

ORDINANCE

Agreement Between the City of Waukegan and
Metropolitan Alliance of Police (MAP)
Waukegan Police Sergeant's Chapter #285

May 1, 2013 thru April 30, 2016

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P R E A M B L E

This Agreement is entered into this 5th day of March, 2015 between the City of Waukegan (the "City") and the Metropolitan Alliance of Police, Waukegan Police Sergeants Chapter #285 (the "Chapter"), upon approval of a majority of Waukegan's Police Sergeants covered by this Agreement.

WHEREAS, it is the intent and purpose of the parties to set forth herein their agreement covering rates of pay, wages, hours of employment and all other conditions of employment; and to provide the procedures for the prompt and peaceful settlement of grievances respecting the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

A R T I C L E I

R E C O G N I T I O N

SECTION 1.1 RECOGNITION. The City recognizes the Metropolitan Alliance of Police, Waukegan Police Sergeant's Chapter #285 ("Chapter") as the sole and exclusive collective bargaining representative for all sworn police Sergeants (here and after referred to as "Sergeants" or "employees"), but excluding all supervisory employees (because of the unique work duties and responsibilities in Waukegan this includes all officers of the rank of Lieutenant and above) and all other supervisory and non-supervisory employees of the Department and City.

SECTION 1.2 PROBATIONARY PERIOD. An employee receiving a promotion to the rank of Sergeant shall be subject to a probationary period of one (1) year of uninterrupted municipal service. Upon successful completion of the probationary period as documented by a performance evaluation by the employee's immediate supervisor and approval of the Chief of Police, the employee shall be entitled to full-time permanent status in the new position. Failure to satisfactorily meet the responsibilities of the new position shall cause said employee to return to the rank of Patrolman. Unpaid time absent from duty (sick leave in excess of seven consecutive days) shall not apply towards the satisfaction of the probationary period. During the probationary period, a Sergeant is entitled to all rights, privileges or benefits under this Agreement.

SECTION 1.3 FAIR REPRESENTATION. The Chapter 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 Chapter.

SECTION 1.4 CHAPTER SERGEANTS. For the purposes of this Agreement, Chapter Sergeants shall mean the duly elected or appointed Sergeants of the Executive Board. Chapter Representatives shall be the duly appointed shift representatives and Chapter trustees.

ARTICLE II

NO DISCRIMINATION

SECTION 2.1 DISCRIMINATION PROHIBITED. Neither the City nor the Chapter shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex or sexual orientation.

SECTION 2.2 CHAPTER MEMBERSHIP OR ACTIVITY. Except as otherwise provided herein, neither the City nor the Chapter shall interfere with the right of employees to become or not become members of the Chapter, and there shall be no discrimination against any such employees because of lawful Chapter membership or non-membership activity or status.

SECTION 2.3 GENDER. Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

SECTION 2.4 APPEAL TO ARBITRATION. Any grievance alleging a violation of Section 2.1, Section 2.2 or Section 2.3 shall be processed through Step 4 of the grievance procedure, but may not be referred to binding arbitration under Section 6.5 unless agreed to in writing by the Union and the City.

ARTICLE III

DUES CHECKOFF

SECTION 3.1 DUES DEDUCTIONS. Upon receipt of proper written authorization from a Police Sergeant, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all Sergeants covered by this Agreement who, in writing, authorize such

deductions. Such money shall be a fixed, uniform dollar amount which shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

If an employee has no earnings due for that pay period, the Chapter shall be responsible for collecting such dues. The Chapter agrees to refund to the City any amount paid to the Chapter in error on account of this dues deduction provision. The Chapter may change the fixed, uniform dollar amount which shall be considered the regular monthly Chapter dues twice during the life of this Agreement. The Chapter shall give the City thirty (30) days' notice of any such change in the amount of uniform Chapter dues to be deducted.

SECTION 3.2 FAIR SHARE. During the term of this agreement, Sergeants who are not members of the Chapter shall, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the Sergeants covered by this Agreement. Such fair share fee shall be deducted by the City from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the City a list of the Sergeants covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

SECTION 3.3 INDEMNIFICATION. The Chapter agrees to defend, indemnify and save the City harmless against any and all claims, demands, suits or other forms of liabilities that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article, except where the City is initiating or prosecuting such action.

ARTICLE IV

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of the Agreement or specific Civil Service Rules and Regulations, the City retains all traditional rights to manage and direct the affairs of the Police Department in any and all of its various aspects, and to manage and direct its employees in the Department, including, but not limited to, the following:

- to plan, direct, control and determine all the operations and services of the Department;
- to supervise and direct the Department's workforce;
- to establish the 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 such departmental operations and services shall be conducted or purchased;
- to make, enforce and alter reasonable work rules and regulations;
- to discipline, suspend or discharge employees for just cause (termination solely on account of political activity or inactivity shall not constitute just cause) pursuant to applicable Rules and Regulations of the Waukegan Civil Service Commission (probationary employees may be demoted without cause);
- and to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of the above rights shall not conflict with any 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 Sergeants to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency.

SECTION 5.2 NOTICE AND DISCUSSION. Except where an emergency situation exists, before the City changes its policy involving the subcontracting of work, where such policy change amounts to a deviation from past practice which will result in the loss of significant, not de minimus, amount of work being performed by bargaining unit members or will result in a layoff of one or more employees, the City will give reasonable notification to the Chapter (not less than twenty-one (21) days prior to any subcontracting of work) and offer the Chapter, prior to the subcontracting of such work, in good faith, the opportunity to discuss the desirability or alternatives to the subcontracting of such work.

ARTICLE VI

GRIEVANCE PROCEDURE

SECTION 6.1 DEFINITION AND PROCEDURE. A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement against the City or by the Chapter against the City involving the meaning, interpretation or application of the express provisions of this Agreement, except that matters concerning the discipline of a Sergeant are not grievable except as follows: (1) any discipline short of discharge, demotion, or suspension of six (6) days may be grieved through but not beyond step 4 of the grievance procedure if a request for a civil service hearing has not been made; and

(2) if an employee timely requests and is denied a Civil Service Hearing for a suspension of less than six (6) days, such suspension shall then become grievable throughout all steps of this grievance procedure. A grievance shall be processed in the following manner:

STEP 1: Any employee, or the Chapter, who has a grievance shall submit it, designated as a grievance, to the employee's immediate supervisor, who is designated for this purpose by the City. In the event the incident giving rise to the grievance is initiated by a supervisor of a higher rank than the immediate supervisor, the grievance shall start at that step. The Supervisor shall give the employee or the Chapter, if a Chapter grievance, an oral answer within three (3) working days of such presentation, and a written answer within five (5) working days, if requested by the employee or the Chapter after the oral answer.

STEP 2: If the grievance is not settled in Step 1 and the employee or the Chapter wishes to advance the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the employee's shift commander within five (5) calendar days after the supervisor's oral answer or answers due in Step 1 and shall be signed by the employee or the Chapter. If the grievance is initiated by a probationary employee, the grievance must be signed by a Chapter Sergeant before being submitted to Step 2. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which the City is alleged to have violated and the relief requested. The shift commander or other person designated for this purpose shall discuss the grievance within five (5) calendar days with the employee or the Chapter. If no settlement is reached, the shift commander or other person designated for this purpose shall provide the employee or the Chapter a written answer within five (5) calendar days following their meeting.

STEP 3: If the grievance is not settled in Step 2 and the employee, or the Chapter if a Chapter grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be referred in writing to the Chief of Police or other person designated for this purpose by the Police Chief within five (5) calendar days after the supervisor's answer in Step 2 and shall be signed by both the aggrieved employee and a Chapter Sergeant. If the aggrieved employee fails to secure the written signature of a Chapter Sergeant the grievance will be considered closed and the determination specified in Step 2 shall stand. The Chief of Police or other person designated for this purpose shall discuss the grievance within five (5) calendar days with the employee and a Chapter Representative, or with the Chapter Sergeant if a Chapter grievance, at a time mutually agreeable to the parties. The Chief of Police or other person designated for this purpose shall give the City's written answer to the employee or the Chapter Representative within five (5) calendar days following their meeting.

STEP 4: If the grievance is not settled in Step 3 and the employee or the Chapter wishes to appeal the grievance to Step 4 of the grievance procedure, it shall be referred in writing to the Mayor or his designee (who shall not be a member of the Police Department) within five (5) calendar days after the City's answer in Step 3 and shall be signed by both the employee and a Chapter representative, or the Chapter, if a Chapter grievance. The Mayor and/or his designee shall discuss the grievance within five (5) calendar days with the employee and the Chapter representative, or with the Chapter, if a Chapter grievance, at a time mutually agreeable to the parties. If no settlement is reached, The Mayor or his designee shall give the City's written decision to the Chapter within ten (10) calendar days following their meeting.

SECTION 6.2 TIME LIMIT FOR FILING. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee, or the Chapter if a Chapter grievance, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. This limit may be extended by three (3) days upon a reasonable show of cause by grievant, or by the Chapter if a Chapter grievance. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." 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 answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Chapter may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step.

SECTION 6.3 TIME OFF. The grievant and one Chapter representative, or a Chapter representative if a Chapter grievance, shall be given paid time off to participate in the Step 3 or 4 meetings if the meetings are conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

SECTION 6.4 RESPONSE AT EACH STEP. It is understood that both the City and the employee, or the Chapter if a Chapter grievance, must assume responsibility for extending to the other party a response at each step of the grievance procedure. Failure to do so shall cause the action of the last completed step to stand.

SECTION 6.5: BINDING ARBITRATION

(1) If the grievance is not settled in Step 4 and the employee wishes to appeal the grievance to Step

5 of the grievance procedure, the Chapter may refer the grievance to final and binding arbitration as described below within ten (10) work days after the decision is provided at the Fourth Step.

- (2) The parties shall attempt to agree upon an arbitrator within five (5) workdays after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) work day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service 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 is submitted. Both the Chapter and the City shall have the right to strike two (2) names from the panel. The party requesting final and binding arbitration shall strike the first two (2) names; the other party shall then strike two names. The person remaining shall be the arbitrator.
- (3) 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 Chapter and City representatives.
- (4) The City or the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Chapter retain the right to employ legal counsel.
- (5) The arbitrator shall submit his/her findings in writing thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (6) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (7) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
- (8) 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 the Third Step. 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 a decision which violates applicable federal/state law. The findings of the arbitrator shall be final and binding upon the City and the Chapter.

For purposes of this Article, Civil Service laws, rules and regulations shall not be considered part of state law.

ARTICLE VII

RESIDENCY

SECTION 7.1 RESIDENCY. There shall be no residency requirements for Waukegan Police Sergeants covered by this agreement, except that Sergeants hired after the expiration of the police officer eligibility list in existence on January 1, 2007 shall be required to make their primary place of residence within the boundaries of the State of Illinois.

ARTICLE VIII

NO STRIKE AND NO LOCKOUT

SECTION 8.1 NO STRIKE. During the life of this Agreement, neither the Chapter nor any Sergeants, agents, or employees will instigate, promote, sponsor, engage in, or sanction any strike (including sympathy strike), slowdown, concerted stoppage of work, or any other intentional disruption of the operations of the City, regardless of the reason for so doing.

SECTION 8.2 PENALTY. Any employee engaged in activity prohibited by Section 8.1., or who instigates or gives leadership to such activity, shall be subject to disciplinary action, up to and including discharge.

SECTION 8.3 NO LOCKOUT. During the term of this Agreement, the City will not instigate a lockout over a dispute with the Chapter as long as there is no breach of Section 8.1. sanctioned by the Chapter.

SECTION 8.4 CHAPTER OFFICIAL RESPONSIBILITY. Each employee who holds the position of Sergeant or representative of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of Section 8.1. of this Article, the Chapter agrees to inform its members of their obligations under this agreement and use its best efforts to achieve a prompt resumption of normal operations.

ARTICLE IX

VACATION AND HOLIDAYS

SECTION 9.1 AMOUNT OF VACATION AND HOLIDAYS EARNED. Sergeants covered by this

agreement shall receive vacations and holidays as stated below:

After 1 year & 1 day: 80 hours vacation, 80 hours holiday, and extra holiday as follows: 16 extra holiday hours for non-patrol, 20 extra holiday hours for Sergeants working four (4) 10-hour days per workweek; and 24 extra holiday hours for 12-hour patrol shift Sergeants; for a total of vacation and holiday hours of 176 hours, 180 hours, and 184 hours respectively.

After 7 years & 1 day: Same as above with the addition of 40 hours vacation for a total of vacation and holiday hours of 216 hours, 220 hours, and 224 hours respectively.

After 11 years & 1 day: Same as above with the addition of 56 hours vacation for a total of vacation and holiday hours of 232 hours, 236 hours, and 240 hours respectively.

After 15 years & 1 day: Same as above with the addition of 80 hours vacation; for a total of vacation and holiday hours of 256 hours, 260 hours, and 264 hours respectively.

Extra holidays will be a full shift regardless of assignment at the time they are used. If a Sergeant elects to save their time, they understand they run the risk of either decreasing or increasing these banks depending on transfer or assignment opportunity.

SECTION 9.1 (a) NON EXPIRING VACATION/HOLIDAY BANK

During FY 11/12 and FY 12/13, Police Sergeants were allowed to carryover up to forty eight (48) hours of vacation/holiday leave per each fiscal year (total of 96 hours) to be placed in a separate time bank with no expiration date.

SECTION 9.2 VACATION/HOLIDAY ASSIGNMENT Sergeants shall select the initial period(s) of their annual vacation/holidays on the basis of rank seniority after superior officers assigned to the same shift, unit or division have completed their vacation/holiday selections and such selection shall be made within a reasonable period of time after the vacation/holiday list is initially posted. Sergeants shall not take more than four (4) calendar weeks vacation/holidays upon their initial pick when the vacation/holiday list is posted. Once all Sergeants on that shift have selected their initial vacation, all remaining vacation/holidays shall be selected in day increments on the basis of rank seniority. Once vacation periods are established, seniority shall not be used to bump into another Sergeant's vacation period. However, in the event a Sergeant is transferred to a different unit or the Sergeant's days off are permanently changed, the City will make a reasonable effort to accommodate the vacation period initially chosen by the Sergeant. Sergeants covered by this Agreement may reselect or change desired vacation/holiday time during the year with forty-eight (48) hours notice provided such reselection does not adversely impact the operations of the Department.

SECTION 9.3 SERGEANT PERSONAL LEAVE DAYS. Each police Sergeant shall be entitled to one personal leave day, which is a full shift regardless of assignment, annually to be taken with a minimum of forty-eight (48) hours' prior notice to his/her supervisor. Personal leave day may not be taken as part of a vacation or holiday break.

Personal days will be a full shift regardless of assignment at the time they are used. If a Sergeant elects to save their time, they understand they run the risk of either decreasing or increasing these banks depending on transfer or assignment opportunity.

SECTION 9.4 VACATION/HOLIDAY CALL BACK Sergeants off work on paid vacation or holiday who voluntarily return to work shall be paid at their applicable straight-time hourly rate of pay and shall have any time otherwise recorded as vacation/holiday time off credited to their time off bank for future use.

SECTION 9.5 VACATION BUYBACK. Sergeants covered by this Agreement will be allowed to sell back to the Employer up to 80 hours of accrued but unused vacation and/or holiday time per year. Said sellback shall be elected at the end of the fiscal year, with such sold back funds transferred into a Post Employment Health Plan created by the City after receiving the advice and counsel of the Union. The City of Waukegan and the Waukegan Sergeant's Association shall continue work to secure a Post Employment Health plan that will allow each Sergeant to put up to 80 hours of accrued vacation and/or holidays in such plan that is acceptable to the Internal Revenue Service. Until such plan is implemented, any Sergeant that is eligible for Vacation Buyback under Section 9.5 may elect to be paid for up to 80 hours of vacation and/or holiday time. Payment shall be made on the same paycheck as payments under Section 18.4 ACCUMULATION: OFFICERS HIRED ON OR BEFORE MARCH 31, 1995 or Section 18.5 ACCUMULATION: OFFICERS HIRED ON OR AFTER APRIL 1, 1995.

ARTICLE X

LABOR-MANAGEMENT AND SAFETY MEETINGS

Up to two (2) representatives of the Chapter and up to two (2) representatives of the City shall meet at mutually agreed-upon times to discuss matters of mutual concern relating to the interpretation, application or administration of this Agreement, existing work rules, issues relating to the administrative duties of Sergeants, issues of safety and health or issues pertaining to court attendance during off duty hours by police Sergeants. The party requesting the meeting shall prepare and submit an agenda to the other party three (3) days prior to the scheduled meeting.

ARTICLE XI

HOURS OF WORK AND OVERTIME

SECTION 11.1 APPLICATION OF ARTICLE. This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

SECTION 11.2 NORMAL WORKWEEK AND WORKDAY

SECTION 11.2(a) NON-PATROL SERGEANTS

Except as provided elsewhere in this Agreement, the normal workweek (Sunday through Saturday) shall consist of forty (40) hours per Departmental calendar week. Each Sergeant will be assigned to take a paid thirty (30) minute lunch break each day when such break will not interrupt the Sergeant's normal or emergency work duties.

SECTION 11.2(b) PATROL DIVISION WORK SCHEDULE

All Sergeants assigned to the Patrol Division of the Waukegan Police Department shall work a 12 hour shift. Dayshift hours will be 0600 hrs – 1800 hrs and the nightshift hours will be 1800 hrs - 0600 hrs. At the discretion of the Shift Commander, one Sergeant may be designated to report to work at 0500 hrs for day shift and 1700 hrs for night shift. Early Sergeant hours will be bid on using rank seniority. Sergeants assigned to the Patrol Division shall report ten (10) minutes prior to the shift start time; and shall end their tour of duty ten (10) minutes early. This time is utilized for transfer and distribution of previous shift information, assignments and equipment, training and in-service education. There will be two day off groups for the dayshift (D1 & D2) and two day off groups for the nightshift (N1 & N2)

The 12 hour shift will be based on a two (2) week rotation. While one shift's day off group is working the other day off group will be off.

D1 / N1 example – D2 / N2 would be opposite of the below listed schedule

WEEK 1		WEEK 2
Work	SUNDAY	Off
Off	MONDAY	Work
Off	TUESDAY	Work
Work	WEDNESDAY	Off
Work	THURSDAY	Off
Off	FRIDAY	Work
Off	SATURDAY	Work

Sergeants assigned to the Patrol Division will pick their shift, then day off group subject to Section 11.13 of this agreement.

Sergeants assigned to the Patrol Division will receive one (1) forty-five (45) minute lunch break during their 12-hour shift.

SECTION 11.2(c) LUNCH PERIOD

If a Sergeant's lunch period is actually interrupted, and the period cannot be reassigned, the Sergeant will be compensated for such interrupted lunch period with compensatory time.

SECTION 11.2(d) SERGEANT WORK ASSIGNMENTS

Sergeants shall not be assigned to work "beats" or "zones" unless the Chief of Police can demonstrate that it is in the interest of efficient operations of the Police Department that such assignments be made.

SECTION 11.3 TWELVE (12)-HOUR SHIFT SCHEDULE

1. Sergeants will receive one 12 hour shift unpaid and off-duty every third pay cycle as a work reduction day
2. Sergeants will work all 12-hour shifts and during the contract year will accrue 8.6 days off and will be allowed to complete the .4 of a day with comp time, vacation time, or holiday time making a full 9th day.
3. Sergeants will be allowed to initially pick 84 hours of vacation or holiday allowing for a full (7) 12 hour shifts to be selected. Sergeants will select all vacation and or holidays by rank seniority.
4. The scheduling of the work reduction day shall not cause a supervisory hire-back for overtime purposes.
5. The work reduction day will be selected by the Sergeants and begin in the second cycle (to be opposite the Lieutenant) and repeated every third cycle thereafter. The day must be scheduled prior to the completion of the proceeding cycle.
6. Sergeants will pick their work reduction day in rank seniority inclusive of all of the supervisory ranks (Sergeant, Lieutenant) for their shift assignment.
7. Sergeants within patrol will be allowed to "swap shifts" with the understanding that the shift is equal time and within the same pay period, all shift trades must be approved by the Shift Commander or his designee.
8. If the Patrol Division discontinues its use of the 12-hour shift schedule, then the Sergeants serving in the Patrol Division shall adopt the new shift schedule of the Patrol Officers.

SECTION 11.4 CHANGES IN NORMAL WORKWEEK AND WORKDAY. 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 workweek, the City will give at least forty-eight (48) hours' notice where practicable of such change to the individuals affected by such change.

SECTION 11.5 OVERTIME PAY. When any police Sergeant is held over more than ten (10) 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 either by use of compensatory time or overtime pay at a rate of one and one half (1 ½) hours for each overtime hour worked, subject to the following provisions, and Section 11.6. The decision to grant overtime pay or compensatory time will be made by the Sergeant and will be governed by the policy stated below covering total hours of compensatory time a Sergeant can accumulate, except as provide for under Article XIII Training.

SECTION 11.6 COMPENSATORY TIME. Sergeants covered by this Agreement may accumulate up to one hundred and two (102) hours of compensatory time. On the first payroll check in December, each Sergeant will be paid the hourly rate for each hour accumulated over fifty-one (51). Upon reaching one hundred and two (102) hours of accumulated compensatory time, Sergeants will be paid for all additional overtime worked and will not have the option of receiving compensatory time. Compensatory time shall be granted at such times and in such blocks as are mutually agreed upon between the Sergeant and his/her supervisor. Permission to utilize compensatory time off shall not be arbitrarily denied by the Department.

SECTION 11.7 COURT TIME. Sergeants 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 Sergeant or when preparing for a court appearance when in the presence of a prosecuting attorney; lunch periods shall not be counted toward hours worked. Sergeants will be paid overtime rates at a minimum of two (2) hours for all off-duty time spent in a single day or actual time spent, whichever is greater. Sergeants assigned to the night shift will be paid overtime rates at a minimum of three (3) hours for all off-duty time spent in a single day or actual time spent, whichever is greater.

SECTION 11.8 REGULAR MONTHLY COURT DATE. The City shall strive to set Sergeant's regular monthly court dates on a Sergeant's work day. In the event that the Sergeant's regular monthly court date is on the Sergeant's day off, the Sergeant shall receive a minimum of three (3) hours overtime pay for time spent in a single day or actual time spent whichever is greater.

SECTION 11.9 CALL-BACK PAY. A Sergeant called back to work after having left work shall receive a minimum of two (2) hours pay at overtime rates, as provided in Section 11.5 above, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error. The City shall not call back Sergeants for arbitrary or capricious reasons or for purposes of harassment or discrimination. Sergeants assigned to the Detective Bureau, Juvenile Bureau, Traffic Accident

Investigations, SWAT, SIG, NET & GIU units, Waukegan Major Crime Scene Unit and the Lake County Major Crimes Taskforce who are called back to work shall receive a minimum of three (3) hours pay at overtime rates.

SECTION 11.10 VOLUNTARY OVERTIME SIGN-UP PROCEDURE. Sergeants covered by this Agreement who wish to be considered for voluntary overtime may sign a "Voluntary Overtime Sign-Up List." Any Sergeant shall be authorized and allowed to sign up for voluntary overtime. The Police Department will make a reasonable effort to distribute available overtime as fairly as possible. This does not, however, preclude the Department from not selecting or assigning Sergeants who are non-productive. Sergeants will be counseled about productivity shortcomings and will be provided an opportunity to make the necessary corrections prior to being denied overtime assignments.

All overtime priority shall be determined as follows: (a) hours of overtime accrued during current fiscal year; and (b) departmental seniority shall be utilized to determine priority should two officers have the same prior hours of overtime accrued.

SECTION 11.11 REQUIRED OVERTIME. The Chief of Police or his designee(s) shall have the right to require overtime work and Sergeants may not refuse overtime assignments. In nonemergency 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; though work in progress shall not be interrupted at the City's discretion, and specific Sergeants may be selected for special assignments based upon their availability, skill and experience. The overtime rate of pay shall be one and one-half times the Sergeant's hourly rate of pay. City required overtime shall take precedence over secondary employment and non-City sponsored events.

SECTION 11.12 VEHICLE ALLOWANCE: Each Sergeant who is required to use the employee's own private transportation to conduct routine City business from time to time shall be compensated at the applicable IRS mileage allowance. To be eligible for this mileage allowance the Sergeant must submit a record of the purpose of the travel, mileage incurred, and the authorization of his/her Department Head. Vehicle allowances shall be governed by City policy as amended from time to time. Employees provided City vehicles shall be governed by City policy as amended from time to time. Nothing in this section shall be construed to provide vehicle allowance benefits for travel to and from home and work.

SECTION 11.13 PATROL DIVISION SHIFT PICK. The parties agree that all patrol Sergeants shall

be allowed to bid their shift and/or days off by rank seniority. When selected and approved, that shift shall be for a duration of one (1) year commencing in May and ending in April of each year of this agreement. The Chief of Police may disregard seniority as necessary to better accomplish the mission and goals of the Department. In the event the Chief or his designee disregard seniority in the assignment of shifts the affected Sergeant (s) will be provided a written reason for such action.

SECTION 11.14 SERGEANTS BEING REMOVED FROM UNITS/DIVISIONS. Sergeants

involuntarily removed from Units/Divisions and re-assigned to the Patrol Division will be allowed to pick their shift and/or days off by rank seniority as if picking the shift in May. Sergeants affected by this change of assignment will be given no less than fourteen (14) days notice of any shift/days off change.

Sergeants requesting to return to the Patrol Division from their current Unit/Division will be placed on the shift which best suits the needs of the Department.

ARTICLE XII

EMPLOYEE DISCIPLINE

SECTION 12.1 CITY'S RIGHT TO DISCIPLINE. Both parties recognize that the City has the right to conduct reasonable investigations where questions are raised concerning the conduct of a Sergeant of the Police Department. Nothing in this Article shall be construed to limit management's rights to properly conduct such investigations.

SECTION 12.2 CONDUCT OF DISCIPLINARY INVESTIGATIONS. Whenever a law enforcement Sergeant, including a probationary Sergeant, is under investigation for conduct which the City reasonably believes may lead to discipline, the City agrees it will not engage in investigative conduct which, under all of the circumstances then known to the City, would be deemed to be arbitrary, capricious, illegal or unreasonable. The City shall conclude said investigation within a reasonable amount of time for the facts known to the City. The Sergeant under investigation shall be given notice of the results of said investigation within five (5) days after conclusion of the investigation by the Chief of Police. He shall be informed, in writing, if he was cleared of any wrongdoing or what discipline shall be given.

SECTION 12.3 DEFINITIONS. For the purposes of this Article, the terms defined in this Section shall have the meaning ascribed herein:

(1) "Informal inquiry" means a meeting by supervisors or command personnel with a Sergeant upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

(2) "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of a Sergeant is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge, demotion or suspension in excess of three (3) days.

(3) "Interrogation" means the questioning of a Sergeant pursuant to the formal investigation procedures of the City in connection with an alleged violation of the City's rules which may be the basis for the filing of charges seeking the Sergeant's suspension, demotion, removal or discharge. The term does not include questioning as part of an informal inquiry or relating to minor infractions of agency rules which may be noted on the Sergeant's record but which may not result in demotion, removal, discharge or suspension in excess of three (3) days.

(4) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, demotion, removal, or discharge of a Sergeant.

SECTION 12.4 PLACE OF INTERROGATION. The interrogation shall take place at the Waukegan Police Department unless extraordinary circumstances warrant otherwise.

SECTION 12.5 DISCLOSURE OF INFORMATION TO SUBJECT OF INTERROGATION

REGARDING NATURE OF INVESTIGATION AND COMPLAINANTS. No Sergeant shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the Sergeant shall be informed beforehand of the names of all complainants. The information shall be sufficient as to reasonably apprise the Sergeant of the nature of the investigation.

SECTION 12.6 TIME OF INTERROGATION. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the Sergeant is on duty.

SECTION 12.7 DISCLOSURE TO SUBJECT OF INTERROGATION. The Sergeant under

investigation shall be informed of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

SECTION 12.8 DURATION OF INTERROGATION SESSIONS. Interrogation sessions shall be of reasonable duration and shall permit the Sergeant interrogated reasonable periods for rest and personal necessities.

SECTION 12.9 ABUSIVE AND OFFENSIVE LANGUAGE PROHIBITED AT INTERROGATION. Neither the Sergeant being interrogated nor any other person(s) present at the interrogation shall be subjected to professional or personal abuse, including offensive language greater than applicable law allows during interrogation of members of the general citizens by Sergeants in the conduct of an investigation.

SECTION 12.10 RECORD OF INTERROGATION--TRANSCRIPT. If specifically requested by the person(s) being interrogated prior to the beginning of the interrogation there shall be made a complete record of the interrogation, and a complete transcript or copy shall be made available to the Sergeant under investigation without charge and without undue delay. Such record may be electronically recorded.

SECTION 12.11 ADVICE OF RIGHTS. No Sergeant shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, demotion, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.

SECTION 12.12 PRESENCE OF COUNSEL OR REPRESENTATIVE OF COLLECTIVE BARGAINING UNIT. The Sergeant under investigation shall have the right to be represented by counsel (attorney and/or Chapter representative) of his or her choosing and may request counsel at any time before or during interrogation, unless this requirement is waived by the Sergeant being interrogated. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the Sergeant to obtain counsel. A representative of the Chapter may be present during the interrogation of a Sergeant, unless this requirement is waived by the Sergeant being investigated.

SECTION 12.13 ADMISSIONS OR CONFESSIONS OBTAINED IN VIOLATION OF THIS

ARTICLE. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Article may not be utilized in any subsequent disciplinary proceeding against the Sergeant.

SECTION 12.14 POLYGRAPH OR CHEMICAL TESTS. In the course of any interrogation no Sergeant shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the Sergeant's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

SECTION 12.15 CONSTITUTIONAL AND LEGAL RIGHTS. The rights of Sergeants in disciplinary procedures set forth under this Article shall not diminish the rights and privileges of Sergeants that are guaranteed to all citizens by the Constitution and laws of the United States and the State of Illinois.

SECTION 12.16 APPLICATION OF ARTICLE. This Article does not apply to any Sergeant charged with violating any provisions of the Criminal Code of 1961, or any other federal, State, or local criminal law.

SECTION 12.17 RETALIATORY ACTIONS PROHIBITED. No Sergeant shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted by this Article.

SECTION 12.18 CORRECTIVE DISCIPLINE. The City agrees with the basic tenets of progressive and corrective discipline, where appropriate. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct unless new facts or circumstances become known.

SECTION 12.19 PRESENCE OF CHAPTER REPRESENTATIVE AT OTHER TIMES. At any meeting, pertaining to the job performance or conduct of a Sergeant relating to his employment which the Sergeant reasonably believes may result in discipline, suspension, demotion, or discharge at which one or more supervisors or command officers are present, the Sergeant shall be entitled to the presence of a Chapter representative if he so requests. No such meeting shall proceed until reasonable time and opportunity are provided for a representative to be present, unless this requirement is waived by the

Sergeant.

SECTION 12.20 EMPLOYEE PHOTOS. No photo of a Sergeant taken in connection with the Sergeant's employment shall be made available to the media unless authorized by the Sergeant.

SECTION 12.21 DISCIPLINARY DISCRETION Upon the expressed approval of the Chief of Police, in lieu of days off without pay, a Sergeant shall be permitted to utilize accumulated elective time (holiday, vacation, comp., etc) to satisfy the suspension/punishment in a non-precedent setting manner. Each request shall be reviewed on a case-by-case basis. The denial of the use of elective time shall be in writing giving the reason of the denial and such decision shall not be subject to review under the grievance procedure.

SECTION 12.22 INVESTIGATIVE PROCEDURE When the department possesses information or facts which contradict an employee's recollection of those facts under investigation, the investigator will allow the employee an opportunity to explain, answer or refute the negative implication of his/her recollection after informing the employee of the specific contradiction(s).

SECTION 12.23 USE OF MOBILE AUDIO-VISUAL SYSTEMS The City agrees that all information and data obtained from the automatic vehicle locator (AVL) and / or any other electronic or digital equipment used to track speed and/or location, absent a complaint, will not be the sole basis for taking formal disciplinary action against an employee.

It is agreed between the Parties that this policy will be consistent with the General Orders, Rules and Regulations of the Waukegan Police Department, and in accordance with 625 ILCS 5/11-205: Public officers and employees to obey Act-Exceptions as regards to the operation of Police vehicles during the course of the official duties of all officers covered by this agreement.

ARTICLE XIII

TRAINING

SECTION 13.1 GENERAL POLICY. The City is committed to the principle of training for all employees. Training shall be provided insofar as it is economical to do so and insofar as such training does not adversely affect and interfere with the orderly performance and continuity of municipal services within the Police Department. Training shall be scheduled by the Chief of Police or his designee. Employees will attend training sessions as assigned by the City. Employees assigned to attend required training

sessions which result in a workweek resulting in overtime shall receive one and one-half (1 ½) hours compensatory time off or overtime pay at time and one half for each hour for which overtime compensation applies.

SECTION 13.2 ACCESS. The Chief of Police shall generally encourage equal access to training opportunities to the extent that operational requirements of the Department permit. The Chapter shall be given an opportunity, upon request, to offer suggestions to the Chief on ways to improve access to training opportunities.

SECTION 13.3 POSTING. Upon receipt of a notice of an acceptable school training program, it will be posted in the Police Department, giving the Sergeants an opportunity to volunteer. Selection will be made taking into consideration such factors as skill, ability, need and seniority, as deemed appropriate by the Chief, acting in the best interests of the Department but such selections will be made on a non-arbitrary, non-discriminatory basis.

SECTION 13.4 CONFERENCE AND TRAVEL. Authorized local and non-local travel for purposes of attending training and approved professional meetings and conferences must adhere to the requirements of the city's accountable reimbursement plan. Current U.S. General Services Administration (GSA) rates shall govern the reimbursement and/or payment of expenses related to travel for purposes of duty related training and related law enforcement activities, as approved in advance by the Chief of Police or his designee.

SECTION 13.5 TUITION REIMBURSEMENT. The City acknowledges and is committed to the continuing training, professional growth, and improvement of employees. To assist employees in such training, the City shall partially reimburse Sergeants for tuition and required text expense, provided the Sergeant first receives the expressed written approval of the Chief of Police and the Mayor, or his designee. To further qualify for consideration for such reimbursement, the course must be administered by an accredited school of continuing education, must be specifically job related: criminal justice, public administration, political science, or business administration, and part of an undergraduate degree program approved in advance by the City.

The amount of reimbursement shall be 50% of all textbooks, lab fees and tuition for all grades of "C" or above. The maximum reimbursement shall be \$3,600 per contract year.

Pass or Fail Courses

Passing Grade – 50% Reimbursement

The City shall pay 100% of all required seminars or individual job related training courses, providing prior approval is granted by the Chief of Police or his designee.

Furthermore, if the Sergeant leaves the City's employment before completing thirty-six (36) months of continuous service with the City beyond completion of the course, any monies reimbursed the Sergeant shall be refunded to the City. The City may deduct from the Sergeant's final pay check any monies not properly reimbursed as provided in this section of the Agreement.

ARTICLE XIV

SENIORITY, LAYOFF AND RECALL

SECTION 14.1 DEPARTMENTAL SENIORITY DEFINED. An employee's anniversary date shall be a twelve month increment of uninterrupted, continuous service from the employee's date of hire within the Police Department.

SECTION 14.2 RANK SENIORITY DEFINED Seniority in the Police Department is defined as a Sergeant's length of continuous service within the rank of Sergeant from the employee's date of promotion, less any adjustments due to layoff, approved leaves of absence without pay, or other breaks in service.

SECTION 14.3 APPLICABILITY OF SENIORITY Seniority, departmental or rank, shall be used to determine the relative rights of Sergeants within the bargaining unit as expressly set forth in this Agreement.

SECTION 14.4 SENIORITY LIST. The City shall prepare a list setting forth the present rank seniority dates for all Sergeants covered by this Agreement within thirty (30) days of the signing of this Agreement. Such list shall finally resolve all questions of seniority affecting Sergeants covered by this Agreement. Any disputes as to seniority listing shall be presented to the City, and if the City's position is reasonable, it shall prevail. With the exception of changes in the seniority list for new hires, terminations, suspensions and leaves of absence, the seniority list and the seniority dates contained therein shall be considered

final ten (10) days after posting. The seniority list shall be revised by the City and reposted every six (6) months. Any subsequent errors in any posted seniority list must be brought to the attention of the City in writing within ten (10) calendar days of the posting of the list, otherwise, the list shall be deemed to be correct and shall not thereafter be subject to modification and any action based on the seniority list shall not be subject to a later grievance.

SECTION 14.5 TERMINATION OF SENIORITY. The employment relationship and seniority shall be terminated for all purposes when a Sergeant:

- (a) quits or retires;
- (b) is discharged for cause
- (c) is absent exceeding the period for which a leave of absence has been granted or extended in writing, or obtains a leave of absence under false pretenses;
- (d) does not perform work for the City (except for military service) for a period in excess of twelve (12) months or the length of the employee's service when the absence began, whichever is shorter;
- (e) is absent for two (2) consecutive working days without notifying the City and fails to notify the City within three (3) working days of an intention to return to work (within the next seven (7) calendar days).;
- (f) accepts other employment during a leave of absence unless agreed to in writing by the City;
- (g) fails to report for work, after being off due to a compensable injury or accident, within three (3) working days after release by a doctor.

SECTION 14.6 PROMOTION. Promotions shall be governed by applicable Civil Service Regulations to the extent such regulations continue to apply to the Department.

SECTION 14.7 LAYOFF AND RECALL

The City, in its discretion, shall determine whether layoffs are **necessary** and such decision shall not be reversed unless it is clearly established that such a determination is arbitrary and capricious. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is

determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their departmental seniority order.

Except in an emergency, no layoff will occur without reasonable notification to the Chapter (not to be less than five (5) calendar days prior to any layoff) and consultation with the Chapter in good faith, affording the Chapter opportunities to propose alternatives to layoff.

No patrol officer shall be promoted to the rank of Sergeant while any Sergeant remains on layoff status. Any Sergeant who shall be laid off under this section shall receive, when recalled, the salary rate that the affected Sergeant would have received had that Sergeant never been laid off.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. 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 presently qualified to perform the work to which they are recalled. The City shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work.

Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Police Chief or his designee of his intention to return within three (3) calendar days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address.

ARTICLE XV

CHAPTER BULLETIN BOARD

The City will make available appropriate space or spaces and the Chapter will provide a suitable bulletin board or boards for the posting of official Chapter notices. Copies of material to be posted will be provided to the Chief's office prior to posting on the bulletin board. The Chief will be provided the key to any bulletin board which is to be locked but nothing shall be posted or removed by the Chief or his designee without prior notice to and consent of the Chapter.

ARTICLE XVI

PERSONNEL FILES

SECTION 16.1 INSPECTION. Upon appropriate request, a Sergeant may inspect his personnel file

during non-working hours at a time and in a manner mutually acceptable to the Sergeant and the City, or during working hours where it will not adversely affect the Sergeant's performance of his duties, subject to the following:

1. A Sergeant may have a Chapter official present during such inspection so long as the Chapter official, if an employee, is on non-paid status during the inspection.
2. Copies of materials in a Sergeant's personnel file shall be provided to the Sergeant, upon request. The Sergeant shall bear the cost of duplication.
3. A Sergeant shall be provided a copy of each completed evaluation form prepared subsequent to the effective date of this Agreement where such form will play a role in the Sergeant's evaluation of performance.
4. Pre-employment information, such as reference checks and responses, or any information at any time received by the City with the specific request that it remain confidential, shall not be subject to inspection or copying.

SECTION 16.2 COMPLIMENTARY OR DEROGATORY. Complimentary or derogatory comments received by the City concerning a Sergeant's performance of duties will be placed in the officer's personnel file. Any derogatory comments shall be purged from the affected Sergeant's file annually upon written request.

SECTION 16.3 DESTRUCTION OF FILE The City will comply with the Illinois Personnel Records Review Act. Further, employees will be allowed to make an appointment to review their complete files and remove disciplinary investigation files over three years old, unless it relates to civil or criminal investigations. This includes, but is not limited to, Police Department, Civil Service, Shift / Division, and Human Resources files. The files will be removed and forwarded to Human Resources where they will be kept in a secure locked cabinet and destroyed pursuant to state statute governing destruction of files. Upon request, the City will provide each affected employee with reasonable proof of compliance with the destruction of disciplinary investigation files.

SECTION 16.4 EMPLOYEE NOTIFICATION A copy of any disciplinary action or material related to employee performance, which is placed in the personnel file shall be sent to the Sergeant within seven (7) calendar days of the file addition. At the Sergeant's request, he/she shall have included his/her rebuttal to any item placed by management in their personnel file subject to the conditions of the

ARTICLE XVII

LEAVES

SECTION 17.1 MILITARY SERVICE Any employee, male or female, who during a national emergency, enlists or is called to serve in the armed forces of the U.S. Government, and who, subsequently returns to the municipal service of the City of Waukegan, to a position previously held by him, shall be reinstated at the same rate of pay as is set forth in the ordinance, plus longevity where applicable to the fullest extent required by State and Federal Law. The time served in the armed forces shall not disrupt the continuity of the longevity plan applicable to such employees. A leave of absence will be granted for military and/or camp service with no compensation for the same.

SECTION 17.2 INJURY ON THE JOB OR OCCUPATIONAL DISEASE LEAVE, In the event an employee is injured in the performance of his duties or incurs a sickness attributed to his occupation, such employee shall be entitled to sick-leave pay not to exceed one hundred-eighty (180) consecutive calendar days; such compensation to be reduced by the amount of compensation insurance received by said employee, if any. Any time off granted by this section shall be computed on an hourly basis. The employee shall notify his/her supervisor and the Human Resources Department before the expiration of the one hundred-eighty (180) consecutive day leave of absence if he/she is physically unable to return to work at the conclusion of the leave.

The leave is subject to the following conditions:

- (a) **NOTIFICATION WITHIN 48 HOURS:** If the employee is unable to work as a result of the injury, the employee must make a request for leave within 48 hours. The employee will immediately be placed on sick leave if there is a question by the City if the injury is work related. If the injury is found to be duty related, sick leave will be credited back to the employee.
- (b) **PHYSICIAN'S STATEMENT REQUIRED EVERY 45 DAYS:** During such leave a physician's statement sent to the City is required every 45 days.
- (c) **CITY SCHEDULED MEDICAL APPOINTMENTS:** At any time the City may schedule a medical appointment for the employee with a physician designated by the City.
- (d) **PHYSICAL EXAMINATION REQUIRED:** Before returning from such leave the employee may be required to have a physical examination by a physician designated by the City.
- (e) **VACATION FOLLOWING INJURY ON THE JOB OR OCCUPATIONAL DISEASE LEAVE:**

The employee may not take his/her vacation immediately following this leave unless the period of time consumed by the vacation and this leave equals 180 consecutive calendar days or less.

- (f) **EMPLOYMENT ACCEPTED ELSEWHERE:** The employee will be terminated immediately if he accepts employment elsewhere or becomes self-employed.
- (g) **NOTIFICATION OF INABILITY TO RETURN TO WORK FOLLOWING LEAVE:** The employee shall notify his/her supervisor and the Human Resources Department before the expiration of the leave if (s)he is physically unable to return to work at the conclusion of the leave.
- (h) **SALARY COMPUTATION:** Salary computed under this leave is computed at the straight time rate the employee would have been paid had the employee been working for that period of time.
- (i) **NOTIFICATION OF REQUEST FOR EXTENSION:** If the employee fails to notify his/her supervisor before the end of this leave that (s)he wants an extension, (s)he will be terminated at the conclusion of his/her leave.
- (j) **APPROVAL OF EXTENSION OF LEAVE:** Any special consideration for an extension of such paid leave of absence in excess of 180 consecutive calendar days must be approved by the Mayor and the Labor Relations Committee with their recommendation to the City Council.
- (k) **SICK LEAVE ACCUMULATION CEASES:** Any employee who is granted this leave of absence shall cease to accumulate sick leave after the completion of 180 consecutive calendar day leave of absence period, until (s)he returns to work. This employee shall not begin to re-accumulate sick leave until (s)he returns to work.
- (l) **ASSIGNMENT OF LIGHT DUTY:** The employee may be assigned to any light duty at the discretion of the City with the approval of a physician designated by the City.

SECTION 17.3 JURY LEAVE: Employees covered by this ordinance who are required to serve on a jury shall sign their jury checks over to the city. The city shall compensate such employees at their regular rate of pay for each hour actually spent on jury duty up to eight (8) hours per day.

SECTION 17.4 ILLNESS, INJURY OR PREGNANCY LEAVES TO EMPLOYEES WHO WANT TO

RETURN TO THE SAME POSITION: A leave of absence without pay from a position to which the employee desires to return will be granted for illness, injury or pregnancy only:

- a. as long as the needs of the department are not adversely affected;

- b. and if, when the employee's past performance is balanced against the time required to train a replacement, the needs of the department will be better served by granting the leave;
- c. for a maximum period of 105 days;
- d. upon return from leave, the employee must pass the same physical examination and any applicable testing requirements established for the position sought that are required of new employees;
- e. No leave of absence without pay for illness, injury or pregnancy will be granted to any employee who, within the 180 days immediately preceding the request for this leave has received a discretionary leave of absence without pay for illness, injury or pregnancy in excess of 105 days, unless the period of time consumed by the combined leaves of absences – the one just completed and the one being requested equals 105 days or less.
- f. The employee may not take his vacation immediately preceding, or immediately following any grant of leave of absence without pay for illness, injury or pregnancy, unless the period of time consumed by the vacation and the leave requested equals 105 days or less.
- g. No leave of absence without pay for illness, injury or pregnancy will be granted to enable an employee to try for or accept employment elsewhere or for self-employment. An employee who engages in employment elsewhere shall be terminated immediately.

SECTION 17.5 ILLNESS, INJURY, OR PREGNANCY LEAVES IN EXCESS OF 105 DAYS: A leave of absence without pay in excess of 105 days for illness, injury or pregnancy will be granted only:

- a. to offer the employee the first available opening in his classification or in a lower rated classification, where skill and ability to perform the work without additional training is equal;
- b. and, if upon evaluation of the employee's past performance, the needs of the city will be served by granting the leave;
- c. for a maximum of six months;
- d. upon return from leave, the employee must pass the same physical examination and any applicable testing requirements established for the position sought that are required of new employees.
- e. No leave of absence without pay in excess of 105 days for illness, injury or

pregnancy will be granted to any employee who, within 180 days immediately preceding the request for this leave, has received a leave of absence for illness, injury or pregnancy, or discretionary leave;

- f. The employee may not take his vacation immediately preceding or immediately following any grant of leave of absence without pay in excess of 105 days for illness, injury or pregnancy;
- g. No leave of absence without pay in excess of 105 days for illness, injury or pregnancy will be granted to enable an employee to try for or accept employment elsewhere or for self-employment. An employee who engages in employment elsewhere shall be terminated immediately.

SECTION 17.6 DISCRETIONARY LEAVES TO EMPLOYEES WHO WANT TO RETURN TO THE SAME POSITION:

A discretionary leave of absence without pay from a position to which the employee desires to return will be granted only:

- a. as long as the needs of the department are not adversely affected;
- b. if, when the employee's past performance is balanced against the time required to train a replacement, the needs of the department will be better served by granting the leave;
- c. for a maximum period of 30 days
- d. Upon return from leave, the employee must pass the same physical examination and any applicable testing requirements established for the position sought that are requirements of new employees.
- e. No discretionary leave of absence without pay will be granted to any employee who, within the 180 days immediately preceding the request for discretionary leave, has received a leave of absence without pay for illness, injury or pregnancy for 105 days or less, or a leave of absence without pay for illness, injury or pregnancy in excess of 105 days, unless the period of time consumed by the combined leaves of absences – the one just completed and the one being requested – equals 105 days or less.
- f. The employee may not take his vacation immediately preceding or immediately following any grant of discretionary leave of absence without pay unless the period of time consumed by the vacation and the leave requested equals 105 days or less;
- g. No discretionary leave of absence without pay will be granted to enable an employee to try for or accept employment elsewhere or for self-employment. An employee who

engages in employment elsewhere shall be terminated immediately.

SECTION 17.7. DISCRETIONARY LEAVES IN EXCESS OF 30 DAYS: A discretionary leave of absence without pay from a position to which the employee desires to return will be granted only:

- a. as long as the needs of the department are not adversely affected;
- b. if, when the employee's past performance is balanced against the time required to train a replacement of the needs of the department will be better served by granting the leave;
- c. for a maximum period of six months
- d. Upon return from leave, the employee must pass the same physical examination and any applicable testing requirements established for the position sought that are required of new employees.
- e. No discretionary leave of absence without pay will be granted to any employee who, within the 180 days immediately preceding the request for discretionary leave, has received a leave of absence without pay for illness, injury or pregnancy for 105 days or less, or a leave of absence without pay for illness, injury or pregnancy in excess of 105 days, unless the period of time consumed by the combined leaves of absences – the one just completed and the one being requested – equals 105 days or less.
- f. The employee may not take his vacation immediately preceding or immediately following any grant of discretionary leave of absence without pay unless the period of time consumed by the vacation and the leave requested equals 105 days or less;
- g. No discretionary leave of absence without pay will be granted to enable an employee to try for or accept employment elsewhere or for self-employment. An employee who engages in employment elsewhere shall be terminated immediately.
- h. To offer the employee the first available opening in his classification or in a lower rated classification where skills and ability to perform the work without additional training is equal.

SECTION 17.8 FAMILY MEDICAL LEAVE: Employees requesting leave benefits under the provisions of the Family Medical Leave Act shall submit requests for such leave on applicable application materials and adhere to city policy, as published under separate document.

SECTION 17.9 BENEFITS WHILE ON LEAVE: During an approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change

and arranges to pay the entire insurance premiums involved, including the amount of premium previously paid by the City.

SECTION 17.10 COMPASSIONATE LEAVE: The City agrees to provide to Sergeants three (3) days off within a reasonable time, without loss of pay or seniority, following the date of death of one of the following members of the Sergeant's family: mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, stepmother and stepfather for the purpose of attending the funeral and attending to the affairs of the deceased. The City agrees to provide Sergeants one (1) day off within five (5) days after the date of death without loss of pay or seniority as a result of a death to the Sergeant's grandparent or grandchild. If a Sergeant has a reasonable cause he shall be allowed to use available vacation and personal time upon approval of the Chief, which approval shall not be unreasonably denied.

Upon request and proper notification, Sergeants shall be provided up to three (3) days leave to attend the funeral of a brother-in-law and/or sister-in-law. Sergeants shall also be provided up to one (1) day leave to attend the funeral of a niece or nephew, with leave so provided charged against the Sergeant's available compensatory or vacation time.

ARTICLE XVIII

SICK LEAVE

SECTION 18.1 AMOUNT OF SICK LEAVE. Sergeants in the Department shall be entitled to sick leave with pay at the rate of one (1) working day for each month of service up to ninety (90) days. Patrol Division Sergeants working a 12-hour schedule shall accrue eight (8) hours of sick leave credit per month of continuous service and shall be charged 12 hours of sick leave per each full shift used.

SECTION 18.2 USAGE. Sick leave may only be used for the following:

- (a) personal illness;
- (b) medical, dental or optical appointments;
- (c) enforced quarantine of employee in accordance with community health regulations;
- (d) sickness in the immediate family;
- (e) non-compensable injuries.
- (f) pregnancy

(g) limit the use of paid sick leave days to five (5) occurrences per year. An occurrence shall be one (1) work day on paid sick leave or one (1) or more consecutive work days on paid sick leave, provided the employee has accrued sick leave day(s) available. An FMLA event shall not be considered an occurrence under this article.

(h) Progressive discipline shall take effect after the fifth (5th) occurrence within a twelve (12) month period.

SECTION 18.3 DOCTOR'S SLIP. The City may require a duly authorized practitioner's report before granting sick leave with pay for sick leave absences of three (3) days or longer. Before returning to work, a Sergeant having been absent from duty for more than three (3) consecutive workdays because of illness or injury may be examined by the City physician, or other qualified practitioner at the Sergeant's election, who shall state whether or not such Sergeant is physically able to resume duty. If a pattern of abuse of this section is suspected by the Chief of Police, the City shall reserve the right to require the employee to produce a statement verifying his or her illness by a duly authorized physician when the employee notifies the City of his or her inability to report for duty. If the employee elects to see the City's physician, the examination shall be at the City's expense.

SECTION 18.4 ACCUMULATION: OFFICERS HIRED ON OR BEFORE MARCH 31, 1995.

- 1) Sergeants with less than twenty (20) years of service shall be paid at the rate of 75% for each unused sick day over ninety (90) days.
- 2) Sergeants with more than twenty (20) years of service shall be paid at the rate of 100% for each unused sick day over ninety (90) days.
- 3) At the time a Sergeant's service is terminated, the Sergeant shall be paid one-half (1/2) pay for every unused sick day accumulated to his credit.

SECTION 18.5. ACCUMULATION: OFFICERS HIRED ON OR AFTER APRIL 1, 1995.

- 1) Sergeants with less than twenty (20) years of service shall be paid at the rate of 75% for each unused sick day over ninety (90) days.
- 2) Sergeants with more than twenty (20) years of service shall be paid at the rate of 100% for each unused sick day over ninety (90) days.
- 3) At the time a Sergeant retires, that Sergeant shall be paid one-half (1/2) pay for every unused sick day accumulated to his credit, provided the Sergeant has attained twenty (20) years of credible service with the City of Waukegan's Police Department.

Any Sergeant covered by this Section, leaving the City's employment prior to retirement shall not be entitled to the one-half (1/2) pay for accumulated sick leave. Sergeants who retire on non-duty medical pension or duty related disability shall receive benefits as provided in Section 18.4.

ARTICLE XIX

INOCULATIONS AND FUNERAL EXPENSES

SECTION 19.1 INOCULATIONS. The City agrees to pay all expenses for inoculation or immunization shots for a Sergeant and members of the Sergeant's family when such becomes necessary as a result of said Sergeant's exposure to contagious disease in the line of duty.

SECTION 19.2. FUNERAL EXPENSES. The City agrees to pay all reasonable funeral and burial expenses of any Sergeant of the Police Department killed in the line of duty.

ARTICLE XX

REPRESENTATIVES' RIGHTS

SECTION 20.1 ATTENDANCE AT CHAPTER COMMITTEE MEETINGS. Subject to the Departments' need for orderly scheduling and need to respond to emergencies, the City agrees that two (2) elected officials of the Board of Directors of the Chapter shall be permitted time off without pay to attend up to a total of four (4) general, board and/or special meetings of the Chapter, provided that notice of at least fourteen (14) days is given in writing to the Police Chief's office in advance of such meeting(s).

SECTION 20.2 EXAMINATION OF RECORDS. The Chapter or its duly designated representative shall have the right to examine at reasonable times and places a grievant's records which are pertinent to a pending grievance where the grievance has progressed to the third step of the grievance procedure and where the grievant's written permission to examine such records is presented.

ARTICLE XXI

INSURANCE

SECTION 21.1. COMPREHENSIVE MAJOR MEDICAL PLAN. Health insurance coverage shall be provided in accordance with the City's Health Plan which is applicable to all City employees, and shall include both a City major medical indemnity plan with a PPO and HMO options, and the City shall make

available a dental and a vision insurance plan, said dental and vision insurance plan to be selected at the sole discretion of the City. The City agrees that they will maintain the same or substantially similar level of benefits, deductibles and co-pays as are current (6/1/2010) in effect for the duration of this agreement. The City further agrees that for the duration of this agreement bargaining unit members will at no time be provided lesser insurance coverage and benefits than are provided to the remainder of the employees in the department which are represented or not represented.

SECTION 21.2 PREFERRED PROVIDER ORGANIZATION (PPO) A plan participant may choose to utilize hospitals, physicians, and other health care providers who are members of a Preferred Provider Organization (PPO). If the participant makes such a choice, the plan will pay according to the Schedule of Benefits set forth for incurred charges by the individual for the services of the PPO. If a participant chooses not to utilize a PPO provider, the Plan will pay according to the Schedule of Benefits for Non-PPO services.

SECTION 21.3 PREMIUM ALLOCATION Sergeants shall contribute toward the cost of health insurance premiums by paying the same percentage of required health insurance premium cost as is paid by the sworn managerial employees of the Police Department, with the city paying the remaining percentage, provided such employees' percentage shall not exceed ten percent (10%) for the duration of this agreement.

SECTION 21.4 COST CONTAINMENT The City reserves the right to institute cost containment measures relative to insurance coverage, as long as such coverage remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective surgery for certain designated surgical procedures, and concurrent review in large case management. If a second opinion is required and received, the employee shall have a choice as to which opinion to follow.

SECTION 21.5 SECOND OPINION. In the event that the City's insurance requires a second opinion (from any source) which may affect the payment of benefits in any manner, and this second opinion states that treatment is not necessary, then the employee may see another doctor of his/her choice (for a third opinion) and that doctor's opinion shall be accepted as to whether or not treatment is necessary. The "third opinion" doctor shall not be from the same firm as the first opinion doctor.

SECTION 21.6 TERMS OF INSURANCE POLICIES TO GOVERN. The extent of coverage under the insurance policies including HMO and self-insurance plans refer to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policy or plan or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in the policies or plans, provided such policies or plans do not conflict with this Ordinance.

SECTION 21.7 LIFE INSURANCE. The City shall provide term life insurance coverage for each employee covered by this Agreement equal to no less than one times the employee's annual salary as of the ratification date of this Agreement. The value of such coverage shall be adjusted each anniversary date of this Agreement to the next highest \$1,000.

SECTION 21.8 POLICY CHANGE. Any time that the City is going to make any significant procedural change(s) to its insurance program, the city shall notify the Chapter, in writing, two weeks prior to notifying the employees of the change(s) to its insurance program. Such changes shall not substantially change the level of benefits per Section 21.1 above unless mutually agreed to by the parties.

SECTION 21.9 HEALTH INSURANCE BUYOUT Any employee who is eligible for single, single/spouse, single/child(ren) or family coverage and does not want to be covered by a City health insurance plan may decline the coverage and receive an annual lump sum payment paid in 24 equal semi-monthly installments. The decision will be made during the City annual open enrollment period and will apply to the entire plan year.

ELIGIBLE FOR FAMILY COVERAGE If a City employee is eligible for family coverage finds an alternative coverage for themselves and spouse/child(ren) dependent coverage, the reimbursement is \$1,500. If a City employee eligible for family coverage finds alternative coverage for the spouse and child(ren) dependent coverage but wishes to stay on the plan with single coverage only, the reimbursement is \$1,000. If a City employee eligible for family coverage finds alternative coverage for the spouse or child(ren) dependent coverage but wishes to stay on the plan with spouse or child(ren) coverage, the reimbursement is \$500.

ELIGIBLE FOR EMPLOYEE/SPOUSE OR EMPLOYEE/CHILD(REN) If a City employee finds alternative coverage for themselves and spouse/child(ren), the reimbursement is \$1,000. If a City employee eligible for employee/spouse or child(ren) dependent coverage and finds alternative coverage for the spouse or child(ren) but wishes to stay on the plan with single coverage only, the reimbursement is \$500.

ELIGIBLE FOR SINGLE COVERAGE If a City employee eligible for single coverage finds alternative coverage for themselves, the reimbursement is \$500. All payments are subject to taxes and withholdings is not added to base salary, and the employee must demonstrate proof of other coverage to qualify. Outside of the open enrollment period, if the employee has a qualifying event, they may opt for a coverage change within 30 days after the event. This includes obtaining previously declined coverage or increasing or decreasing coverage levels depending on the nature of the qualifying event.

ARTICLE XXII

UNIFORM ALLOWANCE

SECTION 22.1 UNIFORM ALLOWANCE. Sergeants covered by this Agreement who are required to wear regularly, and maintain continuously, prescribed items of uniform clothing and personal equipment, shall be issued same as necessary, but shall be required to clean and maintain such items properly. Equipment shall be issued by a reputable clothier to be selected by a committee composed of the Chief of Police and the Purchasing Agent. Such clothier shall be capable of supplying the needs of uniformed personnel on the best and most economical basis. The allowance to be paid to each Sergeant covered by this Agreement shall be \$1,000 per annum, payable in two (2) equal installments on or before June 20th and December 20th. Such allowance shall be paid, and appropriate taxes withheld, at such times and in such manner separate from the Sergeant's normally scheduled payroll check.

SECTION 22.2 SUPPLEMENTAL UNIFORM. Evidence technicians, K-9 Sergeants, Honor Guard, Neighborhood Enforcement Team, Gang Intelligence Unit Sergeants, Major Traffic Crash Investigation Unit and SWAT unit Sergeants shall receive an additional uniform allowance credit of thirty dollars (\$30) per month, during each month that they actually worked as an Evidence technician, K-9 Sergeant, Neighborhood Enforcement Team, Gang Intelligence Unit Sergeants, Major Traffic Crash Investigation Unit and SWAT unit Sergeants, payable semiannually at the time of the regularly scheduled uniform allowance credit. The Sergeant shall only receive one \$30.00 per month allowance even if the Sergeant is involved in one of the units, two of the units or all the units.

ARTICLE XXIII

DRUG AND/OR ALCOHOL TESTING

The Chapter and the City are committed to the principle that professionalism in the Police Department can only be maintained through a drug free work environment.

SECTION 23.1 PHYSICAL EXAMINATION REQUIREMENT. The Chief of Police may order all Sergeants to complete a full or partial physical examination once every year, at staggered times as determined by the Chief. As part of this examination, the City shall have the right to have body fluid taken during the examination tested for improper use of prescribed drugs or use of illegal drugs. The Chief of Police, or his designee above the rank of Sergeant, may also order that body fluid be taken and tested at any time where there exists reasonable suspicion to believe that the Sergeant is using or is under the influence of illegal drugs or alcohol, or is abusing prescribed drugs. The body fluid(s) tested for improper use of prescribed drugs or for use of illegal drugs shall be performed by the GC/MS (Gas Chromatography/Mass Spectrophometry) or scientifically equivalent method at a NIDA certified laboratory or some other State certified laboratory agreeable to both the City and the Chapter.

SECTION 23.2 CHAPTER REPRESENTATION. When a Sergeant is requested to submit to a drug test he shall have the right to have a Chapter Representative present during such test so long as it does not unreasonably delay the test, and he shall be given at least some of the reasons for the test in writing. If the Sergeant waives his right to a Chapter representative, such waiver shall be in writing.

SECTION 23.3 SECOND TEST. The Sergeant shall have the right to a second urine sample, if requested, or a blood sample, be taken at the time of the first sample and retained for possible testing should the initial test prove positive. The Sergeant being tested shall be given a copy of his test(s) results when such test(s) results become available.

SECTION 23.4 HANDLING OF SAMPLES. The body fluid samples shall be properly marked, sealed and shall be signed by the Sergeant being tested, a Chapter Representative if requested, and a representative of the City. The sample shall be transported, mailed, or delivered to a certified courier of the NIDA Laboratory by the Chapter Representative and a Representative of the City.

SECTION 23.5 SECOND TEST AND DISCIPLINE. If a Sergeant tests positive for illegal drugs or of abuse of prescribed drugs according to NIDA Standards, a second sample, if taken shall be tested as

soon as possible. If the test(s) is positive, the Chief of Police may discipline the Sergeant and/or may direct the Sergeant to seek assistance through an Employee Assistance Program.

SECTION 23.6 ALCOHOL. An employee under the influence of alcohol, as described in this Section, shall be subject to discipline, up to and including discharge. An employee who tests at a level of .03 or greater on the BAC standard, shall be subject to discipline, up to and including discharge. Employees testing at levels greater than .000 but less than .03 BAC shall not be disciplined and may remain at work, at the Sergeant's discretion, only if assigned to non-enforcement duties in the station.

SECTION 23.7 RANDOM TESTING. All members of the bargaining unit shall be subject to random drug testing. Members shall be assigned a permanent number and selection of those to be tested shall be determined by a random drawing conducted by the Chief of Police, in the presence of a selected Chapter Sergeant. The Chief will be permitted to have four random drawings per year with a maximum of three (3) persons per drawing.

SECTION 23.8 RANDOM SELECTION. Sergeants will be selected for random testing in the following manner; all Sergeants will be assigned a permanent number and all numbers will be painted on ping pong type balls and placed into a cylinder style mixer. The Chief will then, without looking pick the desired number of balls from this device. The selection of numbers will be witnessed by a member of the Chapter selected by the executive board of the Chapter. After a Sergeant is selected, the testing will proceed as described in Article 23 of the contract.

SECTION 23.9 TESTING FOR SPECIALIZED UNITS. All members of the Bargaining Unit voluntarily assigned to the Department's Gang or Narcotics Unit, the Metropolitan Enforcement Group (MEG) or to Special Weapons and Tactics (SWAT) may be required to submit to drug testing as a condition of their continued assignment. Such testing shall be limited to no more than four required tests per calendar year.

SECTION 23.10 TESTING FOR PROMOTIONS. All members of the Bargaining Unit will be required to submit to a drug test as part of the promotion examination to the rank of Lieutenant.

SECTION 23.11 CONFIDENTIALITY. All drug testing and employee assistance shall be held in the highest confidence by the City and the Chapter officials involved.

SECTION 23.12 PAYMENT FOR TESTING. All drug testing shall be at the City's expense and shall be conducted while the Sergeant is on duty or is being paid.

SECTION 23.13 CONSTITUTIONAL RIGHTS. Nothing in this Article shall be construed to limit a Sergeant's constitutional rights.

SECTION 23.14 VOLUNTARY REQUESTS FOR ASSISTANCE AND DISCIPLINE. The Department shall not terminate any employee who voluntarily seeks treatment, counseling or other support for an alcohol or lawful prescription drug-related problem. The Department shall make available through its Employee Assistance Program (EAP) a means by which the Sergeant may obtain short-term counseling and/or referral to treatment. All such requests for EAP assistance and/or referral to treatment shall remain confidential and any information received by the department concerning counseling, referral and/or treatment shall not be used in any manner adverse to the Sergeant's interest, except as described in this Agreement.

ARTICLE XXIV

FITNESS

SECTION 24.1 MEDICAL EXAMINATIONS. The City may require that the employee have an examination by a qualified and duly licensed physician by the City and at the expense of the City. The City shall be furnished with a copy of any medical report which shall be made available to the employee, if so requested.

SECTION 24.2 PHYSICAL FITNESS. The City may establish reasonable physical fitness goals and standards. Such goals and standards shall be made known to bargaining unit personnel at least sixty (60) days prior to their implementation, and shall take into consideration the Sergeant's age and gender.

SECTION 24.3 TESTING STANDARDS. The physical fitness training standards for the Waukegan Police Department shall be detailed and shall duplicate fitness tests and accepted standards as published by the Illinois Law Enforcement Training and Standards Board, dated January 1, 1990.

SECTION 24.4 TESTING OF EMPLOYEES. All members of the Waukegan Police Department are required to participate in a fitness test once every twelve months. Tests will be conducted and monitored by members of the Waukegan Police Department. Fitness tests will be administered on an annual basis.

Employees will be given no less than sixty (60) days notice of the scheduled test date. Employees shall be excused from participating in the taking of his/her test upon presentation of a written excuse from a physician. Upon a written release of the same physician, the employee will be administered a fitness test no less than 60 days of receipt of the physicians release, or sooner if mutually agreed. The physical fitness test administered by the Department will not serve as a basis for determining a Sergeant's fitness for duty.

This test is not task specific or directly job related. However, nothing in this section limits the ability of the Chief of Police to require training for Sergeants who fail to obtain the minimum standards.

SECTION 24.5 THE PHYSICAL FITNESS TEST. The physical fitness test shall consist of the following four activities:

1. Sit and Reach
2. One Minute Sit Up
3. Bench Press
4. 1.5 mile run

SECTION 24.6 MONITORING TEST PROCEDURE. During the test procedures, each test will be monitored by a member of the bargaining unit and a representative of management. The bargaining unit and management will select their own representatives to monitor the tests. Bargaining unit representatives monitoring the test of another employee shall be on non-duty time. Should a disagreement arise on a pass/fail judgment a third monitor agreed on by both the bargaining unit and management will be asked to monitor a retest of the subject in question after a suitable rest period of no less than fifteen minutes be given to the member in question. If a member is required to retest due to a discrepancy between the monitors, the first test would not count against the members as a first fail situation.

SECTION 24.7 COMPENSATION FOR TEST PROCEDURE. Whenever possible, the test will be given during a Sergeant's on duty time. If a Sergeant is scheduled to take the test during his off duty time, he will be compensated at the overtime rate of one and one half (1 1/2) times their regular straight time hourly rate of pay for all hours worked with a two (2) hour minimum call back to be paid at the rate of time and one half (1 1/2) times their regular straight time hourly rate of pay.

SECTION 24.8 WORKOUT FACILITY. The City shall keep and maintain a basic workout facility which shall be open twenty-four (24) hours a day.

SECTION 24.9 NO DISCIPLINE. The City and the Chapter are committed to physical fitness as but one means of encouraging healthy, productive, and physically competent law enforcement professionals. The City and Chapter encourage all law enforcement Sergeants to become physically fit and to maintain their fitness during their length of service. Although the City expects all law enforcement Sergeants to apply their best efforts to maintain sound physical fitness, no discipline shall be administered against any Sergeant who fails to successfully pass the annual physical fitness test.

ARTICLE XXV

WAGES AND BENEFITS

SECTION 25.1 WAGE SCALE. A newly promoted Sergeant shall be paid at the beginning rate (Step 1) of the Sergeant's salary range. He/she will be eligible to advance to step two of the Sergeant's salary range after 12 months of continuous and satisfactory employment as a Sergeant and will be eligible to advance to further steps in said salary range on such anniversary date in accordance with the step plan.

The following wage increases will be effective on the listed dates;

2% - 5/1/2013

2% - 5/1/2014

2% - 5/1/2015

A \$1400 signing bonus (not added to base rate, not pensionable, and payable within 10 business days of City Council approval) shall be paid to every current MAP #285 member at the time of the signing of this agreement.

The salary schedule shall show increases in each year of the Agreement as set forth in Appendix "A".

SECTION 25.2 LONGEVITY. When a Sergeant completes twenty (20) years of service (time on Department), they shall receive longevity pay in the amount of \$900.00, said amount shall be added to the affected Sergeant's base pay at his current step on his/her twentieth year of service and shall be included in any calculation of benefit time such as overtime and holiday pay. This longevity payment is NOT cumulative. This longevity shall be considered for pension purposes, and the 9.91% pension contribution shall be deducted.

SECTION 25.3 DEMOTIONS. When an employee is demoted to a lower class position, the employee

shall go to the appropriate pay step and seniority level equivalent to their total years of service with the department.

SECTION 25.4 DEATH OF AN EMPLOYEE The Parties agree that upon the death of any member of this unit, the City will make a lump sum payment, in accordance with the terms of this Agreement, of accrued vacation time, holiday leave, and other compensation (comp time, sick leave, personal days, etc) to that deceased employee's most recently designated beneficiary on file, or, if no designated beneficiary, to the employee's estate.

SECTION 25.5 RETROACTIVITY. Employees covered by this Agreement, who are still on the active payroll the beginning of the next payroll period immediately following the ratification of this Agreement by both parties, shall receive a retroactive payment, excluding Off-Duty Security overtime.

ARTICLE XXVI

NO SOLICITATION

While the City acknowledges that bargaining unit employees may conduct solicitation of Waukegan merchants, residents or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the Waukegan Police Department or the City of Waukegan.

Bargaining unit members agree that the City name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words "Waukegan Police Department" in their name or describe themselves as the "City of Waukegan". Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all police Sergeants employed by the City.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This Section does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

ARTICLE XXVII

SAVING CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provision.

ARTICLE XXVIII

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. Before the City implements an overall change in past practice which has a direct and significant effect on employee wages, hours or working conditions, the City will offer to discuss the change with the Chapter (except in case of emergency). 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. The Chapter specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

ARTICLE XXIX

TERMINATION

SECTION 29.1 TERMINATION IN 2016. This Agreement will be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on April 30, 2016. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

SECTION 29.2 NOTICE OF TERMINATION In the event that either party desires to terminate this Agreement, written notice must be given to the other party not 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.

IN WITNESS WHEREOFF, the parties hereto have affixed their signatures this 5th day of March, 2015.

FOR THE CITY OF WAUKEGAN:

Wayne Motley
Mayor

James V. [Signature]
Labor Relations Committee

Labor Relations Committee

[Signature]
Labor Relations Committee

FOR THE METROPOLITAN ALLIANCE OF POLICE WAUKEGAN SERGEANTS ASSOCIATION,
CHAPTER #285:

[Signature]
MAP President

[Signature]
MAP #285 President

MAP # 285 Vice President

APPENDIX "A"

MAP #285		2%	900	2%	900	2%	900
	CURRENT	5/1/13	20 +	5/1/14	20 +	5/1/15	20 +
Step 1	89637	91430	92330	93258	94158	95124	96024
Step 2	90508	92318	93218	94165	95065	96048	96948
Step 3	91386	93214	94114	95078	95978	96980	97880
Step 4	92272	94117	95017	96000	96900	97920	98820
Step 5	93168	95031	95931	96932	97832	98871	99771
Step 6	94074	95955	96855	97875	98775	99832	100732
Step 7	94990	96890	97790	98828	99728	100804	101704

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is hereby entered into between the City of Waukegan ("City") and the Metropolitan Alliance of Police ("Union") collectively referred to as "the parties."

This MOU shall remain in full force and effect through the duration of the current Collective Bargaining Agreement ("CBA"), and shall remain in effect thereafter until a new agreement is reached. All other provisions, terms and conditions of the current CBA shall remain in full force and effect. The parties agree that SECTION 11.5 "Overtime Pay," shall be modified to add the following language in addition to the existing language:

Off-Duty Employment

In accordance with the Fair Labor Standards Act (FLSA) Section 7(g) the Union and the City agree that when a Union Member works a voluntary off-duty assignment, officer(s) performing such work shall be compensated at the rate of \$33.00 per hour, regardless of his/her hourly rate per the salary schedule.

AGREED:

On Behalf of the City of Waukegan:

Wayne Motley

6-29-15
Date

Date

Metropolitan Alliance of Police:

ASB 648

6-29-15
Date