

**ARBITRATION BEFORE
ARBITRATOR JEANNE M. VONHOF**

In the Matter of Arbitration Between:)	
)	
VILLAGE OF STICKNEY,)	
)	
)	
Employer,)	FMCS Case No. 110103-00213A
)	Miller Back Pay Arbitration
)	Arb. Docket No. 110504:
And)	
)	
THE ILLINOIS FRATERNAL ORDER OF)	
POLICE LABOR COUNCIL,)	
)	
Union.)	

AGREEMENT

NOW COME the Parties hereto, the Village of Stickney (including its Police Department), the Illinois Fraternal Order of Police Labor Council (“Union”), and the Grievant, Heather Miller, and in order to effectuate the Arbitrator’s April 6, 2023, Award (hereafter “Award”), and enter into this Agreement.

WHEREAS, on April 6, 2023, the Arbitrator issued a Remedy Award in this matter, setting out in general terms of the appropriate remedy in this case.

WHEREAS, the Arbitrator found the Grievant, Heather Miller, was entitled to the following remedies from the Village:

1. “[P]ension credits based upon her seniority from the date of hire, as part of this remedy award.”
2. Annual Education Bonus.
3. Backpay between the date of the Grievant’s termination until the date that is one year after the date that the Grievant stopped receiving unemployment benefits, offset by any unemployment compensation that the Grievant received and less two weeks’ pay to be considered a disciplinary suspension (hereafter, the “Backpay Period”).
4. Overtime pay during the Backpay Period.
5. Holiday pay during the Backpay Period.
6. Any other pay the Grievant would have earned during the Backpay Period.

WHEREAS, the Award acknowledges that the Grievant had already been paid for vacation and sick time. The Award provided that monies would be due for "Paid Time Off" only if "the Parties have routinely compensated employees for unused Personal Days," and the Parties report that there has been no such routine practice;

WHEREAS, the Award provided that Union dues were to be deducted from the monies owed to the Grievant and those sums were to be forwarded to the Union;

WHEREAS, the Award did not specify the specific sums of money owed for the foregoing categories of relief, denied all other relief sought, and concluded that the Arbitrator retains jurisdiction to resolve any issues arising under the Award; and

WHEREAS, the Village denies that it violated the collective bargaining agreement entered into between the Parties or any wrongdoing whatsoever, and specifically denies the allegations set forth in the Grievance;

NOW THEREFORE, in consideration for the mutual promises and other consideration identified herein, which all Parties agree is adequate and sufficient consideration, the Parties agree as follows:

1. Each of the Parties agree to the statements and terms contained in the Supplemental/Clarified Order attached hereto as Exhibit A, and agree to cooperate with each other to submit Exhibit A and this Agreement to the Illinois Municipal Retirement Fund ("IMRF") in order to obtain IMRF approval of the mechanism to effectuate pension credits for the Grievant based upon the back pay payment.

2. Once Exhibit A and this Agreement are both preliminarily approved by IMRF, the Parties shall use their best and good faith efforts to ask the Arbitrator to enter the Supplemental/Clarified Order attached hereto as Exhibit A.

3. If IMRF or the Arbitrator seek modifications of the non-monetary terms of this Agreement or Exhibit A, the Parties shall negotiate in good faith to seek to reach agreement regarding any such modifications. However, the Parties agree that the monetary terms contained in Exhibits A1 and A2 have been agreed upon by the Parties and the Parties shall have no obligation to renegotiate the monetary terms.

4. After the Arbitrator enters the Supplemental/Clarified Order attached as Exhibit A, the Village shall comply with the Supplemental/Clarified Order by reinstating the Grievant and immediately placing her on an unpaid leave of absence.

5. During the period of the Grievant's reinstatement/leave of absence, she shall have no duties or responsibilities for the Village, other than executing any required W-4 forms, and except for IMRF, the Grievant shall not hold herself out to third parties as being an employee of the Village.

6. During the period of the Grievant's reinstatement/leave of absence from the Village, she shall not be entitled to receive any compensation or any benefits from the Village, except as specifically provided in this Supplemental/Clarified Award.

7. Once the Village forwards pension contributions to IMRF relating to the Grievant pursuant to the calculations attached as Exhibit A2, the Grievant's employment relationship with the Village shall be terminated, and the termination shall not be subject to any grievance or arbitration provision of any Collective Bargaining Agreement in effect between the Village and the Union, nor shall Grievant be entitled to recover any other employment-related benefits relating to the reinstatement/leave of absence period, including, but not limited to unemployment benefits, as a result of the termination.

8. The Parties Agree that the termination of the Grievant's employment that is planned

following the pension payments will be for legitimate and non-discriminatory reasons and is part of the Parties' efforts to effect the remedy Award.

9. The Grievant hereby covenants not to sue the Village for any claim relating to her reinstatement, leave of absence or the planned termination of her employment with the Village, or bring any other action challenging the propriety of the leave of absence or her discharge. However, nothing contained in this Agreement prohibits the Grievant from filing an action to enforce the Supplemental/Clarified Award or communicating with any government agency, filing a complaint with a government agency, or otherwise participating in any investigation or proceeding that may be conducted by any government agency. This Agreement also does not limit the Grievant's right to receive only a reward from a government-administered reward program for providing information directly to a government agency; however, the Grievant further waives any right to any form of damages (including, but not limited to lost wages, compensatory damages, liquidated damages, or punitive damages), hiring or reinstatement, attorneys' fees and costs, or other remedy in any action brought by the Grievant or on her behalf relating to her planned separation from the Village or to any claim relating to any terms or conditions of employment during the term of her reinstatement not specifically addressed herein.

10. The Union and the Grievant agree that the Village's compliance with the terms of the Supplemental/Clarified Award shall be full and complete satisfaction of the April 6, 2023 Award and shall fully and completely resolve all issues that were addressed in or relating to the Grievance that was the basis for the April 6, 2023 Award.

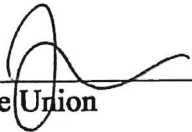
11. This Agreement is being entered into solely for the purpose of resolving disputed claims and shall not be construed as: (a) an admission by the Village of any (i) liability or wrongdoing to the Union or to the Grievant, (ii) breach of any agreement, or (iii) violation of a

statute, law, or regulation; or (b) a waiver of any defenses as to those matters within the scope of this Agreement. Similarly, this Agreement shall not be construed as an admission by the Union or the Village of any wrongdoing or violation of the CBA.

12. The Grievant acknowledges and represents that throughout this process she has been fully and fairly represented by the Union.

IN WITNESS WHEREOF, the Union, the Grievant and the Village have signed and executed this Agreement on the dates indicated below and agree to be bound by its terms.

Illinois Fraternal Order of Police Labor Council The Village of Stickney




For the Union

By: _____

Title: _____

Dated: 8/3/23

Dated: _____



Heather Miller

Dated: 8/3/23