

**A RESOLUTION APPROVING THE SETTLEMENT AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON HILLS AND METROPOLITAN ALLIANCE OF POLICE, BARRINGTON HILLS UNION #576 AND AUTHORIZING THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN VILLAGE OF BARRINGTON HILLS AND METROPOLITAN ALLIANCE OF POLICE, BARRINGTON HILLS UNION #576**

**WHEREAS**, the Village of Barrington Hills ("Village") and the Metropolitan Alliance of Police, Barrington Hills Union #576 ("Union") were parties to an interest arbitration proceeding in Case No. S-MA-10-378;

**WHEREAS**, the Village and Union are parties to ongoing litigation in Case No. 13 CH 07351, which is currently pending the Chancery Division of the Cook County Circuit Court, as well as parties to several unfair labor practice charges at the Illinois Labor Relations Board ("ILRB");

**WHEREAS**, the Village and Union are parties to grievance 13-00016 concerning holiday compensation;

**WHEREAS**, the Village and Union currently dispute the proper amount of attorneys' fees that are owed to the Union in connection with the supplemental interest arbitration proceedings in Case No. S-MA-10-378, and a fee petition is currently being considered by the ILRB's General Counsel;

**WHEREAS**, the terms to resolve all the foregoing matters are set forth in the attached Settlement Agreement ;

**WHEREAS**, said Settlement has been executed by the Union but is specifically subject to the approval of the Village Board of Trustees; and

**WHEREAS**, the corporate authorities of the Village have determined that it is in the best interest of the Village to approve the Settlement Agreement between the Village and the Union and to authorize the Village President and Village Clerk to execute the collective bargaining agreement between the Village and the Union, a copy of which is attached as Appendix A to the Settlement Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees of the Village, located in the Counties of Cook, Kane, Lake, and McHenry in the State of Illinois, a home rule municipality as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Resolution as findings of the President and the Board of Trustees.

Section 2. Approval of Settlement Agreement. The President and Board of Trustees hereby grant their approval to the Settlement Agreement between the Village and Union.

Section 3. Execution of Collective Bargaining Agreement. The President and Board of Trustees hereby authorize the Village President and Village Clerk to execute the collective bargaining agreement between the Village and the Union immediately after the Village has been provided with multiple copies of the collective bargaining agreement that have been executed by the duly authorized representatives of Metropolitan Alliance of Police, Barrington Hills Union #576.

**Section 4: Effective Date.** This Resolution shall be in full force and effect from and after its approval and publication according to law.

APPROVED THIS 31<sup>st</sup> day of October, 2013

AYES: 5, NAYS: 1, ABSENT: 1, ABSTAIN: 0

ATTEST:

  
Village Clerk

  
Village President

### SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is executed by the Village of Barrington Hills ("Village") and the Metropolitan Alliance of Police, Barrington Hills Police Union # 576 ("Union").

WHEREAS, the Village and Union were parties to an interest arbitration proceeding in Case No. S-MA-10-378;

~~WHEREAS, the Village and Union are parties to ongoing litigation in Case No. 13 CH 07351, which is currently pending the Chancery Division of the Cook County Circuit Court;~~

WHEREAS, the Village and Union are parties to several unfair labor practice charges at the Illinois Labor Relations Board ("ILRB");

WHEREAS, the Village and Union are parties to grievance 13-00016 concerning holiday compensation; and

WHEREAS, the Village and Union currently dispute the proper amount of attorneys' fees that are owed to the Union in connection with the supplemental interest arbitration proceedings in Case No. S-MA-10-378, and a fee petition is currently being considered by the ILRB's General Counsel;

WHEREFORE, in an attempt to amicably resolve the foregoing litigation and in consideration of the mutual promises set forth below, the Village and Union hereby agree as follows:

1. **Execution of Collective Bargaining Agreement.** Provided the Village Board of Trustees approves this Agreement at its next regularly scheduled Board meeting (or a specially scheduled meeting that occurs beforehand), the Village and the Union will execute the collective bargaining agreement as awarded by the majority of the interest arbitration panel in Case No. S-MA-10-378, including the terms awarded in the original January 21, 2013 award, as modified by the supplemental award issued on or about March 15, 2013. A copy of the collective bargaining based on said awards is attached as Appendix A and made a part hereof.

2. **Withdrawal of State Court Claims.** Within ten (10) calendar days of the date that the final party has fully executed the collective bargaining agreement referenced in paragraph 1, the Village and the Union will file motions to withdraw, with prejudice, any and all complaints, counter-claims and associated motions in Case No. 13 CH 07351.

3. **Withdrawal of Unfair Labor Practice Charges.** Within ten (10) calendar days of the date that the final party has fully executed the collective bargaining agreement referenced

in paragraph 1, the Union will request the withdrawal, with prejudice, of unfair labor practice charge numbers S-CA-13-132 and S-CA-13-161.

4. **Promise not to Appeal Dismissed Charges.** The Union promises not to appeal the Executive Director's dismissals of unfair labor practice charge numbers S-CA-13-203 and S-CA-12-071.

5. **Release of Claims Associated with Interest Arbitration Proceeding.** With the exception of MAP's request for attorneys' fees as described in paragraph 6 below, the parties mutually agree that neither party will institute against the other party any new legal action (or pursue any pending legal action not otherwise referenced in this Agreement) relating to the events leading up to and including the interest arbitration proceedings before Arbitrator Raymond McAlpin.

6. **Resolution of Union's Costs and Attorney's Fees Petition.** The Union has filed a petition for the Union's Costs and Attorneys' fees associated with the supplemental arbitration proceeding in Case No. S-MA-10-378 (hereinafter "Petition") pursuant to 5 ILCS 315/14(o) and Section 1230.110(g) of the ILRB Rules. The Village disputes the reasonableness of these fees and costs and/or whether some or all of those fees/costs are warranted. In further consideration for this Agreement, the parties therefore agree as follows:

- A) The Village will issue a check in the amount of seventy-eight thousand dollars and zero cents (\$78,000.00) (which represents \$75,000 in attorneys' fees and \$3,000 in costs), made payable directly to the Law Offices of Steven Calcaterra & Associates, P.C. Client Trust Account (IOLTA) within 14 calendar days of the approval of this Agreement by the Village Board as described in paragraph 8 below. MAP will be responsible for dividing and/or distributing this money among its legal counsel in compensation for their services.
- B) Should the Village refuse to timely pay the aforementioned amount of money within the 14 calendar days described in Subsection A above, the Union may file an appropriate legal action in Cook County Circuit Court for the purpose of enforcing the "stipulated judgment" attached as Exhibit B to this Agreement. The Village waives any right to contest or otherwise challenge the entry of such a stipulated judgment (if the Village has failed to timely pay the attorneys' fees and costs), and promises not to do so. The Village further promises that it will pay the Union's reasonable attorneys' fees and costs that are spent in connection with seeking the entry and enforcement of the attached "stipulated judgment."

7. **Resolution of Grievance 13-00016.** The Village agrees to make whole all members of the Metropolitan Alliance of Police, Chapter 576 who worked any time on September 2, 2013 (Labor Day), by compensating each of them by an additional 50% of their regular hourly rate of pay for each hour (or portion thereof) worked on September 2, 2013. This compensation will be made on the next regular pay period following the execution of this agreement. The Union

agrees to withdraw Grievance 13-00016, with prejudice.

8. **Circuit Court/ILRB and Village Board Approval.** The parties agree that this Agreement is expressly conditioned on the approval of the Cook County Circuit Court and the ILRB of any and all "motions to withdraw" referenced above. The parties further agree that this Agreement is expressly conditioned on approval by the Village Board of Trustees at its next regularly scheduled meeting (or a specially scheduled meeting that occurs beforehand). If the Village Board fails to approve this Agreement at either its next regularly scheduled meeting (or a specially scheduled meeting that occurs beforehand), or if the Cook County Circuit Court and/or ILRB fail to approve the withdrawal and/or dismissal of the litigation described in paragraphs 2 and 3, this Agreement will have no binding force or effect on either party.

9. **Entire Agreement.** This Agreement resolves all matters between the Union and the Village relating to Case No. 13 CH 07351 and ULP Charge Nos. S-CA-13-132, S-CA-13-203, S-CA-13-161 and S-CA-12-071. This Agreement also supersedes any other written or oral agreement between the Union and the ~~University~~ relating to Case No. 13 CH 07351 and ULP Charge Nos. S-CA-13-132, S-CA-13-203, S-CA-13-161 and S-CA-12-071.

*Village*


10. **Non-Admissions.** The parties agree that this Agreement does not constitute, is not intended to be, and shall not be construed, interpreted, or treated in any respect as an admission of any liability or wrongdoing by either party.

11. **Severability.** To the extent that any portion of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the parties agree that the remaining portions of this Agreement shall not be affected and shall be given full force and effect.

Executed this 21 day of October, 2013.

AGREED:

METROPOLITAN ALLIANCE OF POLICE,  
BARRINGTON HILLS POLICE UNION #576

 *Attorney for  
M.A.P.*  
\_\_\_\_\_  
Joseph Andalina

VILLAGE OF BARRINGTON HILLS

  
\_\_\_\_\_  
R. Theodore Clark, Jr.



**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

METROPOLITAN ALLIANCE OF POLICE, )  
BARRINGTON HILLS CHAPTER 576, )

Plaintiff, )

v. )

VILLAGE OF BARRINGTON HILLS, )

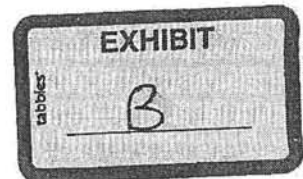
Defendant. )

**STIPULATED JUDGMENT**

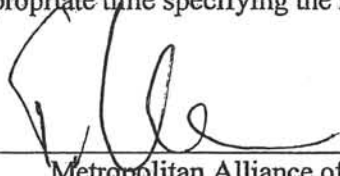
The Plaintiff, Metropolitan Alliance of Police, Barrington Hills Chapter 576 ("Union") and the Defendant Village of Barrington Hills ("Plaintiff") hereby stipulate to the following judgment that will be entered against the Defendant Village of Barrington Hills.

**THE COURT HEREBY ORDERS:**

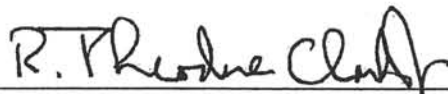
1. The Village to pay seventy-eight thousand dollars and zero cents (\$78,000) (which represents \$75,000 in attorneys' fees and \$3,000 in costs).
2. The attorneys' fees and/or costs referenced in paragraph 1 will be paid directly to the Law Offices of Steven Calcaterra & Associates, P.C. Client Trust Account (IOLTA), within ten calendar (10) days of this Order.
3. The Village to pay the Union's reasonable costs and attorneys' fees spent in connection with entering and enforcing this Stipulated Judgment. The Court will retain jurisdiction over this matter to determine the exact amount of reasonable costs and attorneys' fees owed the Union pursuant to this paragraph, and will issue a supplemental Order at the



appropriate time specifying the reasonable costs and attorneys' fees owed under this paragraph.



Metropolitan Alliance of Police  
Barrington Hills Chapter 576



Village of Barrington Hills

Date: October 24 2013

October 17, 2013  
Date:

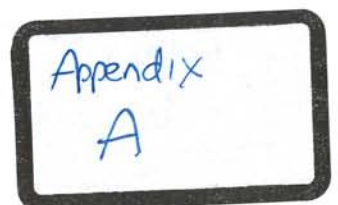
**Collective Bargaining Agreement**

**Between**

**The Village of Barrington Hills**

**And**

**Metropolitan Alliance of Police  
Barrington Hills Police Union # 576**





## **PREAMBLE**

This Agreement is made and entered into by and between the VILLAGE OF BARRINGTON HILLS (hereinafter referred to as the "Village" or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, BARRINGTON HILLS CHAPTER 576 (hereinafter collectively referred to as the "Union").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of the mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

## **ARTICLE I RECOGNITION**

### **Section 1.1 Recognition of the Bargaining Agent**

The Village recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours and all other terms and conditions of employment of all police officers in the bargaining unit certified on June 7, 2010, pursuant to Illinois Labor Relations Board case number S-RC-10-049. The bargaining unit shall include all full-time sworn employees of the Village of Barrington Hills Police Department in the following titles: Patrol Officer, Master Patrol Officer, Senior Patrol Officer, Investigator/Patrol Officer, including probationary officers.

Positions EXCLUDED from the above-described bargaining unit are all part-time police officers, all non-sworn personnel, all sworn police officers of the rank of sergeant and above, and all managerial, supervisory and confidential employees, as defined by the Illinois Public Labor Relations Act, as amended.

### **Section 1.2 Part-Time Police Officers**

If the Village employs part-time police officers, who have been certified as police officers by the Illinois Law Enforcement Training Standards Board, to perform duties allowed by 65 ILCS 5/3.1-30-21, part-time police officers shall not be used to replace any members in the collective bargaining unit. Part-time police officers may be: (1) assigned to supplemental traffic enforcement, but not to replace any full-time police officer and not more than 1 part-time officer may be assigned to such duties at any one time, provided that all full-time police officers have been offered the opportunity to work such assignment; (2) assigned to assist in cases of extraordinary emergency; (3) assigned to temporarily substitute for a full-time police officer where the police department must mandatorily assign overtime because no full-time police

officer has accepted the overtime assignment, but not more than 1 part-time police officer can be assigned to such patrol duties at any one time; and (4) as otherwise agreed with the Chapter such as filling in for posted compensatory time where no full-time police officer or sergeant volunteers to work such shift. Part-time police officers cannot hold a supervisory rank and cannot be a supervisor to any full-time police officer. The Village may not subcontract any bargaining unit work other than as provided by this section.

There shall be no more than one part-time police officer employed at any one time for every two full-time police officers employed with the Village of Barrington Hills. No full-time police officer shall be subject to lay off until after all part-time police officers have been laid off. No part-time officer may be employed by the Village while any full-time police officer is subject to layoff.

If hire part-time then the Parties agree to meet and confer in a good faith manner to discuss this matter.

### **Section 1.3 Definitions**

For the purposes of this contract the following words are defined:

“Day” includes Saturdays, Sundays and holidays unless specifically excluded.

“Work day” shall refer to the officer’s assigned shift or hours of work.

Pronouns “he, him, and his” shall refer to both males and females equally.

“Shall” as used in this agreement refers to the topic being compulsory.

“May” as used in this agreement refers to the topic being voluntary.

The term “police officer” or “employee” as used in this Agreement shall refer to full-time sworn police officers who are members of the bargaining unit.

Words shall have their common definition in Merriam-Webster Dictionary, unless specifically defined otherwise.

POSS – The Department work schedule/payroll system (Police Officer Scheduling System)

## **ARTICLE II MANAGEMENT RIGHTS**

### **Section 2.1 Management Rights**

Except as specifically limited by the express provisions of this Agreement, the Village retains all legal rights to manage and direct the affairs of the Village in all its various aspects, and to manage and direct its police officers, including but not limited to the following: to hire, demote, suspend or discharge police officers for just cause; to plan, direct, control and

determine the budget and all the operations, services, policies, practices and missions of the Village; to supervise and direct the working forces; to establish the qualifications for and to employ police officers; to deploy police officers both internally and externally to other police-related assignments; to schedule and assign work; to maintain a capable and efficient police force; to establish and eliminate specialty positions and to select personnel to fill them; to transfer and reassign police officers;; to assign overtime; to purchase goods and contract out services other than for bargaining unit work; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or performed; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate, promote or demote and to establish the standards for such promotions; to establish reasonable performance standards for police officers; to change or eliminate existing methods, practices, equipment or facilities or introduce new; to determine training needs and to assign police officers to training; to determine work hours (shift hours) and to change them from time to time; to determine and implement internal investigation procedures; to take any and all actions necessary to carry out the mission of the Village and the Police Department. The parties acknowledge and agree to maintain all previous benefits and past practices unless modified by the express language of this Agreement.

### **ARTICLE III**

#### **UNION SECURITY**

##### **Section 3.1 Fair Share**

During the term of this Agreement, bargaining unit members who are not members of the Union shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Union for collective bargaining and contract administration services tendered by the Union as the exclusive representative of the police officers covered by this Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Union each month. The Union shall annually submit to the Village a list of the police officers covered by this Agreement who are not members of the Union and an affidavit that specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

##### **Section 3.2 Dues Deductions**

Upon receipt of proper written authorization from a police officer, the Employer shall deduct 1/24<sup>th</sup> of each year's Union dues in the amount certified by the Treasurer of the Union from the pay of such police officer covered by this Agreement each pay period. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made. The Union shall advise the Employer of any increase in dues in writing, at least twenty-one (21) days prior to its effective date. A copy of the authorization form is attached hereto.

##### **Section 3.3 Indemnification**

The Metropolitan Alliance of Police shall indemnify, defend, save and hold harmless the Village, its elected representatives, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits or other forms of liability that

arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any of such provisions, provided that the Village does not initiate or prosecute such action.

### **Section 3.4 Bulletin Board**

The Village will make bulletin board space available in or proximate to the squad room for posting of Union notices. The Union shall limit its posting of notices and other materials to such bulletin board. The Union shall not use the bulletin board space for posting abusive or inflammatory or partisan political material. The size of the bulletin board shall not exceed eighteen (18) inches by twenty-four (24) inches.

### **Section 3.5 Union Business**

Union officers holding the positions of President, Vice President and Secretary may conduct Union business while on approved meal and work breaks as defined by this Agreement.

### **Section 3.6 Union Representatives**

The Union shall provide to the Village, and keep current a written list of any designated official employee representatives who are authorized to deal with the Village on behalf of the bargaining unit.

## **ARTICLE IV NO STRIKE, NO LOCKOUT**

### **Section 4.1 No Strike**

Neither the Union nor any officers, agents or employees of the Union will call, initiate, institute, authorize, instigate, promote, sponsor, engage in, participate in or condone any strike or sympathy strike, which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for doing so. Each police officer that holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

### **Section 4.2 No Lockout**

The Village will not lockout any Police Officers during the term of this agreement as a result of a labor dispute with the Union.

## **ARTICLE V**

### **SENIORITY, LAYOFF AND RECALL**

#### **Section 5.1 Layoff and Recall**

All layoffs will be determined on a seniority basis. Those police officers with the lowest amount of seniority may be temporarily laid-off in the event that the Employer is able to demonstrate financial necessity for said layoff. Employees who are laid off shall be recalled in inverse order of layoff for the first vacancy for which they are qualified. The Village agrees that it will lay off any and all part-time police officers before the layoff of any bargaining unit members. No part-time police officer will be employed by the Village while any bargaining unit member is on layoff. Notice of recall shall be made by a certified, return receipt letter with the obligation and responsibility of the employee to provide the Chief or designee with such employee's current mailing address. Employees returning from layoff shall have their seniority rights restored and shall be reinstated at the pay rate of the position classification that corresponds to their seniority.

Upon determination that a vacancy exists and there are police officers that have been furloughed due to a reduction-in-force, the police officers on furlough shall be recalled to fill such position and seniority will prevail in determining which furloughed police officer shall have the right to be re-employed if the Police Officer is otherwise qualified.

#### **Section 5.2 Definition of Seniority**

Seniority shall be determined as the police officer's continuous length of service as a police officer in the Department from the date of last hire as an employee. Time spent in the armed forces, on military leaves of absence, and authorized leaves not to exceed one year, and time lost due to duty related disability shall be included. In cases of employees hired on the same date, seniority shall be determined by the final scores from the eligibility list.

#### **Section 5.3 Seniority Lists**

A current up to date seniority list showing the names and length of service of each police officer shall be provided and posted by the Employer annually on a designated bulletin board by September 1<sup>st</sup> of each year. The Employer shall not be responsible for any errors in the aforementioned seniority list (or any other seniority list posted at various times throughout the year), unless such errors are brought, in writing, to the attention of the Employer by employees and/or the Union within twenty-one (21) calendar days after the list(s) is posted. The failure to challenge a seniority list during this twenty-one (21) calendar day challenge period does not preclude the Union and/or employees from challenging future seniority lists. The time line for filing a grievance regarding an employee's seniority shall begin on the day that the Employer responds to an employee or Union's challenge.



#### **Section 5.4 Purpose of Seniority**

Police officers shall be allowed preference according to seniority on all sections of this Agreement which specifically designate seniority as the determining factor.

#### **Section 5.5 Termination of Seniority**

A police officer shall not accumulate seniority rights upon separation from the services due to dismissal, suspension time in excess of 30 continuous days, layoff or retirement. Full seniority rights shall be reinstated under the following conditions:

1. A police officer retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Chief of Police.
2. A police officer is dismissed and later reinstated by a court of competent jurisdiction.
3. A police officer is separated due to layoff or reduction-in-force and is later reinstated under the conditions provided for in the Illinois State Statutes.

### **ARTICLE VI GRIEVANCE PROCEDURE**

#### **Section 6.1 Definition of Grievance**

A grievance is defined as a dispute or difference of opinion arising under and during the term of this Agreement raised by a Bargaining Unit Member or fair share participant involving an alleged violation, misinterpretation or misapplication of this Agreement. Any matter involving discharge shall be deemed filed and advanced directly to the arbitration step of this grievance procedure.

#### **Section 6.2 Grievance Procedure**

Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected Bargaining Unit Member and/or a Union Officer within fourteen (14) calendar days after the occurrence of the event giving rise to the grievance, or within fourteen (14) calendar days after the date when the police officer or the Union Officer should, using reasonable diligence, have become aware of the event giving rise to the grievance, in accord with the following procedure:

##### **Step One: Supervisor**

The Bargaining Unit Member shall give written notification of his grievance to his non-bargaining unit supervisor. Such notification shall specifically state that the matter is a grievance under this Agreement and shall include a description of the event giving rise to the grievance, the date of the event, and the specific provision of the Agreement alleged to have been violated and the relief requested. Because the parties recognize that a police officer may have difficulty contacting his superior officer, it is agreed that the grievant may submit written notification of the grievance to any superior officer.



The notification will be deemed received for purposes of the grievance procedure when stamped and received by the superior officer. The superior officer shall answer the grievance in writing within seven (7) calendar days.

**Step Two: Appeal to Chief**

If the grievance is not settled in Step One, or if a timely answer is not given, the police officer may, within Seven (7) calendar days following the superior officer's answer or expiration of the time limit set forth in Step One, file with the Chief of Police a written appeal signed by the Bargaining Unit Member. The written appeal shall include a description of the event giving rise to the grievance, the date of the event, and the provision of the Agreement alleged to have been violated and the basis upon which the grievant believes the grievance was improperly denied at the previous step. The police officer and a representative of the Union (if requested by the police officer) may meet with the Chief to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief or his designee shall give a written answer within seven (7) calendar days of the date of the discussion.

**Step Three: Appeal to the Village President**

If the grievance is not settled in Step Two, or if a timely answer is not given, the Bargaining Unit Member may, within seven (7) calendar days of the date he receives an answer from the Chief, file with the Village President a written appeal signed by the police officer. The Bargaining Unit Member and a representative of the Union (if requested by the Bargaining Unit Member) will meet with the Village President or his designee to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Village President or his designee will give his answer in writing within fourteen (14) calendar days of the date of the discussion.

**Step Four: Arbitration**

If the grievance is not settled in accordance with the foregoing procedure or if a timely answer is not given, the Union may refer the grievance to arbitration by giving written notice to the Village President within fourteen (14) calendar days after receipt of the Village President's answer in Step Three.

If the parties are unable to agree upon an arbitrator within fourteen (14) calendar days after the Village receives the notice of referral, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators, from the "metropolitan" (within 125 miles) area, with an industry specialization of "police". Upon receipt of the panel, the Union and the Village will determine by coin toss who is to strike first. The Union and Village shall then alternate striking a name, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted.

The arbitrator shall be notified of his selection and shall be asked to set a time and a place for the hearing, subject to the availability of Village and Union representatives. Upon the request of either party, the arbitrator shall have the power to subpoena witnesses for relevant and material testimony or Subpoenas duces tecum for relevant and material documents.

The arbitrator shall have no power, in his decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement, to include interpretation of the mutually accepted past practices. The arbitrator shall consider and decide only the specific issue submitted to him as raised and presented in writing and shall have no authority to make his decision on any issue not so submitted. His decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. However, the arbitrator shall have no authority to make any decision or award that is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law.

Any decision or award of the arbitrator rendered consistent with this Article shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator and the cost of the court reporter and a written transcript, if any, shall be divided equally between the Village and the Union, however should only one party request a transcript, that party shall pay for the cost of the transcript. Each party shall be responsible for compensating its own representatives and witnesses.

### **Section 6.3 Time Limits**

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not presented by the Bargaining Unit Member or the Union within the time limits set above, it shall be considered waived and may not be further pursued by the police officer or the Union. If the Village fails to provide an answer within the time limits so provided, the grievance shall be deemed denied and the Union may immediately appeal to the next step.

The time limits specified above may be extended at steps 1, 2 and 3 by mutual agreement between the aggrieved Bargaining Unit Member and the management representative involved in the grievance resolution process.

## **ARTICLE VII**

### **HOURS OF WORK AND OVERTIME**

### **Section 7.1 Purpose**

This Article generally defines the normal hours of work, and establishes the basis for the calculation of overtime. Nothing in this Article shall diminish or negate the right of Management to exclusively set the hours of work and overtime – subject to bargaining.

## **Section 7.2 Shift Schedule**

The Police Chief shall endeavor to provide all police officers covered by this Agreement with a tentative written work schedule at least thirty (30) days prior to its effective date. The normal shift schedule shall be based upon a twenty-eight (28) day departmental work cycle and shall not be changed without negotiations with the Chapter.

## **Section 7.3 Shift Selection and Assignment**

Shift assignments shall be for terms of one year. For purposes of this Agreement, the term "shift assignment" shall mean both "team" and "time" of assignment. Bargaining Unit Member will submit their shift assignments preference for the following year in writing to the Chief of Police or his designee by September 1<sup>st</sup> of the year preceding the year in which such assignments are to be effective. Work shifts shall be selected by seniority on an annual basis. The Chief of Police or his designee shall, on or before November 15<sup>th</sup>, post the shift assignments for the upcoming calendar year.

Bargaining Unit Member may exchange shifts with a Bargaining Unit Member from another team with approval of the Chief of Police or his designee. Such requests must be submitted in writing and signed by both affected Bargaining Unit Members as well as their immediate supervisor.

## **Section 7.4 Normal Work Schedule**

The normal workdays for patrol officers shall consist of twelve (12) hours and truck enforcement officers shall consist of ten (10) hours. Each Officer shall take a paid thirty (30) minute break each duty shift whether or not the period is used for food consumption. Should a police officer's meal be interrupted based upon an emergency or other official assignment of work, that police officer shall be entitled to the remaining meal time at a later time during the shift. The Shift Supervisor will make every effort to see that each officer gets a total of 30 minutes for lunch. During a twelve-hour tour of duty, each officer may take three 15-minute breaks at authorized locations or at the station. Officers may add break time onto lunch periods to extend the lunch to no more than 60 minutes.

Police officers covered by this Agreement assigned to twelve (12) hour workdays shall work seven (7) days every pay period, and shall have Friday, Saturday and Sunday as their scheduled days off on alternating weekends. Police Officers covered by this agreement assigned to ten (10) hour workdays shall work eight (8) workdays every pay period.

## **Section 7.5 Overtime Pay**

Each work period shall begin on a Sunday and runs for fourteen (14) consecutive days thereafter. Unless assigned on a twelve (12) hour shift, time compensated to any officer in excess of eighty (80) hours in the fourteen (14) day period, shall be paid for at time and one-half the officer's regular straight time hourly rate. When assigned to a twelve (12) hour shift, officers work eighty-four (84) hours in a fourteen (14) day period. The additional four (4) hours will be banked at the officer's straight time rate in the form of "Duty-Reduction Time".

Each Bargaining Unit Member is responsible for requesting the duty reduction time off with the scheduling supervisor at least quarterly. Officers shall submit a Time Off request in POSS at least seventy-two (72) hours prior to the beginning of the duty reduction time that he/she proposes to take off. Duty reduction time shall be taken off in a minimum of four (4) hour increments unless the employee has less than four (4) hours in which case the remaining time may be used. If an employee does not request this time off, it will be assigned in the remaining month of the quarter based on the Department needs.

For purposes of overtime calculation, time worked shall mean and include all hours actually worked, except for sick time which shall not be considered as hours worked for the purpose of calculating overtime pay.

#### **Section 7.6 Compensatory Time**

At the police officers' discretion, a police officer may opt to earn compensatory time in lieu of payment for overtime. Said compensatory time shall be earned at one and one-half (1 ½) times the police officer's regular hourly rate of pay for each hour of overtime worked. Compensatory time shall be used at the police officer's discretion for paid time off at a later date with the approval of the Chief of Police or as a cash payment through the payroll system at the request of the police officer. Covered police officers may accumulate up to eighty (80) hours of compensatory time.

An employee with accrued compensatory time desiring to schedule compensatory time off shall submit a Paid Time Off request form at least forty-eight (48) hours prior to the beginning of the shift that he/she proposes to take off, provided that the Chief of Police or his designee can waive this advance notice requirement on a case-by-case basis.

#### **Section 7.7 Overtime Scheduling**

The Chief of Police or his designee shall have the right to require overtime work and officers may not refuse overtime assignments. Overtime assignments will be scheduled on a voluntary basis, except for emergency situations or except where qualified volunteers are not readily available.

"Scheduled overtime" is defined as overtime that is known at least seventy two (72) hours in advance of start of such overtime. Scheduled overtime shall be filled by posting a notice at least seventy-two (72) hours before the beginning of such overtime. Overtime shall be equalized in accordance with GO 6117 Section IV Part B and Annex III (Overtime equalization), dated April 10, 2010, and shall not be changed without agreement with the Chapter.

If no police officer volunteers, and it is necessary to order a police officer to stay past his shift or report for duty early, then overtime will be ordered on the basis of reverse rotating seniority of those officers on the current shift or the oncoming shift, at the discretion of the supervisor. Additionally, detectives, or officers who are currently assigned to an outside or multijurisdictional unit (e.g. NIPAS EST or Field Force, Lake County MCAT or Lake County MCAT (Major Crash Assistance Team and Major Crime Assistance Team) shall not be subject



to the reverse seniority rules as defined above, and shall only be eligible for overtime on a volunteer basis.

No employee shall be forced to work more than 12 consecutive work hours, absent an emergency. In the event that an employee is expected to work more than 16 hours in a 24 hour period (i.e. due to court duty), the employee may elect to reduce his work time by flexing his work shift or utilizing paid leave, which will not be unreasonably denied.

#### **Section 7.8 Court Time**

A Bargaining Unit Member that is required by the Village to be in court while scheduled to be off duty shall be compensated at the applicable hourly rate of pay for hours spent on court time, with a minimum of three (3) hours compensation, including travel time between the police station and court. Bargaining Unit Members shall receive a minimum of three (3) hours credit for hours worked. If the officer works more than three (3) hours, the Bargaining Unit Member shall report in person such activity to the supervisor on the same date. Bargaining Unit Members who must attend court at the end their shift, shall be allowed to flex their hours and attend court, working beyond 14 consecutive hours in lieu of using earned time to keep consecutively worked hours to less than 14 hours at the officer's discretion.

A Bargaining Unit Member called to testify due to his official capacity and is compensated by the Village for his time, shall turn over to the Village any witness fees paid.

#### **Section 7.9 Call-Out Pay**

A call-out is defined as an official assignment of work that is not part of the officer's regular duty schedule. This section shall not apply if an officer is directed to begin work early. A call-out shall commence when the officer acknowledges to the supervisor, OIC, or dispatch that they are en-route to respond to said call-out and ends when the employee arrives back at his residence (portal to portal). A "call-out" shall be compensated at the Bargaining Unit Member's applicable rate for all hours worked on call-out. A minimum of three (3) hours pay will be guaranteed for all "call-outs."

#### **Section 7.10 Longevity**

On the anniversary of their date of hire, employees will receive annual longevity pay in accordance with the following schedule:

| Years of Service   | Longevity Pay Amount |
|--------------------|----------------------|
| 5 -9 years         | \$500                |
| 10 -14 years       | \$1000               |
| 15- 19 years       | \$1250               |
| 20 - 24 years      | \$1500               |
| 25 years and after | \$2000               |

#### **Section 7.11 Extra Details**

The employer agrees that when extra details are available, these extra details shall be offered to all full-time sworn officers who have completed their field training program and have requested

to be considered for such assignments. Officers shall be considered for such assignments in accordance with past practice. The Village reserves the right to utilize part-time police or auxiliary officers for these extra details after such extra details have been posted for full time officers. Once the schedule for extra details is set, there should be no bumping of officers, either full-time, part-time or auxiliary. If a police officer is assigned to work such detail during his regular work schedule, such officer shall be paid his regularly hourly rate of pay. The parties agree that any police officer covered by this agreement who work these extra details outside of their regular work schedule will be paid at the applicable overtime rate. Scheduling extra-duty details is a management right covered in Section 2.1.

#### **Section 7.12 Training Sessions**

Bargaining Unit Members assigned to training shall be required to work the remainder of their assigned shift prior to or upon return from the training, or they may request to use accrued personal time off with the approval of the Chief of Police or his designee. The minimum advance notice and minimum hour increment may be waived for requesting accrued personal time off before or following a training session under this section only. Officers assigned to training for five (5) or more consecutive days shall be scheduled off on the Sunday prior to and the Saturday immediately after the training.

Any training scheduled will be paid for time actually worked, subject to the minimum as set forth in "Section 7.9, Call-Out Pay" above, unless the training is immediately prior to or after the officers start or end time. In this case, the officer will be paid for time actually worked and not subject to the minimum as set forth in Section 7.9, Call-Out Pay.

#### **Section 7.13 No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

### **ARTICLE VIII**

#### **VACATION**

#### **Section 8.1 Eligibility and Allowances**

Police officers earn vacation as follows:

| <b>Length of Continuous Service</b> | <b>Hours per Year</b> | <b>Hours per Month</b> | <b>Hours per Pay Period</b> |
|-------------------------------------|-----------------------|------------------------|-----------------------------|
| 0 – 5 years                         | 80                    | 6.67                   | 3.08                        |
| 6-10 years                          | 120                   | 10                     | 4.62                        |
| 11- 15 years                        | 160                   | 13.33                  | 6.15                        |
| 16 or more years                    | 200                   | 16.67                  | 7.69                        |



Bargaining unit employees will be credited for the vacation hours earned in accordance with the above schedule for each period of employment or partial period of employment, based upon their number of years of service. Accrual rates will be adjusted each anniversary date based upon the number of years of service completed in the prior year.

Vacation hours that will be earned prior to the end of the calendar year shall be available on January 1<sup>st</sup> of that year. Non-probationary bargaining unit employees may schedule up to eighty (80) hours of unearned vacation in a calendar year so long as the time will be earned by December 31<sup>st</sup> of that year. Probationary officers shall only use vacation time accrued since their hire date. For probationary officers, any vacation time provided on January 1 following their date of hire will be prorated from their hire date. Any unused accrued vacation time for non-probationary employees is paid upon separation of employment. Probationary employees who are separated from employment may only be paid for unused vacation time accrued from their start date to separation date. If, upon separation of employment, an officer has taken vacation that he/she has not already accrued, payment for this time will be deducted from the employee's final paycheck. Any vacation time taken, but not earned as of the time of separation shall be withheld from the final paycheck.

### **Section 8.2 Vacation Pay**

The rate of vacation pay shall be the Bargaining Unit Member's regular straight-time rate of pay in effect for the Bargaining Unit Member's regular job classification on the payday immediately preceding the Bargaining Unit Member's vacation.

### **Section 8.3 Vacation Scheduling**

Bargaining Unit Members may make their vacation request prior to December 1<sup>st</sup> for the entire following calendar year. Sergeants shall be included in each round of the scheduling process and shall have first choice prior to bargaining unit members in each round.

First Round: a vacation request may be made in a single one (1) or two (2) week increment only.

Second Round: a vacation request may be made for two (2) weeks from remaining available weeks in one (1) or two (2) week increments only, but selections of two (2) weeks do not have to be consecutive weeks.

Third Round: a vacation request may be made for any remaining vacation to which the individual is entitled.

After each sergeant and Bargaining Unit Member has had the opportunity to make his or her selection in a particular round, the process shall move to the next round. In the case of conflicting requests for vacation among bargaining unit members in any round, seniority shall prevail.

The annual vacation schedule shall be posted on or before January 15<sup>th</sup> of each year. Bargaining Unit Members with accrued vacation remaining may then submit requests for the use of any remaining vacation time that has not been assigned in the annual vacation schedule. Unless otherwise authorized by the Chief of Police, Bargaining Unit Members shall utilize vacation in increments of not less than one (1) workday. Once a vacation schedule is

established, no officer shall be 'bumped' as a result of another officer's subsequent request, regardless of seniority. This paragraph shall not preclude the Chief of Police from canceling vacations during an emergency.

#### **Section 8.4 Vacation Carryover**

The maximum number of vacation hours that may be carried over from December 31<sup>st</sup> to the next calendar year is the amount of vacation the police officer earned in the prior twelve (12) months. If a Bargaining Unit Member has requested vacation and is not able to take vacation due to work requirements to meet the Department's needs, the police officer will be compensated for accumulated vacation time in excess of the amount that may be carried over into the new year, at the rate of pay existing at the time the vacation time was accrued, at the first regular payday of the next year. Unused vacation time may be paid out on the employee's request on the last pay period of the fiscal year.

### **ARTICLE IX HOLIDAYS**

#### **Section 9.1 Holidays**

The following days are designated holidays:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Holidays shall be observed on the actual day of the holiday. If State or Federal law changes any of the dates for the above holidays, the new date will be observed in place of the date listed above. If an approved holiday falls on Saturday, the preceding Friday will be observed as the holiday. If an approved holiday falls on Sunday, the following Monday will be observed as the holiday.

#### **Section 9.2 Holiday Bank**

Employees receive eight hours straight time pay for each holiday, which may be taken as pay or comp at the employee's discretion. Requests to take a fixed holiday off in lieu of this extra compensation are subject to the same prior notice and processing requirements as vacation time.

### **Section 9.3 Holiday Pay**

When required to work on a designated holiday, police officers shall be paid one and one-half (1 ½) times the police officer's regular straight time pay for all hours worked between the hours of 12:01 a.m. to 11:59 p.m. on the holiday and double time for any hours worked as overtime. When a holiday occurs during a police officer's vacation period, the police officer may request to be paid straight time holiday pay that is equal to the number of hours in their normal workday. The holiday pay is in lieu of vacation pay for that day. Such hours will be deducted from the Holiday Bank.

## **ARTICLE X INSURANCE**

### **Section 10.1 Insurance**

All covered police officers are eligible to participate in the Village's health, prescription, dental and life insurance programs effective the first day of the month following their employment on a full-time basis. The Village of Barrington Hills provides and pays for the cost of a comprehensive major medical plan which includes prescription drug benefits for regular, full-time employees and their dependents. The Village reserves the right to change insurance carriers or to self-insure as it deems appropriate, as long as the new coverage and benefits for bargaining unit police officers are substantially similar to those which predated the change. The Village shall continue to provide this benefit to covered employees, spouses and dependents at the Village's expense.

### **Section 10.2 Life Insurance**

The Village shall provide to all covered union members life insurance in the amount at the current rate.

### **Section 10.3 Long Term Disability Insurance**

The Village shall continue to provide long term disability insurance for covered employees at its expense. This benefit shall not be diminished without negotiation with the Chapter.

### **Section 10.4 Additional Insurance Benefits**

Upon mutual agreement between the Bargaining Unit Member and the Village, and in accordance with the terms and conditions of the insurance policy, the Village will continue health insurance coverage during any unpaid leave of absence in excess of thirty (30) days at the police officer's expense, except as provided for police officers on leave under the Family and Medical Leave Act (FMLA). COBRA continuation rights may apply in the event coverage is not extended through the Village. Upon a Bargaining Unit Member's separation from Village employment, at the police officer's option and expense, the police officer may elect to continue Village Health Insurance benefits to the extent provided under COBRA.

### **Section 10.5 Waiver of Health and/or Dental Insurance**

A police officer eligible for health and dental coverage through the Village insurance may waive such coverage in accordance with this Section. Police officers who waive health and/or dental insurance coverage through the Village in accordance with this Section will receive a "waiver payment" as provided in this Section. Such payment shall be equal to fifty (50%) percent of the HMO single premium and/or fifty (50%) percent of the single dental premium, depending upon the coverage waived. Waiver of health and/or dental coverage shall be made annually during the open enrollment period and shall be effective beginning with the renewal date of the insurance coverage and shall remain in effect until the next renewal date. Prior to making a waiver of health insurance, the police officer must show proof of health insurance coverage from another source, which must be provided quarterly. Dental insurance may be waived without proof of other dental insurance coverage. The "waiver payment" will be made by separate check after the close of the insurance year during which such coverage has been waived unless the police officer has requested that the payment be made on his bi-weekly paycheck in amounts equal to 1/26<sup>th</sup> of the annual amount.

### **Section 10.6 Terms of Insurance Policies to Govern**

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any Bargaining Unit Member, and nothing in this Section shall relieve the Village of its obligation to provide and maintain coverage as specified in this Article.

## **ARTICLE XI**

### **SICK LEAVE**

#### **Section 11.1 Purpose**

The purpose of sick leave is to provide the Bargaining Unit Member with protection against loss of income due to personal sickness or injury, or for necessary care of a Bargaining Unit Member's immediate family, or medical consultations which prevent the performance of normal job duties.

Sick leave may be taken because of personal illness, disability, or for the necessary care of the Bargaining Unit Member's immediate family. Sick leave may also be used for physical examinations and medical consultations and in situations where the use of a prescription drug would impair performance or safety. Police officers scheduled to work a fixed shift on days

should make every effort to schedule physical exams and non-emergency medical consultations for non-duty time.

Sick leave may also be used for physical examinations and medical consultations and in situations where the use of a prescription drug would impair performance or safety. Bargaining Unit Members should make every effort to schedule physical exams and non-emergency medical consultations for non-duty time.

### **Section 11.2 Sick Leave Accrual**

Bargaining Unit Members accrue sick leave benefits at the rate of twelve (12) hours for each month of employment. Each December 31st, a police officer shall have the right to carry over sick leave into the next calendar year.

### **Section 11.3 Sick Leave Usage**

Each police officer needing to take a day of sick leave, shall notify his/her supervisor or their designee at least two (2) hours prior to the beginning of that union member's shift, of the estimated amount of sick leave time required, and the reason for the leave. Failure to so notify the supervisor shall cause the supervisor to categorize that day as absent without leave, unless additional justifiable information is provided. In the event that the Village policy conflicts with the Agreement, the Agreement shall prevail.

The Chief of Police may require a doctor's certificate when a union member is absent for a period in excess of three (3) consecutive days. The Chief may also request the opinion of a second doctor at the Village's expense to determine the union member's fitness for duty and whether there is any physical or mental condition that impairs his/her ability to perform the essential functions of the job.

Union Members who use all their accumulated sick leave and require more time off work due to illness or injury may, with the approval of the Chief of Police, use accumulated vacation. In accordance with this agreement, the union member may request leave without pay.

## **ARTICLE XII LEAVE OF ABSENCE**

### **Section 12.1 Leave Without Pay**

The Village may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as caring for an ill relative, pursuing an education, or fulfilling a military obligation in excess of fifteen (15) days per year. Leave without pay for purposes of other employment will not be authorized.



Police officers must have completed their probationary period to be eligible for such leave. Leave may be granted with the recommendation of the Chief of Police, and with the approval of the Village President, subject to the following requirements:

- (1) Leave may be granted to a police officer for a period not to exceed ninety (90) days, upon the approval of the Village President. Further extensions may be granted at the discretion of the Village President.
- (2) Accrued compensatory time, if any, must be exhausted prior to the taking of any leave without pay.
- (3) A police officer's benefits may be suspended during the period of unpaid leave that extends beyond thirty (30) days until the police officer returns to work. In certain circumstances, the Village may continue to pay its portion for insurance coverage, or the police officer may be required to pay the entire insurance premium. Vacation, sick leave and/or any other benefits do not accrue while a police officer is on leave without pay for more than thirty (30) days, except that insurance benefits may continue for a regular full-time police officer on leave pursuant to the Family and Medical Leave Act.
- (4) A police officer that fails to report to duty promptly at the end of unpaid leave shall be presumed to have resigned. A police officer returning from a temporary disability leave may, at the Village's option, return to the same position or a similar position at a comparable rate of pay.
- (5) If the leave without pay is due to an illness, the Village may require a doctor's certificate stating that the police officer is capable of returning to work and performing the essential work, duties and responsibilities of the police officer's position.

### **Section 12.2 Bereavement Leave**

Bargaining Unit Members will be given paid leave to attend the funeral of an immediate family member and to attend to necessary business associated with the death of the family member and funeral. Immediate family includes the police officer's spouse, child (natural or adopted), stepchild, parent, brother or sister, mother or father-in-law, son or daughter-in-law, brother or sister-in-law, grandparents or grandchildren, any person who has resided at the officer's home for at least 12 consecutive months, or any other person designated by the Chief of Police. In the event of the death of a family member during previously scheduled paid leave, the paid leave will be returned to the employee's leave bank for duration of any paid bereavement leave.

Such paid leave shall be three (3) days, except that the Chief of Police may authorize up to an additional two (2) days if extended travel is required. The Chief of Police, at his discretion, may also authorize bereavement leave without pay for the time necessary to attend the funeral of a close family member not defined as an immediate family member.

### **Section 12.3 Jury Leave**

Bargaining Unit Employees shall be granted time off with pay to serve on a jury. If a union member is summoned during a critical work period, the Department may ask the union member to request a waiver or rescheduling of the duty. Payment for jury duty shall be signed over to the Village in order to receive Village pay while on jury duty, if the jury duty occurred during the union members work hours.



#### **Section 12.4 Administrative Leave**

The Chief of Police may place a police officer on paid administrative leave with pay for an indefinite period of time. Such leave shall be on a case-by-case basis as determined by the Chief of Police to be in the best interests of the Village during the pendency of an investigation or other administrative proceedings.

#### **Section 12.5 Military Leave**

Military leave shall be granted in accordance with applicable State and Federal laws. No loss of seniority will occur during these absences.

#### **Section 12.6 Maternity Leave**

Full-time female Bargaining Unit Members who have been employed for at least twelve (12) months shall be entitled for up to twelve (12) weeks unpaid maternity leave for the birth and care of their newborn child. An Bargaining Unit Member's health insurance benefits shall remain in effect during the duration of the leave under the same terms as if the employee was actively employed.

#### **Section 12.7 Application for Leave**

A request for leave shall be in writing to the Chief of Police as far in advance as practicable, stating the reason and amount of time requested. Leave may be granted with the approval of the Village President. Any additional extension will be at the discretion of the Chief of Police with the approval of the Village President.

### **ARTICLE XIII**

#### **WAGES**

#### **Section 13.1 Wage Schedule**

Bargaining Unit Members shall be compensated in accordance with the wage schedules attached to this Agreement as Appendix A. Employees with previous law enforcement experience may be hired at step 1, or moved up to any step up to and including step 6 at the discretion of the Chief of Police. Step increases for all employees shall be on their anniversary date. Paydays shall be on the 15th and last day of each month.

All wages shall be retroactive to January 1, 2011. Said retroactive check shall be issued within thirty (30) days of execution of this Agreement.

#### **Section 13.2 Special Assignment Compensation**

##### **Field Training Officer**

Effective upon the beginning of the first payroll period following the execution of this Agreement, for each workday a Bargaining Unit Member is assigned to function as a Field Training Officer (FTO) for a probationary union member and actually performs

such function; such Bargaining Unit Member shall be compensated an additional one (1) hour of compensatory straight time pay for each day they actually supervise and train a probationary union member. A Bargaining Unit Member who is certified as an FTO, but not performing FTO duties on a given workday shall be ineligible for any FTO compensation for that day.

#### Detective

Bargaining Unit Members covered under this agreement assigned to the Investigations Section as a Detective shall receive \$800 annually from the Village for clothing expenses in the form of two payments of \$400 in May, and \$400 in October. A Detective shall not receive the October clothing allowance when he is scheduled to be rotated out of the Investigations Section in January of the upcoming year. This does not include Bargaining Unit Members assigned in an investigative position with an external or multi-jurisdictional unit.

### **Section 13.3 Officer In Charge Compensation**

In the event that no street level lieutenant or sergeant is present and on duty, a Bargaining Unit Member shall be designated by the Chief of Police or his designee to serve as the Officer in Charge (OIC). The OIC shall earn an additional half-hour of compensatory time for up to three (3) hours while functioning as an OIC; one (1) hour of compensatory time for three (3) to six (6) hours while they are functioning as an OIC; and 1.5 hours of compensatory time for over six (6) hours while they are functioning as an OIC. For purposes of this section, the term street level lieutenant or sergeant is defined as a lieutenant or sergeant who is assigned to supervise a team of patrol officers, and who is not on light duty, nor assigned in an administrative capacity.

No member of the bargaining unit who is in an acting capacity shall have any authority to respond to any grievances being processed in accordance with this Agreement, nor to take any action or make any statement, agreement, settlement or representation which shall place any duty or obligation on the Village or Police Department while acting under this Section. The Chief of Police or his designee shall determine who and when an officer will be assigned as an OIC in accordance with this Section.

### **Section 13.4 Holiday Bonus**

The Village shall provide to bargaining unit members the same annual holiday bonus, gift or present, if any, that it provides to other Village employees.

## **ARTICLE XIV**

### **DISCIPLINE**

#### **Section 14.1 Discipline**

The Village agrees that disciplinary action shall generally be progressive in nature and intended as a corrective measure. Giving consideration to the severity of the infraction, disciplinary actions may include the following:

- Verbal Warning: A verbal warning is a counseling session between the police officer's supervisor and the police officer on the subject of the police officer's conduct and performance, or his/her failure to observe a rule, regulation, or administrative instruction. It is intended to increase a police officer's efficiency and value to the Village by changing the police officer's conduct, attitude, habits, or work methods. Following the counseling session, the supervisor shall document the verbal warning. The supervisor shall provide a copy of the document to the police officer.
- Written Reprimand: A written reprimand is a formal written disciplinary action for misconduct, inadequate performance, or repeated lesser infractions. Written reprimands shall be placed in the police officer's personnel file with a copy provided to the police officer.
- Suspension: A suspension is a temporary, unpaid absence from duty that may be imposed as a penalty for significant misconduct or repeated lesser infractions. Suspensions may be issued by the Chief of Police.
- Discharge/Termination: If the Village has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Any disciplinary action taken against an employee shall be for just cause and is subject to the grievance procedure of this Agreement.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

#### **Section 15.1 Ratification and Amendment**

This Agreement shall become effective when ratified by the Village and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

#### **Section 15.2 No Discrimination**

Neither the Employer nor the Union shall contrary to law discriminate against employees because of membership or non-membership in the Union; because of participation or nonparticipation in Union activities, because of their race, sex, sexual orientation, national origin, religion, physical or mental disability, the perception of mental disability, age, marital status, veteran status, political affiliation or any other basis prohibited by applicable federal, state or local fair employment laws or regulations. Any claimed violation of this provision may be grieved through step three of the grievance procedure. The claimed violation is not be subject to arbitration but shall instead be subject to the enforcement in the applicable court, administrative agency, or other legal body. It is not a prerequisite for such legal action that a grievance be filed by the employee or employees.

Both the Union and the Village agree that there shall be no discrimination because of race, color, religion, sex, national origin or disabilities.

### **Section 15.3 Reimbursement for Expenses**

Per Diem: Meals will be paid at the following rates: Breakfast \$7.00 Lunch \$13.00 Dinner \$20.00. In order to receive a per diem allowance the following guidelines will apply: For breakfast, the employee must be on travel status and/or leave the Village Hall or residence (if reporting directly to a destination other than the department) prior to 6:00 A.M. For lunch, the employee must be away at another location than Barrington Hills for a full day training seminar/class. For dinner, the employee must be on travel status and/or arrive back at the Village Hall or residence (if traveling directly from a destination other than the department) after 7:00 P.M. No per diem will be paid when an employee is provided a meal as part of the event he/she is attending.

When an employee will be on travel status, they should submit a Reimbursement Form at least one month prior to departing when possible. Whenever possible, the daily per diem will be issued to the employee prior to departure. Any meal costs more than the allotted per diem rate will be borne by the employee and not reimbursable. If necessary, reimbursement will be paid to the employee upon their return to work, following submission of the reimbursement form.

#### **Mileage - Official Business**

When it is necessary for an employee to travel to a department-designated school, seminar, or training function (other than at the Village Hall), and use the employee's personally owned vehicle, the Village will reimburse the employee according to IRS established rates only when permission is received by the on duty supervisor or Chief of Police, to use a personally owned vehicle. Permission to use a personally owned vehicle shall only be granted when the on duty supervisor or Chief of Police determines a Village vehicle is not available. Mileage will be determined from the Village Hall to the required destination and back to the Village Hall. This rate will be evaluated yearly.

#### **Hotel Accommodations**

If an employee does not honor a guaranteed room reservation, the employee involved is responsible for paying the charges for the guaranteed reservation and will not be reimbursed for this charge. However, if the Village is the cause of the reservation not being honored, then the Village will pay the guaranteed charges.

#### **Other Expenses**

Other reimbursable expenses for official business are telephone calls, parking fees, bridge, road and tunnel tolls, taxi fares and other reasonable expenses. If at all possible, receipts must be presented in the employee's request for reimbursement.

#### **Employee Responsibility**

It is the employee's responsibility to accurately report all expenses incurred while on official business. Any fraudulent misrepresentation will be cause for disciplinary and/or legal action.

All such travel shall have the prior approval of the Chief of Police in order to qualify for reimbursement. The Village may establish reasonable rules or limits on such expenses. Any fraudulent misrepresentation will be cause for disciplinary action and / or legal action.

#### **Section 15.4 Outside Employment**

Police officers shall not, directly or indirectly, engage in any outside employment or have any financial interests that may conflict with the Village or interfere with the police officer's ability to perform the assigned Village job.

A police officer, who chooses to have an additional job, contractual commitment or self-employment, may do so provided the police officer obtains prior approval from the Chief of Police. Such approval shall not be unreasonably denied.

The Department / Village reserves the right to limit and prohibit off-duty employment which is covered in GO 6021 (Secondary Employment) which may be updated from time to time as necessary for the efficient operation of the Department.

#### **Section 15.5 Probationary Period**

All newly hired police officers shall enter a probationary period that is considered an integral part of the selection and evaluation process. During the probationary period a police officer shall be required to demonstrate suitability for the position through actual work performance. Termination of a probationary period is not subject to the grievance procedure.

The normal probationary period shall be twelve (12) months from the police officer's date of hire. Such probationary period may be extended if mutually agreed between the Bargaining Unit Member and the Village.

#### **Section 15.6 Tuition Reimbursement**

The Village offers an educational assistance program designed to provide you with financial support to pursue specific courses and educational programs, which will enhance your skills in current or future work-related areas. Regular, full-time employees may be reimbursed for tuition costs for courses taken at an approved and accredited institution.

To be eligible for educational assistance, each employee must meet the following criteria:

- (a) The employee's immediate Supervisor must approve the desired course and the Department Head prior to commencement. Any disapproval will be communicated to the employee by the immediate Supervisor.
- (b) The employee must be a regular full-time employee who is not on sick leave or workers' compensation leave when enrolled in the course.
- (c) The course to be taken must be directly related to the employee's job or part of an approved institutional degree program.
- (d) The employee must complete each approved course with a grade of "C" or better prior to reimbursement. For pass/fail courses, pass will suffice for reimbursement.
- (e) Courses must be taken only at approved accredited universities, colleges, or technical schools.

The Village will provide reimbursement for tuition and books only, provided the employee returns to the Department of Administration his grade slip showing a "C" grade or better completed by the school, and receipts showing actual amount paid for tuition. In the event an



employee is eligible for educational assistance from another agency (e.g. government assistance to veterans), the Village will only reimburse the tuition not covered by that agency.

#### **Section 15.7 Compensation Upon Separation**

When an individual's employment with the Village ceases, the Bargaining Unit Member will receive the following compensation:

- (a) Wages for all hours worked up to the time of separation that has not been paid.
- (b) Holiday pay that has been earned but unpaid.
- (c) Payment of any accrued but unused vacation and compensatory time.

#### **Section 15.8 Wellness Incentive Program**

The Village will pay Bargaining Unit Members \$240 per year when the officer submits written documentation indicating they have visited a health club a minimum of 96 times during a 12-month period.

### **ARTICLE XVI UNIFORMS**

#### **Section 16.1 Original Issue of Equipment**

The parties agree that each new police officer hired by the Village of Barrington Hills Police Department shall be issued as his initial allocation of equipment, the equipment listed in Appendix C attached hereto and by reference incorporated herein.

#### **Section 16.2 Uniforms and Equipment**

The Village agrees to replace or repair any and all equipment or clothing as identified in Appendix C that is or has been issued to the police officer upon a showing to the Chief of Police that such items need to be replaced or repaired. The Village agrees that when requested to repair or replace the covered items, such request shall not be unreasonably denied by the Chief of Police or his designee. Property furnished to the police officer remains the property of the Village such that upon termination or retirement, all such property must be returned to the Village before payment of the final paycheck. The police officer shall be required to maintain and clean all such equipment or clothing at the police officer's expense.

#### **Section 16.3 Reimbursement For Destruction Of Wristwatches, etc.**

As pertains to this Section 16.3, personal property required to be carried on duty by a police officer shall be limited to a wristwatch and, if needed for the police officer to perform their duties, prescription eyeglasses, or contact lenses and non-prescription sunglasses. Such personal property shall be repaired or replaced at a reasonable price, in the event of damage as a result of police duties. The parties agree that the replacement costs for personal property required to be carried on duty shall be the actual cost paid by the police officer for the replacement, but not to exceed \$100.00 for a wristwatch, and \$250.00 for prescription eyeglasses or contact lenses and not to exceed \$25.00 for non-prescription sunglasses. Police



officers covered by this agreement shall only be reimbursed for the above listed items that are damaged as a result of police duties. Police officers shall report the damage to such listed personal property in writing to a supervisor prior to the end of the shift during which the damage occurred.

Any covered police officer requesting reimbursement for such damage shall provide a written receipt to the Chief of Police or his designee.

#### **Section 16.4 Threat Level IIIA Vests**

The Village shall provide all covered police officers with a minimum Threat Level IIIA protective vest as part of their original equipment upon hire. Any officer hired prior to the date this agreement is ratified who has a protective vest with less than Threat Level IIIA, shall receive a Threat Level IIIA when their current protective vest will be expiring in accordance terms of this section. A police officer may upgrade their vest at the police officer's expense. The Village shall replace vests that are shot or damaged pursuant to police duties, unless replaced by the manufacturer of the vest. Additionally, the Village shall replace vests that have passed their expiration date. The Village shall be required to place an order for a replacement vest prior to the expiration date, but only if the Village has been notified by the officer at least ninety (90) days before the expiration date that such expiration date is approaching. If such ninety (90) day notice is not provided to the Village, the Village shall endeavor to place the order for the replacement vest within a reasonable time period. The Department shall be responsible for replacement of the outer carrier if the officer desires an outer vest carrier.

### **ARTICLE XVII**

#### **MAINTENANCE OF BENEFITS**

All direct economic and non-economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Employer shall notify the Chapter of its intention to change them. Upon such notification and if requested by the Chapter, the Employer shall meet and discuss such change before it is finally implemented by the Employer. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Chapter becomes aware of such a change and has not received notification from the Employer, the Chapter must notify the Employer within thirty (30) days of the date the Chapter became aware of such change and request discussions or such inaction shall act as a waiver of the right to participate in such discussions by the Chapter. If no agreement is reached within thirty (30) calendar days after discussions begin, Chapter shall have the right to refer the dispute over the change for Arbitration as set forth in Section 14 of the Illinois Public Labor Relations Act; the parties agree that the Employer shall have the right to temporarily implement the change during the period of said bargaining and article of arbitration.

### **ARTICLE XVIII**

#### **SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any

existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or legislation and the remaining parts or portions of this Agreement shall remain in full force and effect and the parties, upon the request of either party, shall meet to negotiate possible changes in the terms and conditions affected by such action.

## **ARTICLE XIX**

### **ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right opportunity are set forth in this Agreement.

## **ARTICLE XX**

### **TERMINATION**

This Agreement shall be effective upon execution by both parties and shall remain in force and effect until December 31, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, or hand delivery, at least one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. The notice shall be considered as given as of the date shown on the post mark, or the date of hand delivery, in which case a written, dated receipt shall be made. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties.

---

Joseph Andalina, President  
Metropolitan Alliance of Police

---

Village President

---

Officer Gary Deutsche, President  
M.A.P. Union 576

---

Village Clerk

## APPENDIX A

### WAGE SCHEDULE

Police officers shall receive a pay increase as indicated on the following scale:

| <b>2011<br/>1%</b>    |    | <b>Annual</b> | <b>Hourly</b> | <b>Monthly</b> | <b>Pay<br/>Period</b> |
|-----------------------|----|---------------|---------------|----------------|-----------------------|
| ORIENTATION           | G1 | \$55,372.22   | \$26.6202     | \$4,614.35     | \$2,307.18            |
| START 2ND YEAR        | G2 | \$61,421.55   | \$29.5285     | \$5,118.46     | \$2,559.23            |
| START 3RD YEAR        | G3 | \$66,372.70   | \$31.9087     | \$5,531.06     | \$2,765.53            |
| START 4TH YEAR        | G4 | \$71,781.25   | \$34.5089     | \$5,981.77     | \$2,990.89            |
| START 5TH YEAR        | G5 | \$76,477.93   | \$36.7668     | \$6,373.16     | \$3,186.58            |
| START 6TH YEAR        | G6 | \$81,497.06   | \$39.1798     | \$6,791.42     | \$3,395.71            |
| <b>2012<br/>2.00%</b> |    | <b>Annual</b> | <b>Hourly</b> | <b>Monthly</b> | <b>Pay<br/>Period</b> |
| ORIENTATION           | G1 | \$56,479.66   | \$27.1526     | \$4,706.64     | \$2,353.32            |
| START 2ND YEAR        | G2 | \$62,649.98   | \$30.1190     | \$5,220.83     | \$2,610.42            |
| START 3RD YEAR        | G3 | \$67,700.15   | \$32.5469     | \$5,641.68     | \$2,820.84            |
| START 4TH YEAR        | G4 | \$73,216.88   | \$35.1991     | \$6,101.41     | \$3,050.70            |
| START 5TH YEAR        | G5 | \$78,007.49   | \$37.5022     | \$6,500.62     | \$3,250.31            |
| START 6TH YEAR        | G6 | \$83,127.00   | \$39.9634     | \$6,927.25     | \$3,463.63            |
| <b>2013<br/>2.50%</b> |    | <b>Annual</b> | <b>Hourly</b> | <b>Monthly</b> | <b>Pay<br/>Period</b> |
| ORIENTATION           | G1 | \$57,891.65   | \$27.8315     | \$4,824.30     | \$2,412.15            |
| START 2ND YEAR        | G2 | \$64,216.25   | \$30.8720     | \$5,351.35     | \$2,675.68            |
| START 3RD YEAR        | G3 | \$69,392.65   | \$33.3606     | \$5,782.72     | \$2,891.36            |
| START 4TH YEAR        | G4 | \$75,047.30   | \$36.0790     | \$6,253.94     | \$3,126.97            |
| START 5TH YEAR        | G5 | \$79,957.68   | \$38.4397     | \$6,663.14     | \$3,331.57            |
| START 6TH YEAR        | G6 | \$85,205.18   | \$40.9625     | \$7,100.43     | \$3,550.22            |
| <b>2014<br/>3.00%</b> |    | <b>Annual</b> | <b>Hourly</b> | <b>Monthly</b> | <b>Pay<br/>Period</b> |
| ORIENTATION           | G1 | \$59,628.40   | \$28.6675     | \$4,969.03     | \$2,484.52            |
| START 2ND YEAR        | G2 | \$66,142.74   | \$31.7994     | \$5,511.89     | \$2,755.95            |
| START 3RD YEAR        | G3 | \$71,474.43   | \$34.3627     | \$5,956.20     | \$2,978.10            |
| START 4TH YEAR        | G4 | \$77,298.72   | \$37.1628     | \$6,441.56     | \$3,220.78            |
| START 5TH YEAR        | G5 | \$82,356.41   | \$39.5944     | \$6,863.03     | \$3,431.52            |
| START 6TH YEAR        | G6 | \$87,761.34   | \$42.1929     | \$7,313.44     | \$3,656.72            |

Annual wages are calculated upon 2080.08 hours per year. Wages are retroactive to January 1, 2011.

## **APPENDIX B**

### **SENIORITY LIST**

The Village shall provide the Union with a seniority list on an annual basis by September 1<sup>st</sup> of each year.

| <b>Officer</b>    | <b>Seniority Date</b> |
|-------------------|-----------------------|
| Hammelmann, Gary  | 3/1/1983              |
| Caputo, Dominic   | 6/30/1986             |
| Stokes, Erik      | 7/1/1999              |
| Baird, Brian      | 10/16/2001            |
| McKinney, Patrick | 4/16/2005             |
| Hensler, Jeremy   | 4/29/2005             |
| Ruffin, Ronald    | 8/1/2005              |
| Deutschle, Gary   | 1/1/2006              |
| Parada, Sabas     | 7/1/2006              |
| Johnson, Mark     | 7/1/2007              |
| Klasen, Catherine | 4/1/2008              |
| Currie, Jason     | 2/1/2010              |

## APPENDIX C

### EQUIPMENT LIST

1 threat level IIIA protective vest with carrier if desired

1 duty weapon

3 uniform shirts (short sleeve)

3 uniform shirts (long sleeve)

3 pair uniform pants

3 pair BDU/cargo pants

1 pair BDU shorts

2 BH PD polo shirt

1 pair summer boots/shoes

1 pair winter boots

1 winter cruiser type jacket w/ lining

1 sweater or fleece type jacket

2 badges

1 wallet and badge

2 nameplates

1 garrison belt

1 duty belt

4 belt keepers

1 pair handcuffs

1 handcuff case

1 O.C. canister and holder

1 necktie (clip-on)

1 Barrington Hills tie bar

1 expandable baton w/ scabbard

1 radio holder

1 holster

2 magazine pouches

1 five star hat

1 department baseball style hat

1 department skull cap

1 hat shield

1 winter mouton hat

1 raincoat with optional rain pants

1 traffic vest

4 Under Armour turtle neck shirts

4 Under Armour heat gear shirts

Duty bag

Leather gloves

Rechargeable LED Flashlight w/Carrier

Key Holder/Key Clip

Medical Glove Carrier



**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

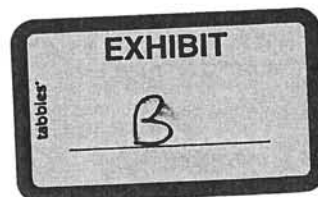
METROPOLITAN ALLIANCE OF POLICE, )  
BARRINGTON HILLS CHAPTER 576, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
VILLAGE OF BARRINGTON HILLS, )  
 )  
Defendant. )

**STIPULATED JUDGMENT**

The Plaintiff, Metropolitan Alliance of Police, Barrington Hills Chapter 576 ("Union") and the Defendant Village of Barrington Hills ("Plaintiff") hereby stipulate to the following judgment that will be entered against the Defendant Village of Barrington Hills.

**THE COURT HEREBY ORDERS:**

1. The Village to pay seventy-eight thousand dollars and zero cents (\$78,000) (which represents \$75,000 in attorneys' fees and \$3,000 in costs).
2. The attorneys' fees and/or costs referenced in paragraph 1 will be paid directly to the Law Offices of Steven Calcaterra & Associates, P.C. Client Trust Account (IOLTA), within ten calendar (10) days of this Order.
3. The Village to pay the Union's reasonable costs and attorneys' fees spent in connection with entering and enforcing this Stipulated Judgment. The Court will retain jurisdiction over this matter to determine the exact amount of reasonable costs and attorneys' fees owed the Union pursuant to this paragraph, and will issue a supplemental Order at the



appropriate time specifying the reasonable costs and attorneys' fees owed under this paragraph.

---

Metropolitan Alliance of Police  
Barrington Hills Chapter 576

---

Date:

*R. T. Rhodine Clerk*

Village of Barrington Hills

*October 17, 2013*

---

Date: