AGREEMENT

between

THE CITY OF HIGHLAND PARK, ILLINOIS

and

TEAMSTERS LOCAL UNION NO. 700

Sergeants Unit

January 1, 2016 to December 31, 2018

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AGREEMENT

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

(e) For purposes of shift selection seniority in grade will be utilized.

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.

(c) Employees working special duty assignments on Independence Day shall receive an additional half-time premium for hours worked in addition to the Independence Day Holiday Pay as set forth in Section 10.3 (a). Special duty shall not include assignments on a regularly scheduled shift.

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.

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.

c) 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.

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.

Section 13.13 Pre-Shift Preparation Time/"Supervisor Days". Sergeants shall report for 15 minutes of pre-shift preparation time. The 15 minutes of pre-shift preparation time shall be compensated in the form of compensatory time. This compensatory time will be "front loaded" in the form of 48 hours of "Supervisor Days" which are placed in each Sergeant's accrued leave bank on January 1 of each year (beginning with January 1, 2016). All Sergeants shall receive

these Supervisor Days, regardless of their assignment. The Sergeant shall use their Supervisor Days in the year they are accrued. If the Sergeant has unused Supervisor Days remaining at the end of the year, they shall be cashed out during the last pay period of the year. Because of the limited number of Sergeants available to cover for shift shortages, the use of a Supervisor Day cannot cause a supervisory shift shortage because it would be unduly burdensome to fill that shortage.

Section 13.14 Emergency Patrol Supervisor Coverage. In the instance that a Patrol supervisor(s) needs to be relived from duty due to involvement in a critical incident, the City may temporarily fill the position(s) in the most expeditious manner at its discretion. Simultaneously, the supervisor volunteer call-in list shall be activated by sending a page stating: "Emergency Patrol Supervisor Coverage Needed." The page shall include the number of Patrol supervisors needed. Supervisors responding to the page will be afforded thirty (30) minutes to respond. At the expiration of the thirty (30) minute period, the vacancy(s) will be afforded to personnel in the following order:

1. Patrol Sergeants by seniority in grade.
2. Support Sergeants by seniority in grade.
3. Commanders at the City's discretion.

Sergeants who were utilized at the City's discretion for the expeditious fill in, and who are relieved by the voluntary list procedure, shall be compensated a minimum of two (2) hours pay at his or her applicable overtime rate.

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	75%
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, 2016, 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.

Upon promotion to Sergeant, the employee shall be placed at the lowest established step above the employee's base salary provided said salary is a minimum of a 2% salary increase. Newly appointed Sergeants shall move from their starting salary to the next step upon completing six months of service and then to the next step one year later (one and one-half years following appointment date), and from one step the next step thereafter annually until reaching the top step. All step movement shall be conditioned upon the Sergeant receiving a "meets expectations" or greater performance evaluation in their most recent evaluation.

Note: Appendix B, attached hereto, reflects base pay increases of: 2.00% effective January 1, 2016, 2.00% effective January 1, 2017 and 2.00% effective January 1, 2018. Employees will be paid retroactively for all hours worked or paid from January 1, 2016 to the present. In addition to the base pay increase, effective January 1, 2016 employees covered by

this Agreement shall receive equity pay increases of: 0.00% effective January 1, 2016, .50% effective January 1, 2017, and .75% effective January 1, 2018.

The parties agree that the equity adjustment discussed above and outlined in Appendix B is considered part of the Sergeants' base pay and is therefore considered pensionable income.

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 shall take part in the WIN Program as it applies to all non-union employees. The City will give the Union 30 days' notice and, upon request, meet and

discuss any changes with the Union. The City will offer to train employees on any changes that are implemented.

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
ACCIDENT REVIEW BOARD

In an effort to avoid or reduce personal and/or financial consequences of accidental injuries or damages sustained by its employees and the general public, the City of Highland Park (City) has created a system of Accident Review Boards (Boards). These Boards are charged with the responsibility of identifying, investigating and evaluating employee work-related

injuries, vehicle accidents and property damage accidents and to recommend appropriate remedial action to prevent similar accidents/injuries in the future. These Boards are not disciplinary bodies but make recommendations to the applicable department head based upon the guidelines set out in the City's Accident Review Board policy. These Boards shall recommend job training to Department Heads for employees or work groups in order to foster a safe and accident-free work environment for all employees.

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

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

For purposes of Accident Review Board guidelines, City employees shall be classified in one of the categories listed below.

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

Employees shall be subject to disciplinary recommendations for preventable accidents as set forth in the Accident Review Board Guidelines.

The Accident Review Boards shall adhere to the regulations set forth in the City policy.

ARTICLE XVIII
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 XIV
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 XX
DURATION CLAUSE

Section 20.1 Duration & Reopeners. The parties recognize that a significant portion of the City's General Fund Revenues are based on revenue provided by the State through the Local Government Distributive Fund ("LGDF"). The parties further recognize that for several years, the State Legislature and/or Governor's office have threatened to reduce the City's share of LGDF funds. A reduction in LGDF funds would significantly limit the City's ability to fund Police Department operations. Therefore, the parties recognize and agree that employee salary increases will be based in part on the continued receipt of LGDF funds.

To this end, the parties agree that the salaries above will be linked to the amount of LGDF funding that will be received from the State of Illinois, based on the State fiscal year 2015 distribution (July 1, 2014-June 30, 2015). Notwithstanding the foregoing wage adjustments, if the State of Illinois legislature reduces the City's revenues from the Local Government Distributive Funds ("LGDF") by 50% or more, the City shall have the right to reopen this Section 15.1 only. Such reopener may not be invoked by the City prior to January 1, 2017. If the parties are unable to reach resolution pursuant to the reopener provided for in this Section, either party may invoke the impasse provisions provided for in Section 14 of the Illinois Public Labor Relations Act.

Notwithstanding the foregoing wage adjustments, if the State of Illinois legislature freezes local property taxes at any time during the contract period, the City shall have the right to reopen this Section 15.1 only. Such reopener may not be invoked by the City prior to January 1, 2017. If the parties are unable to reach resolution pursuant to the reopener provided for in this Section, either party may invoke the impasse provisions provided for in Section 14 of the Illinois Public Labor Relations Act.

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, 2015. 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 25TH day of MARCH, 2016.

TEAMSTERS LOCAL UNION NO. 700	CITY OF HIGHLAND PARK

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.

MEMO OF AGREEMENT REGARDING CUT-OFF STANDARDS UTILIZED FOR DRUG AND/OR ALCOHOL TESTING

The parties agree that as of the date of ratification of their collective bargaining agreement, the cut-off standards utilized for drug and/or alcohol testing by the Northeastern Illinois Regional Crime Laboratory shall be as set forth below:

Ethyl Alcohol	0.02%
THC Metabolites (Marijuana Metab.)	50ng/ml
Cocaine and Metabolites	300ng/ml
Phencyclidine (PCP)	25ng/ml
Benzodiazepines	300ng/ml
Opiates	300ng/ml
Barbiturates	200ng/ml
Amphetamines	500ng/ml

Additional controlled substances may be tested for and cut off levels will be set at current scientifically acceptable levels based on Illinois Regional Crime Laboratory standards.

Further, any disputes arising under this Memo of Agreement shall be subject to Article V, Grievance Procedure.

Agreed:

Becky Szczepanski, President Teamsters Local 700

Michael H. Melon

Linda S. Wenkend

On behalf of the City of Highland Park

On behalf of Teamsters, Local 700

Dated: MARCH 25, 2016

Attest:

Appendix B

Annualized Pay-Sergeants

1/1/2016 – 12/31/2016 at 2.00%

GRADE	DESCRIPTION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
76050	POLICE SERGEANT	$76,187.77	$78,854.89	$82,796.26	$86,936.66	$91,283.74	$95,848.15	$100,640.60	$105,672.58

1/1/2017 – 12/31/2017 at 2.0% + 0.5% Equity Adjustment

GRADE	DESCRIPTION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
76050	POLICE SERGEANT	$78,092.46	$80,826.27	$84,866.16	$89,110.08	$93,565.83	$98,244.35	$103,156.61	$108,314.40

1/1/2018 – 12/31/2018 at 2.0% + 0.75% Equity Adjustment

GRADE	DESCRIPTION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
76050	POLICE SERGEANT	$80,240.00	$83,048.99	$87,199.98	$91,560.60	$96,138.89	$100,946.07	$105,993.42	$111,293.04

Appendix C

Longevity Pay

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

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.

Attachment D

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%

SIDE LETTER

The City will use its best efforts to add an additional deferred compensation plan with lower fees within 90 days of the Arbitrator's Award, if one is available.

Agreed:

Becky Szczepanski, President Teamsters Local 700

Michael G. Mc

Gloria S Merkurd

On behalf of the City of Highland Park

On behalf of Teamsters, Local 700

Dated: MARCH 25, 2016

Attest:

SIDE LETTER OF AGREEMENT

This document shall serve as a Side Letter of Agreement to memorialize the agreement/practice between the City of Highland Park (City), Illinois and the Highland Park Police Department's Sergeant's Union (Teamsters Local 700) as it pertains to twelve (12) hour shifts and shall be in full force and effect on JANUARY 1, 2016.

1. This Side Letter of Agreement only pertains to the 12 hour shift plan for police sergeants;

2. The City and Teamsters agree to abide by this twelve (12) hour shift plan;

3. In the event there is a conflict between the Agreement and the Side Letter, the Side Letter shall control;

4. In the event the City requires a Sergeant assigned to active patrol to attend a training course outside of City boundaries, the Sergeant will be paid and reimbursed the following – for training classes outside of City boundaries up to and including thirty (30) miles, the Sergeant will be credited one (1) hour towards the Sergeant's regular 12 hour shift and any training class held over thirty (30) miles away will be credited two (2) hours towards the Sergeant's regular 12 hour shift. The City will determine the mode of transportation and will make all necessary travel arrangements. Travel distance will be determined through use of an Internet mapping service, as determined by the City, from the police station or the Sergeant's residence, to the location of the training, whichever is less. If the training class is less than 8 hours in duration, the remaining time will be credited against travel time.

5. This Side Letter shall be in full force and effect starting January 1, 2016 and ending December 31, 2016 unless an alternative agreement is reached between the City and the Union in negotiations, although nothing herein shall preclude both parties from negotiating a change to the sergeant's schedule. Absent mutual agreement, however, the normal work schedule in effect as of July 7, 2013, shall resume.

AGREED TO ON THIS 25TH DAY OF MARCH, 2016

BY:

CITY OF HIGHLAND PARK

Linda Sillenkind

TEAMSTER'S LOCAL UNION NO. 700

Becky Stzelkowski

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