

**AGREEMENT
BETWEEN
CITY OF SOUTH BELOIT
and
ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

**All Full-Time Sworn Peace Officers
Below the Rank of Sergeant**

January 1, 2025 - December 31, 2028

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PREAMBLE

THIS AGREEMENT is entered into by the City of South Beloit (hereinafter referred to as the "City" or the "Employer") and Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Labor Council" or "Union"). It is the purpose of this Agreement and the intent of the parties hereto to establish and promote a harmonious understanding and relationship between the City and the FOP Labor Council; to promote departmental efficiency and effectiveness; to establish wages, rates of pay, hours of work and terms and conditions of employment applicable to employees covered by this Agreement; to provide for an equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and implementation of this Agreement; and to prevent interruptions of work and interference with the operations of the City.

In consideration of the mutual promises, covenants and agreements contained herein, the Employer and the Labor Council do mutually promise and agree as follows:

ARTICLE 1
RECOGNITION AND REPRESENTATION

Section 1. Recognition. Pursuant to the certification by the Illinois State Labor Relations Board in Case No. S-RC-06-035, the City hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative for the following unit:

- Included: All full-time sworn peace officers below the rank of sergeant employed by the City of South Beloit's Police Department.

- Excluded: All full-time sworn peace officers of the rank of sergeant and above and all part-time police officers employed by the City of South Beloit's Police Department; all elected officials; all other City of South Beloit employees; and all supervisory, managerial and confidential employees, and short term employees, as defined by the Act, employed by the City of South Beloit.

Section 2. Gender. The use of the masculine pronoun in this Agreement is understood to be for clerical convenience only and includes the feminine pronoun as well.

Section 3. Bargaining Unit Work. The City may utilize the services of part-time officers to perform bargaining unit work in accordance with 65 ILCS 5/3.1-30-21, as amended, provided that the use of part-time officers will not result in any layoffs or reduction of normal work hours of bargaining unit members. Part-time officers may be used to supplement the manpower on a shift. In addition, the use of part-time employees will not result in a reduction of bargaining unit members. Overtime opportunities known at least 48 hours or more prior to the shift will be offered to full-time officers first via email communication. Full-time officers must respond within 24 hours of the email communication to the Scheduling Sergeant or Commander requesting to fill the shift which then shall be filled pursuant to Section 6.8. A lack of response will be treated as that opportunity being passed and that shift shall then be offered to part time officers. Overtime opportunities known less than 48 hours in advance can be offered to full-time or part-time officers at the Chief's discretion.

ARTICLE 2
NON-DISCRIMINATION

In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this Agreement because of any protected status, or because of membership on non-membership in the Union. Other than Union membership or lack thereof, any dispute concerning the interpretation and application of this Paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE 3 **UNION RIGHTS**

Section 1. Union Use of Bulletin Board. The City shall provide a bulletin board (at least 2' x 3') solely for the posting of official Labor Council notices. Such notices shall be non-political, non-controversial and non-inflammatory in nature. The Union will limit the posting of such Union materials to the bulletin board. A copy of said notices shall be given to the Chief of Police at the time of its posting on the bulletin board. Such bulletin board shall be kept neat and outdated material shall be removed in a timely manner.

Section 2. Union Visitation/Representatives. A duly authorized Labor Council representative will be permitted access at reasonable times to the premises of the City for the purpose of representing employees pursuant to the provisions of this Agreement. The Labor Council representative will first secure the prior approval of the Police Chief or his designee to enter and conduct his business so as not to interfere with City operations, which shall not be unreasonably denied. If such approval is granted, the Police Chief or his designee shall designate the area where such business is to be conducted and the period of time to be provided. Meetings between Union representatives and employees shall not occur during the employees' hours of work, unless approved in advance by the Police Chief or his designee.

Section 3. Union Representatives. The City recognizes the right of bargaining unit employees to select Union Representatives. The Union shall provide the Police Chief with the name of any Union Representatives selected by the Union. The Union Representatives shall not be permitted to conduct Union business during working hours, except as expressly provided herein.

Section 4. Union Representatives/Time Off for Union Activities. One employee acting as a Union representative will be permitted to attend grievance meetings scheduled by the

City during said employee's regularly scheduled working hours without a loss of regular straight time pay for attending the meeting. In addition, an employee who is being interrogated or who is scheduled for a pre-disciplinary meeting during the employee's regularly scheduled working hours and a Union representative, if requested by the employee, who is representing the employee at the interrogation or pre-disciplinary meeting scheduled during the representative's regularly scheduled working hours, shall be released from work without loss of regular straight time pay. The employee and representative, if requested, must request and receive advance approval from the Police Chief or his designee to attend said meeting. No employee attending a grievance meeting or representative attending any of the above meetings shall be paid for attending such meetings in his representational capacity outside of his scheduled working hours. The Union recognizes the essential need to minimize lost work time and to avoid interference with the work of the City. All other time spent on Union activities shall be considered non-work time, except as otherwise provided herein or approved in advance by the Police Chief or his designee. One bargaining unit employee elected to a position of responsibility within the Union (i.e. as a delegate to the annual convention) shall be released from duty with pay for a total of four (4) days a calendar year for the purposes of attending annual conventions, training or meetings. Only one employee may be absent for this purpose at one time and requests for time off under this Section is subject to approval in advance by the Police Chief or his designee.

Section 5. Dues Deduction. While this Agreement is in effect, the City will deduct from the first two (2) paychecks of the month, and forward to the Illinois Fraternal Order of Police Labor Council at 974 Clocktower, Springfield, Illinois 62704, the uniform, regular monthly dues for each employee in the bargaining unit who has filed with the City a voluntary, effective dues deduction authorization (as set forth in Appendix B of this Agreement). If a conflict exists

between that form and this Article, the terms of this Article and Agreement control. A member desiring to revoke the dues deduction authorization may do so by written notice to the City and Labor Council by certified mail, return receipt requested at any time upon thirty (30) days' notice. The actual dues amount deducted, as determined by the Union, shall be a uniform sum of money for each employee in order to ease the City's burden of administering this provision. Such dues shall be forwarded to the Union within thirty (30) calendar days of the deduction.

If the employee has no earnings or insufficient earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each calendar year during the life of this Agreement. The Union will give the City thirty (30) calendar days' notice of any such change in the amount of uniform dues to be deducted.

In order to administer the deduction of dues under this Agreement, the Employer shall:

- (a) Notify the Labor Council of the names of all newly hired employees within thirty (30) days of the employees' respective starting date(s):
- (b) Provide to the Labor Council in conjunction with each dues check forwarded to the Labor Council:
 - (1) A complete and accurate written listing of all employees in the bargaining unit and the amount of union dues deducted from each individual employee's salary.
- (c) Provide to the Labor Council notice and copy of any revocation of dues deduction authorization within thirty (30) calendar days of the date the revocation is received by the Employer.

The City shall provide the Labor Council with the name, starting date and salary of any new employee covered under this Agreement within thirty (30) days of hire.

Section 6. Union Indemnification. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article.

Section 7. Labor Council Negotiating Team. One employee who is designated as being on the Labor Council negotiating team and who is scheduled to work on a day on which negotiations occur shall, upon advance request of the officer and with the prior approval of the Chief, be released without loss of regular straight time pay for the portions of the shift during which negotiations occur between the City and Union. Provided, however, the officer shall, at all times, be subject to and respond to emergency calls.

ARTICLE 4
MANAGEMENT RIGHTS

It is understood and agreed that the City possesses the sole right and authority to operate the City and direct the employees of the City and its various departments in all respects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the City; to plan, direct, control and determine all the operations and services of the City; to determine the places, means, methods and number of personnel needed to carry out the City's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to establish specialty positions and to select personnel to fill them; to schedule and assign work; to establish reasonable work, performance and productivity standards and, from time to time, to change those standards; to schedule and assign overtime; to determine whether goods or services are made or purchased; to make, alter and

enforce reasonable rules, regulations, orders, procedures, programs and policies; to hire, demote, promote, transfer and train employees; to change or eliminate existing methods, equipment (including weapons and ammunition) or facilities; to layoff and/or relieve employees from work; to contract out for goods and services; to use temporary and part-time employees as the City deems appropriate provided such use does not result in the layoff or reduction of bargaining unit employees in accordance with "Bargaining Unit Work", Article 1, Section 3 herein; to evaluate performance and productivity; and to take any and all actions as may be necessary to carry out the mission of the City and Police Department in situations of civil emergency (including but not limited to riots, tornados, civil disorder and floods) as may be declared by the Mayor, the Police Chief or their authorized designees, which actions may include the temporary suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and provided that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

ARTICLE 5
LABOR-MANAGEMENT COMMITTEE

Section 1. Subject Matter and Agenda. The Labor Council and the City mutually agree that in the interest of efficient management and harmonious employee relations, a labor-management meeting may be held between the Police Chief and Union representatives. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor management conference" and expressly providing the agenda for such meeting. Such notice may be waived by mutual consent of the parties. Such meetings, times, dates and locations shall be mutually agreed to before being held, and the purpose of any such meeting shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;

- (b) a sharing of general information of interest to the parties;
- (c) notification of changes in conditions of employment that may affect officers; and
- (d) issues and concerns involving safety.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed pursuant to the grievance procedure shall not be considered at "labor management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 2. Attendance. The Labor Council and City may each be represented at such meetings by up to two (2) designated individuals. When absence from work is required to attend a labor management meeting, employees shall, before leaving their work, give reasonable notice to and receive approval from the Police Chief or his designee in order to remain in pay status. The Police Chief or his designee shall approve the absence, except in emergency situations or where the effectiveness of the department is compromised.

ARTICLE 6 **HOURS OF WORK AND OVERTIME**

Section 1. Application of Article. This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle.

The foregoing, however, is not intended to permit the City to schedule or require officers to work short work weeks solely for the purposes of avoiding the overtime obligations.

Section 2. Work Day/Work Schedule. Except as provided elsewhere in this Agreement, the regular work schedule shall consist of not more than 84 hours per fourteen (14) day work cycle as provided by Section 7K of the FLSA. The twelve (12) hour schedule and rotation in effect as of the date of interest arbitration award in this matter shall remain in effect

subject to the rights and obligations set forth below with regard to changes thereto. The City shall post the work schedules showing the shifts, work days and work hours to which bargaining unit employees are assigned. The regular work day shall normally include a thirty (30) minute meal period at times approved by the City. Employees are on-call during meals and shall not be compensated for call-outs during said periods. The failure to secure said meal period shall not result in additional pay.

Section 3. Changes in the Regular Work Day or Work Schedule. Should it be necessary in the City's judgment, to temporarily establish a regular work schedule departing from the regular work day or week, or the regular work schedule, or to change the shift, schedule or days off of an employee or employees, the City will, absent emergency, give as much notice as is practicable to all employees directly affected by such change. Should the City, based upon bona fide operational need, anticipate a permanent change in the regular work day, workweek, work schedule or the shift start times, the City will, absent emergency, give the Union at least thirty (30) days' notice and, upon request, discuss the change prior to any change taking effect. The Union retains the right to effects bargaining over any such anticipated permanent change. Any change shall be based upon a bona fide operational need.

Section 4. Shift Selection. Annually, in November, the Chief will request that employees submit a request to the Police Chief or his designee, on a form provided by the Police Department, to be assigned to a particular shift and days off. The Police Chief shall make the final decision on the shift assignment and days off, based upon operational considerations, qualifications and seniority. Nothing contained herein shall preclude the Police Chief from later reassigning an employee based upon bona fide operational need.

Section 5. Overtime. An employee shall be paid one and one-half (1-1/2) times his regular straight time hourly rate of pay for all approved hours actually worked in excess of 84 hours actually worked in the regular work schedule/cycle. Overtime rates are calculated by dividing the annual rate (see Appendix "C" attached hereto) by 2,184 and multiplying the resulting hourly rate by one point five (1.5). Overtime shall be paid in fifteen (15) minute increments. An employee must receive advance approval or authorization to work overtime. Paid lunch and break time shall be included in "hours worked" for purposes of computing overtime under this section. For purposes of calculating overtime, all compensable hours shall count as "hours worked" except for sick time.

Section 6. Court Time. If an employee is required by the City to appear in court outside his regular hours of work and in the performance of his official duties (on a matter in which the officer has no personal interest), he shall be paid for all hours actually worked or a minimum of two (2) hours of pay, whichever is greater, at time and one-half his regular hourly rate of pay. The two (2) hour minimum shall not apply to court time which is continuous with the employee's regular hours of work or where the payment overlaps with regular or overtime pay. The City will not change an officer's regular shift schedule starting or ending time solely for the purpose of avoiding the minimum court time guarantee under this section except for court proceedings anticipated to exceed two (2) consecutive days.

Section 7. Call-In Pay. An employee who is called back to work before or after his normal hours of work (i.e., hours not contiguous to his normal shift) will be paid for all hours worked above his normal hours of work or a minimum of two (2) hours of pay, whichever is greater, at time and one-half the employee's regular straight time hourly of pay. This section shall not be applicable to overtime which is scheduled at least 24 hours in advance of the time worked

or for a callback where an employee is called back to correct an error or omission which is determined by the Police Chief or his designee to require correction/completion before the employee's next scheduled shift. The Chief can require the officer to stay the entire two (2) hours only if there is a bona fide operational need.

Section 8. Overtime Opportunities. The City shall have the right to require overtime which officers may not refuse or to seek volunteers for overtime assignments. Except for work in progress or an assignment that requires a special skill, the City will seek volunteers first, by seniority order on a rotating basis. If there is no qualified volunteer available, the Police Chief/or his designee shall have the right to mandate the least senior available officer to work the overtime, in rotating reverse seniority order. An employee who is mandated to work overtime will be paid for all hours worked at time and one half the employee's regular straight time hourly of pay. For the purposes of calculating mandated overtime, all compensable hours shall count as "hours worked".

Section 9. Trading Shifts. As per past practice, employees shall be allowed to trade shifts, within the same pay period, when it is requested in writing by both employees, signed by the employees involved and approved by the Chief of Police or his/her designee.

Section 10. No Pyramiding. Compensation shall not be paid at more than one rate of pay or more than once for the same hours under any provisions of this Agreement.

Section 11. Compensatory Time. At the employee's request, compensatory time may be elected in lieu of overtime. Compensatory time will be calculated at the rate of one and one half (1 1/2) hours for each hour of overtime worked. Compensatory time will be allowed to accumulate or "banked" up to a total of twenty-four (24) hours. If banked compensatory time has not been used by the employee's annual anniversary date (original date of hire), it shall automatically be

paid (cashed) out to the employee at the rate of pay on the date originally accumulated, thereby returning each employee's compensatory bank time to a zero balance upon his/her annual anniversary date of hire.

An employee desiring to schedule compensatory time off shall submit a "time-off" request form at least forty-eight (48) hours prior to the beginning of the shift that he/she proposes to take off, provided that the Police Chief or his/her designee can waive this advance notice requirement on a case-by-case basis. Compensatory time off may be denied if the foreseeable effect, as of the time that it is requested, would be to create an overtime situation. Compensatory time off may not be scheduled in advance to be taken on designated holidays identified in Article 15, Section 1 (15.1); however, the Police Chief or his/her designee may approve a request for compensatory time off on a designated holiday once the shift on that holiday has begun if, in the sole discretion of the Police Chief or his/her designee, it is determined that the employee can use compensatory time off on that shift without adversely affecting staffing levels. Notwithstanding the aforesaid, use of compensatory time shall be at the sole discretion of the Police Chief, but requested use of compensatory time off shall not be unreasonably denied. Requests for compensatory time off shall be considered on a first-come, first-served basis as determined by the Police Chief, except that requests for compensatory time off on a holiday shall be considered in order of employee seniority.

ARTICLE 7

NO STRIKE-NO LOCKOUT

Section 1. No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, stoppage of work, refusal to perform overtime, abnormal and unapproved enforcement procedures or policies, work to the rule situation, mass absenteeism,

refusal to cross a picket line or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing, during the life of this Agreement.

Section 2. Responsibility of the Union. Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately notify the employees verbally and in writing that it disapproves of such action, instructing all employees to cease such action and return to work immediately.

Section 3. Responsibility of Union Representatives. Union representatives have the responsibility to remain at work and encourage other employees to return to work during any activity prescribed by Section 1.

Section 4. Discharge of Violators. The City shall have the right to file charges seeking discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees shall only have the right to contest whether an employee or employees participated in an action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the City may not be disturbed.

Section 5. No Lockout. The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 6. Judicial Restraint. Nothing contained herein shall preclude the City or the Labor Council from seeking judicial restraint and damages in the event either party violated this Article.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an affected employee or the Labor Council against the City involving an alleged interpretation, application or violation of an express provision of this Agreement.

Section 2. Representation. Grievances may be filed and processed by the employee or Labor Council on behalf of an employee or group of employees. The Labor Council may have one grievant present at Step 1 of the grievance procedure and, upon request, the grievant is entitled to Labor Council representation at Step 1 of the grievance procedure.

Section 3. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance (or the Labor Council, if a Labor Council grievance) shall submit the grievance in writing (on the form attached hereto as Appendix C) to the Police Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

The Police Chief or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within ten (10) calendar days with the grievant and an authorized representative of the Union, if requested by the employee grievant. If no settlement of the grievance is reached, the Police Chief, or his designee, shall provide a written answer to the grievant and the Union

Section 4. Arbitration. If the grievance is not settled in Step 1 and the Union wishes to appeal the grievance from Step 1 of the grievance procedure, the Union may refer the grievance

to arbitration, as described below, within twenty (20) calendar days of receipt of the City's written answer to the Union at Step 1 or within twenty (20) calendar days of the date the Step 1 answer was due:

- (a) The Union and City shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) calendar day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who shall be members of the National Academy of Arbitrators from Illinois or Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process shall be repeated. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his selection by a joint letter and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.
- (c) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his decision in writing within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if requested by the arbitrator or agreed to by the parties, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, including employee witnesses.

Section 5. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator

shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, applicable laws, rules and regulations of administrative bodies and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 6. Time Limit for Filing. No grievances shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

Unless otherwise agreed in writing, if a grievance is not presented within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee shall treat the grievance as denied at the step and may immediately appeal the grievance to the next step.

The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 7. Time Off. No time spent on grievance matters shall be considered time worked for compensation purposes, except as otherwise provided in this Agreement.

Section 8. Bypassing Steps. The parties may, by mutual agreement in writing, agree to bypass one or more steps of the grievance procedure.

ARTICLE 9
SENIORITY

Section 1. Definition of Seniority. Seniority shall be determined by an employee's continuous full-time service in the rank of peace officer with the City of South Beloit Police Department, calculated from the most recent date of hire with the City, less adjustments for layoffs, suspensions and approved leaves of absence without pay of thirty (30) consecutive days or more, unless otherwise required by state or federal law. In the event that two (2) or more officers have the same seniority date, seniority shall be determined by the officers' placement on the Board of Fire and Police Commissioners' eligibility list.

Section 2. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires;
- (d) fails to report for work immediately after the conclusion of an authorized leave of absence, unless the failure to report is due to extenuating circumstances beyond the control of the employee;
- (e) is laid off and fails to notify the Police Chief or his designee of his intent to return to work within five (5) business days after receiving notification of recall or fails to report to work within ten (10) business days after receiving notification of recall;
- (f) is laid off for a period in excess of fifteen (15) months;
- (g) is absent for three (3) or more consecutive working days without notifying the Police Chief or his designee.

Section 3. Seniority List. As soon as practicable after the effective date of this Agreement, the City will prepare, post and forward to the Labor Council a list showing the name, rank and hiring date of each employee in the bargaining unit. Within thirty (30) calendar days

after the date of posting, an employee must notify the City of any alleged errors in the list or it will be considered binding on the employee and Union. This list shall resolve all questions of seniority effecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Thereafter, on or before January 1st each year the City will post and provide the Labor Council with a revised seniority list setting forth each employee's seniority date. After each posting, an employee must notify the City of any alleged errors within thirty (30) calendar days or the list will be considered binding on the employee and the Union. Disputes as to seniority listing shall be resolved through the grievance procedure.

ARTICLE 10 **PROBATIONARY PERIOD**

Section 1. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees for a probationary period of eighteen (18) months of employment. During an employee's probationary period, the employee is entitled to all rights, privileges and benefits provided for in this Agreement, except as otherwise provided in this Agreement and except that the probationary employee may be disciplined, laid off, or terminated at the sole discretion of the City. No grievance or review by the Board of Fire and Police Commissioners shall be presented or entertained in connection with the discipline, layoff or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the City in the rank of patrol officer.

ARTICLE 11
LAYOFF AND RECALL

Section 1. Layoff. The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, after probationary employees are either laid off or terminated, at the discretion of the City, employees covered by this Agreement will be laid off as provided in 65 ILCS 5/10-2.1-18. Employees shall be notified in writing at least twenty-one (21) days in advance of the effective date of such layoffs.

Section 2. Recall. Non-probationary employees who are laid off shall be placed on a recall list for a period of fifteen (15) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Labor Council, provided that the employee must notify the Police Chief within five (5) business days of his intention to return to work within fourteen (14) calendar days (unbusiness days) after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 3. Effects of Layoff. During the term of this Agreement, if the City exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the health insurance offered by the City by paying, in advance, the full applicable monthly premium for individual or family insurance coverage. If an employee opts to maintain medical insurance under this Section, then such employee shall be permitted to continue the

insurance coverage for a period of up to eighteen (18) months from the date of layoff. Employee rights and benefits under this Section are subject to the terms and conditions of the applicable insurance policy or plan.

ARTICLE 12 **LEAVES OF ABSENCE**

Section 1. Family and Medical Leave. The parties agree that the City may adopt policies to implement the Family and Medical Leave Act and regulations promulgated thereunder in accordance with what is legally permissible under the Act.

Section 2. Unauthorized Absence. Any unauthorized absence from work during assigned work hours shall be grounds for disciplinary action. An absence of three (3) or more consecutive work days without notification by an employee to his immediate non-bargaining unit supervisor shall be considered an abandonment of position and shall result in the automatic termination of the employment relationship, except when there are extraordinary circumstances beyond the control of the employee, acceptable to the Police Chief.

Section 3. Non-employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere, including self-employment, during any leave of absence, without prior written approval of the Chief of Police, may be terminated by the City.

Section 4. Unpaid Discretionary Leave. The City, at its discretion, may grant an unpaid leave of absence of up to one (1) month under this Article to any bargaining unit employee where the City determines there is good and sufficient reason.

Section 5. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Chief of Police or his/her designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate

length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the City and it shall be in writing.

Section 6. Benefits While on Leave.

- (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay status of thirty (30) calendar days or more.
- (b) Upon return from an approved leave of absence, except as otherwise required by law, the employee will be restored to his former position or an equivalent position, if a vacancy exists. If the employee would have been eligible for layoff according to his seniority, except for his leave, he shall go directly on layoff.
- (c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire portion of the insurance premium involved, except as otherwise provided by law.

ARTICLE 13
ADDITIONAL LEAVES OF ABSENCE

Section 1. Military Leave. Military leave shall be granted in accordance with applicable law, as it may from time to time be amended. An employee must provide notice and a copy of his military orders to the City immediately upon receipt in order to receive military pay.

Section 2. Jury Duty Leave. Any employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury duty and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he appeared and served as a juror. The employee shall remit any jury duty fees to the City in order to receive pay for such jury duty. An employee may retain, however, any jury duty funds specifically designated as reimbursement for travel expenses. An employee shall return to work when not actually appearing or serving as a juror and immediately upon release from jury duty,

unless otherwise approved by the Police Chief. An employee will not be required to use benefit time for jury duty and benefits will continue to accumulate during leave for jury duty.

Section 3. Bereavement Leave. In the event of the death of a member of the immediate family, an employee shall, if requested, be granted leave without loss of regular straight time pay for three (3) working days as bereavement leave if the employee attends the service and/or attend to a legitimate need occasioned by the death. For purposes of this section, the immediate family shall be defined as spouse, domestic partner, children (including adopted and foster), children of spouse, parents of employee or spouse (including step), and brothers or sisters. In the event of the death of the grandparents of employee or spouse; grandchildren of employee or spouse; or brother/sister of spouse, the employee shall, if requested, be granted leave without loss at regular straight time pay for one scheduled working day if the employee attends the service and/or attend to a legitimate need occasioned by the death. Additional days off are subject to the prior approval of the Police Chief or his designee and shall be deducted from the employee's vacation or personal time. An employee may be required to provide satisfactory evidence of the death of a member of the immediate family if there is reason to believe abuse of this leave has occurred.

Section 4. Maternity Leave. If a pregnant employee requests a temporary transfer to a less strenuous or hazardous position for the duration of the member's pregnancy, the Employer may grant such request provided such work is available. A physician's certification denoting the need for said transfer must be supplied by the employee upon request of the Employer.

ARTICLE 14
VACATIONS

Section 1. Eligibility. The amount of vacation time that an employee is eligible to receive shall be based upon the successful completion of continuous years of service in a position covered by this Agreement in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Monthly Hours Earned</u>	<u>Total Hours of Vacation per Year</u>
Hire date thru 1 year	3.5	42
Completion of one year of continuous service	7	84
Completion of 7 years of continuous service	10.5	126
Completion of 15 years of continuous service	14	168
Completion of 25 years of continuous service	17.5	210

The employee vacation accrual shall be adjusted to the next vacation step once they have completed one (1), seven (7), fifteen (15), and twenty-five (25) years of service. As an example, an employee hired on January 1, 2024, shall be eligible for the next vacation step on the following dates: January 1, 2025, January 1, 2031, January 1, 2039, and January 1, 2049.

A new employee may only use vacation after completing six (6) months of continuous service.

Section 2. Vacation Eligibility. Vacation shall not accumulate during any period when the employee is on layoff, suspension or approved leave of absence without pay for thirty (30) consecutive days or more. If the employee remains on the payroll but is receiving compensation for an illness or injury via sick leave or for a work-related injury, the employee shall not earn vacation leave after the first twelve (12) months.

Section 3. Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification at the time of the employee's vacation.

Section 4. Vacation Scheduling. Employees desiring vacation leave shall submit their requests in writing on the form provided and in accordance with the procedure established by the Police Department.

Vacations shall be scheduled insofar as practical at times desired by each employee, with a determination of preference during the advance selection period being made on the basis of the employee's seniority as defined in this Agreement. Initial vacation requests shall be submitted no later than December 1st of the preceding year for selection of vacations to be taken during the following calendar year. The vacation schedule shall be posted no later than December 31st of the preceding year. Vacation requests submitted on or after January 1st, will be granted on a first-come first-serve basis. Vacation days requested after December 1st should generally be taken in four (4) hour increments but may be taken in a minimum of one hour increments as long as manpower and operational needs are met via regular manpower. Vacations must be approved in advance by the Police Chief or his designee.

It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved to the Police Chief or his designee in order to ensure the orderly performance of the services provided the City. Vacation shall be used for FMLA covered events consistent with the City's FMLA Policy.

Section 5. Limitation on Accumulation/Payment of Vacation. Vacation should be taken in the calendar year received but employees may carry a maximum of one year plus five

(5) days of unused vacation. During January of any calendar year, an employee may request to be paid for a maximum of 42 hours of vacation. Said payment shall be made and vacation delivered within 30 days of said request.

Section 6. Pay Upon Termination. Employees shall receive compensation for all earned but unused vacation as of the employee's date of termination.

Section 7. Vacation Cancellation. In the case of an emergency, the Police Chief may cancel and reschedule any or all approved vacation in advance of its being taken. The Chief of Police may approve an employee's request to cancel vacation previously approved.

ARTICLE 15 **HOLIDAYS**

Section 1. Designation of Holidays. The following days shall be considered holidays during the term of this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Fourth of July	New Year's Eve Day

Section 2. Eligibility. In order to receive a paid holiday or holiday pay pursuant to Section 3, an employee must work the last scheduled work day preceding the holiday, first scheduled work day following the holiday, and the actual holiday (if scheduled) or be pre-approved for paid leave time on those days.

Section 3. Paid Holiday or Holiday Pay. Employees covered by this Agreement shall receive eight and four-tenths (8.4) hours holiday pay for all of the designated holidays in Section 1 of this Article.

When an employee's regular work day falls on the actual day of a holiday, the employee shall receive one and one-half (1 1/2) times the employee's straight time hourly rate of pay for all hours worked in addition to holiday pay, as provided for above. When an employee is called in from his/her regular day off on the actual day of a holiday the employee shall be paid at an overtime rate of time and one-half (1 1/2) times their regular straight time hourly rate of pay for all hours worked, in addition to Holiday pay.

The holiday shall be defined as beginning twelve (12) midnight (0000 hours) the day of the holiday and ending at 11:59 p.m. (2359 hours) the same day.

ARTICLE 16 **SICK LEAVE**

Section 1. Allowance. An employee, who has completed one (1) full month of continuous service, shall accrue eight and four tenths (8.4) hours of sick leave for each completed month of service, provided that the number of accumulated sick leave hours shall not exceed six hundred forty (640) hours at any one time. Sick leave shall be allowed only for non-work-related personal illness, injury or disability which renders the employees unable to perform the duties of his position. Sick leave shall be used for FMLA covered events consistent with the City's FMLA Policy.

Section 2. Sick Leave Notification. In the event an employee is unable to work due to illness, injury or disability as provided above or due to a death in the immediate family pursuant to Article XIII, Section 3, the employee must notify his immediate supervisor of his absence and the nature of the illness/injury or death, at the earliest possible time, but in the event of illness/injury no later than ninety (90) minutes prior to the start of his scheduled shift. The failure to provide such notification shall result in the employee being off without pay and may

subject the employee to discipline as well. The employee must submit a request for sick leave pay as soon as possible upon his return to work, but no later than the first working day following the absence. The request must be made on the form provided by the City and all questions must be answered fully. The claim for sick leave pay must be approved by the immediate supervisor.

Section 3. Medical Examination. A doctor's statement (verifying the nature of the illness/injury, that the employee was examined by the physician and that the employee was unable to perform the duties of the position) shall be provided for any use of sick leave of three (3) or more consecutive days at a date and time directed by the Police Chief or his designee, unless specifically excused by the Police Chief or his designee. If the employee does not supply such satisfactory statement/documentation, the request for sick leave may be denied and the time off may be without pay. The employee may also be subject to discipline for failing to supply the statement/documentation. The employee must also provide a satisfactory doctor's statement to the City verifying his fitness for duty prior to being allowed to return to work.

Section 4. Abuse of Sick Leave. If an employee is suspected of abuse, or if the employee has frequent, prolonged, repeated, or a pattern of absences, the City reserves the right to take corrective action, including, but not limited to, requiring the employee to provide a physician's statement (verifying the nature of the illness, that the employee was examined by the physician, and that the employee was unable to perform the duties of the position), disapproving the sick leave usage, medical consultations (with a City designated physician, at City expense), and counseling and discipline, up to and including discharge.

Section 5. Sick Leave Utilization. Sick leave shall be utilized in no less than one (1) hour increments.

Section 6. Sick Leave Accrual. An employee shall not be eligible to earn sick leave during any period that an employee is off on sick leave, layoff, suspension or approved leave of absence without pay for thirty (30) consecutive days. If the employee remains on the active payroll and is receiving compensation for an illness or injury via sick leave or for a work-related injury, the employee shall not continue to earn sick leave after the first twelve (12) months.

Section 7. Payment for Medical Examinations. All charges for medical examinations and physician statements shall be at the employee's expense, to the extent not covered by insurance, except as specifically provided otherwise in this Agreement or if the Employer requests the employee to see a doctor of its choosing.

Section 8. Sick Leave Incentive. If an employee, who has accumulated 126 hours (15 days) of sick leave and maintained the 126 hours (15 days) balance for one fiscal year, uses no sick leave during the following fiscal year, the employee shall receive 8.4 hours of pay.

Section 9. Sick Leave Career Buy-Back. An employee who has accumulated 504 hours of sick leave, shall be compensated at retirement for 126 hours said sick leave at the employee's regular straight time hourly rate of pay. Retirement shall be defined as a minimum of 50 years of age and 20 years of service.

ARTICLE 17 **PERSONAL DAY**

Each employee covered by this Agreement who is employed on or before December 31 shall be granted 24 hours of personal time for use during the following calendar year. Such personal time must be requested and used in six-hour increments and pre-approved by the Police Chief or his designee.

ARTICLE 18
WAGES

Section 1. Wage Schedule. Employees shall be compensated in accordance with the annual wage schedule attached to this Agreement and as described in Section 2 below.

Section 2. Wage Increases/Step Movement. During the term of this Agreement, employees shall be compensated in accordance with the following salary schedule set forth in Appendix A.

An employee eligible for a step increase in accordance with the annual wage schedule set forth in Appendix A shall receive the step increase on his anniversary date of employment.

Section 3. Payroll Checks. Payroll checks shall be ready and issued by 0600 hours on Friday of any payroll week.

Section 4. Officer in Charge (O.I.C.). When an employee is assigned by the employer as Officer in Charge (O.I.C.) he or she shall be paid O.I.C. pay in the amount of two (2) additional hours of pay at time and one-half (1 ½) their regular rate of pay for each full day (consisting of more than one-half (1/2) of the officer's shift). An officer who serves for one-half (1/2) of the shift or less shall receive (1) additional hour of pay at time and one-half (1 ½) their regular rate of pay for such duties and responsibilities. This shall also apply to the senior officer in charge of a shift (when an acting sergeant or acting supervisor is absent). No O.I.C. shall be appointed or assigned by the employer except in the absence from duty of an assigned supervisor. In order for an employee to be considered an O.I.C., an employee must have had O.I.C. training and must have been a police officer for the City of South Beloit for at least three (3) years. Nothing in this Section shall be interpreted as requiring the Chief of Police to designate an O.I.C. or to have one actively present on shift regardless of the absence from duty of an assigned duty supervisor.

Section 5. Field Training Officer (F.T.O.) Officers serving in the capacity of a Field Training Officer (F.T.O.) shall be compensated an additional one and one half (1.5) hours of pay at the straight time rate of pay for each shift serving as a Field Training Officer (F.T.O.).

Section 6. Specialty Position Stipends. All employees that are assigned and serve as an Evidence Custodian, ALICE Coordinator, Armorer, Defensive Tactics Instructor, Taser Instructor, Firearms Instructor, Crime Scene Technician, or Tobacco Compliance Coordinator shall receive an annual stipend of \$500.00. No employee may collect more than three (3) stipends per year and no more than two employees shall be assigned to each position.

Section 7. Longevity Pay. Each year, employees shall receive longevity pay based on his/her years of service since his last date of hire as a full-time employee of the Police Department in accordance with the following schedule:

(20) years of completed service	3% of base wage
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Section 8. Shift Differential. The Employer will pay each patrol shift employee whose shift starts at or after 6:00 p.m. (1800 hours) a \$0.50 per hour premium for all hours worked on said shift in addition to their normal hourly base rate pay. This shift premium shall only be paid to those employees whose shift starts at or after 6:00 p.m. as opposed to those employees that may have otherwise been held over from the day shift.

ARTICLE 19 **INSURANCE**

Section 1. Medical Insurance Coverage. The city shall provide health insurance, dental (including orthodontics), vision and prescription coverage to the employee and their dependents, subject to the following. The City shall retain the right to change insurance carriers

provided the coverage and benefits remain substantially similar. The cost of the coverage chosen by the employee is set forth below.

Section 2. Medical Insurance Premium Costs. Employees covered by this Agreement shall pay the same insurance premiums for the applicable coverage as the non-represented employees of the City; provided, however, the premium contributions shall not exceed the following during the term of the Agreement:

<u>HMO</u>	
Single	15% of premium
Single +1	15% of premium
Family	15% of premium

Employees selecting PPO coverage shall pay the additional cost of the applicable PPO coverage selected in addition to any premium for the HMO coverage.

Section 3. Cost Containment. The City reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preadmission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for designated surgical procedures.

Section 4. Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with

the terms and conditions in said policy and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 5. Term Life Insurance. Each employee covered by this Agreement shall be provided with the same term life and AD&D insurance coverage as other City employees generally. The City retains the right to change and/or self-insure this benefit.

Section 6. Insurance Changes. The Parties shall establish and maintain a Joint Labor/Management Committee on the City's Group Insurance benefits. The Bargaining Unit may select two (2) employee representatives to participate on this committee with representatives of the City and other represented and/or non-represented groups, for the purposes of studying insurance coverage options, making recommendations for cost-saving revisions to existing coverages, provision of new or replacement benefits and the like. The Committee will also review any problems brought forward to the Committee by employees about claims administration of the benefit plans. The City shall notify the Labor Council of any proposed changes to health insurance benefits and coverage as soon as the City is made aware of them.

Section 7. Inoculation. The Employer agrees to pay reasonable expenses for inoculation or immunization shots for an officer and members of the officer's household when the City determines it is necessary as a result of the officer's exposure to contagious diseases in the line of duty, or as recommended by the Illinois Department of Public Health, if such expenses are not covered by worker's compensation (for the officer) or health insurance (for the household members).

ARTICLE 20 **UNIFORMS**

Section 1. Uniforms. The Police Chief or his designee shall have the right to establish the type, style and color of uniforms and the equipment to be used by officers, which may be

changed from time to time (at no cost to the employee), as well as the rules and regulations concerning the use, wear and replacement of uniforms and equipment.

The City shall provide each officer with an initial issue of all required uniform apparel and equipment and shall replace said apparel and equipment, on an as-needed basis, as determined by the Police Chief or his designee. The employer shall establish standards and procedures for the issuance of such uniforms and equipment. An employee required to wear a uniform shall be responsible for cleaning and care of uniforms and equipment, and for keeping uniforms in neat and serviceable condition. Uniforms damaged in the line of duty shall be replaced.

Section 2. Ballistic Protection Vests. The City shall provide each officer with a ballistic protection vest (Level 3A or better). Such vest shall comply with the standards as set forth by the National Institute of Justice (NIJ) for such vests. The City shall replace the vests at the City's expense as provided by NIJ standards. Vests shall be worn at all times while on duty in uniform, except as authorized by the Police Chief.

ARTICLE 21 **MISCELLANEOUS**

Section 1. Damage to Personal Equipment. The Employer agrees to reimburse for repair or replacement of an employee's eyeglasses, contact lenses, prescription sunglasses, and watches (up to a value of one hundred dollars (\$150.00) for prescription glasses (eye or sun) or contact lenses and up to fifty dollars (\$50.00) for watches) damaged on duty when the damage is not the fault of the employee. In order to be considered for reimbursement, proof of damage on duty, value of the damaged items and repair or reimbursement cost must be provided by the employee in written form to the Chief prior to replacement or repair. Additionally, to receive reimbursement for repair or replacement, a receipt must be provided.

Section 2. Fitness Examination. If, the City has reason to question an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the City may require, at its expense, that the employee have a physical and/or psychological examination by a qualified and licensed medical professional (e.g., physician(s), psychiatrist, psychologist) selected by the City. Prior to being sent for a fitness examination, the officer shall be notified in writing of the reasons. The Police Chief may subsequently require an employee to conform to the physician(s) recommendations as a condition of continued employment. If a physician(s) selected by the City shall determine that an employee is unfit to perform the duties of his position, the Police Chief may, at his discretion, place the employee first on sick leave followed by other paid benefit time or an unpaid leave of absence referred to elsewhere in this Agreement, if the employee has exhausted all of his sick leave and other benefit time.

Section 3. Light Duty. The City may require an employee who is receiving workers' compensation benefits, to return to work in an available light duty assignment that the employee is qualified to perform, provided that the City's physician(s) has determined that the employee is able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury/condition and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within ninety (90) days. The terms and conditions of the light duty assignment shall be determined by the Police Chief or his designee. An employee who is utilizing sick leave or on an unpaid leave of absence may request light duty. Provided, however, light duty under such circumstances will be at the sole discretion of the Chief but if granted, shall be in accordance with the provisions set forth herein. It is agreed that a light duty assignment need not necessarily be confined to the City Police Department. Provided, however, an employee assigned to light duty will receive his regular rate

of pay for all hours worked and all benefits under this Agreement which may be prorated when light duty is scheduled on a less than full-time basis. Generally, a light duty assignment under this Section shall not exceed ninety (90) days. The City reserves the right to terminate any light duty assignment at an earlier time if the City's physician(s) determines that an employee is capable of returning to his normal job duties.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within ninety (90) days, the City retains the right to terminate the employee's light duty assignment.

Nothing herein shall be construed to require the City to create or maintain a light duty assignment for an employee. Employees will only be assigned light duty assignments when the City determines that the need exists and only as long as such need exists.

Section 4. Policies and Rules and Regulations. Employees shall be governed by the noneconomic portions of the City of South Beloit Employee Handbook, personnel policies of the City of South Beloit and the Police Department Rules and Regulations as they may from time to time be amended. The City will provide employees with a copy of any new or changed policy, rule or regulation.

Section 5. Alcohol and Substance Testing. Employees shall comply with the provisions of the Alcohol and Substance Abuse Policy incorporated into and made a part of this Agreement. A copy of the policy is attached hereto as Appendix E.

Section 6. Physical Fitness Goal. In order to maintain efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the City may, beginning after April 1, 2010, establish as a physical fitness goal for full-time sworn officers the State of Illinois Power Test. The standards shall be those established for the Power Test. Officers are

required to make a good-faith effort to meet this goal. Officers who fail to pass any portion of the Test shall not be subject to any discipline as long as they put forth a good faith effort to pass the Test.

An officer shall receive at least thirty (30) days' notice of the Power Test each year. An officer will be compensated at the appropriate hourly rate in accordance with Article V, Section 5 for all hours actually participating in the Power Test.

Section 7. No Smoking. No person shall smoke or possess a lighted cigarette, cigar, pipe, or any other form of tobacco or similar substance used for smoking in any city-owned building or vehicle.

Section 8. Outside Employment. Secondary employment must be reviewed and approved by the Chief of Police prior to the commencement of such secondary employment. Secondary employment may be permitted where the Chief determines that such employment will not (1) interfere with or have an adverse impact upon the operations or image of the department or officer; (2) will not involve the use of City property, equipment, time or supplies, unless otherwise approved by the Police Chief; (3) will not result in a conflict of interest; and (4) involve the actual, anticipated or appearance of the use of law enforcement powers. Officers will not be permitted to engage in secondary employment activities including but not limited to employment activities in such enterprises as taverns, institutions where one of the functions is to serve liquor, and adult entertainment facilities. Requests for secondary employment shall be approved or denied based upon the above criteria within a reasonable time.

Section 9. Precedence of Agreement. If there is any conflict between the provisions of this Agreement and the provisions of any City ordinance or Policy or Police Department

General Order, or Rule or Regulations which may be in effect from time to time, the specific terms of this Agreement shall take precedence.

Section 10. Safety. The City agrees to take reasonable measures for the safety and protection of employees during their work hours in the performance of their duty and employees agree to follow all safety rules, regulations and directives of the City.

Section 11. Indemnification. The City agrees to provide legal representation and indemnification in civil actions brought against an employee arising out of the performance of duty as required by state law. To receive such representation and indemnification, the employee must notify the Chief as soon as the employee becomes aware of the civil action and cooperate with the City during the course of the investigation, administration and litigation of such claim/cause of action.

Section 12. Impasse Resolution. The resolution of any bargaining impasse shall be in accordance with the impasse resolution provisions of the Illinois Public Labor Relations Act, as they may from time to time be amended.

Section 13. Personnel Files. The City shall comply with the Personnel Records Review Act as it may from time to time be amended, including the inspection provisions contained therein.

Section 14. Pre-Hire Agreement. As a condition of continued employment, a new officer will execute and comply with the City's Police Training Reimbursement Agreement, attached as Appendix F.

ARTICLE 22 **DISCIPLINE**

Section 1. Pre-Deprivation Meeting. Before an employee is suspended or discharged, the City shall provide such employee with:

- (a) Notice of the contemplated charges; and
- (b) An opportunity to respond to such charges.

In the event that the employee chooses to be heard on the pending charges, he shall be permitted to have a Labor Council representative present.

Section 2. Representation. At the employee's request, a Union representative shall be allowed to attend an investigatory interview that the employee reasonably believes will lead to disciplinary action. The interview may be reasonably delayed to allow a Union representative to attend.

Section 3. Notification of Discipline. A copy of any disciplinary action placed in the employee's personnel file shall be forwarded to the employee within seven (7) calendar days of being placed in said file.

Section 4. Personal Assets. No employee shall be required or requested to disclose any item of his property, income, assets, source of income, assets, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in investigating a possible conflict of interest with respect to the performance of his/her official duties, in an internal investigation with regards to the employee's assets, or as required by federal, state or county law or grand jury.

Section 5. Just Cause. No employee covered by this Agreement shall be suspended or discharged from employment without just cause.

Section 6. Forum for Discipline. Except as expressly stated in this Article, employees shall have all rights as set forth in 65 ILCS 5/10-2, 1-17, to have their discipline cases reviewed by the Board of Fire and Police commissioners. Employees shall have the alternative right to file grievances on their discipline cases. The grievance procedure and the hearing process

by the Board of Fire and Police commissioners are mutually exclusive and no relief shall be available under the grievance procedure for any action heard before the Board of Fire and Police commissioners. Furthermore, the filing of a grievance involving employee discipline shall act as a waiver by the Council and the employee involved of the right to challenge the same matter before the Board of Fire and Police commissioners. In addition, employee initially seeking review by the Board of Fire and Police commissioners may not subsequently elect to file a grievance.

A hearing before an arbitrator selected under the procedures of this collective bargaining agreement shall be conducted in the same manner as an arbitration proceeding provided by this collective bargaining agreement.

Section 7. Divestiture of Jurisdiction of Board of Fire and Police Commissioners.

The parties agree that the Board of Fire and Police Commissioners is divested of jurisdiction over investigations of discipline for sworn police officers covered under this Agreement. Investigation into allegations of misconduct and disciplinary action are the sole responsibility of the Police Chief or his/her designee (or the Public Safety Commissioner or his/her designee if the alleged misconduct is on the part of the Police Chief). As such, only the Police Chief or his/her designee (or the Public Safety Commissioner or his/her designee under the circumstances identified above) may impose discipline or discharge upon such an officer. However, once imposed, the officer may elect to have his/her discipline reviewed through either the grievance and arbitration provisions of this Agreement (subject to approval of the Fraternal Order of Police Labor Council for arbitration) or the Board of Fire and Police Commissioners, but not both. The choice is exclusively that of the officer subject to investigation/discipline. The Board of Fire and Police Commissioners is divested of authority to initiate the convening of or

convene a hearing to consider the imposition of discipline of an officer (or suspension pending a hearing) absent a request for hearing by the affected officer.

Section 8. Investigation of Employee. Although officers are covered by both the Uniform Peace Officers Disciplinary Act, 50 ILCS 725/1 et seq., and Weingarten rights, as set forth in the Illinois Public Labor Relations Act, 5 ILCS 315, et seq., alleged violations are not intended to be subject to the grievance procedure.

Section 9. Document Review. The Labor Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent, in accordance with applicable state and federal law.

ARTICLE 23 **EDUCATION, TRAVEL AND GENERAL**

Section 1. Schools, Seminars and Conferences. Registration fees for required attendance (by the City) at any school, seminar, or conference, shall be paid by the City.

Section 2. Firearms Training or Qualifications. For the purposes of firearms training or firearms qualifications for the City-issued weapons, the City shall provide all ammunition required, to be used for such purposes, at no cost to the officer. For the purposes of firearms training or firearms qualifications for off-duty weapons, the City shall provide ammunition, at no cost to the officer, if the off-duty weapons use the same ammunition as the City-issued weapons.

Section 3. Travel Expense Reimbursement. For meetings and conferences held outside the City, for attendance that has been authorized in advance, employees will receive up to sixty dollars (\$60.00) per diem or per diem per the City's policy, whichever is greater, per day

to cover meals, tips and all other incidental expenses. A travel reimbursement form along with receipts shall be completed within ten (10) days of returning from trip for an amount due the employee, and the employee shall receive the appropriate amount due within two (2) weeks.

Section 4. Training. Employees attending school as training required by the Department or for City business are required to use a City vehicle if one is available. If one is not available, the employee will be compensated for mileage in accordance with the current IRS per mile rate.

ARTICLE 24 **SAVINGS CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. Upon the request of either party, the City and Union shall begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 25 **ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and 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 by this Agreement. Should the Union desire to bargain over the impact of any change, the Union must request such bargaining impact within thirty (30) calendar days of being notified of such change. Upon request of the Union, the City will engage in impact bargaining with the Union. The failure to request bargaining within the thirty (30) day timeframe shall be deemed a waiver of impact bargaining. The parties agree that the City may temporarily implement changes pending the outcome of any impact bargaining properly requested by the Union.

ARTICLE 26
DURATION

Except as stated herein as to Article 18, Sections 1 and 2, "Wage Schedule" and "Wage Increases/Step Movement" respectively, this Agreement shall be effective upon execution and shall remain in full force and effect until 11:59 on the 31st day of December, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than at least one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse proceedings are continuing for a new Agreement or part thereof between the parties.

ILLINOIS FRATERNAL ORDER
OF POLICE LABOR COUNCIL

CITY OF SOUTH BELOIT

[Redacted]

Bargaining Team Member

[Redacted]

Mayor

11-20-24

Dated

11/20/2024

Dated

[Redacted]

Bargaining Team Member

[Redacted]

City Clerk

11/25/2024

Dated

11/20/24

Dated

[Redacted]

Illinois F.O.P. Labor Council

[Redacted]

Chief of Police

11/22/24

Dated

11/21/24

Dated

APPENDIX A
POLICE OFFICER WAGES
WAGE SCHEDULE

	<u>01/01/24</u> <u>12/31/24</u>	<u>01/01/25</u> <u>12/31/25</u>	<u>01/01/26</u> <u>12/31/26</u>	<u>01/01/27</u> <u>12/31/27</u>	<u>01/01/28</u> <u>12/31/28</u>
	Existing Wages	4.00%	4.00%	4.00%	4.00%
Start	55,964.42	60,000.00	62,400.00	64,896.00	67,491.84
After 1 Year	61,819.50	64,292.28	66,863.97	69,538.53	72,320.07
After 2 Years	67,672.21	70,379.10	73,194.26	76,122.03	79,166.91
After 3 Years	70,600.94	73,424.98	76,361.97	79,416.45	82,593.11
After 4 Years	73,526.10	76,467.15	79,525.83	82,706.87	86,015.14
After 5 Years	76,452.46	79,510.55	82,690.98	85,998.61	89,438.56
After 6 Years	79,382.37	82,557.67	85,859.98	89,294.38	92,866.15
After 10 Years	82,305.16	85,597.37	89,021.26	92,582.11	96,285.40
After 15 Years	85,671.30	89,191.75	92,759.42	96,469.80	100,328.59

APPENDIX B
DUES AUTHORIZATION FORM

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

I, (please print name) _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

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

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Cell Phone Number: _____

Personal E-mail: _____

Employment Start Date: _____

Title: _____ Today's Date: _____

Employer, please remit all dues deductions to:

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

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

APPENDIX C - GRIEVANCE FORM
(use additional sheets where necessary)

Lodge/Unit No.: _____ Year: _____ Grievance No.: _____



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)/Section(s) violated: _____, and all applicable Articles.

Briefly state the facts:

Remedy Sought:

_____ and any other appropriate remedies.

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.:	Year:	Grievance No.:
-----------------	-------	----------------

STEP TWO

Reasons for Advancing Grievance:

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date



APPENDIX D

UNIFORMS AND EQUIPMENT

Uniforms & Accessories: (Initial Issues)	
3 Long Sleeve Shirts	3 Short Sleeve Shirts
3 Trousers	1 Necktie
1 Raincoat	1 Tie Tack
2 Name Tags	1 Gun Belt (outer)
2 Set Lapel Pins	1 Gun Holster
1 Pair of Patrol Gloves	4 Belt Keepers
1 Winter Coat	3 Badges
1 Winter Hat	1 Gun Belt (inner)
1 Summer Hat	
Miscellaneous Equipment:	1 Taser and Holster
2 Set Handcuffs	1 ASP
2 Handcuff Case	1 ASP Holder
1 ID Card	1 Pair Boots
12 Patches (shirts)	Ammunition Pouch
4 Patches (coats)	Regular issue of ammunition
Weapon	1 Flashlight and Flashlight Holder

APPENDIX E

ALCOHOL AND SUBSTANCE ABUSE POLICY

SECTION 1 - 1 .

- A. The City of South Beloit recognizes that drug and alcohol abuse are pervasive in our society. The City further recognizes that the workplace is not exempt from the use and abuse of such substances.

- B. The use and misuse of alcohol and drugs by the City of South Beloit's employees is contrary to a drug free workforce and workplace. The use of these substances increases the potential for accidents, absenteeism, substandard performance, turnover, misconduct, poor employee morale, damage to property, injury to the public and/or other employees, or degradation of trust in the City to service its citizens effectively. Therefore, the following Alcohol and Substance Abuse Policy is adopted.

SECTION 1-2.

- A. All employees of the City of South Beloit shall be governed by the principles of a drug free workforce and workplace, and
 - 1. Shall not be under the influence of alcohol, illegal drugs or other dangerous substances while on duty, performing their assigned duties or while "on-call" for duty;
 - 2. Shall not use, distribute, sell, or possess illegal drugs;
 - 3. Shall not use alcohol or other dangerous substances during working hours, during breaks or meal periods, when scheduled to return to work or when subject to being called to work;
 - 4. Shall not possess, store or transport alcohol or illegal drugs while on City premises, at City work locations or in City vehicles or equipment;
 - 5. Shall not sell, distribute, dispense or transfer alcohol, illegal drugs or prescription drugs and medications to any other employee or to any person while on duty or acting in an official capacity.
 - 6. Shall inform the Police Chief of any drugs (prescription or over the counter) that may impact the performance of duty.

Nothing contained herein shall preclude an officer from consuming alcoholic beverages while in the performance of duty under proper and specific orders from a superior provided that the officer's ability to perform the assignment or function is not impaired.

- B. All employees are governed by these requirements and should be aware that violations will result in disciplinary action up to and including termination. Nothing in this policy shall be considered as limiting the City's right to take administrative or disciplinary action, up

to and including termination, for involvement with illegal drugs or alcohol not specifically addressed in this policy.

SECTION 1-3. DRUG AND ALCOHOL TESTING

- A. Because, of the City's concern for its obligation to provide a safe work place and to provide its citizens with the most efficient and effective services, it will test applicants and employees under the following circumstances:
1. Pre-Employment: All applicants to whom an offer of employment has been extended shall be tested for alcohol and illegal drugs. The offer of employment will be revoked for any applicant who tests positive for alcohol or illegal drugs.
 2. Promotion to a Higher Classification: The City will test any employee being promoted to a higher Classification. Any such employee who tests positive will become ineligible for the promotion and will be subject to disciplinary action, including termination.
 3. Reasonable Suspicion: If the City has reasonable suspicion that an employee has violated any provision of this policy pertaining to illegal drugs, alcohol, or other dangerous substances, the employee shall be required to submit to testing. Reasonable suspicion is defined in the "Definitions" section of this policy.
 4. Special Circumstances: An employee may also be tested for drugs, alcohol or other dangerous substances:
 - a. as part of a regularly scheduled physical examination;
 - b. when an officer has been involved in a major incident, such as a shooting, an injury to a citizen or co-worker, or a complaint alleging use of excessive force; or
 - c. when an officer is assigned to a departmental or outside drug enforcement group or when an employee is assigned primarily to drug enforcement responsibilities.
 5. Post-Accidents: All employees who may have contributed to a work-related accident or injury are directly or indirectly involved in an accident or injury shall be tested. This applies to any accident whether it involves a vehicle, equipment, or personal injury.
- B. Employees who violate the alcohol or drug regulations must submit to unannounced follow-up tests after they return to work. In the first 12 months after returning, an employee must take at least six tests. Follow-up testing may be extended for up to 48 months following return to duty.

SECTION 1-4. TESTING PROCEDURES

- A. While the City reserves the right to establish the procedures under which employees will be tested for alcohol and illegal drugs, to the extent circumstances permit, the City will observe the following:
1. Every effort will be made to respect the privacy and dignity of employees in the test sample collection process.
 2. Will use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, that has been or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA) and ensure that the laboratory/facility conforms to applicable SAMHSA standards. The name and address of the facility will be available to employees upon request.
 3. Ensure that the facility has established "chain of custody" procedures for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
 4. Positive drug test results are subject to a second confirmatory test of the same sample by gas chromatography (GCMS) or an equivalent scientifically accurate and accepted method that provides quantitative data about any detected drug or drug metabolites and Medical Review Officer review.
 5. The Police Chief will receive drug and alcohol test results.
 6. Drug and alcohol test result will be filed in the employee's medical file and will be treated as a confidential medical record. Supervisors or managers may be informed of drug testing results and/or employee's participation in a substance abuse rehabilitation program as such information relates to the employee's performance of work duties and/or reasonable accommodation issues.
 7. Provide each employee tested with a copy of all information and reports received in connection with the testing and the results.

SECTION 1.5. DISCIPLINE

- A. Positive Test Results: Where the employee tests positive on both the initial and confirmatory tests for drugs, alcohol or other dangerous substances, the employee shall be subject to disciplinary action up to and including discharge and/or be required to complete a drug/alcohol rehabilitative treatment program at the employee's expense, to the extent not covered by insurance. An employee who wishes to have a second test done at the testing facility or at a different testing facility may do so at his/her expense.
- B. Refusal to Provide a Blood, Breath, or urine Specimen: An employee's refusal to provide a urine, breath and/or blood specimen for laboratory testing when requested by the City shall constitute cause for disciplinary action, up to and including discharge of the employee. If

the employee is physically unable to provide a urine specimen, the City may request a blood specimen for Laboratory testing.

- C. Tampering With or Substitution of a Specimen: Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or another employee's specimen, shall constitute cause for disciplinary action up to and including discharge of the employee who engages in such activity.
- D. Drug-Related Conviction: The conviction of an employee for any offense involving illegal possession, sale, use or distribution of a drug shall constitute cause for disciplinary action up to and including discharge, whether or not such offense occurred during normal work hours. Such arrests and convictions must be reported to the employee's supervisor within twenty-four (24) hours of such arrest/conviction.
- E. Alcohol Related Offenses: The conviction of an employee for any alcohol related offense shall also constitute cause for discipline up to and including termination, whether such offense occurred during normal work hours. Such arrest and convictions must be reported to the employee's supervisor within twenty-four (24) hours of such arrest conviction.

SECTION 1-6. EMPLOYEE ASSISTANCE PROGRAM

- A. An employee may desire to come forward on a self-initiated basis to seek help for an alcohol or drug abuse problem and to resolve that problem voluntarily. Employees are encouraged to do so before they are found in violation of this policy. Employees voluntarily seeking assistance for a problem involving illegal drug use or alcohol abuse may avail themselves of this help once during the employee's tenure.
- B. The employee will not be subject to disciplinary action for voluntarily coming forward for help. However, the employee will not escape discipline by requesting such assistance after being requested to take an alcohol and/or drug test or violating City policies and/or rules of conduct. Voluntary requests for help will be kept confidential into the extent practical.

SECTION 1-7. SEARCHES

- A. In order to accomplish the goals of this policy, the City may search employees and inspect their personal property (i.e., locker, work area, vehicles parked on City property (with reasonable suspicion) etc), at the City's discretion.
- B. All searches and inspections will be performed with appropriate regard and concern for the personal privacy of the employee to the extent possible without jeopardizing the investigation. Failure to submit to or cooperate in such a search may result in disciplinary action, including termination.
- C. The City may, under certain circumstances, request the presence of a representative of the appropriate law enforcement agency when conducting a search or inspection.

SECTION 1-8. DEFINITIONS

- A. **Illegal Drug or Drugs:** A drug is any non-prescribed controlled substance that the employee is not authorized to possess or consume by law.
- B. **Alcohol:** Includes any distilled spirits, wine, malt beverage or other intoxicating liquors.
- C. **Drug/Alcohol Test:** Any chemical, biological or physical instrumental analysis administered for the purpose of determining the presence or absence of alcohol or a drug or its metabolites.
- D. **Positive Test Result:**
 - 1. A blood or breath specimen provided by the employee measured an ethyl alcohol concentration of .02 or more; or
 - 2. Urine or blood specimen provided by the employee which detects any amount of a drug.
- E. **Reasonable Suspicion:** Reasonable suspicion shall be defined as an articulate belief based on specific facts and reasonable inferences that the employee is under the influence of drugs or alcohol, is using drugs or alcohol, or is in possession of or selling drugs or alcohol. Circumstances which may constitute a basis for determining reasonable suspicion may include, but are not limited to:
 - 1. A pattern of abnormal or erratic behavior;
 - 2. A noticeable change in work performance;
 - 3. Direct observation of drug or alcohol use;
 - 4. Presence of physical symptoms of drug or alcohol use (glassy or blood shot eyes, slurred speech, poor coordination or the odor of an alcoholic beverage on/or about the person or breath or the employee).

APPENDIX F

POLICE TRAINING REIMBURSEMENT AGREEMENT

**CITY OF SOUTH BELOIT
TRAINING AND REIMBURSEMENT AGREEMENT**

THIS TRAINING AND UNIFORM COST REIMBURSEMENT AGREEMENT ("agreement") is entered into by and between the City of South Beloit Police Department (hereinafter the City") and _____ (the "officer") on this _____ day of _____, 20__.

WHEREAS, the officer was extended a conditional offer of employment and proceeded to meet the requirements and conditions subsequent to such conditional offer of employment; and

WHEREAS, the officer is going to be appointed as a sworn probationary member of the City's Police Department; and

WHEREAS, the City will spend substantial sums of money in regard to the training of, and the provision of uniforms for the officer; and

WHEREAS, the City has, in the past, had police officers leave its force and join other law enforcement agencies during their first several years of employment with the City; and

WHEREAS, said leaving by police officers resulted in the loss of funds expended by the City for training, uniforms, and other supplies utilized to support the officer in his educational, professional, and physical training; and

WHEREAS, it has been determined by the City, acting by and through its Mayor and City Council, that it is in the best interest of the City to require all new police officers to reimburse the City for all training and uniform expenses incurred by the City in the event a police officer terminates his or her employment with the City during the thirty-six (36) months of employment with the City; and

WHEREAS, the officer has agreed that as a condition of his or her employment with the City, he or she will reimburse the City for all costs incurred by the City in regard to educational, professional, and physical training as well as uniform and supplies in the event the officer terminates his or her employment with the City during the first thirty-six (36) months of employment with the City.

NOW, THEREFORE, in consideration of the foregoing, the validity and sufficiency of which consideration is acknowledged by the City and the officer, the parties hereto agree to the following mutual promises and covenants:

1. **Appointment.** Pursuant to the conditional offer of employment by the City dated _____, the City hereby appoints the officer as a police officer for the City, such appointment being effective immediately upon the officer's taking of his or her oath of office on

2. **Continuity as Sworn Officer.** The officer agrees that, unless terminated during the initial probationary period or discharged by the City, said officer shall remain in the employ

of the City as a police officer for at least thirty-six (36) months from the date set forth in Section One above.

3. **Reimbursement Upon Resignation or Other Termination of the Officer.** The officer hereby agrees that, in the event he or she voluntarily terminates his or her employment with the City, during the first thirty-six (36) months of employment with the City, the officer shall reimburse the City in relation to the educational, professional, and physical training of the officer (but excluding the cost of the Field Training Program), the provision of uniforms, and the dedication of materials and supplies to the officer's education and uniform as follows:

Separation	Reimbursement
Year 1	100%
Year 2	80%
Year 3	60%

During the first three (3) years of employment, the City agrees to provide the officer with law enforcement training consisting of either the Police Training Institute of the Basic Law Enforcement Training Course at a training site approved by the Illinois Law Enforcement Training Standards Board, together with a Field Training Program and such other training and equipment in the police field as the department customarily makes available to its full time police officers, or as the department otherwise agrees to provide the officer with the officer's consent; and to pay the applicant a salary during and subsequent to training during the period of employment of the applicant as a full time police officer. The applicant agrees to undertake such training in good faith and to the fullest extent of his or her ability.

4. **Calculation of Debt.** In the event the officer shall owe funds to the City in accordance with the provisions of this Agreement, the City may first deduct from any funds owed to the officer at the time of notice of the officer's termination or resignation, in salary or other benefits due, an amount up to the sum owed to the City. If, after the use of these funds, money is still due from the officer to the City, or if the obligation occurs as a result of a later event, the officer shall pay such funds in twelve (12) equal monthly installments. In the event the officer should fail to pay such funds when due, the officer shall pay to the City interest at a rate of ten percent (10%) per annum on the unpaid balance until such amount is paid in full. In the event that the City should be required to make a claim or demand against the officer or to file suit to collect such unpaid amounts, the officer, as a condition of this Agreement, agrees to pay the full costs of the City, including but not limited to court costs, witness fees, and attorney's fees expended by the City in collection of the unpaid sums.

5. **Effect of Agreement.** It is the agreement and understanding of the parties hereto that all other terms and conditions of employment, which are applicable to the officer's employment with the City, shall remain unchanged by this Agreement.

6. **Limits of Agreement.** IT IS UNDERSTOOD BY THE OFFICER THAT THIS AGREEMENT IN NO WAY GUARANTEES THE OFFICER ANY RIGHT TO CONTINUED EMPLOYMENT WITH THE CITY. IT IS UNDERSTOOD BY THE OFFICER THAT THIS AGREEMENT HAS NO EFFECT ON THE AUTHORITY OF THE CHIEF OF POLICE OR

OTHER CITY OFFICIALS, AS PROVIDED BY LAW, TO INVOKE DISCIPLINARY ACTION AGAINST THE OFFICER.

Dated this _____ day of _____, _____

Witnessed whereof the parties hereto have executed this instrument by their hands and seals on the date and year first above-written.

CITY OF SOUTH BELOIT

OFFICER

By:

Chief of Police

Printed Name: _____

Dated:

Dated: _____

APPENDIX G

LATERAL TRANSFER PROGRAM

Qualifications for Program:

An officer candidate is qualified for to be hired as a lateral transfer under this section if they have completed tests by the Police Training Institute, or other training facility which train police officers under current guidelines set forth by the Illinois laws. A candidate must have been a full time sworn police officer for at least two years prior to interviewing with the City of South Beloit Police Department and shall pass all testing conducted by the City of South Beloit Board of Fire and Police Commissioners. Upon meeting these guidelines, an officer may be made an offer to be paid at a base rate which is higher than the base rate of a new hire with no previous experience.

Lateral Transfer 2- 10 years of experience:

An officer with at least two, but up to ten, years of prior experience shall have a starting pay rate equal to that of a patrolman with the equivalent number of years of experience as set forth in the pay scale established by the then current agreement with the City of South Beloit and Fraternal Order of Police. This officer shall remain at their said entry rate of pay until he/she reaches their first anniversary date with this department. At that time that officer shall be placed into the next year's pay rate and continue from that point on to be paid in accordance with the step schedule in the then current agreement with the City of South Beloit and Fraternal Order of Police.

Lateral Transfer 10+ years of experience:

An officer with ten or more years of experience shall, at the time of their hire, have a starting pay rate equal to that of a 10-year patrolman under the scale by the then current agreement with the City of South Beloit and the Fraternal Order of Police. This officer shall remain at that ten (10) year rate of pay until they reach their anniversary date of their fifth year of employment with the City of South Beloit, at which time they shall move to the appropriate rate of pay for a fifteen (15) year officer and shall continue from that point on to be paid in accordance with the step schedule in the then current agreement with the City of South Beloit and Fraternal Order of Police.

Calculation of Longevity Pay:

For the purposes of eligibility for Longevity Pay, the calculation of years of service completed shall be based only upon the most recent date of hire as a full-time employee of the City of South Beloit Police Department, irrespective of any prior experience used in the calculation of starting pay.

Effect on seniority, vacation, and other preferences or benefits.

The parties agree that the implementation of this section is for base pay purposes only, and does not in any way impact issues such as seniority or seniority preferences, eligibility for promotion or specialty assignments, calculation of vacation pay, or other benefits. Seniority shall be based only on the length of time from the last date of hire beginning continuous full-time employment as a Police Officer for the City, and shall not take into account any prior experience credit used for the calculation of starting pay.

Probationary Period:

Any new patrolman hired under the provisions of this section shall be required to complete the established probationary period pursuant to Article 10 of the Collective Bargaining Agreement, and will be extended the collective bargaining rights and benefits as any other new hire would receive them. This section shall not override any other provision of the existing labor agreement.