

AWARD OF ARBITRATOR

In the Matter of Interest
 Arbitration

between the

City of Ottawa

and the

Policemen's Benevolent Labor
 Committee

Opinion and Award
 by
 Arbitrator
 Peter Feuille
 in
 ILRB No. S-MA-08-289

Date of Award: February 18, 2009

APPEARANCES

For the City:

Mr. Keith R. Leigh, Pool, Leigh & Kopko, Attorney

For the Union:

- Mr. Sean Smoot, PBLC Attorney
- Ms. Teresa Heisel, PBLC Representative
- Ms. Jenny Thomas, PBLC Legal Secretary
- Mr. Randy Baxter, President
- Mr. Jeff Bangert, Vice President
- Mr. Barry Baxter
- Mr. Mike Chatham
- Mr. Dave Gualandri

INTRODUCTION AND BACKGROUND

The City of Ottawa ("City," "Employer") and the Patrolmen's Benevolent Labor Committee ("Union") have been negotiating for a successor collective bargaining agreement ("CBA") to succeed the

2006-08 CBA covering the bargaining unit of sworn police officers including the ranks of patrol officers, corporals, 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 in June 2008 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 December 3, 2008, in Ottawa, IL. At this December 3, 2008 meeting the diligent discussions by the parties' representatives resulted in an agreement on the remaining unresolved issues. The parties asked that their resolution of this matter be read into the record and then issued

as an Award. Accordingly, the parties' representatives convened the hearing on December 3, 2008 and confirmed for the record the terms of their agreement, which hearing was stenographically recorded and a transcript produced. As a result, 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, the parties waived the submission of post-hearing briefs.

THE ISSUES

The parties stipulated that the issues presented for resolution are:

1. Duration (Article 27)
2. Wages (Article 22 and Appendix A)
3. In-Service Training Incentive (Article 20, Section 2)
4. Uniform Allowance (Article 19, Section 2)
5. Discipline (Article 8)
6. Fire and Police Commission (Article 21)
7. Grievance Procedure (Article 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. Duration (Article 27)

Article 27 is titled "Termination" and specifies the duration of the CBA. The revised language in the opening sentence in Article 27 shall read as follows:

"Except as otherwise noted in this Agreement, this Agreement shall be effective as of the 1st day of May, 2008, and shall remain in full force and effect through the 30th day of April, 2009. It shall automatically . . . [continue unchanged from JX 1]"

2. Wages (Article 22 and Appendix A)

Article 22 is the wages and longevity pay article. Section 22.1 references the actual schedule of wage rates in Appendix A. The parties agreed that the Appendix A wage rates for 2007-08 shall be increased by four percent (4.0%) retroactive to May 1, 2008. The revised language in Section 22.1 and in Appendix A shall read as follows:

Section 22.1 Wage Schedule

"All employees shall be compensated in accordance with the wage schedule in Appendix A. Such wage schedule shall be retroactive to May 1, 2008."

"APPENDIX A

WAGE SCHEDULE

May 1, 2008 thru April 30, 2009

Starting Wage (less than one year of service)	\$39,215.85
One Year of Service	\$40,466.58
Two Years of Service	\$41,711.27
Four Years of Service	\$42,962.02
Six Years of Service	\$44,206.72
Ten Years of Service	\$45,246.72

Note 1: To determine an employee's years of service for the above wage schedule, the same method used to calculate an employee's years of longevity as addressed in Section 22.4 will be used."

3. In-Service Training Incentive (Article 20, Section 2)

Article 20 is the "Education and Training" article. Section 2 addresses the in-service training process and specifies the pay rates designed to give officers an incentive to pursue in-service training. Section 20.22 contains a total of five paragraphs. The parties have agreed to revise the fourth and fifth paragraphs in this section to read as follows:

Section 20.2 In-Service Training Incentive

[The first three paragraphs in Section 20.2 shall continue unchanged from JX 1.]

"Effective January 1, 2009, all employees who attain or have attained 600 hours of in-service shall receive a pay incentive of 2% of his base wage. All employees who attain or have attained 900 hours of in-service training shall receive an additional pay incentive of 2% of his base wage. All employees who attain or have attained 1200 hours of in-service training shall receive an additional pay incentive of 2% of his base wage. All employees who attain or have attained 1500 hours of in-service training shall receive an additional pay incentive of 2% of his base wage.

All of the above in-service training pay incentives shall be cumulative, making a total possible in-service training pay incentive of 8% of base wage. The number of in-service training hours shall be cumulative from an employee's first date of service. Said pay incentive shall be included in an employee's hourly rate. "

4. Uniform Allowance (Article 19, Section 2)

Article 19 is titled "Uniforms," and Section 2 addresses the amount of annual clothing allowance a unit member will receive.

The revised Section 19.2 shall read as follows:

Section 19.2 Clothing Allowance for New Patrolmen

"Effective April 30, 2009, each new employee employed as a sworn officer shall receive from the City an advance of fifteen hundred dollars (\$1500.00) of the annual clothing allowance to purchase uniforms and equipment at the time he is first employed. In each subsequent year, an employee shall receive a seven hundred and fifty dollar (\$750.00) annual clothing allowance. The employee will be reimbursed this clothing allowance subsequent to the turning in of receipts for uniforms and equipment purchased. These reimbursements will be offered on a monthly basis. Each employee's reimbursements will be recorded until the seven hundred and fifty dollar (\$750.00) total is met. In order to facilitate the purchase of certain expensive items

such as firearms, the carry over of an employee's clothing allowance and the advancement of a year's worth of clothing allowance will be allowed up to a maximum clothing allowance in any one year to be no greater than fifteen hundred dollars (\$1500.00).

5. Discipline (Article 8)

Article 8 is a lengthy article that addresses how the disciplinary process will be handled. Section B is titled "DEPARTMENTAL DISCIPLINE," and it contains 13 numbered paragraphs. Paragraph 13 currently specifies the disciplinary options the Chief of Police may impose, and specifies that a disciplined employee may appeal his/her discipline to the Fire and Police Commission. The parties have agreed to allow a disciplined employee the right to appeal his/her discipline either to the Fire and Police Commission or via the grievance procedure in this Agreement, when discipline involves a suspension of no more than five days. The revised Paragraph 13 in Article 8 shall be modified into two paragraphs that read as follows:

"13. Penalties

The following penalties may be assessed against any employee of the Department by the Chief of Police as disciplinary action:

- a) Oral reprimand -
- b) Written reprimand -
- c) Voluntary surrender of time "off" in lieu of other action -
- d) Voluntary surrender of accumulated overtime in lieu of this action -

- e) Suspension - a maximum of five (5) days -
- f) Discharge -
- g) Recommend a hearing before the Fire and Police Commission -

14. Appeals

Disciplinary action may be imposed upon an employee only for just cause and consistent with the Rules and Regulations of the Ottawa Fire and Police Commission and this Agreement. Any disciplinary action up to and including suspensions of five (5) days or less may be processed either as an appeal to the Ottawa Fire and Police Commission, or as a grievance through the grievance procedure in this Agreement, based upon the employee's choice. The employee may choose only one appeal mechanism. Any disciplinary action involving discharge may be appealed only to the Ottawa Fire and Police Commission.

An employee's appeal of disciplinary action must be submitted to the Chief of Police, in writing by the employee, within 14 working days of the date of the disciplinary action against the employee. For disciplinary actions other than discharge, the employee's appeal must specify in writing which appeal mechanism - either the Ottawa Fire and Police Commission or the grievance procedure in this Agreement - the employee has chosen. Once made, the employee's either-or choice of appeal mechanisms is irrevocable."

6. **Fire and Police Commission (Article 21)**

Article 21 recognizes the existence and authority of the Fire and Police Commission of the City of Ottawa ("Fire and Police Commission," "Commission"). The adoption of the new language in Article 8 regarding the processing of disciplinary appeals requires that the Article 21 language specifying the Commission's role be modified. The revised Article 21 shall read as follows:

"The parties recognize that the Fire and Police Commission of the City of Ottawa has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Fire and Police Commission, except to the extent such authority is modified by the relevant disciplinary language in Article 8 of this Agreement."

7. Grievance Procedure (Article 17)

Just as Article 21 needed to be modified to reflect the fact that the new Article 8 disciplinary appeals language provides employees with a choice between two mechanisms through which to appeal some types of discipline, so some of the language in Section 17.1 of the grievance procedure article needs to be modified for the same reason. In particular, an employee's ability to appeal disciplinary action through the contractual grievance procedure means that the Fire and Police Commission no longer has exclusive jurisdiction over disciplinary appeals. Accordingly, the revised Section 17.1 shall read as follows:

SECTION 17.1 "GRIEVANCE" DEFINED

"A "grievance is defined as a dispute or difference of opinion raised by an employee against the City involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issued which is subject to the exclusive jurisdiction of the City of Ottawa Fire and Police Commission shall not be considered a grievance under this Agreement."

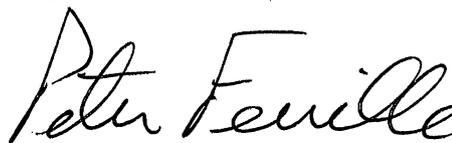
The Parties' Tentative Agreements and Status Quo Provisions

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 2007 and 2008, including several TA's agreed to on December 3, 2008. 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,

A handwritten signature in cursive script that reads "Peter Feuille". The signature is written in dark ink and is positioned above a horizontal line.

Peter Feuille
Peter Feuille
Arbitrator

Champaign, Illinois
February 18, 2009