

Collective Bargaining Agreement

Between

CITY OF ROCHELLE, Employer

And

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR
COUNCIL**

**On Behalf of Rochelle Fraternal Order of Police Lodge #127
And its Bargaining Unit Members**

Effective: May 1, 2011

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AGREEMENT

THIS AGREEMENT is entered into by and between the City of Rochelle, an Illinois municipal corporation, hereinafter referred to as "Employer", and the Illinois Fraternal Order of Police Labor Council, hereinafter referred to as "Council."

The collective bargaining relationship and this ensuing collective bargaining agreement is created, defined, and limited by the Illinois Public Labor Relations Act, as amended, hereinafter referred to as the "Act." It is the parties' intent that this collective bargaining agreement cover only and thereby be limited solely to both those subjects determined to be mandatory subjects of bargaining under the Act and those subjects which are permissive and which the parties mutually agree to address. It is the parties' further intent to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent as well as effectively respond to misunderstandings or grievances relating to this agreement. In all instances the provisions of this collective bargaining agreement shall be interpreted in strict accord with the Act and any other applicable law.

It is the specific purpose of this Agreement to provide a clear statement of the terms and conditions which the parties orderly collective bargaining relationship and good faith bargaining have produced with respect to wages, hours, and conditions of employment to the extent such are not excluded by Section 4 of the Act. As such, it is the express intent of the parties to set forth herein all areas of agreement concerning the covered bargaining unit employees of the Employer with regard to those subjects of bargaining herein covered including a final method of adjusting disputes concerning the interpretation hereof.

In consideration of the mutual promises and covenants contained herein, the parties, by their duly authorized agents and representatives, do mutually covenant and agree as follows:

ARTICLE I - RECOGNITION AND COVERAGE

SECTION 1.1 Consistent with the Act and in accord with the "Certification of Voluntary Recognized Representation" by the State of Illinois State Labor Relations Board in Case No. S-RC-93-21, the Employer recognizes the Council as the sole and exclusive representative of the Employer's employees in the bargaining unit described in Section 1.2 of this Agreement for purposes of collective bargaining regarding both mandatory and mutually agreed to permissive subjects of bargaining with respect to rates of pay, hours of work, and other conditions of employment.

SECTION 1.2 The provisions of this Agreement shall cover and be applicable to those employees in the "bargaining unit" described and limited as follows:

- Included: All full-time peace officers of the City of Rochelle Police Department in the rank of Sergeant and Patrolman and all full-time employees of the City of Rochelle Police Department in the classification of Communications Supervisor and Communicator/Dispatcher.
- Excluded: The Chief of Police, Deputy Chief, the Secretary to the Chief of Police, all other employees of the City of Rochelle and all supervisory, managerial and confidential Employees as defined by the Act.

ARTICLE II - INHERENT MANAGEMENT RIGHTS RESERVED

SECTION 2.1 All the rights, powers, functions, and authority which the Employer had prior to the signing of this Agreement (including those with respect to wages, hours, and working conditions) are retained by the Employer except as those rights, powers, functions or authority are expressly and specifically abridged, modified or limited by this Agreement, and then only to the extent so specifically and expressly abridged, modified or otherwise limited as mandatory subjects of bargaining.

SECTION 2.2 The rights which are vested exclusively in the Employer, except as abridged by a specific provision of this Agreement, include, but are not limited to, the right: to determine the organization and operations of the City of Rochelle Police Department; to determine and change the purpose, composition, and function of each of its constituent departments and subdivisions; to set standards for the services to be offered to the public; to direct the employees of the Department, including the right to assign work and overtime; to determine the overall budget; to hire, examine, classify, select, promote, train, transfer, assign, and schedule employees; to increase, reduce or change the composition and size of the work force, including the right to lay off employees due to lack of work or funds or other reasons; to subcontract work when necessary or proper so long as it does not cause erosion to the bargaining unit; to establish or modify work schedule, and to determine the number of and specific hours worked, unless such schedule and/or hour worked are provided for in this agreement; to establish, modify, combine or eliminate job positions and classifications; to suspend, demote, discharge or otherwise discipline for just cause and, in connection therewith, to add, delete or alter policies, procedures, rules and regulations; to establish, implement and maintain an effective internal control program; to determine and

manage all matters which are not subject to interest arbitration pursuant to Section 14(i) or about which the Employer is not required to bargain in accord with Section 4 of the Act.

SECTION 2.3 Consistent herewith, nothing herein shall usurp or infringe upon the rights of the City of Rochelle Board of Fire and Police Commission as how or hereafter provided by law except as such may legally and properly be modified or limited by the terms hereof.

SECTION 2.4 Residency Requirements

(A) As a condition of continuing employment, an employee shall be required to comply with the residency requirement of residing within fifteen (15) miles radius of the Rochelle outermost City limits unless exempted in writing by the Employer, in its sole discretion. A newly hired employee shall comply with this residency requirement within forty-five days (45) after the completion of probation.

(B) Detectives shall be provided with a take-home vehicle, so long as he lives ten (10) miles within the City limits.

ARTICLE III - COUNCIL SECURITY

DUES DEDUCTION AND FAIR SHARE

SECTION 3.1 Upon receipt of a written and signed authorization form from an employee (attached as Appendix B), the Employer shall deduct the amount of the Council dues and the initiation fee, if any, set forth in such form and any authorized increase therein, from the wages of the employee and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council in accordance with the laws of the State of Illinois, within thirty (30) days after the deductions have been made. The Council shall advise the Employer of any increase in dues, in writing, at least fifteen (15) days prior to its effective date.

SECTION 3.2 Any present employee who is not a member of the Council shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Council dues) of the cost of the collective bargaining process, contract administration in pursuing matters effecting wages, hours of work, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees in the bargaining unit hired on or after the effective date of this Agreement and who have not made application for membership, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall, with respect to any employee in whose behalf the Employer 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 Council on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

- a. The Council has certified to the Employer that the affected employee has been delinquent in his obligations for at least thirty (30) days;
- b. The Council has certified to the Employer 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 Council of the manner in which the Council has calculated the fair share fee;
- c. The Council has certified to the Employer 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 the said objections adjudicated before an impartial arbitrator assigned by the employee and the Council for the purpose of determining and resolving any objections the employee may have to the fair share fee.

SECTION 3.3 The Employer shall forward to the Illinois Fraternal Order of Police Labor Council a monthly list to accompany the dues as provided for in Section 1 of this Article. This list shall include the names of each employee that has paid the monthly dues as well as those employees, if any, that are paying a fair share obligation.

SECTION 3.4 The rights, obligations, and limitations concerning Council security, including fair share deductions, shall be interpreted and applied in strict accord with Section 6 of the Act. The Council shall assume full responsibility to insure complete compliance with the requirements established by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986) with regard to the constitutional rights and obligations of fair share fee payers.

SECTION 3.5 The Council shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including the timely and complete payment of all legal costs and attorneys fees incurred by the Employer, that shall arise out of or by reason of action taken by the Employer pursuant to this Article.

ARTICLE IV - NON-DISCRIMINATION

SECTION 4.1 The parties agree that in their respective practices and policies, and with regard to the application of any provisions of this Agreement, they shall comply with, and to the extent of, applicable and valid state and federal laws regarding nondiscrimination and equal employment opportunity including the ADA which may require the Employer to implement a reasonable accommodation otherwise inconsistent herewith. In the event an employee seeks resolution of a violation of this Section in a forum other than the grievance procedure, the employee thereby waives said employee's right to and under the grievance procedure.

SECTION 4.2 Neither the Council nor the Employer shall discriminate against any employee as a result of an employee's choice to engage in protected concerted activities, including membership or other proper activities on behalf of the Council, or who refrain therefrom.

SECTION 4.3 Use of either male or female gender in this Agreement shall be construed to

also refer to the other. Use of singular form or plural form in this Agreement shall be construed to also refer to the other.

SECTION 4.4 Nepotism: No employee shall hold a position where the employee supervises, checks, or audits the work of another employee within the employee's immediate family, nor shall an employee hold a position where the employee's work is supervised, checked or audited by a member of the employee's immediate family.

ARTICLE V - COUNCIL REPRESENTATION ACTIVITIES

SECTION 5.1 All representation activities by or on behalf of the Council, or employees regarding the Council, shall occur consistent with and to the extent of the specific and express provisions of this Agreement. Except as herein specifically provided, no representation activities will occur during working time or be paid for by the Employer, unless the employee designated by the Council as Steward first requests and receives permission from the Chief of Police or his designee. Such representation activities shall not interfere with the performance of duty where there is a need or emergency. Permission shall not be unreasonably denied.

SECTION 5.2 The Employer shall not unreasonably interfere with legitimate representation activity, by the Council's designated Steward, essential to the administration of this Agreement.

SECTION 5.3 The Council shall notify the Employer regarding the names of up to two (2) employee "Labor Contacts" and the parameters and protocols of their respective authority to engage in contract administration matters with the Employer. An appointed Labor Contact shall be granted release time to meet with the Chief of Police when such is necessary to contract administration matters.

SECTION 5.4 The Employer shall release from duty, without loss of pay, not more than three employees who are members of the Council negotiating team who are scheduled to work during the time in which negotiations will occur to permit attendance negotiating sessions provided such release shall not interfere with performance of duty where there is need or emergency as determined by the Employer.

SECTION 5.5 Representatives of the Council shall be permitted to visit the Employer during normal working hours to talk with employees of the Employer and/or representatives of the Employer in the course of contract administration. The Chief of Police shall be notified of such visits prior to or at the time of such visits. Such visits shall not interfere with the employees' proper performance of duty.

SECTION 5.6 One (1) employee representative, and one (1) alternate designated in writing, and/or any authorized (per Section 5.5) state Council representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is the subject of a specific grievance at reasonable times.

SECTION 5.7 A Grievant [one (1)] and a designated Labor Contact shall be granted paid

release time to attend the Step 2 meeting provided in Section 8.4 or the Hearing provided in Section 8.5 of the Grievance Procedure in Article VIII provided the meeting or the Hearing is scheduled during the Grievant's normal scheduled working time.

SECTION 5.8 The Employer shall provide designated space on available bulletin boards or suitable bulletin boards for use by the Council. Such bulletin boards shall be used exclusively for posting the following type notices:

- (A) Notices of Council recreational and social affairs.
- (B) Notices of Council meetings, appointments, and elections.
- (C) Reports of Council committees or other normal and proper business.

Notices and announcements shall not contain any outside advertisements, anything political or anything reflecting upon the Employer or any of its employees. There will be no distribution or posting of notices or any kind of literature upon the Employer's property by employees or by the Council except herein provided.

ARTICLE VI - NO STRIKE

SECTION 6.1 Neither the Council nor any employee will call, cause, initiate, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, slowdown, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer, in any manner whatsoever, whether in protest of matters or actions covered by this Agreement, of matters or actions not referable hereunder and not within the normal bargaining relationship between the parties, and whether or not based upon alleged violations of state or federal law nor in sympathy or honor of any other picket line while this Agreement is in effect. The parties specifically agree that neither the Council nor any employee covered by this Agreement shall refuse to cross any picket line by whoever established. The Council specifically acknowledges that each employee who holds a position of officer or representative of the Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

SECTION 6.2 In the event an employee or employees engage in any action prohibited by Section 6.1 above, the Council shall immediately disavow such action, in writing and/or in all other forms reasonably required by the Employer, and shall further advise the employees of their obligation under this Agreement and under the Act and shall direct the employees to return to work and shall further use its best efforts to achieve a prompt resumption of normal operations. Upon timely complying with the requirements of this Section, the Council, including its officials and agents, shall not be liable for damages for violations of Section 6.1 unless the Council, by its officials or agents, has acted in violation of Section 6.1.

SECTION 6.3 Any employee who violates the provisions of Section 6.1 of this Article shall be subject to discipline up to and including discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 6.1 shall not be considered a violation

of this Agreement and further, to the extent the Grievance Procedure in Article VIII is otherwise applicable, only the issue of participation or non-participation will be subject to that Grievance Procedure.

SECTION 6.4 In the event of a violation by an employee or by the Council hereunder, the Employer shall have the right to enforce any and all legal or equitable rights or remedies.

SECTION 6.5 If in any case of a dispute between the Employer and the Council, the collective bargaining process reaches an impasse with the result that said Employer and the Council are unable to effect a settlement, then the dispute or impasse shall be resolved according to the provisions of Section 14 of the Illinois Public Labor Relations Act of 1986 or as may be revised from time to time.

SECTION 6.6 The City agrees that it will not lock out any employees covered by this agreement and during the term of this agreement for any reason.

ARTICLE VII - RULES, DISCIPLINE, AND THE BILL OF RIGHTS

SECTION 7.1 Maintenance of discipline and appropriate conduct is the duty of each employee. No employee covered by this Agreement shall be disciplined without just cause.

SECTION 7.2 The primary purpose of discipline is remedial. Therefore, in appropriate situations, the Employer recognizes and agrees to utilize the principle of corrective and progressive discipline as follows:

- a. Oral warning
- b. Written reprimand
- c. Suspension without pay and non accumulation of seniority
- d. Discharge

The Employer's agreement to utilize progressive discipline does not prohibit the Employer from imposing more severe discipline which is commensurate with the severity of the offense, up to and including discharge. Such decision to impose or recommend more severe discipline lies solely with the Chief of Police with the concurrence of the City Manager.

Once the measure of discipline is imposed, the Employer shall not increase it.

EXCEPTION: The level or severity of the measure of discipline may be increased if additional information becomes known that was not known at the time the discipline was issued, and reasonably could not have been known by the Employer before issuance.

If an allegation is made against an employee that is particularly egregious as determined by the Chief of Police, the employee may be placed on administrative leave with pay, pending investigation of the claim and a final disciplinary decision is rendered. For those employees who are under the jurisdiction of the Fire and Police Commission, the ultimate authority rest with this governing body when and where appropriate.

The Employer shall notify both the employee involved and the Council of all disciplinary action more severe than an oral warning. Such notification shall be in writing and shall reflect the specific nature of the offense giving rise to such discipline, the discipline assessed, and the direction to the employee for future behavior.

SECTION 7.3 Discipline shall be assessed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has a reasonable opportunity to investigate the facts.

Verbal and written reprimands shall remain in the sequence of progressive discipline for a twelve (12) month period from the date of such reprimand. A suspension shall remain in such sequence for a twelve (12) month period from the beginning of the suspension. Disciplinary action shall remain in an employee's file for background purposes thereafter, and not as a step in progressive discipline.

SECTION 7.4 The Employer specifically confirms its commitment to compliance with the procedures and substance set forth in 50 ILCS 725/1 through 725/7, more commonly known as the "Peace Officers Bill of Rights."

Furthermore, and otherwise consistent therewith, when the Employer intends to conduct an investigatory interview of an employee where the results of the interview could result in disciplinary action, the employee has the right to request representation at such interview from a Field Representative or his designee. If the employee requests such representation, the interview shall not take place without the presence of that representative, provided such representative shall be available within three (3) days of the date when the Employer notifies the employee of its intent to conduct said interview. In the event the designated representative is another employee and the Employer elects to conduct such interview at a time that such designated representative is on duty, the representative will be excused from his or her regular duties without loss of pay to attend such interview.

SECTION 7.5 With regard to disciplinary matters imposed by the Chief of Police with the concurrence of the City Manager (reprimands and up to five (5) days suspension) the employee may elect to seek review or appeal either through the Grievance Procedure under this Agreement or through the procedures of the Police and Fire Commission. Such election must be made within five (5) business days (Monday through Friday, excluding holidays) from the date the employee is notified of the discipline. Disciplinary matters subject to the jurisdiction of, and requiring action by, the Rochelle Fire and Police Commission shall be limited to the procedures of said Commission. Review and appeal of disciplinary matters for those employees not subject to the jurisdiction of the Rochelle Fire and Police Commission shall be exclusively through the Grievance Procedure under this Agreement.

SECTION 7.6 The Employer shall maintain a personnel file for each bargaining unit employee. Material not maintained in an employee's personnel file shall not be used as a basis for disciplinary or other action against the employee. The Employer may keep a temporary working file for the purposes of completing an annual evaluation or the investigation of an employee of which the final document may be placed in the employee's personnel file. The materials

contained in such temporary files shall be kept separate from the employee's personnel file.

An employee shall be permitted to inspect said employee's personnel file subject to the following:

- a. such inspection shall occur between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday; and,
- b. such inspection shall occur as soon as reasonably possible subsequent to the employee's written request; and,
- c. such inspection shall be in the presence of a representative of the Employer; and,
- d. the employee shall not be permitted to remove any material from the personnel file, but may obtain copies of any information contained therein upon payment for the cost of copying; and,
- e. upon request, the employee may have a representative of the Council present during such inspection and/or may provide a written authorization, presented to the Employer at the time of the request for inspection, for such representative to inspect said employee's file otherwise consistent herewith.

Within fourteen (14) calendar days of the employee's receipt of a written warning or other disciplinary documentation, and separate from the employee's rights under the Grievance Procedure in Article VIII, the employee may prepare a written reply which shall then be attached to the written warning or other disciplinary documentation and maintained in the personnel file. Further, an employee shall have the right to submit, without additional supervisory approval, documents to become a permanent part of said employee's personnel file including, but not limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the employee's interests.

ARTICLE VIII - CONTRACT GRIEVANCE PROCEDURE

SECTION 8.1 A "Grievance" is defined as a dispute, arising between an employee and the Employer, concerning the interpretation or application of a specific provision of this Agreement, which dispute does not concern a matter or issue subject to the jurisdiction of the City of Rochelle Police and Fire Commission or otherwise conflict with the Illinois Public Labor Relations Act. The original Grievance shall at no step of the Grievance Procedure be expanded or enlarged.

SECTION 8.2 Except as provided in Section 7.5 of Article VII, the Grievance Procedure provided herein shall be the exclusive means of resolving Grievances arising under the terms of this Agreement. Provided, however, any individual employee or group of employees shall have the right, provisions of this Article notwithstanding, at any time to present a Grievance to the Employer, to have such Grievance fully adjusted, without the intervention of the Council or its representatives, so long as the adjustment is not inconsistent with the terms of this Agreement;

but provided further, that the Employer will, by notice to a Council representative, give the Council an opportunity to have a representative present at the final adjustment.

SECTION 8.3 It is the intention of the parties hereto to conduct their affairs in such manner that Grievances will not arise and that Grievance claims will be minimized.

SECTION 8.4 All Grievances, as above defined, shall be presented and processed at the various steps and within the time limits hereinafter set forth in an earnest effort to settle such Grievance at the earliest possible time:

Step 1 A Grievance shall be presented in writing, and signed by the aggrieved employee(s) to the Chief of Police or his designee within ten (10) calendar days of when the employee knew or should have known of the event first giving rise to the Grievance. The written Grievance must clearly identify all the facts giving rise to the Grievance, clearly and precisely identify all specific contract provisions which it is claimed were violated, and clearly identify the relief requested. The Chief of Police shall give his answer, in writing (with a copy to the Council), to the employee within seven (7) calendar days after the date on which the Grievance was first presented to him. The solution offered by the Chief of Police, if accepted, shall settle the Grievance. Settlements or withdrawals at this Step 1 shall not constitute a precedent in the handling of other Grievances. In the event of a situation giving rise to a Grievance, the employee shall first complete the assigned work task, and grieve later, unless the employee reasonably believes that the assignment causes imminent threat to the employee's immediate safety.

Step 2 If the Chief's answer to Step 1 is considered not satisfactory, the Grievance may, within five (5) calendar days after the day on which the Chief's written answer is given, be appealed by the Council to the City Manager or its designated representative. Within ten (10) working days of such appeal, the Employer and the Council shall schedule a meeting at a mutually agreeable time and place. If the parties cannot resolve the matter at said meeting, the Council, within fifteen (15) calendar days of final adjournment of said meeting, may proceed to arbitration in accord with Section 8.5 of this Article.

The Grievant and the Council shall be bound by the specific facts, contractual provisions, and relief requested, in writing, at Step 1. An extension of time for the filing of a Grievance, answering of a Grievance, or any Grievance meetings may occur by prior mutual written agreement of the parties.

SECTION 8.5 In the event a Grievance is not resolved at Step 2 of Section 8.4 of this Article and the Council timely requests it proceed to Arbitration, such shall occur in accord with the following:

(A) Within ten (10) calendar days after the Council's request to submit the matter to Arbitration, the Council and the Employer shall attempt to select, by mutual agreement, an impartial Arbitrator. If the parties cannot agree upon an impartial Arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish the parties with a panel of seven (7) regular, neutral Arbitrators. Upon receipt of such list, each party shall strike a name

from the list, with the first strike determined by the flip of a coin, until only one (1) name remains who shall be the Arbitrator.

(B) The expenses of the Arbitrator, including a transcript and the cost of the Hearing Room, shall be borne equally by the parties. However, each party shall bear its own costs including those for preparation, witnesses, counsel, and transcript.

(C) Arbitration procedure shall be in accord with the provisions of the Illinois "Uniform Arbitration Act," 710 ILCS 5/1-5/23.

(D) The Arbitrator's decision shall be consistent with the Agreement, shall cover only the specific issue in dispute without recommendation on other matters, shall be in writing, shall state the Arbitrator's reasons for his decision and shall be served upon all parties to the proceeding or their counsel by certified mail within forty-five (45) days of the close of the Hearing. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation of a specific provision of this Agreement by the Employer. The Arbitrator shall have no power to make a decision contrary to or inconsistent with statutes, final court decisions or administrative rules and regulations which have the force of law, or with this agreement.

(E) The parties shall make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the Arbitrator. Both the Employer and Council shall have the right to properly request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expenses of its witnesses. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute.

SECTION 8.6 All Grievances must be presented in compliance with the procedures outlined above. No Grievance will be processed unless the specific provisions and time limits are precisely followed. Time limits provided for in the steps of the Grievance Procedure may be extended by prior written mutual agreement. Unless time limits are waived by prior written mutual agreement, Grievances must be appealed within the time limits established in each step of the above procedure or they shall be considered settled on the basis of the last answer.

SECTION 8.7 A written settlement reached at any step of the Grievance Procedure shall be final and binding upon the Employer, the Council, and the employee(s).

SECTION 8.8 Only one subject matter shall be covered in any one grievance. A Grievance may be filed on behalf of two or more employees only if the same facts, issues, and requested remedy apply to all such employees. The Grievant [or any one (1) Grievant in the event of a group Grievance) shall be entitled to attend the Step 2 Grievance meeting and if on duty at that time, shall be excused from his or her regular duties without loss of pay to attend such Grievance meeting.

SECTION 8.9 The investigation, filing, or processing of a Grievance by an employee or Council representative shall occur during non-working time, unless such activity during working time is approved by the Chief of Police. No more than one (1) employee-Council representative

shall be excused from duty to attend the Step 2 Grievance meeting. Such attendance shall not interfere with unusual or emergency need and shall be without loss of pay for the duration of the Grievance meeting.

ARTICLE IX - LABOR-MANAGEMENT COMMUNICATION CONFERENCE

SECTION 9.1 I- the interest of efficient management and harmonious employee relations, it may be desirable that meetings be held between Council representatives and administrative representatives of the Employer if requested by either party. Such shall be requested at least seven (7) days in advance by either party by providing a written request to the other, and expressly providing a proposed agenda for such meeting. Such meetings, at mutually agreed times and locations, shall be limited to:

- (A) discussions concerning the implementation and general administration of this Agreement, including mutual cooperation and understanding of problems or questions; or,
- (B) sharing of general information of interest to the parties; or,
- (C) notice to the Council from the Employer of non-bargaining conditions of employment; or,
- (D) safety procedures or issues.

The Employer and the Council shall cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois. To effectuate the purposes and intent of the parties, both parties shall meet as necessary and/or appropriate.

SECTION 9.2 The parties expressly acknowledge that such conferences are neither collective bargaining nor for the purpose of formally or in any binding manner considering any matter being processed as a Grievance. The conference is solely for the exchange of information and opinion designed to enhance communication in the interest of optimal police service to the residents and visitors of the City of Rochelle.

SECTION 9.3 Attendance at such conferences by employees is strictly voluntary and, except as hereafter provided, shall not be counted as compensable time nor shall such interfere with duty time. The foregoing notwithstanding, on-duty attendance by an employee may be granted by the Chief of Police, in his sole discretion.

SECTION 9.4 Any report or recommendation which may be prepared by the Council or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Council.

ARTICLE X - SENIORITY

SECTION 10.1 Seniority shall be defined as the length of time from the employee's last date of

hire into the classifications covered by the terms of this Agreement excluding vacation selection. Those classifications are Sergeants, Patrolman, Detectives, and Dispatcher. For purposes of wages and, shift bidding the time in classification shall determine an employee's appropriate wage, and shift bidding rights. For purposes of lay-off, the employee's original date of hire by the City of Rochelle Police Department shall apply. The relative seniority of employees with the same seniority date shall be determined by relative order of said employees' eligibility hiring list. In the event a Sergeant or Detective returns to the rank of Patrolman, seniority shall include the length of time in all three classifications.

Unless otherwise expressly provided, seniority shall accumulate unless broken as provided in Section 10.5 of this Agreement. A former employee shall be considered as a new applicant and shall receive no credit for former seniority which was forfeited by termination of former employment. As provided in Section 17.1, only vacation selection shall be conducted in department seniority order and not in seniority order within a classification.

SECTION 10.2 Seniority, and any rights accruing therefrom, shall be applicable only where expressly provided with regard to a benefit or working condition.

SECTION 10.3 The probationary period for employees covered by this agreement shall be one year. Such Probationary period may be extended for a six month period by the Board of Fire and Police Commission at the request and recommendation of the Chief of Police with the concurrence of the City Manager. Such new employee can be laid off or discharged at any time during this probationary period without recourse under this Agreement. A probationary employee shall be eligible for insurance coverage after thirty (30) calendar days of employment. After completion of the probationary period, an employee shall be considered a regular employee entitled to all of the benefits provided in this Agreement and seniority credit shall be given retroactive to the date of hire.

SECTION 10.4 An up-to-date seniority list, setting forth the current seniority and promotion dates for all employees in the bargaining unit, shall be maintained in the office of the Chief of Police. The Chief shall post on the bulletin board copies of the up-to-date seniority list within fifteen (15) calendar days after execution of this Agreement and thereafter shall compile and post an accurate seniority list annually and provide a copy to the Council. Any dispute concerning the seniority list shall be subject to the Contract Grievance Procedure.

SECTION 10.5 An employee's continuous service shall be broken, and his seniority shall cease, and his employment shall be terminated upon:

- (A) Quitting.
- (B) Discharge for just cause.
- (C) Failure to report to work at the end of a vacation or authorized leave of absence. However, the employee shall be allowed to present mitigating circumstance that may be considered by the chief of police.

- (D) Being laid off or otherwise absent from work for any other reason for a length of time longer than the lesser of his total seniority at the beginning of layoff or twenty-four (24) months.
- (E) Seeking or engaging in gainful employment during a leave of absence unless such is specifically granted during that leave, or the collection of unemployment compensation during a leave of absence.
- (F) Absence for three (3) consecutive scheduled work days without proper notification, justification therefore, or authorization. However, the employee shall be allowed to present mitigating circumstance that may be considered by the chief of police.
- (G) Retirement.
- (H) Proven medical inability to perform essential functions of the job, even with requested accommodation.

SECTION 10.6 In addition to the salary amounts set forth in Article XV, Wages, of this Agreement, provided the Rochelle Police Pension Fund is funded at 100% on the officer's projected date of retirement (based upon a bi-annual independent actuarial study undertaken at the order and expense of the Pension Fund) eligible officers shall receive a longevity stipend in the amount of \$230.00, which shall be considered part of the payroll period base pay attached to the officer's rank for all purposes. An eligible officer is one who has at least twenty (20) years of service and is eligible for immediate retirement under the Illinois Pension Code.

Eligible officers shall receive such longevity pay amount for a full pay period in a month which shall be designated by each officer to the City on or before April 1 of each calendar year, except for fiscal year 2002 which shall be Aug 1. At the conclusion of the pay period in which the longevity stipend is paid, the officer's hourly wage shall revert to the level set forth in Article XV until the occurrence of the next successive year when such longevity election may be made by eligible officers.

ARTICLE XI - LAYOFF AND RECALL

SECTION 11.1 The Employer and the Council recognize that the work of law enforcement is vital to the keeping of the peace and orderly enforcement of laws for all of the citizens within the City of Rochelle. Consistent therewith, when, in the Employer's discretion, it becomes necessary to reduce the work force, employees shall be laid off within a job classification (for the purpose and application of this Article, there shall be two (2) job classifications: 1) sworn police officers; and, 2) certified dispatchers as follows:

- (A) Probationary employees, temporary and part-time employees in the affected classification shall be laid off first, in that order.
- (B) Full-time employees in the affected classification shall then be laid off in inverse order of seniority provided the remaining employees have the current capability to perform the work.

Individual employees shall receive notice in writing of the layoff not less than fourteen calendar (14) days prior to the effective date of such layoff, with copies thereof sent to the Council.

SECTION 11.2 When there is an increase in the work force and there are currently capable employees on layoff who are still retained on the seniority list, recall within each classification shall be in reverse order of layoff. No new employee shall be hired into a classification while there is a qualified employee on layoff who is still retained on the seniority list.

In the event of recall, an eligible employee shall receive notice of recall by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the City Clerk of their current address. Upon issuance of such notice of recall, an employee shall have seven (7) calendar days to notify the City Clerk of acceptance of the recall. The employee shall have seven (7) calendar days thereafter to report to duty.

SECTION 11.3 The Employer may require an employee recalled from layoff to pass a physical examination conducted at the Employer's expense by an Employer-designated physician, as a prerequisite to returning to work.

ARTICLE XII - HOURS OF WORK AND OVERTIME

SECTION 12.1 This Article defines the basic hours of work and shall not be construed as a guarantee of work per day or per week, or of days of work per week.

SECTION 12.2 The basic payroll period shall begin at the time the first employee begins to work that payroll week and shall end the second following Sunday at midnight, thus consisting of fourteen (14) consecutive calendar days.

SECTION 12.3 The Employer may fix and/or change the schedule of hours. The normal schedule shall be either five (5) shifts of eight (8) consecutive hours followed by two (2) consecutive days off, or four (4) shifts of ten (10) consecutive hours followed by three (3) consecutive days off, or a twelve (12) hour shift, consisting of two (2) shifts of twelve (12) consecutive hours followed by two (2) consecutive days off, followed by three (3) shifts of twelve (12) hours, followed by two (2) consecutive days off, followed by two (2) shifts of twelve (12) consecutive hours followed by three (3) consecutive days off. All shifts include a thirty (30) minute paid lunch and 2 paid fifteen (15) minute breaks. When the twelve (12) hour schedule is in effect officers, sergeants, and dispatchers may choose either the 6AM to 6PM shift, or the 6PM to 6AM shift. Officers may select the 3PM/3AM shift, however staffing of the shifts remains the prerogative of the chief of police. Regardless of which shift the employee is assigned to work, the employee may voluntarily agree to take non-consecutive days off.

SECTION 12.4 Shift Assignments. Prior to Oct 15, the Chief of Police shall make shift assignments for the following calendar year. Shift assignments shall be on a quarterly basis. Shift assignments may be temporarily changed by the Chief of Police in an emergency or to accommodate an articulated and demonstrated need for special assignments outside of the normal assignments listed below (i.e. task force, stakeouts, and long term special assignments). Such

assignments shall not be made solely for the purpose of avoiding the payment of overtime.

(A) Bidding Process for Patrol Division. Bidding for shift assignments shall be done in order of seniority. The senior employee begins the process by selecting a shift assignment from any one of the quarterly schedules. The next senior employee follows in the same manner until each employee has selected one shift assignment. The process is then repeated three more times until each employee has selected four quarterly shift assignments in order of seniority.

(B) Bidding Process for Dispatchers. Bidding for shift assignments shall be done in order of seniority. The senior dispatcher begins the process by selecting a shift assignment from any one of the quarterly schedules. The next senior dispatcher follows in the same manner until each dispatcher has selected one shift assignment. The process is then repeated three more times until each dispatcher has selected four quarterly shift assignments in order of seniority.

(C) Bidding Process of Investigative Division. Shift assignments for investigators shall be mutually agreed upon by the officers assigned to the investigative division as approved by their supervisor. Any impasse shall be determined by the Supervisor based on the nature of their assignment.

(D) Canine Officer Vacancy. If the Canine Officer position exists and there is a vacancy in said position, the City shall post a notice of vacancy in the position of canine officer whenever one shall exist. Such notice shall remain posted for a period of at least fourteen (14) calendar days so as to afford officers the right to apply for the position. The City shall have the discretion to select the canine officer from among those officers who have indicated an interest in the assignment. In light of the understandings expressed herein below regarding overtime compensation at the straight time hourly rate of pay, the parties agree that any officer's acceptance of an assignment as a canine officer shall be strictly voluntary on the part of the officer.

SECTION 12.5 An employee required to appear in court during other than said employee's scheduled work time shall be compensated the greater of actual time required or two (2) hours.

SECTION 12.6 An employee who has completed his work for the day and who has left the Employer's premises, who is called back for unscheduled duty, shall be paid for a minimum of two (2) hours work or the actual time worked, whichever is greater.

SECTION 12.7 The Employer shall have the right to require an employee to work overtime; provided, however, no employee shall work overtime without prior approval of a supervisor.

SECTION 12.8 Bargaining unit members shall be paid one and one-half (1-1/2) times the regular rate of pay for all work performed in excess of eighty (80) hours in a fourteen (14) consecutive calendar day payroll period.

Employees shall be permitted to trade shifts on a temporary basis, upon supervisor's approval, but such trades shall not cause overtime to be paid.

SECTION 12.9 The Employer shall make suitable provisions for the recording of hours worked by each employee.

SECTION 12.10 There shall be no pyramiding of overtime for any purpose.

Section 12.11 A dispatcher may request up to a thirty (30) minute paid lunch period during their shift. The Chief of Police or his designee shall approve the request subject to the staffing available and the needs of the Department at that time. Because of the emergency nature of the work involved the dispatcher shall not leave the building during the lunch break period without the permission of the Chief of Police or his designee.

Lunch break period assignments for employees classified as sworn police officers shall continue according to the current practice.

ARTICLE XIII - UNPAID LEAVES OF ABSENCE

SECTION 13.1 An unpaid leave of absence may be granted to a requesting employee who has at least one (1) year seniority by the Employer. When any such leave exceeds fourteen (14) calendar days, an employee may continue enrollment in the Employer's insurance plan by arranging to prepay the premiums, on a monthly basis, during said leave or any extension thereof. An employee on leave of absence for more than fourteen (14) calendar days shall not receive any other pay or benefits (including vacation, sick days, personal days, etc.) during such leave. Unless excepted by mutual agreement between the Employer and the Council, expressed in writing prior to any leave of absence, an employee will continue to accumulate seniority during a leave of absence.

SECTION 13.2 Extended Illness Or Injury Leave.

Upon request from an employee, supported by written certification from the employee's physician that the employee is, and/or will become, temporarily disabled and unable to work for a specified period of time due to illness or injury, which request must contain the reason for the leave, the date the leave is to begin, and the anticipated date of return from leave, an employee may be granted an unpaid leave of absence for a maximum of twelve (12) weeks subject to extensions supported by a medical progress report and any other information showing justification for additional time off up to an aggregate maximum of six (6) months.

SECTION 13.3 Emergency Leave

Upon written request from an employee stating the reason, beginning date, and anticipated ending date for an emergency or Council business, a leave may be granted for up to thirty (30) calendar days. No request for such leave will be arbitrarily denied. For any leave, an employee shall be guaranteed the right to return to said employee's job or the job to which the employee would have been transferred absent such leave. Absent a prior written guarantee to the contrary upon the return of an employee from such a leave, the Employer shall make a reasonable attempt to return the employee to his original position or to one of comparable skill and compensation.

SECTION 13.4 Military duty Leave

(A) Long Term Military Duty

An employee who enters active military service of the United States shall have such re-employment rights as may be provided for under applicable federal law in effect at that time.

(B) Military Reserve duty

An employee who is an active member of any recognized state or federal military reserve organization and who is compelled to fulfill a military obligation by law or regulation shall be entitled to an unpaid leave of absence for the duration of such required military duty.

SECTION 13.5 Council Business

(A) Council Meetings

Subject to exception caused by the need for orderly scheduling or by emergencies, the Employer shall permit elected officials of the local, state, or national Council reasonable time off, without pay, to attend general, board or special meetings of the Council provided that request for such leave is presented to the Chief of Police, in writing, sufficiently in advance of such leave that the Chief can schedule a replacement without using overtime and provided further that the names of all such officials and officers shall have been previously certified in writing to the Employer in accord with Article V of this Agreement.

(B) Conferences

No more than one (1) employee at a time nor more than two (2) employees annually, otherwise designated or chosen as a delegate to a Council's state or national conferences shall, upon written application submitted to the Employer by the Council sufficiently in advance of such conference that the Chief can schedule a replacement without using overtime, be granted a leave of absence, without pay, for a period of time not to exceed seven (7) calendar days to attend such conference.

SECTION 13.6 Family Medical Leave Policy. Refer to Appendix D.

SECTION 13.7 False statements made to secure or support a leave of absence, or extension thereof, or during which the employee seeks remunerative employment elsewhere, shall result in discipline up to and including discharge.

ARTICLE XIV - PAID LEAVES OF ABSENCE

SECTION 14.1 Paid leave of absence for disability for injuries in the line of duty for peace officers shall be paid in accord with Illinois Revised Statutes Chapter 70, Section 91. Non-peace

officers shall be covered by the provisions of the State of Illinois Workman's Compensation Law.

SECTION 14.2 Bereavement Leave. A regular full-time employee who has completed the probationary period shall be granted up to three (3) consecutive working days, (or days occurring during a previously scheduled vacation block), including the day of the funeral, paid bereavement leave to attend the funeral and/or services of an immediate family member. For purposes of this provision, "immediate family" is defined as the employee's current spouse, child, stepchild, parent, stepparent, mother-in-law, father-in-law, grandparent, sister, brother, sister-in-law, brother-in-law, aunt, uncle, grandchild, any relative or domestic partner living in the employee's household. At the request of the Chief of Police, the employee shall be required to show proof of relationship to deceased and attendance at said funeral.

The Chief of Police may, upon request, grant up to four (4) hours, with pay, to an employee serving as pallbearer at the funeral of a friend or relative not covered under the bereavement leave policy.

SECTION 14.3 Short Term Military Leave. An employee who is an active member of a recognized or federal military reserve organization shall be granted time off to accomplish periodic field training, encampment duty, disaster, or civil disturbance duty, which duty is required in order to maintain his or her status or otherwise required by law or regulation, and shall be paid the difference between the military pay received and the normal compensation that would have been received from the Employer during that same time period for a maximum of (14) calendar days during the employee's anniversary year.

SECTION 14.4 Paid Sick Leave. A regular full-time employee who has completed the probationary period shall be entitled to paid sick leave on the following basis:

1. The injury or illness prevents the employee from working hours she or he is otherwise scheduled to work.
2. The employee is not entitled to compensation under the Illinois Workers Compensation Act or under Section 14.1 of this agreement.
3. Sick leave shall accumulate at the rate of sixty (60) hours per year, computed on the employee's anniversary date, to a maximum of 1040 hours for each year in which an employee actually works at least 1600 hours. Those members who at the time of this agreement have more than the maximum allowable hours (1040) will lose all hours above that maximum (1040).
4. Paid sick leave hours used by an employee shall be subtracted from the employee's accumulated total.
5. Hours paid as sick leave shall not be hours worked for overtime purposes.
6. An employee shall continue to accrue and receive the other benefits under this Agreement during use of paid sick leave.

7. An employee shall not be vested in and thus shall not be paid any amount for accrued paid sick leave at the time the employment relationship is ended except as provided for in Section 14.8 of this agreement. An employee that uses less than 3 days sick leave for a period of 1 year, shall receive an incentive award at his or her anniversary date based on the following schedule:

- A. Zero (0) days used - \$375
- B. One (1) day used - \$275
- C. Two (2) days used - \$175

An employee using more than two (2) days during the 12 months immediately prior to his/her anniversary date is ineligible for a sick leave incentive award.

If an employee has no accrued vacation, the employee may use accrued sick time for a family illness or medical emergency for up to three (3) days per calendar year.

The Chief of Police may, in his discretion, require a physician's statement from any employee to substantiate receipt of or to permit return from paid sick leave in excess of three (3) days or when the Chief has just cause to believe that an employee is abusing sick leave.

SECTION 14.5 Voting Leave. An Employee whose work schedule conflicts with polling place hours (6:00 a.m. to 7:00 p.m.) shall be granted time off to vote pursuant to 10 ILCS §17-15.

SECTION 14.6 Civic Duty Leave. The City must be notified immediately upon receipt by an employee of a summons or subpoena for Jury Duty. Upon such notice, an employee will be granted time off when called to serve as a juror.

An employee who is called for jury service shall be granted paid time off for the time the employee's presence is required in court for up to fifteen (15) working days annually. The employee shall receive pay only for such time the employee otherwise would have worked. The pay shall be the difference between the employee's regular straight-time hourly rate (not to include any additions) multiplied by the number of straight time hours that the employee otherwise would have worked for the City less the daily jury duty fee (not including travel allowances or reimbursement of expenses). In the event the employee is released by the Court at least two (2) hours prior to completion of the employee's regularly scheduled shift, said employee shall report for work for the remainder of that work day.

Upon completion of jury service and as a condition to receiving this Civic Duty Pay, the employee shall submit to the City clear proof of the days served and the amounts the employee was paid by the court.

SECTION 14.7 False statements made to secure or support a leave of absence, or extension thereof, or during which the employee seeks remunerative employment elsewhere, shall result in discipline up to and including discharge.

SECTION 14.8 Upon retirement, employees covered by this agreement with twenty (20) or

more years of full time service shall be eligible to be compensated for a percentage of all accrued, unused sick leave hours as follows: 20% of sick leave hours with 20-25 years of service; or 25% of sick leave hours with more than 25 years of service. Said sick leave compensation may be paid to the eligible employee. Alternatively and at the option of the employee, the amount of this compensation may be deferred into a qualified post-employment health plan account from which the cost of the retired employee's health insurance and medical expenses may be paid.

ARTICLE XV - WAGES

SECTION 15.1 Hourly rates of pay for all employees are set forth in Appendix A, attached hereto and incorporated herein.

SECTION 15.2 Payday shall be on every other Friday for the payroll period ending at midnight the prior Sunday. Paychecks shall be disbursed no later than 12:01 p.m. on that Friday payday, or, in the event such is a holiday, on the last regular workday prior to that holiday.

SECTION 15.3 Officers assigned to the Investigative Division shall receive ~~twenty five dollars~~ **thirty dollars** (~~\$25.00~~) (**\$30.00**) for each day they are on-call for the Rochelle Police Department.

SECTION 15.4 If an employee serves in more than one of the above capacities (except on-call pay for detectives, which shall be paid independent of other specialties), he shall be compensated only for the specialty paying the highest amount.

SECTION 15.5 Compensatory time may be paid in lieu of overtime payment if the employee so elects. Compensatory time will be calculated and accumulated at the same rate as overtime pay. Sixty (60) hours of accumulated compensatory time may be accumulated and forty (40) hours may be carried forward from year to year. The employee shall be paid out for all hours in excess of 40 hours, contingent that the employee submit his request for the pay out no later than ninety (90) days prior to his anniversary date. Failure to submit such request will result in the employee losing the over 40 hour pay out. Compensatory time off shall be at the discretion of the Chief of Police, but compensatory time off shall not be unreasonably denied.

SECTION 15.6 PTI-Certified/Experienced Dispatch Employees: The Chief of Police shall have the discretion to place new officers who have a combination of PTI certification and experience at a minimum of the 1-year step level but not to exceed the 3-year rate.

The Chief of Police shall have the discretion, with the recommendation of the Communications Supervisor, to place new dispatchers with experience at a wage level above entry level but not to exceed the 3-year rate.

If an employee starts at any rate above entry level, he shall not advance to the

next step until he actually works the number of years worked in the department to advance to the next step.

SECTION 15.7 Employees assigned as Officer in Charge (OIC) shall receive two (2) hours of pay for each shift in which they serve as the OIC provided that the officer serves as the OIC for a minimum of 4 hours in one shift for this section to apply. Probationary officers shall not be assigned as OIC.

SECTION 15.8 Certified employees assigned as Field Training Officers or Communications Training Officers (those that complete the Daily Observation Report) shall receive two (\$2.00) per hour for each hour in which the bargaining unit member is actually training a new employee.

SECTION 15.9 Canine Officer Pay: **Effective May 1, 2011.** Officers assigned to the position of Canine Officer, while so assigned, shall receive (in addition to his regular pay for the corresponding contract year) ~~a one-time annual additional amount~~ **pay, based on an annual amount (listed below) that will be paid on a quarterly basis,** and paid as an “adjustment to gross pay” as follows:

2008	—————	\$2,000.00	<u>2011</u>	<u>\$6000.00</u>
2009	—————	\$2,500.00	<u>2012</u>	<u>\$6000.00</u>
2010	—————	\$3,000.00	<u>2013</u>	<u>\$6000.00</u>

~~The Canine Officer~~ **Canine Officer(s)** shall not be responsible for out-of-pocket costs affiliated with care, equipment and feeding of the dog. The Canine Officer shall also not be responsible for the cost of kenneling the dog when the Officer is out of town **utilizing paid time off,** or unable to care for the dog. **The City will not continue to pay for vet bills, dog food, or any other expense after the dog has retired or has separated from regular work duties for the City of Rochelle**

ARTICLE XVI - HOLIDAYS AND HOLIDAY PAY

SECTION 16.1 An employee shall receive Holiday Pay, computed at the employee's regularly scheduled daily straight-time hours (eight (8), ten (10), or twelve (12)) times the employee's regular straight-time hourly rate of pay, for the following twelve (12) paid Holidays:

- | | | | |
|----|------------------|-----|------------------------|
| 1. | New Year's Day | 7. | Veteran's Day |
| 2. | Good Friday | 8. | Thanksgiving Day |
| 3. | Memorial Day | 9. | Day after Thanksgiving |
| 4. | Independence Day | 10. | Christmas Eve Day |
| 5. | Labor Day | 11. | Christmas Day |
| 6. | Columbus Day | 12. | New Year's Eve Day |

SECTION 16.2 An employee shall be eligible for holiday pay as follows:

- (A) The employee has been in continuous employment with the City for thirty (30) calendar days prior to the date of observance of such holiday.
- (B) The employee must have worked the last scheduled work day prior to, or the next scheduled work day after, and the holiday itself if so scheduled unless:
 - 1. The employee is excused from such scheduled work by the Chief of Police; or,
 - 2. If the holiday falls at the same time as the employee's approved vacation, the employee shall be required to take the holiday and not vacation for that day.

SECTION 16.3 An employee who works on an observed holiday shall do so only as a result of the current scheduling method. An employee who is scheduled to work and who works on a paid holiday shall receive one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked on that holiday plus holiday pay.

For the purpose of this Article, the holiday shall be for the shift beginning during the twenty four (24) hour period of the observed holiday. An employee working under Section 12.6 (Call Back) on a holiday shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked during the twenty four (24) hour period of the employee's observed holiday.

SECTION 16.4 Holidays shall be observed on the date the Federal Government designates, except as provided in Appendix D.

SECTION 16.5 Holiday pay shall be paid on the payday following the end of the payroll period in which the holiday is observed.

SECTION 16.6 Holidays shall be considered time worked for purposes of overtime computation.

ARTICLE XVII - VACATION AND VACATION PAY

SECTION 17.1 An employee shall receive time off with pay annually as vacation and vacation pay in accord with the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation and Vacation Pay</u>
After 1 year	48 hours
After 3 years	96 hours
After 5 years	132 hours
After 7 years	144 hours
After 9 years	168 hours
After 12 years	192 hours
After 15 years	216 hours

Vacation pay shall be computed on the basis of the employee's regular straight time hourly rate at

the time the vacation is taken and in conjunction with the employees work schedule of eight (8), ten (10) hours, or twelve (12) hours.

SECTION 17.2 An employee shall be eligible for vacation and vacation pay on the following basis:

- (A) An employee who actually works at least one thousand two hundred fifty (1250) hours during the employee's anniversary year shall earn and accrue vacation and vacation pay upon the employee's anniversary date, and not before and therefore there is no proration for a fractional year of service.
- (B) Vacation and vacation pay shall first accrue following continuous employment with the City for a period of twelve (12) consecutive months.

Section 17.3 Vacation Except as herein otherwise provided, vacation must be taken during the twelve (12) month period following the date of accrual. An employee may accumulate and carry over an aggregate maximum of ten (10) days of unused vacation from one anniversary year to the next. Upon retirement, sworn officers may cash out a maximum of 216 hours of vacation.

Vacation Year Schedule Selection. Vacation periods shall be assigned to be taken during the Vacation Year which is defined as the time between Jan 1st to Dec 31. Vacation periods may only be taken following the anniversary year they are earned. Vacations shall be scheduled on an operating unit basis. On or about Oct 15th of each year, the Employer shall request employees to specify dates desired for vacation based upon employees' first preference of vacation. Incremental periods thereafter shall be based upon first-come first-serve basis with seniority determining any conflict.

Section 17.4 Period Preference. Employees shall be assigned vacation according to their specified preference if the preference is provided to Employer prior to Nov 1st preceding the Vacation Year in which the vacation period is to be scheduled, provided Employer's work schedule so permits without unreasonable rescheduling. Where there is a conflict between employees' preference for vacation scheduling, Employer shall grant the vacation by seniority to resolve the conflict. The most senior employee shall be granted the preferred time and the junior employee shall be granted an alternative vacation period. Vacation leave may be cancelled by the Chief of Police due to emergencies.

Section 17.5 Incremental Periods. Vacation periods shall be taken during the Vacation Year between Jan 1st and Dec 31st as follows:

1. After one (1) year employment: may be taken in 8, 10, or 12 hour increments.
2. After three (3) years employment: one (1) forty (40) consecutive or more hour increments and the remainder in eight (8), 10 or 12 hour increments.
3. After eight (8) or more years employment: up to five (5) single 8, 10 or 12 hour days and the remainder to be taken in increments of five (5) or more consecutive 8, 10 or 12 hour

days. Prior to May 1st, each employee shall request 40 or 80 hour increments. After five (5) years of service, employees must request at least two (2) weeks of vacation proportional to the respective 8, 10, or 12 hour scheduled work days. Each week must be comparative to forty (40) hours.

4. Vacation not scheduled in five (5) consecutive 8, 10 or 12 hour increments may be scheduled in separate or consecutive 8, 10 or 12 hour increments upon at least three (3) weeks' advance notice to Employer, and up to three (3) days of such vacation may be taken in increments of four (4) or more consecutive hours upon as much advance notice to Employer as is possible in the circumstances, provided the Employer is able to adequately staff the shift during the requested incremental vacation hours.

5. Holiday occurring during a vacation block shall be paid as a holiday and not counted as a vacation day.

Section 17.6 Emergency Situation. After single day vacation has been exhausted, one-day-at-a-time vacation may be granted on an emergency basis with the approval of the Chief of Police when the required advance notice is not possible. Approvals will not be unreasonably denied.

Section 17.7 Schedule Posting. Employer shall post a schedule of approved vacation periods on bulletin boards respecting the preference of the employees insofar as the needs of Employer permits. Employer will post vacation schedules by the 30th of Nov.

Section 17.8 Schedule Change. If an employee desires to change vacation period, employee shall give the operating unit supervisor at least fifteen (15) working days advance notice, or less notice in the event of a documented medical cause for such request. Employer may accommodate the request providing the change does not conflict with other approved vacations or demands of service. All canceled vacation periods shall be made available on a seniority basis. All changes in vacation schedules will be posted by the Chief of Police.

Section 17.9 Vacation Pay Except as otherwise provided in Section 17.3 or unless excepted by the Chief of Police in response to an employee request, vacation pay shall be paid on the payday for the payroll period in which the vacation was taken.

Section 17.10 Vacation shall be considered time worked for purposes of overtime computation.

ARTICLE XVIII - INSURANCE

SECTION 18.1 Subject to the provisions of this Article, the City shall provide health insurance coverage for an employee beginning the first (1st) of the month following the first (1st) thirty (30) days continuous employment, and where properly elected by the employee, to the employee's dependents.

~~During the term of this agreement, the City shall pay 98% of the premium for the employee. If the employee elects dependent coverage, the premium shall be paid in accord with the following:~~

~~City 78% and employee 22%.~~

During the term of this agreement, the Employees shall pay a percentage of the total premium for the chosen level of health coverage according to the following schedule:

<u>Coverage Level:</u>	<u>1-01-12</u>	<u>01-01-13</u>	<u>01-01-14</u>
<u>Employee Only</u>	<u>5%</u>	<u>10%</u>	<u>15%</u>
<u>Family*</u>	<u>13%</u>	<u>14%</u>	<u>15%</u>

[* "Family" is defined as "Employee plus Eligible Dependents"]

The employee's portion of the premium for any coverage shall be paid either:

- (A) if the employee is on the active payroll by withholding the appropriate amount from the employee's pay check, in equal installments; or,
- (B) if the employee is not on the active payroll by prepayment of the appropriate amount by the employee no later than the 15th day of the month preceding the month for which such coverage is provided.

Except as otherwise specifically provided in this Agreement or by law, the City's obligation to pay any premium and coverage shall end at the end of any month in which an employee ceases active employment.

SECTION 18.2 The health insurance coverage for an employee and, where appropriate, dependents, shall be the same for employees covered by this Agreement as it is for the other employees of the City of Rochelle.

The City shall provide the Council written notice of any change in carrier. The coverage shall remain substantially similar.

SECTION 18.3 The City shall be relieved of any liability to any employee or beneficiary other than to maintain its portion of premium payments as above specified for the duration of this Agreement. The failure of the insurance carrier to provide for any of the benefits for which it is contracted shall result in no liability of the City nor shall such failure be considered a breach by the City of any of the obligations under law or by this Agreement. Nothing herein contained, however, shall be construed to relieve the carrier from any liability which it may have to the City or to any employee or beneficiary.

SECTION 18.4 Life Insurance. The City shall provide an employee with a life insurance benefit in the amount of twenty thousand dollars (\$20,000.00) at no cost to the employee.

SECTION 18.5 The City shall supplement the existing health care plan so that the employee

pays no expenses for inoculations, immunization shots or required medical tests for an employee and for members of the employee's family when such becomes medically necessary as a result of the employee's exposure to a contagious disease in the course of duty.

ARTICLE XIX - EDUCATION

SECTION 19.1 The Employer will provide release time, and reasonable cost reimbursement for an employee to attend job-related seminars, training programs, and academic courses which have been pre-approved by the Chief of Police and which are required as a condition of continuing employment.

SECTION 19.2 Subject to prior written approval by the Chief of Police and the City Manager, an employee will be reimbursed for up to one hundred percent (100%) of the cost of tuition and fees (excluding books and other course materials) for successfully completing with a grade of "C" or better academic courses offered by educational institutions, community/junior colleges, senior colleges, and universities. The tuition reimbursement program is intended for courses which are related to an employee's current or prospective job duties or are part of a degree program related to an employee's current or prospective job duties.

ARTICLE XX - CLOTHING ALLOWANCE

SECTION 20.1 The City shall provide the initial uniform and equipment (except shoes which are provided by the employee) and replace same due to damage or wear through a quartermaster system.

SECTION 20.2 Detectives shall receive a clothing allowance of seven-hundred fifty dollars (\$750) per year, payable in four equal installments, one in each quarter of the fiscal year.

ARTICLE XXI - INDEMNIFICATION OF EMPLOYEES

SECTION 21.1 The Employer's obligations for indemnifying employees for conduct and actions arising from and within the scope of employment, shall be defined and limited by applicable Illinois statute; provided, however, the dollar limits of liability shall be that amount provided by the Employer's insurance carrier according to the terms of the liability insurance policy.

SECTION 21.2 An employee shall be required to fully and unequivocally cooperate with the Employer during the course of any investigation and the administration or litigation of any claim arising under this Article. An employee who fails to provide such cooperation shall be subject to loss of indemnification and other discipline or discharge as determined by the Employer.

ARTICLE XXII - SAFETY

SECTION 22.1 The Employer shall use all reasonable effort to provide reasonably safe

working conditions for the employees covered by this Agreement.

SECTION 22.2 The Council and the employees will follow all reasonable safety rules and regulations established by the Employer and will report to the Chief of Police any condition that appears to be unsafe.

SECTION 22.3 The Employer shall not require an employee to use any equipment which has been determined to be defective until such time as that defect has been rectified. When an assigned departmental vehicle or item of equipment is found to have a disabling defect or is in violation of laws, an employee shall notify a supervisor, complete required reports, and follow the supervisor's direction relating to requests for repairs, replacement or operation of said vehicle or item of equipment. No employee shall fail to obey a direct order of the supervisor concerning use of a vehicle or piece of equipment unless the employee has reasonable fear of an immediate and significant danger which might arise from such use. Any such fear shall be immediately detailed in writing and fully investigated by the parties.

SECTION 22.4 Ballistic Vests. The Employer shall provide all sworn personnel who are members of the Council with a ballistic vest or soft body armor. Personnel who have already been provided with vests shall have the vest replaced by the Employer as the warranty period for the vest expires.

The following standard is listed for the purpose of establishing a minimum level of ballistic performance that will be expected: Federal Standard NIJ-STD- 0101.04, published Sept, 2000, for threat level Type II Ballistic and Back/Face performance, and as such may be revised hereafter. All vests shall also be designed to accommodate and shall be equipped with a ballistic insert (strike plate).

The Employer shall replace vests when the warranty period of the manufacturer expires [five (5) years] and the vest carriers shall be replaced as needed, at a maximum of six (6) per year.

ARTICLE XXIII - SUBSTANCE ABUSE AND TESTING

Section 23.1 Statement of City Policy

It is the policy of the City of Rochelle that the public has the right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect their employees to report to work fit and able for duty. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of the employees.

Section 23.2 Prohibitions

Employees shall be prohibited from:

- a. consuming or possessing alcohol or illegal drugs at any time during the work day or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business, except as required in the line of duty;
- b. illegally selling, purchasing or delivering any illegal drug, except as required in the line of duty;

- c. being under the influence of alcohol or illegal drugs during the course of the work day;
- d. failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 23.3 Drug and Alcohol Testing Permitted

Where the City has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs during the course of the work day, or in the event of an on-duty vehicular accident which results in any property damage or bodily injury, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 10 below. The foregoing shall not limit the right of the City to conduct such test as it may deem appropriate for persons seeking employment as police employees prior to their date of hire.

Section 23.4 Reasonable Suspicion Standard

Reasonable suspicion shall be based upon the following:

- a. Observable phenomena such as direct observation of the use or the verifiable physical symptoms resulting from using or being under the influence of drug or alcohol; or,
- b. First hand information provided by an identifiable, reliable and credible third party that an employee has recently used illegal drugs, or is consuming or under the influence of alcohol during the course of the work day.

Section 23.5 Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted a reasonable opportunity, not to exceed one hour, to consult with a representative of the Council at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Council representation and/or legal counsel. Refusal to submit to such testing shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 23.6 Tests to be Conducted

In conducting the testing authorized by this Agreement, the City 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 Substance Abuse and Mental Health Services Administration (SAMHSA)
- b. insure that the laboratory or facility selected conforms to all SAMHSA standards;
- c. establish a chain of custody procedure for both sample collection and testing will insure the integrity of the identity of each sample and test result. No employee below the rank of sergeant covered by this Agreement shall be permitted at any time to become a part of such chain of custody.
- d. collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;

- e. collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security of the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief 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 metabolites;
- g. provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Chief within seventy-two (72) hours of receiving the results of the tests;
- h. require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests;
- i. require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that showing any alcohol concentration of .05 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- j. provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- k. ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 23.7 Right to Contest

The Council and/or the employee, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue to same in their own discretion, with or without the assistance of the Council.

Section 23.8 Voluntary Requests for Assistance

The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the City

may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The City shall make available through appropriate agencies a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the City, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

The foregoing shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of the police employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employees' ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties.

Section 23.9 Discipline

Use of illegal controlled drugs at any time while employed by the City, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty (except as may be required in the line of duty), shall be cause for discipline, up to and including termination, subject to confirmation by the grievance and arbitration procedure or the City of Rochelle Board of Fire and Police Commission. While all such disciplinary issues shall be subject to the jurisdiction of an arbitrator or Board of Fire and Police Commission, all other issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 23.10 Random Testing

In the first instance that an employee is found to be under the influence of alcohol, and for whom the Employer, arbitrator, or commission has deemed appropriately should undergo treatment in lieu of or in addition to some disciplinary action, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall be subject to the following conditions:

- a. the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b. the employee discontinues his use of illegal drugs or abuse of alcohol;
- c. the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;
- d. the employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of alcohol during the hours of work shall be subject to discipline, up to and including discharge.

Furthermore, employees voluntarily assigned to the position of D.A.R.E. Officer, or drug enforcement task force or unit may be subject to random drug and alcohol testing.

ARTICLE XXIV - INVALID ARTICLES

SECTION 24.1 If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

SECTION 24.2 If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to the other persons or circumstances shall not be affected thereby.

SECTION 24.3 If any provision of this Agreement or the application of such provision to any person or circumstances shall at any time be contrary to law, the parties shall meet to negotiate a substitute provision which shall remain in effect until the expiration of the Agreement or until the affected provision is restored pursuant to the above paragraphs. Should the parties bargain to impasse over the substitute provision, such shall be resolved in accord with the impasse procedures contained in the Act.

ARTICLE XXV - COMPLETE AGREEMENT

SECTION 25.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that each party did make certain proposals to and demands upon the other, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each party herein agrees that it has withdrawn all proposals and demands made to or upon the other in connection with said negotiations that are not incorporated in or covered by this Agreement in whole or in part; and that such withdrawal is as much a consideration for the written Agreement as is the incorporation herein of matters agreed upon.

SECTION 25.2 The parties reserve the right to modify this Agreement in writing by mutual agreement. This reservation in no way imposes a duty to bargain in contradiction of the waiver of such duty effected in Section 25.1 above, or over any other changes desired by either party during the term of this agreement except as is required by law.

ARTICLE XXVI - DURATION AND TERMINATION

SECTION 26.1 This Agreement expresses the complete understanding of the parties hereto on the subjects of wages, working conditions, hours of work, other conditions of employment, and all bargainable subjects; however, this Agreement may, by mutual agreement, be amended or modified, from time to time, in writing, and such amendments or modifications shall become a part of this Agreement when attached to this Agreement and signed by the respective parties; except, neither party is in any way whatsoever required to negotiate concerning or agree to any proposal of the other concerning any possible amendments or modifications.

SECTION 26.2 This Agreement shall be in full force and effect as of the date of its execution and shall remain in effect until midnight of April 30 and shall continue thereafter in full force and effect from year to year unless written notice of desire to terminate, amend or modify this Agreement is given by either party to the other in writing by registered mail at least ninety (90) days and no more than one hundred twenty (120) days prior to the aforesaid termination date.

SECTION 26.3 Recognizing that this Agreement is the product and the demonstration of the strength of the bargaining process engaged in good faith, and recognizing the uniqueness of this Agreement between these parties, and notwithstanding any provisions to the contrary, both parties hereby affirm their intent that this Agreement shall remain in full force and effect after expiration until a new Agreement is reached.

Executed this _____ this day of _____ 2011.

CITY OF ROCHELLE

FRATERNAL ORDER OF POLICE

Police Chief

Chairman, Bargaining Committee

City Clerk

Secretary, Bargaining Committee

City Manager

F.O.P., Field Representative

APPENDIX A
CITY OF ROCHELLE POLICE DEPARTMENT
WAGE SCHEDULE

SWORN:	May 1, 2011 (+2.25%)	May 1, 2012 (+2.75%)	May 1, 2013 (+3.0%)
start	\$20.04	\$20.59	\$21.21
1	23.13	23.76	24.48
3	24.26	24.93	25.68
5	25.50	26.20	26.99
7	26.76	27.52	28.34
9	28.09	28.86	29.73
10	*****	*****	32.83
11	*****	31.88	*****
12	31.02	*****	*****

SERGEANTS:	May 1, 2011 (+10% over top)	May 1, 2012 (+10% over top)	May 1, 2013 (+10% over top)
	\$34.12	\$35.06	\$36.12

DISPATCH:	May 1, 2011 (+10% mkt adj, + 2.25%)	May 1, 2012 (+2.75%)	May 1, 2013 (+3.0%)
start	\$15.45	\$15.88	\$16.36
1	18.46	18.96	19.53
3	19.64	20.18	20.78
5	20.67	21.24	21.88
8	21.73	22.23	23.00
10	22.78	23.40	24.10

COMM SUPV:	May 1, 2011 (+10% over top)	May 1, 2012 (+10% over top)	May 1, 2013 (+10% over top)
	\$25.05	\$25.74	\$26.52

Officers assigned to the Investigative Division shall be paid at a rate one step above their respective step illustrated on the above Wage Schedule for the time assigned to the Investigative Division. If the officer is at the maximum Step/Grade, the officer shall receive that rate plus \$1.25 per hour for the time assigned in the Investigative Division.

APPENDIX B

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

I, _____, hereby authorize my employer, _____
_____, to deduct from my wages the uniform amount of monthly dues set
by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of
negotiating and maintaining the collective bargaining agreement between the parties and to remit
such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time
direct.

Signed: _____
Date: _____ Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Please remit all dues deductions to:

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

APPENDIX C

HOLIDAY OBSERVANCE DATES

The bargaining unit is comprised of employees who are regularly scheduled to work either a seven (7) day week schedule or a five (5) day business week schedule. The day on which a paid holiday provided in Article XVI shall be observed is determined by an employee's regular schedule:

Seven (7) Day Week Schedule

HOLIDAY	2011	2012	2013	2014
New Year's Day		January 1, 2012	January 1, 2013	January 1, 2014
Good Friday		April 6	March 29	April 18
Memorial Day	May 30, 2011	May 28	May 27	
Independence Day	July 4	July 4	July 4	
Labor Day	September 5	September 3	September 2	
Columbus Day	October 10	October 8	October 14	
Veteran's Day	November 11	November 11	November 11	
Thanksgiving	November 24	November 22	November 28	
Thanksgiving	November 25	November 23	November 29	
Christmas Eve	December 24	December 24	December 24	
Christmas Day	December 25	December 25	December 25	
New Year's Eve	December 31	December 31	December 31	

B. Five (5) Day Business Week Schedule

HOLIDAY	2011	2012	2013	2014
New Year's Day		January 2, 2012	January 1, 2013	January 1, 2014
Good Friday		April 6	March 29	April 18
Memorial Day	May 30, 2011	May 28	May 27	
Independence Day	July 4	July 4	July 4	
Labor Day	September 5	September 3	September 2	
Columbus Day	October 10	October 8	October 14	
Veteran's Day	November 11	November 12	November 11	
Thanksgiving	November 24	November 22	November 28	
Thanksgiving	November 25	November 23	November 29	
Christmas Eve	December 23	December 24	December 24	
Christmas Day	December 26	December 25	December 25	
New Year's Eve	December 30	December 31	December 31	

APPENDIX D

FAMILY MEDICAL LEAVE POLICY

To comply with the Family and Medical Leave Act (“FMLA”), the City shall grant eligible employees unpaid family and medical leaves of absence under the following terms and conditions. The City may allow employees to be absent for reasons not covered by this policy or for periods beyond those required by the FMLA. Such additional periods of absence, if allowed, are discretionary with the City.

1. Eligibility

To be eligible for a family or medical leave, an employee must:

- a. Have been employed by the city for at least 12 months (not necessarily consecutive, and
- b. Have worked at least 1,250 hours during the previous 12 month period (hours of work are defined within the meaning of the Fair Labor Standards Act and regulations).

2. Purpose of Leave

Leave under this policy will be granted for the following purposes:

- a. Medical Leave: If the employee is needed to care for a child, spouse or parent with a serious health condition (as defined in paragraph 5(c) of this policy) or if the employee is unable to perform the essential functions of her or his job because of the employee’s own serious health condition.
- b. Family Leave: To care for a child after the birth or placement of the child with the employee for adoption or state-sanctioned foster care. Any family leave must be completed within 12 months of the child’s birth or placement.

3. Duration and Scheduling of Leaves

- a. The City will grant up to 12 work weeks of family and medical leave in any 12-month period subject to Section 6(a) of this policy.
- b. Leave may be taken:
 - (1) In one 12-week period;
 - (2) In two or more leaves for different reasons totaling 12 work weeks;
 - (3) Intermittently in the case of a medical leave, when medically necessary, with the hours/days/weeks of leave equaling an equivalent of 12 work weeks;
 - (4) As part of a reduced work schedule in the case of a medical leave, when medically necessary, with the hours/days of leave equaling 12 work weeks.

- c. Where both husband and wife are employed by the City and eligible for FMLA leave, they are permitted to take only a combined total of 12 weeks of leave during any 12 month period if the purpose of the leave is for:
 - (1) the birth of a son or daughter or to care for the child after birth;
 - (2) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or
 - (3) to care for a parent (but not a parent “in-law”) with a serious health condition

4. Employee Notice of Leave

- a. An employee requesting a family or medical leave must provide notice to the City as soon as practicable. Where the need for a leave is foreseeable, e.g. for the birth of a child or planned medical treatment, the employee must provide 30 days notice. In the event the employee fails to provide 30 days notice for a foreseeable leave, the City may delay the start of the employee’s leave until 30 days after notice is provided.
- b. In the case of a request for intermittent or reduced schedule leave or leave for planned medical treatment, the employee shall, at the City’s request, schedule such treatment so as not to unduly disrupt the City’s operations.

5. Medical Certification

- a. In requesting a leave, an employee must provide sufficient facts to demonstrate that the leave qualifies under the FMLA.
- b. In the case of a request for a medical leave, the employee must provide, within 15 days of the City’s request, a medical certification, from the employee’s or family member’s health care provider that the leave is necessary because of her or his serious health condition or the need to care for a spouse, child or parent with a serious health condition.
- c. For purposes of this policy only, a serious health condition is an illness, injury, impairment or physical or mental condition that involves:
 - (1) A period of in-patient care in a hospital, hospice or residential medical facility; or
 - (2) A period of incapacity requiring absence from work, school or other regular daily activities for more than three calendar days and involving continuing treatment by a health care provider; or
 - (3) Continuing treatment by a health care provider for a chronic or long-term condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three days.

- d. The City, at its expense, may require a second opinion of a second health care provider. When the second opinion conflicts with the first, the City may require a third opinion from a health care provider to be approved jointly by the employee and City.
- e. An employee on leave must report every 30 days on her or his status and intention to return to work and, in the case of a medical leave, provide recertification every 30 days by a health care provider.
- f. The City may deny or delay leave to employees who do not provide proper or timely medical certification.
- g. Employees who fail to return to work on their scheduled return date without obtaining management approval for extension of leave will be treated as voluntary quits and removed from the payroll.

6. Compensation and Benefits

- a. Family and medical leave granted under this policy are unpaid except that the employee is required to use accrued paid vacation in excess of forty (40) hours, and sick leave time as part of family or medical leave provided under this policy. Accrued sick time may be taken before vacation time at the employee's discretion. The accrued vacation and sick leave used for these purposes will be treated as paid family and medical leave under this policy. The total of paid and unpaid leave for family and medical leave purposes under this policy may not exceed 12 weeks during any 12-month period. The 12-month period will be a rolling period measured backward from the date the employee uses any leave under this policy.
- b. An employee on family or medical leave will continue to be covered under the City's group health plan and other group benefit plans under the same terms as the employee had been continuously working during the leave period, subject to Section 7 below, provided that:
 - (1) Coverage shall end when the employee notifies the City of her or his intent not to return to work, fails to return on the scheduled date, or exhausts her or his family and medical leave rights under this policy;
 - (2) The employee must pay her or his share (if any) of applicable premium payments at the same time as these payments would be made if by payroll deduction. Coverage shall cease if the employee's payment is more than 30 days late.
- c. Any employee who fails to return to work after an unpaid leave under this policy (except for reasons beyond her or his control) will be required to reimburse the City for the cost of coverage during the leave.

7. Employment Status

- a. During a leave under this policy, the employee will not accrue any benefits that accrue according to length of service (e.g. paid vacations).
- b. The employee will not lose any previously accrued benefits because of a leave taken under this policy.
- c. Upon the conclusion of an approved leave, the employee will be restored to her or his former position or to an equivalent position (with respect to pay, benefits, and other terms and conditions of employment) with any general pay increases or benefits enhancements granted during the leave, provided that:
 - (1) An employee returning from a personal medical leave will be required to obtain and present certification from her or his health care provider that the employee is able to resume work.
 - (2) An employee returning from leave has no greater rights to a position or benefits than had he/she been continuously working during the leave period (e.g. in the case of lay-off).
 - (3) Where the employee seeks an intermittent or reduced scheduled medical leave, the City may temporarily transfer the employee to an available alternative position with equivalent pay and benefits for which the employee is qualified if the transfer better accommodates the requested recurring periods of leave.
 - (4) In the case of “key” employees (a salaried employee who is among the 10% highest paid employees employed with 75 miles of the facility), the city may notify the employee (personally or by certified mail) that restoration of the employee would cause substantial and grievous economic injury to the City and may deny reinstatement to that employee unless the employee elects to return from leave after receiving such notice (provided the City determines at the time of the request for restoration that such injury would result from the employee’s restoration).
 - (5) An employee on an approved leave may not perform work for another employer during that leave.