

RESOLUTION NO. 20-2526

VOTE: Passed by an omnibus vote.

Voting aye: Trustees Tyrrell, Siffermann,

Rudolph, John, Fink, Chen and President

Gallagher.

Voting nay: None.

DATE: January 27, 2020

OTHER:

**A RESOLUTION AUTHORIZING THE APPROVAL
AND EXECUTION OF AN EXTENSION OF THE
LABOR AGREEMENT BETWEEN THE VILLAGE OF
WESTERN SPRINGS AND METROPOLITAN
ALLIANCE OF POLICE, WESTERN SPRINGS POLICE
CHAPTER 360.**

WHEREAS, Western Springs Sergeants have previously approved recognition of Metropolitan Alliance of Police, Western Springs Police Chapter 360 (“MAP”) for the purpose of bargaining collectively with the Village of Western Springs under the provisions of the Illinois Public Labor Relations Act (5 ILCS 315/1 *et seq.*); and

WHEREAS, on December 21, 2015, the Village President and Board of Trustees of the Village of Western Springs (the “Village Board”) adopted Resolution No. 15-2343 which approved the “Labor Agreement Between Village of Western Springs and Metropolitan Alliance of Police, Western Springs Police Chapter 360” (“2015-2017 Labor Agreement”), a copy of which is on file with the Village Clerk’s Office. The term of the Labor Agreement expired on March 21, 2017; and

WHEREAS, in 2017, the Village Board approved a new Labor Agreement with Metropolitan Alliance of Police, Western Springs Police Chapter 360 (“2017-2020 Labor Agreement”), a copy of which is on file with the Village Clerk’s Office. The term of the 2017-2020 Labor Agreement expires on March 31, 2020; and

WHEREAS, under mutually agreed to ground rules, the respective bargaining teams representing the Village and MAP engaged in negotiations and reached a tentative agreement to modify certain provisions and extend the term of the 2017-2020 Labor Agreement from March 31, 2020 through March 31, 2021; and

WHEREAS, subsequent thereto, the members of the bargaining unit ratified and signed said Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs and the Metropolitan Alliance of Police, Western Springs Police Chapter 360, desire to enter into an agreement to extend the Labor Agreement entitled “Extension Agreement Between Village of Western Springs and Metropolitan Alliance of Police, Western Springs Police Chapter 360” (the “Extension Agreement”), a copy of which is attached hereto as **Exhibit “A”** and made a part hereof; and

WHEREAS, the Village President and Board of Trustees of the Village of Western Springs have reviewed the Extension Agreement and find that it is in the best interest of the Village, its residents and the public to approve the Extension Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

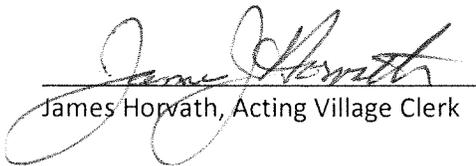
Section 2: The President and Board of Trustees of the Village of Western Springs approve and authorize the agreement entitled "Extension Agreement Between Village of Western Springs and Metropolitan Alliance of Police, Western Springs Police Chapter 360" (the "Extension Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees of the Village of Western Springs authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Extension Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the Extension Agreement.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 27th day of January, 2020, and approved by me as Village President, and attested by the Village Clerk, on the same day.



Alice F. Gallagher, Village President

ATTEST:



James Horvath, Acting Village Clerk

Published by me in pamphlet form on the 27th day of January, 2020.



Elaine Haeshe, Deputy Village Clerk

Exhibit "A"

**Extension Agreement Between Village of Western Springs and
Metropolitan Alliance of Police, Western Springs Police Chapter 360**

(attached)

EXTENSION AGREEMENT
Between
Village of Western Springs
and
Metropolitan Alliance of Police Chapter 360

WHEREAS, the Village of Western Springs (“Village”) and the Metropolitan Alliance of Police Chapter 360 (“MAP”) are parties to a Labor Agreement covering patrol officers for the term of April 1, 2017 and expiring March 31, 2020;

WHEREAS, the Village and MAP agree to extend the term of the current agreement for the period of one additional year with only a change in term of the agreement and related provisions, addressing the unconstitutionality of fair share and adjusting the salary schedule;

WHEREAS, the Village and MAP have agreed to an across-the-board increase to the salary schedule in the current agreement.

NOW THEREFORE, the parties agree as follows:

1. The Agreement will expire on March 31, 2021. To effectuate this change, the following contract provisions will be modified as follows:

A. The duration clause will be changed as follows:

ARTICLE XVII DURATION AND TERM OF AGREEMENT

Section 1. Termination in 2021. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of March, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy-five (75) days prior to the anniversary date unless the parties mutually agree otherwise.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

B. Appendix A will be modified as follows:

**APPENDIX A ALTERNATIVE IMPASSE
RESOLUTION AGREEMENT**

Alternative Impasse Resolution Agreement entered into by and between the Metropolitan Alliance of Police, Chapter 360 (hereafter "the Chapter") and the Village of Western Springs (hereafter "the Employer").

WHEREAS, the provisions of §1614(p) of the Act provide that the parties may agree to submit their unresolved disputes concerning wages, hours, terms and conditions of employment to an alternative form of impasse resolution.

NOW, THEREFORE, based upon the mutual benefits and consideration set forth herein, the receipt and sufficiency of which for each party is hereby acknowledged, the Employer and the Chapter agree to the following Alternative Impasse Resolution Procedure:

- (1) **Authority for Agreement:** The parties agree that the statutory authority for this Agreement is §1614(p) of the Act. The parties intend the provisions of this Agreement to represent and constitute an agreement to submit to an alternative form of impasse resolution any unresolved disputes concerning the wages, hours, terms and conditions of employment of the employees represented by the Chapter that are subject to the parties' negotiations for a successor agreement, the provisions of which are set forth herein.
- (2) **Selection of Arbitrator and Naming of Panel:** The parties agree that should it become necessary to submit their unresolved disputes in negotiations to arbitration pursuant to §1614, they will engage in the arbitration of impasse procedures described in the Act and the Rules and Regulations of the Board, subject to the following:
 - (a) **Service of Demand for Mediation:** The Employer agrees that any Demand for Mediation filed by the Chapter and served on the Employer prior to the commencement of the Employer's fiscal year on January 1, 2021, shall be deemed to be a proper and timely demand as provided in the Act and the Rules and Regulations of the Board; further, that arbitration proceedings under the Act and those Rules and Regulations shall be deemed to have been initiated and commenced on the date of service and filing of the Demand for Mediation.

- (b) **Arbitrator Selection Process:** The parties agree that notwithstanding the filing and service of any Demand for Mediation by either the Chapter or the Employer, the selection of an arbitrator shall be delayed until such time as either party serves on the representative of the other, in writing by certified mail, a Demand that the arbitrator selection process be commenced, provided that the parties have engaged in mediation for at least thirty (30) days. It is further agreed that:
- (i) During this period of delay, the parties agree to continue good faith collective bargaining, including utilizing the services of the Federal Mediation and Conciliation Service should an impasse be reached.
 - (ii) Within seven (7) days of the receipt by the other party of the written Demand that selection of an arbitrator begin, the representatives of the parties shall meet and attempt to mutually agree upon an arbitrator. Unless the parties mutually agree otherwise, each party waives the right to a three member panel of arbitrators as provided in the Act and agrees that the arbitration proceedings shall be heard by a single, neutral arbitrator.
 - (iii) In the absence of an agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside in Illinois, Indiana or Wisconsin. Both the Employer and the Chapter shall have the right to reject one panel in its entirety within seven (7) calendar days of receipt and request that a new panel be submitted. The parties agree to engage in an alternate striking process to determine who shall be the arbitrator, with a coin toss being used to determine who strikes first. In the event that the arbitrator selected is unwilling or unable to serve, the last arbitrator struck from the panel shall be invited to so serve. If he or she declines or is unable to hear the matter, the parties shall request a new list from FMCS and commence the selection process anew.
 - (iv) The parties shall jointly communicate and coordinate all remaining aspects of the arbitration (including but not limited to the scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board, unless modified by this Alternative Impasse Resolution Agreement.

(c) **Issues in Dispute and Final Offers:** Within twenty-one (21) calendar days prior to the commencement of the hearing, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. In addition, the parties shall submit to the arbitrator as a joint exhibit all tentatively agreed to contract language. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award. It is further agreed that:

- (i) Each party retains the right to object to any issue on the grounds that the same constitutes a non-mandatory subject of bargaining and/or is an issue on which the arbitrator has no authority to issue an award. Should any disputes arise as to whether a subject is a mandatory subject of bargaining, the parties agree to cooperate in obtaining a prompt resolution of the dispute by the Board pursuant to the Act and the Rules and Regulations of the Board. Either party may file a petition with the Board's General Counsel for a declaratory ruling after receiving such notice from either party that it regards a particular issue a non-mandatory subject of bargaining.
- (ii) Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify final offers or from mutually agreeing to resolve any or all the issues identified as being in dispute through further collective bargaining.

(d) **Authority and Jurisdiction of Arbitrator:** The parties agree that the neutral arbitrator shall not function as a mediator unless mutually agreed by the Employer and the Chapter. The arbitrator selected and appointed to resolve any disputes that may exist in the negotiations for an agreement shall have the express authority and jurisdiction to award increases or decreases in wages and all other forms of compensation retroactive to April 1, 2021, notwithstanding any delay in the arbitrator selection process that may have occurred or any other modification of the impasse procedure described in the Act and the Rules and Regulations of the Board as a result of this Agreement. Provided one party has served on the other a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, each party expressly waives and agrees not to assert any defense, right or claim that the arbitrator lacks the jurisdiction and authority to make such a retroactive award of increased or decreased wages and/or other forms of compensation.

- (e) **Discretion and Judgment of Arbitrator:** The parties do not intend by this Agreement to predetermine or stipulate whether any award of increased or decreased wages or other forms of compensation should in fact be retroactive to April 1, 2021, but rather intend to insure that the arbitrator has the jurisdiction and authority to so award retroactive increases or decreases, provided a timely Demand for Mediation has been submitted by one party, to that date should he in his discretion and judgment believe such an award is appropriate.
- (f) **Conduct of Hearings:** The parties agree that all arbitration hearings shall be conducted as follows:
- (i) Hearings shall be held in Western Springs, Illinois, at a mutually agreed location. Hearings may be conducted elsewhere by written mutual agreement.
 - (ii) The hearings shall begin within thirty (30) days of the notification that the arbitrator selected has accepted the appointment to serve as the neutral arbitrator. The parties, by mutual written agreement, may agree to delay the date of the first hearing for a period up to ninety (90) days. The hearings shall be scheduled on mutually agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within thirty (30) days of the date of the first hearing.
 - (iii) The party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative by the arbitrator, within thirty (30) calendar days of the conclusion of the hearing.
 - (iv) The arbitrator's decision and award shall be issued in writing directly to each party's representative within thirty (30) days of the close of hearings or the submission of post-hearing briefs, whichever is later.
 - (v) A mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator, shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its witnesses and representatives.

- (3) **Time Limits**: The parties agree that any time limits, regardless of whether they are set forth in this Alternative Impasse Resolution Procedure, in the Act, or in the Rules and Regulations of the Board, may be extended by mutual written agreement.
- (4) **Remaining Provisions of §1614**: Except as expressly provided in this Agreement, the parties agree that the provisions of §1614 of the Act and the Rules and Regulations of the Board shall govern the resolution of any bargaining impasses and any arbitration proceedings that may occur. To the extent there is any conflict between the provisions of this Agreement and §1614 and/or the Rules and Regulations of the Board, it is the parties' express intent that the provisions of this Agreement shall prevail.
- (5) **Recitals Incorporated**: The parties agree that the recitals at the beginning of this Agreement represent essential elements of the understandings of the parties, and that the same are hereby incorporated as part of this Agreement.
- (6) **Authority of Representatives**: The representatives of the parties signing below warrant to each other that they have been duly authorized to enter into this Agreement by the governing body of the Employer and the membership of the bargaining unit, respectively, and that all necessary steps have been taken to insure that the terms of this Agreement will be binding on the Employer and the Chapter.

2. The salary schedule will be increased by 2.5% effective April 1, 2020. To effectuate this change, the following contract provision will be modified as follows to add the additional provision:

ARTICLE 11 SALARIES

Effective April 1, 2020, employees shall be paid on the basis of the following minimum annual salaries for each of the following steps:

| <u>STEP</u> | <u>ANNUAL SALARY</u> |
|-------------|----------------------|
| Probation | \$69,056.7421 |
| A | \$70,740.0621 |
| B | \$72,467.5239 |
| C | \$79,099.2317 |
| D | \$81,824.5512 |
| E | \$89,149.4535 |
| F | \$93,202.6544 |
| G | \$97,254.7462 |

3. Fair Share shall be deleted in its entirety from Article III Chapter Rights Section 2 Fair Share and Section 3 Indemnification will be renumbered to Section 2 and modified to delete the reference to fair share as follows and the following sections will be renumbered from Sections 4 and Section 5 to Sections 3 and 4 as outlined below:

ARTICLE III CHAPTER RIGHTS

Section 2. Indemnification. The Chapter shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) 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 Section 1 of this Article, so long as any and all of the aforementioned claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) are not initiated by the Village. If it should be ruled by a court of competent jurisdiction that this indemnification clause, or any part of it, is void as against public policy, then Section 1, Dues Deduction shall become null and void and shall no longer be considered a part of this Agreement.

Section 3. Chapter Use of Bulletin Board. The Village will make available space on a bulletin board for the posting of official Chapter notices of a non-political, non-controversial nature, but only after such notices have been submitted to and approved by the Director of Law Enforcement Services or his designee for posting. Such approval shall be noted on the posting, along with the date it was approved and the period of time that the notice will be posted. Except as provided in this Section, there shall be no distribution or posting of Chapter materials of any kind on Village property.

Section 4. Access to Village Premises. Duly authorized Chapter business representatives will be permitted reasonable access to the premises of the Village for the purpose of representing employees pursuant to the provisions of this Agreement. These business representatives will be identified to the Director of Law Enforcement Services or his designee in a manner suitable to the Director of Law Enforcement Services or his designee and on each occasion will first secure the approval of the Director of Law Enforcement Services or his designee to enter and conduct their business as not to interfere with Village operations. If such approval is granted, the Director of Law Enforcement Services or his designee shall designate the area where such business is to be conducted and the period of time provided for such purpose. The Chapter will not

abuse the privileges granted by this Section, and access to Village premises shall at all times be subject to general department rules applicable to non-employees.

4. The remainder of the contract provisions will remain unchanged.

Signed this _____ day of December 10th, 2019

| | |
|---|---|
| Village of Western Springs <u><i>Alice Pallaguer</i></u> Village President ATTEST: <u><i>James J. Horvath</i></u> Village Clerk (SEAL) <i>JAMES J. HORVATH</i> | MAP Chapter 360 <u><i>Kingsley L. Church IV</i></u> Union President <u><i>Kingsley L. Church IV</i></u> |
|---|---|