

**BEFORE
EDWIN H. BENN
ARBITRATOR**

In the Matter of the Arbitration

between

THE VILLAGE OF OAK PARK

and

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL, OAK PARK POLICE
LIEUTENANTS AND SERGEANTS
ASSOCIATION**

CASE NOS.: Arb. Ref. 07.243
(Interest Arbitration)

ORDER

This dispute was remanded to the parties by order dated September 24, 2007 for further negotiations on two issues. By order dated March 12, 2008, the parties were directed to continue their negotiations. By order dated May 28, 2008, further negotiations were ordered and a procedure for adjudication of the dispute if not resolved at the bargaining table was established.

Without prejudice to the parties' positions, it is now ordered that the grievance procedure in the parties' new collective bargaining agreement shall be that set forth in Appendix 1 of this order and the wage scale of the Agreement shall be that set forth in Appendix 2 of this order.



Edwin H. Benn
Arbitrator

Dated: June 24, 2008

APPENDIX 1

ARTICLE VIII-8

GRIEVANCE PROCEDURE

SECTION ONE: Introduction

It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any grievance which may arise between the Association or any member covered under this Agreement and the Village. Therefore, the parties agree that they shall use the procedures set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all alleged violations of the terms of this Agreement.

SECTION TWO: Definitions

For the purpose of this Grievance Procedure, the following definitions shall be applicable:

A "grievance" is the written allegation of an employee covered by this Agreement that, as to him, the Village has violated an express provision or term of this Agreement.

The term "grievant" shall mean any Lieutenant or Sergeant covered by this Agreement, who has filed and seeks resolution of a grievance.

For the purpose of this Article, the term "business day" shall mean Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m., exclusive of holidays as set forth in Article ~~XX-20~~.

SECTION THREE: ~~Exemptions~~ Disciplinary Grievances

~~Disciplinary actions, including suspensions and terminations that are subject to the exclusive jurisdiction of the Board of Fire and Police Commissioners, shall not be subject to this grievance procedure; however, suspensions that are within the statutory authority of the Chief of Police to impose may be made the subject of grievances, provided that the filing of any such grievance in Step 1 of the grievance procedure shall constitute a waiver by the grieving~~

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~~employee or employees of any right they may have to appeal the subject suspension to the Board of Fire and Police Commissioners.~~

~~In the event that a grievance is filed claiming a violation of Article VII, and the disciplinary action resulting from the investigation which gave rise to the alleged Article VII violation is placed before or appealed to the Board of Fire and Police Commissioners, the grievance shall be voided at that point and the alleged Article VII violation must be raised, if at all, with the Board of Fire and Police Commissioners.~~

Grievances may be filed with respect to any disciplinary action (other than oral and written reprimands) taken against an employee. If the disciplinary action is a suspension ordered by the Police Chief, the grievance shall be filed in the first instance at Step 2 of the grievance procedure within ten (10) calendar days of the imposition of discipline, and shall thereafter be processed in accordance with Article VIII 8 of this Agreement. If the disciplinary action is ordered by the Board of Fire and Police Commissioners, the grievance may be appealed directly to arbitration within ten (10) calendar days after the issuance of the disciplinary decision. In the event of any appeal to arbitration of a disciplinary action ordered by the Board, the arbitrator shall review the record before the Board and receive such other evidence as he deems relevant.

Any appeal to arbitration of a disciplinary grievance shall be signed by the Union President grievant or a representative of the Union, or his designee An appeal to arbitration of a disciplinary grievance shall constitute a waiver of any and all rights the employee may have and shall also contain a signed statement from the affected employee(s) waiving any and all rights they may have to appeal the subject action to the Board of Fire and Police Commissioners (in the case of disciplinary action imposed by authority of the Police Chief) or to courts pursuant to the Administrative Review Act (in the case of disciplinary action imposed by order of the Board of Fire and Police Commissioners). *Any appeal to the Board of discipline shall constitute a waiver of any and all rights the employee may have to file a grievance under Article 8 challenging the discipline. Any disciplinary action grievance filed contrary to the terms of this provision without the required signed waiver shall not be arbitrable and the arbitrator shall be without jurisdiction to consider or rule upon it.*

The above Article 8, Section 3 language negotiated in the 2006-2008 agreement is a pilot program and is not to be considered the bargained for status quo between the parties.

SECTION FOUR: Grievance Handling and Processing

With the Police Chief's or his designee's permission, which shall not be unreasonably withheld, the grievant and Association representatives will be permitted reasonable time off without loss of pay during their respective working hours to process and/or investigate grievances. Under no circumstances, however, shall the grievant, the Association representative or any employee involved in the process earn or be paid overtime for investigation and processing of grievances.

SECTION FIVE: Grievance Procedure

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps, except that individual steps may be bypassed by mutual agreement in writing between the designated representative of the Village and the President of the Association, and further, that those grievances identified in Section Three will be processed according to the terms of that section:

- Step 1: The grievance shall be reduced to writing and presented by the Association to the Bureau Chief within ten (10) business days following the event or occurrence giving rise to the grievance. The written grievance shall indicate the Section(s) of this Agreement of Understanding allegedly violated. The Bureau Chief or his designee shall attempt to resolve the grievance as soon as practicable, and therefore a meeting will be scheduled with the grievant, and an Association representative within five (5) business days after receipt of the grievance at this Step. The Bureau Chief shall render a written answer, copy to the grievant and Association, within ten (10) business days of the meeting. If the grievance is denied, the specific reason for the denial shall be included in the answer.
- Step 2: If the grievance is not adjusted in Step 1, and the grievant wishes to appeal the grievance to Step 2, the grievance, indicating the specific objection to the Step 1 answer, shall be submitted in writing to the Chief of Police within five (5) business days of the receipt of the Step 1 answer. A meeting between the grievant and the Chief of Police or his designee shall be held at a mutually agreeable time and place within ten (10) business days of the Police Chief's receipt of the grievance, unless otherwise agreed upon, to discuss the grievance. All documentation in the possession of the grievant or the Association which is not otherwise available to the Chief through Police Department records and which

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supports the grievant's position ~~should~~ shall be submitted to the Chief of Police at least five (5) business days prior to the meeting date. If the grievance is settled as a result of the meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Chief of Police or his designee shall give the Police Chief's answer in writing to the grievant and Association within ten (10) business days following said meeting. If the grievance is denied, the specific reason for the denial shall be included in the answer.

Step 3: If the grievance is not adjusted in Step 2, and the grievant wishes to appeal the grievance to Step 3, the grievance, indicating the specific objection to the Step 2 answer, shall be submitted in writing to the Village Manager within five (5) business days of the receipt of the Step 2 answer. A meeting between the grievant and the Village Manager or his designee shall be held at a mutually agreeable time and place within ten (10) business days of the Village Manager's receipt of the grievance, unless otherwise agreed upon, to discuss the grievance. All documentation in the possession of the grievant or the Association which supports the grievant's position ~~should~~ shall be submitted to the Village Manager at least five (5) business days prior to the meeting date, except that documentation may be submitted at the meeting if extreme difficulties prevented its prior submission. If documentation is submitted for the first time at or within five (5) business days of the meeting, the Village Manager may adjourn the meeting for a period of time up to ten (10) business days from the original meeting date in order to review the documents. If the grievance is settled as a result of the meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Village Manager or his designee shall give the Village Manager's answer in writing to the Association within ten (10) business days following said meeting. If the grievance is denied, the specific reason for the denial shall be included in the answer.

Step 4: The Step 3 written answer shall settle the grievance unless it is appealed to arbitration in writing by the Association within fifteen (15) business days of the date of that answer. If the grievance is timely appealed, arbitration shall proceed in the following manner:

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- A. The Village and the Association shall attempt to agree upon a single arbitrator to hear and decide the case. In the event that the parties are unable to agree upon a neutral arbitrator they shall obtain a list of recognized arbitrators from either the American Arbitration Association or the Federal Mediation and Conciliation Service. Upon receipt of such list, each shall strike a name from the list until there is one name remaining. The remaining individual shall be the arbitrator. Order of individual strikes shall be determined by a coin toss with the loser striking first.
- B. An arbitration hearing shall be held at a site and at a time mutually selected by the parties. No more than one grievance shall be submitted for determination by the arbitrator except by written agreement to the contrary, provided that if more than one grievance arose out of the same factual situation, the grievances may be presented to the arbitrator at the same hearing. At any such hearing each side shall be afforded the opportunity to be represented by representatives of its own choosing, to state a position and to present witnesses on its behalf. Joint expenses of arbitration (including the fees and expenses of the arbitrator and the cost of the hearing room) shall be divided equally between the Village and the Association. Each party, however, shall be responsible for compensating its own representatives and witnesses. Grievants, witnesses, and Association representatives who are excused from work by the Village to attend the hearing shall not lose pay for the time reasonably required to attend the hearing, including travel time, during their regularly scheduled working hours; however, attendance at any such hearing shall not obligate the Village to pay additional compensation or overtime to any employee involved.
- C. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the parties and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal and state law, or rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) days follow-

ing the close of the hearing or the submission of briefs by the parties, whichever is later. The 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, consistent with applicable law. Consistent with these provisions the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable. The award of the arbitrator shall be final and binding upon both parties to the Agreement.

SECTION SIX: Time Limits

Grievances shall be raised and settlement attempted promptly. Accordingly, a grievance, in order to be considered, must be raised not later than ten (10) business days after the grievant knew or reasonably should have known of the event giving rise to the grievance. If not raised within this time limit, the grievance shall be deemed to have been "waived," and it may not be processed further. Similarly, if a grievance is not filed or appealed to any step of the grievance procedure or to arbitration within the time limits specified in Section 8.5, it shall be considered to have been settled on the basis of the Village's last answer. If the Village does not answer a grievance at any step of the grievance procedure within the time limits specified in Section 8, the grievant may elect to treat the grievance as being denied at that step and immediately appeal the grievance to the next step of the grievance procedure. Any of the time limits referred to in this Section may be extended by mutual agreement in writing.

SECTION SEVEN: Association Representation

A representative from the grievant's Association may be present at any of the scheduled meetings held to discuss the grievance.

APPENDIX 2

APPENDIX B-2

**SALARY SCHEDULE FOR CALENDAR YEAR
2007**

**(4.25% GENERAL INCREASE PLUS A .75% EQUITY ADJUSTMENT
EFFECTIVE JANUARY 1, 2007)**

RANGE	ANNUAL SALARY	.75% Equity Ad- justment After 10 Years
36 PE	\$74,363.65	
36 PF	\$77,419.84	
36 PG	\$80,603.76	
36 PH	\$83,920.60	\$84,550.00

APPENDIX B-3

**SALARY SCHEDULE FOR CALENDAR YEAR
2008**

**(4.5% GENERAL INCREASE PLUS A .25% EQUITY ADJUSTMENT
EFFECTIVE JANUARY 1, 2008)**

RANGE	ANNUAL SALARY	.25% Equity Ad- justment After 10 Years
36 PE	\$77,710.82	
36 PF	\$80,901.66	
36 PG	\$84,230.80	
36 PH	\$87,697.15	\$87,916.39

**BEFORE
EDWIN H. BENN
ARBITRATOR**

In the Matter of the Arbitration

between

THE VILLAGE OF OAK PARK

and

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL, OAK PARK POLICE
LIEUTENANTS AND SERGEANTS
ASSOCIATION**

CASE NOS.: Arb. Ref. 07.243
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ORDER

Upon presentation of the parties' position, it is hereby ordered:

1. **Term of Agreement:** January 1, 2006 to December 31, 2008.

2. **Wages:**

<u>Effective Date</u>	<u>Increase</u>
1/1/06	4.00%
1/1/07	4.25%
1/1/08	4.50%

3. **Retroactivity:** Wage increases shall be retroactive to January 1, 2006 on all paid hours. Retroactive checks shall be issued no later than 60 days from the date of this order or to a date agreed upon by the parties. Employees who have been involuntarily separated, resigned or were not eligible for a pension shall not be entitled to retroactive pay.

4. **Longevity and/or Additional Step:** The issue of whether an additional step or amounts of longevity increases shall be remanded to the parties

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for continued negotiations. In the event the parties are unable to agree on this issue, there shall be a hearing on January 7, 2008 or on a date agreed upon by the parties to be conducted by the undersigned.

5. **Sick Leave**: The Village's proposal concerning non-FMLA covered sick leave is adopted. Use of sick time to care for family members shall be limited to 24 hours per year, with the Chief's discretion to allow up to 16 additional hours per year.

6. **Discipline**: The grievance procedure shall be revised to allow for arbitration of all disciplinary actions including suspensions of any length and discharges, but excluding counselings, oral and written reprimands. This issue is remanded to the parties to agree upon the details of the procedures, such as whether the employee can opt to appeal such disciplinary actions to arbitration or the Village's Board of Police and Fire Commissioners and the process for initial imposition of discipline (*i.e.*, whether the discipline shall be imposed by the Chief, Village Manager or other individual). In the event the parties are unable to agree upon the procedures required by this paragraph, that issue shall be part of a hearing to be conducted on January 7, 2008 as specified in paragraph 4.

7. **Retirees**: The parties have agreed to attached side letter concerning retirees and pension benefits.

8. All other tentative agreements reached by the parties during negotiations for the Agreement shall be incorporated into this order and the Agreement. All other issues not previously agreed to or made a part of this order shall be deemed withdrawn.

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9. The parties shall draft language consistent with the terms of this order for incorporation into the Agreement. The parties agree that the undersigned will retain jurisdiction to resolve disputes concerning the drafting of that language.

A handwritten signature in black ink, appearing to read "Edwin H. Benn", is written over a horizontal line.

Edwin H. Benn
Arbitrator

Dated: September 24, 2007