

Agreement between
City of Rolling Meadows, Illinois

and

Rolling Meadows Police Association

January 1, 2022 to December 31, 2025

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PREAMBLE

This AGREEMENT entered into by the CITY OF ROLLING MEADOWS, ILLINOIS (hereinafter referred to as the "City" or the "Employer") and the ROLLING MEADOWS POLICE ASSOCIATION (hereinafter referred to as the "Association"), is in recognition of the Association's status as the representative of the City's non-supervisory sworn peace officers, and has as its basic purpose the promotion of harmonious relations between the Employer and the Association; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the City; the establishment of a peaceful procedure for the resolution of grievances as provided herein; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Association do mutually promise and agree as follows:

ARTICLE I RECOGNITION

Section 1.1. Recognition. The City recognizes the Association as the sole and exclusive collective bargaining agent for all sworn full-time peace officers employed by the City of Rolling Meadows, in the ranks of Commander, Sergeant and below. Excluded are all other employees, including, but not limited to: all sworn peace officers above the rank of Commander, any employees excluded from the definition of peace officer, as defined in the Act, and all other managerial, supervisory, confidential, and professional employees, as defined by the Act, as amended.

Section 1.2. Fair Representation. The Association recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Association.

Section 1.3. Association Officers. For purposes of this Agreement, the term "Association Officers" shall refer to the Association's duly elected President, Vice-President, Secretary, Sergeant-at-Arms and Treasurer.

ARTICLE II UNION SECURITY AND RIGHTS

Section 2.1. Dues Check-Off. While this Agreement is in effect, the City will deduct from each employee's paycheck, in the last pay period of each month, the uniform, regular monthly Association dues for each employee in the bargaining unit who has signed and filed with the City a voluntary, effective check-off authorization form. The City shall forward to the Association Treasurer by the tenth (10th) day of the month all amounts deducted during the preceding month. The actual dues amount deducted, as determined by the Association, shall be uniform in nature for each employee in order to ease the Employer's burden of administering this provision.

An Association member desiring to revoke the dues check-off may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the signing of this Agreement, in each year during the life of the contract, or within thirty (30) days prior to the expiration date of this Agreement.

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

Section 2.2. Association Indemnification. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

ARTICLE III **LABOR-MANAGEMENT MEETINGS**

Section 3.1. Meeting Request. The Association and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings be held if mutually agreed between Association representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

1. discussion on the implementation and general administration of this Agreement;
2. a sharing of general information of interest to the parties including a discussion of unusual compensation for unusual work if requested; and
3. notifying the Association of changes in conditions of employment contemplated by the Employer which may affect employees.

Section 3.2. Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3.3. Attendance. Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance by off-duty personnel during such meetings shall not be considered time worked for compensation purposes. If a labor management meeting is scheduled at the request or consent of the City during the regularly scheduled duty hours of one or more Association representatives, they shall be released from duty without loss of pay, and they shall remain available to return to duty if needed. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE IV MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains the right to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including, but not limited to all rights and authority possessed or exercised by the City prior to the execution of this Agreement. These rights include, but not limited to, the following: to plan, direct, control and determine all the operations and services of the City; to determine the City's budget and budgetary priorities; to levy taxes; to supervise and direct the working forces; to establish qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the City; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE V SUBCONTRACTING

Section 5.1. General Policy. It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems appropriate in the exercise of its best judgment and consistent with the City's lawful authority under Illinois statutes.

Section 5.2. Notice of Discussion. Except where an emergency situation exists, before the City changes its policy involving the overall subcontracting of work in a general area where such policy change will result in a loss of work (excluding overtime) to one (1) or more bargaining unit employee(s), the City will notify the Association and offer the Association an opportunity to discuss the City's proposed subcontracting decision and its effect on bargaining unit employees.

Section 5.3. Bargaining Unit Work. The City will not employ part-time police officers. Notwithstanding the above, the City shall have the right to use a civilian evidence and property custodian, a civilian background investigative assistant, and a civilian administrative assistant, provided that each works less than thirty (30) hours in a seven (7) calendar day work period, and

shall also have the right to use civilian community service officers.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1. Application of Article. This Article is intended, among other things, to set forth the regular hours of work and as a basis for calculating overtime payments and the hourly rate of pay. Nothing in this Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle or any other period.

Section 6.2. Normal Work Cycle and Work Day. Except as provided elsewhere in this Agreement, or as otherwise agreed to during the term of this contract and exempted from the provisions of Section 3.2 (Labor/Management Meetings – content), the current normal work cycle outside the patrol unit consists of 38.75 regularly scheduled work hours in a seven-day work period. The normal work day shall be eight (8) hours per day, including an unpaid fifteen (15) minute break, a paid fifteen (15) minutes break, and a thirty (30) minute paid lunch break. Non-patrol personnel will be paid for a 7-3/4 hour workday.

Except as provided elsewhere in this agreement or as otherwise agreed to during the term of this agreement and exempted from the provisions of Section 3.2 (Labor/Management Meetings – content), the normal work cycle for the patrol unit shall be twenty-eight (28) days based on a schedule of six (6) days on and three (3) days off. The normal workday for Patrol Division officers shall be 8-1/4 hours, which includes a daily briefing, a paid off-duty thirty (30) minute lunch break and two (2) fifteen minute breaks which will be scheduled by the officer's immediate supervisor (normally the sergeant in charge).

The normal workday and work cycle for Patrol Division sergeants shall be as provided in Administrative Order No. 13-12, issued on September 23, 2013. The normal workday and work cycles for sergeants outside of the Patrol Unit and the regularly scheduled annual work hours for police officers and sergeants shall be as set forth in Administrative Order No. 13-12, issued on September 23, 2013, attached hereto as Appendix "B".

Section 6.3. Changes in Normal Work Cycle and Work Day. The shifts, workdays and hours to which employees are assigned shall be stated on the monthly Departmental work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or work week, the City will give at least forty-eight (48) hours actual personal notice where practicable of such change to the individuals affected by such change. Personal notice shall include leaving a message by voicemail on the phone number provided by the employee to the Chief of Police or his/her designee for purposes of making contact. The City will also keep a current copy of the Mast Schedule, which shall be posted on the Department computer system, as approved by the Chief of Police or his/her designee. The schedule will be updated each Monday.

Section 6.4. Overtime Pay. When any police officer is held over more than fifteen (15) minutes beyond his regularly scheduled workday or duty shift as a result of events or activities which occur during his shift, he shall be paid at a rate of one and one-half (1-1/2) hours for each

overtime hour worked beyond his regularly scheduled work day with such pay received in fifteen (15) minute segments, unless the officer is held over to rectify his own error which needs to be corrected before the officer's next regularly scheduled shift.

Section 6.5. Compensatory Time. The City shall grant compensatory time off in lieu of overtime payment on the basis of one and one-half hours of compensatory time off for each one hour of overtime worked. Employees may not accumulate more than two hundred (200) hours of compensatory time, which equates to one hundred thirty-three and one-half (133.5) hours worked at straight time. All unused hours over eighty (80) in a given calendar year are to be paid out during the first pay period of December of each year under the agreement. In addition, a bargaining unit employee may request a payout of compensatory time of up to eighty (80) hours, provided that such payout of compensatory time shall only occur if the City Manager consents to such request, and such consent shall not be unreasonably denied; and such payouts shall take place by the second pay period following such request.

Upon reasonable request (but not less than ten (10) calendar days, except for an emergency) by the employee requesting compensatory time off, compensatory time off shall be granted to the employee in time blocks mutually agreed upon between the employee and the employee's supervisor and provided the use of the requested time does not unduly disrupt the operations of the Department. The Chief or his designee shall grant or deny the request under the conditions specified within twenty-four (24) hours of receiving the request.

Members are entitled to be paid for any accumulated compensatory time upon retirement or other termination of employment, at the employee's hourly rate of compensation in effect on the employee's last date of employment. Proceeds are subject to withholding for applicable state and federal taxes.

Section 6.6. Court Time. Employees who would otherwise be off-duty shall be paid at the overtime rate of time and one-half (1-1/2) their regular straight-time hourly rate of pay for all hours worked when appearing in court on behalf of the City in the capacity of a commissioned officer or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked. Employees will be paid overtime rates for a minimum of three (3) hours (except, effective upon execution of this Agreement in 2013, for traffic court, the minimum shall be two (2) hours), for all off-duty court time worked outside regularly scheduled hours in a single day or actual time spent, whichever is greater, unless the time extends to his regular work shift (except the restriction "unless the time extends to his regular work shift" shall not be applicable for officers assigned to the second (afternoon) shift).

Section 6.7. Call-Back Pay. An employee called back to work after having left work shall receive a minimum of three (3) hours work at overtime rates, as provided in Section 6.4 above, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error which needs to be corrected before the officer's next regularly scheduled shift.

Section 6.8. Required Overtime. The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. In non-emergency situations, the Chief or his designee as a general rule shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. The most senior volunteering employees shall be given preference. If there are insufficient volunteers, and where it will not adversely affect the job or unduly add to the time of making work assignments, the Chief or his designee shall assign overtime on a reverse length of service basis among non-volunteering employees assigned to the work unit (e.g. Shift 1, Shift 2, Shift 3, Investigations). However, volunteers will not necessarily be selected for work in progress. Also, specific officers may be selected for special assignments based upon specific skills, ability and experience they may possess.

Section 6.9. Hourly Rate of Pay. An employee's hourly rate of pay shall be determined by dividing the employee's annual base salary (plus any annual specialty pay and longevity) by the employee's regularly scheduled annual work hours.

Section 6.10. No Pyramiding. Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE VII **GRIEVANCE PROCEDURE**

Section 7.1. Definition. A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an employee against the City alleging that there has been, as to him, an alleged violation, misinterpretation or misapplication of an express provision of this Agreement, except hirings and promotions which are subject to the jurisdiction of the Rolling Meadows Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.

Section 7.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, a grievance will be processed in the following manner:

Step 1: Any employee who has a grievance shall submit the grievance in writing to the appropriate Deputy Chief on a form mutually agreed to by the parties. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement that are alleged to have been violated, and the specific relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the event first giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event from first giving rise to the grievance. The Deputy Chief shall render a written response to the grievant within five (5) business days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the

grievance to Step 2 of the grievance procedure, it shall be submitted by the employee in writing to the Police Chief or his designee within five (5) business days after receipt of the City's answer in Step 1. The grievance shall, to the extent possible, specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) business days with the grievant and an authorized Association representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or his designee shall provide a written answer to the grievant, within ten (10) calendar days following the meeting.

Step 3: If the grievance is not settled at Step 2 and the employee desires to appeal, it shall be referred in writing to the City Manager within five (5) business days after receipt of the City's answer in Step 2. Thereafter, the City Manager or his designee and the Police Chief or other appropriate individual(s) as desired by the City Manager, shall meet with the grievant, an Association Officer and/or the Association's attorney, if requested by the employee, within five (5) business days of receipts of the appeal, if at all possible. If no agreement is reached, the City Manager or his designee shall submit a written answer to the grievant and the Association within five (5) business days following the meeting.

Section 7.3. Arbitration. If the grievance is not settled in Step 3 and the Association wishes to appeal the grievance from Step 3 of the grievance procedure, the Association, but not an individual employee, may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the City's written answer as provided to the Association at Step 3:

1. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Either party may request that the panel be composed entirely of members of the National Academy of Arbitrators. Either party may also request that the panel be composed entirely of arbitrators who reside in Illinois, Wisconsin, Michigan or Indiana. The City and the Association shall have the right alternately to strike names from the panel. One party shall strike a name, the other party shall then strike a name, and this shall continue until one name remains. The person remaining shall be the arbitrator. The parties shall alternate striking the first name, with the Association striking first in the first grievance arbitration during the term of this Agreement.
2. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Association and City representatives.

3. The City and the Association shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Association retain the right to employ legal counsel.
4. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
5. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
6. The fees and expenses of the arbitrator and the cost of a written transcript, if requested by the arbitrator, shall be divided equally between the City and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award that is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 7.4 shall be final and binding upon the City, the Association and the employees covered by this Agreement.

Section 7.5. Employee Right to Self-Representation. Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Association, provided that an Association officer is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with terms of this Agreement.

Section 7.6. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 (Step 2 in the case of an Association grievance) within ten (10) business days after the occurrence of the event first giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. A business day is defined as a calendar day, exclusive of Saturdays, Sundays or holidays.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled

on the basis of the City's last answer. If the City does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 7.7. Association Grievances. If a grievance alleges a violation, misinterpretation or misapplication of the specific terms of this Agreement that relate directly to Association rights (e.g., dues check-off, fair share, Association use of bulletin boards), or if a grievance arises out of the same facts, requests the same remedy, and alleges the same violation, misinterpretation or misapplication of a specific term of this Agreement as to a class of two (2) or more employees, the Association, acting through the Association President, shall have the right to submit a grievance at the second step of the grievance procedure, provided it is filed within the time limits specified in Section 7.6.

Section 7.8. Miscellaneous. No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City, unless and until a City official, with authority to resolve grievances, as specified in Section 7.2, has agreed thereto in writing.

ARTICLE VIII **NO STRIKE-NO LOCKOUT**

Section 8.1. No Strike. Neither the Association nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. Each employee who holds the position of officer or steward of the Association occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Association agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 8.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE IX
HOLIDAYS

Section 9.1. Holiday. Effective January 1, 2017, the following are paid holidays for eligible employees:

New Year's Day	
Martin Luther King Day	Thanksgiving Day
Memorial Day	
Independence Day	Christmas Eve
Labor Day	Christmas Day

Employees are entitled to choose six (6) eight-hour floating holidays per calendar year (January 1 through December 31). New employees on a probationary status shall not be eligible for floating holidays until they have successfully completed six (6) consecutive months of full-time service to the City. New employees on a probationary status who terminate their employment prior to the six (6) month period shall not be eligible for pay for the floating holidays. The floating holidays shall accrue at the start of the calendar year for all non-probationary employees. The eight (8) (exclusive of the six (6) floating holidays) holidays shall accrue for all employees when they are observed by non-Patrol Division employees.

Section 9.2. Holiday Pay (Patrol Division).

- a. Employees in the Patrol Division shall be compensated for holidays, by being given fourteen (14) days off each year that shall be scheduled on a first-requested, first-received basis, subject to Department operating requirements (*i.e.* not requiring the hiring back of a bargaining unit member at overtime rates of pay, except as provided in paragraph b hereof). In addition to such fourteen (14) days off, if a Patrol Division employee is called in to work on a holiday that was his scheduled day off, he shall be paid at a double time rate for all hours worked.
- b. Any day shall be available for three (3) of the six (6) floating holidays, and at least one bargaining unit employee at a time per shift may be allowed to schedule three (3) floating holidays during the year with at least fifteen (15) days advance notice; provided that the City, at its discretion, may block out certain periods during which no employee will be allowed to schedule holidays, such as holidays periods or special activities.
- c. Holiday time off, above and beyond the three (3) holidays referenced in the subparagraph (b) above, shall be scheduled throughout the year on a first-requested, first-received basis, subject to Department operating requirements (*i.e.*, not requiring the hiring back of a bargaining unit member at overtime rates of pay).
- d. It is further provided that the City shall give fourteen (14) days advance notice prior to any block out time periods, except in emergency circumstances. Any employee who has already received approval for the scheduling of a floating holiday, will be compensated at a double time rate for all hours actually worked, subject to a two-hour minimum call-back, in addition

to his regular pay, if he is called in to work on that holiday.

- e. It is understood that when employees schedule holidays, the City will only reduce the number of floating holidays an employee has available if the employee has no other holidays available or if the employee uses one, two or three (3) of the three (3) floating holidays as set forth in subparagraph (b) above. The City shall post quarterly each employee's holiday balances to show for each employee, as of the date of posting, the total number of holidays available to be taken any how many of the total are floating holidays. Effective December 31, 2013, and each subsequent December 31st thereafter, no employee shall be allowed to carry over, into the next calendar year, more than two hundred fifty (250) hours of accumulated holiday time. The City shall reimburse employees for any holiday time in excess of two hundred fifty (250) hours as of December 31st of each year, at the hourly rate of pay then in effect for such employee on December 31st of that year. In addition, a bargaining unit employee may request a payout of holiday time of up to eighty (80) hours, provided that such payout of holiday time shall only occur if the City Manager consents to such request, and such consent shall not be unreasonably denied; and such payouts shall take place by the second pay period following such request.
- f. Employees who work on a holiday listed in Section 9.1 (the actual holiday) as scheduled shall be paid at time and one-half (1.5 times) the hourly rate for regularly scheduled hours and double time for overtime hours worked.

Section 9.3. Holiday Pay (Non-Patrol Division).

- a. Employees outside the Patrol Division shall observe holidays (except for floating holidays) as established on Departmental work schedules, except that employees may opt to work on Christmas Eve, Memorial Day, Independence Day and/or Labor Day, and bank such holiday(s) hours in the employee's accrual bank. For each such holiday, when not worked, an eligible employee shall receive his regular pay. For each of such holidays that an employee outside of the Patrol Division opts to work, then such employee shall not be eligible for any additional compensation, other than the accrual of such holiday hours. If an employee outside of the Patrol Division is required to work on a holiday, for each such holiday that is in fact worked, an eligible employee shall receive regular pay, plus (a) compensatory time off on a double time basis, or (b) regular hourly pay on a double time basis for all hours worked.
- b. Any day shall be available for three (3) of the six (6) floating holidays, and at least one bargaining unit employee at a time per shift may be allowed to schedule three (3) floating holidays during the year with at least fifteen (15) days advance notice; provided that the City, at its discretion, may block out certain periods during which no employee will be allowed to schedule holidays, such as holidays periods or special activities.
- c. Floating holidays time off, above and beyond the three (3) holidays referenced in the subparagraph (b) above, shall be scheduled throughout the year on a first-requested, first-received basis, subject to Department operating requirements (*i.e.*, not requiring the hiring back of a bargaining unit member at overtime rates of pay).

- d. It is further provided that the City shall give seven (7) days advance notice prior to any block out time periods, except in emergency circumstances. Any employee who has already received approval for the scheduling of a floating holiday, will be compensated at a double time rate for all hours actually worked, subject to a two-hour minimum call-back, in addition to his regular pay, if he is called in to work on that holiday. Effective December 31, 2013, and each subsequent December 31st thereafter, no employee shall be allowed to carry over, into the next calendar year, more than two hundred fifty (250) hours of accumulated holiday time. The City shall reimburse employees for any holiday time in excess of two hundred fifty (250) hours as of December 31st of each year, at the hourly rate of pay then in effect for such employee on December 31st of that year. In addition, a bargaining unit employee may request a payout of holiday time of up to eighty (80) hours, provided that such payout of holiday time shall only occur if the City Manager consents to such request, and such consent shall not be unreasonably denied; and such payouts shall take place by the second pay period following such request.

ARTICLE X
SENIORITY, LAYOFF AND RECALL

Section 10.1. Definition of Seniority.

- a. Seniority for police officers below the rank of Sergeant shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the City. Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate during unauthorized absences, authorized unpaid leaves of absence, or lay off. Conflicts of seniority shall be determined on the basis of the order of the officers on the Board of Fire and Police Commissioners hiring list, with the officer higher on the list being the more senior.
- b. Except for purposes of earning vacation credit, seniority for Sergeants shall be based on the length of time from the last date of beginning continuous full-time employment as a Sergeant in the Police Department of the City. For purposes of accrual of vacation credits, such accruals shall be based upon the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the City. Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate during unauthorized absences, authorized unpaid leaves of absence, or lay off. Conflicts of seniority shall be determined on the basis of the order of the officers on the Board of Fire and Police Commissioners Sergeants promotion list, with the Sergeant higher on the list being the more senior.

Section 10.2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of eighteen (18) months in duration. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period, provided that a probationary employee who has completed at least twelve (12) full months of work shall have his probationary period tolled due to an on the job injury occurring after his first twelve (12) months of work only to the extent

required for him to work at least one full month after returning to work before completing his probationary period. During the probationary period, the officer is entitled to all rights, privileges or benefits under this agreement, except that the City may suspend lay-off or discharge a probationary officer without cause and such officer shall have no recourse to the grievance procedure to the Fire and Police Commission, to contest such a suspension, lay-off or discharge.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority that shall be retroactive to his last date of hire with the City in a position covered by this Agreement.

Section 10.3. Seniority List. As of January 1st of each year, the City will post and provide the Association President with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date, as determined by the Board of Fire and Police Commissioners. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Chief of Police in writing within fourteen (14) calendar days after the Association's receipt of the list.

Section 10.4. Termination of Seniority. Seniority for all purposes and the employment relationship shall be terminated if the employee:

1. quits;
2. is discharged;
3. retires or is retired;
4. falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Police Chief or his designee;
5. fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation, except for good cause shown due to circumstances beyond the control of the employee;
6. is laid off and fails to respond to a notice of recall within three (3) calendar days after receiving a notice of recall as provided in Section 10.6, except for good cause shown due to circumstances beyond the control of the employee;
7. is laid off or otherwise does not perform bargaining unit work for the City (except for absences due to on-the-job injuries compensable under workers compensation or military service) for a period in excess of twelve (12) months; or
8. is absent for two (2) consecutive working days without notifying the City, except for good cause shown due to circumstances beyond the control of the employee.

Section 10.5. Layoff. The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statutes (Chapter 24, Section 10-2.1-18, as it existed on September 1, 1990). Except in an emergency, no lay-off will occur without at least thirty (30) calendar days notification to the Association. The City agrees to consult the Association, upon request, and afford the Association an opportunity to propose alternatives to the lay-off, those consultations shall not be used to delay the lay-off period.

Section 10.6. Recall. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given twenty-one (21) calendar days' notice of recall, (with the first twenty-one days being the date the notice is postmarked). The notice of recall shall be sent to the employee by certified or registered mail with a copy to the Association President. The employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. An employee who expects to be out of town may authorize the Association President to act as his agent in responding to a notice of recall when the employee is unable to do so on his own behalf; in that event, the Association President must notify the Police Chief or his designee of the employee's intention to return to work within three (3) days after receiving the notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, and the mailing address last provided by the Association President, it being the obligation and responsibility of the employee and the Association President to provide the Police Chief or his designee with their latest mailing addresses. If an employee (or the Association President, when acting as the employee's agent) fails to timely respond to a recall notice the employee's name shall be removed from the recall list.

ARTICLE XI
VACATIONS

Section 11.1. Eligibility and Allowances. Every employee shall be eligible for paid vacation after the completion of his or her probationary period with the Employer. Employees shall start to earn vacation allowance as of their date of hire. Employees hired before January 1, 2016, with previous government or military police service, other than in Rolling Meadows, shall be entitled to credit for such service for purposes of calculating length of continuous service for vacation accrual. Vacation allowances shall be earned monthly, based on the following schedule:

<u>Length of</u>	<u>Working Days</u>	<u>Maximum</u>
<u>Continuous Service</u>	<u>Vacation Per Year</u>	<u>Accrual</u>
After completion of 1 year	10 days (80 hours)	20 (160 hours)
After completion of 5 years	15 days (120 hours)	30 (240 hours)
After completion of 10 years	20 days (160 hours)	40 (320 hours)
After completion of 15 years	25 days (200 hours)	50 (400 hours)
After completion of 20 years	30 days (240 hours)	60 (480 hours)

Employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work. For purposes of this Section only, paid holidays, vacations, sick leave, and compensatory time off shall count as "hours of work".

Section 11.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 11.3. Scheduling and Accrual. Employees shall be awarded vacation time by the City in accordance with City service needs and, if possible, the employee's desires. Ordinarily, any day in the year shall be available for employee vacations and at least one bargaining unit employee below the rank of sergeant and one sergeant per shift may be allowed to schedule vacation time off on any given day on the initial seniority sign-up each year; provided, however, that the City, in its discretion, may block out certain time periods during which no employee will be allowed to schedule vacation, due to special activities or demands for police service that are anticipated during such time periods. On February 1st, each Shift Commander shall post a schedule of days available for vacation during the upcoming fiscal year. In those years when an employee is entitled to additional vacation time, the accrual of that additional vacation time shall begin on the day after the previous anniversary date. For example, on the day after the completion of an employee's fourth (4th) year anniversary date, he shall begin to accrue five (5) additional vacation days so that on the date of the completion of the fifth (5th) year, the employee will have accrued five (5) additional vacation days and will have available a total of fifteen (15) days that can be scheduled off for vacation purposes. Further, the employee shall be permitted to take the additional vacation time on the anniversary date on which he is entitled to the additional vacation time. The employees on each shift shall then select their vacation preferences in the order of their seniority, with the most senior employee having first choice, the next most senior having second choice, and so on. Employees can schedule no less than one (1) week of vacation at a time when making this initial selection. The amount of an employee's accumulated vacation leave above five (5) days may be used in no more than two (2) segments. The vacation periods requested pursuant to this procedure shall be submitted to the Shift Commander for approval by March 1st of each year or as soon thereafter as possible. The Shift Commander shall review the requests and post a vacation schedule for the upcoming fiscal year by April 1 or as soon thereafter as possible. After the vacation schedule has been established, any remaining vacation days ("floating" vacation days) shall be taken on a first-requested first-received basis. Requests for two or more consecutive days of floating vacation must be submitted to the Shift Commander and normally must be scheduled at least twenty-four (24) hours in advance.

At least two (2) bargaining unit employees below the rank of sergeant and one (1) sergeant may be on vacation between Memorial Day and Labor Day, except for the July 4th holiday.

Vacation must be taken after it has accrued to the employee. Vacation days may be accumulated up to a maximum of two (2) times the employee's annual accrual rate (rounded up to the nearest whole day). The maximum accumulation includes the employees' current year accrued vacation days. (In 2016, the City shall compensate employees for the number of vacation days previously permitted to be accumulated that are in excess of the new maximum of two (2) times the employee's annual accrual rate, in order to bring such employees into compliance in 2016. Such compensation shall be paid in the first pay period in December 2016, at each employee's hourly rate of pay in effect at the time of payment.) Thereafter, any vacation hours accrued in excess of the 480 hours maximum accrual (*i.e.*, 60 days times 8 hours) shall be paid to employees during the first pay period in December of each year at each employee's hourly rate of pay then in effect, but not to exceed 120 hours. All other employees who have not reached the maximum accrual of 480 vacation hours shall have the right to cash in, up to and including, ninety-six (96) hours of vacation accrual per year, provided that that such employee has used or is scheduled to use at least 50% of such employee's annual accrual for that year; except employees absent on

duty-related injury or illness who have accrued the maximum vacation leave shall have the right to cash in up to one year's accrual of vacation. Such payout shall be at the employee's hourly rate of pay at the time of payment, which payment shall take place by the second pay period following such request. Any vacation hours which have accrued in excess of the maximum accrual and which are not eligible for any payout, as described hereinabove, shall be forfeited without pay.

Commanders may take vacation time at their discretion, irrespective of when other employees take vacation, and two (2) Commanders may be on vacation at the same time.

Section 11.4. Emergencies. Where a vacation day is needed for emergency reasons, such as unexpected family illness, the employee will notify the City as soon as possible of such need. If the City is able to arrange suitable coverage the employee's work, the employee will be given the requested day(s) off as a vacation day(s), provided the employee has the requisite number of approved vacation day(s) available.

Section 11.5. Vacation Credits at Retirement or Termination of Employment.

1. Members are entitled to be paid for any accumulated vacation credits upon retirement or other termination of employment, unless otherwise modified by terms of this agreement. Proceeds are subject to withholding for applicable state and federal taxes.
2. Employees may request that in lieu of a direct payment that the net post tax proceeds from the accumulated vacation credits be applied to future health insurance coverage from the City. The City agrees to credit to the employee's account a specific number of months of health insurance coverage based on the value of the premium applicable at the time of the employee's retirement or other termination. This credit will be utilized by the City as the first source of funding for continued participation in the City's health insurance plans, as provided elsewhere in this agreement. These credits can be applied for participation in the City's program within 10 years of the employee's termination of employment.

ARTICLE XII
SICK LEAVE

Section 12.1. Purpose. Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick.

Section 12.2. Allowance. Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay, except for sickness or disability incurred as a result of gainful self-employment or employment by another employer. In the event of a serious sickness or disability involving an individual living with the employee in the employee's immediate family, the employee shall receive sick leave with pay, up to a maximum of five (5) consecutive days per incident. For the purpose of this Section, "immediate family" shall be defined as the employee's legal spouse, children, parents, parents of spouse, or grandparents.

Section 12.3. Days Earned in Accumulation. Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work. For purposes of this Section only, paid holidays, vacations, sick leave, work related injury, and compensatory time off shall count as “hours of work”. Sick leave cannot be taken before it is actually earned.

Section 12.4. Notification. Notification of absence due to sickness shall be given to the City by calling the Communications Center as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief, but no later than two (2) hours before the start of the employee’s work shift unless it is shown that such notification was impossible. Except for good cause shown due to circumstances beyond the employee’s control, failure to properly report an illness shall be considered as absence without leave and without pay and may subject the employee to discipline as well.

Section 12.5. Medical Examination. The City may, at its discretion, require an employee to submit a physician's verification of illness where there is a reason to suspect abuse or for an absence of three (3) work days or more. In addition, the City may also require a physician's verification that the employee is well enough to return to work. If it is a family member who is sick, the Employer may require a doctor’s verification of the illness. Falsification of any verification of illness shall be just cause for discipline, including (in appropriate cases) discharge. The City, at its option, may require an employee to submit to an examination by a physician chosen by the City. If the City requires an employee to submit to an examination by a physician designated by the City, the City will pay the medical expenses to the extent they are not covered by insurance.

Section 12.6. Minimum Sick Leave Use. Sick leave shall be used in no less an increment than one-half (1/2) day. Sick leave may be utilized only for the purposes specified in Section 12.2.

Section 12.7. Sick Leave Bank.

1. Maximum Accumulation: Effective January 1, 2016, the maximum number of sick leave credits that any employee can accumulate in their sick leave bank account is one thousand (1,000) hours or one hundred twenty-five (125) days. Effective January 1, 2019, the maximum number of sick leave credits that any employee can accumulate in their sick leave bank account is nine hundred (900) hours.

(In 2019, the City agrees to compensate employees for the number of sick leave hours accumulated in excess of nine hundred (900) hours, at the employee’s current hourly rate of pay, in order to reduce the employees’ sick leave bank to 900 hours. As a *quid pro quo* for such amendment, each bargaining unit member shall receive a lump sum payment of \$750.00.)

2. Optional withdrawals of cash equivalent from Sick Leave Bank: Once an employee has accumulated seven hundred twenty (720) hours or ninety (90) days of sick leave credit in their bank account, employees may make a request in writing that up to forty-eight (48)

hours or six (6) day credits be cashed out of their sick leave bank in any given calendar year. The value of the payment shall be based on the employee's current hourly rate of pay multiplied by the number of hours of credit being requested. The request shall be in writing to the employee's department head, which shall forward the same to the City's Manager. Proceeds from this/her cash payment are subject to withholding for applicable state and federal taxes.

3. **Non-Use of Sick Leave Incentive:** Once an employee reaches seven hundred twenty (720) hours or ninety (90) days credit in their sick leave account, the equivalent of one-half (1/2) of the sick days accumulated and unused during the preceding anniversary year shall be credited to the employee's Post-Employment Health Plan account at his/her regular rate of compensation. The balance of the credits shall be applied to the employee's sick leave bank account. In the event that an employee reaches the maximum accumulation of nine hundred (900) hours, the value of the total unused sick leave credits, up to a maximum of ninety-six (96) hours or twelve (12) days shall be credited to the employee's Post Employment Health Plan account at his/her/her regular rate of compensation. The number of sick days for which the employee is entitled to receive in the form of Post Employment Health Plan deposits and/or to be added to his/her accumulated sick leave bank account shall be determined as of the employee's anniversary date.
4. **Retirement Benefit:** If an employee retires after twenty (20) years of service as a sworn or commissioned full-time employee with the City's Police Department or sustains a permanent disability while on the job with the City's Police Department prior to twenty years of service, which leaves the employee unable to perform their duties as a full-time police officer, making him eligible for a duty related disability pension, he shall be eligible for the retirement benefit. Employees eligible for participation in this program shall be compensated for unused sick leave at the rate of his/her regular rate of pay in effect on his/her last day of actual work for the City for all accrued and unused sick leave days accumulated as of his/her last day of actual work for the City in accordance with the following program elements:
 - a) **Cash Payment:** At the employee's request for a cash payment for some or all of the employee's accumulated sick leave, the City shall issue to the employee a check whose value shall be in the amount up to the maximum of four hundred eighty (480) hours or sixty (60) 8-hour shifts. Proceeds from this/her cash payment are subject to withholding for applicable state and federal taxes. Employees may request that the value of the cash payment be converted into equivalent monthly health insurance premium payments, the value of which shall be based on the cost in effect to the City at the employee's date of retirement for the desired health insurance plan. These pre-paid health insurance premiums shall be utilized first as the source of funds to enable the employee to maintain participation in the City's Health Insurance programs as provided elsewhere in applicable Rules and Regulations. In the event that the employee passes away prior to the complete utilization of the pre-paid medical insurance premiums, the employee's spouse and/or dependents shall be able to continue participation in the

plans or request in writing a cash settlement based on the value of the premiums at the time they were purchased. It is understood that the employee need not request any cash payment, in which event subparagraph b) shall apply as follows:

- b) **Deposit to Employee's Post Employment Health Plan Account:** In the event that there is a remaining balance in the employee's sick leave bank account, it shall be deposited in the employee's Post Employment Health Plan (PEHP) account, based on the ending rate of pay on the date of the employee's retirement. The proceeds within the PEHP account may be used to pay premiums due for the retired employee's continued participation in the City sponsored health insurance programs on behalf of the retired employee, or his/her or her spouse and dependent children, or other recognized expenditures allowed under the terms of the PEHP.

This benefit will not be granted to any employee whose seniority is terminated for any reason specified in Section 10.6(a), (b), (d), (e), (f), (g) or (h), or who does not retire with at least twenty (20) years of service (except as provided above in relation to sustaining a permanent disability while on the job with the City's Police Department).

ARTICLE XIII **ADDITIONAL LEAVES OF ABSENCE**

Section 13.1. Discretionary Leaves. The City Manager may grant a leave of absence under this Article to any bargaining unit employee where the City Manager determines there is good and sufficient reason. The City Manager shall set the terms and a condition of the leave, including whether or not the leave is to be with pay.

Section 13.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted by the City Manager, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 13.3. Military Leave. Military leave shall be granted in accordance with applicable State and Federal law. In the event Illinois law provides greater benefits than Federal law, Illinois law shall apply.

Section 13.4. Funeral Leave. In the event of death in the immediate family (defined as the employee's legal spouse, children, parent, step-parent, grandparents, grandchildren, brother, sister, brother-in-law, sister-in-law, parent-in-law, step-child, step-brother, step-sister, step-grandparent) an employee shall be granted up to three (3) consecutive days as paid funeral leave if the employee attends the funeral. Under extenuating circumstances, the City Manager may allow the employee to use accumulated sick leave for additional time off.

Section 13.5. Leave for Illness, Injury or Pregnancy.

1. In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers' compensation), or pregnancy, the City Manager may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority for the first twelve (12) months of leave. An employee may extend a pregnancy leave or Family Care Leave. Such leaves will be of a maximum two (2) year increment, and an employee must apply for such extension during the current leave.
2. To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor at the end of every thirty (30) calendar day interval, unless waived in writing by the Police Chief.
3. Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee at the discretion of the City Manager may be required to have a physical examination by a doctor designated by the City to determine the employee's capacity to perform work assigned. The City will pay the medical expenses for such an examination. A leave of absence for other illness, non-job related injury or pregnancy will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted. Employees may at their option utilize accumulate vacation time, comp time, and floating holidays before commencing a leave of absence without pay due to illness, non-job related injury or pregnancy.
4. Leaves of absence for reasons covered by the Family and Medical Leave Act ("FMLA") shall be granted in accordance with the FMLA and the FMLA regulations promulgated by the Department of Labor ("DOL"). Substitution of paid leave for FMLA leave is available in accordance with the requirements of the FMLA and the DOL regulations.

Section 13.6. Benefits While on Leave. Unless otherwise stated in this Article or otherwise required by law, fringe benefits (vacation, holiday, sick leave, etc.) and length of service shall not accrue for an employee who is on an approved non-pay leave status, except that for a work-related injury compensable under workers' compensation, an employee shall continue to accrue fringe benefits for the first twelve (12) months of leave. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return, the City will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal, provided that an officer returning from a work related injury or illness compensable under workers compensation shall be given first consideration for his

previous assignment when it becomes open if it is filled when he returned to duty, so long as the employee is still able to perform the previous assignment without additional training. If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid-off according to his seniority except for his leave, he shall go directly on lay-off.

Section 13.7. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, unless specifically approved in writing in advance by the City Manager. Employees who engage in unauthorized employment elsewhere during such leave may immediately be terminated by the City.

Section 13.8. Jury Duty. An employee shall be granted an excused leave of absence from work without loss of pay when required to perform jury duty during the employee's regularly scheduled duty hours. The employee shall provide written notice of jury duty to the Police Chief as far in advance as practicable, and the Chief, in his discretion, may seek a postponement or excuse from jury duty. An employee shall be excused from work on the day he is required to be in court for jury duty if he is scheduled to be on the 7-3 or 3-11 shift; if an employee is scheduled to work an 11-7 shift, he will be excused from work the shift preceding his jury duty appearance. Any moneys paid by the court to the employee for jury service shall be signed over to the City (except for moneys received solely as expense reimbursement).

ARTICLE XIV TUITION REFUND PROGRAM

Section 14.1. Tuition Reimbursement Program. When a full-time employee is enrolled in an accredited university, college or adult education program and the course and/or degree program being undertaken is related to his duties with the City, the following tuition reimbursement plan shall apply when prior written approval for such reimbursement has been received from the Police Chief and the City Manager. Such approval may be refused at the Manager's discretion.

Section 14.2. Reimbursement Rates. The City, upon receiving a payment receipt consistent with the requirements of Sections 14.1 and 14.3, shall reimburse the employee within two (2) weeks of getting said receipt at the rate of ninety-five percent (95%) with a grade of "A", eighty-five percent (85%) with a grade of "B", or seventy-five percent (75%) with a grade of "C". There shall be no reimbursement for grades below "C".

Section 14.3. Reimbursement Conditions. Books, fees, mileage, lodging and other incidental expenses will not be reimbursed; only tuition is subject to reimbursement. The City will not provide reimbursement if other sources (such as scholarships, grants, etc.) have or will provide for reimbursement. The City reserves the right to deny some requests for tuition reimbursement if it is felt that the tuition is out of line with other area schools where similar courses can be taken at a more reasonable tuition cost. Any employee who receives tuition reimbursement from the City must remain employed by the City for a period of one (1) year after the date of reimbursement or will be required to pay the City for the tuition reimbursement; such payments may be deducted from final paychecks or other moneys owed to the employee by the City.

ARTICLE XV
WAGES

Section 15.1. Wage Schedule. Base wages to take effect on January 1, 2022, January 1, 2023, January 1, 2024, and January 1, 2025 are set forth on the Wage Schedule attached to this agreement as Appendix A. Base wages shall be retroactive to the date specified and be applicable to all base wage-related items and to all bargaining unit employees on the payroll at any time on or after January 1, 2022. The City reserves the right to start a new employee at Step 1, Step 2, Step 3, Step 4, or Step 5 of the Wage Schedule, as shown as Appendix A, provided the new employee has a minimum of eighteen months of full-time service as a sworn police officer and has, prior to his hire, completed the certification requirements of the Illinois Law Enforcement Training and Standards Board. Such appointment shall not impact seniority based upon the provisions of Article X, Section 10.1 of this document without regard to starting wage schedule.

Section 15.2. Merit Evaluation Plan. The performance of all employees shall be evaluated at least once each year. An evaluation shall be conducted for purposes of awarding a step increase on the salary schedule (if any) approximately thirty (30) days before an employee is eligible for a step increase on the salary schedule (normally 30 days before a mid-year anniversary date, such as 30 days before completion of 3 years of service). The City shall give each employee an evaluation rating at his mid-year anniversary evaluation, utilizing a rating system composed of at least three rating levels ranging from the lowest (such as “unsatisfactory”) to the highest (such as “above expectations” or “outstanding”) performance rating.

Any employee who receives the lowest rating on the City’s evaluation rating system shall not receive his next scheduled step increase (if any) as provided on Appendix A. If an employee is “frozen” in a step for a year as a result of such an evaluation, he shall not thereafter be eligible to skip a step in his subsequent advancement on the Wage Schedule if his performance evaluations improve the following year, but instead will only be able to advance one step at a time in future years. An employee who is “frozen” in a step for a year may file a grievance concerning his own evaluation, provided that any such grievance shall terminate with Step 4 (City Manager’s decision), and shall not be subject to arbitration.

The Union and the City agree to meet and discuss modifications to the current Merit Evaluation Plan, at the request of either party, such discussions to commence no later than ninety (90) days after such request is made, following ratification of this Agreement.

Section 15.3. Working Out of Classification. Effective January 1, 2013, when an employee works on a shift as the Officer In Charge (OIC) in the absence of both the Shift Commander and Shift Sergeant, he shall be paid an additional \$50.00 for that shift.

Section 15.4. Field Training Officers. Employees assigned as Field Training Officers (FTO) shall receive additional pay as part of their wages in the amount of one hour of overtime pay per day during which the FTO has a new employee assigned to him for training and evaluation throughout the week, commencing when the probationary employee has completed training at

the Academy. If a new employee is first assigned to an FTO mid-week, or if he is transferred for regular training and instruction from one FTO to another mid-week, or if the new employee's FTO training cycle is completed mid-week, the FTO also shall be compensated in the above amounts for any such partial week of FTO duty.

Section 15.5. Investigators and NIPAS Officers. 24 Hour On Duty Pay. Employees assigned to be available twenty four (24) hours a day, seven (7) days a week, by wearing a pager shall be paid \$1,250 annually, in equal installments of \$625 on or before June 30 and December 15 of each year. It is provided that an employee who leaves employment shall be paid pro-rata amounts for each month or any portion thereof that the employee is employed in the year of departure.

Section 15.6. Longevity. Employees shall be paid for annual longevity pay provided in the schedule below when they complete the required seniority. Longevity pay will be added to the employees' base pay as part of their regular biweekly paychecks.

After Completion of 10 Years	2.25% of the employee's base pay
After Completion of 15 Years	2.50% of the employee's base pay
After Completion of 20 Years	2.75% of the employee's base pay
After Completion of 25 Years	3.0% of the employee's base pay

The longevity amounts are non-cumulative (for example, an employee who has completed 20 years of service would receive a longevity supplement of 2.75% of the employee's base pay, not 2.75% plus 2.50% plus 2.25%).

ARTICLE XVI **UNIFORM ALLOWANCE**

Section 16.1. Uniformed Service. Employees, who are required to wear, and regularly and continuously maintain prescribed items of uniform clothing and personal equipment, shall be issued it, as necessary, according to the City's current quartermaster system, which shall remain in effect for all Patrol Division employees. Officers shall be required to clean and maintain such items properly and will be responsible for their return in good condition, less normal depreciation and destruction in the course of employment.

Section 16.2. Plain Clothes Service. Members assigned as plain clothes detectives shall be paid an annual clothing allowance. The allowance shall be \$1,250. The allowance shall be paid in two equal installments on or before June 30 and December 15th of each year of this contract, except new appointees shall be paid one-half (½) of the allowance at the time of their appointment. Under no circumstances will members receive more than the above noted allowance during the same fiscal year.

Section 16.3. Equipment Allowance. Employees shall receive reimbursement for the purchase or maintenance of equipment/supplies not otherwise furnished by the Department upon presentation of proof of purchase and approval by the Chief or his designee, whose approval shall not be unreasonably withheld. Such reimbursements shall not exceed \$250 per fiscal year, effective January 1, 2019. Employees shall be permitted to carry over not less than one hundred percent (100%) of the annual equipment allowance, for up to two additional calendar years, provided that the employee notifies the Chief of Police or designee no later than June 1st. Unless the employee has notified the Chief of Police or designee on or before June 1st, any remaining equipment allowance shall be forfeited on December 31st.

ARTICLE XVII
HEALTH INSURANCE AND RELATED BENEFITS

Section 17.1. Healthcare Coverage.

1. The City shall continue to make available to non-retired employees and their dependents who are in the employ of the City substantially similar group health and hospitalization insurance and life insurance coverage and benefits as existed prior to the signing of this Agreement, except for changes which are consented to by the collective bargaining unit for the term of this Agreement. Effective January 1, 2017, the City's insurance year shall be the calendar year (January 1 – December 31).
2. In conjunction with the normal open enrollment period, employees shall have the opportunity to choose between the PPO or HMO programs. However, all new employees hired in FY 2003 and thereafter, who elect insurance coverage, shall be required to enroll in the HMO plan for health and hospitalization insurance from date of hire through the expiration of the first full health plan year following such date of hire.
3. Further, the City will make available to employees who are under the age of sixty-five (65) and who retire during the life of this agreement, the same individual and dependent coverage (where the dependent(s) are under the age of 65 years) health and hospitalization insurance coverage offered to regular employees, and a variable deductible/out of pocket expense maximum indemnity plan, with such premiums to be paid by the retired employees, for the life of this Agreement. Retired members of the Rolling Meadows Police Association who chose to utilize their accumulated sick leave days to pay for health insurance premium costs for coverage provided through the City's sponsored health insurance programs would have the following programs in which they could participate:
 - a) Any health and dental insurance programs currently available to non-retired members of the bargaining unit; and
 - b) Reimbursement to the employee for actual payments made by the employee to any other carrier of the employee's choice in accordance with the terms of the Post Employment Health Plan procedures.

4. The City reserves the right to change insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those that predated this Agreement. Before the City implements such change, the City shall provide written notice to the Union within two (2) weeks of the City Council's initial consideration of such change, and the Union and the City shall meet and confer regarding such change, if the Union requests such meeting; provided that the first meeting between the City and the Union shall occur not later than two (2) weeks after the City provides such written notice to the Union of such proposed change.

Section 17.2. Cost. Employees shall contribute to the cost of group health and hospitalization insurance or HMO coverage based on the following schedule of employee contributions calculated as a percentage of actual premium costs, which will be deducted from employees' paychecks on a twice monthly basis:

Effective January 1, 2019

14%

Section 17.3. Dental Insurance. The City shall contribute one hundred twenty dollars (\$120) on behalf of each member each year, which can be applied to the cost of dental insurance premiums or reimburse the employee for dental related expenses they incurred, as evidenced by the presentation of a receipt by the employee to the City's Health and Human Resources Director. Any improvements in its dental insurance plan that the City implements for its non-union employees shall be made available to members of this bargaining unit.

Section 17.4. Cost Containment. The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

Section 17.5. Life Insurance. The City shall provide at no cost to the employee, group term life insurance coverage on the life of each full-time employee in the amount of the employee's annual base salary as shown on Appendix A that is in effect at the start of each fiscal year.

Section 17.6. IRC Section 125 Plan.

- (a) The City will maintain an Internal Revenue Code Section 125 Plan, whereby employees will be able to pay for their share of group health and hospitalization insurance premiums with pre-tax earnings.
- (b) Additional features of the City's current Section 125 Plan for non-represented employees will continue for employees covered by this Agreement. Any future enhancements in Section 125 Plan benefits extended generally to non-represented employees will also be extended to employees covered by this Agreement. In the event the City plans to reduce Section 125 Plan benefits from current or future levels, it will give the Association at

least thirty (30) days' advance written notice and an opportunity to discuss such benefit reductions before they are implemented, provided that (a) the City will not eliminate the tax sheltering of insurance premium contributions so long as this benefit is permitted by the Internal Revenue Code; and (b) in no event will any reduction in Section 125 Plan benefits be implemented for employees covered by this Agreement unless they are also implemented generally for all non-represented employees of the City.

- (c) This IRC Section 125 Plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 17.7. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning the administration of said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The City will designate representative(s) who will be available for consultation with claimant employees, and such representatives will assist employees in processing claims which the City agrees are well founded under the applicable policy or plan. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee or beneficiary of any employee.

Section 17.8. Voluntary Discontinuation Bonus. Pursuant to the terms of the City's IRC Section 125 Plan, members of the collective bargaining unit who voluntarily discontinue their participation in the City's health and hospitalization insurance program for a period of not less than twelve (12) calendar months, corresponding with the term of the City's health insurance policies, shall receive a bonus payment (less applicable withholding) which shall be \$6,000. Bonus payments shall be paid by August 1 of each year. Said employees shall be eligible to reestablish participation in the City's health and hospitalization insurance program, pursuant to the qualifications set forth for all new enrollees.

Section 17.9. Health Insurance for Survivors. The City agrees to continue health and hospitalization insurance coverage for the spouse and dependents of police officers that may lose their life in the course of performing peace officer responsibilities, under the terms applicable to all members of this collective bargaining unit. The surviving spouse and dependent coverage would be discontinued by the City if any of the following occurs: 1) the surviving spouse becomes insured under any other group plan, which may be available from their employer; 2) the spouse remarries; 3) the spouse becomes Medicare eligible. In addition, health and hospitalization insurance eligibility terms for surviving dependents would be the same as those applied to dependents of all members of the collective bargaining unit.

Section 17.10. Post-Employment Health Plan. The City agrees to provide a Post-Employment Health Plan (PEHP) program for members. In accordance with the Internal Revenue Service

Code, and all applicable federal and state statutes, the PEHP will allow the City and the members to make contributions and accumulate reserves, which could be drawn upon, free of federal and state income taxes, to make permitted medical payments, including premiums for health insurance upon separation from service or retirement with the City. Further, the City agrees to establish Insurance Premium Reimbursement Accounts for each of the members and contribute the equivalent of one half of one percent (.5%) of the member's base salary into the account by February 1st of each year of this agreement. As provided in Section 12.6. Sick Leave Utilization and Buy-Back section of this agreement, the member may direct that the City deposits funds equivalent to the cash payout for ½ of the member's annual unused sick leave credit into the member's PEHP account. Members may also elect to contribute their own additional monies for deposit in to their PEHP account through payroll deductions and accumulated vacation credits upon retirement or other termination of employment as provided in Section 11.5. Vacation credits at Retirement or Termination of Employment. Members will be responsible for choosing an investment option for their accounts. This IRC PEHP program will remain in effect so long as it continues to be permitted by the Internal Revenue Code and all applicable federal and state statutes. At the option of the employee, the City shall make tax exempt employee direct deposits into the individual employee's account, as permitted by the Internal Revenue Service and all applicable federal and state laws.

ARTICLE XVIII **GENERAL PROVISIONS**

Section 18.1. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

Section 18.2. Ratification and Amendment. This Agreement shall become effective when ratified by the City Council and the Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 18.3. Termination Effect. Upon the termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement, unless extended by written agreement; except that this Section shall not diminish the City's duty to maintain the status quo during negotiations (pre-impasse) or after interest arbitration is commenced as provided in Section 14(l) of the Illinois Public Labor Relations Act.

Section 18.4. Precedence of Agreement. If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written City ordinance, policies, rules or regulations, or any written rules and regulations of the Board of Fire and Police Commissioners of the City of Rolling Meadows, which may be in effect from time to time, the written terms of this Agreement, for its duration, shall be controlling.

Section 18.5. Application to Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, officers who are assigned to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, shall be subject for the duration of such assignment to the practices, policies, procedures and

directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of the unit's applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article VI of this Agreement. Wages, insurance or other direct economic benefits shall continue to be governed by the terms of this Agreement.

Section 18.6. Association Use of Bulletin Boards. The City will make available space on a bulletin board for the posting of official Association notices of a non-political, non-inflammatory nature. The Association will limit the posting of Association notices to such bulletin board.

Section 18.7. Outside Employment. Employees shall not be employed by employers other than the City, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without written approval of the Chief of Police and City Manager. Employees wishing to hold outside jobs, including self-employment, which will not result in conflict of interest or infringe on their ability to do their job for the City, shall apply in writing to the Chief of Police for approval on a form provided by the City. Such application shall be approved or denied within ten (10) working days after submission. Written approval will not be unreasonably withheld where the proposed employment will not present a conflict of interest or infringe on the employee's ability to do his job for the City. If outside employment, including self-employment, has previously been approved or permitted by the City, and if it later appears that such outside employment, including self-employment, is resulting in a conflict of interest or is infringing on the ability of the employee to do their job for the City, prior approval for such outside employment may be revoked, provided that the employee involved shall receive at least ten (10) working days advance notice in writing of such revocation.

Section 18.8. Physical Fitness Requirements. If there are any questions concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the City may require, at its expense, that the employee have a physical examination by a qualified and licensed physician or other appropriate medical professional selected by the City.

In order to maintain peak efficiency in the Police Department, to best protect the public and most fully reduce insurance costs and risks, the parties agree that employees covered by this Agreement shall annually take, and pass within a mutually agreed upon time, physical fitness tests mutually negotiated between the parties to this Agreement. This physical fitness requirement may be modified, altered or waived only upon mutual agreement of the parties. Employees failing to meet negotiated physical fitness standards shall be subject to progressive discipline, up to and including discharge, for failure to meet the physical fitness requirements.

Section 18.9. Drug Testing. The City has a paramount interest in protecting the public by ensuring that its employees have the physical stamina and emotional stability to perform their assigned duties. Therefore, the City may require employees to submit to physical testing for

drugs or alcohol, including urinalysis testing, or testing with a breathalyzer, when the City determines there is reasonable cause for such testing. Such testing shall be conducted at reasonable times and places designated by the City. Unlawful use of drugs as well as being under the influence of alcohol or the unauthorized consumption of alcohol while on duty shall be cause for discipline, including discharge. In addition, the City shall have the right to conduct random testing of up to 25% of bargaining unit members no more than once annually.

Section 18.10. Special Sign-Up Details. Special Sign-up details (not including the Arlington International Race Track Traffic Detail), will be divided between bargaining unit and non-bargaining unit personnel on a 75 – 25 percent basis for details of four (4) or more slots. A detail is defined as work performed outside of the scope of regularly scheduled duty assignments, including, but not limited to, contractual service performed for a third party and police department details normally funded by grants for a specifically identified operational purpose. All such requests will be posted for sign-up for 24 hours during which time bargaining unit employees will have the opportunity to sign-up for 75% of the slots. A slot is defined as one person for a specific period of time, as shown on the sign-up sheet, but no slot may be divided into less than a 3-hour period of time, except for purpose of straddling a shift change. If the slots are not filled during the 24-hour period, then those unfilled slots can be filled either by bargaining unit employees or by individuals not in the bargaining unit. For the purpose of applying this 75 – 25 split for details over three (3) slots, fractions will be rounded up or down to the nearest whole number. Bargaining unit personnel shall be entitled to 100% of details of less than four (4) slots during the first 24 hours after a detail posting.

In emergency situations, defined as those special sign-up details that require the Department to fill the slot in 24 hours or less, and to so notify the third party requesting the special detail, the City will post the special sign-up detail sheets, but the slots will be filled on a first come, first served basis for those slots to be filled during the first 24 hours of the special sign-up details. If the special sign-up detail extends for more than 24 hours, the slot(s) on the remaining days will be handled as provided in the previous paragraph, if applicable.

Section 18.11. Inoculations - Communicable Diseases.

- (a) **Inoculations.** The City shall administer or provide, at City expense, a Hepatitis B Virus (HBV) Inoculation Series to all employees. The City shall administer or provide a verification test of successful inoculation to any employee that receives the inoculation series, and any additional inoculations necessary. As inoculations become available for additional strains of hepatitis, Human Immune deficiency virus (HIV) related conditions or Acquired Immune Deficiency Syndrome (AIDS) antibody positive conditions, such inoculations at City expense shall be provided to employees on a voluntary basis.
- (b) **Communicable Diseases.** Upon notification that an employee is significantly exposed in the course of duty to risk of transmission of disease, as defined by the U.S. Center for Disease Control, from a person determined to have a disease of a contagious or infectious nature, the employee shall be notified as soon as possible of such by the City, and the employee and members of the employee's family shall be granted, at the City's expense (to the extent not covered by insurance), medically necessary tests and/or screenings.

Section 18.12. Lost or Damaged Personal Property. In the event any item of personal property as specified below is lost or damaged in the course of an employee's duties while the employee is exercising due care and caution under the circumstances, the City will reimburse the employee for the repair or replacement of such item(s); provided the incident and the amount of the loss or damage is promptly reported to the Police Chief, who shall determine whether or not the loss or damage occurred in the course of the employee's duties while the employee was exercising reasonable care and caution under the circumstances, and provided further that the City's responsibility under this Section shall not exceed \$250 per employee per incident, except in the event of a duty firearm, the City shall replace the firearm with the same make and model firearm, if available. In the event that the loss or damage is determined not to be in the course of employment or is found to be due to the employee's negligence or as a result of ordinary wear, no reimbursement or repair shall be made. Only the following items shall be subject to reimbursement or replacement under the provisions of this Section: eyeglasses, flashlights, firearms, hearing aids, brief cases, sweaters, handcuffs and wrist watches, and then only to the extent that such items are not eligible for replacement with the employee's uniform allowance. The officer shall, when applicable, pursue restitution and any amounts recovered which exceed the full replacement cost to the officer will be signed over to the City, up to the amount the City paid to the employee.

Section 18.13. Light Duty. The Police Chief may, at his discretion, offer or assign light duty work to an employee who has been released for light duty by his physician and by a physician designated by the City. The Police Chief will establish the employee's working hours and duties. The Chief reserves the right to terminate a light duty assignment at any time and return the employee to his regular assignment (if the employee is fit to return to such assignment as determined by a physician designated by the City) or to a leave of absence (if the employee is unfit to return to his regular assignment).

Nothing herein shall be construed to require the City to create light duty assignments for any employee, or to provide light duty work even when such assignments may be available. Each

situation will be addressed on a case-by-case basis. Employees will only be offered light duty assignments when the City, in its discretion, determines that the need exists and only as long as such need exists.

Nothing in this Section shall affect the statutory rights of employees under applicable pension laws or the statutory rights of the Pension Board in dealing with an employee who has applied for or who is on a disability pension.

Section 18.14. Discipline and Discharge.

- (a) Disciplinary actions instituted by the City shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee. When the City believes that just cause exists to institute disciplinary action, it shall have the option to assess the following penalties:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

The employee may file a written reply to any oral reprimand. If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

- (b) The Police Chief shall have the authority to suspend without pay a member of his department for a period of not more than five (5) calendar days. The City Manager or his designee shall have the authority to suspend without pay for a period not to exceed sixty (60) calendar days or to discharge a member of the Police Department, subject to the provisions below.
- (c) (i) Disciplinary action may be appealable only through the grievance procedure contained within this Agreement.
- (ii) Oral reprimands shall not be appealable.
- (iii) The appeal of a suspension without pay issued by the Police Chief shall be commenced at Step 3 of the grievance procedure contained within this Agreement.
- (iv) The appeal of a suspension or discharge issued by the City Manager shall be initiated at Step 4 of the grievance procedure contained within this Agreement.
- (v) The appeal of any suspension or discharge must be commenced within ten (10) calendar days of such suspension or discharge.
- (vi) For any arbitration proceedings commenced to consider the discharge of a bargaining unit employee, upon the selection of an arbitrator as provided in

Section 7.3(a) of this Agreement, the Employer and the Union shall endeavor to schedule with the arbitrator as many hearing dates believed by the Employer and the Union to be required for completion of the arbitration hearing in an expeditious manner.

- (d) Employees shall be disciplined and discharged only for just cause, provided that probationary employees may be disciplined or discharged without just cause. The discharge of a probationary employee shall not be subject to the grievance and arbitration procedures set forth in this Agreement. A copy of all suspension and discharge notices shall be provided to the Union.
- (e) Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a grievance settlement or deemed appropriate by an arbitrator.

Any disciplinary action that does not include a suspension shall be removed from an employee's personnel file after twenty-four (24) months. Disciplinary action that includes suspensions from 1 – 5 days, inclusive, shall be removed from an employee's personnel file after forty (40) months. Disciplinary action that includes suspensions in excess of five (5) days shall be removed from an employee's personnel file after seven (7) years. All such removal action shall be made pursuant to a written request by the employee and shall be granted if there has been no recurrence of the same type or kind of conduct which gave rise to the disciplinary action. Nothing in this section shall prevent an employee from petitioning for removal of disciplinary records prior to the expiration of the time frames cited above. However, in order to substantiate a progressive history of corrective discipline, the City may maintain such disciplinary action in a separate file, which only may be used as evidence before a judicial/administrative tribunal, without regard to their dates of issuance, and may not be used in an arbitration hearing or an appeal of an arbitration award.

Section 18.15. Paychecks. Paychecks shall be due and payable every other Friday. All new hires and employees currently with direct deposit of paychecks shall have their paychecks directly deposited; other employees may use direct deposit on a voluntary basis.

Section 18.16. Use of City Vehicles. Employees shall be provided a City vehicle for traveling on City business.

Section 18.17. Tattoos. Tattoos shall not be visible on an employee's hands, arms, neck, face, scalp or head. In addition, any tattoo that is deemed offensive by the Chief of Police shall be covered, whenever an employee is on duty.

Section 18.18. Use of GPS Devices. The City shall have the right to utilize Global Positioning Satellite (GPS) technology on patrol cars and other vehicles, provided that the use of such GPS devices for disciplinary matters shall be as corroborating evidence, and not as the sole source of evidence of misconduct.

ARTICLE XIX
MAINTENANCE OF ECONOMIC BENEFITS

All economic benefits that are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the City shall notify the Association of its intention to change them. Upon such notification, and if requested by the Association, the City shall meet and discuss such change before it is finally implemented by the City. Any changes made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Association becomes aware of such a change and has not received notification, the Association must notify the City as soon as possible and request discussions if such discussions are desired. The failure of the Association to request discussions shall act as a waiver of the right to such discussions by the Association.

ARTICLE XX
IMPASSE RESOLUTION

Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (Chapter. 48, Section 1614, as it existed on January 1, 1990), with the following three exceptions:

- (1) The arbitrator shall be selected in accordance with the selection procedure set forth in Section 7.3(a) of this Agreement;
- (2) Nine (9) calendar days before the first day of the interest arbitration hearing, or such earlier time as may be agreed to by the parties, the parties shall simultaneously exchange final offers on each issue legitimately in dispute which is subject to interest arbitration. Thereafter, neither party may change its final offer except as provided by Section 14(g) of the IPLRA (i.e., pursuant to direction by the arbitration panel prior to the conclusion of the hearing) or except as part of a negotiated written settlement of some or all of the issues in dispute; and
- (3) If interest arbitration is invoked pursuant to the IPLRA, the parties agree that the arbitration award will be effective during the fiscal year in which this Agreement expires even though the arbitration process was not initiated prior to the beginning of that fiscal year. In this regard, the parties by agreement are rendering inapplicable the limitation contained in Section 14(g) of said Act regarding increases in rates of compensation that may be awarded by the arbitration panel. The arbitration panel shall be advised of this modification to the scope of their authority at the commencement of any interest arbitration hearing, and shall have authority to award increases in rates of compensation and other economic benefits retroactive to the commencement of the fiscal year.

ARTICLE XXI
FIRE AND POLICE COMMISSION

The parties recognize that the Board of Fire and Police Commissioners of the City of Rolling Meadows has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulation. Subject to Section 18.14 of this Agreement, nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners.

ARTICLE XXII
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect. The City and the Association agree to immediately begin negotiations on a substitute for a provision found invalid or unenforceable, provided that no arbitration of a bargaining impasse arising as a result of such negotiations shall take place absent mutual agreement of the parties, or until the arbitration of bargaining disputes arising from the re-negotiation of the entire Agreement pursuant to the terms of Article XXIV (Termination), whichever occurs first.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the City by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE XXIII
ENTIRE AGREEMENT

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior agreements, whether written or oral, unless expressly stated in the Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the

time they negotiated or signed this Agreement, except that the Association retains its right to impact and effects bargaining for the life of this Agreement.

ARTICLE XXIV
TERMINATION

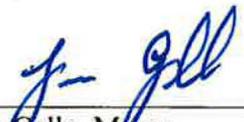
This Agreement shall be effective upon execution and shall remain in full force and effect until 11:59 p.m. on the 31st day of December 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other at least sixty (60) days prior to the December 31st anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date, except that if the Affordable Care Act excise tax ("Cadillac Tax") remains in effect on January 1, 2025, negotiations shall commence no later than February 1, 2025. The fact that this Agreement has a four year duration shall be non-precedential.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 12TH day of MAY, 2022.

CITY OF ROLLING MEADOWS:

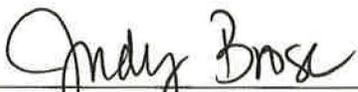
ROLLING MEADOWS POLICE ASSOC.:



Joe Gallo, Mayor



David Ellis, President



Judy Brose, Deputy City Clerk

APPENDIX A
WAGE SCHEDULE

Effective Dates with Percentage Increases

Police Officers				
	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
	<u>[3.0%]</u>	<u>[3.0%]</u>	<u>[3.0%]</u>	<u>[3.0%]</u>
Step 1	\$72,008	\$74,168	\$76,393	\$78,685
Step 2	\$80,189	\$82,595	\$85,073	\$87,625
Step 3	\$87,060	\$89,672	\$92,362	\$95,133
Step 4	\$93,935	\$96,753	\$99,656	\$102,646
Step 5	\$100,808	\$103,832	\$106,947	\$110,155
Step 6	\$107,681	\$110,911	\$114,238	\$117,665
Step 7	\$114,557	\$117,994	\$121,534	\$125,180

Sergeants				
	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
	<u>[3.0%]</u>	<u>[3.0%]</u>	<u>[3.0%]</u>	<u>[3.0%]</u>
Step 1	*\$123,149	*\$126,844	*\$130,649	*\$134,569
Step 2 (after 12 months at Step 1)	\$130,439	\$134,352	\$138,383	\$142,534

* A Step 1 Sergeant is to be paid 7.5% higher than a Step 7 Police Officer.

Commanders				
	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
	<u>[3.0%]</u>	<u>[3.0%]</u>	<u>[3.0%]</u>	<u>[3.0%]</u>
Step 1	\$136,042	\$140,123	\$144,327	\$148,657
Step 2 (after 12 months at Step 1)	\$138,789	\$142,953	\$147,242	\$151,659

APPENDIX B
ADMINISTRATIVE ORDER NO. 13-12

SIDE LETTER OF AGREEMENT
DRUG TESTING FOLLOWING OFFICER-INVOLVED SHOOTINGS

The City of Rolling Meadows ("City") and the Rolling Meadows Police Association ("Union") hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the City's General Order regarding "Officer Involved Shootings and Deaths Policy No. 308," including the section that requires each officer who is involved in an officer-involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.

2. For the purpose of clarity, the parties agree that a person "involved in" an officer-involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm shall be required to submit to drug and alcohol testing.

3. The parties agree that the term "involved in" an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call.

4. The parties agree that the provisions of Policy No. 308 and the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis and breathalyzer. Blood tests shall only be administered with a warrant, or the officer's consent. This does not limit the City's right to obtain test results via other available legal process.

Rolling Meadows Police Association

City of Rolling Meadows, Illinois

By: 
Date: 4-25-2022

By: 
Date: 5/12/22

SIDE LETTER OF AGREEMENT

THIS SIDE LETTER AGREEMENT is entered into between the City of Rolling Meadows (the "City") and the Rolling Meadows Police Association. The purpose of this Side Letter is to memorialize understandings reached between the parties concerning the work schedule of Rolling Meadows Police Detectives.

WHEREAS, the parties acknowledge that the City has the authority, within guidelines set forth herein, to set work schedules and work hours for Police Detectives; and

WHEREAS, Police Detectives' current normal work cycle consists of 40.00 regular scheduled work hours in a seven-day work period and the normal work day currently is eight (8) hours per day, including two (2) paid fifteen (15) minute breaks and a thirty (30) minute paid lunch break; and

WHEREAS, the Chief of Police has determined to assign Police Detectives to an alternate work schedule on a non-precedential trial basis.

NOW, THEREFORE, the City and the Rolling Meadows Police Association agree as follows:

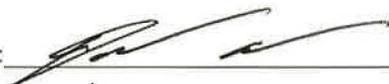
1. The Chief of Police, at his discretion, may assign Police Detectives to a non-precedent setting alternative work schedule. The alternate work schedule may be implemented for any seven-day work period during the year. The alternate work cycle shall consist of 40.00 regular scheduled work hours in a seven-day work period. The alternative work day shall be ten (10) hours per day, including two (2) paid fifteen (15) minute breaks, one (1) unpaid twenty (20) minute break and a thirty (30) minute paid lunch break.

2. The City may terminate this non-precedent setting alternative work schedule with 30 day notice to the Rolling Meadows Police Association. The parties by their signatures affixed below acknowledge agreement with the terms of this Side Letter of Agreement through the life of this Agreement.

CITY OF ROLLING MEADOWS

ROLLING MEADOWS POLICE
ASSOCIATION

By: 

By: 

Date: 5/12/22

Date: 4-25-2022



ROLLING MEADOWS POLICE DEPARTMENT

Date Issued: 8/24/17	Effective Date: 8/28/17	Number: AO17-4
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ADMINISTRATIVE ORDER

To: Police Commanders		
Subject: Work Schedule	Amends: AO13-12	Replaces Pages:
Related Directives:	Rescinds:	Pages: 1 of 1

SIDE LETTER OF AGREEMENT

This Side Letter of Agreement is entered into between the City of Rolling Meadows and the Rolling Meadows Police Association. The purpose of this Side Letter is to memorialize understandings reached between the parties concerning the work schedule of Rolling Meadows Police Commanders.

Whereas, the parties acknowledge that the City has the authority, within guidelines set forth herein, to set work schedules and work hours for Police Commanders. Police Commanders current normal work cycle consists of 40.00 regular scheduled work hours in a seven-day work period. The normal work day shall be eight (8) hours per day, including, two paid fifteen (15) minute breaks, and a thirty (30) minute paid lunch break.

Whereas, the Chief of Police at his discretion may assign Police Commanders to a non-precedent setting alternative work schedule. The alternative work schedule may be implemented for any seven-day work period during the year. The alternative work cycle shall consist of a 40.00 regular scheduled work hours in a seven-day work period. The alternative work day shall be ten (10) hours per day, including, three paid fifteen (15) minute breaks, and a thirty (30) minute paid lunch break.

Whereas, the City may terminate this non-precedent setting alternative work schedule with 30 day notice to the Rolling Meadows Police Association. The parties by their signatures affixed below acknowledge agreement with the terms of this Side Letter of Agreement through the life of this Agreement.

CITY OF ROLLING MEADOWS

ROLLING MEADOWS POLICE ASSOCIATION

By: 
City Manager

By: 
Rolling Meadows Police Association President

Date: 5/12/22

Date: 4-25-2022