AGREEMENT

between

THE CITY OF HIGHLAND PARK, ILLINOIS

and

TEAMSTERS LOCAL UNION NO. 700

Sergeants Unit

January 1, 2010 to December 31, 2012

Article I Recognition and Representation 1
Section 1.1 Representative Unit. 1
Section 1.2 Probationary Sergeants. 1
Article II Dues Deduction 2
Section 2.1 Dues Checkoff 2
Section 2.2 Fair Share 2
Section 2.3 Indemnification 3
Article III Management Rights 3
Section 3.1 Management Rights 3
Article IV Continuity of Operation 4
Section 4.1 No Strike 4
Section 4.2 Union's Responsibility 4
Section 4.3 Discharge of Violators 4
Section 4.4 No Lockout 5
Section 4.5 Reservation of Rights 5
Article V Grievance Procedure 5
Section 5.1 Definition 5
Section 5.2 Procedure 5
Section 5.3 Limitations of Authority of Arbitrator 7
Section 5.4 Time Limit for Filing 8
Section 5.5 Bypassing Steps 8
Article VI Seniority 9
Section 6.1 Definition of Seniority 9
Section 6.2 Loss of Seniority 9
Section 6.3 Application of Seniority 10
Section 6.4 Layoffs 10
Section 6.5 Preferred Right to Reappointment 10
Section 6.6 Notice of Recall 11
Section 6.7 Seniority List 11
Article VII Discipline 12
Section 7.1 Discipline 12
Section 7.2 Confidentiality/Non-Disclosure 13
Section 7.3 Personnel Files 13
Section 7.4 Notices 13

Section 7.5 Uniform Peace Officer's Disciplinary Act 14
Article VIII General Provisions 14
Section 8.1 Bulletin Boards 14
Section 8.2 No Discrimination 14
Section 8.3 Indemnification 14
Section 8.4 Secondary Employment 14
Section 8.5 Policies and Procedures 15
Section 8.6 No Solicitation 15
Section 8.7 Union Representatives 15
Section 8.8 Union Stewards 16
Section 8.9 Drug and Alcohol Testing 16
Article IX Board of fire and police commissioners 18
Section 9.1 18
Article X Vacations and Holidays 19
Section 10.1 Vacation Accrual And Time Granted 19
Section 10.2 Vacation Scheduling 20
Section 10.3 Holiday Pay and Personal Days 20
Section 10.4 Vacation Pay 21
Article XI Leaves of Absence 21
Section 11.1 Jury Leave 21
Section 11.2 Military Leave 21
Section 11.3 Funeral Leave. 21
Section 11.4 Accrual of Benefits 22
Section 11.5 On-the-Job Duty Injury Leave 22
Section 11.6 Sick Leave 22
Article XII Miscellaneous Provisions 23
Section 12.1 Hepatitis B Virus Inoculations 23
Section 12.2 Communicable Diseases 24
Section 12.3 Physical Fitness 24
Section 12.4 Uniforms 24
Section 12.5 Travel Time For Training 25
Section 12.6 Meal Allowance 25
Section 12.7 Training 25
Section 12.8 Temporary Duty Assignments 25

Section 12.9 Residency 25
Section 12.10 Specialty Assignments 25
Article XIII Hours of Work and Overtime 26
Section 13.1 Application of Article 26
Section 13.2 Work Schedules 26
Section 13.3 Normal Workday 26
Section 13.4 Overtime Compensation 26
Section 13.5 Call Back 27
Section 13.6 No Pyramiding 27
Section 13.7 Changes in Work Schedule 27
Section 13.8 Ravinia Festival Overtime 27
Section 13.9 Shift Exchanges 28
Section 13.10 Extra Job Selection 28
Section 13.11 Court Pay 29
Section 13.12 Call-In Status 29
Article XIV Tuition Reimbursement 29
Section 14.1 Introduction 29
Section 14.2 Eligibility 30
Section 14.3 Course Qualification 30
Section 14.4 Sign-Up Procedure 30
Section 14.5 Amount of Reimbursement 31
Section 14.6 Reimbursement Procedure 31
Article XV Salaries 32
Section 15.1 Base Wages 32
Section 15.2 Longevity 32
Section 15.3 Acting Commander Pay 32
Article XVI Insurance 33
Section 16.1 Health Insurance Plan 33
Section 16.1a Cost 33
Section 16.1b Cost Containment 33
Section 16.2 Life Insurance 33
Section 16.3 Terms of Policies or Plans to Govern 34
Article XVII Subcontracting 34
Article XVIII Entire Agreement 34

Article XIX Duration Clause 35
Section 19.1 Duration & Reopeners 35
LETTER OF UNDERSTANDING 36

AGREEMENT

This Agreement is made and entered into by and between the City of Highland Park (hereinafter referred to as the "City") and Teamsters Local Union No. 700 (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 in the rank of sergeant (hereinafter referred to as "sergeants" or "employees"), but excluding all sworn peace officers above and below the rank of sergeant, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act; supervisory, managerial, confidential employees and short-term employees as defined by the Act; and all other persons excluded from coverage under the Act.

Section 1.2 Probationary Sergeants. Probationary sergeants are covered by the terms of this contract; however, the parties recognize that probationary sergeants can be demoted to their former rank without cause. The probationary period is twelve (12) months of regular duty

from the date of promotion, excluding paid and unpaid leave, with the exception of approved vacation time off.

ARTICLE II
DUES DEDUCTION

Section 2.1 Dues Checkoff. With respect to any sergeant from whom the City receives individual written authorization, signed by the sergeant, in a form agreed upon by the Union and the City, the City shall deduct from the wages of the sergeant 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 Fair Share. Sergeants under the recognized job classification listed in Article I, Section 1, are not required to join the Union as a condition of employment but each such employee shall, during the term of this Agreement, pay a service fee in an amount not to exceed eighty-five percent (85%) of the Union dues for one (1) Union employee per month for the purpose of administering the provisions of this Agreement. The Union shall certify such amount and otherwise comply with 5 ILCS 315/1, et seq., in regard to this.

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 the Union. If the affected nonmember and the Union are unable to reach agreement on the organization, the organization shall be

selected by the affected nonmember from an approved list of charitable organizations established by the Illinois State Labor Board and the payment shall be made to said organization.

Section 2.3 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 sergeant.

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 for just cause (probationary employees without cause); 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 Deputy Police Chief 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 Deputy Police Chief, or the Deputy 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 Deputy Police Chief or the Deputy Chief's designee, shall provide a written answer to the grievant and the Union within seven (7) calendar days following their meeting.

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 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 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 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 City Manager within seven (7) calendar days after receipt of the City's answer at Step 2. 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 last meeting with the City Manager, or from which all supporting information requested from the Union is received, whichever is later.

STEP 4: 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, 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 3.

(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. The party requesting arbitration 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.

(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 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.

ARTICLE VI
SENIORITY

Section 6.1 Definition of Seniority.

(a) Seniority for purposes of benefit accrual only shall be defined as an employee's length of full-time continuous service as an employee of the City of Highland Park, calculated from the most recent date of hire.

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

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

(d) Seniority, when considered for purposes of selection and usage of vacation and other accrued time off, as provided elsewhere in this Agreement, shall be based upon the employee's length of full-time continuous service as a sworn police officer for the City of Highland Park.

Section 6.2 Loss of Seniority. Seniority shall be lost and the employment relationship terminated 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: layoffs as specified in the Illinois Compiled Statutes.

Section 6.4 Layoffs. Should the City determine that it is necessary to decrease the number of employees in the bargaining unit, it will lay off employees by seniority, as provided in 65 ILCS 5/10-2.1-18 in the Illinois Compiled Statutes, as amended. 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 Preferred Right to Reappointment. If a sergeant is laid off during the term of this Agreement and exercises his or her seniority to bump down into a patrol officer position, and thereby displaces a less senior patrol officer, such former sergeant shall have a preferred right to reappointment to the next vacancy in the position of sergeant which the City decides to fill, provided:

(a) such officer has remained employed by the City and then meets the minimum requirements for an entry level sergeant without additional training; and

(b) if such vacancy arises more than five (5) years after the sergeant was demoted, such officer shall be considered a probationary sergeant under Section 1.2 of this Agreement if he exercises his preferred right of reappointment; and

(c) nothing herein shall obligate the City to reappoint a former sergeant who was demoted more than eight (8) years earlier, or who, following his return to a patrol

officer position, had a significant shortcoming which in the opinion of the City renders it inappropriate to promote such person to the rank of sergeant.

Section 6.6 Notice of Recall. Sergeants who are eligible for recall shall be given ten (10) calendar days' notice of recall, which shall be sent to the sergeant by certified or registered mail, return receipt requested, with a copy to the Union. The sergeant 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 sergeant. It shall be the obligation and responsibility of the sergeant to provide the City Human Resources Director, or the Director's designee, with his latest mailing address. If an sergeant 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. 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 Discipline. The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary officer for up to thirty (30) days or dismiss a non-probationary officer for just cause, without filing charges with the City Board of Fire and Police Commissioners. The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure, provided a grievance is filed in writing within seven (7) calendar days after such discipline is imposed. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article V of this Agreement, except that it shall be filed at Step 3 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article V of this Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the foregoing provisions with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and

shall expressly supersede and preempt, any provisions that might otherwise be contained in the Rules and Regulations of the City Board of Fire and Police Commissioners.

The discipline of probationary officers, as well as any verbal warnings, written reprimands, written warnings or other discipline not involving an unpaid suspension or dismissal shall not be subject to the grievance and arbitration procedure.

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 signed and dated written rebuttal/explanation of any report into his/her file in a timely fashion.

Section 7.4 Notices. A copy of all suspension and discharge notices shall be provided to the employee and the Union, either in person or by mail.

Section 7.5 Uniform Peace Officer's Disciplinary Act. While the provisions of the Uniform Peace Officer's Disciplinary Act, 50 ILCS 725/1 et. seq., are not incorporated into this Agreement, the parties agree that nothing in this Agreement shall be construed as a waiver of an individual sergeant's rights under said Act.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1 Bulletin Boards. The City shall provide space on a bulletin board 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 written 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 sergeants 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 advance 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, or appearance thereof; (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.

Once approved for a given year, such approval will not be unreasonably revoked by the City. Any grievance contesting the City's decision to revoke such approval shall be initiated at Step 3 of the Grievance Procedure.

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 departmental general orders..

Section 8.6 No Solicitation. The Union agrees that its sergeants, 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 written approval of the Police Chief or the Police Chief's designee.

Section 8.9 Drug and Alcohol Testing. To ensure that employees can perform their duties without endangering themselves, City property or the public, employees must be free from illegal drugs and alcohol at all times when in the workplace, performing any work or job-related duties, or driving a City vehicle. This means that no detectable amount of alcohol, illegal drugs (illegal drugs includes legal drugs used without a valid prescription), controlled substances, or any combination thereof, can be present in the employee's system while on the job, either during the regularly scheduled workday, during performance of any overtime or during an emergency response. Many legal and illegal drugs used for recreational purposes may remain in the system for several days. Residual amounts of illegal drugs discovered in the system are included in this policy.

The sale, transfer, distribution, or possession of alcohol, illegal drugs, controlled substances, drug paraphernalia, or any combination thereof on any City premises or work sites (including City vehicles and any private vehicles parked on any City property or work sites) is prohibited and will not be tolerated. (This does not apply to items such as sealed alcohol purchased for home use and stored in a personal vehicle or legally prescribed or non-prescription medicine.) Employees do not have any

expectation of privacy in their work areas, desks, computers, any City property, including but not limited to, lockers, storage areas, telephones, voice mail, or vehicles. The City may, at its discretion, search any City property at any time.

Any employee who is taking prescription or non-prescription medicine should notify his immediate supervisor if the product information or doctor or pharmacist warnings indicate that the substance may be reasonably expected to impair the employee's performance. Any precautions that should be taken as a result of the drug's use (i.e. should not drive or operate equipment, should avoid exposure to the sun, etc.) are to be furnished to the supervisor as well.

Employees are required to submit to a test for the presence of drugs, narcotics or alcohol as outlined below:

A. When there is reasonable suspicion that an employee is under the influence of drugs or alcohol in violation of this policy. "Reasonable suspicion" includes

1. reduced productivity
2. observation of drug or alcohol use
3. apparent drug or alcohol intoxication
4. the smell of alcohol or marijuana
5. slurred speech
6. abnormal, careless or erratic behavior
7. vehicle accidents
8. a single accident inflicting damage to property
9. high absenteeism
10. other behavior inconsistent with previous performance
11. unnecessary use of force or other irrational behavior
12. deterioration in work performance as documented in the City's Reasonable Suspicion Checklist (Appendix A).

B. Where there is serious on-duty injury to the employee or another person, or

C. Where there is damage to City equipment in excess of $1,000

D. Where there is property damage in excess of $1,000

Prior to any testing, a Reasonable Suspicion Checklist should be completed by a supervisor or department head.

A drug test will be required as part of each routine physical examination and physical examination required for promotion or specialized assignment based on departmental or City policy, except as prohibited by law.

An employee will be subject to disciplinary action, up to and including immediate termination, as determined in management's discretion, when, test results positively indicate any of the following:

- The presence of illegal drugs or narcotics;
- The use of prescription drugs without a prescription;
- The abuse of any over-the-counter drug;
- The presence of alcohol.

Disciplinary action, up to and including immediate termination may result from an employee's refusal to submit to any of the following:

- A lawful drug or alcohol examination (interview, testing by lawful electronic devices, etc.);
- A search or inspection of the employee's personal property, vehicle, respective work area, storage area, and work sites located on City premises, facilities, and any other property owned by the City;
- A search or inspection of City-assigned vehicles or equipment;
- Physical testing (i.e., urine sample, blood sample, physical examination, sobriety examination, etc.).

ARTICLE IX
BOARD OF FIRE AND POLICE COMMISSIONERS

Section 9.1 The parties recognize that the City of Highland Park Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement. Except as otherwise provided in Section 7.1 of this Agreement, nothing in this Agreement is intended in any way to replace or diminish any such authority.

ARTICLE X
VACATIONS AND HOLIDAYS

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

Continuous Service	Vacation Credit
0-104 pay periods (1 through 4 years)	80 hours per year or 3.0770 hours per pay period
105-286 pay periods (5 through 11 years)	120 hours per year or 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 sergeant shall accumulate vacation credit during any layoff, suspension, medical leave of absence, military leave of absence, or personal leave of absence. 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 Scheduling. All vacations shall be scheduled in advance, subject to approval by the Chief of Police or his designee. Vacation picks are selected separately between Patrol & Specialty Supervisor personnel. Sergeants make selection with Commanders from their respective units, based on overall police department seniority during an annual vacation pick period specified by the City. Thereafter, vacation picks among sergeants will be considered on a first come, first served basis. Notwithstanding any other provision of this Agreement, it is expressly agreed that the final right to designate, approve and cancel vacation periods is exclusively reserved by the Chief of Police in order to ensure the orderly performance of the services provided by the City.

Section 10.3 Holiday Pay and Personal Days.

(a) In lieu of being granted time off on the holiday observed by the City, each employee shall be credited with nine (9) eight (8) hour days off each calendar year. Sergeants scheduled to work on New Year's Day, Independence Day, Thanksgiving Day and Christmas Day shall receive time and-a-half for all hours worked on such days.

(b) In addition, each employee shall be credited with four (4) personal days (i.e., four (4) eight (8) hour days) off each calendar year. Personal days are scheduled pursuant to a request by each individual employee subject to approval by the Police Chief.

Employees called in early or held over immediately preceding or following a scheduled shift on New Year's Day, Independence 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 Section.

Section 10.4 Vacation Pay. Upon termination of employment for any reason, a sergeant shall receive a lump sum check as compensation for all earned but unused vacation time at the sergeant's regular straight-time rate of pay then in effect for the sergeant's regular job classification.

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 law.

Section 11.3 Funeral Leave. A sergeant 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 sergeant'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).

For purposes of this Section, a sergeant's 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 leave, he shall continue to accrue sick days and vacation time, to the extent required by law.

Section 11.5 On-the-Job Duty Injury Leave. Sergeants will be eligible for on-the-job duty injury leave in accordance with the City policy concerning duty-related illness, injury or disability which is in effect on the date this Agreement is executed.

Section 11.6 Sick Leave. At the beginning of each calendar year, full-time employees are credited with ninety-six (96) hours or twelve (12) days of paid sick leave. Sick time must be used in a minimum of one-hour increments.

At the discretion of the Chief of Police or his designee, sick leave with pay may be authorized for the following purposes only:

- Personal illness;
- Medical or dental appointments (Whenever possible, appointments should be scheduled during non-work hours);

- Enforced quarantine of the employee;
- Sickness in the immediate family;*
- Whenever bereavement leave has been exhausted.

**For purposes of sick leave utilization, "immediate family" includes an employee's spouse, child, step-child, parent, step-parent, brother, sister, father-in-law, mother-in-law, grandchild, grandparent, legal ward, and any relative living in the employee's home.*

When an employee's absence is due to a "serious medical condition" as defined under Family and Medical Leave Act, a "Leave of Absence Request" must be completed even though the employee may be using available sick leave time. A physician or dentist's report may be required before any sick leave with pay is allowed. In the event the Police Chief or his designee feels an employee is abusing sick leave, requests for sick leave may be denied. It is the employee's responsibility to keep his supervisor informed of his condition and when he expects to return to work.

Vacation credits and accrued personal days will be drawn upon in the event an employee is ill and has exhausted all of his current sick leave allotment.

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 sergeant wishing to be inoculated. Additionally, if requested by the sergeant, the City shall provide a verification test of successful inoculation to any sergeant 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 "fitness bonus hour" program offered by the City.

Section 12.4 Uniforms.

(a) Uniforms - Police Sergeants. All full-time Sergeants shall be issued a full set of uniforms and equipment at the time of employment. Thereafter, within available funds, sergeants shall be provided replacement uniforms and equipment pursuant to the Department's quartermaster system.

(b) Uniforms - Detectives. All full-time Detectives shall receive a clothing reimbursement allowance of $800 per contract year. This amount shall be pro rated during the year in which a sergeant 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 for each day spent in approved training or other local training opportunities within the Chicago metropolitan area when a meal is not otherwise provided, excluding in house training. 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 sergeants to available training opportunities.

Section 12.8 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 12.9 Residency. Employees covered under this Agreement shall reside within Lake County, Illinois, counties contiguous to Lake County, Illinois, or DuPage or Kane Counties.

Section 12.10 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.

ARTICLE XIII
HOURS OF WORK AND OVERTIME

Section 13.1 Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of a minimum number hours of work per day, per week, or per work cycle.

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 normally assigned. The normal work cycle is seven (7) days.

Section 13.3 Normal Workday. The normal workday shall consist of eight (8) hours of regular duty. Each workday may be preceded by a fifteen (15) minute paid in-service training duty.

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 worked in excess of the normal work day, with the exception of a 15 minute in-service training duty immediately preceding the Sergeant's regularly scheduled shift 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 that does not continuously precede or follow a sergeant's regularly scheduled working hours. A minimum of two (2) hour's pay at time and one-half will be guaranteed for all call-backs.

Section 13.6 No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

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 fourteen days (14) advance notice of such change to all employees affected by such change. Within said fourteen day period, 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 to a specialty position 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 Ravinia Festival Overtime.

a) At least two weeks prior to the opening of the Ravinia season each year, the Department will distribute and receive written confirmation from sworn personnel below the rank of Deputy Chief requesting they choose one of the following options:
    1. Work every available festival job that does not conflict with their regularly scheduled work hours, including on their scheduled days off, vacation time, etc.
    2. Work only those festival jobs that occur on days they are scheduled for duty but that do not conflict with their regularly scheduled work hours.
    3. Work festival jobs only on a volunteer basis through sign-up for specific days.

b) Festival Job Assignments
    1. Festival sign-up sheets will be posted no later than 10 days prior to the scheduled date of the event. The sign-up sheet shall indicate the personnel assigned to the event and the number of personnel needed to

fill vacant positions (after all patrol officer volunteers have been assigned).

2. The two supervisory positions (Posts 1 & 2) will be filled on a rotational basis from those supervisors choosing to work every available concert, beginning with the supervisor having the most overall seniority.
3. If additional non-supervisory posts remain available after patrolmen have been assigned, these posts shall be made available to supervisors by level of commitment, then overall seniority with the City.
4. Once all posts have been filled with available Highland Park personnel, supervisory posts 1 and 2 will be assigned by rank, then overall seniority with the City.

c) The Department shall make every effort to utilize Department personnel for Ravinia Festival jobs, however, if positions remain unfilled seven days prior to the date of the event, the Department will seek to fill those positions with personnel from other police departments. Should either of the two supervisory posts remain vacant, the Department may assign a supervisor to fill that post. The Chief of Police retains the managerial right to assign a particular rank of supervisor to any particular event at his discretion.

d) Personnel assigned to work a scheduled Ravinia Festival job will be responsible for locating a replacement in the event they do not desire to work the assignment. If the position is a supervisory position, the replacement must be of comparable or higher rank. If the sergeant is unable for any reason to locate a suitable replacement, he or she will be responsible to work the job.

Section 13.9 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 written 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 13.10 Extra Job Selection. This Section only applies to extra jobs requested by outside third parties that the Department elects to post.

(a) Any supervisor can volunteer for a non-supervisory extra-job assignment that has been posted as a "free pick." Up until 72 hours prior to the start of the extra job, a patrolman may take the "free-pick" regardless if an officer of higher rank has signed up for that assignment (unless the post is supervisory in nature). Should no patrolman take the "free pick" assignment, it will be awarded to the supervisor with the highest overall seniority, regardless of rank, who has signed up to take the assignment.

(b) Any supervisor taking a "free pick" assignment will be responsible for finding a suitable replacement should he or she subsequently wish to decline the job. If no replacement is found, the employee assigned will be expected to work the assignment.

(c) Sworn supervisory personnel below the rank of Deputy Chief may volunteer to take an extra-job post assignment that has been designated as supervisory. These posts will be awarded on a rotational basis. If no supervisor volunteers for a supervisory extra-job position, the Department may assign a supervisor to fill that post.

(d) All substitution requests must be submitted in writing on a form provided by the Department and signed by the original sergeant and the substitute. If the post is a designated supervisor position, the substitute must be the rank of Sergeant or Commander. An extra duty assignment of six or more officers will normally include one supervisor.

Section 13.11 Court Pay. All sergeants will receive a minimum of two and one-half (2½) hours of overtime pay for court.

Section 13.12 Call-In Status. A sergeant is not required to remain at home while on call in status. The sergeant may contact the Department from any location as long as the sergeant 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. The City shall continue to maintain the Masters Program for bargaining unit members. Except as set forth in the attached Letter of Understanding, graduate level course reimbursement is available only to Senor 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" on a form promulgated by the City 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 and books.

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 $4,500. 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.

Grade	Reimbursement
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. Within thirty (30) days 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 Base Wages. Retroactive to January 1, 2010, sergeants in the unit on the date this Agreement is executed shall be paid in accordance with the wage schedule attached hereto and incorporated herein at Appendix B. A sergeant promoted on or after February 25, 2013, who has not reached step 8 shall be eligible to move from one step to the next upon completing 6 months in the Sergeant position, and thereafter once every 12 subsequent months, provided such sergeant's most recent performance evaluation was a "meets expectations" or greater.

Note: Appendix B, attached hereto, reflects base pay increases of 2.5% effective January 1, 2010, 1.5% effective January 1, 2011 and 2.3% effective January 1, 2012.

Section 15.2 Longevity. Sergeants shall be given longevity pay increases consistent with the City Policy in effect on May 1, 1996 (Appendix C) .

Section 15.3 Acting Commander Pay. If the Deputy Chief or his designee assigns a sergeant to serve as acting commander for an entire shift, and/or as a fill-in supervisor for a supervisory shift vacancy, in the absence of a higher ranking command officer, then such sergeant shall receive an additional 6% over his regular base pay for the period of such acting assignment.

ARTICLE XVI

INSURANCE

Section 16.1 Health Insurance Plan. The City shall provide actively employed sergeants and their dependents the same group health and hospitalization insurance that is provided to other non-bargaining unit full-time Highland Park City employees eligible for such coverage. The City reserves the right to change insurance carriers, to self-insure, institute cost-containment measures, and 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-bargaining unit full-time Highland Park City employees eligible for insurance coverage.

Section 16.1a Cost. Employee medical premium contributions shall be as set forth in Attachment D. In addition, employees may participate in the WIN Program, as described in Attachment E.

Section 16.1b 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 16.2 Life Insurance. During the term of this Agreement, the City will provide each bargaining unit employee with term life insurance in an amount equal to the employee's annual salary, including longevity. The City retains the right to change insurance carriers or to self-insure this benefit, provided that the City will pay the premium cost of providing term life insurance under this Section.

Section 16.3 Terms of Policies or Plans to Govern.

The extent of coverage under the insurance policies or plan(s) referred to in this Article shall be governed by the terms and conditions set forth in said policies or plans. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy or plan and shall not be subject to the grievance procedure set forth in this Agreement.

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

Section 19.1 Duration & Reopeners. This Agreement shall be effective on the date it is executed by both parties or as awarded by the Arbitrator and shall remain in force and effect until 11:59 p.m. on the 31st day of December, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement.

In the event that 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. This Agreement shall remain in full force and effect pending the completion of negotiations for a successor agreement.

Executed this 29th day of May, 2013.

TEAMSTERS LOCAL UNION NO. 700

Becky Strzechowski-President

Barbara Cornett-Sec. Treasurer

CITY OF HIGHLAND PARK

Sgt. William B. Bonaguidi-Union Member

DAVID W. KNAPP, City Manager

GHIDA S. NEUKIRCH, City Clerk

APPROVED AS TO FORM ONLY

CORPORATION COUNSEL

LETTER OF UNDERSTANDING

In recognition of the parties' mutual interests and desires to promote educational opportunities for sergeants 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 a sergeant must have a minimum of five (5) years of employment as a sworn 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 sergeants sign loan repayment documents to ensure full compliance with Paragraph 3.

3. To qualify for 100% reimbursement a Sergeant must remain in the City's employ for four (4) years following completion of the course for which reimbursement was granted. Sergeants 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:

Length of Employment Following Reimbursement	Amount Which Sergeant Must Repay City
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.

Appendix A

FORM REAS SUSP

REASONABLE SUSPICION OBSERVATION CHECKLIST

Employee _____

Date and Time of observation _____

Location of observation _____

Supervisor _____

OBSERVATIONS

1. SPEECH

Normal	____	Incoherent	____	Confused	____
Silent	____	Slurred	____	Whispering	____
Slobbering	____	Shouting	____	Rambling	____
Hoarse	____	Stuttering	____	Whining	____
Crying	____	Slow	____		

2. BALANCE/ABILITY TO WALK

Normal	____	Swaying	____	Staggering	____
Stumbling	____	Holding on	____	Falling	____
Unable to walk	____	On hands/ knees	____	Moved in circles	____
Grasping for support	____	Arms raised for balance	____		

3. BALANCE/STANDING

Normal	____	Swaying	____	Rigid	____
Sagging at knees	____				

4. AWARENESS

Normal	____	Confused	____
Sleepy or stupor	____	Paranoid	____
Lack of coordination	____		

5. **DEMEANOR**

Normal	____	Fighting	____
Excited	____	Hilarious	____
Sleepy	____	Cooperative	____
Polite	____	Indifferent	____
Crying	____	Antagonistic	____
Calm	____	Weariness/ exhaustion	____
Yawning excessively	____	Unusual untidiness	____

6. **ACTIONS**

Normal	____	Punching	____	Kicking	____
Resisting communication	____	Profanity	____	Threatening	____
Hyperactive	____	Hostile	____	Use of Force	____
Abnormal Behavior	____	Carelessness	____	Erratic Behavior	____

7. **EYES**

Normal	____	Glassy	____	Watery	____
Dilated pupils	____	Droopy lids	____	Red	____
Closed	____	Wearing glasses	____	Not wearing glasses	____
Sunglasses	____	Blank stare	____	Bloodshot	____

8. **CLOTHING**

Normal	____	Dirty	____	Partially dressed	____
Unruly	____	Vomited on	____	Defecated in	____
Smelly clothing	____	Stained clothing	____	Urinated in	____
Messy	____				

9. **MOVEMENT**

Normal	____	Fumbling	____	Slow	____
Tremors	____	Jerky	____	Hyperactive	____

10. **FACE**

Normal	____	Flushed	____	Pale	____
Red, raw nose	____	Sweaty	____		

11. **BREATH**

Normal	____	Alcohol odor	____	Marijuana smell	____
Eating/ chewing gum, mints or candy	____				

12. **PERSONALITY**

____ Withdrawn or improperly talkative
____ Spends excessive amount of time on telephone
____ Argumentative
____ Fighting and assaults or erratic, aggressive or violent behavior
____ Profanity
____ Threatening
____ Hyperactive
____ Hostile
____ Has exaggerated sense of self-importance
____ Significant change in personality
____ Avoids talking with supervisor regarding work issues
____ Appears to be depressed all the time or extremely anxious all the time
____ Irritable or angry
____ Suspicious
____ Complains about others
____ Emotional unsteadiness (e.g., outbursts of crying)

13. ACCIDENTS

____ Taking needless risks
____ Disregard for safety of others
____ Higher than average accident rate on the job
____ Accident caused by human error or flagrant violations of established safety, security or other operating procedures
____ Accident causing damage to City equipment
____ Vehicle accident

14. ABSENTEEISM

____ Acceleration of absenteeism and tardiness, especially Mondays, Fridays, before or after Holidays
____ Frequent unreported absences later explained as "emergencies"
____ Unusual or questionable excuses for absences
____ Unusually high incidence of colds, flu, upset stomach, headaches
____ Frequent use of unscheduled vacation time
____ Leaving work area more than necessary (e.g., frequent trips to water fountain and bathroom)
____ Unexplained disappearance from the job with difficulty in locating employee
____ Requests to leave work early for various reasons

15. WORK PATTERNS

____ Inconsistency in quality of work
____ High/low periods of productivity
____ Poor judgments/more mistakes than usual and general carelessness
____ Lapses in concentration
____ Difficulty in recalling instructions
____ Difficulty in remembering own mistakes
____ Using more time to complete work/missing deadlines
____ Increased difficulty in handling complex situations
____ Difficulty in sorting our priority items from non-essential ones
____ Increased personal phone calls
____ Change in prior patterns of work performance

16. OTHER OBSERVED ACTIONS OR BEHAVIORS: _____

_____

_____

Above behavior witnessed by: _____

_____

_____

Signed: _____
Date: _____

FORM REAS SUSP

Signed: _____
Date: _____

Reports by informants (please detail):

_____
_____
_____

Informant report received by:

Signed: _____
Date: _____

CHI1 #204461 v1

Appendix B

Annualized Pay--Sergeants

1/1/2010 - 12/31/2010 at 2.5%

Grade	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
76050	Police Sergeant	$67,953.00	$70,331.85	$73,847.21	$77,540.10	$81,417.32	$85,488.38	$89,762.85	$94,250.95

1/1/2011 - 12/31/2011 at 1.5%

Grade	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
76050	Police Sergeant	$68,972.30	$71,386.83	$74,954.92	$78,703.20	$82,638.58	$86,770.71	$91,109.29	$95,664.71

1/1/2012 - 12/31/2012 at 2.3%

Grade	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
76050	Police Sergeant	$70,558.66	$73,028.73	$76,678.88	$80,513.37	$84,539.27	$88,766.44	$93,204.80	$97,865.00

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:

Continuous Service	% of Base Pay (According to Salary Plan Amounts)
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.

10 · 15 · 20 · 25 · 30 · 35

Date: May 1, 1996

Employee Contribution

(Employee's Share of Healthcare Coverage by Percent)

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

Attachment E

Program Handbook

May 29, 2009

Table of Contents

Program Overview 4
Program Eligibility 4
Wellness Fair 4
Blood Screening 5
Health Risk Assessment (HRA) 5
WIN Reward Points 6
Disease Management 6
Lifestyle Coaching 7
Preventative Screens and Exams 7
a. Milestone Preventative Screens 7
b. Annual Dental Exam 8
c. Bi-annual Physical 8
WIN-WINs 8
a. Tobacco Free Pledge 8
b. Seat Belt Pledge 8
c. Fitness-Bonus Testing 9
d. Minimal Use of Sick Leave 9
e. Injury-related Preventable Accidents 9
Form Location 10
Form Submission Deadline 10
Credit Levels 10
Employees Hired Between Enrollment Periods 10
Unique Circumstances 11
Employees WIN Committee 12
Commonly Used Terms 13
Appendix A: Wellness Program Annual Point Matrix 14
Appendix B: WIN Milestone Screen 16

Program Handbook

To enhance the lives of our employees and their families by providing convenient and confidential access to health information, free or low-cost preventative health and disease management resources, and maintain a supportive environment that encourages healthy decisions, the City of Highland Park designed the Highland Park Employees WIN program. The program was initiated in February 2009 after extensive research and with the help and support of our employees.

The Employees WIN program has been designed with the following objectives:

1. Create a culture of health among employees and their families
2. Sustain a healthy workforce
3. Reduce the rate of annual healthcare expenditure growth

A number of WIN Goals have been established to measure the progress of the Employees WIN program in reaching the established objectives:

1. Achieve a 90% employee participation rate in the Employees WIN program from eligible employees by the year 2011.
2. Reduce the percentage of employees with high blood pressure from the 2009 baseline of 19.6% (55) by 10% by 2011.
3. Reduce the percentage of employees with pre-diabetic Glucose levels from the 2009 baseline of 24.3% (68) by 8% by 2011. The national average in 2008 was 17.1%.
4. Reduce the percentage of employees with LDL Cholesterol (calculated) levels considered at-risk from 63.6% (178) by 5% by 2011. The national average in 2008 was 63.7%.
5. Reduce the percentage of employees who report being overweight from the 2009 baseline of 70.2% (174) by 7% by 2011. The NBH 2008 Book of Business lists the average at 68.8%.
6. Reduce the annual sick leave utilization per 1,000 scheduled work hours from 27.76 in 2008 to 26.95 in 2010 which represents a reduction of 500 sick hours.

7. Alter the current trend of annual healthcare expenditures, projected to reach $7.6 million in 2012, to achieve a 15% reduction.

Highland Park Employees WIN Program Overview

Evolving from a growing concern regarding overall employee health, the City of Highland Park initiated a comprehensive employee wellness program in 2009. The program, Employees **W**ellness **In**itiatives (**WIN**), was designed with the objectives of creating a culture of health within the organization, sustaining a healthy workforce, and reducing the rate of annual healthcare expenditure increases.

Managed wellness programs are recognized as one of the most effective tools for helping employees improve their health. While the City of Highland Park offered an employee wellness program for 15 years, a decision was made to update the curriculum using advances in research and current best-practices. The new Highland Park program concept was based upon a congregation of information from recognized researchers in the wellness field, nationally respected healthcare professionals, and proven wellness programs. The conceptual program was outlined during an employee meeting where volunteers were asked to join a wellness focus group. Representatives from Community Development, Finance, the Library, Fire Department, Police Department, and Public Works participated in the focus group meetings. The program that resulted is outlined in this document and was presented to employees during a course of meetings at various City Departments and the Library.

To assist in cultivating a culture of health and in an effort to sustain a healthy workforce, the Employees WIN program was developed with three primary facets:

1. Providing employees and spouses confidential, free or low-cost access to personal health information;
2. Providing employees and spouses access to a variety of healthcare resources; and
3. Rewarding healthy decisions by granting wellness points to the employee.

Program Eligibility

The City of Highland Park Employees Wellness Initiatives (WIN) program is a benefit available to full-time employees and spouses who utilize the City health insurance for their primary healthcare coverage. The program is voluntary and will be made available for enrollment during the annual Wellness Fair for existing employees and at other times as determined by the City. Employees covered by a collective bargaining agreement may not be eligible for the benefit and should consult the bargaining agreement to determine eligibility.

Annually, the City will announce the open enrollment period for the Employees WIN program. Eligible employees and spouses must complete the following activities on an annual basis to enroll in the Employees WIN program:

1. **Attend the Wellness Fair (optional for spouses)** - The Wellness Fair will provide employees access to free healthcare resources, information, and

educational opportunities. In 2009 the Wellness Fairs were held in February and in subsequent years will be held within the first quarter of the year. To afford employees an opportunity to attend the Wellness Fair during work hours, two Wellness Fairs were held. In future years, at least one of the Wellness Fairs will be scheduled on a weekday and employees will be allowed to attend during work hours at the discretion of their department head. Employees will not be compensated for attending the Wellness Fair outside of scheduled work hours.

2. **Participate in the scheduled Blood Screening event (employee and spouse)** - A provider has been contracted to conduct blood screens for employees and spouses participating in the Employees WIN program. The company performing the blood screen is independent from the City and is required to be compliant with the Health Information Portability and Accountability Act (HIPAA) and confidential health information will not be released to the City of Highland Park. The blood screen is intended to detect the early warning signs of heart disease, diabetes, liver abnormalities, nutrition disorders, kidney disease, thyroid disease, anemia, and cancer. Results of the blood screen will generally be delivered to the patient directly from the provider via mail or in person within three weeks of the test. Upon completion of the testing, the City of Highland Park will receive a participant listing from the provider indicating if a blood sample was collected from a particular employee or spouse. This information will be used to determine completion of the blood screen. Upon completion of the annual screens, the City will receive aggregated information providing an overview of the employee group results. This information will be utilized by the City to assess program effectiveness and overall health trends over time. No individual data will be received in the program summary report.

   In 2008 the City enhanced the preventative care benefit included in several of the healthcare plans from $150 every two years to $500 per year in anticipation of the wellness program. To encourage employee participation in the wellness program, the employee will not be required to pay an out of pocket cost for the standard blood screen. Rather, the screen will be charged against the annual preventative care benefit defined in the employee's health plan.

3. **Complete a Health Risk Assessment (HRA) (employee and spouse)** - A provider has been selected to provide an online Health Risk Assessment instrument for employees and spouses. The company providing the HRA is independent from the City and is required to comply with HIPAA regulations regarding the confidentiality of health information. The HRA has been designed to provide employees and spouses personal health information regarding health risks, recommended preventative strategies, and identify programs designed to enhance health and wellbeing.

In 2009, the first year of the program, eligible employees and spouses who complete the three areas described above will be deemed to have fully participated in the first phase of the Employees WIN program for the purpose of determining 2009 WIN Credit. During this initial phase of the program, employees and spouses who fully participate will receive the maximum program credit which is the 10% WIN Credit tier. For example, an

employee in the 16% employee healthcare premium contribution band who fully participates (inclusive of spouse if applicable) in the first phase of the Employees WIN program will receive WIN Credit that reduces the effective employee healthcare premium contribution to 6%. [employee healthcare premium contribution percentage – Employees WIN Credit tier = effective employee premium contribution percentage] The Employees WIN Credit tier will be applied to the employee healthcare premium contribution effective March 16, 2009. The 2009 WIN reward will continue through December 31, 2009.

Earning WIN Reward Points

Based upon the research conducted by Dr. Dee Edington of the University of Michigan and other experts in the corporate wellness field, the maximum benefit of wellness programs is based upon the effectiveness of disease management program.[1] The Highland Park Employees WIN program has been structured to provide employees access to multi-faceted disease management and lifestyle coaching programs.

Once an eligible employee (and spouse if applicable) has enrolled in the Employees WIN program he or she is eligible to earn WIN Reward Points. Spouses who utilize the City health insurance as their primary health insurance must participate in the specific sections (See Wellness Program Annual Point Matrix – Appendix A) for the employee to obtain credit, even if the employee completed his/her requirements. For example, if the employee submits a signed Dental Exam form, but the spouse fails to do so, no WIN Reward Points will accrue for the Dental Exam WIN Reward Points.

WIN Reward Points may be accumulated between November 1 and October 31 of the following year. During the initial year of the program, employees have an opportunity to earn WIN Reward Points through October 31, 2009. The WIN Reward Points accumulated by October 31, 2009 will be utilized to calculate the Employees WIN Credit tier for the calendar year 2010.

WIN Reward Points may be earned in one of three ways:

1. **Complete "follow up" as recommended by the contractual service provider**
    a. Based upon the employee/spouse's health they may qualify for a **Disease Management** recommendation. The contractual service provider will make the Disease Management determination based upon specific health criterion. Should an employee/spouse meet the criteria for a recommendation, the contractual service provider will contact the employee/spouse and invite him/her to participate in a structured Disease Management Program. Employees will be contacted at the phone number provided listed in the Health Risk Assessment and by standard mail. The Disease Management program is designed to enhance (not replace) the relationship that a participant may have with their personal physician through contact with a personal health coach or online coaching program as directed by the provider. Upon completion of the Disease Management component, the employee will receive 75 WIN Reward Points. Should an

[1] Hunnicutt, D., 2009, WELCOA Expert Interview: Dee Edington, PhD.

employee and spouse not stratify into the Disease Management tier the employee will automatically be awarded the total points.

b. Based upon the employee/spouse's health they may qualify for a **Lifestyle Coaching** recommendation. The contractual service provider will make the Lifestyle Coaching determination based upon specific health criterion. Should an employee/spouse meet the criteria for a recommendation, the contractual service provider will contact the participant and invite him/her to participate in an online Lifestyle Coaching program. The program is designed to help the participant understand the effects of their lifestyle upon their health, participate in goal-setting, and work toward establishing goals. The program is not designed to replace or interfere with the relationship a participant may have with their personal physician; rather, it is designed to enhance the relationship through contact with a personal health coach or online coaching program. The Lifestyle Coaching tier is worth 40 WIN Reward Points and the program must be completed to earn points. Should an employee and spouse not stratify into the Disease Management tier the employee will automatically be awarded the total points.

2. **Participating in Preventative Screens and Exams.** The Employees WIN program utilized recommendations from the U.S. Preventative Services Task Force (USPSTF) as a basis to tailor the preventative screen/exam portion of the program. The 2008 USPSTF guidelines serve as a standard guide for physicians when determining customary preventative care recommendations. The USPSTF routinely evaluates and reviews their recommendations and releases updated guidelines when deemed necessary. Substantive changes in the USPSTF preventative screening guidelines may result in future modifications to the Employees WIN preventative screening recommendations.

   a. **Milestone preventative screens** as listed in the WIN Milestone Screen chart (Appendix B). For specific genders, certain preventative screens are recommended at specific ages. The WIN Milestone Screen chart has been developed to guide employees and spouses as to what preventative screens are recommended during particular age milestones. Employees/spouses who are at age milestones as shown on the WIN Milestone Screen may earn 50 WIN Reward Points for participating in recommended preventative screens. To obtain credit, employees/spouses must submit the appropriate WIN Preventative Screen form, signed by their physician, to the WIN program administrator. Forms are available on the HP_Share drive or from the Wellness Program Administrator. If the employee and spouse are not scheduled for any milestone screens, 50 WIN Reward Points will automatically be credited to the participating employee.

   b. **Annual Dental Exam.** Periodontal (gum) diseases have been identified as potential risk factors for cardiovascular disease.[2] Therefore, employees and

[2] Journal of Periodontology: January 2002, Vol. 73, No. 1, Pages 73-78 , DOI 10.1902/jop.2002.73.1.73

spouses who participate in an annual preventative dental checkup will earn the qualifying employee 10 WIN Reward Points. To obtain credit, participants must submit the appropriate WIN Dental form, signed by the examining Dentist, to the WIN program administrator. Forms are available on the HP_Share drive or from the Wellness Program Administrator.

c. **Bi-annual Physical Exam.** Employees/spouses who obtain a bi-annual (alternating every two years) physical exam will be awarded 5 WIN Reward points. Employees are eligible for the physical exam-related points in odd numbered years (*i.e.* 2009, 2011), and spouses (if applicable) are eligible in even numbered years. To obtain credit, employees must submit the appropriate WIN Bi-Annual Physical form, signed by the examining physician, to the WIN Program Administrator. The exam must be completed between November 1 and October 31 of the Plan Year to receive credit. (for the 2009 Plan Year, forms must be dated between November 1, 2008 and October 31, 2009) Forms are available on the HP_Share drive or from the Wellness Program Administrator. If the employee is not scheduled to participate in the bi-annual physical in a particular year and does not have a spouse who utilizes the City health insurance as primary, 5 WIN Reward Points will automatically be credited to the participating employee. Employees in certain specialized assignments are required to undergo an annual physical due to the nature of their assignment (*e.g.* confined spaces requirements). The health examination criteria specified in the 2006 Health and Physical Evaluation Program as developed by the Fire Department for annual and comprehensive physical exams has been determined to be an acceptable alternative to the Bi-Annual Physical. Submission of a completed form will still be required.

3. **WIN-WINs.** While the primary focus of the Employees WIN program is upon the prevention, detection, and management of disease, there are a number of additional actions that employees/spouses may take to further improve their health and safety. The WIN-WIN tier comprises a number of actions that are eligible for WIN Reward Points due to their recognized impact upon health and safety.

   a. **Tobacco Free Pledge.** Employees and spouses who sign a pledge to remain tobacco free may earn the employee 10 WIN Reward Points. To obtain credit, employees/spouses must submit a signed WIN Tobacco Free Pledge form to the WIN program administrator. Forms are available on the HP_Share drive or from the Wellness Program Administrator. A signed form is required from both the employee and spouse (if applicable) to receive the WIN Reward Points.

   b. **Seat Belt Pledge.** Employees and spouses who sign a pledge to wear a seatbelt when riding in a motor vehicle may earn the employee 5 WIN Reward Points. To obtain credit, employees/spouses must submit a signed

WIN Seatbelt Pledge form to the WIN program administrator. Forms are available on the HP_Share drive or from the Wellness Program Administrator. A signed form is required from both the employee and spouse (if applicable) to receive the WIN Reward Points.

c. **Fitness-Bonus Testing**. The City of Highland Park Employee Handbook describes the Fitness Bonus Program and the opportunity for employees to earn paid time off for achieving specific targets related to the 75th percentile of the Cooper Institute Standards. The Fitness Bonus Program is a distinct City program. However, employees who attempt to achieve the Fitness Bonus testing standards will receive credit through the Employees WIN program, regardless of their ability to meet the prescribed standards. Employees may receive 2 WIN Reward Points for each of the three testing opportunities per calendar year and 10 WIN Reward Points for attempting the testing in each of the three testing opportunities available each year. To obtain credit, employees must submit a completed WIN Fitness Bonus form to the WIN program administrator. Forms are available on the HP_Share drive or from Wellness Program Administrator. Employees who wish to receive credit for the Employees WIN Fitness Bonus Testing opportunity, but are not able due to a medical condition should contact the WIN program administrator or Wellness Program Administrator.

d. **Minimal Use of Sick Leave**. Employees who utilize a minimal amount of sick leave between the period November 1 and October 31 of the Plan Year have an opportunity to earn WIN Reward Points. As listed in the Wellness Program Annual Point Matrix, employees who use 0-3 days of sick leave will earn 10 WIN Reward Points, 3.1 to 5 days of sick leave equals 6 points, and 5.1 to 7 days will equal 3 points. The use of more than 7 days of sick leave will not result in the award of WIN Reward Points. Employees who are regularly scheduled to work 10, 12, or 24 hour days will be considered to have used one day of sick leave per shift missed. That is, an employee on a 12-hour shift who calls in sick for the entire shift would be considered to have used one "day" of sick leave for the purposes of this section. The number of sick hours utilized will be converted to days per the scheduled hours per shift. Employees who were granted leave which was approved Family Medical Leave [Act] (FMLA) time will not have that time count against the use of sick leave within the guidelines of this program. If FMLA leave is utilized, employees must submit a letter to the Wellness Program Administrator indicating the dates of authorized FMLA leave by October 31 of the Plan Year to ensure proper program credit.

e. **No Injury-related Preventable Accidents**. A direct link exists between injury-related workplace accidents and employee health and safety. Therefore, employees who are not involved in an at-fault, preventable, injury-related accident at the workplace have the opportunity to earn 10 WIN Reward Points. Accidents between November 1st and October 31st of the Plan Year will be considered within the Plan Year. For example, if an employee is involved in an injury accident on December 15 (2009) that is

determined to be preventable by the Accident Review Board, but the accident is not the "fault" of the employee (*i.e.* caused by the actions of the employee) the employee would receive 10 WIN Reward Points during the Plan Year (2010). No forms are required to be submitted in this section.

Form Location. For the convenience of employees, program forms, information, and details are located in the HP_Share/Human Resources/WIN folder. Employees who may have difficulty locating forms or may not have access to the Share drive may contact either the support staff within their department or the Wellness Program Administrator for assistance obtaining forms. Completed forms may be submitted to the Wellness Program Administrator via email (scanned copies are acceptable), faxed to Human Resources at 847-433-2940, or sent via inter-office mail. Employees are encouraged to retain copies of all documents submitted for program credit.

Form Submission Deadline. The program year for all document submission closes on November 4th of each year and all program documents must be submitted on or before 5:00 p.m. on November 4th. Therefore, forms or screens required to be completed will be accepted if dated between November 1 and October 31 of the following year. For example, an employee who completes a physical exam in December 2009 may submit the signed and dated form for the 2009 WIN Reward Points period any time between November 1 (2008) and November 4 (2009). In no circumstance will a form be used for credit over two Plan Years.

Credit Levels

Once the employee has met the initial three requirements (Wellness Fair, blood screening and the HRA) he or she has the opportunity to earn up to a maximum of 225 WIN Reward Points (see Appendix A – Wellness Program Annual Point Matrix). Each area in the matrix is given a predetermined number of points that when accumulated totals 225 WIN Reward Points. In order for points to be earned by the employee, the spouse must also meet the minimum program requirements and complete the applicable forms (if covered as a primary insured under the City's health insurance). For example, an Annual Dental Form must be completed by both the employee and the spouse in order for the employee to receive the 10 WIN Reward Points. If the spouse does not fill out and submit the dental form within the required time, the employee will not receive WIN Reward Points.

If the employee earns 155 points by October 31 of the Plan Year, he or she will automatically be eligible for the 5% WIN Credit tier for the following calendar year. That is, if the employee falls within the 16% employee healthcare premium contribution band and earns 155 WIN Reward Points, he or she will reach the Employees WIN 5% Credit tier which effectively reduces their employee healthcare premium contribution to 11%. If the employee earns 225 WIN Reward Points, he or she will be eligible for the 10% Employees WIN Credit tier; effectively reducing the employee healthcare premium contribution to 6% for the following calendar year.

Employees Hired Between Enrollment Periods

Eligible employees hired between WIN program enrollment periods will be provided an opportunity to participate in the Employees WIN program. Employees hired after the Wellness Fair but prior to November 1 will be offered an opportunity to schedule an

appointment with the contractual Blood Screen testing company. The testing must be completed within 60 days of employment; otherwise, the employee must wait until the next Open Enrollment period to enroll in the program. Both the employee and spouse (if primary) must participate to receive credit. After the employee and spouse successfully complete the blood screen they will be provided an opportunity to complete a Health Risk Assessment (HRA). The HRA must be completed within 30 days of the Blood Screen. Once the employee provides documentation that the employee and spouse completed both the Blood Screen and HRA, the Wellness Program Administrator will credit the employee with the 10% Employees WIN Credit tier. The WIN Credit will remain in effect for not less than 6 months and no more than 12 months while the employee works toward earning WIN Reward Points. Thereafter, the employee will be on the same cycle as the Employees WIN Plan Year. The employee must also attend the next regularly scheduled Wellness Fair. Failure to attend the Wellness Fair will result in the immediate revocation of the Employees WIN Credit tier. Employees hired between November 1 and the date of the Wellness Fair will enter the program during the standard Plan Year cycle. The employee will be required to attend the Wellness Fair, participate in the Blood Screen (employee/spouse), and complete the Health Risk Assessment (employee/spouse) within the timelines released by the Wellness Program Administrator. Upon satisfactory completion of the required elements, the employee will be granted the 10% Employees WIN Credit tier through the remainder of the calendar year.

Unique Circumstances

In addition to creating a culture of health, the purpose of the Employees WIN program is to provide employees/spouses with a valuable benefit that will result in improved health, happiness, longevity, and reduced healthcare expenditures. To that end, the City encourages participation in the voluntary Employees WIN program. However, the City recognizes that there may be unique situations that arise which may impact an employee's or spouse's ability to participate in the program.

The annual blood screen will be scheduled with opportunities to participate over the course of several weeks, with at least one weekend event. The events are scheduled in four to five hour blocks in an effort to reduce costs and maximize contractor effectiveness. In the event of illness or another circumstance beyond the employee/spouse's control that causes the participant to be unable to attend one of the scheduled blood screen events the employee may request consideration for a special blood screen appointment. The employee should submit a request for consideration in writing no later than five calendar days after the last regularly scheduled blood screen event. The letter should detail the circumstances surrounding the incident beyond the employee/spouse's control in sufficient detail. Supporting documentation (*i.e.* doctor's note) is strongly encouraged. The Wellness Program Administrator will consider the request and forward a written recommendation with the employee's original waiver request to the Deputy City Manager within seven calendar days of receipt of the request. The Deputy City Manager will provide the employee and the Wellness Program Administrator with a written decision within 14 days of receipt of the recommendation.

In the event the spouse of an employee, who receives primary health insurance coverage from one of the City's healthcare plans, completely refuses to participate in the Employees WIN program, the employee will not achieve a sufficient number of WIN points to earn

WIN Credit. Should the employee wish to participate in the Employees WIN program and earn WIN Credit, the employee may request consideration of a participation waiver for the spouse. The waiver will only be available if the spouse refused to participate in all portions of the program. If the spouse initiated participation during open enrollment and then stopped participating, a waiver will not be granted. To request a waiver, the employee should submit a letter to the Wellness Program Administrator explaining the circumstances, attempts to secure participation from the spouse (who refuses to participate), and requesting a waiver for a particular program year. The request must be submitted no later than January 31st for consideration for the Plan Year. The Wellness Program Administrator will consider the request and forward a written recommendation with the original waiver request to the Deputy City Manager within seven calendar days of receipt of the request. The Deputy City Manager will provide the employee and the Wellness Program Administrator with a written decision within 14 days of receipt of the recommendation. If a waiver is granted, the employee would be eligible to earn 50% of the available Employees WIN Credit tier available. That is, the maximum WIN Credit tier of 10% becomes a maximum WIN Credit tier of 5%.

Employees WIN Committee

The Employees WIN program was developed to further the goals of Creating a Culture of Health among employees and their families, sustain a healthy workforce, and to reduce the trend of annual health care expenditure increases. The method to achieve the goals was developed with the assistance of employees, through focus group meetings, and after extensive research. In an effort to continue gathering employee feedback and in an effort to continually improve the Employees WIN Program, the Wellness Program Administrator will establish an Employees WIN Committee. The Committee will contain representatives from each of the departments and meet on a quarterly basis. The Wellness Program Administrator may also assemble the WIN Committee more frequently if needed. Like any new program, there may be unanticipated situations that arise and may therefore not addressed in the Program Handbook. Accordingly, the Program Handbook is not intended to be a contract, rather a guideline for the Employees WIN Program which may be modified as necessary. Employees with suggestions to improve or enhance the program are encouraged to contact either their WIN Committee representative or the Wellness Program Administrator.

The **WIN** program is intended to achieve our vision of enhancing the lives of the City of Highland Park employees and their spouses by providing them the health information, resources and the ongoing support intended to improve their health. In an effort to achieve our goals, the program is designed to enable the employee's easy access to information in an understandable format. The program format allows ample time to participate in all facets of the program. If, due to a medical condition or other reason, it is unreasonably difficult for the employee or spouse to achieve the standards for the reward under this program, or if it is medically inadvisable to attempt to achieve the standards for the reward under this program, please contact the Wellness Program Administrator who will work with the participant to develop another way to qualify for the reward.

Commonly Used Terms

Fitness Bonus Program – This term describes a benefit offered to City of Highland Park employees and is described in the Employee Handbook. The Fitness Bonus Program allows employees to earn paid time off for achieving the 75th percentile of the Cooper Institute Standards.

Open Enrollment – The Open Enrollment period for the Employees WIN program will be announced annually and generally be offered within the first quarter of each year.

Plan Year – The Plan Year runs from November 1 through October 31 of each year. The 2010 Plan Year is the period November 1, 2009 through October 31, 2010.

Preventable Accident – The City of Highland Park convenes an employee-based Accident Review Board to determine preventability of workplace-related accidents. The Board qualifies accidents as "preventable" or "non-preventable".

WIN Committee – An employee-based committee established to solicit feedback, suggestions, and conduct research regarding the Employees WIN program. Committee members will consist of volunteers from each of the City departments and the Highland Park Public Library who will meet on a quarterly basis. The Wellness Program Administrator will chair the Committee.

WIN Credit tier – Employees may reach WIN Credit tier levels by earning the established number of WIN Reward Points. Employees who achieve a WIN Credit tier as of November 1 of the Plan Year secure the Credit for the future Calendar Year. That is, reaching the 10% WIN Credit tier by earning 205 WIN Reward Points prior to November 1, 2009 grants the employee WIN Credit for the period January 1, 2010 through December 31, 2010.

WIN Reward Points – Those points an employee who is eligible for the program may earn by completing certain actions. For example, signing the Tobacco-Free Pledge is worth 10 WIN Reward Points.

Appendix A

Wellness Program Annual Point Matrix

Creating a culture of health

Wellness Program Annual Point Matrix	2009		2010		
Activity	E	S	E	S	Note
Wellness Fair (required to participate in program and earn points)	☑	☐	☑	☐	Yearly
Blood Screen	☑	☑	☑	☑	Yearly
On-line HRA (required to participate in program and earn points)	☑	☑	☑	☑	Yearly
Disease Management As Recommended (Points if not recommended)	☑ 75	☑	☑ 75	☑	If Recommended. Earn points in '09 credit for '10 rates
Lifestyle Coaching As Recommended (Points if not recommended)	☑ 40	☑	☑ 40	☑	As Recommended
Preventative Screens at Milestones	☑ 50	☑	☑ 50	☑	Bi-Annual (submit form)
Dental Exam	☑ 10	☑	☑ 10	☑	Annual (submit form)
Bi-Annual Physical (Points if not scheduled year)	☑ 5	☐	☐ 5	☑	Bi-Annual - Employees Odd Years (submit form)
Tobacco-Free Pledge	☑ 10	☑	☑ 10	☑	Annual (submit form)
Sick Leave Usage * FMLA-Care for another does not count against user	☑ 10	☐	☑ 10	☐	HR - Days used 0 – 3 = 10 pts. 3.1 – 5 = 6 pts. 5.1 – 7 = 3 pts. >7 = 0
Fitness Bonus Test	☑ 10	☐	☑ 10	☐	3 testing opportunities/year. 2 pt./testing, 10 if all three wi/year (submit form)
Seat Belt Pledge	☑ 5	☑	☑ 5	☑	Annual (submit form)
No Injury-related Preventable Accidents	☑ 10	☐	☑ 10	☐	No Form Required
Total Points Avail.	225		225		
Available Premium Discount	10% reduction band if Wellness Fair, Blood Screen and HRA are comp. by 03/08/09		155 pts. earned by 11/01/09 = 5% band for 2010 205 pts. earned by 11/01/09 = 10% band for 2010		April 2009

Appendix B

WIN Milestone Screen

Highland Park Employees WIN

Creating a culture of health

MILESTONE PREVENTITIVE SCREENS

04/2009

Health Screen	Age	18	19-20	21	25	30	35	40	45	50	55	60	65	70	75
Abdominal Aortic Aneurysm												Men who have ever smoked			
Breast Cancer (screening)								All women: screen with mammogrpahy every 2 years							
Cervical Cancer		All women aged 21-65 or within 3 years of the onset of sexual activity: screen once every three years													
													High-risk: screen		
Colorectal Cancer										All adults: screen every 5-10 years					
Osteoporosis												High-risk adults: screen			
													All women: screen		
												All men: screen as indicated			

*Information obtained in original form: in Life Course Chart from www.businessgrouphealth.org/prevention/purchasers