

ILLINOIS FOP LABOR COUNCIL

and

CITY OF NORTH CHICAGO (All Full-Time Telecommunicators)

May 1, 2013- April 30, 2017

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TABLE OF CONTENTS



| | |
|--|----|
| ARTICLE I RECOGNITION | 5 |
| SECTION 1.1, RECOGNITION..... | 5 |
| SECTION 1.2, FAIR REPRESENTATION..... | 5 |
| SECTION 1.3, UNION REPRESENTATIVES..... | 5 |
| ARTICLE II UNION SECURITY AND RIGHTS..... | 6 |
| SECTION 2.1, DUES DEDUCTION..... | 6 |
| SECTION 2.2, FAIR SHARE..... | 7 |
| SECTION 2.3, UNION INDEMNIFICATION..... | 7 |
| SECTION 2.4, UNION USE OF BULLETIN BOARDS..... | 8 |
| ARTICLE III LABOR-MANAGEMENT MEETINGS..... | 8 |
| SECTION 3.1, MEETING REQUEST..... | 8 |
| SECTION 3.2, CONTENT..... | 8 |
| SECTION 3.3, ATTENDANCE..... | 8 |
| ARTICLE IV MANAGEMENT RIGHTS..... | 9 |
| ARTICLE V SUBCONTRACTING..... | 10 |
| SECTION 5.1, GENERAL POLICY..... | 10 |
| SECTION 5.2, NOTICE OF DISCUSSION..... | 10 |
| ARTICLE VI HOURS OF WORK AND OVERTIME..... | 10 |
| SECTION 6.1, APPLICATION OF ARTICLE..... | 10 |
| SECTION 6.2, NORMAL WORK CYCLE AND WORKDAY..... | 10 |
| SECTION 6.3, CHANGES IN NORMAL WORK CYCLE AND WORKDAY..... | 10 |
| SECTION 6.4, OVERTIME PAY..... | 10 |
| SECTION 6.5, COMPENSATORY TIME..... | 11 |
| SECTION 6.6, COURT TIME..... | 11 |
| SECTION 6.7, CALL-BACK PAY..... | 11 |
| SECTION 6.8, REQUIRED OVERTIME..... | 11 |
| SECTION 6.9, OVERTIME EXTRA SHIFT ASSIGNMENTS..... | 12 |
| SECTION 6.10, NO PYRAMIDING..... | 13 |
| SECTION 6.11, SHIFT SCHEDULES..... | 13 |
| SECTION 6.12, COMMUNICATIONS TRAINING OFFICER..... | 13 |
| | 13 |
| ARTICLE VII GRIEVANCE PROCEDURE..... | 13 |
| SECTION 7.1, DEFINITION..... | 13 |
| SECTION 7.2, PROCEDURE..... | 13 |
| SECTION 7.3, ARBITRATION..... | 15 |
| SECTION 7.4, LIMITATIONS ON AUTHORITY OF ARBITRATOR..... | 16 |
| SECTION 7.5, EMPLOYEE RIGHT TO SELF-REPRESENTATION..... | 16 |
| SECTION 7.6, TIME LIMIT FOR FILING..... | 16 |
| SECTION 7.7, MISCELLANEOUS..... | 16 |
| ARTICLE VIII NO STRIKE-NO LOCKOUT..... | 16 |
| SECTION 8.1, NO STRIKE..... | 17 |

| | |
|--|----|
| SECTION 8.2, NO LOCKOUT. | 17 |
| SECTION 8.3, PENALTY. | 17 |
| SECTION 8.4, JUDICIAL RESTRAINT. | 17 |
| ARTICLE IX HOLIDAYS | 17 |
| SECTION 9.1, HOLIDAYS. THE FOLLOWING ARE PAID HOLIDAYS FOR ELIGIBLE EMPLOYEES: | 17 |
| SECTION 9.2, HOLIDAY PAY AND WORK REQUIREMENTS | 18 |
| ARTICLE X SENIORITY, LAYOFF AND RECALL | 18 |
| SECTION 10.1, DEFINITION OF SENIORITY.. | 18 |
| SECTION 10.2, PROBATIONARY PERIOD. | 19 |
| SECTION 10.3, SENIORITY LIST. | 19 |
| SECTION 10.4, TERMINATION OF SENIORITY..... | 19 |
| SECTION 10.5, LAYOFF..... | 19 |
| SECTION 10.6, RECALL..... | 20 |
| ARTICLE XI VACATIONS..... | 20 |
| SECTION 11.1, ELIGIBILITY AND ALLOWANCES..... | 20 |
| SECTION 11.2, VACATION PAY..... | 21 |
| SECTION 11.3, SCHEDULING AND ACCRUAL. | 21 |
| SECTION 11.4, EMERGENCIES..... | 21 |
| ARTICLE XII SICK LEAVE | 21 |
| SECTION 12.1, PURPOSE. | 22 |
| SECTION 12.2. ALLOWANCE. | 22 |
| SECTION 12.3, DAYS EARNED IN ACCUMULATION. | 22 |
| SECTION 12.4, NOTIFICATION. | 22 |
| SECTION 12.5, MEDICAL EXAMINATION. | 23 |
| SECTION 12.6, ABUSE OF SICK LEAVE. | 23 |
| SECTION 12.7, SICK LEAVE UTILIZATION AND BUY-BACK. | 23 |
| SECTION 12.8, VOLUNTARY CONTRIBUTIONS OF SICK TIME..... | 23 |
| ARTICLE XIII ADDITIONAL LEAVES OF ABSENCE..... | 23 |
| SECTION 13.1, DISCRETIONARY LEAVES. | 23 |
| SECTION 13.2, APPLICATION FOR LEAVE..... | 23 |
| SECTION 13.3, MILITARY LEAVE. | 24 |
| SECTION 13.4, JURY LEAVE. | 24 |
| SECTION 13.5, FAMILY AND MEDICAL LEAVE ACT ("FMLA") LEAVE..... | 24 |
| SECTION 13.6 BENEFITS WHILE ON LEAVE..... | 24 |
| SECTION 13.6, NON-EMPLOYMENT ELSEWHERE. | 25 |
| SECTION 13.7, FUNERAL LEAVE. | 25 |
| SECTION 13.8. MENTAL HEALTH DAYS. | 25 |
| ARTICLE XIV WAGES..... | 25 |
| ARTICLE XV RESIDENCY..... | 26 |
| ARTICLE XVI INSURANCE | 26 |
| SECTION 16.1, COVERAGE..... | 26 |

SECTION 16.2, COST27

SECTION 16.3, COST CONTAINMENT.27

SECTION 16.4, LIFE INSURANCE.....27

SECTION 16.5, TERMS OF INSURANCE POLICIES TO GOVERN.27

SECTION 16.6, IRC SECTION 125 PLAN.....28

SECTION 16.7, INSURANCE COMMITTEE:.....28

ARTICLE XVII GENERAL PROVISIONS28

 SECTION 17.1, GENDER.28

 SECTION 17.2, RATIFICATION AND AMENDMENT.28

 SECTION 17.3, CONTINUING AND TERMINATION EFFECT.28

 SECTION 17.4, PHYSICAL FITNESS AND EXAMINATIONS.28

 SECTION 17.5, DRUG AND ALCOHOL TESTING.28

 SECTION 17.6, OUTSIDE EMPLOYMENT.....30

 SECTION 17.7 INSPECTION OF PERSONNEL FILES.30

 SECTION 17.8, ACCESS.....30

 SECTION 17.9. IMPOSITION AND REVIEW OF DISCIPLINE31

ARTICLE XVIII MAINTENANCE OF ECONOMIC BENEFITS31

ARTICLE XIX SAVINGS CLAUSE31

ARTICLE XX ENTIRE AGREEMENT32

ARTICLE XXI TERMINATION32

**AGREEMENT BETWEEN
CITY OF NORTH CHICAGO, ILLINOIS
AND
ILLINOIS F.O.P. LABOR COUNCIL/TELECOMMUNICATORS
May 1, 2013- April30, 2017**

PREAMBLE

THIS AGREEMENT entered into by the CITY OF NORTH CHICAGO, ILLINOIS (hereinafter referred to as the "City" or the "Employer") and the ILLINOIS F.O.P. LABOR COUNCIL/NORTH CHICAGO TELECOMMUNICATORS (hereinafter referred to as "Union") is in recognition of the Union's status as the representative of the City's full-time Telecommunicators and has as its basic purpose the promotion of harmonious relations between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the City; the establishment of an equitable and peaceful procedure for the resolution of grievances as provided herein; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

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

**ARTICLE I
RECOGNITION**

Section 1.1, Recognition. The City recognizes the Union as the sole and exclusive collective bargaining representative for all full-time telecommunicators employed by the City of North Chicago, (hereinafter referred to as "employees"); but excluding all other employees of the City; supervisors, managerial and confidential employees as defined by the IPLRA; and all other persons excluded from coverage by the IPLRA.

Section 1.2, Fair Representation. The Union 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 Union.

Section 1.3, Union Representatives. For purposes of this Agreement, the term "Union Representatives" shall refer to the Union's duly elected Representatives.

ARTICLE II UNION SECURITY AND RIGHTS

Section 2.1, Dues Deduction. While this Agreement is in effect, the City will deduct _ from each employee's paycheck once each month the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective checkoff authorization form, and shall forward such payment to the Illinois F.O.P. Labor Council at an address provided by the Labor Council. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

A Union member desiring to revoke the dues checkoff may do so by written notice to the Employer and the Union at any time.

The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each employee in order to ease the Employer's burden of administering this provision.

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

Section 2.2, Fair Share. During the term of this Agreement, employees who are not members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later or, in the case of a dues checkoff revocation pursuant to Section 2.1, commencing with the first full month following such revocation, pay a fair share fee to the F.O.P. Labor Council for collective bargaining and contract administration services rendered by the F.O.P. Labor Council as the exclusive representative of the employees covered by this Agreement, provided said fair share fee shall not exceed the dues attributable to being a member of the F.O.P. Labor Council. Such fair share fees shall be deducted by the City from the earnings of nonmembers and remitted to the F.O.P. Labor Council with the same frequency and in the same fashion as dues payments. The F.O.P. Labor Council shall periodically submit to the City a list of the employees covered by this Agreement who are not members of the F.O.P. Labor Council and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member only benefit. The fair share fee shall be uniform for each employee subject to the obligation to pay a fair share fee. The F.O.P. may change the fixed uniform dollar amount that will be considered the regular monthly fair share fee once each calendar year during the life of

this Agreement. The F.O.P. will give the City thirty (30) days' notice of any such change in the amount of the fair share fee.

The foregoing provision shall not apply to any employee employed prior to November 1, 1986 who is not a member of the F.O.P. Labor Council, provided any such employee must pay, pursuant to the deduction provisions of this Section, either the fair share fee or an amount equal to such fair share fee to a charitable organization selected in accordance with the last paragraph of this Section. This fair share Section shall apply to employees who are member on the effective date of this Agreement and who thereafter become nonmembers.

The F.O.P. Labor Council agree to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Lodge v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the F.O.P. and the F.O.P. Labor Council agree to do the following:

- a) Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
- b) Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
- c) Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the F.O.P. Labor Council with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Nonmembers who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the F.O.P. Labor Council. If the affected non-member and the F.O.P. Labor Council are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 2.3, Union Indemnification. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not

taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Section 2.4, Union Use of Bulletin Boards. The City will make available readily accessible space for the installation of a bulletin board to be provided by the Union for the posting of official Union notices of a nonpolitical, noninflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

ARTICLE III LABOR-MANAGEMENT MEETINGS

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

- a) discussion on the implementation and general administration of this Agreement;
- b) a sharing of general information of interest to the parties including a discussion of health and safety issues and unusual compensation for unusual work if requested;
- c) notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees.

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

Section 3.3, Attendance. Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes, unless a meeting is scheduled at the request or consent of the City during the regularly scheduled duty hours of an employee, provided that no overtime liability shall be incurred as a result of such attendance and provided further that employees attending during their regularly scheduled duty hours shall remain available for emergency response if required. Normally, three (3) persons from each side shall attend these meetings,

schedules permitting.

ARTICLE IV MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including all rights and authority possessed or exercised by the City prior to the execution of this Agreement. These rights and authority include, but are not limited to, the following:

- to plan, direct, control and determine all the operations and services of the City;
- to determine the City's budget and budgetary priorities;
- to levy taxes;
- to supervise and direct the working forces;
- to establish the qualifications for employment and to employ employees;
- to schedule and assign work;
- to establish work and productivity standards which are not arbitrary and capricious and, from time to time, to change those standards;
- to assign overtime in a manner not in conflict with any of the express provisions of this agreement;
- to determine the methods, means, organization and number of personnel by which such operations are conducted;
- to determine whether goods or services shall be made or purchased;
- to make, alter and enforce reasonable rules, regulations, orders and policies;
- to evaluate employees;
- to discipline, suspend and discharge employees for just cause (probationary employees without cause);
- to change or eliminate existing methods, equipment or facilities; and
- to carry out the mission of the City; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE V SUBCONTRACTING

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

Section 5.2, Notice of Discussion. Except where an emergency situation exists, before the City changes its policy involving the overall subcontracting of work in a general area where such policy change will result in a substantial loss of work to three (3) or more bargaining unit employees, the City will notify the Union and offer the Union an opportunity to discuss the City's proposed subcontracting decision and its effect on bargaining unit employees.

ARTICLE VI HOURS OF WORK AND OVERTIME

Section 6.1, 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, per week, or per work cycle.

Section 6.2, Normal Work Cycle and Workday. Except as provided elsewhere in this Agreement, the current normal work cycle consists of eight and one-half (8 1/2) hours. The current normal workday for employees is eight and one-half (8 1/2) hours per day, including a thirty (30) minute paid on-duty lunch period. The current normal workweek consists of forty (40) hours per Departmental calendar week. If a thirty (30) minute lunch break is interrupted, then the employee shall receive additional lunch time to complete the thirty (30) minutes, or if this is impossible, they will receive overtime pay for that interrupted portion which cannot be made up.

Section 6.3, Changes In Normal Work Cycle 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 work cycle, the City will give at least twenty-four (24) hours' notice where practicable of such change to the individuals affected by such change.

Section 6.4, Overtime Pay. An employee shall be paid at a rate of one and one-half (1-1/2) times his regular hourly rate of pay for each hour worked beyond forty (40) in a work week. Overtime pay shall be computed in fifteen (15) minute segments as provided by the Fair Labor Standards Act (FLSA). For purposes of this section only, vacation, holiday time

off, and overtime compensatory time shall be considered "hours worked" for purposes of accruing hours toward the overtime threshold; however, sick leave and other paid and unpaid time off shall not be considered "hours worked" for purposes of accruing hours toward the overtime threshold.

Section 6.5, Compensatory Time. The Chief of Police shall designate one member of the command staff per shift (which may in some cases be himself) to be responsible for receiving and responding to requests for compensatory time off. In situations where the Chief of Police or his designee determines it to be in the best interests of the City, and the affected employee has 120 or fewer accumulated compensatory time hours, the City shall grant compensatory time off in lieu of overtime payment at a time and one-half (1-1/2) rate. Where the affected employee has over 120 accumulated compensatory time hours, the City shall grant compensatory time off in lieu of overtime payment at a time and one-half (1-1/2) rate in all cases when the employee . attends required departmental meetings or training outside of his scheduled duty time or upon mutual agreement of the Chief of Police or his designee and the affected employee; provided, that requests for compensatory time off shall, except in exigent circumstances, be made at least three (3) days in advance of the time requested. In all such situations, compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the Chief of Police or his designee if operating requirements will not be adversely affected.

Section 6.6, Court Time. Employees who would otherwise be off-duty shall be paid a minimum of three (3) hours or actual time worked, whichever is greater, 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 or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney; off-duty lunch periods shall be counted toward hours worked.

Section 6.7, Call-Back Pay. An employee called back to work after having left work shall be paid for a minimum of two (2) hours or the actual hours worked, whichever is greater, at overtime rates, as provided in Section 6.4 above, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error.

Section 6.8, Required Overtime. The Chief of Police or his designee(s) shall have the right to require overtime work and employees 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. In non-emergency situations, where it will not adversely affect the job m unduly add to the time of making work assignments, the Chief or his designee will attempt to assign required overtime on a seniority basis as set forth in Section 6.9.

Section 6.9, Overtime Extra Shift Assignments. Overtime/extra shift assignments for both anticipated and unanticipated openings shall be offered in accordance with the following procedures when an overtime/extra shift assignment becomes available.

Unanticipated overtime shall be handled as follows:

1. Telecommunicator on duty shall have the first option for taking available overtime in order of seniority with the most senior operator having the first choice of the available time.
2. If neither on-duty operators wish to stay over, then telecommunicator operators shall be called for such work by seniority in descending order. The first telecommunicator operator contacted who agrees to work the shift shall be allowed to work the shift.
3. If no telecommunicator operator agrees to cover the shift, the junior telecommunicator operator on-duty may be ordered to stay until properly relieved.
4. A telecommunicator cannot be held over more than four (4) hours for unanticipated overtime (or a maximum of 12 consecutive hours total). However, a telecommunicator may not leave unless a proper replacement has arrived. The City, in "good faith" will make every effort to locate and secure a proper replacement. A telecommunicator held over beyond the 12 hour maximum, waiting for a replacement to arrive, will be paid double time for each hour beyond the twelve hour maximum. If a telecommunicator is held over for more than the 12 hours, he/she will also have the option to stay for the entire remaining four (4) hours at the double time rate.

Anticipated overtime shall be handled as follows:

1. Any available anticipated overtime shall be offered to all certified operators on a seniority basis to select one (1) shift.
2. All anticipated overtime shall be selected in either four (4) or eight (8) hour block by seniority until all vacancies are filled.
3. If vacancies are not filled by volunteers per steps one (1) and two (2), the on-duty supervisor shall assign the overtime in the following manner:
 - a. the supervisor will have the first three (3) days to find voluntary coverage for the open days (assuming that a request is made for leave at least seven (7) days in advance;

- b. on the fourth (4) day, the supervisor shall assign the overtime either in four (4) or eight (8) hour blocks beginning at the bottom of the seniority list and will notify the affected operators that they will be required to work during that vacant time frame. Care shall be taken that the assigned overtime is equalized on an annual basis between those volunteering and those not volunteering to work the vacant shifts.

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

Section 6.11, Shift Schedules. During October of each calendar year, the City shall schedule shifts by allowing a first and second shift preference designation by telecommunicators by seniority, for the upcoming calendar year. Once the shift preference system has been completed, the Chief of Police or his designee, at his discretion, shall make the available shift assignments. Furthermore, once shifts have been assigned for the following calendar year, any changes shall not be made in an arbitrary or capricious manner. Due to any change or transition of scheduled shifts or work hours, by the City, of an employee, such change shall not result in a reduction of hours or loss of pay to said employee.

Section 6.12, Communications Training Officer. Employees who are certified as a Communications Training Officer (CTO) and who are officially assigned to perform Communications Training Officer duties shall receive an additional one (1) hour pay, at the overtime rate of pay for each such day of training.
**ARTICLE VII G
GRIEVANCE PROCEDURE**

Section 7.1, Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the City involving an alleged violation of an express provision of this Agreement.

Section 7.2, Procedure. A grievance filed against the City shall be processed in the following manner:

Step 1: Any employee and/or Steward who has a grievance shall submit the grievance in writing to the employee's immediate supervisor (in most cases, the Sergeant in charge), specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested using the form attached in Appendix C. All grievances must be presented no later than ten (10) business days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of

reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within ten (10) business days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee, or the Union, if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the appropriate Division Commander within ten (10) business days after receipt of the City's answer in Step 1, or within ten (10) business days of when such answer was due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Division Commander shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and an authorized Union representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Division Commander shall provide a written answer to the grievant, or to the Union if a Union grievance, within ten (10) business days following their meeting.

Step 3: If the grievance is not settled at Step 2 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the Police Chief or his designee within ten (10) business days after receipt of the City's answer in Step 2, or within ten (10) business days of when such answer was due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and an authorized Union representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or his designee shall provide a written answer to the grievant, or to the Union if a Union grievance, within ten (10) business days following their meeting.

Step 4: If the grievance is not settled at Step 3 and the Union desires to appeal, it shall be referred by the Union in writing to the Mayor within ten (10) business days after receipt of the City's answer in Step 3, or within ten (10) business days of when such answer was due. Thereafter, the Mayor or his designee and the Police Chief or other appropriate individual(s) as desired by the Mayor, shall meet with the grievant, the Steward involved and an outside, non-employee representative of the Union, if desired by the employee, within ten (10) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Mayor or his designee shall submit a written answer to the Union within ten (1b) business days following the meeting:

Section 7.3, Arbitration. If the grievance is not settled at Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the City's written answer as provided to the Union at Step 4, or within ten (10) business days of when such answer was due:

- a) The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators, all of whom shall be members of the National Academy of Arbitrators and reside in Illinois, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.
- b) 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 Union and City representatives.
- c) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.
- d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4, Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted

in writing at the Second 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 any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 7.4 shall be final and binding upon the City, the Union and the employees covered by this Agreement

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

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

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 7.7, Miscellaneous. No member of the bargaining unit who is serving in an acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

ARTICLE VIII NO STRIKE-NO LOCKOUT

Section 8.1, No Strike. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work

Section 8.2, No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union with this Article.

Section 8.3, Penalty. The only matter which may be made the subject of a grievance is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent

Section 8.4, Judicial Restraint. Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE IX HOLIDAYS

Section 9.1, Holidays. The following are paid holidays for eligible employees:

New Year's Day

The Friday Before the Easter Holiday

Martin Luther King's Birthday

Memorial Day

Independence Day

Labor Day

Veterans Day Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve

Christmas Day

Section 9.2, Holiday Pay and Work Requirements. Employees shall work all holidays when scheduled as part of their normal Departmental work schedule. To be compensated for a holiday, an employee must work the scheduled day before and after the holiday, in addition to the holiday when scheduled as part of their normal Departmental work schedule. Employees shall be compensated for holidays by being given eleven (11) additional days off each year which shall be treated and scheduled as vacation days. For purposes of this Section, an employee will be deemed to have worked the last scheduled day before a holiday and the first scheduled day after a holiday if in either or both cases the employee is off on a scheduled day off or compensated time off, excluding paid sick time.

If an Employee is scheduled to work a holiday for an eight (8) hour shift and is held over additional time for the same holiday from his/her scheduled shift, then the Employee shall earn an additional one-half (1/2) of the time worked in holiday time.

ARTICLE X SENIORITY, LAYOFF AND RECALL

Section 10.1, Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a Telecommunicator in the Police Department of the City. Seniority shall accumulate during all authorized paid leaves of absence. Except as required by law, seniority shall not accumulate during unauthorized absences, authorized unpaid leaves of absence other than FMLA leave, or lay off. Conflicts of seniority shall be determined on the basis of telecommunicators' full-time date of hire. If two (2) or more telecommunicators were hired on the same day, the month and day (no year of birth included) of the employee's birth shall chronologically determine the most senior employee (01 Jan-most senior to 31 Dec-least senior).

Section 10.2, Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of eighteen (18) months of work. Time absent from duty or not served for any reason, except approved holidays and sick time, shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be suspended, laid off

or terminated without cause at the sole discretion of the City. Such probationary employee shall have no recourse to the grievance procedure to contest such a suspension, layoff or termination.

Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the City in a position covered by this Agreement

Section 10.3, Seniority List. On or about January 1 of each year, the City will provide the Union with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date. The City may rely on this list for all purposes until such time as errors in the list are brought to the City's attention. The City will correct any errors on the list at the time such errors are brought to its attention and confirmed by the City.

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

- a) quits;
- b) is discharged;
- c) retires or is retired;
- d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without written permission from the Mayor or his designees;
- e) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation without good cause shown due to circumstances beyond the control of the employee;
- f) is laid off and fails to respond to a notice of recall within three (3) calendar days after receiving notice of recall;
- g) is laid off or otherwise does not perform bargaining unit work for the City (except for military service or an established work related injury compensable under workers' compensation) for a period in excess of twelve (12) months; or
- h) is absent for two (2) consecutive working days without notifying the City, unless such notification is impossible through no fault of the employee.

Section 10.5, Layoff. The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in reverse seniority order in accordance with their seniority position as provided in Section 10.1 above, provided the remaining employees are fully qualified to

perform the work which remains without further training. Except in an emergency, no layoff will occur without at least ten (10) calendar days notification to the Union and each individually affected employee. The City agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 10.6, Recall. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given ten (10) 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 Union, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE XI VACATIONS

Section 11.1, Eligibility and Allowances. Every employee shall be eligible for paid vacation time after the completion of their probationary period with the Employer. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned monthly, based on the following schedule:

| <u>Length of Continuous Service</u> | <u>Working Days Vacation per Year</u> |
|---|---|
| After completion of one (1) year | 5 days |
| After completion of two (2) years | 10 days |
| After completion of seven (7) years | 15 days |
| After completion of fifteen (15) years | 20 days |
| After completion of twenty-one (21) years | 25 days |

Employees shall earn vacation allowances for any month in which they receive compensation for more than eighty (80) hours of work

Section 11.2, Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Employees may request their next regular paycheck no later than seven (7) days prior to the start of a vacation period exceeding five (5) days, provided that a pay day falls during the vacation period.

Section 11.3, Scheduling and Accrual. Employees shall be awarded vacation time by the City in accordance with City service needs and, if possible, the employee's desires. On March 1, the Police Chief or his designee shall post a schedule of days available for vacation during the upcoming fiscal year. Employees on each shift shall then select their vacation preferences in the order of their seniority, with the most senior employee having first choice, the next most senior having second choice, and so on. Employees can schedule no less than one (1) week of vacation at a time. The Employees' scheduled vacation time cannot include more than one (1) paid holiday as outlined in Article 9.1. For the purposes of this section, the parties agree that Christmas Eve and Christmas Day shall be considered "one paid holiday" and Thanksgiving and the day after Thanksgiving shall also be considered "one paid holiday." The vacation periods requested pursuant to this procedure shall be submitted to the Police Chief or his designee for approval by April 1 of each year. The Police Chief or his designee shall review the requests and post a vacation schedule on or before May 1. After the vacation schedule has been established, any remaining vacation days ("floating" vacation days) shall be taken on a first-requested first-received basis. Requests for two or more consecutive days of floating vacation must be submitted to the Police Chief or his designee and shall not be unreasonably denied. Requests for five or more consecutive days of floating vacation must be submitted to the Police Chief or his designee at least seven (7) days in advance and shall not be unreasonably denied. If no action is taken to approve or deny a request within two business days of request submission, the request will be deemed approved. Whenever practical, vacation time shall be taken in the year earned. Employees may carry a maximum of two (2) weeks of vacation time into the next year.

No more than one (1) person per shift shall be granted vacation at the same time unless there is coverage of the shift by volunteers.

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

ARTICLE XII SICK LEAVE

Section 12.1, Purpose. Sick leave with pay is provided as a benefit in: recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor, acting pursuant to reasonable instructions for care or caring for a sick member of the immediate family. Sick time may be utilized for caring for immediate family member. For purposes of this section, immediate family shall mean the employee's legal spouse, children, step children, adopted children, parents, parents of spouse, step parents, grandparents, brothers and sisters, brothers and sisters-in-law, or grandchildren. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense, and the parties further agree that the City shall ferret out all sick leave abuse.

Section 12.2, Allowance. Any employee contracting or incurring any non-service connected sickness or disability, or if such sickness or disability occurs involving an individual living with the employee in the employee's immediate family, the employee shall receive sick leave with pay. For the purpose of this Section, "immediate family" shall be defined as the employee's legal spouse, children, step-children, adopted children, parents, parents of spouse, step-parents or grandparents.

Section 12.3, Days Earned in Accumulation. Employees shall be allowed (1) day (eight (8) hours) of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work. Sick leave cannot be taken before it is actually earned.

Section 12.4, Notification. Notification of absence due to sickness shall be given to the City as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief in writing), but no later than one (1) hour before the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well. The City may, in its reasonable discretion, require an employee to submit a physician's verification of illness. A physician's verification may, for example, be routinely required for sick leave taken just prior to or immediately after the employee's scheduled days off, where the employee has demonstrated a documented pattern of absenteeism, and other suspicious circumstances (e.g., use of sick leave on days requested for time off that have been denied). The aforementioned requirements are for an individual employee where sick leave abuse is suspected and shall not be executed summarily for all employees.

Section 12.5, Medical Examination. The City may, at its discretion, require an employee to submit a physician's verification of illness. The City, at its option, may require an employee to submit to an examination by a physician chosen by the City; if the City requires an employee to submit to an examination by a physician designated by the City, the City will pay the medical expenses to the extent they are not covered by insurance. If it is a family member who is sick, the Employer also may require a doctor's verification of the illness,

Section 12.6, Abuse of Sick Leave. Abuse of sick leave is a serious matter. The Union shall join the City in making an effort to correct the abuse of sick leave wherever and whenever it may occur.

Section 12.7, Sick Leave Utilization and Buy-Back. Sick leave shall be used in no less an increment than one-half (1/2) day. Sick leave shall accrue to a maximum of 560 hours (seventy (70) eight-hour days) of sick leave. If an employee has accumulated the maximum 560 hours of sick leave credit and has not used the current year's sick leave credit, he shall, at the end of each fiscal year, be paid an amount equal to one half(1/2) of the unused sick leave credit for that year.

Any employee discharged for cause forfeits all sick leave accrued benefits. An employee who resigns with at least six (6) full years of seniority or who retires shall be compensated for unused sick leave at the rate of fifty percent (50%) of his regular daily rate of pay for all accrued and unused sick leave days accumulated as of his last day of scheduled work for the City, up to a maximum of seventy (70) eight-hour days.

Section 12.8, Voluntary Contributions of Sick Time. Employees may contribute accrued, unused sick leave in their personal sick leave banks to other employees who have exhausted their own sick leave banks and who are off work due to a catastrophic illness. A catastrophic illness is defined as any non-duty illness or injury which causes the employee to be off work for more than 30 days.

ARTICLE XIII ADDITIONAL LEAVES OF ABSENCE

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

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

be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 13.3, Military Leave. Military leave shall be granted in accordance with applicable State and/or Federal law.

Section 13.4, Jury Leave. Employees covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the City. The City shall compensate such employees, at their regular rate of pay, for each hour actually spent on jury duty up to eight (8) hours per day, provided that the employee was scheduled to work that day. Employees reporting for jury duty for four (4) hours or more shall not be required to return to work for any assigned shift for that day. However, the employee may elect to return to work and work his full shift. In addition, employees covered by this Agreement shall be provided all leave benefits required to be provided by the City pursuant to the provisions of the Illinois Paid Voting Leave Act, 10 ILCS 5117-15.

Section 13.5, Family and Medical Leave Act ("FMLA") Leave. The Parties agree that the City may adopt policies to implement the Family and Medical Leave Act that are in accord with what is legally permissible under the Act.

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

(b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

(c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group medical and life insurance plans to the extent provided in such plan(s) and/or required by law, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the City.

(d) An employee on a work-related injury or illness leave compensable under workers' compensation shall continue to accumulate all normal pay, sick leave accumulation, holidays and vacation for twelve (12) months as if he were on full and active duty, as provided by state

law. The employee shall also be eligible to continue to participate in the City insurance programs for twelve (12) months as if he were on full and active duty.

Section 13.6, Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the City.

Section 13.7, Funeral Leave. In the event of a death in the employee's immediate family, the employee shall be granted up to three (3) days leave of absence without loss of pay for the purpose of attending the funeral or services in lieu of a funeral. Upon the approval of the Chief of Police, this period may be extended for an additional two (2) days due to extraordinary circumstances, but any such additional days shall be charged to sick leave. For purposes of this section, immediate family shall mean the employee's legal spouse, children, step children, adopted children, parents, parents of spouse, step parents, grandparents, brothers and sisters, brothers and sisters in law, or grandchildren.

Section 13.8. Mental Health Days. Employees shall receive two (2) personal/mental health days per calendar year, which will be treated as floating vacation days. Personal/mental health days not used during the calendar year may not be carried over into the next calendar year and may not be exchanged for monetary payment.

ARTICLE XIV WAGES

Wages and the dates upon which they are to become effective are set forth on the Wage Schedule attached hereto and made a part hereof as Appendix A. All full-time employees in the bargaining unit on the date the contract is signed will receive a \$550 signing bonus, to be paid by the end of the next pay period.

In addition, those bargaining unit personnel who are at the top of the pay schedule and thus are not eligible to receive a step increase, shall on their anniversary date in contract year 2013 - 2014, 2014-2015 , 2015-2016, 2016-2017 receive an annual cash bonus of four hundred (\$400) dollars which shall not be considered part of their base salary, but instead is considered a bonus payment for completing the entire prior year of service: An employee leaving the employ of the City prior to the completion of such anniversary year of service is ineligible to receive such bonus payment.

LEADS and EMD Certification-any employee in the bargaining unit who has received and maintained LEADS and EMD certification and has performed such certification duties

under both LEADS and EMD for the entire year shall receive an annual bonus payment of one thousand two hundred (\$1,200) dollars for completion of each entire contract year on or no later than the first full pay period of May (i.e., the first paycheck for two full work weeks in the month of May). An employee leaving the employ of the City prior to the completion of such contract year is ineligible to receive such bonus payment.

LEADS Agency Coordinator- the City agrees that any bargaining unit member performing the duties of the LEADS Agency Coordinator, as designated by the Chief of Police, shall receive an annual stipend of one thousand dollars (\$1,000) for the performance of such duties for each contract calendar year, or a pro-rata amount if less than a full contract year. The City reserves the right to assign such LEADS Agency Coordinator duties to a person not a member of the bargaining unit.

ARTICLE XV RESIDENCY

Employees must live within fifteen (15) miles of fire stations No. 1 and No.2, whichever is more, so long as they reside within the State of Illinois. Distance shall be judged by drawing a circle on a map using a radius of fifteen (15) miles.

ARTICLE XVI INSURANCE

Section 16.1, Coverage. The City shall continue to make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance and life insurance coverage and benefits as existed prior to the signing of this Agreement, so long as it is commercially available. Further, the City will continue to make available to employees who are under the age of 65 and who retire during the life of this Agreement, individual and dependent coverage (where the dependent(s) are under the age of 65) at group rates, with such premiums to be paid by the retired employees, for the life of this Agreement, so long as it is commercially available. Employees who retire with a minimum of twenty (20) years' full-time service to the City and who are at least fifty (50) years of age and less than sixty-five (65) years of age, and their dependents who are under age sixty-five (65), can remain as participants in the City's health insurance plan, so long as the terms of that plan continue to permit such participation as required by law. The City reserves the right to change insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predated this Agreement.

If the City's insurance plan will be subject to an excise tax ("Cadillac Tax") under the Affordable Care Act or any similar state or federal healthcare legislation, then the City may reopen this Article of the Agreement. If the City elects to reopen this article of the

Agreement, then the Union may reopen one additional section of the Agreement for negotiations. The parties shall meet for negotiation with ten calendar days of the City's request for reopener negotiations, to discuss proposals to modify benefit levels to avoid imposition of the Cadillac tax. Such reopener negotiations shall be subject to the impasse resolution under Section 14 of the Illinois Labor Relations Act if agreement is not reached within 60 days of the City's request to reopen negotiations, unless such date is mutually extended by the parties. The City and the Union agree to select an arbitrator at the time the reopener negotiations first begin, just in case the arbitrator's services become necessary, and further agree to only select an arbitrator who will agree to hold a hearing within 90 days, and issue an award within 120 days of his or her appointment.

Section 16.2, Cost. The City will continue to pay one-hundred percent (100%) of the cost of the premiums for full-time employees' individual and seventy-five percent (75%) of the cost of full-time employees' dependent group health and hospitalization insurance for employees who elect coverage under the HMO Option of the City Plan. For employees who elect coverage under the PPO Option the City will pay eighty-three percent (83%) of the premium cost for individual and seventy-five percent (75%) of the premium cost for dependent coverage. The employee's portion of premiums will be deducted from their paychecks.

Section 16.3, Cost Containment. The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 16.4, Life Insurance. The City shall provide, at no cost to the employee, life insurance coverage in the amount of \$20,000 for all employees under the age of 65, and in the amount of \$2,500 for any full-time active employee of the age of 65 or more. Effective May 1, 2007, the City will provide \$25,000 coverage for all employees.

Section 16.5, Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation under taken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve

any insurance carrier(s) from any liability it may have to the City, employee or beneficiary of any employee.

Section 16.6, IRC Section 125 Plan. The City has instituted an IRC Section 125 Plan whereby employees are able to pay for their share of group insurance premiums and other medical costs with pre-tax earnings. This plan will remain in effect during the term of this Agreement so long as it continues to be permitted by the Internal Revenue Code.

Section 16.7, Insurance Committee: The Union shall have at least one representative on the City's Insurance Committee. This Committee is established for the purpose of achieving good health insurance at a reasonable cost to the City and the employees covered by this Agreement. The Insurance Committee shall be an advisory committee which shall examine any changes to be made in health insurance benefits or coverage prior to implementation thereof wherever reasonably possible

ARTICLE XVII GENERAL PROVISIONS

Section 17.1, Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

Section 17.2, Ratification and Amendment. This Agreement shall become effective when ratified by the City Council and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 17.3, Continuing and Termination Effect. Upon the termination of this Agreement, all benefits and obligations hereunder can be modified or terminated and shall not survive the Agreement, following notice of demand to bargain that has been sent in accordance with the provisions of Article XX of this Agreement and subject to the City's duty to bargain with respect to such modification or termination of any such benefit or obligation.

Section 17.4, Physical Fitness and Examinations. If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the City may require, at its expense that the employee have a physical examination by a qualified and licensed physician or other appropriate medical professional selected by the City.

Section 17.5, Drug and Alcohol Testing. In order to help provide a safe work environment and to protect the public by insuring that telecommunicators have the physical and emotional stability to perform their assigned duties, the City may require employees on a

random or suspicionless basis to submit to a urinalysis test and/or other appropriate test up to four times per year per employee at a time and place designated by the City. The City also reserves the right to require a drug/alcohol test of all applicants seeking to be hired or transferred into the bargaining unit. If an employee tests positive in any such test, the employee shall be subject to disciplinary action up to and including discharge and/or required to seek assistance through the City's Employee Assistance Program (EAP). Drug and alcohol testing may also be required where there is reasonable suspicion for such testing. If an employee tests positive in any such test, the employee will be subject to disciplinary action up to and including discharge.

At the time of any urinalysis test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. The City shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted at City expense. An initial positive test result shall not be submitted to the City unless the confirmatory test result is also positive as to the same sample. Upon request, the City shall provide an employee with a copy of any test results, without charge, which the City receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the City, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the City, abuse of prescribed drugs, failure to report to the Chief any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty, or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .02%, shall be cause for disciplinary action, up to and including discharge. If an employee who is off- duty and not on a previously scheduled on-call status is called back to report for work, it is incumbent on the employee to report if he or she has been drinking alcohol and any other circumstances that may render such employee unfit for duty.

Voluntary requests for assistance with drug and/or alcohol problems (i.e. where no test has previously been given based on reasonable suspicion pursuant to the foregoing provisions) shall be held strictly confidential, and any information received by the City as a result of such a request shall not be used in any manner adverse to the employee's interests, except

reassignment for a reasonable time to restricted duties if he or she is deemed unfit for duty in his or her current assignment. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/ treatment program or for conduct not directly involving the request for assistance), but may be subject to more extensive random and suspicionless testing during and for one year following successful completion of an employee assistance/treatment program. The City's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the City's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off

Nothing in this Section shall be construed to prevent an employee from asserting that there should be treatment in lieu of discipline in any disciplinary proceeding involving alcohol or drug use, although this provision shall not preclude discipline for other conduct unrelated to any such alcohol or substance abuse.

Section 17.6, Outside Employment. Employees shall not be employed by employers other than the City, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Chief of Police. Employees wishing to hold outside jobs, including self-employment, which will not result in a conflict of interest or infringe on their ability to do their job for the City, shall apply in writing to the Chief of Police for approval on a form. Attached in Appendix D. Such application shall be approved or denied within ten (10) working days after submission. Written approval will not be unreasonably withheld where the proposed employment will not present a conflict of interest or infringe on the employee's ability to do his job for the City. If outside employment, including self-employment, has previously been approved or permitted by the City, and if it later appears that such outside employment may be revoked, provided that the employee involved shall receive at least ten (10) working days advance notice in writing of such revocation and be granted a reasonable opportunity to discuss such decision with the proper City authorities.

Section 17.7 Inspection of Personnel Files. The City agrees to allow an employee to examine the contents of his personnel file in accordance with the Illinois Personnel Records Review Act, 820 ILCS 40/1, et seq., upon five (5) calendar days written notice to the Chief of Police. Upon written request and upon payment of reasonable copying charge, the City shall provide an employee with copies of the contents of his personnel file. Personnel files may not be removed from the office of the acting personnel officer.

Section 17.8, Access. The City agrees that one (1) accredited representative of the FOP Labor Council, whether Local or Council representative, shall have reasonable access to

the bargaining unit members. The outside representative shall call the Chief or his designee before his arrival and obtain prior approval from the department head before entering the premises of the department. The representative shall not, in any way, access employees during working hours.

Section 17.9. Imposition and Review of Discipline

The Chief of Police is hereby granted authority directly or through his designee(s) to impose discipline upon members of the bargaining unit. For post-probationary employees, such discipline shall only be imposed for just cause and may include, but not be limited to, verbal or written warnings, suspensions with or without pay of whatever length or duration, and/or termination. Where minor offenses are involved the principles of progressive discipline normally will be followed by the Chief of Police. Probationary employees may be disciplined without cause and without review under the grievance procedure.

Any discipline imposed upon post-probationary employees by the Chief or his designee(s) is subject to review only under Article 7 – Grievance Procedure of this Agreement.

ARTICLE XVIII MAINTENANCE OF ECONOMIC BENEFITS

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

ARTICLE XIX SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by an applicable state or federal law, or modified or affected by the subsequent enactment of an applicable state or federal law, or held invalid and unenforceable by operation of an applicable state or federal law or by any board, agency or

court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

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

In the event any provision of this Agreement is invalidated as provided above, negotiations for a replacement for such provision shall commence promptly at the request of either party, provided that the resolution of any bargaining impasse shall be deferred to the negotiations for a successor contract.

ARTICLE XX 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 agreements, whether written or oral, which conflict with the express terms of 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 (or any side letters of agreement mutually agreed by the parties to be incorporated in this Agreement) arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement except that the Union or the city shall have the right to impact or effects bargaining as provided in the Illinois Public Labor Relations Act and the City shall have the right to temporarily implement management decisions pending final resolution of any impact or effects bargaining as timely requested by the Union, unless specifically provided otherwise in this Agreement.

ARTICLE XXI TERMINATION

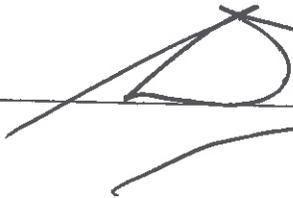
This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on April 30, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in

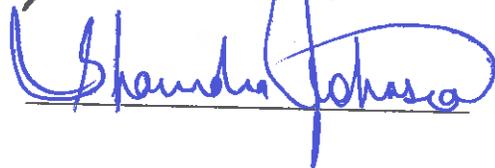
writing at least one hundred eighty (180) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than one hundred fifty (150) days prior to the anniversary date.

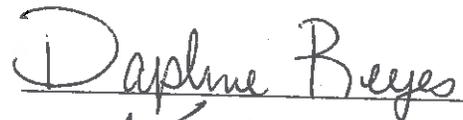
In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

CITY OF NORTH CHICAGO

ILLINOIS FOP LABOR COUNCIL/
NORTH CHICAGO
TELECOMMUNICATORS






Date: October 19, 2013

'13 OCT 20 AM 11:0

writing at least one hundred eighty (180) 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 one hundred fifty (150) days prior to the anniversary date.

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

CITY OF NORTH CHICAGO

ILLINOIS FOP LABOR COUNCIL/
NORTH CHICAGO
TELECOMMUNICATORS



Date: October 19, 2013

'13 OCT 20 am 11:02

writing at least one hundred eighty (180) 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 one hundred fifty (150) days prior to the anniversary date.

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

CITY OF NORTH CHICAGO

ILLINOIS FOP LABOR COUNCIL/
NORTH CHICAGO
TELECOMMUNICATORS

Date: _____

APPENDIX A

CITY OF NORTH CHICAGO TELECOMMUNICATORS WAGE SCHEDULE'

| Step | 5/1/2013 | 5/1/2014 | 11/1/2014 | 5/1/2015 | 5/1/2016 | 11/1/2016 |
|------|------------------|------------------|------------------|------------------|------------------|------------------|
| | 0% wage increase | 2% wage increase | 2% wage increase | 0% wage increase | 2% wage increase | 2% wage increase |
| 1 | \$41,709 | \$42,543 | \$43,394 | \$43,394 | \$44,262 | \$45,147 |
| 2 | \$42,510 | \$43,360 | \$44,227 | \$44,227 | \$45,112 | \$46,014 |
| 3 | \$43,327 | \$44,194 | \$45,077 | \$45,077 | \$45,979 | \$46,899 |
| 4 | \$44,159 | \$45,042 | \$45,943 | \$45,943 | \$46,862 | \$47,799 |
| 5 | \$45,007 | \$45,907 | \$46,825 | \$46,825 | \$47,762 | \$48,717 |
| 6 | \$45,871 | \$46,788 | \$47,724 | \$47,724 | \$48,679 | \$49,652 |
| 7 | \$46,752 | \$47,687 | \$48,641 | \$48,641 | \$49,614 | \$50,606 |
| 8 | \$47,650 | \$48,603 | \$49,575 | \$49,575 | \$50,567 | \$51,578 |
| 9 | \$48,566 | \$49,537 | \$50,528 | \$50,528 | \$51,539 | \$52,569 |
| 10 | \$49,498 | \$50,488 | \$51,498 | \$51,498 | \$52,528 | \$53,578 |
| 11 | \$50,449 | \$51,458 | \$52,487 | \$52,487 | \$53,537 | \$54,608 |
| 12 | \$51,418 | \$52,446 | \$53,495 | \$53,495 | \$54,565 | \$55,656 |

All full-time employees in the bargaining unit on the date the contract is signed will receive a \$550 signing bonus, to be paid by the end of the next pay period.

In addition, those bargaining unit personnel who are at the top of the pay schedule and thus are not eligible to receive a step increase, shall on their anniversary date in contract year 2013-2014, 2014-2015, 2015-2016, and 2016-2017, receive an annual cash bonus of four hundred (\$400) dollars which shall not be considered part of their base salary, but

instead is considered a bonus payment for completing the entire prior year of service. An employee leaving the employ of the City prior to the completion of such anniversary year of service is ineligible to receive such bonus payment.

LEADS and EMD Certification-any employee in the bargaining unit who has received and maintained LEADS and EMD certification and has performed such certification duties under both LEADS and EMD for the entire year shall receive an annual bonus payment of one thousand two hundred (\$1,200) dollars for completion of each entire contract year on or no later than the first full pay period of May (i.e., the first paycheck for two full work weeks in the month of May).. An employee leaving the employ of the City prior to the completion of such contract year is ineligible to receive such bonus payment.

LEADS Agency Coordinator-the City agrees that any bargaining unit member performing the duties of the LEADS Agency Coordinator, as designated by the Chief of Police, shall receive an annual stipend of one thousand dollars (\$1,000) for the performance of such duties for each contract calendar year, or a pro-rata amount if less than a full contract year. The City reserves the right to assign such LEADS Agency Coordinator duties to a person not a member of the bargaining unit.



GRIEVANCE

(use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____
Article(s) and Sections(s) of Contract violated: _____, and all applicable Articles _____
Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Judge No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given _____ Date _____

FOP Labor Council Representative _____



Handwritten marks or scribbles in the top left corner.

— —

Dues Authorization Form

**Illinois Fraternal Order of Police
Labor Council
974 Clocktower Drive
Springfield, Illinois 62704**

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

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Employer, please remit all dues deductions to:

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

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

Rev. March 13, 2008

APPENDIX – SIDE LETTER OF AGREEMENT

This side letter of Agreement is entered into this _____ day of _____, 2013 between the Illinois Fraternal Order of Police Labor Council representing Full-Time Telecommunications Officers in the North Chicago Police Department (“Labor Council”) and the City of North Chicago (“City”) parties to a Collective Bargaining Agreement (“CBA”) in effect from May 1, 2013 to April 30, 2017, to settle issues arising out of scheduling concerns in the City of North Chicago Police Department. For these consideration set out herein, the Parties agree as follows:

1. The City may schedule Part-Time Telecommunicators to work regular shifts.
2. Full-Time Telecommunicators shall have the right of first refusal for anticipated overtime that is offered bi-weekly. Should the Full-Time Telecommunicators not fill all available anticipated overtime shifts, the City may offer those shifts to Part-Time Telecommunicators.
3. The City shall order in Part-Time Telecommunicators before Full-Time Telecommunicators in the case of uncovered or unanticipated overtime.
4. The City may use Temporary Telecommunicators for a time period that does not exceed three (3) months to cover open shifts during g the time of this Agreement.
5. Should the number of Full-Time Telecommunicators employed by the City be reduced to less than nine (9) as the result of termination of employment, resignation, injury, illness or other long-term unavailability, then the City will use its best efforts to bring the staffing levels to nine (9) Full-Time Telecommunicators, but may use additional Part-Time Telecommunicators and Temporary Telecommunicators to cover open shifts during this time. This will not require the City to hire additional Telecommunicators when it appears that the person will return to work for the City as a Full-Time Telecommunicator within ninety (90) days.
6. This Side Letter of Agreement shall be non-binding and non-precedential as to future contract negotiations and shall not be considered a status quo for the purpose of interest arbitration for a successor CBA.
7. This Side Letter of Agreement shall be attached to the Contract as Appendix B.

Illinois Fraternal Order
of Police Labor Council

City of North Chicago
