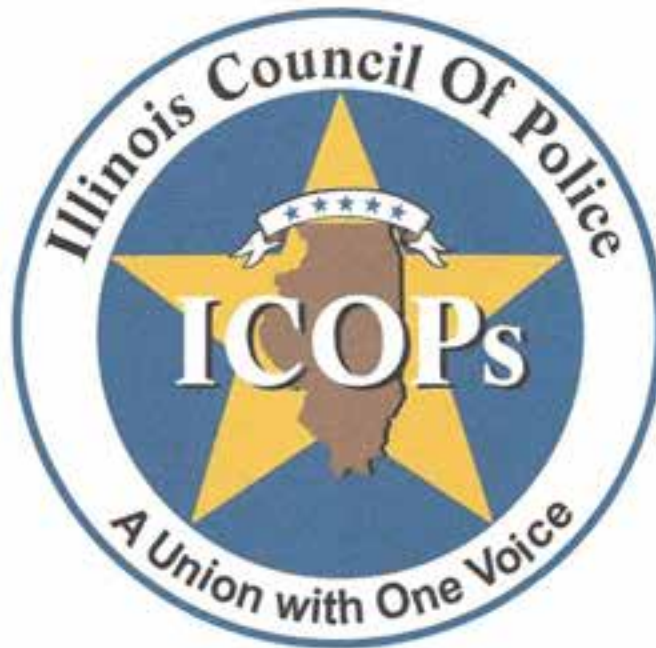


# **AGREEMENT**



**Between**

**Illinois Council of Police**

**and**

**City of Highland Park, Illinois**

**Covering Highland Park Patrol Officers**

**January 1, 2019 through December 31, 2020**

**AGREEMENT**  
**between**  
**THE CITY OF HIGHLAND PARK, ILLINOIS**  
**and**  
**ILLINOIS COUNCIL OF POLICE**

**January 1, 2019 – December 31, 2020**

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## AGREEMENT

This Agreement is made and entered into by and between the City of Highland Park (hereinafter referred to as the "City") and Illinois Council of Police (ICOP) (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

### **ARTICLE I RECOGNITION AND REPRESENTATION**

Section 1.1    Representative Unit.    The City recognizes the Union as the sole and exclusive bargaining representative for all sworn full time peace officers (hereinafter referred to as "officers" or "employees"), but excluding all sworn peace officers in the rank of sergeant and above, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act; supervisory, managerial or confidential employees as defined by the Act; and all persons excluded from coverage under the Act.

Section 1.2    Probationary Officers.    Probationary officers are covered by the terms of this contract; however, the parties recognize that probationary officers can be fired without cause. Discharged probationary officers may pursue any remedies which are available to them under law. The probationary period is twelve (12) months from the date of hire, provided

however, that the City shall have the right to extend this period for up to an additional six (6) months subject to advance notice to the Union.

## **ARTICLE II DUES DEDUCTION AND FAIR SHARE**

Section 2.1 Dues Checkoff. With respect to any police officer from whom the City receives individual written authorization, signed by the officer, in a form agreed upon by the Union and the City, the City shall deduct from the wages of the officer the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union.

The Union agrees to give the City at least thirty (30) calendar days' notice in writing of any change in the amount of the regular dues to be deducted. The Union further agrees that it will not submit written notification of a change in the amount of the regular dues to be deducted more than once within any twelve (12) month period of time.

Section 2.2 Indemnification. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the City for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved police officer.

## **ARTICLE III MANAGEMENT RIGHTS**

Section 3.1 Management Rights. Except as specifically limited by the express written provisions of this Agreement and applicable laws, 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 but not limited to the following: to plan, direct, control and determine the



budget and all the operations, services and missions of the City; to supervise and direct the work force; to establish the qualifications for employment; to maintain a capable and efficient police force; to establish specialty positions and select personnel to fill them; to establish work and productivity standards and from time to time to change those standards; to assign overtime, to institute drug and alcohol testing; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce rules, regulations, orders, policies and procedures; to evaluate employees; to require the physical and mental fitness of employees; to discipline, to suspend, and discharge employees; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours; to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency, riots, civil disorders, tornado conditions, floods, etc., as may be declared by the Mayor, the City Manager, Police Chief or their authorized designees; and to generally carry out the mission of the City.

#### **ARTICLE IV CONTINUITY OF OPERATION**

Section 4.1 No Strike. The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the City's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 4.2 Union's Responsibility. Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) Publicly disavow such action by the employees or other persons involved.
- (b) Advise the employer in writing that such action has not been caused or sanctioned by the Union.
- (c) Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately.
- (d) Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the City to accomplish this end.

Section 4.3 Discharge of Violators. The City shall have the right to file charges seeking discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union on their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in an action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the City may not be disturbed.

Section 4.4 No Lockout. The City agrees that it will not lockout its employees during the term of this Agreement or any extension thereof.

Section 4.5 Reservation of Rights. In the event of any violation of this Article by the Union or the City, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance provided in this Agreement be first exhausted.

## **ARTICLE V GRIEVANCE PROCEDURE**

Section 5.1 Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union, against the City involving the meaning, interpretation, or application of this Agreement.

Section 5.2 Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

**STEP 1:** Any Employee who has a grievance shall submit the grievance in writing to the employee's immediate on-duty supervisor of the rank of sergeant or higher, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of facts, the provision or provisions of this Agreement which are alleged to

have been violated, and the relief requested. Preparation of these written materials shall not be done during the employee's hours of work. All grievances must be presented no later than seven (7) calendar days from the event giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Deputy Police Chief within seven (7) calendar days after receipt of the City's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes that the grievance was improperly denied at the previous step in the grievance procedure. Preparation of these written materials shall not be done during the employee's hours of work. The Deputy Police Chief shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Deputy Police Chief, shall provide a written answer to the grievant and the Union within seven (7) calendar days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Police Chief within seven (7) calendar days after receipt of the City's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes that the grievance was improperly denied at the previous step in the grievance procedure. Preparation of these written materials shall not be done during the employee's hours of work. The Police Chief, or the Police Chief's designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief, or the Police Chief's designee, shall provide a written answer to the grievant and the Union within seven (7) calendar days following their meeting.

STEP 4: If the grievance is not settled at Step 3 and the Union desires to appeal, it shall be referred by the Union in writing to the City Manager within seven (7) calendar days after receipt of the City's answer at Step 3. Thereafter, the City Manager or the City Manager's designee and the Police Chief or other appropriate individual(s) as desired by the City Manager (not to exceed three (3)) shall meet with the grievant and a Union representative and other appropriate individuals as desired by the Union representative (not to exceed three (3)) within seven (7) calendar days of receipt of the Union's appeal. If no agreement is reached, the City Manager or the City Manager's designee shall submit a written answer to the grievant and Union within seven (7) calendar days following the meeting.

STEP 5: Arbitration. If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, it may refer the grievance to arbitration, as described below, within thirty (30) calendar days of receipt of the City's written answer as provided to the Union at Step 4.

(a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation and Conciliation Service ("FMCS") for a panel of five (5) arbitrators from which the parties shall select a neutral arbitrator. In the event that the City representative does not sign and submit said request to FMCS or return it to the Union fully signed within ten (10) calendar days after receipt by the City representative, the Union may file a request that is consistent with the provisions of this subsection with the FMCS signed only by it with notice to the City. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside within a radius of 100 miles of the City of Chicago. Both the City and the Union shall each have the right to reject one (1) panel in its entirety, on written notice to the other, within seven (7) calendar days of its receipt and request that a new panel be submitted. The City and the Union shall have the right alternately to strike names from the panel. One (1) party shall strike a name, the other party shall then strike a name, and this procedure shall continue until one (1) name remains. The person remaining shall be the arbitrator. The parties shall alternate striking the first name, with the Union striking first in the first grievance arbitration, and the City striking on the next grievance arbitration and so on thereafter during the collective bargaining relationship between the parties.

(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 arbitrator shall endeavor to 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.

(d) More than one (1) grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(e) The fees and expenses of the arbitrator and the cost of a written transcript 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 5.3 Limitations of 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 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 or issues reasonably raised by the grievance as initially submitted. The arbitrator shall have no authority to make a decision on any issue or issues not so reasonably raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with applicable laws. Any decision or award of the arbitrator rendered within the limitations of this Section 5 shall be final and binding upon the City, the Union and the employees covered by this Agreement.

Section 5.4 Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within the time limits set forth in Step 1.

If a grievance is not presented by the employee or by the Union (as defined above) within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee or the Union, whichever is applicable, may elect to treat the grievance as denied at the

step and, within fifteen (15) calendar days after the City's answer was due, 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 5.5 Bypassing Steps. The parties may by mutual agreement in writing agree to bypass one (1) or more steps of the grievance procedure. Any grievance filed by the Union shall be initiated at Step 2.

Section 5.6 Disciplinary Grievances.

(a) The parties agree that an employee has the right to contest any discipline given by the City, which shall only be given for just cause. Employees may elect to have the merits of their discipline reviewed through the grievance procedures set forth herein, including final and binding arbitration, or through the statutory procedures administered by the City Board of Fire and Police Commissioners, to the extent allowable under the Commission's Rules. The intent of the parties is that any such election shall be binding on the parties and the employees.

(b) Upon receipt by the employee of a notice of disciplinary action by the Chief or of charges filed against the employee before the Commission, the employee may file a grievance concerning the discipline within seven (7) calendar days after the employee receives notice of such disciplinary action or charges. If the employee files a grievance, the grievance will be immediately advanced to Step 3 of the grievance procedure. The employee must make a final and binding election of forum, by execution of the waiver form attached hereto as Appendix A, within ten (10) calendar days of receipt of the City Manager's Step 4 response to the grievance. Should the employee fail to make a timely election, the employee will be deemed to have elected to proceed before the Commission.

(c) If the employee elects to proceed through the grievance procedure, the Chief may issue whatever disciplinary action he deems warranted up to and including termination, subject to review under the grievance procedure.

## **ARTICLE VI SENIORITY**

### Section 6.1    Definition of Seniority.

(a) Seniority shall be defined as an employee's length of full-time continuous service as a police officer in the Highland Park Police Department, calculated from the most recent date of hire.

(b) In the event that two (2) or more officers have the same seniority date, seniority shall be determined by the officer's placement on the City Board of Fire and Police Commission's eligibility list.

(c) City employees who become police officers shall be afforded seniority credit only for the purpose of computing years of service for vacation credit.

(d) Except for vacation purposes, probationary employees shall have no seniority rights. If an employee satisfactorily completes the probationary period, his/her seniority shall be the date of original employment.

### Section 6.2    Loss of Seniority. Seniority shall be lost if any of the following occurs:

- (a) The employee resigns or quits;
- (b) The employee retires;
- (c) The employee is discharged or permanently removed from the payroll, and the separation is not reversed;
- (d) The employee does not return to work at the expiration of a leave of absence;



(e) The employee is absent for three (3) consecutive scheduled workdays without authorization; or

(f) The employee does not return to work when recalled from layoff.

Section 6.3 Application of Seniority. Seniority shall be considered for the following:

(a) Vacation preference, provided that detectives and officers shall be treated as separate job classifications for purposes of vacation selection; and

(b) Layoffs as specified in the Illinois Compiled Statutes.

Section 6.4 Layoffs and Recall. Should the City determine that it is necessary to decrease the number of employees in the bargaining unit, it will lay off employees in the order of inverse seniority in accordance with the provisions set forth in the Illinois Compiled Statutes. Where practicable, affected employees and the Union will be given notice of contemplated layoffs at least two (2) weeks prior to the effective date of the layoff(s).

Section 6.5 Right of Recall. Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled in the inverse order of layoff, provided the officer is fully qualified to perform the work to which he is recalled without further training and provided he meets the minimum fitness requirements for an entry level officer.

Section 6.6 Notice of Recall. Officers who are eligible for recall shall be given ten (10) calendar days' notice of recall, which shall be sent to the officer by certified or registered mail, return receipt requested, with a copy to the Union. The officer must notify the Police Chief or his designee of his intention to return to work within five (5) calendar days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the officer. It shall be the obligation and responsibility of the officer to provide the

Police Chief or his designee with his latest mailing address. If an officer fails to timely respond to a recall notice by return mail or in person, his name shall be removed from the recall list. Laid off employees shall have recall rights for a period of one (1) year.

Section 6.7 Seniority List. As soon as practicable after the signing of this Agreement, the City will furnish the Union a list showing the name, job title and last hiring date of each employee in the bargaining unit, and whether the employee is entitled to seniority or not. The City shall also post the seniority list.

Within thirty (30) calendar days after the date of posting, an employee must notify the City of any alleged errors in the list or it will be considered binding on the employee and the Union from that time forth. When changes or additions to those lists become necessary, the City will provide notification to the Union of such changes or additions. A revised seniority list will be posted once a year. After such posting, an employee must notify the City of any alleged errors within thirty (30) calendar days, or the information in the list shall be considered forever binding on the employee and the Union.

## **ARTICLE VII DISCIPLINE**

Section 7.1 Notification and Review. Except for oral or written reprimands and except for discipline which the Chief or his designee believes must be administered promptly, prior to taking any final disciplinary action and prior to concluding its investigation, the City shall inform the employee of the contemplated measure of discipline to be imposed and the basis for such contemplated discipline including relevant documents, witnesses and other information necessary for the employee to meaningfully respond.

The employee shall be entitled to a Union representative at all disciplinary investigations, meetings and interviews which the employee reasonably believes could result in discipline and

shall be given the opportunity to rebut in writing the reasons for any contemplated discipline within a reasonable time after receiving notice thereof.

Section 7.2 Confidentiality/Non-Disclosure. Neither the City nor the employee shall supply a photograph or furnish to the media or otherwise make public any information concerning an employee under investigation, prior to a conviction for a criminal offense or prior to a final decision being rendered in connection with the dismissal of an employee, except as otherwise may be required by law.

Section 7.3 Personnel Files. Employees shall be entitled to inspect their personnel files in accordance with the provisions of the Personnel Record Review Act. The City shall maintain one (1) official personnel file for each employee. Upon reasonable request, an employee shall have the right to review the non-confidential documents in his personnel file, provided that no documents in an employee's file shall be marked or altered. An employee may request that a copy of any of the non-confidential documents in his personnel file be copied. If such request is made, the employee may be requested to reimburse the City for the reasonable cost of copying any such documents (not to exceed the charges the City assesses for Freedom of Information Act requests). An employee may insert a written rebuttal/explanation of any report into his/her file.

Section 7.4 Notices. A copy of all suspension and discharge notices shall be provided to the employee and the Union.

Section 7.5 Application. This Article shall be administered consistent with the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725.

## **ARTICLE VIII GENERAL PROVISIONS**

Section 8.1 Bulletin Boards. The City shall provide a bulletin board or bulletin board space (the dimension of which shall be a minimum of 2' x 3') for use by the Union for the posting of official Union notices of a non-political, non-inflammatory nature. Posting of Union notices

shall be limited to such bulletin board, but with permission of the Police Chief or his designee notices may be posted elsewhere.

Section 8.2 No Discrimination. The City shall not discriminate in employment by reason of race, color, religion, national origin, political belief or activity, age, sex, marital status, handicap or activity on behalf of the Union.

Employees asserting a violation of this Section may process their grievance up to, but not including, binding arbitration. Employees dissatisfied with the disposition of such grievances may seek redress before the appropriate administrative agency or in the appropriate court.

Section 8.3 Indemnification. The City agrees to indemnify officers in accordance with 65 ILCS 5/1-4-6.

Section 8.4 Secondary Employment. With the exception of Off Duty Details as regulated in the Department's Policy and Procedure Manual, employees shall not be employed by employers other than the City, nor shall they contract or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Police Chief and the City Manager. Employees may not hold outside jobs including self-employment which will: (1) result in a conflict of interest; (2) result in work for the City; (3) result in outside work during an employee's work shift; (4) involve the use of any City equipment, uniform, badge, weapon or other supplies; (5) involve work on any premises or in any establishment which is a dram shop; (6) foreseeably require exercise of any official authority conferred by the City; or (7) infringe on their ability to fully perform their job duties for the City. Employees seeking permission to perform outside employment shall annually apply in writing for approval on a form to be provided by the City. Such application shall be approved or denied in writing and within a reasonable period of time.

Section 8.5 Policies and Procedures. Notwithstanding any other provision of this Agreement, the Union Steward must be notified a reasonable period of time in advance of any changes in the departmental policies and procedures.

Section 8.6 No Solicitation. The Union agrees that its officers, agents, affiliated organizations, and members will not solicit merchants, residents, or citizens for contributions or donations without prior written approval of the City Manager.

Section 8.7 Union Representatives. Duly authorized Union business representatives will be permitted access at reasonable times to the premises of the City for the purpose of

handling grievances or otherwise representing employees pursuant to the provisions of this Agreement. These business representatives will be identified to the Police Chief or his designee in a manner suitable to the City and on each occasion will first secure the prior approval of the Police Chief or his designee to enter and conduct their business so as not to interfere with City operations. If such approval is granted, the Police Chief or his designee shall designate the area where such business is to be conducted and the period of time to be provided. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general department rules applicable to non-employees.

Section 8.8 Union Stewards. The City recognizes the right of bargaining unit members to select Union Stewards. The Union shall provide the Police Chief with the name of the Chief Union Steward and any other Stewards selected by the Union. The Chief Union Steward shall not be permitted to conduct Union business during working hours without the specific advance approval of the Police Chief or the Police Chief's designee.

#### **ARTICLE IX LABOR MANAGEMENT AND SAFETY MEETINGS**

Section 9.1 Meeting Request. The Union and the City agree that in the interest of efficient management and harmonious employee relations that meetings be held if mutually agreed between Union representatives and responsible administrative representatives of the City. Such meetings may be requested by either party at least seven (7) calendar days in advance by placing in writing a request to the other for a "labor-management" or "safety meeting" and expressly providing the agenda for such meeting. Such meetings, times and locations shall be mutually agreed upon and shall be limited to:

(a) A discussion of the implementation and general administration of this Agreement; or

- (b) A sharing of general information of interest to the parties; or
- (c) Issues and concerns involving safety.

Section 9.2 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 in this Agreement be carried on at such meetings.

Section 9.3 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. Normally, two (2) persons from each side shall attend these meetings, schedules permitting. Attendance by bargaining unit members at such meetings shall not interfere with required duty time, and attendance may be during duty time if mutually agreed between the Police Chief or his/her designee(s) and the Union representative.

Section 9.4 Disabling Safety Defects. No employee shall be required to use any equipment that has been designated by both the City and the Union as being defective because of a disabling condition unless the disabling condition has been corrected as determined by the City.

## ARTICLE X VACATIONS AND HOLIDAYS

Section 10.1 Vacation Accrual And Time Granted. Full-time officers shall be entitled to vacation for continuous service accumulated at the following rates, based on twenty-six (26) pay periods per year:

<u>Continuous Service</u>	<u>Vacation Credit</u>
0-104 pay periods (1 through 4 years)	80 hours per year or 3.0770 hours per pay period
105-286 pay periods	120 hours per year or



<u>Continuous Service</u>	<u>Vacation Credit</u>
(5 through 11 years)	4.6154 hours per pay period
287-547 pay periods (12 through 20 years)	160 hours per year or 6.1539 hours per pay period
548-572 pay periods (21 years or more)	168 hours per year or 6.4615 hours per pay period
573-597 pay periods (22 years or more)	176 hours per year or 6.7692 hours per pay period
598-624 pay periods (23 years or more)	184 hours per year or 7.0769 hours per pay period
625-650 pay periods (24 years or more)	192 hours per year or 7.3846 hours per pay period
651 or more pay periods (25 years or more)	200 hours per year or 7.6923 hours per pay period

No officer shall accumulate vacation credit during any layoff, suspension, medical leave of absence, military leave of absence, or personal leave of absence. New officers shall be entitled to take vacation after twenty-six (26) pay periods of continuous service. Vacation time must be scheduled and approved in advance by the Police Chief. In addition, vacation credit shall be drawn upon in the event any given full-time employee is ill and has used all of his accumulated sick leave. Accumulated vacation credit of not more than two hundred forty (240) hours may be carried over from one (1) calendar year to another.

Section 10.2 Vacation Pay. Upon termination of employment for any reason, a non-probationary full-time employee of the City shall receive a lump sum check as compensation for all earned but unused vacation time at the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the date of termination.

Section 10.3 Holidays.

(a) In lieu of being granted time off on the holiday observed by the City, each employee shall be credited with ten (10) eight (8) hour days off each calendar year (pro rata if employed less than one (1) year). Officers scheduled to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive time and-a-half for all hours worked on such days. In addition, each employee shall be credited with three (3) personal days (i.e., three (3) eight (8) hour days) off each calendar year. Said thirteen (13) days off without loss of pay shall be scheduled by the Police Chief. Personal days are scheduled pursuant to a request by each individual employee subject to approval by the Police Chief.

(b) Employees will not be scheduled for a fill-in day (commonly referred to as a black hole day) on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day.

Employees called in early or held over immediately preceding or following a scheduled shift on New Year's Day, Thanksgiving Day or Christmas Day shall receive an additional half-time premium for hours worked in excess of eight (8) on such days. This premium shall apply only to hours worked that are contiguous to the scheduled eight (8) hour shift and shall be in addition to the holiday pay premium due for such days under subsection (a) under this

Agreement.

Employees working special duty assignments, not including regular duty shift, on Independence Day shall receive an additional half-time premium for hours worked.

## **ARTICLE XI LEAVES OF ABSENCE**

Section 11.1 Jury Leave. Should any employee covered by this Agreement be legally required to serve on a jury, that employee shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror and shall remit any juror fee to the City.

Section 11.2 Military Leave. Military leave shall be granted in accordance with applicable state and federal law. Officers called up to active duty or attending the two (2) week summer camp sessions held by branches of the military will be paid the difference between their regular City base salary and their military pay for up to ten (10) days per contract year.

Section 11.3 Funeral Leave. An employee may be granted a funeral leave of up to three (3) consecutive working days without loss of pay in case of death of a member of the employee's immediate family, as defined in this Agreement, for the purpose of attending the funeral (including making arrangements for the funeral and attending a wake and/or burial).

A death which requires the employee's presence for members of immediate family is defined as follows:

- (a) Spouse
- (b) Son or daughter
- (c) Mother or father

- (d) Sister or brother
- (e) Mother-in-law or father-in-law
- (f) Sister-in-law or brother-in-law
- (g) Grandparents or grandparents-in-law
- (h) Grandchild
- (i) Stepparents
- (j) Stepchildren
- (k) Any relative living in the employee's home

Section 11.4 Accrual of Benefits. Whenever an employee is on a duty-related injury he shall continue to accrue sick days and vacation time.

Section 11.5 On-the-Job Duty Injury Leave. The City's current policy concerning duty-related illness, injury or disability shall continue for the life of this Agreement. However, in the event such policy should conflict with applicable state law, the City agrees to comply fully with such law.

## ARTICLE XII MISCELLANEOUS PROVISIONS

Section 12.1 Hepatitis B Virus Inoculations. The City shall provide, at City expense, a Hepatitis B Virus (HBV) Inoculation Series to any employee wishing to be inoculated. The City shall offer such inoculation to every new employee. Additionally, the City shall provide a verification test of successful inoculation to any employee that received the inoculation series, and any additional inoculations necessary. The City may provide, at its expense, such further prophylactic inoculations as it determines necessary or appropriate.

Section 12.2 Communicable Diseases. Upon notification that an employee is significantly exposed in the course of duty to the risk of transmission of disease, as defined by

the U. S. Center for Disease Control, from a person determined to have a disease process of a contagious or infectious nature, the employee shall immediately be notified of such by the City and shall be granted, at City expense, medically necessary tests and/or screening, and prophylactic treatment as determined appropriate by a doctor designated by the City.

Section 12.3 Physical Fitness. The City may establish a reasonable wellness-fitness program, which may include individualized and departmental goals. While employees may be required to participate in any such program while on duty, no employee will be disciplined for failure to meet any goal that may be established, as long as the employee makes a good faith effort, as determined by the Police Chief, to meet any such goals.

Employees are encouraged to participate in incentive programs offered by the Police Chief as well as the "bonus hour" program offered by the City.

Section 12.4 Uniforms.

(a) Uniforms -- Police Officers. All full-time Police Officers shall be issued a full set of uniforms and equipment at the time of employment. Thereafter, within available funds, officers shall be provided replacement uniforms and equipment pursuant to the Department's quartermaster system. Both the Union and the Chief shall designate a liaison who will be the designated person to discuss any concerns regarding the issuance and replacement of uniform items.

(b) Uniforms -- Detectives. All full-time Detectives shall receive a clothing reimbursement allowance of \$700 per contract year. This amount shall be pro rated during the year in which an employee becomes a full-time Detective. In order to receive reimbursement, the Detective must submit proof of purchase of clothing which is consistent with the General Orders and directives issued by the Chief of Police regarding appropriate attire for Detectives.

Section 12.5 Travel Time For Training. In the event the City requires an employee to attend a training course outside of City boundaries, employees will be paid and reimbursed in accordance with current practice. The City will determine the method of transportation and will make all necessary travel arrangements.

Section 12.6 Meal Allowance: There shall be a \$10.00 meal allowance in initial, police-recruit Academy training or other local training opportunities within the Chicago metropolitan area when a meal is not otherwise provided. All other expenses incurred for travel, meals, lodging, etc., in connection with professional training opportunities, shall be reimbursed in accordance with the City policy governing professional training and travel.

Section 12.7 Training. The Department will make earnest efforts to alert officers to available training opportunities.

Section 12.8 Specialty Assignments. In the event that an employee has been working in a specialty position for more than three (3) months, and the employee requests to be removed from that position, the Police Chief will review the reasons for the request and give due consideration to the request.

Section 12.9 Temporary Duty Assignments. The Police Chief or his designee may, at his discretion, offer or assign temporary work with a physician's approval to an employee if the employee is qualified to perform such work and if the employee is unable to perform regular responsibilities because of illness, injury or disability, provided there is a reasonable expectation the employee will be able to resume full duties and responsibilities within six (6) months. This Article does not obligate the City to create new positions.

Section 12.10 Residency. Employees covered under this Agreement shall reside within Lake County, Illinois counties contiguous to Lake County, Illinois, or DuPage or Kane Counties.

### Section 12.11 Accident Review Board

In an effort to avoid or reduce personal and/or financial consequences of accidental injuries or damages sustained by its employees and the general public, the City of Highland Park (City) has created a system of Accident Review Boards (Boards). These Boards are charged with the responsibility of identifying, investigating and evaluating employee work-related injuries, vehicle accidents and property damage accidents and to recommend appropriate remedial action to prevent similar accidents/injuries in the future. These Boards are not disciplinary bodies but make recommendations to the applicable department director based upon the guidelines set out in this policy. These Boards shall recommend job training to department directors for employees or work groups in order to foster a safe and accident-free work environment for all employees.

The Accident Review Board for the Police Department shall be established with the following membership. The Police Chief shall be the chair of the Board and the membership of the Board shall not exceed seven members.

- Police Chief (1)
- Deputy Police Chief (1)
- Police Commander (1)
- Police Sergeant (1)
- Police Bargaining Unit Employee Representative (1)

The Accident Review Boards shall adhere to the regulations set forth in the City policy. There shall be three (3) classes of personnel for review if there is an accident:

- Full-Time Field Personnel – defined as an employee whose primary job description involves operating a motor vehicle or equipment in the field 50% or more of their time.

- Part-Time Field Personnel- defined as an employee whose primary job description involves operating a motor vehicle or equipment in the field less than 50% of their time.
- Non-Field Personnel – defined as an employee whose primary job description does not involve operating a motor vehicle, machinery or work outside an office environment.

The review periods for personnel shall be as follows:

- Full and Part-time field personnel for a one (1) year period.
- Non-Field personnel for a two (2) year period.



**ARTICLE XIII  
HOURS OF WORK AND OVERTIME**

Section 13.1 Purpose of Article. Nothing herein shall be construed as a guarantee of a minimum number of hours of work on any particular day, and nothing herein shall preclude the City from restructuring the work schedule except as provided in Section 3 hereof. It is the City's intent that such changes will be infrequent.

Section 13.2 Work Schedules. The City shall continue to post the work schedules showing the shifts, workdays and work hours to which bargaining unit members are assigned. The current work schedule is based on a cycle of six (6) days on duty and three (3) days off duty repeated seven (7) times over a nine (9) week period.

Section 13.3 Normal Workday. The normal workday shall consist of eight (8) hours of regular duty. Each workday shall be preceded by a fifteen (15) minute paid in-service training duty which shall not be counted as hours worked for purposes of overtime compensation under this Article.

Each workday shall be interrupted by a thirty (30) minute paid lunch and one fifteen (15) minute paid break. Failure to secure said break as a result of workload shall not occasion the payment of overtime.

Section 13.4 Overtime Compensation. Overtime which has been duly authorized or approved shall be compensated as follows:

All hours in excess of the normal workday shall be compensated at the rate of one and one-half (1½) times the regular hourly rate (hourly rate determined by dividing the annual salary by 2080).

Section 13.5 Call Back. A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. A minimum of two (2) hours' pay at time and one-half will be guaranteed for all call-backs.

Section 13.6 No Pyramiding. Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 13.7 Changes in Work Schedule. Should it be necessary, in the City's judgment, to restructure the work schedule of an employee or employees, the City will give, absent emergency circumstances, at least two (2) weeks' advance notice of such change to all employees affected by such change. Within said two (2) weeks, the City will meet with the Union, if requested, to discuss any such change.

The parties recognize that the normal work schedule of an employee assigned as a detective necessarily varies depending on the needs of the Department and that from time to time it will be necessary to make changes with very little, if any, advance notice.

Section 13.8 Compensatory Time Bank. Employees may place overtime hours into the compensatory time bank within the limits stated below in lieu of pay for such hours. For each hour of overtime an employee may place one and one-half (1½) or two (2) hours of time into the Reclaim Time Bank depending on whether the overtime was earned at the rate of time and one-half or double time. When the manpower needs of the Department are met, such earned overtime (which may be accumulated to a total of fifty-six (56) hours) may be taken as compensatory time off, subject to approval by the Police Chief, Division Commander or Shift Supervisor. Requests shall be granted in order of their submission. In case two (2) or more requests are submitted on the same date for the same reclaim time off, seniority shall prevail.

Under no circumstances shall overtime hours paid for in accordance with the Fair Labor Standards Act also be taken as compensatory time off.

Section 13.9 Ravinia Festival Overtime.

(a) Department Polling For Festival Jobs. At least two (2) weeks prior to the opening of the Ravinia season each year, the Department will distribute and retrieve a written statement from each officer which requests that one (1) of the following options be chosen: 1) the officer wishes to work every available Festival Job including days off, or 2) the officer wishes to work Festival Jobs on duty days or (3) officers may work Festival Jobs on a volunteer basis through sign-ups for specific days, including vacation days. These non-supervisory "free pick" positions shall first be offered to members of the bargaining unit (for a period of two weeks, prior to the start of the season), then to other departmental personnel.

Officers signing up to work Ravinia Festival jobs on their duty days and days off will be given non-supervisory posts that start earlier than the designed starting time. Those posts that exclusively require a sworn police officer will be given to those officers who sign up to work Ravinia according to the following hierarchy:

1. Officers willing to work "anytime" will be first assigned to those early posts.
2. If no "anytime" officer is available, then that early post will be assigned to an officer who has signed up to work only their duty days,
3. In the event that an officer who signed up to work Ravinia is unavailable then an officer who has signed up only for that day, or has used the sign up procedure will be assigned to those early posts.
4. If the early post remains unfulfilled by a patrolman then it will be the department's option to place a non-bargaining unit employee at an early post.
5. The department will place officers from outside agencies at early posts as long as all reasonable efforts have been exhausted at placing Highland Park personnel at those posts

(b) Festival Job Assignment and Sign-Up. Festival overtime shall be assigned in the following steps: 1st) officers requesting to work every available Festival Job shall be assigned; 2nd) of the remaining Festival Jobs after the first step, officers requesting to work duty days shall be assigned; 3rd) of the remaining Festival Jobs after the second step, officers will write their names on posted sign-up sheets for Festival Jobs; 4th) of the remaining Festival Jobs after the third step, or in those cases where the Department has less than seven (7) calendar days' notice of the need for personnel, the Department may fill the Festival Jobs as it deems appropriate.

(c) Posting of Festival Jobs, Festival Assignments and Sign-Up Sheets. The Festival assigned and sign-up jobs will normally be posted as far in advance as is possible, but no less than (10) days before an event. Festival assigned and sign-up jobs will be posted in an area accessible to all officers. The assigned and sign-up sheets will indicate the number of individuals needed. Although available Festival sign-up jobs will remain posted until the date of the event, the Department may fill jobs as it deems necessary within seven (7) calendar days of the event.

(d) Once an officer has been assigned any post, it is that officer's responsibility to secure a suitable replacement should they not wish to work the event. A replacement should first be chosen from within the bargaining unit, if applicable. Anytime an officer locates a replacement the original officer must make notification to the assigned event supervisor (Post #1 or 2) prior to the assembly start time of that particular event.

Section 13.10 Shift Exchanges. An employee may have another fully qualified bargaining unit employee substitute for him by performing work in the same capacity for the employee's entire workday or work month, provided the substitution does not interfere with the

operation of the Police Department and subject to advance approval by the affected Shift Commander or his designee. Supervisors must be notified within a reasonable amount of time prior to the start of the exchanged shift.

Section 13.11 Extra Job Selection.

(a) All department personnel below the rank of Sergeant are subject to extra job assignments. In an effort to identify volunteers for these assignments, a "VOLUNTEER" pool and a "NON-VOLUNTEER" pool will be established. Officers may request to be placed in or removed from the VOLUNTEER pool during the months of January, May, and September.

(b) All extra job assignments will be assigned on a rotating basis from the "VOLUNTEER" pool.

(c) Officers not wanting to work the assigned extra job may be excused provided the assigned officer locates a substitute for the job from the "VOLUNTEER" list. The only time a "NON-VOLUNTEER" officer may substitute for any officer is if all means have been exhausted to get a "VOLUNTEER" substitute, and the Police Chief or the Deputy Chief has approved such substitution. All substitutions must be made in writing on the forms provided. The forms must provide all information pertaining to the job, and must be signed by both the originally assigned officer and the substituting officer.

(d) Extra Job Assignments missed while on vacation, holidays, sick or injury leave will not be made up in any way and the officer's name will be skipped as though the assignment was completed. This will also apply when officers have obtained a substitute, but will not apply to those doing the substituting.

(e) Officers working Extra Job Assignments will be paid in accordance with the individual officer's overtime scale as established by the City Council. The hours worked will

be forwarded to the Finance Department and will become a regular part of each check. Officers may not accept tips or gratuities.

(f) In the event an Extra Job Assignment is received on short notice -- less than seventy-two (72) hours -- and an officer is not assigned, it will be placed on the board and marked "FREE PICK." The officer wishing to work the assignment will sign his name on the card, and the assignment will be handled as if he were originally assigned to the job. Again, only those on the "VOLUNTEER" list may take "FREE PICK" jobs unless all other means have been exhausted. A "NON-VOLUNTEER" Officer may accept such job with the approval of the Police Chief or the Deputy Police Chief.

Section 13.12 Court Pay. All officers will receive a minimum of two and one-half (2½) hours of overtime pay for court.

Section 13.13 Call-In Status. An officer is not required to remain at home while on call-in status. The officer may contact the Department from any location as long as the officer can appear in court at the required time.

#### **ARTICLE XIV TUITION REIMBURSEMENT**

Section 14.1 Introduction. The City of Highland Park encourages its employees to continue their education and, therefore, provides a tuition reimbursement program to help defray the cost of additional schooling. The requirements of qualification under this program are as follows:

Section 14.2 Eligibility. Any full-time employee in good standing who has been with the City for more than one (1) year and has received an average or better rating on his/her most recent performance evaluation is eligible for this program.

If an employee is suspended for disciplinary reasons for more than five (5) working days during the fiscal year, and is participating in the program, the City Manager has the option to revoke reimbursement privileges.

Except as set forth in the attached Letter of Understanding, graduate level course reimbursement is available only to Senior Executive Management and Executive Management personnel.

Section 14.3 Course Qualification. Courses may be part of a degree program that the employee is pursuing independently, but the reimbursement program does not encompass the pursuit of a college degree itself. Courses, whether high school, undergraduate or graduate, must be directly related to the job the employee is currently performing, no exceptions. For example,

courses taken by a police officer in the area of criminal justice or by a fire fighter in the area of fire science are eligible for reimbursement. Courses required as part of a degree program which are not directly job related will be reimbursed by the City at fifty percent (50%) of the amounts set forth in Section 14.5. Classes must not interfere with an employee's ability to perform his/her job.

Section 14.4 Sign-Up Procedure. Tuition and other reimbursable expenses must be approved in advance of the employee's commencement of the course. An employee must submit a "Request For Tuition Reimbursement" form (Appendix A) to his/her department head describing how the course is directly job related and how it will benefit both the employee and the City. In addition, the employee must include the cost of tuition. Preliminary approval to take the course must first be obtained from the department head and sent to the City Manager's office for final approval.

Section 14.5 Amount of Reimbursement. Employees pursuing academic instruction will be reimbursed only for tuition and books according to the following schedule up to a maximum of \$3,780 per fiscal year (this amount will be reexamined periodically and adjusted accordingly). No carryover payments into the next fiscal year will be allowed. Participation in the tuition reimbursement program in no way obligates the City to pay the entire cost of a degree program.

<u>Grade</u>	<u>Reimbursement</u>
A	100%
B	100%
C	50%
D or lower	0%

When courses are graded on a pass/fail system, a "pass" will be reimbursed in full and a "fail" will not receive any reimbursement. Reimbursement for any course which is largely comprised



of material covered in a course previously taken by the employee and which was approved for reimbursement or otherwise funded by the City shall not be approved. The City is not obligated to reimburse any tuition if the employee resigns or is terminated prior to receiving reimbursement. An employee is expected to remain a full-time employee for one (1) year after course(s) completion, otherwise a pro-rated amount of the total reimbursed expenses during the last year shall be returned by the employee to the City.

Section 14.6 Reimbursement Procedure. After the course is completed and a grade of "C" or better obtained, the final grade report and copies of all receipts for tuition must be given to the department head for transmittal to the City Manager's office. The City Manager may consider waiver of any of the above criteria upon written request and justification by the employee.

## ARTICLE XV SALARIES

Section 15.1 Employee Salaries.

Effective January 1, 2019, employees covered by this Agreement shall be paid on the basis of the following:

3.00% Increase

STEP	ANNUAL
Starting Salary (Step 1)	\$ 71,007.74
After 6 Months (Step 2)	\$ 73,492.94
After 1 Year (Step 3)	\$ 77,026.91
After 2 Years (Step 4)	\$ 80,736.78
After 3 Years (Step 5)	\$ 84,708.14
After 4 Years (Step 6)	\$ 88,943.85
After 5 Years (Step 7)	\$ 93,391.23
After 6 Years (Step 8)	\$ 98,061.14

Effective January 1, 2020, employees covered by this Agreement shall be paid on the basis of the following:

**3.00% Increase**

STEP	ANNUAL
Starting Salary (Step 1)	\$ 73,137.97
After 6 Months (Step 2)	\$ 75,697.73
After 1 Year (Step 3)	\$ 79,337.72
After 2 Years (Step 4)	\$ 83,158.88
After 3 Years (Step 5)	\$ 87,249.38
After 4 Years (Step 6)	\$ 91,612.16
After 5 Years (Step 7)	\$ 96,192.97
After 6 Years (Step 8)	\$ 101,002.97

Employees employed on the date of signing of this Agreement, employees who were promoted to the rank of Sergeant during the term of this Agreement, and any bargaining unit member who retired from the department during the term of this Agreement shall be entitled to retroactive pay for all hours worked or paid as a bargaining unit member.

Notwithstanding the foregoing wage adjustments, if the State of Illinois legislature freezes local property taxes at any time during the contract period, the City shall have the right to reopen this Section 15.1 only. If the parties are unable to reach resolution pursuant to the reopener provided for in this Section, either party may invoke the impasse provisions provided for in Section 14 of the Illinois Public Labor Relations Act.

**Section 15.2 Step Movement.**

Except as otherwise provided herein, an employee shall move from starting salary to Step 2 upon completing 6 months of employment, and one year later to Step 3 (After 1 ½ Years), and

thereafter the employee shall move from one step to the next, annually from the Step 2 anniversary date as a full-time police officer.

There shall be no step movement for calendar year 2009, *i.e.*, steps were frozen for calendar year 2009. Step movement shall resume for the calendar year beginning January 1, 2010, and an employee shall move one step on the employee's anniversary date as described above. In addition, as a one-time adjustment, an employee who did not receive a step increase during 2009 shall move a second step 6 months following their first step movement in 2010. Additional steps will resume annually from that second 6 month step. (*Example: If an employee reached Step 6 on 2/1/09 and did not move to Step 6, such employee shall move to step 6 on 2/1/2010 and shall thereafter move to step 7 six months later, on 8/1/2010. Such employee shall then move to Step 8 on 8/1/2011.*)

Section 15.3 Longevity Pay. Officers shall be given longevity pay increases consistent with the City Policy in effect on May 1, 1995.

Section 15.4 FTO Pay. Employees who serve as Field Training Officers (FTO's), including any officer acting in this capacity, shall receive one and one-half (1 1/2) hour of straight-time pay per day worked as an FTO. The length of the training periods shall be as designated by the Chief of Police.

## ARTICLE XVI INSURANCE

Section 16.1 Coverage. The City shall provide to non-retired employees and their dependents the same group health and hospitalization insurance that is provided to other non-supervisory, non-managerial Highland Park City employees. The City reserves the right to change insurance carriers, to self-insure, or to continue or to discontinue participation in a health maintenance organization(s) as it deems appropriate provided that employees covered by this

Agreement receive the same health insurance program available to other non-supervisory, non-managerial Highland Park City employees.

Section 16.2 Cost. Retroactive to January 1, 2010, employee premium contributions shall be remitted in accordance with the premium contribution schedule set forth in Attachment A. Commencing June 1, 2010, employee medical premium contributions shall be as set forth in Attachment B. In addition, Police Officers will take part in the WIN program as it applies to all non-union employees.

Section 16.3 Cost Containment. The parties recognize the need for flexibility on the part of the City in dealing with the issues of hospitalization benefits and costs. Accordingly, the parties agree that the City may make changes to its current policy with respect to cost containment matters, provided such changes do not effectively and substantially reduce the current level of benefits, and provided further that such changes also are applied to other non-supervisory, non-managerial Highland Park City employees.

Section 16.4 Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 16.5 Life Insurance. The City shall provide life insurance protection for each full-time officer covered by this Agreement in an amount equal to the officer's annual salary, including longevity.

Section 16.6 Cadillac Tax. Notwithstanding anything in this Article to the contrary, if the City receives written projections from the IPBC that the City may be subject in the following

plan year to an excise tax for high-cost coverage (also called the "Cadillac Tax"), pursuant to the Patient Protection and Affordable Care Act, the City shall provide such written projections to the Union and shall be entitled to reopen negotiations regarding the benefits provided under this Article XVI of the Agreement. This re-opener is limited only to Sections 16.1-16.3 of this Article XVI, Insurance, unless it is mutually agreed to by the parties that any other provision(s) of this Agreement should be modified for the purpose of implementing any agreed upon change(s) to Sections 16.1-16.3. In the event that the final premiums are not subject to the Cadillac Tax, then the reopener provided for in Section 16.6 shall not take effect for that plan year, and any changes bargaining for that insurance plan year, pursuant to this Section 16.6, shall be void unless mutually agreed otherwise. If the parties are unable to reach resolution pursuant to the reopener provided for in this Section, either party may invoke the impasse provisions provided for in Section 14 of the Illinois Public Labor Relations Act.

## **ARTICLE XVII SUBCONTRACTING**

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. The City may, however, subcontract where circumstances warrant.

The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to City operations. The rights of contracting or subcontracting are vested in the City. In cases of contracting or subcontracting resulting in layoffs of employees covered by this Agreement, the City will hold advance discussions with the Union prior to letting the contract and will advise the Union of the nature, scope and work to be performed by the subcontracting. The Union will have the opportunity to submit proposals during these meetings

for the purpose of decreasing the effects of any subcontracting on members of the bargaining unit.

**ARTICLE XVIII  
ENTIRE AGREEMENT**

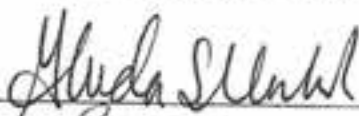

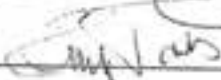
This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements whether written or oral which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate for changes on any issue whether known or unknown and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XIX  
DURATION CLAUSE**


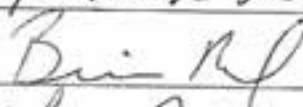
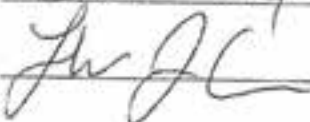
This Agreement shall be effective on the date it is executed by both parties and shall remain in force and effect until 11:59 p.m. on the 31st day of December, 2020.

Executed this 13 day of March, 2019.

CITY OF HIGHLAND PARK

  
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\_\_\_\_\_

ILLINOIS COUNCIL OF POLICE

  
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## LETTER OF UNDERSTANDING

In recognition of the parties' mutual interests and desires to promote educational opportunities for officers that will enable them to enhance their job knowledge and contribution to the Department, the parties have agreed that Article XIV shall be expanded to include Master's Degrees subject to the following terms and conditions:

1. In order to receive tuition reimbursement for a course that is a component of a Master's Degree program an Officer must have a minimum of five (5) years of employment as a Police Officer.

2. Reimbursement for courses that are components of a Master's Degree program shall be as follows:

100% for an "A" grade  
75% for a "B" grade  
No reimbursement for a grade lower than "B".

It shall be a condition of the receipt of such reimbursement that officers sign loan repayment documents to ensure full compliance with Paragraph 3.

3. To qualify for 100% reimbursement an Officer must remain in the City's employ for four (4) years following completion of the course for which reimbursement was granted. Officers leaving the City's employ after less than four (4) years shall be obligated to repay any amount reimbursed under this policy in accordance with the following schedule:

<u>Length of Employment Following Reimbursement</u>	<u>Amount Which Officer Must Repay City</u>
Less than two (2) years	100%
Two (2) years but less than three (3) years	75%
Three (3) years but less than four (4) years	50%

4. Except as modified by the foregoing, all issues relating to tuition reimbursement for Master's Degree courses shall be governed by Article XIV or any enhancements thereto.

**LETTER OF UNDERSTANDING**  
**POST-EMPLOYMENT HEALTH PLAN**

The parties acknowledge that it may be mutually beneficial to create a post-employment health plan whereby employees may contribute a portion of their salary or earnings to an account on a tax-free basis and to be able to draw down that account, after retirement, in order to pay for health insurance or Medicare supplemental coverages. The parties agree to form a study committee to explore the possibility of creating such a post-employment health plan and to make recommendations to the parties on this subject.



ATTACHMENT A

Annual Pay	PPO - Preferred Provider Option or HRA					HMO				
	Premium Contribution Rate					Premium Contribution Rate				
	Single Coverage	Plus 1	Plus 2	Plus 3	Plus 4	Single Coverage	Plus 1	Plus 2	Plus 3	Plus 4
Up to \$35,000	0.00%	1.62%	2.19%	2.73%	3.20%	0.00%	1.62%	2.19%	2.73%	3.20%
\$35,001 to \$50,000	2.15%	3.77%	4.34%	4.88%	5.35%	2.15%	3.77%	4.34%	4.88%	5.35%
\$50,001 to \$75,000	3.50%	6.13%	7.07%	7.95%	8.72%	3.50%	6.13%	7.07%	7.95%	8.72%
\$75,001 to \$100,000	5.00%	8.76%	10.10%	11.35%	12.45%	5.00%	8.76%	10.10%	11.35%	12.45%
\$100,001 plus	5.68%	9.95%	11.47%	12.89%	14.14%	5.68%	9.95%	11.47%	12.89%	14.14%

ATTACHMENT B

**Employee Contribution**  
**(Employee's Share of Healthcare Coverage by Percent)**

<b>Percent of Premium</b>		
<b>Salary Band</b>	<b>Single</b>	<b>Family (Single+1 – Single+4)</b>
\$25,000 to \$49,999.99	12%	13%
\$50,000 to \$89,999.99	14%	16%
\$90,000 plus	16%	17%

ATTACHMENT C

Longevity Pay

In appreciation of dedicated long-time service to the City, full-time employees who have completed the indicated number of months of continuous service (since their last date of hire) as of December 1 each year receive, in addition to their first full pay check in December, an additional lump sum payment equal to a percentage of base pay according to the following schedule:

<u>Continuous Service</u>	<u>% of Base Pay (According to Salary Plan Amounts)</u>
10 years (120 full months)	2.5%
15 years (180 full months)	3.0%
20 years (240 full months)	4.0%
25 years (300 full months)	5.0%
30 years (360 full months)	7.0%
35 years (420 full months)	9.0%

A full-time employee terminating employment prior to December 1 will receive the appropriate pro rata share of that year's longevity pay calculated from the preceding December 1 to the time of termination. Prior service time interrupted by resignation or dismissal will not be credited to any former full-time employee in the event the employee is later rehired.

## SIDE LETTER OF AGREEMENT

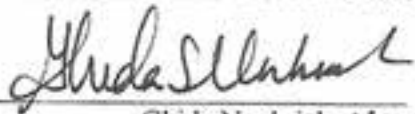
This document shall serve as a Side Letter of Agreement to memorialize the Agreement between the City of Highland Park (City), Illinois and the Illinois Council of Police (Union) as it pertains to twelve (12) hours shifts and shall be in full force and effect on February 13, 2019.

1. This Side Letter of Agreement only pertains to the twelve (12) hour shift plan for uniformed police officers. All other provisions of the parties' current Collective Bargaining Agreement shall remain in full force and effect;
2. The City and the Illinois Council of Police (ICOP) agree to abide by the Patrol Division Temporary Shift Plan as depicted in Exhibit No. 1;
3. In the event there is a conflict between the Agreement and the Side Letter not pertaining to shift length, the Side Letter shall control;
4. This Side Letter of Agreement shall be in full force and effect until December 31, 2019 unless an alternative agreement is reached between the City and the Union in negotiations, although nothing herein shall preclude both parties from negotiating a change to the patrol officer's schedule. Absent mutual agreement, however, the normal work schedule in effect as of January 1, 2011, shall resume.
5. Notwithstanding anything in the Agreement or Side Letter, the City and Union agree to continue to discuss concerns regarding a rest cycle between extended work periods.

AGREED TO ON THIS 13 DAY OF March, 2019

BY:

CITY OF HIGHLAND PARK ILLINOIS COUNCIL OF POLICE



Ghida Neukrich, Neukrich  
City Manager



Rich Bruno, Vice President,  
Illinois Council of Police



Louis Jogmen  
Chief of Police



Brian Reif, Officer  
ICOPS Chapter President

**12 Hour Shifts**  
**Patrol Division**  
**Revised February 13, 2019**

The following is a synopsis of issues discussed and agreed upon during a series of meetings between representatives of the patrol officers bargaining unit and the management staff of the police department. The items agreed upon are intended to affect bargaining unit members assigned to work a uniformed patrol duty 12-hour shift – not specialty positions such as detectives or school resource officers.

**NORMAL WORK DAY**

The normal workday shall consist of twelve (12) hours of regular duty. Each workday shall be preceded by a fifteen (15) minute paid in-service training duty, which shall not be counted as hours worked for purpose of overtime compensation. The normal work period shall consist of seven (7) twelve (12) hour workdays in each fourteen (14) day work cycle pursuant to Section 7k of the FLSA, for a total of eighty-four (84) hours. Eighty (80) hours shall be paid at straight time and four (4) hours will be accrued as compensatory time at the straight time rate as described below.

**OVERTIME COMPENSATION**

Overtime compensation that has been duly authorized or approved shall be compensated as follows: Except as otherwise provided above, all hours in excess of the normal workday shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate (hourly rate determined by dividing the annual salary by 2184).

**12 Hour Schedule Format:**

The format for the temporary adoption of the twelve (12)-hour shifts for the patrol division will consist of four (4) teams. Two (2) teams assigned to 6:00am – 6:00pm (“day shift”) and the other two (2) assigned to 6:00pm – 6:00am (“night shift”). Similar to the current schedule, two (2) officers will be scheduled as “hour men” in an effort to maintain available personnel on patrol during shift changes. However, it has been agreed that for this schedule the officers will be assigned as an “early car” and work either a 5:00am – 5:00pm or 5:00pm to 5:00am shift.

The teams of each shift will work a “mirrored shift” of the other (i.e. when Team A is working, Team B is off and vice versa). The twelve (12) hour shift will be based on a fourteen (14) day work cycle with the

teams being scheduled to work seven (7) days on-duty and have seven (7) days off-duty. The work period will commence on a Monday and end on a Sunday two weeks after. A sample is illustrated below:

### **12 Hour Shift Selection:**

The selection of the shifts and individual teams was conducted as follows:

A shift preference selection was posted and completed by officers in October of 2015.

By seniority, officers were placed into groups of their preference for either the day shift or the night shift. Once this was accomplished, the shifts were each broken down into individual teams based upon the following criteria:

The most senior officer was placed on Team A, and the next senior on Team B. This was repeated as much as possible. After these initial assignments, the individual teams were adjusted to balance the teams by the following individual specialties/qualities:

- Field Training Officers
- Juvenile Officers
- Evidence Technicians
- Female Officers (for prisoner searching purposes)
- Breathalyzer Operators
- Translation Abilities

A schedule for each calendar year was developed showing the assignments and teams and distributed to the bargaining unit members for their review.

Should the decision be made to implement an ongoing 12-hour shift schedule, future shift placements or vacancies requiring replacement staffing shall normally be conducted by seniority basis. In that event, yearly shift picks will continue to be held in or about October of the current year to pick for the following year and will follow the same or similar criteria as described above.

### **4 Hour Accrual**

As a result of the twelve (12) hour shift schedule, Officers are assigned to work eighty-four (84) hours within a fourteen (14) day work cycle. Officers assigned to the twelve (12) hour shift schedule who work

eighty-four (84) hours are to be compensated for four (4) of the eighty-four (84) hours as compensatory time, at straight time, at the end of each, fourteen (14) day work cycle.

The existing compensatory bank will be increased from fifty-six (56) to eighty (80) hours to accommodate the additional accrual. There is no change in the process for utilization of compensatory time.

If the twelve (12)-hour shift schedule is not continued into 2017 calendar year, compensatory time accrual in excess of fifty-six (56) hours will be scheduled as time off twenty-four (24 hours maximum) during the 2016 calendar year. The compensatory bank maximum will then return to fifty-six (56) hours on December 31, 2017.

### **Vacation**

During this trial period, vacation picks will remain the same as in the past with officers selecting vacation opportunities on or about October of the calendar year for time off in the following calendar year. Picks will continue to be made by seniority without overlapping of dates with another officer from the same team.

For the transition to the twelve (12)-hour shift, the Chief of Police has agreed to allow for overlap in the previous chosen vacation selections for 2011 since this schedule was not implemented prior to 2011 vacation selections or the identification of the actual patrol teams. Should the twelve (12) hour schedule continue for 2012 and beyond, vacation picks will revert to the past practice with no overlapping permitted.

### **Personal/Other Benefit Time**

The annual accruals shall not be changed. Benefit time used will be on an hour for hour basis. Therefore, if an officer wishes to use a personal day (or other benefit time) in lieu of a duty day, twelve (12) hours' time will be deducted from the accrued time. Officers may use hours from more than one accrued source to fill a twelve (12) hour period.

Requests for time off other than previously selected vacation from yearly vacation picks shall continue to follow the "two month rule" (i.e. no time off can be requested beyond two months out; (i.e., a request for time off on July 12th cannot be made prior to May 12th). Within the two month period, requests will be granted on a first come basis, staffing permitted.

A request for benefit time off in any increment less than six (6) hours will not be "locked" until ninety-six (96) hours prior to the requested time. An officer (regardless of seniority) may "bump" the original request, provided their request is in an increment of six (6) hours or more. This officer must make notification via e-mail to the original officer, notifying them of the bump. The original requesting officer will be allowed a one-time "right of refusal" to increase his/her request to equal or exceed the bump request, however no further changes will be made within ninety-six(96) hours of *any* approved request, no exceptions (this includes if the original officer was not able to be notified in time to increase his/her request). The original officer requesting less than six (6) hours benefit time will be *required* to check the work schedule within seventy-two (72) hours of the requested time off to ensure their request is still valid and they have not been bumped.

Officers will be provided one opportunity to change the *type* of benefit time used up to seventy-two (72) Hours prior to the time off. Once an officer submits a request, he or she may increase, but not decrease the amount of time off requested.

Should only one officer request *any* amount of benefit time off on a given day, that officer may rescind his/her time off at *any* time.

*All* requests for benefit time off are subject to supervisor approval based on staffing needs.

### Sick Leave

Sick leave will be utilized/deducted on an hour for hour basis. Officers will continue to be credited with ninety-six (96) hours at the beginning of the year that can be used as outlined in the employee handbook.

### Hold Over / Early Start

Officers that are required to hold over at the end of their assigned shift, or start early prior to their shift due to an unplanned or unanticipated personnel shortage shall only be required to do so for a maximum of six (6) hours. (Example: the 6:00am to 6:00pm shift is below minimum staffing; an officer assigned to the 6:00pm to 6:00am shift will only be required to hold over until 12:00pm.

Hold over's and call-ins will normally follow a rotational assignment during the fourteen (14) day cycle so that no officer will be forced to work beyond their shift more than one (1) day consecutively in their work cycle. The rotation will start over at the beginning of each cycle.



Holdovers and call-ins shall be assigned by seniority, with the least senior officer being a default officer. More senior officers can elect to "bump" a less senior officer from the assignment. However, senior officers electing to "bump" another officer for the assignment will not relieve the senior officer of their placement in the rotation, which may require the senior officer to work a hold over or call in more than one day in a row or multiple times in the fourteen (14) day cycle.

#### **Volunteer Call-In List**

Officers may elect to be placed on a volunteer call-in list. The purpose of this list is to supply the Department with off-duty officers who are willing to be called in to cover a personnel shortage on a particular patrol shift at their current overtime rate of pay.

This will provide an alternative to requiring an officer to hold-over or come in early who may not wish to do so. However, should no officers be available from the volunteer list, the default officer (as described above) will be required to hold-over or come in early. Text messaging will be the method of notification. The most senior officer(s) will be awarded the block of time requested by the supervisor. An officer on the volunteer list, who volunteers to work a specific time period, will not be forced to work beyond that time frame, minus emergency exigent circumstances.

Officers will not be scheduled to work more than eighteen (18) hours in any twenty-four (24) hour period.

#### **Holiday Time**

Officers will earn eighty (80) hours of Holiday time each year. These hours will be "front-loaded" at the beginning of each year. During the annual vacation picks in October of each preceding year, officers will be required to pre-pick forty eight (48) hours of holiday time for the following year. These picks will be based on seniority and subject staffing requirements.

These forty - eight (48) hours of holiday time will be selected after all vacation picks are completed. All of the forty-eight (48) hours will be selected during one pick, but will not be subject to being consecutive days in a given period (i.e. one day can be selected in four separate months all during the same pick). The balance of the holiday time will be utilized on an hour for hour basis, similar to personal time, and can be requested at the discretion of the individual officer when manpower permits and with supervisor approval throughout the calendar year.

NOTE: Officers must sign a Wage Advancement Agreement authorizing repayment to the City if the officer's employment with the City is concluded prior to the actual accrual date of that holiday. For example, in January there are two holidays earned (New Year's Day and Martin Luther King's

Birthday). If an officer utilizes three holiday days in January and then leaves employment with the City on February 1st, that officer would recompense the City for one holiday used which had not yet been accrued.

In the event an officer works on a premium holiday (New Year's Day, Independence Day, Thanksgiving Day or Christmas Day), the officer will receive premium holiday pay (0.5 additional/hour) for the hours actually worked.

### **Training**

When a patrol shift officer is assigned to attend a training class, those hours will be considered duty hours and paid on an hour for hour basis.

A typical training day is eight (8) hours; however some training classes may be shorter or longer and will be identified in the training notice. For classes held outside of the police department, if less than twelve (12) hours in length, officers may choose to utilize accrued benefit time in lieu of returning to work the remainder of their twelve (12) hour day. (ex: an officer is assigned an eight (8) hour training class; the officer may return to the police department and work the additional four (4) hours on duty, or they may request to utilize four (4) hours of accrued comp, vacation, personal or other benefit time to complete their work day).

### **Training Class Travel Time**

In the event the City requires an officer assigned to active patrol to attend a training course outside of City boundaries, officers will be paid and reimbursed in accordance with current practice to include – for training classes outside of City boundaries up to and including thirty (30) miles, the officer will be credited two (2) hours towards the officers regular twelve (12) hour shift and any training class held over thirty (30) miles away will be credited four (4) hours towards the officers regular twelve (12) hour shift. The City will determine the mode of transportation and will make all necessary travel arrangements. Travel distance will be determined through use of an Internet mapping service, as determined by the City, from the police station or the officer's residence, to the location of the training, whichever is less. If the training class is less than eight (8) hours in duration, the remaining time will be credited against travel time.

### **Exchange of Work Day**

Officers will be permitted to switch a workday with an officer from a different shift or team provided that the switch does not negatively impact either team or shift or create overtime costs to the City. Switching of shifts that would place either officer in a situation that would cause them to work more than eighteen (18) hours in any given twenty-four (24) hour period will not be permitted.

Officers may be permitted to switch shifts or teams on a long term basis provided that the switch is among two officers that have similar specialties (i.e. an FTO would have to switch with another FTO in order to maintain a balance of specialized positions within each team).

All exchanges are subject to City approval.

### **Meal Break**

Officers will be granted a forty-five (45) minute paid meal break during a twelve (12) hour shift. Every effort will be made to permit the Officer to receive this break; however the failure to secure the meal break will not result in any type of extra compensation.

### **Discipline**

In the event an Officer receives discipline that results in suspension time in daily increments, the time will be determined and deducted from an Officer's pay in eight (8) hour increments. The Officer may elect to utilize accrued paid time to complete the twelve (12) hour work day.

### **Third Day Off**

Officers required to come in for patrol duty on their third day off will be compensated at a time plus one-half rate. Efforts will be made to avoid this scenario, unless the officer has elected to be on the voluntary call in list. Officers may be scheduled for court, training, or assigned to a special team that is paged in on their third day off which would be considered an unavoidable scenario and paid at time plus one-half rate.

### **Canine Officer**

The canine officer will be required to only work ten and one half (10.5) hours on duty, but compensated for twelve (12). The canine officer is released from duty one and a half (1 ½) hours early in order for the officer to care for the animal on a daily basis.

### **Ravinia Festival / Extra-Job Assignments**

Officers cannot sign up to work assignments that will cause them to schedule more than eighteen (18) Hours in a twenty-four (24)-hour period (i.e. no more than six (6) hours in addition to their twelve (12) hour shift.) Officers may work assignments longer than six (6) hours on their scheduled days off, provided they do not exceed eighteen (18) hours of scheduled work in any given twenty-four (24) hour period.

Example: If an officer is working an extra job assignment between contiguous scheduled worked days they will only be allowed to schedule six (6) hours of additional time.

### **Term of Agreement**

This staffing schedule and related adjustments are intended to be by the mutual agreement of both parties. Both parties agree that it shall terminate by December 31, 2018 unless such agreement is reached to continue the twelve (12) hour schedule. Any new agreement will be valid for one (1) calendar year beginning January 1, 2019 and must be renewed by both parties prior to September 1, 2019. Nothing herein is intended to preclude the parties from reaching an agreement for a change to the workday schedule. Absent mutual agreement, however, the normal work schedule in effect as of January 1, 2011, shall resume.