AGREEMENT

BETWEEN

THE CITY OF DEKALB

AND

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

On behalf of

DEKALB POLICE OFFICERS, LODGE 115

EFFECTIVE

January 1, 2009 through June 30, 2010
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PREAMBLE

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

The parties agree as follows:

ARTICLE 1. DEFINITIONS

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

2. Members of the Police Department covered by the Agreement: All active full time members of the Police Department who hold certificates of appointment by the Board of Fire and Police Commissioners, excluding the Police Chief and all Lieutenants.

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

3. Residency: All Members shall, within a period of fifteen (15) months from their appointment or after completion of their probationary period (whichever comes last), become residents within the residential boundaries described below.

   If any portion of the incorporated limits of a city, town, or village touches the boundaries, all of the city, town, or village shall be included within the area. The area allowed for residency is bordered by Rt. 47 (eastern boundary), North Ogle/DeKalb County Line (northern boundary), Route 251 (western boundary), and Chicago Road (Southern boundary). If any portion of the employee’s property touches the boundary lines, the employee may live on either side of the boundary line. The boundaries established are depicted in Appendix "G" of this Agreement.

ARTICLE 2. RECOGNITION

The City recognizes that the Union is the sole and exclusive representative and bargaining agent for all Members of the Police Department covered by this Agreement for the purpose of bargaining concerning rates of pay, hours of work, and other conditions of employment. For the purposes of administration, the City and the Union agree that this Agreement shall pertain to the positions of Police Patrolmen, Police Corporals and Police Sergeants.
ARTICLE 3. HOURS OF WORK

Section A. Workweek

The workweek for a Member covered by this Agreement shall be forty (40) hours per week. Said workweek shall consist of five (5) consecutive days with each day containing eight (8) consecutive hours with a thirty (30) minute lunch break. Should it be necessary in the interest of efficient operations, the City may establish daily or weekly work schedules departing from the workweek or the workday described in the above paragraph. The Chief of Police shall discuss such change with the Union as far in advance as is reasonably practicable; provided, however, that no such change shall be made for arbitrary or discriminatory reasons.

Section B. Split Shifts

Notwithstanding anything to the contrary above, split shifts shall not be scheduled except agreed to by the Member or in a state of emergency as declared by the Mayor of the City of DeKalb. Split shift is the division of one of the workday's eight (8) hour shifts except as otherwise provided in this Article 3.

Section C. Rest Periods

Each Member shall be entitled to two (2) fifteen (15) minute rest periods or one (1) thirty (30) minute rest period each full workday.

ARTICLE 4. WAGES

Section A. Rates

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

Section B. Overtime

Any Member shall be paid one and one-half (1 1/2) times his regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours on a Member's workday. A Member shall be paid one and one-half (1 1/2) times his regular straight time hourly rate of pay for all hours worked in excess of forty (40) hours in a Member's week.

Notwithstanding the foregoing, a Member may waive the provision requiring one and one-half (1 1/2) times his regular straight time hour rate of pay for receiving one and one-half (1 1/2) hours of compensatory time off for either:

1. The amount of hours worked in excess of eight (8) hours on the Member's workday; or

2. The amount of hours worked in excess of forty (40) in a Member's workweek.

The maximum accumulation of compensatory time shall be one-hundred forty-six (146) hours. Upon termination of employment with the City of DeKalb, pay-out for accumulated compensatory shall not exceed one-hundred thirty (130) hours.
Section C. Call Back

A Member required to report back to work after having completed his regularly scheduled work shift shall receive a minimum of two (2) hours pay at a one and one-half (1 1/2) times his regular straight-time rate. Any overtime work which extends to a Member's regular work shift shall be paid at one and one-half (1 1/2) times his regular straight time rate for the time so worked, except that if a Member is called in more than one (1) hour prior to the start of his shift he shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times his regular straight time rate.

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

Section D. Longevity Pay

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

Section E. Mandatory In-Service Training Compensation

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

<table>
<thead>
<tr>
<th>Number of Days Assigned Training</th>
<th>Number of Hours in Training after which Overtime/Comp Time is Remunerated</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>8</td>
</tr>
<tr>
<td>2</td>
<td>16</td>
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<td>3</td>
<td>24</td>
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<td>4</td>
<td>32</td>
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<td>5</td>
<td>40</td>
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2. Off-duty day training. If scheduled by City, training hours will be classified the same as regularly scheduled work hours. Overtime will be paid whenever any combination of training and regular duty time exceeds 40 hours in a work week. Training shall be mandatory only for policies, procedures, stress management training, issuance of general orders, and administrative matters concerning the Department and/or City.

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

Section F. Pagers

Any Member required to carry a pager and be on call will be compensated in the following manner: When on call, but not called for duty on a Saturday or Sunday, the Member will receive three (3) hours of straight compensatory time or straight time pay for each Saturday and/or Sunday, one (1) hour of straight compensatory time or straight time pay for each day they are on call Monday through Thursday, and Members will received two (2) hours of straight compensatory time or straight time pay on Fridays. When Members report for duty on Friday,
Saturday or Sunday under this provision, they will receive two (2) hours of straight compensatory time or straight time pay in addition to the compensation they receive for actual time worked as provided in Article 4, section C. When Members report for duty Monday through Thursday under this provision, they will receive one (1) hour of straight compensatory time or straight time in addition to the compensation they receive for the actual time worked as provided in Article 4, section C. There will be a reasonable expectation that Members assigned to on call status will be available and fit for duty. However, failure to report for duty will not be grounds for disciplinary action.

Section G. Field Training Officers

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

Section H. Court Cancellation

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

Section I. Special Duty Details

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

1. Any group, agency, business or individual may present a request for a special duty detail to the Police Chief or designee. A request for a special duty detail shall include the date and time period of the special duty detail and shall further include a description of the type of service or activity being requested of the officers or such special duty detail.
2. The cost of the special duty detail must be fully funded by the group, agency, business or individual making the request.
3. The Police Chief has the right to reject or modify any request for special duty detail.
4. Officers will have an opportunity to volunteer for special duty details based on a system established by the Police Chief and Union.
5. Officers serving in special duty details will be considered active duty employees under the direction of the appropriate Police Department command. Officers are required to check in and out with the appropriate supervisor when serving on special duty details.
6. Officers serving in special duty details will have the same rights, responsibilities, protections and liabilities as all the other members covered by the current labor agreement.
7. Officers serving in special duty details will be paid at the overtime rate established by the current labor agreement.
8. Charges for special duty details will include the full cost of the officer’s paid wages, the calculated cost of all fringe benefits, and other cost including but not limited to workers compensation, liability insurance and administration fees.
9. Billing of special duty details will be through the City’s Finance Division.
ARTICLE 5. HOLIDAYS

Section A. Members covered by this Agreement with at least one (1) year's service as of May 1 in any year shall receive fourteen (14) additional days of vacation to that provided in Article 6 in lieu of holidays.

Section B. Members, as of May 1 in any year, with less than one (1) full year of service, shall be entitled to vacation pro-rated in accordance with Article 6, Section A.

ARTICLE 6. VACATIONS

Section A. Entitlement

Members, as of May 1 in any year, shall be entitled to vacations as follows:

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<tr>
<th>Service Level</th>
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<tr>
<td>Less than one year</td>
<td>24</td>
</tr>
<tr>
<td>One year through 6 full years</td>
<td>10</td>
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<tr>
<td>Over 6 full years through 13 full years</td>
<td>15</td>
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<tr>
<td>Over 13 full years through 17 full years</td>
<td>20</td>
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<tr>
<td>Over 17 full years</td>
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Section B. Eligibility

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

Section C. Scheduling

Vacations may be scheduled from May 1 to April 30 of each vacation year and, as far as practicable, be granted at times selected by each Member. Within a period of thirty (30) days following the day Members of the Police Department covered by this Agreement receive their shift assignments from City, said Members shall be entitled to: (a) select their vacation based on seniority within their respective shifts which said vacation to be selected shall not exceed two (2) five-day (5 day) vacation periods for each Member; and, (b) select, following the completion by all members of the respective shifts of the procedure in (a) above, any remaining vacation days available to each respective Member. Following the thirty (30) days after the day Members receive their shift assignments, vacation selection shall be based on a "first come first serve basis" and not on seniority. The final right to approve the vacation period is exclusively reserved by the Employer in order to insure the orderly performance of the services provided by the City. If a Member is entitled to more than three (3) weeks' vacation, the vacation shall be divided into two (2) or more periods during the vacation year, unless the full period is authorized in writing by the Police Chief.

Section D. Pay In Lieu of Vacation

Vacations are for the purpose of rest and rehabilitation in order to perform better work for the Employer. However, if a Member is entitled to more than three (3) weeks of vacation, he may request and, if approved in writing by the Police Chief, receive a day's pay in lieu of a day's vacation for any weeks and/or days of vacation in excess of two (2) weeks.
Section E. Additional Days, 6th, 13th and 17th Years

The additional five (5) days in the 6th, 13th and 17th year shall be pro-rated for Members whose anniversary date falls after May 1 by multiplying .0833 times number of full months between anniversary date and April 30, times additional vacation days allowable at the 6th, 13th and 17th year as the case may be, rounding up or down to nearest whole number (hour).

Section F. Vacation Carry Forward

Should a Member have a scheduled vacation canceled by the action of the Chief of Police or by a Lieutenant, and if the vacation hours cannot be rescheduled during the vacation year (May 1 to April 30); the Chief may request in writing to the City Manager permission to carry forward those vacation hours. Approval of the carry forward shall not unreasonably be withheld.

ARTICLE 7. SICK LEAVE

Section A. Accumulation

Members shall accumulate one (1) working day of sick leave for each month of service provided that the Member has been compensated for one hundred forty (140) hours or more of work in each such month of service. Members shall start to accumulate sick leave from their date of employment and shall accumulate sick leave up to a maximum of one hundred seventeen (117) working days. Each new Member shall be advanced five (5) working days of sick leave upon employment.

Section B. Use of Sick Leave

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

1) all sick leave utilization under the foregoing in this paragraph shall have been approved by the Department Head in advance a minimum of twenty four (24) hours prior to the commencement of the workday for which the sick leave is requested.

2) the purpose of the sick leave utilization must be stated at the time of request.

Section C. Sick Leave Pay Out

Provided that the Police Chief is given fourteen (14) days written notice prior to a Member’s last work day, a Member, with the exception of those discharged for misconduct, shall receive pay for the Member’s accumulated sick leave as per Appendix "B", which is attached hereto and made a part hereof. Payment under this Section shall not exceed ninety (90) working days.
Section D. Sick Leave Notice

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

Section E. Abuse

No sick leave with pay shall be allowed where sickness is feigned in the opinion of a licensed medical physician selected in the manner prescribed in the attached Side Letter, or where sickness is the result of intoxication or is otherwise intentionally self-inflicted, or where sickness continues as a result of the Member’s failure to fully cooperate with medical advice and/or corrective therapy.

Section F. Use For Family Purposes

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

Section G. Wellness Bonus

In the event that a Member works a twelve (12) month period, concurrent with the calendar year, and takes zero (0) hours of sick leave during said calendar year, the Member shall receive a "wellness" bonus of $300.00. In the event that a Member works said calendar year and takes eight (8) or less hours of sick leave during said calendar year, the Member shall receive a "wellness" bonus of $150.00. Said bonuses shall be paid during the month of January of the ensuing calendar year. A Member who is hired during the calendar year or terminated during the calendar year shall not be eligible for "wellness" bonus pay.

Section H. Sick Leave Pool

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

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

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

The Pool shall accumulate sick leave for use by members as follows:
1. Upon approval of the rules and procedures by the City Manager, the City shall donate eighty (80) hours to the Pool.

2. In the event that a Member accumulates the maximum of one hundred seventeen (117) days of sick leave as set forth in Section A of this Article, for every month that the Member maintains one hundred seventeen (117) days (936) hours of accumulated sick leave by not taking any sick leave, the City shall credit one (1) hour of sick leave to the Pool.

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

ARTICLE 8. BEREAVEMENT LEAVE

Section A. Usage

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

Section B. Consecutive Days Usage

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

Section C. Extraordinary Circumstances

In the event of the death of a person with whom a Member has an exceptional personal or family relationship, the Chief of Police or his designee may grant up to two (2) working days leave of absence to grieve and attend the funeral upon written request by the Member, provided that this Section is intended to apply only to extraordinary circumstances.

Section D. Wage Payment

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

ARTICLE 9. JURY DUTY

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

Any compensation, excluding mileage, given to a Member called to jury duty during a regular scheduled work day shall be turned over to the City, and the Member in turn will be compensated at the regular rate of pay for the shift. If the Member is relieved of jury duty obligation during the scheduled shift, the Member is to immediately report to duty for the balance of the shift. If the jury duty obligation exceeds the scheduled shift, the Member will only be paid for the regular shift pay.

ARTICLE 10. SEVERANCE PAY

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

ARTICLE 11. DISABILITY PAY

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

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

Any Member who is injured as the result of an act of duty to the Police Department shall notify the Shift Commander and file an accident report in accordance with the procedure prescribed by the Department.
ARTICLE 12. MATERNITY LEAVE

Upon receiving notification that a Member is pregnant, the Member will be assigned to alternate productive duty within the Department with no effect on rank, pay, or benefits.

Pregnancy and maternity conditions are to be classified as temporary disabilities subject to all leave provisions afforded to members classified as temporarily disabled.

ARTICLE 13. GRIEVANCE PROCEDURE

Section A. Purpose

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

Section B. Members Allowed To File

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

Section C. Grievance Steps

FIRST: The aggrieved will prepare a statement, or brief, on a mutually agreed form (Appendix "H") which sets forth the grievance. This statement, or brief, will be prepared by the aggrieved within ten (10) days (excluding Saturdays, Sundays, and Holidays) of the date of occurrence of the grievance and present the statement or brief to the Police Chief. Efforts to settle the grievance will be made between the Union Committee and the Police Chief. If not settled within five (5) days (excluding Saturdays, Sundays, and Holidays) after formal presentation of the grievance to the Police Chief, THEN

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

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

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

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

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

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

Section D. Union Grievance Committee

The Union Grievance Committee shall consist of not more than three (3) members, the names of which shall be certified in writing to the Employer by the Union. The members of the Union Grievance Committee shall be allowed such time as is reasonable and necessary to investigate and process grievances which may have been filed in accordance with the foregoing Grievance Procedure; provided, however, such Member shall not be allowed more than three (3) hours per grievance during working time for such purposes. The parties specifically agree to cooperate with each other in order to reduce to a minimum the actual time spent on investigating and processing grievances. Each Member of the Union Grievance Committee shall receive the permission of his department head or superior officer before leaving his work assignment to investigate or process a grievance and shall report back to his department head or superior officer when he returns to work.

Section E. Multiple Grievances Submitted To One Arbitrator

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

Section F. Time Limit

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

ARTICLE 14. DISCIPLINE AND DISCHARGE

Section A. Purpose and Order of Discipline

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

a) Oral Reprimand
b) Written Reprimand
c) Suspension

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

**Section B. Statutory Provisions**

Nothing in this Labor Agreement is intended to or should be construed to waive employees' right to union representation during questioning that the employees reasonably believe may lead to discipline. An employee shall be required to obtain representation, if possible, within two (2) hours regarding discipline involving 3-day suspension or less. If an inquiry, investigation, or interrogation, oral or written, of a Member could result in recommendation of some action such as suspension, loss of pay, or benefits, or discharge, then the Employer shall follow the procedures set forth in 50 ILCS 725/1-7.

**Section C. Initiation and Appeal**

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

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

**Section D. Board of Commissioners**

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

**Section E. Grievance/Arbitration Option**

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

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

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

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

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

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

Section F. Other Board of Commissioners Rights

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

Section G. Emergency Suspension

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

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

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

ARTICLE 16. TRAINING

The Police Chief shall provide a minimum of one (1) week’s notice prior to scheduling mandatory in-service training.

No Member shall be required to attend mandatory training unless the City has provided more than twelve (12) hours between regularly scheduled shifts.

No Member shall be required to attend mandatory in-service training as provided for above during his scheduled vacation as provided for in Article 6.

ARTICLE 17. EDUCATIONAL INCENTIVE

Section A. Purpose

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

Section B. Seminars & Short Courses

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

Section C. Applicable Courses

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

Section D. Application for Reimbursement

Application for tuition reimbursement may be made by any full-time Member who has completed his/her probationary period. Applications will not be considered if the Member is receiving funds for the same course from any other source.
Section E. Approvals
Applications shall be submitted for approval to the Police Chief and City Manager in advance of beginning the course on forms provided by the City Manager's office.

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

Section G. Reimbursement Formula
Reimbursement for tuition and required textbooks shall be according to the following schedule and up to the calendar year maximum:

1. 100% tuition reimbursement up to the calendar year maximum for courses completed with a grade of "C" or better, or numerical equivalent.
2. 50% tuition reimbursement up to the calendar year maximum for courses completed with a "satisfactory" or "passing" grade under a "pass/fail" option.
3. 0% tuition reimbursement for courses not completed or completed with a grade less than "C" or its numerical equivalent or "unsatisfactory" or "failing" under a "pass/fail" option.
4. 100% reimbursement for required text books up to the calendar year maximum if said books and the receipt for same are submitted to the department for its permanent use.

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

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

Section I. Ineligible Fees
Expenses such as student fees, lab fees, parking, mileage, etc. are not eligible for reimbursement.

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

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

ARTICLE 18. GROUP MEDICAL INSURANCE

Section A. Eligibility

The City will pay in full the premium for a hospital and medical insurance plan and a dental insurance plan for all Members covered by the Agreement and their spouses and natural and adoptive children under the age of twenty-three (23) years and who are further dependent upon the Member for their support and maintenance. The plan shall be the same plan which is in effect on the date hereof with the City retaining the right to change insurance carriers or otherwise provide for hospital and medical coverage, so long as the coverage (level of benefits) remains substantially equal to or better than the plan presently carried. Prior to making any such change, the City will review the coverage (level of benefits) with the Union. Upon written request of either party the question of whether the level of benefits is substantially the same may be submitted to the DeKalb Life Underwriters Association or another mutually agreeable body. If the matter remains unresolved after such review, the Union may refer the matter directly to arbitration in accordance with the procedure set forth in this Agreement.

Section B. Level of Benefits

The level of benefits shall be as follows:

1. Major Medical Co-Insurance Payment. Members covered by this Agreement shall pay twenty percent (20%) of the first $3,750.00 of major medical claims by the Member, and shall pay twenty percent (20%) of the first $3,750.00 of all major medical claims by the Member's dependents in combination.

2. Deductible.

   a. For in-network providers, the following deductibles apply. Members shall pay the first $375.00 of medical insurance claims by the Member. For a Member with single plus one dependent coverage, the Member shall pay the first $500 of medical insurance claims by the Member or dependent in combination. For a Member with family coverage, the Member shall pay the first $750 of medical insurance claims by the Member or dependents in combination. All deductible payments made by the Member shall not be applied to Member payments for major medical co-insurance payments.

   b. For out-of-network providers, the following deductibles apply. Members shall pay the first $500.00 of medical insurance claims by the Member. For a Member with single plus one dependent coverage, the Member shall pay the first $750 of medical insurance claims by the Member or dependent in combination. For a Member with family coverage, the Member shall pay the first $1000 of medical insurance claims by the Member or dependents in combination. All deductible payments made by the Member shall not be applied to Member payments for major medical co-insurance payments.

3. Total Out of Pocket. For in-network providers, maximum out of pocket contributions per year for individual coverage will be $750, for single plus one dependent coverage $1,000, and for family coverage $1,500. For out-of-network providers, maximum out of pocket contributions per year for individual coverage will be $1,000, for single plus one dependent coverage $1,500, and for family coverage $2,000.
4. **Pharmacy Contributions.** Members shall pay a $15 co-pay for generic drugs and a $30 co-pay for brand name drugs for a local retail fill for a maximum fill of up to thirty (30) days for up to three (3) months. For maintenance drugs (those of a type that are prescribed on a continuous basis to maintain health), mail order purchase of a ninety (90) day maximum fill is mandatory and Members shall pay a $15 co-pay for generic drugs and a $30 co-pay for brand name drugs. If Members choose to purchase maintenance drugs at a local retail outlet after the three (3) month period, they shall be responsible for payment of the full retail price and shall not be entitled to reimbursement under the plan. If a Member's physician allows generic substitution and the employee requests the brand name drug, the Member shall pay the $30 brand name drug fill co-pay PLUS the cost difference between the generic drug and the brand name drug.

5. The lifetime maximum benefits shall be three million dollars ($3,000,000).

6. Emergency room co-pays shall be $100.

7. **Orthodontics.** Members and their covered dependents shall be covered for orthodontia through the City's dental services provider, through a policy provided by Lodge 115. The Lodge shall reimburse the City for the cost of said coverage on an annual basis.

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

Members covered by this agreement who opt for single coverage shall pay three percent (3%) of their base annual wages towards the cost of single hospital, medical and dental plan coverage; and Members covered by this agreement who opt for single plus one dependent coverage shall pay four percent (4%) of their base annual wages toward the cost of dependent hospital, medical, and dental plan coverage; and Members covered by this agreement who opt for family coverage shall pay five percent (5%) of their base annual wages toward the cost of dependent hospital, medical, and dental plan coverage. Member payments for this contribution shall be accomplished by twenty-six (26) even payroll deductions from the member's bi-weekly paycheck.

**Section D. Survivors Benefits**

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

**Section E. Retired Employees**

A retired employee may maintain the same hospital and medical insurance for themselves and their spouse and dependent, unmarried children under the age of twenty-three (23) by reimbursing the City the full premium monthly. When a retired employee reaches the age of sixty (60), the City shall pay the premium of the individual employee's hospital and medical insurance, excluding spouse and children.

If retired employees discontinue hospital and medical insurance coverage for themselves or their spouse and dependent, unmarried children under the age of twenty-three (23), they will not be able to reinstate coverage unless all evidence of insurability (as determined by the City's insurance broker) is met. The City has no obligation to pay the premium of a retired employee reaching the age of sixty (60) who has discontinued coverage unless all evidence of insurability (as determined by the City's insurance broker) is met.
All employees who have retired before January 1, 1999 may reinstate hospital and medical insurance coverage for themselves or their spouse and dependent, unmarried children under the age of twenty-three (23), on or before May 1, 1999, without having to meet all evidence of insurability requirements as determined by the City's insurance broker.

All retired employees may reinstate health and medical insurance as a Medicare supplement when they are eligible for the Medicare program.

**ARTICLE 19. LIFE INSURANCE**

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

**ARTICLE 20. INDEMNIFICATION**

The City shall indemnify Members covered under this Agreement in accordance with Chapter 85, Paragraph 1-101 et seq. of the Illinois Compiled Statutes, except that Members who are served with a notice of claim or pending law suit shall notify the City Manager, or the City Manager's designee, within ten (10) days of the receipt of such notice. Failure of the Member to notify the City Manager, or the City Manager's designee, within ten (10) days of the receipt of such notice may result in the City electing not to indemnify and defend such Member.

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

**ARTICLE 21. CLOTHING ALLOWANCE**

*Section A. Amount*

All Members covered by this Agreement shall receive, each year of this agreement, during the month of April, a clothing allowance of $800.00.

The type and kind of uniform or clothing shall be determined by the City.

*Section B. Changes in Uniform Style*

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

*Section C. Payment*

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

Section D. Additional Payments

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

Section E. Protective Vests

The City shall provide to each Member a protective vest (with a value of up to $500.00) which is manufactured in compliance with the standards established by the National Institute of Justice with regard to such vests. The City shall maintain and replace the protective vests according to established standards. Members covered by this agreement shall be required to wear the vests at all times while on duty except:

1. During the period of time the temperature/humidity index exceeds 90 degrees Fahrenheit.
2. As may otherwise be directed by the Employer.

ARTICLE 22. MANAGEMENT RIGHTS

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

The City shall not lay off bargaining unit employees during the following specific period of time only: July 1, 2009 through June 30, 2010.

ARTICLE 23. NON-INTERRUPTION OF WORK

During the term of this Agreement neither the Union nor any officers, agents, or any members covered by this Agreement will instigate, promote, sponsor, or engage in any strike, concerted slowdown, concerted stoppage of work, picketing or any other intentional interruption of the operation of the City.

During the term of this Agreement, the City will not lockout the members covered by this Agreement as a result of a labor dispute with the Union.
Nothing in this Article shall infringe upon the constitutional rights of either party.

ARTICLE 24. DUES DEDUCTION

Upon receipt of a voluntarily signed written dues authorization form (Appendix "I") from a Member of the Police Department covered by this Agreement, which may be revoked in writing at any time, the City will each month deduct from the Member’s pay the amount owed to the Union by such Member for Union membership dues or service charges. The City shall forward such dues, as well as a list indicating the name and status of each Member, to the Fraternal Order of Police Labor Council at the address provided by the Union. The Union shall notify the City, in writing, thirty (30) days prior to any change in the amount of dues to be deducted. The City shall forward the full amount of monthly dues to the Labor Council by the tenth (10th) day of the month following the month in which the deductions are made.

The Union will indemnify, defend and hold the City harmless against any claims made, and against any suit instituted, against the City on account of any deduction of Union dues.

The Union agrees to refund to the City any amounts paid to it in error on account of the deduction provision.

ARTICLE 25. FAIR SHARE

Any present Member who is not a Member of the Union shall, as a condition of employment, be required to pay fair share of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All members hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The City shall, with respect to any Member in whose behalf the City has not received a written authorization as provided in ARTICLE 24. DUES DEDUCTION above, deduct from the wages of the Member the fair share financial obligation, including any retroactive amount due and owing, and shall, forward said amount to the Fraternal Order of Police Labor Council on the tenth (10th) day of the month following the month in which the deduction is made subject only to the following:

1. The Union has certified to the City that the affected Member has been delinquent in his obligation for at least thirty (30) days;

2. The Union has certified to the City that the affected Member has been notified in writing of the obligation and the requirement for each provision of this Article and that the Member has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;

3. The Union has certified to the City that the affected Member has been given a reasonable opportunity to prepare and submit any objections to the payment and
has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the Member and the Union for the purpose of determining and resolving any objections the Member may have to the fair share fee;

4. Upon objection by the Member based on bona fide religious or moral grounds, the fair share obligation shall be paid by the City to a charity designated by the City and the Union.

ARTICLE 26. EQUAL OPPORTUNITY

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

ARTICLE 27. SEVERABILITY

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

ARTICLE 28. LABOR/MANAGEMENT MEETINGS

Section A. Purpose

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

Section B. Relationship to Grievance Procedure

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

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

Section D. Member Attendance

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

ARTICLE 29. DRUG & ALCOHOL ABUSE POLICY

Section A. General Policy

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

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

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

Section B. Definitions

1. DRUGS: The term "drug" shall include any controlled substance listed in 720 ILCS 570/101 et seq., known as the Controlled Substance Act, for which the person tested does not submit a valid, predated prescription. The term "drug" includes both prescription and over-the-counter medication, alcohol, and illegal drugs. In addition, it includes "designer drugs" which may not be listed in the Controlled Substance Act, but which adversely affect perception, judgment, memory, and coordination. A listing of drugs covered by this policy includes, but is not limited to:

- Opium
- Methaqualone
- Psilocybin-Psilocin
- Morphine
- Tranquilizers
- MDA
- Codeine
- Cocaine
- PCP
- Heroin
- Merperdine
- Amphetamines
- Choral Hydrate
- LSD
- Mescaline
- Methylphenidate
- Hash
- Marijuana
- Hash Oil
- Clutethimide
- Steroids
Phenmetrazine  Barbiturates

2. IMPAIRMENT: Impairment due to drugs shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed.

"Impairment" due to alcohol shall be presumed when a blood alcohol content of .02 or more is measured.

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

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

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

Section C. Prohibitions

Except as required by job assignment, Members shall be prohibited from:

1. Consuming or possessing alcohol or illegal drugs at any time while on duty and/or while on any of the Employer's premises or job sites, including all the Employer's buildings, properties, or vehicles and the Member's personal vehicle while engaged in the business of the Employer;
2. Using, selling, possessing, purchasing, or delivery of any illegal drug while on duty or when off duty;
3. Being impaired while on duty; or
4. Failing to report to their supervisor any known adverse side effects of any medication, including over-the-counter medications or prescription drug(s) which they are taking.

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

Section D. Administration of Tests

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

1. There shall be no random, across-the-board, or routine drug testing of Members, except as part of treatment and/or after care.

2. Where there is reasonable suspicion to believe that a Member is impaired due to being under the influence of drugs or alcohol while on duty, that Member may be required to report for drug/alcohol testing by either the City Manager, the Chief of Police, a Lieutenant, a Sergeant, or a Corporal if acting as a shift supervisor. At the time the Member is ordered to submit to testing, the City shall contact the Union Representative so that he/she may be present. If the designated Union Representative is unable to be present within thirty (30) minutes, then the Member may be ordered to be tested in the presence of any Union Member who volunteers. The Union shall provide the City with a list of the Union representatives to be contacted for this purpose and shall maintain it on an ongoing basis. In the event a bargaining unit Member (any commissioned officer) is the individual ordering the test, a Union Representative or other Union member must be present.

3. Refusal of a Member to comply with the order for a drug/alcohol screening will be considered a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

4. It is understood that drug and alcohol tests may be required under the following conditions:
   a. When a Member has been arrested or indicted for conduct involving illegal drug related activity on or off duty;
   b. When a Member is involved in an on-the-job injury causing reasonable suspicion of legal or illegal drug use or alcohol abuse;
   c. When a Member is involved in an on-the-job accident where there is reasonable suspicion of illegal drug use or alcohol abuse; or
   d. Where a Member has experienced excessive absenteeism or tardiness under circumstances giving rise to reasonable suspicion of off duty drug or alcohol abuse.

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

Section F. Reasonable Suspicion

Reasonable suspicion is a standard to determine when a drug or alcohol test may be ordered and the Member may be required to report for testing.

Reasonable suspicion exists if the facts and circumstances warrant rational inference(s) that a person is using and/or is physically or mentally impaired due to being under the influence of drugs or alcohol. Reasonable suspicion will be based upon the following:

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

At the time a Member is ordered to submit to testing authorized by the agreement, the City shall provide the Member with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided to the Member within a reasonable period of time following the order. The Member shall be permitted to consult with a Representative of the Union at the time the order is given, provided that such a Representative is available. No questioning of the Member shall be conducted that is not consistent with the Police Bill of Rights (50 ILCS 725/1-7). A refusal to submit to such testing may subject the Member to discipline, but the Member's taking of the test shall not be construed as a waiver of any objection or rights he/she may have. When testing is ordered, the Member will be removed from duty and placed on leave with pay pending the receipt of the results.

Section H. Conduct of Tests

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

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

Section I. Prohibited Levels

A positive test result of any detectable amount of a controlled substance, other than as provided herein, is a prohibited level. A positive test result means a finding of the presence of drugs or their metabolite in the sample tested at or above those levels established by the Department of Health and Human Services at the time the test is made. The following chart of maximum drug levels is included for illustrative purposes only. It is understood that changes in technology and/or the need to detect the presence of other types of drugs may at times necessitate the adoption of new or changed prohibited levels. If there is any difference between the prohibited drug levels set forth here and those standards established by the Department of Health and Human Services (DHHS), the then-existing DHHS standards shall prevail for all drug levels except alcohol.

<table>
<thead>
<tr>
<th>Drug</th>
<th>Initial Test Levels</th>
<th>Confirmatory Test Levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALCOHOL</td>
<td>.02% Blood Alcohol content</td>
<td>.02% Blood Alcohol content</td>
</tr>
<tr>
<td>MARIJUANA METABOLITES</td>
<td>100 ng/ml</td>
<td>15 mg/ml</td>
</tr>
<tr>
<td>COCAINE METABOLITES</td>
<td>300 mg/ml</td>
<td>150 mg/ml</td>
</tr>
<tr>
<td>OPIATE METABOLITES</td>
<td>Morphine 300 mg/ml</td>
<td>Codeine 300 mg/ml</td>
</tr>
<tr>
<td>PHENCYCLIDINE</td>
<td>25 mg/ml</td>
<td>25 mg/ml</td>
</tr>
<tr>
<td>AMPHETAMINES</td>
<td>1,000 mg/ml</td>
<td></td>
</tr>
<tr>
<td>Amphetamine</td>
<td>500 mg/ml</td>
<td>500 mg/ml</td>
</tr>
<tr>
<td>Methamphetamine</td>
<td>500 mg/ml</td>
<td>500 mg/ml</td>
</tr>
</tbody>
</table>

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

Section J. Right to Consent

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

Section K. Voluntary Requests for Assistance

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

The City shall pay 100% of the EAP, but if further treatment is necessary, coverage or lack of coverage will be determined by the Member’s individual health plan. If the City eliminates the EAP, the drug testing policy of this contract is terminated.

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

1. **First Positive** - The first confirmed positive test for alcohol and/or legal drugs will be cause for disciplinary action up to and including a thirty (30) calendar day disciplinary suspension and the Member must agree to the following conditions:

   a. mandatory referral to the Employee Assistance Program for evaluation, diagnosis, and development of a rehabilitation treatment, plan consistent with generally accepted standards; and

   b. cooperation in the rehabilitation plan, including unannounced periodic drug and alcohol screening for a period of up to twelve (12) months, successful completion of the prescribed rehabilitation (remaining free of drug and alcohol use), and the signing of an agreement consenting to all said conditions.

Failure to comply with all of these conditions during continued employment shall be cause for discharge. Any Member who does not test positive after the first instance for a period of five (5) years or more, shall be considered at the first positive level for any subsequent positive test.

2. **Second Positive/Abuse of Legal Drugs During Rehabilitative Treatment** - If a Member has a first confirmed positive test and enters a rehabilitation program, and thereafter while that Member is in rehabilitation that Member has a subsequent confirmed positive test as a result of an unannounced periodic drug and/or alcohol screening, the Member shall be discharged from employment with the City. This discharge shall be final and binding on the Union and the Member, and shall not be subject to the grievance procedure.

3. **Second Positive/Reasonable Suspicion** - A Member who has a first confirmed positive test under Paragraph L-1 above, and who subsequently has a confirmed positive test under the reasonable suspicion standard shall be discharged, which discharge shall be final and binding on the Union and the Member and the penalty shall not be subject to the grievance procedure.

4. **Employment Status** - There may be no requirement on the part of the Employer to keep a Member on active employment status who is receiving rehabilitative treatment under this Section if the Employer determines that the Member's current use of alcohol or drugs prevents such individual from performing his/her duties or whose continuance on active status would constitute a threat to the property and safety of others and would violate the reasonable expectations of the public. Such Member shall be afforded the opportunity to use accumulated
paid leave or take an unpaid leave pending treatment. The Employer shall be reasonable in its application of this provision.

5. **Discipline** - This Section shall in no way limit discipline for other offenses arising out of, related to, or aggravated by drug use or abuse, including but not limited to discipline or discharge because the Member’s condition is such that he/she is unable to properly perform his/her duties due to the effects of drugs, or because the Member posed or caused any threat to the health and safety of himself/herself or others, or because the Member caused damage to property; nor shall it limit the discipline to be imposed for possessing, selling, purchasing, or delivering any illegal drug during working hours or while off duty, or for using any illegal drug while on or off duty. In cases of misconduct arising out of, related to or aggravated by drug use or abuse, the discipline imposed shall be based on the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to life, limb, or property).

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

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

**Section N. Confidentiality of Test Results**

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

**ARTICLE 30. CORPORAL POSITION**

1. **Assignment**
   A Member shall be assigned to the position of Corporal by the City Manager upon the recommendation of the Police Chief. The assignment to the position of Corporal shall be permanent unless the Member is promoted to Sergeant, the Member and the Police Chief mutually agree that the Member return to the rank of Patrolman or the Member is returned to the rank of Patrolman for cause. Applicants for the position of Corporal shall be interviewed by the Police Chief and at the Chief’s discretion, one or more Lieutenants and one or more Sergeants.

2. **Rank Before Appointment**
   A Member shall not be required to be a Corporal before being promoted to the rank of Sergeant by the Board of Fire and Police Commissioners.
3. **Working Supervisor Status**
   The Corporal rank shall be considered a working supervisory position unless otherwise directed by an officer of higher rank.

4. **Officer In Charge**
   If a Patrolman is assigned to serve as an officer in charge in the absence of a Sergeant and Corporal, that Patrolman shall be considered an Acting Corporal and shall receive the Corporal pay classification as identified by Appendix "A" of this Agreement for the time assigned as an Acting Corporal.

**ARTICLE 31. ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties mutual written agreement.

**ARTICLE 32. TERMINATION**

This Agreement shall be effective the 1st day of January, 2009 and shall remain in full force and effect through the 30th day of June, 2010. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to expiration date that it desires to modify this Agreement. This Agreement may be reopened if agreed to in writing by both parties, and in such event, negotiations will begin immediately. In the event of modification of this Agreement as set forth above, negotiations shall begin not later than ninety (90) days prior to the expiration date. If negotiations for a successor agreement have not been completed by the expiration date of this Agreement, this Agreement shall remain in force and be effective until the successor agreement is executed and ratified, unless either party gives the other party thirty (30) days notice in writing of its desire to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this ___ day of January, 2010.

For the City of DeKalb: For the Union:

---

29
APPENDIX "A"

SALARIES SCHEDULE

I.

<table>
<thead>
<tr>
<th>Step</th>
<th>1/1/2009</th>
<th>1/1/2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>27.49</td>
<td>27.49</td>
</tr>
<tr>
<td>B</td>
<td>29.95</td>
<td>29.95</td>
</tr>
<tr>
<td>C</td>
<td>31.35</td>
<td>31.35</td>
</tr>
<tr>
<td>D</td>
<td>32.97</td>
<td>32.97</td>
</tr>
<tr>
<td>E</td>
<td>34.62</td>
<td>34.62</td>
</tr>
</tbody>
</table>

Corporals 36.35 36.35

Sergeants 40.05 40.05

II. Members covered by this Agreement shall advance to the next step in salary schedule at the beginning of the pay period following the anniversary date of their appointment or promotion each year until they have advanced to the last step on the salary schedule.

The automatic advancement to the next step based on length of service shall be replaced by an incentive program, if an incentive program is agreed to by both City and Union.

It is the intention of the parties to this Agreement that this Appendix "A"-Salaries Schedule, is reflective of a nominal 3.00 percent pay raise effective January 1, 2009, and a 0.00 percent pay raise effective January 1, 2010.

III. The Corporal pay classification is 5% above the Step E Patrolman salary range.
APPENDIX "B"

ACCUMULATED SICK LEAVE

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

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>PERCENT OF ACCUMULATED SICK LEAVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1</td>
<td>0%</td>
</tr>
<tr>
<td>1-2</td>
<td>5%</td>
</tr>
<tr>
<td>2-3</td>
<td>10%</td>
</tr>
<tr>
<td>3-4</td>
<td>15%</td>
</tr>
<tr>
<td>4-5</td>
<td>20%</td>
</tr>
<tr>
<td>5-6</td>
<td>25%</td>
</tr>
<tr>
<td>6-7</td>
<td>30%</td>
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<td>7-8</td>
<td>35%</td>
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<td>8-9</td>
<td>40%</td>
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<td>45%</td>
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<td>10-11</td>
<td>50%</td>
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<td>11-12</td>
<td>55%</td>
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<td>12-13</td>
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<td>80%</td>
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<td>17-18</td>
<td>85%</td>
</tr>
<tr>
<td>18-19</td>
<td>90%</td>
</tr>
<tr>
<td>19-20</td>
<td>95%</td>
</tr>
<tr>
<td>Over 20</td>
<td>100%</td>
</tr>
</tbody>
</table>
APPENDIX "C"

LONGEVITY SCHEDULE

Longevity pay is Seven Dollars ($7.00) per month per year after three (3) years of continuous service (starting the first month of a Member's fourth year), up to a maximum of One hundred -Seventy-Five Dollars ($175.00).

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>AMOUNT OF LONGEVITY PER MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 years</td>
<td>$ 7.00</td>
</tr>
<tr>
<td>4 years</td>
<td>$14.00</td>
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<tr>
<td>5 years</td>
<td>$21.00</td>
</tr>
<tr>
<td>6 years</td>
<td>$28.00</td>
</tr>
<tr>
<td>7 years</td>
<td>$35.00</td>
</tr>
<tr>
<td>8 years</td>
<td>$42.00</td>
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<tr>
<td>9 years</td>
<td>$49.00</td>
</tr>
<tr>
<td>10 years</td>
<td>$56.00</td>
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<tr>
<td>11 years</td>
<td>$63.00</td>
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<td>13 years</td>
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<tr>
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<td>15 years</td>
<td>$91.00</td>
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<td>17 years</td>
<td>$105.00</td>
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<td>18 years</td>
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<td>21 years</td>
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<td>$154.00</td>
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<tr>
<td>25 years</td>
<td>$161.00</td>
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<tr>
<td>26 years</td>
<td>$168.00</td>
</tr>
<tr>
<td>27 years</td>
<td>$175.00</td>
</tr>
</tbody>
</table>
APPENDIX "D"
SIDE LETTER

OVERLAP SHIFT, FOUR DAY WORK WEEK

The City of DeKalb and the Fraternal Order of Police, Union 115 hereby agree to the following provisions that supplement Article 3, "Hours of Work", and Article 4, "Wages", of the collective bargaining Agreement entered into between the City and Fraternal Order of Police Union 115 on the 1st day of January, 2006.

1. ARTICLE 3, HOURS OF WORK. Policemen covered by the above-mentioned Agreement and who are ordinarily scheduled to work the five (5) day per week, eight (8) hour per day "overlap" shift, may be assigned to work a four (4) consecutive day per week, ten (10) hour per day shift.

2. ARTICLE 4, WAGES. Policemen working the above-mentioned four (4) day, ten (10) hour "overlap" shift shall be paid the rates established in Appendix "A" of the Agreement for hours worked up to ten (10) hours per day and forty (40) hours per week. Policemen working the four (4) day, ten (10) hour "overlap" shift shall be paid one and one-half (1 ½) times their regular straight time hourly rate of pay for all hours worked in excess of ten (10) hours per day and forty (40) hours per week.

Notwithstanding the foregoing, a Member may waive the provision requiring one and one-half (1 ½) times his regular straight time hourly rate of pay for receiving one and one-half (1 ½) hours of compensatory time off for either:

a) The amount of hours worked in excess of ten (10) hours on the Member's workday; or

b) The amount of hours worked in excess of forty (40) hours in a Member's work week. The maximum accumulation of compensatory time shall be sixty (60) hours.

3. The period in which this Side Letter shall be effective is from January 1, 2006 through December 31, 2008.

Dated this 12th day of December, 2005.

[Signatures]

Frank Van Plew
Mayor

[Signatures]

Alonna Thompson
City Clerk

[Signatures]

DeKalb Police Officers
Union 115, President

[Signatures]

DeKalb Police Officers
Union 115, Secretary
APPENDIX “E”
SIDE LETTER

MEDICAL PROVIDER

The City of DeKalb and the DeKalb Police Officers, Lodge 115, agree that members ordered to the doctor under Article 7, Section E and Article 11 of the collective bargaining agreement between the City and the Lodge will be sent to the following clinic unless otherwise agreed to by the Employer and Member.

Kishwaukee Corporate Health, S.C.

If doctors from the above clinic are unavailable, then the Member shall be sent to a doctor accepting calls for the clinic.

Dated this 12th day of December, 2005.

Frank Van Buer
MAYOR

DEKALB POLICE OFFICERS
LODGE 115, PRESIDENT

Debra Myrup
CITY CLERK

FRATERNAL ORDER OF POLICE
LABOR COUNCIL

DEKALB POLICE OFFICERS
LODGE 115, SECRETARY
APPENDIX “F”

DUES CHECK OFF FORM

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

I, ____________________________________________________________, 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.

Signed: ____________________________________________________

Date: ________________ Address: ________________________________

City: __________________________ State: ___________ ZIP: ________

Telephone: __________________________

Please remit all dues and deductions to:

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

GRIEVANCE FORM

GRIEVANCE
(use additional sheets where necessary)

Date Filed:
Department:

Grievant's Name:
Last
First
M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance:

Article(s) Contract violated: , and all applicable Articles

Briefly state the facts:

Remedy Sought: , in part and in whole, make grievant whole

Given To: Date/Time:

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance:

Given To: Date/Time:

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date
APPENDIX “I”

SIDE LETTER

DEVELOPMENT OF A PLAN
FOR THE IMPLEMENTATION OF TWELVE (12)
MONTH TRIAL PERIOD OF TEN (10) HOUR SHIFTS
FOR OFFICERS ASSIGNED TO PATROL DUTIES

The City of DeKalb and FOP Local # 115 agree to review the hours of work, as currently set forth in Article 3 of the Agreement, to develop and implement a plan for officers assigned to patrol duties to work ten (10) hour shifts, for a trial period of twelve (12) months. Each party to this Side Letter does hereby agree to meet on a continuing and mutually agreeable basis, commencing on or about July 1, 2006 and completing this development on or before December 15, 2006.

Each side shall be comprised of no more than two (2) permanent representatives. Each side shall be permitted to propose a plan for the implementation of a ten (10) hour shift program for those officers assigned to patrol duties for a trial period of twelve (12) months and to participate in the development of such a plan on mutually agreeable terms.

All other terms and conditions of this Agreement shall remain in full force.

Dated this 12th day of December, 2005.

Mayor

Mayor

CITY CLERK

DEKALB POLICE OFFICERS
LODGE 115, PRESIDENT

DEKALB POLICE OFFICERS
LODGE 115, SECRETARY

FRATERNAL ORDER OF POLICE
LABOR COUNCIL
Appendix "J"

Side Letter

LANGUAGE CLARIFICATION REGARDING WORK WEEK, VACATION DAYS, HOLIDAYS, and SICK LEAVE

As described in Appendix "I" of the contract between FOP Lodge 115 and the City of DeKalb, a twelve (12) Month Trial Plan for ten (10) hour shifts has been agreed upon by both the Union and the City. In order to avoid the potential for confusion or misunderstanding regarding hours of work, vacation time, holiday pay, and sick leave this side letter is designed to clarify these areas by simply changing language to show Hours of Work, Vacation Time, Holiday Pay, and Sick Leave in terms of "hours" instead of "days". Changes in the language from the applicable sections of the contract are in italics in this side letter. Italicized text will take precedence over the text in the main body of the contract.

Regarding Article 3, Section A of the contract:

The workweek for a Member covered by this Agreement shall be forty (40) hours per week. Said workweek shall consist of either five (5) consecutive days with each day containing eight (8) consecutive hours with a thirty (30) minute lunch break or four (4) consecutive days with each day containing ten (10) consecutive hours with a forty five (45) minute lunch break. Should it be necessary in ........ (remainder of Section A unchanged).

Regarding Article 4, Section B and E of the contract:

ARTICLE 4. WAGES

Section B. Overtime

Any Member shall be paid one and one-half (1 1/2) times his regular straight time hourly rate of pay for all hours worked in excess of ten (10) hours on a Member's workday, if he is assigned to a ten (10) hour a day work schedule. Any Member shall be paid one and one-half (1 1/2) times his regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours on a Member's workday, if he is assigned to an eight (8) hour a day work schedule. A Member shall be paid one and one-half (1 1/2) times his regular straight time hourly rate of pay for all hours worked in excess of forty (40) hours in a Member's week.

Not withstanding the foregoing, a Member may waive the provision requiring one and one-half (1 1/2) times his regular straight time hour rate of pay for receiving one and one-half (1 1/2) hours of compensatory time off for either:
1. The amount of hours worked in excess of eight (8) hours on the Member's workday, if assigned to an eight (8) hour a day work schedule; or

2. The amount of hours worked in excess of ten (10) hours on the Member's workday, if assigned to a ten (10) hour a day work schedule; or

3. The amount of hours worked in excess of forty (40) in a Member's workweek.

The maximum accumulation of compensatory time shall be one-hundred forty-six (146) hours. Upon termination of employment with the City of DeKalb pay-out for accumulated compensatory shall not exceed one-hundred thirty (130) hours.

Section E. Mandatory In-Service Training Compensation

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

<table>
<thead>
<tr>
<th>Number of Days Assigned Training</th>
<th>Number of Hours in Training after which Overtime/Comp Time is Remunerated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>8</td>
</tr>
<tr>
<td>2</td>
<td>16</td>
</tr>
<tr>
<td>3</td>
<td>24</td>
</tr>
<tr>
<td>4</td>
<td>32</td>
</tr>
<tr>
<td>5</td>
<td>40</td>
</tr>
</tbody>
</table>

(Remainder of Section E unchanged.....)

Regarding Article 5, Section A of the contract:

Members covered by this Agreement with at least one year's service as of May 1 in any year shall receive an additional one hundred twelve (112) hours of vacation to that provided in Article 6 in lieu of holidays.
Regarding Article 6, Sections A, C, D, and E of the contract:

Section A. Entitlement

Members, as of May 1 in any year, shall be entitled to vacations as follows:

<table>
<thead>
<tr>
<th>Less than one year</th>
<th>24 (8 hours each) working days times number of months of continuous service divided by 12 (rounded to the nearest full number of 8 hour days) This number can then be translated into ten hour days for those officers working the ten hour schedule.</th>
</tr>
</thead>
<tbody>
<tr>
<td>One year through 6 full years</td>
<td>80 hours</td>
</tr>
<tr>
<td>Over 6 full years through 13 full years</td>
<td>120 hours</td>
</tr>
<tr>
<td>Over 13 full years through 17 full years</td>
<td>160 hours</td>
</tr>
<tr>
<td>Over 17 full years</td>
<td>200 hours</td>
</tr>
</tbody>
</table>

Section C. Scheduling

Vacations may be scheduled from May 1 to April 30 of each vacation year and, as far as practicable, be granted at times selected by each Member. Within a period of thirty (30) days following the day members of the Police Department covered by this Agreement receive their shift assignments from City, said members shall be entitled to: (a) select their vacation based on seniority within their respective shifts which said vacation to be selected shall not exceed two (2) forty hour (40 hour) vacation periods for each Member; and, (b) select, following the completion by all members of the respective shifts of the procedure in (a) above, any remaining vacation hours available to each respective Member. Following the thirty (30) days after the day members receive their shift assignments, vacation selection shall be based on a "first come first serve basis" and not on seniority. The final right to approve the vacation period is exclusively reserved by the Employer in order to insure the orderly performance of the services provided by the City. If a Member is entitled to more than 120 hours of vacation, the vacation shall be divided into two (2) or more periods during the vacation year, unless the full period is authorized in writing by the Police Chief.

Section D. Pay In Lieu of Vacation

Vacations are for the purpose of rest and rehabilitation in order to perform better work for the Employer. However, if a Member is entitled to more than 120 hours of vacation, he may request and, if approved in writing by the Police Chief, receive ten (10)
hours of pay in lieu of ten (10) hours of vacation for any weeks and/or days of vacation in excess of eighty (80) hours.

Section E. Additional Days, 6th, 13th and 17th Years

The additional forty (40) hours vacation in the 6th, 13th and 17th year shall be pro-rated for members whose anniversary date falls after May 1 by multiplying .0833 times number of full months between anniversary date and April 30, times additional vacation days (1 vacation day = 8 hours of vacation for this formula only) allowable at the 6th, 13th and 17th year as the case may be, rounding up or down to nearest whole number (hour).

Regarding Article 7, Section A of the contract:
Members shall accumulate eight hours of sick leave for each month of service provided that the Member has been compensated for one hundred forty (140) hours or more of work in each such month of service. Members shall start to accumulate sick leave from their date of employment and shall accumulate sick leave up to a maximum of 936 hours. However, payment under Article 7, Section C. shall not exceed 720 hours. Each new Member shall be advanced forty (40) hours of sick leave upon employment.

Regarding Article 7, Section B of the contract:
Accumulated sick leave hours may be used by any Member contracting or incurring any...........(remainder of Section B unchanged).

All other terms and conditions of this Agreement shall remain in full force.

Dated this 29th day of May, 2007.

[Signatures]

MAYOR
DEKalb FOP LODGE
115 PRESIDENT
CITY CLERK
DEKalb FOP LODGE
115 SECRETARY
FOP LABOR COUNCIL
APPENDIX "K"

SIDE LETTER

CHANGE IN UNIFORMS

The City of DeKalb ("City") and Illinois FOP Labor Council/Lodge # 115 ("Union") agree that for the purpose of the change, to be implemented in 2008, in the color of the patrol uniform shirt from light blue to navy blue, Article 21, Section B of the Agreement shall not apply. Notwithstanding the terms of Article 21, Section B of the Agreement, the Union and the City agree that members of the bargaining unit, as of the date of the execution of this Side Letter, shall pay for the first issue of said uniform shirts and shall also pay for the purchase of new patches and the application of the same to the patrol uniform shirts. This Side Letter shall not apply to any new hires occurring after the date of this Side Letter. This Side Letter shall be considered without precedent in regard to any future changes in uniforms and shall not be introduced as evidence in any hearing, whether in a court of law, an administrative agency, the Illinois Public Labor Relations Board, or arbitration between the Union and the City, except as may be necessary to enforce its terms.

All other terms and conditions of this Agreement shall remain in full force.

Dated this 12th day of May, 2008.

FRANK VAN BEEK
MAYOR

DEKALB POLICE OFFICERS LODGE 115, PRESIDENT

R. ROUSE
CITY CLERK

DEKALB POLICE OFFICERS LODGE 115, SECRETARY

FRATERNAL ORDER OF POLICE LABOR COUNCIL