

BEFORE THE ARBITRATOR

**METROPOLITAN ALLIANCE OF POLICE,
CHAPTER #453**

FMCS #: 110331-53291-A

The Union

and the

VILLAGE OF EAST DUNDEE, ILLINOIS

The Employer

Appearances:

Richard J. Riemer & Associates, LLC, by Chris W. Potthoff, Attorney at Law, 15 Spinning Wheel Road, Suite 310, Hinsdale IL 60521, appearing on behalf of the Union.

SmithAmundsen, Attorneys at Law, by Julie A. Proscia and Brandon M. Anderson, 3815 East Main Street, Suite A-1, St. Charles IL 60174-2488, appearing on behalf of the Employer.

ARBITRATION AWARD

Jurisdiction of Arbitrator

On May 6, 2011, the Metropolitan Alliance of Police, Chapter #453, hereinafter the Union, and the Village of East Dundee, Illinois, hereinafter the Village or the Employer, notified Sherwood Malamud that he had been selected in accordance with the selection procedures of Article XI of the parties' 2007-2010 Collective Bargaining Agreement from a panel submitted to them by the Federal Mediation & Conciliation Service and pursuant to 5 ILCS 314/14 et seq. to serve as the neutral member of an interest arbitration panel and as the sole arbitrator to determine a grievance. Hearing in the matter was held on August 30, 2011 at the Village Hall, 120 Barrington Avenue, East Dundee Illinois. During the hearing in this matter the parties requested that the Arbitration Panel (Panel) issue the following stipulated award. The Panel has considered and applied the statutory criteria found at 5 ILCS 315/14 (h) (1) through (8) in consideration of the parties' final offers and approval of this stipulated Award. The Panel is satisfied that the terms of this stipulated Award conform to and meet the statutory criteria set out in the Illinois Public Labor Relations Act. The Neutral Arbitrator appends to this Interest Award the agreed to resolution of a grievance over Court Time. The Arbitration Panel did not

consider the resolved grievance in its application of the statutory criteria. A statement that sets forth the resolution of the grievance is appended hereto (Appendix 1) for purposes of convenience and completeness.

STIPULATED AWARD

The terms and conditions of the expired 2007-2010 Collective Bargaining Agreement shall continue into the successor 2010-2013 Collective Bargaining Agreement, and include the stipulation of items agreed to in bargaining, except as modified by the following additions and deletions as listed below:

1. **Add** a new provision

Section 5.13 Officer in Charge (OIC)

In the event of a vacancy in the Sergeant position, and only for so long as the vacancy exists, **and** the Village designates an Officer in Charge (OIC), that person shall be paid an hourly differential of one dollar and fifty-cents (\$1.50) on an hour-for-hour basis for each hour worked as an OIC.

2. **Modify: Sec. 9.2 Sick Leave Accrual & Usage**

Sick leave shall accrue at the rate of 8-hours per month, 96 hours per year. Each employee may accrue up to a maximum accrual amount of **760** hours for sick leave use during the employee's employment. For retirement purposes, including payout at retirement, the sick leave accrual amount shall not exceed 640 hours.

3. **Health Insurance**

Effective September 1, 2011 the premium amounts for the Blue Choice Select PPO and Large Network PPO plans shall be corrected to reflect the actual percentage costs. Then, the employee contribution shall be calculated to reflect a 12.5% contribution toward premium for coverage for family, employee plus spouse or employee plus child. It is understood that whatever contribution toward premium an employee paid prior to September 1, 2011 at whatever percentage contribution level has been paid. There will be no recalculation of premiums paid prior to September 1, 2011 with an intent to recoup any perceived overpayment or seek contribution towards any perceived underpayment.

Effective May 1, 2012, the employee contribution to premium for the PPO plan (Blue Choice Select PPO and Large Network PPO) and for the dental plan shall increase by 2.5% over the contribution level as calculated above (to a total percentage contribution level of 10% for employee coverage and 15.00% for family, employee plus spouse or employee plus child coverage).

4. **Wages**

Effective May 1, 2010, there shall be no increase in salary and no step movement for employees in this bargaining unit.

Effective May 1, 2011 wage rates across-the-board shall increase by 2.5%. Eligible Employees shall move a step on or after May 1, 2011 pursuant to Section 5.1 - Compensation of the Collective Bargaining Agreement. Retroactive payment of wages and step movement shall be calculated from May 1, 2011 to the date of the payment of retroactivity.

Effective May 1, 2012, a new Sergeant pay schedule shall go into effect. It shall be a four step rather than a five step schedule. The first step on the old five step schedule shall be deleted. Step 2 on the old schedule shall become the first step on the new four step schedule. The top step shall be step four on the new schedule.

Effective May 1, 2012, all wage rates across-the-board shall increase by 2.75%.

5. Reverter

The reverter provision shall go into effect on the day Wal-Mart breaks ground on a new store in West Dundee Illinois or some other location in the area such that the new store results or will result in the closure of the East Dundee Wal-Mart store, provided that Wal-Mart has announced the closing of the East Dundee Wal-Mart in conjunction with the opening of the new store. If the East Dundee Wal-Mart does not close following the creation of another Wal-Mart in the area, the reverter provision will be eliminated and any employees affected will be made whole.

Should the spade go into the ground after May 1, 2012, then the pay rates in effect on April 30, 2012 shall go into effect. However, payment of the step movement on the anniversary date after the reverter is in effect shall continue even after Wal-Mart places a spade in the ground after May 2012. This reverter provision and all other terms of the Agreement expire on April 30, 2013.

Dated this 15th day of December, 2011.

A handwritten signature in black ink, appearing to read "Sherwood Malamud". The signature is fluid and cursive, with the first name being the most prominent.

Sherwood Malamud, Neutral Member

Brandon M. Anderson

Brandon Anderson, Employer appointee

Chris Potthoff

Chris Potthoff, Union appointee

APPENDIX 1

The Court Time Grievance is resolved on the basis of the Union position in that dispute. Those eligible shall receive back pay under this Award on the Court Time Grievance.

Brandon M. Anderson

Brandon Anderson
Representing the Village of East Dundee

Date: 12/15/11

Chris Potthoff
Representing MAP Chapter #453

Date:

TENTATIVE AGREEMENTS

For the

NEGOTIATED AGREEMENT BETWEEN THE

**METROPOLITAN ALLIANCE OF POLICE
EAST DUNDEE POLICE CHAPTER # 453**

AND

THE VILLAGE OF EAST DUNDEE

May 1, 2010 through April 30, 2013

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Section 5.10 Compensatory Time (6/15/10)

All employees covered by the terms of this Agreement shall have as their option the right to choose compensatory time off at the appropriate overtime rate in lieu of payment. Compensatory time off may be accumulated to 60 hours ~~(computed by applying time and one-half to 40 hours)~~. Compensatory time off shall be granted upon the employee's request at a time which is mutually agreed upon by the employee and the appropriate supervisor.

Section 5.11 Specialty Pay (T/A 4/30/10)

Specialist positions are not to be construed as rank, but rather are job assignments which involve additional duties and responsibilities over and above those for police employees generally and for which an employee receives compensation in addition to the salary attached to his rank. The compensation for specialist positions shall be paid as a percentage of base salary during the first full pay period of May in each year in accordance with the following schedule:

Bi-Lingual <i>in Spanish</i> (as determined by the Chief of Police)	\$500 Annual Stipend
Investigator	1%

Field training officers will be paid an additional hour of pay for each shift that they are training an employee.

Section 5.12 Longevity Pay (T/A 4/7/10)

Employees shall receive a longevity bonus to be paid on the first payday in November preceding December 25th each year in accordance with the following schedule:

30 Days to 1 year of Completed Service	\$50
Over 1 year of service, but less than 5 years	\$100
Over 5 years of service	\$150

The longevity bonus is not compounded from year to year.

Section 8.1 Holidays (T/A 4/30/10)

The following days are holidays with pay for all employees in the Police Department service:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

In addition, covered employees shall receive three (3) personal days, to be used at the employee's discretion. Requests for use of the personal days shall not be unreasonably denied. Any unused personal days may be paid out at the end of the fiscal year. Upon resignation, death, termination

or retirement, employees shall be paid for unused personal days.

Section 8.2 Holiday Pay (T/A 4/7/10)

4.5% holiday pay disbursement for each bargaining unit employee, with the exception of investigators, who instead receive the day off with pay. The disbursement shall be paid on a separate check ~~occur during the first pay period of December~~ last pay period of November. Employees may have the holiday check deposited into their deferred compensation account provided that they give notice in writing by November 1st.

Section 9.3 Sick Leave Buyback (T/A 4/30/10)

If an employee desires, a maximum of two (2) sick leave days can be bought back in any calendar year according to the schedule below. Payment shall be at the employee's present regular rate of pay. The number of days the employee shall buy back will then be deducted from the unused sick leave earned and any remaining days will accumulate with those of previous years.

Number of Sick Leave Days Used in a 12 Month Period	Number of Days Eligible for Buy-Back
0-3.0	<u>2.5</u>
3.1 to 4.0	<u>2</u>
4.1 to 5.0	<u>1.5</u>
5.1 to 6	<u>1</u>
More than 6	0

Employees will be required to notify the Chief in writing by November 10 of each year if they wish to participate in the program. The Chief will then process a personnel action form requesting the additional compensation. Employees will receive their buy back payment with their regular check on or about December 10.

For the purpose of determining the number of sick leave days used in a year, the 12 month period will run from November 1 to October 31. New Employees are required to wait until November 1, after their hire date before becoming eligible for this program.

Section 11.1 Definition (T/A 4/7/10)

STEP THREE: If the grievance is not adjusted in Step Two, the grievance shall be submitted by the grievant in writing to the Village Administrator or his designated representative within five (5) calendar days of the receipt from the Chief of Police his response in Step Two. A meeting shall be held at a mutually agreeable time and place and participants shall discuss the grievance and hopefully come to an equitable solution. The meeting shall be scheduled within 10 calendar days of the request. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Village Administrator, or his designated representative, shall give the grievant the Employer's answer in writing within ten (10) calendar days following their meeting.

Section 13.2 Appeal of Discipline (T/A 4/30/10)

Disciplinary action or termination is subject to the jurisdiction of the Board of Police Commissioners according to the applicable State law. For purposes of disciplinary suspensions, five (5) days equals forty (40) hours. A copy of any written disciplinary action shall be provided in writing to the employee.

Nothing in the article, however, shall be construed in such a manner as to make the reprimand, suspension or discharge of a probationary officer the subject of a hearing before the Board of Fire and Police Commissioners, or part of the Grievance Procedure.

Disciplinary action given by or approved by the Board of Police Commissioners may be subject to the Grievance Procedure of the Agreement at Step 4 based on conditions set forth below. Upon receipt of a notice of disciplinary action from the Board or Police Commissioners, the employee (with approval of the Union) may elect to appeal a disciplinary action involving a suspension of (30) thirty or more days or dismissal by filing a written grievance at Step 4 of the Grievance Procedure not later than 10 calendar days from the date of the disciplinary action given by or approved by the Board of Police Commissioners. The suspension or discharge shall be in effect while the grievance is pending.

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Section 23.1 Termination (T/A 4/7/10)

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, ~~2010~~2013. 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 and not earlier than one hundred twenty (120) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed, and the party wishing to terminate shall give notice at least ninety (90) days prior to the expiration date hereof and not earlier than one hundred twenty (120) days.

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APPENDIX B
SENIORITY LIST

Sergeants Date of Promotion	Sergeants Date of Hire	Employee
05/01/79	02/10/1977	Seyller, Lawrence
10/22/01	04/13/91	Governale, Michael
08/04/90	06/15/78	Peters, John
4/03/10	8/2/99	Seyller, Michael
4/03/10	11/7/86	White, Larry

Officers Date of Hire	Employee
11/7/86	White, Larry
9/29/80	Theis, John
2/1/82	Kloepper, Louis
9/30/95	Kendall, Sharon
8/2/99	Seyller, Michael
4/24/00	Kasiba, Alan
10/22/01	Clark, Jeffrey
2/1/02	Gracia, Arturo
4/19/04	Duda, Daniel
10/19/09	Ritter, Andrew