

**BEFORE
EDWIN H. BENN
ARBITRATOR**

In the Matter of the Arbitration

between

VILLAGE OF LINCOLNWOOD

and

**ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

CASE NOS.: S-MA-08-176
Arb. Ref. 09.098
(Interest Arbitration)

ORDER

Upon presentation of the parties' arguments and evidence, it is hereby found and ordered:

1. The term of the parties' new collective bargaining agreement shall be from May 1, 2008 through April 30, 2011.
2. Wage increases shall be as follows (salary grid attached):
 - a. Effective May 1, 2008 - 3.0%
 - b. Effective May 1, 2009 - 3.5%
 - c. Effective May 1, 2010 - 3.0% (except, see (d) below)
 - d. Effective May 1, 2010 (which reflects a 1% increase for employees at the "after 15 years step" - 4.0% (for employees after 15 years of service)

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3. Retroactive payments pursuant to paragraph 2 above shall be made by June 15, 2009 and shall be on all hours worked or paid for those in the unit upon the date of this order.

4. The following language shall be inserted into the Agreement concerning disciplinary appeals:

(Revise Article 6, Section 1 to provide as follows, and add the following new article to the Agreement:)

Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Labor Council against the Village involving an alleged violation of an express provision of this Agreement, ~~except that~~ [A]ny dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Lincolnwood Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement, except for the Police Chief's decision to suspend or discharge a non-probationary officer, which shall be grievable in accordance with Article ____.

(New) Article ____

DISCIPLINARY APPEALS

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary officer for up to thirty (30) days or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. Neither the Police Chief nor the Village or their agents will file charges asking the Board of Fire and Police Commissioners to impose discipline on any non-probationary bargaining unit employee; instead all such discipline shall be imposed by the Police Chief or his designee. The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article 6 of this Agreement, except that it shall be filed at Step 4 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not sup-

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ported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 6 of this Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be available under the Rules and Regulations of the Village Board of Fire and Police Commissioners.

Discipline of probationary officers, as well as any verbal warnings, written reprimands or written warnings shall not be subject to the grievance and arbitration procedure.

5. Other tentative agreements reached by the parties during negotiations for the new Agreement are incorporated into the new Agreement.

6. The undersigned arbitrator shall retain jurisdiction for disputes, if any, which may arise in the drafting of final language of the new Agreement.



Edwin H. Benn
Arbitrator

Dated: April 27, 2009

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SALARY SCHEDULE

		3.00%	3.50%	3.00%	1.00%
	Current	May 1, 2008	May 1, 2009	May 1, 2010	Market Equity Adjustment May 1, 2010
Start	\$47,740.49	\$49,172.70	\$50,893.75	\$52,420.56	N/A
After 1 Yr.	\$51,707.70	\$53,258.93	\$55,122.99	\$56,776.68	N/A
After 2 Yrs.	\$56,006.52	\$57,686.72	\$59,705.75	\$61,496.92	N/A
After 3 Yrs.	\$60,666.60	\$62,486.60	\$64,673.63	\$66,613.84	N/A
After 4 Yrs.	\$65,715.37	\$67,686.83	\$70,055.87	\$72,157.55	N/A
After 5 Yrs.	\$71,184.70	\$73,320.24	\$75,886.45	\$78,163.04	N/A
After 10 Yrs.	\$71,896.55	\$74,053.45	\$76,645.32	\$78,944.68	N/A
After 15 Yrs.	\$72,615.51	\$74,793.98	\$77,411.76	\$79,734.12	\$80,531.46