

**A G R E E M E N T**

**between**

**CITY OF PARK RIDGE**

**and**

**ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL  
AND FOP LODGE #16**

**May 1, 2010**

**through**

**April 30, 2014**

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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 and FOP Lodge #16, (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 the date of the Arbitrator's Award (December 20, 2011) and shall remain in effect through April 30, 2014, 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, 2014, 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. Pursuant to an election and certification issued to the Union by the City of Park Ridge Labor Relations Board acting under authority granted by the ordinances of the Employer, the Employer recognizes the Union as the exclusive bargaining agent, for the purpose of establishing salaries, wages, hours, and other conditions of employment for all patrol officers within the Police Department of the City of Park Ridge.

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, the right to establish the number and classification of positions, discipline or discharge employees for just cause, 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, patrol officers 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**

**A. *Current Wage Schedule***

Effective from May 1, 2010 through April 30, 2012, the following annual wage scale will be in effect:

<b>Range</b>	<b>May 1, 2010 to April 30, 2012</b>
A	\$55,538
B	\$60,209
C	\$63,222
D	\$70,938
E	\$74,482
F	\$78,207
G	\$79,257
H	\$79,457
I	\$79,657

**B. *Future Wage Adjustments***

Effective May 1, 2012, the following annual wage scale shall become effective:

<b>Range</b>	<b>May 1, 2012 to April 30, 2013</b>
A	\$56,649
B	\$61,413

C	\$64,486
D	\$72,357
E	\$75,972
F	\$79,771
G	\$80,821
H	\$81,271
I	\$81,571

Effective May 1, 2013, the following annual wage scale shall become effective:

Range	May 1, 2013 to April 30, 2014
A	\$58,348
B	\$63,256
C	\$66,421
D	\$74,527
E	\$78,251
F	\$82,164
G	\$83,214
H	\$83,664
I	\$83,964

**C. *Effect of Merit Rating System***

Notwithstanding any other provision of this Agreement, an employee will be ineligible to receive Step or Longevity increases for a given year if the employee receives a "requires improvement" performance evaluation, provided that such an increase will not be unreasonably withheld pursuant to the applicable evaluation system.

**D. *Length of Time To Attain "F" Step***

Patrol officers hired at Step A will be eligible for a Step B increase for the full bi-weekly pay period in which the employee reaches his six-month anniversary of employment. A newly hired patrol officer that is certified as a police officer by the State of Illinois at the time of hire may be placed at Step B or C, although the two (2) year probationary period shall not be reduced. Thereafter, those Patrol officers will be eligible for a merit increase for the full bi-weekly pay period in which the Patrol officer reaches his first annual anniversary from date of employment and annually thereafter until he reaches Step F.

**ARTICLE VI**

**Benefits**

**A. *Longevity***

Longevity will be paid according to the following schedule; longevity pay is included in the wage scale set forth in Article V, Paragraphs A and B:

G Step - upon completion of 10 years of service - a total of \$1,050 per year in addition to the F Step;

H Step - upon completion of 15 years of service - a total of \$1,250 per year in addition to the F Step (\$1500 effective May 1, 2012);

I Step - upon completion of 20 years of service - a total of \$1,450 per year in addition to the F Step (\$1800 effective May 1, 2012).

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. Court Pay**

1. Park Ridge.

When a Patrol officer is ordered by the City to report to an adjudication hearing in Park Ridge 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. This section shall not apply to disciplinary hearings or arbitration proceedings of any kind.

2. Other Locations.

When a Patrol Officer is ordered by the City to report to any official hearing in Skokie or outside the district to which Park Ridge is assigned outside of working hours, he shall receive time and one-half the employee's regular straight-time hourly rate of pay with the following minimum, paid at time and one-half: (a) morning court call: three hours; and (b) afternoon court call: three hours. The travel time payment previously in effect for out of district court shall no longer be in effect.

3. 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 C shall be computed to the nearest one-quarter hour.

4. On Duty.

No Patrol officer 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 C-1 or C-2, but the time beyond the regular shift shall be compensated overtime pay as provided in Article VII, Section 4.

**C. Life Insurance**

1. Term Insurance. The Employer shall provide Term Life Insurance in the amount of forty thousand dollars (\$40,000.00) for all Patrol officers.
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 officer.

**D. Medical Plans**

1. A comprehensive medical program (including a PPO and HMO alternative(s) 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, benefit levels, 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 when this Agreement is signed. 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. [T]he employee shall pay ten percent (10%) of the premium for single or family coverage (employee and dependents) under the applicable PPO or HMO plan, and the City shall pay 90% of the premium. Notwithstanding the foregoing, the monthly premium contributions for single or family coverage under the applicable plan shall not exceed the dollar caps set forth below for the fiscal years indicated:

<u>Period</u>	<u>Type of Coverage</u>	<u>PPO I</u>	<u>PPO II</u>	<u>HMO</u>
May 1, 2010 - April 30, 2012	Single	\$ 92.00	\$ 39.70	\$ 54.45
	Family	\$225.00	\$101.15	\$121.00
May 1, 2012 - April 30, 2013	Single	\$122.45	\$52.83	\$72.47
	Family	\$299.48	\$134.63	\$161.05

May 1, 2013 –	Single	\$134.70	\$58.11	\$79.72
April 30, 2014	Family	\$329.43	\$148.09	\$177.16

4. 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 D, 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.

**E. *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.

**F. *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.

**G. *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

**H. *Sick Leave***

1. Amount and Accumulation. Patrol officers 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. Sick Leave Bonus. Employees with five (5) or more years of service who have averaged no more than sixteen (16) hours of sick leave during the five-year period immediately preceding (employees with longer service shall average their entire term of service up to a maximum of the immediately preceding eight (8) years) shall be entitled to 240 additional hours of paid sick leave for a major illness. In computing the sixteen (16) hour average, such hours used during periods involving hospitalization or for funeral leave shall not be counted as days off.
3. 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 patrol officer shall notify his immediate supervisor at least sixty (60) minutes prior to the time set for the beginning of daily duties.

4. 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 x 30% = 144 hours).

**I. Time Off**

1. Leave Time. Leave time shall be earned and will accrue from the date of employment. Each employee 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
14 years	6.462 hours
15 years	8.308 hours

Employees will be able to use leave time before it is accrued. However, by January 1 of each year, employees must show a positive balance of earned leave time. Any days accumulated in excess of the maximum accrual as of January 1 of each year will be forfeited, with exceptions subject to approval by the Chief of Police.

2. Leave Time Scheduling. During January, each employee will have the opportunity to schedule leave time for the upcoming 12-month period by making written request. During the January scheduling, two patrol officers per shift will be allowed to schedule leave time off at the same time. Each Officer may request as many as eight (8) vacation periods in order of preference; provided however, that in the event the City denies a request, the employee may submit an additional request. Each period may not be shorter than three (3) calendar days, including other days off, nor longer than twenty (20) calendar days, including other days off. Leave time, which is scheduled during the January scheduling period will not be changed either by the Department or by the employee, except for emergency circumstances.

To the extent an employee is permitted to take leave time before it has been accrued, the City may require such employee to sign an agreement obligating the employee to repay the City for such leave time in the event the employee separates from employment for any reason before such time is accrued.

An employee who does not schedule all leave time during the January scheduling period may request other leave time days or time coming days, but no more than sixty (60) days in advance. Leave time so granted by the Watch Commander will not have the assurances as that granted during the January scheduling.

3. 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, Paragraphs 6 through 9.

4. Union Business. The Employer agrees to grant a special leave of absence, without pay and without cost to the City, to two (2) employees designated by the Union for the purposes of attending State, Regional or National conferences. Such special leave shall be limited to up to five (5) days per year for two (2) employees only. The Employer shall be consulted in writing at least thirty (30) days in advance to allow flexibility in scheduling work for the employee so designated. The employee may use vacation time or compensatory time in lieu of a leave of absence without pay. No contract right or other existing statutory right shall be lost during such special leave of absence.

#### **J. *Uniform Allowance***

1. Original Issue. A complete uniform shall be issued by the City to all new employees. Said new employees shall be required to maintain, in a neat and serviceable condition, all uniforms and personal equipment without any further payment by the City. The uniform to be furnished shall consist of the following:
  - (a) Four pairs of pants.
  - (b) Six summer shirts.
  - (c) Six winter shirts.
  - (d) One summer jacket.
  - (e) One winter jacket.
  - (f) Two blue neckties.
  - (g) One winter cap.
  - (h) One summer cap.

- (i) One gun belt with Magazine holder  
and baton holder.
- (j) One official baton.
- (k) One pair of handcuffs, keys and cuff case.
- (l) One raincoat.
- (m) One cap rain cover.
- (n) One whistle.
- (o) One protective vest. Protective vests issued under this subparagraph are required to be worn while on duty.

The new employee shall not be eligible for any uniform allowance for twenty-four (24) months after his first clothing has been supplied him after which he shall then be allowed a pro-rata amount per calendar day to come in line with the March 1 or September 1 cutoff dates for uniform allowance in effect for other employees.

2. Uniform Allowance. All other employees shall receive an annual uniform allowance of \$600, which shall be increased to \$650 for calendar year 2005, to \$700 effective in 2006, and to \$750 commencing in calendar year 2007. One-half (½) of the annual uniform allowance shall be paid to all police officers employed as of September 1, and the other one-half (½) of the annual uniform allowance shall be paid to all officers employed as of March 1. The allowance shall be paid within thirty (30) days of the March 1 or September 1 cutoff dates. 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.
3. Uniform Damage. Any uniform item or equipment listed in Paragraph J-1, 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, 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.
4. 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.

5. 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 50% uniform allowance payable when the employee returns to active duty.

***K. 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 one day of paid funeral leave to attend the funeral (8 hours' straight-time pay).

***L. Injury and Disability Pay***

When an employee is injured in line of duty, the following benefits will prevail:

1. First Thirty Calendar Days After Injury or Disability: The City will continue full pay to the employee if the physician selected by the City verified that the employee is unable to work. These payments are to be recorded as "Injury on the Job" and not to be charged to sick pay or vacation. During this period, the Workers' Compensation checks shall be signed over to the City by the employee.
2. After First Thirty Calendar Days After Injury or Disability: The City will pay to the injured employee an amount necessary to supplement any benefits being received from: (1) disability pension; or (2) Workers' Compensation so that the employee will receive an amount equal to the employee's normal gross less employee share of hospitalization and life insurance, union dues, credit union, United Fund, savings bonds and Medicare as may be authorized by the employee and also less deductions required for pension (on normal gross) and less federal and state income tax, if any, calculated upon the gross amount of the City supplement. The City's responsibility for direct payment shall be for a period not to exceed twenty-four (24) months from the time of injury. The pension contributions will be forwarded by the City to the Police Pension Fund and will be equal to the pension contribution on normal gross before the disability.

The above payments will be made only as long as the doctor approved by the City verifies the employee is unable to work, with the cost of said verification to be borne by the City.

The City will continue its policy of permitting the employee to accrue vacation and sick leave during the absence on the same basis as if the employee were in work status. The injured employee will be allowed to carry over all unused earned vacation time, up to a maximum of one year's earned vacation time.

The employee shall have the same group insurance benefits as other employees covered by this Agreement.

The City reaffirms its intention to return the employee to active duty as soon as the employee is medically able.

**M. *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, the employee may be placed on modified duty, subject to the City's Modified Duty Program, City Personnel Policy No. 6.0 through 6.4, as the same may be changed from time to time by the City, provided the City determines that such modified duty is available. 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.

**N. *Police Memorial Day***

In order to observe Police Memorial Day in May of each year, the two most senior Police Patrol officers who volunteer shall be permitted to travel to Springfield for the Police Memorial Day observance, in a City of Park Ridge police car, with gas and reasonable hotel and meal costs paid by the City. The employee shall not suffer any loss in pay from the normal straight-time day, but the maximum time off shall be one work day per person. Patrol officers who are on medical leave or who have disciplinary action pending against them shall not be eligible.

**O. *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.

**P. *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



## 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 patrol officer will normally be scheduled for 160 hours.

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 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 4 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. This paragraph covers overtime such as mandatory off-duty training, off-duty mandatory range training mandated by the City, breathalyzer training or recertification, crime prevention and Officer Friendly program. 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.
5. Holiday: Unscheduled. If an employee is not scheduled to work a holiday set forth in Paragraph I-3, the employee shall receive eight (8) hours compensatory time for the holiday.
6. Holiday Pay: Scheduled. If an employee is scheduled to work and works a holiday set forth in Paragraph I-3, the employee shall receive time and a half for all hours worked, and receive eight (8) hours compensatory time for the holiday.

7. Holiday Pay: Force Back. If an employee is not scheduled to work a holiday set forth in Paragraph I-3 and is required to work some or all of a shift on that holiday (known as a "force back") the employee shall be paid double-time for all hours worked on said holiday, and receive eight (8) hours compensatory time for the holiday.
8. Holiday Pay: Sick Call. If an employee is scheduled to work a holiday set forth in Paragraph I-3 and calls in sick on that day, the employee shall receive sick leave pay, if eligible, but no holiday pay or compensatory time off.
9. Compensatory Time. An employee will be permitted to elect compensatory time, in lieu of overtime pay, to a maximum of 120 hours compensatory time, unless the Chief of Police or his designated representative permits accrual of compensatory time in excess of 120 hours. Employees may take accrued compensatory time off by submitting advance request to the Chief of Police or his designated representative, who shall approve or disapprove the request based upon scheduling needs of the Department, and in accordance with the remaining provisions of this Agreement. After receiving approval of compensatory time off, approval will not be rescinded except for emergency circumstances.
10. 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.
11. Contract Negotiations. The City will pay for no more than two off-duty Union representatives at a straight hourly rate for the time spent in negotiation sessions with City representatives.

## ARTICLE VIII

### Grievance and Arbitration Procedure

#### A. *Grievance Procedure*

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 patrol officer 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. Any time period provided for under the steps in the grievance procedure may be mutually extended.

Step 1: Immediate Supervisor. The patrol officer, with or without a Union representative, may take up the grievance with the patrol officer's immediate supervisor within fifteen (15) working days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond within ten (10) working 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) days following the supervisor's answer to Step 1. The department head shall attempt to adjust the grievance as soon as possible, but shall give his answer in writing to the Union within fifteen (15) working 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) working days of the answer in Step 2. A meeting shall be held at a mutually agreeable time and place with the City Manager or his representative. 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 his designated representative shall give the Union the Employer's answer within fifteen (15) working 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) working 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.

## ARTICLE IX

### Other Items

#### A. *Continuation of Work Practices*

All economic benefits that are not set forth in this Agreement and are currently in effect shall continue and shall not be changed during the existence of this Agreement. Any change in a prior work practice which results in a discrimination, within the bargaining unit, against an employee may be grieved under the grievance procedure. Employees shall have no vested right in the continuance of any work practice.

#### B. *Effect of Indictment*

If any employee covered by this Agreement is charged by indictment or complaint to have violated any provisions of the Criminal Code of Illinois or any statute of the United States, he shall be entitled to his wages and other economic benefits provided for in this Agreement until such time as formal charges filed by the City with the Fire and Police Commission are decided, unless the Fire and Police Commission exercises its discretion pursuant to State of Illinois Statute 65 ILCS 5/10-2.1-17.

#### C. *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.

#### D. *Fair Share*

An employee hired on or after the effective date of this Agreement who elects not to be a member of the Union shall be required, as a condition of employment, after completion of the probationary period, to pay a fair share fee for the duration of this Agreement in compliance with Illinois law. The fair share fee, which shall not exceed the amount of Union dues, shall be deducted by the City from employees' paychecks as required by this Section to the extent permitted by law and remit said amounts to the Union by the 15th day of the month following deduction.

In the event that any employee covered hereby is precluded from making a fair share involuntary contribution as required by this Section on account of bona fide religious tenants or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee makes

contributions at least equal in amount to the fair share fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Lodge. For this purpose, the Union shall certify to the City the names of all employees covered hereby who are relieved of the obligation to pay a fair share fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that the contributions contemplated hereby have actually been made and that said employees are not subject to a fair share fee involuntary deduction.

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the fair share provisions of this Agreement. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

***E. 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.

***F. Insurance Advisory Committee***

One employee bargaining unit member selected by the Local FOP Lodge will be recognized as a member of the City's Insurance Advisory Committee. The Advisory Committee will assist the City in researching any proposed pending insurance carrier coverage or plan changes and provide input on possibilities to improve the administration of group medical insurance. Any recommendations which the Insurance Advisory Committee reaches will be submitted to the City Manager for his evaluation.

***G. 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.

Employees shall have all rights as set forth in 65 ILCS 5/10-2.1-17, to have their discipline cases reviewed by the Board of Fire and Police Commissioners if the proposed disciplinary action involves a disciplinary suspension or employee termination. A hearing before the Board of Fire and Police Commissioners shall be conducted under the applicable rules and regulations of the Commission and the applicable statutes.

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.

## **H. 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.

## **I. 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 dismissal, and the employee makes a timely irrevocable election to proceed to arbitration, then the dismissal shall immediately become effective, subject only to review under the grievance procedure.

# **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, subject to confirmation by the Board of Fire and Police Commissioners or a disciplinary appeal to arbitration, as provided in Article IX, Section I. Random testing is permitted of an officer who is in a drug and/or alcohol related medical treatment center as a result of either voluntary request for assistance or disciplinary action.

Signed this 23<sup>rd</sup> day of APRIL, 2012.

CITY OF PARK RIDGE:

David Palmieri 5/23/12

FOP LODGE #16:

Don #136

DeWaller #151

ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL:

Symon #171

Antonio Garcia #162

Jeff Waldell #133

Gregory #153

**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

## MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement between the City of Park Ridge and the Illinois FOP Labor Council to their 2010-14 collective bargaining agreement. The City and the FOP agree as follows:

1. Alternative Work Schedule for Patrol Division. Subject to the terms of this Memorandum of Agreement, the City will maintain an alternative work schedule for officers assigned to the Patrol Division, for the term of the 2010-2014 collective bargaining agreement, provided such work schedule shall terminate as of April 29, 2014, unless extended by mutual written agreement as provided herein. (This Memo does not apply to employees holding assignments outside of the Patrol Division, *e.g.*, employees assigned as detectives, traffic officers, accreditation officers, etc.)
2. Annual Shift Bidding Procedure. The City will permit the annual assignment of a limited number of qualified officers in the patrol division to bid on permanent shifts, subject to the following:
  - a. Between November 15 and December 15 of each year, all non-probationary officers may submit a written bid for a permanent shift position commencing on the first shift change date in the ensuing month of January and extending through the last shift change of said calendar year. The written bids will be submitted to the immediate non-bargaining unit supervisor, and each may list a first and second choice, should the officer so desire.
  - b. The selection of the permanent assignments per shift will be based upon both seniority and a satisfactory annual performance evaluation, *i.e.*, an employee who has not received a satisfactory annual performance evaluation shall be ineligible to participate in the shift bidding.
  - c. Each shift shall normally contain at least two (2) assignments which shall periodically rotate from one shift to another periodically throughout the year, as determined by the Chief of Police.
  - d. The method of replacement for vacant volunteer positions will be determined exclusively by the Chief of Police. In making such determinations, the Chief will give appropriate consideration to the employees who bid on the vacant shift during the most recent annual shift bidding. In addition, two non-probationary officers may submit a request to switch shifts for the remainder of the year, which such request shall be subject to approval by the Chief of Police.
  - e. The permanent shift bidding program will continue in accordance with the criteria set forth above as long as there exists the minimum number of voluntary applicants as set for each shift or the Chief of Police decides to continue it, even if the minimums on all or any of the shifts have not been met.

- f. Officers returning to the line from specialty assignments, e.g., investigations, crime prevention, administration, etc., will be placed in rotation until the next annual shift bid, unless otherwise determined by the Chief of Police in specific instance.
  - g. Notwithstanding the foregoing, the Police Chief shall have the right to transfer employees who have been permanently assigned to a shift under this Section in order to meet the operational needs of the Department at any time.
3. The alternative work schedule for covered employees is subject to the following conditions:
- (a) The normal work day will be 12 hours, generally from 6:00 a.m. to 6:00 p.m. or 6:00 p.m. to 6:00 a.m. provided that during each 28 day work cycle, the City may schedule 8 hours of unpaid duty reduction time for each employee, (preferably 4 hours every 14 days which shall be at the start or end of a shift), so that an employee will normally be scheduled to work 160 hours during a 28 day cycle. To the extent practical, the City will attempt to schedule the duty reduction time in conjunction with scheduled court appearances during an employee's non-work time, which the employee should always disclose in advance. In the event an employee is not given said 8 hours of duty reduction time during a 28 day cycle, then the employee will be paid at straight time for such hours of work, up to 168 hours in a 28 day cycle, notwithstanding Paragraph 2 (c) of this Memorandum.
  - (b) The work cycle for purposes of 7(k) of the federal Fair Labor Standards Act ("FLSA") shall be considered 28 days, with overtime being paid only for hours worked in excess of 160 hours in a 28 day cycle. (Paid vacations and sick leave will continue to count as hours worked for purposes of overtime calculation.) Employees covered by this Memorandum will not otherwise be eligible for overtime or premium pay.
    - i) Subject to the foregoing, covered employees will normally be assigned to work 3 off; 2 on; 2 off; 3 on; 2 off; 2 on—starting on Friday for 2 of 4 platoons and so forth during the 28 day work cycle.
  - (c) If an employee works 16 or more hours during a 24 hour period, the Chief or his designee reserves the right not to schedule the employee for another shift until the employee has had at least eight consecutive hours off. Any hireback may be limited by the City to avoid more than 16 hours of consecutive work.
  - (d) One (1) employee will be permitted on leave time (including comp time) per shift per workday, provided that the City may, in its sole discretion, permit more than 1 employee to be off from time to time.

- (e) If the City calls an employee back to work outside his scheduled hours of work (*i.e.*, hours not contiguous to their regular shift), then such employee shall receive a minimum of two (2) hours pay or pay for the actual time worked, whichever is greater, unless the time extends to his regular work shift or unless the employee is called back to rectify his own error. This section shall not be applicable to scheduled overtime or NIPAS call-ins.
4. All leave "days" shall equate to 8 hours per day, and shall continue to accrue at that rate, i.e., the alternative work schedule shall not increase paid leave time, including vacations. An employee using a full leave day while assigned to the alternative work schedule shall have 12 hours deducted from his/her accrued leave. An employee assigned to 12 hour shifts who is suspended for a work day shall be docked 12 hours.
5. Holidays. For purposes of this Memorandum, 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.
- (a) Holiday: Unscheduled. If an employee is not scheduled to work any portion of a holiday as defined above, the employee shall receive eight (8) hours compensatory time for the holiday.
- (b) Holiday pay: Scheduled. An employee who works on a holiday as defined above shall receive time and a half for all hours worked on said holiday, and receive eight (8) hours compensatory time for the holiday. (*Example*: If an employee begins working on December 25 at 6:00 p.m., then such employee will earn holiday pay under this section from 6:00 p.m. until midnight, but not thereafter.)
- (c) Holiday Pay: Force Back. If an employee is not scheduled to work a holiday (as defined above) but is required to work some or all of a shift on that holiday (known as a "force back") he shall be paid at double time for hours worked on the holiday, and receive eight (8) hours compensatory time for the holiday.
- (d) An employee may elect compensatory time as described above, provided the employee does not exceed the comp time maximum permitted by the contract. (Any comp time hours in excess of the comp time maximum will be paid to the employee at his or her straight time hourly rate.) Except as expressly provided herein, no other holiday pay or benefit shall be provided to an employee working on a holiday.
- (e) Holiday Pay: Sick Call. If an employee is scheduled to work a portion of a holiday as defined above and calls in sick on that day, the employee may

receive sick leave pay, if eligible, but no holiday pay or compensatory time off.

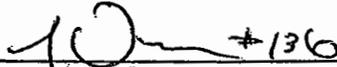
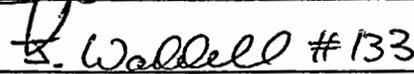
6. Training Day. Effective upon execution of this Memorandum, an assigned training day, which consists of a minimum of eight (8) hours training time (contact hours), will constitute a work day.
7. An employee shall not engage in secondary employment during two consecutive 12 hour shifts, *i.e.*, two shifts separated by less than 24 hours off.
8. An employee may switch his entire shift with an employee on another shift, subject to advance approval by the Patrol Division Commander or his designee, and provided the shift is at or above any minimum staffing level set by the Chief. An officer will be allowed up to three shift switches per calendar year, provided that switches approved in advance for specified educational reasons will not be counted toward the 3 switch per year maximum. To be eligible to request a switch, a City approved form must be completed by both officers involved in the switch, and must be submitted to the Patrol Division Commander at least seven (7) days before the requested day.
9. Should there be any conflict between the provisions of this Memorandum and the provisions of the 2010-14 Collective Bargaining Agreement, the provisions of this Memorandum shall govern, so long as the alternative work schedule is maintained.
10. The parties may change the terms of this Memorandum during its term by mutual agreement. Upon request, the parties will meet at a labor management meeting to discuss this alternative work schedule. If, following such meeting, the Chief of Police determines that the alternative work schedule is not meeting the overall operational needs of the Department, or has adversely affected the level of police services to the community, or has had adverse economic consequences, or has resulted in unacceptable sick leave or diminished productivity or safety, he shall have the final right to discontinue the alternative work schedule and revert back to the work schedule provided for or permitted under the collective bargaining agreement. The Chief of Police will not arbitrarily discontinue the alternative work schedule during the term of this Memorandum of Agreement.
11. The alternative work schedule described herein may also be terminated during the term of the 2010-14 collective bargaining agreement by mutual agreement between the City and the FOP.
12. Any unexpected difficulties in administrating the alternative work schedule during the term of the collective bargaining agreement should, to the extent practical, be discussed in Labor Management Committee meetings. An alleged violation of this Memorandum during its term may be the subject of a grievance under the collective bargaining agreement between the City and the Union.
13. This Memorandum shall expire on April 29, 2014, unless extended otherwise mutually agreed in writing between the City and the FOP.

14. So long as the City continues the alternative work schedule described in the Memorandum of Agreement, accrued compensatory time may not exceed 60 hours.

AGREED:

  
City of Park Ridge

Illinois FOP Labor Council

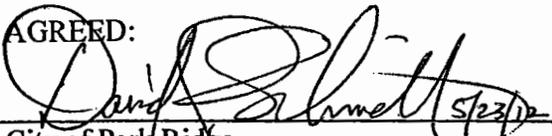
  
  
  
  
  


Side Letter

This is a Side Letter to the 2010-14 collective bargaining agreement between the City of Park Ridge ("Employer") and the Illinois FOP Labor Council ("Union"). The parties hereby agree as follows:

1. If an employee who was scheduled to work on a holiday receives approval from the Employer to take the holiday off, on such date, then such employee shall receive holiday pay only as follows: Pay for the number of hours the employee was otherwise scheduled to work on the holiday, at straight time. (E.g., if an employee was scheduled to work eight hours on the holiday and was given approval to take a vacation day on such date, then the employee would receive 8 hours of holiday pay.)
  - a. The foregoing change shall not apply to any employee who was not scheduled to work on the holiday, nor shall it apply to any employee who fails to work a scheduled holiday for any other reason whatsoever, e.g., an employee calls in sick.
2. The foregoing change to holiday pay shall terminate without notice as of April 30, 2014, unless otherwise mutually agreed in writing by the Employer and the Union.

AGREED:

  
City of Park Ridge

Illinois FOP Labor Council

 #136  
 #153  
 #151  
J. Waldell #133  
 #171  
 #162