

AWARD OF ARBITRATOR

In the Matter of Interest
Arbitration

between the
Village of Cahokia

and the
Illinois Fraternal Order of
Police Labor Council,
Cahokia Lodge #216

Opinion and Award
by
Arbitrator
Peter Feuille
in

ILRB No. S-MA-08-161

Date of Award: March 17, 2009

APPEARANCES

For the Village:

Mr. Karl R. Ottosen, Ottosen Britz Kelly Cooper
& Gilbert, Attorney
Mr. Frank Bergman, Mayor
Mr. Rick Watson, Chief of Police

For the Union:

Mr. Richard V. Stewart, Attorney
Mr. Bill Mehrtens, Union Representative
Sgt. R. Damon Pipkens, Negotiating Team
P.O. Jason L. Hergenroeder, Negotiating Team
P.O. Christopher K. McGinnis, Negotiating Team
Sgt. Ron Labbee, Jr. Negotiating Team

INTRODUCTION AND BACKGROUND

The Village of Cahokia ("Village," "Employer") and the
Illinois Fraternal Order of Police Labor Council, Cahokia Lodge
#216 ("Union") have been negotiating for a successor collective

bargaining agreement ("CBA") to succeed the 2004-08 CBA covering the bargaining unit of sworn police officers including the ranks of patrol officers and sergeants (Joint Exhibit 1 ("JX 1")). During their negotiations the parties reached agreement on many issues, but were not able to reach agreement on all issues. Accordingly, they invoked the interest arbitration procedure specified in Section 14 of the Illinois Public Labor Relations Act ("Section 14," "Act"). The parties selected the undersigned as Arbitrator, waived the tripartite arbitration panel format and agreed that I would serve as the individual Arbitrator, and the Illinois Labor Relations Board ("Board") appointed me as the interest arbitrator in this matter. Additionally, the parties waived the Act's requirement in Section 14(d) that the hearing in this matter must commence within 15 days of the Arbitrator's appointment, and the parties agreed to extend Section 14(d)'s hearing and other timelines to accommodate the scheduling needs of the participants in this matter.

By mutual agreement, the parties scheduled an interest arbitration hearing to be held on March 17 and 18, 2009, in Cahokia, IL. On March 17, 2009 the parties informed the Arbitrator that they had reached agreement on the remaining unresolved issues, and asked that their resolution of this matter be expressed and issued in the form of a stipulated Award. The parties then convened the hearing on March 17, 2009 and confirmed

for the record they had reached agreement, and simultaneously the parties also waived Section 14(d)'s requirement that a verbatim record of the proceeding be made. As a result, no transcript of the hearing has been ordered by either party. The stipulated nature of this Award means that it has not been necessary for the Arbitrator to identify the economic issues in dispute, or to direct the parties to submit their last offers of settlement on each economic issue, or to make written findings of fact based upon the factors specified in Section 14(h) of the Act. In addition, this Award means that the parties waived the submission of post-hearing briefs.

THE ISSUES

The parties stipulated that the issues presented for resolution are:

1. Agreement Term (Article 27)
2. Wages (Article 9 and Appendix A)
3. Court Standby Pay (Section 11.02)
4. Sick Leave (Sections 15.03 and 15.04)
5. Vacations (Sections 17.02, 17.04, 17.05)
6. Miscellaneous (Section 24.17)

ANALYSIS AND OPINION

After thoroughly discussing the unresolved issues presented for resolution in the instant proceeding, the parties have agreed to the following resolutions of these issues, which are hereby incorporated into and rendered via this Award.

1. Agreement (Article 27)

Article 27 specifies the duration of the CBA. The revised language in the opening sentence in Article 27 shall read as follows:

"This Agreement shall be effective as of May 1, 2008 and shall remain in full force and effect until April 30, 2012. It shall be automatically renewed . . . [continue unchanged from JX 1]"

2. Wages (Article 9 and Appendix A)

Article 9 is "Rates of Pay" article. Section 9.01 references the actual schedule of wage rates in Appendix A. The wording in Section 9.01 shall continue unchanged. The parties agreed that the base salary rates in Appendix A shall be increased by the following percentages effective on the following dates:

May 1, 2008:	2.75 percent, which increase is retroactive to May 1, 2008
May 1, 2009:	3.0 percent
May 1, 2010:	3.0 percent

May 1, 2011: 3.0 percent

The parties agree they will calculate the exact dollar amounts called for by these percentage increases and include these dollar amounts in Section 1 and in Section 2 of Appendix A.

Section 9.04 and Appendix A specify longevity pay adjustments. The parties agree that Section 9.04, and the corresponding language in Appendix A, shall be revised to read as follows:

Section 9.04

The longevity pay adjustment shall be continued as follows through April 30, 2011:

After one and one-half years of service	5%
After five years of service	6%
After ten years of service	7%
After fifteen years of service	8%
After eighteen years of service	9%
After twenty years of service	10%

The longevity pay adjustment effective May 1, 2011 shall be as follows:

After one and one-half years of service	5%
After five years of service	7%
After ten years of service	8%
After fifteen years of service	9%
After eighteen years of service	10%
After twenty years of service	11%

3. Court Standby Pay (Section 11.02)

Article 11 is the "Overtime" article. Section 11.02 addresses pay for officers who must appear in court when off

duty. The final paragraph of this section provides for two hours pay for officers required to be on "court standby."

The parties agree that the final paragraph in Section 11.02 dealing with court standby pay shall be deleted in its entirety.

4. Sick Leave (Sections 15.03 and 15.04)

Article 15 is titled "Sick Leave," Section 15.03 addresses the conversion of sick days to compensatory time, and Section 15.04 addresses the pay rate to be used for determining pay for accumulated sick leave when an employee terminates employment. The parties agree that these two sections shall be revised to read as follows:

Section 15.03

"Employees with ten (10) or more years of service are allowed to convert sick days to compensatory time, not to exceed 20 days per year. . . . [continues unchanged from JX 1]

Section 15.04

- a. For employees hired before May 1, 2009, if any employee terminates employment prior to ten (10) years of service, only one-half of the employee's accumulated sick leave days will be paid.
- b. For employees hired before May 1, 2009, if any employee with ten (10) or more years of service terminates employment, all of the employee's accumulated sick leave days will be paid.
- c. No employee hired on or after May 1, 2009 will be eligible for the sick leave payouts specified in Sections 15.04(a) and 15.04(b) of this Article.
- d. Any employee, regardless of when hired, who is granted a permanent duty disability pension by the pension board will be eligible to receive pay for all of the employee's accumulated sick leave regardless of length of service.

5. Vacations (Sections 17.02, 17.04, 17.05)

Section 17.01 specifies the amount of annual vacation employees will receive. The remaining five sections in Article 17 address vacation scheduling. The parties have agreed that the revised Sections 17.02, 17.04, 17.05 shall read as follows:

Section 17.02

There shall be no vacation time carry-over into the next following calendar year. An employee shall take at least two (2) weeks' amount of vacation (except for those employees who have been employed less than two (2) years). Up to three (3) weeks of vacation time may be used on a fragmented basis each year, except that the third week of such fragmented vacation use shall not be used to take vacation on combined Wednesday-Thursday basis. An employee who is entitled in Section 17.01 to three or more weeks of vacation in a year may elect to receive a cash payment for up to one (1) week of unused vacation time at the end of each vacation year. Employees may use compensatory time before they have scheduled all of the vacation time they are required to schedule for the vacation year.

Section 17.04

Employees shall be assigned vacation periods by preference in order of seniority, operations permitting, according to the procedure established in Section 17.05 of this Article. The vacation period ("vacation year") shall be from February 1st to January 31st. With the approval of the Chief of Police, employees may take vacation in increments of less than one day under emergency conditions.

Section 17.05

By February 1st of each year, employees shall submit in writing to the Chief of Police their preference for vacation, and this vacation request must include at least one priority vacation week which is to be taken in an entire week increment. Where the Chief of Police is unable to grant and schedule vacation preferences for all employees but is able to grant some employees their vacation preferences, employees shall be granted the

preferred vacation period on the basis of seniority. Preference shall be granted only for the first vacation period requested when conflicts arise.

Vacation requests submitted to the Chief of Police after February 1st of each year shall be granted and scheduled on a first-come/first-served basis. Employees must schedule all of their vacation time in any vacation year no later than October 1st of that year (this requirement does not apply to unused vacation time for which the employee elects to receive cash).

Timely submitted vacation requests will not be denied as long as the Employer's operational needs are adequately staffed.

The Parties' Tentative Agreements and Status Quo Provisions

The parties negotiated and tentatively agreed upon numerous changes that will be included in their successor CBA, and they memorialized these tentative agreements as "TA's". These TA'd changes were agreed upon at various dates during 2008 and 2009, including several TA's agreed to on March 17, 2009. In addition, during their negotiations the parties agreed they would continue unchanged numerous other provisions from their prior CBA (JX 1) into their successor CBA, and they specified these provisions as "status quo." I hereby incorporate into this Award all of these tentatively agreed-to CBA changes, and all of the unchanged/status quo CBA provisions, by reference.

AWARD

Under the authority granted to me by Section 14(g) of the Illinois Public Labor Relations Act, I render the rulings on the previously unresolved issues, and the agreed-upon issues, in the manner expressed above. It is so ordered.

Respectfully submitted,



Peter Feuille
Arbitrator

Champaign, Illinois
March 17, 2009