

# ILLINOIS FOP LABOR COUNCIL

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and

## CITY OF STERLING

Patrol Officers



FRATERNAL  
ORDER

May 1, 2016 – April 30, 2020

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: [www.fop.org](http://www.fop.org)

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## Table of Contents

ARTICLE I PREAMBLE .....	5
ARTICLE 2 RECOGNITION .....	5
Section 2.1 Recognition.....	5
Section 2.2 Union's Duty of Fair Representation.....	5
ARTICLE 3 MANAGEMENT RIGHTS .....	5
ARTICLE 4 NON-DISCRIMINATION .....	6
ARTICLE 5 RULES AND REGULATIONS .....	6
Section 5.1 Compliance .....	6
Section 5.2 Copies of Rules.....	6
ARTICLE 6 DISCIPLINE AND DISCHARGE .....	6
ARTICLE 7 MISCELLANEOUS PROVISIONS .....	7
Section 7.1 Bulletin Board Space .....	7
Section 7.2 Printing and Supply Agreement.....	7
Section 7.3 Parking .....	7
Section 7.4 Educational Incentive .....	7
Section 7.5 Gender .....	8
Section 7.6 Fitness Examinations .....	8
Section 7.7 Training .....	8
Section 7.8 Outside Employment .....	8
Section 7.9 Mileage Allowance .....	8
Section 7.10 No Solicitation of Local Businesses .....	9
Section 7.11 Board of Fire and Police Commissioners .....	9
Section 7.12 Employee Reimbursement .....	9
Section 7.13 Lateral Hire.....	10
ARTICLE 8 EMPLOYEE INFORMATION .....	10
Section 8.1 Employee Status .....	10
Section 8.2 Personnel Files.....	10
ARTICLE 9 LABOR MANAGEMENT/SAFETY AND HEALTH.....	11
ARTICLE 10 CITY RULES AND REGULATIONS .....	11
ARTICLE 11 WAGES AND COMPENSATION .....	11
Section 11.1 Wage Schedule .....	<b>Error! Bookmark not defined.</b>
Section 11.2 Step Increments .....	11
Section 11.3 Compensation at Resignation/Retirement/Separation.....	12
Section 11.4 Night Shift Premium Pay .....	12
Section 11.5 Detective/Youth Officer Premium Pay .....	12
Section 11.6 Specialty Pay .....	12
Section 11.7 FTO.....	13
Section 11.8 K-9 Officers .....	13
Section 11.9 On-Call Pay .....	13
ARTICLE 12 SENIORITY .....	14
Section 12.1 Definition of Seniority .....	14
Section 12.2 Loss of Seniority .....	14
Section 12.3 Personnel Reduction .....	14
Section 12.4 Effects of Layoff.....	15
Section 12.5 Acting Positions.....	15
ARTICLE 13 HOURS OF WORK.....	15
Section 13.1 Application of Article .....	15
Section 13.2 Work Schedule.....	15
Section 13.3 Changes in Regular Work Day or Regular Work Schedule .....	15
ARTICLE 14 OVERTIME.....	16
Section 14.1 Overtime .....	16
Section 14.2 Court Time.....	17
Section 14.3 Compensatory Time.....	17

Section 14.4 Required Overtime .....	17
Section 14.5 No Pyramiding .....	17
Section 14.6 Parades .....	17
Section 14.7 Holiday Compensatory Time .....	18
ARTICLE 15 LEAVES OF ABSENCE .....	18
Section 15.1 Sick Leave .....	18
Section 15.2 Usage of Sick Leave .....	18
Section 15.3 On-the-Job Injuries .....	19
Section 15.4 Jury Duty .....	19
Section 15.5 Military Duty .....	19
Section 15.6 Family and Medical Leave .....	19
Section 15.7 Bereavement Leave.....	19
ARTICLE 16 HOLIDAYS .....	19
Section 16.1 Holiday Pay .....	19
Section 16.2 Personal Days .....	20
ARTICLE 17 VACATIONS .....	20
Section 17.1 Accrual.....	20
Section 17.2 Accumulation.....	21
Section 17.3 Usage .....	21
ARTICLE 18 CLOTHING AND EQUIPMENT .....	22
Section 18.1 Basic Issue .....	22
Section 18.2 Replacement .....	22
Section 18.3.Detectives Clothing Allowance .....	23
Section 18.4 Task Force Officer Clothing Allowance .....	23
ARTICLE 19 HEALTH, LIFE AND DENTAL INSURANCE .....	23
Section 19.1 Health Insurance .....	23
Section 19.2 Dental Insurance .....	24
Section 19.3 Eligibility .....	24
Section 19.4 Life Insurance .....	24
Section 19.5 Cost Containment .....	24
Section 19.6 Terms Of Policies To Govern .....	24
Section 19.7 Sick Leave Conversion .....	25
ARTICLE 20 GRIEVANCE PROCEDURE.....	25
Section 20.1 Definition .....	25
Section 20.2 Procedure, Steps and Time Limits .....	25
Section 20.3 Arbitration.....	26
Section 20.4 Authority of the Arbitrator .....	26
Section 20.5 Expenses of Arbitration .....	27
Section 20.6 Limitation Periods.....	27
Section 20.7 Miscellaneous .....	27
Section 20.8 Settlements .....	27
ARTICLE 21 NO STRIKE-NO LOCKOUT.....	27
Section 21.1 No Strike .....	27
Section 21.2 Responsibility of Union .....	28
Section 21.3 Responsibility of Union Stewards .....	28
Section 21.4 No Lockout .....	28
ARTICLE 22 PROBATIONARY PERIOD .....	28
ARTICLE 23 DRUG AND ALCOHOL POLICY .....	29
Section 23.1 General Policy Regarding Drugs and Alcohol .....	<b>Error! Bookmark not defined.</b>
Section 23.2 Definitions .....	29
Section 23.3 Prohibitions.....	30
Section 23.4 The Administration of Tests .....	30
Section 23.5 Conduct of Tests .....	31
Section 23.6 Drug Testing Standards .....	33
Section 23.7 Discipline .....	33
Section 23.8 Voluntary Treatment.....	34

Section 23.9 Confidentiality of Test Results .....	34
ARTICLE 24 SAFETY AND HEALTH.....	34
Section 24.1 General Statement.....	34
ARTICLE 25 MISCELLANEOUS BENEFITS.....	35
Section 25.1 Detective Squad Cars.....	35
Section 25.2 Light Duty.....	35
Section 25.3 Trading Shifts .....	35
Section 25.4 Donating Leave Time .....	36
<del>Section 25.5 Rides to Work.....</del>	<del>36</del>
ARTICLE 26 UNION SECURITY .....	36
Section 26.1 Dues Check-Off.....	36
Section 26.2 Fair Share.....	37
Section 26.3 Union Indemnification.....	37
ARTICLE 27 UNION BUSINESS.....	38
ARTICLE 28 SAVINGS CLAUSE.....	38
ARTICLE 29 ENTIRE AGREEMENT.....	38
ARTICLE 30 DURATION OF AGREEMENT .....	38
<del>Section 30.1 Termination in 2016.....</del>	<del>Error! Bookmark not defined.</del>
APPENDIX A SALARY SCHEDULE.....	40
APPENDIX B DUES AUTHORIZATION FORM .....	41
APPENDIX C GRIEVANCE FORM.....	42
<del>MEMORANDUM OF UNDERSTANDING OVERTIME .....</del>	<del>44</del>
<del>MEMORANDUM OF UNDERSTANDING PROBATIONARY EMPLOYEES.....</del>	<del>45</del>
MEMORANDUM OF UNDERSTANDING PATROL WORK SCHEDULE.....	46

## **ARTICLE I PREAMBLE**

This AGREEMENT entered into by the City of Sterling, Illinois (hereinafter referred to as the "Employer"), and the ~~Policeman's Benevolent Labor Committee~~ **Illinois Fraternal Order of Police Labor Council** (hereinafter referred to as "Union" **or "Labor Council"**), has as its purpose the promotion of harmonious and mutually beneficial working and economic relations between the Employer and the Union; the establishment of equitable and peaceful procedures for resolution of any misunderstanding of differences which may arise; and to set forth herein the entire agreement between the parties.

## **ARTICLE 2 RECOGNITION**

### **Section 2.1 Recognition**

The Employer recognizes the ~~Policeman's Benevolent Labor Committee~~ **Illinois Fraternal Order of Police Labor Council** as the sole and exclusive bargaining agent **by the Illinois Labor Relations Board Case No. S-RC-17-004 September 8, 2016** with respect to wages, hours and other conditions of employment for all full-time peace officers in the rank of patrol officer employed by the City of Sterling Police Department and excluding the Chief of Police; all sworn officers above the rank of patrol officer including all lieutenants and sergeants as supervisory personnel; all non-sworn civilian employees; all other employees of the City of Sterling and all supervisory, confidential and managerial employees as defined by the Act.

### **Section 2.2 Union's Duty of Fair Representation**

The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit. The Union further agrees to indemnify and hold harmless the City from any and all liability, including monetary damages, which result from any failure on the part of the Union to fulfill its duty of fair representation.

## **ARTICLE 3 MANAGEMENT RIGHTS**

Except as specifically modified by other articles of this Agreement, the Union recognizes the City's exclusive right to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to establish specialty positions and to select personnel to fill them; to schedule and assign work; to transfer employees; to determine work hours, including shift hours; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to subcontract or contract out goods and/or services; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to make, alter and enforce rules, regulations, orders and policies; to evaluate

employees; to determine, change or eliminate existing methods, facilities, equipment (including weapons and ammunition) or facilities; and to carry out the mission of the City. The City may take any and all actions as may be necessary to carry out the mission of the City and Police Department in situations of civil emergency (including but not limited to riots, tornados, civil disorder and floods) as may be declared by the Mayor, the City Manager, Police Chief or their authorized designees, which actions may include the temporary suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and provided that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

#### **ARTICLE 4 NON-DISCRIMINATION**

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the City by federal or state statutory or common law, administrative rule or regulation, executive order, or disposition of any lawsuit to which the City is a party, (including any action necessary to comply with the Americans with Disabilities Act) then such legal obligations or affirmative action requirements thus imposed shall be controlling.

**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.**

#### **ARTICLE 5 RULES AND REGULATIONS**

##### **Section 5.1 Compliance**

The Union and the City agree that its members shall comply with reasonable Rules and Regulations as they may be promulgated from time to time by the Department and which are currently in full force and effect and not in conflict with the provisions of this Agreement.

##### **Section 5.2 Copies of Rules**

Employees shall be furnished with copies of current Police Department Rules and Regulations. A copy of Rules and Regulations, the Board of Fire and Police Commissioners Act, Standard Operating Procedures and the City Ordinance shall be where employees can refer to them at reasonable times during normal office hours. The employee may obtain a copy during the day and return it the next day.

#### **ARTICLE 6 DISCIPLINE AND DISCHARGE**

~~The parties agree that all disciplinary matters shall continue to be subject to the authority and jurisdiction of the City of Sterling Board of Fire and Police. Accordingly, the parties agree that the sole recourse for the approval and review of discipline shall be with the Board of Fire and Police Commissioners and shall not be subject to the grievance and arbitration procedures set forth in~~  
**At the election of the non-probationary covered member, unpaid suspensions and discharges may be appealed either through the Labor Agreement's Article 20 Grievance Procedure or the Sterling Board of Fire and Police Commissioners, but not both**

~~this Agreement.~~ Pursuant to Section 15 of the IPLRA and 65 ILCS 10 2.1-17, the parties have negotiated an alternative procedure for non-probationary covered members consistent with the grievance and arbitration provisions of this Labor Agreement. The Chief of Police is hereby granted sole authority to impose disciplinary action up to and including discharge for just cause upon covered members of the Police Department. Neither the Police Chief or the City, or their agents will file charges asking the Sterling Board of Fire and Police Commissioners to review, process or impose discipline on any non-probationary covered member unless such covered member chooses the Sterling Board of Fire and Police Commissioners for the appeal. If such covered member selects the Grievance Procedure for the appeal, the grievance shall be submitted at Step 3 within ten (10) calendar days of the receipt of the written decision of the Police Chief to impose an unpaid suspension or discharge. No appeal shall be available from the Board of Fire and Police Commissioners with respect to any matter appealed through Article 20, Grievance Procedure and no appeal shall be available through the Grievance Procedure with respect to any matter appealed to the Board of Fire and Police Commissioners. Once the covered member selects in writing which appeal process the covered member will utilize, the other option is no longer available to the covered member

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

### **Section 7.1 Bulletin Board Space**

The Union may erect its own bulletin board in the Police Station of the City of Sterling, in a designated spot approved by the Chief. Said bulletin Board shall be used solely for the purpose of non-political, non-inflammatory. Union notices and information.

### **Section 7.2 Printing and Supply Agreement**

One copy of this Agreement shall be supplied to each member of the bargaining unit by the Employer within thirty (30) working days after execution of the Agreement.

### **Section 7.3 Parking**

Subject to availability, the City will make a good faith effort to provide off-street parking to on-duty employees.

### **Section 7.4 Educational Incentive**

Beginning May 1, 2001, an employee who possesses either an associate or bachelor degree from an accredited college or university shall receive one of the following lump sum payments in July of any calendar year provided that the employee both notifies the Chief of Police or his designee that he has the degree and the employee actually obtains the degree prior to January 1 of the calendar year for which the employee seeks compensation. An employee may not receive compensation during any calendar year for more than one degree pursuant to this Section. The Chief may require proof of the degree.

<u>Degree</u>	<u>Lump Sum Payment</u>
Associate Effective 5/1/04	\$300.00
Bachelor Effective 5/1/04	\$550.00

**Section 7.5 Gender**

Whenever a male gender is used in this Agreement it shall be construed to include both male and female employees.

**Section 7.6 Fitness Examinations**

If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Employer may require, at its expense, to the extent not covered by insurance, that the employee have an examination by a qualified and licensed medical professional selected by the Employer. If it is determined that the employee is not fit for duty, the Employer may place the employee on sick leave or an unpaid medical leave, if the employee has exhausted all of his sick leave.

**Section 7.7 Training**

If an employee is authorized by the Chief or his designee to attend training outside a ten (10) mile radius from the City of Sterling City Hall, the employee will be reimbursed for expenses authorized by the Chief or his designee in accordance with City policy. For example, because Sauk Valley Community College is within a ten (10) mile radius from City Hall, expenses to attend training/school at Sauk Valley Community College would not be reimbursed.

**Section 7.8 Outside Employment**

Outside employment is any employment in addition to the employee's regular full-time job with the City Police Department, including self-employment. A regular full-time employee may engage in outside employment with the prior approval of the Chief. No outside employment will be permitted if it is anticipated that such outside employment will interfere with the performance of the employee's job or create a conflict of interest. Approval for outside employment may be revoked for the same reasons. Prior to beginning employment and annually thereafter in January, the employee must fill out the appropriate "Request for Authorization of Outside Employment" form.

**Section 7.9 Mileage Allowance**

Employees authorized by the Chief or his designee to use their private automobiles for Police Department business or training outside a ten (10) mile radius from the City of Sterling City Hall, shall be compensated for mileage in accordance with City Policy. For example, because Sauk Valley Community College is within a ten (10) mile radius from City Hall, employees will not receive mileage for travel to those locations.



### **Section 7.10 No Solicitation of Local Businesses**

The Union agrees that bargaining unit employees will not solicit for and that the Union or its employees will not identify itself/themselves as affiliated with the City of Sterling if it/they solicit merchants, businesses, residents or citizens located within the City of Sterling for contributions, donations or to purchase advertising in any Union or Union-related publication or associate membership in the Union or any Union-related organization without the prior written approval of the City Manager.

### **Section 7.11 Board of Fire and Police Commissioners**

Except as provided herein, any matter or issue subject to the jurisdiction of the City of Sterling Board of Fire and Police Commissioners shall not be subject to the grievance and arbitration procedures set forth in this Agreement, **except for matters of disciplinary actions as expressly outlined herein. At the election of the non-probationary covered member, unpaid suspensions and discharges may be appealed through the Labor Agreement's Article 20 Grievance Procedure or the Sterling Board of Fire and Police Commissioners, but not both. Pursuant to Section 15 of the IPLRA and 65 ILCS 10 2.1-17, the parties have negotiated an alternative procedure consistent with the grievance and arbitration provisions of this Labor Agreement. The Chief of Police is hereby granted sole authority to impose discipline up to and including discharge for just cause upon non-probationary covered members of the Police Department who are members of the bargaining unit. Neither the Police Chief nor the City, or their agents will file charges asking the Sterling Board of Fire and Police Commissioners to review, process or impose discipline on any covered member unless the covered member chooses the Sterling Board of Fire and Police Commissioners for the appeal. If the covered member selects the Grievance Procedure for the appeal, the grievance shall be submitted at Step 3 within ten (10) calendar days of the receipt of the written decision of the Police Chief to impose an unpaid suspension or discharge. No appeal shall be available from the Board of Fire and Police Commissioners with respect to any matter appealed through Article 20, Grievance Procedure and no appeal shall be available through the Grievance Procedure with respect to any matter appealed to the Board of Fire and Police Commissioners. Once the covered member selects in writing which appeal process the covered member will utilize, the other option is no longer available to the affected covered member.**

### **Section 7.12 Employee Reimbursement**

If an employee leaves the employment of the City for reasons other than a disability pension, layoff or termination within four (4) years of completing basic law enforcement training paid for in whole or in part by the City, then the employee shall reimburse the City for the full cost of such training, including tuition, books, lodging and travel expenses. The employee shall reimburse the City according to the following schedule:

Years of Employment	Percentage Reimbursement
1	100%
2	80%
3	60%
4	40%

The employee shall also reimburse the City for the full cost of body armor if the employee leaves the employment of the City for reasons other than a disability pension, **layoff**, or termination within four (4) years of completing the basic law enforcement training period in whole or in part by the City. The employee shall retain said body armor. The obligation to reimburse the City shall begin upon enrollment in the basic law enforcement training. The employee will be deemed to have agreed to such reimbursement and to have such reimbursement withheld from his or her final paycheck. If such withholding is insufficient to cover the full cost of reimbursement, then the City may pursue further reimbursement by any lawful means.

**Section 7.13 Lateral Hire**

The City, at its discretion, may hire an employee with previous experience who has completed basic training at up to the ~~2nd~~ **4<sup>th</sup>** Step of the salary schedule.

**ARTICLE 8 EMPLOYEE INFORMATION**

**Section 8.1 Employee Status**

The Employer shall once a year submit to the Union written notice of the name, job title and effective date of actions involving bargaining unit employees as follows:

1. Appointment of new employees;
2. Promotions;
3. Transfer;
4. Terminations; and
5. Authorized leaves of absence of six (6) months or more

**Section 8.2 Personnel Files**

Employee personnel files shall be viewed and administered in accordance with the Illinois Personnel Records Act, 820 ILCS 40/1.

## **ARTICLE 9 LABOR MANAGEMENT/SAFETY AND HEALTH**

There shall be a Labor Management Committee consisting of the Union President and two (2) members chosen by the Union; and the Police Chief and two (2) management members chosen by the Employer. The Committee may meet at the request of either party to discuss matters of mutual concern. Items to be included on the agenda for the Labor/Management meetings shall be submitted at least seven (7) calendar days in advance of the scheduled date of the meeting. The Committee shall have the authority to make recommendations to the Union and the Employer. **At the request of either the Union or the Employer, an individual who may be helpful in the discussion of an agenda item may attend the meeting.**

## **ARTICLE 10 CITY RULES AND REGULATIONS**

With the exception of economic provisions, the City personnel policy and administrative codes shall apply to employees in the bargaining unit unless they conflict with the express provisions of this Agreement. Whenever new policies are promulgated by the City, the new policies shall be posted thirty (30) days prior to taking effect.

## **ARTICLE 11 WAGES AND COMPENSATION**

- **Retro-Activity on all hours paid from 05-01-16 and continuing**

### **Section 11.1 Wage Schedule**

Effective May 1, 2016, employees shall be paid the annual salaries for each of the steps according to the salary schedule set forth in Appendix A.

Effective May 1, 2017, employees shall be paid the annual salaries for each of the steps according to the salary schedule set forth in Appendix A.

Effective May 1, 2018, employees shall be paid the annual salaries for each of the steps according to the salary schedule set forth in Appendix A.

Effective May 1, 2019, employees shall be paid the annual salaries for each of the steps according to the salary schedule set forth in Appendix A.

### **Section 11.2 Step Increments**

**Effective May 1, 2016 and continuing each** fiscal year **2016-2017, 2017-2018, 2018-2019 and 2019-2020**, employees **per Appendix A** shall be eligible for horizontal advancement from one step of the salary schedule to the next on the employee's merit date, with the exception of the last step, Step R. Employees are not eligible for advancement to the last step, Step S until completing twenty (20) years of service. In order to be advanced one step on the salary schedule, including advancement to the last step, Step S, an employee must receive a satisfactory evaluation during the prior evaluation period. ~~During fiscal years 2013-2014, 2014-2015, and 2015-2016,~~ During the fiscal years **2016-2017, 2017-2018, 2018-2019 and 2019-2020**, employees who receive an outstanding performance evaluation during the prior evaluation period may be eligible for

advancement of one additional step on the salary schedule on the employee's merit date. at the sole discretion of the Chief and City Manager. This provision shall be inapplicable to advancement to the last step, Step S (~~Step S beginning May 1, 2014~~) The merit date for employees ~~hired after May 1, 1996~~, shall be the employee's date of hire.

### **Section 11.3 Compensation at Resignation/Retirement**

An employee who resigns, ~~or~~ retires, **is laid-off, or separates employment with the City of Sterling for any reason** shall be compensated at his regular straight time hourly rate of pay for his accumulated compensatory time, compensable holiday time and vacation time earned through the date of his resignation, ~~or~~ retirement, **layoff or separation from employment.**

### **Section 11.4 Night Shift Premium Pay**

An employee shall receive \$.20 per hour in addition to his regular straight time hourly rate set forth in Appendix A ~~B or C~~ (~~whichever is~~ **for the** applicable **year**) for each full hour worked as part of his regular schedule between 7:00 p.m. and 7:00 a.m.

### **Section 11.5 Detective/Youth Officer Premium Pay**

An employee assigned, at the Chiefs sole discretion, as a detective or youth officer to the detective bureau, shall receive an annual lump sum payment of ~~\$400 during fiscal year 2006-2007; \$450 beginning fiscal year 2007-2008; and \$500 beginning fiscal year 2008-2009.~~ The employee shall receive the first payment after completing one (1) continuous year in the assignment and receive the lump sum payment annually thereafter upon the completion of each continuous year in the assignment. If the employee's assignment is terminated prior to the completion of a continuous year, the employee shall receive a ~~pro-rata~~ **prorated** lump sum payment.

### **Section 11.6 Specialty Pay**

An employee assigned, at the Chiefs sole discretion, as either a D.A.R.E. Officer, N.O.P. Officer, School Liaison Officer or Task Force Officer shall receive an annual lump sum payment as set forth below:

May 1, 2008	\$400.00
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The employee shall receive the first payment after completing one (1) continuous year in the assignment and a lump sum payment annually thereafter upon the completion of each continuous year in the assignment. If the employee's assignment is terminated prior to the completion of a continuous year, the employee shall receive a pro-rated lump sum payment. The payments under this Section are in lieu of any other compensation or time off under any other contract, provision, ordinance, rule or general order.

## **Section 11.7 FTO**

~~Officers designated as FTO's by the Department shall receive nine (9) hours of compensatory time for each documented and approved complete workweek of training.~~ Effective May 1, 2007, officers designated as **FTO's** by the Department shall have the option of receiving either nine (9) hours of compensatory time or receiving \$110.00 in cash compensation for each documented and approved complete workweek of training.

## **Section 11.8 K-9 Officers**

~~All officers designated as K-9 officers by the Department and who are currently working with a dog and take the dog home shall be allowed five (5) hours per week in addition to their regular shift schedule to perform the following duties relative to their assigned dog: exercising, grooming, feeding, training, trips to the veterinarian (routine and emergency), procuring food and supplies, cleaning dog's kennel or other place where the dog is kept and cleaning up after the dog. If these canine care activities exceed the above referenced time allotted, the officer shall submit a daily log identifying the activities engaged in, the time at which they took place and the duration of the activities to his supervisor by the end of the shift immediately following that week. Said time shall be paid at a straight time rate and shall be the exclusive compensation paid to the K-9 officers.~~ Effective May 1, 2007, all officers designated as K-9 officers by the Department and who are currently working with a dog and take the dog home shall be allowed five (5) hours per week or \$127 per pay period payable at the end of each completed pay period, in addition to their regular shift schedule to perform the following duties relative to their assigned dog: exercising, grooming, feeding, training, trips to the veterinarian (routine and emergency), procuring food and supplies, cleaning dog's kennel or other place where the dog is kept and cleaning up after the dog. If these canine care activities exceed the above-referenced time allotted, the officer shall submit a daily log identifying the activities engaged in, the time at which they took place and the duration of the activities to his supervisor by the end of the shift immediately following that week. Said time shall be paid at a straight time rate and shall be the exclusive compensation paid to the K-9 officers.

## **Section 11.9 On-Call Pay**

~~Detectives who are required to be on-call on their off-duty hours shall receive two (2) hours compensatory time for every workweek spent on on-call status as compensation for being on-call. In lieu of the compensatory time, a detective may receive an annual lump sum payment of \$400 to compensate the employee for each calendar year of being on-call. Effective May 1, 2004, detectives who are required to be on-call on their off-duty hours shall receive an annual lump sum payment of \$600 to compensate the detective for each calendar year of being on-call. (The compensatory time option shall not exist.)~~ Effective May 1, 2007, detectives who are required to be on-call on their off-duty hours shall receive an annual lump sum payment of \$900 to compensate the detective for each calendar year of being on-call. ~~(The compensatory time option shall not exist).~~ A detective who begins the assignment (and on-call status) after the beginning of the calendar year shall receive a pro-rational lump sum payment to be based upon the number of months served in the assignment (and on-call status).

A detective must request the lump sum payment after July 1 and prior to December 31st of each calendar year. A detective whose assignment as a detective (and to on-call status) terminates prior to the end of the calendar year must reimburse the City in proportion of the number of months remaining in the calendar year which he is not assigned as a detective (and to on-call status) for which he has received payment.

## **ARTICLE 12 SENIORITY**

### **Section 12.1 Definition of Seniority**

Seniority shall be determined by continuous service as a Police Officer in the Sterling Police Department, City of Sterling, calculated from the date of most recent hire in the Department. Continuous service, to the extent permitted by law, shall be broken, and the seniority date adjusted by layoff, disability pension, suspension of thirty (30) days or more or unpaid leaves of absence of ten (10) working days or more. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the Board of Fire & Police Commission eligibility list. Employees returning from layoff, disability pension, suspension of thirty (30) **calendar** days or more or unpaid leaves of absence of ten (10) working days or more will retain seniority only as permitted by law.

### **Section 12.2 Loss of Seniority**

Seniority and the employment relationship shall be terminated if an employee:

- Quits
- Is discharged.
- Is absent from work three (3) consecutive shifts without notification to and approval of the Employer, unless the employee is unable to return **for reasons acceptable to the Employer** and **notifies** the Employer;
- Is laid off for a period of more than one (1) year or fails to report to work within ten (10) working days after having been recalled from furlough;
- Fails to immediately report for work at the termination of a leave of absence, **unless the employee is unable to return for reasons acceptable to the Employer and notifies the Employer;**
- While on leave of absence for personal or health reasons, accepts other employment.
- If the employee retires.
- If the employee is injured on or off-the-job and unable to perform the essential functions of his position for a period of more than twelve (12) months.

### **Section 12.3 Personnel Reduction**

The City, in its discretion, shall determine whether layoffs are necessary. In case of a personnel reduction, the Employer shall follow the procedures set forth by Illinois statute (65 ILCS 5/10 - 2.1-1 et seq.) and as administered by the Board of Police and Fire Commission Rules and Regulations. Employees who are laid off shall be placed on a recall list for a period of one (1) year. Employees will be recalled in the inverse order that they were laid off.

### **Section 12.4 Effects of Layoff**

During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the City:

1. An employee shall be paid for any earned but unused vacation days, **accumulated compensatory time, and compensable holiday time;**
2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage;
3. If an employee is recalled, the amount of accumulated, non-compensated sick leave days that the employee had as of the effective date of the layoff shall be restored; **and**
4. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

### **Section 12.5 Acting Positions**

Effective May 1, 2004, when a police officer is specifically assigned by the City as a "designated Officer-In-Charge", the officer shall be paid for a minimum of fifteen (15) minutes at the regular straight-time hourly rate of pay of an entry level sergeant (as set forth on Appendix A ~~B or C~~ respectively), **which provides a salary increase of at least six (6%) percent greater than that of any position that the Officer supervises.** Additional acting time shall be paid in fifteen (15) minute increments. In order to be eligible for said payment, the officer must be expressly requested to and actually assume all the responsibilities of the higher rank and be accountable for his actions while working in the higher rank. The Shift Commander will determine which officer shall be assigned as a "designated officer-in-charge" from those officers determined by the Chief or his designee to be qualified to be assigned as a "designated officer-in-charge".

## **ARTICLE 13 HOURS OF WORK**

### **Section 13.1 Application of Article**

This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle and nothing contained herein shall be construed to preclude the City from restructuring the normal workday or workweek.

### **Section 13.2 Work Schedule**

Except as provided elsewhere in this Agreement, the regular work schedule shall consist of not more than one hundred sixty-five (165) hours in a twenty-eight (28) day work period. The regular work day shall consist of eight (8) hours (plus a fifteen-minute briefing period for patrol). The regular work schedule for patrol shall consist of a minimum of three **(3)** shifts.

### **Section 13.3 Changes in Regular Work Day or Regular Work Schedule**

The department patrol work schedule shall be identified and made available to employees annually. After the schedule is posted, the patrol schedule will only be changed due to an

emergency or demonstrated operational need to establish a departmental schedule departing from the regular workday, regular work schedule or the regular work cycle. The City will provide thirty (30) **calendar** days' notice of any proposed change in the regular workday, work schedule or work cycle, absent an emergency. Upon request of the Union, within seven (7) calendar days, the City will provide the Union an opportunity to discuss and provide alternatives and input about the proposed changes before determining to implement any such change. Such changes shall be for duration of the emergency or operational need. Employees shall have an opportunity to express a preference for shifts by seniority. The Chief shall have the final decision on shift assignments taking into consideration the qualifications, certification and training of the employees, experience levels, operational needs and seniority. A work schedule indicating the employees' normal shifts, work days and hours of work shall be made available to all employees semi-annually. Should it be necessary in the City's judgment, after the schedule is posted, to change the shift, schedule or days off of an individual employee or employees due to an emergency or operational need, the City will give as much notice as practicable to all employees affected by such change. Such changes shall not be made for arbitrary or capricious reasons. If the Chief of Police or his designee transfers an officer from one job assignment to another, when such transfer results in a change of shift or days off, the Chief or his designee will, absent emergency, give the affected employee(s) seven (7) days' notice of such change. Nothing contained herein precludes the parties from utilizing the Labor Management Committee to identify alternative work schedules to pilot.

## **ARTICLE 14 OVERTIME**

### **Section 14.1 Overtime**

(a) Employees shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all hours actually worked in excess of the employee's regular work schedule of one hundred sixty-five (165) hours worked in any given twenty-eight (28) day period. Overtime rates are calculated by dividing the annual rate (see ~~Exhibits A B and C~~ **Appendix A** attached hereto) by 2080 and multiplying the resulting hourly rate by one point five (1.5). Overtime shall be paid in fifteen (15) minute increments. **The City shall attempt to equalize overtime opportunities for shift vacancies (of which the Chief or designee has at least three (3) hours' notice prior to the beginning of the shift on which the vacancy exists) among employees who are qualified and normally perform the work. Overtime for special events which is posted in advance of the event shall be awarded to the most senior officer(s) who sign(s) up for the overtime. In the event that no officers accept or volunteer for the aforementioned overtime, the Chief or designee may assign the overtime from a rotating seniority forced overtime system. If an officer establishes that they were denied an overtime opportunity to which the officer was entitled, the officer shall receive the next overtime opportunity for which the officer is qualified in order to restore the balance. The obligation to attempt to equalize overtime or award overtime on the basis of seniority shall not be applicable to the following:**

- **shift vacancies of which the Department has less than three (3) hours' notice prior to the beginning of the shift on which the vacancy exists;**
- **special details; (defined as being less than ninety-six (96) hours 'advance notice)**
- **officers in the (FTC) Program; or**



- **Overtime for the designated-Officer-In-Charge position**

(b) Hours worked shall include hours paid as sick leave, vacation, personal days and holidays

### **Section 14.2 Court Time**

~~An employee required to appear in court, in the performance of his official duties (on a matter in which the officer has no personal interest) outside his normal hours of work, shall be paid at one and one-half (1-1/2) times his regular straight time hourly rate of pay for one hour or the actual hours spent in court, whichever is greater. Effective May 1, 2001,~~ An employee required to appear in court in the performance of his official duties (on a matter in which the officer has no personal interest) outside his normal hours of work shall be paid at one and one-half (1-1/2) times his regular straight-time hourly rate of pay for two (2) hours or the actual hours spent in court, whichever is greater. Employees are required to call the state's attorney's office prior to leaving for court to ensure that the employee's appearance in court is still necessary.

### **Section 14.3 Compensatory Time**

Employees, at their option, may elect to receive overtime pay or compensatory time for all overtime hours worked, until the employee has accumulated eighty (80) hours or more of compensatory time. If the employee has accumulated eighty (80) hours of compensatory time, the employee shall be eligible for overtime pay in accordance with Section 1. Compensatory time may be taken in one (1) hour increments and only with the approval of the Chief or his designee. ~~Effective April 30, 2015 and~~ Each April 30<sup>th</sup> thereafter, employees shall be eligible to request payment for accumulated compensatory time up to a maximum of eighty (80) hours annually. The employee must request payment for compensatory time no later than the pay period prior to the employee's anniversary date.

### **Section 14.4 Required Overtime**

The Chief of Police or his designee shall have the right to require overtime work and officers may not refuse overtime assignments.

### **Section 14.5 No Pyramiding**

Compensation shall not be paid at more than one rate of pay or more than once for the same hours under any provisions of this Agreement.

### **Section 14.6 Parades**

An officer required to work a parade outside of his normal hours of work will be compensated at one and one-half (1-1/2) times his regular straight hourly rate of pay for two (2) hours or the actual hours worked, whichever is greater.

## **Section 14.7 Holiday Compensatory Time**

The parties recognize the difficulties imposed on the community and the administrative services rendered by the Police Department by holidays being taken as time off and paid for. Therefore, employees assigned to the detective and administrative bureaus will be entitled to forty (40) hours of compensatory time in accordance with the past practice of the Employer. This includes employees assigned as Detectives, School Resource Officer and DARE Officer.

## **ARTICLE 15 LEAVES OF ABSENCE**

### **Section 15.1 Sick Leave**

Sick leave shall accumulate at the rate of eight (8) hours per complete month ~~worked~~ **paid**. The total sick leave accumulation for each employee shall be unlimited. The employee may be allowed to use sick leave **in one (1) hour increments.** ~~at a rate of four (4) hours at a time~~

### **Section 15.2 Usage of Sick Leave**

An employee eligible for sick leave with pay may use sick leave for a death in the employee's immediate family; for illness or doctor's appointments affecting the employee, the employee's spouse, children and parents (provided the employee's personal attendance is required), or for other family members who live with the employee in the same household. Sick leave for any purpose other than the employee's own illness or injury shall be limited to ~~forty (40)~~ **forty-eight (48)** working hours unless it falls within the provisions of the City's Family and Medical Leave Act. "Immediate Family" is defined as the employee's spouse, children, **step-children, foster children,** mother or father, grandparents, **stepparent, grandchildren, step-grandchildren,** mother-in-law, father-in-law, brothers or sisters. It also includes other relatives who reside permanently with the employee. In the event an employee is unable to work due to illness or injury as provided above, the employee must notify the on-duty Shift Commander prior to the start of his scheduled shift. The failure to provide such notification shall result in the employee being off without pay and/or disciplinary action, up to and including discharge. The City of Sterling reserves the right to have all sick leave absences verified by the employee's medical doctor or other health practitioner, at the employee's expense. Where the Employer suspects there is a sick leave abuse, an employee, at the request of the Employer, shall confirm absences by a medical doctor or other health practitioner. ~~at the employee's expense.~~ (A specific absence previously verified by medical documentation shall not be considered in determining that a pattern of sick leave usage exists.) The Employer may also require, at its discretion, that an employee submit to an examination with a physician of the Employer's choice, at the Employer's expense. An employee shall provide the Employer with accurate information concerning the reason for sick leave usage, and cooperate fully with the Employer in connection with any inquiries or medical examination. If an employee does not supply such statement, documentation or if the statement/documentation is not deemed satisfactory, the request for sick leave shall be denied and the time off shall be without pay. The Union and the City mutually discourage the abuse of sick leave. Abuse of sick leave shall subject the employee to disciplinary action, up to and including discharge.

### **Section 15.3 On-the-Job Injuries**

Any employee absent from work due to a work related injury shall be compensated pursuant to 5 ILCS 345/1, as it may from time to time be amended.

### **Section 15.4 Jury Duty**

An employee required to be available for jury selection or service during his regularly scheduled working hours shall receive his regular straight time pay for such time that would have been worked but for such jury participation, upon receipt of the entire sum paid for jury service, which payment the employee shall remit to the City. An employee released from jury duty shall return to work immediately upon said release.

### **Section 15.5 Military Duty**

Military leave shall be granted to employees in accordance with applicable state and federal law as it may from time to time be amended, **including but not limited to the Public Employee Armed Services Rights Act, 5 ILCS 330/10 or as amended. The Local Government Employees Benefits Continuation Act, 50 ILCS 140 or as amended; and the Illinois Family Military Leave Act, 820 ILCS 151/1 et seq. or as amended.**

### **Section 15.6 Family and Medical Leave**

The parties agree that the Employer may adopt policies to implement the Family and Medical Leave Act, in accordance with what is legally permissible under the Act. Any action pursuant to the City's Family and Medical Leave Policy shall be subject to the appeal process set forth therein and not the grievance and arbitration provision of this Agreement.

### **Section 15.7 Bereavement Leave**

An employee may be given three (3) consecutive days off without loss of regular straight time pay in the event of a death in his immediate family. **The Officer may be granted nonconsecutive days off with the approval of the Chief of Police.** The employee shall be paid for all regularly scheduled workdays in that three (3) **day** period generally beginning with the date of death. Immediate family shall be defined as in Section 15.2. In order to qualify for pay, the employee must attend the funeral **or memorial service.** Where the time provided herein coincides with time off, there will be no pay for those hours or days. The Chief of Police must approve all bereavement leave requests and may at his discretion allow additional unpaid leave or use of accrued benefit time

## **ARTICLE 16 HOLIDAYS**

### **Section 16.1 Holiday Pay**

~~A full-time employee shall receive, in lieu of holidays, an annual lump sum payment equal to four point seventy five percent (4.75%) of his regular base wage as compensation for working holidays. Effective May 1, 2001, a full-time employee shall receive, in lieu of holidays, an~~

~~annual lump sum payment equal to five percent (5%) of his regular base wage as compensation for working holidays.~~ Effective May 1, 2008, a full-time employee shall receive, in lieu of holidays, an annual lump sum payment equal to five and one-half percent (5 1/2%) of his base wage as compensation for working holidays. An employee must request the lump sum payment after July 1st and prior to December 31st. An employee who leaves the employ of the City after receiving his annual holiday compensation for the year must reimburse the City in proportion to the number of months remaining in the calendar year that he is not employed for which payment has been made.

**Section 16.2 Personal Days**

Employees shall receive two (2) personal days per calendar year. Effective May 1, 2015, employees assigned to the Patrol shift or another position that is regularly scheduled to work a twelve (12) hour shift shall receive an additional two (2) personal days per calendar year. All personal days shall be taken in one (1) day increments. Personal days not used during the calendar year may not be carried over into the next calendar year or be exchanged for monetary payment. Usage of personal days is subject to the approval of the Chief of Police or his designee. During the first year of employment, an employee shall be entitled to personal days in the following pro rata amount: an employee hired prior to March 1 will receive two (2) personal days; an employee hired between March 1 and July 31 will receive one (1) personal day; an employee hired on August 1 or after will receive no personal days. **Employees who are not assigned to a twelve (12) hour shift will effective May 1, 2017 receive three (3) personal days per calendar year. The City also agrees to an additional eight (8) hours of personal time each year to any Officer making a “Fair Share” contribution to the United Way Campaign.**

**ARTICLE 17 VACATIONS**

**Section 17.1 Accrual**

~~Employees shall receive vacation allowances on their anniversary dates based upon completed years of continuous service as follows:~~

<u>Continuous Years of Service</u>	<u>Working Days Per Year</u>
<del>Less than 1</del>	<del>0</del>
<del>One (1)</del>	<del>10</del>
<del>Two (2)</del>	<del>11</del>
<del>Three (3)</del>	<del>12</del>
<del>Four (4)</del>	<del>13</del>
<del>Five (5)</del>	<del>14</del>
<del>Six (6)</del>	<del>15</del>
<del>Seven (7)</del>	<del>16</del>
<del>Eight (8)</del>	<del>17</del>

<del>Nine (9)</del>	<del>18</del>
<del>Ten (10)</del>	<del>19</del>
<del>Eleven (11)</del>	<del>20</del>

Effective May 1, 2001 employees shall receive vacation allowances on their anniversary dates based upon completed years of continuous service as follows:

<u>Continuous Years of Service</u>	<u>Working Days Per Year/Hours Per Year</u>
Less than 1	0
One (1)	10/80
Two (2)	11/88
Three (3)	12/96
Four (4)	13/104
Five (5)	14/112
Six (6)	15/120
Seven (7)	16/128
Eight (8)	17/136
Nine (9)	18/144
Ten (10)	19/152
Eleven (11)	20/160
Fifteen (15)	21/168
Twenty (20)	22/176

### **Section 17.2 Accumulation**

Normally, vacation earned in one year shall be used during the following year of service. However, employees shall be allowed to carry over up to ~~thirty (30) vacation days~~ **two hundred-forty (240) hours** from one anniversary year to the next.

### **Section 17.3 Usage**

Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference being made **based** on ~~the basis of~~ an employee's length of continuous service. However, it is expressly understood that the final right to designate all vacation periods and the maximum number of employee(s) who may be on vacation at any time is reserved exclusively to the Chief of Police or his designee. Vacation time may be taken in four (4) hour increments and is subject to the approval of the Chief of Police or his designee. In no case, shall an employee be allowed to schedule more than twenty (20) consecutive days of vacation.

## **ARTICLE 18 CLOTHING AND EQUIPMENT**

### **Section 18.1 Basic Issue**

Employees shall be issued the following uniform and equipment items if employees are required to wear/utilize them:

- 1 jacket
- 3 shirts (winter)
- 3 shirts (summer)
- 3 pair trousers
- 1 necktie
- 1 baseball cap
- 1 hat winter
- 1 raincoat
- 1 belt for trousers
- 1 Sam Brown Belt (nylon)
- 1 holster (nylon)
- 1 handcuff case (nylon)
- 1 magazine pouch (nylon)
- 1 pair handcuffs and S/N
- 3 magazines
- 50 rounds of service ammunition
- 1 duty weapon and S/N
- 1 capstun
- 2 breast badges
- 1 hat badge
- 1 tie bar
- 2 name tags
- 4 belt keepers (nylon)
- 1 riot helmet
- 1 whistle
- 1 pair boots (rubber pull on)
- 1 pair shoes
- 1 pair med. armor gloves
- 1 reflector vest
- 1 pair summer shorts, if requested
- 1 summer shirt, if requested
- 1 summer hat
- 1 vest

Provided, however, the Chief of Police or his designee shall have the right to determine the uniform and equipment to be utilized and shall have the right to discontinue and/or modify said uniform/equipment. Employees shall wear bullet-proof vests at all times while on duty.

Employees are responsible for cleaning and maintenance of their uniforms and shall maintain a professional appearance at all times. When an employee terminates employment for any reason, the employee shall return all uniforms/equipment to the Chief of Police or his designee.

### **Section 18.2 Replacement**

Replacement of uniforms and equipment will be on an as needed basis as determined by the Chief of Police or his designee and subject to the approval of the Chief of Police or his designee. Used uniforms/equipment must be returned to obtain replacement items, unless approved otherwise by the Chief or his designee. Employees shall be responsible for replacement or repair of vests that are in need of replacement based upon circumstances within the control of the employee (e.g., weight gain or loss, avoidable damage or loss by the officer, etc.).

### **Section 18.3 Detectives Clothing Allowance**

Officers designated as detectives by the Department shall receive clothing allowance of six hundred dollars (\$600.00) per year. Officers will be required to turn receipts into the Department in order to be reimbursed. The clothing allowance must be utilized during the fiscal year or it will be lost. An employee who leaves the employment of the City during the fiscal year after receiving his clothing allowance shall reimburse the City in proportion to the number of months remaining in the fiscal year that he is not employed. Employees are responsible for cleaning and maintenance of their uniforms and shall maintain a professional appearance at all times.

### **Section 18.4 Task Force Officer Clothing Allowance**

An officer designated as a task force officer by the Department shall receive clothing allowance of two hundred fifty dollars (\$250.00) per year. Officers will be required to turn receipts into the Department in order to be reimbursed. The clothing allowance must be utilized during the fiscal year or it will be lost. An employee who leaves the employment of the City during the fiscal year after receiving his clothing allowance shall reimburse the City in proportion to the number of months remaining in the fiscal year that he is not employed. Employees are responsible for cleaning and maintenance of their uniforms and shall maintain a professional appearance at all times.

## **ARTICLE 19 HEALTH, LIFE AND DENTAL INSURANCE**

### **Section 19.1 Health Insurance**

The Employer will make available health insurance to the employee and his dependents. The City reserves the right to change insurance carriers, to self-insure or to participate in an HMO or FPO as it deems appropriate as long as the benefits remain relatively similar to those in effect on the effective date of this Agreement. ~~Effective March 1, 1996, employees shall pay, through payroll deduction, 50% of any health insurance premium increase or \$15 per month, whichever is less, for the cost of employee and dependent health insurance coverage. Effective May 1, 2006, employees electing health insurance coverage shall pay, through payroll deduction, the following contributions toward the cost of either employee or family health insurance coverage, whichever is applicable.~~

	<u>Employee</u>	<u>Family</u>
May 1, 2008	\$40.00	\$150.00

~~Effective April 30, 2010, employees electing health insurance coverage shall pay, through payroll deduction, 15% of the applicable health insurance premium for the cost of either employee or family health insurance coverage.~~ Effective April 30, 2011, employees electing health insurance coverage shall pay, through payroll deduction, **twenty percent** (20%) of the applicable health **monthly** insurance premium for the cost of either employee or family health insurance coverage.

### **Section 19.2 Dental Insurance**

The City will make available dental insurance to the employee and his dependents. The City reserves the right to change insurance carriers, or to self-insure as it deems appropriate. Dental insurance is provided to employees at no cost to the employee. If the employee selects dependent dental insurance coverage, said employee shall be responsible for the cost of said dependent coverage through payroll deduction.

### **Section 19.3 Eligibility**

A full-time employee is eligible to enroll in the City's insurance plans ninety (90) days after ~~his~~ date of hire.

### **Section 19.4 Life Insurance**

Employees shall be eligible for life insurance coverage consistent with the coverage provided other City employees.

### **Section 19.5 Cost Containment**

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

### **Section 19.6 Terms Of Policies To Govern**

The extent of coverage under the insurance policies shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedures set forth in this Agreement.



### **Section 19.7 Sick Leave Conversion**

During the term of this Agreement, at such time as an employee retires or dies, accrued sick leave may be converted to extend group health insurance coverage which shall be the same coverage available to bargaining unit employees. The cost of said extended coverage will be paid by the City based on a conversion of one (1) month coverage for every twenty (20) accrued sick leave days. In the event that the employee dies while in the service of the City, the employee's spouse may use his sick leave to extend health insurance coverage for up to six (6) additional months, in accordance with the formula identified above.

## **ARTICLE 20 GRIEVANCE PROCEDURE**

### **Section 20.1 Definition**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps: For the purpose of this Agreement, a grievance is any dispute or difference of opinion raised by an employee against the Employer involving the meaning, interpretation or application of the express provisions of this Agreement or any dispute or difference of opinion raised by the Union, acting on behalf of itself or any group of employees, involving actions of the Employer, or the interpretation or application of the Agreement, directly affecting more than one employee or the Union itself ("Class Grievances"). Class Grievances shall be initiated at Step 3.

### **Section 20.2 Procedure, Steps and Time Limits**

Step 1: Any bargaining unit employee (with or without representation) may file a grievance in writing, **on the form attached hereto as Appendix C**, with the employee's Sergeant within ten (10) business days of the date of the (first) occurrence of the event giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The Sergeant shall then attempt to adjust the matter and shall respond to the employee within ten (10) business days with a **written** ~~solution or a~~ response. The written grievance shall be signed and shall set forth all relevant facts, the provisions of the Agreement allegedly violated and a requested remedy. Within ten (10) business days of receiving a grievance, the City will notify the Union in writing that a grievance has been filed, by whom the grievance was filed and the section of the agreement which is being grieved.

Step 2: If the grievance remains unsettled at Step 1, the employee (with or without representation) may appeal the grievance to the employee's Lieutenant within ten (10) business days of the Step 1 **written** response or the date the Step 1 **written** response was due. The Lieutenant shall then attempt to adjust the matter and shall respond to the employee within ten (10) business days with a ~~solution or a~~ **written** response.

Step 3: If the grievance remains unsettled in Step 2, the employee (with or without representation) may appeal the grievance to the Police Chief within ten (10) business days of the Step 2 **written** response or the date the Step 2 **written** response was due. The Chief or his designee shall meet and discuss the grievance, within ten (10) business days of receipt of the

Notice of Appeal, with the employee and authorized Union representative, if requested, at a time mutually acceptable to the parties. If no settlement is reached, the Chief or his designee shall give the employee a written answer within ten (10) business days following their meeting **to the grievant**.

Step 4: If the grievance remains unresolved at Step 3, within ten (10) business days after the ~~reply~~ **written response** of the Chief or his designee, or within ten (10) business days of the date the ~~reply~~ **written response** was due, the employee (with or without representation) may refer the grievance to the City Manager who shall meet and confer with the employee and authorized Union representative, ~~if requested~~, within ten (10) business days and give his **written** response within ten (10) business days of their meeting.

Step 5: If the parties are unable to resolve the grievance at Step 4, then the Union, within ten (10) business days of the Step 4 **written** response, or date the Step 4 **written** response was due, **only the Labor Council** may request that the matter be submitted to binding arbitration in accordance with Section **20.3** herein.

### **Section 20.3 Arbitration**

The Employer and the Union shall obtain a list of seven (7) arbitrators from Federal Mediation and Conciliation Service **who are members of the National Academy of Arbitrators and who reside in Illinois, Wisconsin or Iowa** to be requested by either, or both parties. Both the Employer and the Union shall have the right to each strike a panel received from the Federal Mediation and Conciliation Service. The grieving party shall strike ~~three (3)~~ **one (1)** name; then the ~~Employer~~ **other party** shall strike ~~three (3)~~ **one (1)** name **and so on**. The remaining person shall be designated as the arbitrator.

### **Section 20.4 Authority of the Arbitrator**

The parties agree that grievance arbitration hearings held pursuant to this procedure may be expedited. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of 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 as submitted in writing at Step 1 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 contrary to or inconsistent with, in any way, applicable laws or rules and regulations of administrative bodies (excluding administrative bodies of the City of Sterling) that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Employer under law and applicable court decisions. The arbitrator shall submit in writing his decision to the Employer and to the Union within thirty (30) days following the close of hearing(s) or submission of briefs, whichever is later, unless the parties agree to an extension thereof. Subject to the arbitrator's compliance with the provisions of this Section, the decision of the arbitrator shall be final and binding upon the Employer, Union and affected employees.

### **Section 20.5 Expenses of Arbitration**

The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensation of its own representatives and witnesses. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. The cost of a transcript shall be equally shared if the necessity of a transcript is mutually agreed upon between the parties.

### **Section 20.6 Limitation Periods**

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days of the first occurrence of the event giving rise to the grievance or within (10) business days after the employee **or Labor Council**, through the use of reasonable diligence could have obtained knowledge of the (first) occurrence of the event giving rise to the grievance. If the Union or employee fails to comply with the limitation period set forth herein, then the grievance shall be treated as settled on the basis of the Employer's last response. Should the Employer fail to follow the limitation period, or not respond as set forth herein, then the aggrieved employee may elect to treat the grievance as denied and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits as set forth in this Article. "Business day" shall be defined as any day or portion thereof on which the City Administrative offices are open to the public for carrying on substantially all of the City functions (e.g., normally Monday - Friday, 8:00 a.m., - 5:00 p.m., excluding City holidays).

### **Section 20.7 Miscellaneous**

No member of the bargaining unit who is serving in any acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

### **Section 20.8 Settlements**

Within ten (10) business days of a grievance being settled, either for or against, the City shall supply the grievant and the Union with a written detail of the settlement. **Only the FOP Labor Council and City may settle the grievance at any step. Such settlement shall be set forth in writing and signed by authorized representatives of the parties.**

## **ARTICLE 21 NO STRIKE-NO LOCKOUT**

### **Section 21.1 No Strike**

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, stoppage of work, refusal to perform overtime, abnormal and unapproved enforcement

procedures or policies or work to the rule situation, mass absenteeism, refusal to cross a picket line or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. In such event, only the issue of whether the employee(s) engaged in the prohibited conduct shall be subject to the grievance and arbitration procedure set forth in this Agreement.

### **Section 21.2 Responsibility of Union**

Should any activity proscribed in Section **21.1** of this Article occur, which the Union has or has not sanctioned, the Union shall immediately notify the employees, including written notification, stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately.

### **Section 21.3 Responsibility of Union Stewards**

All employees covered by this Agreement who hold a position of steward, or other position of authority and trust in the Union, occupy a position of special trust and responsibility in maintaining and bringing about compliance with this Agreement, including the responsibility to remain at work during any activity proscribed in Section **21.1** of this Article and to encourage any such employees to return to work.

### **Section 21.4 No Lockout**

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

## **ARTICLE 22 PROBATIONARY PERIOD**

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twelve (12) months of work; provided, however, for new employees who have not previously been certified by the Illinois State Training Board, the probationary period shall commence from the date of their certification. During this probationary period, the employee shall have no seniority rights under this Agreement and may be reprimanded, suspended, laid off, demoted or terminated at the sole discretion of the Employer without recourse to the grievance procedure. All new employees shall be subject to all other provisions of this Agreement except insurance which takes effect ninety (90) days after the employee's initial appointment. Upon satisfactory completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his most recent date of hire with the Employer. **Probationary employees who have been released into Phase III of the Department's Field Training Program (commonly called "Solo Patrol") will be eligible for overtime rotation with placement in rotation to be determined by the probationary officer's length of continuous service from his most recent date of hire with the Employer.**

## ARTICLE 23 DRUG AND ALCOHOL POLICY

### Section 23.1 General Policy Regarding Drugs and Alcohol

The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Police Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol abuse. In the interest of employing persons who are fully fit and capable of performing their jobs, 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, to implement the general policy regarding drugs and alcohol.

### Section 23.2 Definitions

A. "Drugs" shall mean any controlled substance listed in (720 ILCS 550/1 et seq. and 720 ILCS 570/100 et seq.), known as the Controlled Substances Act, for which the person tested does not submit a valid predated prescription. Thus, the term "drugs" includes both abused prescription medications and illegal drugs. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act, but which have adverse effects on perception, judgment, memory or coordination. A partial listing of drugs covered by this Policy are:

Opium	Methaqualone	Psilocybin-Psiloecin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

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

C. "Positive Test Results" shall mean a positive result on both a confirming test and initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in Section 6.

D. "The term "**D**rug **A**buse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

### **Section 23.3 Prohibitions**

Police Officers shall be prohibited from:

1. Consuming or possessing alcohol at any time during working hours on any of the Employer's premises or job sites, including the Employer's buildings, properties, vehicles and the employee's personal vehicle or while engaged in the business of the Employer.
2. Possessing, using, selling, purchasing or delivering any illegal drug during the workday or when off duty.
3. Being under the influence of alcohol or illegal drugs during the course of the workday.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs that they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge, except when said violation is an express and authorized requirement of the officer's job assignment.

### **Section 23.4 The Administration of Tests**

#### **A. Informing Employees Regarding Drug Testing:**

All employees will be fully informed in writing; of the Employer's drug testing policy before testing is administered. In addition, the Employer will inform the employees under what conditions the tests will be conducted, when the test will be conducted, what the test can determine, and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested until this information is provided to him.

#### **B. When a Test May Be Compelled:**

1. Random Testing - Random testing can occur on any scheduled work day, when employees have an equal statistical chance of being selected for testing
2. Reasonable Suspicion - Where there is a reasonable suspicion to suspect that an employee is under the influence of drugs or alcohol or is impaired while on duty, that employee may be required to report for drug and alcohol testing. When a supervisor has reasonable suspicion to suspect that an employee is impaired or under the influence of drugs or alcohol, that supervisor shall have the Police Chief, or his designee, confirm that suspicion. If the suspicion is confirmed, the Police Department shall arrange for the drug or alcohol test at a time of the Chiefs, or his designee's, discretion. **Before the employee submits to testing authorized by this Agreement, the Employer shall provide the employee written notice of the order, setting forth objective facts, reasonable suspicions and reasonable inferences drawn from those facts, reasonable suspicions and inferences which formed the basis of the order to test.** Refusal of an employee to comply with the order for a drug/alcohol screening or tampering with/substituting the urine sample will be considered as a refusal of a direct order and will be cause for discharge.

3. Other - It is understood that a drug test may be required under the following conditions

- a. When an employee has been arrested, indicted or under administrative investigation for conduct involving illegal drug related activity on or off duty;
- b. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
- c. When an employee is involved in an accident or a major incident, such as a shooting, an injury to an arrestee(s) or citizen(s) or where there is a suspicion of use of excessive force;
- d. When an employee is observed displaying symptoms of impairment or being under the influence of drugs or alcohol while on duty, such as irritation or inconsistent behavior.
- e. When an employee is assigned to a departmental drug enforcement group or when an employee is assigned primarily to drug enforcement.

~~C. Reasonable Suspicion Standard:~~

~~Reasonable suspicion exists if objective facts and circumstances warrant rational inferences that a person is using and/or is impaired due to being under the influence of alcohol or controlled substances. Reasonable suspicion will be based upon the following:~~

- ~~1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substances;~~
- ~~2. Information provided by an identifiable, reliable and credible source(s) of which is independently corroborated.~~

C. Order to Submit to Testing:

Within a reasonable period of time 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 influences to be drawn from those facts which form the basis for the order to test. A refusal to submit to such testing shall subject the employee to discharge. When testing is ordered, the employee will be relieved of duty and placed on leave with pay pending the receipt of results.

**Section 23.5 Conduct of Tests**

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

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the ~~National Institute of Drug Abuse (NIDA)~~; **Substance Abuse and Mental Health Services Administration (SAMHSA)**

- B. Ensure that the laboratory or facility selected conforms to all ~~NIDA~~ **SAMHSA** standards;
- C. Use tamper proof containers, have a chain of custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to the Union at any time. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such result available to the Union upon request. All testing shall be by chemical analysis of a urine sample by gas chromatography/mass spectrometry (GC/MS). At the time of a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.
- D. Collect a sufficient sample of the same body fluid or material from a police officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- E. Collect samples in such 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 suspicion that the employee has attempted to compromise the accuracy of the testing procedure;
- F. Confirm any sample that test positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- G. Provide the employee with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing that has or is capable of being accredited by the ~~National Institute of Drug Abuse (NIDA)~~, **Substance Abuse and Mental Health Services Administration (SAMHSA)** at the employee's own expense;
- H. Require that with regard to alcohol testing, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- I. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- J. Ensure that no employee is subject to any adverse employment action during the pendency of any testing procedure except emergency temporary reassignment with pay. Any such emergency reassignment shall be immediately discontinued in the event of a



negative test result, and all records of the testing procedure will be expunged from the employee's personnel files;

- K. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial and confirmatory tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understanding expressed herein, the Employer shall not use such information in any manner or forum adverse to the employee's interest.

**Section 23.6 Drug Testing Standards**

**A. Screening Test Standards:**

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	<u>Initial Test Level</u>
Marijuana Metabolites	100 ng/ml
Cocaine Metabolites	300 ng/m I
Opiate Metabolites	300 rig/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

**B. Confirmatory Test Standards:**

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented.

<u>Level</u>	<u>Confirmatory Test</u>
Marijuana Metabolites'	15 rig/riril
Cocaine Metabolites <sup>2</sup>	150 rig/rill
Opiates:	
Morphine	300 nWm1
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

**Section 23.7 Discipline**

Employees who test positive shall be subject to disciplinary action, up to and including discharge.

### **Section 23.8 Voluntary Treatment**

An employee may voluntarily enter into a chemical dependency program or other treatment program designed to provide care or treatment to employees in need of rehabilitation. The cost of said program(s), to the extent such treatment is not covered by the Employer group health insurance package, shall be borne solely by the employee. All information from that program shall remain confidential between the employee and the Employer and the rehabilitation agency. While undergoing rehabilitation, the employee shall be relieved of duty and shall utilize sick leave, personal leave and/or vacation leave. If the employee has exhausted all accumulated sick, personal and vacation leave, he may request to use his accumulated compensatory time and/or an unpaid leave of absence. While undergoing rehabilitation, the employee may continue to receive benefits in accordance with this Agreement. The employee, upon successful completion of the treatment program, must agree to random testing for a period of twelve (12) months and continue with any recommendations coming from the rehabilitation program as a condition of continued employment. The Employer will agree not to discipline any employee who, for the first time, voluntarily enters into a rehabilitation program if the employee has notified the Employer, unless the request follows the testing of an employee or circumstances identified in Section 23.4 C or D are present. Seeking assistance 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. Any subsequent entrance into a program, whether voluntarily or otherwise, may result in discipline up to and including discharge.

### **Section 23.9 Confidentiality of Test Results**

The results of drug and alcohol tests will be disclosed to the person tested, the Police Chief, the Personnel Director, other officials with a "need to know", those as may be mutually agreed to by the parties and to those individuals required/permitted by law. If the employee is represented by a Union and consents in writing, the test results may be disclosed to the Union. Any employee, whose drug/alcohol screen is confirmed positive, shall have an opportunity at the appropriate stage of the disciplinary process to refute said results. Where a grievance and/or other proceedings involving the drug testing information have been initiated by or on behalf of an employee, the drug testing information may be utilized in the proceeding.

## **ARTICLE 24 SAFETY AND HEALTH**

### **Section 24.1 General Statement**

Recognizing that the safety and health of the employees covered by this Agreement are the highest priorities of the parties, the parties agree to cooperate in order to obtain reasonable standards of safety and health within the budget constraints of the City.

## **ARTICLE 25 MISCELLANEOUS BENEFITS**

### **Section 25.1 Detective Squad Cars**

All employees designated by the Department as detectives who are assigned squad cars will be allowed to take their assigned squad cars home. Provided, however, the Chief of Police or his designee may require an employee to return his assigned squad car during any leave of absence, use of benefit time, disciplinary suspension or due to operational need. Said squad car is not to be used for personal business without the approval of the Police Chief or his designee. Failure to comply with this requirement shall result in the loss of the benefit and/or disciplinary action up to and including discharge.

### **Section 25.2 Light Duty**

The City may require an employee who is on a paid or unpaid medical leave of absence (including sick leave), or receiving workers' compensation benefits, to return to work in an available light duty assignment that the employee is qualified to perform, provided that the City's physician(s) has determined that the employee is able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury/condition and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within ninety (90) **d**ays. The terms and conditions of the light duty assignment shall be determined by the Police Chief or his designee. It is agreed that a light duty assignment need not necessarily be confined to the City Police Department. Provided, however, an employee assigned to light duty will receive his regular rate of pay for all hours worked and all benefits under this Agreement which may be prorated when light duty is scheduled on a less than full-time basis. Generally, a light duty assignment under this Section shall not exceed ninety (90) days. The City reserves the right to terminate any light duty assignment at an earlier time if the City's physician(s) determines that an employee is capable of returning to his normal job duties. If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within ninety (90) days, the City retains the right to terminate the employee's light duty assignment. Nothing herein shall be construed to require the City to create or maintain a light duty assignment for an employee. Employees will only be assigned light duty assignments when the City determines that the need exists and only as long as such need exists. Nothing in this Section shall ~~effect~~ **affect** the statutory rights of the Downstate Police Pension Fund in dealing with an employee on a disability pension.

### **Section 25.3 Trading Shifts**

Employees may be allowed to trade shifts subject to approval of Chief or his designee. Any hours worked in accordance with this provision shall be counted as hours worked by the employee originally scheduled to work.

## **Section 25.4 Donating Leave Time**

Donated sick leave is designed to provide a safety net against salary interruption for employees who have a non-work related catastrophic health condition or employees' immediate family members who are suffering a catastrophic health condition. Donations of sick leave hours by employees provide income to an affected employee who would otherwise be on unpaid leave. The purpose is not to provide unlimited sick leave for any medical reason. To be eligible to receive donated sick leave:

1. The employee must have exhausted all of his or her paid leave
2. The employee must complete a "Sick Leave Donation Application," FMLA request and medical verification of the illness or injury and return the forms to the Employee Benefits Coordinator. Illness, prognosis, and expected date to return to work must be attached to the application and signed by the eligible employee's primary medical doctor. If donations are being received due to serious illness or injury of persons other than the employee themselves, the same forms must be completed.
3. An employee must not have received donated leave in the past 6 months
4. Applications for donations will be reviewed by the Employee Benefits Coordinator to determine adherence to these guidelines.

Upon approval, the Employee Benefits Coordinator will notify employees of the opportunity to donate hours. Employees may not personally solicit the donation of sick leave on their own behalf or on behalf of another employee. Donations of sick leave must be made in eight (8) hour increments. Donors must retain a balance of **two hundred-forty** (240) hours in their banks. The pay levels of the two (**2**) employees shall not affect the transaction. All donated time will be transferred into the recipient's sick leave bank. Once donated time has been transferred to the eligible employee, neither the donor nor the eligible employee may revoke the transaction. Unused sick leave may not be returned to the donor but will remain in the eligible employee's sick leave bank. Transferred leave must be used in accordance with the applicable sick leave and FMLA provisions of collective bargaining agreements and City personnel policies. All donations are strictly voluntary and shall remain anonymous. No employee shall be coerced or financially induced into donating leave time.

## **Section 25.5 Rides to Work**

~~Sworn employees who reside within the corporate limits of the City of Sterling and who request it, shall receive rides to and from work except in an emergency or when operational need makes it impracticable. Officers notified that a ride will not be available are required to report to work in time for the briefing. Travel time to and from work shall not be considered hours worked.~~

## **ARTICLE 26 UNION SECURITY**

### **Section 26.1 Dues Check-Off**

While this Agreement is in effect, the City will deduct from each employee's paycheck, the uniform, regular monthly dues for each employee in the bargaining unit who has filed with the

City a voluntary, effective **Dues Check-Off authorization; Appendix B.** A member desiring to revoke the dues check-off may do so by written notice to the City at any time upon thirty (30) days' notice. The actual dues amount deducted, as determined by the Union shall be a uniform sum of money for each employee in order to ease the City's burden of administering this provision. If the employee has no earnings or insufficient earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each calendar year during the life of this Agreement. The Union will give the City ~~forty five (45)~~ **thirty (30)** days' notice of any such change in the amount of uniform dues to be deducted.

### **Section 26.2 Fair Share**

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the sixtieth (60th) day of their hire, also be required to pay a fair share fee as defined above. The City shall with respect to any employee in whose behalf the City has not received a written authorization as provided for above, deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

1. The Union has certified to the City that the affected employee has been delinquent in his obligations for at least thirty (30) days;
2. The Union has certified to the City that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;
3. The Union has certified to the City that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee.

### **Section 26.3 Union Indemnification**

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to

the employee any such amount and shall so notify the City at least five (5) days prior to the issuance of the next payroll check.

### **ARTICLE 27 UNION BUSINESS**

Local Union representatives may be allowed time off without pay or utilize accumulated benefit time, excluding sick leave, for legitimate Union business such as Union meetings or State or International conventions, provided such representative shall provide a minimum of fourteen (14) days' notice to his supervisor of such absence and if such time oft does not interfere with the operating needs of the Employer. **A grievant and a Union representative shall be permitted to attend the following meetings scheduled by the Employer during regular working hours of the employee without loss of straight time pay or benefits; grievances, investigatory and discipline meetings. No employee or Union representative shall leave his/her work to attend a meeting without the permission of the employee's supervisor.**

### **ARTICLE 28 SAVINGS CLAUSE**

If any provisions of this Agreement are subsequently held or declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statues, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. **In such event, the parties shall meet within thirty (30) days to begin negotiations with respect to the limited issue or issues of substitute provisions for those provisions or provision rendered or declared unlawful, invalid or unenforceable.**

### **ARTICLE 29 ENTIRE AGREEMENT**

This Agreement supersedes and cancels all prior practice and agreements, whether written or oral, unless expressly stated to the contrary herein. This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights under this Agreement, **but does not waive the Union's right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the City may consider changing in any way during the term of this Agreement.**

### **ARTICLE 30 DURATION OF AGREEMENT**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall be in full force and effect until 11:59 p.m. on the 30th day of April 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in



## APPENDIX A SALARY SCHEDULE

### 2.50% EFFECTIVE 5/1/16

	F	G	H	I	J	K	L	M	N, O, P, Q	R	S
<b>Annual</b>	<b>\$41,642.68</b>	<b>\$43,351.85</b>	<b>\$45,131.16</b>	<b>\$46,983.51</b>	<b>\$48,911.90</b>	<b>\$50,919.37</b>	<b>\$53,009.33</b>	<b>\$55,185.06</b>	<b>\$57,450.08</b>	<b>\$59,748.06</b>	<b>\$60,943.02</b>
Hourly (2080)	20.0205	20.8422	21.6977	22.5882	23.5153	24.4805	25.4853	26.5313	27.6202	28.7250	29.2995
Overtime	30.0308	31.2633	32.5466	33.8823	35.2730	36.7208	38.2280	39.7970	41.4303	43.0875	43.9493

	F	G	H	I	J	K	L	M	N, O, P, Q	R	S
<b>Annual</b>	<b>\$41,642.68</b>	<b>\$43,351.85</b>	<b>\$45,131.16</b>	<b>\$46,983.51</b>	<b>\$48,911.90</b>	<b>\$50,919.37</b>	<b>\$53,009.33</b>	<b>\$55,185.06</b>	<b>\$57,450.08</b>	<b>\$59,748.06</b>	<b>\$60,943.02</b>
Hourly (2184)	19.0672	19.8497	20.6645	21.5126	22.3956	23.3147	24.2717	25.2679	26.3050	27.3572	27.9043
Overtime	28.6008	29.7746	30.9968	32.2689	33.5934	34.9721	36.4076	37.9019	39.4575	41.0358	41.8565

### 2.00% EFFECTIVE 5/1/17

	F	G	H	I	J	K	L	M	N, O, P, Q	R	S
<b>Annual</b>	<b>\$42,475.53</b>	<b>\$44,218.89</b>	<b>\$46,033.78</b>	<b>\$47,923.18</b>	<b>\$49,890.14</b>	<b>\$51,937.76</b>	<b>\$54,069.52</b>	<b>\$56,288.76</b>	<b>\$58,599.08</b>	<b>\$60,943.02</b>	<b>\$62,161.88</b>
Hourly (2080)	20.4209	21.2591	22.1316	23.0400	23.9856	24.9701	25.9950	27.0619	28.1726	29.2995	29.8855
Overtime	30.6314	31.8887	33.1974	34.5600	35.9784	37.4552	38.9925	40.5929	42.2589	43.9493	44.8283

	F	G	H	I	J	K	L	M	N, O, P, Q	R	S
<b>Annual</b>	<b>\$42,475.53</b>	<b>\$44,218.89</b>	<b>\$46,033.78</b>	<b>\$47,923.18</b>	<b>\$49,890.14</b>	<b>\$51,937.76</b>	<b>\$54,069.52</b>	<b>\$56,288.76</b>	<b>\$58,599.08</b>	<b>\$60,943.02</b>	<b>\$62,161.88</b>
Hourly (2184)	19.4485	20.2467	21.0777	21.9428	22.8435	23.7810	24.7571	25.7732	26.8311	27.9043	28.4624
Overtime	29.1728	30.3701	31.6166	32.9142	34.2653	35.6715	37.1357	38.6598	40.2467	41.8565	42.6936

### 2.00% EFFECTIVE 5/1/18

	F	G	H	I	J	K	L	M	N, O, P, Q	R	S
<b>Annual</b>	<b>\$43,325.04</b>	<b>\$45,103.27</b>	<b>\$46,954.46</b>	<b>\$48,881.64</b>	<b>\$50,887.94</b>	<b>\$52,976.52</b>	<b>\$55,150.91</b>	<b>\$57,414.54</b>	<b>\$59,771.06</b>	<b>\$62,161.88</b>	<b>\$63,405.12</b>
Hourly (2080)	20.8293	21.6843	22.5743	23.5008	24.4654	25.4695	26.5149	27.6031	28.7361	29.8855	30.4832
Overtime	31.2440	32.5265	33.8615	35.2512	36.6981	38.2043	39.7724	41.4047	43.1042	44.8283	45.7248

	F	G	H	I	J	K	L	M	N, O, P, Q	R	S
<b>Annual</b>	<b>\$43,325.04</b>	<b>\$45,103.27</b>	<b>\$46,954.46</b>	<b>\$48,881.64</b>	<b>\$50,887.94</b>	<b>\$52,976.52</b>	<b>\$55,150.91</b>	<b>\$57,414.54</b>	<b>\$59,771.06</b>	<b>\$62,161.88</b>	<b>\$63,405.12</b>
Hourly (2184)	19.8375	20.6517	21.4993	22.3817	23.3003	24.2566	25.2522	26.2887	27.3677	28.4624	29.0316
Overtime	29.7563	30.9776	32.2490	33.5726	34.9505	36.3849	37.8783	39.4331	41.0516	42.6936	43.5474

### 2.00% EFFECTIVE 5/1/19

	F	G	H	I	J	K	L	M	N, O, P, Q	R	S
<b>Annual</b>	<b>\$44,191.54</b>	<b>\$46,005.34</b>	<b>\$47,893.55</b>	<b>\$49,859.27</b>	<b>\$51,905.70</b>	<b>\$54,036.05</b>	<b>\$56,253.93</b>	<b>\$58,562.83</b>	<b>\$60,966.48</b>	<b>\$63,405.12</b>	<b>\$64,673.22</b>
Hourly (2080)	21.2459	22.1180	23.0257	23.9708	24.9547	25.9789	27.0452	28.1552	29.3108	30.4832	31.0929
Overtime	31.8689	33.1770	34.5386	35.9562	37.4321	38.9684	40.5678	42.2328	43.9662	45.7248	46.6394

	F	G	H	I	J	K	L	M	N, O, P, Q	R	S
<b>Annual</b>	<b>\$44,191.54</b>	<b>\$46,005.34</b>	<b>\$47,893.55</b>	<b>\$49,859.27</b>	<b>\$51,905.70</b>	<b>\$54,036.05</b>	<b>\$56,253.93</b>	<b>\$58,562.83</b>	<b>\$60,966.48</b>	<b>\$63,405.12</b>	<b>\$64,673.22</b>
Hourly (2184)	20.2342	21.0647	21.9293	22.8293	23.7663	24.7418	25.7573	26.8145	27.9151	29.0316	29.6123
Overtime	30.3513	31.5971	32.8940	34.2440	35.6495	37.1127	38.6360	40.2218	41.8727	43.5474	44.4185



**APPENDIX B DUES AUTHORIZATION FORM**

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

I, \_\_\_\_\_, hereby authorize my Employer, the City of Sterling, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

-----  
**Employer, please remit all dues deductions to:**

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

(217) 698-9433

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



**APPENDIX C GRIEVANCE FORM**

(use additional sheets where necessary)

Date Filed: \_\_\_\_\_

Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

**STEP ONE**

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

Article(s)/Sections(s) violated: \_\_\_\_\_, and all applicable Articles.

Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

Lodge/Unit No. / Year / Grievance No.

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP FIVE**

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative



~~**MEMORANDUM OF UNDERSTANDING**~~  
~~**OVERTIME**~~

~~The City of Sterling ("City") and the Policemen's Benevolent Labor Committee ("Union") agree as follows:~~

~~The City shall attempt to equalize overtime opportunities for shift vacancies (of which the Chief or his designee has at least three (3) hours' notice prior to the beginning of the shift on which the vacancy exists) among employees who are qualified and normally perform the work. Overtime for special events which is posted in advance of the event shall be awarded to the most senior officer(s) who sign(s) up for the overtime. In the event that no officers accept or volunteer for the aforementioned overtime, the Chief or his designee may assign the overtime from a rotating seniority forced overtime system. If an officer establishes that he was denied an overtime opportunity to which he was entitled, the officer shall receive the next overtime opportunity for which he is qualified in order to restore the balance.~~

~~The obligation to attempt to equalize overtime or award overtime on the basis of seniority shall not be applicable to the following:~~

- ~~1. shift vacancies of which the Department has less than three (3) hours' notice prior to the beginning of the shift on which the vacancy exists;~~
- ~~2. special details;~~
- ~~3. officers in the FTC) Program; or~~
- ~~4. overtime for the designated officer in charge position.~~

~~This Memorandum of Understanding shall remain in effect until 11:59 p.m. on the 30th day of April 1, 2015.~~

~~CITY OF STERLING~~ \_\_\_\_\_ ~~POLICEMEN'S BENEVOLENT LABOR~~  
\_\_\_\_\_ ~~COMMITTEE~~

\_\_\_\_\_  
\_\_\_\_\_  
Mayor \_\_\_\_\_ Authorized Officer/President

\_\_\_\_\_  
\_\_\_\_\_  
Dated: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
City Clerk

~~**MEMORANDUM OF UNDERSTANDING  
PROBATIONARY EMPLOYEES**~~

~~The City of Sterling ("City") and the Policemen's Benevolent Labor Committee ("Union") agree as follows:~~

~~Probationary employees who have been released into Phase III of the department's Field Training Program (commonly called "Solo Patrol") will be eligible for overtime rotation with placement in rotation to be determined by the probationary officer's length of continuous service from his most recent date of hire with the employer.~~

~~This Memorandum of Understanding shall remain in effect until 11:59 p.m. on the 30th day of April, 2015~~

~~CITY OF STERLING \_\_\_\_\_ POLICEMEN'S BENEVOLENT LABOR  
\_\_\_\_\_ COMMITTEE~~

~~\_\_\_\_\_  
Mayor \_\_\_\_\_ Authorized Officer/President~~

~~\_\_\_\_\_  
Dated: \_\_\_\_\_ Dated: \_\_\_\_\_~~

~~ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
City Clerk~~

MEMORANDUM OF UNDERSTANDING  
PATROL WORK SCHEDULE

The City of Sterling and ~~Police~~men's Benevolent & Protective Association Labor Committee the Illinois Fraternal Order of Police, Labor Council agree as follows:

Notwithstanding the provisions of Article ~~XIII~~ **13**, Section 13.3, during the term of the ~~2015~~ **May 1, 2016—April 30, 2020** Labor Agreement, there shall be an additional trial period governing hours of work for patrol as follows:

1. During the trial period, the regular work day shall be twelve (12) hours of work to be determined by the Chief (See attached parameters for schedule).
2. At the conclusion of a one (1) year trial period, the work schedule will be evaluated by a Labor-Management Work Schedule Committee utilizing evaluation criteria developed by the Chief (hereinafter "Committee") (Committee composition to be discussed and included). (Chiefs criteria to be attached).
3. If, based upon the evaluation criteria, either the Committee or Chief recommends that the 12-hour work schedule continue in effect and the other does not have a dispute, the schedule will remain in effect for an additional six (6) month trial period. At the conclusion of this additional six (6)-month trial period, the schedule will again be evaluated by the Committee utilizing the above referenced evaluation criteria.
4. If either the Committee or the Chief recommends that the 12-hour work schedule be discontinued at the end of the initial year or after one (1) year and six (6) months if the 12-hour schedule is extended for that additional six (6) months, the combination eight (8) and 12-hour schedule that the officers previously worked will be re-implemented pending further discussions about the work schedule.
5. In the event there is no consensus on a work schedule,, the Chief retains the final right and authority per Article ~~XIII~~ **13** of the Labor Agreement to decide the schedule to be implemented as well as the initial twelve (12) hour work schedule, the combination 8/12-hour work schedule, whether to continue a schedule in effect or whether a new schedule will be implemented, and what schedule. Furthermore, the Chief retains the right based upon an emergency or demonstrated operational need as referenced in Section 13.3 to determine whether to modify an existing schedule.

**PARAMETERS FOR 12 HOUR SCHEDULE**

- Annual hours requirement at 2184.
- Staffing requirements must be met.
- Benefit time accrual same as current, except for personal day which will be equal to 12 hours.

- Employee must use benefit hours consistent with length of applicable work day.
- Hourly rate based upon current 2184.
- Overtime trigger — all hours worked outside the regular work schedule — regular work schedule includes briefing period.
- 28-day work period.
- Cost neutral.
- Other factors must be met (See attached).

### **PARAMETERS FOR MIXED 8/12 OR OTHER SCHEDULES**

- Same as above except annual hours at 2145 (including briefing period, if any) hourly rate based upon 2080 and personal day accrual at 8 hours.

### **SCHEDULE EVALUATION**

#### **PRODUCTIVITY**

- 1.A. The number of traffic citations, including DUI's, will remain constant or increase.
- 1.B. The number of adult arrests will remain constant or increase.

#### **ABSENTEEISM**

- 2. The number of hours of sick leave usage will not increase.

#### **FATIGUE**

- 3.A The number of preventable accidents in patrol will decrease.
- 3.B The number of duty related injuries will remain constant or decrease.
- 3.C Self-initiated activity during the shift at issue will remain constant or increase when compared to the other shifts and the shift itself.

#### **RELATIONSHIP WITH COMMUNITY**

- 4.A The number of commendations and letters of citizen praise will remain constant or increase.
- 4.B The number of sustained citizen complaints will decrease.
- 4.C The number of internal investigations will decrease.

#### **TRAINING**

- 5.A. The number of hours uniformed officers spend in training will remain constant or increase with no adverse increase in overtime to allow the training.

#### **DEPARTMENT NEEDS**

- 6.A Hours of overtime used to cover shift shortages will remain constant or decrease.

- 6.B There will be an increase in the number of reports submitted in a timely manner.
- 6.C Number of officers per shift will meet staffing requirement as determined by the Chief.

OFFICER NEEDS

- 7. Officer's subjective feelings about the impact of the shift on the officer will be considered.

RETENTION

- 8. Officer turnover will decrease.



~~**MEMORANDUM OF UNDERSTANDING**~~  
~~**PATROL WORK SCHEDULE**~~

~~The City of Sterling and Policemen's Benevolent & Protective Association Labor Committee agree as follows:~~

~~Notwithstanding the provisions of Article XIII, Section 13.3, during the term of the 2015 Labor Agreement, there shall be an additional trial period governing hours of work for patrol as follows:~~

~~1. During the trial period, the regular work day shall be twelve (12) hours of work to be determined by the Chief (See attached parameters for schedule).~~

~~2. At the conclusion of a one (1) year trial period, the work schedule will be evaluated by a Labor Management Work Schedule Committee utilizing evaluation criteria developed by the Chief (hereinafter "Committee") (Committee composition to be discussed and included). (Chiefs criteria to be attached).~~

~~3. If, based upon the evaluation criteria, either the Committee or Chief recommends that the 12 hour work schedule continue in effect and the other does not have a dispute, the schedule will remain in effect for an additional six (6) month trial period. At the conclusion of this additional six (6) month trial period, the schedule will again be evaluated by the Committee utilizing the above referenced evaluation criteria.~~

~~4. If either the Committee or the Chief recommends that the 12 hour work schedule be discontinued at the end of the initial year or after one (1) year and six (6) months if the 12 hour schedule is extended for that additional six (6) months, the combination eight (8) and 12 hour schedule that the officers previously worked will be re-implemented pending further discussions about the work schedule.~~

~~5. In the event there is no consensus on a work schedule,, the Chief retains the final right and authority per Article XIII of the Labor Agreement to decide the schedule to be implemented as well as the initial twelve (12) hour work schedule, the combination 8/12 hour work schedule, whether to continue a schedule in effect or whether a new schedule will be implemented, and what schedule. Furthermore, the Chief retains the right based upon an emergency or demonstrated operational need as referenced in Section 13.3 to determine whether to modify an existing schedule.~~

~~POLICEMEN'S BENEVOLENT & CITY OF STERLING  
PROTECTIVE ASSOCIATION LABOR COMMITTEE~~

## PARAMETERS FOR 12-HOUR SCHEDULE

- ~~Annual hours requirement at 2184.~~
- ~~Staffing requirements must be met.~~
- ~~Benefit time accrual same as current, except for personal day which will be equal to 12 hours.~~
- ~~Employee must use benefit hours consistent with length of applicable work day.~~
- ~~Hourly rate based upon current 2184.~~
- ~~Overtime trigger — all hours worked outside the regular work schedule — regular work schedule includes briefing period.~~
- ~~28 day work period.~~
- ~~Cost neutral.~~
- ~~Other factors must be met (See attached).~~

## PARAMETERS FOR MIXED 8/12 OR OTHER SCHEDULES

- ~~Same as above except annual hours at 2145 (including briefing period, if any) hourly rate based upon 2080 and personal day accrual at 8 hours.~~

## SCHEDULE EVALUATION

### PRODUCTIVITY

- 1.C. ~~The number of traffic citations, including DUI's, will remain constant or increase.~~
- 1.D. ~~The number of adult arrests will remain constant or increase.~~

### ABSENTEEISM

- 3. ~~The number of hours of sick leave usage will not increase.~~

### FATIGUE

- 3.A. ~~The number of preventable accidents in patrol will decrease.~~
- 3.B. ~~The number of duty related injuries will remain constant or decrease.~~
- 3.C. ~~Self-initiated activity during the shift at issue will remain constant or increase when compared to the other shifts and the shift itself.~~

### RELATIONSHIP WITH COMMUNITY

- 4.A. ~~The number of commendations and letters of citizen praise will remain constant or increase.~~
- 4.B. ~~The number of sustained citizen complaints will decrease.~~
- 4.C. ~~The number of internal investigations will decrease.~~

### TRAINING

- 5.A. ~~The number of hours uniformed officers spend in training will remain constant or increase with no adverse increase in overtime to allow the training.~~

DEPARTMENT NEEDS

- ~~6.A Hours of overtime used to cover shift shortages will remain constant or decrease.~~
- ~~6.B There will be an increase in the number of reports submitted in a timely manner.~~
- ~~6.C Number of officers per shift will meet staffing requirement as determined by the Chief.~~

OFFICER NEEDS

- ~~7. Officer's subjective feelings about the impact of the shift on the officer will be considered.~~

RETENTION

- ~~8. Officer turnover will decrease.~~