



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Clayton Stevens,	1 st Ward	Public Works Vice Chairman
Alderman Tom Porter,	1 st Ward	F&P Vice Chairman, City-County
Alderman Daniel Snow,	2 nd Ward	BPZ Chairman, City-County Chairman
Alderman Michael Borowicz,	2 nd Ward	Public Safety Vice Chairman, City-County
Alderman Wendy Frank,	3 rd Ward	City-County Vice Co Chairman
Alderman Thomas Ratcliffe,	3 rd Ward	F&P Chairman
Alderman Ronald Brooks,	4 th Ward	Public Works Chairman
Alderman George Crawford,	4 th Ward	Public Safety Chairman
Alderman Mark Sanderson,	5 th Ward	BPZ Vice Chairman
Alderman Marsha Freeman,	5 th Ward	City-County Coordinating Committee

AGENDA

July 9, 2018

6:00 p.m.

**City Council Chambers
401 Whitney Boulevard
Belvidere, Illinois**

Call to Order: Mayor Chamberlain.

Roll Call: Present: Absent:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business: None.

3. Public Works, Unfinished Business: None.
4. Public Works, New Business:
 - (A) Purchase of Loader Forks – Street Department.
 - (B) Thickener Building Floor Covering – WWTP.
5. Other:
 - (A) NIMEC - Electric Aggregation.
 - (B) Appointment of Donna Donato to the Ida Public Library Board.
 - (C) Resolution Authorizing the Execution of a Collective Bargaining Agreement with the Fraternal Order of Police Belvidere Sergeants.
6. Adjournment:

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 7/3/2018
Re: Purchase of Loader Forks – Street Department

We have received the following proposals for two 60" forks for our new Volvo end loader:

Alta Equipment Company 209 East Corning Avenue Peotone, IL 60468	\$5,475.00
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Rudd Equipment Company 4679 Baumgartner Road St. Louis, MO 63129	\$6,000.00
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I would recommend approval of the proposal from Alta Equipment Company, in the amount of \$5,475.00 for two new 60" end loader forks for the Street Department. This equipment will be paid for from Capital Funds, Line Item #41-5-752-8200.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 7/3/2018
Re: Thickener Building Floor Covering - WWTP

We have received the following proposals for providing a new epoxy floor covering in the Thickener Building at the WWTP:

Blast Master Flooring Preparation 507 East Washington Street Marengo, IL 60152	\$4,544.00
Sabo & Sons Painting 212 Briarcliff Street Poplar Grove, IL 61065	\$10,000.00

I would recommend approval of the proposal from Blast Master Flooring Preparation, in the amount of \$4,544.00 for providing an epoxy floor covering in the Thickener Building at the WWTP. This work will be paid for from Depreciation Funds, Line Item #61-1790.



CITY OF BELVIDERE
 Bid indications June 6, 2018

Comed default rate June 2018 to May 2019 7.75¢ per kWh

	Term (months): Price in ¢ per	Escape Clause	Early Termination Fees	Ownership	Total Programs (Max A/Cs served)	Power Sources	No pass through charges
Constellation Energy Services	12: 7.452 24: 7.387 36: 7.348	Ind'l	\$0	Wholly owned by Exelon (NYSE: EXC)	110 (872,000)	Nuclear: 37% Coal: 33% Nat Gas: 25% Other: 5%	Yes
Dyneby Energy	12: 7.203 24: 7.072 36: 7.014	Ind'l	\$0	Wholly owned by Vista Energy Corp (NYSE: VST)	510 (800,000)	Nuclear: 36% Coal: 33% Nat Gas: 27% Other: 4%	Yes
Eligo Energy	12: 7.344 24: 7.172 36: 7.144	Ind'l	\$0	Privately held by Eligo Energy, LLC, in energy space six years	25 (34,000)	Nuclear: 35% Coal: 32% Nat Gas: 28% Other: 5%	Yes
MC Squared	12: 7.300 24: 7.200 36: 7.150	Ind'l	\$0	Wholly owned by Wolverine Holdings	59 (140,000)	Nuclear: 36% Coal: 33% Nat Gas: 26% Other: 5%	12-24 mo: Yes 36 mo: No
MidAmerican Energy Services	12: 7.490 24: 7.360 36: 7.340	Ind'l	\$0	Wholly owned by Berkshire Hathaway Energy	31 (38,000)	Nuclear: 29% Coal: 34% Nat Gas: 30% Other: 7%	Yes



DONNA DONATO

Kaleen34@aol.com
1490 Willowbrook Drive
Belvidere, IL 61008
(815) 520-4152

OBJECTIVES

My goal is to gain employment in the social welfare field. To assist others to become independent and contributing members of the communities where they may reside

EDUCATION

Judson University
January 2018 M.A. in Human Services Administration

EXPERIENCE

Youth Services Network ♦ 107 N. 3rd St. Rockford IL 61103
Boone County Youth Services Coordination – March 2007
Program designs and implementations, LAN facilitation, case management, small group facilitator

SKILLS

- › Crisis Intervention
- › Conflict Resolution
- › Worked with youth, adults and in geriatrics
 - › Word 2016
 - › PowerPoint 2016

RESOLUTION #:
A RESOLUTION AUTHORIZING
THE EXECUTION OF A COLLECTIVE
BARGAINING AGREEMENT WITH THE
FRATERNAL ORDER OF POLICE
BELVIDERE SERGEANTS

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 SERGEANTS and the City of Belvidere, Boone County Illinois.

Approved:

Mayor

Attest:

City Clerk

Ayes:

Nays:

Absent:

Approved:

SPONSOR:

ILLINOIS FOP LABOR COUNCIL

and

CITY OF BELVIDERE

Sergeants

May 1, 2018 – April 30, 2022

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



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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

Pursuant to the certification by the Illinois Labor Relations Board, case No. S-RC-10-125, the City hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to rates of pay, wages, hours of employment and other terms and conditions of employment in the following unit:

Included: All full time police officers of the City of Belvidere in the rank and title of Sergeant.

Excluded: All other employees, employed by the City of Belvidere.

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 deduction 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 such change.

If an Employee has no earning 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 US 1066 (1986) with respect to the Constitutional rights of fair share payors.

2.5 Indemnification

The Council agrees to indemnify, defend 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 by the City for the purpose of complying with the provisions of this Article, or in reliance of 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 Sergeants assigned to Patrol 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. |

3.2 Shift Schedule

Sergeants working Patrol Division assignments shall work twelve (12) consecutive hour shifts. 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 schedule shall total 168 hours worked per twenty-eight (28) day period.

Sergeants will work a selected day or night shift based on seniority in rank. During the month of January, the police administration will solicit written requests from all patrol Sergeants as to their preferences over a day or night and rotation.

Sergeants 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 one eighty-four (84) in each fourteen (14) day work period.

- (a) In order to receive overtime premium pay or compensatory time off under this Section 3.3, the "regular hours worked" by a Sergeant must be worked outside of the Sergeant's regular schedule (or adjustments thereto which are permitted by this Agreement and/or agreed to by the Sergeant).

- (b) An Employee shall have the option of accruing up to a maximum of one-hundred and sixty-eight (168) ~~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)~~ one-hundred and eight (108) hours of compensatory time not used in a calendar year shall be carried over to the next calendar year, ~~and the~~ The balance (over 108) shall be paid out to the employee in the pay period following December 31st (maximum 60 hours), Employees with less than 108 hours of comp time accrued as of December 31st may elect to be paid for up to sixty (60) hours of their accrued compensatory time. ~~provided that an employee may during the same pay period, elect to be paid out for all compensatory time accrued in excess of fifty (50) thirty (30) hours.~~ 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. 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), 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 Section 22.2 below to bargain over replacement provisions. In the event that no replacement provision is agreed to, or awarded by an arbitrator, the Sergeants' comp time banks in existence as of the date of such termination shall be paid out to the effected Sergeants 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

Sergeants working Detective Division assignments shall work an average of 42 hours per week. The Chief of Police may make reasonable modifications to the work shifts of Sergeants assigned to the Detective Division to meet the operational needs of the Department.

3.5 Changes in Work Hours Days or Shifts

Management retains the right to alter work hours, work days and shift strength to meet operation requirements, provided such alterations will not be made for arbitrary or capricious reasons. A thirty (30)-day written notice shall be given to the Sergeants' designated representatives 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 work day and shall be entitled additionally to two (2) fifteen (15) minute breaks. Breaks and rest periods will be taken at the discretion of the Chief or his designee.
- (b) Employees scheduled to work eight (8) or eight and one half (8 1/2) 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) Sergeants 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 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.

5.3 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.

5.4 Court Time

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.

5.5 Training Time

Sergeants 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 Sergeant's regular working hours, the Sergeant 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. Sergeants may only accumulate compensatory time as long as their banked balance will not exceed the total hours stated in Section 3.3(b) above.

5.6 Field Training Sergeant

The Field Training Sergeant who is assigned to provide supervision of Field Training Officers shall receive an annual bonus of \$1,500.00 during the first pay period of the fiscal year immediately following the provision of such training services. In the event two or more different sergeants serve as the Field Training Sergeant in any year, the stipend shall be prorated between them.

5.7 Detective Sergeant

The Detective Sergeant, who is assigned to provide and actually provides, supervision of the Detective Division during a contract year, shall receive an annual stipend of \$1,250.00 during the first pay period of the fiscal year immediately following the provision of such services. In the event two or more different sergeants serve as the Detective Sergeant in any year, the stipend shall be prorated between them.

5.8 Assignment of Overtime

(a) Whenever a patrol sergeant and designated acting shift supervisor is absent from their assigned shift, and an overtime hire-back is required to meet department mandated shift coverage, the City shall offer any Sergeant the opportunity to work said overtime. Sergeants will have the option to accept or decline the offer without being required to work the shift. If no Sergeant volunteers for the overtime, then the overtime shall be offered to patrol officers to fill the vacancy.

(b) All police department-related non-emergency tasks requiring overtime shall be posted on a sign-up sheet 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 is interested in the detail may sign upon on the sheet. The overtime posting will stay on the board for five (5) days (when possible) and then be removed for review of the names. The Administration will take the first name in the overtime callout book and see if that name is signed up for the posted overtime. If they are not signed up, they will be marked as "refused" in the overtime callout book and the next name will be checked. This will continue until a name on the overtime posting and a name in the overtime callout book match. The matching name will be circled on the overtime posting sheet and the sheet will be hung back on the bulletin board so the Sergeant will be aware that they have been assigned 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 an emergency callout may be implemented. The parties further agree and understand that Sergeants shall not have the right to authorize their own overtime. During emergency situation callouts, the first sergeant contacted shall respond and shall not have the right to refuse a callout.

(c) In emergency (last minute) situation callouts, and to effect an immediate response to the needs of the Department, the Chief, or his designee, may call any Sergeant to work desired. During such emergency situation callouts, the first Sergeant contacted shall respond and may not refuse the callout.

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.

<u>Years of Continuous Service*</u>	<u>Length of Vacation</u>
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

* For purposes of this sub-section, "Years of Continuous Service" commence on the Employee's date of hire with the City, not time in rank.

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. Sergeants will not be scheduled for mandatory training between (a) their last duty day prior to their vacation and (b) their first day following their vacation.

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 work day, 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, Sergeants 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 Sergeants 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 Sergeant's treating physician. An employee's assignment to alternative duty shall not be deemed to restart or interrupt the 160 days continuous sick leave as set forth in section 8.1(g). For example, if an employee is on sick leave for 20 days and then placed on alternative duties for 10 days, the 160 day sick leave permissible under 8.1(g) will not restart if the employee leaves alternative duties for any reason, but the original 20 days will be deemed continuous with the subsequent leave.

- (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 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 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 or 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) work days' leave of absence without loss of pay in order to attend funeral services for a death in the immediate family. Work days 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. In the event of the loss of a spouse, child or step-child, the Sergeant will be entitled to up to four (4) work days without loss of pay.

- (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 including, but not limited to, a PPO service option.
- (b) 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%.

- (c) Eligibility for coverage shall be governed by the relevant group health plan in place at the time and/or relevant federal or state law.
- (d) For the existing, as of January 1, 2014, dental plan offered by the City: Effective January 1, 2015, the City and Union agree that the maximum dental per covered individual shall increase to \$1,500.00 per year. Effective January 1, 2015, the maximum orthodontia benefit per covered individual shall increase to \$1,000.00 as a lifetime benefit. Effective January 1, 2016, the maximum orthodontia benefit per covered individual shall increase to \$1,250.00 as a lifetime benefit. Effective January 1, 2017, 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 this Agreement. In consideration of this benefit, the City and the Union agree that the portion of premium corresponding to the dental benefit, paid by bargaining unit members, shall be increased in proportion to the increase in maximum benefit.

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 Section 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) If an employee is eligible to receive pension benefits in all respects, except for their age, and the employee chooses to retire, the employee may elect to continue on the City's health plan, but shall pay the entire cost of premiums charged to the City for such coverage as well as the entire cost of the premiums for all dependents continuing coverage. When such an employee begins receiving pension benefits, subsection (a) above shall govern.
- (c) Premium payments must be made to the City within fifteen (15) days of each month for coverage in the following month in order to keep said insurance in effect. Failure to timely make any premium payment may result in the retiree or dependents being dropped from the City's health plan.
- (d) 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 towards funeral and burial expenses 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 out of pocket expenses reimbursed at 100%.

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

As soon 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" health insurance expenses on a pre-tax basis.

ARTICLE 10 - UNIFORM ALLOWANCE

10.1 General

Sergeants shall receive a uniform allowance in the same amount and manner received by police officers under the Collective Bargaining Agreement between the City of Belvidere and The Fraternal Order of Police Lodge No. 245 on an annual basis.

All Police Department Sergeants will be supplied bulletproof 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 Sergeants 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 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.

10.3 Replacement of Personal Property

Personal property should not typically be worn or used in the line of duty and as such, employees will not be reimbursed for the loss or damage to personal property with the following exceptions. Necessary prescription eyeglasses or contacts will be reimbursed. Wristwatches shall be reimbursed up to \$100.00. All requests for reimbursement shall be submitted to the Chief of Police with the incident report.

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, or his designee, 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 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 Sergeant in the Police Department shall receive an annual performance review. The review shall be made in writing by the Sergeant's supervisor or the Police Chief and may suggest future training and suggestions for improvement as well as review past performance. The Sergeant's supervisor and/or the Chief of Police shall meet with the Employee to discuss the written performance evaluation. The Sergeant 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 Tuition Reimbursement

The City, in an effort to have a well educated Police Department, shall reimburse any Sergeant for fifty percent (50%) of the cost of tuition and course books to a maximum of \$2,500.00 per fiscal year, subject to an aggregated Department Total of \$10,000.00 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. Approval for courses under

this Section shall not be unreasonably withheld.

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 13.4 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, Employees and to the Council.

14.2 Procedure

In the event the City determines that layoffs are necessary, any layoffs and reinstatements shall be in accordance with 65 ILCS 5/10-2.1-18.

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.

15.3 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.

15.4 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.

15.5 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 premium payment as provided for under the labor contract during period of unpaid leave.
- (3) Employees having vacation, personal days, holidays, compensation time, or other paid time off on the books will be required to use such time before unpaid leave will begin. This paid leave will be considered as part of leave authorized by the 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 representative of similar rank, by legal representation and/or a Council representative, where the Employee reasonably believes that his responses may result in discipline, provided that the inquiry, investigation or interrogation shall not be unreasonably delayed while the Employee obtains such representation.

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 or equal to five (5) calendar days 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 Jurisdiction of Board of Fire and Police Commissioners

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

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 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, no 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

20.1 Wages

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. 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

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, 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.

The aforementioned does not waive the right to decisional or effects bargaining and is subject to the provisions of the Illinois Public Labor Relations Act.

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 Resolution 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).

22.5 Bill of Rights and Representation

The City will act in accordance with the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1, *et seq.*). 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 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. The delay of the questioning shall not normally exceed four (4) hours to accomplish representation.

22.6 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.

22.7 Residency

All Employees shall be required to live within a 25 mile radius of the Public Safety Building (615 Main Street). The radius shall be measured on an "as the crow flies" basis.

22.8 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.

22.9 FOID Card Reimbursement

The City shall reimburse each Sergeant the cost of purchasing or renewing their Illinois Firearm Owner Identification Card (FOID Card). It shall be the responsibility of the Employee to notify the Chief of Police of the upcoming expiration. An Employee who leaves employment of the City (other than retirees who are eligible, and have applied for 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 the Sergeant for his/her FOID card, through payroll deduction from the Employee's last paycheck.

22.10 Physical Examinations

The City agrees to pay the in network co-payment, one time per fiscal year, necessary for each Sergeant to obtain a physical examination under the City's health insurance plan. In the event that the City's Health Plan does not cover the cost of a prostate-specific antigen (PSA) screening, the City will reimburse the Employee for that test, if the Employee elects to have the test. The Employee's physician, upon the City's request shall disclose to the City, medical findings relevant to the Employee's fitness to perform the Employee's job. The Employee agrees to execute any authorization (including HIPPA consents) necessary to allow the information to be shared with the City. The information shall be maintained in a file separate from the Employee's personnel file.

Further, the City may require each Employee 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 employee's continued fitness or ability to perform the Employee's job, in accordance with relevant Federal and State law (including but not limited to the American with Disabilities Act) and Departmental Policy.

The results, reports or records of any such physical examination shall remain confidential. The City's physician may disclose the following findings to the City: a) whether the Employee is physically fit or able to perform the Employee's job; and b) if the Employee is not fit or able to perform the Employee's job, the reasons and medical findings supporting such a determination. The Employee agrees to execute any authorization (including HIPPA consents) necessary to allow the information to be shared with the City. The information shall be maintained in a file separate from the Employee's personnel file.

If the Employee objects to any portion of the City's physician's findings, the Employee, may at his/her expense, provide the City with an opinion or report from an Illinois licensed physician of the Employee's choosing, provided the report is based upon a current examination by that physician. If the two physicians' opinions differ, then either the City or the Employee may engage a third examination by an Illinois licensed physician, who shall be chosen by the City's physician and the Employee's physician, the cost of which shall be equally split between the City and the Employee.

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*.

ARTICLE 23 - TERM AND TERMINATION

23.1 Term of Agreement

Except as expressly provided otherwise in this Agreement, the terms and conditions of this Agreement shall become effective on May 1, 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 March 1, 2022, 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.

23.2 Effect During Negotiations

In the event that notice is given as provided in Article 23.1, 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 willingness to abide by the terms of this Agreement, the duly-authorized agents of the parties have executed this Agreement in the space provided below.

For the Sergeants:

For the City of Belvidere:

Mayor Michael W. Chamberlain

ATTEST: CITY CLERK

Alderman

Dated: _____

Dated: _____

APPENDIX A

I. Sergeants shall receive the following salaries plus longevity:

12% over the highest base step paid to a Police Officer.

Longevity based on total years of service as a sworn peace officer with the City as follows:

BEGINNING YEAR	LONGEVITY RATE
3rd	.0025 x base
4th	.0050 x base
5th	.0075 x base
6th	.0100 x base
7th	.0125 x base
8th	.0150 x base
9th	.0175 x base
10th	.0200 x base
11th	.0225 x base
12th	.0250 x base
13th	.0275 x base
14th	.0300 x base
15th	.0325 x base
16th	.0350 x base
17th	.0375 x base
18th	.0400 x base
19th	.0425 x base
20th	.0450 x base
21st	.0475 x base
22nd	.0500 x base
23rd	.0525 x base
24th	.0550 x base
25th	.0575 x base

Increases in longevity shall be effective the first month following the Employee's anniversary date.

Y:\Police Misc\Police.Sergeant.Negotiations.2010\TADraft.DOC

EXHIBIT "1"
DUES AUTHORIZATION FORM
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

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

Date: _____ Signature: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____
Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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

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: _____