

ILLINOIS FOP LABOR COUNCIL

and

CITY OF EVANSTON

Sergeants

January 1, 2019 – December 31, 2022

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LABOR AGREEMENT
Between
CITY OF EVANSTON
And
EVANSTON SERGEANTS ASSOCIATION
AFFILIATED WITH
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

AGREEMENT between, the CITY OF EVANSTON (hereinafter also called the "City") and Evanston Sergeants Association affiliated with Illinois Fraternal Order of Police, Labor Council (hereinafter also called the "Labor Council" or "Union").

ARTICLE 1 RECOGNITION

Section 1.1 Recognition of Association The City recognizes the Labor Council as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all full-time employees classified by the City as Police Sergeants.

Section 1.2 Recognition of Sergeants The City and the Labor Council recognize that sergeants are key members of the management and command staff of the Department. In this role, sergeants are responsible for supervising, directing and disciplining employees. The participation in Union activity, collective bargaining and/or grievance activity by sergeants pursuant to this Agreement does not and cannot interfere with the sergeants' responsibility of loyalty as members of management.

Section 1.3 Probationary Period All new Sergeants shall be considered probationary Sergeants until they complete a promotional probationary period of twelve (12) months. The City may, for reasonable cause, extend the promotional probationary period for up to an additional six (6) months. Sergeants in their promotional probationary period are eligible for membership in the Union and are covered by this Agreement, but no grievance shall be presented or entertained in connection with the demotion of a probationary Sergeant.

ARTICLE 2 ASSOCIATION SECURITY

Section 2.1 Dues Check-off Upon receipt of a signed authorization form from an employee in the form set forth in Appendix A, the City agrees for the duration of this Agreement to deduct from such employee's pay uniform monthly union dues. The Labor Council will notify the City in writing of the amount of the uniform dues to be deducted. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement and list of employees' names from whom deductions have been made, to the Labor Council at the address designated by the Labor Council by the 15th day of the month following the month in which the deduction is made. Employees desiring to revoke such voluntary dues deductions during the term of this Agreement may do so at any time by providing thirty (30) days' written notice to both the City and the Labor Council.

It is specifically agreed that any dispute concerning the amount of the dues fee as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement. Non-members who object to the dues fee based upon bona fide religious tenets or teachings shall pay an amount equal to such dues fee to a non-religious charitable organization mutually agreed upon by the employee and the Labor Council. If the affected non-member and the Labor Council are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 2.2 Indemnification The Union will indemnify the City and hold it 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 the provisions of this Article.

Section 2.3 Union Bulletin Boards The City will make a bulletin board available (currently located in the mail room) for the sole use of posting legitimate Union notices that are not inflammatory in nature or endorsements of candidates for elected public office. It shall generally include notices dealing with internal Union affairs and Union-related business or activities. In addition, representative as identified in writing to the Chief of Police) shall be permitted to distribute such Union notices in Department mailboxes of bargaining unit employees. Except as provided in this section, there shall be no distribution or posting of Union materials of any kind inside City buildings unless the Police Chief or his designee specifically approves same.

Section 2.4 Access to City Premises Duly authorized Union business representatives and National 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 upon showing proper credentials to the Police Chief or his designee. These business representatives will enter and conduct their business so as not to interfere with City operations. Such right of entry shall at all times be subject to general department rules applicable to non-employees.

Section 2.5 Use of City Facilities and Equipment With the prior approval of the Police Chief or his designee, the Union may use City office equipment and facilities, provided such approval shall not be unreasonably withheld. Such use shall not take precedence over department needs and any materials used or other costs incurred shall be reimbursed by the Union if requested by the City.

ARTICLE 3 NON-DISCRIMINATION

Section 3.1 Non-Discrimination In accordance with applicable federal and state law, the City and Union agree not to discriminate against any employee on the basis of race, color, creed, sex, age, disability, national origin, sexual orientation or Union membership or non-membership. Actions taken by the City in the assignment or utilization of employees for reasonable and necessary operational reasons shall not be considered in violation of this Article. The parties agree that the City has the right, notwithstanding any other provisions of this Agreement, to take action that is reasonable and necessary in order to be in compliance with the Americans with Disabilities Act.

Section 3.2 Gender The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 4.1 Definition A "grievance" is defined as a difference of opinion raised by an employee or the Union against the City involving the meaning, interpretation or application of the provisions of this Agreement or with respect to inequitable application of the Personnel Rules of the City or with respect to inequitable application of the Rules of the Police Department.

Section 4.2 Grievance Procedure Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance or within fourteen (14) calendar days of when the employee, through the use of reasonable diligence, could have known of the occurrence of the event giving rise to the grievance. Union grievances shall be filed at Step 2. A grievance shall be processed as follows:

STEP 1: Written To Immediate Supervisor. An employee who has a grievance shall submit the grievance in writing to the employee's immediate supervisor, not to include a bargaining unit member, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The immediate supervisor and the employee, accompanied by an Union representative who is an employee covered by this Agreement if the grievant so desires, shall discuss the grievance at a mutually agreeable time within seven (7) calendar days. If no agreement is reached in such discussion, the immediate supervisor shall give a written answer to the grievant within seven (7) calendar days of the discussion.

STEP 2: Appeal To Chief of Police. If the grievance is not settled in Step 1, the grievant or Union may, within fourteen (14) calendar days following receipt of the immediate supervisor's answer, file a written appeal to the Chief of Police. The grievant, a Union representative and the Chief will discuss the grievance at a mutually agreeable time within fourteen (14) calendar days. If no agreement is reached in such discussion, the Chief will give his answer in writing to the grievant and the Union representative within fourteen (14) calendar days of the discussion.

STEP 3: Appeal to City Manager. If the grievance is not settled in Step 2, the Union may, within fourteen (14) calendar days following receipt of the Chiefs answer, file a written appeal to the City Manager. A meeting between the City Manager and his/her designee and the grievant and Union representatives, if agreed to, will be held at a mutually agreeable time within fourteen (14) calendar days of the meeting. If the City Manager determines there will be no Step 3 meeting, the City Manager will advise the Union representative within fourteen (14) calendar days in writing and the City Manager's written communication shall be deemed to be a Step 3 denial of the grievance.

STEP 4: Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the City Manager within twenty-one (21) calendar days after receipt of the City's answer in Step 3. The parties shall attempt to

agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Before striking any names, each party shall have the right to reject one (1) panel of arbitrators. The parties shall determine by a toss of a coin who shall strike first, then alternately strike names one at a time until only one name remains, who shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for the hearing, subject to the availability of the City and Union representatives. 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 only the specific issue submitted to him and his decision and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision and award of the arbitrator, which conforms to his authority, shall be final and binding upon the City, the Union and the employee or employees involved. The costs of the arbitration, including the fee and expenses of the arbitrator and the cost of a written transcript, if any, 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 4.3 Time Limits No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 4.2. If a grievance is not appealed within the time limits for appeal set forth in Section 4.2, it shall be deemed settled on the basis of the last answer of the City, provided that the parties may mutually agree to extend any time limits. If the City fails to provide an answer within the time limits set forth in Section 4.2, the Union may immediately appeal to the next step.

Section 4.4 Investigation and Discussion All grievance discussions and investigations shall take place in a manner which does not interfere with City operations.

Section 4.5 Civil Service Except as provided in Section 4.6 or with respect to subject matters covered by this Agreement, it is understood that matters subject to Civil Service are not subject to this grievance procedure.

Section 4.6 Disciplinary Grievances Grievances may be filed with respect to the just cause of any disciplinary action taken against an employee. Any grievance concerning a suspension or discharge shall be filed directly at Step 2 of this grievance procedure within fourteen (14) calendar days of the imposition of the discipline. If an employee is transferred for disciplinary reasons, the employee may grieve the transfer pursuant to the provisions of this Section. Discharge and disciplinary action shall be subject to review under the grievance procedure up to and including arbitration, provided that oral reprimands may not be appealed to arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures of the City Civil Service Commission. Such contractual review procedure shall be the sole and exclusive method of reviewing all disciplinary action.

ARTICLE 5 LABOR-MANAGEMENT MEETINGS

Section 5.1 Meeting Request The Union and the City agree that in the interest of efficient management and harmonious employee relations, quarterly Labor-Management meetings will be held. The Labor-Management Committee shall include three (3) employees covered by this Agreement and up to three (3) representatives appointed by the Chief of Police and the Chief of Police if he so desires. The Union may also designate a non-employee Union representative to attend a labor-management meeting, if mutually agreed, and the City may include a non-Police Department employee, if mutually agreed. Such quarterly meetings may be requested by either party by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Labor-management meetings shall be set at a mutually convenient day and time. Such meetings shall be limited to:

(a) discussion of the implementation and general administration of the Agreement; (b) sharing of general information of interest to the parties, including departmental operational matters affecting employees; and (c) notifying the Union of changes in condition of employment contemplated by the City which may affect employees. The parties agree to meet in good faith and exercise their best efforts to submit recommendations for approval by the Chief of Police.

Section 5.2 Content It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any or all of the terms of this Agreement to be conducted at such meetings. The Labor-Management Committee shall keep summary minutes of labor-management meetings, which shall be initialed by the parties and made available for distribution to employees covered by this Agreement.

Section 5.3 Attendance Attendance at labor-management meetings shall be voluntary on the employee's part. If the parties agree to schedule a meeting during an employee's regular straight-time shift, the employees shall be compensated for time lost from the normal straight-time work day.

ARTICLE 6 MANAGEMENT RIGHTS

The City shall retain the sole right and authority to operate and direct the affairs of the City and the Police Department in all its various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. The rights retained by the City include, but are not limited to: the right to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to transfer employees, to schedule and assign work; to establish work standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend, demote and discharge employees for just cause; to lay off or promote employees, to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal

control program; to determine the overall budget; and to carry out the mission of the City provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 7 NO STRIKE-NO LOCKOUT

Section 7.1 No Strike Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, illegal picketing or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Each employee who holds the position of officer of the Union occupies a position of special trust and responsibility in attempting to maintain and bring about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 7.2 No Lockout The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 7.3 Penalty The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 7.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 7.4 Judicial Restraint Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 8 GENERAL

Section 8.1 Weapons/Marksmanship The City will supply practice qualification ammunition for automatic weapons in quantities which the Police Department determines are appropriate. If a Sergeant, during the term of this Agreement, replaces an existing departmental-issued handgun with a departmental-approved weapon, and turns in a handgun to the department, he shall be reimbursed fifty (50%) of the cost of said weapon, up to four hundred dollars (\$400). The purchased weapon will be considered the Sergeant's property upon retirement or separation from the department.

Section 8.2 Statutes The City will continue to comply with federal and state statutes covering mandatory subjects of bargaining which are applicable to police sergeants, except to the extent modified in this Agreement.

Section 8.3 Drug and Alcohol Testing Drug and Alcohol testing of members, in addition to testing required under 50 ILCS 727/1-25, shall be conducted according to the processes detailed in Evanston Police Department General Orders. The City agrees to bargain over a Drug and Alcohol Testing Policy required by the Police and Community Relations Improvement Act, Public Act 100-0389, amended August 25, 2017. The resolution of any bargaining impasse shall be resolved according to the provisions of the Illinois Labor Relations Act (5 ILCS 315/14) or as amended.

ARTICLE 9 WAGES AND BENEFITS

Section 9.1 Salary Schedule The salary schedule for employees covered by this Agreement shall be as follows: an increase of 0% to be applied retroactively to January 1, 2019, an increase of 1.5% to be applied retroactively to January 1, 2020, an increase of 2.5% to be applied retroactively to January 1, 2021, and an increase of 3% to be applied retroactively to January 1, 2022, for all eligible wages under this Agreement. Any pay-outs of applicable benefit time by the terms and conditions of the CBA shall be at the covered members’ current rate of pay including longevity at the time of pay-out.

1/1/2019 – 0% COLA

Pay Grade	Step	Effective Date	Step Rate	Salary
PS34	A	1/1/2019	\$47.936	\$99,707.28
PS34	B	1/1/2019	\$50.035	\$104,072.98
PS34	C	1/1/2019	\$52.203	\$108,581.81
PS34	D	1/1/2019	\$54.521	\$113,403.16
PS34	E	1/1/2019	\$56.155	\$116,802.68
PS34	F	1/1/2019	\$57.840	\$120,307.17

1/1/2020 – 1.5% COLA

Pay Grade	Step	Effective Date	Step Rate	Salary
PS34	A	1/1/2020	\$48.655	\$101,202.89
PS34	B	1/1/2020	\$50.786	\$105,634.07
PS34	C	1/1/2020	\$52.986	\$110,210.54
PS34	D	1/1/2020	\$55.339	\$115,104.21
PS34	E	1/1/2020	\$56.997	\$118,554.72
PS34	F	1/1/2020	\$58.708	\$122,111.78

1/1/2021 – 2.5% COLA

Pay Grade	Step	Effective Date	Step Rate	Salary
PS34	A	1/1/2021	\$49.872	\$103,732.96
PS34	B	1/1/2021	\$52.055	\$108,274.92
PS34	C	1/1/2021	\$54.310	\$112,965.80
PS34	D	1/1/2021	\$56.722	\$117,981.82
PS34	E	1/1/2021	\$58.422	\$121,518.59
PS34	F	1/1/2021	\$60.175	\$125,164.57

1/1/2022 – 3% COLA

Pay Grade	Step	Effective Date	Step Rate	Salary
PS34	A	1/1/2022	\$51.368	\$106,844.95
PS34	B	1/1/2022	\$53.617	\$111,523.17
PS34	C	1/1/2022	\$55.940	\$116,354.78
PS34	D	1/1/2022	\$58.424	\$121,521.27
PS34	E	1/1/2022	\$60.175	\$125,164.15
PS34	F	1/1/2022	\$61.981	\$128,919.51

An employee shall be eligible for annual advancement to the next highest step in the salary structure to the maximum step based upon receipt of a highly satisfactory merit evaluation. An employee who does not receive a step increase under this Section may file a grievance under the grievance procedure of this Agreement grieving the reasonableness of the evaluation. An employee who is promoted to the position of Sergeant from the position of police officer in the City shall be compensated at the next higher Sergeant pay step above the employee's current salary including longevity. An employee who does not receive a step increase under this Section may file a grievance under the grievance procedure of this Agreement grieving the reasonableness of the evaluation. An employee who is promoted to the position of Sergeant from the position of police officer in the City shall be compensated at the next higher Sergeant pay step above the employee's current salary including longevity.

Section 9.2 Longevity Pay Employees with the years of service Indicated below shall be eligible to receive longevity pay added to the current rate of pay in accordance with the following schedule. If a Sergeant dies while at work, he will have the 5.5% longevity step added to the current rate of pay.

<u>Years of Service Completed</u>	<u>Longevity Pay Computed</u> <u>As a Percent of Employee's Annual Salary</u>
9 years	3%
14 years	4%
19 years	5.5%

Section 9.3 Pension Pick-Up Plan The City agrees to maintain a "pension pick-up plan" whereby employees' contributions are made from pre-tax earnings for as long as such plan continues to be permitted by state and federal law.

Section 9.4 Holidays Holidays shall be as follows:

New Years' Day	Thanksgiving Day
Dr. Martin Luther King Jr.'s Birthday	Friday after Thanksgiving
Employee's Birthday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	Three Floating Holidays
Labor Day	

For approved days off other than sick leave, the employee may designate the type of accrued time off to be charged (e.g., vacation, holiday, compensatory time). Holiday time for holidays will be carried on the Department records as hours rather than days, in the compensatory time bank, and may be carried over from year to year. The three floating holidays will be accrued as twenty-eight (28) hours. At the time of separation from City employment the employee shall receive payment of all accrued but unused holiday time that has been transferred to the compensatory time bank.

Employees required to work on New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Thanksgiving Day, Friday after Thanksgiving, or Christmas Day shall receive pay at time and one-half for all hours worked in addition to the Holiday Compensation addressed in Section 9.5 below.

Section 9.5 Holiday Compensation Employees who are off-duty on a holiday shall receive eight (8) hours' holiday time in their compensatory time bank. Employees who are on-duty on a holiday shall be paid their regular rate of pay for all hours worked and shall receive eight (8) hours' holiday time in their compensatory time bank. Sergeants who are normally scheduled to work on holidays listed in Section 9.4 will work those hours unless the Sergeant requests to take the day off; in that case, the hours off will be charged to the Sergeant's vacation or compensatory time accrual. A Sergeant who is sick on such holidays will have that time off charged to his sick leave accrual.

Section 9.6 Vacations Vacations shall be accrued at the following rates:

Recruitment through 4 th year	2 weeks
5 th year through 6 th year	2 weeks/2 days
7 th year through 10 th year	3 weeks
11 th year through 14 th year	3 weeks/2 days
15 th year through 20 th year	4 weeks
21 st year	4 weeks/1 day
22 nd year	4 weeks/2 days
23 rd year	5 weeks

Two (2) years accrual of vacation time may be carried over into the subsequent year. At the time of separation from City employment the employee shall receive payment of all accrued but unused vacation time up to two (2) years accrual. Employees that request a vacation pay-out may not have an accrued balance over their maximum at the time of their payout.

Section 9.7 Uniform Allowance

(a) The City shall provide an annual allowance of one-thousand and no/100 dollars (\$1,000) each year of this agreement for the purchase of uniform items. Uniform allowances will be paid on or about April 1 of each calendar year and no receipts will be required.

(b) If changes in uniform or new uniform items are mandated by the City, at City's initiative, the City shall pay the entire cost of the initial issue of such items; however, if changes in uniform or new uniform items are approved by the City at the request of the Union or of the employees, employees shall be expected to bear the cost of the initial issue. If authorized uniform items are damaged in the line of duty (as distinguished from normal wear and tear), the Chief of Police will give consideration to replacing said damaged uniform items at City expense, Upon promotion to the rank of Sergeant, each new Sergeant will be provided four long-sleeved and four short-sleeved uniform shirts at City expense.

Upon promotion to the rank of Sergeant, each new Sergeant will be provided four (4) long-sleeved and four (4) short-sleeved uniform shirts at City expense.

(c) Effective the first pay period after ratification of this Agreement by both parties, if a Sergeant's bullet-proof vest is out of its warranty period, the City will reimburse the Sergeant up to a maximum of eight hundred and no/100 dollars (\$800) for the replacement vest upon submission of a receipt of purchase and return of the out of warranty vest. Upon leaving the City's employ, a Sergeant shall have the right to keep his vest.

Section 9.8 Sick Leave

(a) Employees shall accrue twelve (12) sick days per full year of employment.

(b) Whenever an employee with ten (10) years or more of service retires or has his employment terminated in good standing, the employee shall receive payment of all sick days accrued in excess of two hundred (200) hours to a maximum of four hundred forty (440) hours' pay. Such payment shall be in the form of cash or directed to a designated ICMA-RC Account, or any combination thereof. An employee with over six hundred and fifty (650) hours of sick leave shall be eligible, at time of leaving the bargaining unit, for payment of 100% of sick hours over six hundred and fifty (650). Such payment shall be directed to the PEHP plan. The provisions of this Section shall not be applicable to an employee who is discharged for just cause or who does not give at least two weeks' advanced written notice of the employee's decision to voluntarily retire or otherwise terminate City employment in good standing.

(c) An employee with seventy-five (75) days of sick leave accrued as of January 1 of each year, shall be eligible to receive on January 31 of the immediate following calendar year of each year payment, vacation or time off equivalent to one hundred percent (100%) of all sick leave days accrued during that year, but not used during that year, in excess of four (4) days. This means that if an eligible employee uses eight (8) or more days of sick leave accrued in the calendar year, the employee shall have no days of entitlement; uses seven (7) days - one (1) day of entitlement; uses six (6) days - two (2) days of entitlement; uses five (5) days - three (3) days of entitlement; uses four (4) days - four (4) days of entitlement; uses three (3) days - five (5) days of entitlement; uses two (2) days - six (6) days of entitlement; uses one (1) day - seven (7) days of entitlement; uses no days - eight (8) days of entitlement.

(d) In the event an employee dies while employed by the City, neither subsection (b) or (c) of this Section are applicable; provided, however, that the employee's entire accrued but unused sick leave shall be paid to the person(s) designated as beneficiary and/or trust fund named on the employee's group life insurance, or if there is no designation, as required by the City.

(e) Sick leave may be used for absences due to illness, injury, or medical appointment of the employee's family members pursuant to and as defined by the Illinois Sick Leave Act (820 ILCS 191/1 *et. seq.*), or as amended.

Section 9.9 Annual Audit The Police Department will provide a bi-weekly update of each employee's balances of compensatory time, floating holiday, sick leave, and vacation leave. After notification, the employee has thirty (30) days to file any discrepancies with the Police Department. After this thirty (30) day period, the update shall be considered final. Reasonable exceptions may be made for an employee who can demonstrate a prolonged absence (e.g., FMLA, worker's comp, military leave).

Section 9.10 Death Benefit In the event of death of an employee in the line of duty, the City shall pay a death benefit of three thousand and no/100 dollars (\$3,000) to the designated group life insurance beneficiary and/or trust fund named, or if there is no designation, as directed by the City. In addition to provisions provided by law, for a Sergeant who dies on duty the City shall pay one-hundred percent (100%) of the health insurance premium for ninety (90) days.

Section 9.11 Pay for Assignment to Work in a Higher Rank Effective January 1, 2019, an employee who is temporarily assigned to in a higher rank shall be paid an additional \$5.00 per hour for each hour for all hours worked in that capacity.

Section 9.12 Physical Fitness Sergeants may voluntarily participate in a physical fitness examination (the P.O.W.E.R. test) administered by the department. As an incentive to maintain physical fitness, employees will be paid five hundred and no/100 dollars (\$500) if they pass the physical fitness exam OR seven hundred and no/100 dollars (\$700) if they pass the physical fitness exam and participate in the required components of the City's annual wellness program.

Section 9.13 Educational Compensation Effective January 1, 2019 and continuing, employees who possess a bachelor's degree or higher from an accredited college or university will receive an additional two thousand dollar (\$2,000) stipend. Employees who possess a master's degree or higher in a relevant subject area will receive an additional two thousand five-hundred dollar (\$2,500) stipend. Relevant subject areas for a master's degree or higher include, but are not limited to, criminal justice or law enforcement, sociology, psychology, public administration, social work, public safety, and any other subject areas at the discretion of the Police Chief. Educational stipends are to be paid on the first pay period each February.

ARTICLE 10 HOURS OF WORK AND OVERTIME

Section 10.1 Application of Article This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 10.2 Normal Work Week and Work Day The normal workweek shall average forty (40) hours per week, but in some weeks employees shall work more than forty (40) hours and some weeks less than forty (40) hours. The normal workday shall be eight (8) hours, plus a thirty (30) minute unpaid lunch period each day, subject to emergency work duties. Sergeants as a part of their administrative duties to prepare for roll call or other administrative responsibilities, shall report one-quarter hour (1/4) hour before their tour of duty and in some cases requiring them to stay a one-quarter hour (1/4) hour after their tour of duty to handle supervisory/administrative matters. For this, Sergeants shall be compensated at three-quarter (3/4) hour of compensatory time for each day worked at the straight time calculation for 2019, 2020, and 2021. This payment will revert back to one-half (1/2) hour in 2022. The shifts, workdays and hours to which employees are assigned shall be stated on a departmental work schedule. Should it be necessary in the interest of efficient operations to establish different shift starting or ending times or schedules, the City will provide as much advance notice as possible of such change to the individuals affected.

Section 10.3 Overtime Employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked beyond eight (8) hours in a work day. Vacation, sick time, holidays or other absences from work, paid or unpaid; will not be considered as hours worked for the

purposes of calculating overtime. Overtime shall be paid in fifteen (15) minute increments using FLSA rounding rules.

Section 10.4 Compensatory Time An employee who is entitled to time and one-half pay under this Agreement may elect compensatory time at time and one-half rate, in lieu of pay, by giving advance notice to the City. The maximum compensatory time accumulated shall be five hundred (500) hours. At the time of separation from City employment, the employee shall receive payment of all accrued but unused compensatory time. An employee with accrued compensatory time may make advance request for time off (in minimum increments of 15 minutes) and time off will be approved by the City based upon departmental needs. Employees in the rank of Sergeant prior to May 1, 2011 may keep the current compensatory time bank accrued, which may exceed five hundred (500) hours with the combination of the holiday and compensatory time banks. The specific limits of maximum hours or grandfathered balance that may be in a member's bank are included in Attachment A to the Memorandum of Understanding (MOU). If at any time a member's grandfathered balance falls below the five hundred (500) hour maximum, then the five hundred (500) maximum shall apply going forward and the grandfathered status shall be forfeited.

New employees to the unit are subject to the five hundred (500) hour maximum for the combined compensatory time bank. New employees to the unit will be paid out any hours in excess of the five hundred (500) hour maximum prior to entering the unit. Any existing Sergeant who does not meet the five hundred (500) hour combined maximum as of May 1, 2011 will be subject to the new limit. Any hours of compensatory time exceeding the five hundred (500) hour maximum, pursuant to the MOU and Attachment A, as of December 31 of each calendar year will be paid out by the end of February of the immediate following calendar year.

An employee may request a payout of up to two hundred (200) hours per year from accumulated compensatory time, which may be in addition to the annual payout for hours over five hundred (500). Requested payouts will be based on a first come first served basis and simultaneous requests will be based on seniority. Payouts are subject to annual available funding set by the Chief of Police. Payouts made as a result of a new member entering the bargaining unit to bring that member in line with the five hundred (500) hour maximum and the MOU on Compensatory Time Banks shall be made separate and apart from the discretionary payments indicated above.

Section 10.5 Hireback When an employee is hired back there shall be a minimum pay guarantee of four (4) hours' pay at time and one-half, or if hired back on the July 4 holiday, the Halloween holiday, or the New Year's holiday (Eve or Day), a minimum pay guarantee of four (4) hours' pay at two (2) times their regular rate of pay. Supervisory hire back will first be offered to the rank of Sergeant, within the respective shift or unit, before it is offered to other Command ranks.

Section 10.6 Court Pay An employee, who is required to appear for off-duty court appearance or off-duty proceedings, shall receive time and one-half for all hours actually worked, or a minimum guarantee of four (4) hours pay at straight time, whichever is greater, under the following situations:

- (a) Morning Court Call. Employee on afternoon shift, midnight shift, or on a day off;

(b) Afternoon Court Call. Employee on midnight shift, on a day off or on an afternoon shift which begins at or after 4:00 p.m.; and

(c) Afternoon Court Call. If the employee is on an afternoon shift which begins before 4:00 p.m., the court hour minimum shall not be applicable, but the employee shall receive time and one-half pay until the beginning of the shift, even if the court appearance ends before the beginning of the shift.

(d) Off-Duty Proceedings. If required to attend any of the following proceedings in a supervisory capacity while off duty, the employee shall receive a minimum of four (4) hours' pay at straight time, or pay for hours worked at time and one-half, whichever is greater; (a) pre-disciplinary meetings; (b) OPS investigations; and (c) Accident Review Board meetings. An employee shall not be eligible for more than one minimum guarantee *of* four (4) hours per day. In the event it is necessary for an off-duty employee to come to the station in order to obtain evidence for the court appearance, that employee will receive an additional half-hour before and after court for travel time.

Section 10.7 No Pyramiding Overtime shall not be paid twice for the same hours worked.

Section 10.8 Hearings/Investigations This Section shall apply to investigations which do not fall under the qualifications set forth in Section 10.6 of this Agreement. An employee who attends any of the following proceedings during off-duty time shall receive time and one-half pay for time spent in the proceeding, with a minimum of two (2) hours' pay at time and one-half: (a) pre-disciplinary meetings; (b) OPS investigation; and (c) Accident Review Board meeting. There shall be no pay, however, if at the employee's request the proceeding is continued or rescheduled to a later date. Pay under this Section applies only to the employee himself and not to witnesses.

Section 10.9 Shift Assignments Sergeants that are assigned to the midnight shift (1st Watch) shall not be assigned to that shift for more than two consecutive years. Sergeants may request a third year, which may or may not be granted by the Chief of Police or his designee.

Section 10.10 Calculation of Regular Hourly Rate of Pay Effective the first payroll period beginning after June 1, 1996, longevity pay shall be included in an employee's base salary for purposes of determining an employee's regular hourly rate of pay which is used to calculate overtime pay and any other benefits which are based on an employee's regular hourly rate of pay. The practice of paying longevity as a lump sum on June 1 shall be discontinued after the June 1, 1996 payment.

Section 10.11 Cancellation of Days Off When an employee's day off is cancelled for operational needs, the employee will be paid double time for all hours worked.

Section 10.12 Random Drug Testing Policy In addition to the provisions in Section 8.3 above and any General Orders relating to drug and alcohol testing, each member of the bargaining unit shall be included in a department-wide lottery conducted by an outside agency, not more than two (2)

times per year for random drug testing. No more than fifty percent (50%) of the department will be tested in any one (1) year.

ARTICLE 11 INSURANCE

Section 11.1 City Group Life Insurance

(a) The City shall provide each employee with group life insurance in an amount equal to the employee's annual salary, rounded up to the nearest five hundred dollars (\$500) for the term of this Agreement.

(b) An employee who is eligible for group life insurance under subsection (a) of this Section shall have the option to reject additional optional life insurance which may be offered by the City's insurance carrier (under rules of that carrier) so long as the employee pays the entire premium, which may change from time to time. The election and/or continuation of optional insurance is solely an employee's individual decision.

Section 11.2 City Group Health Insurance Plans (Plan design changes normally take effect at the same time as contribution changes). For the term of this Agreement, employees may participate in one of the below medical insurance plan(s) maintained by the City. If the City determines that one of these plans shall no longer be in effect, or if the City adds a new plan, employees shall have the right to switch to another plan on a non-medical basis under rules established by those plans.

	PPO1	PPO2	HMO IL & BA
Deductible (sing/fam)	\$500/\$1500	\$1000/\$2000	n/a
Coinsurance (in/out net)	90%/70%	80%/0%	n/a
Office Visit Copay	\$30	\$30	\$30
ER Copay	\$150	\$150	\$150
Prescription Drug co-pay(30 day)	\$10/\$25/\$40	\$10/\$25/\$40	\$10/\$25/\$40
Prescription Drug co-pay (90 days)	\$20/\$50/\$80	\$20/\$50/\$80	\$20/\$50/\$80

(b) Health Insurance Contributions made by employees will be based on a percentage of funding premiums that will be set by 10/1 of each year. Increases to union member contributions will be limited to a ten percent (10%) increase. If the total funding premium increases by more than ten percent (10%) in a given year, the union member contribution for the following year will be capped at a ten percent (10%) increase. For all subsequent years union member premiums will continue to increase within the cap in order to “catch up” to the originally agreed upon percentage contribution rates. Employees covered by these plans will contribute the following percentages (%) of total premium cost, which shall be deducted from their employee paychecks:

TIER (Effective 1/1/19)

Employee	10%
Employee + 1 or 2 children	8%
Employee + Spouse/DP	9%
Family	10%

TIER (Effective 1/1/20)

Employee	10%
Employee + 1	9%
Family	10%

TIER (Effective 1/1/21)

<u>HMO</u>		<u>PPO</u>	
Employee	12%	Employee	15%
Employee + 1	10%	Employee + 1	13%
Family	12%	Family	15%

Note: The contribution amounts for the Employee + 1 or 2 children, Employee + Spouse/DP, and Employee + 1 tiers will be calculated as a percentage of the total family premium cost. + 1 is defined as an eligible spouse or dependent child.

(c) An employee who retires during the term of this Agreement and is eligible for an immediate or deferred pension under the Police Pension Fund may elect employee-only or family coverage under the City's Medical Insurance Plan by paying the entire group premium cost, which may increase from time to time. Payment shall be by means of deduction from the pensioner's Police Pension Fund check.

Section 11.3 Terms of Policies to Govern The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 11.4 Opt-out Plan An employee who does not desire City group medical insurance coverage because that employee is covered under a group plan elsewhere may elect to opt out of the City's insurance plan and receive an annual payment of one thousand eight hundred dollars (\$1,800).

Section 11.5 Line of Duty Death In the event an employee with dependent medical coverage is killed in the line of duty, the employee's spouse shall receive dependent medical coverage applicable to other employees covered by this Agreement, which may change from time to time, paid for by the City. The coverage under this Section shall continue until remarriage, until the spouse is eligible for Medicare or until the spouse is covered by the spouse's own group medical insurance plan (i.e., if the spouse is employed), whichever occurs sooner.

Section 11.6 Medical Insurance/Line of Duty Disability In the event an employee is absent from work because of line of duty disability, the City shall pay the entire group medical insurance premium

for the duration of the employee's line of duty disability, but not beyond the date that an employee retires or ceases to be an employee.

Section 11.7 Section 125 Plan The City agrees to maintain a Section 125 Plan for employees' contributions under this Article as long as such Plan continues to be permitted by State and Federal law.

Section 11.8 Dental Plan Employees covered by the City Group Health Insurance Plan described in Section 11.2 shall be eligible to elect coverage under the City dental plan, single or family coverage. The employee shall pay one-hundred percent (100%) of the premium cost for both single and family coverage, which premium may increase from time to time.

Section 11.9 Post-Employment Health Plan The City agrees to establish a post-employment health plan for members of the bargaining unit. Employees agree that each year they will contribute thirty-two (32) hours of accrued sick time and compensatory time, for a total of sixty-four (64) hours of time to the plan by the end of the second pay period of November of each year as the total contribution for said year.

ARTICLE 12 TERMINATION AND LEGALITY CLAUSES

Section 12.1 Savings If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provision(s) for those provision(s) held invalid or unenforceable.

Section 12.2 Entire Agreement This Agreement constitutes the entire agreement between the parties and concludes collective bargaining on any subject, whether included in this Agreement or not, for the term of this Agreement, except as otherwise provided by statute.

Section 12.3 Term This Agreement shall be effective January 1, 2019 and shall terminate at 11:59 p.m. on December 31, 2022. Not earlier than September 1, 2022 either the City or the Union may give written notice to the other party by registered or certified mail of its desire to negotiate modifications to this Agreement, said modifications to be effective January 1, 2023, unless mutually agreed otherwise.

Section 12.4 Continuing Effect Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached.

CITY OF EVANSTON:

Wally Bokkiewicz 2-13-19
Date
Wally Bokkiewicz
City Manager

Demitrous Cook 2/13/19
Date
Demitrous Cook
Chief of Police

Erika Storlie 2-12-19
Date
Erika Storlie
Assistant City Manager

EVANSTON POLICE SERGEANTS
ASSOCIATION:

Dennis Prieto 2/5/19
Date
Dennis Prieto
Sergeant

Elizabeth Glynn 2/5/19
Date
Elizabeth Glynn
Sergeant

Charlotte Hart 2/6/19
Date
Charlotte Hart
Sergeant

Jason Kohl 2/5/19
Date
Jason Kohl
Sergeant

Kevin S. Krug 02-06-19
Date
Kevin S. Krug
Northern Field Supervisor

MEMORANDA OF UNDERSTANDING

Reduction in Rank Due to Layoffs

The City agrees that if in the future a layoff of a covered member is implemented, the reduced Sergeant, who will be the Sergeant with the least amount of service in the rank, will be placed back in his former position as a Police Officer. The member's pay and longevity step shall be based on if the member would have remained as a Police Officer. If the member's pay is above the top pay of a Police Officer, then the member shall be paid at the highest step in the pay range for Police Officer. If the member's pay is within the pay range for Police Officer, then the member shall be paid the closest pay to his current pay, within the range for Police Officer, which does not result in a pay reduction. Any member returned to a lower rank as a result of a layoff will be first on the list when the next promotional opportunity occurs. This Memorandum of Understanding applies to layoffs only.

Use of Outside Counsel for Bargaining Unit Members

A member of the bargaining unit, who is named as a defendant in any matter before a Federal and/or State Court, may request the use of outside counsel of the member's choosing, providing the member was acting in good faith within the scope of his official duties, which gave rise to the lawsuit. Such a request shall be directed in writing to the City's Corporation Counsel, who will have the final say in whether or not outside counsel is used and if the suggestion made for a particular Attorney by the member is acceptable. The City's Corporation Counsel shall agree upon the amount of compensation that shall be paid to the chosen Attorney and negotiate the terms of the engagement.

Compensatory Time Caps

The Memorandum of Understanding (MOU) is agreed to by and between the parties of City of Evanston (hereinafter also known as the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter also known as the "FOP") to address Article X - Hours of Work and Overtime, Section 10.4 Compensatory Time in the Collective Bargaining Agreement January 1, 2019 through December 31, 2022 and continuing between the parties. All other Sections in Article X shall remain as written in the Collective Bargaining Agreement. The parties to the MOU agree to the following understanding of the current practice and utilization of Section 10.4 Compensatory Time and such understanding shall be made part of the Agreement between the parties and continuing on when dealing with the excess balances as denoted on Attachment A as of January 1, 2019. The parties agree (Employer and FOP) that the individuals listed on Attachment A can maintain balances of compensatory time in excess of those specified in Section 10.4 as specifically articulated in Attachment A.

This MOU will be made part of the Collective Bargaining agreement, until December 31, 2022 pertaining to excess balances listed on Attachment A, Compensatory Time Caps, and in accordance with Section 10.4.

Additional Compensatory Time

Within one (1) month of the effective date of this Agreement, the City will deposit sixteen (16) hours into each employee's compensatory time bank as a one-time consideration in 2019. These hours will be used consistent with Section 10.4 above.

Attachment A – Compensatory Caps – Section 10.4

<u>Employee</u>	<u>Max Compensatory Cap</u>
MULLIGAN, GENE	960 hours