

# An Agreement Between

## ILLINOIS FOP LABOR COUNCIL

and

## THE CITY OF SYCAMORE

May 1, 2023 – December 31, 2025

**Sergeants and Patrol Officers**



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FOP Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058  
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## **ARTICLE 1 - AGREEMENT**

This Agreement is made and entered this 1st day of May, 2023 by and between the City of Sycamore, (hereinafter referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council representing the City of Sycamore Police as FOP Lodge No. 133 (hereinafter referred to as the "Labor Council" or "Union" or "Council") on behalf of employees in the collective bargaining unit set forth in Article 2 hereof.

## **ARTICLE 2 - PURPOSE AND RECOGNITION**

### **Section 2.1 Purpose**

It is the intent and purpose of the parties hereto to set forth the Agreement between them for the term hereof concerning rates of pay, wages, hours of employment, and other working conditions to be observed by them and the employees covered hereby. The parties intend thereby to achieve and maintain harmonious relations between the Employer and the Council; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

### **Section 2.2 Recognition**

The Employer hereby recognizes the Council as the sole and exclusive bargaining representative for full-time sworn officers of the rank of Patrolman and Sergeant of the City of Sycamore Police Department, excluding the Police Chief, Lieutenants, and all other employees of the City of Sycamore and all managerial, supervisory, confidential employees excluded by law or the Agreement.

## **ARTICLE 3 – NEW CLASSIFICATIONS**

### **Section 3.1 New Classifications**

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Council agree to jointly petition the State Labor Board to seek the necessary unit classification. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Council may appeal the proposed pay grade to the third step of the grievance procedure. The third step grievance procedure shall determine the reasonableness of the proposed salary grade in relationship to:

- the job context and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;
- like positions with similar job content and responsibilities within the labor market generally;
- significant differences in working conditions in relation to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the decision. If the decision of the third step grievance procedure or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

## **ARTICLE 4 - NO STRIKE**

### **Section 4.1 No Strike Commitment**

Neither the Labor Council nor any employee, member of the Labor Council, or employee covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, any adverse job action, i.e. work slowdown, excessive enforcement activity, excessive sick-leave ("blue flu"), etc., or picket which causes a work stoppage, or other concerted refusal to perform duties by any employee or employee group, or the concerted interference with, in whole or part, the full, faithful and proper performance of the duties of employment with the Employer. Neither the Labor Council nor any employee, member of the Labor Council, or employee covered by this Agreement shall refuse to cross any picket line, by whomever established.

### **Section 4.2 Discipline of Strikers**

The Employer may discharge or otherwise discipline any, some or all employees who violate the provisions of this Article and any, some or all employees who fail to carry out their responsibilities under this Article. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above shall not be considered a violation of this Agreement and shall not be subject to the grievance procedure herein, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance procedure.

### **Section 4.3 Resumption of Operations**

In the event of action prohibited by this Article, the Council immediately shall publicly disavow such action and request the offender to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

### **Section 4.4 Lodge Obligation**

The Labor Council agrees to notify all local employees and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

### **Section 4.5 Legal Action**

Nothing contained herein shall preclude the Employer from seeking and obtaining judicial restraint and damages in the event of a violation of this Article.

## **ARTICLE 5 - PROBATIONARY PERIOD**

The length of the probationary period for a non-laterally hired employee shall be eighteen (18) months from the date of hire, and twelve (12) months from the date of hire for laterally hired employees. During the probationary period new members shall have no seniority rights under this Agreement and may be terminated without recourse to the grievance procedure, but shall be subject to all other provisions of this Agreement. Upon successful completion of the probationary period the original starting date will be the Seniority Date for each employee. All new officers of the Police Department must be certified for basic police training during the first six (6) months of employment.

Upon a promotion, the member shall serve a probationary period of twelve (12) months from the date of promotion. A promoted member may be demoted with cause or by the member's resignation and shall return to prior rank in a non-probationary status with seniority based upon original date of hire for the rank they are returning to.

## **ARTICLE 6 - NON-DISCRIMINATION**

### **Section 6.1 Equal Employment Opportunity**

The Employer will continue to provide equal employment opportunity for all employees covered by the terms of this Agreement, and develop and apply equal employment practices.

### **Section 6.2 Prohibition Against Discrimination**

Both the Employer and the Labor Council agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap or sexual orientation. Complaints of discrimination under this Article shall not be subject to the grievance and arbitration Article of this Labor Agreement but shall be processed through appropriate state or federal agencies and courts.

### **Section 6.3 Council Membership or Activity**

Neither the Employer nor the Council shall interfere with the right of employees covered by this Agreement to become or not become members of the Labor Council, and there shall be no discrimination against any such employees because of lawful Labor Council membership or non-membership activity or status.

### **Section 6.4 Americans with Disabilities Act**

It is agreed that the City has the right to take any actions necessary to be in compliance with the requirements of the Americans with Disabilities Act. Nothing herein is intended to preclude the Labor Council from grieving or arbitrating any City action which, in its view, violates the Agreement and is unnecessary in order to comply with such Act.

## **ARTICLE 7 – LABOR COUNCIL/LODGE ACTIVITY/DUES DEDUCTION**

### **Section 7.1 Lodge Activity**

Neither the Employer nor the Labor Council shall interfere with the right of employees covered by this Agreement to become or not become members of the Labor Council, and there shall be no discrimination against any such employees because of Labor Council membership or non-membership or the exercise of their lawful rights.

### **Section 7.2 Dues Deduction**

The Employer shall deduct from each paycheck and forward to the Fraternal Order of Police Labor Council, at the address provided, a specified amount of Labor Council dues for those employees signing a dues authorization card. The local Lodge and the Fraternal Order of Police Labor Council shall indemnify the Employer and hold it harmless for actions taken in compliance with this Section. The Labor Council shall annually provide to the Employer satisfactory proof of employee dues authorization and the amount of Labor Council dues. Such dues shall be submitted within thirty (30) days after the deductions have been made.

The Employer agrees to provide the Union twice annually (January 31 and July 31) with a listing of employees eligible for membership in the Labor Council denoting hire date, address and phone numbers pursuant to Public Act 94-472 [5 ILCS 315/6 (c)]. The Employer will also notify the Union of new hires within two (2) weeks, in addition to of separations and/or retirements.

The Labor Council shall advise the Employer of any increase in dues in writing at least thirty (30) calendar days prior to its effective date. All employees covered by this Agreement who have signed Union dues check off cards shall be allowed to cancel such dues deduction upon written notice to the Employer.

### **Section 7.3 Non-Membership in the Union**

The parties mutually recognize the constitutional right of all employees to elect not to belong to a union.

All employees covered by this Agreement who are hired on or after the effective date of this Agreement and who have not made application for union membership shall, prior to the thirtieth (30th) day of their hire, be permitted to attend a presentation by the Labor Council concerning the benefits and services received through membership in the union.

The Employer shall not voluntarily release any information of any employee pertaining to membership or non-membership in the Labor Council, unless such release is otherwise required by law. If so required, the union shall be given prior notice of the pending release. In addition, the Employer shall not permit use of its resources or facilities to any outside organization or agency for the purpose of soliciting non-membership in the union.

Any present employee covered by this Agreement who is not a member of the Labor Council, and who for bona fide religious reasons objects to the payment of dues to a union, shall, upon written request, be permitted to pay monthly an amount, not to exceed the amount of Labor Council dues uniformly required of members, to a charitable organization mutually agreed to by the employee

and the Labor Council. In return for such continuing payments, the employee shall be entitled to the full range of services provided by the Labor Council to full members without any additional charge. Such written request may be rescinded in writing at any time.

The Employer shall, with respect to any religious objector on whose behalf the Employer has received a written authorization as provided for above, deduct from the wages of such employee the dues-equivalent financial obligation, including any retroactive amount due and owing, and shall forward said amount to the agreed upon charitable organization on the tenth (10th) day of the month following the month in which the deduction is made.

#### **Section 7.4 Indemnification**

The Labor Council shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability and for all costs arising from any action taken or not taken by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Labor Council shall refund directly to the employee any such amounts.

### **ARTICLE 8 - BULLETIN BOARD SPACE**

The Employer shall provide a bulletin board in the police department for the use of the Labor Council. Such bulletin board shall be provided in the police department squad room.

### **ARTICLE 10 - SENIORITY**

Seniority shall consist of the total continuous, uninterrupted service in the Police Department calculated from the most recent date of hire in the department in any job classification covered by this Agreement. Continuous service shall be broken only by resignation, discharge, or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the (Civil Service) eligibility list. The Employer shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific articles and sections of this Agreement and in other appropriate cases.

If an entry level employee and a lateral certified employee are hired on the same day, the lateral certified employee shall be considered as having more seniority.

### **ARTICLE 11 – LAYOFF AND RECALL**

The Employer agrees to maintain the current level of staffing for the bargaining unit during the terms of this Agreement. The Employer agrees that layoff shall only occur due to the Employer's inability to fund the current level of staffing due to economic reasons beyond the control of the Employer. When there is an impending layoff, the Employer shall inform the Labor Council and affected employee(s) no later than sixty (60) calendar days prior to such layoff. All part-time, auxiliary and probationary employees shall be laid off first. Thereafter, employees shall be laid off in accordance with seniority. The non-probationary employee with the least seniority shall be laid off following all part-time, auxiliary and probationary employees. No employee will be hired to perform those duties normally performed by employees covered by the terms of this Agreement

while any employee is on layoff status. Recall rights shall be retained on the basis of seniority in the Police Department.

Upon recall, the Employer will require full compliance with the certification and fitness standards referenced elsewhere in this Agreement. It shall be the responsibility of the employee laid off to provide the Employer with a current address for purposes of notice of recall. The employee will have no more than fourteen (14) calendar days to notify the Employer of their intent to report for duty following notice of recall. Non-probationary employees on layoff may be paid for any earned but unused vacation days and shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium. Upon recall, the employee shall have restored the amount of accumulated, uncompensated sick leave days that the employee had as of the effective date of the layoff. In addition, upon recall the employee's seniority shall be adjusted by the length of the layoff.

## **ARTICLE 12 - RULES AND REGULATIONS**

The Employer may adopt, change or modify work rules as defined in the Sycamore Police Department Operational Procedures and Standards and the City of Sycamore's Employee Handbook. The Employer agrees to meet and confer with the Labor Council/Lodge during which time the Employer is considering a change or modification to work rules. In the absence of mutual agreement(s) by the Labor Council/Lodge, the Employer may adopt, change or modify work rules. The Employer agrees to post and make available to all members of the Police Department a copy of all applicable documents. Whenever the Employer changes work rules or issues new work rules applicable to bargaining unit employees, the Labor Council/Lodge shall be given at least thirty (30) calendar days' prior notice, before the effective date of the work rules. No new or changed work rule shall be implemented nor shall discipline be imposed upon any bargaining unit member until thirty (30) calendar days of notice has passed. Work rules shall be equitably applied and shall not conflict with any specific provision of this Agreement. In the case of conflict between a work rule and any part of this Agreement, the provisions of this Agreement shall apply.

## **ARTICLE 13 – RESIDENCY**

All employees shall reside and maintain their domicile within thirty (30) miles of the intersection of State Street and Main Street in the City of Sycamore, Illinois to be qualified employees of the City of Sycamore Police Department. Residency must be made within twelve months of completing the probationary period for membership on the Sycamore Police Department.

## **ARTICLE 14 - DRUG AND ALCOHOL TESTING**

It is the policy of the City of Sycamore that it is reasonable to expect persons entrusted with the safekeeping of a community to be free from the adverse effects of drugs and alcohol while in the performance of their duties. In the interest of employing persons who are fully fit and able for duty, and for the safety and well-being of employees and residents, the Employer and the Union agree to establish a program that will allow the Employer to take the necessary steps, including drug and/or alcohol testing, and to implement general policies regarding substance abuse in the workplace.

## **Section 14.1 Definitions**

a. "Drug" shall mean any controlled substance listed in the Illinois Controlled Substances Act, 720 ILCS 550/1, et seq., or the Controlled Substances Act, 21 U.S.C. §812, et seq., including an analog of any listed drugs for which the person tested does not submit a valid pre-dated prescription, and all illegal drugs. "Illegal drug" shall be defined as cannabis and controlled substances under state or federal laws which are not being used under the supervision of a licensed health care professional, or otherwise in accordance with law.

b. "Positive Test Result" is one where the specimen tested contains drug or drug metabolite concentrations at or above the concentration specified in Title 49 of the Code of Federal Regulations.

c. "Drug Abuse" shall be defined as the use of any drug, as defined in Section 1 A, above, the use of any prescription drug which has not been legally prescribed and dispensed, or the abuse of a legally prescribed drug.

d. "Alcohol Abuse" or "Being Under the Influence of Alcohol" shall be defined for these purposes as a blood alcohol content of .04 or more. A blood alcohol content of less than .04 shall not preclude the Employer from acting to prove that the employee was unable to perform his duties properly or impaired while on duty.

## **Section 14.2 Prohibitions**

Employees shall be prohibited from: Possessing, manufacturing, distributing, dispensing, using, selling, purchasing, abusing or being under the influence of alcohol at any time during the course of the work day or anywhere on any City-owned property including City buildings and City-owned vehicles, except as expressly required in the performance of the officer's official duties;

Possessing, manufacturing, distributing, dispensing, using, selling, or purchasing or abusing any drug as defined in Section 14.1 above, at any time and any place, except as expressly required in the performance of the officer's official duties;

Abusing a prescription drug which has been legally prescribed and dispensed to the employee; Failing to (i) immediately disclose to his supervisor any medication-related work restrictions, or (ii) disclose to his supervisor when taking medication whose container has warnings that the medication may affect an employee's ability to perform his or her job, or to drive or operate machinery;

Testing positive for a drug, as defined in Section 14.1, above, or abusing or being under the influence of alcohol as defined in Section 14.1 above;

Failing to comply with this Policy or the Drug-Free Workplace Act; or,

Refusal to submit to a drug/alcohol test which shall also include, but not be limited to attempting to tamper/substitute or tempering with/substituting the urine sample.

Committing any of the prohibited acts listed above will result in disciplinary action, up to and

including discharge; provided, however, the employee shall receive a suspension and be ordered to participate in and successfully complete a counseling/ rehabilitation program approved by the

City (at the employee's expense to the extent not covered by insurance) the first time an employee tests positive for alcohol pursuant to random alcohol testing (assuming no aggravating circumstances or violation of other City rules).

### **Section 14.3 Administration of Tests**

a. Informing Employees Regarding Drug/Alcohol Policy: All employees shall be informed, in writing, of the Employer's drug/ alcohol testing policy before testing is administered. All newly hired employees will be provided with this information before commencing work.

b. When A Test May Be Compelled:

(1.) Random Testing: All employees shall be subject to random drug and alcohol testing. Members shall be assigned a permanent number and selection of those to be tested shall be determined by a random drawing conducted by the Chief of Police, in the presence of a Union representative. The Chief shall have the right to conduct four (4) random drawings per calendar year with a maximum of five (5) employees per drawing.

(2.) Reasonable Suspicion: If there is reasonable suspicion that an employee has committed any of the prohibited acts listed in Section 14.2 above, the employee may be required to undergo drug/alcohol testing. In the event reasonable suspicion does exist, the Employer shall arrange for the drug/alcohol test.

(3.) Other: Drug/alcohol testing may also be required when an employee seeks to be transferred to a drug enforcement group or other specialty position (i.e. DARE officer).

(4) An employee may also be ordered to submit to drug and alcohol testing whenever that employee discharges a firearm and such action may have caused injury or death to a person or persons. The employee shall submit to the test as soon as practical, but not later than the end of the shift.

c. All time spent in testing shall be compensable under the terms of this Agreement.

### **Section 14.4 Reasonable Suspicion Standard**

Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person has committed any of the prohibited acts listed in Section 14.2 above. Reasonable suspicion shall be based upon the following:

Observable phenomena, such as direct observation of use or the verifiable physical symptoms resulting from using or being under the influence of drugs as defined in Section 14.1 above, or alcohol as defined in Section 14.1 above, which observable phenomena shall be confirmed

in writing; or

Information provided by an identifiable, reliable and creditable third party that any employee has committed any of the prohibited acts listed in Section 14.2 above.

#### **Section 14.5 Order to Submit to Testing**

Within twelve (12) hours after the employee submits to the testing authorized by this Agreement, the Employer shall provide the employee with written notice setting forth the objective facts and reasonable inferences to be drawn from those facts which form the basis of reasonable suspicion for the order to test. At the time of the order to test, the Employer shall verbally provide the employee with the general facts supporting the order to test. When testing is ordered, the employee may be temporarily re-assigned or relieved from duty and placed on leave with pay pending the receipt of results. The employee will not be subject to any other adverse employment action relating to this charge for the duration of the testing procedure. The re-assignment shall be immediately discontinued in the event of a negative test result.

#### **Section 14.6 Conduct of Test and Testing Standards**

In conducting the testing authorized by this Agreement, the City shall:

- (A) use only a clinical laboratory or hospital facility that is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- (B) ensure that the laboratory or facility selected conformed to all SAMHSA standards;
- (C) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. Provided that No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (D) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
- (E) collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- (F) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or any equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;

- (G) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, which facility shall also be certified by SAMSHA, at the employee's own expense, provided the employee notifies the Chief within seventy-two (72) hours of receiving the results of the tests;
- (H) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug, and the results have been reviewed by a SAMSHA recognized and approved certified Medical Review Officer (MRO). The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests;
- (I) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- (J) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and results.

#### **Section 14.7 Right to Contest**

The employee, with or without the Union, shall have the right to file a grievance commencing at Step 2 of the grievance procedure concerning any test permitted by this Agreement. The employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

#### **Section 14.8 Voluntary Request for Assistance**

The Employer shall not discipline or take any adverse employment action against an employee who, for the first time, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, unless the request follows the order to test of any employee or unless the employee is found impaired, using drugs or alcohol, or under the influence of drugs or alcohol on duty. The Employer may, however, at its discretion, require re-assignment or relief from duty if the employee is unfit for his current assignment.

The City of Sycamore strongly encourages employees with drug or alcohol problems to seek professional help. The City will not discriminate or retaliate against an employee who "voluntarily" comes forward to request assistance. Seeking assistance, however, does not insulate an employee from discipline for violation of City rules; failure to fulfill obligations under an employee assistance/treatment program, or for future violations of City rules. Further, employees seeking assistance may also be subject to random testing during and for twelve (12) months following successful completion of any employee assistance/treatment program. All voluntary requests for

assistance shall be confidential and any information received by the Employer, through whatever means, shall not be used in any matter adverse to the employee's interest, except re-assignment or relief of duties as described above. The Employer's obligation to provide treatment under this Article shall be limited to services provided and paid for by the City's insurance plan in which the employee is enrolled.

#### **Section 14.9 Duty Assignment**

In the event the nature of the treatment program (e.g. out-patient treatment) allows the employee to continue to work during his treatment, the Employer shall maintain the individual's previous employment status with the exception of possible re-assignment or relief of duties as set forth above. In the event an employee participates in an in-patient program which precludes continued employment, the employee shall be required to use sick leave, vacation and/or personal time. If the employee has exhausted all accumulated benefit time, he may be placed on an unpaid leave.

#### **Section 14.10 Confidentiality of Test Results**

Each employee will be provided with a copy of all information and reports received by the Employer in connection with the drug/alcohol testing and the results.

The results of drug and alcohol tests will be disclosed to the person tested, the Chief, the City attorney, other officials with a "need to know", others who may be mutually agreed to by the parties, and to those permitted by law.

Where a grievance and/or other proceedings have been initiated by or on behalf of an employee that involves the drug testing information, that information may be used in the proceeding. Any member whose drug/alcohol test is confirmed positive, shall have an opportunity at the appropriate state of the disciplinary process to refute said results.

### **ARTICLE 15 – ALTERNATE PRODUCTIVE DUTY**

Any employee may be assigned to a less strenuous position subject to medical approval, and approval of the Chief, because of health or disability. While on such assignment the employee shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to his normally assigned position. Such assignment may continue subject to the operating needs of the Department, and shall not be unreasonably withheld. The employer agrees to temporarily transfer a covered female member who is pregnant to a less strenuous or hazardous position for the duration of the pregnancy if the covered member requests such and with the advice of the covered member's physician, where the transfer can be reasonably accommodated per Public Act 095-0025.

### **ARTICLE 16 - SUSPENSION, DISCIPLINE, AND DISCHARGE**

#### **Section 16.1 Definition**

The parties recognize the principles of progressive and corrective discipline. The Employer's recognition of the principles of progressive and corrective discipline shall not prohibit the Employer from imposing discipline, which is commensurate with the severity of the offense. Discipline shall include only the following measures:

- Verbal warning;
- Verbal reprimand;
- Written reprimand;
- Suspension without pay;
- Dismissal.

The parties agree that the Chief of Police or management designee has the right to immediately suspend an employee when the employee's conduct is such that it may be detrimental and injurious to the mission of the Department or in violation of the Department's code of ethics. Such suspension shall be with pay and the employee shall remain in a pay status until an investigation of the employee's conduct can be accomplished and a determination of discipline has been reached. The parties further agree that in certain situations an employee may forfeit accumulated time off in place of a suspension without pay. This forfeiture shall be with the agreement of the Chief of Police, the affected officer, and the Labor Council, and shall not be subject to review as provided by this Agreement.

### **Section 16.2 Just Cause**

No non-probationary employee covered by this Agreement shall be disciplined, relieved from duty without pay, or separated from service without just cause.

### **Section 16.3 Notification**

The Employer shall notify the employee involved of any disciplinary action taken. Such notification shall be in writing, except in the case of verbal warning or verbal reprimand, and shall include the rule or regulation allegedly violated, the facts substantiating the offense, and the discipline imposed or recommended. Discipline shall be imposed within a reasonable period of time after an investigation is concluded and discipline is found to be warranted.

### **Section 16.4 Conduct of a Disciplinary Investigation/Bill of Rights**

If the "informal inquiry," "formal investigation," or "interrogation," (as defined in 50 ILCS 725/2) of an employee classified as a sworn law enforcement officer is likely to result in the recommendation of disciplinary action more severe than a written reprimand, the Employer shall follow the procedures set forth in 50 ILCS 725/1, et seq. of the Illinois Compiled Statutes. The law enforcement officer may be relieved of duty and shall receive all ordinary pay and benefits as he would if he were not charged. The officer shall have the right to be represented at any "interrogation" by legal counsel of his or her own choosing and may request legal counsel at any time before or during interrogation. If the member requests, an IFOP council representative may be present, in addition to, not in place of, legal counsel. When such a request for counsel and IFOP representative is made, no "interrogation" shall proceed until reasonable time and opportunity are provided the officer to obtain such counsel. Upon request, non-sworn employees shall have the right to be represented by a union representative during a disciplinary interrogation that the employee reasonably believes may lead to disciplinary action more severe than a written reprimand. When a request for such representation is made, no "interrogation" shall proceed until reasonable time and opportunity is provided to obtain such representation.

### **Section 16.5 Review of Discipline**

A grievance is hereby defined as any dispute or difference between the Employer and the Council or an employee with respect to the meaning, interpretation, or application of any of the provisions of this Agreement. A covered member has the election to appeal disciplinary action to the Fire and Police Commission or appeal through Article 19 Grievance Procedure of this Labor Agreement, but not both. If the covered member chooses an appeal through Article 19 of the Labor Agreement, the following shall apply:

The parties agree that the Chief of Police (or Chief's designee) shall have the right to implement disciplinary suspension, including termination of a covered member for just cause, without filing charges with the City's Board of Fire and Police Commissioners. Neither the Police Chief nor the City or their agents will file charges asking the Board of Fire and Police Commissioners to impose discipline on any non-probationary bargaining unit employee; instead all such discipline shall be imposed by the Police Chief or designee. The decision of the Police Chief or Chief's designee with respect to any suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Police Chief or Chief's designee shall be for the employee to file a grievance as described herein. If the employee elects to file a grievance as to their suspension or dismissal, the grievance shall be filed at step 3 of the procedure. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 19 of this Agreement. The parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be Rules and Regulations of the City's Board of Fire and Police Commissioners. Discipline of probationary officers, as well as any verbal warnings, written reprimands or written warnings shall not be subject to the grievance and arbitration procedure. If, and only if, the covered member appeals disciplinary action to the Fire and Police Commissioners, rather than appealed pursuant to Article 19 of the CBA, the covered member will be subject to the actions of the Fire and Police Commissioners.

### **Section 16.6 Expungement**

If after two (2) years of no similar conduct that caused the verbal warning, verbal reprimand or written reprimand, or employee improvement plan (or similar plan) such written documentation reprimand shall be removed from the employee's personnel file and shall be placed in a litigation file upon written request of the employee. The written request shall also be placed in the litigation file. The City agrees to abide by the lawful requirements of the "Personnel Record Review Act," 820 ILCS 40/1 – 40/13 as amended.

## **ARTICLE 17 – ABSENTEEISM**

Members unable to work for any reason, except for emergencies, must notify the shift supervisor as soon as possible within the employee's control. This requirement does not apply to vacation, holidays and regular days off. This provision shall not be interpreted as condoning repeated or

excessive absence from work.

## **ARTICLE 18 - MANAGEMENT RIGHTS**

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. to determine the budget, organization, and operations of the Police Department;
2. to determine and change the purpose, composition, and function of each of its constituent departments, and subdivisions;
3. to set standards for the services to be offered to the public;
4. to direct the members of the Police Department including the right to assign work and overtime in accordance with published overtime procedures;
5. to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule employees;
6. to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
7. to contract out work when essential in the exercise of its power and duties so long as the work does not take away jobs under the jurisdiction of the bargaining unit;
8. to establish work schedules and to determine the starting and quitting times, and the number of hours to be worked;
9. to establish, modify, combine or abolish job positions and classifications;
10. to add, delete or alter methods of operation, equipment or facilities;
11. to determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether or not goods or services are to be made, provided or purchased;
12. to establish, implement and maintain an effective internal control program;
13. to suspend, demote, discharge, or take other disciplinary action against non-probationary employees for just cause (according to the provisions of this Agreement and established statute, rules and regulations); and,
14. to add, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer. Any exercise of managerial rights, functions, prerogatives and/or policy making-rights by the City or Police Department shall be subject to and consistent with the Illinois Public Labor Relations Act (IPLRA) as amended from time to time. The Employer's right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim the Employer has claimed or condoned or tolerated any practice or any act or acts of any employees. Nothing in this Article shall abrogate or alter the other Articles of this Agreement.

## **ARTICLE 19 - GRIEVANCE PROCEDURES**

## **Section 19.1 Purpose**

The purpose of the Grievance Procedure shall be to settle contractual grievances between the City, employees, and the Council as quickly as possible, in order to ensure efficiency and promote members' morale.

## **Section 19.2 Definition of Grievance**

A grievance is hereby defined as any dispute or difference between the Employer and the Council or an employee with respect to the meaning, interpretation, or application of any of the provisions of this Agreement. Grievances may be processed by the Council on behalf of any employee or on behalf of a group of employees or itself.

## **Section 19.3 Settlement Procedure**

Grievances arising after the effective date of the signing of this Agreement shall be raised, discussed, and taken up in accordance with the following procedure:

## **Section 19.4 Grievance Steps**

### **Step 1 Deputy Chief:**

The employee or the Labor Council, within five (5) calendar days (excluding Saturdays, Sundays and Holidays) of the incident giving rise to the grievance, shall orally raise the grievance, followed by a written record of the grievance, with the Deputy Chief.

The Deputy Chief shall have five (5) calendar days (excluding Saturdays, Sundays and Holidays) in which to respond to the grievance to be presented personally (or mailed by certified mail, return receipt requested, fax or e-mail).

### **Step 2 Police Chief:**

If the grievance is not resolved in Step 1 or an answer is not given within the time specified, the grievance shall be reduced to writing on a standard grievance form stating the facts of the complaint, the section(s) of the Agreement allegedly violated, and the relief requested, dated and signed by the employee or by the steward or Labor Council representative.

Such written grievance shall be presented personally (or mailed by certified mail, return receipt requested, fax or e-mail) within ten (10) calendar days (excluding Saturdays, Sundays and Holidays) to the Police Chief. The Police Chief shall have ten (10) calendar days (excluding Saturdays, Sundays, and Holidays) in which to respond in writing to the grievance carbon copied to the Labor Council and the Executive Board.

### **Step 3 City Manager**

If the grievance is not resolved in Step 2 or an answer is not given within the time specified, the grievance shall be reduced to writing on a standard grievance form stating the facts of the complaint, the section(s) of the Agreement allegedly violated, and the relief requested, dated and signed by the employee or by the steward or Labor Council representative. Such written grievance shall be presented personally (or mailed by certified mail, return receipt requested, fax or e-mail) to the City Manager or his/her designee within ten (10) calendar days, (excluding Saturdays, Sundays and Holidays) of the Police Chief's Step 2 response

or the day such reply was due, whichever occurs first. The designated management official will have ten (10) calendar days (excluding Saturdays, Sundays and Holidays) from receipt in which to respond to the grievance in writing (to be presented personally, mailed by certified mail, return receipt requested, fax or e-mail), except that a meeting may be held to review the grievance at this step and shall be at a time when the Lodge is available to attend. The designated management official shall have the same ten (10) calendar day period, (excluding Saturdays, Sundays and Holidays) from the date of the meeting to respond to the grievance in the event a meeting is held. In the event the City Manager or his/her designee does not answer within ten (10) calendar days, the grievance shall be deemed denied. The Labor Council in any case may appeal a grievance to arbitration within ten (10) calendar days (excluding Saturdays, Sundays and Holidays) following the denial of a grievance at Step 3.

### **Section 19.5 Arbitration**

Arbitration if, in accordance with the above procedure, the grievance(s) is properly appealed to arbitration, representatives of the Employer and the Council shall meet to select an arbitrator, from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) normal working days after Step 3, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators.

Unless the parties agree on an alternate selection procedure, they shall alternately strike one (1) name from the list until only one (1) name remains. The order of the striking shall be determined by a coin toss. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and Labor Council, requesting the he/she set a time and place for the hearing, subject to the availability of the Employer and the Labor Council representatives shall be notified of the issue where mutually agreed by the parties. Either party may reject in total for any reason one (1) panel of arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The decision of the arbitrator shall be final and binding upon the Labor Council, the affected employees and the Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions. The arbitrator shall have no authority to add to, subtract from, amend, nullify, ignore or modify the terms hereof or impose on any party hereto limitations or obligations not specifically provided for in this Agreement. The arbitrator shall consider and decide only the question of fact as to 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 and 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 that is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies (excluding those of the City of Sycamore) that have the force and effect of law. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Each party shall be responsible for compensating its own representatives and witnesses.

Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the terms of the Agreement or an expedited arbitration procedure. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for one half the total cost of producing the record.

#### **Section 19.6 Representative**

In discussions or meetings with the Employer in the grievance procedure, the employee shall be entitled to be present and may be accompanied or represented by the exclusive bargaining agent or their representative.

#### **Section 19.7 Time Limits**

No Grievance shall be entertained or processed unless it is submitted within five (5) days of the incident giving rise to the grievance. Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as a withdrawn grievance settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievance shall be deemed denied and the grievant may immediately appeal the grievance to the next Step. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step. The Arbitrator's award shall be made within thirty (30) days (excluding Saturdays, Sundays and Holidays) after the conclusion of the Arbitration Hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The award shall be in writing and signed by the Arbitrator. The Arbitrator shall deliver a copy to each party personally or by registered mail, unless the parties mutually agree otherwise.

#### **Section 19.8 Stewards**

The Employer recognizes the right of the Labor Council to designate one (1) steward and one (1) alternate at the Police Department. The steward and alternate shall be identified, in writing, by the Labor Council to local management. Changes in stewards or alternates will also be made known immediately in the same fashion.

#### **Section 19.9 Advance Filing**

A matter may be raised at any level of the Grievance Procedure upon mutual consent of the parties.

### **ARTICLE 20 - WAGES**

#### **Section 20.1 Wage Schedule**

The wage schedule is set out and attached as Appendix "A", which shall form a part of, and be subject to, all the provisions of this Agreement, effective May 1, 2023 through December 31, 2025. For the purposes of determining progress through the steps of the wage schedule, each member

shall succeed to the next step on May 1, regardless of the anniversary of their date of hire. Effective January 1, 2024, bargaining unit employees shall progress through the steps of the wage schedule on January 1, regardless of the employee's anniversary date of hire.

## **Section 20.2 Career Service Bonus**

In a fiscal year in which a bargaining unit member attains a new five-year threshold for service, he/she shall advance to the new bonus level on May 1 of that year. Beginning July 6, 2020, members will be compensated the following amounts on a pro-rata basis over twenty-six (26) pay periods.

On completion of five (5) years of full-time continuous service, a member shall receive an annual bonus of \$300.00.

On completion of ten (10) years of full-time continuous service, a member shall receive an annual bonus of \$600.00.

On completion of fifteen (15) years of full-time continuous service, a member shall receive an annual bonus of \$900.00.

On completion of twenty (20) years of full-time continuous service, a member shall receive an annual bonus of \$1,200.00.

On completion of twenty-five (25) years of full-time continuous service, a member shall receive an annual bonus of \$1,500.00.

On completion of thirty (30) or more years of full-time continuous service, a member shall receive an annual bonus of \$1,800.00.

## **Section 20.3 – Canine Maintenance**

Any officer assigned as a canine handler shall have duties relating to the well-being of her/his canine partner including, but are not limited to:

- Exercise
- Grooming
- Feeding
- Transporting the canine to/from the animal hospital or veterinarian for routine checkups, vaccinations, or emergency care
- Procuring food and supplies
- Cleaning of canine's kennel and/or squad
- Recommendations for additional training required by the officer and/or canine
- Recommendations for canine budget requirements
- Recommendations for changes in Department policy relation to use of canines

- Planning for appropriate care for the canine during any of the handler's off duty time. The cost of such arrangements shall be at City expense but shall require the prior approval of the canine handler's supervisor.

The canine handler must be willing to make a minimum commitment of five (5) years to the program, however, this shall not prohibit a member from seeking promotional opportunities.

The canine handler shall be granted a 1/2 hour of straight time pay per day for canine maintenance. If a canine handler is assigned to training for an entire shift, canine maintenance will be conducted during that shift if the training does not span the entire shift.

The canine handler shall not be entitled to ½ hour of straight time pay for canine maintenance on a day when the canine is boarded.

There shall be no additional compensation or reimbursement by virtue of the officer's service as a canine handler. Based upon the operational needs of the Police Department, the canine handler acknowledges that they may be subject to additional callouts or deployments with the canine partner as needed from time to time, and that such work hours (or any overtime work hours) shall be addressed in accordance with the current collective bargaining agreement.

Reasonable expenses of care for the canine, including feed, equipment, veterinary care, grooming, and similar expenses shall be paid by the Police Department (subject to approval by the canine handler's supervisor). Reasonable expenses for boarding shall include up to twenty (20) cumulative days of boarding paid at the department's expense. Additional boarding may be approved at the sole discretion of the Chief.

The canine partner shall remain the property of the City of Sycamore unless and until released from such ownership by the Police Chief and shall not be removed from the City of Sycamore, related patrol areas, or canine handler's residence, without the permission of the canine handler's supervisor.

## **Section 20.4 Retroactivity**

The economic terms, including the wage increases, step increases, firearm stipend added to the base (pro rata), and buyback will be effectuated and paid retroactively to any bargaining unit employee employed at the time the successor agreement ending December 31, 2025 is executed.

## **ARTICLE 21 - EDUCATION INCENTIVES**

### **Section 21.1 Education Incentive**

Any employee who, upon successful completion of specifically related college level courses, with a passing grade will receive the following:

- 15 or more hours: \$25.00 monthly
- 30 or more hours: \$50.00 monthly
- 45 or more hours: \$75.00 monthly

- 60 or more hours: \$100.00 monthly
- 120 hours: \$150.00 monthly
- 160 or more hours: \$200.00 monthly

All courses, covered under the incentive provision of Section 21.1, must be completed through a state accredited two (2) year or four (4) year institution of higher education. Proper documentation of the number of hours completed shall be submitted by transcript to the Chief of Police. All courses must be of the general education, law enforcement, or behavioral science fields and approved by the Chief of Police or be part of an approved degree program which qualifies the employee for tuition reimbursement.

### **Section 21.2 Tuition Reimbursement**

The City encourages all employees to improve and upgrade their skills through participation in job related courses at local colleges and universities. Tuition reimbursement is offered to encourage both personal and professional development for all full-time employees to improve job-related skills and abilities.

The City's Tuition Reimbursement Policy will be as follows:

1. Tuition reimbursement is intended for courses offered by an accredited two (2) or four (4) year college or university which are directly related to an employee's current or prospective job duties or are a part of a degree program directly related to an employee's current or prospective job duties.
2. Any full-time employee who has completed his or her probationary period may make application for tuition reimbursement.
3. Applications will not be considered if the employee is eligible for or is receiving funds for the same course from any other source.
4. Applications are to be submitted for approval to the Department Head and the City Manager in advance of beginning the course.
5. Tuition reimbursement will be based on budgetary allocations available each fiscal year, however, reimbursement for tuition and required lab fees are limited to a maximum of \$2,000 per fiscal year per each employee according to the following schedule:
  - 100% tuition reimbursement for one course at the completion of each semester with a grade "C" or better, or numerical equivalent;
  - 50% tuition reimbursement for one course at the completion of each course period and/or academic period completed with a "satisfactory" or "passing" grade under a "pass/fail" option;

- 0% tuition reimbursement for courses not completed or completed with a grade of less than a “C” or its numerical equivalent, or “unsatisfactory” or “failing” under a “pass/fail” option.

6. Expenses such as textbooks, student fees, parking fees, mileage and meals are not eligible for reimbursement.
7. In order to receive tuition reimbursement, employees must submit an official school transcript or an official grade card showing the course, the grade, and the tuition cost.
8. The schedule of courses selected must not interfere with the employee’s normally assigned hours of work. Hours in classes attended after an employee’s normal work hours will not be counted as hours worked or credited toward compensatory time or leave. Attendance in a class during regular work hours requires the prior approval of the Department Head and the City Manager. Hours spent in classes attended during regular work hours will be counted as hours worked.
9. If the employee leaves the City within three (3) years of completing courses for which the City has paid, the City’s share of the costs in the thirty-six (36) months preceding termination will be deducted from the final payment of salary, wages, and accrued leave. If the amount of the final payment is not sufficient to cover costs, the individual will be required to reimburse the City for the amount due at the time of termination.

The City encourages all employees to improve and upgrade their skills through participation in job related courses at local colleges and universities. Tuition reimbursement is offered to encourage both personal and professional development for all full-time employees to improve job-related skills and abilities.

## **ARTICLE 22 - TEMPORARY ASSIGNMENT PAY**

Any employee temporarily assigned by the Chief or designee to a position or rank which is a higher pay grade than his regular position classification or rank, shall receive the higher pay for each hour of temporary assignment. Temporary assignment shall be defined as a written assignment to duties that are not normally performed by the employee who normally performs such work. Further, such an assignment is of duration not to exceed thirty (30) calendar days. Following thirty (30) calendar days a review shall occur by the Chief or designee as to the continued need of assignment. In the event it is determined there exists a need to continue a temporary assignment, the position may be posted providing an opportunity for any interested and qualified employee subject to the discretion of the Chief or designee. Under no circumstances shall a temporary assignment exceed ninety (90) days except by the mutual agreement of the parties.

## **ARTICLE 23 - SHIFT EXCHANGE**

With the permission of the Police Chief or his designee, employees shall have the right to exchange daily shifts with other employees when the change does not interfere with the operation of the Police Department. Requests for shift exchange shall be submitted in writing and bear the signatures of both employees indicating their mutual agreement. Such requests may also be submitted through the Police Department's scheduling software, and the submission of such request shall indicate the officers' mutual agreement. Such requests shall be processed without undue delay.

## **ARTICLE 24 – HOURS OF WORK, CALL-BACK, AND OVERTIME**

### **Section 24.1 Workday and Workweek**

The workday for the Administrative Sergeant, Community Resource Sergeant, School Resource Officers, Detective Sergeant, and Detectives shall be eight (8) hours. The normal workweek shall consist of five (5) consecutive days of work followed by two (2) consecutive days off. The Detective Sergeant, School Resource Officers, and Detectives may work a modified shift if mutually agreed to by all parties.

The workday for Patrol Officers and Patrol Sergeants shall be twelve (12) consecutive hours. The normal two (2) week work period for Patrol Officers and Patrol Sergeants shall consist of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift with no more than three (3) regularly scheduled consecutive days of work, no less than two (2) regularly scheduled consecutive days off and with every other Friday, Saturday and Sunday as days off. The shift Sergeant or acting Officer In Charge shall schedule each team officer one (1) eight (8) hour shift (chosen by seniority from shifts with adequate coverage) for future pay periods and shall submit this list of preferences to the Deputy Chief of Operations (which may include through the Police Department's scheduling software) at least seven (7) calendar days (excluding Saturdays, Sundays and Holidays) prior to the affected payroll period. The Deputy Chief of Operations shall reasonably consider these preferences when finalizing the schedule in accordance to the needs of the department.

Vacation leave calculation shall be defined as twelve (12) hours of straight time compensation for Patrol Officers and Sergeants, and ten (10) hours of straight time compensation for Detectives, the

Detective Sergeant, the Administrative Sergeant, the Community Resource Sergeant, the Detection K9 handler, and School Resource Officer.

Employees covered by the terms of this Agreement shall be allowed one (1) hour total for lunch and breaks. The employee may take break using the full hour all at once or break up the hour into a half-hour (1/2) lunch and two (2) quarter-hour breaks. Employees are subject to calls during any approved break. All vacation, holiday, birthday, sick leave, bereavement leave, court leave, education leave, and family and medical leave shall be used on the basis of regular work days.

#### **Section 24.2 Overtime**

All approved overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1.5) times their actual hourly rate of pay for work performed in excess of that employee's normal work week. Exception: When an employee is required to work on a holiday that falls during the employee's time off, he shall receive double his rate of pay for hours worked. All hours worked or paid as if worked, shall count toward overtime accrual. Overtime shall be computed on the basis of completed fifteen (15) minute segments.

#### **Section 24.3 Call-Back**

Members covered by this Agreement called back to duty after having been relieved of duty shall be paid a minimum of two (2) hours overtime at time and one-half (1-1/2) times their straight-time hourly rate of pay.

For the purpose of this Article, "call back" shall be defined as overtime occasioned by a member of the Police department being ordered to return to duty after being in the status of off-duty.

#### **Section 24.4 Compensatory Time**

Compensatory time may be paid in lieu of overtime payment if the employee so elects. Compensatory time will be calculated and accumulated at the same rate as overtime pay. A maximum of one hundred twenty (120) hours of accumulated compensatory time may be carried forward from anniversary year to anniversary year. An employee may cash in up to a total of one hundred-twenty (120) hours of unused compensatory time for cash payment during the City's fiscal year. Payouts may be requested at any time during the year to be processed on the next regular payroll.

Earned compensatory time may be scheduled no more than one-hundred twenty (120) days in advance. Comp time will be approved on a first-come, first-serve basis. If a vacation request and a comp time request are received on the same day for the same date(s), vacation requests shall take preference over comp time requests. If two (2) requests of the same type are received on the same day for the same date(s), seniority shall prevail. Compensatory time may be granted in hourly, workday or workweek increments on a first come, first serve basis. Requests to utilize compensatory time shall be considered within seven (7) calendar days from the date of submission. Any request to utilize compensatory time shall not be unreasonably denied.

In lieu of additional holidays, on May 1 of each year each full-time employee shall be credited with two (2) working days of compensatory time to be used during the contract year in accordance

with the provisions of this Section. Effective on May 1, 2023, the City will cease crediting officers with two (2) working days of compensatory time and, instead, buyback these two (2) working days of compensatory time at the rate of 24 hours times one and one half (1.5) of the officer's base rate of pay in effect on May 1, 2023.

Upon resignation, retirement, or termination employees shall be compensated for all earned compensatory time.

#### **Section 24.5 Overtime Distribution**

Scheduled overtime shall be fairly and equitably distributed among eligible and qualified officers within the Department division in which the overtime is required. In the case of an emergency where a vacancy on a shift needs to be filled, the Employer may take whatever reasonable means may be necessary to fill the vacancy, including but not limited to, holding an employee over, breaking up the shift hours, using part-time employees, or having qualified employees of another classification fill in to cover the vacancy. If an overtime situation arises and the officer is on a scheduled vacation or compensatory time, the officer may, at their discretion, rescind their time off and work the overtime at their applicable overtime rate of pay. In the event that an officer is ordered to cover a vacancy, or any unclaimed scheduled shift or event coverage, the officer(s) shall be ordered by inverse-seniority within each pay period.

#### **Section 24.6 Work Schedules**

The current work schedule for employees covered by the terms of this Agreement shall continue in force and effect during the terms of this Agreement. Except in the case of emergency assignments, schedule changes shall occur with a minimum of twenty-one (21) days' notice to the employee, such "temporary" changes, excluding training days or by mutual consent, shall not exceed twenty-eight (28) days in a calendar year. In the event the Employer and more than one Member from a shift chosen by the Employer consent to fill a vacancy beyond twenty-eight (28) days it shall be offered to the Member with the most seniority.

Any other scheduling change or re-assignment to another shift of a non-emergency nature with less than twenty-one (21) days' notice shall result in the affected employee(s) being compensated at one and a half ( $1\frac{1}{2}$ ) times the regular hourly rate of pay for all work hours affected by the change of schedule.

Changes in scheduling made necessary for training purposes shall be in accordance with this Section. Upon mutual agreement by all parties, the 21-day limit may be waived for training purposes.

When an employee is scheduled for five consecutive days of training that occur Monday through Friday, the employee will be scheduled for a regular day off the preceding Sunday and the following Saturday. Any hours worked on the Sunday preceding or Saturday following five consecutive days of training will be compensated at  $1\frac{1}{2}$  times the employee's rate of pay.

Unless voluntarily agreed to or scheduled with twenty-one (21) days' notice, training of less than five days will be scheduled on employees regularly scheduled work days if practical. Training scheduled on a regular work day, shall be considered time worked on that day.

Patrol Sergeants and Patrol Officers shall bid for shifts in April of each year. This schedule will cover the period May 1 to April 30 of the following year. The bidding process shall be as follows: Patrol Sergeants shall bid first, in order of seniority, for one (1) of the three (3) sixteen (16) to eighteen (18) work week blocks, until all remaining Patrol Sergeants' blocks are exhausted. Patrol Officers shall bid second, in order of seniority, for one (1) of the three (3) sixteen (16) to eighteen (18) work week blocks, until all remaining Patrol blocks are exhausted. The resulting shift bids will be posted by May 1. A Probationary Officer may only bid on a shift that begins after they have completed their Probationary Period. It is agreed by the parties that the Employer reserves the right to assign Probationary Officers to any shift until they have successfully completed their completed their Probationary Period. There shall be one additional slot created for officer coming off probation.

#### **Section 24.7: Daylight Savings Time**

Officers will only be paid for actual hours worked on days involving changes between daylight savings and Central Standard time. Officers' shifts will not be shortened to less than 12 hours due to the clock adjustments resulting from daylight savings time except by mutual agreement.

### **ARTICLE 25 – UNION BUSINESS LEAVE**

The Employer agrees to give members of the Lodge executive committee preference in vacation and compensatory time requests to attend meetings of the Fraternal Order of Police State Lodge and Labor Council. This business shall include training seminars and quarterly and annual meetings of the Fraternal Order of Police State Lodge and Labor Council. The investigation of grievances may be conducted during work hours provided such investigation does not interfere with the operation of the Police Department. The Employer further agrees that grievance hearings and interest and grievance arbitrations and any meeting relative to the administration and collective bargaining of this Agreement may be conducted in paid status for any employee otherwise scheduled to work during such time of said meetings.

### **ARTICLE 26 - UNIFORM ALLOWANCE**

#### **Section 26.1 Quartermaster Clothing and Equipment Issuance--Officers**

The City shall provide the following uniform and equipment items to all uniformed police officers covered by this agreement:

- 3 Short sleeve uniform shirts
- 4 Long sleeve uniform shirts2 Polo shirts with department logo
- 4 Pairs of uniform pants
- 1 Baseball style cap with department logo
- 1 Winter stocking cap with department logo
- 1 Dress hat with badge
- 1 Uniform dress tie
- 1 Uniform three-season jacket with removable liner
- 1 ANSI raincoat
- 1 ANSI Traffic Vest (current ANSI/OSHA specifications)
- 1 Concealable body armor vest and carrier (replaced every five years);

current vests will be replaced with 3A vests during regular replacement cycles beginning in 2020 and continuing thereafter)

- 1 Uniform pants belt
- 1 Duty handgun (officers hired after July 6, 2009)
- 1 Duty Belt
- 1 Firearms Holster
- 1 Ammunition Holder
- 1 Key holder
- 1 Chemical spray and holder
- 1 Portable radio holder
- 4 Belt Keepers
- 1 Pair of Hand Cuffs and case and key
- 1 Expandable Baton and belt holder
- 2 Shirt/coat badges
- 1 ID Case and badge
- 2 Uniform nametags

The City shall provide all required uniforms and equipment for those officers assigned to specialty positions. All officers have the option to carry a personally-owned handgun and rifle as long as it meets department standards. Department issued weapons will be returned to the department when the officer leaves service or when the officer exercises the option to carry a personally owned weapon instead. The City shall replace all worn or damaged issued uniforms and equipment as needed by the employee upon a supervisor's verification and the Chiefs approval. The City shall provide any change or addition to current uniforms and/or equipment.

Officers assigned as Detectives, School Resource Officers, and the Detective Sergeant by the Chief of Police shall receive additional yearly compensation of Fourteen Hundred dollars (\$1,400) as a clothing allowance. Effective May 1, 2021 and continuing thereafter, the clothing allowance shall be paid on a pro-rata basis over twenty-six (26) pay periods. Newly assigned Detectives, School Resource Officers, or the Detective Sergeant will receive a prorated amount for the remainder of the fiscal year distributed on a pro-rata basis on bi-weekly paychecks.

Employees are responsible for the cleaning and maintenance of their uniforms and equipment and shall maintain a professional appearance at all times. Employees may upgrade original issue equipment if they pay the additional expense and the Chief of Police approves such an upgrade. Examples of items not provided by the Quartermaster system include but are not limited to: guns, multi-purpose tools, knives, flashlights, off-duty holsters, under clothing and sunglasses.



not cause the shift to fall below the minimum staffing level.

Upon resignation, retirement, or termination of employees that were hired before May 1, 2000, they shall be compensated for all vacation time in their bank.

For employees hired after May 1, 2000, all annual vacation time is placed into the employee's bank at the start of their anniversary year. Upon resignation, retirement, or termination employees shall only be compensated on a pro rata basis for earned vacation time.

### **Section 28.3 Vacation Accumulation**

Vacation time shall not accumulate from one anniversary year to the next; provided, however, an employee shall have the option of receiving forty (40) hours of pay at his regular straight-time hourly rate of pay in lieu of forty (40) hours of vacation at the end of the Employee's anniversary year.

## **ARTICLE 29 - HOLIDAYS AND BIRTHDAYS**

### **Section 29.1 Holiday Comp Time**

The following days shall be designated as Holidays and shall be observed on the holiday:

New Years Day	Labor Day
Martin Luther King Jr's Birthday	Thanksgiving Day
Good Friday	Friday After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

All employees shall receive one (1) day of holiday comp time for all holidays designated herein, except as stated in Section 29.3. Holidays and such day(s) shall be defined as twelve (12) hours of straight time compensation for Patrol Officers and Sergeants, and ten (10) hours of straight time compensation for Detectives, School Resource Officers, the Detective Sergeant, K9 Handler(s), the Community Resource Sergeant, and the Administrative Sergeant. Scheduling of holiday comp time shall be consistent with Section 28.2 Vacation Scheduling. Should an employee work on an observed holiday, the employee will receive time and one-half (1 ½) his pay for all hours worked.

The Administrative Sergeant, Detective Sergeants, Community Resource Sergeant, School Resource Officers, and Detectives will normally be scheduled off on benefit time on contractual holidays. Upon mutual consent, the Administrative Sergeant, Detective Sergeant, Community Resource Sergeant, School Resource Officers, and Detectives may work on a contractual Holiday for straight time in lieu of using benefit time.

Upon resignation, retirement, or termination of employees that were hired before May 1, 2000, they shall be compensated for all holiday compensatory time in their bank.

For employees hired after May 1, 2000, all holiday compensatory time is placed into the employee's bank at the start of their anniversary year. Upon resignation, retirement, or termination employees shall only be compensated for earned holiday compensatory time.

### **Section 29.2 Birthdays**

In addition, one (1) paid comp day shall be given for the employee's birthday. Birthdays and such day(s) shall be defined as twelve (12) hours of straight time compensation for Patrol Officers and Sergeants, and ten (10) hours of straight time compensation for Detectives, School Resource Officers, the Detective Sergeant, and the Administrative Sergeant.

### **Section 29.3 Holiday Comp Time and Comp Time Buyback**

Effective May 1, 2023, the City will buyback 24 hours of holiday comp time (one holiday in Section 29.1 and the one birthday in Section 29.2) at the time and one half (1.5) rate of base pay in effect on May 1, 2023. Therefore, effective May 1, 2023, the City will cease crediting one (1) paid comp day for the employee's birthday as stated in Section 29.2, and only credit employees with nine (9) days of holiday comp.

If an employee does not have 48 hours of comp time to sell back (24 hours of holiday comp time and 24 hours of regular comp time) on the date this May 1, 2023 through December 31, 2025 collective bargaining agreement is executed, an employee shall sell back the balance of owed time by the day after their next anniversary date.

## **ARTICLE 30 - SICK LEAVE**

### **Section 30.1 Accrual**

Employees shall earn nine (9) hours for each month of service. One (1) sick day shall be equal to one (1) working day according to the employee's assigned shift. Once an employee exhausts all benefit time and has not returned to work, the employee will not continue to accrue sick time until he returns to work.

### **Section 30.2 Use**

Any employee incurring a non-duty sickness or disability shall receive sick leave with pay to the extent of sick days accumulated. Job-related sickness or disability shall not be charged to the cumulative sick leave of the employee. Sick time shall not be used as vacation time.

### **Section 30.3 Compensation Upon Separation.**

Employees shall be compensated in cash at their regular hourly rate of pay for any unused accumulation of sick leave not to exceed one hundred-twenty (120) days when they are permanently separated from the service by resignation, death, retirement or discharge. A day is defined as ten (10) hours for the purpose of this section.

## **ARTICLE 31 - BEREAVEMENT LEAVE**

An employee shall be allowed three (3) work days off with pay in the event of a death in the immediate family. Family shall be defined to include: spouse, child, parent, step-child, step-mother, step-father, mother-in-law, father-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, sister, brother, sister-in-law or brother-in-law, civil union partners and domestic partner. Domestic partner shall mean a person who has regularly resided with the employee for at least twelve (12) consecutive months prior to the death, is the employee's sole domestic partner, are committed and responsible for each other's common welfare. In-laws as defined herein shall apply to domestic partners. Documents which demonstrate that the parties lived together for at least twelve consecutive months will generally suffice in meeting this requirement. One (1) additional shift off may be granted by the City Manager for extensive travel. Employees shall not be allowed to accrue bereavement leave in the same manner as vacation time.

## **ARTICLE 32 - COURT LEAVE**

The Employer shall grant leave with full hourly rate of pay to any employee for the period of time he is required to appear in the course of his employment before a court, judge, justice, coroner or magistrate. Court time required in the course of employment on an employee's day off or off-shift shall be paid at time and one-half (1-1/2) for actual time worked or a minimum of three (3) hours, whichever is greater. In the event that there are multiple court appearances required of an employee on his day off, he will be paid at time and one-half (1-1/2) for the hours beginning with the start of the first appearance through his release of the last appearance or a minimum of three (3) hours, whichever is greater. Any member who has a scheduled court appearance cancelled with less than twelve (12) hours notice shall receive two (2) hours of pay at their regular straight time rate. This article does not apply to employees named as criminal defendants.

## **ARTICLE 33 - EDUCATIONAL LEAVE**

Employees may be granted time off with pay for educational purposes with the approval of the Police Chief and the City Manager to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's law enforcement certification, job-related skills and professional abilities.

## **ARTICLE 34- FAMILY AND MEDICAL LEAVE**

The parties agree that the Employer shall adopt policies applicable to the bargaining unit employees to implement the Federal Family and Medical Leave Act of 1993 (FMLA), in accordance with what is legally permissible under the Act. Subject to the approval of the Police Chief and the City Manager, and in accordance with FMLA provisions as amended from time to time, employees may take leave intermittently or on a reduced leave schedule on a case-by-case basis.

## **ARTICLE 35- MILITARY LEAVE**

The Employer agrees to comply with all Federal and State laws and Executive Orders regarding military leaves or service required.

## **ARTICLE 36 - HEALTH BENEFITS**

### **Section 36.1 Health Insurance**

The Employer shall pay the entire cost of the premium, less \$100 with up to a \$500 deductible per person for the employee and shall pay 85% of the cost of the premium with up to a \$1,500 deductible per family and a lifetime maximum of \$2,000,000.00 to unlimited for each of the employee, the employee's spouse and the employee's unmarried children under the age of 19 (or up to age 26 or appropriate as defined by State Law), if insured, for the City-sponsored health insurance plan. An employee receiving single coverage shall pay \$100 per year towards the cost of the premium.

The City will offer a high deductible PPO plan (with H.S.A.) as an alternative and will make a contribution to member's health savings account of 100% of the deductible for the Employee's tier, not to exceed the cost differential between the H.S.A. plan and the traditional PPO plan.

The contribution shall be made in a lump sum during the first month of the insurance plan year (September) or the first month of the calendar year, at the covered member's discretion. Members hired mid-year shall receive a prorated contribution during the first month that they are covered by the plan. Members that have received the lump sum and terminate employment prior to the conclusion of that insurance year shall reimburse the City for the pro-rata portion of the remainder of the plan year during liquidation of accrued leave, as allowed by law.

Any member choosing a less expensive plan (HMO) will receive an incentive equivalent to the H.S.A. contribution, pro-rated over 26 pay periods.

The employee shall pay 15% of the cost of the premium with up to a \$1,500 deductible per family and a lifetime maximum of \$2,000,000.00 to unlimited for each of the employee, the employee's spouse and the employee's unmarried children under the age of 19 (or up to age 26 or appropriate as defined by State Law if a full-time student), if insured, as indicated under the said health insurance plan.

Employees covered by the HDHP/HSA or HMO shall pay \$100 for single coverage. If enrolled in another tier, employees shall pay 15% of the difference between the total premium cost for that tier and the cost of single coverage. The Employer shall pay the remaining premium cost.

### **Section 36.2 Immunizations**

The Employer agrees to pay expenses for inoculation for immunization shots for members of an employee's immediate family (spouse and children living with the employee), when such becomes necessary as the result of the employee's direct exposure to a contagious disease while in the performance of his/her duty. The Employer shall only pay the expenses when the Employer's physician and physician of the afflicted person shall deem it essential and notifies the Chief of Police. Contagious diseases are those defined by the Illinois Department of Health, and this paragraph only applies to the family of the employee directly exposed. All immunizations deemed necessary for the performance of the officer's duty will be available at no charge to the employee. Immunizations may be available to the employee's family through the wellness provisions provided by the City's insurance carrier.

### **Section 36.3 Damaged Personal Property**

The Employer agrees to repair or replace as necessary the eye glasses, contact lenses, and prescription sun glasses of a Police Officer if such are damaged or broken as an officer performs his on-duty responsibilities, except in the case of negligence by the officer.

### **ARTICLE 37 - LIFE INSURANCE**

The Employer shall provide twenty-five thousand dollars (\$25,000.00) in life insurance protection for each full time employee covered by this Agreement.

### **ARTICLE 38 - EMPLOYEE ASSISTANCE POLICY**

The City and the Lodge recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities. The City and the Lodge will, therefore, work collectively to support an employee assistance program.

It is recognized that almost any human problem can be successfully treated, provided it is identified in its early stages and referral is made to an appropriate source of care. This applies whether the problem is one of physical illness, mental or emotional illness, finances, marital or family distress, alcohol or drug abuse or legal problems. Alcoholism and drug abuse are recognized as treatable illnesses, responsive to treatment and rehabilitation.

Any Lodge member of the City of Sycamore or their families, if insured, having any of these problems will receive the same careful consideration and referral to treatment that is extended to an employee having any other illness. Covered charges for medical and professional treatment will be handled in accordance with the provisions of the present group insurance plan. Accumulated sick leave may also be utilized by employees seeking professional counseling. An employee assistance program is designed to assist employees with personal problems that affect work performance. If, however, an employee continues to have unsatisfactory work performance regardless of participation in an employee assistance program, the employee will be subject to the normal corrective disciplinary procedure. Every effort will be made to maintain strict confidentiality of records and information. Those receiving help will not have job security or promotional opportunities jeopardized by participating in the program.

## **ARTICLE 39 - DISABILITY, PENSION AND RETIREMENT PLAN**

Each member of the Police Department shall receive such coverage as mandated by law as it may from time to time be amended.

## **ARTICLE 40 – PROMOTIONS**

Any promotions for sworn officer within the bargaining unit shall be in accordance with the Rules and Regulations adopted by the Board of Fire and Police Commissioners of the City of Sycamore. The City shall furnish the Labor Council/Lodge with a current copy of the Rules and Regulations of the Board of Fire and Police Commissioners of the City of Sycamore.

## **ARTICLE 41 - SUCCESSORS**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

## **ARTICLE 42 - SAVINGS CLAUSE**

If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted State or Federal Legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiation at the request of either party.

## **ARTICLE 43 - INJURED-ON DUTY**

According to State of Illinois Statute (5 ILCS 345/1 Public Employee Disability Act, or as amended, any full-time Sworn Police Officer who is Injured in the Line of Duty and is unable to work shall continue to be paid full salary and all benefits as if the Officer was still working at the City at their regular rate of pay for up to one (1) full year from the date of the injury/illness. The paid time and benefits for a line of duty injury may be intermittent as long as the time paid and benefits equals one (1) full year of benefit. If the Officer is placed on light-duty, such time will not be counted towards the one (1) year benefit. In order to aid a temporarily injured Officer, IOD injuries or illnesses' through the transitional period toward full recovery from an injury/illness; the City may offer temporary light duty assignments in circumstances where light duty work is available. Light duty assignments are not available in connection with and are not intended to cover permanent disabilities. Such light duty assignments are available to all Officers. Temporary assignments to light duty work are contingent upon work being available to meet the light duty restrictions within the Department or elsewhere in the City. Changes in employee hours and days of work for non-work related injuries or illnesses may be made to facilitate a light duty assignment. Where an employee requests light duty, the Department will have the discretion to accept or deny

the light duty request. Such requests will not be unreasonably denied. All requests for light duty and related communications must be directed to the Chief of Police or designee. Before a light duty assignment will be considered, an Officer must submit an approval for such duty signed by the Officer's treating physician. Light duty is not available if the treating physician will not state specifically what restrictions are in place. Once all restrictions have been clarified by the health care provider, the Department will determine whether any assignments are available that are consistent with the Officer's restrictions. If there are no more light duty assignments available, the Officer will be placed back on PEDA benefits.

## **ARTICLE 44 - LABOR-MANAGEMENT CONFERENCES**

### **Section 44.1 Labor Management Meetings**

The Council/Lodge and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Council/Lodge representative and representatives of the Employer.

Such meetings may be requested at least seven (7) calendar 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 meetings and locations shall be by mutual agreement. Discussions shall be limited to:

- Discussion on the implementation and general administration of this Agreement,
- A sharing of general information of interest to the parties,
- Within the Employer's discretion, notifying the Labor Council/Lodge of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

The Employer and the Council/Lodge agree to attempt to reasonably cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois. To effectuate the purposes and intent of the parties, the parties shall meet upon mutually agreed dates, without limitation. Neither party shall be forced against its will to schedule or attend any meeting. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances subject to or being processed under 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 44.2 Attendance**

When absence from work is required to attend "labor-management conferences", designated employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Up to three (3) union executive committee members may attend such conferences. Travel expenses associated with any "labor-management conferences" shall be the responsibility of the employee.

## **ARTICLE 45 - SAFETY ISSUES**

### **Section 45.1 Safety Committee**

The Chief of Police may appoint a designee(s) to represent him in meetings with the Council/Lodge to discuss safety issues. The Chief's designee(s) or the Chief of Police shall meet a minimum of once a month with the Labor Council/Lodge Safety Committee, unless both parties agree that no meeting is necessary, to discuss safety issues, which will be submitted in writing by either party. Any mutually agreed report or recommendation which may be prepared by the Council or Designee(s) of the Chief of Police as a direct result of these meetings will be in writing. Copies shall be submitted to the Chief of Police and the President of the Council.

### **Section 45.2 Disabling Defects**

No employee shall be required to use any equipment that has been designated by both the Council and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected. When an assigned department vehicle is believed to have a disabling defect or may be in violation of applicable statutes, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

## **ARTICLE 46 – TECHNOLOGY**

The employer agrees that any technological equipment, including but not limited to: automatic vehicle location system (AVL), global positioning sensor (GPS), in-car recording/video system, employee worn body camera, etc., will not be reviewed or monitored for the sole purpose of initiating disciplinary action or employee evaluations.

## **ARTICLE 47 - IMPASSE RESOLUTION**

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 Illinois Compiled Statutes 315/14, as revised from time to time). The parties agree to sit down and negotiate any matters which impact on wages, hours or working conditions that occur during the term of this Agreement.

## **ARTICLE 48 - ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations that preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreement arrived at by the parties after the exercise of that rights and opportunity are set forth in this Agreement, including the respective exhibits and letters of understanding, and constitute the whole and entire agreement between the parties. This Agreement shall not be revised or amended unless by mutual agreement of the parties. The Employer and the Labor Council, for the duration of the Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

## ARTICLE 49 - TERM OF AGREEMENT

The parties agree that the term of the Agreement will commence on May 1, 2023 and shall continue in full effect until December 31, 2025. It shall be automatically renewed from year to year, thereafter, unless either party notifies the other in writing at least sixty (60) days prior to December 31, 2025, or the anniversary date of such yearly extension, of a desire to amend it. This Agreement may be reopened at any time, if agreed to in writing by both parties, and in such event, negotiations will begin immediately. In the event of a request to amend this Agreement as set forth above, negotiations shall begin not later than thirty (30) days prior to said anniversary date. If negotiations for a successor Agreement have not been completed by the expiration date of the Agreement, this Agreement shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_ day of September 2023.

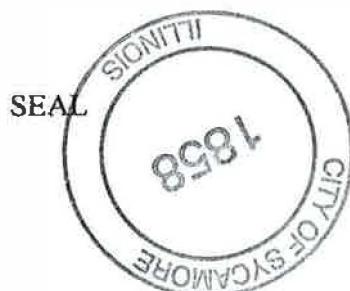
CITY OF SYCAMORE:

  
Steve Braser 10-23-23  
Mayor

  
Michael Hall 10-23-23  
City Manager

ATTEST:

  
Mark Kalk 10/23/23  
City Clerk



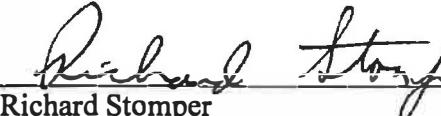
ILLINOIS FRATERNAL ORDER  
OF POLICE LABOR COUNCIL:

  
Mike Eide 10/09/2023  
Bargaining Team Chairman

  
Justin Kness 10/09/2023  
Bargaining Team Member

  
John Keacher 10/10/2023  
Bargaining Team Member

  
Alex Morfin 10/09/2023  
Bargaining Team Member

  
Richard Stomper 10/18/23  
IL Fraternal Order of Police Labor Council  
Field Representative

## **APPENDIX "A"**

### **Section 1 Police Officer**

The annual base pay for the position of patrol officer and sergeant in the City of Sycamore's Police Department shall be paid biweekly except where otherwise specified in this Agreement and shall conform with the attached Appendix "A" Wage Schedule.

All new hires shall start at Step 1 for their classification, with the exception that the City shall start an Illinois certified police officer at the Wage Step corresponding to the total service time employed as a full-time police officer in Illinois, not to exceed step 5. This language applies to wages only.

Certified Officers hired after October 1, 2020, shall receive one year of continuous service credit for their previous service when calculating vacation allowance, which credit shall continue to accumulate with continuous service with the City of Sycamore.

The language in this section applies to wages and vacation allowance only.

Members hired after October 1, 2020, will be required to reimburse the City on a pro-rata daily basis for any ballistic vests paid for by the City and any educational costs paid by the City of Sycamore (excluding housing and travel) associated with the basic police training academy to achieve certified officer status if the employee chooses to terminate employment within three-years of his/her date of hire.

The language of this section permitting the hiring of lateral transfers up to step 5 shall be able to be implemented by the City upon ratification by both parties.

### **Section 2 Investigators Pay**

Investigators shall receive one (1) hour of straight time for every day on-call Monday through Friday; two (2) hours of straight time pay for each Saturday and/or Sunday; and two (2) hours of straight time pay for each Holiday that falls on a Monday through Friday.

### **Section 3 Sergeants Pay**

Sergeants shall receive additional compensation as outlined in Appendix A in the wage schedule and shall maintain the differential.

### **Section 4 Training Officer Pay**

Bargaining unit Members serving as Field Training Officers shall receive additional compensation above their regular hourly rate of pay for all hours worked in their training capacity as defined in the Wage Schedule in Appendix A.

### **Section 5 Officer-in-Charge Pay**

Whenever a Police Officer is assigned as Officer-in-Charge, he or she shall be paid additional compensation equal to the difference between the Officers hourly rate and the rate of Sergeants. In no circumstance should an Officer's hourly or overtime rate-of-pay exceed the respective rate-of-pay for a Sergeant.

## **APPENDIX A-WAGE SCHEDULE**

May 1, 2023 to Dec 31, 2023

3.00%	1	2	3	4	5	6	7
Officer	70,786.11	74,628.02	78,688.54	82,980.08	87,515.81	92,309.63	97,376.24
Sgt	Add 16.9% to Step 7		113,832.82				
FTO	Add 8.5% to base pay for each hour of of special assignment						

Jan 1, 2024 to Dec 31, 2024

3.00%	1	2	3	4	5	6	7
Officer	72,909.70	76,866.87	81,049.20	85,469.49	90,141.29	95,078.92	100,297.53
Sgt	Add 16.9% to Step 7		117,247.81				
FTO	Add 8.5% to base pay for each hour of of special assignment						

Jan 1, 2025 to Dec 31, 2025

3.00%	1	2	3	4	5	6	7
Officer	75,097.00	79,172.88	83,480.68	88,033.58	92,845.53	97,931.29	103,306.46
Sgt	Add 16.9% to Step 7		120,765.25				
FTO	Add 8.5% to base pay for each hour of of special assignment						

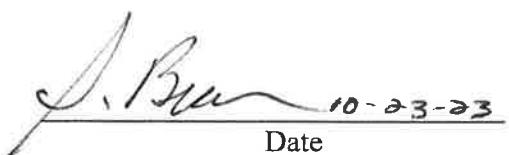
## MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement between the City of Sycamore, Illinois (City) and the Illinois Fraternal Order of Police Labor Council (Union) and effective in accordance with the duration of the collective bargaining agreement expiring on December 31, 2025. The City and the Union hereby agree as follows pertaining to the workday and workweek of the current Detection K9 Handler:

1. The workday for the patrol Detection K9 Handler shall be ten (10) consecutive hours. The normal two (2) week work period for the Detection K9 Handler shall consist of eight (8) ten (10) hour shifts with no more than four (4) regularly scheduled consecutive days of work and no less than two (2) regularly scheduled consecutive days off, reflected in the following pay period schedule: 4 off, 4 on, 2 off, 4 on, etc., starting with the Saturday at the beginning of the pay period.
2. Detection K9 training will be conducted by the Detection K9 Handler during regular normal workday, but may be scheduled during off-duty hours at the mutual agreement of the Detection K9 Handler and their supervisor, provided those hours are flexed against regularly scheduled work hours within the same pay period, where feasible.
3. If the current Detection K9 handler leaves the position, if a second K9 be acquired by the City, or if other operational needs as determined by the Chief of Police arise, then either the City or the Union may request to meet and discuss scheduling of the Detection K9 Handler.
4. This memorandum may be extended by mutual agreement of the parties.

AGREED:

CITY OF SYCAMORE:



10-23-23  
Date

ILLINOIS  
FRATERNAL ORDER OF POLICE  
LABOR COUNCIL:



10/18/23  
Date

