Execution Copy
12-14-2012

AGREEMENT

between

THE CITY OF HIGHLAND PARK, ILLINOIS

and

ILLINOIS COUNCIL OF POLICE

2011 - 2012

TABLE OF CONTENTS

ARTICLE I RECOGNITION AND REPRESENTATION 1

Section 1.1 Representative Unit. 1
Section 1.2 Probationary Officers. 1

ARTICLE II DUES DEDUCTION AND FAIR SHARE 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. 8
Section 5.4 Time Limit for Filing. 8
Section 5.5 Bypassing Steps. 9
Section 5.6 Disciplinary Grievances. 9

ARTICLE VI SENIORITY 10

Section 6.1 Definition of Seniority. 10
Section 6.2 Loss of Seniority. 10
Section 6.3 Application of Seniority. 11
Section 6.4 Layoffs and Recall. 11
Section 6.5 Right of Recall. 11
Section 6.6 Notice of Recall. 11
Section 6.7 Seniority List. 12

ARTICLE VII DISCIPLINE 12

Section 7.1 Notification and Review. 12
Section 7.2 Confidentiality/Non-Disclosure. 13

Section 7.3 Personnel Files. 13
Section 7.4 Notices. 13
Section 7.5 Application. 13

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. 15

ARTICLE IX LABOR MANAGEMENT AND SAFETY MEETINGS 16

Section 9.1 Meeting Request. 16
Section 9.2 Content. 16
Section 9.3 Attendance. 16
Section 9.4 Disabling Safety Defects. 17

ARTICLE X VACATIONS AND HOLIDAYS 17

Section 10.1 Vacation Accrual And Time Granted. 17
Section 10.2 Vacation Pay. 18
Section 10.3 Holidays. 18

ARTICLE XI LEAVES OF ABSENCE 19

Section 11.1 Jury Leave. 19
Section 11.2 Military Leave. 19
Section 11.3 Funeral Leave. 19
Section 11.4 Accrual of Benefits. 20
Section 11.5 On-the-Job Duty Injury Leave. 20

ARTICLE XII MISCELLANEOUS PROVISIONS 20

Section 12.1 Hepatitis B Virus Inoculations. 20
Section 12.2 Communicable Diseases. 21
Section 12.3 Physical Fitness. 21
Section 12.4 Uniforms. 21
Section 12.5 Travel Time For Training. 22
Section 12.6 Meal Allowance: 22
Section 12.7 Training. 22
Section 12.8 Specialty Assignments. 22
Section 12.9 Temporary Duty Assignments. 22
Section 12.10 Residency. 23

ARTICLE XIII HOURS OF WORK AND OVERTIME 23

Section 13.1 Purpose of Article. 23
Section 13.2 Work Schedules. 23
Section 13.3 Normal Workday. 23
Section 13.4 Overtime Compensation. 23
Section 13.5 Call Back. 24
Section 13.6 No Pyramiding. 24
Section 13.7 Changes in Work Schedule. 24
Section 13.8 Compensatory Time Bank. 24
Section 13.9 Ravinia Festival Overtime. 25
Section 13.10 Shift Exchanges. 26
Section 13.11 Extra Job Selection. 27
Section 13.12 Court Pay. 28
Section 13.13 Call-In Status. 28

ARTICLE XIV TUITION REIMBURSEMENT 28

Section 14.1 Introduction. 28
Section 14.2 Eligibility. 28
Section 14.3 Course Qualification. 29
Section 14.4 Sign-Up Procedure. 29
Section 14.5 Amount of Reimbursement. 30
Section 14.6 Reimbursement Procedure. 30

ARTICLE XV SALARIES 31

Section 15.1 Employee Salaries. 31
Section 15.2 Step Movement. 32
Section 15.3 Longevity Pay. 33
Section 15.4 FTO Pay. 33

ARTICLE XVI INSURANCE 33

Section 16.1 Coverage. 33
Section 16.2 Cost. 33
Section 16.3 Cost Containment. 34
Section 16.4 Terms of Policies to Govern. 34
Section 16.5 Life Insurance. 34

ARTICLE XVII SUBCONTRACTING 34

ARTICLE XVIII ENTIRE AGREEMENT 35

ARTICLE XIX DURATION CLAUSE 36

AGREEMENT

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

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

ARTICLE I
RECOGNITION AND REPRESENTATION

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

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

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

ARTICLE II
DUES DEDUCTION AND FAIR SHARE

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

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

Section 2.2 Fair Share. Officers under job classifications 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 non member and the Union are unable to reach agreement on the organization, the organization shall be

selected by the affected non member from an approved list of charitable organizations established by the Illinois State Labor 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 police officer.

ARTICLE III
MANAGEMENT RIGHTS

Section 3.1 Management Rights. Except as specifically limited by the express written provisions of this Agreement and applicable laws, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the work force; to establish the qualifications for employment; to maintain a capable and efficient police force; to establish specialty positions and select personnel to fill them; to establish work and productivity standards and from time to time to change those standards; to assign overtime, to institute drug and alcohol testing; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce rules, regulations, orders, policies and procedures; to evaluate employees; to require the physical and mental fitness of employees; to discipline, to suspend, and discharge employees; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours; to determine internal investigation procedures; to take any and all actions as may be necessary to

carry out the mission of the City and the Police Department in the event of civil emergency, riots, civil disorders, tornado conditions, floods, etc., as may be declared by the Mayor, the City Manager, Police Chief or their authorized designees; and to generally carry out the mission of the City.

ARTICLE IV
CONTINUITY OF OPERATION

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

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

(a) Publicly disavow such action by the employees or other persons involved.

(b) Advise the employer in writing that such action has not been caused or sanctioned by the Union.

(c) Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately.

(d) Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the City to accomplish this end.

Section 4.3 Discharge of Violators. The City shall have the right to file charges seeking discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union on their behalf, shall

have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in an action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the City may not be disturbed.

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

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

ARTICLE V
GRIEVANCE PROCEDURE

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

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

STEP 1: Any Employee who has a grievance shall submit the grievance in writing to the employee's immediate on-duty supervisor of the rank of sergeant or higher, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. Preparation of these written materials shall not be done during the employee's hours of work. All grievances must be presented no later than seven (7) calendar days from the event giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall

render a written response to the grievant within seven (7) calendar days after the grievance is presented.

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

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

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

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

(a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation and Conciliation Service ("FMCS") for a panel of five (5) arbitrators from which the parties shall select a neutral arbitrator. In the event that the City

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

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.

(c) The arbitrator shall endeavor to submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

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

(e) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.3 Limitations of Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue or issues reasonably raised by the grievance as initially submitted. The arbitrator shall have no authority to make a decision on any issue or issues not so reasonably raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with applicable laws. Any decision or award of the arbitrator rendered within the limitations of this Section 5 shall be final and binding upon the City, the Union and the employees covered by this Agreement.

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

If a grievance is not presented by the employee or by the Union (as defined above) within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee or the Union, whichever is applicable, may elect to treat the grievance as denied at the step and, within fifteen (15) calendar days after the City's answer was due, appeal the grievance

to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 5.5 Bypassing Steps. The parties may by mutual agreement in writing agree to bypass one (1) or more steps of the grievance procedure. Any grievance filed by the Union shall be initiated at Step 2.

Section 5.6 Disciplinary Grievances.

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

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

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

ARTICLE VI
SENIORITY

Section 6.1 Definition of Seniority.

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

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

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

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

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

(a) The employee resigns or quits;

(b) The employee retires;

(c) The employee is discharged or permanently removed from the payroll, and the separation is not reversed;

(d) The employee does not return to work at the expiration of a leave of absence;

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII
DISCIPLINE

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

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

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

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

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

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

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

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1 Bulletin Boards. The City shall provide a bulletin board or bulletin board space (the dimension of which shall be a minimum of 2' x 3') for use by the Union for the posting of official Union notices of a non-political, non inflammatory nature. Posting of Union notices shall be limited to such bulletin board, but with permission of the Police Chief or his designee notices may be posted elsewhere.

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

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

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

Section 8.4 Secondary Employment. With the exception of Off Duty Details as regulated in the Department's Policy and Procedure Manual, employees shall not be employed by employers other than the City, nor shall they contract or accept anything of value in return for services, nor shall they otherwise be self employed for remuneration, without the written approval of the Police Chief and the City Manager. Employees may not hold outside jobs including self-employment which will: (1) result in a conflict of interest; (2) result in work for the City; (3) result in outside work during an employee's work shift; (4) involve the use of any City equipment, uniform, badge, weapon or other supplies; (5) involve work on any premises or in any establishment which is a dram shop; (6) foreseeably require exercise of any official

authority conferred by the City; or (7) infringe on their ability to fully perform their job duties for the City. Employees seeking permission to perform outside employment shall annually apply in writing for approval on a form to be provided by the City. Such application shall be approved or denied in writing and within a reasonable period of time.

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

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

Section 8.7 Union Representatives. Duly authorized Union business representatives will be permitted access at reasonable times to the premises of the City for the purpose of handling grievances or otherwise representing employees pursuant to the provisions of this Agreement. These business representatives will be identified to the Police Chief or his designee in a manner suitable to the City and on each occasion will first secure the prior approval of the Police Chief or his designee to enter and conduct their business so as not to interfere with City operations. If such approval is granted, the Police Chief or his designee shall designate the area where such business is to be conducted and the period of time to be provided. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general department rules applicable to non employees.

Section 8.8 Union Stewards. The City recognizes the right of bargaining unit members to select Union Stewards. The Union shall provide the Police Chief with the name of the Chief Union Steward and any other Stewards selected by the Union. The Chief Union

Steward shall not be permitted to conduct Union business during working hours without the specific advance approval of the Police Chief or the Police Chief's designee.

ARTICLE IX
LABOR MANAGEMENT AND SAFETY MEETINGS

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

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

(b) A sharing of general information of interest to the parties; or

(c) Issues and concerns involving safety.

Section 9.2 Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management" meetings, nor shall negotiations for the purpose of altering any or all of the terms in this Agreement be carried on at such meetings.

Section 9.3 Attendance. Attendance at "labor-management meetings" shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, two (2) persons from each side shall attend these meetings, schedules permitting. Attendance by bargaining unit members at such meetings

shall not interfere with required duty time, and attendance may be during duty time if mutually agreed between the Police Chief or his/her designee(s) and the Union representative.

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

ARTICLE X
VACATIONS AND HOLIDAYS

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

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 officer shall accumulate vacation credit during any layoff, suspension, medical leave of absence, military leave of absence, or personal leave of absence. New officers shall be entitled to take vacation after twenty-six (26) pay periods of continuous service. Vacation time must be scheduled and approved in advance by the Police Chief. In addition, vacation credit shall be drawn upon in the event any given full-time employee is ill and has used all of his accumulated sick leave. Accumulated vacation credit of not more than two hundred forty (240) hours may be carried over from one (1) calendar year to another.

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

Section 10.3 Holidays.

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

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

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

ARTICLE XI
LEAVES OF ABSENCE

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

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

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

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

(a) Spouse

(b) Son or daughter

(c) Mother or father

(d) Sister or brother

(e) Mother-in-law or father-in-law

(f) Sister-in-law or brother-in-law

(g) Grandparents or grandparents-in-law

(h) Grandchild

(i) Stepparents

(j) Stepchildren

(k) Any relative living in the employee's home

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

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

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 12.1 Hepatitis B Virus Inoculations. The City shall provide, at City expense, a Hepatitis B Virus (HBV) Inoculation Series to any employee wishing to be inoculated. The City shall offer such inoculation to every new employee. Additionally, the City shall provide a

verification test of successful inoculation to any employee that received the inoculation series, and any additional inoculations necessary. The City may provide, at its expense, such further prophylactic inoculations as it determines necessary or appropriate.

Section 12.2 Communicable Diseases. Upon notification that an employee is significantly exposed in the course of duty to the risk of transmission of disease, as defined by the U. S. Center for Disease Control, from a person determined to have a disease process of a contagious or infectious nature, the employee shall immediately be notified of such by the City and shall be granted, at City expense, medically necessary tests and/or screening, and prophylactic treatment as determined appropriate by a doctor designated by the City.

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

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

Section 12.4 Uniforms.

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

(b) Uniforms -- Detectives. All full-time Detectives shall receive a clothing reimbursement allowance of $700 per contract year. This amount shall be pro rated during the

year in which an employee becomes a full-time Detective. In order to receive reimbursement, the Detective must submit proof of purchase of clothing which is consistent with the General Orders and directives issued by the Chief of Police regarding appropriate attire for Detectives.

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

Section 12.6 Meal Allowance: There shall be a $5.00 meal allowance for each day spent in initial, police-recruit Academy training or other local training opportunities within the Chicago metropolitan area when a meal is not otherwise provided. All other expenses incurred for travel, meals, lodging, etc., in connection with professional training opportunities, shall be reimbursed in accordance with the City policy governing professional training and travel.

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

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

Section 12.9 Temporary Duty Assignments. The Police Chief or his designee may, at his discretion, offer or assign temporary work with a physician's approval to an employee if the employee is qualified to perform such work and if the employee is unable to perform regular responsibilities because of illness, injury or disability, provided there is a reasonable expectation

the employee will be able to resume full duties and responsibilities within six (6) months. This Article does not obligate the City to create new positions.

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

ARTICLE XIII
HOURS OF WORK AND OVERTIME

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

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

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

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

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

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

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

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

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

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

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

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

Section 13.9 Ravinia Festival Overtime.

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

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

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

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

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

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

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

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

Section 13.11 Extra Job Selection.

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

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

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

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

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

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

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

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

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

ARTICLE XIV
TUITION REIMBURSEMENT

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

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

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

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

Section 14.3 Course Qualification. Courses may be part of a degree program that the employee is pursuing independently, but the reimbursement program does not encompass the pursuit of a college degree itself. Courses, whether high school, undergraduate or graduate, must be directly related to the job the employee is currently performing, no exceptions. For example, courses taken by a police officer in the area of criminal justice or by a fire fighter in the area of fire science are eligible for reimbursement. Courses required as part of a degree program which are not directly job related will be reimbursed by the City at fifty percent (50%) of the amounts set forth in Section 14.5. Classes must not interfere with an employee's ability to perform his/her job.

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

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

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

ARTICLE XV
SALARIES

Section 15.1 Employee Salaries. Effective January 1, 2011, employees covered by this Agreement shall be paid on the basis of the following:

STEP		ANNUAL
Starting Salary (Step 1)	$	58,404.02
After 6 Months (Step 2)	$	60,448.10
After 1 Year (Step 3)	$	63,354.81
After 2 Years (Step 4)	$	66,406.18
After 3 Years (Step 5)	$	69,672.63
After 4 Years (Step 6)	$	73,156.51
After 5 Years (Step 7)	$	76,814.49
After 6 Years (Step 8)	$	80,655.51

Effective July 1, 2011, employees covered by this Agreement shall be paid on the basis of the following:

STEP		ANNUAL
Starting Salary (Step 1)	$	59,134.07
After 6 Months (Step 2)	$	61,203.70
After 1 Year (Step 3)	$	64,146.74
After 2 Years (Step 4)	$	67,236.26
After 3 Years (Step 5)	$	70,543.53
After 4 Years (Step 6)	$	74,070.96
After 5 Years (Step 7)	$	77,774.67
After 6 Years (Step 8)	$	81,663.70

Effective January 1, 2012, employees covered by this Agreement shall be paid on the basis of the following:

STEP		ANNUAL
Starting Salary (Step 1)	$	59,873.24
After 6 Months (Step 2)	$	61,968.75
After 1 Year (Step 3)	$	64,948.58
After 2 Years (Step 4)	$	68,076.71
After 3 Years (Step 5)	$	71,425.33
After 4 Years (Step 6)	$	74,996.85
After 5 Years (Step 7)	$	78,746.85
After 6 Years (Step 8)	$	82,684.50

Effective July 1, 2012, employees covered by this Agreement shall be paid on the basis of the following:

STEP		ANNUAL
Starting Salary (Step 1)	$	60,621.66
After 6 Months (Step 2)	$	62,743.36
After 1 Year (Step 3)	$	65,760.43
After 2 Years (Step 4)	$	68,927.67
After 3 Years (Step 5)	$	72,318.14
After 4 Years (Step 6)	$	75,934.31
After 5 Years (Step 7)	$	79,731.19
After 6 Years (Step 8)	$	83,718.05

Employees employed on the date of signing of this Agreement, employees who were promoted to the rank of Sergeant during the term of this Agreement, and any bargaining unit member who retired from the department during the term of this Agreement shall be entitled to retroactive pay for all hours worked or paid as a bargaining unit member. Further, the City may elect to immediately reopen negotiations on the issue of wages (Section 15.1) and longevity (Section 15.3) upon the issuance by Arbitrator Edwin Benn of the interest arbitration award affecting the City and its police sergeants. Such reopener negotiations shall commence within ten (10) days of service of the election to reopen on the Union, and shall be subject to the impasse resolution procedures contained in Section 14 of the Illinois Public Labor Relations Act.

Section 15.2 Step Movement.

Except as otherwise provided herein, an employee shall move from starting salary to Step 2 upon completing 6 months of employment, and one year later to Step 3 (After 1 ½ Years), and thereafter the employee shall move from one step to the next, annually from the Step 2 anniversary date as a full-time police officer.

There shall be no step movement for calendar year 2009, *i.e.*, steps were frozen for calendar year 2009. Step movement shall resume for the calendar year beginning January 1, 2010, and an employee shall move one step on the employee's anniversary date as described

above. In addition, as a one-time adjustment, an employee who did not receive a step increase during 2009 shall move a second step 6 months following their first step movement in 2010. Additional steps will resume annually from that second 6 month step. (*Example*: If an employee reached Step 6 on 2/1/09 and did not move to Step 6, such employee shall move to step 6 on 2/1/2010 and shall thereafter move to step 7 six months later, on 8/1/2010. Such employee shall then move to Step 8 on 8/1/2011.)

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

Section 15.4 FTO Pay. Employees who serve as Field Training Officers (FTO's), including any officer acting in this capacity, shall receive one quarter (¼) hour of straight-time pay per day worked as an FTO. The length of the training periods shall be as designated by the Chief of Police.

ARTICLE XVI
INSURANCE

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

Section 16.2 Cost. Retroactive to January 1, 2010, employee premium contributions shall be remitted in accordance with the premium contribution schedule set forth in Attachment A. Commencing June 1, 2010, employee medical premium contributions shall be as

set forth in Attachment B. In addition, employees may participate in the WIN Program, as described in Attachment C, which such program shall remain unchanged though December 31, 2010, except for implementation adjustments made by the City to enable bargaining unit employee participation.

Note: Any past premium contributions owed to the City under the above schedule shall be deducted by the City from the back pay amounts due as a result of the retroactive wage adjustment under Section 15.1.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.Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

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

ARTICLE XVII
SUBCONTRACTING

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

The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to City operations. The rights of contracting or subcontracting

are vested in the City. In cases of contracting or subcontracting resulting in layoffs of employees covered by this Agreement, the City will hold advance discussions with the Union prior to letting the contract and will advise the Union of the nature, scope and work to be performed by the subcontracting. The Union will have the opportunity to submit proposals during these meetings for the purpose of decreasing the effects of any subcontracting on members of the bargaining unit.

ARTICLE XVIII
ENTIRE AGREEMENT

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

ARTICLE XIX
DURATION CLAUSE

This Agreement shall be effective on the date it is executed by both parties and shall remain in force and effect until 11:59 p.m. on the 31st day of December, 2012.

Executed this 2nd day of January, 2013.

CITY OF HIGHLAND PARK

ILLINOIS COUNCIL OF POLICE

Approved as to form
City Corporation Counsel
HP

LETTER OF UNDERSTANDING

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

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

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

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

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

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

Length of Employment Following Reimbursement	Amount Which Officer 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.

LETTER OF UNDERSTANDING

POST-EMPLOYMENT HEALTH PLAN

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

Attachment A

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

Attachment B

Employee Contribution

(Employee's Share of Healthcare Coverage by Percent)

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%