

A G R E E M E N T

between

CITY OF PARK RIDGE

and

**ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

2015-2019

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AGREEMENT
BETWEEN
THE CITY OF PARK RIDGE
AND
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
AND FOP LODGE #16

ARTICLE I

Purpose and Effective Date

1. This Agreement entered into by and between the City of Park Ridge, Illinois (hereinafter referred to as the "Employer" or "City") and Illinois Fraternal Order of Police Labor Council, (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious and mutually beneficial working and economic relations between the Employer and the Union; the establishment of equitable and peaceful procedures for resolution of any misunderstanding or differences which may arise, and to set forth herein the basic and full Agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

2. This Agreement shall be effective upon execution and shall remain in effect through April 30, 2019 except as hereinafter provided. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by registered or certified mail by either party not less than ninety (90) or more than one hundred twenty (120) days before the expiration date. Negotiations for an agreement to take effect at the expiration of this Agreement shall begin during January, 2019, or such later date as may be mutually agreed upon by the parties. Notices of termination required by this provision, if by the Employer, shall be addressed to the Director, Illinois Fraternal Order of Police Labor Council, 974 Clocktower Drive, Springfield, Illinois 62704, and if by the Union to the Employer, at the office of the City Manager, 505 Butler Place, Park Ridge, Illinois 60068. Either party may, by like written notice, change the address to which notices shall be given. Termination notices shall be considered to have been given as of the date shown on the postmark.

3. Notwithstanding the foregoing, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new contract between the parties. All provisions of this contract shall continue to remain in full force and effect during said period.

4. This Agreement is a complete Agreement between the parties; however, during the life of this Agreement the parties may, by mutual agreement, make amendments thereto.

5. In the event any provision in this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

6. The Employer and the Union and their representatives mutually agree to carry out the performance of this contract in good faith. The Employer and the Union further agree to faithfully comply with the case and statute law of the State of Illinois.

ARTICLE II

Recognition of Employee Group

1. The City recognizes the Union as the exclusive bargaining representative for all full-time sworn police officers employed by the City in the rank of sergeant, in accordance with the Corrected Certification of Representative issued by the Illinois Labor Relations Board on January 19, 2011 in Case No. S-RC-10-143. All other City employees are excluded from the bargaining unit.

2. None of the provisions of this Agreement shall be construed to require either the Employer or the Union to violate any Federal or State of Illinois laws. In the event any provision hereof should conflict with any such laws, such provisions shall be modified to the extent necessary to conform to such laws.

ARTICLE III

Management Rights

1. All the functions of management of the operations of the City and the direction of its employees which are not limited by the express language of this Agreement, are exclusively vested in and retained by the Employer, including but not limited to the right to determine the means, methods, and place of operation, and to decide what work or services shall be performed by the employees, to direct, schedule and assign work, the right to establish the number and classification of positions, to hire, discipline or discharge employees for just cause, to layoff, to transfer, authorize promotions, and to maintain discipline, order and efficiency, the right to make and enforce reasonable rules, to introduce new and improved methods, materials, equipment or facilities, or change or eliminate existing methods, materials, equipment or facilities, provided this will not be used for purposes of discrimination against any employee for membership in the Union. Generally, Sergeants will be assigned to work within the public safety functions of the City, but may be temporarily assigned to any City function in the event of an emergency.

2. For the purpose of this Agreement, emergency shall be defined as a sudden unexpected happening; an unforeseen occurrence or condition; specifically, perplexing contingency or complication of circumstances; a sudden or unexpected occurrence and action; or relatively permanent condition of insufficiency of service or of facilities resulting in social disturbances or distress.

ARTICLE IV

Continuation of Work

1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents or members will call, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown, or withholding of services, during the term of this Agreement, as a result of a labor dispute with the City or for any reason whatsoever.

2. All employees who hold a position of officer, or other position of authority of the Union, occupy a position of special trust and responsibility in maintaining and bringing about compliance with this provision, including the responsibility to remain at work during any interruption which may be initiated by other employees and to encourage employees violating this paragraph to return to work.

3. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union or for any reason whatsoever.

ARTICLE V

Wages

Effective May 1, 2015, bargaining unit employees shall receive a 3% market equity adjustment that shall be retroactively paid.

Effective May 1, 2015, bargaining unit employees will receive a 1% wage increase that shall be retroactively paid.

Effective November 1, 2015, bargaining unit employees will receive a 1% wage increase that shall be retroactively paid.

Effective May 1, 2016, bargaining unit employees will receive a 2% wage increase.

Effective May 1, 2017, bargaining unit employees will receive a 1.5% wage increase.

Effective May 1, 2018, bargaining unit employees will receive a 1.5% wage increase.

Notwithstanding any other provision of this agreement, a Sergeant will be ineligible to receive any scheduled step increase, as agreed upon by contract, if that Sergeant receives a "requires improvement" yearly performance evaluation. The Sergeant in question will receive the scheduled step increase after he meets the city's performance expectations. Both parties agree that there will not be retroactive pay for the period the Sergeant has not met the City's performance expectations, however, the City will not withhold any longevity pay.

ARTICLE VI

Benefits

A. *Longevity.*

This Section shall become effective May 1, 2013.

Longevity will be paid according to the following schedule:

Upon completion of 10 years of service - a total of \$1050 per year in addition to base pay (\$1300 effective May 1, 2016);

Upon completion of 15 years of service - a total of \$1500 per year in addition to base pay (\$1750 effective May 1, 2016);

Upon completion of 20 years of service - a total of \$1800 per year in addition to base pay (\$2050 effective May 1, 2016).

The foregoing amounts are not cumulative.

Longevity pay shall be effective on the anniversary date of employment according to the continuous length of service as specified, subject to satisfactory merit ratings. It should be pointed out that longevity pay is not necessarily to be considered automatic upon completion of the necessary years.

B. *Preparation Time Compensation.*

The extra time that may be required on a daily basis to perform regular supervisory tasks, e.g., administrative preparation time, shall be excluded from the calculation of extra time for overtime purposes. In lieu thereon, sergeants shall receive bonus compensation annually of \$2,000, payable semi-annually in October and April in equal installments of \$1,000. The sergeant must have been in the position the previous six months to receive the full amount. If a sergeant has not been in the position for six months, the allowance will be prorated.

C. Court Pay

1. Off Duty Court Appearances.

When a Sergeant is ordered by the City to report to a court or an adjudication hearing outside of working hours, he shall receive time and one-half the employee's regular straight-time hourly rate of pay, with a minimum of three (3) hours, unless such court time or the 3 hour period overlaps with the Sergeant's scheduled working hours. (*E.g.*, if a Sergeant reports to court at 9 am and begins his regular shift at 10 am, the Sergeant shall receive 1 hour of court pay under this Section; if a Sergeant reports to court at 9 am and begins his shift at 11 am, the Sergeant shall receive 2 hours of court pay under this Section.). This section shall not apply to disciplinary hearings or arbitration proceedings of any kind. No further compensation shall be due for any work performed by a Sergeant during the three hour period for which he or she is receiving compensation under this Section. The travel time payment previously in effect for out of district court shall no longer be in effect.

2. Compensatory Time and Administrative Rules.

An employee eligible for court pay under this Section may elect compensatory time off at time and one half in lieu of pay. Court calls shall be computed from one-half hour prior to scheduled starting time. Time under this Paragraph B shall be computed to the nearest one-quarter hour.

3. On Duty.

No Sergeant shall receive any extra pay if his appearance occurs while on a regular duty shift. In the event an on-duty officer is required to remain in court beyond his regular shift hours, the officer will not receive court pay as provided for in Paragraph B-1, but the time beyond the regular shift shall be compensated overtime pay as provided in Article VII, Section 4.

D. Life Insurance

1. Term Insurance. The Employer shall provide Term Life Insurance in the amount equal to the Sergeant's base pay, rounded up to the nearest thousand, not to exceed One Hundred Thousand Dollars (\$100,000.00).

2. Optional Term Insurance. There shall be additional optional term insurance paid for by the officer in amounts prescribed by the insurance carrier and according to participation requirements set by the carrier.

3. Conversion. Employees shall be permitted to convert term life insurance (regular and optional) to whole life insurance at retirement, to the extent permitted by the carrier; the entire premium shall be paid by the sergeant.

E. Medical Plans

1. A comprehensive medical program (including PPO and HMO alternatives) selected by the City will be provided during the term of this Agreement; provided, however, the City reserves the right to change insurance carriers, HMO's or to self-insure as it deems appropriate, as long as the new basic coverage and basic benefits are substantially similar to those in effect before the changeover. The City may make future plan changes, including changes to benefit levels, so long as the changes will be the same as the changes for all management employees in the City of Park Ridge. The Union and employees will receive 30 days' advance notice in writing. Notwithstanding the foregoing, no changes will be made to the PPO plan in effect as of May 1, 2014 prior to April 30, 2017, absent mutual agreement between the City and the Union. During the term of this Agreement, employees may elect appropriate coverage in one of the health plans offered by the City during the enrollment period established by the City.
2. Administration. It is understood that the master documents between the carrier (or any replacement carrier selected by the City) and the City are the controlling documents as to coverage, benefits, eligibility, and all other aspects of the plans and that any disputes concerning such matters shall not be subject to the contractual grievance procedure.
3. Premium Costs. Premium costs under the medical plans are controlled by the concept that both the City and the employee shall share in payment of the premium cost for both employee and dependent coverage. During the term of this Agreement, the employee shall pay thirteen percent (13.0%) of the premium for the type of coverage selected (employee; employee plus spouse; employee plus children; employee plus family coverage) under the applicable PPO or HMO plan, and the City shall pay the remainder of the premium.
4. The amount of an employee's applicable monthly medical insurance premium contribution during the term of this Agreement shall not exceed the amount of the applicable monthly insurance premium required of other regular full-time non-represented City employees generally, and the applicable PPO plan deductibles shall likewise be the same as those for other regular full-time non-represented City employees generally.
5. The City shall maintain a plan under Internal Revenue Code Section 125 applicable to employee contributions to the group medical insurance plans set forth in this Paragraph E, so long as permitted by law. In addition, bargaining unit employees may continue to elect to contribute a portion of their earnings, on a pre-tax basis, towards deductibles and out of pocket maximums, pursuant to a plan established by the City, to the extent permitted by applicable law.

F. *Non-Reimbursed Dependent Care Expenses*

Bargaining unit employees may elect to contribute a portion of their earnings, on a pre-tax basis, towards unreimbursed dependent care expenses pursuant to a Flexible Spending Plan established by the City, to the extent permitted by applicable law, as the Plan may be changed from time to time by the City.

G. *Retiree Medical Insurance*

Employees who retire on or after May 1, 1995, with 20 years of service and are eligible to receive a pension under the Illinois Police Pension Act, and their dependent(s), may elect coverage under the City's group medical insurance plan for employees covered by this Agreement by paying the full group premium amount, which amount may increase from time to time. If the retiree or his dependent(s) is receiving a pension, the amount shall be deducted from the pension check. If not, the retiree or his dependent(s) may pay in advance, quarterly, or forfeit coverage. Once the retiree or his dependent(s) receives a pension, the amount then shall be deducted from the pension check. This coverage is only available up to the date the retiree or his dependent(s) is eligible for Medicare and must be continuous from the date of retirement. The term "dependent" as used in this Paragraph F means the employees spouse and/or dependent children who are covered under the City's medical insurance plan at the date of the employee's retirement.

H. *Dental Plan*

The dental plan in effect on the date of this Agreement (or a replacement plan selected by the City providing substantially similar benefits) shall continue in effect providing both employee and dependent coverage. Employee premium contributions shall be as follows:

Employee only	\$3 per month
Family Coverage	\$31.00 per month

I. *Sick Leave*

1. Amount and Accumulation. Sergeants shall accumulate sick leave with pay at the rate of eight (8) hours of earned sick leave per each calendar month of employment cumulative to 1,440 hours of sick leave. Sick leave should not be considered as a privilege which an employee may use at his discretion but shall be allowed only in the following instances:

- (a) sickness of the employee;
- (b) employee's physical and dental exams and other sickness prevention measures; if possible, an employee should attempt to schedule such examinations on his off-duty time;

Sick leave is not to be used for matters of personal convenience, such as (but not limited to) weddings, graduations, personal business, family

medical appointments. Violations of these provisions shall be grounds for disciplinary action under provisions of the Fire and Police Commissioners Act.

2. **Enforcement of Provisions.** The City may use any reasonable measures to verify the proper use of sick leave including, but not limited to: (a) requiring employee to submit medical certificates; (b) requiring employee to submit to physical exam at City's expense; and (c) requiring employee to submit full details in writing explaining his absence.

An employee who is sick is expected to be confined to his place of residence or hospitalized unless he is en route to or located at the office of a physician, except that an employee may leave his place of residence if said action is consistent with the nature of the employee's illness. This Paragraph shall not be applicable to an employee who is injured, so long as there is medical confirmation of the injury.

The use of sick leave with pay shall be authorized on approval of the Department Head or his designated representative. To qualify for compensation while absent on sick leave, a Sergeant shall notify his immediate supervisor at least sixty (60) minutes prior to the time set for the beginning of daily duties.

3. **Sick Leave Payout at Retirement.** An employee who retires or resigns in good standing on or after the effective date of this Agreement with more than 960 hours of accrued but unused sick leave shall receive payment as follows:

30% of accrued but unused sick leave in excess of 960 hours paid at 100% of the employee's straight-time rate of pay on the date of retirement or resignation in good standing. **Example:** An employee who retires with the maximum accrual of 1,440 hours shall receive payment for 144 hours ($1,440 - 960 = 480 \times 30\% = 144$ hours).

J. Time Off

1. **Leave Time.** Leave time shall be earned and will accrue from the date of employment. Each employee hired before May 1, 2012 shall be entitled to annual leave time in accordance with the following schedule:

Years of Continuous Service Completed	Accrual Rate Per Pay Period
1 through 5 years	3.692 hours
6 years	4.000 hours
7 years	4.308 hours
8 years	4.615 hours
9 years	4.923 hours
10 years	5.231 hours

11 years	5.538 hours
12 years	6.461 hours
13 years	6.769 hours
14 years	7.076 hours
15 years	8.923 hours

Each employee hired on or after May 1, 2013 shall be entitled to annual leave time in accordance with the following schedule:

Years of Continuous Service Completed	Accrual Rate Per Pay Period
1 through 5 years	3.692 hours
6 years	4.000 hours
7 years	4.308 hours
8 years	4.615 hours
9 years	4.923 hours
10 years	5.231 hours
11 years	5.538 hours
12 years	5.846 hours
13 years	6.154 hours

Employees may not use leave time before it is accrued.

2. Leave Time Scheduling. All leave schedules shall be arranged in advance and approved by the Chief of Police or designee. It is expressly understood that the final right to designate leave periods and the maximum number of employee(s) who may be on leave at any time is exclusively reserved by the Chief of Police in order to insure the orderly performance of the services provided by the City.

K. *Holidays*

For purposes of this Agreement, the following ten (10) days are considered holidays for employees: New Year's Day, January 1; Martin Luther King, Jr's Birthday, (date of observance specified by City); Lincoln's Birthday, February 12; Easter Sunday; Memorial Day observed; Independence Day, July 4; Labor Day, first Monday in September; Veterans Day, November 11; Thanksgiving Day, fourth Thursday of November; and Christmas Day, December 25. The holiday shall only be in effect from 12:00 a.m. to 11:59 p.m. on that day.

Compensation for holidays is set forth in Article VII, Paragraph 5 (Holiday Pay).

L. *Uniform Allowance*

1. Uniform Allowance. The existing quartermaster system for Sergeants shall continue during the term of this Agreement, as the same may be changed from

time to time by the Chief of Police. All employees, other than the Detective Sergeant, shall receive an annual uniform allowance of \$300, payable in May of each year, starting in May, 2014. The Detective Sergeant shall receive an annual uniform allowance of \$700.00, payable in May of each year, starting in May, 2014. The foregoing amounts shall be pro-rated if, at the time of the allowance, the sergeant has not occupied such assignment or rank for one year. The allowance shall be paid within thirty (30) days of the May 1 cutoff date. If an officer terminates his employment before the payment date, there will be no proration of the annual uniform allowance and he will not be entitled to any payments. All employees shall be required to maintain, repair, replace and clean uniforms and keep same in a neat and serviceable condition.

2. Uniform Damage. Any City issued uniform item or equipment shoes or other personal equipment, which is damaged beyond repair without the negligence of the employee in the course of duty shall be replaced by the City or the employee will be reimbursed for said item; provided, however, that this provision does not apply to normal wear and tear. The City will pay to replace an employee's protective vest at the manufacturer's recommended intervals; provided, however that all other replacements shall be in accordance with the City's General Orders. The City will also pay for replacement, to a reasonable extent, of clothing, prescription eyewear, shoes or personal equipment of plain clothes officers (juvenile or detective) which is damaged beyond repair without the negligence of the employee in the course of duty; provided, however, that this provision does not apply to normal wear and tear. In no event shall the City be liable to repair or replace personal equipment or property in excess of \$150 for a watch, and \$100 for all other items.
3. Mandated Uniform Changes. If the City mandates any change in uniform or equipment items, the City will pay for the first issue of any such mandated change, except it is understood that City payment does not apply to changes in uniform or equipment which have no deadline date but merely require that the police officer buy a certain type of uniform or equipment item in the future.
4. Absence From Work. In the event of absence from work for a line-of-duty injury, the employee shall receive full uniform allowance. In the event of absence from work for a non-work related illness or injury in excess of six months, the employee shall receive a pro-rated uniform allowance payable when the employee returns to active duty, based upon time actually worked during the allowance period.

M. *Funeral Leave*

In the event of death in the employee's immediate family, the employee shall receive up to three days of paid funeral leave to attend the funeral (eight hours' straight-time pay for each day of absence). The City may require substantiation of death. Immediate family shall be defined as the employee's spouse, parent, child, grandchild, grandparent, mother-in-law, father-in-law, brother, sister, brother-in-law and sister-in-law. In the

event of death of the employee's aunt or uncle, the employee shall receive 8 hours of paid funeral leave to attend the funeral (8 hours' straight-time pay).

N. *Injury and Disability Pay*

When an employee is injured in line of duty, the employee may not use sick leave or accrued benefit time. Subject to applicable State law, the employee may seek benefits pursuant to the Public Employee Disability Act (PEDA).

O. *Short Term Disability*

An employee who is temporarily unable to work by reason of non-work related illness, disability or pregnancy or pregnancy related condition, shall use accumulated sick time, leave time and time coming, in that order, or may apply for a disability pension, before or after exhausting available time off, through the Police Pension fund. In the alternative, an employee with a work related injury may be placed on modified duty, subject to the City's Modified Duty Policy, as the same may be changed from time to time by the City, provided the City determines that such modified duty is available. Modified duty shall not be available for a non-work related illness or injury, unless authorized by Chief and/or City Manager in a specific instance. The officer must notify the Police Chief in writing as soon as he or she knows of their inability to work, and submit such medical information as the City may require. Return to regular duty will occur when the employee is medically able based upon the employee's own doctor and/or the City's doctor.

P. *Jury Duty*

An employee who serves on jury duty shall receive normal straight-time pay for each day of jury duty (up to 8 hours of straight time pay per day) so long as the employee signs over any jury pay to the City and provides proof of beginning and end of each day's jury service. An employee who serves on jury service for four or more hours on any day shall be excused from his regular work shift on that day.

Q. *Family and Medical Leave*

The City agrees to comply with the Family and Medical Leave Act of 1993 (FMLA) and the rules and regulations issued in conjunction therewith. Accordingly, any City policies, orders, rules or regulations applicable to bargaining unit employees, as the same may be changed from time to time, shall be in accordance with what is legally permissible under the FMLA.

R. *Bilingual Stipend*

On or about May 1st of each new City fiscal year, commencing in May, 2013, each sergeant who the City determines is proficient in any or all of the following foreign languages will be given a lump sum bonus in the gross amount of \$300, which said amount shall not be added to base pay: Spanish, Polish and any other foreign languages approved by the Police of Chief. In no event shall any sergeant be eligible to receive

more than one bilingual stipend, regardless of the number of foreign languages in which they may be proficient, *e.g.*, if a sergeant is deemed proficient in Spanish and Polish, such employee will receive a total of \$300.

Any sergeant who seeks a bilingual stipend under this Section shall submit a request to the City within 30 days of the start of any new fiscal year. In order to be eligible for a bilingual stipend, the City may require the employee to take and pass a foreign language proficiency test, administered by an outside vendor selected by the City, or other foreign language certification acceptable to the City. No employee will be entitled to compensation for time spent preparing for the test, or for taking the test (unless it is taken during the employee's regular working hours).

ARTICLE VII

Hours of Work and Overtime

Overtime pay shall be paid as follows:

1. Tour of Duty. There will be a 28-day tour of duty for overtime pay purposes, *i.e.*, the work cycle for purposes of 7(k) of the FLSA shall be considered 28 days.

In a normal tour of duty of 28 days, the Sergeant will normally be scheduled for 160 hours, as determined by the Chief of Police.

2. Computation of Hours Worked. Hours actually worked plus hours paid, but not worked, will count as "hours worked" for the purpose of computing overtime pay. This will include paid vacation, paid holidays (up to 8 hours per holiday) and paid sick leave. This will also include leave of absence for military purposes even though such leave is not paid by the City.
3. Holdover and Hireback. An employee who is held over at the end of a shift or who is hired back shall receive pay or compensatory time off, as the officer so elects, at time and one-half for all hours worked in excess of 160 hours in a tour of duty, *i.e.*, the 28 day work cycle. The election of compensatory time or pay shall be subject to a) the comp time maximum under Paragraph 10 of this Article; and b) City control for budget or scheduling needs, except that the City's right to control the election of compensatory time or overtime pay may only be exercised after nine (9) months of the fiscal year have elapsed.
4. All Other Overtime. An employee who works any overtime not covered by Paragraph 3 above shall receive pay or compensatory time off, as the officer so elects, at time and one-half for all hours worked in excess of 160 hours in a tour of duty, *i.e.*, the 28 day work cycle. The election of compensatory time or pay shall be subject to a) the comp time maximum under Paragraph 6 of this Article; and b) City control for budget or scheduling needs, except that the City's right to control the election of compensatory time or overtime pay may only be exercised after nine (9) months of the fiscal year have elapsed.

5. Holiday Pay. A Sergeant may be eligible to receive holiday compensation, pursuant to one of the following options only:
- Holiday On Regular Day Off. If an employee is not scheduled to work on the holiday, such employee shall receive a total of 8 hours of compensatory time for the holiday.
 - Holiday on Scheduled Work Day. If a sergeant works all of his regularly scheduled hours on the holiday, then such sergeant shall receive 8 hours of compensatory time for the holiday, plus time and a half for the hours actually worked on the holiday. If the sergeant leaves early, there will be no 8 hours of compensatory time earned for the holiday. However, there will be no time deducted for the remaining hours taken.
 - Holiday Off. If an employee takes approved time off on a holiday he was otherwise scheduled to work, excluding sick time, such employee shall receive straight time for the hours he otherwise would have worked on the holiday.
 - Sick. If a Sergeant was scheduled to work on a holiday and calls in sick, such sergeant shall not receive any holiday benefit of any kind, including compensatory time, and sick time will be deducted from his or her accrued sick leave. If a Sergeant leaves early due to sickness, the Sergeant will be compensated for those hours worked, but there will be no 8 hours of compensatory time earned.

It is expressly understood and agreed that in no event shall more than a total of 8 hours of compensatory time (as a holiday benefit) be due to any sergeant for any holiday period.

Holiday Hold Over. If a sergeant is held over to work on a holiday, such sergeant shall receive time and a half for all hours worked on such holiday.

Holiday Force Back. If a sergeant is forced back to work on a holiday, such sergeant shall be paid double time for all hours worked on such holiday.

Grant/Detail Work on A Holiday. If a sergeant performs grant/detail work on a holiday, such sergeant will be paid at time and a half for all hours worked.

6. 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, up to a maximum of sixty (60) hours, unless the Chief of Police or his designated representative permits accrual of compensatory time in excess of 60 hours. An employee with accrued compensatory time may make advance request for time off and time off will be approved by the Chief or his designee based upon Departmental needs.

7. No Pyramiding. There shall be no pyramiding or duplication of overtime payment under this Agreement. If hours are compensated at overtime rates under one provision of this Agreement, those hours shall not be counted in determining overtime pay under another provision.

ARTICLE VIII

Grievance and Arbitration Procedure

A. *Grievance Procedure*

1. It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purpose of this Agreement, a grievance is any dispute or difference of opinion raised by the Sergeant or the Union against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. The grievance form is attached hereto as Appendix A to this Agreement.

Step 1: Immediate Supervisor. The Sergeant, with or without a Union representative, may file the grievance in writing with the Sergeant's immediate supervisor within fifteen (15) calendar days of its occurrence. The supervisor (or designee) shall then attempt to adjust the matter and shall respond in writing within ten (10) calendar days after such discussion.

Step 2: Department Head. If not adjusted in Step 1, the grievance shall be reduced in writing and presented by the Union to the department head within fifteen (15) calendar days following the supervisor's answer to Step 1. The department head (or designee) shall attempt to adjust the grievance as soon as possible, but shall give his answer in writing to the Union within fifteen (15) calendar days after receipt of the grievance.

Step 3: City Manager. If not adjusted in Step 2, the grievance shall be submitted to the City Manager within fifteen (15) calendar days of the answer in Step 2. A meeting shall be held at a mutually agreeable time and place with the City Manager or designee. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the City Manager or designee designated representative shall give the Union the Employer's answer within fifteen (15) calendar days following their meeting.

Step 4: Arbitration. If the grievance is still unsettled, it may be referred for arbitration by written request made within fifteen (15) calendar days of the Employer's answer in Step 3. Arbitration shall proceed in the following manner:

B. *Arbitration Procedure*

1. The Employer and the Union shall attempt to agree on an arbitrator. If they are unable to agree upon the person to serve as the arbitrator, they shall request a panel from the Federal Mediation and Conciliation Service, from which panel the Union and City shall alternatively strike names until only one name shall remain.

2. The arbitrator shall hold a hearing at a date convenient to the parties. The scope of the hearing shall be at the sole discretion of the neutral arbitrator. The hearing shall only be open to all parties in interest.
3. The arbitrator shall issue his decision not later than thirty (30) calendar days from the date of closing of the hearing or within 30 days from the date set for filing post-hearing briefs with the arbitrator.
4. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.
5. The decision of the arbitrator shall be final and binding on the City, the Union, and the employee or employees involved.
6. Any general costs of the arbitration proceedings shall be shared equally between the Employer and the Union. All other expenses shall be borne by the individual parties.
7. The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement. The questions of arbitrability shall be determined by the arbitrator.

Time Limits. If a decision is not rendered by the City within the time limits provided for in this grievance procedure, the aggrieved employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step as provided above. If at any step the aggrieved employee does not submit the grievance or appeal the City's decision in the manner and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the City without any further appeal or reconsideration. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the aggrieved employee or the Union, and the City. In addition, the Union and the City may mutually agree to skip a step or steps of the grievance procedure, in writing, in a specific instance.

ARTICLE IX

Other Items

A. *Dues Checkoff*

Upon receipt of a signed authorization from an employee in the form set forth below, the City agrees for the duration of this Agreement to deduct from such employee's pay uniform monthly Union dues. The Union will notify the City in writing of the amount of the uniform dues to be deducted. Deductions shall be made once each month and shall be remitted to the Treasurer of the Union not later than 15 calendar days after the deduction is made.

The form of checkoff authorization shall be as set forth in Appendix B attached hereto and made a part of this Agreement.

B. Fair Share

During the term of this Agreement, employee who do not choose to become dues paying members of the Union shall, commencing thirty (30) days after their promotion or thirty (30) days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the City a list of members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986), with respect to any constitutional right of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Labor Relations Board and the payment shall be made to said organization.

Indemnification

The Union shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the City for the purpose

of complying with the provisions of this Section, or in reliance on any written checkoff authorization furnished under any provisions of this Agreement.

C. *Uniform Police Officers Disciplinary Act*

Nothing in this Agreement shall abridge any employee rights under the Uniform Police Officers Disciplinary Act, 50 ILCS 725/1.

D. *Employee Rights*

Officers shall have the right to have a Union representative present during any meeting with a supervisor provided that the Officer requests a Union representative, and further provided that the Officer reasonably believes that disciplinary action may result. Such meeting shall be reasonably delayed if a Union representative is not immediately available. The right to have a Union representative shall not apply to informal discussions intended solely to ascertain relevant facts when discipline is not being considered.

Nothing in this Agreement shall limit the City's right to temporarily remove an employee from work with pay immediately, pending full investigation, where the supervisor believes that said immediate removal is necessary under the circumstances.

E. *Personnel File*

Personnel File. The City agrees to abide by the lawful requirements of Illinois Access to Personnel Records Act, 820 ILCS 40/0.01 et seq. Pursuant to the law, employee's may access their personnel records at reasonable intervals.

F. *Discipline*

In the event a grievance involves an unpaid suspension or discharge of a non-probationary employee, such non-probationary employee shall have the option of proceeding under the appropriate procedures of the City Board of Fire and Police Commissioners or filing a grievance, but not both. Lesser forms of discipline such as warnings and reprimands shall not be subject to the grievance procedure, except an employee may grieve a written reprimand up to Step 3 (City Manger Level) only. In the event the employee elects to proceed under the grievance procedure, he shall indicate in writing his choice within ten (10) calendar days of receipt of the disciplinary notice and specifically waive any right he might otherwise have under the Fire and Police Commission Act. Such election shall be irrevocable. In the event the Chief of Police files a complaint before the Commission seeking a non-probationary employee's unpaid suspension or dismissal, and the employee makes a timely irrevocable election to proceed to arbitration, then the suspension or dismissal shall immediately become effective, subject only to review under the grievance procedure, *i.e.* it is understood and agreed that when an employee elects to proceed to arbitration, the Chief shall have the authority to immediately impose such discipline.

ARTICLE X

Drug and Alcohol Testing

The City may require an employee to submit to urine and/or blood tests if the City determines there is reasonable suspicion for such testing. The City may also require an employee to submit to urine and/or blood tests during an employee's probationary period and/or prior to promotion to a higher rank, if the officer is involved in an on-duty traffic accident resulting in death or serious bodily harm, or if the officer is involved in the use of deadly force, which resulted in death or great bodily harm to another person.

The City shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining the proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive test result shall not be submitted to the City unless a confirmatory test result is also positive as to the same sample. The City shall provide an employee with a copy of any test results which the City receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the City, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

The results of any positive tests for the first violation shall be made available to the City for appropriate action.

The illegal use, sale or possession of controlled substances while employed by the City, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination. Random testing is permitted of an officer who is in a drug and/or alcohol related treatment program as a result of either voluntary request for assistance or disciplinary action.

ARTICLE XI

Entire Agreement

This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. 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 that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the

APPENDIX A

	Market Equity Adj. 3%	1.0%	1.0%	2.0%	1.5%	1.5%
Sergeant Scale	Effective May 1, 2015	Effective May 1, 2015	Effective November 1, 2015	Effective May 1, 2016	Effective May 1, 2017	Effective May 1, 2018
Start	\$90,594	\$91,500	\$92,415	\$94,263	\$95,677	\$97,112
After 2 years	\$92,859	\$93,787	\$94,725	\$96,620	\$98,069	\$99,540
After 4 years	\$94,716	\$95,663	\$96,619	\$98,552	\$100,030	\$101,531

APPENDIX B

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, hereby authorize my employer, CITY OF PARK RIDGE, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct.

Signed: _____

Date: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Please remit all dues deductions to:

Illinois Fraternal Order of Police/Lodge #16
Treasurer
P.O. Box 37
Park Ridge, Illinois 60068

exercise of that right and opportunity are set forth in this Agreement. Accordingly, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

Signed this 10th day of December, 2015.

CITY OF PARK RIDGE:

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL:

