

IN THE MATTER OF ARBITRATION

BETWEEN

Village of Barrington Hills

ARBITRATION AWARD:

Illinois Interest Arbitration S-MA-10-³⁷⁸~~3778~~_{dm}

Police Officers Barrington Hills

AND

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

**Before Raymond E. McAlpin,
Neutral Arbitrator
Raymond Garza, Union Arbitrator
Robert Abboud, Employer Arbitrator**

APPEARANCES

**For the Union: Steve Calcaterra, Attorney
K. Carlson, Attorney**

**For the Employer: Thomas McGuire, Attorney
Jolanta Zinevich, Attorney**

PROCEEDINGS

The Parties were unable to reach a mutually satisfactory settlement of their negotiations covering the new contract and, therefore, submitted the matter to arbitration pursuant to the Illinois Public Employee Labor Relations Act. The Parties did not request mediation services. The hearings were held in Barrington Hills, Illinois through 2011 and 2012. At

these hearings the Parties were afforded an opportunity to present oral and written evidence, to examine and cross-examine witnesses, and to make such arguments as were deemed pertinent. The Parties stipulated that the matter is properly before the Arbitrator. Final briefs were received on May 28, 2012.

STATUTORY CRITERIA

- (h) Where there is no agreement between the Parties, or where there is an agreement but the Parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and the wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:
1. The lawful authority of the Employer.
 2. Stipulations of the Parties.
 3. The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
 4. Comparison of the wages, hours and conditions of employment of the employees involved in the Arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other

employees generally:

- A. In public employment in comparable communities.
 - B. In private employment in comparable communities.
 - 5. The average consumer prices for goods and services, commonly known as the cost of living.
 - 6. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
 - 7. Changes in any of the foregoing circumstances during the pendency of the Arbitration proceedings.
 - 8. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, Arbitration or otherwise between the Parties, in the public service or in private employment.
- (I) In the case of peace officers, the arbitration decision shall be limited to wages, hours and conditions of employment and shall not include the following: (I) residency requirements; (ii) the type of equipment, other than uniforms, issued or used; (iii) manning; (iv) the total number of employees employed by the department; (v) mutual aid and assistance agreements to other units of government; and (vi) the

critterion pursuant to which force, including deadly force, can be used; provided, nothing herein shall preclude an arbitration decision regarding equipment or manning levels if such decision is based on a finding that the equipment or manning considerations in a specific work assignment involve a serious risk to the safety of a peace officer beyond that which is inherent in the normal performance of police duties. Limitation of the terms of the arbitration decision pursuant to this subsection shall not be construed to limit the factors upon which the decision may be based, as set forth in subsection (h).

10) The Arbitrator shall base his findings and decision upon the applicable factors set forth in Section 14(h) of the Illinois State Labor Relations Act. The Arbitrator shall issue his award within sixty (60) days after submission of the post-hearing briefs or any agreed upon extension requested by the Arbitrator. The Arbitrator shall retain the entire record in this matter for a period of six months or until sooner notified by both parties that retention is no longer required.

11) Nothing contained herein shall be construed to prevent negotiations and settlement of the terms of the contract at any time, including prior, during, or subsequent to the arbitration hearing.

12)The parties represent and warrant to each other that the undersigned representatives are authorized to execute on behalf of and bind the respective parties they represent.

ISSUES

See below.

DISCUSSION AND OPINION

The role of an Arbitrator in an interest arbitration is substantially different from that in a grievance arbitration. Interest arbitration is a substitute for a test of economic power between the Parties. The Illinois legislature determined that it would be in the best interest of the citizens of the State of Illinois to substitute interest arbitration for a potential strike involving public safety employees. In an interest arbitration, the Arbitrator must determine not what the Parties would have agreed to, but what they should have agreed to, and, therefore, it falls to the Arbitrator to determine what is fair and equitable per issue in this circumstance. The statute provides that the Arbitrator must choose the last best offer of one side over the other. The Arbitrator must find for each final offer which side has the most equitable position. We use the term “most equitable” because in some, if not all, of last best offer interest arbitrations, equity does not lie exclusively with one side or the other. The Arbitrator is precluded from fashioning a remedy of his choosing. He must by statute choose item by item that which he finds most equitable under

all of the circumstances of the case. The Arbitrator must base his decision on the combination of 8 factors contained within the Illinois revised statute (and reproduced above). It is these factors that will drive the Arbitrator's decision in this matter. In this case we have a tripartite panel therefore the neutral Arbitrator must choose either the Union Arbitrator's or Employer Arbitrator's position otherwise there is no resolution of the dispute.

Prior to analyzing each open issue, the Arbitrator would like to briefly mention the concept of status quo in interest arbitration. When one side or another wishes to deviate from the status quo of the collective bargaining agreement, the proponent of that change must fully justify its position, provide strong reasons, and a proven need. It is an extra burden of proof placed on those who wish to significantly change the collective bargaining relationship. In the absence of such showing, the party desiring the change must show that there is a quid pro quo or that other groups comparable to the group in question were able to achieve this provision without the quid pro quo. In addition to the above, the Party requesting change must prove that there is a need for the change and that the proposed language meets the identified need without posing an undue hardship on the other Party or has provided a quid pro quo, as noted above. In addition to the statutory criteria, it is this concept of status quo that will also guide this Arbitrator when analyzing the respective positions. Many of the open items in this matter come under the status quo and are subject to the requirements above.

EXTERNAL COMPARABLES

With respect to the external comparables, any proposed comparables will be difficult to change in the future. The purpose for this is to provide some consistency and continuity in the Collective Bargaining process. The appropriate group will be Villages and Towns economically and geographically similar to Barrington Hills. Also common size and recruiting similarities. Barrington Hills has some unique features which makes this a difficult task. The Employer concentrated on the economic criteria and the Union concentrated on the geographic criteria.

The Union proposed the following:

Algonquin

Barrington

Carpentersville

Hoffman Estates

South Barrington

The Employer proposed the following:

Lincolnshire

Lake Bluff

Parties agreed to the following:

East Dundee

Fox River Grove

The Arbitrator has found the following communities meet at least some of the criteria noted above for appropriate External Comparables. Barrington Hills is a unique community in that the minimum lot size is 5 acres and many lots being much bigger. Also the village is in four counties. The department must cover a large geographic area with relatively few residents. The Union has asked for five additional comparables and the Employer two. Given the circumstances of this case the Neutral Arbitrator finds that instead of finding which comparables should be included it is more proper to inquire as to which should be excluded.

The record shows that some if not most of the proposed do not exactly match the geographical considerations and some do not quite match the economic considerations but not to the point that they should be excluded. Therefore the Neutral Arbitrator has concluded that all of the proposed comparables cannot be excluded.

In addition to the above this Arbitrator has had INT/ARB cases with the major union's representing police units state wide, county, city and municipality those being MAP

- FOP- PBPA and IBT. The Arbitrator must consider language proposed in this case with language generally found in those agreements at least in Illinois.

INTERNAL COMPARABLES

The Village relies to a great extent on its internal pattern. This Arbitrator has found in a number of arbitrations that internal comparables generally are not directly comparable to police units with the possible exception of firefighters. These units are involved in public safety and are often put at great personal risk in carrying out their assigned duties. This Arbitrator has often found that clerical units, court units, Department of Public Works units, etc. are not directly comparable to police units.

Finally, before the analysis the Arbitrator would like to discuss the cost of living criterion. This is difficult to apply in this Collective Bargaining context. The weight placed on cost of living varies with the state of the economy and the rate of inflation. Generally, in times of high inflation public sector employees lag the private sector in their economic achievement. Likewise, in periods of time such as we are currently experiencing public sector

employees generally do somewhat better not only with respect to the cost of living rate, but also vis-a-vis the private sector. In addition, the movement in the consumer price index is generally not a true measure of an individual family's cost of living due to the rather rigid nature of the market basket upon which cost of living changes are measured. Therefore, this Arbitrator has joined other arbitrators in finding that cost of living considerations are best measured by the external comparables and wage increases and wage rates among those external comparables. In this matter the Union has proposed an amount comparable to the cost of living and the Employer has proposed a less than cost of living increase.

AWARD

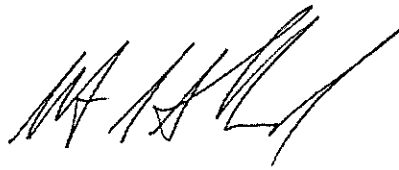
Under the authority vested in the Arbitrator by Section XIV of the Illinois Public Employees Labor Relations Act the Tripartite Panel made the above findings including the Tentative Agreements by a majority of the panel.

Dated at Chicago, Illinois this DAY of, 21 January, 2013

Each Arbitrator circle one below:

_____ Concur/Dissent

Raymond E. McAlpin, Arbitrator



_ Concur/Dissent

Robert Abboud, Employer Arbitrator

_____ Concur/Dissent

Raymond Garza, Union Arbitrator

DECISIONS REGARDING SPECIFIC PROVISIONS

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 layoff 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 1/24th 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 layoff 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 1st 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 1st 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 15th, 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. covered by this agreement assigned to ten (10) hour workdays shall work eight (8) worked Bargaining Unit Member ays 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:

<u>Years of Service</u>	<u>Longevity Pay Amount</u>
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 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:

Length of Continuous Service	Hours per Year	Hours per Month	Hours per Pay Period
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

Union members 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 1st of that year. Non-probationary union members may schedule up to eighty (80) hours of unearned vacation in a calendar year so long as the time will be earned by December 31st 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 1st 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 15th 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 31st 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 dependants 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 1/26th 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 Members 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.

All wages shall be retroactive to January 1, 2011.

Arbitrators Note: By Agreement of the parties, this wage scale is subject to the decision in S-CA-10-1089, which was filed before the Illinois Labor Relations Board and is now pending before the Illinois Appellate Court. If the decision results in an increase in wages, then the wages in Appendix A are subject to any increase in wages that may be ordered. After that increase, if any, there is a 1% increase for 2011, 2% increase for 2012, 2 ½ % increase for 2013 and 3% in 2014.

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.

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.

**APPENDIX A
WAGE SCHEDULE**

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

2011		Annual	Hourly	Monthly	Pay Period
1%					
ORIENTATION	G1	\$54,286.49	\$26.0993	\$4,523.87	\$2,261.94
START 2ND YEAR	G2	\$60,217.21	\$28.9506	\$5,018.10	\$2,509.05
START 3RD YEAR	G3	\$65,071.27	\$31.2843	\$5,422.61	\$2,711.30
START 4TH YEAR	G4	\$70,373.77	\$33.8335	\$5,864.48	\$2,932.24
START 5TH YEAR	G5	\$74,978.36	\$36.0473	\$6,248.20	\$3,124.10
START 6TH YEAR	G6	\$79,899.08	\$38.4130	\$6,658.26	\$3,329.13

2012		Annual	Hourly	Monthly	Pay Period
2.00%					
ORIENTATION	G1	\$55,372.22	\$26.6213	\$4,614.35	\$2,307.18
START 2ND YEAR	G2	\$61,421.55	\$29.5296	\$5,118.46	\$2,559.23
START 3RD YEAR	G3	\$66,372.70	\$31.9099	\$5,531.06	\$2,765.53
START 4TH YEAR	G4	\$71,781.25	\$34.5102	\$5,981.77	\$2,990.89
START 5TH YEAR	G5	\$76,477.93	\$36.7682	\$6,373.16	\$3,186.58
START 6TH YEAR	G6	\$81,497.06	\$39.1813	\$6,791.42	\$3,395.71

2013		Annual	Hourly	Monthly	Pay Period
2.50%					
ORIENTATION	G1	\$56,756.53	\$27.2868	\$4,729.71	\$2,364.86
START 2ND YEAR	G2	\$62,957.09	\$30.2678	\$5,246.42	\$2,623.21
START 3RD YEAR	G3	\$68,032.01	\$32.7077	\$5,669.33	\$2,834.67
START 4TH YEAR	G4	\$73,575.78	\$35.3730	\$6,131.31	\$3,065.66
START 5TH YEAR	G5	\$78,389.88	\$37.6874	\$6,532.49	\$3,266.24
START 6TH YEAR	G6	\$83,534.49	\$40.1608	\$6,961.21	\$3,480.60

2014		Annual	Hourly	Monthly	Pay Period
3.00%					
ORIENTATION	G1	\$58,459.22	\$28.1054	\$4,871.60	\$2,435.80
START 2ND YEAR	G2	\$64,845.81	\$31.1759	\$5,403.82	\$2,701.91
START 3RD YEAR	G3	\$70,072.97	\$33.6889	\$5,839.41	\$2,919.71
START 4TH YEAR	G4	\$75,783.05	\$36.4342	\$6,315.25	\$3,157.63
START 5TH YEAR	G5	\$80,741.57	\$38.8181	\$6,728.46	\$3,364.23
START 6TH YEAR	G6	\$86,040.52	\$41.3656	\$7,170.04	\$3,585.02

Annual wages are calculated upon 2080 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 1st of each year. (Seniority dates to be added)

Officer	Seniority Date
Hammelman, Gary	
Caputo, Dominic	
Stokes, Erik	
Baird, Brian	
Ruffin, Ronald	
McKiney, Patrick	
Hensler, Jeremy	
Deutschle, Gary	
Sabas, Parada	
Johnson, Mark	
Klasen, Catherine	
Currie, Jason	

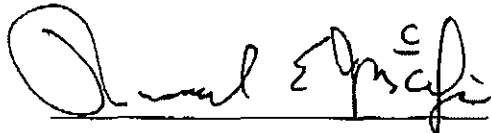
APPENDIX C
EQUIPMENT LIST

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

AWARD

Under the authority vested in the Arbitrator by Section XIV of the Illinois Public Employees Labor Relations Act the Tripartite Panel made the above findings including the Tentative Agreements by a majority of the panel.

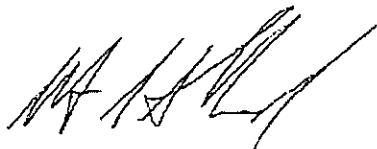
Dated at Chicago, Illinois this DAY of, 21 January, 2013



Each Arbitrator circle one below:

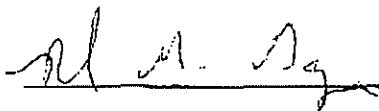
Concur/Dissent

Raymond E. McAlpin, Arbitrator



Concur/Dissent

Robert Abboud, Employer Arbitrator



Concur/Dissent

Raymond Garza, Union Arbitrator

In The Matter of the Arbitration

Between

Village of Barrington Hills

And

Metropolitan Alliance of Police Chapter 576

DISSENTING OPINION TO RULING OF CHIEF ARBITER MCALPIN

ARBITRATOR ROBERT G. ABOUD

Monday, January 21, 2013

Chief Arbitrator:

Raymond McAlpin

Arbitrator selected by the Employer:

Robert G. Abboud, Village President

Arbitrator selected by the Union:

Raymond Garza, Attorney

Reference: Illinois Interest Arbitration S-MA-10-^{3789m}~~3778~~ Ruling,
McAlpin Draft 1/20/2013 - received by RGA 1/20/2013 – authorized by McAlpin 1/20/2013.

General Discussion

The following document represents my assessment of Lead Arbitrator McAlpin's ruling Rev 2, redrafted by Union delegate Garza (Reference). My comments are based on evidence presented and hearings conducted since April of 2011. I have considered carefully both sides of the arguments.

My assessment contains a general discussion and an issue based analysis organized by issue in the table following the General Discussion.

Second, I believe the current ruling, Rev 3, continues to be flawed, inconsistent, or incomplete in four areas:

1. **Neutral Arbitrator:** Relative to the discussion involving the role of the so-called neutral arbitrator, I take issue with the statement that as the 'Neutral Arbitrator' one must choose one position or the other of the other two panel arbitrators. (See pages 5-6). I believe this is a false perspective. This perspective simply mimics that of a single arbitrator who is choosing one side or the other. This is no different than the role of a single arbitrator. I believe that the legislature had the intent that the three panel members would work interactively and objectively to determine a final ruling. A fundamentally different strategy than the single arbitrator system.
2. **Status Quo:** The ruling improperly weights the use of 'status quo' and the current practice and procedure in the analysis. This attempt to reach a CBA is the first of its kind in the municipality. The patrol officers elected by their own choice to interact with the municipality through the channel of a CBA. This is a fundamentally different mechanism than the past mechanism of individual at-will employment. It changes costs and flexibility for the municipality and the police department management. It also changes the expectations of the police officers who are now unionized.

If the now unionized members wanted a 'status quo' relationship with the Village, they would not have unionized. Clearly they demanded a different relationship. The ruling should reflect this change in relationship status. It is the Union who has changed the bargaining relationship, not the Village. The Chief Arbitrator is correct in saying:

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Prior to analyzing each open issue, the Arbitrator would like to briefly mention the concept of status quo in interest arbitration. When one side or another wishes to deviate from the status quo of the collective bargaining agreement, the proponent of that change must fully justify its position, provide strong reasons, and a proven need. It is an extra burden of proof placed on those who wish to significantly change the collective bargaining relationship. In the absence of such showing, the party desiring the change must show that there is a quid pro quo or that other groups comparable to the group in question were able to achieve this provision without the quid pro quo. In addition to the above, the Party requesting change must prove that there is a need for the change and that the proposed language meets the identified need without posing an undue hardship on the other Party or has provided a quid pro quo, as noted above. In addition to the statutory criteria, it is this concept of status quo that will also guide this Arbitrator when analyzing the respective positions. Many of the open items in this matter come under the status quo and are subject to the requirements above.

Because the ruling employs a 'status quo' basis, the ruling over taxes the public with additional costs and loss of flexibility and creates a super-position of compensation, benefits, and entitlements to the union members. This presents an unfair and overly burdening cost to the public.

- 3. Management Rights:** The ruling consistently releases management rights to the Union. By statute, management rights are the purview of the municipality and are not subject to bargain. Note that 315/4 of the Illinois Public Labor Relations Act (IPLRA) found in 5 Illinois Compiled Statutes contains a definition of Management Rights; i.e.:

“Management Rights. Employers shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees. Employers, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives.”

Loss of management rights is extremely costly to the Village in terms of efficiency, monetary resources, morale, procedure management, liability, and public safety. The Arbitration Ruling has not costed the release of these rights as an additional benefit to the Union and therefore the ruling is unfair to the public and its tax payers.

4. Public Consideration: By the neutral Arbiters own specification, page 2 of the ruling:

3. The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

The ruling fails to consider the position of the Board of Trustees of the Village. The Board is the elected at-large legislative body that is fully representative of the public, including the tax payers, of the Village of Barrington Hills.

There was no consideration by two of the three arbiters as to whether the Board would find the ruling valid from a management and public safety aspect. Therefore the Panel did not properly consider "The interests and welfare of the public..".

More importantly, the ruling has not been costed and therefore there is no mechanism for the Arbitration Panel to have determined the "... financial ability of the unit of government to meet those costs."

5. **Power to Enter Into Contract:** The Labor Board granted MAP the power to negotiate the Contract, but not to enter into a Contract as a signatory. Chapter 576 should be the one to enter into the Contract with the Village. However, to date Chapter 576 has not been registered as a Not-For Profit Organization and therefore cannot enter into a Contract.

Based on such MAP does not have the power to be a signatory to this Contract and nor does Chapter 576 until they are properly registered.

6. **Officer Work Load Comparison:** Page 7 of the Chief Arbiter's ruling discusses the issues associated with external comparables. The Chief Arbiter recognizes that Barrington Hills is unique in work tasks and geography. Barrington Hills has more police officers per capita, and more officers per household than any other comparable community. The discussion of geographical size is not relevant since our officers have no foot patrol or 'beat' as in many other communities. Work loads have been decreasing over time as demonstrated by work load metrics and traffic data over the last five years. This includes decreasing traffic citations, decreasing traffic counts, increasing foreclosures, and decreasing emergency 911 calls. All of these metrics indicate a lower work load than surrounding communities and the relevant comparables.

Generally speaking, I find that the Union has over reached in its position relative to the surrounding municipalities and the listed comparables. The Union generally has attempted to piecemeal by super-position the best of all possible positions, from their perspective, on an item by item basis without consideration of the total compensation to each of the officers. In effect, they are cherry picking. In many cases the Union failed to provide substantive evidence that its position is warranted on a sound economic, personnel safety, work management, efficiency, or employee health basis.

The Union never demonstrated that the members of Local 576 were under compensated, faced financial hardship, or were working in inadequate conditions. The Village, on the other hand, did provide extensive evidence and testimony that it operates on an extremely tight fiscal

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position where expenditures and revenues are closely balanced with little margin for error. In addition, the Village presented evidence of declining revenues due to continued difficult economic conditions. These economic conditions are not expected to substantively ameliorate during the life of this contract. The poor financial condition of the Illinois state government, the four county governments, and other overlapping districts also places increasing financial pressure on the Village through reduced revenues in a variety of ways. The poor condition of the economy also restricts the ability of the Village to acquire revenue.

It is worth noting that the Officers of MAP 576 were previously employed as non-union where this is their first attempt at a contract. In their previous capacity, they were compensated at the top or near the top of every bargained for item as compared to all police units in the state of Illinois. The Village of Barrington Hills has a national reputation for providing high salary compensation, 100% health care coverage, the best and most modern equipment and work management methods, extensive training, and a very high morale. There is substantial evidence to this fact in the general literature and in the briefs presented. This fact does not seem to be disputed by the Union. Notably, there have not been grievances during the history of the Police Department. A fact shared by very few departments today. Additionally, the Police Department of the Village of Barrington Hills is not only accredited by The Commission on Accreditation by Law Enforcement (CALEA), but the current CALEA standards manual is dedicated to the previous Barrington Hills Police Chief.

The Union's final offer attempts to build on top of this already high level of total compensation. Thus, the Union's offer is generally out of line with respect to police departments who are similar in makeup and duty to the Village of Barrington Hills.

A parallel issue is the continued reference to "past practice". The Union local has rejected past practice by the very nature of organizing. This contract should be complete in its definition of requirements, procedures, and compensation and independent of history. References to past practice appear to be an attempt at superposition of benefits and compensation.

Finally, I find that the Union was insensitive to the tax payers of the Village of Barrington Hills in its various arguments. In no cases did the Union present an argument based on efficiency and cost savings to the tax payers. Notably, the local chapter and MAP, as an organization, generally presented an adversarial role in its discussion and position. For example, see the news letter sections on the MAP WEB site www.mapunion.org. In particular, see the Spring 2010 news letter (Attached to this document and made part of the record – see Pages 1 & 3) in which both Barrington Hills, as well as municipal and county managements as a whole, are summarily described as "evil", "low", "mean", "scorpions", "extortion", etc. The author, the president of MAP, rambles on and is grossly disrespectful of the elected representatives of the communities, the taxpaying constituents, and most importantly, the process of substantive and productive negotiations and participating in the negotiation / mediation / arbitration process. The MAP president discusses posting the Village's letters to the Union under the "Garbage" section in the MAP WEB site.

This disrespectful perspective permeated the entire CBA negotiation process, and was promoted by the Union as shown in their own publications, including the Union's submittals and evidence/presentations in the arbitration hearing.

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Especially, in the current economic environment, to promote an adversarial perspective that is insensitive to costs and the other parties is frankly irresponsible. Both sides have an ethical responsibility to come to the table recognizing each other's concerns and recognizing the interest of the tax payers. The Union has shown no respect for the Village's cost structure or operating efficiencies. If the Union cannot work cooperatively at the contract stage, it is presumed that they will be adversarial during contract execution. Therefore, the Union's approach will substantially increase the operating costs of the Village during contract execution. There is an overwhelming preponderance of evidence to this fact both as presented in the contract hearings and in the general literature. These additional costs and loss of efficiencies to the Village must be considered in the arbitration final ruling.

Proposed CBA Ruling Individual Issues

ACCPT PRIO by RGA	SECTION (Version chosen by Arbitrator)	TITLE	Economic/ Non/Economic	NOTES
No	<u>Preamble</u> (Union)	Preamble	non- economic	<p>Arbiter Abboud agrees to the changes in the Preamble (union position), however, the question of who the signatory is for the Union Local remains unresolved. The Village cannot be left with an indeterminate signatory.</p> <p>These words (from the Village Final Offer) were omitted in the Union Final Proposal "...consistent with the decisions of the Federal and State of Illinois Court decisions applicable to Barrington Hills as well as the rulings of the National Labor Relations Board and Illinois Public Labor Relations Board applicable to Barrington Hills. Questions as to the interpretation of the words of this Agreement shall be subject to the terms of the Uniform Declaratory Judgment Act as found in 735 Illinois Compiled Statutes 5/2-701 et. seq."</p> <p>The Union, in its 10/30/12 Final Position Memo pg. 1, states that the Parties reached a TA as to the Preamble; the Village agreeing to the Union Proposal during the 7/20/12 deliberations.</p> <p>In its 5/11/12 Reply Brief pg. 21 the Village states, "The Village proposes that the parties should follow case precedent from Illinois Court decisions, the National Labor Relations Board, the Illinois Public Labor Relations Board and the Uniform Declaratory Judgment Act. Such is so in that said cases provide "<u>guidance</u>" to the parties and an Arbitrator that may be called upon to hear a Grievance. Based on such, the Village's Offer is more reasonable and should be chosen to be in the CBA."</p>
Article I – Recognition				
No	1.1 (Union)	Recognition of the Bargaining Agent	non- economic	The CBA should not include probationary officers and the question of who the signatory is for the Union Local remains unresolved. The Village cannot be left with an indeterminate signatory.

<u>ACCPT</u> by <u>RGAs</u>	<u>PRIO</u>	<u>SECTION</u> (Version chosen by Arbitrator)	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
					<p>In its 5/1/12 Post-Hearing Brief pg. 16-17 the Union states, “It is MAP’s position that the Village’s proposal does not follow the certification of the Union issued by the Board. Furthermore, the exclusion of probationary police officers would be prohibited by law. MAP is willing to have the decisions of the Illinois Public Relations Board apply to this Chapter, however, is not clear on what “decisions” the Village is referring to in its proposal.”</p> <p>The Village states in its Reply Brief, pg. 21, “the Illinois Supreme Court in <u>Romanik v. Board of Fire and Police Commissioners of the City of East St. Louis</u>, 61 Ill.2d 422, 338 N.E.2d 397 (1975) stated that a probationary officer is not a permanent member of the Police Department until he proves himself.”</p>
NO		1.2 (Union)-Village did not submit section 1.2-Part- Time Officers	Part-Time Police Officers	non- economic	<p>The Village has no history or intention of hiring part time police officers.</p> <p>The Village states in its Reply Brief, pg. 22 that “The matter should be addressed <u>IF</u> and <u>WHEN</u> the issue (of Part –Time officers) occurs pursuant to the theory that a change in Working Conditions requires negotiations.”</p> <p>The Arbitrator’s 11/26/12 Final Document adds the words, “If hire part time then the Parties agree to meet and confer in a good faith manner to discuss this matter” to the end of the Union Proposal. This sentence seems confusing and suggests any future contract negotiation will be limited by earlier test of 1.2.</p>
YES		1.3 Village Section 1.2/ Union Section 1.3 (Village)	Definitions	non- economic	

<u>ACCPT</u> by <u>RG</u>	<u>PRI</u>	<u>SECTION</u> (Version chosen by Arbitrator)	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
Article II - Management Rights					
NO		2.1 (Union)	Management Rights		<p>Village should not relinquish its management rights. The Village must retain its management rights to establish work and productivity standards and, from time to time, be able to change those standards. The Village must be able to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program. The Village determines the type and level of equipment and services it will maintain and provide. All of these items are critical to cost control.</p> <p>The ruling uses the following: reasonable performance standards, only enforce reasonable rules. "Reasonable" is too broad and opens up potential grievances based on the individual interpretation, essentially would give the union the right to determine work performance standards. The union adds "the parties acknowledge and agree to maintain all previous benefits and past practices unless modified by the express language of this Agreement.(I did note that the union is agreeable to removing this last sentence however.)The Union also seeks to remove discipline from management rights and specify later how discipline is handled. Additionally there is no past practice considered - this is an initial contract.</p> <p>Union Final Proposal is unclear and open to many interpretations; i.e., how are "reasonable Performance standards" to be determined? See pg. 25 of the Village's Reply Brief.</p>
Article III - Union Security					
YES		3.1 (Union)	Fair Share	non-economic	
YES		3.2 (Union)	Dues Deductions	non-economic	
YES		3.3	Indemnification	non-	

<u>ACCPT</u> <u>PRIO</u> by RGA	<u>SECTION</u> (Version chosen by Arbitrator)	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
<u>YES</u>	(Union) 3.4 Village Section 3.2/ Union Section 3.4 (Agreed)	Bulletin Board	economic non- economic	
<u>NO</u>	3.5 Village Section 3.3/ Union Section 3.5 (Union)	Union Business	economic	<p>Performing Union business while on duty should not be permitted.</p> <p>Acting as a union representative is in fact another job separate from being a police officer and working for the Village. Secondary employment is independent from compensation by the Village entity, including employment having no monetary compensation. The Village does not allow alternate employment activities to occur while on duty breaks.</p> <p>Additionally, the Patrol Officers are being paid by the tax payers while on duty break. They should not be conducting Union business, or any other business, while on the payroll of the tax payers.</p> <p>Performing union business while on duty is also a conflict of interest as the focus of the officer is drawn away from department business.</p> <p>The Union, in its 10/30/12 Final Position Memo pg. 2, states that both parties agreed this was an <u>economic</u> issue.</p> <p>The Village states in its Reply Brief pg. 28, "The Union's Proposal interferes with the Village's efficient and effective running of its Police Department..."</p>
<u>YES</u>	3.6 Village Section 3.4/ Union Section 3.6 (Agreed)	Union Representatives	non- economic	

<u>ACCPT</u> by <u>RGA</u>	<u>PRIO</u>	<u>SECTION</u> (Version chosen by Arbitrator)	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
		Article IV - No Strike/ No Lockout			
NO		4.1 (Agreed to?)	No Strike	non-economic	<p>This appears to be new language and not previously discussed or provided evidence for.</p> <p>The following statement from the Village Final Offer in the side-by-side Comparison of Bill Walsh 12/5/12, "Should any action as mentioned in this Section occur to any degree the terms of this CBA shall be suspended until such time as the job action is suspended."</p> <p>In its 10/30/12 Final Position Memo pg. 2 the Union claims a TA was reached on this section.</p>
YES		4.2 (Agreed)	No Lockout	non-economic	
		Article V - Seniority, Layoff and Recall			
NO		5.1 (Union)	Layoff and Recall	non-economic	<p>The Village has the right in management rights to determine the size of its workforce and has no responsibility to perform economic analysis to the approval of a union organization. The Village elected officials do not answer to MAP; they are answerable only to their constituents. Demonstrating a "financial need" to MAP prior to any layoffs is too broad. What constitutes a financial need?</p> <p>The Village states in its Reply Brief pg. 29 that the determination of how many Patrol Officers are needed by the Village is not always based on financial considerations, yet the Union is limiting lay-offs to reasons of financial concern.</p> <p>No end date on the recall is specified.</p> <p>The Village Final Offer includes a time limit for recalled Patrol</p>

<u>ACCPT</u> <u>PRIO</u> by RGA	<u>SECTION</u> (Version chosen by Arbitrator)	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
				Officers to report for duty (14 days) - the Union Proposal does not; see the Village Reply Brief pg. 29 and the side-by-side Comparison of Bill Walsh. The Village Final Offer limits Seniority, Wage increases during lay-off- the Union Final Proposal does not; see the side-by-side Comparison.
<u>YES</u>	5.2 (Union)	Definition of Seniority	non-economic	
<u>YES</u>	5.3 (Union)	Seniority Lists	non-economic	
<u>YES</u>	5.4 (Agreed)	Purpose of Seniority	non-economic	.
<u>No</u>	5.5 (Union)	Termination of Seniority	non-economic	Seniority should not be accrued while on suspension. Seniority is a product of experience and valued by the employer. Experience cannot be developed / accrued while on suspension.
	Article VI- Grievance Procedure			
<u>YES</u>	6.1 (Village)	Definition of Grievance	non-economic	
<u>No</u>	6.2 (Union)	Grievance Procedure	non-economic	Bargaining unit member must give grievance notification to "on duty" supervisor. This ensures timely processing of the grievance. Arbitration shall not be binding, should be subject to review by the Appellate Court. The <u>Union</u> should not be allowed to file a Grievance. See Village Reply Brief pgs. 33-35. See section first paragraph "Union Office" reference.
<u>No</u>	6.3 (Union- and part of	Time Limits	non-economic	The term "police officer" is use inconsistently.

<u>ACCPT PRIO</u> by RGA	<u>SECTION</u> (Version chosen by Arbitrator)	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
	Village Proposal)			
	Article - VII Hours of Work and Overtime			
YES	7.1 (Village)	Purpose	economic	
NO	7.2 (Union)	Shift Schedule	non-economic	<p>The current normal shift schedule is a calendar month, not 28 day. This is inconsistent with Village scheduling and payroll procedures.</p> <p>Shift assignments are a management right covered in Section 2.1. This section should be deleted.</p> <p>The Arbitrator's 11/26/12 Final Document uses the Union Final Proposal, but does not include the last few lines.</p>
NO	7.3 Village Section 7.2/ Union Section 7.3 (Union)	Shift Selection and Assignment	non-economic	<p>This intrudes into management rights. Management loses ability to determine the shifts which best suit the department. Loss of flexibility, efficiency, and applies a costs to the tax payer.</p> <p>Control of Shift Selection/Assignment is lessened by the required seniority selection; see Village Reply Brief pgs. 36-37.</p> <p>Shift trades have no time limit imposed; see Village Reply Brief pgs. 36-37.</p>
NO	7.4 Village Section 7.3/ Union Section 7.4 (Union)	Normal Work Schedule	non-economic	<p>This language intrudes into management rights and limits flexibility and efficiency.</p> <p>The award mandates that truck enforcement officers shall work 10 hour shifts. This diminishes or eliminates the management right to allocate personnel and update the schedule system. Truck enforcement is not a specialty, several officers are trained as truck enforcement, just as several officers are also trained as field training officers, or juvenile</p>

<u>ACCPT</u>	<u>PRIO</u>	<u>SECTION</u> (Version chosen by Arbitrator)	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
					<p>officers. Additionally this eliminates the management right to adjust day off keys as may be needed for the efficient operation of the department by mandating every other Friday, Saturday and Sunday off.</p> <p>The Union Proposal takes away the flexibility needed to manage manpower levels. Weekends off are determined by the Union Final Proposal rather than by the needs of the Village; see Village Reply Brief pgs. 38-40.</p>
<u>YES</u>		7.5 Village Section 7.4/ Union Section 7.5 (Village)	Overtime Pay	economic	
<u>NO</u>		7.6 Village Section 7.5/ Union Section 7.6 (Union)	Compensatory Time	economic	<p>Loss of management rights.</p> <p>Comp. time must be earned and used at the mutual agreement of management and officer. The award allows officers to use comp. time even when there will be manpower shortage. Also comp. time must be taken in 4 hour blocks as to allow for adequate planning for patrol coverage.</p> <p>The Union Final Proposal: - raises the limit of compensatory time from 60 hours to 80 hours. -shortens the required time to request time off from 72 hours to 48 hours</p> <p>The Village proposal limits comp. time accrual to 60 hours and requires a minimum of 4 at one time to be used. This is important as it allows the department to properly plan and schedule absence requests.</p> <p>The Village proposal specifies that compensatory time may be earned when mutually agreed to by the Chief of Police or designee. This is important because the Village can deny the accrual comp. time and direct that overtime be paid. Additionally, the Village can determine at</p>

ACCPT by RGA	PRIO	SECTION (Version chosen by Arbitrator)	TITLE	<u>Economic/ Non/Economic</u>	NOTES
					<p>any time to pay out any accrued comp. time in a lump sum, in order to reduce liabilities.</p> <p>The Village proposal requires a bargaining unit member to submit a time off request at least 72 hours in advance. The Village is agrees to delete that sentence and adopt the Union proposal only where it requires 48 hours notice when requesting comp. time off.</p> <p><i>An officer with accrued compensatory time shall make advance request for time off in increments of no less than four (4) hours. An officer with accrued compensatory time desiring to schedule compensatory time off, shall submit a Time Off request in POSS at least forty eight (48) hours prior to the beginning of the shift that he/she proposes to take off.</i></p> <p>The Village proposal requires that comp. time be used only when minimal Department staffing needs are met.</p> <p>The Union proposal seeks to accrue 80 hours and allow it to accrue and be used whenever the member desires.</p> <p>The Union proposal seeks to give the Chief of Police or designee the discretion to waive the 48 hour notice requirement on a case by case basis. If the Union proposal is adopted, this sentence must be deleted.</p> <p>This creates a possible grievance situation if a Sergeant waives the 48 hours notice for one member, but the same or a different Sergeant upholds the 48 hour notice for a different member. 48 hours notice should remain consistent. The Village desires to remove this potential unfair treatment and observe the 48 hour notice requirement.</p> <p>See the side-by-side Comparison of Bill Walsh and the Village Reply Brief pgs. 41-43.</p>

ACCP T P R I O by R G A		<u>SECTION</u> (Version chosen by Arbitrator)	<u>TITLE</u>	<u>Economic/ Non/Economic</u>	<u>NOTES</u>
					<p>The Village position provides a fairer system free from ad hoc requests which may devolve into the loss of notice and potentially restrict the Village from meeting minimum staffing requirements. The 48 hour ruling notification language to be added.</p>
NO		<p>7.7 Village Section 7.6/ Union Section 7.7 (Union)</p>	<p>Overtime Scheduling</p>	<p>Non- economic</p>	<p>The Ruling usurps management rights.</p> <p>The Village proposal provides management the right as covered in management rights, to schedule and require overtime. The Department strives to assign overtime in a fair and impartial manner and has outlined that procedure in a general order.</p> <p>The Union proposal seeks to lock in the general order (6117) with respect to scheduling overtime that becomes available more than/less than 72 hours of the overtime. The Union proposal also specifies that this section shall not be changed without the agreement with the Chapter.</p> <p>This intrudes on management rights in that in a small agency, the flexibility must be retained to schedule overtime as needed. While specified in a policy, the policy can be updated as needed.</p> <p>The Union proposal excuses officers who are assigned to an outside multi-jurisdiction task force from the reverse seniority (being ordered in to work).</p> <p>In response to this, the Village proposal excuses those officers on a task force from reverse seniority call-in only when they are engaged in an active call out for the task force. Simply because an officer is on a task force (i.e. a major crash assistance team) they should not be excused from overtime requirements all the time.</p> <p>Paragraph 3 exempts an officer or detective from being ordered to work for reverse seniority because they are on an outside task force. There are</p>

<u>ACCPT</u> <u>PRIO</u> by RGA	<u>SECTION</u> (Version chosen by Arbitrator)	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
				<p>officers on detached task forces, who have not responded to a callout in over 12 months. Adjusting (or flexing of hours) is a management right.</p> <p>The Union Final Proposal requires 72 hour notice for scheduled overtime, and allows detectives to work overtime on a <u>voluntary</u> basis only.</p>
NO	7.8 Village Section 7.7/ Union Section 7.8 (Union)	Village-Off Duty Court Time Union-Court Time	economic	<p>The Ruling represents an increase in pay with no substantive basis in effort or work hours. The Union proposal is simply mechanism for being double paid.</p> <p>It is inappropriate that the officers "shall" "flex" their hours at their discretion. The possibility exists that by them flexing their shift hours at their own discretion, intrudes into the management rights to adequately schedule shift coverage.</p> <p>The Union Final Proposal gives 3 hours minimum for court time.</p> <p>The Village Final Offer gives 2.5 hours minimum overtime for court time. See the side-by-side Comparison of Bill Walsh.</p>
YES	7.9 Village Section 7.8/ Union Section 7.9 (Village)	Call-Out Pay	economic	
NO	7.10 Village Section (n/a) Union Section 7.10 (see Section 7.7)	Longevity	economic	<p>This represents an increase in compensation to the Union from current pay as annual payments are now being made.</p> <p>The Village should be able to adjust its longevity award. Management right and economic concern for the Board.</p> <p>The Village should be able to adjust its longevity award. Management right and economic concern for the Board.</p>

<u>ACCPT</u> <u>PRIO</u> by RGA	<u>SECTION</u> (Version chosen by Arbitrator)	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
<u>NO</u>	7.11 Village Section 7.9/ Union Section 7.11 (Union + Village)	Extra Details	economic	Scheduling extra duty details is a management right and the contract should not have provision for extra details. The Arbitrator's Final Document lists the Union Proposal followed by the Village Final Offer as Section 7.11. The Union Proposal states, "Officers will be considered for such assignments in accordance with past practice." This limits management rights to assign the best person for the job; see the Village Reply Brief pgs. 45-46. In addition, "past practice" has changed on multiple occasions.
<u>NO</u>	7.12 Village Section 7.11/ Union Section 7.13 (Village)	Training Sessions	economic	The scheduling requirements usurp management rights. Duty scheduling is the right of management.
<u>YES</u>	7.13 Village Section 7.12/ Union Section (n/a) (Village)	No Pyramiding		
	Article VIII - Vacations			
<u>YES</u>	8.1 (Village)	Eligibility and Allowances	economic	
<u>YES</u>	8.2 (Village + Union)	Vacation Pay	economic	
<u>NO</u>	8.3 (Union)	Vacation Scheduling	non-economic	Scheduling vacation time is a management right. Additionally, the award includes Sergeants in the vacation bidding

<u>ACCPT</u> by <u>RGA</u>	<u>PRIOR</u> (Version chosen by Arbitrator)	<u>SECTION</u>	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
					<p>process for patrol officers. Sergeants are not covered by this agreement and are not to bid with patrol officers.</p> <p>The Union Final Proposal limits the Chief's ability to schedule vacations in order to run an efficient police department; see the Village Reply Brief pgs. 48-49.</p>
<u>NO</u>		8.4 (Union + Village)	Vacation Carryover	economic	<p>The award lets officers carry a full year of vacation time into the following year, and then mandates the employer pay unused vacation time on the last pay period of the year. This would create an undue financial hardship on the Village in that it would be impossible to determine what the cash payout responsibility would be. According to this award the potential exists that 12 officers ask for two years of vacation pay/cash-out at one time.</p> <p>The Arbitrator's Final Document uses the Union Final Proposal, but replaces the term "police officer" with the term "Bargaining Unit Member" once, but not throughout the Section.</p> <p>The phrase "at the rate of pay existing at the time the vacation time was accrued" is taken from the Village Final Offer and placed in the Arbitrator's Final Document Section 8.4.</p> <p>The Union Final Proposal allows the carryover to the next year of one year's vacation time. The Village Final Offer limited carryover to 8 hours.</p>
		Article IX – Holidays			
<u>YES</u>		9.1 (Village)	Holidays	economic	

<u>ACCPT PRIO</u> by RGA	<u>SECTION</u> (Version chosen by Arbitrator)	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
YES	9.2 (Union)	Holiday Bank	economic	
NO	9.3 (Union)	Holiday Pay	economic	The award enables pyramiding on a holiday in that it gives the officers the option to receive 8 hours of time, or pay, at their discretion..And then ALSO gives pays tem 1 1/2 for the same time period during the holiday. It is noted that the Village proposal for holiday pay reflects other MAP CBAs.
	Article X - Health Insurance			
NO	10.1 (Union)	Insurance	economic	This award is not supported by any comparables either in public sector or private sector. The Arbitrator's Final Document states that this is a Status Quo section. The Union Final Proposal is listed in the Arbitrator's Final Document requiring the Village to pay 100% of the health insurance of the police officers. The Village is asking the police officers to pay a small portion of the expense of health insurance, a portion which is in line with the comparable communities; see Village Reply Brief pgs. 51-53.
NO	10.2 (Village)	Life Insurance	economic	The Arbitrator's Final Document states that life insurance will be provided at the "current rate"- it does not state that the current rate is \$25,000. Clarification would solve this issue.
NO	10.3	Disability Insurance	economic	Already covered by pension and other peace officer benefits.

<u>ACCPT</u> <u>PRIO</u> by RGA	<u>SECTION</u> (Version chosen by Arbitrator	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
	(Union)	Village-COBRA Insurance Benefits Union-Long Term		Comparables do not support offering Long Term Disability Insurance. Officers are covered by statutes/benefits for injuries; see Village Reply Brief pgs. 54-55.
<u>NO</u>	10.4 (Union)	Additional Insurance Benefits	economic	Award mentions FMLA - the employees are not covered employees under FMLA. Cost of health insurance may rise due to an individual paying for their own policy; see Village Reply Brief pgs. 55-56.
<u>YES</u>	10.5 Village Section 10.4/ Union Section 10.5 (Village)	Waiver of Health and/or Dental Insurance	economic	
<u>YES</u>	10.6 Village Section 10.5/ Union Section 10.6 (Agreed)	Terms of Insurance Policies to Govern	non- economic	
	Article XI - Sick Leave			
<u>NO</u>	11.1 (Union)	Purpose	economic	The term "police officer" should be replaced with the term "Bargaining Unit Members".
<u>NO</u>	11.2 (Union)	Sick Leave Accrual	economic	The Union Final Proposal allows 144 hours of sick leave per year. This is not supported by the comparables. The Village offered 96 hours per year, which is what the comparables offer. See pgs. 57-58 of the Village Reply Brief.
<u>YES</u>	11.3 (Village)	Sick Leave Usage	economic	

<u>ACCPT</u> <u>PRIO</u> by <u>RGA</u>	<u>SECTION</u> (Version chosen by Arbitrator)	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
	Article XII - Leaves of Absence			
<u>NO</u>	12.1 (Union)	Village-Unpaid Discretionary Leaves Union-Leave Without Pay	non- economic	The section refers to FMLA. The Village is not bound by FMLA. A leave of absence to pursue an education intrudes into the department's ability to manage and schedule. Management right. The Ruling has paragraphs numbered 1 through 5, the Arbitrator's Final Document lists them as 1, 2, 1, 2, 3. The Ruling sets many guidelines that the Village states are in the sections that follow- 12.2 through 12.5. The Union seeks to limit the Village's ability to grant and/or deny leaves of absence; see the Village Reply Brief pg. 59.
<u>NO</u>	12.2 Village Section 12.5/ Union Section 12.2 (Union)	Bereavement Leave	economic	The Union Final Proposal grants 3 days with pay with a possible 2 day extension, but does not specify 8 or 12 hour days, which impacts on the cost of the leave; see the Village Reply Brief pg. 59. Requires clarification to accept.
<u>YES</u>	12.3 Village Section 12.6 Union Section 12.3 (Village)	Jury Leave	economic	
<u>NO</u>	12.4 Village Section (n/a) Union Section 12.4 (Union)	Administrative Leave	economic	This Section should not be included in the CBA because the subject is covered by statute; see the Village Reply Brief pg. 60. Administrative leave is also a management right.
<u>YES</u>	12.5 Village Section 12.2 Union Section 12.5	Military Leave	economic	

<u>ACCPT</u> <u>PRIO</u> by <u>RGA</u>	<u>SECTION</u> (Version chosen by Arbitrator)	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
	(Village)			
<u>YES</u>	12.6 (Village)	Maternity Leave		
<u>NO</u>	12.7 (Village)	Application for Leave		Administrative Leave is a management right.
	Article XIII – Wages			
<u>NO</u>	13.1 (Village)	Wage Schedule	economic	Recognizing the other cost increases to the Village contained in this ruling, this wage schedule is not accepted. Total compensation is inconsistent with other comparables both in public sector and private sector. In addition, CPI has not increased at the rate expected when the original proposal was made.
<u>YES</u>	13.2 (Village)	Special Assignment Compensation	economic	
<u>YES</u>	13.3 (Village)	Officer In Charge Compensation	economic	
<u>NO</u>	13.4 (Union)	Holiday Bonus	economic	This is a Management right. This is a gift at the discretion of the Board of Trustees representing the tax payers and the residents of the Village.
	Article XIV - Discipline			
<u>YES</u>	14.1 (Union)	Discipline	non- economic	
	Article XV - Miscellaneous Provisions			
<u>YES</u>	15.1 (Agreed)	Ratification and Amendment	non- economic	

<u>ACCPT</u> <u>PRIO</u> by <u>RGA</u>	<u>SECTION</u> (Version chosen by Arbitrator)	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
<u>YES</u>	15.2 (Village)	No Discrimination	non- economic	
<u>YES</u>	15.3 (Union)	Reimbursement for Expenses	economic	
<u>NO</u>	15.4 (Union)	Outside Employment	non- economic	The term “unreasonably denied” is open to interpretation; see the Village Reply Brief pgs. 63-64.
<u>NO</u>	15.5 (Union)	Probationary Period	non- economic	Extending a probationary officer's time at the officers mutual agreement intrudes into management rights to terminate a probationary employee.
<u>NO</u>	15.6 (Union)	Tuition Reimbursement	economic	This is management right and an economic decision by the Village Board. The Village seeks to reduce costs with limits on the tuition reimbursement. There is no limit on tuition reimbursement in the Union Proposal; see the Village Reply Brief pgs. 65-67.
<u>YES</u>	15.7 (Agreed)	Compensation Upon Separation	economic	
<u>NO</u>	15.8 (Village)	Village- Wellness Inventive Program Union- Wellness Program	economic	The language should include: No more than 1 visit in a 24 hour period. This prevents multiple visits in one day and “stacking” the usage.
	Article XVI - Uniforms			
<u>NO</u>	16.1 (Union)	Original Issue of Equipment	economic	This Section intrudes on Management Rights by specifying what equipment is to be issued; see the Village Reply Brief pgs. 68-69. Appendix C should also be deleted.
<u>NO</u>	16.2 (Union)	Uniforms and Equipment	economic	See the comments for Section 16.1 above. Management right. Wording should be modified to remove references to Appendix C.

<u>ACCP</u> <u>PRI</u> by RGA	<u>SECTION</u> (Version chosen by Arbitrator)	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
				Concept of maintenance by employee is appropriate.
<u>NO</u>	16.3 Village Section (n/a) Union Section 16.3 (Union)	Reimbursement For Destruction Of Wristwatches, etc.	economic	Not addressed by the Village. Wrist watches are not required for employment. Prescription eye glass / contacts replacement could be covered. The Union claims Village agreement in the Union Final Position Memo pg. 10.
<u>YES</u>	16.3 (Village)	Threat Level IIIA Vests	economic	
<u>NO</u>	ARTICLE XVII (Union)	MAINTENANCE OF BENEFITS	economic	This clause would prohibit the Village from changing anything without Union approval; see the Village Reply Brief pgs. 70-73. The Village position is that there is no issue of past practice. This is an initial contract. The past practice of the Village is that the Village can change, update, and revise any policy at any time. There is no underlying basis and maintenance of benefits is not considered in other contracts which were considered.
<u>YES</u>	ARTICLE XVIII Village Article 17/ Union Article XVIII (Agreed)	SAVINGS CLAUSE	non- economic	
<u>YES</u>	ARTICLE XIX Village Article 18/ Union Article XIX (Agreed)	ENTIRE AGREEMENT	non- economic	
<u>NO</u>	ARTICLE XX Village Article 19/ Union Article XIX	TERMINATION	non- economic	The Village seeks to sign the Agreement with the Local, not MAP; see the Village Reply Brief pg. 74.

<u>ACCPT</u> <u>PRIOR</u> by RGA	<u>SECTION</u> (Version chosen by Arbitrator)	<u>TITLE</u>	<u>Economic/</u> <u>Non/Economic</u>	<u>NOTES</u>
	(Union)			The ruling does not appear to have the correct signature lines. In addition, the issue of the Local Chapter membership is not defined. Recognizing the Union gave testimony that 'anyone' could be the local chapter president, the Village could not be sure of the context of the signatory.
<u>NO</u>	APPENDIX A	Wage Schedule		See section 13.1 for the wage schedule issues.
<u>YES</u>	Appendix B	Seniority List		
<u>NO</u>	Appendix C	Equipment List		Refer to Section 16.1 for problems with this Appendix.



IN THE MATTER OF ARBITRATION

BETWEEN

ARBITRATION AWARD:

Village of Barrington Hills

Illinois Interest Arbitration S-MA-10-3778

Police Officers Barrington Hills

AND

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

**Before Raymond E. McAlpin,
Neutral Arbitrator
Raymond Garza, Union Arbitrator
Robert Abboud, Employer Arbitrator**

APPEARANCES

**For the Union: Steve Calcaterra, Attorney
K. Carlson, Attorney**

**For the Employer: Thomas McGuire, Attorney
Jolanta Zinevich, Attorney**

SUPPLEMENTAL PROCEEDINGS

The Parties met on March 11, 2013 subsequent to the Village Board of Barrington Hills rejection of numerous sections of the contract approved by a majority of the arbitration panel. Both sides did not present any witness testimony.

STATUTORY CRITERIA

(b) Where there is no agreement between the Parties, or where there is an agreement but the Parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and the wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

1. The lawful authority of the Employer.
2. Stipulations of the Parties.
3. The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
4. Comparison of the wages, hours and conditions of employment of the employees involved in the Arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - A. In public employment in comparable communities.
 - B. In private employment in comparable communities.
5. The average consumer prices for goods and services, commonly known as the cost of living.
6. The overall compensation presently received by the employees, including direct

wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.

7. Changes in any of the foregoing circumstances during the pendency of the Arbitration proceedings.

8. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, Arbitration or otherwise between the Parties, in the public service or in private employment.

(I) In the case of peace officers, the arbitration decision shall be limited to wages, hours and conditions of employment and shall not include the following: (I) residency requirements; (ii) the type of equipment, other than uniforms, issued or used; (iii) manning; (iv) the total number of employees employed by the department; (v) mutual aid and assistance agreements to other units of government; and (vi) the criterion pursuant to which force, including deadly force, can be used; provided, nothing herein shall preclude an arbitration decision regarding equipment or manning levels if such decision is based on a finding that the equipment or manning considerations in a specific work assignment involve a serious risk to the safety of a peace officer beyond that which is inherent in the normal performance of police duties. Limitation of the terms of the arbitration decision pursuant to this subsection shall not be construed to limit the factors upon which the decision may

be based, as set forth in subsection (h).

10) The Arbitrator shall base his findings and decision upon the applicable factors set forth in Section 14(h) of the Illinois State Labor Relations Act. The Arbitrator shall issue his award within sixty (60) days after submission of the post-hearing briefs or any agreed upon extension requested by the Arbitrator. The Arbitrator shall retain the entire record in this matter for a period of six months or until sooner notified by both parties that retention is no longer required.

11) Nothing contained herein shall be construed to prevent negotiations and settlement of the terms of the contract at any time, including prior, during, or subsequent to the arbitration hearing.

12) The parties represent and warrant to each other that the undersigned representatives are authorized to execute on behalf of and bind the respective parties they represent.

DISCUSSION AND OPINION

Some errors were discovered in the original draft, they are as follows and should be made part of the final contract. These items are appended to this document.

In addition section 7.12 Training sessions line 3 should state “Chief of Police or his designee”

The Neutral Arbitrator is convinced that the Village Board wants most if not all of its’ positions included in the final draft. As a whole the contract approved by the majority of the Arbitration Panel is in this Arbitrator’s opinion fair, reasonable, typical in police contracts and supportive of the status quo. While the Village Board’s rejections in this Arbitrator’s opinion are unfair, unreasonable, unusual, atypical and rebuffing of the status quo.

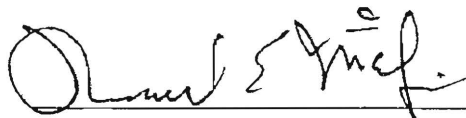
With the above and appended changes the Neutral Arbitrator approves the original Collective Bargaining Agreement.

AWARD

Under the authority vested in the Arbitrator by Section XIV of the Illinois Public Employees Labor Relations Act the Tripartite Panel made the above findings including the Tentative Agreements by a majority of the panel.

Dated at Northbrook, Illinois this 15th DAY of, March 2013

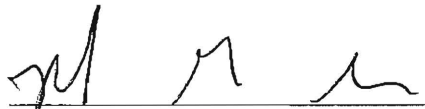
Each Arbitrator circle one below:


_____ Concur Dissent

Raymond E. McAlpin, Arbitrator

_____ Concur Dissent

Robert Abboud, Employer Arbitrator


_____ Concur Dissent

Raymond Garza, Union Arbitrator

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.

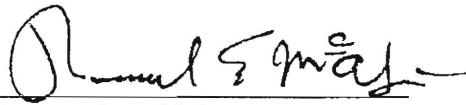
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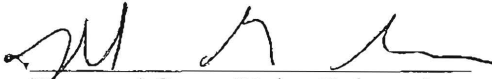
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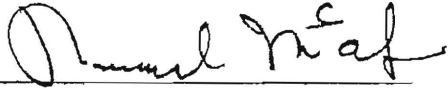
Raymond Abboud (Village Delegate)



Raymond Garza (Union Delegate)

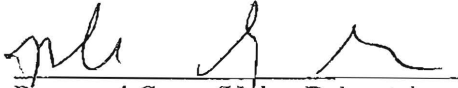
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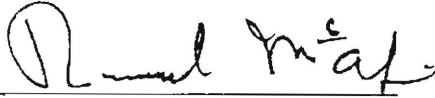
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C. Section 13.1 Wage Schedule

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.

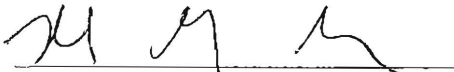
All wages shall be retroactive to January 1, 2011. Said retroactive check shall be issued within thirty (30) days of the execution of this Agreement.

Arbitrators Note: By Agreement of the parties, this wage scale is subject to the decision in S-CA-10-1089, which was filed before the Illinois Labor Relations Board and is now pending before the Illinois Appellate Court. If the decision results in an increase in wages, then the wages in Appendix A are subject to any increase in wages that may be ordered. After that increase, if any, there is a 1% increase for 2011, 2% increase for 2012, 2 ½ % increase for 2013 and 3% in 2014



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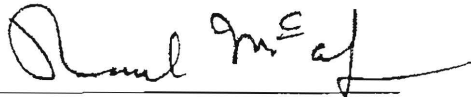
A. Section 8.1 Eligibility and Allowances

Police officers earn vacation as follows:

Length of Continuous Service	Hours per Year	Hours per Month	Hours per Pay Period
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 1st 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 31st 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.



Raymond McAlpin

Raymond Abboud (Village Delegate)



Raymond Garza (Union Delegate)



IN THE MATTER OF ARBITRATION

BETWEEN

ARBITRATION AWARD:

Village of Barrington Hills

Illinois Interest Arbitration S-MA-10-3778

Police Officers Barrington Hills

AND

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

**Before Raymond E. McAlpin,
Neutral Arbitrator
Raymond Garza, Union Arbitrator
Robert Abboud, Employer Arbitrator**

APPEARANCES

**For the Union: Steve Calcaterra, Attorney
K. Carlson, Attorney**

**For the Employer: Thomas McGuire, Attorney
Jolanta Zinevich, Attorney**

SUPPLEMENTAL PROCEEDINGS

The Parties met on March 11, 2013 subsequent to the Village Board of Barrington Hills rejection of numerous sections of the contract approved by a majority of the arbitration panel. Both sides did not present any witness testimony.

STATUTORY CRITERIA

(b) Where there is no agreement between the Parties, or where there is an agreement but the Parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and the wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

1. The lawful authority of the Employer.
2. Stipulations of the Parties.
3. The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
4. Comparison of the wages, hours and conditions of employment of the employees involved in the Arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - A. In public employment in comparable communities.
 - B. In private employment in comparable communities.
5. The average consumer prices for goods and services, commonly known as the cost of living.
6. The overall compensation presently received by the employees, including direct

wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.

7. Changes in any of the foregoing circumstances during the pendency of the Arbitration proceedings.

8. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, Arbitration or otherwise between the Parties, in the public service or in private employment.

(I) In the case of peace officers, the arbitration decision shall be limited to wages, hours and conditions of employment and shall not include the following: (I) residency requirements; (ii) the type of equipment, other than uniforms, issued or used; (iii) manning; (iv) the total number of employees employed by the department; (v) mutual aid and assistance agreements to other units of government; and (vi) the criterion pursuant to which force, including deadly force, can be used; provided, nothing herein shall preclude an arbitration decision regarding equipment or manning levels if such decision is based on a finding that the equipment or manning considerations in a specific work assignment involve a serious risk to the safety of a peace officer beyond that which is inherent in the normal performance of police duties. Limitation of the terms of the arbitration decision pursuant to this subsection shall not be construed to limit the factors upon which the decision may

be based, as set forth in subsection (h).

10) The Arbitrator shall base his findings and decision upon the applicable factors set forth in Section 14(h) of the Illinois State Labor Relations Act. The Arbitrator shall issue his award within sixty (60) days after submission of the post-hearing briefs or any agreed upon extension requested by the Arbitrator. The Arbitrator shall retain the entire record in this matter for a period of six months or until sooner notified by both parties that retention is no longer required.

11) Nothing contained herein shall be construed to prevent negotiations and settlement of the terms of the contract at any time, including prior, during, or subsequent to the arbitration hearing.

12) The parties represent and warrant to each other that the undersigned representatives are authorized to execute on behalf of and bind the respective parties they represent.

DISCUSSION AND OPINION

Some errors were discovered in the original draft, they are as follows and should be made part of the final contract. These items are appended to this document.

In addition section 7.12 Training sessions line 3 should state “Chief of Police or his designee”

The Neutral Arbitrator is convinced that the Village Board wants most if not all of its’ positions included in the final draft. As a whole the contract approved by the majority of the Arbitration Panel is in this Arbitrator’s opinion fair, reasonable, typical in police contracts and supportive of the status quo. While the Village Board’s rejections in this Arbitrator’s opinion are unfair, unreasonable, unusual, atypical and rebuffing of the status quo.

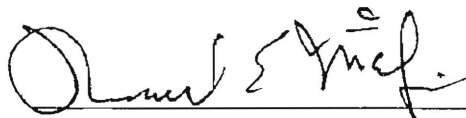
With the above and appended changes the Neutral Arbitrator approves the original Collective Bargaining Agreement.

AWARD

Under the authority vested in the Arbitrator by Section XIV of the Illinois Public Employees Labor Relations Act the Tripartite Panel made the above findings including the Tentative Agreements by a majority of the panel.

Dated at Northbrook, Illinois this 15th DAY of, March 2013

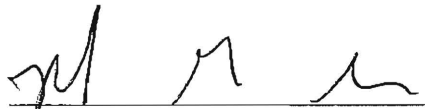
Each Arbitrator circle one below:


_____ Concur Dissent

Raymond E. McAlpin, Arbitrator

_____ Concur Dissent

Robert Abboud, Employer Arbitrator


_____ Concur Dissent

Raymond Garza, Union Arbitrator

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.

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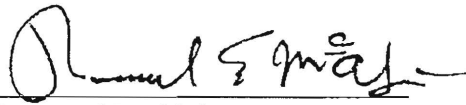
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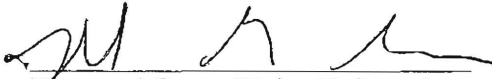
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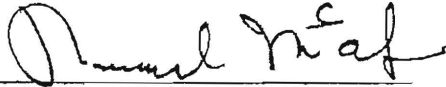
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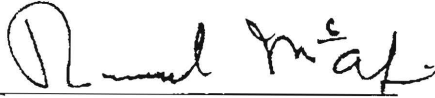
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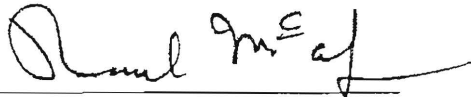
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