief or his designee to engage in such employment for review and consideration in advance of the off-duty employment, and the City shall reserve the rights to impose requirements on the business(es) desiring to employ such off-duty officers, and to prohibit the officer from engaging in such employment for the business's failure to comply with such requirements.

## **ARTICLE 22 MISCELLANEOUS**

### **Section 22.1 Entire Agreement: Amendment**

This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to any subject or matter specifically referred to in this 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 fully set forth in this Agreement. The City and the Council agree, therefore, that during the term of this Agreement, neither party shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement unless specifically stated elsewhere in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, provided that such subjects or matters were reasonably within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, and could have been introduced at the negotiations giving rise to this Agreement. This Agreement may not be modified or amended by any oral or verbal promise. Any proposed modification or amendment to this Agreement must be made in writing, refer to this Agreement and be executed by both parties.

### **Section 22.2 Savings Clause**

If any provision of this Agreement shall be rendered or declared unlawful, invalid or unenforceable by virtue of judicial, administrative or legislative action or by any other competent authority, the remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Such unlawful, unenforceable, or modified provision(s) may be the subject of immediate negotiations between the parties upon the written request of either party. Any such dispute involving a mandatory topic of bargaining which arises under this Article 22, Section 22.2 and is not resolved by mutual agreement shall be resolved in accordance with the provisions of Section 14 of the *Illinois Public Labor Relations Act*.

### **Section 22.3 Fund Raising**

It is agreed that there shall be no fund-raising activity under the auspices of the Police Department for personal or departmental needs.

### **Section 22.4 Productivity and Safety**

Insofar as the City holds the department heads responsible for the productivity and safety of its employees, the department heads will schedule employees on each job so as to ensure productivity and safety of the employees and the citizens of the City.

### **Section 22.5 Resolution of Impasse**

The resolution of any bargaining impasse shall be in accordance with the applicable provisions of the *Illinois Public Labor Relations Act*, (5 ILCS 315/14).

### **Section 22.6 Bill of Rights**

The City will act in accordance with the *Uniform Peace Officer's Disciplinary Act* (50 ILCS 725/1, *et seq.*).

**Section 22.7 Representation**

An employee shall have the right to request Council representation at any questioning, interview or interrogation, either formal or informal, which the employee reasonably believes could result in discipline. The employee's request for the presence of a representative of the Council prior to the beginning of or during any questioning, interview, or interrogation, either formal or informal, shall not be misconstrued as a refusal to cooperate. Upon request by the employee for representation, the questioning, interview, interrogation, either formal or informal, shall be halted until a Council representative is present as is guaranteed by the "Uniform Peace Officers' Disciplinary Act. The Bill of Rights," Section 725/3.9, Right to Counsel-Presence of Representative of Collective Bargaining Unit and the Illinois *Public Labor Relations Act* (5 ILCS 315/1, *et seq.*). The delay of the questioning shall normally not exceed four (4) hours to accomplish representation.

**Section 22.8 Meal Reimbursement**

Employees who are assigned to either training or any assignment which requires them to be outside the corporate limits of the City during meal hours shall be reimbursed for such meals at the following rate: Breakfast - \$8.00, Lunch - \$15.00 and Dinner - \$25.00. If an employee foregoes one meal, he may use the additional amount for a subsequent meal. To qualify for reimbursement, paid receipts, exclusive of liquor charges, must be submitted, and the City must make the reimbursement within forty-five (45) days of receiving the receipts.

**Section 22.9 Residency**

All bargaining unit members shall be required to live within a twenty-five (25) mile radius from 615 North Main Street within 12 months of their completion of their probationary period. The radius shall be measured on an "as the crow flies" basis.

**Section 22.10 Auxiliary Officers**

The City agrees that its use of auxiliary police officers shall comply with the requirements of Illinois Statutes directed at, and governing, the employment, qualification, and training of such auxiliary officers, provided that the City's roster of active auxiliary officers shall not exceed twelve (12) in number. Auxiliary assignments and usage shall be posted in a location and manner accessible to the Union.

**Section 22.11 Specialization Posting and Application**

When an opening occurs within any of the below-listed assigned duties, the Employer shall post the opening at least ten (10) calendar days in advance describing the general requirements and duties of the specialty. Interested employees shall sign up on the posting and submit, to the Chief of Police or designee, a written request describing their qualifications, which shall be entered into the employee's file. This section shall apply to:

DARE Instructor  
Gang Intervention Unit  
Tactical Response Team (TRT)

School Resource Officer  
Any Assigned Task Force Position



### **Section 22.12 FOID Card Reimbursement**

The City shall reimburse each officer the cost of purchasing or renewing their Illinois Firearms Owner Identification (“FOID”) Card. It shall be the responsibility of the employee to notify his/her direct supervisor of the upcoming expiration. Employees who leave the employment of the City (other than retirees who are eligible, and have applied, for a full pension at the time of their separation from employment) shall reimburse the City for the unexpired pro-rata portion of the fees advanced by the City on behalf of such employee for his/her FOID card, through payroll deduction from the employee’s last paycheck.

### **22.13 Body Worn Cameras**

The City and Union agree to abide by the provision of Illinois law regarding the use of body-worn cameras and body-worn camera footage.

## **ARTICLE 23 PHYSICALS**

### **Section 23.1 General Provisions**

All bargaining unit employees may be required to submit to a physical examination by an Illinois licensed physician of the City’s choosing and at the City’s expense, in order to determine the employee’s continued fitness or ability to perform the employee’s job, in accordance with state or federal law (including the *Americans With Disabilities Act*) and Departmental policy.

### **Section 23.2 Reports of Examinations**

The results, reports or records of any such physical examinations shall remain confidential. The City’s physician may disclose the following findings to the Police Chief, employee and other City Official (if there is need to do so): (a) whether the employee is physically fit or able to perform the employee’s job; and (b) if the employee is not physically fit or able to perform the employee’s job and the reason for such determination. The findings will be maintained separately from the employee’s personnel file.

### **Section 23.3 Second Opinions**

If an employee objects to any portion of the City physician’s findings, the employee may provide the Police Chief with an opinion or report from an Illinois licensed physician of the employee’s choosing, provided that such opinion or report is based upon a current examination by the physician. If the report of the employee’s physician disagrees with that of the City’s physician, either the City or the employee may request that a third examination be conducted by an independent Illinois licensed physician selected by the City’s and employee’s physicians. The cost of the third examination shall be shared equally by the City and employee.

### **Section 23.4 Illinois Licensed Physician**

It is understood and agreed to by the City, the bargaining unit and the employee that all examinations performed, either at the request of the City or the employee, whether physical or mental, shall be conducted by an Illinois licensed physician in accordance with the *Americans With Disabilities Act*, the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* and the *Federal Act of July 1, 1975 Confidentiality of Alcohol and Drug Confidentiality of Alcohol and Drug Abuse Patient Records*.

**Section 23.5 Drug Testing**

On a semi-annual basis, the City may randomly select, by lottery not to exceed twenty-five percent (25%) of the bargaining unit, employees who will be required to submit to a drug test. Contract language of Sections 23.2 and 23.3 shall apply to all drug tests performed. The City may require a drug test for a specific employee if there is reasonable evidence for just cause. Appendix B contains the details of the drug testing program.

**Section 23.6 Mental Health Preventative Care**

The City may require each employee to attend mandatory mental health counseling. In establishing this program, the City will establish a relationship with certified mental health professionals to conduct the mental health counseling sessions that employees may use. However, employees are free to utilize a certified mental health professional of their own choosing. The City will provide the mental health counseling sessions free of charge to employees along the following terms. If an employee utilizes the City chosen mental health professional, the City will pay for the counseling session. If an employee utilizes their own chosen certified mental health professional, the employee will utilize the City's health insurance plan and the City will reimburse the employee for the cost of the required co-payment. The City will provide each employee who attends the required mental health counseling session off shift with two (2) hours of compensatory time off to be utilized in accordance with this Agreement. This program is intended as a mental health check-up to assist employees in maintaining a balanced life approach in their law enforcement career. If an employee elects an ongoing relationship with a mental health professional, that continued care will be handled through the City's health insurance plan if available under this Agreement. All counseling records shall be strictly confidential between the employee and the mental health provider. The employee shall simply provide evidence to the City from the mental health professional that the required counseling session occurred.

**ARTICLE 24 TERM AND TERMINATION**

**Section 24.1 Term of Agreement**

Except as expressly provided otherwise in this Agreement, the terms and conditions of this Agreement shall become effective on May 1, 2022 and after it is executed by the City and the Council and shall remain in effect until April 30, 2026 and shall continue thereafter from year to year unless written notice of a desire to terminate or modify this Agreement is given by either party to the other on or before March 1, 2026, or any succeeding March 1. The City shall serve such notice on any officer of the Council. The Council shall serve such notice upon the City Clerk of the City.

**Section 24.2 Effect During Negotiations**

In the event that notice is given as provided in Article 24.1, the parties agree to commence negotiations no later than March 15<sup>th</sup> of the year in which the notice is served. If negotiations have not been satisfactorily completed by April 30 of the following year, this Agreement shall remain in full force and effect unless either party gives at least ten (10) business days' written notice of its desire to terminate the Agreement to the other party. To evidence their agreement, the duty-authorized agents of the parties have executed this Agreement below.

**FOR THE CITY OF BELVIDERE:**

Clinton Morris 7-19-22  
Date

Clinton Morris  
Mayor

Sarah Turnipseed 7-19-22  
Date

Sarah Turnipseed  
City Clerk

City Seal:

**FOR THE IL FOP LABOR COUNCIL:**

Thomas S. Jones 7/6/22  
Date

Thomas S. Jones  
President

David Ellingson 7/6/2022  
Date

David Ellingson  
Steward

Jonathan Kaplan 07/06/22  
Date

Jonathan Kaplan  
Steward

Matthew Shook 7/6/22  
Date

Matthew Shook  
Steward

Russ Vogt 07/01/2022  
Date

Russ Vogt  
Union Representative

**APPENDIX A**

A.1 The following base wages for Police Officers, not including the Community Service Officers, shall be paid during the terms of this Agreement:

STEP	YEARS OF SERVICE	5/01/2022 to 4/30/23	5/1/2023 to 4/30/2024	5/1/2024 to 4/30/2025	5/1/2025 to 4/30/26
1	1	59,353.75	61,431.13	63,274.07	65,172.29
1A	2	66,296.98	68,617.37	70,675.90	72,796.17
2	3 & 4	68,106.69	70,490.42	72,605.14	74,783.29
3	5 & 6	73,663.54	76,241.76	78,529.02	80,884.89
4	7 & 8	76,838.00	79,527.33	81,913.15	84,370.54
5	9 & 10	79,766.29	82,558.11	85,034.85	87,585.90
6	11 & 12	83,541.24	86,465.18	89,059.14	91,730.91
7	13 & Over	90,164.14	93,319.99	96,119.48	99,003.07

- NOTES:**
1. Employees shall work, and their compensation shall be based on, a 2184-hour work year. The hourly rate for overtime pay purposes shall be computed by dividing 2184 into the applicable annual salary.
  2. The salaries in the foregoing table reflect increases to the hourly rates as follows: a 3% increase effective 5/01/2022 (over the prior contract), a 3.5% increase effective 5/01/2023, a 3% increase effective 5/1/2024 and a 3% increase effective 5/1/2026.

**COMPENSATION FOR ACTING SUPERVISORS**

A.2 An employee who is assigned to the position of an acting supervisor shall be compensated at ten percent (10%) above the top patrol officers wage rate for all hours worked, so long as the employee continues to be assigned to such position. (Not retroactive for those receiving in excess of these amounts.)

**LATERALLY HIRED OFFICERS**

A.3 Laterally-hired sworn peace officers who have successfully completed their state certification and are in good standing with the Illinois Police Training Board (Certified Officer) shall receive credit for wage schedule placement purposes only, and shall not apply to seniority application in this Agreement for any other purposes, at the rate of one (1) year credited service for each year of verifiable services as a full time (35 hours per week or greater) Certified Officer to a maximum of four (4) years. Any period of continuous service longer than six (6) months and up to one (1) year shall be deemed a year of service. Any period of service less than six (6) months of service shall not qualify. (e.g., two (2) years and four (4) months of service shall equal two (2) years of credit. Two (2) years and seven (7) months of service shall equal three (3) years of credit). The Police officers laterally hired shall otherwise move through the wage scale in accord with this Agreement. Laterally transferred patrol officers shall be considered a probationary employee under this Agreement for twelve (12) months from the date of hire.

**VETERAN POLICE OFFICER**

A.4 City of Belvidere Police Officers, who are members of the bargaining unit under this Agreement and have fifteen (15) years of service as a City of Belvidere Police Officer, shall receive an annual stipend of \$500.00. The stipend will begin with the first payroll after the May 1 immediately following the Officer's 15<sup>th</sup> anniversary and will be paid with the first payroll following May 1<sup>st</sup> thereafter in conjunction with other stipends under this Agreement.

**MASTER POLICE OFFICER**

A.5 A City of Belvidere Master Police Officer shall receive an annual \$500.00 stipend to be paid with the first payroll following May 1<sup>st</sup> of each year in conjunction with other stipends under this Agreement. To qualify as a Master Police Officer an officer must have obtained fifteen (15) points earned for additional services or awards as set forth below. In order to receive the allocated points for service in a specialty (as opposed to points awarded for the receipt of a special award), the officer must have served in the applicable capacity for at least twelve (12) months. Officers shall not receive additional points for serving in the same capacity more than twelve (12) months. For example, an officer who service as a School Resource Officer (SRO) for thirty-six (36) months shall receive five (5) points for service as an SRO. In order to qualify for the Master Police Officer stipend, an officer must request the stipend no later than March 30 of the first year in which they qualify and shall provide evidence of having earned the requisite number of points required. The request and evidence shall be submitted to the Chief of Police.

Tier 1 Worth 1 point each	<ul style="list-style-type: none"> <li>1) Negotiator</li> <li>2) Explorer Advisor</li> <li>3) Defensive Tactics Instructor</li> <li>4) Receipt of the following awards from BPD: Merit Award / Life Saving Award / Purple Heart Award / Valor Award</li> <li>5) GIU / IMPACT (part time) (only if actually serving as an IMPACT / GIU officer in a given year).</li> </ul>
Tier 2 Worth 3 points each	<ul style="list-style-type: none"> <li>1) K-9</li> <li>2) ARIDE Certification</li> <li>3) Traffic Accident Reconstructionist</li> <li>5) IMPACT (Current full-time patrol) (only if actually serving as an IMPACT officer in a given year).</li> <li>6) Community Policing Coordinator</li> <li>7) COSSAP Officer</li> <li>8) SWAT Member</li> </ul>
Tier 3 Worth 5 points each	<ul style="list-style-type: none"> <li>1) FTO (only if actually involved and assigned in training in a given year)</li> <li>2) METRO Narcotics Unit</li> <li>3) DEA / SLANT</li> <li>4) School Resource Officer</li> <li>5) Detective Bureau</li> </ul>

**SIDE LETTER OF AGREEMENT**

This Side Letter of Agreement is entered into by and between the City of Belvidere (“City”) and the Illinois FOP Labor Council (“Council”), on the date(s) shown below, to clarify certain matters ancillary to their collective bargaining for an Agreement covering the City’s Sworn Police Officers, effective on the date of execution hereof.

WHEREAS, during their negotiations for a new collective bargaining agreement, the parties discussed Vision Benefits and the forum for employees’ challenges to disciplinary action;

WHEREAS, the parties did not reach any agreement to change their respective obligations and rights as currently provided in their Agreement, but did reach certain understandings in connection with those topic;

WHEREAS, the parties now desire to reduce those said understandings to writing.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. **Re: Discipline.** In late August, 2007, the law in Illinois regarding bargaining over review of discipline was changed. The City of Belvidere and the FOP Labor Council reached an agreement for a new Labor Agreement that did not incorporate processing all discipline cases through the grievance procedure.

The City agrees that in any interest arbitration that might result from negotiations over discipline being reviewed through the grievance procedure during the successor negotiations, the Labor Council will not bear any burden of proof greater than it would have during the current negotiations. More specifically, the agreement reached shall be non-precedential and shall not prejudice either party in the successor negotiations.

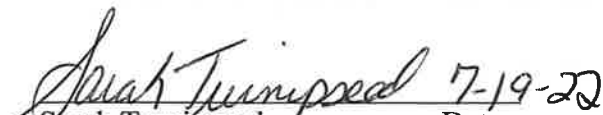
- 2. The parties intend that this Side Letter of Understanding shall be in force and effect from the date of execution hereof, until the expiration date of their Agreement and shall be viewed as a part thereof. The parties additionally intend that claimed failures to abide by the terms of this Side Letter of Understanding may be addressed through the “Dispute Resolution and Grievance Procedures” set forth in Article 18 of the Agreement.


**FOR THE CITY OF BELVIDERE:**

**FOR THE IL FOP LABOR COUNCIL:**

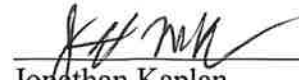
  
Clinton Morris Date 7-19-22  
Mayor

  
Thomas S. Jones Date 7-6-22  
President


  
Sarah Turnipseed Date 7-19-22  
City Clerk

  
David Ellingson Date 7/6/2022  
Steward

City Seal:

  
Jonathan Kaplan      07/06/22  
Steward      Date

  
Matthew Shook      7/6/22  
Steward      Date

  
Russ Vogt      07/01/2022  
Union Representative      Date

**EXHIBIT 1 DUES AUTHORIZATION FORM**

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

I, \_\_\_\_\_ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a Union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council. I, \_\_\_\_\_ (insert your name), hereby authorize my Employer, the City of Belvidere to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Personal E-mail: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

-----  
**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704  
(217) 698-9433



## EXHIBIT 2 EMPLOYEE TESTING

### Section 1 Statement of Policy

It is the policy of the City that the public has the right to expect persons employed by the City to be free from the effects of drugs and alcohol. As the City, it has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as not to violate any established rights of the officers.

### Section 2 Definitions

- a) **Illegal Drugs** means any controlled substance as defined in the Federal Controlled Substances Act, the Illinois Controlled Substances Act, the Cannabis Control Act, the Ephedra Prohibition Act, the Methylamphetamine Control and Community Protection Act and the Use of Intoxicating Compounds Act as well as federal and state regulations promulgated relating to these laws for which a person does not submit a valid pre-dated prescription. The term Illegal Drugs includes both abused prescription medications and illegal drugs of abuse.
- b) **Impaired or Impairment** means a condition in which the employee is unable to properly and safely perform their duties due to the utilizing an OTC Drug, Illegal Drug or alcohol. Impairment due to alcohol will be presumed when a blood alcohol content of .02 or more is measured. Impairment due to Illegal Drugs shall be presumed when any amount of an Illegal Drug is measured. Impairment may be established through the testing procedure herein or by other evidence, including but not limited to, the observation of employee conduct by other employees or supervisors.,
- c) **OTC Drug** means a drug legally available for purchase over the counter without a prescription.

### Section 3 Prohibitions

Employees shall be prohibited from each of the following:

- a) Consuming or possessing alcohol while on duty or consuming alcohol “on call” for duty, or illegal drugs at any time, unless in accordance with assigned duty requirements,
- b) Being impaired due to alcohol, OTC Drugs, or Illegal Drugs while on duty,
- c) Illegally selling, purchasing, possessing, or delivering any Illegal Drug at any time while in the employ of the City unless in accordance with duty requirements.
- d) Failing to report to their supervisor any known adverse side effects of OTC Drugs or prescription drugs which they are taking which may result in impairment,
- e) The consumption of any alcohol or any drug which may result in impairment (illegal, prescription or over the OTC Drug) within 8 hours of reporting for duty. In the event of an overtime assignment where an employee is ordered to work, if the employee discloses

to the supervisor the consumption of alcohol or a drug prior to reporting for work, the employee shall not be subject to discipline.

#### **Section 4 Drug and Alcohol Testing Permitted**

Where the City has reasonable suspicion to believe that an employee is then under the influence of alcohol or Illegal Drugs during the course of the workday, or, pursuant to 50 ILCS 727/1-25, after an officer involved shooting involving death or injury to a person or persons, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in this Agreement. The foregoing shall not limit the right of the City to conduct such tests as it may deem appropriate for persons seeking employment as police officers prior to their date of hire.

#### **Section 5 Order to Submit to Testing**

- a) **Reasonable Suspicion:** Promptly before or after an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Any interrogation of an employee shall comply with Article 16 of this Agreement. The employee shall be permitted to consult with a representative of the Union so long as it does not unreasonably delay a test. In order to avoid delay, another on duty police officer may accompany the employee for testing.
- b) **Officer Involved Shooting:** Pursuant to 50 ILCS 727/1-25, when an officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty, such officer must submit to drug and alcohol testing. The drug and alcohol testing must be completed as soon as practicable after the officer involved shooting but no later than the end of the involved officer's shift or tour of duty.
- c) **Refusal:** A refusal to submit to testing when ordered may subject an employee to discipline. An employee who submits to testing does not waive any objection or rights that he or she may have.

#### **Section 6 Test to be Conducted**

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

- a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the (Substance Abuse Management Safety and Health Administration (SAMSHA) or the U.S. Department of Health and Human Services;
- b) The testing shall conform to current SAMHSA standards;

- c) Tamper proof containers should be used and proper chain of custody procedures followed;
- d) Collect a sufficient sample of the same body fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the City within seventy-two (72) hours of receiving the results of the tests;
- g) With regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grains of alcohol per 100 milliliters of blood be considered positive;
- h) Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- i) Ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty solely based upon a suspected violation of this policy shall be immediately discontinued in the event of a negative test result.
- j) Testing for alcohol impairment may be performed utilizing the Belvidere Police department breathalyzer testing apparatus. In the event the breathalyzer indicates impairment under this policy, the employee may request blood testing as a confirmatory test under this policy.

### **Section 7 Right to Contest**

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 3 of the grievance procedure. It is agreed that the parties in no way intend to restrict, diminish, or otherwise impair any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.


**Section 8 Voluntary Requests for Assistance**

The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the City may require reassignment of the employee if he/she is then unfit for duty in this current assignment. The City may take adverse employment action if the request for treatment, counseling or support follows the testing of the employee under this Agreement, the initiation of an investigation into the employee's performance or misconduct, actions which if known by the City provide cause to believe that the employee engaged in criminal conduct, or if the employee is found impaired on duty. The City shall make available a means by which the employee may obtain referrals and treatment. All such requests shall be confidential, and any information received by the City, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

**Section 9 Discipline**

Discipline shall be in accordance with Article 16 of the Collective Bargaining Agreement.

**EXHIBIT 3 GRIEVANCE FORM**

<b>GRIEVANCE</b> (use additional sheets where necessary)		
<b>Lodge/Unit No.:</b> _____	<b>Year:</b> _____	<b>Grievance No.:</b> _____
	Date Filed: _____	_____
	Department: <u>City of Belvidere - Patrol</u>	_____
	Grievant's Name: _____	_____
	Last	First M.I.
<b>STEP ONE</b>		
Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____		
Article(s)/Sections(s) violated: _____, and all applicable Articles		
Briefly state the facts:		
_____		
_____		
_____		
Remedy Sought:		
_____		
_____		
, in part and in whole, make grievant(s) whole.		
Given To: _____	Date: _____	_____
_____	_____	_____
Grievant's Signature	FOP Representative Signature	
<b>EMPLOYER'S RESPONSE</b>		
_____		
_____		
_____		
_____	_____	_____
Employer Representative Signature	Position	
_____	_____	_____
Person to Whom Response Given	Date	
<b>STEP TWO</b>		
Reasons for Advancing Grievance: _____		
_____		
Given To: _____	Date: _____	_____
_____	_____	_____
Grievant's Signature	FOP Representative Signature	
<b>EMPLOYER'S RESPONSE</b>		
_____		
_____		
_____		
_____	_____	_____
Employer Representative Signature	Position	
_____	_____	_____
Person to Whom Response Given	Date	

Lodge/Unit No.: \_\_\_\_\_ Year: \_\_\_\_\_ Grievance No.: \_\_\_\_\_

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature Position

\_\_\_\_\_  
Person to Whom Response Given Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature Position

\_\_\_\_\_  
Person to Whom Response Given Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given Date

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

