

Daniel Nielsen, Arbitrator

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In the Matter of the Arbitration of an Interest Dispute Between

**THE METROPOLITAN ALLIANCE OF POLICE  
WINNETKA POLICE CHAPTER #54**

And

**THE VILLAGE OF WINNETKA**

April 1, 2011-March 31, 2015 Collective Bargaining Agreement

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Appearances:

The Metropolitan Alliance of Police, by **Joseph Mazzone**, Chief Counsel, 3033 West Jefferson Street, Suite 208, Joliet IL 60435, appearing on behalf of the Union.

Clark Baird Smith, LLP by **R. Theodore Clark**, Attorney at Law, 6133 North River Road, Suite 1120, Rosemont IL 60018, appearing on behalf of the Village.

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**ARBITRATION AWARD**

The Village of Winnetka (hereinafter referred to as the Village or the Employer) and the Metropolitan Alliance of Police (hereinafter referred to as MAP or the Union), selected the undersigned to serve as the arbitrator of a dispute over the terms of the collective bargaining agreement for the Village's Police Officers. On April 12, 2012, the parties met with the undersigned for the purpose of explaining their positions, providing evidence in support of their respective proposals and discussing possible areas of agreement. At the conclusion of these discussions, the undersigned conveyed to the parties his views as to the likely outcome of further proceedings. In the interests of economy, the parties authorized the issuance of an Award without further hearing and argument.

On the basis of the record, including the arguments and the stipulations of the parties, the undersigned makes and issues the following Award.

## **AWARD**

The 2011-2015 collective bargaining agreement shall carry forward unchanged all of the provisions of the predecessor agreement, except as modified by the following:

ONE:       **Tentative Agreements:** All tentative agreements reached prior to April 12, 2012;

TWO:       **Withdrawal of Proposals:** All proposals not specifically TA'd prior to mediation or mentioned in this proposal are withdrawn. Proposal withdrawn in the course of mediation related to electronic communication devices, layoffs, arbitration of discipline grievances, and retirement bonuses.

THREE:     **Section 11.3 – Sick Leave Buyback:**

A.       Employees Who Were Hired Before April 1, 2012

Effective April 1, 2012, the following provisions shall be applicable to employees hired before April 1, 2012:

Annual Buyback

1.       Effective April 1, 2012, sick leave in excess of two hundred forty (240) hours) may be cashed in at 50% up to the greater of the maximum number of accrued but unused sick leave hours as of December 31, 2011 or 600 hours at the employee's regular hourly rate.
2.       Any hours above the maximum number of accrued but unused sick leave hours as December 31, 2011 or 600 hours may be cashed in at 30%.
3.       Any such requests must be made prior to November 1. The employee's cashed-in sick pay will be included in the employee's second paycheck issued the following April, or such other paycheck

issued subsequently in the fiscal year as may be requested by the employee.

#### Buyback at Termination

1. Employees who have less than twenty (20) years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave hours accrued but not used as of the date of termination that are in excess of two hundred forty (240) hours and up to the maximum set forth in subparagraph 3 below.

2. Employees who have twenty (20) or more years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave hours accrued but not used as of the date of termination up to the maximum set forth in subparagraph 3 below.

3. The maximum number of sick leave hours that will be paid at 50% of the employee's then current regular hourly rate of pay will be established based on the greater of the number of accrued but unused sick leave hours as of December 31, 2011 or 600 hours.

4. All sick leave hours accrued but not used as of the date of termination that are above the maximum set forth in subparagraph 3 above will be paid at 30% of the employee's then current regular hourly rate of pay.

#### B. Employees Hired on or after April 1, 2012

Effective April 1, 2012, the following sick leave buyback provisions shall be applicable to bargaining unit employees who were on or after April 1, 2012:

#### Annual Buyback

1. Sick leave in excess of forty hundred eighty (480) hours may be cashed in at 30% at the employee's regular hourly rate.

2. Any such requests must be made prior to November 1. The employee's cashed-in sick pay will be included in the employee's second paycheck issued the following April, or such other paycheck issued subsequently in the fiscal year as may be requested by the employee.

### Sick Leave Buyback at Termination

Upon termination of employment in good standing, compensation at 30% of the employee's then current regular hourly rate of pay shall be paid for all sick leave hours accrued but not used in excess of four hundred eighty (480) hours.

#### C. Generally

Because sick leave may be used before it has been earned, any unearned sick leave time that has been used will be deducted on a pro rata basis from the final paycheck when an employee terminates employment with the Village.

#### D. Maximum Accumulation

Employees shall be subject to a maximum sick leave accumulation amount of one thousand four hundred forty (1,440) hours as of the end of the fiscal year. Effective April 2012 all employees shall be paid thirty percent (30%) of the value of any accrued but unused sick days above one thousand four hundred forty (1,440) hours that have not been used during the fiscal year, said amount to be paid during January of the following year.

#### E. Death Benefit.

If an employee dies while on the active payroll of the Village and the employee had accumulated sick leave at the time of death, a death benefit based on that accumulated sick leave will be paid to the employee's spouse or, if no spouse, to the employee's estate. The amount of the death benefit shall be calculated in the same way that the death benefit based on accumulated sick leave is calculated for the Village's unrepresented employees who are similarly situated.

**FOUR: Section 14.1 – Wage Schedule:** Add a separate wage schedule applicable to new hires: Employees hired following the date of the Arbitration Award will advance for salary purposes on the Village's proposed eight step, ten year schedule (Steps A-H). The starting salary and the top salary shall be the same as for current employees. All current employees will continue to advance on the existing salary schedule structure (Steps A-F).

**FIVE: Section 14.1 – Wage Schedule.**

2011:

Increase all steps by 1.50% across the board on April 1, 2011;

2012:

Increase all steps by 1.00% across the board on April 1, 2012;

Increase all steps by 1.25% across the board on October 1, 2012;

2013:

Increase all steps by 1.00% across the board on April 1, 2013;

Increase all steps by 1.50% across the board on October 1, 2013;

2014:

Increase all steps by 1.00% across the board on April 1, 2014;

Increase all steps by 1.75% across the board on October 1, 2014.

**SIX: Section 14.2 – Retroactivity – Adjust dates to reflect the wage schedule.**

**SEVEN: Section 16.2 – Medical Insurance – revise to reflect a change in the method and amount of employee contribution to premiums, effective January 1, 2013, to:**

11% of premium for single coverage

11% of premium for single plus 1 coverage

12% of premium for family coverage

**EIGHT: Section 16.2 – Medical Insurance – revise to reflect the following changes in plan design/benefits, effective January 1, 2013:**

**IN NETWORK:**

Individual out of pocket maximum: \$1,500

Family out of pocket maximum: \$2,000

Individual Deductible: \$ 400

Family Deductible: \$1,200

Co-Insurance after deductible: 90%

**OUT OF NETWORK:**

Individual out of pocket maximum: \$3,750

Family out of pocket maximum: \$7,500

Individual Deductible: \$ 950

Family Deductible: \$2,750

Co-Insurance after deductible: 70%

NINE: **Section 16.2 – Medical Insurance** – revise to reflect the following changes in prescription drug co-pays, effective July 1, 2012:

**IN PHARMACY PURCHASES:**

Generic:	\$12.50
Brand if no generic is available:	\$25.00
Brand if a generic is available:	\$45.00

**MAIL ORDER – 90 DAY:**

Generic:	\$25.00
Brand if no generic is available:	\$50.00
Brand if a generic is available:	\$90.00

TEN: **Section 20.1 – Investigators** – Revise to reflect an increase in the investigators' stipend of \$100, effective April 1, 2013.

ELEVEN: **Section 26.1 – Termination** – Revise to reflect a contract term of April 1, 2011 through March 31, 2015. Add the following sentence at the end of the existing provision, per the Village's proposal at the commencement of mediation: "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."

TWELVE: **Memorandum of Agreement Concerning Schedules** - The parties have worked out the wording of a Side Letter concerning the establishment of 12-hour shifts for one year trial period. The Side Letter, a copy of which is attached, is incorporated as part of this Award.

THIRTEEN: **Retained Jurisdiction**

The Arbitrator will retain jurisdiction for a period of thirty days following the issuance of this Award for the purpose of resolving disputes, if any, over the drafting of language necessary to implement the terms of this Award, other than the Article 5 and Article 9 issues addressed in the first paragraph of this section.

Signed this 11<sup>th</sup> day of May, 2012.

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Daniel Nielsen, Arbitrator

**SIDE LETTER**

The Village of Winnetka and MAP Chapter #54 agree that the following provisions shall be applicable to their agreement to implement 12-hour shifts for a one year trial period:

1. The implementation of 12-hour shifts shall begin at 0600 hours on May 21, 2011.
2. The Scheduling Supervisor will use the “12-Hour Shift Considerations” dated April 19, 2012, a copy of which is attached, as guidelines in establishing 12-hour schedules during the trial period. In the event of a conflict between various considerations, the overall operational needs of the department will prevail.
3. For FLSA purposes, the normal shift schedule shall be fourteen (14) days.
4. Scheduling Committee (two members appointed by the Chapter and two members appointed by the Police Chief) will meet at least quarterly to review the trial and to suggest possible modifications.
5. The scheduling provisions of Article V (i.e., Sections 5.2, 5.3, 5.4, 5.5, and 5.12), the scheduling provisions of Article VIII (i.e., Section 8.2) and the vacation scheduling provisions of Article IX (i.e., Section 9.3) will not be applicable during the trial period and, if approved by the bargaining unit following the trial period, thereafter until new contract language is in place through negotiation and, if necessary, through interest arbitration as provided in Paragraph 7 below.
6. If any employee has a grievance over the implementation of 12-hour shifts as provided herein, the grievance shall be presented to the Scheduling Committee for discussion and resolution. If the Scheduling Committee is deadlocked on the grievance, MAP can appeal the grievance to expedited arbitration before Arbitrator Daniel Nielsen. The governing standard for resolution of the grievance shall be whether the Village acted arbitrarily and capriciously. The time limit for filing a grievance, as well as appealing a grievance to arbitration, shall be as specified in Article VI (Grievance Procedure) of the parties’ 2011-2015 collective bargaining agreement.
7. If the bargaining unit votes to maintain 12-hour shifts following the one-year trial period, the parties will meet to work out appropriate contract language to incorporate 12-hour shifts as part of their collective bargaining agreement. In the event the parties are unable to agree upon the appropriate contract language, Arbitrator Daniel Nielsen will be asked resolve any remaining contract issues with respect to 12-hour shifts.

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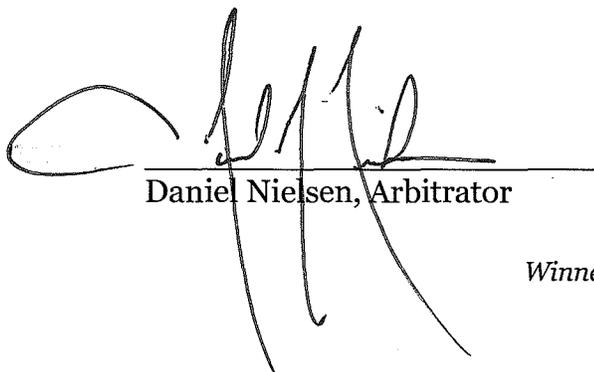
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