

**INTEREST ARBITRATION
OPINION AND AWARD**

In the matter of Interest
Arbitration

Between

COLES COUNTY, ILLINOIS AND
COLES COUNTY SHERIFF

And

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL

Case No. S-MA-10-044

Hearing Held

September 15, 2010
Coles County Courthouse
Charleston, IL

Appearances

For the Union:
Becky S. Dragoo, Field Supervisor
Illinois FOP Labor Council
974 Clock Tower Drive
Springfield, IL 62704

Arbitrator

Steven Briggs

For the County:

Dennis Weedman, Attorney
Robbins, Schwartz, Nicholas,
Lifton & Taylor, Ltd.
510 Regency Centre
Collinsville, IL 62234-4635

CONSENT AWARD

This matter came before the Neutral Arbitrator on September 15, 2010 for the purpose of conducting a mediation/arbitration hearing. After having reviewed the evidence submitted, received recommendations from the Union and Joint Employers, and considered the relevant statutory factors, the following Award is issued:

1) **Section 12.1 Personnel Files:** The Employer shall keep a central personnel file for each employee within the bargaining unit. Employer is free to keep working files and internal investigation files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Records of disciplinary action taken against an employee shall be removed from all personnel files according to the following schedule: oral reprimands twelve (12) months; written reprimands eighteen (18) months. The foregoing is contingent upon an employee not having any further sustained discipline of the same or similar nature within the time period proscribed herein.

2) **Section 13.1 Discipline and Discharge:** The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- Oral reprimand
- Written reprimand
- Demotion
- Suspension without pay (notice to be given in writing)
- Discharge

The Sheriff shall have the authority to issue any of the above disciplinary action without regard to the Merit Commission. Seniority shall not accrue for suspensions. Disciplinary action may be imposed upon an employee only for just cause. Oral reprimands and written reprimands imposed upon an employee shall not be processed as a grievance through the regular grievance procedure. Demotions, suspensions, and discharges imposed upon an employee shall be processed either through the regular Sheriff's Merit Commission procedures or through Article 14, Dispute Resolution and Grievance Procedure, at the employee's option.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

3) **ARTICLE 14 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

Section 14.1. Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Labor Council or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act. This grievance procedure shall be utilized by the employees, the

Labor Council or the Employer only for non-disciplinary grievances or grievances involving demotions, suspensions without pay or discharges.

4) **ARTICLE 23 – WAGES/COMPENSATION/ALLOWANCES**

Section 23.1 Wage Schedule:

a. Patrol:

Retroactively effective to 12/1/2009, increase each step of wage matrix by \$800.00.

Effective 12/1/2010, increase each step of wage matrix by \$800.00.

Step movement to continue per current contract.

b. Corrections:

Retroactively effective to 12/1/2009, increase each step of wage matrix by \$550.00.

Effective 12/1/2010, increase each step of wage matrix by \$550.00

Step movement to continue per current contract.

c. Retroactive amounts due employees to be paid within thirty (30) days of issuance of Award. Employees who left the employee of the employer in good standing between December 1, 2009 and the date of issuance of this Award shall receive a pro-rata share of any retroactive amounts due.

d. Year Three: The parties will form a joint committee of two union members and two employer representatives, no later than April 30, 2011, to study and propose an agreed upon revised salary schedule to the Sheriff, County Board and Union for consideration. If the schedule is not acceptable to the Sheriff, the County Board and the Union, then the parties will reopen the collective bargaining agreement for the sole purpose of negotiating wages.

5) **ARTICLE 26 – GENERAL PROVISIONS**

Section 26.8. Residency

The Sheriff shall have exclusive authority to consider hardship requests by officers on a case by case basis to deviate from the Sheriff Department's residency requirement when employees present a compelling need to be

excused from the Employer's residency requirement. The Sheriff's decision shall be supported with his written reasons for either granting or denying the request, but shall not be precedential in other employee requests and shall not be subject to Article 14 – Dispute Resolution and Grievance Procedure.

6) **ARTICLE 31 – DURATION AND SIGNATURE**

Section 31.1. Term of Agreement

This Agreement shall be effective from December 1, 2009, and shall remain in full force and effect until November 30, 2012. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one hundred twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

7) **ARTICLE 21 – HOURS OF WORK AND OVERTIME**

The Arbitrator maintains jurisdiction over the parties continued negotiations over a 12 hour work schedule for Corrections.

8) **ARTICLE 11 – RESOLUTION OF IMPASSE**

The parties shall enter in to a confirming their mutual understanding of the language of the agreement regarding resolution of impasse.

9) Tentative Agreements: All previously reached tentative agreements between the parties are hereby incorporated into this Award by reference and are identified as "Exhibit A".

Signed: 
ARBITRATOR STEVEN BRIGGS

Date: Oct. 7, 2010