



**CITY OF PARK RIDGE
FIRE DEPARTMENT**

MEMORANDUM

DATE: December 9, 2011
TO: Mike Isom, President, IAFF Local 2697
FROM: Michael A. Zywanski, Fire Chief
SUBJECT: Response to Grievance – Veteran’s Day Holiday Pay

This above mentioned grievance was presented to the City on November 18, 2011 at Step 2 in the Grievance Procedure as defined in the Collective Bargaining Agreement. This memorandum shall serve as the Step 2 Written Response to the Grievances presented to the City.

Summary:

The Union presented eleven grievances to the City. The Union states in the Grievance that “Operating under the 2006-2010 CBA, the employees worked a paid holiday on November 11, 2011. During the shift, Local 2697 was notified that the holiday pay had been removed from the timecards of the on-duty employees. The City stated that the new CBA, 2011-2014, effective on November 12, 2011 was retroactive to May 1, 2011. The only item that had a date negotiated retroactively to May 1, 2011 were the insurance premiums. All other items were agreed on both sides to take effect on November 12, 2011.” The Union is seeking holiday pay for all eleven members of the bargaining unit who worked the Veteran’s Day holiday.

Step 2 Response:

The Union signed the contract on November 9th, but improperly post-dated the document to November 12, 2011. Subsequently, the contract that had been signed by the Union was delivered to the Mayor for his signature, which he signed on November 10, 2011, in the presence of the City’s Deputy Clerk and the City’s Finance Director. The new Collective Bargaining Agreement, Section 1.1 Effective Date of Agreement, states, “This document covers agreements reached between the City of Park Ridge (City) and Local 2697, International Association of Firefighters, AFL-CIO (Association) with respect to wages and benefits for the period of May 1, 2011 through April 30, 2014 and from year-to-year thereafter until changed by mutual agreement.”

Section 1.1 is clear that the effective dates of the agreement are May 1, 2011 to April 30, 2014. There was no agreement to defer the holiday change pending execution of the Agreement. Therefore it is the City’s position that all provisions of the contract are retroactive to the effective date of the agreement, including but not limited to Section 10.9 Overtime Pay: Holidays Worked. Section 10.9 defines the City Holidays as the annual holiday schedule for City Hall, with the exception of New Year’s Day, Independence Day, Thanksgiving, Christmas Eve and Christmas Day. Veteran’s Day is no longer a recognized City Holiday in the new contract, effective on May 1, 2011.



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Since Veteran's Day is no longer a holiday under the terms of the new contract, the Grievants will not receive holiday pay for Veteran's Day.

Even if the City were to agree (which it has not) to make the terms of the new contract effective on the date the Contract was signed, such date would be November 10th, the date on which both parties had signed the contract. Veteran's Day would still be beyond such date. The collective bargaining agreement was ratified by the parties well before Veteran's Day this year. The Union's post-dating tactic does not control..

For the reasons set forth above, I am denying the eleven Grievances at this Step in the Grievance Procedure. There has been no contract violation.