
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2018-R-031

**AN RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TINLEY PARK
POLICE SERGEANTS AND THE VILLAGE OF TINLEY PARK**

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

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Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
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**AN RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TINLEY PARK
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WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park (“Village”), have considered entering into an Agreement with its Police Sergeants (“Agreement”), a true and correct copy of such agreement being attached hereto and made a part hereof as Exhibit 1; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interest of the Village that said Agreement be entered into by the Village; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: The preambles hereto are hereby made a part of, and operative provision of this Resolution as fully as if completely repeated at length herein.

SECTION 2: That the President and Clerk of the Village are hereby authorized to execute for and on behalf of the Village the aforesaid Agreement attached hereto as Exhibit 1.

SECTION 3: Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 5th day of June, 2018.

AYES: Younker, Pannitto, Berg, Brady, Glotz

NAYS: None

ABSENT: None

APPROVED THIS 5th day of June, 2018.



VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of RESOLUTION No.2018-R-031, “AN RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TINLEY PARK POLICE SERGEANTS AND THE VILLAGE OF TINLEY PARK,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 5, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of June, 2018.


KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 1

AGREEMENT

BETWEEN

VILLAGE OF TINLEY PARK

AND

**METROPOLITAN ALLIANCE OF POLICE
TINLEY PARK SERGEANTS**

2018 TO 2021



AGREEMENT
between the
Village of Tinley Park and the Tinley Park Police Sergeants

This Agreement is entered into by and between the **VILLAGE OF TINLEY PARK** (hereinafter called the "Village") and the Tinley Park Sergeants this 5th day of June 2018. The Village recognizes that the **Metropolitan Alliance of Police** will service this agreement, and that it will be internally designated as **MAP Tinley Park Sergeants Association**.

The following benefits and wages are afforded the Sworn Police Sergeants of the Tinley Park Police Department through an agreement with the Village of Tinley Park. This agreement shall pertain to all current and future Police Sergeants within the police department. This agreement will supersede the Village of Tinley Park Personnel Manual on the areas listed below. Other personal benefit issues not addressed in this agreement will be in accordance with the then current agreement between the Village of Tinley Park and the Metropolitan Alliance of Police – Tinley Park Police Chapter #192, with the exception of the following:

- Recognition and Representation (Article I)
- No Discrimination (Article II)
- Management Rights (Article V)
- Seniority (Article VI)
- General Provisions (Article XI, Section 11.1, 11.3, 11.4)
- Dues Deduction (Article XII)
- Wages (Article XIV, Section 14.1, 14.2, 14.7, 14.9)
- Credit Union Deduction (Article XIII)

All other personnel benefit issues not addressed in this Agreement, or within the agreement with Tinley Park Police Chapter #192, will be in accordance with the Village of Tinley Park Personnel Manual. Unless where noted by schedule, this agreement will remain in effect through April 30, 2021 and remain in effect thereafter until such time as a new agreement is formulated.

Section 1 Hours of Work and Overtime

Each Sergeant will receive overtime in accordance with the agreement between the Village of Tinley Park and the Metropolitan Alliance of Police – Tinley Park Police Chapter #192. Should federal or state legislation allow for or require changes to the overtime rules, the Village agrees to conform to the overtime standards set forth by the agreement with the Metropolitan Alliance of Police – Tinley Park Police Chapter #192 with regards to the Sergeants covered by this Agreement. This section is not intended to dictate the manner in which overtime is selected. Overtime assignments shall be offered by seniority to the covered Sergeants. The Chief of Police reserves the right to assign overtime other than patrol overtime assignments based upon the needs or exceptional aspects of the assignment.

Section 2 Legal Representation

Legal representation will be provided by the Metropolitan Alliance of Police for the purpose of providing, legal representation in grievances, and any other matters requiring such representation through this agreement, and any subsequent agreements, between the Village and the Tinley Park Sergeant's Association, The representation will be provided for the term of this agreement, as well as for any subsequent agreements if necessary.

Section 3 Wage Schedule

The minimum salary effective at the inception of this agreement will be as follows:

Start per hour	End of 1 st Year
End of Third year	Top Patrol plus 20%
Patrol plus 20%	

In addition, the Village agreed to maintain a 20% difference between the above indicated steps of the annual top base salary of a patrol officer and the annual top base salary of a Sergeant. This percentage difference will also include, but will not be limited to any contractual or non-contractual salary increases, spikes, bumps or pay adjustments afforded the patrol officers as outlined in each subsequent agreement between the Village of Tinley Park and the Metropolitan Alliance of Police – Tinley Park Police Chapter #192. In the event that the Village of Tinley Park and the Metropolitan Alliance of Police Tinley Park Chapter #192 do not reach an agreement prior to the expiration of their agreement, any wage increase will be retroactive to May 1 of the affected year.

Section 4 Professional Development Incentive

It will be acknowledged that the Village has established an incentive to encourage continuing professional development. Sergeants will receive a professional development (educational) incentive in accordance with the agreement between the Village of Tinley Park and the Metropolitan Alliance of Police Tinley Park Chapter #192. In addition, employees who presently hold, or who subsequently obtain a Master's Degree shall receive an annual professional development incentive compensation of \$140.00 per month. At such time that a comprehensive professional development incentive program that is equal to or greater than this incentive program is adopted by the Village, this section will be superseded by the Village personnel manual.

Section 5 Supervisory Role

By virtue of the execution of this agreement, each of the Sergeants acknowledge and agree that he or she is a supervisor within the meaning of the Illinois Public Relations Act, and that he or she is an employee whose principal work is substantially different from that of his or her subordinates, and his authority, in the interest of the Village, to direct, reward, counsel and evaluate employee. Furthermore, he or she has the ability to provide input and/or recommendations regarding the supervision, promotion and discipline of subordinates. It is recognized that the aforementioned authority is not merely routine or clerical in nature but requires the consistent use of independent judgment.

Section 6 No Collective Bargaining Unit

This agreement does not represent or constitute a collective bargaining agreement and the events leading up to its execution did not constitute collective negotiations. The Sergeants recognize and agree that the Village does not waive any right to contest the appropriateness of any claimed or proposed collective bargaining unit consisting of or including the Sergeants under the Illinois Public Labor Relations Act. The Village recognizes and agrees that this agreement does not preclude the Sergeants from filing for legal representation as a collective bargaining unit as determined by the Illinois Labor Relations Board under the Illinois Public Labor Relations Act.

Section 7 Modification

This agreement may only be modified, amended or supplemented by a writing executed by the parties affected by such modifications, amendment or supplement.

Section 8 Agreement Provisions

If any provision of this agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not be construed as though such invalid or unenforceable provision had never been contained herein. If a provision is severed under this paragraph, the parties agree to negotiate in good faith to replace such provision with a provision that closely approximates the intent of the severed provision.

Section 9 Law

This agreement shall be governed by the laws of the State of Illinois.

Section 10 Arbitration

Should this agreement be legally or otherwise challenged in any way, the parties agree to attempt to resolve the conflict internally. Should the conflict not be resolved within forty-five (45) days, the parties consent and agree to private arbitration and/or mediation in lieu of court proceedings. The intent of the parties is to explicitly waive their respective rights to court proceedings and attempt to resolve any differences through arbitration/mediation.

In the event arbitration/mediation is necessary, the parties must agree to a private mediation/arbitration of their own choosing within thirty (30) days of written notice of the requesting party. After agreement of the mediation/arbitration, the mediation/arbitration must commence within sixty (60) days of selection or sooner. All costs related to arbitration/mediation will be split 50/50.

The determination of the mediator/arbitrator will be binding and not appealable. Any determination of arbitrator/mediator must be rendered within thirty (30) days of the close of mediation/arbitration.

If there is any disagreement of any term or intent of this document, the attorney for the Sergeants and attorney for the Village are encouraged to resolve the issues between themselves.

Section 11 Grievance Procedure

A grievance is a difference of opinion between an employee and the Village with respect to the meaning or application of the express terms of this Agreement, or with respect to the inequitable application of rules applicable to the Police Department which may be in effect from time to time.

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the occurrence of the event giving rise to the grievance.

Step 1: Written to Deputy Chief.

An aggrieved employee, (or a Steward on behalf of the Employee), shall file a written grievance signed by the employee on a form provided by the Village setting forth the nature of the grievance and the provision(s) involved. The immediate supervisor shall respond in writing within seven (7) calendar days of this discussion.

Step 2: Appeal to Chief.

If the grievance is not settled in Step 2, the aggrieved employee or his steward may, within seven (7) calendar days from receipt of the Step 2 answer, appeal in writing to the Chief. The Employee and the Chief will discuss the grievance at a mutually agreeable time, within seven (7) calendar days of the Chief's receipt of the grievance. If no agreement is reached in such discussion, the Chief will give his answer in writing, within seven (7) calendar days of the discussion. The Village may join the Step 3 and Step 4 meetings if it so desires, by having in attendance both the Chief and the Village Manager or his designee.

Step 3: Appeal to Village Manager. If the grievance is not settled in Step 3 the aggrieved employee, may, within seven (7) calendar days after receipt of the Step 3 answer, file a written appeal to the Village Manager. A meeting between the Village Manager, or his designee, and the Employee will be held at a mutually agreeable time within seven (7) calendar days of the Village Manager's receipt of the grievance. If no settlement is reached at such meeting, the Village Manager or his designee shall give his answer in writing within ten (10) calendar days of the meeting.

Step 4: Grievance Arbitration. If the grievance is not settled in accordance with the foregoing procedure; the aggrieved employee, may appeal the grievance to arbitration by notifying the Village Manager within ten (10) calendar days after receipt of the Village's answer in Step 4. Within ten (10) calendar days of receipt of such request, the Employee and the Village shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS) and request a panel of arbitrators, each of which shall be a member of the National academy of Arbitrators. If upon receipt of a panel of arbitrators from FMCS, the parties cannot agree on the selection of an arbitrator, the arbitrator shall be selected by having each party strike the name of an arbitrator from the panel until only one remains. First strike shall

be determined by a coin toss. Each party retains the right to reject one panel in its entirety, and to request that a new panel be submitted. The arbitrator shall fix the time and place of the hearing, which shall be as soon as possible after his selection, subject to the reasonable availability of Employee and Village representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the agreement. He shall consider and decide only the specific issue submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this agreement to the facts of the grievance presented. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing or submission of briefs by the parties. The decision of the arbitrator shall be binding on the parties. The fees of the arbitrator and that of a court reporter, if requested by either party, shall be divided equally between the Board and Metropolitan Alliance of Police. All other expenses shall be borne by the party incurring them.

Section 12 Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth above. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the Village, provided that the parties may agree to extend any time limits. If the Village fails to provide an answer within the time limits so provided, such failure to answer shall constitute a proper denial of the grievance on the date the answer was last due and the Employee may immediately appeal to the next Step or forego further processing of the grievance.

Section 13 Investigation and Discussion

All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations and at a time when the Grievant and the Steward or other representative(s) involved are not being compensated by the Village.

Representatives of the Employee, previously accredited to the Village in writing by the Employee, shall be permitted to come on the premises of the Village for the purposes of investigating and discussing grievances if they first obtain permission from the Village Manager or his designated representative; such visits shall not interfere with normal Village operations and such permission shall not unreasonably be denied.

Section 14 Civil Service Commission

It is understood that matters subject to the jurisdiction of the Civil Service Commission, such as certification, promotion, discharge, disciplinary suspension of more than five (5) days or a second suspension within any six (6) month period, all as per 65 ILCS 5/10-1-18, are not subject to review under this agreement.

Section 15 Application of Grievance and Arbitration Procedure to Discipline

A sergeant who is charged with a disciplinary infraction or issued discipline of a one-day suspension or greater, has the option of appealing such disciplinary action through the grievance procedure set forth above and subject to the procedure described below or, if the suspension is five (5) days or more, through the Civil Service Commission. A Sergeant must notify the Village within ten (10) days of receiving written notice of the charge(s) against him or her whether he or she will seek review of the imposed discipline through the grievance procedure or through the Civil Service Commission procedures.

If the sergeant elects to appeal the discipline through the arbitration procedure, the following will apply:

1. Notice of intent to appeal will be filed with the Village Manager within ten (10) days of receiving written notice of disciplinary action.
2. The sergeant and the Village may agree to extend the time period in which a sergeant may file an appeal provided the extension agreement is in writing.
3. The Employee and the Village will jointly request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS). If upon receipt of a panel of arbitrators from FMCS, the parties cannot agree on the selection of an arbitrator, the arbitrator shall be selected by having each party strike the name of an arbitrator from the panel until only one remains. First strike shall be determined by a coin toss. Each party retains the right to reject one panel in its entirety, and to request that a new panel be submitted.
4. The arbitrator shall fix the time and place of the hearing, which shall be as soon as possible after his or her selection, subject to the reasonable availability of all parties.
5. Each party shall be afforded the opportunity of an oral argument or briefs, and, as needed supporting witnesses before the arbitrator.
6. Either party may request the opportunity to submit a post-hearing brief to the arbitrator. However, no party shall submit a brief without the agreement of the other. An arbitrator's award shall be final and binding, and any request for judicial review shall be exclusively under and in accordance with the Uniform Arbitration Act (710 ILCS 5/1, et seq.) and Section 8 of the Illinois Public Labor Relations Act (5 ILCS 315/8).

Section 16 Dues Deduction

Upon receipt of lawful written authorization from employees covered by this Agreement, the Village agrees to deduct from their salary regular legal representation dues during the term of this Agreement. A copy of the dues deduction authorization that is to be utilized is attached. Signing of the dues deduction authorization is voluntary with the individual employee and any

dues deduction authorization which is signed shall be revocable at any time by the employee. The dues shall be forwarded to the entity designated by the Employee to receive such deductions. The regular uniform Union legal representation dues to be deducted will be certified in writing by the Employee to the Village.

Section 17 Administrative Days

Each Sergeant will be allowed three (3) paid administrative days off for calendar year 2018. For 2019 and 2020, each Sergeant will be allowed two (2) paid administrative days off. In 2021, and each year thereafter, each Sergeant will be allowed three (3) paid administrative days off, unless otherwise negotiated. These days are awarded to compensate each sergeant's early arrival for pre-shift briefing preparation.


Section 18 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 30th day of April 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 60 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 30 days prior to the anniversary date unless the parties mutually agree otherwise.

Notwithstanding any provision of this Section or Agreement to the contrary, this Agreement shall remain in full force and effect after April 30, 2021 any expiration date while negotiations are continuing for a new agreement or part thereof between the parties.

Executed this 5th day of June, 2018.

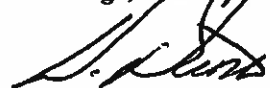
SIGNATURES



Jacob Vandenberg, Mayor



Keith George, President MAP



Sergeant William Devine, President
Tinley Park Sergeants Association

Attest 

Kristin Thiron, Clerk



Sergeant William Ringhofer, Vice President
Tinley Park Sergeants Association