

**ILLINOIS STATE LABOR RELATIONS BOARD  
BEFORE ARBITRATOR ROBERT PERKOVICH**

**In the Matter of an Interest  
Arbitration Between**

City of Sterling	)	
	)	
and	)	S-MA-03-228
	)	
Policemen's Benevolent Labor Committee	)	

**OPINION AND AWARD**

A hearing was held before Arbitrator Robert Perkovich, having been jointly selected by the parties, City of Sterling ("Employer") and Policemen's Benevolent Labor Committee ("Union"), on May 3, 2004 at Sterling, Illinois. The Employer was represented by its counsel, Jill Leka and the Union was represented by its counsel, Sean Smoot.

After considering the presentations and arguments of the parties with regard to the issues set forth below, I find as follows:

1. There shall be no changes to Article XI of the parties' collective bargaining agreement, Night Shift Premium Pay.
2. Article XIII, Hours of Work, shall be amended to read as follows (changes reflected in underline):

**Section 13.2. Work Schedule.** Except as provided elsewhere in this Agreement, the regular work schedule shall consist of not more than one hundred sixty-five (165) hours in a twenty-eight (28) day period. The regular work day shall consist of eight (8) hours (plus a fifteen minute briefing period for patrol). The regular work schedule for patrol shall consist of a minimum of three shifts.

**Section 13.3. Changes in Regular Work Day or Regular Work Week Schedule.** The departmental patrol work schedule shall be identified and made available to employees annually. After the schedule is posted, the patrol schedule will only be changed, due to an emergency or demonstrated operational need, to establish a departmental schedule departing from the regular workday, regular work schedule or the regular work cycle. The City will provide thirty (30) days notice of any proposed change in the regular workday, work schedule or work cycle, absent an emergency. Upon request of the Union, within seven (7) calendar days, the City will provide the Union an opportunity to discuss and provide

alternatives and input about the proposed change before determining to implement any such change. Such changes shall be for the duration of the emergency or operational need.

Employees shall have an opportunity to express a preference for shifts by seniority. The Chief shall have the final decision on shift assignments taking into consideration the qualifications, certification and training of the employees, experience levels, operational needs and seniority. A work schedule indicating the employees normal shifts, work day and hours of work shall be made available to all employees semi-annually. Should it be necessary in the City's judgment, after the schedule is posted, to change the shift, schedule or days off of an individual employee or employees dues to an emergency or operational need, the City will give as much notice as practicable, to all employees affected by such change. Such changes shall not be made for arbitrary or capricious reasons.

If the Chief of Police or his designee transfers an officer from one job assignment to another, when such transfer results in a change of shift of days off, the Chief or his designee will, absent emergency, give the affected employee(s) seven (7) days notice of such change.

Nothing contained herein precludes the parties from utilizing the Labor Management Committee to identify alternative work schedules to pilot.

3. Article XIV, Overtime, shall be changed as follows (changes reflected in underline):

**Section 14.1. Overtime.** (a) Employees shall be paid one and one-half (1-1/2) times their regular straight time rate of pay for all hours actually worked in excess of the employee's regular work schedule of one hundred sixty-five (165) hours worked in any given twenty-eight (28) day period. Overtime rates are calculated by dividing the annual rate (see Exhibits A, B, and C attached hereto) by 2080 and multiplying the resulting hourly rate by one point five (1.5). Overtime shall be paid in fifteen (15) minute increments.

- (b) Hours worked shall include hours paid as sick leave, vacation, personal days and holidays.

4. The Union shall be afforded the opportunity to make a presentation with regard to a twelve (12) hour shift schedule to the Employer at a meeting

consisting of duly designated representatives of both parties. The Employer may respond to the presentation if it chooses to do so and, moreover, if the parties jointly agree to submit the issue to their Labor-Management Committee, they may do so.

5. There shall be no changes to Article XVI, Holidays.
6. There shall be no changes to Article XXV, Section 25.7, Miscellaneous Benefits.
7. All tentative agreements reached between the parties before the hearing are hereby incorporated into this Opinion and Award.
8. The issue of the Overtime Memorandum of Agreement is hereby remanded to the parties for additional bargaining with regard to the details of a rotating seniority forced overtime system.
9. I retain jurisdiction in the event that any dispute between the parties arises out of this Award or in the event that their continued negotiations do not produce an agreement.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Robert Perkovich, Arbitrator