AGREEMENT

between

CITY OF PARK RIDGE

and

MAP Chapter #762

May 1, 2021

through

December 31, 2024

AGREEMENT

BETWEEN

THE CITY OF PARK RIDGE

AND

MAP CHAPTER #762

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, (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious and mutually beneficial working and economic relations between the Employer and the Union; the establishment of equitable and peaceful procedures for resolution of any misunderstanding or differences which may arise, and to set forth herein the basic and full Agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.
- 2. This Agreement shall be effective upon execution and shall remain in effect through December 31, 2024, 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, 2025, 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 MAP Chapter #762, 235 Remington Blvd., Suite B, Bolingbrook IL 60440 the, 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. Wage Schedules

Retroactive to May 1, 2021, the following annual wage scale shall be effective for all officers in the unit on the date of execution of this agreement and those who retired in good standing on or after May 1, 2021:

Range	Annual Salary
Start	\$72,649
6 Month	\$74,829
Step 1	\$79,914
Step 2	\$82,312
Step 3	\$84,781
Step 4	\$87,325
Step 5	\$89,944
Step 6	\$92,193
Step.7	\$94,498
Step 8	\$96,859
Step 9	\$99,282
10 Years	\$101,764
15 Years	\$103,800
20 Years	\$105,875

Effective May 1, 2022, the following annual wage scale shall be effective:

Range	Annual Salary
Start	\$75,446
6 Month	\$77,710
Step 1	\$82,991
Step 2	\$85,481
Step 3	\$88,045
Step 4	\$90,687
Step 5	\$93,407
Step 6	\$95,742
Step 7	\$98,136
Step 8	\$100,589
Step 9	\$103,104
10 Years	\$105,682
15 Years	\$107,796
20 Years	\$109,952

Effective May 1, 2023, the following annual wage scale shall be effective:

Range	Annual Salary
Start	\$78,841
6 Month	\$81,207
Step 1	\$86,725
Step 2	\$89,327
Step 3	\$92,007
Step 4	\$94,768
Step 5	\$97,610
Step 6	\$100,050
Step 7	\$102,552
Step 8	\$105,115
Step 9	\$107,744
10 Years	\$110,438
15 Years	\$112,647
20 Years	\$114,899

Effective May 1, 2024, the following annual wage scale shall be effective:

Range	Annual Salary
Start	\$82,389
6 Month	\$84,861
Step 1	\$90,628
Step 2	\$93,347

Step 3	\$96,147	
Step 4	\$99,032	
Step 5	\$102,002	
Step 6	\$104,553	
Step 7	\$107,167	
Step 8	\$109,845	
Step 9	\$112,592	
10 Years	\$115,407	
15 Years	\$117,716	
20 Years	\$120,070	

B. 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.

C. Length of Time To Attain Step 9

Patrol officers hired at Start will be eligible for a "6 month" increase for the full biweekly 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 "6 month or Step 1", 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 9.

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.

- 10 Years upon completion of 10 years of service;
- 15 Years upon completion of 15 years of service;
- 20 Years—upon completion of 20 years of service.

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. <u>Compensatory Time and Administrative Rules.</u>

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

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 B-1 or B-2, but the time beyond the regular shift shall be compensated overtime pay as provided in Article VII, Section 4.

C. Life Insurance

- 1. <u>Term Insurance</u>. Effective July 1, 2018, the Employer shall provide Term Life Insurance in an amount equal to one times the employee's annual base salary, rounded up to the nearest thousand, not to exceed One Hundred Thousand Dollars (\$100,000.00) per officer.
- 2. <u>Optional Term Insurance</u>. 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. <u>Conversion</u>. 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. <u>Administration</u>. 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. Retroactive to May 1, 2015, the employee shall pay thirteen percent (13.0%) of the premium for the type of coverage selected (employee; employee plus spouse; employee plus children; employee plus family coverage) under the applicable PPO or HMO plan, and the City shall pay the remainder of the premium.
- 4. The 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 pretax 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

Effective July 1, 2018, the dental plan and premium contribution for bargaining unit employees shall be the same as for non-represented full time City employees, as the same may be changed from time to time by the City.

H. Sick Leave

- 1. <u>Amount and Accumulation</u>. 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. <u>Enforcement of Provisions</u>. 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, *i.e.* the officer's principal Illinois dwelling as identified in their personnel record with the Department, 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.

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

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

I. Time Off

1. <u>Leave Time</u>. Leave time shall be earned and will accrue from the date of employment. Each employee hired before May 1, 2015 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

Each employee hired on or after May 1, 2015 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

The following provision shall become immediately effective for employees hired on or after May 1, 2015, and shall become applicable to all bargaining unit employees as of January 1, 2018:

Employees may not use leave time before it is accrued. 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 on a given shift. 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. Preference shall be given to full shift leave requests over partial shift requests. 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.

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.

It is expressly understood that the final right to designate, approve and cancel leave periods and the maximum number of employee(s) who may be on leave at

- any time is exclusively reserved by the Chief of Police in order to insure the orderly performance of the services provided by the City.
- 3. <u>Holidays</u>. 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 5 through 8.

4. <u>Union Business</u>. 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. Except as provided herein, all union business shall be conducted during non-work time, unless otherwise approved in advance by the Chief of Police or non-bargaining unit supervisor.

J. Uniform Allowance

- 1. <u>Original Issue</u>. 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.
- (1) 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. <u>Uniform Allowance</u>. 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.
- Juniform Damage. Any City issued uniform item or equipment shoes or other personal equipment, which is damaged beyond repair without the negligence of the employee in the course of duty shall be replaced by the City or the employee will be reimbursed for said item; provided, however, that this provision does not apply to normal wear and tear. The City will pay to replace an employee's protective vest at the manufacturer's recommended intervals; provided, however that all other replacements shall be in accordance with the City's General Orders. The City will also pay for replacement, to a reasonable extent, of clothing, prescription eyewear, shoes or personal equipment of plain clothes officers (juvenile or detective) which is damaged beyond repair without the negligence of the employee in the course of duty; provided, however, that this provision does not apply to normal wear and tear. In no event shall the City be liable to repair or replace personal equipment or property in excess of \$150 for a watch, and \$100 for all other items.

- 4. <u>Mandated Uniform Changes</u>. 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, nor does it apply to the City's phase out of older uniforms, provided the phase out period is at least 12 months.
- 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, grandparent-in-law, 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. <u>First Thirty Calendar Days After Injury or Disability</u>: 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, an employee with a work related injury may be placed on modified duty, subject to the City's Modified Duty Policy, as the same may be changed from time to time by the City, provided the City determines that such modified duty is available. Modified duty shall not be available for a non-work related illness or injury, unless authorized by Chief and/or City Manager in a specific instance. The officer must notify the Police Chief in writing as soon as he or she knows of their inability to work, and submit such medical information as the City may require. Return to regular duty will occur when the employee is medically able based upon the employee's own doctor and/or the City's doctor.

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.

Р. Family and Medical Leave

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

0. Specialty Bonus Pay

In the event the Police Chief appoints a bargaining unit employee to serve in a specialty position for the period outlined below, then such employee shall be eligible for a specialty bonus for the period of appointment, as described herein. In the event an employee is on an extended leave for any reason except on the job injury, i.e., leaves in excess of 20 workdays, the employee shall be ineligible for specialty bonus pay, but the pay will be prorated for work performed prior to the leave.

Evidence Technician (Patrol Division) \$350 per calendar quarter and/or state certified Accident Reconstructionist MCU unit member

Field Training Officer

\$175 per month while training (increase to \$250 starting the first month following

execution of this Agreement)

Detectives

\$100 every 3 months while on call (increase to

\$150 starting the first month following execution of this Agreement)

Beat Team Leader

\$100 every 3 months (increase to \$150 starting in the first month following execution of this

Traffic Officer

Agreement)

School Resource Officer

\$150 every quarter of the regular 9-month school year, starting in first such quarter

Response to Resistance Instructors

following execution of this Agreement. \$150 every three months while providing training, starting in the first month following

execution of this Agreement

The Police Chief retains the sole right to determine the qualifications for appointment to a specialty position, conditions for continued appointment, and to remove an employee or employees from such assignment at any time.

R. Bilingual Stipend

On or about May 1st of each new City fiscal year, commencing in May, 2009, each bargaining unit employee who the City determines is proficient in any or all of the following foreign languages will be given a lump sum bonus in the gross amount of \$300, which said amount shall not be added to base pay: Spanish, Polish and any other foreign languages approved by the Police of Chief. In no event shall any employee be eligible to receive more than one bilingual stipend, regardless of the number of foreign languages in which they may be proficient, e.g., if an employee is deemed proficient in Spanish and Polish, such employee will receive a total of \$300.

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

S. Carryover of Leave Time

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 320 vacation hours. Vacation time in excess of 320 hours will be lost as of January 1 each year.

Employees with 11 years of service may accrue and carry over up to a maximum of 360 vacation hours. Vacation time in excess of 360 hours will be lost as of January 1 each year.

Employees will be notified of his/her vacation accrual balance on or about November 1 of each year. At the end of the 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.

ARTICLE VII

Hours of Work and Overtime

Overtime pay shall be paid as follows:

- 1. <u>Tour of Duty</u>. 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. <u>Computation of Hours Worked</u>. 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. <u>Holdover and Hireback</u>. 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 9 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 9 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.

Notwithstanding any other provision of this Agreement, it is understood and agreed that the hours of work for officers assigned as detectives, to community strategies or traffic must be flexible to meet Departmental needs, as determined by the Police Chief or the Chief's designee, and that such flexible hours shall not result in overtime unless the 160 hour threshold is exceeded.

5. <u>Holiday: Unscheduled.</u> 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 on Scheduled Work Day. If an employee assigned to an 8 hour day works at least 1 hour of his regularly scheduled works on the holiday, or an employee assigned to 10 hours works at least 2 such hours, or an employee assigned to 12 hours works at least 3 such hours, then such officer shall receive 8 hours of compensatory time for the holiday, plus time and a half for the hours actually worked on the holiday. However, there will be no time deducted for the remaining hours taken.

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

- 7. <u>Holiday Pay: Force Back.</u> 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. <u>Holiday Pay: Sick Call</u>. 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. <u>No Pyramiding</u>. There shall be no pyramiding or duplication of overtime payment under this Agreement. If hours are compensated at overtime rates under one provision of this Agreement, those hours shall not be counted in determining overtime pay under another provision.

ARTICLE VIII

Grievance and Arbitration Procedure

A. Grievance Procedure

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. 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.

E. Insurance Advisory Committee

One employee bargaining unit member selected by the Union 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.

F. 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.

G. Personnel File

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

H. 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 Manager 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.

I. Chapter Use of Bulletin Board

The City will make available space on a bulletin board for the posting of official Chapter notices of non-political, non-inflammatory nature. The Chapter will limit the posting and/or distribution of Chapter notices to such bulletin board, absent advance approval by the Chief of Police.

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 (including marijuana and marijuana derivatives) 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 program as a result of either voluntary request for assistance or disciplinary action, and

may also be required for up to two (2) years when past drug or alcohol abuse has been substantiated by the Police Chief or his designee.

In order to ensure a safe workplace, all officers covered by this agreement shall be subject to random testing for alcohol and/or drugs. An individual officer may be randomly tested up to 4 times during a 12 month period.

Signed this 19 day of April	_, 2022.
CITY OF PARK RIDGE:	MAP Chapter #762:
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APPENDIX A

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Matropolitan Alliance of Police 215 Remington Blvd. Suite C Bolingbrook, IL 60440 Phone-630-759-4925 Fax-630-759-1902 Email—mapunion@man.com www.mapunion.org

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Metropolitan Alliance of Police 219 Remington Blvd, Suite C Solingbrook, IL 50440 Phone-630-759-4925 Fax-630-759-1902 Email—mapunion@msn.com www.mapunion.org



Metropolitan Alliance of Police

235 Remington Boulevard, Suite B • Bolingbrook, IL 60440
Phone: 630/759-4925 • Fax: 630/759-1902
E-mail: mapoflice@mapunion.org • www.napunion.org

APPENDIX B

CHECK OFF DUES AUTHORIZATION

PLEASE RETURN TO MAP

I, the undersigned member of the Metropolitan Alliance of Police (MAP) Chapter #762, hereby authorize and direct my employer, the City of Park Ridge, to deduct from my wages and to pay to the Metropolitan Alliance of Police or its authorized representative, the regular monthly dues of \$45, which may be owed to the Metropolitan Alliance of Police as a result of my membership therein.

This authorization shall continue to be in effect for successor contracts between the employer and the Metropolitan Alliance of Police, although the dues amount may change during the term of the contract.

Member's name: (Please print)	(FIRST)		(LAST)	
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Address:(Home)		City:		-
State:	Zip:	Phone: (Cell)		
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Member's signature:			Date:	

Keith R. George President

> John Floliday Vice President

John P. Ward Secretary

Richard Tracy Treasurer

Raymond Violetto

Board Director

Mark Wolenberg

Board Director

Michael Martin

Board Director

CHIEF COUNSEL

Joseph Mazzone

Keith Karlson Director of Legal, Legislative Affairs

Mark McQueary Deputy Director of Legal Affairs

CO-COUNSEL Richard Reimer Steven Calcaterra

GENERAL COUNSEL Rorald Cicinelli

> Chris Porthoff Jerry Marzullo

Raymond Garza
Gary Deutschle

Michael Butler

John Gaw

ANALYST Alfred Molinaro

CHAPLAIN
Deacon Thomas Ross

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement between the City of Park Ridge and MAP Chapter #762 (Union) to their 2021-2024 collective bargaining agreement. The City and the Union agree as follows:

- 1. <u>Alternative Work Schedule for Patrol Division</u>. 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 2021-2024 collective bargaining agreement, provided such work schedule shall terminate as of December 31, 2024, 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. <u>Annual Shift Bidding Procedure.</u> 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, <u>i.e.</u>, 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, <u>e.g.</u>, 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 8 consecutive hours off. Any hireback may be limited by the City to avoid more than 16 hours of consecutive work. The hireback procedure is specified in Special Order Number 17-26.

- (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. <u>Holidays</u>. 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) <u>Holiday: Unscheduled</u>. 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.)
 - (e) <u>Holiday Pay: Force Back.</u> 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) <u>Holiday Pay: Sick Call</u>. 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. <u>Training Day.</u> 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. Nothing herein shall limit the Chief's right to implement a Mission Team or Power Shift, at such times as the Chief may determine to be in the best interest of the City.
- 10. Should there be any conflict between the provisions of this Memorandum and the provisions of the 2021-2024 Collective Bargaining Agreement, the provisions of this Memorandum shall govern, so long as the alternative work schedule is maintained.
- 11. 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.

- 12. The alternative work schedule described herein may also be terminated during the term of the 2021-2024 collective bargaining agreement by mutual agreement between the City and the Union.
- 13. 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.
- 14. This Memorandum shall expire on December 13, 2024, unless extended otherwise mutually agreed in writing between the City and the Union.
- 15. So long as the City continues the alternative work schedule described in the Memorandum of Agreement, accrued compensatory time may not exceed 72 hours.

AGREED this 19 day of APRIL, 2022 by:

City of Park Ridge

MAP Chapter # 762

Side Letter

This is a Side Letter to the 2018-21 collective bargaining agreement between the City of Park Ridge ("Employer") and MAP Chapter #762 ("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 December 13, 2024, unless otherwise mutually agreed in writing by the Employer and the Union.

AGREED this 19 day of ARIL 2022 by:

City of Park Ridge

MAP Chapter #762

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Side Letter

This is a Side Letter to the 2018-21 collective bargaining agreement between the City of Park Ridge ("Employer") and MAP Chapter #762 ("Union"). The parties hereby agree as follows:

- Each non-probationary officer may utilize up to two (2) of his accrued sick leave days per calendar year for emergency personal leave to attend to unforeseen personal or family matters of an urgent nature that require the employee's presence during work hours. For purposes of this provision, "unforeseen" means an urgent matter that could not have been reasonably anticipated in advance. Any such personal days shall be deducted from the employee's sick leave bank, when used. Such leave may not be taken on days designated as "frozen days" by the Police Chief, and the two days may not be taken consecutively.
- Use of any such personal leave is subject to approval by the officer's supervisor. Unused personal days shall not accumulate. Immediately upon return from such leave, the officer shall submit a memo to his or her supervisor explaining the reason, in detail, for the leave.
- Upon the conclusion of the agreement, this program may be extended from year to year, subject to mutual agreement between the City and the Union.

AGREED this 19 day of APRIL, 2022 by:

City of Park Ridge

MAP Chapter #762

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SIDE LETTER OF AGREEMENT DRUG TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS

The City of Park Ridge ("City"), the Metropolitan Alliance of Police Chapter # 762, referred to herein as the "Union") hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

- 1. The Union agrees that its members shall be required to abide by the City's Policy regarding "Officer Involved Shooting and Death" including the section that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389.
- 2. For the purpose of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.
- 3. The parties agree that the term "involved in" an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.
- 4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.
- 5. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant, unless the officer otherwise consents. This does not limit the City's right to obtain test results via other available legal process.

Metropolitan Alliance of Police Chapter 762

City of Park Ridge, Illinois

Date: 4/8

7.

Date: 4/19/2022