

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

April 16, 2018

Convened in the Council Chambers, 401 Whitney Blvd, Belvidere IL at 7:00 p.m.
Mayor Chamberlain presiding.

- (1) Roll Call:
- (2) Pledge of Allegiance:
Invocation: Mayor Chamberlain.
- (3) Public Comment: (Please register with the City Clerk):
- (4) Approval of minutes of the regular meeting of the Belvidere City Council of April 2, 2018; as presented.
- (5) Public Hearing:
- (6) Special Messages and Proclamations:
- (7) Approval of Expenditures: General & Special Fund Expenditures: \$1,158,575.96
Water & Sewer Fund Expenditures: \$ 396,528.76
- (8) Committee Reports and Minutes of City Officers:
 - (A) Belvidere Police Department Overtime Report of March 23, 2018 through April 9, 2018.
 - (B) Belvidere Fire Department Overtime Reports of March 21, 2018 and March 28, 2018 through April 10, 2018.
 - (C) Monthly Report of Community Development/Planning Department for March 2018.
 - (D) Monthly Treasurer's Report for March 2018.
 - (E) Monthly General Fund Report for March 2018.
 - (F) Monthly Water and Sewer Fund Report for March 2018.
 - (G) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of April 9, 2018.
- (9) Unfinished Business:
 - (A) Ord. #395H – 2nd Reading: An Ordinance Amending Section 110-221, Parking Violation Penalty of the City of Belvidere Municipal Code.

(B) Ord. #396H – 2nd Reading: An Ordinance Amending Section 14-452, Registration Fees of the City of Belvidere Municipal Code.

(10) New Business:

(A) Reconsideration after Mayor's veto of the motion to improve the alley between E. 8th Street and E. 9th Street from end to end with pavement.

(B) Res. #2071-2018: A Resolution for Maintenance under the Highway Code.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of April 9, 2018.

Public Works Motions – Chairman Brooks:

(A) Motion to approve the water and sewer connection fees and meter fees be waived and that Habitat for Humanity reimburse the City for direct expenses for the installation of a sanitary sewer service and water service to the property line of 315 Gilman Avenue.

(B) Motion to approve the three year Intergovernmental Agreement with the City of Rockford for our annual Painted Pavement Marking Program.

(C) Motion to approve the block party request at 1508 Bliss Street on May 26, 2018 from 3 p.m. until 10 p.m.

(D) Waive the requirement for Committee Action on the motion per Section 2-88 of the Municipal Code.

(E) Waive the bidding requirement for the second chemical treatment of Well #7 per Section 2-700 of the Municipal Code.

(F) Approval of the proposal from Great Lakes Water Resources to complete the second chemical treatment of Well #7 at a cost of \$26,063. This work will be paid for from the Water Depreciation Fund.

(11) Other:

(A) Executive Session to discuss Collective Bargaining Matters pursuant to Section 2 (c) (2) – IUOE, FOP and IAFF.

(B) Res. #2072-2018: A Resolution Authorizing the Execution of a Collective Bargaining Agreement with the International Union of Operating Engineers Local 150.

(C) Res. #2073-2018: A Resolution Authorizing the Execution of a Collective Bargaining Agreement with the Fraternal Order of Police Belvidere Lodge No. 245 Patrol.

(12) Adjournment:

State of Illinois SS
Belvidere, Illinois

**Belvidere City Council
Regular Session
Minutes**

Date: April 2, 2018

Convened in the Belvidere City Council Chambers, 401 Whitney Blvd, Belvidere Illinois at 7 p.m.

Mayor Chamberlain presiding:

- (1) Roll Call: Present: M. Borowicz, R. Brooks, G. Crawford, W. Frank, M. Freeman, T. Porter, T. Ratcliffe, M. Sanderson, D. Snow and C. Stevens.
Absent: None.

Other staff members in attendance:

Budget and Finance Director Becky Tobin, Building Director Lesa Morelock, Treasurer Cory Thornton, Public Works Director Brent Anderson, Community Development Planner Gina DelRose, Fire Chief Hyser, Police Chief Woody, City Attorney Drella and City Clerk Arco.

- (2) Pledge of Allegiance:
Invocation: Mayor Chamberlain:

(3) Public Comment:

(4) Approval of Minutes:

- (A) Approval of minutes of the regular meeting of the Belvidere City Council of March 19, 2018; as presented.

Motion by Ald. Frank, 2nd by Ald. Porter to approve the minutes of the regular meeting of the Belvidere City Council of March 19, 2018. Roll Call Vote: 9/0/1 in favor. Ayes: Borowicz, Brooks, Crawford, Frank, Freeman, Porter, Ratcliffe, Sanderson and Stevens. Nays: None. Abstain: Snow. Motion carried.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(A) Proclamation Honoring the Belvidere Barracudas Swim Team
Small State Champions – presented to Head Coach Matthew Kopald.

(B) Veto message from Mayor Chamberlain (Alley between E. 8th and E. 9th)

(7) Approval of Expenditures: None.

(8) Committee Reports & Minutes of City Officers:

(A) Belvidere Police Department Overtime Report of March 13, 2018 through
March 22, 2018.

(B) Belvidere Fire Department Overtime Report of March 7, 2018 and
March 14, 2018 through March 27, 2018.

Let the record show these reports and minutes were placed on file.

(C) Minutes of Committee of the Whole – Public Safety and Finance and
Personnel of March 26, 2018.

Motion by Ald. Sanderson, 2nd by Ald. Borowicz to approve the minutes of Committee of
the Whole – Public Safety and Finance and Personnel of March 26, 2018. Roll Call
Vote: 9/0/1 in favor. Ayes: Brooks, Crawford, Frank, Freeman, Porter, Sanderson,
Snow, Stevens and Borowicz. Nays: None. Abstain: Ratcliffe. Motion carried.

(9) Unfinished Business:

(A) Ord. #394H – 2nd Reading: An Ordinance Granting a Special Use for a
Planned Development within the PI, Planned Industrial District (Car Wash
2090 Keene Parkway).

Motion by Ald. Sanderson, 2nd by Ald. Borowicz to pass Ord. #394H. Roll Call Vote:
10/0 in favor. Ayes: Crawford, Frank, Freeman, Porter, Ratcliffe, Sanderson, Snow,
Stevens, Borowicz and Brooks. Nays: None. Motion carried.

(10) New Business:

(A) Ord. #395H – 1st Reading: An Ordinance Amending Section 110-221,
Parking Violation Penalty of the City of Belvidere Municipal Code.

(B) Ord. #396H – 1st Reading: An Ordinance Amending Section 14-452,
Registration Fees of the City of Belvidere Municipal Code.

Let the record show Ordinances #395H and #396H were placed on file for first reading.

Motions forwarded from Committee of the Whole – Public Safety and Finance and Personnel of March 26, 2018.

Public Works Motions – Chairman Brooks:

- (A) Motion to approve entering into an agreement with Lakeland Biologists for the 2018 Farmington Ponds Maintenance Program at an estimated cost of \$15,000 based on their proposal dated January 30, 2018. This work will be paid for from the Farmington Ponds Special Service Area. Roll Call Vote: 10/0 in favor. Ayes: Frank, Freeman, Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz, Brooks and Crawford. Nays: None. Motion carried.
- (B) Motion to approve the low bid from Trees “R” Us in the amount of \$54,600 for tree work from May 1, 2018 to April 30, 2019 for the City of Belvidere. Roll Call Vote: 10/0 in favor. Ayes: Freeman, Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz, Brooks, Crawford and Frank. Nays: None. Motion carried.
- (C) Motion to approve the low bid from LawnCare by Walter in the amount of \$380 per mowing of Water Department Sites. This work will be paid from Water Department line item #61-5-810-6040. Roll Call Vote: 10/0 in favor. Ayes: Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz, Brooks, Crawford, Frank and Freeman. Nays: None. Motion carried.
- (D) Motion to approve the low bid from Lawn Maintenance Services in the amount of \$460 per mowing for the mowing of the Public Works Sites. This work will be paid from Street Department line item #01-5-310-6002. Roll Call Vote: 10/0 in favor. Ayes: Ratcliffe, Sanderson, Snow, Stevens, Borowicz, Brooks, Crawford, Frank, Freeman and Porter. Nays: None. Motion carried.
- (E) Motion to approve the low bid from Lawn Maintenance Services in the amount of \$258 per mowing for the Farmington Ponds. This work will be paid from the Farmington Pond Maintenance Fund. Roll Call Vote: 10/0 in favor. Ayes: Sanderson, Snow, Stevens, Borowicz, Brooks, Crawford, Frank, Freeman, Porter and Ratcliffe. Nays: None. Motion carried.
- (F) Motion to approve the low bid from LawnCare by Walter in the amount of \$20,416 for the 2018 landscape maintenance program. This work will be paid for from Street Department line items #01-5-310-6002 and #01-5-310-6826. Roll Call Vote: 10/0 in favor. Ayes: Snow, Stevens, Borowicz, Brooks, Crawford, Frank, Freeman, Porter, Ratcliffe and Sanderson. Nays: None. Motion carried.

- (G) Motion to approve the low bid from Alliance Contractors in the amount of \$70,350 for the city's annual sidewalk program. The unit prices are \$11/sf for removal and replacement of 4" sidewalk and \$16/sf for removal and replacement of 6" sidewalk. This work will be paid for from line item #01-5-310-6003. Roll Call Vote: 10/0 in favor. Ayes: Stevens, Borowicz, Brooks, Crawford, Frank, Freeman, Porter, Ratcliffe, Sanderson and Snow. Nays: None. Motion carried.

(11) Adjournment:

Motion by Ald. Crawford, 2nd by Ald. Brooks to adjourn the meeting at 7:18 p.m. Aye voice vote carried. Motion carried.

_____ Mayor

Attest: _____ City Clerk

Bills Payable Summary
April 16, 2018

General Fund:	\$1,132,884.07
Envision Healthcare (JE)	\$ 25,530.22

Special Funds:

Farmington Ponds SSA#2	\$ 57.07
Farmington Ponds SSA#3	\$ 66.80
Capital	\$ 37.80

Total General & Special Funds:	\$1,158,575.96
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Water & Sewer:	\$ 396,528.76
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Total of all Funds:	\$ 1,555,104.72
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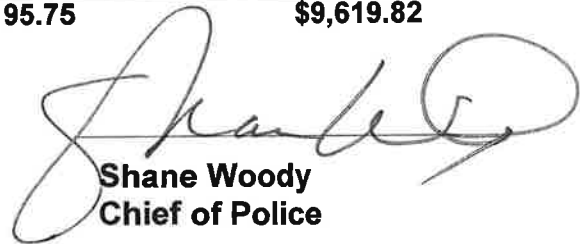
Belvidere Police Department Payroll Report

Dept: 1790

4/10/2018

For Overtime Incurred between 3/23/18 and 4/09/18

Last Name:	Employee ID:	Total Hours:	Total Overtime Pay:
Ball	00739	13.5	\$737.10
Bell	00813	16.5	\$900.90
Berillo	00941	4	\$178.44
Bird	00793	2	\$109.20
Blankenship	00729	11.5	\$627.90
Brox	00963	5	\$232.65
Danielak	00996	13.5	\$506.27
Davenport	00935	15	\$669.15
Delavan	00848	8	\$404.76
Garcia	00988	10	\$401.55
King	00868	5	\$252.98
Korn	00989	4	\$160.62
Kozlowski	00846	7.75	\$423.15
Mears	10050	9	\$323.46
Moore	00707	4.5	\$245.70
Parker,B	00686	31	\$1,692.60
Polnow	00886	0.5	\$30.58
Reese	00979	18	\$742.50
Washburn	00784	11	\$672.71
Wilgus	00783	4	\$218.40
Zapf	00934	2	\$89.22
Totals:		195.75	\$9,619.82



Shane Woody
Chief of Police

BELVIDERE FIRE DEPT

Overtime Report

Date Between {03/21/2018} And {03/21/2018} and

Staff ID = "01002"

Activity Type Hours Wkd

Date	Time	Incident	Pay Type	Activity Type	Hours Wkd	Hrs Paid	Pay
01002	Winnie, Todd						
03/21/2018	11:30		OT	TRTM TEMS Training	5.00	5.00	131.00
Staff Member Totals:					5.00	5.00	131.00
All Staff Member Totals:					5.00	5.00	131.00

Types: F=Fire, M=EMS/Medical, R=Rescue, O=Other

BELVIDERE FIRE DEPT

Overtime Report

Date Between {03/28/2018} And {04/10/2018}

Date	Time	Incident	Pay Type	Activity Type	Hours Wkd	Hrs Paid	Pay
00866 Beck, Mark E							
04/08/2018	07:00		OT	CRO Shift Carry Over	0.50	0.50	19.00
04/09/2018	07:15		OT	CPRI C.P.R. Instruction	4.00	4.00	152.04
04/09/2018	11:30		OT	EQUIP Equipment Maintenance	1.50	1.50	57.01
04/09/2018	13:15	18-0000776	OT	GRI General Recall for	2.50	2.50	95.02
04/09/2018	13:30		OT	FI Fire Investigations	3.50	3.50	133.03
04/09/2018	17:30		OT	CPRI C.P.R. Instruction	3.50	3.50	133.03
Staff Member Totals:					15.50	15.50	589.15
00809 Drall, Dan C							
04/10/2018	16:00		OT	TRTR Technical Rescue	15.00	15.00	564.45
Staff Member Totals:					15.00	15.00	564.45
00966 Ellwanger, Adam A							
04/03/2018	07:30		OT	TREP Initial Paramedic	9.75	1.75	51.03
04/06/2018	07:30		OT	TREP Initial Paramedic	7.00	7.00	204.12
04/09/2018	07:30		OT	TREP Initial Paramedic	5.75	5.75	167.67
04/09/2018	13:15	18-0000776	OT	GRI General Recall for	3.75	3.75	109.35
Staff Member Totals:					26.25	18.25	532.17
00961 Fox, Kevin W							
04/04/2018	19:00		OT	MEM Mabas Div. 8 Meeting	2.00	2.00	63.48
Staff Member Totals:					2.00	2.00	63.48
00640 Harbison, Brian A							
03/31/2018	07:00		OT	SCSE Shift Coverage for	24.00	16.00	729.76
04/04/2018	19:00		OT	MEM Mabas Div. 8 Meeting	2.00	2.00	91.22
Staff Member Totals:					26.00	18.00	820.98
00971 Heiser, Bradley Donald							
03/28/2018	07:00		OT	SCMI Shift Coverage Misc.	24.00	24.00	699.84
Staff Member Totals:					24.00	24.00	699.84
00601 Holmes, Gregory A							
04/10/2018	07:00	18-0000786	OT	CRO Shift Carry Over	0.75	0.75	34.20
Staff Member Totals:					0.75	0.75	34.20
00767 Loudenbeck, Matt F							
04/09/2018	13:15	18-0000776	OT	GRI General Recall for	2.50	2.50	94.55
Staff Member Totals:					2.50	2.50	94.55
00958 Pavlatos, Gregory R							
04/09/2018	13:15	18-0000776	OT	GRI General Recall for	3.75	3.75	117.26
Staff Member Totals:					3.75	3.75	117.26
00852 Schadle, Shawn W							
04/09/2018	13:15	18-0000776	OT	GRI General Recall for	3.75	3.75	163.91
Staff Member Totals:					3.75	3.75	163.91

BELVIDERE FIRE DEPT

Overtime Report

Date Between {03/28/2018} And {04/10/2018}

Date	Time	Incident	Pay Type	Activity Type	Hours Wkd	Hrs Paid	Pay
00781 Swanson, Jason A							
04/04/2018	19:00		OT	MEM Mabas Div. 8 Meeting	2.00	2.00	75.64
04/09/2018	13:15	18-0000776	OT	GRI General Recall for	3.75	3.75	141.82
Staff Member Totals:					5.75	5.75	217.46
00969 Tangye, Travis N							
03/29/2018	07:15		OT	IN Inspection Bureau	6.00	6.00	174.96
04/09/2018	13:15	18-0000776	OT	GRI General Recall for	3.75	3.75	109.35
Staff Member Totals:					9.75	9.75	284.31
01002 Winnie, Todd							
03/29/2018	07:00		OT	SCV Shift Coverage for	24.00	24.00	628.80
Staff Member Totals:					24.00	24.00	628.80
00629 Zumbragel, Mark J							
03/28/2018	07:00		OT	SCSE Shift Coverage for	24.00	24.00	1094.64
04/05/2018	07:00		OT	SCV Shift Coverage for	24.00	24.00	1094.64
Staff Member Totals:					48.00	48.00	2189.28
All Staff Member Totals:					207.00	191.00	6,999.86

Types: F=Fire, M=EMS/Medical, R=Rescue, O=Other

BELVIDERE

Community Development Department Planning Department

401 Whitney Boulevard, Suite 300, Belvidere, Illinois, 61008 (815) 547-7177 FAX (815) 547-0789

March 2018 Monthly Report

Number	Project	Description	Processed
	Belvidere Projects		
2	Cases: March	CCSIP Properties, Inc., SU, 2090 Keene Parkway Fennel, VAR, 903 Caswell Street	02/13/2018 02/19/2018
0	Cases: April	None	02/13/2018
1	Cases: May	CES, SU, 1930-1960 W. Chrysler Drive	03/21/2018
1	Cases: June	CCSIP Properties, Inc., RP, 2090 Keene Parkway	02/13/2018
0	Annexation	None	
0	Temporary Uses	None	
3	Site Plans (New/Revised)	1757 Industrial Court 2223 Hawkey Drive 1757 Industrial Court	03/19/2018 03/22/2018 03/27/2018
0	Final Inspection	None	02/15/2018
2	Downtown Overlay Review	200 S. State Street, Windows 301 N. State Street, Signage and Lighting	03/13/2018 03/26/2018
1	Prepared Zoning Verification Letters	403/409 Buchanan Street	03/27/2018
1	Issued Address Letters	105 West First Street, Apts 201 and 203	03/02/2018
	Belvidere Historic Preservation Commission	Staff has continued communications with the State of Illinois regarding the 10 Year Plan. The commission discussed future fundraisers, finalized plans for the 2018 Awards Program and awarded 4 maintenance grants.	
	Heritage Days	Began meeting with the organizational team and potential vendors. Responding to inquiries	
	Hometown Christmas	None	
	Poplar Grove Projects		
0	Cases: March	None	
0	Cases: April	None	
0	Issued Address Letters	None	
0	Prepared Zoning Verification Letters	None	
	Scanned Plats: E-mail, Print and/or Burn		
0	Recorder's Office		

Planning Monthly Report Cont.

3 Other Department
0 General Public

Attended a LUCA Webinar. Working with the
GIS Department for submittal.

Census

Planning Department Current Duties

Close out completed planning case files

Respond to all FOIA requests

Work with 911, Fire Department and Post Office to verify all addresses in the City

Assist Growth Dimensions with requested data

Meetings and phone calls with developers regarding potential development

Phone calls/walk-ins for questions regarding zoning, floodplain, development, etc.

Prepare minutes, agendas and packets for various committees, commissions, boards

Prepare deposits and purchase orders for bill payments

Continue meeting with RMAP regarding planning activities

***Updated the Sidwell Books

MONTHLY TREASURER'S REPORT

Activity for the month of: March 2018

FUND	FUND #	Beginning Cash Balance	Receipts (Cash In)	Expenditures (Cash Out)	Month's Due to or Due From Activity	Ending Cash Balance	Outstanding Interfund Loans + Borrowings -	Ending Fund Balance
General	01	11,048,011.09	732,877.67	992,875.30		10,788,013.46	29,102.65	10,817,116.11
Forestry	01	(313,988.77)	0.00	0.00		(313,988.77)		(313,988.77)
Landfill	01	(24,340.86)	0.00	0.00		(24,340.86)		(24,340.86)
I M R F / Soc Sec	01	(158,908.01)	54,897.66	39,553.24		(143,563.59)		(143,563.59)
Community Dev Fund	01	(843,318.99)	11,963.69	27,237.20		(858,592.50)		(858,592.50)
Liability Insurance	01	(1,232,580.39)	0.00	0.00		(1,232,580.39)		(1,232,580.39)
General Fund	01	8,474,874.07	799,739.02	1,059,665.74	0.00	8,214,947.35	29,102.65	8,244,050.00
Motor Fuel Tax	10	336,349.95	50,462.45	24,621.47		362,190.93		362,190.93
Kishwaukee TIF	13	19,090.67	0.00	0.00		19,090.67	(55,710.13)	(36,619.46)
Kishwaukee 2 TIF	15	4,914.77	0.00	0.00		4,914.77		4,914.77
Special Service Area 2	16	7,834.09	0.00	57.07		7,777.02		7,777.02
Special Service Area 3	17	3,784.91	0.00	66.80		3,718.11		3,718.11
Capital Projects - general								
Utility Tax Fund	41	0.00	0.00	0.00		0.00		0.00
Public Improvement	41	39,244.17	5.98	5,867.25		33,382.90		33,382.90
Capital Fund (752)	41	763,052.24	22.02	27,860.72		735,213.54		735,213.54
State Street Bridge	41	56,117.81	0.00	0.00		56,117.81		56,117.81
Capital Projects	41	858,414.22	28.00	33,727.97	0.00	824,714.25	0.00	824,714.25
W/S General Admin	61	75,633.08	0.00	0.00		75,633.08		75,633.08
Water - operations	61	516,411.09	282,930.63	165,237.47	(31,425.63)	602,678.62		602,678.62
W / S - bond proceeds	61	0.00	0.00	0.00		0.00		0.00
W / S - bond payments	61	38,944.84	45,975.00	0.00		84,919.84		84,919.84
W / S - bond reserves	61	591,697.93	0.00	0.00		591,697.93		591,697.93
Sewer - operations	61	1,252,246.14	291,261.53	245,604.96	(31,425.63)	1,266,477.08		1,266,477.08
W/S Cap Imprv (Depr) 04-09	61	1,234,966.30	26,231.00	310.00		1,260,887.30		1,260,887.30
W/S Connection/Agr Fees 05-10	61	4,024,989.18	13,682.04	0.00		4,038,671.22		4,038,671.22
Sewer Plant Equip Repl 06-08	61	263,430.74	38,878.69	102,616.43		199,693.00		199,693.00
Water / Sewer Fund	61	7,998,319.30	698,958.89	513,768.86	(62,851.26)	8,120,658.07	0.00	8,120,658.07
Escrow	91	552,135.05	15,892.30	41,221.04		526,806.31		526,806.31
TOTAL		18,255,717.03	1,565,080.66	1,673,128.95	(62,851.26)	18,084,817.48	26,607.48	18,058,210.00

FUND	FUND #	Checking	Money Market	C D 's	Trust Acct	Ending Cash Balance	Due From + Due To - Other Funds	Ending Fund Balance
General Fund	01	682,771.09	952,037.03	6,580,139.23		8,214,947.35	29,102.65	8,244,050.00
Motor Fuel Tax	10	101,249.07	260,941.86			362,190.93		362,190.93
Kishwaukee TIF	13	19,090.67	0.00			19,090.67	(55,710.13)	(36,619.46)
Kishwaukee 2 TIF	15	4,914.77	0.00			4,914.77		4,914.77
Sp Srv Areas #2-Farmington	16	7,777.02	0.00			7,777.02		7,777.02
Sp Srv Areas #3-Farmington	17	3,718.11	0.00			3,718.11		3,718.11
Capital Projects	41	37,575.49	287,138.76	500,000.00		824,714.25		824,714.25
Water / Sewer Fund	61	1,362,523.64	146,999.99	6,611,134.44		8,120,658.07		8,120,658.07
Escrow	91	158,312.75	368,493.56	0.00		526,806.31		526,806.31
TOTAL		2,377,932.61	2,015,611.20	13,691,273.67	0.00	18,084,817.48	(26,607.48)	18,058,210.00

Fire Department - 2% Fund	19	5,725.48	50,347.55			56,073.03		56,073.03
Seized Vehicles		5,616.73				5,616.73		5,616.73
Drug Operations		69,864.99				69,864.99		69,864.99
State Asset Forfeiture		67,012.09				67,012.09		67,012.09
Federal Forfeiture		61,337.97				61,337.97		61,337.97
Auction		66,585.93				66,585.93		66,585.93
Metro Narcotics		10,898.07				10,898.07		10,898.07
Metro Narcotics OAF		1,014.00				1,014.00		1,014.00
Belvidere OAF		553.50				553.50		553.50
TOTAL POLICE FUNDS as of Feb 2018		282,883.28				282,883.28		282,883.28

INCOME STATEMENT FOR THE GENERAL FUND

				Through	March	2018	
	Account #	Actual FY 16	Actual FY 17	Month of March	YTD Actual for FY 18	Budget FY 18	92% of budget
General Administration							
RE Property Tax	01-4-110-4010	1,835,158.83	1,843,251.00	0.00	1,759,868.97	1,756,524	100%
Hotel / Motel Tax	01-4-110-4011	2,797.94	2,748.68	255.53	2,560.34	3,476	74%
Auto Rental Tax	01-4-110-4012	6,255.78	6,418.98	464.45	6,210.78	6,240	100%
Muni Infrastructure Maint	01-4-110-4013	172,424.44	150,224.37	10,365.80	121,106.97	159,420	76%
State Income Tax	01-4-110-4100	2,731,919.66	2,436,019.36	141,480.38	2,492,851.36	2,584,085	96%
Muni Sales Tax	01-4-110-4110	3,195,462.66	3,310,595.26	317,277.06	3,158,884.88	3,305,624	96%
Sales Tax to Developer	01-4-110-4111	0.00	0.00	0.00	0.00	0	0%
Local Use Tax	01-4-110-4112	588,795.81	625,105.54	81,872.79	614,969.54	619,157	99%
Replacement Tax	01-4-110-4120	507,162.14	534,532.21	45,590.36	339,552.25	456,888	74%
Repl Tax Dist to Pensions	01-4-110-4121	(256,794.00)	(264,958.00)	(185,246.00)	(260,246.00)	(260,246)	100%
State Grants	01-4-110-4150	0.00	0.00	0.00	0.00	0	0%
Grants (NDevelopment)	01-4-110-4151	0.00	0.00	0.00	0.00	0	0%
Business License	01-4-110-4200	18,088.00	15,870.00	360.00	14,420.00	17,640	82%
Liquor License & Fines	01-4-110-4210	115,175.00	104,050.00	13,000.00	157,450.00	107,700	146%
Amusement Machine	01-4-110-4230	7,600.00	8,400.00	0.00	9,800.00	9,000	109%
Court Fines	01-4-110-4400	382,451.10	269,744.37	32,367.45	293,428.59	304,940	96%
Parking Fines	01-4-110-4410	6,028.00	5,743.12	5,721.00	12,731.00	5,975	213%
Seized Vehicle Fee	01-4-110-4420	73,830.00	57,900.00	10,200.00	84,450.00	61,200	138%
Engr Fees-Subdivision	01-4-110-4430	0.00	14,005.00	0.00	0.00	20,000	0%
Video Gambling	01-4-110-4440	184,057.62	229,469.55	27,437.25	251,947.72	219,600	115%
Franchise Fees	01-4-110-4450	264,885.46	270,606.66	0.00	279,541.15	269,528	104%
Comcast Fees	01-4-110-4455	4,842.60	19,662.65	0.00	2,160.90	4,481	0%
Death/Birth Certificates	01-4-110-4460	18,225.00	20,255.00	1,796.00	16,944.00	18,358	92%
Accident/Fire Reports	01-4-110-4470	4,850.00	4,258.85	0.00	5,305.00	4,917	108%
Annexation/Plat Fees	01-4-110-4471	0.00	0.00	0.00	0.00	20,000	0%
Tipping Fees	01-4-110-4472	97,755.58	66,634.64	4,232.14	79,397.37	72,000	110%
Fuel Charges (outside vendors)	01-4-110-4550	0.00	0.00	21,453.49	202,306.58	0	0%
Interest Income	01-4-110-4600	20,553.91	39,813.97	657.60	53,015.63	45,500	117%
Misc Revenues	01-4-110-4900	25,101.27	26,134.26	1,781.40	12,705.25	27,400	46%
Heritage Days	01-4-110-4901	47,733.11	53,386.00	2,780.00	69,020.24	0	0%
Historic Pres. Fund Raising	01-4-110-4902	2,223.39	160.00	0.00	8,115.00	0	0%
Historic Pres. Grant Reimb.	01-4-110-4903	0.00	9,052.56	0.00	0.00	21,000	0%
Operating Transfer in (Reserve)	01-4-110-9998	133,704.88	1,026,870.07	0.00	0.00	1,173,828	0%
Total General Administration Revenues		10,190,288.18	10,885,954.10	533,846.70	9,788,497.52	11,034,235	89%
Salaries - Elected Officials	01-5-110-5000	207,623.48	207,623.48	16,907.50	196,970.80	213,878	92%
Salaries - Regular - FT	01-5-110-5010	215,618.59	221,324.13	20,807.30	205,623.45	226,472	91%
Group Health Insurance	01-5-110-5130	426,535.23	469,397.37	43,312.36	411,924.26	513,611	80%
Health Ins Claims Pd (Dental)	01-5-110-5131	33,617.08	28,915.36	3,884.80	24,022.20	40,000	60%
Group Life Insurance	01-5-110-5132	1,331.10	1,336.50	116.10	1,266.30	1,409	90%
Health Insurance Reimb.	01-4-110-4540	(155,658.46)	(153,131.82)	(7,917.27)	(140,274.17)	(156,618)	90%
Unemployment Compensation	01-5-110-5136	0.00	0.00	0.00	0.00	0	0%
Meeting & Conferences	01-5-110-5154	11,726.84	11,208.73	867.93	12,674.76	15,400	82%
Subscriptions/Ed Materials	01-5-110-5156	618.90	552.90	40.00	431.61	650	66%
Gen Admin Personnel & Benefit Expenses		741,412.76	787,226.65	78,018.72	712,639.21	854,802	83%
Repairs/Maint - Bldgs	01-5-110-6010	19,689.75	34,784.35	2,741.52	18,141.95	21,680	84%
Repairs/Maint - Equip	01-5-110-6020	2,248.91	3,424.32	423.77	3,072.20	5,000	61%
Legal	01-5-110-6110	5,623.50	7,450.91	272.07	5,366.01	37,200	14%
Other Professional Services	01-5-110-6190	14,667.50	0.00	0.00	2,169.40	2,500	0%
Grant Expenses (NDev)	01-5-110-6191	0.00	0.00	0.00	0.00	0	0%
Telephone	01-5-110-6200	20,965.86	20,424.85	1,058.61	18,665.44	21,770	86%
Codification	01-5-110-6225	950.00	8,442.83	0.00	950.00	2,000	48%
Other Communications	01-5-110-6290	3,101.47	4,037.44	212.82	2,349.24	3,400	69%
Gen Admin Contractual Expenses		67,246.99	78,564.70	4,708.79	50,714.24	93,550	54%

General Administration (cont)	Account #	Actual FY 16	Actual FY 17	Month of March	YTD Actual for FY 18	Budget FY 18	92% of budget
Office Supplies	01-5-110-7020	46,927.04	39,061.21	1,369.51	35,261.68	56,800	62%
Other Supplies	01-5-110-7800	6,061.61	5,417.00	423.92	4,383.57	7,350	60%
Gen Admin Supplies Expenses		52,988.65	44,478.21	1,793.43	39,645.25	64,150	62%
Miscellaneous Expense	01-5-110-7900	102,348.35	72,206.98	1,971.00	78,621.67	85,930	91%
Reimb of Seized Vehicle Fee	01-5-110-7901	600.00	1,207.50	0.00	600.00	0	0%
Heritage Days	01-5-110-7902	1,871.84	56,780.67	1,316.00	72,647.47	0	0%
Comcast Charges	01-5-110-7903	0.00	0.00	0.00	0.00	0	0%
Historic Preservation	01-5-110-7904	0.00	0.00	0.00	0.00	0	0%
Operating Transfers Out	01-5-110-9999	697,252.05	536,965.18	0.00	383,828.00	383,828	100%
Total General Administration Expenses		1,663,720.64	1,577,429.89	87,807.94	1,338,695.84	1,482,260	90%
NET GENERAL ADMINISTRATION		8,526,567.54	9,308,524.21	446,038.76	8,449,801.68	9,551,975	88%
General Fund - Audit Department							
RE Taxes - Audit	01-4-130-4010	20,137.56	20,057.42	0.00	20,040.98	20,000	100%
Accounting & Auditing	01-5-130-6100	33,700.00	35,100.00	0.00	34,920.00	36,500	96%
NET - AUDIT DEPARTMENT		(13,562.44)	(15,042.58)	0.00	(14,879.02)	(16,500)	90%
General Fund - IMRF Department							
RE Taxes - IMRF	01-4-140-4010	72,124.51	72,109.86	0.00	65,142.80	65,000	100%
Replacement Tax	01-4-140-4120	89,393.00	92,535.00	40,889.00	90,889.00	90,889	100%
Interest Income	01-4-140-4600	92.15	0.00	0.00	0.00	0	0%
Expense Reimbursement	01-4-140-4940	19,945.38	26,688.39	1,826.12	23,066.40	25,854	89%
Total IMRF Revenues		181,555.04	191,333.25	42,715.12	179,098.20	181,743	99%
IMRF Premium Expense	01-5-140-5120	334,796.57	210,445.44	14,136.33	181,274.13	200,677	90%
NET - IMRF DEPARTMENT		(153,241.53)	(19,112.19)	28,578.79	(2,175.93)	(18,934)	11%
General Fund - Social Security Department							
RE Taxes - FICA/Med	01-4-150-4010	225,393.78	225,346.90	0.00	200,385.68	200,000	100%
Expense Reimbursement	01-4-150-4940	120,464.06	127,996.70	10,057.95	119,329.12	137,316	87%
Library Expense Reimb.	01-4-150-4941	27,135.85	28,310.72	2,124.59	26,151.24	30,600	85%
Total Soc Security Revenues		372,993.69	381,654.32	12,182.54	345,866.04	367,916	94%
FICA Expense	01-5-150-5110	191,737.85	201,288.27	15,670.58	187,299.16	214,295	87%
Medicare Expense	01-5-150-5112	122,987.98	127,511.29	9,746.33	119,044.76	137,352	87%
Total Soc Security Expenses		314,725.83	328,799.56	25,416.91	306,343.92	351,647	87%
NET - SOCIAL SECURITY DEPT		58,267.86	52,854.76	(13,234.37)	39,522.12	16,269	143%
General Fund - Liability Insurance Dept							
RE Taxes - Ins Liability	01-4-160-4010	330,547.29	320,477.21	0.00	290,560.41	290,000	100%
Expense Reimbursement	01-4-160-4940	0.00	0.00	0.00	0.00	-	0%
Total Liability Insurance Revenues		330,547.29	320,477.21	0.00	290,560.41	290,000	100%
Insurance Premium	01-5-160-6800	462,848.97	449,520.12	0.00	452,758.88	484,810	93%
NET - LIABILITY INSURANCE DEPT		(132,301.68)	(129,042.91)	0.00	(162,198.47)	(194,810)	83%

Police Department	Account #	Actual FY 16	Actual FY 17	Month of March	YTD Actual for FY 18	Budget FY 18	92% of budget
RE Property Tax	01-4-210-4010	1,035,516.67	1,046,390.82	0.00	1,107,755.95	1,105,667	100%
Grants	01-4-210-4150	41,230.46	88,764.64	1,100.90	26,682.37	42,000	64%
Sex Offender Reg Fee	01-4-210-4480	0.00	3,240.00	720.00	7,510.00	7,560	0%
Miscellaneous Revenues	01-4-210-4900	161,351.82	131,676.98	14,244.23	168,147.46	178,675	94%
Expense Reimbursement	01-4-210-4940	6,881.59	11,641.11	0.00	1,000.00	0	0%
Sale of Assets	01-4-210-4950	0.00	6,233.33	0.00	11,970.00	0	0%
Total Police Department Revenues		1,244,980.54	1,287,946.88	16,065.13	1,323,065.78	1,333,902	99%
Salary - Regular - FT	01-5-210-5010	3,192,442.03	3,236,497.86	258,210.17	3,096,995.35	3,440,533	90%
Overtime	01-5-210-5040	359,986.52	410,571.39	21,976.16	297,869.74	434,600	69%
Police Pension	01-5-210-5122	1,015,436.57	1,026,333.40	0.00	1,087,714.97	1,085,667	100%
Health Insurance	01-5-210-5130	686,280.10	733,616.37	81,882.67	755,190.01	847,215	89%
Dental claims	01-5-210-5131	33,215.84	40,544.26	6,411.28	50,287.84	50,000	101%
Unemployment Compensation	01-5-210-5136	0.00	11,771.00	0.00	10,393.00	0	0%
Uniform Allowance	01-5-210-5140	61,488.37	64,295.91	1,193.11	65,349.56	68,009	96%
Training	01-5-210-5152	62,528.83	79,508.65	4,380.53	43,874.68	73,855	59%
Police Dept Personnel & Benefit Expenses		5,411,378.26	5,603,138.84	374,053.92	5,407,675.15	5,999,879	90%
Repair/Maint-Equipment	01-5-210-6020	12,274.31	8,342.61	536.65	9,328.90	14,645	64%
Repair/Maint-Vehicles	01-5-210-6030	93,748.47	64,832.94	4,184.58	62,930.51	99,050	64%
Telephone/Utilities	01-5-210-6200	41,830.55	42,940.62	1,670.36	38,744.32	44,000	88%
Physical Exams	01-5-210-6810	0.00	210.00	0.00	0.00	4,270	0%
Community Policing	01-5-210-6816	7,635.43	7,991.22	2,721.40	6,897.57	8,200	84%
K 9 Program Expenses	01-5-210-6818	3,451.12	3,301.45	168.97	14,825.05	5,350	277%
Sex Offender State Disburse	01-5-210-6835	0.00	2,080.00	65.00	2,335.00	4,800	0%
Police Department - Contractual Expenses		158,939.88	129,698.84	9,346.96	135,061.35	180,315	75%
Office Supplies	01-5-210-7020	9,514.67	6,472.45	350.24	6,009.67	10,550	57%
Gas & Oil	01-5-210-7030	77,836.38	70,384.40	7,152.12	83,750.60	100,000	84%
Operating Supplies	01-5-210-7040	31,777.67	36,697.71	177.43	14,739.22	43,985	34%
Miscellaneous Expense	01-5-210-7900	37,199.50	37,100.96	2,268.85	32,147.13	40,800	79%
Police Department - Supplies Expense		156,328.22	150,655.52	9,948.64	136,646.62	195,335	70%
Equipment	01-5-210-8200	34,753.87	45,298.05	1,373.35	32,400.51	59,255	55%
Vehicles	01-5-210-8300	0.00	0.00	0.00	0.00	0	0%
Total Police Department Expenses		5,761,400.23	5,928,791.25	394,722.87	5,711,783.63	6,434,784	89%
NET - POLICE DEPARTMENT		(4,516,420)	(4,640,844)	(378,658)	(4,388,718)	(5,100,882)	86%
Public Safety Building Department							
Salaries - Regular - FT	01-5-215-5010	586,714.82	602,190.90	47,839.80	518,366.87	664,104	78%
Other (FICA & IMRF)	01-5-215-5079	116,092.05	105,206.33	8,190.17	89,683.80	138,599	65%
Other Contractual Services	01-5-215-6890	327,940.30	275,223.55	45,172.41	259,176.12	270,732	96%
NET - PUBLIC SAFETY BLDG DEPT		(1,030,747.17)	(982,620.78)	(101,202.38)	(867,226.79)	(1,073,435)	81%

Fire Department	Account #	Actual FY 16	Actual FY 17	Month of March	YTD Actual for FY 18	Budget FY 18	92% of budget
RE Property Tax	01-4-220-4010	739,346.46	818,109.40	0.00	990,630.02	988,767	100%
Grants	01-4-220-4150	63,830.62	1,000.00	2,500.00	15,755.74	5,000	0%
Miscellaneous Revenues	01-4-220-4900	42,699.54	36,031.31	1,209.00	12,678.53	25,000	51%
Expense Reimbursement	01-4-220-4940	0.00	1,012.98	0.00	37,771.00	0	0%
Sale of Assets	01-4-220-4950	0.00	0.00	0.00	10,100.00	0	0%
Total Fire Department Revenues		845,876.62	856,153.69	3,709.00	1,066,935.29	1,018,767	105%
Salaries - Regular - FT	01-5-220-5010	1,951,980.82	1,969,596.22	158,559.92	1,908,456.48	2,095,112	91%
Overtime	01-5-220-5040	234,518.71	200,784.91	9,038.67	125,149.54	203,250	62%
Fire Pension	01-5-220-5124	719,275.54	798,051.98	0.00	970,589.04	968,767	100%
Health Insurance	01-5-220-5130	391,456.82	422,210.56	47,145.86	453,242.49	502,880	90%
Dental Insurance	01-5-220-5131	26,906.88	21,499.64	2,451.05	20,670.97	35,000	59%
Unemployment Compensation	01-5-220-5136	0.00	0.00	0.00	0.00	0	0%
Uniform Allowance	01-5-220-5140	39,236.31	30,429.01	765.34	25,259.89	35,500	71%
Training	01-5-220-5152	23,715.46	31,096.97	1,141.62	18,246.26	27,540	66%
Fire Depart Personnel & Benefits Expenses		3,387,090.54	3,473,669.29	219,102.46	3,521,614.67	3,868,049	91%
Repair/Maint-Bldg	01-5-220-6010	52,026.10	57,115.64	(1,108.83)	46,931.77	42,850	110%
Repair/Maint-Equipment	01-5-220-6020	0.00	0.00	563.75	5,379.35	14,800	36%
Repair/Maint-Vehicles	01-5-220-6030	58,526.58	57,015.82	247.32	35,235.73	53,500	66%
Telephone/Utilities	01-5-220-6200	14,002.41	11,697.06	766.63	11,550.34	17,740	65%
Physical Exams	01-5-220-6810	1,622.60	654.50	0.00	679.00	2,500	27%
Fire Prevention	01-5-220-6822	7,162.60	8,983.96	442.00	8,802.03	10,000	88%
Emergency Med Supplies	01-5-220-6824	0.00	0.00	21.00	8,974.45	0	0%
Fire Department - Contractual Expenses		133,340.29	135,466.98	931.87	117,552.67	141,390	83%
Office Supplies	01-5-220-7020	15,179.53	12,685.62	169.15	8,776.10	16,600	53%
Gas & Oil	01-5-220-7030	16,206.61	14,367.49	1,316.13	16,229.88	20,000	81%
Operating Supplies	01-5-220-7040	11,539.69	6,830.98	490.82	6,728.00	4,000	168%
Miscellaneous Expense	01-5-220-7900	996.39	1,296.45	0.00	483.88	1,000	48%
Fire Department - Supplies Expenses		43,922.22	35,180.54	1,976.10	32,217.86	41,600	77%
Equipment	01-5-220-8200	38,869.41	53,632.91	3,058.94	40,499.40	37,900	107%
Total Fire Department Expenses		3,603,222.46	3,697,949.72	225,069.37	3,711,884.60	4,088,939	91%
NET - FIRE DEPARTMENT		(2,757,345.84)	(2,841,796.03)	(221,360.37)	(2,644,949.31)	(3,070,172)	86%
Police & Fire Commission Department							
Physical Exams	01-5-225-6810	13,279.71	13,100.90	372.40	18,663.60	18,750	100%
Other Contractual Services	01-5-225-6890	16,719.71	9,417.64	1,736.00	8,230.78	8,835	93%
NET - POLICE & FIRE COMMISSION		(29,999.42)	(22,518.54)	(2,108.40)	(26,894.38)	(27,585)	97%

Community Development	Account #	Actual FY 16	Actual FY 17	Month of March	YTD Actual for FY 18	Budget FY 18	92% of budget
Building Permits	01-4-230-4300	187,990.50	235,547.00	6,042.50	95,590.50	215,259	44%
Electric Permits	01-4-230-4310	21,574.40	19,798.50	791.00	12,662.50	21,965	58%
Electrician Certification Fees	01-4-230-4315	2,550.00	2,900.00	1,850.00	3,600.00	3,050	118%
Plumbing Permits	01-4-230-4320	9,257.50	17,392.50	975.00	9,155.00	14,626	63%
HVAC Permits	01-4-230-4330	3,627.00	11,156.25	472.00	3,964.00	6,500	61%
Plan Review Fees	01-4-230-4340	40,992.70	76,325.75	84.00	7,576.75	50,000	15%
Sidewalk/Lot Grading Fees	01-4-230-4350	722.50	1,487.50	170.00	1,317.50	1,575	84%
Insulation Permits	01-4-230-4360	1,210.00	4,060.00	150.00	1,132.50	2,112	54%
Zoning Review Fee	01-4-230-4370	3,347.50	3,215.00	162.50	2,620.00	3,535	74%
Code Enforcement	01-4-230-4380	11,500.00	6,300.00	200.00	5,700.00	5,900	97%
Other Permits	01-4-230-4390	6,247.50	4,682.50	255.00	4,222.50	5,861	72%
Miscellaneous Revenues	01-4-230-4900	125.00	25.00	0.00	102.50	500	21%
Expense Reimbursement	01-4-230-4940	5,365.54	2,569.25	46.69	1,370.83	2,700	0%
Planning Fees	01-4-230-4950	0.00	21,498.75	700.00	11,871.50	13,100	91%
Planning Misc.	01-4-230-4955	0.00	12,801.34	65.00	1,872.50	500	375%
Building Department - Revenues		294,510.14	419,759.34	11,963.69	162,758.58	347,183	47%
Salaries- Regular - FT	01-5-230-5010	161,690.40	213,387.45	14,798.42	192,402.72	217,830	88%
FICA	01-5-230-5079	12,369.32	16,324.12	1,132.08	14,718.81	16,664	88%
IMRF	01-5-230-5120	19,945.38	26,688.39	1,826.12	23,066.40	25,854	89%
Health Ins Expense	01-5-230-5130	43,258.40	59,052.36	5,628.94	62,564.44	86,043	73%
Dental Insurance	01-5-230-5131	2,516.80	2,059.20	0.00	3,755.04	4,000	94%
Unemployment	01-5-230-5136	0.00	0.00	0.00	0.00	0	0%
Training	01-5-230-5152	4,444.97	1,147.00	0.00	894.87	6,500	14%
Building Dept Personnel & Benefits Expense		244,225.27	318,658.52	23,385.56	297,402.28	356,891	83%
Repair/Maint - Equip	01-5-230-6020	2,148.82	5,331.66	368.15	5,873.24	6,150	95%
Other Professional Services	01-5-230-6190	45,845.84	45,691.08	2,958.32	42,981.52	46,000	93%
Telephone	01-5-230-6200	2,442.80	2,002.33	164.36	1,720.35	3,000	57%
Postage	01-5-230-6210	778.04	6,279.70	0.00	2,565.43	3,000	86%
Printing & Publishing	01-5-230-6220	1,418.31	2,504.48	100.00	2,364.32	2,800	84%
Building Department - Contractual Expenses		52,633.81	61,809.25	3,590.83	55,504.86	60,950	91%
Office Supplies	01-5-230-7020	3,428.80	6,616.86	226.88	6,620.17	6,950	95%
Gas & Oil	01-5-230-7030	781.67	625.68	33.93	525.88	2,200	24%
Miscellaneous Expense	01-5-230-7900	573.70	1,142.81	0.00	343.92	1,000	34%
Operating Transfer Out	01-5-230-9999	0.00	0.00	0.00	0.00	0	0%
Building Department - Supplies Expenses		4,784.17	8,385.35	260.81	7,489.97	10,150	74%
Total Building Department Expenses		301,643.25	388,853.12	27,237.20	360,397.11	427,991	84%
NET - BUILDING DEPARTMENT		(7,133.11)	30,906.22	(15,273.51)	(197,638.53)	(80,808)	245%
Civil Defense Department							
RE Tax - Civil Defense	01-4-240-4010	7,016.79	7,032.46	0.00	7,030.74	7,000	100%
Miscellaneous Revenues	01-4-240-4900	0.00	25,285.36	0.00	631.35	0	#DIV/0!
Miscellaneous Expense	01-5-240-7900	5,316.00	30,687.50	0.00	78,662.22	7,000	1124%
NET - CIVIL DEFENSE DEPARTMENT		1,700.79	1,630.32	0.00	(71,000.13)	0	#DIV/0!

Street Department	Account #	Actual FY 16	Actual FY 17	Month of March	YTD Actual for FY 18	Budget FY 18	92% of budget
RE Tax - Road & Bridge	01-4-310-4010	318,291.15	320,508.22	0.00	320,365.58	320,000	100%
Grants	01-4-310-4150	0.00	0.00	0.00	60,503.12	0	0%
Sidewalk/Driveway/Lot Grading	01-4-310-4350	2,040.00	2,940.00	60.00	2,100.00	2,000	105%
Miscellaneous Revenues	01-4-310-4900	4,457.00	5,374.04	0.00	1,473.63	3,000	0%
Expense Reimbursement	01-4-310-4940	55,491.03	67,971.36	2,295.00	16,528.01	10,000	0%
Expense Reimbursement	01-5-310-4940	21,482.44	(18,583.89)	(26,078.44)	(188,834.78)	10,000	-1888%
Sale of Assets	01-4-310-4950	0.00	7,100.00	0.00	0.00	-	#DIV/0!
Street Department - Revenues		401,761.62	385,309.73	(23,723.44)	212,135.56	345,000	61%
Salaries - Regular - FT	01-5-310-5010	560,395.75	583,028.64	45,144.72	535,261.80	609,950	88%
Overtime	01-5-310-5040	34,966.56	42,551.26	2,584.40	35,404.16	40,000	89%
Health Insurance	01-5-310-5130	200,768.14	219,296.47	19,639.13	201,203.24	238,292	84%
Uniform Allowance	01-5-310-5140	13,395.61	13,047.28	1,686.67	14,227.97	15,000	95%
Training	01-5-310-5152	218.80	710.00	93.10	143.10	1,500	10%
Street Dept - Personnel & Benefits Expenses		809,744.86	858,633.65	69,148.02	786,240.27	904,742	87%
Repair/Maint - Storm Drain	01-5-310-6001	25,575.95	24,632.80	979.68	26,056.44	25,000	104%
Repair/Maint - St/Parking Lot	01-5-310-6002	85,266.60	87,243.71	1,451.44	111,797.40	95,000	118%
Repair/Maint - Sidewalk/Curb	01-5-310-6003	59,126.55	43,102.36	(335.00)	54,398.93	50,000	109%
Repair/Maint - Building	01-5-310-6010	21,553.74	19,295.50	237.28	13,486.75	15,000	90%
Repair/Maint - Equipment	01-5-310-6020	117,438.34	82,224.48	10,499.35	95,615.59	130,000	74%
Repair/Maint - Traffic Signal	01-5-310-6024	25,204.17	81,592.52	23,904.72	71,679.51	43,000	167%
Telephone/Utilities	01-5-310-6200	5,882.78	7,166.18	732.72	6,373.50	6,000	106%
Leaf Clean-up/Removal	01-5-310-6826	14,871.55	10,592.30	0.00	9,000.00	15,000	60%
Street Department - Contractual Expenses		354,919.68	355,849.85	37,470.19	388,408.12	379,000	102%
Office Supplies	01-5-310-7020	3,480.02	6,919.17	80.63	4,211.94	6,600	64%
Gas & Oil	01-5-310-7030	56,987.58	49,327.64	12,981.81	65,579.48	85,000	77%
Operating Supplies	01-5-310-7040	28,232.27	29,559.93	2,642.22	29,924.03	21,000	142%
Miscellaneous Expense	01-5-310-7900	15,946.29	1,179.69	0.00	1,165.00	2,000	0%
Street Department - Supplies Expenses		104,646.16	86,986.43	15,704.66	100,880.45	114,600	88%
Equipment	01-5-310-8200	40,200.50	0.00	0.00	0.00	0	0%
Total Street Department Expenses		1,309,511.20	1,301,469.93	122,322.87	1,275,528.84	1,398,342	91%
NET - STREET DEPARTMENT		(907,749.58)	(916,160.20)	(146,046.31)	(1,063,393.28)	(1,053,342)	101%
Street Lighting							
RE Tax - Street Lighting	01-4-330-4010	210,358.51	210,318.07	0.00	200,385.68	200,000	100%
Expense Reimbursement	01-5-330-4940	0.00	0.00	0.00	0.00	0	0%
Repair/ Maint - Street Light	01-5-330-6022	40,372.55	74,151.47	12,441.50	37,546.13	40,000	94%
Street Lighting - electricity	01-5-330-6310	289,863.60	285,611.12	24,338.46	231,303.87	300,000	77%
NET - STREET LIGHTING		(119,877.64)	(149,444.52)	(36,779.96)	(68,464.32)	(140,000)	49%

	Account #	Actual FY 16	Actual FY 17	Month of March	YTD Actual for FY 18	Budget FY 18	92% of budget
Landfill Department							
RE Tax - Refuse/Landfill	01-4-335-4010	65,107.74	45,081.73	0.00	45,101.85	45,000	100%
Miscellaneous Revenue	01-4-335-4900	0.00	0.00	0.00	0.00	0	0%
Miscellaneous Expenses	01-5-335-7900	69,411.65	47,563.60	0.00	68,040.23	79,000	86%
NET - GARBAGE DEPARTMENT		(4,303.91)	(2,481.87)	0.00	(22,938.38)	(34,000)	67%
Forestry Department							
RE Tax - Forestry	01-4-340-4010	40,073.87	40,081.62	0.00	35,081.34	35,000	100%
Other Fees	01-4-340-4490	0.00	0.00	0.00	0.00	0	0%
Miscellaneous	01-4-340-4900	0.00	0.00	0.00	0.00	0	0%
Forestry Department Revenues		40,073.87	40,081.62	0.00	35,081.34	35,000	100%
Repair/ Maint - Other	01-5-340-6090	0.00	0.00	0.00	0.00	0	0%
Tree Removal or Purchase	01-5-340-6850	135,380.00	127,536.00	0.00	76,935.98	80,000	96%
Miscellaneous Expense	01-5-340-7900	0.00	0.00	0.00	0.00	1,000	0%
Forestry Department Expenses		135,380.00	127,536.00	0.00	76,935.98	81,000	95%
NET - FORESTRY DEPARTMENT		(95,306.13)	(87,454.38)	0.00	(41,854.64)	(46,000)	0%
Engineering Department							
Engineering	01-5-360-6140	19,061.00	387.50	0.00	31,641.67	27,000	117%
Subdivision Expense	01-5-360-6824	3,196.75	8,735.00	0.00	1,508.00	10,000	15%
Office Supplies	01-5-360-7020	5,391.40	7,023.73	327.80	6,171.31	8,900	69%
Gas & Oil	01-5-360-7030	0.00	0.00	0.00	0.00	-	0%
NET - ENGINEERING DEPARTMENT		(27,649.15)	(16,146.23)	(327.80)	(39,320.98)	(45,900)	86%
Health / Social Services							
Council on Aging	01-5-410-6830	23,000.00	33,000.00	0.00	23,000.00	23,000	100%
Demolition / Nuisance	01-5-410-6832	0.00	0.00	0.00	2,105.00	5,000	42%
NET - HEALTH / SOCIAL SERVICES		(23,000.00)	(33,000.00)	0.00	(25,105.00)	(28,000)	90%
Economic Development							
Planning Dept Services	01-5-610-6150	87,147.18	52,650.00	0.00	24,051.00	47,000	51%
Economic / Business	01-5-610-6840	73,000.00	73,000.00	0.00	73,000.00	73,000	100%
Tourism	01-5-610-6842	2,000.00	5,500.00	0.00	0.00	7,000	0%
Historic Preservation	01-5-610-6844	4,492.89	20,357.87	0.00	32,819.66	12,800	256%
NET - ECONOMIC DEVELOPMENT		(166,640.07)	(151,507.87)	0.00	(129,870.66)	(139,800)	93%
Ag Tech Initiatives Dept							
Federal Grants	01-4-620-4160	0.00	0.00	0.00	0.00	0	0%
Other Contractual Services	01-5-620-6890	0.00	0.00	0.00	0.00	0	0%
NET - AG TECH INITIATIVES DEPT		0.00	0.00	0.00	0.00	0	0%
Utility Tax Dept.							
Utility Tax - Electric	01-4-751-4131	1,450,229.36	1,393,783.95	113,935.62	1,254,991.75	1,475,916	85%
Utility Tax - Gas	01-4-751-4132	279,364.59	308,338.72	46,719.86	290,007.91	312,932	93%
Utility Tax - Telephone	01-4-751-4133	341,413.44	300,448.75	20,731.59	242,213.91	328,570	74%
Expense Reimbursement	01-4-751-4940	7,500.00	0.00	21,593.21	40,938.89	0	0%
Columbia Ave.	01-5-751-8040	450,000.00	450,000.00	0.00	0.00	0	0%
Downtown Streetscape	01-5-751-8052	32,666.25	644,463.91	0.00	0.00	0	0%
Downtown Pavement Project	01-5-751-8054	0.00	294,850.55	0.00	0.00	0	0%
Tripp Rd. Reconstruction	01-5-751-8056	0.00	0.00	21,593.21	40,488.89	350,000	12%
Southside Stormsewer Study	01-5-751-8058	0.00	0.00	0.00	75,437.23	0	0%
Bellwood Detention Basin	01-5-751-8060	0.00	0.00	940.50	18,931.50	250,000	8%
		1,595,841.14	613,256.96	180,446.57	1,693,294.84	1,517,418	112%
TOTAL GENERAL FUND REVENUES		16,283,714.98	17,079,016.60	799,739.02	15,505,341.78	17,343,164	89%
TOTAL GENERAL FUND EXPENSES		16,086,615.01	17,079,016.60	1,059,665.74	15,089,350.81	17,327,670	87%
NET REV OVER (UNDER) EXP		197,099.97	0.00	(259,926.72)	415,990.97	15,494	

CASH FLOW STATEMENT FOR WATER / SEWER FUND as of March 31, 2018

Water / Sewer General Administration

Line Item	Account #	Actual FY 16	Actual FY 17	Month of March	Actual FY 18	Budget FY 18	91.67% used
Beginning Cash & Investments		75,456	75,606		75,607.08	75,606	
Interest Income-sweep acct	61-4-110-4600	0	0	0.00	26.00	0	
Miscellaneous Revenues	61-4-110-4900	150	0	0.00	0.00	0	
Operating Transfer Out	61-5-110-9999	0		0.00	0.00	0	
Ending Cash		75,606	75,606	0.00	75,633.08	75,606	

Water Department

Line Item	Account #	Actual FY 16	Actual FY 17	Month of March	Actual FY 18	Budget FY 18	91.67% used
Beginning Cash & Investments		1,080,018	697,162		590,507.63	714,893	
Water Consumption	61-4-810-4500	2,213,451	2,118,914	190,018.18	2,012,100.52	2,363,702	85%
Dep on Agr - Westhill	61-4-810-4521	8,095	3,786	0.00	0.00	0	0%
Meters Sold	61-4-810-4530	90,456	93,879	91,998.65	175,872.97	88,702	198%
Other Services	61-4-810-4590	5,967	5,547	718.50	7,103.50	7,500	95%
W/S Interest	61-4-810-4600	0	0	195.30	1,911.58	-	0%
Miscellaneous Revenues	61-4-810-4900	0	6,450	0.00	0.00	0	0%
Expense Reimbursement	61-4-810-4940	24,361	6,196	0.00	39,266.90	0	0%
Sale of Assets	61-4-810-4950	0	1,925	0.00	0.00	0	0%
Operating Transfers-In	61-4-810-9998	0	0	0.00	0.00	-	0%
Total Water Department Revenues		2,342,330	2,236,696	282,930.63	2,236,255.47	2,459,904	91%
Salaries - Regular - FT	61-5-810-5010	528,948	555,858	41,622.11	524,006.39	590,454	89%
Overtime	61-5-810-5040	26,707	34,276	932.10	28,055.48	38,000	74%
FICA Water	61-5-810-5079	50,382	51,932	3,654.07	45,643.66	45,965	99%
IMRF	61-5-810-5120	77,466	79,941	5,251.17	68,405.61	79,222	86%
Group Health Insurance	61-5-810-5130	192,305	214,738	20,691.74	226,134.36	227,735	99%
Uniform Allowance	61-5-810-5140	7,846	6,484	783.46	6,338.48	14,000	45%
Rep& Maint-Infrastructure	61-5-810-6000	72,790	68,065	2,703.70	124,678.54	63,900	195%
Rep& Maint - Buildings	61-5-810-6010	18,336	27,173	1,523.69	14,404.82	24,500	59%
Rep& Maint - Equipment	61-5-810-6020	65,019	51,773	54.65	26,044.87	13,000	200%
Rep& Maint - Vehicles	61-5-810-6030	21,012	18,417	(304.48)	10,800.54	20,000	54%
Rep& Maint - Contractual	61-5-810-6040	87,322	102,795	1,818.43	59,383.04	85,000	70%
Other Professional Serv	61-5-810-6190	3,399	4,118	0.00	1,847.23	12,000	15%
Telephone	61-5-810-6200	9,548	8,259	731.92	7,421.22	9,000	82%
Postage	61-5-810-6210	15,322	15,304	888.48	16,225.57	19,000	85%
Utilities	61-5-810-6300	217,295	311,597	22,469.49	202,535.29	270,000	75%
Office Equip Rental/Maint	61-5-810-6410	36,524	32,006	1,373.53	28,797.07	32,750	88%
Liability Insurance	61-5-810-6800	108,510	110,328	0.00	111,448.34	134,200	83%
Lab Expense	61-5-810-6812	25,494	27,337	1,177.56	22,570.14	33,200	68%
Office Supplies	61-5-810-7020	8,097	8,298	739.85	6,914.88	9,000	77%
Gas & Oil	61-5-810-7030	18,594	15,226	1,738.01	14,413.22	23,000	63%
Operating Supplies	61-5-810-7040	64,854	70,770	8,551.96	55,406.63	65,000	85%
Chemicals	61-5-810-7050	89,978	59,764	2,273.58	69,149.29	90,000	77%
Meters	61-5-810-7060	51,632	42,939	2,272.00	39,705.40	20,000	199%
Bad Debt Expense	61-5-810-7850	2,055	2,118	0.00	248.49	2,000	12%
Miscellaneous Expense	61-5-810-7900	12,321	5,168	280.28	3,645.97	9,000	41%
Equipment	61-5-810-8200	0	0	0.00	0.00	0	0%
Transfer Out	61-5-810-9999	500,000	0	0.00	0.00	0	0%
Depreciation Set Aside		296,703	305,604	26,231.00	288,541.00	314,772	92%
Bond Pmt Set Aside		120,000	141,200	17,779.17	195,570.87	213,350	92%
Total Water Department Expenses		2,728,460	2,371,488	165,237.47	2,198,336.40	2,458,048	89%
NET WATER DEPARTMENT		(386,130)	(134,792)	117,693.16	37,919.07	1,856	
Change in Accounts Receivable (YTD)		3,276	28,419		(25,748.08)		
Ending Cash & Investments		697,162	590,789		602,678.62	716,749	

CASH FLOW STATEMENT FOR WATER / SEWER FUND as of March 31, 2018

Sewer Department

Line Item	Account #	Actual FY 16	Actual FY 17	Month of March	Actual FY 18	Budget FY 18	91.67% used
Beginning Cash & Investments		1,055,724	1,284,737		965,294.53	855,620	
Interest Income							
Sewer Consumption	61-4-820-4500	3,488,838	3,103,395	288,403.99	3,123,911.80	3,275,147	95%
Dep on Agr - Westhills	61-4-820-4521	4,691	2,978	0.00	0.00	0	0%
Meters Sold	61-4-820-4530	85,694	92,544	1,191.50	9,521.00	88,702	11%
Other Services	61-4-820-4590	54,634	92,574	1,564.17	26,619.19	23,000	116%
WWT Interest	61-4-820-4600	0	0	101.87	548.63	0	#DIV/0!
Miscellaneous Revenues	61-4-820-4900	2,822	2,153	0.00	99.60	0	0%
Expense Reimbursement	61-4-820-4940	17,492	0	0.00	122,246.70	0	0%
Operating Transfers-In	61-4-820-9998	0	500,000	0.00	0.00	500,000	0%
Total Sewer Department Revenues		3,654,171	3,793,643	291,261.53	3,282,946.92	3,886,849	84%
Salaries - Regular - FT							
Overtime	61-5-820-5040	54,776	44,286	7,518.00	45,193.58	55,000	82%
FICA WWTP	61-5-820-5079	39,892	39,653	3,372.58	37,136.57	48,091	77%
IMRF	61-5-820-5120	84,237	82,421	6,083.18	71,500.86	82,944	86%
Group Health Insurance	61-5-820-5130	193,555	207,899	18,657.13	215,494.04	232,417	93%
Dental Claims	61-5-820-5131	0	0	0.00	0.00	0	0%
Uniform Allowance	61-5-820-5140	18,081	18,158	2,073.92	16,582.16	16,000	104%
Travel	61-5-820-5151	170	0	0.00	0.00	0	0%
Rep & Maint - Lift Stations	61-5-820-6005	21,011	50,022	2,035.17	26,022.87	18,000	145%
Rep & Maint - Buildings	61-5-820-6010	46,681	19,652	15,820.07	87,085.28	100,000	87%
Rep & Maint - Equipment	61-5-820-6020	87,630	88,281	1,671.26	48,362.83	0	0%
Rep & Maint - Vehicles	61-5-820-6030	21,955	29,626	0.00	14,190.62	25,000	57%
Rep & Maint - Contractual	61-5-820-6040	4,756	28,275	1,173.42	12,668.85	0	0%
Other Professional Serv	61-5-820-6190	58,304	76,824	1,640.61	101,899.32	73,500	139%
Telephone	61-5-820-6200	10,336	10,153	660.44	7,834.79	11,000	71%
Postage	61-5-820-6210	15,314	15,123	888.47	16,086.35	16,500	97%
Utilities	61-5-820-6300	227,659	208,399	16,385.12	174,490.24	230,000	76%
Office Equip Rental/Maint	61-5-820-6410	2,576	4,224	228.55	2,848.16	6,000	47%
Liability Insurance	61-5-820-6800	122,323	131,014	0.00	132,344.90	158,521	83%
Lab Expense	61-5-820-6812	33,099	36,420	654.36	20,099.09	50,000	40%
Sludge Disposal	61-5-820-6814	7,531	9,871	625.69	6,131.19	10,000	61%
Office Supplies	61-5-820-7020	12,646	5,682	739.85	6,997.26	8,000	87%
Gas & Oil	61-5-820-7030	15,402	14,368	6,558.87	17,954.79	35,000	51%
Operating Supplies	61-5-820-7040	20,296	23,637	1,104.90	18,825.91	15,000	126%
Chemicals	61-5-820-7050	26,958	35,011	2,276.65	19,867.15	75,000	26%
Meters	61-5-820-7060	3,951	12,258	2,272.00	28,304.40	20,000	142%
Bad Debt Expense	61-5-820-7850	2,873	2,665	0.00	304.59	4,000	8%
Miscellaneous Expenses	61-5-820-7900	4,125	4,241	0.00	604.75	5,000	12%
Equipment	61-5-820-8200	0	0	0.00	0.00	0	0%
Operating Transfer Out	61-5-820-9999	500,000	500,000	0.00	0.00	500,000	0%
Depreciation Set Aside		439,763	452,955	38,878.67	427,665.37	467,000	92%
Bond Pmt Set Aside		245,500	332,395	28,195.83	310,154.13	338,350	92%
		2,873,022	3,048,534	201,292.95	2,397,492.66	3,201,566	75%
Sewer Department							
Collection System Expenses							
Salaries - Regular - FT	61-5-830-5010	274,308	282,807	21,892.83	262,662.51	287,187	91%
Overtime	61-5-830-5040	22,572	22,941	2,933.55	22,698.30	30,000	76%
FICA Sewer	61-5-830-5079	17,820	20,088	1,899.22	21,830.08	24,265	90%
IMRF	61-5-830-5120	43,222	43,336	3,063.59	36,358.81	42,482	86%
Group Health Insurance	61-5-830-5130	91,181	99,658	9,052.71	92,750.38	108,409	86%
Uniform Allowance	61-5-830-5140	4,681	4,300	714.95	4,422.43	6,600	67%
Rep & Maint - Infrastructure	61-5-830-6000	23,834	34,372	598.11	36,801.44	40,000	92%
Rep & Maint - Equipment	61-5-830-6020	11,358	4,127	54.65	23,762.41	12,000	198%
Rep & Maint - Vehicles	61-5-830-6030	10,916	29,748	440.14	9,357.16	20,000	47%
Office Equip Rent/Maint	61-5-830-6410	31,710	26,120	1,144.96	25,866.79	30,300	85%
Gas & Oil	61-5-830-7030	8,392	7,607	983.85	7,480.49	10,000	75%
Operating Supplies	61-5-830-7040	14,312	16,402	1,533.45	13,612.57	20,000	68%

Sewer Department

	Account #	Actual FY 16	Actual FY 17	Month of March	Actual FY 18	Budget FY 18	91.67% used
Misc. Expense	61-5-830-7900	1,061	1,182	0.00	279.45	2,750	10%
Equipment	61-5-830-8200	0	0	0.00	0.00	0	0%
Total Sewer Department Expenses		3,428,389	3,641,224	245,604.96	2,955,375.48	3,835,559	77%
NET SEWER DEPARTMENT		225,782	152,419	45,656.57	327,571.44	51,290	
Change in Accounts Receivable		3,234	28,419.08		(26,388.89)		
Ending Cash & Investments		1,284,737	965,575		1,266,477.08	406,910	

Bond Reserves (necessary per bond ordinances) - was 06-15

Beginning Cash & Investments	585,160	586,815		588,709.33	586,815	
Additional reserves	0	0	0	0	0	0%
Interest Income	1,655	1,894	0.00	2,988.60	0	0%
Ending Cash & Investments	586,815	588,709		591,697.93	586,815	

Connection Fees (plant expansion) / Deposits on Agreement (system extensions) Accounting - was 05-10

Beginning Cash & Investments	4,005,992	3,719,983		3,981,392.11	3,807,782		
Sources							
Interest Income		14,737	16,868	0.04	26,613.04	20,000	133%
Connection Fees	61-4-810-4510	9,935	66,291	3,974.00	44,887.18	24,000	187%
Deposits on Agreement	61-4-810-4520	5,247	660	110.00	990.00	5,000	20%
Connection Fees	61-4-820-4510	18,558	108,609	8,820.00	86,917.41	28,800	302%
Deposits on Agreement	61-4-820-4520	432	75,331	778.00	4,649.00	10,000	46%
Connection Fee Set-Aside		500,000	0	0.00	0.00	0	0%
TOTAL Sources		548,909	267,759	13,682.04	164,056.63	87,800	187%
Uses							
Construction in Progress - Water (1790)		493,889	6,350	0.00	0.00	0	#DIV/0!
Construction in Progress - Sewer (1790)		0	0	0.00	0.00	0	0%
Equipment & Vehicles (1750)		0	0	0.00	0.00	0	0%
Recapture Refunds		0	0	0.00	0.00	0	0%
Building (1730)		341,030	0	0.00	0.00	0	0%
Loan to Depreciation Fund		0	0	0.00	106,777.52	2,100,000	0%
TOTAL Uses		834,919	6,350	0.00	106,777.52	2,100,000	5%
Ending Cash & Investments		3,719,983	3,981,392		4,038,671.22	1,795,582	

Line Item	Account #	Actual FY 16	Actual FY 17	Month of March	Actual FY 18	Budget FY 18	91.67% used
Depreciation Funding - was 04-09 and 06-08							
Beginning Cash & Investments		2,777,210	3,042,622		2,204,049.42	2,686,181	
Sources							
Interest Income		11,912	13,634	0.02	21,511.52	15,000	143%
Loan Funds		0	0	0.00	0.00	0	0%
Grant		0	0	0.00	0.00	0	0%
Misc.		0	0	0.00	0.00	0	0%
Depreciation set aside - Water (for Plant)		82,326	84,796	26,231.00	288,541.00	314,772	92%
Depreciation set aside - Water (for System)		214,377	220,808	0.00	0.00	0	0%
Depreciation set aside - Sewer (for System)		145,680	150,050	38,878.67	427,665.37	966,544	44%
Depreciation set aside - Sewer (for Repl)		794,083	802,905	0.00	0.00	0	0%
Loan From Connection Fees		0	0	0.00	106,777.52	2,100,000	5%
TOTAL Sources		1,248,378	1,272,193	65,109.69	844,495.41	3,396,316	25%
Uses							
Construction in Progress - Water (1790)		191,172	524,890	310.00	559,317.91	415,000	135%
Construction in Progress - Sewer (1790)		72,235	1,530,519	102,616.43	777,930.44	2,150,000	36%
Equipment & Vehicles (1750 & 1760))		696,093	55,356	0.00	250,716.18	379,000	66%
Buildings		23,466	0	0.00	0.00	0	0%
Infrastructure		0	0	0.00	0.00	0	0%
Sewer-Repl Equip (part of 820-8200)		0	0	0.00	0.00	0	0%
TOTAL Uses		982,966	2,110,765	102,926.43	1,587,964.53	2,944,000	54%
Ending Cash & Investments		3,042,622	2,204,049		1,460,580.30	3,138,497.00	

Bond Payments Accounting - was 06-10 and 06-13

Beginning Cash & Investments		240,873	200,263		122,162.91	200,231	
Sources							
Interest Income		2,007	2,297	0.01	3,623.60	2,500	145%
Bond Proceeds	61-4-110-4901	0	0	0.00	0.00	0	0%
Operating Transfers-In	61-4-110-9998	0	0	0.00	0.00	-	0%
Bond Pmt Set Aside		365,500	473,595	45,975.00	505,725.00	551,700	92%
TOTAL Sources		367,507	475,892	45,975.01	509,348.60	554,200	92%
Uses							
Debt Service - Principal	61-5-110-8910	349,505	501,068	0.00	502,334.80	502,335	100%
Interest Expense	61-5-110-8920	58,612	52,924	0.00	44,256.86	44,257	100%
Fiscal Charges	61-5-110-8930	0	0	0.00	0.00	-	0%
Bond Issuance Costs	61-5-110-9031	0	0	0.00	0.00	0	0%
TOTAL Uses		408,117	553,992	0.00	546,591.66	546,592	100%
Ending Cash & Investments		200,263	122,163		84,919.85	207,839.00	

Gross Revenues (excludes set asides)	6,561,134	6,315,923	652,983.90	5,711,408.74	5,952,053
Gross Expenditures (excludes set asides)	6,780,887	6,951,665	402,684.19	6,173,114.22	7,950,727
NET CASH FLOW	(219,753)	(635,744)	250,299.71	(461,705.48)	(1,998,674)

Minutes
Committee of the Whole
Building, Planning, Zoning and Public Works
April 9, 2018
6:00 p.m.

Call to Order – Mayor Chamberlain.

Roll Call: Present: M. Borowicz, R. Brooks, W. Frank, M. Freeman,
T. Porter, T. Ratcliffe, M. Sanderson, D. Snow and C. Stevens.
Absent: G. Crawford.

Department Heads and City personnel in attendance:
Budget and Finance Director Becky Tobin, Public Works Director Brent Anderson,
City Attorney Drella and City Clerk Arco.

Public Comment:

Public Forum: None.

Reports of Officers, Boards and Special Committees:

1. Building, Planning and Zoning, Unfinished Business: None.
2. Building, Planning and Zoning, New Business: None.
3. Public Works, Unfinished Business: None.
4. Public Works, New Business:

(A) Habitat for Humanity 2018 Project.

Motion by Ald. Sanderson, 2nd by Ald. Ratcliffe to approve the water and sewer connection fees and meter fees be waived and that Habitat for Humanity reimburse the City for direct expenses for the installation of a sanitary sewer service and water service to the property line of 315 Gilman Avenue. Aye voice vote carried. Motion carried.

(B) Intergovernmental Agreement for Painted Pavement Markings.

Motion by Ald. Snow, 2nd by Ald. Borowicz to approve the three year Intergovernmental Agreement with the City of Rockford for our annual Painted Pavement Marking Program. Aye voice vote carried. Motion carried.

(6) Special Messages and Proclamations:

(A) Proclamation Honoring the Belvidere Barracudas Swim Team
Small State Champions – presented to Head Coach Matthew Kopald.

(B) Veto message from Mayor Chamberlain (Alley between E. 8th and E. 9th)

(7) Approval of Expenditures: None.

(8) Committee Reports & Minutes of City Officers:

(A) Belvidere Police Department Overtime Report of March 13, 2018 through
March 22, 2018.

(B) Belvidere Fire Department Overtime Report of March 7, 2018 and
March 14, 2018 through March 27, 2018.

Let the record show these reports and minutes were placed on file.

(C) Minutes of Committee of the Whole – Public Safety and Finance and
Personnel of March 26, 2018.

Motion by Ald. Sanderson, 2nd by Ald. Borowicz to approve the minutes of Committee of the Whole – Public Safety and Finance and Personnel of March 26, 2018. Roll Call Vote: 9/0/1 in favor. Ayes: Brooks, Crawford, Frank, Freeman, Porter, Sanderson, Snow, Stevens and Borowicz. Nays: None. Abstain: Ratcliffe. Motion carried.

(9) Unfinished Business:

(A) Ord. #394H – 2nd Reading: An Ordinance Granting a Special Use for a
Planned Development within the PI, Planned Industrial District (Car Wash
2090 Keene Parkway).

Motion by Ald. Sanderson, 2nd by Ald. Borowicz to pass Ord. #394H. Roll Call Vote: 10/0 in favor. Ayes: Crawford, Frank, Freeman, Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz and Brooks. Nays: None. Motion carried.

(10) New Business:

(A) Ord. #395H – 1st Reading: An Ordinance Amending Section 110-221,
Parking Violation Penalty of the City of Belvidere Municipal Code.

(B) Ord. #396H – 1st Reading: An Ordinance Amending Section 14-452,
Registration Fees of the City of Belvidere Municipal Code.

Let the record show Ordinances #395H and #396H were placed on file for first reading.

(C) Resolution for Maintenance under the Illinois Highway Code.

Motion by Ald. Brooks, 2nd by Ald. Porter to forward to City Council the Resolution for Maintenance under the Illinois Highway Code. Aye voice vote carried. Motion carried.

(D) Well #7 Chemical Treatment – Phase II – for information only.

5. Other:

(A) Block Party Request – Bliss Street.

Motion by Ald. Brooks, 2nd by Ald. Borowicz to approve the block party request at 1508 Bliss Street on May 26, 2018 from 3 p.m. until 10 p.m. Aye voice vote carried. Motion carried.

(B) Executive Session to discuss Collective Bargaining Matters pursuant to Section 2 (c) (2) – IUOE.

Motion by Ald. Sanderson, 2nd by Ald. Borowicz to move into Executive Session at 6:10 p.m. to discuss Collective Bargaining Matters pursuant to Section 2 (c) (2) – IUOE. Roll Call Vote: 9/0 in favor. Ayes: Borowicz, Brooks, Frank, Freeman, Porter, Ratcliffe, Sanderson, Snow and Stevens. Nays: None. Motion carried.

Motion by Ald. Frank, 2nd by Ald. Brooks to move out of Executive Session at 6:22 p.m. Roll Call Vote: 9/0 in favor. Ayes: Brooks, Frank, Freeman, Porter, Ratcliffe, Sanderson, Snow, Stevens and Borowicz. Nays: None. Motion carried.

6. Adjournment:

Motion by Ald. Brooks, 2nd by Ald. Borowicz to adjourn meeting at 6:23 p.m. Aye voice vote carried. Motion carried.

_____ Mayor

Attest: _____ City Clerk

RESOLUTION #2072-2018:
A RESOLUTION AUTHORIZING
THE EXECUTION OF A COLLECTIVE
BARGAINING AGREEMENT WITH THE INTERNATIONAL
UNION OF OPERATING ENGINEERS LOCAL 150

IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of Belvidere as follows:

The Mayor is hereby authorized to execute and the Clerk is authorized and directed to attest the attached Collective Bargaining Agreement between the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 150 and the City of Belvidere, Boone County Illinois.

Approved:

Mayor

Attest:

City Clerk

Ayes:

Nays:

Approved:

SPONSOR:

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF BELVIDERE

AND

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150, PUBLIC EMPLOYEE DIVISION**

EFFECTIVE MAY 1, 2018

THROUGH

APRIL 30, 2022

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to maintain and improve productivity and efficient operations, to specify wages, hours, benefits and other working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the **CITY OF BELVIDERE** (hereafter referred to as the “Employer”) and the **INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 150, PUBLIC EMPLOYEES DIVISION** (hereafter referred to as the “Union”), on behalf of certain employees described in Article 2.

ARTICLE 1

CITY RIGHTS

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 infringing upon their responsibility to the people of the City.

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) The City maintains the right to subcontract any work of any kind;
- (j) The City maintains the right to enforce all existing applicable state statutes, City ordinances and City rules and regulations.

These management rights shall not be the basis of a grievance; provided, however, that nothing in this Article shall be deemed to deny the right of the Union or any employee covered by this Agreement to submit a grievance claiming or charging that a violation of any other Article of this Agreement has occurred or to submit a grievance claiming that the exercise of the above management rights constitutes a violation of any other Article of this Agreement.

ARTICLE 2

RECOGNITION

2.1 Recognition and Coverage.

The employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for Employees within the following collective bargaining unit within the Public Works Department, as certified by the Illinois State Labor Relations Board, Case No. RC-92-37:

INCLUDED: All full-time Employees of the City of Belvidere Public Works Department in the classifications of Foreman, Specialist, Skilled Operator, Probationary Service/Maintenance, Semi-Skilled Operator, Skilled Secretary, Intermediate Secretary/Office and Clerical and Probationary Secretary/Office and Clerical.

EXCLUDED: The Director of Public Works, City Engineer, Assistant City Engineer, Water Meter Reader, Superintendent of the Street Section, Superintendent of the Water Section and Superintendent of the Sewer Section; all Supervisory, Managerial and Confidential Employees, as defined in the IPLRA; all other Employees of the City and all other persons excluded from coverage by the IPLRA.

2.2 Union Membership.

Non Union Employees shall not, as a condition of employment, be required to become members of the Union.

2.3 Payroll Deduction.

The Employer agrees to deduct from the pay of those Employees (who are Union members and individually request it) any or all of the following:

- (a) Union Working Assessments.

Requests for the above shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable state statute.

Upon receipt of an appropriate written authorization from an Employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis, at the address designated in writing by the Union. The Union shall advise the Employer of any increases in working assessments in writing at least thirty (30) days prior to its effective date.

2.4 Fair Share.

Pursuant to Section 3(g) of the Illinois State Labor Relations Act and amendments thereto, Employees covered by this Article who are not members of the Union or do not make application for membership shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

Upon receipt of an appropriate written authorization from the employee, the proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois State Labor Relations Act, shall be deducted by the employer from the earnings of the non-member Employee each pay period.

The amount of the above Employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the Employee, Social Security number, address and the individual Employee deduction(s), along with deductions remitted pursuant to this Article.

2.5 Check off/Fair Share Deductions.

The Employer agrees to deduct from each pay period working assessments made pursuant to this Article. From the pay of those Employees who are Union members covered by this agreement, and who individually, on a form provided by the Union, request in writing that such deductions be made.

The Union shall certify the current amount of the Union deductions. A Union member desiring to revoke their Union membership may do so by written notice to the Employer and Union, whereupon, such Employee shall pay their fair share amount in accordance with Section 2.4 of this Article.

2.6 Indemnification.

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability (including, but not limited to, reasonable attorney's fees) arising from any action taken by the Employer in complying with this Article.

2.7 Appeal Procedure

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

2.8 Bulletin Boards

The Employer agrees to allow the Union to post a bulletin board in a common area of the Public Works 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 Union information.

2.9 New Departments or Classifications.

If the City of Belvidere creates any new departments or classifications within the Public Works Department, it agrees to negotiate with the Union over wages and working conditions of Employees within that new department or classification, other than supervisory, managerial, professional and confidential Employees, as defined in the IPLRA.

2.10 Labor-Management Meetings.

The Union and the Employer mutually agree that in the interest of efficient management and harmonious Employee relations, meetings shall be held between Union and Employer representatives at such times as may be mutually agreed upon the parties, and shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties; and,

- (c) The identification of possible health and safety concerns.

The Union representative may attend these meetings.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedures. Either party may submit an agenda to the other within one (1) week prior to the mutually agreed to meeting date and time. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union stewards if such meetings are scheduled during normal working hours.

2.11 Union Activity During Working Hours.

Employees shall be allowed a reasonable amount of time to investigate grievances after giving appropriate notice to and obtaining the approval of the department superintendent or his designee, and shall be allowed to attend grievance hearings and other activities of such nature if established by this contract, if such Employees are entitled or required to attend such meetings by virtue of being Union stewards or participants in grievance hearings.

2.12 Time Off for Union Activities.

Union stewards shall be allowed time off without pay for legitimate Union business such as Union meetings, state or international conventions, provided such representatives give reasonable prior notice of at least two (2) weeks to their supervisor of such absence and such time off will not interfere with the operations of the Employer. Such requests shall not be unreasonably denied. The Employee may utilize any accumulative paid time off in lieu of the Employee taking such time off without pay.

2.13 Union Access to Premises.

The duly authorized representative of the Union shall be allowed access to any job site or premises; provided, however, the representative shall not interfere with any Employee's performance of his duties or with the operations of the Department.

ARTICLE 3

HOURS OF WORK

3.1 Workday/Shift.

The regular workday/shift will be eight (8) consecutive hours of work, excluding lunch periods, within a twenty-four (24) hour period. Lunch periods shall not exceed one (1) hour and shall be

scheduled at approximately the midpoint of the Employee's shift, unless otherwise agreed by the Employee and his supervisor. Each shift shall have a regular starting and quitting time.

3.2 Workweek.

The regular workweek shall be five (5), eight (8)-hour days, Monday through Friday.

3.3 Work Schedules.

Work schedules showing the Employee's shifts and workdays shall be posted on the Thursday preceding applicable workweek. An Employee shall have the same starting time each day of the week posted.

3.4 Modifications of Work Schedule.

Upon the mutual agreement of the Employer and the Union, the hours of work, workdays or workweek of any Employee(s) may be modified.

ARTICLE 4

REST PERIODS

Each employee shall be entitled to a paid thirty (30) minute rest period each full working day, which will be taken at the discretion of the Department Head and/or the Employee's immediate supervisor. Travel to and from work site shall be included as part of the rest break.

ARTICLE 5

OVERTIME AND COMPENSATORY TIME

5.1 General Provisions.

It is understood and agreed that Employees in the Public Works Department may be required to work additional hours or shifts from time to time. Any Employee who is required to perform work in excess of eight hours per day or on Saturdays or Sundays, shall be compensated at the rate of one and one-half times their regular base hourly rate. Employees who are called in for unscheduled work on Sundays or City of Belvidere recognized holidays (Holidays) shall be compensated at the rate of two times their regular base hourly rate. A Holiday shall be the designated day off with pay as set forth in Article 7. Saturdays shall begin at the end of the regular work shift on Friday and end at 11:59 p.m. on Saturday. Sundays shall begin at twelve midnight and end at the beginning of the regular work week on Monday. A Holiday which falls

on a Tuesday, Wednesday or Thursday shall begin at the end of the immediately preceding work day and terminate at the beginning of the next regular work day. A Holiday which is recognized on a Monday shall begin at 12:00 a.m. and shall end at the start of the next regular work shift on Tuesday. A Holiday which is recognized on a Friday shall start at the end of the regular workday on the preceding Thursday and shall end at 11:59 P.M. the day of the Holliday. Vacations, holidays, compensatory time off and paid bereavement leave shall be considered time worked, if the Employee would otherwise have been scheduled to work. Employees shall not unreasonably refuse overtime assignments.

5.2 Assignment of Overtime.

The decision to authorize overtime shall be made at the discretion of the Department Head or his designee. The parties agree and understand that Employees shall not have the right to authorize their own overtime. The Employer agrees that supervisors will not perform bargaining unit work on call backs unless all qualified Employees within the bargaining unit have had the opportunity to work such callback time.

JULIE Locates: For overtime JULIE locates, one employee from the Street Section and one employee from the Water Sewer Section shall be called out. Where safety concerns dictate, the employee may request additional assistance.

5.3 No Pyramiding.

Overtime compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

5.4 Callback Time.

A "callback" is defined as an unscheduled official assignment of work which does not continuously precede or follow an Employee's regularly scheduled work hours. When called in, an Employee shall report to his/her department and record the starting and stopping time on the time clock. Callbacks shall be compensated as the same rates set forth in Section 5.1. An employee called back to work shall be guaranteed a minimum of four (4) hours of straight time pay. An employee called back to work on a City of Belvidere recognized Holiday (Holiday as defined in Section 5.1) shall be guaranteed a minimum of six (6) hours of straight time pay. Employees shall not unreasonably refuse a callback assignment.

5.5 On Call; Pagers/phone.

Within each section, the superintendent shall assign one or more Employees to be on call after the regular work shift and on weekends. Each Employee required to carry a pager/phone or required to

respond to a dialer call will be paid in accordance with Article 5.4 above. For purposes of this Section, a weekend callback shall refer to any callback made after the end of regular work hours on Friday and before the beginning of regular work hours on Monday.

Those employees required to carry a pager/phone will be credited with six (6) hours of comp time per seven (7)-day period so assigned, subject to the accrual and carryover limitations set forth in Section 5.6 below. Employees designated to be on call and receiving pager/phone pay shall be required to respond in a reasonable time period. That shall include acknowledging by telephone the receiving of a page within ten (10) minute and, barring extenuating circumstances outside the control of the Employee, arriving at the work place within thirty (30) minutes of when he/she calls in. Extenuating circumstances shall include, but not be limited to, vehicle failure, impassable roads due to weather conditions, unforeseeable family responsibilities, and illness. Employees will be paged twice five (5) minutes apart and the time periods above will be calculated from the second page. When the on-call person cannot make it, they will roll over that responsibility to the next on-call person.

5.6 Overtime Pay and Compensatory Time Off.

For the purposes of this section, the Employer's compensatory time year shall be from January 1 to December 31 of the applicable calendar year. Employees shall be compensated for all the overtime worked in the applicable compensatory time year as follows:

(a) Employees shall receive compensatory time off in lieu of overtime pay for all overtime hours that are not paid or carried over in accordance with Sections 5.6(b) and 5.6(c) below, up to a maximum of 120 compensatory hours per calendar year. To the extent possible, compensatory time off shall be taken by agreement of the Department Head and the Employee. Compensatory time used by an employee to take care of a child, parent or spouse, if used in blocks of three (3) work days or more and a doctor's slip is provided to the City, shall not be considered part of the 120 hour limit. An Employee shall be permitted to use compensatory time to finish up a work day after working through the night (e.g. for snow call-out, main break or other emergency) even after reaching the 120 hour limit.

(b) Employees may elect to be paid for any overtime hours worked. Payment for earned overtime may be requested at any time during the compensatory time year in which the overtime is worked. Paid overtime requests of twenty (20) hours or more shall be paid in a separate check from the employee's regular paycheck, provided that such requests may be made only twice per month. All other overtime payments shall be part of an Employee's regular paycheck.

(c) Employees may elect to carry over a maximum of forty (40) hours of compensatory time to be taken off in the following compensatory time year.

(d) In the event that the operational requirements of the Department preclude an Employee from using all of his or her compensatory time off in accordance with this Section during the applicable compensatory time year, the Department Head will make a written request to the City Council to allow the Employee to take such excess hours off in the following compensatory time year. If the City Council denies such a request in whole or in part, the Employee shall be paid for the hours not carried over.

5.7 Meal Break.

An employee who is required to work overtime shall be eligible for a meal based on the following:

1. After working four (4) hours prior to or four (4) hours following the normal work day, provided a mealtime is included. A mealtime is hereby defined as 6:00 a.m., 12:00 noon, 6:00 p.m. and 12:00 midnight. The 12:00 noon mealtime applies only to weekend and holiday overtime assignments.
2. Four (4) hours of non-scheduled overtime where a mealtime is included (i.e. 6-12 rules).
3. Meal periods shall not exceed thirty (30) minutes. Additional time shall not be compensated by the City.

ARTICLE 6

VACATION

6.1 Eligibility.

Full-time Employees shall be entitled to paid vacation in accordance with the schedules set forth hereafter. The benefit shall be payable on the Employee's attained service anniversary. One-twelfth (1/12) of the benefit shall be prorated for each consecutive month worked between the Employee's anniversary and separation from employment.

6.2 Amount of Vacation.

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
1 year, but less than 3 years	7 calendar days (5 workdays)
3 years, but less than 7 years	14 calendar days (10 workdays)

7 years, but less than 15 years 21 calendar days
(15 workdays)

15 years and over 28 calendar days
(20 workdays)

“Years of continuous service” shall commence on the Employee’s date of hire.

6.3 Scheduling.

Employees shall be granted vacation time by the Employer in accordance with the Employee’s desires to the extent provided in this Article. On or about November 1, the Department Head or his designee shall post a schedule for each shift for scheduling vacation during January 1 through December 31 of the next fiscal year. The Employees on each shift shall then select their vacation preferences in the order of their seniority, with the most senior Employees having first choice, the next most senior having the second choice, and so on. No Employees will be allowed to schedule or take vacation in increments of less than one-half (1/2) duty day at a time. The vacation periods selected pursuant to this procedure shall be submitted to the Department Head or his designee by the last day of November for review compliance with the scheduling policies as set forth in this Article. The Department Head or his designee shall review the selections and has authority to finalize a vacation schedule for each shift, based on seniority and staffing requirements, on or before December 15. After the vacation schedule has been established, Employees can reschedule or trade previously-scheduled vacation only with two week’s advance written notice and approval of the Department Head or his designee. Ordinarily, requests to reschedule a vacation day will be granted if no other Employee is scheduled off on vacation or if there will be compliance with Employer policies limiting the number of Employees that will be allowed time off at any one time. Such requests will be granted on a first-requested, first received basis. Unscheduled vacation time may be taken at the Employee’s discretion with the approval of the Department Head.

Each Division Superintendent shall allow vacation scheduling according to the following terms:

(a) Streets Department

One (1) mechanic and two (2) streets crew employees may be off on vacation at the same time.

(b) Water/Sewer Department

Three (3) employees may be off on vacation at the same time, so long as one chemical usage/laboratory employee is on duty.

(c) Wastewater Treatment Plant

One (1) laboratory and two (2) outside employees may be off on vacation at the same time.

6.4 Vacation Pay.

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

6.5 Non-Accumulation of Vacation.

The Employee's vacation year commences on his anniversary date in the applicable calendar year and continues through the day before his anniversary date in 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 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 as of the last day of his applicable vacation year.

6.6 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 debt 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 event that an Employee changes from one City Department to another (excluding transfers within the Public Works Department), all vacation rights will be considered those of a new employee.

ARTICLE 7

HOLIDAYS

7.1. Recognized Holidays.

The City and the Union recognize and agree upon the following paid 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 Day
10. Christmas Day

In the event the City grants any other bargaining unit or employee group an additional holiday, the City agree to engage in mid-term bargaining with the Union, upon the Union's request, regarding such additional holiday and appropriate *quid pro quo*.

7.2 Weekend Holidays.

When a recognized holiday falls on a weekend, Saturday holidays shall be designated as Friday off, Sunday holidays shall be designated as Monday off.

7.3 Pay for Recognized Holidays.

Employees shall receive eight (8) hours' pay at their regular rate for each recognized holiday. Employees who work on a recognized holiday shall receive holiday pay for eight (8) hours plus pay or compensatory time (pursuant to Article 5) in the amount of two (2) hours for each hour actually worked. If a recognized holiday falls within an Employee's regular scheduled vacation period, the Employee will receive one (1) additional day off.

ARTICLE 8

LEAVES OF ABSENCE

8.1 Sick Leave and Sick Pay Benefits.

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.

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. Employees may be required to submit a statement regarding the nature of the illness or injury upon their return to work.

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.

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 work.

Alternate Duties. A partially disabled Employee may, in the discretion of the Public Works Department Superintendent, 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.

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 work, benefits under this Section 8.1 shall automatically terminate and the Employee will be expected to apply for disability pension.

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 the time absent from work if:

- (a) The Employee was absent from work for a reason other than inability to work due to illness or injury;
- (b) The Employee is eligible for a disability pension, or any other benefits representing compensating lost wages, from any source, whether through worker's compensation, insurance coverage or a similar benefit plan. Receipt of insurance or worker's compensation benefits representing or compensating losses other than lost wages (e.g., hospital or doctor bills, loss of a 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.

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. 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.

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 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 order to investigate the health of any Employee whose work the department head suggests 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.

8.2 Bereavement Pay.

All employees will receive time off without loss of pay, if normally scheduled to work, for a death in the immediate family, beginning from the time of death to the next scheduled work day after the funeral or three (3) work days, whichever is less. Immediate family is defined as: spouse, parents, step-parents, legal guardian, children, step-children, brother, sister, mother or father-in-law, grandparents and grandchildren. Employees who require bereavement time which occurs during their scheduled vacation shall not have such time counted as vacation used.

- (a) Funeral Leave shall not be deducted from sick leave.
- (b) Additional unpaid time may be granted in the Department Head's discretion.
- (c) An unpaid leave may be granted to attend funeral services for other family members, in the discretion of the Department Head.
- (d) The Department Head shall not unduly deny additional unpaid leave.
- (e) Employees may be granted the use of other accrued paid leave if additional time is necessary (e.g., for travel out of state, wrapping up the decedent's affairs, etc.), provided that the grant of such time shall be within the Supervisor's reasonable discretion, provided there is no adverse impact on operations.

8.3 Disability Leave.

In the event of a temporary disability, the Employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

8.4 Discretionary Leave of Absence.

Employees may petition through the Department Head for a special leave of absence. Normal leaves of absence without pay may be granted for reasons of child birth or rearing, additional education, training and travel calculated to equip the Employee to improve his/her service to the City. Leaves may also be granted due to health and welfare problems of the Employee or the Employee's immediate family. Leaves granted under this Section may not exceed one (1) calendar year and, when such a leave is combined with an FMLA leave under Section 8.8, the total period of both leaves may not exceed one (1) calendar year. Leaves under this Section are discretionary to the Employer. During any approved discretionary leave, the Employee's seniority shall be frozen.

8.5. Military Leave.

Employees who are members of a reserve force of the United States or of the State of Illinois shall be granted the leave required by Federal or State Law for training or call up to active duty.

8.6 Jury Duty.

An Employee who is on jury duty, or is subpoenaed and reports for witness service pertaining to City business in a court of record, shall be allowed time off with pay so as long as the Employee endorses and pays over to the City any jury duty fee or witness fee paid to him for such service.

8.7 Personal Business Days.

Employees may take six (6) personal business days off per contract year. Personal business days may be taken one at a time or in conjunction with up to four (4) other personal days, and shall be scheduled by agreement of the Employee and the Department Head. Employees other than Secretarial/Clerical employees will be permitted the use of up to one (1) personal leave day (8 hours) in increments of one-half day, and Secretarial/Clerical employees may use one (1) day in increments of 2 hours (for dental appointments, etc.). In the absence of an agreement, the Department Head shall have final authority to grant or deny a request for a personal business day off. Personal business days are not paid on separation from employment. Personal business days may, however, be carried over from one year to the next so long as the Employee's accumulated compensatory time and personal days do not exceed (40) hours.

8.8 Family and Medical Leave.

- (a) The City will comply with the Family Medical Leave Act ("FMLA") and post required documents.
- (b) Conditions of Using Leave

- (1) An Employee will not be entitled to incur any credit for benefits (vacation, holidays, clothing allowance, etc.) other than continuation of the health care plan while on unpaid leave.
 - (2) Employees will be required to pay normal employee payments as provided for under this labor agreement during the period of unpaid leave.
 - (3) Employees having vacation, personal days or holidays 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) week leave for the purposes of the FMLA.
 - (4) Additional, non-FMLA leave may be granted in accordance with the terms of Section 8.4 of this Agreement.
- (e) Disputes Subject to Grievance Procedure

Any disputes under this Article are subject to the grievance and arbitration provisions of this labor agreement.

ARTICLE 9

INSURANCE BENEFITS

9.1 Health Insurance

Full-time employees will be covered in the health and dental plans administered by the Midwest Operating Engineers Health and Welfare Fund (the Fund) without exclusions on the basis of active working status, hospital confinement or conditions either treated or untreated prior to the effective date of coverage. Full time employees shall be eligible for participation in the Fund on the first day of the month following completion of their probationary period.

The City shall contribute the following monthly amounts towards employee health and welfare (H&W) and Retirement Medical Savings Plan (RMSP):

	Single	Single Plus 1	Family
May 1, 2018	\$692.00 H&W \$50.00 RMSP	\$1384.00 \$50.00 RMSP	\$2,109.00 H&W \$50.00 RMSP

Effective each May 1 thereafter	Actual Cost increase to Plan not to exceed more than 10% of previous year health and welfare rate \$50.00 RMSP	Actual Cost increase to Plan not to exceed more than 10% of previous year health and welfare rate \$50.00 RMSP	Actual Cost increase to Plan not to exceed more than 10% of previous year health and welfare rate \$50.00 RMSP
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The City agrees that premiums shall be paid monthly, to be submitted to MOE no later than the 15th of the month prior to the month in which the employee is covered. The City shall have no responsibility for providing benefits under the plan, administering, processing or paying claims for employees.

The extent of coverage under the insurance plan and/or policies referred to in this Article shall be governed by the terms and conditions set forth in the plans and/or Policies of the Agreement and Declaration of Trust of the Midwest Operating Engineers Welfare Fund, and all subsequent amendments made thereto. Any dispute concerning the coverage shall be resolved in accordance with the terms and conditions of said plan and shall not be subject to the grievance procedures of this Agreement.

9.2 Retiree Health Benefits

Employees who retire, or have retired, prior to December 31, 2011 (“Retired Employees”) may continue their insurance coverage under the terms of the City’s group insurance plan that is available to non-bargaining unit employees, as amended from time to time, provided that;

- (a) Retired Employees must pay the entire cost of dependent coverage. The City shall only pay its portion of the premium for single coverage based upon the same rates it pays for non-union employees (currently non-union retirees pay 12% of single coverage and 100% of all dependents) and as modified from time to time, provided that after May 1, 2011, additional increases to such retiree contribution shall not exceed 13% of the amount paid the previous year.
- (b) Premium payments must be made to the City Clerk by the first of each month or the City may discontinue coverage for the Retired Employee and applicable dependents.
- (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.

ARTICLE 10

UNIFORM ALLOWANCE

10.1 General.

All bargaining unit Employees' uniforms shall be provided by the Employer at a rate of eleven (11) changes every two (2) weeks. The Employer shall maintain the present practice and procedure with respect to providing gloves and other safety apparel, as described in Appendix A attached hereto. All field Employees are required to wear steel toe safety shoes on the job and, the Employer will reimburse the Employees up to \$200 during each fiscal year upon proof of purchase. Said amount will be reimbursed within forty-five (45) days of such proof. Coveralls shall be paid for by the Employer and replaced as needed. Employees who provide proof of a medical condition shall be permitted to wear cotton pants at work.

10.2 Replacement Uniforms.

The Employer shall replace items of uniform clothing that are damaged beyond repair while in the 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.

10.3 Mechanic's Tools.

The Employer will pay for or replace with equal quality any tools broken on the job by mechanics for anyone required to furnish their own tools. Furthermore, the Employer shall provide insurance coverage or assume the risk or loss of Employee's individual tools used on the job. It is understood that the Employee must initially furnish the Employer with an inventory listing of all tools so used on the job.

10.4 Prescription Safety Glasses.

The Employer shall contribute up to a maximum of \$50.00 for a vision exam, and/or \$150.00 for one pair of prescription safety glasses for those Employees who are in need of such glasses, and will replace such glasses if prescription changes are needed, or if broken on the job provided there is no negligence on the part of the Employee. The Employer will also pay up to \$150.00 in the second year of the Agreement, for a new pair of safety glasses should an Employee's prescription change.

10.5 Clothing Allowance for Clerical Employees.

All bargaining unit clerical employees shall be provided a clothing allowance in conformance with the following guidelines:

- (a) The employees shall be allowed to choose the vendor from which clothes are purchased, subject to Department approval.
- (b) The employees shall be allowed to choose the clothes to purchase from the vendor, subject to Department approval.
- (c) The clothes purchased shall become the property of the employees.
- (d) The City shall continue to contribute (\$500.00) as an annual clerical clothing allowance, and shall increase that amount by the same rate as increased paid in the uniform allowance for non-clerical employees. Nothing herein shall preclude the City from increasing the clerical allowance at any time.

ARTICLE 11

PROBATIONARY EMPLOYEES

An Employee is “probationary” for the first ninety (90) days of employment with the Employer, and if necessary, the probationary period may be extended for an additional period up to sixty (60) days upon ten (10) days’ written notice from the Department Head to the Union.

Each Employee will be evaluated at least once during the probationary period by the Department Head or his designee. The City reserves the right to discipline, discharge or layoff any Employee for cause or no cause during the probationary period.

A probationary Employee shall have no seniority, except as otherwise provided for in this Agreement, until he has completed his required probationary period. Upon such completion, he shall acquire seniority retroactively from the date of employment.

ARTICLE 12

SENIORITY

12.1 Definition of Seniority.

For purposes of this Agreement, seniority shall be defined as the period of an Employee’s continuous service with the Public Works Department of the City of Belvidere.

12.2 Application.

In all applications of seniority under this Agreement, the ability of the Employee must meet the qualifications and skills necessary to perform the work required by the applicable position. Where the qualifications and skills to perform the work required by a position are, among the Employees are concerned, relatively equal, seniority shall govern.

12.3 Breaks in Service.

An Employee's record of continuous service with the Public Works Department shall be broken by voluntary resignation, discharge for just cause and retirement.

ARTICLE 13

LAYOFFS

13.1 Notice.

The City shall give forty five (45) days' written notice of its intent to conduct layoffs to all affected departments and Employees.

13.2 General Procedures for Layoff.

Layoffs will be made in the order of least seniority to most seniority within a particular job classification; provided, however, that all temporary, probationary or part-time Employees within the Department shall be laid off prior to laying off any regular full-time Employees.

13.3 Bumping Rights.

An Employee laid off pursuant to this Article may bump a less senior Employee in an equal or lower job classification, provided the bumping Employee has the ability to perform the functions of the position within three (3) working days with normal and proper training.

13.4 Recall of Laid-Off Employees.

The names of all laid-off Employees shall be placed on a layoff list and shall be eligible for rehire for a period twenty-four (24) months following the date of the Employee's layoff. Qualified Employees on the layoff list who bid on job vacancies in their current or a lower paid position shall have priority over other bidders for the position. In the event that more than one qualified Employee on the layoff list bids for a vacancy, the vacancy shall be filled in accordance with the seniority provisions of Article 12. Employees on layoff lists who are recalled to work shall have their seniority restored.

ARTICLE 13A

FILLING OF VACANCIES

13A.1. Permanent Vacancy.

A permanent vacancy is created when the Employer determines to increase the work force or to fill a new position(s), or when any of the following personnel transactions take place within the Bargaining unit and the Employer determines to replace the previous incumbent: termination, promotions, resignations, retirements or demotions.

13A.2 Posting.

Whenever a permanent vacancy occurs, other than temporary vacancy as defined below, in an existing job classification or as a result of the development or establishment of a new job classification, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days. During this period, Employees who wish to apply for such vacancy, including Employees on layoff, may do so. Any employee who applies and is accepted for a job opening in another Department shall serve a 30-day evaluation period following the transfer. Upon the conclusion of the evaluation period, either the employee or the Department Head may elect the employee's return to his/her original Department in his/her former classification. A temporary vacancy shall be defined as a position for an employee who works for a period of no more than two months per calendar year.

13A.3 Selection.

The Employer shall fill the permanent vacancy in the following order of priority:

- (a) The most senior employee(s) possessing the present skills and abilities to perform the work.
- (b) Any and all other means, including the hiring of outside applicant(s), may be used if the Department Head reasonably determines that the vacancy shall not be filled from within the Bargaining Unit.

The Employer shall not be required to transfer or promote an Employee in the Bargaining Unit if doing so would adversely affect the safety, efficiency or productivity of the Department's operations.

ARTICLE 14

NON-DISCRIMINATION

14.1 Prohibition Against Discrimination.

Both the Employer and the Union agree not to discriminate against any Employee on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs or mental and/or physical handicap. Alleged violations of this Section shall be grievable, but not arbitrable, under this Agreement.

14.2 Union Activity.

The Employee and the Union agree that no Employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. Alleged violations of this Section shall be grievable, but not arbitrable, under this Agreement.

14.3 Membership Solicitation.

Neither the Union nor its members shall solicit membership on Employees' working time.

ARTICLE 15

DISCIPLINARY PROCEDURES

15.1 Employee Discipline.

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be exclusive of the following progressive steps:

- (1) Oral warning with documentation of such filed in the Employee's personnel file;
- (2) Written reprimand with copy of such maintained in the Employee's personnel file;
- (3) Suspension without pay with documentation of such maintained in the Employee's personnel file; and
- (4) Discharge with documentation of such maintained in the Employee's personnel file.

However, the Employer shall retain the right to invoke discipline which is appropriate under the circumstances surrounding the individual incident giving rise to disciplinary action, so long as such surrounding circumstances reasonably warrant issuance of discipline outside the customary steps of progressive corrective discipline.

Prior to actual imposition of written reprimands, suspension without pay or discharges, the Employee shall be afforded an opportunity to discuss his views concerning the conduct causing such

disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the Employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the Employee, a representative of the union (steward) shall be allowed to be present and participate in such discussions.

15.2 Pre-Disciplinary Meeting.

In the event disciplinary action is contemplated against an Employee (other than oral warnings), prior to any pre-disciplinary interrogation by the Employer, the Employee shall be informed of his rights to reasonably available Union representation at such meeting or during such discussions due to the fact that disciplinary action may be taken based on the responses he may supply. In the event disciplinary action is taken, the Employer shall promptly furnish written notice to the Employee which clearly and concisely states the reasons for such discipline. A copy of such written notice shall be placed in the Employee's personnel file.

15.3 Reprimands.

Reprimands will be removed from the Employee's personnel file at the Employee's request after thirty-six (36) months provided that no other disciplinary action is taken against the Employee for any similar offense during the thirty-six (36) month period. The Employer retains the right to retain any reprimands removed from an Employee's personnel file in separate, confidential files; provided, however, that such reprimands shall not be used for purposes of promotion, demotion or discipline of the Employee after removal from his or her personnel file. The Union shall also have access to such files.

15.4 Accuracy.

If an employee disagrees with the information contained in the personnel record, it will be removed by mutual agreement, or the Employee may submit a written statement explaining their position, to be attached to the disputed portion of the record. This statement will be included whenever the disputed portion of the record is released to a third party.

ARTICLE 16

INSPECTION OF PERSONNEL FILES

The City agrees to allow Employees or their authorized designee to examine the contents of their personnel file in accordance with the Illinois Personnel Record Review Act, 820 ILCS 40/01 et seq., upon five (5) 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 Department office.

ARTICLE 17

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

17.1 Definition of Grievance.

A grievance is defined as any meritorious difference, complaint or dispute between the Employer and the Union or any Employee regarding the application, meaning or interpretation of an express provision of this Agreement, including but not limited to disciplinary actions pursuant to Article 15.

17.2 Representation.

Grievances may be processed by the Union 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 Union 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.

17.3. 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 Union representative, and the date.

17.4 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.

17.5 Grievance Processing.

No Employee or Union 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.

17.6 Grievance Meetings.

A maximum of two (2) Employees (the grievant and/or Union 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 present the grievance. The Employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the Employee's work shift. In the event of a grievance, the Employee shall first perform his assigned work task and file his grievance later.

17.7. 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.

17.8 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) work days after the event giving rise to the complaint, or ten (10) work 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/her Section Superintendent. The superintendent shall orally respond to the Employee not later than ten (10) work 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 Section Superintendent, as provided for in Step 1, the Union shall prepare a written grievance on a form mutually agreed to and present it to the Department Head or his/her designee no later than ten (10) working days after the Employee was notified of the decision by the Section Superintendent. Within ten (10) working days after the grievance has been submitted, the Department Head or his/her designee shall meet with the grievant and the Union 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 the Union representative within ten (10) working 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) working days after the decision of the Department Head or his/her designee, to the Finance and Personnel Committee.

The Finance and Personnel Committee shall, within twenty (20) working days after the grievance has been filed, meet with the Union and the grievant to discuss the grievance. The Committee shall respond in writing to the grievant and the Union within ten (10) working days following the meeting.

Step 4: If the dispute is not settled at Step 3, ONLY the Union may submit the matter to arbitration within ten (10) 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) working days after the matter has been submitted to arbitration, a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties unable to agree on an arbitrator within (10) working days after such meeting, the parties shall request the American Arbitration Association to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall take turns as to the first strike. 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 form the Employer and the Union. Such a letter shall request the arbitrator to set a time and a place for the hearing subject to availability of the Employer and the Union 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 Union 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 and the cost of the hearing room shall be shared equally by the parties. Cost of arbitration shall include the arbitrator's fees, room cost and transcription costs. 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 Union 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 18

NO LOCKOUT OR STRIKE

18.1 No Strikes.

Neither the Union 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 Employer during the term of this Agreement.

18.2 No Lockout.

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union so long as there is not a breach of Section 18.1 above.

18.3 Resumption of Operations.

In the event of action prohibited by Section 18.1 above, the Union shall immediately disavow such action and request the Employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damage, direct or indirect, upon complying with the requirements of this Section.

18.4 Union Liability.

Upon the failure of the Union to comply with the provisions of Section 18.3 above, any agent or official of the Union who is an Employee covered by this Agreement may be subject to the provisions of Section 18.5 below.

18.5 Discipline of Strikers.

Any Employee who violates the provisions of Section 18.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any Employee who participates in action prohibited by Section 18.1 above shall not be considered a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an Employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 19

WAGES

19.1 Base Wages.

For the Public Works Employees, the Department Head shall assign each Employee to his appropriate classification, and may reclassify Employees from time to time as he, in his sole discretion, deems proper. Bargaining unit Employees shall receive base wages in accordance with the wage schedule attached hereto as Appendix B. Classifications and reclassifications of Employees by the Department Head shall not be grounds for filing of a grievance and shall not be subject to further review.

19.2 Compensation for Acting Supervisors.

“An Employee who is assigned to the position of an acting Foreman or Specialist shall be compensated at the rate of the position assigned, commencing on the first day and continuing so long as the Employee continues to be assigned to such position.

If the regular Foreman or Specialist is gone one (1) full workday or more, and no other Class II employee in the same operational section is on duty, the City will assign a person to take that position and pay him or her at the appropriate rate, commencing the first day of the assignment. The City shall rotate acting supervisor assignments among qualified employees. In other instances, the City may, in its discretion, appoint an acting Class II employee to meet operational needs.

If a Class I Superintendent is absent for a period of ten (10) consecutive work days or more, the Department Head shall assign a Class II or Class III employee to serve as the acting Class I, provided such replacement shall not constitute a “vacancy” in the Class II position. The employee so assigned will be compensated at fifty percent (50%) of the Class I rate of Pay, commencing the sixth (6th) day of the assignment and, commencing on the eleventh (11th) day of the assignment, the full (100%) Class I rate of pay, provided that, in the Water and Waste Water Sections, the Class II or III employee so assigned in the Water or Waste Water Section possesses the proper active state license (*i.e.*, the Class II or Class III employee in the Water Section has a Class C Water Operators License, and in the Waste Water Section a Class I License) required for the Class I position. Absent the proper license, the Class II or Class III employee may be assigned to the Class I position in the Water or Waste Water Section, but shall not receive more than 75% of the Class I rate. Class II or III employees holding an active state license will be given preference when filling any open positions.

ARTICLE 20

MISCELLANEOUS

20.1 Entire Agreement; Amendment.

This Agreement constitutes the complete and 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, or not 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 set forth in this Agreement and this Agreement concludes collective bargaining between the parties for its term. 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 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.

20.2 Savings Clause.

If any portion of this Agreement or the application of any such provision is determined by any court or governmental administrative agency of competent and final jurisdiction to be invalid or unenforceable, or is rendered invalid or unenforceable by subsequent legislation, the enforceability of the remainder of this Agreement shall not be affected and shall remain in full force and effect. In the event of a determination that any portion of this Agreement is invalid or unenforceable, the parties shall bargain in good faith in attempt to amend such portion of the Agreement.

20.3 Fund-raising.

It is agreed that there shall be no Fund-raising activity under the auspices of the Public Works Department for personal or departmental needs, unless authorized by the City Council.

20.4 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 insure productivity and safety of the Employees and the citizens of the City.

20.5 Gender of Words.

Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender, unless the context clearly requires otherwise.

20.6 Annual Physical Examinations.

Employees may be required to submit to an annual physical examination by a licensed physician. Employees shall have the option of seeing a physician contracted and paid by the City, or seeing their own physician and being reimbursed the amount the City pays. The results of any physical shall be placed in a separate file from the Employee's personnel file and shall only be accessed by the Employee, the Director of Public Works and the City Clerk. The City shall offer Hepatitis B shots to all interested employees.

20.7 Residency.

All bargaining unit members shall be required to live within an 18-mile radius of the Public Safety Building within 12 months of their completion of their probationary period.

ARTICLE 21

OUTSIDE EMPLOYMENT

Any Employee pursuing secondary employment must furnish proof of workers' compensation 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 sick leave benefits shall be provided to such Employee due to injury or illness contracted while performing such secondary employment. For purposes of this Article, the term "secondary employment" refers to those situations in which an Employee is compensated for services rendered to third parties.

ARTICLE 22

SUBCONTRACTING

22.1 General Policy.

It is the general policy of the City of Belvidere to maintain and continue to utilize bargaining unit Employees to perform work they are qualified to perform. However, the City further maintains the right to contract out any work it deems appropriate in the interest of the economy of government.

22.2 Procedure.

When the City determines to subcontract bargaining unit work, and it would result in the reduction of the work force or the reduction of the forty (40)-hour workweek, it shall first provide the Union an opportunity to meet and negotiate the economic impact of such contemplated action on the bargaining unit prior to its actual implementation. Any impasse under such negotiations shall be resolved pursuant to the grievance/arbitration procedures contained herein.

22.3 Transfer of Work.

The City agrees that it shall not use its non-bargaining unit personnel to reduce the number of employees in the bargaining unit, or their regular hours.

ARTICLE 23

TRAINING AND EDUCATIONAL INCENTIVE

23.1 Policy.

The City shall endeavor to provide opportunities for in-service training with the objective of furthering the qualifications of employees.

23.2 Compensation.

The City agrees to compensate all permanent full-time employees at straight time rate up to eight (8) hours per day for all training, schools, and courses which the City requires an employee to attend during the normal work day. When an employee is required to use his/her own vehicle, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Illinois State Training Board. An employee shall receive up to \$30.00 per day for meals when attending training/school outside of the corporate limits of the City of Belvidere, upon a reimbursement basis and upon presentation of paid receipts. In the event that an employee needs to stay overnight at such training/school session, the City will reimburse the employee at the Illinois State Employee Rate, or at the actual hotel/motel rate paid, whichever is less.

23.3 Educational Incentive.

All permanent full-time bargaining unit employees who voluntarily participate in a pre-approved education and training program shall be eligible to receive tuition and book reimbursement, up to \$500 per fiscal year, upon providing certified proof of satisfactory course completion. The City shall pay the full cost for tuition, books and any and all fees for Spanish language classes for clerical employees.

23.4 Certification Incentive.

- (a) Commencing upon execution of this Agreement, all current permanent full-time employees shall be paid annual lump sum incentive bonuses for current, or upon achieving, certification in the following as long as they maintain such license in good standing:
- (i) Wastewater - IEPA certification as:
- | | | |
|-----------|---|----------|
| Class IV | - | \$500.00 |
| Class III | - | \$500.00 |
| Class II | - | \$750.00 |
| Class I | - | 1,000.00 |
- (ii) Water - IEPA certification as:
- | | | |
|---------|---|------------|
| Class D | - | \$500.00 |
| Class C | - | \$750.00 |
| Class B | - | \$1,000.00 |
- (b) All new hires in the Water/Sewer Section are required to acquire a Class D Water Operators license prior to end of year 3; all new hires in the Wastewater Treatment Plant Section are required to acquire a Class IV license prior to end of year 3.
- (c) Payments made under part (a) above shall be made on or about May 1 of each year. Said payments are not contingent on any quantity or number of hours worked, and shall not be included in the employee's regular hourly rate for hours worked or for calculation of overtime purposes.
- (d) Employees who obtain certification subject to this Article shall receive a pro-rated portion of their first payment, measured by (i) the number of days from submission of proof of obtaining certification to the next April 30, (ii) divided by 365.

ARTICLE 24

PRORATION OF BENEFITS

24.1 Payment of Prorated Benefits.

A benefit of specified dollars (clothing, shoe allowance, etc.) will be paid in full at the time of hiring. When the first annual payment is due, the employee shall receive a prorated amount of that benefit.

24.2 Calculating Benefits.

Prorated benefits will be calculated according to that portion of the year remaining from date of hire to date of annual payment (May 1).

For example, if an employee is hired on December 1 and the annual payment is due on May 1, s/he will receive full payment on December 1 and 5/12 benefits on May 1.

For purposes of calculating partial months:

-hired on 1st through 10th = full month's credit

-hired on 11th through 20th = 2/3 month's credit

-hired on 21st through 31st = 1/3 month's credit

24.3 Retroactive Benefits.

For purposes of this Section, the term "retroactive benefits" refers to benefits that would otherwise accrue during the period from the effective date of this Agreement until the actual date of its execution. Retroactive benefits will apply to salary and previously calculated and paid overtime. An employee leaving employment prior to a contract settlement shall not be eligible to receive all retroactive benefits pursuant to this Section.

24.4 Personal Business Day Allowance.

Personal business days for new employees will be pro-rated from the date of hire to May 1, but under no circumstances will new employees be granted less than two (2) personal days.

All prorated days above this minimum two (2) will be rounded to the nearest one-half (½) day.

ARTICLE 25

DRUG AND ALCOHOL POLICY

The drug and alcohol policy, in effect for all bargaining unit employees required to have a Commercial Driver's License, is set forth in Appendix C attached hereto and made a part hereof.

ARTICLE 26

TERMINATION

26.1 Term of Agreement.

This Agreement shall be effective as of May 1, 2018 and shall remain in effect until April 30, 2022, 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 January 31, 2022, or any succeeding February 28th. The City shall serve such notice on any officer of the Union. The Union shall serve such notice upon the City Clerk of the City.

26.2 Effect During Negotiations.

In the event that notice is given as provided in Section 26.1, the parties agree to commence negotiations no later than February 28th of the year in which the notice is served. If negotiations have not been satisfactorily completed by January 31 of the following year, this Agreement shall remain in full force and effect unless either party gives at least ten days' written notice of its desire to terminate the Agreement to the other party. To evidence their agreement, the duly authorized agents of the parties have executed this Agreement below.

For the Union:

For the City of Belvidere:

Michael W. Chamberlain
Mayor

LETTER OF UNDERSTANDING

Pursuant to an agreement between the International Union of Operating Engineers, Local 150, Public Employees Division, and the City of Belvidere, the parties agree that, barring an emergency (e.g. required street salting, plowing, water main breaks or other unforeseen circumstances), all bargaining unit Employees shall be allowed to leave at 12:00 p.m. (noon) on Christmas Eve Day and New Year's Eve Day.

The Parties agree that the City may, but is not obligated to, assign, on a temporary basis, non-bargaining unit work (certified operator of the water supply system) to a member of the bargaining unit so long as the bargaining unit member holds the appropriate state license and agrees to the assignment. The assigned member shall receive an additional stipend of \$5,000.00 per fiscal year on a prorated basis until the City removes such work and re-assigns it to a non-bargaining unit employee.

To evidence their agreement, the duly-authorized agents of the parties have executed this Letter of Understanding below.

For the Union:

For the City of Belvidere:

Michael W. Chamberlain
Mayor

APPENDIX B

Non-Clerical

Step	2.00% 5/01/18 to 04/30/2019	2.00% 5/01/19 to 04/30/2020	2.50% 5/01/20 to 04/30/2021	3.00% 5/01/21 to 04/30/2022
At Hire	23.56	24.03	24.63	25.37
After 90 Days	24.72	25.22	25.85	26.63
After 1 Year	25.88	26.39	27.05	27.87
After 2 Years	27.04	27.58	28.27	29.12
After 2 Years 6 mos.	28.21	28.78	29.50	30.38
After 3 Years	29.37	29.95	30.70	31.62
After 4 Years	30.53	31.14	31.92	32.88
After 5 Years	31.69	32.33	33.13	34.13
Foreman/ Specialist	34.21	34.90	35.77	36.84

Clerical

Step	2.00% 5/01/18 to 04/30/2019	2.00% 5/01/19 to 04/30/2020	2.50% 5/01/20 to 04/30/2021	3.00% 5/01/21 to 04/30/2022
At Hire (A-3)	18.12	18.48	18.94	19.51
After 90 Days (A-2)	19.64	20.03	20.53	21.14
After 1 Year (A-2)	21.15	21.58	22.12	22.78
After 2 Years (A-1)	22.66	23.12	23.70	24.41
After 3 Years (A-1)	24.20	24.69	25.31	26.07



APPENDIX C

DRUG & ALCOHOL ABUSE POLICY

DEFINITIONS

CONSORTIUM. The Consortium is the Mid-West Truckers Association Drug and Alcohol Testing Consortium, or any group the City designates, so long as the Union is given 30 days' written notice.

DRIVER means any person who operates any commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors who are either directly employed by or under lease to an employer who operate a commercial vehicle at the direction of or with the consent of an employer.

SAFETY SENSITIVE FUNCTION means all time from the time an employee begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work.

Safety Sensitive Functions shall include:

1. All time at the City of Belvidere or shipper plant, terminal, facility or other property, or any public property, waiting to be dispatched, unless the employee has been relieved from duty by the government entity;
2. All time inspecting equipment as required by 49 CFR Parts 392.7 and 392.8 or otherwise inspecting, servicing or conditioning any commercial motor vehicle at any time;
3. All time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon any commercial motor vehicle except time resting in a sleeper berth (a berth conforming to requirements of 49 CFR Part 393.76);
5. All time loading and unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

SUBSTANCE ABUSE PROFESSIONAL. A Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, licensed or

certified social worker, or a licensed or certified employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

This policy becomes effective October 31, 1998.

Any questions or assistance needed regarding the City of Belvidere's CDL drug & alcohol testing program should be directed to:

NAME(S): Director of Public Works for Street Department
Supt. for Wastewater Treatment Plant
Director of Public Works for Water Department

OFFICE LOCATION: 401 Whitney Boulevard, Belvidere
or
2001 Newburg Road, Belvidere for WWTP

PHONE: (DAY) Director of Public Works (815)
WWTP Supt: (815) 544-2072 (815) 544-3028

DRUG AND ALCOHOL POLICY

I. PROHIBITIONS

A. General Prohibitions

The unlawful manufacture, sale, distribution, dispensation, possession, transportation or use of a controlled substance or alcohol is prohibited on all City premises, in any municipality-owned or leased commercial motor vehicles, or other locations where an employee is to perform work. The only exception being a substance administered by or under the direction of a physician.

B. Prohibited Alcohol-Related Conduct

An employee shall not perform work for the City if he/she has engaged in any form of alcohol-related conduct listed below:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
3. Having a prohibited breath alcohol concentration while performing a safety-sensitive function.
4. Having used alcohol during the four (4) hours before going on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refusing to submit to a required alcohol test.

C. Prohibited Drug-Related Conduct

An employee shall not perform work for the City if he/she has engaged in any of the following activities:

1. Using any of the following controlled substances or any other drug as required by the USDOT, Federal Highway Administration, provided the Union and all bargaining unit members are given written notice of additional drugs.
 - a. Marijuana (THC metabolite)
 - b. Cocaine
 - c. Opiates (morphine and codeine)
 - d. Phencyclidine (PCP)
 - e. Amphetamines
2. Being in possession of any unauthorized controlled substance.
3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

D. Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle or performing a safety-sensitive function for the City must inquire of his/her treating physician whether the

controlled substance would adversely affect his/her ability to operate a commercial motor vehicle or to perform a safety-sensitive function.

2. If the therapeutic drug use may affect the employee's ability to operate a commercial motor vehicle or perform a safety-sensitive function, the employee may be temporarily assigned to an alternate duty or may be transferred to another appropriate position, if such position is available.

E. Over-the-Counter Substance

An employee may use an over-the-counter substance that will not affect the employee's ability to safely perform a safety-sensitive function.

II. CATEGORIES OF TESTING

A. Post-Accident Testing

1. Conducted when an employee was involved in an accident in a City vehicle, and either of the two circumstances below apply:
 - a. The accident involved the loss of life; or
 - b. The employee receives a citation for a moving traffic violation and either the accident involves bodily injury to a person who as a result of the accident immediately receives medical treatment away from the scene of the accident, OR, one or more motor vehicles incur disabling damage as a result of the accident, requiring the motor vehicle(s) to be transported away from the scene by tow truck or other motor vehicle.
2. Post-Accident Alcohol Testing
 - a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.
 - b. If testing is not administered within two (2) hours of the accident, the City must prepare and maintain a record stating the reason the test was not promptly administered.
 - c. If testing is not administered within eight (8) hours of the accident, the City shall cease attempts to administer an alcohol test.

- d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol post-accident test is completed.

3. Post-Accident Drug Testing

The City of Belvidere shall provide the employee with necessary post-accident information, procedures and instructions, prior to the employee operating a CMV, so that the employee will be able to comply with the requirements of this section.

- a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the City shall cease attempts to administer a drug test.
- b. If testing is not administered within thirty-two (32) hours of the accident, the City must prepare and maintain a record stating the reason the test was not promptly administered.

4. Refusal to Undergo Testing

Any employee who refuses a required post-accident alcohol and/or drug test, or fails to complete the testing (except for valid medical reasons), shall be deemed to have tested positive.

- B. Random Testing

Conducted throughout the year on a random, unannounced basis according to the following guidelines.

1. Restricted Period

- a. Employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing any time while on duty. Employees are also subject to unannounced alcohol testing if the employee is performing safety sensitive functions.
- b. The City will not require employees to come in for a call-out assignment for the sole purpose of random testing.

- c. An employee who is on leave of absence of 30 days or more will remain in the random testing pool as long as there is a reasonable expectation of his or her returning to duty. The determination of whether there is a reasonable expectation of the employee's ability to return to duty will be made by his/her treating physician. If the employee's name is pulled while on such a leave, the employee will be tested upon his or her return to work. If there is no a reasonable expectation that the employee will return to work, the employee's name will be removed from the random pool. The employee and the union will be given written notice of the employee's removal from the random pool. Such an employee shall be required to submit to testing before returning to work.

2. Frequency

- a. The City shall conduct random drug testing on at least fifty percent (50%) of the average number of CDL employees in the consortium in which the City participates in calendar year 1998. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 40 CFR Part 381 (Sec.382.305)). The City shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.
- b. The City shall conduct random alcohol testing on at least ten percent (10%) of the average number of CDL employees in the consortium in which the 'City participates in calendar year 1998. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec.382.305)). The City shall provide written notice to the Union before January 1, of each succeeding year regarding any changes in the minimum annual percentage rate.

3. Selection

- a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has an equal chance of being selected.

- b. Should disputes arise regarding the random selection process, the Mayor or other person responsible for administering the drug and alcohol policy for the City shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

C. Reasonable Suspicion Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.
2. A second trained department supervisor, if one is reasonably available, must confirm the reasonable suspicion determination.
3. Alcohol testing is authorized only when observations of the employee are made during, just before, or just after the period of the work day the employee is required to be in compliance with Part 382. The employee may be required to undergo reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased such functions.
4. The employee is entitled to Union representation before being questioned or tested following a reasonable suspicion determination, if he/she so requests. Questioning and/or testing shall not be delayed if a representative is not immediately available.
5. If a reasonable suspicion alcohol test is not conducted within two (2) hours after observing the employee, the City shall prepare and maintain on file a record stating the reason why the test was not promptly administered. If the test is not conducted within eight (8) hours after observing the employee, the City shall cease attempts to conduct the test and prepare and maintain on file a record stating the reasons why the test was not administered.
6. The supervisor(s) must complete and submit a Reasonable Cause Observation Form within twenty-four (24) hours of the observed behavior or before the drug test results are released, whichever is earlier.

7. A “trained supervisor” is one who has received at least two (2) hours of training in the signs of alcohol and drug intoxication, including at least sixty (60) minutes of training on alcohol use.

D. Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until he/she takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until he/she takes a return to duty urine drug test with a verified negative result for controlled substances use.
3. Return to duty testing shall be conducted by a person of the same gender as the employee tested.

E. Follow-Up Testing

1. If the SAP determines that the employee is in need of assistance in resolving a drug and/or alcohol problem, the employee may be subject to unannounced follow-up drug and/or alcohol tests following the employee’s return to duty. The number and frequency of such tests shall be determined by the SAP and shall consist of at least six tests in the first twelve months of the employee’s return to duty. In cases where the SAP does not make that determination, the MRO will direct at least the minimum six unannounced follow-up tests to be administered within the first twelve (12) months. The SAP may direct the employee to undergo both drug and alcohol tests if the SAP determines that follow-up testing for both drugs and alcohol are necessary for that employee. Follow-up testing shall not exceed sixty (60) months from the date of the employee’s return to duty.
2. Follow-up testing shall be conducted by a person of the same gender as the employee tested.

III. TESTING PROCEDURES

A. Drug-Testing Procedure

1. Collection Site

- a. Once a drug test is announced, the employee shall go directly to the collection site.
- b. Upon arrival, the employee shall be directed to complete all necessary forms and to empty his/her pockets prior to testing.
- c. Before testing, the employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
- d. The employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet.
- e. Once an employee has provided a urine sample in the collection container, he/she shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.

2. Medical Review Officer (MRO)

The Medical Review Officer shall be a licensed physician designated by the city as the person responsible for receiving laboratory results generated by the City's drug testing program. The MRO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his/her medical history and any other relevant biomedical information.

3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT). When positive, a confirmation test will be performed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.
- c. When directed in writing by the MRO to the laboratory that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing by the GC/MS method.

4. Primary Specimen Test Results

a. Negative Test Results.

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the consortium which will then forward results to the City and employee.

b. Positive Test Results.

- 1) Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to any person until they are reviewed by the MRO.
- 2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and conduct an interview to determine if there is an alternative medical explanation for the positive test result.
 - a) If the MRO determines that the positive result was caused by the legitimate, lawful medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative. The employee's use of such drug shall comply with the requirements of Part I, Section D of this Policy.
 - b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that he/she has seventy-two (72) hours in which to request a confirmation test of the split specimen.
- 3) The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split-specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.

b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.

c. Positive Confirmation Test

Upon receiving the results of the positive test, the City shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

d. Alternative Test

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use, at the employee's discretion.

6. Inability to Provide Adequate Sample

a. Employees who are unable to provide a urine sample of forty-five (45) milliliters shall be offered up to forty (40) ounces of drinking water and allowed three (3) hours before being asked to provide another urine specimen.

b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.

1) The employee shall be placed out of service until a final determination is made by the MRO.

- 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.
 - 3) The City shall pay for any fees assessed for this examination.
7. Refusal to Take Drug test/Intentionally Adulterated Specimens.

Refusal to take a drug test shall be considered a positive result, unless it is subsequently determined that the order to take the test was in violation of this policy.

Intentionally adulterated specimens shall be considered a positive result.

B. Alcohol Testing Procedures

1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
- b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.

c. Testing Site

- 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
- 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions he/she may have.
- 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
- 4) Once testing is complete, the BAT shall show the results to the employee.

d. Screening Test

- 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
- 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

e. Confirmation Test

- 1) When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than thirty (30) minutes after completion of the screening test.
- 2) Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period but not less than twenty-four (24) hours following administration of the test.
- 3) If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

f. Inability to Provide an Adequate Amount of Breath

- 1) If an employee is unable to provide an adequate amount of breath, the City shall direct the employee to see a licensed physician.
- 2) The employee may not perform safety sensitive functions until he/she is evaluated by a physician, provided the evaluation takes place within two (2) hours.
- 3) The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
- 4) If the MRO determines, based on a physician's reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
- 5) If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
- 6) The City shall pay any medical fees assessed for the examination.

g. Refusal to Take Alcohol Test

Refusal to take an alcohol test shall be considered a positive result, unless it is subsequently determined that the order to take the test was in violation of this policy.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

Any employee who has engaged in conduct prohibited by this policy shall be advised of the resources available in evaluating and resolving problems associated with the misuse of alcohol and/or drugs by providing the employee with the name, address and telephone number of one or more SAP's and treatment facilities.

- c. Completes the return to duty testing requirements set forth above with a negative result.

D. Discipline

1. Any discipline imposed on an employee shall be subject to the disciplinary provisions of Article 15 of the Collective Bargaining Agreement.
 - a. Discipline shall only be imposed for just cause.
 - b. Discipline shall be progressive and corrective unless circumstances surrounding the incident reasonably warrant issuance of discipline outside the customary steps of progressive, corrective discipline.
2. Notwithstanding the above, under the following circumstances, discipline solely for a positive test result, without more, shall not exceed the limits listed herein.
 - a. The first confirmed positive test result for drugs or alcohol: discipline up to and including a maximum five (5) work day disciplinary suspension.
 - b. Second confirmed positive test result for alcohol or prohibited drugs” discipline up to and including discharge for second offense.
 - c. Violation of the prohibition against unlawful manufacture, sale, distribution or dispensation of a controlled substance as defined in Article I of this policy: discipline up to and including discharge for first offense.
 - d. Violation of other prohibited conduct as defined in Article I of this policy: discipline up to a maximum thirty (30) work day disciplinary suspension for first offense; discipline up to and including discharge for second offense.
3. Nothing in this policy shall prevent the City from disciplining an employee for performance, safety or other problems, or misconduct and/or violations of Department policies and rules, beside the positive test result in and of itself, in accordance with the disciplinary policy set forth in the parties’ collective bargaining agreement.

A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from performing safety sensitive functions for twenty-four (24) hours or a retest below 0.02.

B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol prohibitions set forth above, shall be immediately removed from performing safety sensitive functions.
2. The employee cannot resume the performance of safety sensitive functions until he/she:
 - a. Is evaluated by a Substance Abuse Professional, (SAP) who will determine what assistance, if any, the employee needs in resolving problems with drugs and/or alcohol misuse; and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

C. Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse prohibitions set forth above, shall be immediately removed from performing safety sensitive functions.
2. The employee cannot resume the performance of safety sensitive functions until he/she:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and

E. Refusal to Test

Any employee who refuses to undergo required testing under CFR Part 382 as set forth in this policy, shall be considered as having tested positive for purposes of Article IV of this policy and shall be immediately removed from performing or continuing to perform safety-sensitive functions.

V. **CONFIDENTIALITY OF RECORDS**

All drug and alcohol test results and records, including any records pertaining to tests conducted on the employee, shall be maintained under strict confidentiality by the employer, drug testing laboratory, Medical Review Officer, and, where applicable, the Substance Abuse Professional.

A. Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

B. Conditions Under Which the City Must Release Records

1. To the employee, upon written request.
2. When requested by Federal or State agencies with jurisdiction, when license or certification actions may be required.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

VI. **EMPLOYEE ASSISTANCE PROGRAM**

A. Voluntary Referral

1. Before Testing
 - a. Any employee who voluntarily refers himself or herself to the City's Employee Assistance Program (EAP) before being ordered to submit

to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline under this policy.

If an employee voluntarily refers himself or herself to the EAP on subsequent occasions, he or she may be subject to discipline as defined in Article IV(D).

- b. Any employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
- c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of required return to duty testing.

2. At Time of Testing

If an employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the City may consider such voluntary referral in mitigation of any discipline.

B. Confidentiality of Referral

All EAP referrals shall be kept strictly confidential.

C. Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g., sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee's request, the City shall, to the extent necessary for treatment and rehabilitation, and subject to Article 8, Section 4 of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem.

VII. TRAINING AND EDUCATION

Prior to October 31, 1998, the City shall meet with all employees subject to this policy for the purpose of explaining the policy and the testing requirements under 49 CFR 40 and 382.

Representatives from Local 150 may be present at the meeting and may explain the Union's role in the policy.

At this meeting, the City shall supply a copy of the policy to all employees. New employees shall be supplied with a copy as part of new employee orientation.

VIII. GRIEVANCE PROCEDURE

Any alleged Employer violations of this policy may be grieved pursuant to Article 17 of the Collective Bargaining Agreement.

Signed and entered into this _____ day of _____, 2018.

International Union of Operating Engineers, Local 150:

By: _____.

William E. Dugan
President/Business Manager

Stephen D. Karpowicz
Business Representative

City of Belvidere:

By: _____.

Michael W. Chamberlain
Mayor



RESOLUTION #2073-2018:
A RESOLUTION AUTHORIZING
THE EXECUTION OF A COLLECTIVE
BARGAINING AGREEMENT WITH THE
FRATERNAL ORDER OF POLICE
BELVIDERE LODGE NO. 245
PATROL

IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of Belvidere as follows:

The Mayor is hereby authorized to execute and the Clerk is authorized and directed to attest the attached Collective Bargaining Agreement between the FRATERNAL ORDER OF POLICE BELVIDERE LODGE NO. 245 (PATROL) and the City of Belvidere, Boone County Illinois.

Approved:

Mayor

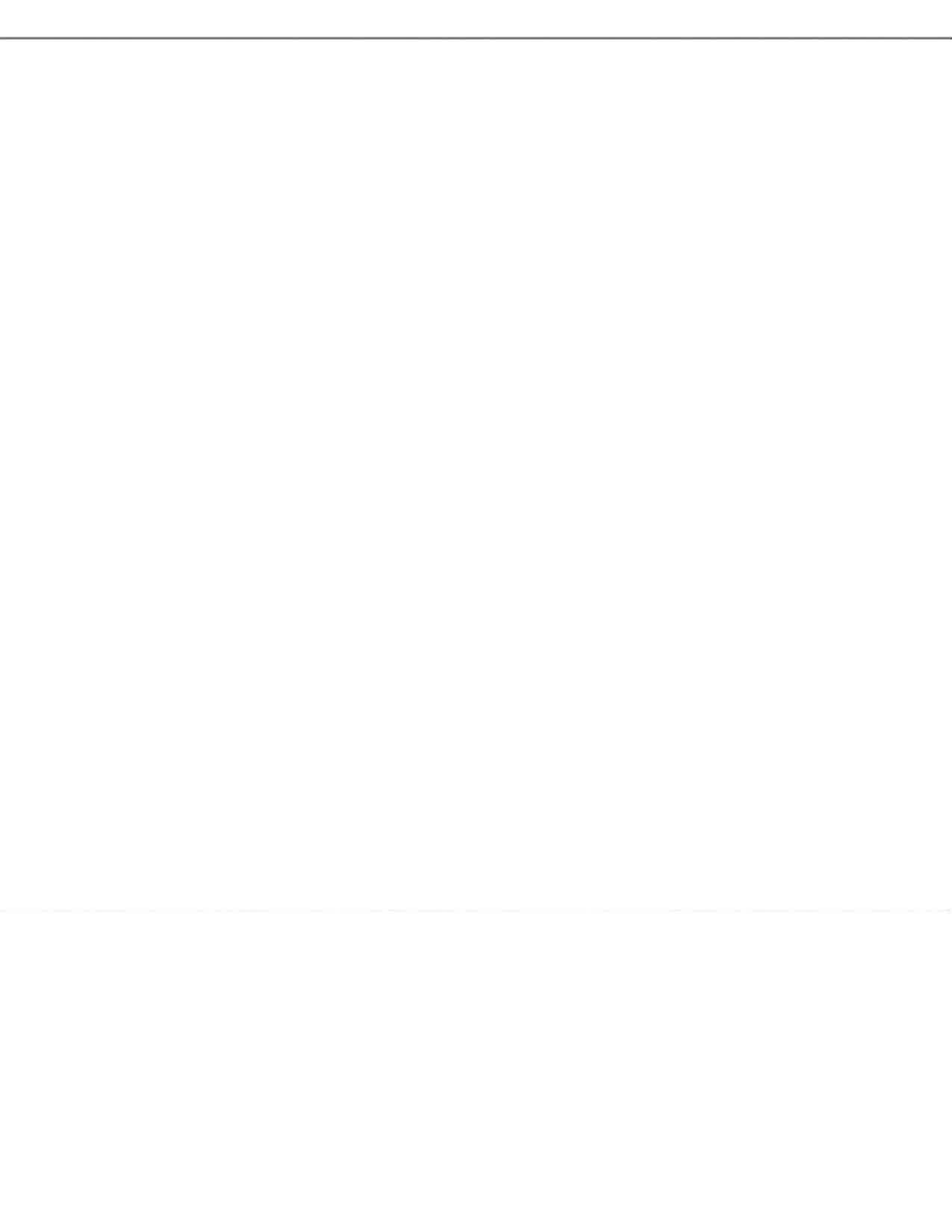
Attest:

City Clerk

Ayes:

Nays:

Approved:
SPONSOR:



**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, 2018
through
April 30, 2022

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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.

ARTICLE 1 - CITY RIGHTS

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.

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

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.

2.2. Council Membership

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

2.3. Payroll Deduction

During the term of this Agreement, the City will deduct from each Employee's paycheck the appropriate Council dues or fair share payment 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.

2.4. Fair Share

During the term of this Agreement, Employees covered by the terms of this Agreement who are not members of the Council shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Council for collective bargaining and labor agreement administration services rendered by the Council. The Council shall submit to the City a list of members covered by the Agreement who are not members of the Council and an affidavit which specifies the amount of the fair share fee. The fair share fee shall not include contributions related to the election or support of any candidate for political office, or for any member-only benefit. The Council agrees to assume full responsibility to ensure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the Constitutional rights of fair share payors.

2.5. 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.

2.6. 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

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.

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, consistent with the Department’s assessment of the officers’ training needs and the operational needs of the Department.

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.

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 ninety (90) 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 31st, 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.

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.

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.

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

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

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.

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.

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 effect 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 One-Hundred and Fifty dollars (\$150.00) per seven (7) day period. 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.

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.

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.

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.

5.7. Specialty Pay

DARE Officers, School Resource Officers and Detectives who are assigned to provide, and actually do provide, specialty assignment services during a contract year shall receive an annual stipend of \$500.00. 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 \$1,500. Stipends under this Section shall be paid during the first pay period of the fiscal year immediately following the provision of such training services. The Department's procedures for assignment to specialty positions shall remain the same as those which were in effect on April 30, 2004.

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 (½) hour per calendar day.

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

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.

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.

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.

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.

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

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

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.

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 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

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.

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 services 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, step-parents, children, step-children, brother, sister, mother or father-in-law, grandparents and grandchildren.

- (a) Funeral 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 will be granted without pay to attend funeral services 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) funeral leave days.

ARTICLE 9 - INSURANCE BENEFITS

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) Employees electing insurance coverage shall pay 12% 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”. 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. This premium cap shall not apply to increases occurring in January 2021 in order to facilitate the increase in premium contributions to 14%.

- (d) Eligibility for coverage shall be governed by the relevant group health plan in place at the time and/or relevant federal or state law.
- (e) 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.
- (f) 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.

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.

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.

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.

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).

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.

9.7. Section 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.

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.

ARTICLE 10 - UNIFORM ALLOWANCE

10.1. General

Police Department Employees shall receive a uniform allowance of \$1,421.96 once each fiscal year for the maintenance and replacement of uniforms. Commencing with fiscal year 2019 (May 1, 2019), 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.

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.

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:

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.

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

12.1. Employee Reviews

The City agrees that each Employee in the Police Department shall receive not less than two (2) performance reviews 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.

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.

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.

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 he must have three years experience as a sworn police officer, and have successfully completed the probationary period. 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.

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

13.1. City Responsibility

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

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.

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.

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

14.1. Notice

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

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

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.

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.

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 nonmembership activity or status. Alleged violations of this Section shall be grievable, but not arbitrable under this Agreement.

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.

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*.

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) week 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:

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.

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.

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. The City retains the right to retain any record of a reprimand removed from an Employee's personnel file in separate, confidential files outside of the Police Department, provided, however, that such records shall not be used for purposes of promotion, demotion or discipline of the Employee after removal from his personnel file. Access to such records shall be limited to the City Clerk, legal counsel for the City and appropriate representatives of the Council.

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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) calendar days after the event giving rise to the complaint, or ten (10) calendar 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) calendar 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) calendar days after the Employee was notified of the decision by the Department Head. Within ten (10) calendar 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) calendar 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) calendar 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) calendar 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) calendar 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) calendar 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) calendar 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) calendar 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. The Employer and the Council shall take turns as to the first strike. 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 and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. 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

19.1. No Lockout

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

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

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.

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

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.

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*.

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.

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 insure productivity and safety of the Employees and the citizens of the City.

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).

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.*).

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.

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 - \$6.00, Lunch - \$12.00 and Dinner - \$18.00. 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.

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.

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.

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 | School Resource Officer |
| Gang Intervention Unit | Any Assigned Task Force Position |
| Tactical Response Team (TRT) | |

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.

ARTICLE 23 - PHYSICALS

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.

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.

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.

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*.

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.

ARTICLE 24 - TERM AND TERMINATION

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, 2014 and after it is executed by the City and the Council, and shall remain in effect until April 30, 2018 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, 2018, 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.

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 15th 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 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 Council:

For the City of Belvidere:

President

Mayor Michael W. Chamberlain

Union Representative

Union Representative

Union Representative

FOP Labor Council

Dated: _____

Dated: _____

APPENDIX A

A.1 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	5/01/18 TO 4/30/19	5/1/2019 TO 4/30/2020	5/1/2020 TO 4/30/2021	5/1/21 TO 4/30/22
1	1	53,381	54,582	55,946	57,625
1A	2	59,625	60,967	62,491	64,366
2	3 & 4	61,253	62,631	64,197	66,123
3	5 & 6	66,251	67,742	69,435	71,518
4	7 & 8	69,106	70,661	72,427	74,600
5	9 & 10	71,740	73,354	75,188	77,443
6	11 & 12	75,134	76,825	78,745	81,108
7	13 & Over	81,091	82,916	84,988	87,538

- 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 2% increase effective 5/01/2018 (over the prior contract), a 2.25% increase effective 5/01/2019, a 2.5% increase effective 5/1/2020 and a 3% increase effective 5/1/2021.

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 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 year shall be deemed a year of service. Any period of service less than six (6) months of

service shall not qualify. (e.g. 2 years and 4 months of service shall equal 2 years of credit. 2 years and 7 months of service shall equal 3 years of credit). To be eligible for this service credit, the officer shall start at the beginning rate of pay, which rate shall, upon completion of their probationary period, be adjusted to the years of service credit as provided for herein.

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. **Re: Vision Benefits.** The City shall make available and facilitate the implementation of the Comp Benefits optical plan as presented to the bargaining unit during negotiations, 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.

3. 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 (April 30, 2018), 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.

CITY OF BELVIDERE

ILLINOIS FOP LABOR COUNCIL

By: _____

By: _____

Date: _____

Date: _____

