

ILLINOIS FOP LABOR COUNCIL

and

CITY OF DIXON

Sergeant & Officer

May 1, 2019 - April 30, 2023

Springfield - Phone: 217-698-9433 Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 Fax: 706-784-0056

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-1F0P911

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 RECOGNITION	1
ARTICLE 2 NON-DISCRIMINATION	1
ARTICLE 3 MANAGEMENT RIGHTS	1
ARTICLE 4 WORK RULES AND REGULATIONS.....	1
ARTICLE 5 DUES DEDUCTION.....	2
5.1 DUES DEDUCTION.....	2
5.2 DUES.....	2
5.3 INDEMNIFICATION	2
ARTICLE 6 - HOURS OF WORK.....	2
6.1 REGULAR HOURS.....	2
6.2 SHIFT ROTATION SCHEDULE.....	3
6.3 WORK SCHEDULE	3
6.4 CONTINUOUS OPERATIONS.....	3
6.5 SHIFT CHANGE	3
6.6 PERMANENT WORK CHANGE	3
6.7 DETECTIVE SCHEDULES.....	4
ARTICLE 7 OVERTIME	4
7.1 RATE OF PAY	4
7.2 COMPENSATORY TIME.....	4
ARTICLE 8 SENIORITY.....	4
8.1 DEFINITION	4
8.2 PROBATION PERIOD	5
8.3 SENIORITY LISTS.....	5
8.4 BREAKS IN CONTINUOUS SERVICE	5
ARTICLE 9 LAY OFF AND RECALL.....	5
9.1 LAY-OFF.....	5
9.2 RE-CALL.....	5
ARTICLE 10 STRIKES AND LOCKOUTS	5
ARTICLE 11 DISCIPLINE AND DISCHARGE.....	6
11.1 REPRESENTATION	6
11.2 CONDUCT OF DISCIPLINARY INVESTIGATION.....	6
11.3 JUST CAUSE.....	6
11.4 PROGRESSIVE/CORRECTIVE DISCIPLINE.....	6
11.5 EXPUNGEMENT OF RECORDS	6
ARTICLE 12 GRIEVANCE PROCEDURE.....	6
12.1 LABOR COUNCIL/CITY GRIEVANCE REPRESENTATION	7
12.2 DEFINITION	7
12.3 PROCEDURE	7
12.4 ARBITRATION	8
12.5 AUTHORITY OF THE ARBITRATOR	9
12.6 EXPENSES OF ARBITRATION	9
ARTICLE 13 UNION ACTIVITIES	9

ARTICLE 14 LABOR MANAGEMENT MEETING	9
ARTICLE 15 WAGES	9
15.1 WAGE SCHEDULE.....	9
15.2 TEMPORARY ASSIGNMENT PAY	9
15.3 DETECTIVE PAY.....	10
ARTICLE 16 CALL BACK AND COURT TIME	10
16.1 CALL-BACK	10
16.2 COURT TIME	10
16.3 COURT STAND-BY COMPENSATION.....	10
16.4 KSB DETAIL	10
16.5 KSB STANDBY COMPENSATION	10
ARTICLE 17 SICK LEAVE	11
17.1 INJURY-ON-DUTY	11
17.2 NON-WORK RELATED INJURY/ILLNESS.....	11
17.3 REQUIREMENTS FOR BENEFITS	11
17.4 USE OF SICK TIME.....	12
17.5 SICK LEAVE BONUS	12
17.6 FITNESS FOR DUTY EXAMINATION.....	12
17.7 FAMILY SICK LEAVE	12
ARTICLE 18 LEAVES OF ABSENCE.....	13
18.1 ELIGIBILITY REQUIREMENTS	13
18.2 APPLICATION FOR LEAVE	13
18.3 BASIS FOR APPROVAL OR DENIAL.....	13
18.4 RETURN TO WORK AFTER LEAVE OF ABSENCE.....	13
18.5 BEREAVEMENT LEAVE.....	14
18.6 JURY DUTY	14
18.7 PERSONAL DAYS.....	14
18.8 MATERNITY/PATERNITY LEAVE	14
ARTICLE 19 HOLIDAYS.....	15
19.1 HOLIDAY COMPENSATION	15
ARTICLE 20 VACATIONS.....	15
20.1 ELIGIBILITY AND ALLOWANCE.....	15
20.2 VACATION PAY.....	16
20.3 WORK DURING VACATION PERIOD	16
ARTICLE 21 CLOTHING ALLOWANCE.....	16
21.1 UNIFORMS	16
21.2 DETECTIVE/SPECIAL ASSIGNMENTS.....	16
21.3 FOOTWEAR ALLOWANCE	17
ARTICLE 22 INSURANCE.....	17
22.1 HEALTH INSURANCE.....	17
22.2 SURVIVOR'S INSURANCE BENEFIT.....	18
22.3 LIFE INSURANCE BENEFIT	18
22.4 RETIREE INSURANCE BENEFIT.....	18
22.5 INOCULATIONS AND VACCINATIONS.....	19
ARTICLE 23 GENERAL PROVISIONS.....	19
23.1 BULLETIN BOARDS	19
23.2 IN-LINE OF DUTY' DEATH BENEFIT.....	19
23.3 EDUCATIONAL REIMBURSEMENTS	19

23.4 EMPLOYEE TESTING.....	19
23.5 EMPLOYEE TESTING FOR OFFICER INVOLVED SHOOTING.....	21
ARTICLE 24 SEPARABILITY	22
ARTICLE 25 DURATION.....	22
ARTICLE 26 RESIDENCY.....	23
ARTICLE 27 SERGEANT PROBATIONARY PERIOD.....	23
ARTICLE 28 SIGNATURES.....	23
APPENDIX A WAGES	24
APPENDIX B DUES AUTHORIZATION FORM	27
APPENDIX C MODIFIED RETURN TO WORK PROGRAM DIXON POLICE DEPARTMENT	28
APPENDIX D HEALTH INSURANCE	30

PREAMBLE

This Agreement is entered into by and between The City of Dixon, (hereinafter referred to as the "Employer" or "City") and the Illinois Fraternal Order of Police Labor Council/Dixon (hereinafter referred to as the "Labor Council"). The Agreement shall be in effect from May 1, 2019 through April 30, 2023.

ARTICLE 1 RECOGNITION

The City agrees to recognize the Labor Council as sole and exclusive representative on such matters relating to wages, hours and working conditions upon which it may lawfully bargain collectively for the classification of Patrolman and Sergeant.

ARTICLE 2 NON-DISCRIMINATION

The parties to this Agreement do pledge and agree that there will be no discrimination against any employee, or prospective employee, by reason of his race, sex, creed, color or national origin, and that they will mutually work to give effect to the spirit and the letter of all obligations resting upon them as responsible participants in the community and nation, whether these obligations be ethical, moral or legal. All pronouns or other words in this Agreement which connote gender shall be deemed to include the several sexes.

ARTICLE 3 MANAGEMENT RIGHTS

Except as limited by the terms and provisions of this agreement, and the authority granted by the applicable Illinois Statutes, the City retains all traditional rights to manage and direct the affairs of the City as authorized and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations, consistent with all rights and authority possessed by the City prior to the execution of this agreement. These rights and authority include, but are not limited to, the following:

To plan, direct, control and determine all the operations and services of the City; to determine the City's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of City affairs; to hire all employees and to establish the qualifications and standards for employment as authorized by law, to schedule and assign work; to promote as authorized by law, evaluate employees within the City; to establish work and productivity standards and, from time to time, to change those standards; to lay off or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies, to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change, relocate, modify or eliminate existing methods, equipment or facilities; and to determine whether services are to be provided by employees covered by this agreement.

ARTICLE 4 WORK RULES AND REGULATIONS

The City shall have the right to make such reasonable rules and regulations as are necessary for the safe and efficient operation of the Police Department and the morale of its members in the prosecution of its business. Any action taken by the City under these rules must be reasonably proximate to the causal event. These rules and regulations must be posted. Posting shall constitute notice to the employees of the rules. The reasonableness of

any rule promulgated by the City is subject to adjudication through the grievance procedure. There shall be no ex post facto implementation of rules; and further, they shall not be in effect until they have been posted for at least seventy-two (72) hours.

ARTICLE 5 DUES DEDUCTION

5.1 Dues Deduction

Upon receipt of a written and signed authorization form (Appendix B) from an employee, the Employer shall deduct the amount of the **Labor** Council dues and the initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois.

Illinois Fraternal Order of Police Labor Council
974 Clocktower Drive
Springfield, IL 62704

The Labor Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date. In respect to the above dues, all deductions shall be forwarded to the F.O.P. Labor Council by the fifteenth (15th) of each month. Such deductions authorized by an employee to the Employer shall be irrevocable unless revoked by written notice to the Employer and the Labor Council ninety (90) days prior to the expiration of this agreement. The Employer agrees to forward a list of employees along with the above dues. The list shall;

- a) contain the name and address of each employee from whom the dues have been deducted, and
- b) shall indicate if the dues are authorized deductions

5.2 Dues

Each employee who on the effective date of this Agreement is a member of the Labor Council, and each employee who becomes a member of the Labor Council after that date shall maintain his membership in good standing in the Labor Council during the term of this Agreement.

c) 5.3 Indemnification

The **Labor** Council shall hold and save the City harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE 6 HOURS OF WORK

6.1 Regular Hours

The regular hours of work each day shall be consecutive. Under normal circumstances, Patrol Division officers shall work shifts of twelve (12) consecutive hours as follows:

(1) Day Shift	6:00 a.m. – 6:00 p.m.
(2) Night Shift	6:00 p.m. – 6:00 a.m.
(3) Peak Shift	4:00 p.m. – 2:30 a.m.

Eight (8) consecutive hours of work shall constitute a work shift for employee assignments as designated by the Chief of Police. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time. Nothing in this Article or Agreement shall be construed as a guarantee of hours per day or days per week of employment or pay in lieu thereof, nor a limitation of hours per day or days per week which may be scheduled. Any officer working the Peak Shift shall be paid a Peak Shift differential of \$1.00 per hour.

6.2 **Shift Rotation Schedule**

Officers working Patrol Division assignments shall work twelve (12) consecutive hours shift on an eight (8) week rotation. See following example:

Two days on	Monday and Tuesday
Two days off	Wednesday and Thursday
Three days on	Friday, Saturday, and Sunday
Two days off	Monday and Tuesday
Two days on	Wednesday and Thursday
Three days off	Friday, Saturday, and Sunday

6.3 **Work Schedule**

Work Schedules showing the employees' shifts, work days and hours shall be posted on all department bulletin boards at all times.

6.4 **Continuous Operations**

The practices with respect to continuous operations and scheduling of shifts in effect as of the date of execution of this Agreement shall be continued for the duration of this Agreement.

6.5 **Shift Change**

Except where circumstances which require a personnel shift change which could not be reasonably foreseen, any change from posted work schedule shall require a fifteen (15) calendar day notice, unless the officer agrees with the change. Notifications shall be in writing and posted. Date of posting is day one (1). Any officer who is required to work a Night Shift for more than 2 months shall be paid a shift differential of \$1.00 per hour for all continuous Night Shift hours beyond the 2 months. Officers who volunteer to work Night Shift shall not be paid this differential. Any officer working either the Peak Shift or the Night Shift, or a combination of both, for more than 3 months, shall be paid a differential of \$2.00 per hour.

6.6 **Permanent Work Change**

If the City decides to change the existing work schedule to a permanent shift assignment format, it must notify the **Labor** Council thirty (30) days prior to the change. The Labor Council shall have the right to negotiate with

the City over shift differential for those employees scheduled to work 6pm to 6am.

6.7 Detective Schedules

Officers working Detective Division assignments shall work shifts of eight (8) consecutive hours Monday through Friday. The Chief of Police may modify the work shifts of officers assigned to the Detective Division when deemed necessary.

ARTICLE 7 OVERTIME

7.1 Rate of Pay

- (a) Time and one-half ($1\frac{1}{2}$) the employee's regular hourly rate of pay, as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours: All work performed in excess of forty (42) hours (for eight hour schedules) in any work week or eighty-four hours (for twelve hour schedules) in any bi-weekly work period.

An employee required to report to work before the start of his regular shift shall not be sent home early, but shall be given the opportunity to complete his regularly assigned work shift.

- (b) All in-house police department train the trainer type training shall be paid at overtime rate of time and a half if performed outside of normal duty hours. All State Mandated training courses to be paid at overtime rate of time and a half if performed outside of normal duty hours. All MTU (Mobile Training Unit) non-state mandated training shall be flex time, example 8 hours equals 12 hour of flex time if performed outside of normal duty hours. All such training shall be as scheduled and approved by the Chief of Police or his designee.

7.2 Compensatory Time

An employee may elect to take compensatory time in lieu of overtime payment. Compensatory time shall be calculated at the same rate as overtime payment. Employees may accumulate up to sixty (60) hours of compensatory time; however, an employee may maintain a balance of sixty (60) hours by depositing more compensatory time in the compensatory bank. (For example, if an employee accrues sixty (60) hours of compensatory time and then uses twenty-four (24) hours of compensatory time, the employee may accrue more compensatory time, not to exceed sixty (60) hours in the compensatory bank.) Hours can be used in increments of one (1) to twelve (12) hours. Hours carried over from one year to the next will be compensated at the pay rate the employee accumulated the hours. Compensatory time shall not be unreasonably denied.

ARTICLE 8 SENIORITY

8.1 Definition

Seniority means an employee's length of continuous uninterrupted service with the Employer since his last date of hire.

8.2 Probation Period

New employees shall be added to the seniority list one (1) year after completion of the Dixon Police Department Field Training Program (FTO). During this period of probation no grievance may be filed by such employee, or on his behalf, regarding his discharge or other discipline.

8.3 Seniority Lists

Once each year the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local and the Labor Council when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Labor Council or an employee.

8.4 Breaks in Continuous Service

An employee's continuous service record shall be broken and seniority lost by voluntary resignation, discharge for a just cause, lay-off for a period longer than continuous service or twenty-four (24) months whichever is least, failure to return upon recall from lay-off as provided in 9.1, retirement, and failure to return to active work on the first day of scheduled work following the expiration of a leave of absence.

ARTICLE 9 LAY OFF AND RECALL

9.1 Lay-Off

In the event the City lays a Patrolman or Sergeant off, it will lay-off the least senior employee in the classification to be reduced providing there remains on the staff an employee with the necessary skill, ability, knowledge and physical fitness to perform the work of the least senior employee. Where such skill, knowledge, ability and physical fitness is not available, the City may retain personnel out of seniority order. Such a decision is subject to the Grievance Procedure. A laid-off employee shall retain and accumulate seniority subject to Section 8.4 but shall receive no pay or other benefits of employment. Upon recall to work, an employee's vacation pay (not bonus) shall be pro-rated and each full calendar month on lay-off shall reduce his vacation pay by one-twelfth. A laid-off employee's Health, Welfare and Life Insurance will be continued as provided in Article 22 for three (3) full calendar months following lay-off. The City will recall an employee by telephone, certified mail, or email, in seniority order subject to the same skill, ability, knowledge and physical fitness provision as governs lay-off, and the employee will accept recall within seventy-two (72) hours of receipt and report to work within five (5) calendar days of receipt.

9.2 Re-Call

The Employer shall give the Labor Council and the affected employee(s) not less than two (2) weeks prior notice of the effective date of any layoff. Laid off employees shall then receive thirty (30) days' pay. Employees shall have recall rights for not less than twelve (12) months from the date of layoff.

ARTICLE 10 STRIKES AND LOCKOUTS

There shall be no lockout of employees instituted by the Employer during the term of this Agreement. There shall be no strike of any kind during the term of this Agreement.

ARTICLE 11 DISCIPLINE AND DISCHARGE

11.1 Representation

Employees covered by this Agreement shall have the right to request and to have a Labor Council representative with him/her at all stages of interrogation whether formal or informal. "Labor Council Representative" for the purposes of this Article shall be defined as a representative of the Illinois Fraternal Order of Police Labor Council. A local representative may be named by the Labor Council in the event that an immediate need arises in an emergency requiring immediate investigation or at the discretion of the Labor Council. This local representative shall be a person who is not an investigator of, a witness to, or in any way involved in the matter under investigation. It is agreed that any relevant information or document not available for inspection prior to any proceeding under this Agreement adverse to the interest of the employee shall be barred from use.

11.2 Conduct of Disciplinary Investigation

If an inquiry, investigation, or interrogation, oral or written, of an employee classified as a "peace officer" under the Act could result in the recommendation of some action, such as suspension, dismissal, loss of pay, reassignment or a similar action which could be considered a punitive measure, then the Employer shall follow the procedures set forth in the Illinois Compiled Statutes, 50 ILCS 725/1 et seq.

11.3 Just Cause

Disciplinary action may be imposed upon an employee only for just cause.

11.4 Progressive/Corrective Discipline

The parties recognize the principles of progressive and corrective discipline. The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense, including discharge for first offense for major offenses.

11.5 Expungement of Records

The parties agree that oral or written warnings shall be expunged from an employee's personnel and /or disciplinary file(s) after one year from issuance provided no repeat of the same infraction has occurred in that time period, but infractions related to use of force and insubordination, and suspensions of five (5) days or less, shall be expunged from an employee's personnel and/or disciplinary file(s) only after three (3) years after the qualifying written warning or suspension is received providing no repeat of the same infraction has occurred in that period. All such expungements shall take place upon written request by the employee. Any information of an adverse employment nature which may be contained in any exonerated, unfounded or no conclusion file shall not be used against the Officer in any future disciplinary proceeding. Records of suspensions over five (5) days shall remain a permanent part of the personnel and/or disciplinary file.

ARTICLE 12 GRIEVANCE PROCEDURE

If any difference should arise, an earnest effort shall be made to settle it in the manner described below, provided that no grievance shall be processed in any step (including arbitration) if the aggrieved employee, or any employees, are engaged in a strike in violation of this Agreement.

12.1 Labor Council/City Grievance Representation

Labor Council grievance representation will consist of no more than two (2) members of the bargaining group (who have at least one (1) year's seniority) and may be elected or selected at this discretion of the Labor Council. The City will be represented in the various steps of the grievance procedure as follows:

- Step 1 - Lieutenant or his representative
- Step 2 - Chief of Police or his representative
- Step 3 - City Commissioners or their representative

12.2 Definition

A grievance is defined as an allegation by an employee, or the exclusive bargaining representative on behalf of an employee, that the City has violated a provision of the collective bargaining agreement. All formal grievances shall be processed in accordance with these grievance procedures. The parties acknowledge that the informal resolution of disputes is appropriate in certain circumstances and that resolution of problems at the lowest possible level is in the best interests of both parties, therefore, nothing herein shall prohibit the parties from informally discussing and resolving disputes under the contract.

12.3 Procedure

Time Limits and Grievance Steps.

- A. The Grievance: All grievances to be processed under this Article 12 shall be presented in writing. The grievance shall state: the name of the grievant; the Article and Section of the Agreement alleged to have been violated; the date of the occurrence which gave rise to the grievance; and, a description of the occurrence. The grievance shall be signed by the grievant or their representative, dated and present to the grievant's immediate supervisor.
- B. Time for Filing: The written grievance must be presented to the immediate supervisor within ten business (10) days of the date the grievant knew, or with the exercise of reasonable due diligence should have known, of the occurrence which gave rise to the grievance. For grievances where the alleged violation is an action taken at any public meeting pursuant to the Open Meetings Act, the time limit for filing a grievance shall be ten business (10) days after such meeting. If a grievant should fail to advance a grievance through the steps within the proscribed time limits, the grievance shall be barred. Should any administrator fail to respond within the time limits proscribed, the grievant shall be allowed to advance the grievance to the next step. Time limitations may be extend by mutual written agreement. The term "business days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and Holidays.
- C. There shall be 4 steps in the grievance process and the grievance shall be processed in the order of the steps unless the parties mutually agree in writing that a grievance should be initially filed a level higher than level 1. Once a grievance has been acted upon at any level of the grievance process, no new alleged violations may be added. A grievance may be withdrawn by the grievant at any step. Any resolution of the grievance during the grievance processed shall be reduced to writing and signed by the parties.

D. Employees shall have the right to have a union representative accompany them through the grievance procedure. The employee shall identify the representative prior to the initial Step 1 meeting.

E. Grievance Steps:

STEP 1: Department Head: The employee shall initially present the grievance to the appropriate Department Head or their designee. The Department Head or designee shall schedule a meeting with the employee and the union representative to discuss the grievance and shall respond to the grievance in writing within 5 business days. A copy of the response shall be provided to the employee and the union representative.

STEP 2: City Manager: If the grievance is not resolved at the STEP 1 level, the grievant or Union may proceed to STEP 2 by giving notice to the City Manager within 5 business days after the receipt of the Department Head's response. The City Manager shall schedule a meeting with the employee/union within 10 days of receipt of the notice with the employee and the union representative. The City Manager shall provide a written response within 10 business days following their meeting. A copy of the response shall be provided to the employee and the union representative.

STEP 3: Grievance Committee: If the grievance is not resolved at the STEP 2 level, the grievant or union may proceed to STEP 3 by giving notice to the Mayor within 10 business days after the receipt of the City Manager's response. The Mayor shall schedule a meeting with the grievance committee within 21 days of receipt of the notice with the employee and union representative. The grievance committee shall consist of 2 council members and a member of the Police and Fire Commission. The grievance committee shall provide a written response within 10 business days following the STEP 3 meeting. A copy of the response shall be provided to the employee and the union.

STEP 4: Arbitration: If the grievance remains unresolved within 10 business days after the reply of the Grievance Committee, the grievant, with the consent of the Union, may invoke arbitration.

12.4 **Arbitration**

The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the union within 10 business days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of 7 names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators or American Association of Arbitrators and are residents of Illinois, Wisconsin or Indiana. Both the employer and the Union shall have the right to strike 3 names from the list. The parties by a toss of a coin shall determine which party shall first strike 1 name; the other party shall then strike 1 name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

12.5 Authority of the Arbitrator

The parties agree that grievance arbitration hearings held pursuant to this procedure shall be expedited on all issues except for matters of discharge and/or suspension. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with issues of contract interpretation or application submitted to him and appealed to arbitration, and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the employer and to the Union within 30 days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this agreement to the fact of the grievance presented. Subject to the arbitrator's compliance with provisions of this section, the decision of the arbitrator shall be final and binding.

12.6 Expenses of Arbitration

The fees and expenses of the arbitrator shall be borne equally by the employer and the union. However, each party shall be responsible for compensation of its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

ARTICLE 13 UNION ACTIVITIES

Labor Council activity within City facilities shall be restricted to collective bargaining under this Agreement. The Labor Council shall not engage in Labor Council activities on City time or its property which will interfere with assignments or duties. Members of the Grievance Committee shall ask for and obtain permission before leaving their jobs in order to conduct Labor Council business. Members of the Grievance Committee will ask for and obtain permission from the Sergeant of any employee with whom he wishes to carry on Labor Council business.

ARTICLE 14 LABOR MANAGEMENT MEETING

A Labor-Management Committee shall be established consisting of the Police Chief and other designated representative(s) of Management, the Labor Council, Local President and other designated representative(s) of the Labor Council. This Committee shall hold meetings at the request of either Party for the purpose of maintaining communications between Labor and Management in order to cooperatively discuss and solve problems of mutual concern. When one (1) party gives notice of request for a Labor-Management Committee meeting, the meeting shall be held within a reasonable period of time. An agenda for the Labor-Management meeting will be attached to said notice.

ARTICLE 15 WAGES

15.1 Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

15.2 Temporary Assignment Pay

Each patrol shift will have an officer in charge when the Sergeant is absent. In order to designate the officer in charge of the shift, the command staff, which would include the Chief, Lieutenants, and Sergeants, would meet and decide by consensus what officer will be assigned to this position. In the event that there is a split decision,

the Chief of Police will decide the outcome. In the event the officer would not want the responsibility, the command staff would decide on another officer for this assignment. The patrolman shall be paid at 110 percent of his normal rate of pay for the entire shift. Effective May 1, 2020, this amount shall be increased to 112 percent of his/her normal rate of pay.

15.3 Detective Pay

Effective May 1, 2020, an officer assigned to Detective shall during such assignment receive an annual stipend of five hundred dollars (\$500). This amount shall increase to \$1,000.00 effective May 1, 2022. Such stipends shall be pro-rated in such years the assignment is less than a full year. (*E.g.* If serving 6 months as detective in the fiscal year, the stipend would be \$250). The eligible stipend shall be paid at the April payroll date, in the year following assignment.

ARTICLE 16 CALL BACK AND COURT TIME

16.1 Call-Back

An employee who has actually left work at the conclusion of his/her regular shift of work and who is called back to work shall be given a minimum of two (2) hours pay at his/her current overtime rate.

16.2 Court Time

An employee called to testify in court by reason of his employment outside of his regular hours (as defined Article 6) shall be paid a minimum of two (2) hours at the employee's regular hourly rate of pay or for actual time worked when hours worked exceed the two (2) hour minimum.

16.3 Court Stand-By Compensation

All employees working in the patrol division shall receive one (1) hour of court standby compensation, at time and one-half rate, if court is cancelled on the day the officer is scheduled to appear. An employee must be off-duty to be eligible for court standby compensation.

16.4 KSB Detail

An employee required to work the psychiatric unit at KSB outside of his regular hours shall be compensated at a rate of pay 2x their regular hourly rate for all hours assigned.

16.5 KSB Standby Compensation

All employees shall receive 1 hour of KSB standby compensation at time and one half rate, if placed on standby for the KSB detail.

ARTICLE 17 SICK LEAVE

17.1 Injury-On-Duty

A sworn officer who is injured in the line of duty shall be entitled to receive his full salary in accordance with the "Public Employees Disability Act" 5 ILCS 345/1 Illinois Compiled Statutes, except that he shall remit to the City whatever moneys he shall receive from Workmen's' Compensation insurance carriers during this time period. In no instance shall he receive a total pay in excess of his earnings had he not been disabled. During such leave employees shall be entitled to all benefits as if working.

A probationary employee (an employee with less than 1 years' service with the Police Department) shall be entitled to pay in accordance with section 17.1 above. This benefit is solely and exclusively to be applied to service-connected illness or injury for which benefits under the Public Employees Disability Act are paid. The employee will remit to the City whatever moneys he receives by reason of payment from Workmen's' Compensation insurance carriers or other during this time period.

17.2 Non-Work Related Injury/Illness

A non-probationary employee who is ill or injured by reason of any cause other than one covered by Workmen's Compensation, self-employment or employment by another Employer shall be entitled to up to four (4) months' full pay in any calendar year. If an employee exhausts the benefits provided hereunder, he must return to the active employment of the Police Department for a period of not less than four (4) consecutive months before being eligible for further benefits, the calendar year provisions contained in this Article notwithstanding.

A probationary employee shall, during the period of probation, accrue and have available four (4) hours per pay period, available to use for reason of being ill or injured by reason of any cause other than one covered by Workmen's Compensation, self-employment or employment by another Employer. Once the period of probation ends any such hours that remain accrued shall be removed and unavailable, once eligible for non-probationary injury/illness, as provided above.

Any employee using time, available under this provision, shall use, the Department Sick Leave Benefits Application form. (Appendix E)

17.3 Requirements for Benefits

Any benefits received under this Article shall be contingent upon the employee furnishing medical evidence in the form of a licensed medical physician stating in detail the nature of the employee's illness or injury, its extent, probable duration, and that it is sufficiently disabling to require his absence from work. It is understood and agreed that an employee making application for, or receiving, benefits under this Article may be required to undergo a physical examination by a physician designated by the City. It is further agreed that an employee is making application for or receiving benefits under this Article releases any physician having knowledge of his illness or injury to supply the City with such information. The City shall bear the cost of any such examination it requires an employee to take.

17.4 Use of Sick Time

Union members can use up to three (3) health wellness days annually from their available sick leave bank, with approval of the Chief of Police. The purposes of these days is to help an officer cope with symptoms of critical incident stress from traumatic incidents experienced on the job. The day will be coded as SSHW and will not count against the officer's sick leave bonus. There will be a one (1) year trial period for this provision. Either side can give notice on or before April 1, 2020, if they wish to bargain further on this topic. If neither side gives notice to bargain, this will become a part of the contract.

17.5 Sick Leave Bonus

Employees who qualify will receive an annual sick leave bonus check on the second pay period of December of each year. If an employee uses zero sick days from December 1 through November 30, the employee will receive a \$200.00 check. If an employee uses 1 sick day from December 1 through November 30, the employee will receive a \$100.00 check. If an employee utilizes sick time for a household member as defined in Section 17.4, these sick days will not count against them for the sick leave bonus check for up to 2 days of sick time for household members.

17.6 Fitness for Duty Examination

Should the Chief of Police have reasonable suspicion to believe that an employee is not fit for duty; the employee may be required to submit to an examination by a qualified and licensed medical professional selected by the Employer in order to determine the employee's fitness for duty. Any such examination shall be at the Employer's expense. The employee shall be notified in writing of any such examination. The written notice shall also contain the basis for the Chiefs reasonable suspicion to believe the employee is not fit for duty. The examining professional shall form an opinion, based on the results of the employee's examination as to the employee's fitness for duty. The professional shall forward such opinion to the Chief of Police. Such opinion shall be confidential with only the Chief of Police, the medical professional, the employee and only those individuals having a need to know having authorized access to such reports. If it is determined as a result of an examination that the employee is unfit for duty, the employee shall be placed in an appropriate status based on the nature of the illness and/or disabling injury.

17.7 Family Sick Leave

- (a) From the sick leave bank time available to them, a member may take up to one hundred and eight (108) hours, in one hour increments, off during a calendar year for reasons of a family illness or injury. Family illness shall be defined as set forth in the Illinois Employee Sick Leave Act. The use of family sick time will count against the sick leave bonus in the same manner as if the officer was using sick time for themselves.
- (b) Use of Leave; Limitations
 - i. An employee may use personal sick leave benefits provided by the employer for absences due to illness, injury, or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, on the same terms upon which the employee is able to use personal sick leave benefits for the employee's own illness

or injury. An employer may request written verification of the employee's absence from a health care professional if such verification is required under the employer's employment benefit plan or paid time of policy.

ARTICLE 18 LEAVES OF ABSENCE

18.1 Eligibility Requirements

An employee shall be eligible to apply for a leave of absence after 1 year of service with the Employer. The maximum duration of time which may be requested or granted for a leave of absence is 6 months. Any period of leave allowed under an approved leave of absence shall be without pay or fringe benefits unless this Article or other provision of this Agreement expressly states that the benefit will be available to an employee on a leave of absence.

18.2 Application for Leave

All requests for a leave of absence shall be submitted in writing by the employee to his immediate supervisor or their designee. The request shall state the basis for the leave of absence, the proposed start date for the leave and the length of time being requested. A request for a leave of absence shall be answered by the City Manager as soon as is practical. A written approval or denial of the request shall be delivered to the employee by the City Manager and, if denied, shall state the basis for the denial.

18.3 Basis for Approval or Denial

Leaves of absence may be granted by the City for any purpose determined to be reasonable. When evaluating the reasonableness of a leave of absence the reviewing administrator shall take into consideration the following factors:

- a. Whether the purpose for the leave is reasonable under the circumstance.
- b. The job duties of the individual requesting the leave and whether such duties can be reasonably performed by other or temporary employees.
- c. The length of the leave requested by the employee.
- d. Whether the leave of absence would unduly burden the operations of the City.
- e. Any other factors the Employer determines to be relevant under the circumstances.

18.4 Return to Work after Leave of Absence

Upon the expiration of a leave of absence an employee shall be returned to the position they held at the time the leave of absence was granted, provided the position still exists and the employee has the skills and physical ability to perform the job. The leave of absence shall not be considered a break in service for the accrual of seniority or length of service with the employer. The employer may request a certification from a physician stating the employee is fit to perform their job duties upon return from a leave of absence which was taken for medical purposes.

If the same position the employee held prior to the leave of absence no longer exists, the employee shall be placed in any open position in the employee's former department which the employee is qualified to hold. If no position is available, the employee shall have rights to recall to any open position which comes available for which the

employee is qualified for a period of 1 year from the time the leave of absence commenced. An employee with the physical fitness and capacity and seniority to perform the job shall be returned to whatever position his seniority entitles him.

18.5 Bereavement Leave

Employees working under this agreement shall receive bereavement leave as follows:

1. Up to five consecutive days bereavement leave with pay for all regularly scheduled work days in that 5 day period, shall be allowed, if necessary, in case of death of a parent, sister, brother, spouse or child (including step relatives).
2. Up to three consecutive days bereavement leave with pay for all regularly scheduled work days in that 3 day period, shall be allowed, if necessary, in case of the death of a grandparent, great grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law or brother-in-law.
3. To qualify for bereavement leave the employee must actually attend the funeral of the above mentioned relative.

18.6 Jury Duty

An employee is entitled to be absent from work for the performance of jury duty without loss of pay. The employee shall notify his immediate supervisor when summoned for jury duty and inform the supervisor of the scheduled dates and times the employee is required to appear for jury duty. The employee shall be paid at their regular rate of pay on the days and for the periods of time the employee was otherwise scheduled to work when performing jury duty. The hours paid for jury duty shall not be used for the determination of overtime. Any compensation received by the employee for jury duty shall be reimbursed to the City. If the employee is released from jury duty and there remains 4 or more hours on their regular work shift, they shall report to work after being released from jury duty.

Employees required to appear before a court or other public body on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) who request a leave of absence to perform their civic duty shall be granted time off with pay (as set forth in the following paragraph) for the period necessary to fulfill their civic responsibilities. Employees shall be paid the difference, if any; between the compensation they receive from the court or other public body and their wages for each day service. Such payment shall not exceed eight (8) hours straight time pay for each day of service.

18.7 Personal Days

Upon reasonable notice and with the prior permission of the Chief of Police or his designated representative, each non-probationary employee, with at least 1 year of seniority shall be entitled to 48 hours of absence with full pay.

18.8 Maternity/Paternity Leave

An employee qualifies for sick pay for pregnancy leave providing she has a doctor's statement specifically stating the reason she is unable to perform her normal duties due to her physical condition. Any maternity leave which

is requested over and above the actual physical disability must be in the form of a leave of absence and without pay. Normal disability benefits will be six (6) weeks and up to 8 weeks if complications are incurred after delivery or delivery by Cesarean. The employee is entitled to full pay during this period as well as all benefits. Any time taken off beyond the actual disability period explained above, is considered maternity leave and must be in writing to the Mayor. This time is without pay, and the insurance benefits can be continued if the employee wishes to pay the contribution amount.

ARTICLE 19 HOLIDAYS

19.1 Holiday Compensation

The parties recognize the difficulties imposed upon the community and the Administration of the services rendered by the Police Department by Holidays being taken as time off and paid for. Therefore, in lieu of this practice and in its stead, an allowance shall be paid to each employee who qualifies for and actually takes a vacation in the amount equal to seven and one-half percent (7.5%) of his gross annual earnings for the prior calendar year payable on or before May 1 each year. Employees hired on or after May 1, 2019, shall receive an amount equal to seven and one-half percent (7.5%) of his/her base annual earnings for the prior calendar year.

Eight (8) hour employees will receive five (5) of the City's recognized holidays off per year. The holidays chosen by the employee will be subject to approval by the Chief of Police, or his designee. An employee called to work on their holiday off will have the option to submit overtime at the regular overtime rate or work an eight (8) hour holiday and receive a different holiday off. A school resource officer who works the entire school year on eight (8) hour shifts will receive the provisions of Article 19.

ARTICLE 20 VACATIONS

20.1 Eligibility and Allowance

Employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements:

<u>Service Requirements</u>	<u>Vacation Period</u>
<u>Employees hired before 12/31/16</u>	
1 year, but less than 5 years	128 hours
5 years, but less than 10 years	152 hours
10 years, but less than 15 years	176 hours
15 years, but less than 20 years	200 hours
20 years of more	240 hours
<u>Employees hired after 12/31/16</u>	
1 year, but less than 3 years	90 hours
3 years, but less than 5 years	120 hours
5 years, but less than 10 years	142 hours
10 years, but less than 15 years	170 hours
15 years, but less than 20 years	184 hours
20 years or more	220 hours

20.2 Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's vacation period. A vacation bonus of fifteen percent (15%) of the monthly pay will be added to the vacation pay. Employees shall receive their vacation pay no later than three (3) days prior to the start of their vacation period. The practices as of the date of the execution of this Agreement with respect to the selection and allocation of vacation periods shall be continued for the duration of this Agreement. Vacation time may be taken in one (1) hour to one (1) day increments with the prior consent and authorization of the Chief of Police or his designated representative.

20.3 Work during Vacation Period

Vacations must be taken, except covered members may carry over up to five (5) days from fiscal year until the next fiscal year. However, any employee who, by reason of an emergency requiring his services, is required to work during his vacation period (including regularly scheduled days off before or after the vacation period) shall be paid for regular hours at a rate of time and one-half (1 1/2) his regular rate, and for overtime hours at a rate of two and one-half (2 1/2) times his regular rate of pay. In addition, the employee's remaining vacation (with pay) shall be rescheduled to a future period. Vacation Period is defined as at least one-half (1/2) day of vacation or the final hours used of an officer's yearly allocated vacation time. For example: If an officer has three (3) hours remaining of his/her annual vacation time and uses this time off at the beginning or ending of the shift, this will be considered a vacation period. Any employee who resigns from the Police Department must give not less than two (2) weeks written notice in order to be eligible to receive his accumulated vacation pay.

ARTICLE 21 CLOTHING ALLOWANCE

21.1 Uniforms

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Employer, but shall remain the property of the City. The City shall provide to each officer a new vest carrier every two years. The cost of maintaining the uniform or protective clothing in proper working condition shall be paid by the Employer, except that laundering and/or dry cleaning shall be the responsibility of the employee. The minor repair and maintenance of clothing resulting from the usual wear and tear shall also be the responsibility of the employee.

21.2 Detective/Special Assignments

An employee assigned to Detective (or the present Detectives) or staff assigned to special assignments (School Resource Officer, Investigator or Blackhawk Task Force) who is required to wear clothing other than a uniform shall, upon appointment, receive a clothing reimbursement on or before May 1 each year of up to seven hundred-fifty dollars (\$750.00) for the first year of his appointment and each succeeding year thereafter. Reimbursement shall be made upon presentation of receipts for clothing or, alternately, clothing may be purchased for employee by the City.

21.3 Footwear Allowance

The City shall provide a footwear and duty related glove allowance of \$300.00 every 2 years to each uniformed officer who has been in a patrol position for at least 1 of those 2 years. For every newly hired uniformed officer, the City shall likewise cover up to \$300.00 of the cost of the first pair of work footwear. Reimbursement shall be made upon presentation of receipts for footwear, duty related gloves, or alternately, footwear may be purchased for employee by the City.

ARTICLE 22 INSURANCE

22.1 Health Insurance

The City agrees to offer health and welfare coverage benefits for each full time employee. The City reserves the right to change carriers, self-insure, introduce or eliminate insurance plans so long as the new coverage and benefits, including co-payments, deductibles, co-insurance and out of pocket maximums, remain substantially similar to the Summary Plan Descriptions located in Appendix D. If accepted by the City Council, changes approved by the Insurance Committee, including changes in carriers, deductibles, co-insurance, may be enacted.

Plan Options.

Employees shall have the option to enroll in one of two Plan Options:

- 1) Plan D- Preferred Provider Organization (PPO).
- 2) Plan E- High Deductible Health Plan (HDHP) and Health Savings Account (HSA).

Sharing of Insurance Premium Costs.

The applicable premium costs for providing the health insurance benefits provided for under Plan Option D or E shall be shared between the City and the employees as designated in Appendix D.

HSA Option

The savings in premium costs resulting from employees selecting the High Deductible Health Plan shall be shared between the City and the employee. The City will contribute to the employee's health savings account in the amounts designated in Appendix D.

Insurance Committee

The City will institute a health insurance review committee to assist the City in the review of health insurance alternatives. This committee shall be comprised of 4 representatives from the City and 4 representatives of City employees. Employees represented under this agreement shall have a representative of their choice as a member of the committee. The committee shall meet on a quarterly basis and such additional times as needed to review the City's health benefit package, discuss and propose possible modifications to the benefits and recommend changes to the City Council. Recommendations from the committee shall only be made in the event the majority of the committee members vote to approve the change. Any changes to the benefit plan recommended by the committee shall be considered to satisfy the provisions of this Article which requires the plan benefits to remain substantially similar whenever a change is made. If accepted by the City Council, changes approved by the Insurance Committee, including changes in carriers, deductibles, co-insurance, may be enacted

Affordable Care Act (ACA)

It is understood and agreed that the City may make necessary changes to the health benefits provided under this Agreement so such coverage will (1) comply with the ACA and any other federal or state health care laws; (2) not result in the imposition, directly or indirectly, of an excise tax for high cost coverage (Cadillac Tax) under the ACA or any similar state or federal legislation or regulation; and (3) to ensure the City is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care laws. If such changes are deemed reasonably necessary by the City, the City will provide the Union with written notice and an opportunity to discuss the changes, provided such discussions shall not operate to delay the City's implementation of such changes. If the Union takes any action to prevent the implementation of the changes under this paragraph and the City is required to pay an excise tax or penalty under the ACA or any similar state or federal legislation or regulation for any coverage option, then the employee's monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/ penalty paid by the City.

Alternate Medical Benefits

Nothing in the Agreement shall be construed as limiting the City's right to offer alternative medical plans to bargaining unit employees and their eligible dependents and the employee's ability to accept such alternative plans on a voluntary basis. If the employee elects an alternative plan, the terms of the alternative plan shall not be modified during the plan year. The City reserves the right to annually determine and modify the terms and conditions of such alternative plans, however, any proposed changes to a plan shall be provided to the employees prior to implementation and the employee may choose to leave the alternative plan and return to one of the plans offered by the City above when the annual enrollment period begins.

22.2 Survivor's Insurance Benefit

The City agrees to provide fully paid health insurance for the surviving spouse and/or children of any officer who dies as a result of the lawful performance of his duties, consistent with the insurance coverage provided other bargaining unit employees. This shall include the children of the deceased who is not yet born at the time of the employee's death. Dependent children shall be eligible for this continued coverage until the age determined by the insurance carrier's policy and the City of Dixon.

22.3 Life Insurance Benefit

The Employer shall provide \$25,000 life insurance and \$25,000 accidental death plan at no cost to employees. During the contract period, the City may, at its discretion, change insurance carriers or self-insure. The City shall meet and confer with the Labor Council prior to changing insurance carriers or adopting self-insurance.

22.4 Retiree Insurance Benefit

For employees hired prior to 12/31/16, the City shall pay one-half (1/2) of the cost of the health insurance plan premiums as provided in Section 22.1 above for retired employees who have twenty-five (25) years credible service as a police officer with the City and have attained the age of fifty (50). Coverage ceases with eligibility for Medicare. If an employee retires on duty disability, the City carries the employee portion of the cost until he is eligible for Medicare.

22.5 Inoculations and Vaccinations

The City agrees to pay all expenses for inoculation or immunization shots for an officer and for members of an officer's family when such becomes necessary as a result of an officers exposure to contagious diseases where officer said has been exposed to said disease in the line of duty. The City agrees to provide, and pay all expenses for, Hepatitis B inoculations or boosters for an officer who has not previously had those shots. This inoculation shall be provided at a medical facility chosen by the City. The City shall provide each officer with an annual flu vaccination. This vaccination shall be provided at a medical facility/ location chosen by the City.

ARTICLE 23 GENERAL PROVISIONS

23.1 Bulletin Boards

The Labor Council bulletin board, supplied by the City, may be used by the Labor Council for the following purposes: recreational and social affairs of the Labor Council, Labor Council meetings, Labor Council appointments, Labor Council elections, results of Labor Council elections, FOP Newsletter. All other notices, bulletins or information require the written approval of the Chief of the Police Department or his representative. All notices posted by the Labor Council are the responsibility of the Labor Council and will be signed by the official responsible for its posting. All postings will bear a down-date, and the prompt removal of the notice after this date will be the responsibility of the individual who posted the notice. These bulletin boards will not be used for disseminating any matter of a political or controversial nature.

23.2 In-Line of Duty' Death Benefit

The City agrees to contribute not more than seven thousand five hundred dollars (\$7,500) to defray the actual cost of services and/or goods usually and customarily provided by a licensed funeral director (home) for any officer who dies within one hundred and eighty (180) days of sustaining an injury while working and in the line of duty which injury is the direct and proximate cause of the officer's death.

23.3 Educational Reimbursements

An employee shall be eligible for reimbursement for the cost of tuition for instruction received at an accredited college or university which is police related. Each request for reimbursement shall be applied for and approved by the Chief of Police prior to the beginning of instruction. Such approval shall not be unreasonably denied. Approved reimbursement shall be paid only after successful completion, Grade C or better, of the class and submission of proper documentation (receipt, canceled check, etc.). Reimbursements shall not be made if any employee receives reimbursement from other sources. Approved reimbursements shall be for books and tuition and shall not exceed \$2,000.00 per fiscal year per employee with a maximum of \$10,000.00 per year for the department. Disbursement will be on a first come first served basis.

23.4 Employee Testing

- **Prohibitions**

Employees are prohibited from consuming, possessing, selling, purchasing or delivering illegal drugs at any time except in accordance with duty requirements, or failing to report to their supervisor any known side effects of medication or prescription drugs which they are taking.

- **Type of Testing**

Where the Employer has reasonable suspicions to believe that the employee has used or is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer has the right to require the employee to submit to alcohol or drug testing.

- **Order to Take Test**

The Employer shall provide the employee at the time he or she is ordered to submit to testing with a written notice of the order, setting forth the facts and inferences upon which the Employer bases its conclusion of reasonable suspicions. The employee shall have the right to consult with a union representative and/or counsel prior to any questioning. Refusal to comply with the order to test may subject the employee to discipline, but the taking of a test shall not operate to waive any objection or rights the employee may have. No employee shall be subject to any adverse employment action, except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Such reassignment or relief from duty shall be discontinued immediately in the event of negative test results.

- **Tests to be Conducted**

The Employer shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all NIDA standards. The employer shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be a part of such chain. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and a subsequent test to be arranged at a facility of the employee's choosing. Confirmatory testing shall be by gas chromatography or mass spectrometry (GCMS) or an equivalent scientifically accurate test.

- **Results**

As to drug testing, the Employer may be notified in the event that a sample has tested positive for a particular drug on both the initial and confirmatory test, and any information otherwise coming into the possession or knowledge of the Employer (e.g. insurance billings) shall not be used in any manner or forum adverse to the employee's interest. As to alcohol testing, test results showing an alcohol concentration of .04 or more (based on grams of alcohol per 100 milliliters of blood) shall be considered positive; the Employer shall bear the burden of proof of establishing that concentrations less than .04 indicate the officer is under the influence in violation of this article. The employee shall receive a copy of all test results, information, documents, and other reports received by the Employer.

- **Right to Contest**

The Labor Council and/or the employee shall have the right to contest and/or grieve any aspect of any testing under this Agreement including the right to test, the order, the administration of the test, the significance or accuracy of the test, or any discipline that may result from any such testing, or the consequence of the test results. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside this Agreement which the employee may pursue with or without the Union.

- **Voluntary Requests for Assistance**

No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for alcohol or drug related problems, other than the Employer may temporarily reassign any employee if he is then unfit for duty in his current assignment. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interest. The foregoing shall not be construed as an obligation on the part of the Employer to retain an officer on an active status throughout the period of rehabilitation. Such officer shall be afforded the opportunity to take an accumulated paid leave or take an unpaid leave during treatment.

- **Reasonable Suspicion Testing**

No officer shall be ordered to submit to a blood test, a breathalyzer test or any other test to determine the percentage of alcohol in the blood for any reason except upon reasonable cause to believe that the officer has consumed alcoholic beverages prior to reporting to duty and that the officer's ability to perform his/her duties is thereby influenced and impaired. The Employer shall set forth such reasonable suspicions and the basis thereof, including objective facts and reasonable inferences drawn from those facts in light of experience, in writing at the request of the officer affected.

- **Positive Tests**

Any employee who tests positive for drugs or alcohol may be subject to discipline up to and including discharge.

- **Physical Examinations**

The City will contribute up to three hundred dollars (\$300.00) towards the cost of a physical examination for each officer once every three (3) years. The exam profile will be mutually agreed upon.

23.5 Employee Testing For Officer Involved Shooting

Drug and alcohol testing

(a) As used in this Section, "officer-involved shooting" means any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty.

(b) In the case of an officer involved shooting the following will occur:

- (1) Each law enforcement officer who is involved in an officer-involved shooting will submit to drug and alcohol testing; and
- (2) The drug and alcohol testing shall be completed as soon as practicable after the officer-involved shooting but in no event later than the end of the involved officer's shift or tour of duty; and
- (3) Each law enforcement officer subject to testing under this provision shall be transported to the testing facility by a department representative assigned by the Chief of Police or his designee; and
- (4) All testing will be done at a licensed facility selected by the City; and

- (5) Any law enforcement officer subject to testing may prior to testing consult with their FOP Representative, but in no event shall such consultation delay the completion of testing within the time limits of (2); and
- (6) Any law enforcement officer tested under this policy will be placed on paid administrative leave, pending receipt by the City of the results; and
- (7) Within a reasonable period of time after the officer submits to the testing authorized by this Agreement, the officer shall be provided with written notice setting forth the objective facts and reasonable influences to be drawn from those facts which form the basis for the order to test; and
- (8) A refusal to submit to such testing shall subject the employee to discharge.

ARTICLE 24 SEPARABILITY

It is not the intent of either party hereto to violate any laws or rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are held as being in conflict of any such laws, rulings, or regulations, those portions should be considered to be void. Nevertheless, the remainder of this Agreement shall remain in full force and effect. Upon the invalidation of any provisions of this Agreement, either party may demand the parties meet to negotiate a replacement for the portion of this Agreement which has been struck down.

Such meeting shall be held as soon as is reasonably possible and the parties will diligently pursue the matter thereafter to a conclusion or until either party presents the matter to arbitration as provided in Article 12 of this Agreement.

ARTICLE 25 DURATION

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 all of the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the City and the Labor Council, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any matter not specifically referred to or covered in this Agreement, even though such matters or subject may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except that the parties may voluntarily discuss any problem related to the wages, hours, or procedure or by special request.

It is further agreed that when this contract is signed, same shall be in effect from May 1, 2019, to April 30, 2023, and from year to year thereafter unless written notice is given by either party to the other on or before 60 days prior to April 30, 2023, or the same date of any subsequent year, requesting that this Agreement be amended. This contract shall remain in force for the term specified above and during the period for negotiations for amendments to this Agreement or a new Agreement with this Labor Council. It is recognized that during this period, the parties may take advantage of the processes of mediation, fact finding, or other sources of conciliation. It is agreed that during the period of negotiations for a new or amended Agreement which may extend past the termination date of this Agreement, this contract shall remain in full force and effect, whatever date the new or amended Agreement is negotiated and executed, its provisions with respect to salaries only shall be made retroactive to the expiration date of this Agreement.

ARTICLE 26 RESIDENCY

Officers must reside within twelve and one-half (12.5) miles of the Dixon City Limits. Miles will be measured "as a crow flies."

ARTICLE 27 SERGEANT PROBATIONARY PERIOD

Effective May 1, 2013: A patrol officer who is promoted to the rank of Sergeant on or after May 1, 2013 will complete a one (1) year probationary period beginning on the date the promotion is effective. If the probationary Sergeant does not successfully complete the probationary period, he/she will return to the rank of Patrol Officer at the rate of pay for patrol officer matching his/her years of service.

In order to determine the successful completion of the probationary period, the command staff, which would include the Chief, two (2) Lieutenants, and Non-Probationary Sergeants, would meet and decided by consensus whether or not the Probationary Sergeant has successfully completed the probationary period. In the event there is a split decision, the Chief of Police will decide the outcome.

ARTICLE 28 SIGNATURES

FOR THE LABOR COUNCIL:

FOR THE CITY OF DIXON:

Douglas J. Lehman

Date

Date

Date

Date

Date

Michael Powell

Date

APPENDIX A WAGES

Section 1 Effective on or before May 1, 2019, May 1, 2020, May 1, 2021, and May 1, 2022 respectively, the wage for the classification of Patrolman shall be as shown below and shall be paid biweekly. This base wage rate, and all others included herein recognizes that the employees have a "make ready" period prior to each shift and "close up" period following each shift of up to fifteen (15) minutes and all employees may be required to work such time without additional compensation of any kind.

Section 2 The Classification of Sergeant shall receive a differential of fifteen percent (15%) per month above the classification of Patrolman.

Section 3 The normal salary for all new employees shall be that of the Start rate. It is understood and agreed, however, that the City may employ a new employee in that classification at any wage higher than the Start rate at its sole pleasure so long as the amount coincides with a given step in the progression. It is agreed that the training and progression time for the Patrolman classification shall be four (4) years. The progression and wage steps are set forth below for the term of this Agreement.

Wage progression step dates shall be May 1 regardless of the date of entry into the step and increases granted there under shall be effective on those dates. Any employee who is absent from active employment for more than one half (1/2) of the work days in any step may not be advanced to the next step until he has remained on his then present step through the next progression date.

Any employee who is absent from active employment for more than one half (1/2) of the work days in any step may not be advanced to the next step until he has remained on his then present step through the next progression date.

Section 4 **Sergeants**

Any employee advanced to the rank of Sergeant shall receive the base rate of that classification upon promotion.

Section 5 **Specialty Pay**

Employees who are designated as Field Training Officer (FTO) shall receive additional compensation for the extra responsibility of the assignment. Said compensation shall be \$2.00 per hour for the time the employee is performing in the capacity as a Field Training Officer.

Canine (K-9) Officers will take one-half hour per working day, as directed by the Chief of Police or his designee, for the routine care, feeding and maintenance of the dog. They will additionally receive the following compensation for all additional necessary care, feeding and maintenance during the year. Canine compensation will be \$1,600.00 per year. Payment will be made in equal portions on May 1 and December 1 of the year.

Any employee who has achieved a Bachelor's Degree shall receive a yearly bonus of five hundred dollars (\$500.00). Payment will be on or before the first pay period in January. Any employee who has achieved an Associate's Degree shall receive a yearly bonus of two hundred-fifty dollars (\$250.00). Payment will be on or before the first pay period in January.

City of Dixon
Police Wage Scale

<u>Hired Before 12/31/2016</u>								
	<u>FY20</u>		<u>FY21</u>		<u>FY22</u>		<u>FY23</u>	
	<u>Patrolman</u>	<u>Sergeant</u>	<u>Patrolman</u>	<u>Sergeant</u>	<u>Patrolman</u>	<u>Sergeant</u>	<u>Patrolman</u>	<u>Sergeant</u>
Start	49,823		51,069		52,345		53,654	
0.5	51,686		52,978		54,303		55,660	
1	53,550		54,889		56,261		57,667	
1.5	55,414		56,799		58,219		59,674	
2	57,272		58,704		60,172		61,676	
2.5	59,141		60,620		62,135		63,688	
3	61,004		62,529		64,092		65,695	
3.5	62,865		64,436		66,047		67,698	
4	64,818	74,541	66,438	76,404	68,099	78,314	69,802	80,272
5	64,818	74,541	66,438	76,404	68,099	78,314	69,802	80,272
6	64,818	74,541	66,438	76,404	68,099	78,314	69,802	80,272
7	64,818	74,541	66,438	76,404	68,099	78,314	69,802	80,272
8	64,818	74,541	66,438	76,404	68,099	78,314	69,802	80,272
9	64,818	74,541	66,438	76,404	68,099	78,314	69,802	80,272
10	65,466	75,286	67,103	77,168	68,780	79,098	70,500	81,075
11	65,466	75,286	67,103	77,168	68,780	79,098	70,500	81,075
12	65,466	75,286	67,103	77,168	68,780	79,098	70,500	81,075
13	65,466	75,286	67,103	77,168	68,780	79,098	70,500	81,075
14	65,466	75,286	67,103	77,168	68,780	79,098	70,500	81,075
15	66,448	76,415	68,109	78,326	69,812	80,284	71,557	82,291
16	66,448	76,415	68,109	78,326	69,812	80,284	71,557	82,291
17	66,448	76,415	68,109	78,326	69,812	80,284	71,557	82,291
18	66,448	76,415	68,109	78,326	69,812	80,284	71,557	82,291
19	66,448	76,415	68,109	78,326	69,812	80,284	71,557	82,291
20	67,611	77,753	69,301	79,697	71,034	81,689	72,810	83,731
25	67,949	78,141	69,648	80,095	71,389	82,097	73,174	84,150

Hired After 12/31/2016

	<u>FY20</u>		<u>FY21</u>		<u>FY22</u>		<u>FY23</u>	
	<u>Patrolman</u>	<u>Sergeant</u>	<u>Patrolman</u>	<u>Sergeant</u>	<u>Patrolman</u>	<u>Sergeant</u>	<u>Patrolman</u>	<u>Sergeant</u>
Start	49,823		51,068		52,345		53,654	
1	53,560		54,899		56,271		57,678	
2	57,282		58,714		60,182		61,686	
3	61,005		62,530		64,094		65,696	
4	64,818	74,541	66,438	76,404	68,099	78,314	69,802	80,272
5	64,818	74,541	66,438	76,404	68,099	78,314	69,802	80,272
6	64,818	74,541	66,438	76,404	68,099	78,314	69,802	80,272
7	64,818	74,541	66,438	76,404	68,099	78,314	69,802	80,272
8	64,818	74,541	66,438	76,404	68,099	78,314	69,802	80,272
9	64,818	74,541	66,438	76,404	68,099	78,314	69,802	80,272
10	65,466	75,286	67,103	77,168	68,780	79,098	70,500	81,075
11	65,466	75,286	67,103	77,168	68,780	79,098	70,500	81,075
12	65,466	75,286	67,103	77,168	68,780	79,098	70,500	81,075
13	65,466	75,286	67,103	77,168	68,780	79,098	70,500	81,075
14	65,466	75,286	67,103	77,168	68,780	79,098	70,500	81,075
15	66,448	76,415	68,109	78,326	69,812	80,284	71,557	82,291
16	66,448	76,415	68,109	78,326	69,812	80,284	71,557	82,291
17	66,448	76,415	68,109	78,326	69,812	80,284	71,557	82,291
18	66,448	76,415	68,109	78,326	69,812	80,284	71,557	82,291
19	66,448	76,415	68,109	78,326	69,812	80,284	71,557	82,291
20	67,611	77,753	69,301	79,697	71,034	81,689	72,810	83,731
25	67,949	78,141	69,648	80,095	71,389	82,097	73,174	84,150

APPENDIX B DUES AUTHORIZATION FORM

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

_____, hereby authorize my Employer, the City of Dixon 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 my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clocktower 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.

APPENDIX C

Modified Return to Work Program Dixon Police Department

Purpose

This program provides an employee who is temporarily unable to perform the full scope of his/her pre-injury job classification due to an on-duty or off-duty injury or non-contagious illness with the opportunity to do productive work thereby minimizing the number of lost work days.

Concept

This program is designed to facilitate the early return to work of employees who have been injured or who are ill. It has been shown that a worker, who is injured or ill, will recuperate faster and return to unrestricted duty quicker when allowed to participate in a modified capacity. This program is not designed to provide a permanent modified position, but is designed to assist in the recuperation process while keeping with the goal of an unrestricted return to duty.

An employee is eligible for this program if it has been determined by a qualified medical provider of the employee's choosing that the employee's injury or illness will result in a disability (subject to Article 17.5). Decisions on temporary light-duty assignments shall be made based upon the availability of an appropriate assignment given the applicant's knowledge, skills and abilities; availability of light-duty assignments; and the physical limitations imposed on the employee. Light duty assignments will be filled on a first come basis. If work is available to the employee who has temporary physical restriction, and the work does not violate the restrictions, the employee can be required to work. The employee must be allowed by their qualified medical provider to work at least four (4) hours per day in order to be eligible for the Modified Return to Work program.

Participation in this program is contingent on the employee continuing to follow orders as outlined by the employee's qualified medical provider and advancing toward an unrestricted release to return to duty. Employees will be allowed to go to physical therapy or appointments with their qualified medical provider during working hours. However, every effort must be made to schedule appointments during non-work hours.

This policy in no way affects the privileges of employees under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other federal or state law. This program may also be applicable in the event that an employee becomes pregnant.

Procedure

When an employee has sustained an injury or illness, which causes a temporary disability, the City will contact the employee's medical provider to ask for any modifications that will allow the employee to return to work. If accommodations can be made, the City will forward a description of the position to the medical provider for approval. Once the medical provider approves a modified position for an employee, the employee will meet with the Chief of Police.

The employee will receive an explanation of the modifications and a description of the duties to be performed while participating in the program. The employee and the Chief of Police will acknowledge by signature, they understand the modification and agree the employee will not exceed the modifications without written authorization from a qualified medical provider. The employee's status in the Modified Return to Work program will be re-evaluated after the employee makes subsequent visits to their qualified medical provider.

Dixon Police Department

Sick Leave Benefits Application

Name of Employee: _____

Date(s) of Absence: _____

Nature of Ailment or Illness: _____

Extent of Illness or Injury: _____

Was a physician seen for the illness or injury? Yes No

If yes, whom?

Name of physician _____

Office of physician _____

Telephone number _____

Was a physician's note provided? Yes No

(If yes, please attach to the application. Any absences that are 3 days or greater in duration will require a physician's note)

This application for benefits is pursuant to Article 17.3 of the collective bargaining agreement between the City of Dixon and the Illinois Fraternal Order of Police Lodge 901. Any sick leave benefits received are contingent upon the submission and approval of this application within 10 days from the date(s) of absence. If the employee fails to complete and submit the application, then sick leave benefits will be denied and any absence will be without pay and deemed unexcused.

Date Received: _____

Approved by: _____

APPENDIX D

Health Insurance Premium Costs

Coverage	City	Employee
Single Premium	92.5%	7.5%
Family Premium	74%	26%

Health Savings Account Contribution

Coverage	City
Single Premium	20%
Family Premium (Differential over Single Premium)	13.5%

Plan D- PPO

General Information	In-network	Out-of-network
Annual Calendar Year Deductible	\$250 person / \$750 family	\$1,000 person / \$2,000 family
Out-of-Pocket Maximum	\$1,500 person / \$3,000 family	\$3,000 person / \$6,000 family

Service	In-network	Out-of-network
Primary care visit to treat an injury or illness	10% Coinsurance	30% Coinsurance
Specialist visit	10% Coinsurance	30% Coinsurance
Other practitioner office visit	10% Coinsurance	30% Coinsurance
Preventive care/screening/immunization	Covered at 100%	Not covered
Diagnostic test (x-ray, blood work)	10% Coinsurance	30% Coinsurance
Imaging (CT/PET scans, MRIs)	10% Coinsurance	30% Coinsurance

Service	In-network	Out-of-network
Generic drugs	\$5 Copay per prescription (retail); \$10 Copay per prescription (mail order)	If you use a Non-Network Pharmacy, you are responsible for payment upfront. You may be reimbursed based on the lowest contracted amount, minus any applicable deductible or copayment amount.
Preferred brand drugs	\$15 Copay per prescription (retail); \$30 Copay per prescription (mail order)	
Non-preferred brand drugs	\$25 Copay per prescription (retail); \$50 Copay per prescription (mail order)	
Specialty drugs	\$5 Copay per prescription (generic); \$15 Copay per prescription (preferred brand); \$25 Copay per prescription (non-preferred brand)	
Facility fee (e.g., ambulatory surgery center)	10% Coinsurance	30% Coinsurance
Physician/surgeon fees	10% Coinsurance	30% Coinsurance
Emergency room services	10% Coinsurance	30% Coinsurance
Emergency medical transportation	10% Coinsurance	30% Coinsurance
Urgent care	10% Coinsurance	30% Coinsurance
Facility fee (e.g., hospital room)	10% Coinsurance	30% Coinsurance
Physician/surgeon fee	10% Coinsurance	30% Coinsurance
Mental/Behavioral health outpatient services	10% Coinsurance	30% Coinsurance
Mental/Behavioral health inpatient services	10% Coinsurance	30% Coinsurance
Substance use disorder outpatient services	10% Coinsurance	30% Coinsurance
Substance use disorder inpatient services	10% Coinsurance	30% Coinsurance
Prenatal and postnatal care	10% Coinsurance	30% Coinsurance
Delivery and all inpatient services	10% Coinsurance	30% Coinsurance
Home health care	10% Coinsurance	30% Coinsurance
Rehabilitation services	10% Coinsurance	30% Coinsurance
Habilitation services	Not covered	Not covered
Skilled nursing care	10% Coinsurance	30% Coinsurance
Durable medical equipment	10% Coinsurance	30% Coinsurance
Hospice service	10% Coinsurance	30% Coinsurance
Eye exam	Not covered	Not covered
Glasses	Not covered	Not covered
Dental check-up	Not covered	Not covered

Plan E- HDHP

General Information	In-network	Out-of-network
Annual Calendar Year Deductible	\$1,300 person / \$2,600 family	\$2,000 person / \$4,000 family
Out-of-Pocket Maximum	\$4,250 person / \$7,500 family	\$5,000 person / \$10,000 family

Services	In-network	Out-of-network
Primary care visit to treat an injury or illness	10% Coinsurance	40% Coinsurance
Specialist visit	10% Coinsurance	40% Coinsurance
Other practitioner office visit	10% Coinsurance	40% Coinsurance
Preventive care/screening/immunization	Covered at 100%	40% Coinsurance
Diagnostic test (x-ray, blood work)	10% Coinsurance	40% Coinsurance
Imaging (CT/PET scans, MRIs)	10% Coinsurance	40% Coinsurance
Generic drugs	20% Coinsurance	If you use a Non-Network Pharmacy, you are responsible for payment upfront. You may be reimbursed based on the lowest contracted amount, minus any applicable deductible or copayment amount.
Preferred brand drugs	20% Coinsurance	
Non-preferred brand drugs	20% Coinsurance	
Specialty drugs	20% Coinsurance	
Facility fee (e.g., ambulatory surgery center)	10% Coinsurance	40% Coinsurance
Physician/surgeon fees	10% Coinsurance	40% Coinsurance
Emergency room services	10% Coinsurance	40% Coinsurance
Emergency medical transportation	10% Coinsurance	40% Coinsurance
Urgent care	10% Coinsurance	40% Coinsurance
Facility fee (e.g., hospital room)	10% Coinsurance	40% Coinsurance
Physician/surgeon fee	10% Coinsurance	40% Coinsurance
Mental/Behavioral health outpatient services	10% Coinsurance	40% Coinsurance
Mental/Behavioral health inpatient services	10% Coinsurance	40% Coinsurance
Substance use disorder outpatient services	10% Coinsurance	40% Coinsurance
Substance use disorder inpatient services	10% Coinsurance	40% Coinsurance
Prenatal and postnatal care	10% Coinsurance	40% Coinsurance
Delivery and all inpatient services	10% Coinsurance	40% Coinsurance

Services	In-network	Out-of-network
Home health care	10% Coinsurance	40% Coinsurance
Rehabilitation services	10% Coinsurance	40% Coinsurance
Habilitation services	Not covered	Not covered
Skilled nursing care	10% Coinsurance	40% Coinsurance
Durable medical equipment	10% Coinsurance	40% Coinsurance
Hospice service	10% Coinsurance	40% Coinsurance
Eye exam	Not covered	Not covered
Glasses	Not covered	Not covered
Dental check-up	Not covered	Not covered