

AGREEMENT
BETWEEN
THE CITY OF WAUKEGAN, ILLINOIS
AND
WAUKEGAN POLICE BENEVOLENT LABOR COMMITTEE
UNIT #42

MAY 1, 2012 THROUGH APRIL 30, 2018

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P R E A M B L E

This Agreement is entered into this ___ day of May, 2015 between the City of Waukegan (the "City") and the Waukegan Police Benevolent Labor Committee, unit #42 (the "Labor Committee" "or Union"), upon approval of a majority of Waukegan's Police Officers covered by this Agreement. The City of Waukegan agrees that this agreement will be retroactive to May 1, 2012 through April 30, 2018.

WHEREAS, the City, by ordinance, has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with certain of its full-time employees and to make clear the basic terms upon which such relationship depends; and

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:

ARTICLE II

RECOGNITION

SECTION 2.1. RECOGNITION. The City recognizes the Waukegan Police Benevolent Labor Committee, unit #42 ("Labor Committee") as the sole and exclusive collective bargaining representative for all sworn police officers (here and after referred to as "officers" 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 Sergeant and above) and all other supervisory and non-supervisory employees of the Department and City.

SECTION 2.2. PROBATIONARY PERIOD. The probationary period shall be eighteen (18) months in duration. Time absent from duty or not served for any reason, shall not apply toward satisfaction of the probationary period. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, except that the city may suspend or discharge a probationary officer without cause and such officer shall have no recourse to the grievance procedure to contest such suspension or discharge.

SECTION 2.3. FAIR REPRESENTATION. The Labor Committee 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 Labor Committee.

SECTION 2.4. LABOR COMMITTEE OFFICERS. For the purposes of this Agreement, Labor Committee Officers shall mean the duly elected or appointed officers of the Executive Board. Labor Committee Representatives shall be the duly appointed shift representatives and labor committee trustees.

ARTICLE III

NO DISCRIMINATION

SECTION 3.1. DISCRIMINATION PROHIBITED. Neither the City nor the Labor Committee 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 or sex.

SECTION 3.2. LABOR COMMITTEE MEMBERSHIP OR ACTIVITY. Except as otherwise provided herein, neither the City nor the Labor Committee shall interfere with the right of employees to become or not become members of the Labor Committee, and there shall be no discrimination against any such employees because of lawful Labor Committee membership or non-membership activity or status.

SECTION 3.3. GENDER. Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

ARTICLE IV **DUES CHECKOFF**

SECTION 4.1. DUES DEDUCTIONS. During the term of this Agreement, the City will deduct once each pay day a fixed, uniform dollar amount which shall be considered the regular monthly Union dues of each Union member for whom there is on file with the City a voluntary, effective checkoff authorization in the form set forth in Appendix A to this Agreement. The amount so deducted shall be forwarded each pay period to the appropriate officer of the Union, together with a list of names for whom deductions have been made. If the employee has no earnings due for that pay period, the Union shall be responsible for collecting such dues. Dues shall be sixty-five dollars (\$65) per month. This shall be divided evenly by the officer's twenty-six (26) pay periods.

The Union agrees to refund to the City any amount paid to the Union in error on account of this dues deduction provision. The Union may change the fixed, uniform dollar amount which shall be considered the regular monthly Union dues twice during the life of this Agreement. The Union will give the City thirty (30) days' notice of any such change in the amount of uniform Union dues to be deducted.

SECTION 4.2. FAIR SHARE. During the term of this Agreement police officers who are not members of the Labor Committee shall, commencing thirty (30) days following receipt of Peace Officer State Certification of thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Labor Committee as the exclusive representative of the officers covered by this Agreement. Such fair share fee shall be deducted by the City from the

earnings of non-members and remitted to the Union each pay period. The Union shall annually submit to the City a list of the officers covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with applicable law. Fair share dues shall be forty-two dollars and 80 cents (\$42.80) per month. This shall be divided evenly by the officer's twenty-six (26) pay periods.

SECTION 4.3. INDEMNIFICATION. The Union 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.

ARTICLE V

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 suspended or discharged 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 VI
SUBCONTRACTING

SECTION 6.1. GENERAL POLICY. It is the general policy of the City to continue to utilize its officers 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 6.2. 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 Labor committee (not less than twenty-one (21) days prior to any subcontracting of work) and offer the Labor Committee, 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 VII¹
GRIEVANCE PROCEDURE

SECTION 7.1. 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 Labor committee against the City involving the meaning, interpretation or application of the express provisions of this Agreement, except that matters concerning the discipline of an officer 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:

¹ All grievances, with the exception of the Holiday Pay Grievance pending and fully-briefed before Arbitrator Bierig, are withdrawn as of the date this Agreement is executed by the City.

STEP 1: Any employee or the Labor committee 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 Labor Committee, if a Labor Committee 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 Labor Committee after the oral answer.

STEP 2: If the grievance is not settled in Step 1 and the employee or the Labor Committee 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 Labor Committee. If the grievance is initiated by a probationary employee, the grievance must be signed by a Labor Committee Officer 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 Labor Committee. If no settlement is reached, the shift commander or other person designated for this purpose shall provide the employee or the Labor Committee 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 Labor Committee if a Labor Committee 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 Labor Committee Officer. If the aggrieved employee fails to secure the written signature of a Labor Committee Officer 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 Labor Committee representative, or with the Labor Committee if a Labor Committee 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 Labor Committee within five (5) calendar days following their meeting.

STEP 4: If the grievance is not settled in Step 3 and the employee or the Labor Committee 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 Labor Committee representative, or the Labor Committee if a Labor Committee grievance. The Mayor and/or his designee shall discuss the grievance within five (5) calendar days with the employee and the Labor Committee representative, or with the Labor Committee if a Labor Committee 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 Labor Committee within ten (10) calendar days following their meeting.

SECTION 7.2. 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 Labor Committee if a Labor Committee 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 Labor Committee if a Labor Committee 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 Labor Committee may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step.

SECTION 7.3. TIME OFF. The grievant and one Labor Committee representative, or a Labor Committee representative if a Labor Committee 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 7.4. RESPONSE AT EACH STEP. It is understood that both the City and the employee, or the Labor Committee if a Labor Committee 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 7.5: 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 Labor Committee 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 Labor Committee 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 Labor Committee and City representatives.
- (4) The City or the Labor Committee shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Labor Committee 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 Labor Committee; 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 by both parties 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 Labor Committee.

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

ARTICLE VIII

RESIDENCY

SECTION 8.1. RESIDENCY. There shall be no residency requirement for Waukegan Police Officers covered by this Agreement, except for employees 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 IX

NO STRIKE AND NO LOCKOUT

SECTION 9.1. NO STRIKE. During the life of this Agreement, neither the Labor Committee nor any officers, 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 9.2. PENALTY. Any employee engaged in activity prohibited by Section 9.1., or who instigates or gives leadership to such activity, shall be subject to disciplinary action in accordance with Section 3 of Ordinance 78-O-109 as adopted on July 5, 1978.

SECTION 9.3. NO LOCKOUT. During the term of this Agreement, the City will not instigate a lockout over a dispute with the Labor Committee as long as there is no breach of Section 9.1. sanctioned by the Labor Committee.

SECTION 9.4. LABOR COMMITTEE OFFICIAL RESPONSIBILITY. Each employee who holds the position of officer or representative of the Labor Committee 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 9.1. of this Article, the Labor Committee 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 X
VACATION AND HOLIDAYS

SECTION 10.1. AMOUNT OF VACATION AND HOLIDAYS EARNED. Officers of the Department shall receive vacations and holidays as stated below:

- After 1 year & 1 day: 10 work days for officers working an eight (8) hour shift schedule;
80 hours of vacation for officers working a 12 hour shift schedule;
Plus 96 hours to cover holidays in even-numbered years and 88 hours plus 8 hours floating holiday in odd-numbered years, with the floating holiday taken upon fourteen (14) days' notice if Department scheduling will not be adversely affected.

- After 7 years & 1 day: 15 work days for officers working an eight (8) hour shift schedule;
120 hours vacation for officers working a 12 hour shift schedule;
Plus same holidays as above.

- After 11 year & 1 day: 17 work days for officers working an eight (8) hour shift schedule;
136 hours vacation for officers working a 12 hour shift schedule;
Plus same holidays as above.

After 15 yrs & 1 day: 20 work days for officers working an eight (8) hour shift schedule;
160 hours vacation for officers working a 12 hour shift schedule;
Plus same holidays as above.

SECTION 10.2. VACATION/HOLIDAY. Officers shall select the initial period(s) of their annual vacation/holidays on the basis of seniority and such selection shall be made within a reasonable period of time after the vacation/holiday list is initially posted. Officers shall not take more than two (2) calendar weeks' vacation/holidays or 80 hours if assigned to the Patrol Division and working the 12 hour schedule upon their initial pick when the vacation/holiday list is posted. Once all employees' on that shift have selected their initial two (2) weeks or 80 hours, all remaining vacation/holidays shall be selected on the basis of seniority. Once vacation periods are established, seniority shall not be used to bump into another officer's vacation period. However, in the event an officer is transferred to a different unit or the officer's days off are permanently changed, the City will make a reasonable effort to accommodate the vacation period initially chosen by the officer.

Absent a City Declared State of Emergency, vacation or holiday time will not be changed except upon request of the officer; if scheduling allows for the change, the request will be brought to the attention of the shift Commander or his/her designee, and such request will not be denied for arbitrary or capricious reasons.

Vacations may be cut short and the remainder of time can be banked by the employee, but must be used by the end of the fiscal year.

SECTION 10.3. ONE PERSONAL LEAVE DAY. Each police officer shall be entitled to one personal leave day annually to be taken with a minimum of forty-eight (48) hours' notice to his/her supervisor. Personal leave days may not be taken as part of a vacation or holiday break. No more than two (2) officers on a patrol division shift will be granted a Personal Day on any one given day. Disputes concerning priority for receipt of personal leave days shall be resolved on a first-requested, first-received basis, except that if two requests for the same day are received simultaneously, then seniority shall be the deciding factor. Personal leave days shall be taken during the year allowed and shall not accumulate. For purposes of this Agreement a "personal day" shall mean a full working shift regardless of assignment.

SECTION 10.4. HOLIDAY SELECTION/BUYBACK. Any officer covered by this agreement will select their holidays in five (5) day or forty (40) hour increments depending on assignment. Officers may bank their twelve (12) holidays or ninety-six (96) hours of holiday time. Officers may pick their two (2) extra vacation/holiday days or sixteen hours (16) for 8-hour shift officers or twenty-four (24) hours for 12-hour shift officers during their vacation picks or bank them as well. Should an officer assigned to the 12-hour schedule elect to bank their extra vacation/holidays they can only bank sixteen (16) hours for buyback purposes. Officers may schedule their banked days or time as individual days but must give seventy-two (72) hour notice and are subject to denial if the request brings the assigned shift below minimum staffing levels as covered under Section 12.3.

Officers have the option of having the City "buyback" up to eighty (80) hours of unused holiday time. Officers will have the first opportunity to sell back holiday time on November 1st. Officers last opportunity to sell back unused holiday time will be January 15th. Any time not scheduled by January 15th will automatically be bought back by the City up to eighty (80) hours.

Absent a City Declared State of Emergency, holiday time or days once scheduled will not be changed except upon request of the officer; if scheduling allows for the change, the request will be brought to the attention of the shift Commander or his/her designee, and such request will not be denied for arbitrary or capricious reasons.

Officers may cut their Holidays short and bank the remainder of time, but such banked time must be used by the end of the fiscal year.

SECTION 10.5. HOLIDAY SELECTION: ELECTED LABOR COMMITTEE OFFICERS. Elected Union/Labor Committee Officers (composing the Executive Board) shall be entitled to select holiday time off in any increment. Such time off should be selected at the beginning of the fiscal year. The City agrees to allow elected Union/Labor Committee officers to reselect desired holiday time off during the year with forty-eight (48) hours prior notice, provided such reselection does not adversely impact the operations of the Department. Nothing in this Section limits the amount of holiday time off provided in Section 10.1., nor prohibits the elected Union/Labor Committee Officer from scheduling holiday time off in five day increments as required of other members of the Union/Labor Committee. Labor Committee Officers are identified as the Labor Committee President, the Labor Committee First and Second Vice-

Presidents, the Labor Committee Treasurer, the Labor Committee Secretary, and the Labor Committee Sergeant-At-Arms.

ARTICLE XI
LABOR-MANAGEMENT AND SAFETY MEETINGS

Representatives of the Labor Committee, not to exceed six (6) in number, and 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 of safety and health or issues pertaining to court attendance during off duty hours by police officers. The party requesting the meeting shall prepare and submit an agenda to the other party three (3) days prior to the scheduled meeting.

ARTICLE XII
HOURS OF WORK AND OVERTIME

SECTION 12.1. 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 12.2. NORMAL WORKWEEK, WORKDAY AND WORK CYCLE. Except as provided elsewhere in this Agreement, the normal workweek and work cycle (Sunday through Saturday) for employees working eight (8) hour shifts shall consist of forty (40) hours per Departmental calendar week. The normal workweek for such personnel shall consist of five (5) eight (8) hour workdays in a Departmental calendar 7 day week with no specific provisions for breaks. The normal work cycle for officers assigned to patrol will consist of five (5) twelve (12) hour work shifts and two (2) ten (10) hour work shifts every two weeks.

Each officer will be assigned to take a paid thirty (30) minute lunch break for officers on an eight (8) hour shift, or forty-five (45) minute lunch break if assigned to the Patrol Division and working the 12-hour schedule each day where such break will not interrupt the officer's normal or emergency work duties. If such lunch period is actually interrupted, and the period cannot be reassigned, the Officer will be compensated for such interrupted lunch period with compensatory time.

SECTION 12.3. PATROL DIVISION WORK SCHEDULE. Patrol shall work hours based on a twelve (12) hour shift schedule. Each shift will consist of two day off groups, Group 1 and Group 2, which will each be divided into subgroups D1 and D2, and N1 and N2. These subgroups will be chosen by seniority, subject to Section 15.6 of this Agreement. Officers will be allowed to pick their subgroup shifts every year in April but are not allowed to change subgroups unless changing shifts. Officers assigned to patrol will be scheduled two ten (10) hour work shifts every two weeks. Each ten (10) hour work shift will be scheduled in place of a twelve (12) hour work shift. The ten (10) hour shift will be scheduled on the same day of the cycle for individual officers and will be chosen by seniority. Shift hours will be from 0600-1800 for shift D and 1800-0600 for shift N. Three (3) officers from the day shift may be scheduled to report one (1) hour early and end one (1) hour early. The afternoon shift may have four (4) officers report one (1) hour early and end one (1) hour early; such early car assignments will be reviewed by the PBLC, unit #42 and the City quarterly as to its efficiency and effectiveness. Early car assignments will be chosen yearly by seniority, subject to Section 15.6 of this Agreement.

Group D1 and N1 officers will work Monday and Tuesday and be off on Wednesday and Thursday. Group D1 and N1 officers will then work Friday, Saturday and Sunday and be off on Monday and Tuesday. Group D1 and N1 officers will then work Wednesday and Thursday and off on Friday, Saturday and Sunday before beginning the cycle again. Group D2 and N2 will work on days that Group D1 and N1 are off and vice versa.

Beginning May 1, 2010, officers can request to trade shifts within a pay period of equal time, and such request will not be denied by the shift Commander or designee for arbitrary or capricious reasons. Time trades must be requested with seventy-two (72) hour notice.

Minimum staffing levels or "shift minimum" shall be a minimum of ten (10) officers "on the road" plus one (1) officer on the desk for the day shift and fourteen (14) officers "on the road" plus one (1) officer on the desk for the night shift. Shifts will not go below minimum staffing levels except for funeral leave, sick leave, compensatory time or personal days. Upon implementation of the Power Shift, the above exceptions for funeral leave, sick leave, compensatory time or personal days shall be deleted. In the event, shift minimums is not reached, the City will be required to staff according to that minimum. Shift minimum will

reviewed at weekly meetings labor-management meetings, any changes may be instituted upon mutual agreement between the Chief of Police and the Union.

The City and the PBLC, unit #42 agree to a Committee of three (3) PLBC members and three (3) City members appointed by the Police Chief that will meet every six (6) months for "status reviews" as to the effectiveness and efficiency of the twelve (12) hour patrol schedule.

The 12 hour schedule shall begin May 1, 2010; the 5-2, 5-3 schedule will remain in place along with the side letter detailing the minimum staffing levels as expressed in the previous Agreement (2006-2009) between the Union and the City.

SECTION 12.4 SPECIAL DIVISION WORK SCHEDULE. All Special Divisions will have set schedules. The shifts and or working hours will be picked by the officer's seniority in the Special Division.

The Detective Bureau will consist of two shifts. The first shift will be working Monday through Friday from 0800 hours to 1600 hours. The second shift will have two schedules, the first being 1545 hrs to 2345 hrs working Sunday through Thursday and the second being 1545 hrs to 2345 hrs working Tuesday through Saturday.

The Traffic Division will have one shift. The work shift will be Monday through Friday with two time schedules. The first schedule will be 0800 hrs to 1600 hrs and the second will be 0900 hrs to 1700 hrs. The DUI Unit will have two schedules. The first schedule will work Saturday through Wednesday; hours of 2100 to 0500 hours and the second schedule will be from Tuesday through Saturday, hours of 2100 to 0500 hrs.

Supervisors and or Officers can change their days and or hours of work to accomplish their work goals in this division, as long as both the supervisor and officer agree to the hours and day change.

SECTION 12.5 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 12.6. OVERTIME PAY. When any police officer is held over more ten (10) or more minutes beyond his regularly scheduled workday or duty shift as a result of events or activities which occur during his shift, he/she shall be paid either by use of compensatory time or overtime pay at a rate of one and one-half (1 1/2) hours for each overtime hour worked. The decision to grant overtime pay or compensatory time will be made by the officer and will be governed by Section 12.7 of this Agreement, except as provided for under Article XIV (Training).

SECTION 12.7. COMPENSATORY TIME. Officers 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 officer will be paid the hourly rate for each hour accumulated over fifty-one (51) hours. Upon reaching one hundred and two (102) hours of accumulated compensatory time, officers will be paid for all overtime worked and will not have the option of receiving Compensatory time. If after an officer reaches one hundred and two (102) hours and uses compensatory time which drops his bank below the allowed amount of compensatory time he/she may once again accumulate compensatory time up to one hundred and two (102) hours. Compensatory time shall be granted at such times and in such blocks as are mutually agreed upon between the Officer and his/her supervisor. Permission to utilize Compensatory Time shall not be denied by the Supervisor if the City is given seventy-two (72) hour notice. Absent seventy-two (72) hour notice, compensatory time can be denied if hire back is required or unless the Chief of Police and the City have declared an emergency. Only two (2) officers may be off work on compensatory time on recognized City holidays. No officer covered by this agreement shall be allowed to utilize more than one hundred and two (102) hours of compensatory time within one calendar year.

SECTION 12.8. COURT TIME. Employees who would otherwise be off-duty shall be paid at the overtime rate of time and one-half (1 1/2) their regular straight-time hourly rate of pay for all hours worked when appearing in court on behalf of the City in the Capacity of a commissioned officer or when preparing for a court appearance when in the presence of a prosecuting attorney; lunch periods shall not be counted toward hours worked. Employees 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. The night shift and the DUI Unit shall receive a

minimum of three (3) hours for all off-duty time spent in a single day or actual time spend, whichever is greater.

As per the agreement made by the PBLC, unit #42 and the City, all court appearances by officers from November 1, 2009 through April 30, 2010 shall paid overtime rates a minimum of one (1) hour for all off duty appearances. This Section 12.8 shall have retroactive application to November 1, 2009. Beginning May 1, 2010 Section 12.8 shall be enforced as previously expressed in this Agreement.

SECTION 12.9. REGULAR MONTHLY COURT DATE. The City shall strive to set officer's regular monthly court dates on an officer's work day. In the event that the officer's regular monthly court date is on the officer's day off, the officer shall receive a minimum of three (3) hours overtime pay for time spent in a single day or actual time spent whichever is greater.

As per the agreement made by the PBLC, unit #42 and the City, all court appearances by officers from November 1, 2009 through April 30, 2010 shall paid overtime rates a minimum of one (1) hour for all off duty appearances. This section 12.9 shall have retroactive application to November 1, 2009. Beginning May 1, 2010 section 12.9 shall be enforced as previously expressed this Agreement.

SECTION 12.10. CALL-BACK PAY. An employee called back to work for special meetings and or training shall receive a minimum of two (2) hours pay at overtime rates, as provided in Section 12, 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 officers for arbitrary or capricious reasons or for purposes of harassment or discrimination.

Officers assigned to the Detective Bureau, Juvenile Bureau, Traffic Accident Investigations, RRT, SIG & NET 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, as provided in Section 12.

SECTION 12.11. VOLUNTARY OVERTIME SIGN-UP PROCEDURE. Officers covered by this Agreement who wish to be considered for voluntary overtime may sign a "Voluntary Overtime Sign-Up List." Any officer 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 officers who are non-productive. Officers will be counseled about productivity shortcomings and will be provided an opportunity to make the necessary corrections prior to being denied overtime assignments.

SECTION 12.12. REQUIRED OVERTIME. The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. In non-emergency situations, the Chief or his designee as a general rule shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work; though work in progress shall not be interrupted at the City's discretion, and specific officers may be selected for special assignments. If volunteers are not found the city shall assign required overtime based on a seniority list beginning with the least senior officer and moving up the seniority ladder after each time overtime is required by the City.

City required overtime shall take precedence over secondary employment and non-City sponsored events.

SECTION 12.13. FATIGUE MANAGEMENT. Effective May 1, 2010 officers may work a total of 24 hours per week in secondary employment.

The combination of duty hours worked, secondary employment hours worked, and off-duty hire back hours worked within a twenty-four (24) period shall not exceed eighteen (18) hours if the officer is scheduled to work within the department the next day.

Officers are not authorized to work patrol division double shifts, when they are scheduled to work the next day in any capacity within the police department.

All officers are limited to six hours of patrol division hire back under the following circumstances:

1. The officer is scheduled to work in any division in the police department the day following a Patrol Division hire back.
2. The officer worked a full 12 hour Patrol Division shift immediately before the patrol division hire back.

3. The officer worked a full shift in another division within the police department immediately prior to the Patrol Division hire back.

Officers are authorized to work a full twelve (12) hours Patrol Division hire back if they are scheduled to be off duty immediately after the hire back occurs (Holiday, vacation, personal day, comp time) and if their total number of continuous hours worked do not exceed the eighteen (18) hour threshold.

Exceptions as follows:

1. If a Commander of Police, Deputy Chief of Police, or the Chief of Police deems a special circumstance due to operational needs an officer may be allowed to work in excess of eighteen (18) hours in a twenty-four (24) hour period.
2. Officers may be required to work in excess of eighteen (18) hours in a twenty-four (24) hour period if the Chief of Police or his designee deems a law enforcement emergency exists or for a special event.

Both the City and the WPBLC, unit #42 agree that this section is necessary due to the implementation of a 12 hour work schedule for the Patrol Division and the potential for officer fatigue as it relates to the schedule.

SECTION 12.14. POWER SHIFT SCHEDULE. A power shift shall be implemented per agreement between the Chief of Police or designee and Union, with a review at each 6 month interval to monitor effectiveness and administer changes to improve efficiency.

ARTICLE XIII

EMPLOYEE DISCIPLINE

SECTION 13.1. 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 an officer of the Police Department. Nothing in this Article shall be construed to limit management's rights properly to conduct such investigations.

SECTION 13.2. CONDUCT OF DISCIPLINARY INVESTIGATIONS. Whenever a law enforcement officer, including a probationary officer, 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 officer 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 13.3. 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 an officer 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 an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge, or suspension in excess of three (3) days.

(3) "Interrogation" means the questioning of an officer 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 officer's suspension, 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 officer's record but which may not result in 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, removal, or discharge of an officer.

SECTION 13.4. PLACE OF INTERROGATION. The interrogation shall take place at the Waukegan Police Department unless extraordinary circumstances warrant otherwise.

SECTION 13.5. DISCLOSURE OF INFORMATION TO SUBJECT OF INTERROGATION REGARDING NATURE OF INVESTIGATION AND COMPLAINANTS. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complainants. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation.

SECTION 13.6. 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 officer is on duty.

SECTION 13.7. DISCLOSURE TO SUBJECT OF INTERROGATION OF OFFICER IN CHARGE, INTERROGATORS AND OTHERS PRESENT. The officer 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 13.8. DURATION OF INTERROGATION SESSIONS. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

SECTION 13.9. ABUSIVE AND OFFENSIVE LANGUAGE PROHIBITED AT INTERROGATION. Neither the officer 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 officers in the conduct of an investigation.

SECTION 13.10. 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 officer under investigation without charge and without undue delay. Such record may be electronically recorded.

SECTION 13.11. ADVICE OF RIGHTS. No officer 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, 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 13.12. PRESENCE OF COUNSEL OR REPRESENTATIVE OF COLLECTIVE BARGAINING UNIT. The officer under investigation shall have the right to be represented by counsel (attorney and/or Labor Committee representative) of his or her choosing and may request counsel at any time before or during interrogation, unless this requirement is waived by the officer being interrogated. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel. A representative of the Labor Committee may be present during the interrogation of an officer, unless this requirement is waived by the officer being investigated.

SECTION 13.13. 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 officer.

SECTION 13.14. POLYGRAPH OR CHEMICAL TESTS. In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer'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 13.15. CONSTITUTIONAL AND LEGAL RIGHTS. The rights of officers in disciplinary procedures set forth under this Article shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and the State of Illinois.

SECTION 13.16. APPLICATION OF ARTICLE. This Article does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any other federal, State, or local criminal law.

SECTION 13.17. RETALIATORY ACTIONS PROHIBITED. No officer 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 13.18. 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 13.19. PRESENCE OF LABOR COMMITTEE REPRESENTATIVE AT OTHER TIMES. At any meeting, pertaining to the job performance or conduct of an officer relating to his employment which the officer reasonably believes may result in discipline, suspension, or discharge at which one or more supervisors or command officers are present, the officer shall be entitled to the presence of a Labor Committee 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 officer.

SECTION 13.20. EMPLOYEE PHOTOS. No photo of an officer taken in connection with the officer's employment shall be made available to the media unless authorized by the officer.

SECTION 13.21. USE OF MOBILE AUDIO-VISUAL SYSTEMS. The Waukegan Police Benevolent Labor Committee, unit #42 agrees to allow the City to implement CALEA Policies and Procedures and to discuss (negotiate if needed) policies that affect working conditions. The Labor Committee also agrees to allow the City to implement Automated Vehicle Locators and Mobile Audio-Visual Systems in the City's fleet of vehicles to regulate safe use of City vehicles. Anything the City views on the Mobile Audio-Visual System will not be used for administrative discipline unless a complaint has been filed prior to review of the tape. The City may use what it finds if **ALERTED** by the MAV of possible unsafe use of City equipment. Automated Vehicle Locators will be used for safety purposes and will not be used for discipline in an arbitrary or capricious manner. The City agrees to meet on a regular basis with the Labor

Committee of the Union in regards to all three of the above mentioned items and to adjust policies, procedures and practices when it is in the best interest of its' Officers, the Department and the City.

ARTICLE XIV

TRAINING

SECTION 14.1. 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. Officers assigned to patrol who are assigned to attend required training resulting in a work day/travel time of less than their assigned work shift will be required to return to the City, report to the Shift Commander in order to finish the remainder of a work shift contiguous to their training day. Officers assigned to attend required training sessions which result in a workday longer than their assigned work shift shall receive one and one-half (1 ½) hours compensatory time off or overtime pay at time and one half for every ten minutes over their assigned work shift because of such required training and related travel time.

SECTION 14.2. ACCESS. The Chief of Police shall generally encourage equal access to training opportunities to the extent that operational requirements of the Department permit. The Labor Committee shall be given an opportunity, upon request, to offer suggestions to the Chief on ways to improve access to training opportunities.

SECTION 14.3. POSTING. Upon receipt of a notice of an acceptable school training program, it will be posted in the Police Department, giving the officers on 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 14.4. 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. Prevailing city policy

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 14.5. 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 employees for tuition and required text expense, provided the employee first receives the expressed written approval of the Chief of Police and the Mayor, or his designee. To further qualify 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 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 employee leaves the City's employ before completing thirty-six (36) months of continuous service with the City beyond completion of the course, any monies reimbursed the employee shall be refunded to the City. The City may deduct from the employee's final pay check any monies not properly reimbursed as provided in this section of the Agreement.

ARTICLE XV

SENIORITY, LAYOFF AND RECALL

SECTION 15.1. SENIORITY DEFINED. Seniority in the Police Department is defined as an officer's length of continuous service within the Department from the employee's last date

of hire, less any adjustments due to layoff, approved leaves of absence without pay, or other breaks in service.

SECTION 15.2. APPLICABILITY OF SENIORITY. Seniority shall be used to determine the relative rights of employees within the bargaining unit as expressly set forth in this Agreement.

SECTION 15.3. SENIORITY LIST. The City shall prepare a list setting forth the present seniority dates for all post-probationary officers covered by this Agreement within thirty (30) days of the signing of this Agreement. Such list shall finally resolve all questions of seniority affecting officers 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 15.4. TERMINATION OF SENIORITY. The employment relationship and seniority shall be terminated for all purposes when an officer:

- (a) quits or retires;
- (b) is discharged for cause (except a probationary officer need not be 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 or, after layoff, fails to notify the City within three (3) working days of an intention to return to work (within the next seven (7) calendar days) following telephone notification or the

mailing of a certified letter of recall from layoff (mailed to the employee's last address as shown on the City's records);

- (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 15.5. PROMOTION. Promotions shall be governed by applicable Civil Service Regulations to the extent such regulations continue to apply to the Department.

SECTION 15.6. SHIFT ASSIGNMENTS. Shift assignments will be chosen by officers in seniority order, once each year, in the month of April for one full year period (May through April). Such assignments will be allowed to the extent that departmental operations will not be adversely affected. This provision does not apply to probationary officers.

SECTION 15.7. 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 seniority order as provided in Illinois Statute, 65 ILCS 5/10-2 1/18.

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

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 Labor Committee, 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.

The City agrees that due to concessions agreed to with the PBLC, unit #42, no layoffs may be executed with an effective date before April 30, 2011.

ARTICLE XVI
LABOR COMMITTEE BULLETIN BOARD

The City will make available appropriate space or spaces and the Labor Committee will provide a suitable bulletin board or boards for the posting of official Labor Committee 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 Labor Committee.

ARTICLE XVII
PERSONNEL FILES

SECTION 17.1. INSPECTION. Upon appropriate request, an officer may inspect his personnel file during **working hours** at a time and in a manner mutually acceptable to the officer and the City, where it will not adversely affect the officer's performance of his duties, subject to the following:

1. Upon request, an officer who has a written grievance on file who is inspecting his personnel file with respect to said grievance may have a Labor Committee official present during such inspection so long as the Labor Committee official, if an employee, is on non-paid status during the inspection.
2. Copies of materials in an officer's personnel file shall be provided the officer, upon request, if such materials are to be used in the processing of a grievance at the second step or beyond. The officer shall bear the cost of duplication.

3. An officer 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 officer'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 17.2. COMPLIMENTARY OR DEROGATORY. Complimentary or derogatory comments received by the City concerning an officer's performance of duties will be placed in the officer's personnel file.

SECTION 17.3. DESTRUCTION OF FILES. Disciplinary Investigation Files will be destroyed by the City three (3) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the three (3) year period. In such instances, the Complaint case files normally will be destroyed two (2) years after the date of the final court adjudication, unless a violation is found or a pattern of alleged infractions exists.

ARTICLE XVIII

LEAVES

SECTION 18.1. DEATH IN FAMILY. The City agrees to provide to officers 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 officer'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 officers 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 officer's grandparent or grandchild. If an officer has 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, officers shall be provided up to three (3) days leave to attend the funeral of a brother-in-law and/or sister-in-law. Officers 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 officer's available compensatory or vacation time.

SECTION 18.2. LEAVE OF ABSENCE. Employees covered by the terms of this Agreement may, at the City's discretion, be granted a Leave of Absence without pay not to exceed a period of one (1) year, after authorization from the Chief of Police and approval of the Civil Service Commission upon written request.

SECTION 18.3. LEAVE FOR ILLNESS, INJURY OR PREGNANCY. In the event an employee is unable to work by reason of illness or non-job related injury or pregnancy, the City may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work.

A leave of absence for illness, non-job related injury, or pregnancy will under no circumstances be granted until an employee's entire accrued sick leave is exhausted. To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the City a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee may be required to furnish a current report from the attending doctor at the end of every forty-five (45) day interval.

Before returning from a leave of absence for injury, illness or pregnancy, or during such leave, the employee, at the discretion of the City, may be required to have a physical examination by a doctor designated by the City to determine the employee's capacity to perform assigned work.

SECTION 18.4.
LEAVE.

INJURY ON THE JOB ("IOD") OR OCCUPATIONAL DISEASE

- (a) In the event an officer is injured in the performance of his duties or incurs a sickness clearly attributed to and unique to his occupation, such officer 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 officer, if any. Any time off granted by this section shall be computed on an hourly basis. Any variance or special consideration to this section shall be subject to review by the City. The officer shall notify his supervisor and the Personnel Department before the expiration of the one hundred-eighty (180) consecutive day leave of absence if he is physically unable to return to work at the conclusion of the leave.
- (b) The above-stated leave is subject to the following conditions:
- (1) The officer must pass a physical examination by the City physician before he will be permitted to return to work.
 - (2) The officer may not take his vacation immediately following this leave unless the period of time consumed by the vacation and this leave equals 180 consecutive days or less.
 - (3) The officer will be terminated immediately if he accepts employment elsewhere or becomes self-employed.
 - (4) If the officer fails to notify his supervisor before the end of this leave that he wants an extension, he will be terminated at the conclusion of his leave.
 - (5) Any special consideration for an extension of an on-the-job injury paid leave of absence in excess of 180 consecutive days must be reviewed and approved by the City Council.
- (c) Officers who are granted a leave of absence for IOD purposes under subsection (a) above, shall cease to accumulate sick leave after completion of a 180-day leave of absence period, until they return to work. The officer shall not begin to reaccumulate sick leave until he returns to work.
- (d) Sick leave pay for IOD purposes shall be computed at the straight-time rate the officer would have been paid had the officer been working for that period of time.

ARTICLE XIX

SICK LEAVE

SECTION 19.1. AMOUNT OF LEAVE. Members of the Police Department shall be entitled to sick leave with pay at the rate of one (1) working day for each month of service up to seven hundred twenty (720) hours. Patrol Division employees working a twelve (12) hour schedule shall accrue eight (8) hours of sick leave credit per month of continuous service and shall be charged according to the time used on the shift.

SECTION 19.2. 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) 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 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.
- (g) progressive discipline shall take effect after the fifth (5th) occurrence within a twelve (12) month period.

SECTION 19.3. 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, an officer 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 officer's election, who shall state whether or not such officer 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 19.4. ACCUMULATION: OFFICERS HIRED ON OR BEFORE MARCH 31, 1995. 1) Officers 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) Officers 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. At the time an officer's service is terminated, the officer shall be paid one-half (1/2) pay for every unused day accumulated to his credit.

SECTION 19.5. ACCUMULATION: OFFICERS HIRED ON OR AFTER APRIL 1, 1995. 1) Officers 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) Officers 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. At the time an officer retires, the officer shall be paid one-half (1/2) pay for every unused day accumulated to his credit, provided the officer has attained twenty (20) years of creditable service with the City of Waukegan's Police Department.

Any officer, 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. Officers who retire on non-duty medical pension or duty related disability shall receive benefits as provided in Section 19.4.

ARTICLE XX

INOCULATIONS AND FUNERAL EXPENSES

SECTION 20.1. INOCULATIONS. The City agrees to pay all expenses for inoculation or immunization shots for an officer and members of the officer's family when such becomes necessary as a result of said officer's exposure to contagious disease in the line of duty.

SECTION 20.2. FUNERAL EXPENSES. The City agrees to pay all reasonable funeral and burial expenses of any officer of the Police Department killed in the line of duty.

ARTICLE XXI
REPRESENTATIVES' RIGHTS

SECTION 21.1. ATTENDANCE AT UNION/LABOR COMMITTEE MEETINGS.

Subject to the Departments' need for orderly scheduling and need to respond to emergencies, the City agrees that up to two (2) elected officials of the Board of Directors of the Union/Labor Committee shall be permitted time off with pay to attend up to a total of twelve (12) general, board and/or special meetings of the Union/Labor Committee. Labor Committee Executive Board members shall be able to use up to eight (8) additional Compensatory days to attend training.

SECTION 21.2. EXAMINATION OF RECORDS. The Labor Committee 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 XXII
INSURANCE

SECTION 22.1. COMPREHENSIVE MAJOR MEDICAL PLAN.

- (a) Employees as of the Ratification Date of this Agreement. Health insurance coverage shall be provided in accordance with the City's Health Plan mutually agreed to by the parties, and shall include both a city major medical indemnity plan with a PPO and an HMO option.
- (b) The City of Waukegan will offer an alternate health insurance plan with higher deductibles and other cost saving options effective with the June 1, 2007 renewal. The cost split between the City and the Officer is 80% City, 20% Officer.

SECTION 22.2. 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.

For PPO Provider Services. The Plan will pay 80% of the first \$3,000 in eligible charges after the deductible is met, then 100% thereafter in eligible charges per calendar year.

For Non-PPO Provider Services. The Plan will pay 70% of the first \$3,000 in eligible charges after the deductible is met, then 100% thereafter in eligible charges per calendar year.

Out of PPO Serviced Area. For medical emergencies at a provider located at least 50 miles out of the network serviced area, the Plan will pay 80% of the first \$3,000 in eligible charges after the deductible is met, then 100% thereafter in eligible charges per calendar year.

SECTION 22.3. PRESCRIPTION BENEFITS. Employees shall pay \$10.00 per generic prescription and \$15.00 per brand name prescription at Walgreens.

SECTION 22.4. PREMIUM ALLOCATION. Effective with the ratification of this Agreement, the City shall pay eighty percent (80%) of required health insurance premiums. Employees shall pay twenty percent (20%) of required health insurance premiums. In addition, the City thereafter shall pay eighty percent (80%) of any premium increase, while employees shall pay twenty percent (20%) of any such increase.

SECTION 22.5. 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 choice as to which opinion to follow.

SECTION 22.6. 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 22.7. 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 there under 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 Section 22.1. of this Agreement.

SECTION 22.8. LIFE INSURANCE. The City shall provide term life insurance coverage for each employee covered by this Agreement equal to 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 22.9. POLICY CHANGE. Any time that the City's insurance program is going to make any significant procedural change(s), the city shall notify the Labor Committee, in writing, two weeks prior to notifying the employees of the change(s) in policy.

ARTICLE XXIII

UNIFORM ALLOWANCE

SECTION 23.1. GENERAL REQUIREMENTS. Officers who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall be issued such clothing and equipment as is necessary and shall be required to clean and maintain such items properly. Equipment shall be issued by a reputable clothier to be selected by the City.

SECTION 23.2. AMOUNT OF ALLOWANCE. Regular, full-time, police officers of the Police Department covered by this Agreement shall be provided with a uniform allowance credit at the time of permanent, full-time employment. Following execution of this Agreement by all parties, (and after one year and one day of employment for new hires), each officer shall be provided with an annual uniform allowance credit of \$1,100 payable in two equal installments, on or before June 20 and December 20, based on the individual officer's anniversary date of

permanent, full-time employment. Such allowance shall be paid, and appropriate taxes withheld, at such times and in such manner separate from the employee's normally scheduled payroll check. There will be no retroactive payment of this allowance.

As per the agreement between the PBLC, unit #42 and the City, officers will defer their December 2009 clothing allowance due December 20, 2009 until the next fiscal year where it will be paid in two equal installment payments along with the 2010 clothing allowance payments.

SECTION 23.3. EVIDENCE TECHNICIANS, K-9 OFFICERS AND EQUESTRIAN UNIT OFFICERS AND SWAT UNIT OFFICERS. Evidence technicians, K-9 officers, Equestrian officers and SWAT unit officers 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 officers, equestrian officers and SWAT unit officers payable semiannually at the time of the regularly scheduled uniform allowance credit. The officer shall only receive one \$30.00 per month allowance even if the officer is involved in one of the units, two or the units or all the units.

SECTION 23.4. NEW OFFICERS.

All newly hired police officers shall receive an additional, one-time allowance of \$100 payable upon commencement of the Field Training Program administered by the Department.

ARTICLE XXIV
DRUG AND/OR ALCOHOL TESTING

The Labor Committee 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 24.1. PHYSICAL EXAMINATION REQUIREMENT. The Chief of Police may order all officers 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 officer 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 Labor Committee.

SECTION 24.2. LABOR COMMITTEE REPRESENTATION. When an officer is requested to submit to a drug test he shall have the right to have a Labor Committee 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 officer waives his right to a Labor Committee representative, such waiver shall be in writing.

SECTION 24.3. SECOND TEST. The officer 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 officer being tested shall be given a copy of his test(s) results when such test(s) results become available.

SECTION 24.4. HANDLING OF SAMPLES. The body fluid samples shall be properly marked, sealed and shall be signed by the officer being tested, a Labor Committee 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 Labor Committee Representative and a Representative of the City.

SECTION 24.5. SECOND TEST AND DISCIPLINE. If an officer 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 officer and/or may direct the officer to seek assistance through an Employee Assistance Program.

SECTION 24.6. 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 officer's discretion, only if assigned to non-enforcement duties in the station.

SECTION 24.7. 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 Labor Committee Officer. The Chief will be permitted to have four random drawings per year with a maximum of ten (10) persons per drawing.

SECTION 24.8. RANDOM SELECTION. Officers will be selected for random testing in the following manner; all officers will be assigned a permanent number and all numbers will be painted on ping pong type balls, provided by the FOP at their expense, and placed into a cylinder style mixer, provided by the FOP at their expense, and 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 Labor Committee selected by the executive board of the Labor Committee. After an officer is selected, the testing will proceed as described in Article 24 of the contract.

SECTION 24.9. TESTING FOR SPECIALIZED UNITS. All members of the Bargaining Unit voluntarily assigned to the Department's Narcotics Unit or to the Metropolitan Enforcement Group (MEG) or to Special Operations Unit (SOU) 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 24.10. 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 Sergeant.

SECTION 24.11. CONFIDENTIALITY. All drug testing and employee assistance shall be held in the highest confidence by the City and the Labor Committee officials involved.

SECTION 24.12. PAYMENT FOR TESTING. All drug testing shall be at the City's expense and shall be conducted while the officer is on duty or is being paid.

SECTION 24.13. CONSTITUTIONAL RIGHTS. Nothing in this Article shall be construed to limit an officer's constitutional rights.

ARTICLE XXV

FITNESS

SECTION 25.1. 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 25.2. 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 officers age and gender.

SECTION 25.3. 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 local Governmental Law Enforcement Officers Training Board, dated January 1, 1990.

SECTION 25.4. 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) day's 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 an officer'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 officer's who fail to obtain the minimum standards.

SECTION 25.5. 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 25.6. 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 25.7. COMPENSATION FOR TEST PROCEDURE. Whenever possible, the test will be given during an officer's on duty time. If an officer 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) hours 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) their regular straight time hourly rate of pay.

SECTION 25.8. WORKOUT FACILITY. The city shall keep and maintain a basic workout facility which shall be available to officers at all times. In the event the city fails to keep and maintain a basic workout facility available to the officers, this article shall become null and void until such time as the city reinstitutes a basic workout facility.

SECTION 25.9. NO DISCIPLINE. The city and the Labor Committee are committed to physical fitness as but one means of encouraging healthy, productive, and physically competent

law enforcement professionals. The City and Labor Committee encourage all law enforcement officers to become physically fit and to maintain their fitness during their length of service. Although the City expects all law enforcement officers to apply their best efforts to maintain sound physical fitness, no discipline shall be administered against any officer who fails to successfully pass the annual physical fitness test.

ARTICLE XXVI

WAGES

SECTION 26.1. WAGE SCALE. A newly hired Patrolman shall be paid at the beginning rate (Step 1) of the Patrolman's salary range. He/she will be eligible to advance to step two of the Patrolman's salary range after 12 months of continuous and satisfactory employment and will be eligible to advance to further steps in said salary range in accordance with the agreed upon step plan.

The salary schedule shall show an annual increase on May 1 of each year of the Agreement as follows:

May 1, 2012	1.50%
May 1, 2013	2.00%
May 1, 2014	2.00%
May 1, 2015	2.00%
May 1, 2016	2.00%
May 1, 2017	2.00%

Longevity---When an officer completes twenty (20) years of service, they shall receive longevity pay of \$800, paid on the officer's anniversary date. This \$800 longevity shall be paid each year, until the officer retires. The \$800 longevity is in addition to the top step of the salary schedule. IT IS NOT CUMULATIVE. The wages of any officer with 20-30 years of service will be \$800 more than any officer at the top of the schedule with less than 20 years of service. This longevity increase shall be considered for pension purposes. Officer shall pay 9.91% pension contribution each year they receive this longevity pay.

SECTION 26.2. LATERAL TRANSFERS. Police recruits with proven experience as law enforcement professionals with other Illinois communities may be granted lateral transfer credits less than or equal to five years of service but no greater than the officer's actual

experience in years, for wage placement only. Eligible officers must have completed the State of Illinois Law Enforcement's Certification Course. Placement on the pay scale shall be at the discretion of the Mayor and Chief of Police, and would be based upon years of experience, type of experience, education, bilingual competence, and technical expertise. Seniority, pension standing and/or other non-wage benefits are not impacted by lateral transfer credits so granted.

SECTION 26.3. SALARY EFFECTIVE MAY 1, 2012.

Step	Step Description	Annual	Monthly	Biweekly	Hourly
I	Start	\$56,797.55	\$4,733.13	\$2,184.52	\$27.31
II	1 year 1 day	\$66,023.50	\$5,501.96	\$2,539.37	\$31.74
III	2 years 1 day to 3 years	\$68,000.86	\$5,666.74	\$2,615.42	\$32.69
IV	3 years 1 day to 4 years	\$70,313.17	\$5,859.43	\$2,704.35	\$33.80
V	4 years 1 day to 6 years	\$77,904.67	\$6,492.06	\$2,996.33	\$37.45
VI	6 years 1 day to 7 years	\$83,339.86	\$6,944.99	\$3,205.38	\$40.07
VII	Over 7 years	\$86,937.63	\$7,244.80	\$3,343.76	\$41.80

SECTION 26.4. SALARY EFFECTIVE MAY 1, 2013.

Step	Step Description	Annual	Monthly	Biweekly	Hourly
I	Start	\$57,933.50	\$4,827.79	\$2,228.21	\$27.85
II	1 year 1 day	\$67,343.97	\$5,612.00	\$2,590.15	\$32.38
III	2 years 1 day to 3 years	\$69,360.88	\$5,780.07	\$2,667.73	\$33.35
IV	3 years 1 day to 4 years	\$71,719.44	\$5,976.62	\$2,758.44	\$34.48
V	4 years 1 day to 6 years	\$79,462.76	\$6,621.90	\$3,056.26	\$38.20
VI	6 years 1 day to 7 years	\$85,006.66	\$7,083.89	\$3,269.49	\$40.87
VII	Over 7 years	\$88,676.39	\$7,389.70	\$3,410.63	\$42.63

SECTION 26.5. SALARY EFFECTIVE MAY 1, 2014.

Step	Step Description	Annual	Monthly	Biweekly	Hourly
I	Start	\$59,092.17	\$4,924.35	\$2,272.78	\$28.41
II	1 year 1 day	\$68,690.85	\$5,724.24	\$2,641.96	\$33.02
III	2 years 1 day to 3 years	\$70,748.10	\$5,895.67	\$2,721.08	\$34.01
IV	3 years 1 day to 4 years	\$73,153.83	\$6,096.15	\$2,813.61	\$35.17
V	4 years 1 day to 6 years	\$81,052.02	\$6,754.33	\$3,117.39	\$38.97
VI	6 years 1 day to 7 years	\$86,706.79	\$7,225.57	\$3,334.88	\$41.69
VII	Over 7 years	\$90,449.91	\$7,537.49	\$3,478.84	\$43.49

SECTION 26.6. SALARY EFFECTIVE MAY 1, 2015.

Step	Step Description	Annual	Monthly	Biweekly	Hourly
I	Start	\$60,274.02	\$5,022.83	\$2,318.23	\$28.98
II	1 year 1 day	\$70,064.67	\$5,838.72	\$2,694.80	\$33.68
III	2 years 1 day to 3 years	\$72,163.06	\$6,013.59	\$2,775.50	\$34.69
IV	3 years 1 day to 4 years	\$74,616.90	\$6,218.08	\$2,869.88	\$35.87
V	4 years 1 day to 6 years	\$82,673.06	\$6,889.42	\$3,179.73	\$39.75
VI	6 years 1 day to 7 years	\$88,440.93	\$7,370.08	\$3,401.57	\$42.52
VII	Over 7 years	\$92,258.91	\$7,688.24	\$3,548.42	\$44.36

SECTION 26.7. SALARY EFFECTIVE MAY 1, 2016.

Step	Step Description	Annual	Monthly	Biweekly	Hourly
I	Start	\$61,479.50	\$5,123.29	\$2,364.60	\$29.56
II	1 year 1 day	\$71,465.96	\$5,955.50	\$2,748.69	\$34.36
III	2 years 1 day to 3 years	\$73,606.32	\$6,133.86	\$2,831.01	\$35.39
IV	3 years 1 day to 4 years	\$76,109.24	\$6,342.44	\$2,927.28	\$36.59
V	4 years 1 day to 6 years	\$84,326.52	\$7,027.21	\$3,243.33	\$40.54
VI	6 years 1 day to 7 years	\$90,209.75	\$7,517.48	\$3,469.61	\$43.37
VII	Over 7 years	\$94,104.09	\$7,842.01	\$3,619.39	\$45.24

SECTION 26.8. SALARY EFFECTIVE MAY 1, 2017.

Step	Step Description	Annual	Monthly	Biweekly	Hourly
I	Start	\$62,709.09	\$5,225.76	\$2,411.89	\$30.15
II	1 year 1 day	\$72,895.28	\$6,074.61	\$2,803.66	\$35.05
III	2 years 1 day to 3 years	\$75,078.45	\$6,256.54	\$2,887.63	\$36.10
IV	3 years 1 day to 4 years	\$77,631.43	\$6,469.29	\$2,985.82	\$37.32
V	4 years 1 day to 6 years	\$86,013.05	\$7,167.75	\$3,308.19	\$41.35
VI	6 years 1 day to 7 years	\$92,013.94	\$7,667.83	\$3,539.00	\$44.24
VII	Over 7 years	\$95,986.17	\$7,998.85	\$3,691.78	\$46.15

For each of Fiscal Years 2017 and 2018, increase(s) in salary (wages only) shall be subject to "me too" in relation to any increase(s) in salary (wages only) agreed upon with MAPS (the union representing Sergeants).

SECTION 26.9. PENSION CONTRIBUTIONS. The City agrees to "remit" the police officers' contributions to the Waukegan Police Pension Fund, required under Section 3-125.1 of Chapter 108 1/2 of the Illinois Revised Statutes, as provided in Section 3-125.2 of Chapter 108 1/2. This shall be done without any reduction in the cash salary of the police officer and without any offset against any future salary increase or combination thereof. The City shall "remit"

these contributions within thirty (30) days of receipt of evidence from the Board of Trustees of the Waukegan Police Pension Fund that the Board has voted to approve such pension "remittance" and that all necessary requirements set by the Internal Revenue Service, the Illinois Department of Revenue, or the Illinois Department of Insurance are met.

SECTION 26.10. 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. Said payment shall be made at a rate reflective of the difference between the pay ranges existing immediately prior to the ratification of this Agreement and the new salary range, which is effective the first payroll period following ratification. Payment shall reflect the difference between the old base and the new base for all hours paid since 12:01 A.M., May 1, 2012.

As per the agreement between PBLC, unit #42 and the City the retro check will be issued in December of 2009.

ARTICLE XXVII

REOPENER

Notwithstanding any provisions to the contrary, the following items will, at the option of either party, be subject to reopened negotiations upon thirty (30) days' written notice to the other party.

- A. In the event the Rules and Regulations of the Waukegan Civil Service System are materially changed or abolished, those Articles of this Agreement which are governed by such materially changes Rules or Regulations shall be subject to renegotiation;
- B. Any provision of this Agreement mutually agreed upon by the parties shall be subject to renegotiation; or
- C. If, at any time during the life of this Agreement, any portion of the 5% Utility Tax shall be reduced or eliminated further by litigation or Council action, the City has the option to reopen negotiations over the wage rates contained in this Agreement. However, if the Labor Committee and the City cannot come to an

agreement during such renegotiations then the wage rates contained in this Agreement shall remain in full force and effect and the City may proceed with whatever cost-cutting measures, if any, it deems to be appropriate.

ARTICLE XXVIII
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 XXIX
ENTIRE AGREEMENT

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or Ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreements.

Therefore, the City and the Labor Committee, for the duration of this Agreement, each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXX

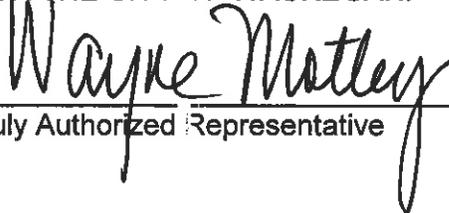
TERMINATION

SECTION 30.1. TERMINATION IN 2018. 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 the thirtieth day of April, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date except if otherwise mutually agreed. 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 30.2. 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.

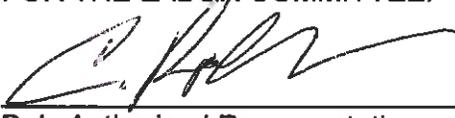
June IN WITNESS WHEREOF, the parties hereto have affixed their signatures this *15th* day of ~~May~~, 2015.

FOR THE CITY OF WAUKEGAN:



Duly Authorized Representative

FOR THE LABOR COMMITTEE:



Duly Authorized Representative

APPENDIX "A"

WAUKEGAN POLICE BENEVOLENT
LABOR COMMITTEE, UNIT #42

Check Off Dues Authorization

I, _____, the undersigned, hereby authorize the regular monthly deduction of dues and assessments levied by the Policemen's Benevolent Labor Committee. Said dues, to be deducted once each payday (bi-weekly), shall be remitted and made payable to the Policemen's Benevolent Labor Committee Local Unit #42 at 1146 Waukegan Road #321, Waukegan, IL 60085. Any objection to said dues may be processed through the Illinois State Labor Relations Board pursuant to the Board's Rules and Regulation. The Labor Committee certifies that all dues and assessments will be utilized for the sole purpose of collective bargaining, contract administration, and/or the legal defense of its members. The Labor Committee further certifies that the fair share dues covers only the cost of collective bargaining and contract administration.

_____ Full membership @ \$65.00 per month

_____ Fair share membership @ \$42.80 per month

Signature: _____

Print Name: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is hereby entered into between the City of Waukegan ("City") and the Waukegan Police Benevolent Labor Committee Unit #42 ("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 12.6 "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

7-23-15
Date

Date

Waukegan Police Benevolent
Labor Committee Unit #42:

K. [Signature]

7/23/2015
Date