AGREEMENT

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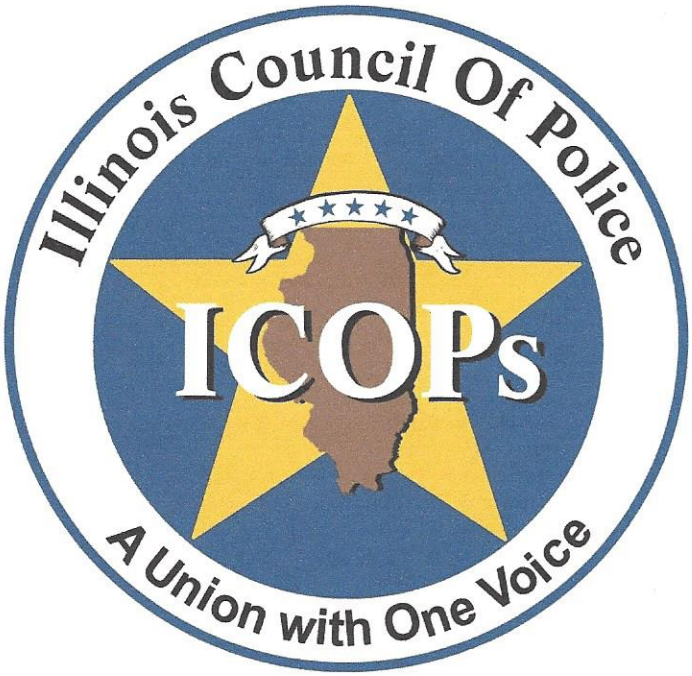

ILLINOIS COUNCIL OF POLICE

And

CITY OF NORTH CHICAGO

Patrol Officers

May 1, 2017 through April 30, 2021

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PREAMBLE

THIS AGREEMENT entered into by the CITY OF NORTH CHICAGO (hereinafter referred to as the "City" or the "Employer") and the ILLINOIS COUNCIL OF POLICE (hereinafter referred to as the "Labor Council," "ICOPs" or "Union"), is in recognition of the Union's status as the representative of the City's non-supervisory worn peace officers 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.

Therefore, inconsideration 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 sworn full-time peace officers below the rank of sergeant (except the Internal Investigator) (hereinafter referred to as "officers" or "employees"). Excluded are all other employees, including, but not limited to, Internal Investigator, all sworn peace officers of the rank of sergeant and above, all part-time or temporary employees, any employees excluded from the definition of peace officer as defined in subsection 1603(k) of the Illinois Public Labor Relations Act (as it existed on January 1, 1986), all non-Police Department employees, and all other managerial, supervisory, confidential, professional, and short-term employees, as defined by the Act (as it existed on January 1, 1986).

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. The Union shall provide to the City, in writing and on Union letterhead, a list of employee and non-employee representatives of the Union who are authorized to act on the Union's behalf in dealing with the City. Such list of representatives may be updated at any time by the Union. No individual not so authorized by the Union may act on the Union's behalf, and the City may refuse to deal with any person not so authorized.

ARTICLE II - UNION SECURITY AND RIGHTS

Section 2.1. Dues Checkoff. 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 check off authorization form, and shall forward such payment to the ILLINOIS COUNCIL OF POLICE at an address provided by the Labor Council. If a conflict exists between the check off authorization form and this Article, the terms of this Article and Agreement control.

A Union member desiring to revoke the dues check off 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 ICOPs 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 check off revocation pursuant to Section 2.1, commencing with the first full month following such revocation, pay a fair share fee to ICOPs for collective bargaining and contract administration services rendered by ICOPs 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 ICOPs. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to ICOPs with the same frequency and in the same fashion as dues payments. ICOPs shall periodically submit to the City a list of the employees covered by this Agreement who are not members of ICOPs 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. ICOPs 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. ICOPs 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 ICOPs, 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 members on the effective date of this Agreement and who thereafter become non-members.

ICOPs agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Illinois Council of Police agree to do the following:

1. 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.

2. 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.

3. 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 ICOPs 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.

Non-members 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 ICOPs. If the affected non-member and ICOPs 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 space in the locker room for the installation of a bulletin board to be provided by the Union for the posting of official Union notices of a non-political, non-inflammatory 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 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 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 in a manner which does not conflict with the specific provisions of this Agreement; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime in a manner which does not conflict with the specific 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 five (5) 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 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 normal workday may also include a paid fifteen (15) minute briefing period during the regular work shift. For the Patrol Division, the current normal work cycle shall be five (5) days, with a schedule based on five (5) days on, followed by two (2) days off, followed by five (5) days on, followed by three (3) days off repeated in succession.

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, where practicable the City will give at least forty-eight (48) hours' notice of such change to the individuals affected by such change.

Section 6.4. Overtime Pay. All hours worked in excess of eighty (80) hours in a fourteen-day work cycle shall be paid at a rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay. For purposes of this provision 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. Further, for purposes of determining an employee's regular hourly rate of pay under this Agreement, the employee's annual salary set forth in Section 14.1 shall be divided by 2080 hours.

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. The City shall grant compensatory time off in lieu of overtime payment at time and one-half (1 1/2) rate in accordance with Section 6.4 - Overtime Pay. Officers covered by this Agreement may accumulate up to one hundred and twenty (120) hours of Compensatory Time. Upon reaching one hundred and twenty 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 twenty (120) 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 twenty hours. Compensatory time shall be granted at such times and in such blocks as are mutually agreed upon between the involved employee and the Chief of Police/designee. Permission to utilize Compensatory Time shall not be denied by the Chief of Police/designee if the City Is given seventy-two (72) hours' notice. Absent of seventy-two (72) hours' notice, compensatory time can be denied if a hire back is required of the Chief of Police or separately the City has declared an emergency. Only two (2) officers may be off work on compensatory time per shift. No employee covered by this agreement shall be allowed to utilize more than

one hundred twenty (120) hours of compensatory time within one calendar year. Unused compensatory time hours may be carried over from year to year.

Section 6.6. Court Time. Employees who would otherwise be off-duty shall be paid at the overtime rate of time and one-half (1 1/2) times their regular straight-time hourly rate of pay for all hours worked when appearing in court on behalf of the City in the capacity of a commissioned officer or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked. For appearances in courts in North Chicago, an employee will be paid overtime rates for a minimum of two and one half (2 ½) hours for off-duty court time outside regularly scheduled hours in a single day or actual time spent, whichever is greater, unless the time extends to his regular work shift. For appearances in courts outside North Chicago, an employee will be paid overtime rates for a minimum of two and one half (2 ½) hours for off-duty court time outside regularly scheduled hours in a single day or actual time spent, whichever is greater, unless the time extends to his regular work shift. An employee will be required to use a squad car or other city vehicle for appearances in courts outside of North Chicago.

Any employee who is placed on "stand by" for a court appearance due to a subpoena will be compensated for one hour at time and one-half (1 ½) of their straight time pay for each "stand by" occurrence. If the employee is called from standby to appear in court, the employee shall receive the court pay minimums described above instead of (not in addition to) their standby pay.

Section 6.7. Call-Back Pay. An employee called back to work after having left work shall be paid for a minimum of two and one-half (2 1/2) 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 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. Where it will not adversely affect the job or unduly add to the time of making work assignments, the Chief or his designee will attempt to assign overtime on a reverse length of service basis among employees present and available from the shift going off-duty (and provided that, except during emergency circumstances, an employee will not be held over for more than one additional full-shift nor be required to work consecutive 16-hour tours of duty except to complete work in progress). However, volunteers will not necessarily be selected for

work in progress. Also, specific officers may be selected for special assignments based upon specific skills, ability, and experience they may possess.

Section 6.9. No Pyramiding. Compensation and/or overtime premiums shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement. Accordingly, hours paid at premium rates shall not also be counted toward meeting overtime thresholds that would cause other hours to be paid at premium rates.

Section 6.10. Shift Schedules. Rotating shift schedules established at the discretion of the Department and covering a one (1) year period shall be published by the Department, subject to change at six (6) month intervals. Any police officer may file a preference for a particular shift which shall be considered by but shall not be binding upon the Department in making semi- annual modifications in yearly shift rotations. Seniority shall be a factor in the consideration given by the Department to a shift preference filed by an officer and shall be the determining factor in the case of competing shift preferences filed by two or more officers where skills and ability are equal, and where staffing complements meet Departmental needs on all shifts. Employees will not be moved from one shift to another by the Department for the sole purpose of discipline. Employees whose shifts are changed will have the right to request of the Police Chief the principal reason(s) for the change and receive a written response to such request.

Section 6.11. Officer-in-Charge. An employee who is assigned as Officer-in-Charge for one (1) full hour or more on a shift shall receive two (2) extra hours pay at his or her regular rate of pay.

ARTICLE VII - 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, including whether a post-probationary employee has been disciplined for just cause. A post-probationary employee who has been disciplined without cause shall have the right to file a grievance on the matter and the grievance shall proceed through the grievance process up to and including arbitration.

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 appropriate Division Commander, 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. 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 Division Commander 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 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 1, or within ten (10) business days of when such answer was due. The grievance shall specifically state the basis upon which the grievant or Union 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 3: If the grievance is not settled at Step 2 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 2, 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 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 (10) business days following the meeting.

Section 7.3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 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 3, or within ten (10) business days of when such answer was due:

a) The City and Union 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 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 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. Further, and not withstanding this provision and as indicated in Section 7.4 above, only the Union has the right to appeal a grievance to arbitration.

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.

Section 8.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 8.1 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
Good Friday
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.

Any employee who works New Year's Day, Memorial Day, Independence Day, Thanksgiving, Christmas Eve, and Christmas Day, and who reports to work as scheduled, will receive an additional one hundred and sixty dollars ($160.00) in their subsequent paycheck for each of the holidays worked as scheduled. For the purpose of this paragraph, a holiday is defined to run beginning with the shift that starts at 11:00 p.m. the night before the holiday (e.g., for Christmas Eve, the holiday starts at 11:00 p.m. on December 23) and ends with the shift that ends at 10:59 p.m. on the day of the holiday (e.g., for Christmas Eve, the holiday ends at 10:59 p.m. on December 24).

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 sworn peace officer in the Police Department of the City. Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate during unauthorized absences, authorized unpaid leaves of absence other than FMLA leave or lay off. Conflicts of seniority shall be determined on the basis of the order of the officers on the Fire and Police Commission hiring list, with the officer higher on the list being the more senior.

Section 10.2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of twelve (12) months of work; except that for all new employees hired after May 1, 2002 and those hired after loss of seniority after May 1, 2002 shall be considered probationary employees until they have completed a probationary period of twelve (12) months of work following receipt of certification as a police officer and completion of the Department's field training program, not to exceed eighteen (18) total months actually worked. Time absent from duty or not served for any reason 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 officer shall have no recourse to the grievance procedure or to the Police and Fire Commission to contest such a suspension, layoff or termination.

There shall be no seniority among probationary employees. 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 upon 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 designee;

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 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. 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:

Length of Continuous Service	Working Hours Vacation Per Year
After completion of one (1) year	41 hours
After completion of two (2) years	82 hours
After completion of seven (7) years	123 hours
After completion of fifteen (15) years	164 hours
After completion of twenty-one (21) years	205 hours

Employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) 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 payday 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, each shift/watch commander shall post a schedule of days available for vacation and holiday time during the upcoming fiscal year. The employees on each shift/watch shall then select their vacation and holiday time 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) five (5) day block of vacation and holiday time at a time until

all employees have had an opportunity to schedule all full five (5) day blocks of time they so wish. The vacation periods requested pursuant to this procedure shall be submitted to the shift/watch commander for approval by April 1 of each year. The shift/watch commander shall review the requests and post a vacation schedule on or before May 1. After the vacation schedule has been established, any remaining vacation/holiday days shall be taken on a first-requested first-received basis. Requests for two or more consecutive days of vacation/holiday days must be submitted to the Division Commander no later than the first day of the month preceding the month in which the vacation days are requested to be taken. All vacation/holiday days must be requested no later than April 1 of each fiscal year or they will be lost. Whenever practical, vacation time shall be taken in year earned. Employees may carry a maximum of two (2) weeks of vacation time into the next year.

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. 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 sick leave abuse with the Union assisting in all ways possible as requested by the City.

Section 12.2. Allowance. Any employee contracting or incurring any non-service connected illness or injury may use accrued sick leave for the period of time he or she is unable to perform their duties. Additionally, an employee may use sick leave to care for a member of his or her immediate family who suffers a serious illness or injury reasonably requiring the employee to care for the member of the immediate family. 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 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 timely properly report an illness will be considered as absence without pay.

Employees absent from work due to any illness or injury for three (3) or more consecutive days of work will be required to produce a physician's certificate verifying that the employee's reported illness prevented him from working as scheduled and/or confirming that the employee is in good health and is fit to return to his normal duties. Employees will not be required to produce a doctor's certificate for a one or two day absence unless the Chief determines in his discretion that a certificate is warranted due to circumstances such as, but not limited to, the absence occurs just prior to or immediately after the employee's scheduled days off, the employee has demonstrated a documented pattern of absenteeism, and/or other suspicious circumstances (e.g., use of sick leave on days requested for time off that have been denied). Failure to timely produce a doctor's note will be considered as an absence without pay and will subject the employee to discipline as well.

Section 12.5. Medical Examination. The City may, at its discretion, without unlawful discrimination, 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, contingent that the City complies with all applicable sections of the Family Medical Leave Act (FMLA).

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. If an employee engages in personal activities during his or her normal duty hours that are inconsistent with the request for sick leave, such activities shall be considered prima facie evidence that the employee has abused sick leave benefits, and the employee shall have the burden of rebutting such presumption.

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 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. An employee who wishes to make voluntary contributions of sick time shall submit a written request to the Chief or his designee who may, in his discretion, approve or deny the request. If the Chief denies the request, he shall states his reasons for the denial in writing. The Chief s approval shall not be unreasonably withheld.

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 officer was scheduled to work that day. 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 5/17-15.

Section 13.5. Family and Medical Leave Act "FMLA") Leave. Employees covered under the federal Family and Medical Leave Act of 1993 may be eligible for up to twelve (12) unpaid weeks in the event of the birth, adoption or foster care of a child, or a serious health condition of the employee or immediate family member (as defined by the Act) requiring in- patient care or continuing treatment by a health care provider. Consequently, the parties agree that employees must provide the City thirty (30) days' notice if possible before taking such leave, or notify the City as soon as practicable. Before going on unpaid leave status for the birth, adoption or foster care of a child or for the serious health condition of a family member requiring in-patient care or continuing treatment, an employee must use accrued unused vacation, holiday leave, compensatory time and (to the extent permitted by Section 12.2) sick leave. Before going on unpaid leave status for the serious health condition of the employee, the employee is required to use (to the extent permitted by Section 12.2) accrued unused sick leave; the employee must also use any unused accrued vacation, holiday leave, and compensatory time. In the event an employee does not return to City employment after taking leave under this Section, the City may recapture the cost of any health insurance premiums paid by the City for the employee's benefit during the leave; provided that such premiums will not be recaptured where an employee takes leave for his or her own serious health condition or in other extreme circumstances.

Section 13.6. 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 recommendation of the Chief of Police and with the approval of the Mayor, 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, brother and sister in laws, or grandchildren.

Section 13.7. 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 13.8. 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 13.9. Personal Leave. Starting May 1, 2018, any employee who used no more than 8 hours of sick leave during the previous 12 months will receive two personal days on May 1 of each year. Any personal day earned must be used in the fiscal year it is earned or it will be forfeited. No compensation shall be paid for unused personal days. Personal days will be granted under the same guidelines used for holidays.

ARTICLE XIV - WAGES

Section 14.1 Base Wages. Wages and the dates upon which they are to become effective are set forth below and are retroactive to May 1, 2017, for all employees actively employed in a bargaining unit position as of the date of ratification.

Step	Description*	5/1/2017	5/1/2018	5/1/2019	5/1/2020
		2.00%	2.00%	2.25%	2.50%
1	Starting (Probationary Period)	$57,818	$58,974	$60,301	$61,808
2	After Completion of 1 year	$60,117	$61,319	$62,699	$64,266
3	After Completion of 2 years	$65,648	$66,961	$68,468	$70,180
4	After Completion of 3 years	$67,950	$69,309	$70,869	$72,641
5	After Completion of 4 years	$72,559	$74,010	$75,675	$77,567
6	After Completion of 5 years	$77,163	$78,706	$80,477	$82,489
7	After Completion of 6 years	$79,468	$81,058	$82,881	$84,953
8	After Completion of 7 years	$84,075	$85,756	$87,686	$89,878
9	After Completion of 8 years	$84,649	$86,342	$88,284	$90,492

Newly hired patrol officers shall start at Step 1 of the Wage Schedule, except that an officer with prior experience as a full-time patrol officer (or equivalent position, e.g., deputy) in another jurisdiction may, in the Chief s discretion, be placed at Steps 1, 2, or 3 of the step system. Officers may only be placed at Step 2 if they have two or more completed years of experience in a similar police department, and they may only be placed at Step 3 if they have three or more completed years of experience in a similar police department.

The parties acknowledge that the Wage Schedule in this section includes wage compression so that officers will reach the top base pay level after completing 8 years of service, whereas under the agreement expiring on April 30, 2013, officers would only reach the top base pay level after completing 16 years of service. This wage compression was introduced at the Union's request during negotiations. As such, the Union agrees and acknowledges that it will face a greater burden of proof, as is normally associated with a breakthrough contract proposal, if it seeks to add additional steps or longevity pay in any future agreement.

In addition to the wages specified in the contract, the base pay of bilingual officers who have demonstrated proficiency in speaking both Spanish and English will be increased by $500.00. Spanish proficiency shall be demonstrated by passing a third-party test designated by the City.

Any employee assigned to investigations will receive a fifteen hundred dollar ($1,500.00) stipend in the first pay period of each fiscal year of the contract in lieu of on-call pay.

Section 14.2 Longevity Pay. Any employee who has completed the below listed years of service with the North Chicago Police Department will receive the following bonuses:

- Completion of 10 years of service - $250.00 lump sum not added to the Officer's base rate of pay
- No longevity pay will be awarded on the completion of 11, 12, 13, or 14 years of service.
- Completion of 15 years of service – $250.00 lump sum not added to the Officer's base rate of pay.
- No longevity pay will be awarded on the completion of 16, 17, 18, or 19 years of service.
- Beginning with the completion of 20 years of service – additional $1,000.00 added to the Officer's base rate of pay by increasing hourly rate of pay by $1,000.00/2080 hours = $0.4808 per hour).

During the initial year of this contract only (May 1, 2017 to April 30, 2018), any employee who has completed at least 10 but less than 20 years of service will receive the $250 longevity payment upon contract ratification, even if their years of service would not normally qualify them for such a payment (i.e., the officer has 11-14, or 16-19 years of service). No officer shall receive more than one longevity payment. Officers with 20 or more years of service shall receive the $1,000 longevity added to their base pay retroactive to either May 1, 2017, or their 20th anniversary date if it fell after May 1.

ARTICLE XV - UNIFORM ALLOWANCE

Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall be issued same, as necessary, but shall be required to clean and maintain such items properly and will be responsible for their return in good condition, less normal depreciation and destruction in the course of employment. A clothing allowance of $900.00 per year will be paid to each plain clothes detective per year, payable in the first pay period of the fiscal year.

In addition, the City will reimburse bargaining unit members for the replacement of eyeglasses, watches or clothing damages while in the course of duty in an amount not to exceed three hundred dollars ($300.00) effective May 1, 2006 per employee in any one year, so long as such damage was not caused through any fault of the employee. In the instance an employee's personal property damaged exceeds $300.00, it is subject to being reimbursed at the discretion of the Chief if the employee has a valid receipt and the personal property is necessary to perform the employee's duties.

ARTICLE XVI – INSURANCE

Section 16.1. Coverage. The City will use every reasonable effort to provide to provide to non-retired employees and their dependents reasonable 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 and will not result in a substantial (10% or more) increase in premium costs. If the City cannot obtain such insurance, without such substantial (10% or more) increase in premium costs, the City will make every reasonable effort to obtain such closely similar insurance with a reputable insurance carrier, as will reasonably balance insurance benefit levels and premium costs.

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 dependents 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 who are at least 50 years of age and less than 65 years of age, and their dependents who are under the age of 65, can remain as participants in the City's health insurance plan, so long as the terms of that plan to continue to permit such participation as required by law.

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 (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. The City will provide a copy of insurance components to each member of the bargaining unit by September 30th of each contract year.

Section 16.2. 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.

If the City will be required to pay an excise tax for high-cost coverage ("Cadillac Tax") under the federal Affordable Care Act, then the City may request to reopen negotiations regarding this Section 16.2. If the City requests to reopen negotiations regarding the Cadillac

then the Union may request to reopen negotiations regarding any one additional item in the collective bargaining agreement. The scope of such negotiations shall be limited to Section 16.2 and the one section identified by the Union, if any. Such reopener negotiations shall be subject to impasse resolution under Section 14 of the Illinois Labor Relations Act. The City and the Union agree to use the Expedited Arbitration Procedure described in Appendix A of the Agreement should the above negotiations proceed to Interest Arbitration.

Section 16.3. Life Insurance. The City shall provide, at no cost to the employee, life insurance coverage in the $25,000.00 coverage for all employees.

Section 16.4. 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 16.5. 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 coverage at a reasonable cost to the City and the officers 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. Application of Agreement to MEG Unit and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, officers who are assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, and officers assigned to perform law enforcement functions under the partial direction of another governmental entity (such as school liaison officers), shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures, and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures, and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article VI of this Agreement. Wages, insurance and other direct economic benefits shall continue to be governed by the terms of this Agreement.

Section 17.4. 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 XXIII 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, unless interest arbitration is invoked as provided in Section 14 of the IPLRA, in which event the City will maintain the status quo as required by Section 14 (1) of the Act.

Section 17.5. 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.

In order to maintain peak efficiency in the Police Department, to best protect the public and most fully reduce insurance costs and risks, the parties agree that employees covered by this Agreement shall annually take, and pass within a mutually agreed upon time, physical fitness tests mutually negotiated between the parties to this Agreement. Any bargaining impasse over physical fitness tests shall be deferred to the negotiations for a successor. Unless the parties mutually agree to the contrary, physical fitness standards for newly hired employees shall not be applicable to employees hired before September 1, 1991. This physical fitness requirement may be modified, altered, or waived only upon mutual agreement of the parties.

Employees failing to meet negotiated physical fitness standards may be subject to progressive discipline, up to and including discharge, for failure to meet the physical fitness requirements, provided, however, that such disciplinary policies shall be negotiated at the same time the parties negotiate the actual physical fitness standards and tests.

Section 17.6. Drug and Alcohol Testing. In order to help provide a safe work environment and to protect the public by insuring that police officers have the physical stamina and emotional stability to perform their assigned duties, the City may require employees 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. If an employee tests positive in any such random test, the employee shall be required to seek assistance through the City's Employee Assistance Program (EAP), and will be subject to disciplinary action up to and including discharge for refusing to do so or failing to follow the prescribed treatment plan. If the same employee tests positive a second time, the test results shall be submitted to the Police Chief for disciplinary action up to and including discharge. Drug and alcohol testing may also be required where there is reasonable suspicion for such testing. If an employee tests positive in any such reasonable suspicion 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 (except when authorized in the line of duty), 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 (except when authorized in the line of duty), or being under

the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .01%), shall be cause for discipline, including termination. 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, how much they have been drinking, the period of time since he or she last drank, and any other circumstances that may render them 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 officer's interests, except reassignment for a reasonable time to restricted duties if he is deemed unfit for duty in his current assignment. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program), but may be subject to more extensive random 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, or an Arbitrator from considering, that there should be treatment in lieu of discipline in any disciplinary proceeding involving alcohol or drug use.

Section 17.7. Outside Employment. Employees shall not be employed by employers other than the City, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without 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 provided by the City. Such application shall be approved or denied within ten (10) working days after submission. Written approval will not be unreasonably withheld where the proposed employment will not present a conflict of interest or infringe on the employee's ability to do his job for the City. If outside employment, including self-employment, has previously been approved or permitted by the City, and if it later appears that such outside employment, including self-employment, is resulting in a conflict of interest or is infringing on the ability of the employee to do their job for the City, prior approval for such outside employment may be revoked, provided that the employee involved shall receive at least ten (10) working days advance notice in writing of such

revocation and be granted a reasonable opportunity to discuss such decision with the proper City authorities.

Section 17.8. Bill of Rights. The Uniform Peace Officers Disciplinary Act (the "Bill of Rights"), as set forth in 50 ILCS 725/l et seq., is incorporated herein by reference, and any alleged violation of said Bill of Rights may be grieved under the provisions of Section 7.2 of this Agreement, but shall not be subject to arbitration under Section 7.3 of this Agreement.

Nothing in this section is intended to or should be construed to waive employees' right to Union representation during questioning that the employees reasonably believe may lead to discipline. Employees shall have such rights as set forth in the United States Supreme Court decision in *NLRB v. Weingarten*, 420 U.S. 251 (1975) and Department of Central Management Services and Corrections (Morgan) decision 1 PERI par. 2020 (ISLRB, 1986).

At the employee's request, an ICOP Field Representative or Attorney will be allowed to attend any interrogation which may lead to discipline of the employee. The employee may not delay the interrogation by insisting on any particular ICOP Field Representative or Attorney. It is not the intent of the parties to convert such meetings into adversarial proceedings. The role of the ICOP representative or attorney is to assist the employee; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The City retains the right to insist on hearing the employee's own account of the matter(s) under investigation uninterrupted by the ICOP representative or attorney. The provisions of this paragraph do not apply to meetings at which discipline is simply to be administered.

Section 17.9. Inspection of Personnel Files. The official personnel files for all employees will be maintained in the City's Department of Human Resources. The Police Chief or his designee may also maintain files of ongoing investigations which are not subject to disclosure under this Section or otherwise. The contents of files of ongoing investigations shall only be made part of the personnel file upon completion of the investigation, which shall be made in a reasonably timely manner and the results of which will be shared with the employee at the time of the conclusion. 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/l , 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 in which they are maintained.

The parties agree that the sensitive nature of police officers' personnel files can directly affect the safety of the officer and his family. To that end, access to such files shall be limited to the Mayor, Chief of Police, Deputy Chief of Police, the City Administrator, the Director of Human Resources, and the Human Resources Assistant for Personnel Matters. In any event,

officers shall be notified within a timely and reasonable amount of time regarding requests by others for review of their files, and the nature of such review. Release of information shall not be made available to the media or general public at any time without the officer's express, written consent in advance of such release.

Section 17.10. Retention of Disciplinary Records. For the purpose of employment reference checks and promotion, upon the employees' request, any record of a verbal reprimand or written reprimand shall be removed from the employee's personnel file after a period of one (1) year. Upon the employee's request, any record of a disciplinary action greater than a written reprimand, but less than or equal to a three (3) calendar day suspension, shall be removed from the employee's personnel file after a period of two (2) years, provided that no other suspension is given for any particular offense during that two (2) year period. At the discretion of the Chief, any verbal reprimand, written reprimand, or suspension may be removed from an employee's personnel file.

The City's Human Resources Department may maintain a separate disciplinary file containing any and all records of discipline removed from an employee's file pursuant to the above paragraph. The materials in such file may only be used in regard to further discipline of the employee or to defend against any legal action threatened or brought against the City by any person or party.

Section 17.11. Inoculation and Immunization. The City agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family who reside with the employee, when such becomes necessary where said employee has been exposed to a contagious disease in the line of duty.

Section 17.12. Training. A four-person Training Committee, comprised of equal numbers of representatives of the City and the Union... shall be established to gather information on, make recommendations concerning, and establish internal communications, methods and procedures regarding training opportunities for police officers. The City agrees to give serious consideration to committee recommendations regarding additional training needs and opportunities.

Section 17.13. Pager/Cell Phone Policy. Employees who are required to carry a pager/cell phone and/or be on call during off duty hours in connection with their duties as police officers or in connection with special assignments shall receive notice from the Employer, in writing, when they are placed on call and expected to respond during off duty hours.

While placed on call, each employee will be required to respond by telephone to all pages/cell phone calls within fifteen (15) minutes of receiving a page/cell phone call and in person within forty-five (45) minutes of the page/cell phone call if required to do so.

The Employer recognizes that from time to time an employee may have personal obligations which would make it difficult for him or her to meet his or her on call obligations. Accordingly, the parties agree that cases where discipline is assessed when an employee fails to respond to a page/cell phone call, the discipline shall be subject to the just cause provisions of the collective bargaining agreement and may be grieved.

Employees shall be responsible for the safekeeping of pagers/cell phones assigned to them and shall keep such devices in working order.

Section 17.14. Training and Tuition Reimbursement Agreements. The City agrees that non-probationary officers may apply to be reimbursed for up to one college or graduate-level class per semester (or per quarter if the educational institution is on a quarter system). The City shall reimburse the officer for the cost of the class, up to 150% of the in-district, per-credit-hour tuition rate charged by the College of Lake County ("CLC") in effect at that time. Costs in excess of the per-credit-hour tuition rate charged by CLC shall be the sole responsibility of the officer.

In order to qualify for tuition reimbursement the class must be job-related, as determined by the Chief of Police in his sole discretion. Employees must apply in advance to determine whether the class will qualify for tuition reimbursement.

To receive reimbursement, employees must receive a grade of "C" or better. Classes taken on a Pass/Fail basis do not qualify for tuition reimbursement. Proof that the employee received a "C" or better must be submitted in order to receive reimbursement.

The City may institute a reimbursement plan, to recoup reasonable training and tuition costs, if an officer voluntarily leaves City employment within three (3) years of hire. Additionally, the City may institute a reimbursement plan to recoup voluntary tuition costs for which the City has paid, in accordance with City policy and as may change from time to time, if an officer leaves City employment within three (3) years of having sought and received tuition reimbursement from the City.

Section 17.15. Non-Discrimination. Consistent with federal and state laws, the City will not discriminate with respect to any terms or conditions of employment on the basis of sex, race, religion, age, disability unrelated to the ability to perform the essential functions of the position, or any other classification protected by federal or state law. Any claimed violation of this provision may be grieved only to Step 1 of the Grievance Procedure contained in Article VII of this Agreement; any further recourse shall be exclusively through the appropriate federal or state agencies.

Section 17.16. Residency. Employees must live within thirty-five (35) air miles of Fire Stations #1 or #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 thirty-five (35) air miles. Probationary employees will receive the full eighteen (18) months in which to comply with the residency requirements.

Section 17.17. Imposition and Review of Discipline. The Chief of Police is hereby granted authority directly or through his designee(s) to impose discipline upon sworn members of the Police Department who are 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 or his designee(s). Probationary employees may be disciplined without cause and without review either under the grievance procedure or by the City of North Chicago Board of Fire and Police Commissioners.

Any discipline imposed upon post-probationary employees by the Chief or his designee(s) is subject to review only under the grievance procedure of this Agreement, including under Section 7.3, Arbitration. The parties specifically agree that all employees covered by this Agreement "waive" and shall no longer possess any right to have any discipline which is imposed upon them reviewed by the City of North Chicago Board of Fire and Police Commissioners.

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 meet and confer discussions. 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 - CANINE OFFICER

Section 19.1. Canine Officer Hours and Compensation. In recognition that canine officer(s) must train, exercise and care for the assigned canine(s) during unscheduled, "off-

duty" hours, the canine officer(s) may be scheduled to leave work one hour early without loss of compensation. If City cannot allow the canine officer to leave early due to the needs of the Department as determined by the Chief or his designee, the canine officer shall receive an extra one hour of pay at the overtime rate of pay in lieu of leaving work early.

If the canine officer is on a continuous FMLA leave, the canine officer shall return the dog to the City for care and training, and the officer shall not receive any canine compensation. If the canine officer is granted an intermittent FMLA leave, the City, the officer, and the Union shall consult on appropriate arrangements for care and training of the canine and compensation related to such. Absent voluntary agreement prior to the start of the intermittent FMLA leave, the default rule for the safe upkeep and proper training of the canine shall be that the canine is returned to the City and the officer shall not receive any compensation until the canine can be returned to him.

Time spent in mandatory training, responding to calls, attending public education events, and similar mandatory after-hours work responsibilities shall be paid on the same basis as overtime assignments for any other officer.

K-9 officers shall be compensated for any training/maintenance they do with the dog that exceeds 10 hours in a 15-day work cycle (i.e. 5-on, 2-off, 5-on, 3-off). K-9 Officers will be compensated at their overtime rate for off duty hours worked with the K-9 dogs in excess of 10 hours in a 15-day cycle. K-9 Officers shall keep an accurate log sheet for all training and maintenance K-9 Officers complete with the K-9 dog. K-9 Officers will turn in their time sheet on a weekly basis when and if the K-9 Officer is requesting compensation for any training or maintenance.

Section 19.2. Employer Responsibility. The City will be responsible for any and all necessary purchases of food, equipment, other supplies, medical care, and boarding expenses related to the care and training of the canine units. Any question as to appropriateness of any non-emergency expenses should be directed to the Chief of Police.

Section 19.3. Retirement of Canine Unit. Any canine required to retire shall be offered first for sale to the existing canine officer, then to any officer and finally, to any retired officer who expresses an interest in purchasing the canine for a reasonable amount. The sale of the canine shall not be subject to review under the grievance procedure.

ARTICLE XX - IMPASSE RESOLUTION

Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended 5 ILCS 315/14 with the following exceptions:

1. The arbitrator shall be selected in accordance with the selection procedure set forth in Section 7.3(a) of this Agreement;
2. The parties shall simultaneously exchange final offers on each issue legitimately in dispute at least seven (7) calendar days prior to the first day of the interest arbitration hearing;
3. The arbitration panel must adopt one party's final offer as to all wage increases (i.e., increases reflected on the wage schedule set forth at Appendix A) for the duration of the contract; and
4. If the parties are at impasse on the issue of duration, the parties may submit alternative wage offers for each proposed duration.

ARTICLE XXI - BOARD OF FIRE AND POLICE COMMISSIONERS

The parties recognize that the Board of Fire and Police Commissioners of the City of North Chicago has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners, except that all discipline is subject exclusively to the grievance process, as described in Sections 7.I and 17.17 of this Agreement.

ARTICLE XXII - SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

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 XXIII - 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, unless expressly stated in the Agreement.

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

ARTICLE XXIV – DURATION

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, 2021. 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.
Executed on this 20th day of November, 2017.

CITY OF NORTH CHICAGO:

Leon Rockingham, Jr.

ILLINOIS COUNCIL OF POLICE

Norm Frese, President

APPENDIX A – MEMORANDUM OF UNDERSTANDING REGARDING PERFORMANCE STANDARDS FOR OFFICERS

The following are standards that officers assigned to the patrol division will be held to during their tour of duty. This ensures that officers are actively working during their tour of duty, show productivity, and increase police officer visibility within the community.

I. Definitions:

A "contact" shall be defined as anything an officer does within his tour of duty that generates a police CAD service number. "Contacts" will be counted in the following ways:

- Business checks
- House checks
- Street stops on subjects
- Foot patrol
- Any self-initiated non-traffic person contact

A "vehicle/traffic contact" shall be defined as anything an officer does within his tour of duty, which includes a motor vehicle and generates a police CAD service number. "Vehicle/traffic contacts" will be counted in the following ways:

- Suspicious vehicle stops
- Traffic stops
- Parking citations
- Any self-initiated traffic contact

II. Performance Standards:

During an officer's tour of duty the officers shall be responsible for making a minimum of one (1) traffic contact per shift (this will not apply when the officer is working overtime or has been held-over for an additional shift), or twenty (20) traffic contacts within a working month. The number of contacts shall be prorated if the officer works less than 20 shifts in the month due to approved absences, training assignments, etc.

Officers shall also make at least one (1) non-traffic contact as described above per shift, or forty (20) non-traffic contacts within a working month, being a "contact" and "vehicle/traffic contact." The number of contacts shall be prorated if the officer works less than 20 shifts in the month due to approved absences, training assignments, etc.

Officers shall be responsible for listing the number of contacts they made during their tour of duty on the daily "stat" sheet.

Shift C/O's shall be responsible for documenting the number of contacts each officer has for each month. A copy of the documented contacts that an officer has shall be provided at the end of each

month to both the officer and Chief's office, and shall be kept for a period of no less than 1 year.

In the event that an officer has not met his minimum "Contact" requirements for the month, progressive discipline shall be as follows:

1st offense - verbal warning
2nd offense – written warning
3rd offense – up to one-day suspension at the discretion of the Patrol Division Commander or his designee
4th offense and more – up to a three-day suspension at the discretion of the Patrol Division Commander or his designee

III. On a non-precedential basis, under the shift performance standards guidelines, any disciplinary measures under these guidelines will not be considered grounds for termination, or used against the officer in combination with any other disciplinary actions the officer may have against them.

All disciplinary actions taken under these guidelines shall be placed into the officer's personnel files and will be subject to the expungement standards set forth in Section 17.10 of the bargaining agreement.

DATE: 11/20/2017

CITY OF NORTH CHICAGO:

ILLINOIS COUNCIL OF POLICE:

APPENDIX B - EXPEDITED ARBITRATION

The City of North Chicago (hereinafter referred to as the "City") and the Illinois Council of Police (hereinafter referred to as the "Union") agree as follows:

The parties agree to the following expedited arbitration procedure if the City decides to invoke the reopener clause of Article XVI regarding the Affordable Care Act. This process shall be used only for after invocation and the subsequent Interest Arbitration to decide the insurance reopener and the one issue chosen by the Union, and not for any other bargaining regarding this Agreement:

Thee parties shall attempt to agree upon an arbitrator within ten (10) business days after the City notifies the Union in writing of it's intent to invoke the reopener clause and the Union's notice to negotiate one item of it's choosing. In the event the parties are unable to agree upon the arbitrator within said ten (10) business day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted within five (5) business days of receipt of the rejected panel of arbitrators. The striking order shall be determined by a coin flip, with the winner striking first. The person remaining shall be the arbitrator.

The Arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Labor Council and City representatives, provided that the hearing shall be held within thirty days from the selection of the Arbitrator. The City and the Labor Council shall have the right to request the Arbitrator to require the presence of witnesses or documents. The Employer and the Labor Council retain the right to employ legal counsel. Both parties will have no more than three (3) hours to present their positions and no pre or post hearing briefs will be submitted by either party, but the parties may present oral closing arguments, which will shall count towards the three hour time limitation. The Arbitrator is authorized to render their decision immediately to the parties or shall submit their decision in writing within fourteen (14) calendar days following the close of the hearing.

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 Labor Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from any of the provisions of this Labor Agreement which are not submitted to him by the parties. Any decision or award of the Arbitrator shall be final and binding upon the City, the Labor Council and the Employees covered by this Agreement.

APPENDIX C – SIDE LETTER OF AGREEMENT REGARDING TRAINING REQUIREMENTS

The parties hereby agree on the following career development program for all patrol officers covered by the collective bargaining agreement.

The City shall provide the following training curriculum for all officers:
Upon hire: Field Training Program and Probationary Period.

- 18-24 months after completion of field training and probation: Breath Operator training.
- 12 months after completion of Breath Operator training: Juvenile Officer training.
- 12 months after completion of Juvenile Officer training: Evidence Technician training.
- 12 months after completion of Evidence Technician training: Gang Investigations
- 24 months after completion of Gang Investigations training: Basic Investigations training
- 24 months after completion of Basic Investigations training: Reid Interviews and Interrogations

In addition to the training curriculum referenced above a non-probationary officer may submit a request for one of the following supplemental training classes once every two years:

Firearms Instructor
Motorcycle
Drug Enforcement
Traffic Enforcement
Less Lethal
Tactical Officer
Field Training Officer
Accident Investigation
K-9
Gang Officer
Bicycle
Truck Enforcement
Advanced Evidence Technician

An officer who wishes to submit a request for supplemental training shall submit his top three preferences for supplemental training. The Chief of Police shall have the discretion to determine which supplemental class the officer will attend, provided however that an officer's top choice shall not be unreasonably denied.

The parties agree that this career training program may be altered by the Training Committee, provided that three out of four members of the Committee agree to the proposed change.

APPENDIX D – LETTER OF UNDERSTANDING
REGARDING OFFICER JAMES RAMIREZ

The City of North Chicago ("City") and the Illinois Council of Police ("ICOPs") agree that in light of Officer James Ramirez's prior experience as a patrol officer with the City of Chicago, and in light of his demonstrated proficiency as a patrol officer, Officer Ramirez shall be advanced to Step 3 of the Wage Schedule in Appendix A-1 of the agreement. Officer Ramirez will advance to Step 3 upon ratification by both parties of the 2013-2017 collective bargaining agreement between the City. This agreement shall not be retroactive to any time before ratification by both parties.

Officer Ramirez shall be eligible to advance to Step 4 of the Wage Schedule on his next anniversary date.

CITY OF NORTH CHICAGO:

Date: 11|20|2017

ILLINOIS COUNCIL OF POLICE: