

SIDE LETTER OF AGREEMENT

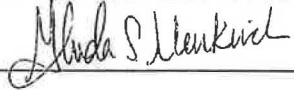
This document shall serve as a Side Letter of Agreement to memorialize the agreement/practice between the City of Highland Park (City), Illinois and the Highland Park Police Department's Sergeants' Union (Illinois Council of Police) as it pertains to twelve (12) hour shifts and shall be in full force and effect upon its execution by both parties.

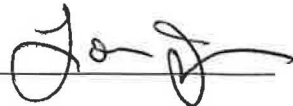
1. This Side Letter of Agreement only pertains to the twelve (12) hour shift plan for police sergeants. All other provisions of the parties' current Collective Bargaining Agreement shall remain in full force and effect;
2. The City and Union agree to abide by this twelve (12) hour shift plan;
3. In the event there is a conflict between the Agreement and the Side Letter not pertaining to shift length, the Side Letter shall control;
4. This Side Letter shall be in full force starting upon its execution by both parties and ending December 31, 2024 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 eight (8) hour work schedule in effect as of July 7, 2013, shall resume; and
5. Notwithstanding anything in the Agreement or Side Letter, the City and Union agree to continue to discuss concerns regarding a rest cycle between extended work periods.

AGREED TO ON THIS 5th DAY OF December 2022.


By:


CITY OF HIGHLAND PARK





ILLINOIS COUNCIL OF POLICE





NORMAL WORKDAY

The normal workday shall consist of twelve (12) hours of regular duty. Each workday shall be preceded by thirty (30) minutes, which includes 15 minutes of paid in-service training duty with the shift (e.g. roll call), and fifteen (15) minutes of pre-shift preparation time which shall not be counted as hours worked for purpose of overtime compensation. In lieu of pay for the 15 minutes for pre-shift preparation time, Sergeants receive "Supervisor Days" under Section 13.13 of the bargaining agreement. The normal work period shall consist of seven (7) twelve (12) hour workdays in each fourteen (14) day work cycle pursuant to Section 7k of the FLSA, for a total of eightyfour (84) hours. Eighty (80) hours shall be paid at straight time and four (4) hours will be accrued as compensatory time at the straight time rate as described below.

OVERTIME COMPENSATION

Overtime compensation that has been duly authorized or approved shall be compensated as follows: Except as otherwise provided above, all hours in excess of the normal workday shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate (hourly rate determined by dividing the annual salary by 2080).

TRAINING

Sergeants assigned to training may be owed time or may owe time to the City. These hours will be scheduled at the discretion of the City. Overtime for patrol shift supervisory coverage that results from scheduled training will be authorized at the discretion of the City, and will be awarded as follows:

1. The Traffic Sergeant or Investigations Sergeant will be assigned shift coverage on Mondays and Fridays for day shift when
2. To the off-going and on coming Patrol Sergeants by time in grade.
3. Sergeants (not scheduled to work) by time in grade.
4. The Chief or his designee may assign non-bargaining unit Supervisors shift coverage during their scheduled duty time when available.
5. When above steps have been exhausted the default supervisor will be assigned

TWELVE (12) HOUR SCHEDULE FORMAT

June																												
Day	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Date	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
A Days		0	0			0	0	0			0	0			0	0			0	0	0			0	0			
B Days	0			0	0				0	0			0	0	0			0	0			0	0			0	0	
Day Anchor	0			0	0				0	0			0	0	0			0	0			0	0			0	0	
A Nights #1		0	0			0	0	0			0	0			0	0			0	0	0			0	0			
A Nights #2		0	0			0	0	0			0	0			0	0			0	0	0			0	0			
B Nights #1	0			0	0				0	0			0	0	0			0	0			0	0			0	0	
B Nights #2	0			0	0				0	0			0	0	0			0	0			0	0			0	0	

July																															
Day	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A Days		0	0			0	0	0			0	0			0	0			0	0	0			0	0			0	0		
B Days	0			0	0				0	0			0	0	0			0	0			0	0			0	0	0			
Day Anchor	0			0	0				0	0			0	0	0			0	0			0	0			0	0	0			
A Nights #1		0	0			0	0	0			0	0			0	0			0	0	0			0	0			0	0		
A Nights #2		0	0			0	0	0			0	0			0	0			0	0	0			0	0			0	0		
B Nights #1	0			0	0				0	0			0	0	0			0	0			0	0			0	0	0			
B Nights #2	0			0	0				0	0			0	0	0			0	0			0	0			0	0	0			

August																															
Day	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A Days			0	0	0			0	0			0	0			0	0	0			0	0			0	0			0	0	
B Days	0	0				0	0			0	0	0			0	0			0	0			0	0	0			0	0		
Day Anchor			0	0	0			0	0			0	0			0	0	0			0	0			0	0			0	0	
A Nights #1			0	0	0			0	0			0	0			0	0	0			0	0			0	0			0	0	
A Nights #2			0	0	0			0	0			0	0			0	0	0			0	0			0	0			0	0	
B Nights #1	0	0				0	0			0	0	0			0	0			0	0			0	0	0			0	0		
B Nights #2	0	0				0	0			0	0	0			0	0			0	0			0	0	0			0	0		

The Day Anchor Sergeant position will rotate every two (2) months between A Team and B Team. Picked by time-in-grade seniority, one Anchor sergeant position will be on days and with the seventh Patrol Sergeant position being added in January of 2020, two Sergeants will be assigned to each night-shift Patrol Team sharing the same day-off rotation. The Day Anchor Sergeant's schedule will mirror the Day Shift Sergeant as illustrated above. The example also outlines the transition between the A and B shifts showing the 5 days in a row work week. The Chief of Police shall retain the right to specify scheduling methods and staffing numbers. These sample schedules are for illustrative purposes only, and nothing in this contract shall be construed to require staffing the Department with any particular staffing level.

TWELVE (12) HOUR SHIFT SELECTION

The selection of the shifts and individual teams will be conducted by seniority (time in grade).

FOUR (4) HOUR ACCRUAL

As a result of the twelve (12) hour shift schedule, Sergeants are assigned to work eighty four (84) hours within a fourteen (14) day work cycle. Sergeants assigned to the twelve (12) hour shift schedule who work eighty-four (84) hours are to be compensated for four of the eighty-four (84) hours as compensatory time, at straight time, at the end of each fourteen (14) day work cycle.

A compensation time bank will be established for this accrued compensatory time and have a maximum cap of thirty-six (36) hours.

VACATION

See Agreement between The City of Highland Park, Illinois and the Illinois Council of Police Sergeants Union January 1, 2022 through December 31, 2022 and the Memorandum of Understanding Regarding Seniority for Initial Time Off Picks.

SHIFT COVERAGE FOR VOLUNTARY ABSENCES

Accrued time off (other than sick leave) may be utilized provided the supervisor requesting the time off can find supervisory coverage for their requested time off.

With regards to Night Shift Sergeant Teams, only one Sergeant may utilize benefit time off at a time. This will reduce default forced fill-ins and assist with practicing fiscal responsibility with overtime costs. However, if a training opportunity arises or there is an emergency need to allow the second Night Shift

Sergeant benefit time off during the same time off as the other Night Shift Sergeant, approval from the Chief of Police or his designee is required.

SHIFT COVERAGE

The annual accruals shall be consistent with current practice.

Coverage for planned time off requested and approved prior to the creation of the fill-in schedule will follow the Fill-In Coverage process below. This typically includes accrued Personal, Vacation, Incentive, Supervisor Days and known/planned Sick Time.

All emergency coverage and coverage for time off that is requested and approved following the posting of the fill-in schedule will follow the Patrol Shift Supervisory Coverage process. This typically includes unknown/unplanned Sick Time and Bereavement Leave.

Coverage will be coordinated as follows.

FILL IN COVERAGE

One month prior to the need of shift vacancies a patrol supervisor fill-in schedule will be constructed with the dates and times of the vacancies by the Patrol Commander or their designee. An email will be generated stating how many 6-hour vacancies need to be filled. Sergeants will then pick by time in-grade seniority which vacancies they will work.

For example: there are four 6-hour vacancies that need to be covered, the 4 Sergeants with the lowest seniority will be required to select a vacancy to cover. These 4 selections will be made by time in grade seniority. If there are more vacancies than sergeants, the fill-in schedule will state how many picks each sergeant has to make. After each Sergeant has selected one 6-hour vacancy, any additional vacancies will then be selected by the same method using reverse seniority time in grade.

No Sergeant will be forced more than one Patrol Shift Supervisory Coverage (18 consecutive hours) assignment per day-off group unless it cannot be avoided.

Once the picks are made and the fill-in schedule is posted, any unplanned time off will follow the Patrol Shift Supervisory Coverage process until the start of the next- month so a new fill-in schedule can be created

If no Sergeant volunteers to work a day shift Sergeant vacancy and the day remains "free", then dayshift fill-ins Monday through Friday from 8AM to 4PM may be covered by a nonbargaining unit Supervisor when scheduled to work and available. The oncoming/ off going patrol sergeant will be responsible for the 2 hours of coverage before and after each of these shifts. If the patrol sergeant does not want the 2 hours the Chief of Police or his designee may assign them to a non-bargaining unit Supervisor at his

discretion. If the nonbargaining unit Supervisor is unable, the oncoming/ off going patrol sergeants will be the default supervisors. These two hour blocks will not count as a segment of time towards the monthly fill-in picks.

All Sergeants regardless of assignment will be considered for the filling of an open Sergeant shift before the Chief or his designee assigns a non-bargaining unit Supervisor to fill an open shift.

In the event a supervisor is not available for part of the month that supervisor will automatically be assigned the last available segment while they are available e.g., Sergeant Smith is off January 15th through January 31, there are patrol supervisor vacancies on January 6th and January 16-18th. Sergeant Jones (has the most seniority) takes one segment of January 6th Sergeant Smith will be automatically assigned the other segment on January 6th as it is the last segment they will be available to work.

After the selections have been made, a Sergeant with more time in grade seniority has the right to take any 6-hour vacancy prior to 72 hours of the assignment.

Free Picks

Sergeants can mark their fill-in schedule selection as free. Sergeants have first right to the free pick by time in grade seniority. The Chief or his designee may assign non-bargaining unit Supervisors the opportunity to work a free pick if all Sergeants refuse the shift vacancy. Less senior Sergeants and non-bargaining unit Supervisors allowed by the Chief or his designee to fill an open free pick after no Sergeants have accepted the free pick opportunity cannot be bumped less than 72 hours prior to the assignment.

Timeliness

Each sergeant has to make their picks by the end of their first group of duty days after the fill-in schedule has been posted and email notification has been properly sent. If the Sergeant does not make their pick by the end of their first group of duty days after the fill-in schedule has been posted they will be skipped and be placed behind the next Sergeant in seniority.

Below is an example of what the monthly fill-in schedule email will look. Sergeants will write their picks on the fill-in schedule located in the Sergeant's office.

Attached are the Patrol Supervisor coverage assignments for the month of July, consisting of ten 6-hour segments. The listed sergeants have to make the following amount of selections:

Sergeants	# of Selections
Sergeant A	1
Sergeant B	1
Sergeant C	1
Sergeant D	1
Sergeant E	2
Sergeant F	2
Sergeant G	2

Day/Date	Hours	Default Supervisor
Monday, July 1, 2020		
	6pm to Mid	
	Mid to 6am	
Friday, July 5, 2020		
	6pm to Mid	
	Mid to 6am	
Saturday, July 6, 2020		
	6am to Noon	
	Noon to 6pm	
Sunday, July 7, 2020		
	6am to Noon	
	Noon to 6pm	
Weds, July 24, 2020		
	6pm to Mid	
	Mid to 6am	

PATROL SHIFT SUPERVISORY COVERAGE

When supervisory Patrol shift coverage is required due to a shortage the department will assign (to maintain supervisory patrol coverage) Sergeants to maintain supervisory patrol coverage with the following procedure. For the first two weeks or until the end of the calendar month, whichever is shorter, the oncoming and outgoing Sergeants will fill the vacancy. After the first two weeks, forced Patrol Shift Supervisory Coverage assignments will rotate among all Sergeants based on reverse overall Sergeant seniority using time in grade. The rotation will last the entire calendar month and reset at the beginning of the next month. Patrol Shift Supervisory Coverage assignments will be posted by month as far out as practicable with the default Sergeants assigned by reverse overall Sergeant seniority using time in grade. A more senior Sergeant by using time in grade may bump a lower seniority Sergeant outside of the 72 hours. The Chief of Police retains the right to assign a previously-scheduled, on-duty, qualified supervisor (if available) to fill any supervisory patrol shift vacancy prior to utilizing the Patrol Shift Supervisory Coverage assignment protocol.

Sergeants will be assigned, by reverse seniority time in grade (including specialty Sergeants) to Patrol Shift Supervisory Coverage assignments. No Sergeant will be assigned to more than one Patrol Shift Supervisory Coverage assignment per day-off group unless it cannot be avoided. Assigned Patrol Shift Supervisory Coverage Sergeants may place their assignment as a free-pick. A more senior Sergeant may bump a lower seniority Sergeant for Patrol Shift Supervisory Coverage free-pick assignments outside of 72 hours prior to the assignment.

The rotation will last the entire month and reset at the beginning of the next month. The Sergeant assigned Patrol Shift Supervisory coverage may mark the assignment as a "FREE" pick to solicit for another qualified supervisor to accept this assignment. The supervisor who accepts the "FREE" pick can be bumped by a more senior Sergeant using time in grade outside seventy-two (72) hours. If the "Free" pick is accepted by an eligible, non bargaining unit, department supervisor, that supervisor can be bumped by any Sergeant regardless of seniority outside of seventy-two (72) hours. Any bumped supervisor shall be notified by the bumping supervisor as soon as practicable but within 12 hours of the "bumping". If a Sergeant assigned shift coverage is unable to obtain a volunteer to cover the assignment that Sergeant will be responsible for the shift coverage that was assigned or picked.

VOLUNTARY CALL-IN LIST

- Supervisors can voluntarily agree to place or remove themselves from the Voluntary Call-In List at any time.
- Each Voluntary Call-In request will be afforded first to Sergeants by time in grade seniority, and then Commanders utilizing their own seniority structure. Selection Rationale: Patrol Supervisor Call-In positions are to be offered to Sergeants by time in grade first then Commanders.

HOLIDAY TIME

See Agreement between The City of Highland Park, Illinois and the Illinois Council of Police January 1, 2022 through December 31, 2022.

Sergeants will earn 72 hours of Holiday time each year. These hours will be "front loaded" at the beginning of each calendar year.

Holiday time will be utilized on an hour for hour basis, similar to personal time, and can be requested at the discretion of the individual Sergeant with supervisory approval throughout the calendar year. Sergeants will be allowed to schedule use of their holiday benefit time off as long as they are able to find coverage for their shift on the date requested. Holiday picks will not be made that will force a default supervisor to hold-over or come in early to fill the vacancy.

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

Any sergeant, other than those utilizing pre-picked vacation time, who request and are granted benefit time-off on Independence Day, and subsequently volunteer to work any Independence Day City sponsored event, such as the parade or fireworks, during their regularly scheduled shift, will be paid at the 1 ½ overtime rate, minus any additional premium holiday pay.

EXCHANGE OF WORKDAY

Sergeants will be permitted to switch workdays with another sergeant from a different shift or team provided that the switch does not negatively impact either team or shift or create overtime costs to the City. Switching of shifts that would place either Sergeant in a situation that would cause them to work more than 18 hours in any given 24 hour period will not be permitted. All exchanges are subject to City approval.

BEREAVEMENT LEAVE

Sergeants willing to utilize Bereavement Leave will receive twenty-four (24) hours of time off. If the Sergeant wishes to utilize an additional twelve (12) hours for bereavement leave, he may do so by utilizing any of his accrued benefit time, and the City will make every effort possible to accommodate this request.

MEALBREAK

Sergeants will be granted a forty-five (45) minute paid meal break during a twelve (12) hour shift, and one fifteen (15) minute break. Every effort will be made to permit the Sergeant to receive these breaks; however, the failure to secure the meal break will not result in any type of extra compensation.

DISCIPLINE

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

RAVINIA FESTIVAL/EXTRA-JOB ASSIGNMENTS

Sergeants cannot sign up to work assignments that will cause them to schedule more than eighteen {18} hours in a twenty-four (24) hour period (i.e., no more than 6 hours in addition to their 12-hour shift). Sergeants may work assignments longer than six (6) hours on their scheduled days off, provided they do not exceed eighteen {18} hours of scheduled work in any given twenty-four (24) hour period. Example: If a Sergeant is working an extra job assignment between contiguous scheduled work days they will only be allowed to schedule six (6) hours of additional time.

TERMS OF AGREEMENT

This staffing schedule and related adjustments are intended to be for a trial basis and both parties agree that it shall terminate by December 31, 2024 unless mutual agreement is reached to continue the twelve (12) hour schedule. Any new agreement will be valid for one calendar year beginning January 1, 2024 and must be renewed by both parties prior to September 1, 2024.