

Resolution No. 17-18

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE
APPROVING A GRIEVANCE SETTLEMENT AGREEMENT AND RELEASE BETWEEN
THE METROPOLITAN ALLIANCE OF POLICE CHAPTER #453 AND
THE VILLAGE OF EAST DUNDEE**

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

Section 1. The Grievance Settlement Agreement and Release between the Metropolitan Alliance of Police on behalf of East Dundee Chapter #453 and the Village of East Dundee in words and figures as attached hereto as EXHIBIT A, shall be and hereby is approved .

Section 2. The Village President shall be and is hereby authorized to execute EXHIBIT A on behalf of the Village.

Section 3. This resolution shall take full force and effect upon its passage and approval as provided by law.

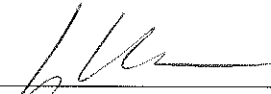
Passed by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this 1st day of October, 2018.

AYES: Trustees Lynam, Selep, Wood, Mahony and Andresen

NAYS: Trustee Hall

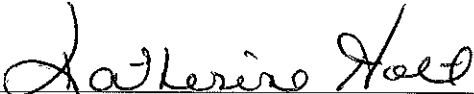
ABSENT: Ø

APPROVED:



Village President

Attest:



Village Clerk

GRIEVANCE SETTLEMENT AGREEMENT AND RELEASE

This is a Grievance Settlement Agreement and Release (the "Agreement") between the Metropolitan Alliance of Police on behalf of East Dundee Chapter #453 and all of its members (hereinafter collectively referred to as "Union") and the Village of East Dundee, for all of its officials, employees, attorneys, agents, successors, and assigns, and anyone else acting for it, all in their official and individual capacities, (hereinafter referred to jointly as the "Village"):

WHEREAS, the Village and the Union are parties to a collective bargaining agreement effective May 1, 2017 through April 30, 2021 (the "Contract"); and

WHEREAS, the Union has filed Grievance No. 01-112 on August 14, 2017 (referred to as "the Grievance"), alleging that the Village violated the Contract by assigning vacant shifts to part time officers, which has been forwarded to the final step of the grievance process – arbitration; and

WHEREAS, the Village denied the Grievance through its steps and continues to deny that the Contract has been violated, and is entering into this Agreement to settle a disputed claim and without admission of any contractual or other violation; and

WHEREAS, the undersigned parties wish to avoid the legal costs and uncertainty associated with the arbitration of the Grievance; and

WHEREAS, the parties have jointly, cooperatively, with the benefit of counsel, negotiated this mutually beneficial resolution of the Grievance and all related claims; and

WHEREAS, the parties agree they have both sacrificed and gained valuable consideration in order to achieve this bargained-for resolution; and

WHEREAS, the parties, based upon the equities and traditional notions of fairness, have jointly attempted to have the funds divided based upon a mutually agreed upon methodology aimed at distributing money to members based upon the overtime worked by eligible employees during the relevant time-period; and

WHEREAS, the parties hereto intend this Agreement to be a complete and total resolution of all claims that were or could have been raised in the Grievance and/or any other related grievance or complaint;

NOW, THEREFORE, in consideration of the money, mutual covenants and promises contained herein, the sufficiency of which is acknowledged, and which constitute compromises on the part of the Union, and the Village, the undersigned parties hereby agree as follows:

1. **Incorporation of Recitals.** The Whereas provisions set forth above are incorporated herein as substantive provisions of this Agreement.

2. **Backpay.** The parties agree the Village will pay the gross total amount of \$45,000.00 to settle the Grievance and all grievances filed (or that could have been filed) to date relating to the schedule change and/or the filling of vacant shifts in the police department. All payments made to individual officers pursuant to this Agreement shall be subject to normal and customary payroll withholdings and deductions.

3. **Distribution.** The parties agree the following distribution of the \$45,000.00 properly distributes the \$45,000.00 amongst eligible Union members:

Unit Members	% of OT WORKED	Total
Kasiba	4.59%	\$ 2,066.33
Clark	21.43%	\$ 9,642.86
Duda	1.02%	\$ 459.18
Marinos (Michelini)	8.16%	\$ 3,673.47
Miles	17.86%	\$ 8,035.71
Magnuson	9.69%	\$ 4,362.24
Lawson	11.73%	\$ 5,280.61
Rybialek	10.20%	\$ 4,591.84
Ritter	11.22%	\$ 5,051.02
Haase	4.08%	\$ 1,836.73
Total	100.00%	\$ 45,000.00

4. **Class Action.** The Union recognizes the Village has a potentially valid argument regarding several members' failure to file grievances regarding this subject matter. The Village may have prevailed at arbitration on timeliness and substantive arbitrability arguments. At the same time, if the Union prevailed a more substantial award may have been achieved. Therefore, with an eye toward settling these matters and attempting to forge an improved labor-management relationship, the parties have agreed to settle the Grievance and all related claims on a class basis. Accordingly, this Agreement is binding upon and applicable to all members of the Union and extinguishes all claims of violation of Section 5.5 of the Contract which have been or could have been made by any member of the Village's police department up to the date of this Agreement. The calculations set forth in paragraph 3 above for the distribution of the \$45,000.00 were made by the Union based on its study of the availability of officers for overtime and the average amount of overtime worked during the relevant time period, and is intended by both parties to be a fair and final distribution of the agreed-upon settlement amount.

5. **Withdrawal and Release.** The Grievance is hereby withdrawn with prejudice. All grievances or potential grievances or charges regarding this subject matter up to the date of this Agreement are deemed withdrawn with prejudice. The Union agrees and acknowledges this Agreement fully and fairly compensates all members for their lost opportunity to work overtime during the relevant period. The Union, on behalf of itself and all its members, hereby releases the Village from any and all claims, known or unknown, of violation of Article 5 of the Contract,

including without limitation any claims that vacancies were not properly filled per Section 5.5 thereof, and/or that notice of a deployment change was not provided as per Section 5.2 thereof, and any and all other claims that were or could have been brought in any manner or forum related to the subject matter of the Grievance, that existed or are alleged to exist up to the date of this Agreement.

6. **Severability.** The Provisions of this Settlement Agreement are severable. The unenforceability or invalidity of one or more of the clauses, sentences, or provisions shall not render any other clause, sentence, or provision unenforceable or invalid. However, a declaration of unenforceability or invalidity may be a basis for impacts and effects bargaining.

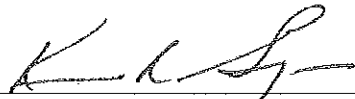
7. **Complete Agreement.** This Agreement completely and finally resolves the Grievance and all related claims for the Union and all of its members. The parties agree that this Agreement constitutes the complete understanding between them with respect to the Grievance and all related claims.

8. **Enforcement.** The parties agree this Agreement is considered the binding interpretation of, and amendment to, the Contract and is exclusively enforceable through the contractual grievance procedure.

9. **No Admission.** The considerations exchanged herein do not constitute and shall not be construed as an admission of liability on the part of the Village or of any employee, officer or agent of the Village, or as an admission of any violation of any local, State, or federal statute, ordinance, regulation, order or common law, or the Contract, all such liability being expressly denied. This Agreement is non-precedential.

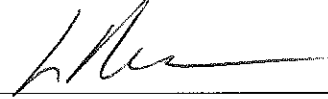
10. **Authority.** The parties who sign this Agreement have the authority to bind their respective organizations and entities. The Union verifies it has the lawful authority to enter into this Agreement on behalf of all Village employees covered by the Contract who made or could have made claims pursuant to the Grievance or a related grievance. The Union further represents and warrants that the payment schedule set forth in Paragraph 3 above has been presented to and approved by a majority of its members. The Village further verifies this matter was presented to, and voted upon by, the Village's Board of Trustees during a properly noticed public meeting in accordance with the Illinois Open Meetings Act.

Metropolitan Alliance of Police

By: 

Date: 9/16/18

Village of East Dundee

By: 

Date: 10/4/18