

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PARK RIDGE

AND

ILLINOIS COUNCIL OF POLICE

May 1, 2012 to April 30, 2015

## PREAMBLE

THIS AGREEMENT entered into by the City of Park Ridge (hereinafter referred to as the "City" or the "Employer") and the Illinois Council of Police (hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the Employer and the Union; acknowledgment of valuable work performed by the employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

## ARTICLE I

### RECOGNITION AND REPRESENTATION

Section 1. Recognition. The City recognizes the Union as the sole and exclusive bargaining representative for employees within the following collective bargaining unit, as certified by the Illinois Labor Relations Board:

**INCLUDED:** All full-time and part-time employees in the following job classifications: Administrative Assistant, Administrative Specialist, Community Service Officer, Engineering Technician, Environmental Health Officer, Fiscal Technician II, Parking Enforcement Officer, Plans Examiner/Inspector, Police Information Technician, Police Records Technician, Zoning Property Enforcement, Engineering Design Technician, and Urban Forester.

**EXCLUDED:** All other City employees, including but not limited to professional employees, supervisory employees, short-term employees, managerial employees and confidential employees as defined by the Illinois Public Labor Relations Act, as amended.

Section 2. Union's Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit. The Union further agrees to indemnify, defend and hold harmless the City and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 3. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be construed to refer to both male and female employees.

Section 4. Union Access. One (1) outside Union representative shall have access to the premises of the City in order to help resolve a serious dispute or problem. In order to receive

access, the Union representative must provide advance notice to the Human Resources Manager or the Manager's designee, and make arrangements not to disrupt the work of employees on duty. The representative(s) may visit with employees during their non-work time if such visit does not disturb the work of any employees who may otherwise be working.

## ARTICLE II

### UNION SECURITY

#### FAIR SHARE AND CHECK-OFF

A. 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 employment 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.

**B. Dues Deductions**

During the term of this Agreement, the City will deduct from each employee's paycheck once each pay period the uniform, regular Union dues from each employee in the bargaining unit who has filed with the City a lawfully written authorization form. An employee may revoke his/her dues checkoff authorization at any time upon thirty (30) days written notice to the City. The City will send the dues collected under this Section to the Union each month, as well as a copy of any dues revocation form received by the City.

The actual dues amount to be deducted, as determined by the union, shall be uniform in each classification and step in order to cease the City's burden of administering this provision. The Union may change the fixed uniform amount once each calendar year during the life of this Agreement by giving the City at least thirty (30) days' notice of any such change in the amount of the uniform dues to be deducted.

If an employee has no earning or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amount paid to the Union in error on account of this dues deduction provision.

**C. 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 Article, or in reliance on any written checkoff authorization furnished under any provisions of this Article.

### ARTICLE III

#### LABOR MANAGEMENT COMMITTEE

At the request of either party, representatives of the Union and City shall meet to discuss matters of mutual concern that do not involve negotiations. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Union and the City. The Union may invite other bargaining unit members (not to exceed two) to attend such meetings. The City representative may invite other City representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. If such a meeting is scheduled during the regular working hours of any employee on the committee, the employee scheduled to work will notify his supervisor prior to his attendance at a meeting, and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work

with no loss of pay. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved.

A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement, or for the purpose of seeking to negotiate changes or additions to this Agreement. The Labor Management Committee is intended to improve communications and shall be advisory only.

#### ARTICLE IV

#### MANAGEMENT RIGHTS

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all respects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the City; to plan, direct, control and determine all the operations and services of the City; to determine the places, means, methods and number of personnel needed to carry out the City's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work, performance and productivity standards and, from time to time, to change those standards; to schedule and assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders, and policies; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to hire, demote, promote, transfer and train employees; to change or eliminate existing methods, equipment or facilities; to layoff and/or relieve employees from work; to contract out for goods and services; to evaluate performance and productivity and establish awards or sanctions for various levels of performance from time to time; to determine whether work is to be performed by employees in the unit or outside the unit; and to take any and all actions as may be necessary to carry out the mission of the City.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States, including in situations of civil emergency as may be declared by the City Mayor or City Council, or the City Manager, which actions may include the temporary suspension of the provisions of this Agreement, provided that wage rates and monetary benefits shall not be affected or suspended.

## ARTICLE V

### HOURS OF WORK AND OVERTIME

Section 1. Application of Article. This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle.

Section 2. Regular Work-Week. The regular workweek for full-time employees shall be thirty-seven and one half (37.5) hours. Unless otherwise scheduled, a full time employee's normal work day will consist of eight and one half consecutive hours, which shall include an unpaid sixty (60) minute meal period, except for CSO's who have an eight hour workday and a thirty (30) minute unpaid meal period, resulting in a paid work day for full-time employees of seven and one half hours.

Section 3. Overtime Pay. An employee shall be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours actually worked in excess of thirty-seven and one half (37.5) hours in a seven (7) day work cycle (Saturday through Friday). Before any employee may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by the employee's immediate non-bargaining unit supervisor.

Regular full-time employees who are hourly or FLSA non-exempt and are required to attend evening or Saturday meetings, or are called out to perform work duties which are outside of the normal scheduled workday, shall be eligible for overtime or compensatory compensation, employees' choice. Hours spent at the above meetings will be counted towards the hours worked in that week. Overtime shall be paid after thirty seven and one half (37 ½) hours in the respective work week. This portion of this Memorandum of Agreement shall be included in the permanent Agreement.

A minimum of two (2) hours shall be paid for evening or Saturday meetings or performance of work duties outside normal schedule lasting up to two (2) hours. Meetings lasting between two (2) and three (3) hours shall be compensated at a three (3) hour minimum. Meetings lasting three (3) or more hours shall be compensated for all hours worked. This portion of this Memorandum of Agreement shall be included in the permanent Agreement.

All evening, Saturday meetings, and work duties performed outside the normal scheduled workday, *must* be preapproved by employee's supervisor in order to receive guaranteed minimum pay depicted in this Article.

Section 4. Compensatory Time. In lieu of overtime pay under Section 3, the employee may elect compensatory time, until the employee accumulates a maximum of 60 hours of compensatory time. The amount of compensatory time shall be computed on the same basis as overtime pay, i.e., if the hours actually worked are in excess of 37.5 hours in the employee's 7 day work cycle, 1-1/2 hours of compensatory time shall be granted for each additional hour actually worked. An employee's use of accumulated compensatory time shall be scheduled at the mutual convenience of the employee and the City.

Section 5. No Pyramiding. Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

## ARTICLE VI

### GRIEVANCE PROCEDURE

Section 1. Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Employer during the term of this Agreement, involving an alleged violation of an express provision of this Agreement.

Discipline. In the event the grievance involves a disciplinary action within the jurisdiction of the City Civil Service Commission, the employee shall have the option of proceeding under the appropriate procedures of the Commission or under the grievance procedure hereafter provided, but not both. In the event the employee elects to proceed under the grievance procedure, the employee shall indicate his choice in writing within ten (10) calendar days of receipt of notice of discipline, and specifically waive any right he might otherwise have to review or consideration by the Civil Service Commission. Any such grievance shall initially be filed at Step 2.

Section 2. Self-Representation. Nothing herein shall prohibit an employee from exercising his/her right to self-representation so long as the Union is notified and afforded an opportunity to be present for any settlement discussions.

Section 3. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee’s immediate non-bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the employee’s Department Head or his designee within five (5) calendar days after receipt of the City’s answer at Step 1. The grievance

shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Department Head, or his designee, shall respond to said grievance in writing within ten (10) calendar days from the date said written grievance was filed with the Department Head.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the City Manager or his designee within five (5) calendar days after receipt of the City's answer at Step 2. Within five (5) calendar days of the receipt of the employee's appeal, the City Manager or his designee shall contact the employee about convening a meeting to review the grievance and discuss the Step 2 finding. The meeting will include the employee, his Department Head or the Department Head's designee, and, if the employee desires, the Union President and/or his designee. Said meeting shall be held at a mutually agreeable time and date. The City Manager or his designee shall render a written response to all parties involved within fifteen (15) calendar days of the meeting date.

Section 4.     Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) days of the Employer's written answer as provided to the Union at Step 3:

- (a) The parties shall attempt to agree upon an arbitrator within ten (10) days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Unless otherwise agreed in a specific instance, all members of the panel shall be members of the National Academy of Arbitrators from Illinois. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives.
- (c) The Employer and the Union shall have the right to request the arbitrator to require the presence of material witnesses or relevant documents. The Employer and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.



- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 6. Time Limit for Filing. No grievances shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 7. Miscellaneous. No member of the bargaining unit who is serving temporarily in a supervisory capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

Section 8. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

## ARTICLE VII

### NO STRIKE-NO LOCKOUT

Section 1. No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, unapproved enforcement procedures or policies, mass absenteeism, picketing for or against the City or at the home or outside business of any supervisor or elected official of the City, or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. No employee covered by this Agreement shall refuse to cross any picket line, wherever established. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City, and the only issue that may be used in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any instance nor is it a precedent.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union with this Article.

Section 3. Judicial Restraint. Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

## ARTICLE VIII

### SENIORITY AND PROBATIONARY PERIOD

Section 1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous employment in any position covered by this Agreement, less adjustments for layoff or approved non-military leaves of absence without pay. Conflicts in seniority between two full-time employees having the same length of service shall be determined on the basis of the date the employee submitted an employment application for their last date of hire, with the person who submitted the earliest application being considered the more senior, and so forth.

There shall be no seniority among full-time probationary employees. Upon a full-time employee's successful completion of the probationary period, the employee shall acquire seniority which shall be retroactive to the last date of hire with the City in a position covered by this Agreement.

There shall be no seniority among probationary part-time employees. Upon a part-time employee's successful completion of the probationary period, the employee shall acquire seniority as a part-time employee which shall be retroactive to the last date of hire with the City in a part-time position covered by this Agreement. No part-time employee, regardless of length of service, shall acquire seniority as a full-time employee.

The City shall prepare and maintain a current seniority roster for employees in the bargaining unit. The seniority roster will list each employee in seniority order, by job classification, with separate lists for full-time and part-time employees. A copy will be supplied to the Union.

Section 2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of at least twelve (12) months of actual work for the City. The City may, at its sole discretion, extend any employee's probationary period for up to an additional six (6) months of work. During an employee's probationary period, the employee may be terminated at the sole discretion of the City, with or without cause. No grievance shall be presented or entertained in connection with the suspension, layoff or termination of a probationary employee.

Section 3. Probationary Period Following Promotion. If an employee is promoted from one bargaining unit position to another bargaining unit position with a higher pay grade, the employee will be considered a probationary employee in such higher position for the first twelve (12) months of actual work performed by the employee following the effective date of the promotion. During this probationary period, the City retains the right to demote or transfer such employee with or without cause to a position with a rate of pay not less than the rate the employee earned immediately prior to the promotion.

Section 4. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged;
- c) retires or is retired;
- d) falsified his or her employment application;
- e) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the City;
- f) fails to report for work within forty-eight (48) hours after the conclusion of an authorized leave of absence;
- g) is laid off and fails to notify the City of his intent to return to work within seven (7) calendar days after the City mailed his notice of recall to his last known address, or fails to report to work within ten (10) calendar days after the City mailed his notice;
- h) is laid off for a period in excess of one year;
- i) (with the exception of military service) does not perform work for the City for a period in excess of one year; or

- j) is absent for two (2) consecutive working days without notifying the City.

## ARTICLE IX

### LAYOFF AND RECALL

Section 1. Layoffs. If the City in its discretion determines that a layoff of an employee or employees within a position classification is necessary, then the City will normally consider skill and ability when deciding which employee or employees to layoff. If skill and ability are equal between two (2) affected employees, as reasonably determined by the City, than the least senior employee in the affected classification will be laid off first. Provided, however, that part-time or probationary employees within an affected position classification covered by this Agreement will be laid off first.

In the event of layoffs of non-probationary employees during this year or the fiscal year starting May 1, 2013, the City agrees to notify the Union beforehand and offer the Union an opportunity to meet and discuss such matter before the layoffs are implemented. Following such opportunity, the City reserves the right to implement such layoff decision under this Article.

Section 2. Recall of Employees. Non-probationary employees who are laid off pursuant to the above paragraph shall be placed on a recall list for one (1) year following the date of layoff. If there is a recall in the job classification from which the employee was laid off, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled without further training.

Section 3. Notice of Recall. It shall be the responsibility of an employee on the recall list to provide the City with an address to which a recall notice can be sent. Any employee who declines a recall or fails to respond within the timeframe set forth in Article VII, Section 4 (g), shall forfeit further recall rights.

Section 4. Effects of Layoff. During the term of this Agreement, if the City exercises its discretion to layoff a full-time employee, then the employee shall be afforded an opportunity to maintain the medical insurance in effect at the time he is laid off by paying, in advance, the full applicable monthly premium for his or her individual insurance coverage. If an employee opts to maintain his or her medical insurance under this section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff. Employee rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan. An employee who is laid off will be paid for earned, but unused, vacation time and compensatory time off, if any, that was earned in lieu of overtime pay.

## ARTICLE X

### HOLIDAYS

Section 1. Holidays. Each year holiday schedules will be distributed by the City. Although specific dates and designated holidays may change from year to year, normally there will be eight (8) City Hall holidays each year.

Section 2. Holiday Pay. An full-time employee will be compensated one-day's pay at their regular rate of pay for each City-designated holiday. An eligible part-time employee (designated by the City as IMRF eligible) will be paid for one day, at straight time as determined by the average number of hours worked per day during the normal work week.

An employee who is not regularly scheduled, but works a holiday shall be paid at a double-time rate or two (2) times the regular rate of pay. Premium pay for holiday shall be for the actual day of the holiday, not the day of observance by the City.

To be eligible for holiday pay under this section, the employee must work his or her scheduled workday immediately preceding and immediately following the designated holiday, provided that an employee's use of approved vacation before or after the holiday shall not disqualify an employee for holiday pay.

## ARTICLE XI

### VACATIONS

Section 1. Vacations for Full-time Employees. This Section applies to all regular full-time employees who regularly work 37.5 hours per week. Such employees earn and accrue vacation hours beginning the first pay period of employment. The rate of vacation accrual is based on the employee's years of service at his or her anniversary date.

Employees with 10 years of service or less may accrue and carry over up to a maximum of 40 vacation days. Vacation days in excess of 40 will be lost as of the pay period encompassing January 1 each year.

Employees with 11 or more years of service may accrue and carry over up to a maximum of 45 vacation days. Vacation days in excess of 45 will be lost as of the pay period encompassing January 1 each year.

An employee will normally be notified of their vacation accrual balance on or about November 1 of each year. At the end of pay period encompassing January 1 of each year, vacation leave accrued in excess of the maximum will be forfeited. Employees who are separated from City service will be compensated for all unused, accrued vacation at the employee's regular rate of pay in effect at time of separation.

Vacation Accrual for employees hired prior to May 1, 2012:

<b><u>Years of Continuous Service Completed</u></b>	<b><u>Number of Working Days Vacation Leave</u></b>
1 - 5 Years	14
6	15
7	16
8	17
9	18
10	19
11	20
12	21
13	22
14	23
15+	29

Vacation Accrual for employees hired on or after May 1, 2012:

<b><u>Years of Continuous Service Completed</u></b>	<b><u>Number of Working Days Vacation Leave</u></b>
1 - 5 Years	14
6	15
7	16
8	17
9	18
10	19
11	20

**Section 2. Part-time Employees.** Part-time employees must work a minimum of 1,000 hours per year to be eligible for paid vacation leave, and must be designated by the City as IMRF eligible.

All newly hired, IMRF-eligible part-time employees will be assigned to the following schedule and will accrue vacation beginning their first paycheck. The rate of vacation accrual is based on the employee's years of service at his or her anniversary date:

<u>Years of Continuous Service Completed</u>	<u>Number of Hours Vacation Leave</u>
0-5	20
6	24
7	28
8	32
9	36
10	40
11	44
12	48
13	52
14	56
15+	60

Section 3. Vacation Scheduling. An employee's use of earned vacation is subject to advance approval by the City. Vacation may not be used before it is earned, unless authorized by the City Manager in a specific situation, and pursuant to an individual agreement between the employee and the City for payback. It is expressly understood that the final right to designate and cancel vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the City in order to insure the orderly performance of the services provided by the City.

Section 4. Vacation Pay Upon Termination. Upon separation from employment, employees will be paid for earned but unused vacation days provided at least two (2) weeks' notice is provided to the City and the City determines that the employee's record with the City is satisfactory.

Section 5. Accumulation. Vacation credit shall not be accumulated during any layoff period or during any unpaid leave of absence.

## ARTICLE XII

### SICK LEAVE

Section 1. Sick Leave. Sick leave is intended to provide employees with paid time off during occasional periods of illness, or in the event of certain unavoidable medical emergency situations. Sick leave **shall not** be used for matters of personal convenience, such as (but not limited to) weddings, graduations, personal business or family medical appointments. Sick leave may be used in the following instances only:

- Personal illness: non work-related illness or injury
- Personal medical or dental appointment if unable to schedule during off-duty
- To care for a spouse, child or parent who has a serious health condition as defined by the Family and Medical Leave Act (See Family and Medical Leave Act)

Employees are expected to pre-arrange any absences with their supervisor a minimum of two days in advance. In emergency situations employees who are unable to report to work as scheduled are required to contact their supervisor no later than thirty (30) minutes prior to the start of their shift.

Generally, and to the extent provided by law, employees who are ill and on paid sick leave are expected to be confined to their place of residence or be hospitalized, unless en route to, from or at the doctor's office or pharmacy.

Employees who are absent due to illness or pre-arranged medical or dental appointments must use sick time. If no sick leave time is available, the employee will be docked (in accordance with FLSA) for the time taken unless it falls under a serious health condition as defined by the Family and Medical Leave Act.

The parties agree that taking unjustified sick leave shall be considered just cause for serious disciplinary action, up to and including dismissal.

Section 2. Sick Leave Verification. The City may use any reasonable measure to verify proper use of sick leave. These measures may include but are not limited to:

- Requiring a medical certification form from a licensed health care provider verifying illness and providing diagnosis, prognosis and estimated return to work date;
- Requiring a medical examination at the City's expense;
- Requiring submission in writing the full details of the absence.

Employees who are absent due to illness or injury for three (3) or more consecutively scheduled days must present a completed medical certification form releasing them to return to work. If the employee does not provide appropriate medical documentation, the employee will not be allowed to return to work, and such time off will be considered an unpaid leave of absence. Employees who are absent for three (3) consecutive days without notifying their supervisor will be considered terminated.

If a supervisor determines that an employee has patterns of absence that become excessive, or has more than four (4) occurrences in a rolling twelve (12) month period, the supervisor, in conjunction with Human Resources, will review the reason for such absences. Excessive absenteeism will be cause for appropriate discipline.

The City reserves the right to request medical verification and/or documentation for absences less than three (3) days when a supervisor has determined that an employee has patterns of absence, or has taken an excessive amount of sick leave (non-FMLA leave).

Section 3. Sick Leave Accumulation. A regular full-time employee shall accrue one (1) day of sick leave per calendar month of employment. An IRMF-eligible part-time employee shall accrue four (4) hours of sick leave per calendar month of employment.

The maximum sick leave accrual for full-time employees is two hundred forty (240) workdays. The maximum accrual for part-time employees who are IMRF eligible is 96 hours.

Sick leave will not be accrued during any layoff period or during any unpaid leave of absence.



## ARTICLE XIV

### LEAVES OF ABSENCE

Section 1. Funeral Leave. If an employee needs to be absent to attend a funeral or make arrangements for a funeral of an immediate family member, such excused absences are to be limited to three (3) consecutive days for full-time employees and up to twelve (12) hours over the course of three (3) consecutive days for part-time employees. Additional time off may be granted upon prior approval of the employee's department head. Immediate family is defined as: spouse, (step) parent, (step) child, grandchild, grandparent, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.

One (1) paid bereavement day may be taken for attendance at the funeral of an aunt, uncle, first cousin, niece or nephew.

Additional paid leave for funeral attendance for non-family members will be reviewed by the department head and Human Resources on a case-by-case basis, and is subject to approval at the City's sole discretion for unique circumstances.

To qualify for funeral leave, an employee must notify his supervisor or designee of the need for funeral leave as soon as possible.

Section 2. Military Leave. Military leave shall be granted in accordance with applicable law. Employees must apply for such leave as soon as they are aware of the need for such leave.

Section 3. Jury Duty Leave. Employees must submit a copy of their Jury Duty notice to their Department Head immediately upon receipt, and shall be granted a Leave of Absence for required Jury Duty. Employees shall receive their regular salary for the period of Jury Duty, except that no overtime will be paid for any Jury Duty.

Section 4. Family Medical Leave Act. The parties agree that the Employer may adopt, alter and enforce policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act.

Section 5. Leave of Absence Without Pay. The Employer in its sole discretion may allow an employee to receive a leave of absence without pay under such terms and conditions as established by the Employer. Employees on an approved leave of absence without pay will not earn or accrue benefit time, nor will such time be considered for seniority accumulation purposes.

Section 6. Non-Employment Elsewhere. A leave of absence under any provision of this Agreement will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, unless otherwise authorized in advance by the City Manager or the Manager's designee. Any employee who engages in such unauthorized employment elsewhere (including self-employment) while on any leave of absence provided in this Article or Agreement may be immediately terminated by the City.

## ARTICLE XV

### WAGES

Section 1. Employees in the bargaining unit shall be paid in accordance with the salary schedule attached as Appendix A. Provided:

- Those at top step as of May 1, 2012 shall receive a One Percent increase in their base pay, as set forth on the Appendix, fully retroactive to May 1, 2012.
- Those at top step as of May 1, 2013 receive a One and one half (1 ½) Percent increase in their base pay, as set forth on the Appendix.

Note:

Those employees who received a step increase on or after May 1, 2012 under the salary schedule set forth in former agreement shall be ineligible for any further step increases during the May 1, 2012 or May 1, 2013 fiscal years.

Reopener. Either the City or the Union may reopen this Agreement by serving written notice upon the other no less than ninety (90) days prior to May 1, 2014. The scope of such reopener negotiations shall be limited to the amount of increase or decrease in wages for the fiscal year beginning May 1, 2014 and insurance. During the reopener negotiations, step movement shall be suspended, and the salary schedule configuration shall be subject to such reopener talks. No other issues or subjects shall be subject to such reopener negotiations.

## ARTICLE XVI

### INSURANCE

Section 1. Medical Insurance. Regular full-time employees are eligible for medical insurance. The comprehensive major medical plans which are in effect on the effective date of this Agreement shall be continued in effect, provided that if the City makes any future plan changes, the plan changes will be the same as the plan changes for all management employees in the City of Park Ridge. The master insurance documents are controlling as to benefits and eligibility. The statements herein are only descriptive.

Section 2. Premium Costs. Retroactive to May 1, 2012, an employee shall pay 11.5% of the premium for the type of medial insurance coverage elected, employee or family coverage (employee and dependents), and the City shall pay the remaining premium. In recognition of the desirability of maintaining a uniform policy City-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the City makes any changes, modifications or improvements with respect to any of the City's medical insurance programs that are applicable to all other full-time non-represented City employees, then such changes, modifications, or improvements (including the cost sharing arrangements between the City and the employee) shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to all other full-time City employees.

Section 3. Dental Insurance. Regular full-time employees may elect dental insurance pursuant to the same dental insurance program which the City offers to non-represented full-time City employees, on the same terms, as the same may be changed from time to time by the City, *i.e.*, if benefits, co-pays or premium contributions are changed for other non-represented City employees with dental insurance coverage, these same changes will be applicable to employees in this bargaining unit.

Section 4. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the City, City employee or beneficiary of any City employee.

Section 5. Section 125 Plan. Subject to applicable law, the City will continue a plan under Section 125 of the Internal Revenue Code covering employee contributions to medical insurance.

## ARTICLE XVII

### MISCELLANEOUS

Section 1. Ratification and Amendment. This Agreement shall become effective when ratified by the Union and approved by the City Manager, and may be amended or modified during its term only with mutual written consent of both parties.

Section 2. Physical/Psychological Examinations. If, at any time, there is any question concerning an employee's fitness-for-duty, or fitness to return to duty following an absence, the City may require, at its expense, that the employee have a medical examination by a licensed medical doctor, and/or a psychological examination by a qualified and licensed psychiatrist or psychologist selected by the City. When directing an employee to undergo a psychological examination under this Section, the City will provide a written directive to the employee, which shall include a concise statement of the reason for such directive. (Nothing herein shall preclude an employee from submitting a statement their own qualified and licensed medical doctor, psychiatrist or psychologist to the City, at the employee's expense, for consideration by the City in specific instance.)

Section 3. Americans With Disabilities Act. The parties agree that the Employer may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Americans With Disabilities Act ("ADA") in order to be in compliance with the ADA.

Section 4. Drug and Alcohol Testing. The City may require employees to submit to a urinalysis test and/or other appropriate drug or alcohol testing at a time and place designated by the City, providing, in the opinion of the Department Head or his designee, there is sufficient cause for such testing, i.e., reasonable individualized suspicion. The determination to test shall be made by a supervisor based upon any or all of the following:

- Specific observations of use or possession;
- Physical symptoms of being under the influence or the withdrawal effects of illegal drugs or alcohol;
- Patterns of abnormal or erratic behavior concerning an employee's appearance, conduct, speech, behavior, or body odors;
- Being found guilty of a drug related offense on or off-duty.

Without limiting the foregoing, drug or alcohol testing may also be required at any time when an employee is involved in any work-related incident which has resulted in personal injury or property damage. The City also may require any or all employees to participate in random drug testing.

Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the City, abuse of prescribed drugs, failure to report to one's Department Head any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty, or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .02%), shall be grounds for immediate termination. A drug test will be deemed positive if it indicates the presence of any illegal drug or any drug levels in excess of SAMHSA (Substance Abuse Mental Health Safety Administration).

Voluntary Request for Assistance. The City shall take no adverse employment action against an employee for voluntarily seeking treatment for an alcohol or drug related problem, provided such request is made before an employee is directed to submit to a drug and/or alcohol test under this Agreement. The City may reassign the employee with pay if he is then unfit for duty in his current assignment, provided appropriate work is available, as determined by the City, or the City may place the employee in an unpaid status. The City shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and/or treatment.

Section 5. Modified Duty. If a City-approved physician determines that an employee is unable to adequately perform the full-range duties of his/her position due to the existence of a job-related or non-job related illness, injury or disability, and if the City determines that there is a reasonable expectation that such employee will be able to return to full duty within twelve (12) months of accident, injury, or illness, the City may, in its sole discretion, temporarily assign the employee to modified duty for up to ninety (90) days provided such modified duty work is available. The employee may be assigned to modified duty in any City department. Upon confirmation by a City-approved physician that the employee is able to perform the full-range

duties of their position, the employee will be returned from modified duty to their regular job duties.

Section 6. Outside Employment. Outside employment is subject to advance approval by the City. All employees, whether full or part-time, must inform the City of any outside employment, including self-employment. This applies to any form of non-City activity for which the employee receives money, goods, services or other forms of compensation. The Human Resources Department has forms for notification of outside or private employment.

The City will determine whether such outside employment conflicts with your official duties/responsibilities, or will interfere with your work performance as a City employee. If the City determines that outside employment is, has or will interfere with an employee's current position for any reason, the employee shall to cease outside employment activity. Refusal to do so shall be cause for appropriate discipline.

Section 7. No Solicitation. The Union agrees that none of its employees, agents or members will solicit Park Ridge merchants, residents or citizens for monetary contributions or donations of any kind during the term of this Agreement.

Section 8. Quartermaster. The City will provide newly hired employees in the following positions with an initial issue of uniform items, as delineated in the Police Department General Order applicable to the position, as the same may be changed from time to time by the City:

- Community Service Officer;
- Parking Enforcement Officer;
- Police Information Technician.

In addition, the City will replace or repair such damaged or worn out uniform items for existing employees in the above positions, as the City determines necessary or appropriate. An employee shall be responsible for the care and cleaning of any uniforms and equipment provided by the City. All uniforms or equipment provided by the City shall remain the property of the City.

## ARTICLE XVIII

### SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## ARTICLE XIX

### ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause of this Agreement.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject 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 exercise of that right and opportunity are set forth in this Agreement. 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, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

## ARTICLE XX

### DURATION AND TERM OF AGREEMENT

Section 1. Termination in 2015. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Section 2. Reopener. Either the City or the Union may reopen this Agreement by serving written notice upon the other no less than ninety (90) days prior to May 1, 2014. The scope of such reopener negotiations shall be limited to the amount of increase or decrease in wages for the fiscal year beginning May 1, 2014 and insurance. During the reopener negotiations, step movement shall be suspended, and the salary schedule configuration shall be subject to such reopener talks. No other issues or subjects shall be subject to such reopener negotiations.

Executed this 7 day of November, 2012.

CITY OF PARK RIDGE

ILLINOIS COUNCIL OF POLICE

By David Schwilke

By [Signature]

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**APPENDIX A 2012-2013**

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>	<u>Step J</u>
Admin Asst	\$41,794	\$42,630	\$43,483	\$44,352	\$45,239	\$46,144	\$47,067	\$48,008	\$48,968	\$53,874
Admin Spec	\$37,000	\$37,740	\$38,495	\$39,265	\$40,050	\$40,851	\$41,669	\$42,502	\$43,352	\$47,695
CSO	\$43,052	\$43,913	\$44,791	\$45,687	\$46,600	\$47,532	\$48,483	\$49,453	\$50,442	\$55,495
Eng Des Tech	\$56,707	\$57,841	\$58,998	\$60,178	\$61,381	\$62,609	\$63,861	\$65,138	\$66,441	\$73,098
Eng Tech	\$55,303	\$56,409	\$57,537	\$58,688	\$59,862	\$61,059	\$62,280	\$63,526	\$64,796	\$71,288
Env Health Off	\$55,992	\$57,112	\$58,254	\$59,420	\$60,608	\$61,820	\$63,056	\$64,318	\$65,604	\$72,177
Fiscal Tech II	\$39,794	\$40,590	\$41,401	\$42,229	\$43,074	\$43,935	\$44,814	\$45,710	\$46,625	\$51,296
Park Enf Off	\$43,091	\$43,953	\$44,832	\$45,728	\$46,643	\$47,576	\$48,527	\$49,498	\$50,488	\$55,546
Perm.Lic.&Insp.Asst.	\$48,000	\$48,960	\$49,939	\$50,938	\$51,957	\$52,996	\$54,056	\$55,137	\$56,240	\$61,875
Plans Exam/Ins	\$55,992	\$57,112	\$58,254	\$59,420	\$60,608	\$61,820	\$63,056	\$64,318	\$65,604	\$72,177
Police Info Tech	\$28,685	\$29,259	\$29,844	\$30,441	\$31,049	\$31,670	\$32,304	\$32,950	\$33,609	\$36,976
Police Rec Tech	\$38,964	\$39,743	\$40,538	\$41,349	\$42,176	\$43,019	\$43,880	\$44,757	\$45,653	\$50,226
Urban Forester	\$53,357	\$54,424	\$55,512	\$56,622	\$57,755	\$58,910	\$60,088	\$61,290	\$62,516	\$68,779
Utility Billing Specialist	\$43,091	\$43,953	\$44,832	\$45,728	\$46,643	\$47,576	\$48,527	\$49,498	\$50,488	\$55,546
Zon Enf Off	\$51,089	\$52,111	\$53,153	\$54,216	\$55,300	\$56,406	\$57,535	\$58,685	\$59,859	\$65,856

**APPENDIX A 2013-2014**

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>	<u>Step J</u>
Admin Asst	\$41,794	\$42,630	\$43,483	\$44,352	\$45,239	\$46,144	\$47,067	\$48,008	\$48,968	\$54,683
Admin Spec	\$37,000	\$37,740	\$38,495	\$39,265	\$40,050	\$40,851	\$41,669	\$42,502	\$43,352	\$48,411
CSO	\$43,052	\$43,913	\$44,791	\$45,687	\$46,600	\$47,532	\$48,483	\$49,453	\$50,442	\$56,328
Eng Des Tech	\$56,707	\$57,841	\$58,998	\$60,178	\$61,381	\$62,609	\$63,861	\$65,138	\$66,441	\$74,194
Eng Tech	\$55,303	\$56,409	\$57,537	\$58,688	\$59,862	\$61,059	\$62,280	\$63,526	\$64,796	\$72,357
Env Health Off	\$55,992	\$57,112	\$58,254	\$59,420	\$60,608	\$61,820	\$63,056	\$64,318	\$65,604	\$73,259
Fiscal Tech II	\$39,794	\$40,590	\$41,401	\$42,229	\$43,074	\$43,935	\$44,814	\$45,710	\$46,625	\$52,065
Park Enf Off	\$43,091	\$43,953	\$44,832	\$45,728	\$46,643	\$47,576	\$48,527	\$49,498	\$50,488	\$56,379
Perm.Lic.&Insp.Asst.	\$48,000	\$48,960	\$49,939	\$50,938	\$51,957	\$52,996	\$54,056	\$55,137	\$56,240	\$62,803
Plans Exam/Ins	\$55,992	\$57,112	\$58,254	\$59,420	\$60,608	\$61,820	\$63,056	\$64,318	\$65,604	\$73,259
Police Info Tech	\$28,685	\$29,259	\$29,844	\$30,441	\$31,049	\$31,670	\$32,304	\$32,950	\$33,609	\$37,531
Police Rec Tech	\$38,964	\$39,743	\$40,538	\$41,349	\$42,176	\$43,019	\$43,880	\$44,757	\$45,653	\$50,980
Urban Forester	\$53,357	\$54,424	\$55,512	\$56,622	\$57,755	\$58,910	\$60,088	\$61,290	\$62,516	\$69,811
Utility Billing Specialist	\$43,091	\$43,953	\$44,832	\$45,728	\$46,643	\$47,576	\$48,527	\$49,498	\$50,488	\$56,379
Zon Enf Off	\$51,089	\$52,111	\$53,153	\$54,216	\$55,300	\$56,406	\$57,535	\$58,685	\$59,859	\$66,844

The straight time hourly rate shall be determined by dividing the above salary by 1950.



**SIDE LETTER**

This is a Side Letter to the 2012-15 collective bargaining agreement (Agreement) between the City of Park Ridge, Illinois (City) and the Illinois Council of Police and Sheriffs (Union). The City and the Union hereby agree as follows:

1. Susanne Tunzi and Michael Fricano have been moved an extra step on the new wage schedule (Appendix A) attached to the 2012-15 Agreement, and Ms. Geraldine Bertog is reclassified to a Utility Billing Specialist, with the further understanding that Dolores Wilson will likewise move an extra step, all effective upon settlement and in lieu of any further step movement for such employees during the May 1, 2012 fiscal year. In summary, under this proposal:

- Ms. Tunzi will move to Step F on Appendix A;
- Mr. Fricano will move to Step C on Appendix A;
- Ms. Wilson will move to Step G on Appendix A; and
- Ms. Bertog will be reclassified to Utility Billing Specialist on Appendix A, slotted at step A.

Such employees will next be eligible for step movement during the fiscal year starting May 1, 2013.

2. Those employees who received a step increase after May 1, 2012 but before this settlement shall be ineligible for any further step increases during the May 1, 2012 or May 1, 2013 fiscal years, including Laura Dee, Kimberly Gonzalez and Rojean Vandenbosch.

AGREED:

CITY OF PARK RIDGE

ILLINOIS COUNCIL OF POLICE

By 

By 