

Daniel Nielsen, Arbitrator

In the Matter of the Arbitration of an Interest Dispute Between

THE ILLINOIS DEPARTMENT OF STATE POLICE

and

**ILLINOIS TROOPERS LODGE #41,
FRATERNAL ORDER OF POLICE**

2012-2015 Collective Bargaining Agreement
FMCS Case No. 130320-59226-A

Appearances:

Asher, Gittler and D'Alba, by **Joel D'Alba**, Attorney at Law, 200 West Jackson Boulevard, Suite 1900, Chicago, IL 60606, appearing on behalf of Troopers Lodge #41.

Laner Muchin Ltd., by **Mark Bennett**, Attorney at Law, 515 North State Street, Suite 2800, Chicago, IL 60654, appearing on behalf of the State Police.

ARBITRATION AWARD

The Illinois Department of State Police (hereinafter referred to as the State or the Employer) and the Illinois Troopers Lodge #41, Fraternal Order of Police (hereinafter referred to as the Lodge or the Union), selected the undersigned to serve as the arbitrator of a dispute over the terms of the collective bargaining agreement for troopers, agents, inspectors and sergeants in the employ of the Illinois State Police. Hearings were held on April 17, 2014 in Springfield and on June 30 and July 1, 2014 in Chicago, at which time the parties presented such testimony, exhibits, other evidence and arguments as were relevant. At the conclusion of these proceedings, the undersigned advised the parties of his view as to the likely outcome of the arbitration on all issues. The parties agreed that, in the interests of a prompt resolution of the dispute, the arbitrator should issue

his Award on an expedited basis, without waiting for additional argument on the issues. The parties reserved the right to request a more fully developed statement of the reasons underlying the Award, if mutually requested within 30 days of the date of this Award.

Having considered the evidence, the arguments of the parties, the statutory criteria, and the record as a whole, the undersigned makes and issues the following Award.

Statutory Criteria

Section 14(h) of the Illinois Public Labor Relations Act, 5 ILCS 315 provides the specific factors for an arbitrator to use when analyzing the issues in an interest arbitration dispute:

[T]he arbitration panel shall base its findings, opinions, and order upon the following factors, as applicable:

- (1) The lawful authority of the employer.
- (2) Stipulations of the parties.
- (3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (A) In public employment in comparable communities.
 - (B) In private employment in comparable communities.
- (5) The average consumer prices for goods and services, commonly known as the cost of living.
- (6) The overall compensation presently received by the employees, including direct wage compensation,

vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.

- (7) Changes in any of the following circumstances during the pendency of the arbitration proceedings.
- (8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

All of the criteria have been considered in arriving at this Award, although given the expedited nature of the Award, not every criterion is discussed.

Issues

The Lodge brought proposals to arbitration addressing:

1. The Officers' Bill of Rights – Limits on the Use of GPS Evidence
2. The Officer's Bill of Rights – Time for Imposing Discipline
3. Maternity and Paternity Leave
4. Across the Board Wage Increases
5. Step Movement
6. Shift Differentials
7. Longevity
8. Hazardous Duty Pay
9. PFIT Incentive Stipend
10. Clothing Allowance
11. Tuition Reimbursement
12. Personal Time Off
13. Health Insurance

14. Overtime
15. Compensatory Time

The Department made proposals regarding:

1. The Officers' Bill of Rights – Limits on the Use of GPS Evidence
2. Maternity and Paternity Leave
3. Creation of Three Lower Salary Steps
4. Across the Board Wage Increases
5. Shift Differentials
6. Longevity
7. Seniority Positions – Eliminate CVOE; Modify "Riverboat Unit" to "Riverboat Unit/Gaming" where appropriate

The evidence persuaded the arbitrator that the status quo ante should be maintained on the issues of: The Officer's Bill of Rights – Time for Imposing Discipline; PFIT Incentive Stipend; Personal Time Off; Health Insurance; Compensatory Time; and the Creation of Three Lower Salary Steps.

The remaining issues are disposed of as set forth below.

AWARD

On full consideration of all of the statutory criteria, and the record as a whole, the 2012-2015 collective bargaining agreement shall incorporate the provisions of the predecessor agreement, as modified by the tentative agreements¹ and as follows:

¹ During negotiations the parties reached the following tentative agreements:

Article 7 – Section 12 – Suspensions: As attached.

Article 26 – Insurance: deleting the 2nd and 3rd paragraphs of the existing language;

Article 38 -- Transfers: adding the following paragraph: "When an investigative vacancy exists, a Special Agent, not assigned to a Zone, who has properly submitted a transfer request, will be

1. Article 7 – Section 12:

ARTICLE 7
Officers' Bill of Rights

12. GPS

The department shall not use evidence obtained through the GPS as the sole reason for issuing discipline against an officer.

GPS data involving an officer shall not be stored by the Department. GPS data can only be monitored in real time.

2. Article 19 – Sections 5 and 6:

ARTICLE 19
Leaves of Absence

5. Family and Medical Leave

The Department shall comply with its obligations under the Family and Medical Leave Act.

6. Maternity and Paternity Leave

All employees who provide proof of their pregnancy or that of their female partner at least 30 days prior to the expected due date will be eligible for 4 weeks (20 work days) of paid maternity/paternity leave for each pregnancy resulting in birth or multiple births. Should both parents be employees they shall be allowed to split the 4 weeks (20 work days). No employee will be allowed to take less than a full work week (5 consecutive days). Regardless of the number of pregnancies in a year, no employee shall receive more than 6 weeks (30 work days) of paid leave under this Section per year. The State shall require proof of the birth. In addition, non-married male employees may be required to provide proof of

given consideration to transfer into the vacant position prior to posting the position."

Article 39: Replacing the 1st and 2nd paragraphs with the following language: "Any Special Agent vacancies not filled by a transfer as outlined in Article 38 will be posted statewide. The Department will give consideration to the Officer's seniority when evaluating the candidate's qualifications during the interview." and "Troopers, who apply to fill a posted vacancy, will be given consideration to fill Special Agent vacancies in the investigative units prior to Sergeants being considered."

Article 40: Special Details of Short Duration [New] – As attached.

Article 41: Illinois State Fair/DuQuoin State Fair [New] – As attached.

paternity such as a birth certificate or other appropriate documentation confirming paternity. Leaves under this Section shall also be granted in cases of a full term still born child.

All bargaining unit members are eligible for four (4) weeks (20 days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. In the event the child was in foster care immediately preceding the adoption process the leave will commence once a court order has been issued for permanent placement and the foster parent has been so notified of their right to adopt as long as the foster child has not resided in the home for more than three 3 years. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Should both parents be employees they shall be allowed to split the 4 weeks (20 work days). No employee will be allowed to take less than a full work week (5 consecutive work days). Regardless of the number of adoptions in a year, no individual shall receive more than 6 weeks (30 work days) of paid leave under this Section per year.

Maternity/Paternity leave is for the purpose of bonding with the new member of the household. Employees are not eligible for the above referenced leave in the event the adoption is for a step-child or relative with whom the employee has previously established residency for a period one (1) year or more.

3. Article 20 – Section 1:

ARTICLE 20
Wages

1. **Increases to Basic Salary**

- a. **Fiscal Year 2014**

Effective July 1, 2013, the basic salary of officers covered by this Agreement shall be increased by two percent (2.0%).

- b. **Fiscal Year 2015**

Effective July 1, 2014, the basic salary of officers covered by this Agreement shall be increased by two percent (2.0%).

- c. **Step Increases**

In addition, employees will receive the step increases as set forth in the salary schedules in each fiscal year covered by the agreement.

Renumber Section 5 – **FTO/FTA Pay** as Section 2, without substantive change.

4. Article 20 – Section 3:

Create a New Section 3 as follows:

3. Hazardous Duty Pay

Effective July 1, 2013, and each year thereafter each officer shall receive \$250.00 stipend for hazardous duty pay.

Effective July 1, 2014, and each year thereafter each officer shall receive a \$350.00 annual stipend for hazardous duty pay. In addition, beginning on January 1, 2015, each officer shall receive a \$50.00 monthly stipend for hazardous duty pay.

5. Article 20 – Section 4:

Create a New Section 4 as follows:

4. Longevity Stipend

Effective July 1, 2014, employees who have reached the 21 year step and beyond on the salary schedule, will receive an additional twenty-five (25) dollars per month added to their base salary.

6. Article 20 – Section 6:

Revise and renumber Section 6 – **Shift Differential** as follows:

5. Shift Differential

Effective January 1, 2011, officers who are permanently assigned to the midnight shift shall receive an additional twenty-five (25) cents per hour for all hours worked during the period of assignment. Effective January 1, 2015, officers who are permanently assigned to the midnight shift shall receive an additional fifty (50) cents per hour for a total of seventy-five (75) cents per hour for all hours worked during the period of assignment and all officers assigned to the afternoon shift shall receive an additional fifty (50) cents per hour for all hours worked during the period of assignment. Said increases will be applied to the base hourly rate.

For the purposes of this section, the midnight shift is defined as a work shift in which a minimum of half of the scheduled hours fall between the hours of 11 p.m. and 7 a.m. and the afternoon shift is defined as a work shift in which a minimum of half of the scheduled hours fall between the hours of 3 p.m. and 11 p.m.

7. Article 22 – Section 2:

ARTICLE 22
Issued Clothing and Equipment

2. Maintenance Allowance

- A. Effective July 1, 2013, each officer in active duty as of that date shall be entitled to an annual clothing maintenance allowance of \$500 and each plainclothes officer in active duty as of that date shall receive an annual clothing allowance of \$500.
- B. Effective July 1, 2014, and annually thereafter, each officer in active duty as of July 1 each year shall be entitled to an annual clothing maintenance allowance of \$600 and each plainclothes officer in active duty as of July 1 of each year shall receive an annual clothing allowance of \$500.

Payments made in accordance with this Section shall be received no later than October 1 of each fiscal year.

Renumber Article 22, Section 2 – Subsection E – **Plainclothes Officers Include:** as Section 2 – Subsection C.

8. Article 23 – Section 2:

ARTICLE 23
Training

2. Funding

During each year of this Agreement, and at the appropriate time, the Department will provide tuition reimbursement in the amounts of FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) in FY13; FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) in FY14; and FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) in FY15 for such approved work related courses taken by the officers.

9. Article 28 – Section 1:

ARTICLE 28
Seniority Positions

1. Positions Subject to Seniority Bid

Revise the provision throughout to reflect the retitling of the Riverboat Unit Officer and Riverboat Unit Sergeant to Riverboat Unit/Gaming Officer and Riverboat Unit/Gaming Sergeant.

10. Article 30 – Section 2:

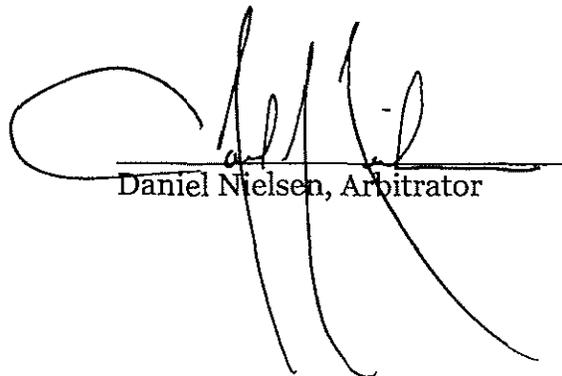
ARTICLE 30
Overtime

2. Overtime Compensation

Revise the second paragraph to provide that, in each fiscal year covered by the agreement, the budgetary overtime allotment shall be \$6,000,000.00.

The Arbitrator will retain the official record and jurisdiction over the dispute until the parties notify him that any issues related to the implementation of the interest arbitration award have been resolved.

Signed this 16th day of July, 2014:

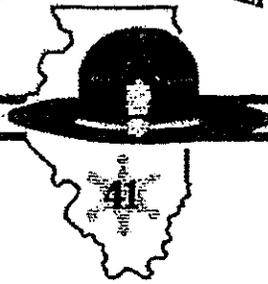

Daniel Nielsen, Arbitrator

Article 7

12. SUSPENSIONS

- A. An officer will not be suspended for a Level 6 or less Misconduct until after one of the following events has occurred:
 - 1. Discipline imposed within the Director's authority (30 day suspension or less) has become final because either it was agreed upon, no appeal was taken to the ISP Merit Board, or the ISP Merit Board within its discretion declined to hear the matter; or
 - 2. The ISP Merit Board has issued a final decision in accordance with its rules.

- B. An officer will not be suspended for a Level 7 Misconduct (termination offense) prior to a final decision by the Merit Board, unless the Director in his discretion orders the suspension to begin upon the filing of the Merit Board Complaint based upon exceptional circumstances. Exceptional circumstances include, but are not limited to, situations where the officer is considered a threat to the safety of the officer, the public, other employees, or departmental operations, the officer failed a drug test, or the officer has been charged with a criminal offense arising out of the same incident for which termination is sought and the severity and nature of the offense warrant prompt action. If the Director orders the suspension to begin upon the filing of the Merit Board Complaint, the Department will provide written notification of the suspension and the exceptional circumstances to the Lodge prior to the start of the suspension.



Memorandum of Understanding between the Illinois State Police
and the
Fraternal Order of Police Trooper Lodge #41

1. The parties agree to incorporate the language identified below as a new article of the collective bargaining agreement defining a "special details of short duration."

ARTICLE 40

Special Details of Short Duration

A Special Detail of Short Duration shall be a non-annual event, not anticipated to reoccur, and not normally exceeding seven (7) days in length which will not exceed eight (8) days without mutual agreement. The Department shall provide officers reasonable advance notice of any anticipated schedule changes. The Department shall staff these details on a voluntary basis using seniority. If the detail requires staffing with officers with special skills as identified by the Department (i.e., K-9 Officers, Crowd Control Teams, but not limited to) the Department shall staff these detail positions on a voluntary basis using seniority. In the event the Department is required to "force" officers or specialists, reverse seniority shall be used.

Upon reasonable advance notice to the officer, the Department may also alter an officer's scheduled shift and/or regular days off in order to staff special details of short duration, investigations with special circumstances, training programs or similar special assignments. Holiday enforcement activities, (including but not limited to Roadside Safety Checks, Seatbelt and Child Restraint Enforcement Programs, and Speed Enforcement Programs) are excluded as special details, except for the Memorial Day enforcement period, the Labor Day enforcement period, and the Thanksgiving Day enforcement period, provided that thirty (30) days notice is given to such officer before the holiday period in which that officer will be scheduled to work.

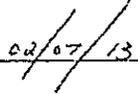
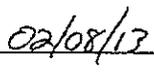
- A. All enforcement periods are defined as 7 a.m. the last business day prior to the actual holiday, through 7 a.m. the first business day after the actual holiday.

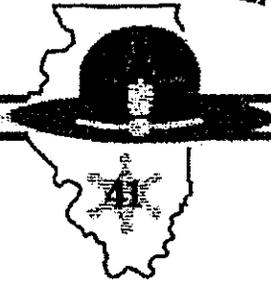


- B. If an officer's schedule is altered as the result of a holiday enforcement period identified above, the officer shall have the option to work the actual holiday and receive the appropriate compensation per Article 29, Section 3.

The Department shall attempt to cover staffing shortages resulting in officers working the detail by seeking volunteers from the remaining officers within the District or Zone who are willing to adjust their shifts or day off rotation. In the event the Department is required to "force" officers to cover shifts, the Department may assign the least senior officers from any remaining shifts up to half the number of officers assigned to the detail. If an odd number of officers were assigned, the Department may force one (1) additional officer. For continuity of operations, the Department will attempt to schedule all officers for the same length of workday hours during the detail. The length of workday hours will not exceed those currently in use by patrol districts or zones.

Nothing in this agreement shall affect the Department's ability to staff natural disasters or crimes in progress, e.g., prison riots. The Department maintains the right to respond and staff these emergency type details as it determines appropriate.

			
Signed and agreed on behalf of Troopers Lodge #41	Date	Signed and agreed on behalf of the Department	Date



**Memorandum of Understanding between the Illinois State Police
and the
Fraternal Order of Police Trooper Lodge #41**

- A. The parties agree to incorporate the language identified below as a Memorandum of Understanding and as a new article of the collective bargaining agreement defining the State Fair Details.

ARTICLE 41

Illinois State Fair/DuQuoin State Fair

The Illinois State Fair and the DuQuoin State Fair are annual re-occurring details, not subject to the provisions of Article 40, "Special Details of Short Duration". The parties agree to follow procedures in selecting sworn bargaining unit officers to staff the Illinois State Fair, and the DuQuoin State Fair Details:

1. Officers in each district/zone, except Districts 15 and other Districts not allowed by operational needs, will be permitted to volunteer for the Illinois State Fair and the DuQuoin State Fair.
2. If there are more volunteers in the district/zone than there are allocated work assignments, the most senior qualified officers (districts/zones) who volunteered in the district will be selected for the details.
3. If there are no volunteers or an insufficient number of volunteers for the details, the district/zone shall make the assignment in reverse seniority order. The least senior officer, who has not previously been directed by the district/zone to work the details, the 1994 World Cup Soccer, the 1996 Democratic National Convention, or the Trapshooting Championships, shall be assigned until all officers have been required to work these special details, at which time the process will repeat itself.
4. Officers who possess "specialist" training, i.e., crowd control specialists, canine officers, TRT, SEO, or other similar specialists may be forced to work multiple



details if the force is necessary to fill the staffing needs of that specialty position. The Department will rotate specialty position staffing needs to as many qualified and available specialty officers as allowed by operational needs. Any officer who is forced back to fill a specialty vacancy shall have that forceback counted for future force backs in non-specialty vacancies.

5. When an officer transfers to a new district/zone, a record of his last forceback to a statewide detail shall be indicated to the receiving district/zone. The officer shall be placed on the receiving district/zone's forceback list, based upon the detail and year forced, and then seniority. The above procedure does not apply to officers transferring from patrol to investigative assignments or vice versa.

Upon promotion, prior forcebacks at the previous rank will not be considered.

6. If an officer has to be replaced on a detail, the replacement officer will be selected from the most senior qualified volunteers. If there are no volunteers or an insufficient number of volunteers, the replacement officer will be selected in accordance with subparagraphs 3 or 4.
7. The early details, and the individual officer's duty and shift assignment will be made in accordance with past practice. However, the detail commander will determine which assignments will rotate shifts and which will be permanent for the duration of the detail.
8. The practice of permitting those units (i.e. Safety Education Officers and Canine Officers) that historically do not work the entire detail will continue. Such partial assignment will be consecutive days.
9. Officers who are required to work a regular day off (eight hours) during the Illinois State Fair and the DuQuoin Fair will receive one day off (eight hours, 505G) for each day off worked upon returning to the officer's permanent duty assignment. Officers who complete their assigned detail will also receive one additional day off (eight hours, 505G). Officers who are authorized to work in excess of any eight-hour shift will be compensated at the appropriate rate. When the officer takes the additional day off, the time off will count as hours worked for the computation of overtime. Time earned at the Illinois State Fair and DuQuoin State Fair must be taken by August 1st of the following year or it will be forfeited. Officers may request to take the additional day at any time, and the day off request will not be arbitrarily denied.
10. For District 9 officers who are assigned to work the Illinois State Fair detail or District 13 officers who are assigned to work the DuQuoin State Fair detail in it's entirety, will receive an additional day off (eight hours, 505G). This day shall be in addition to those enumerated above. Such officers will report to their assigned post when their shift is scheduled to begin and will not be compensated for travel time during the detail. Officers will not receive lodging or per diem during their respective State Fair detail.

11. A scheduled overtime record will be established for the details and any scheduled overtime that occurs will be offered and/or assigned in accordance with the contract. All computations on the overtime record pertaining to an individual officer will be forwarded to that officer's permanent work location for inclusion of the officer's permanent overtime record.
12. If a block of scheduled overtime is canceled, a notice will be posted in a conspicuous location where the officer(s) is being housed. It is the responsibility of the officer(s) to check the specified location prior to reporting for scheduled overtime. Failure to provide such notice will incur overtime for actual hours worked including travel time to an assigned post.
13. When an overlap between details occur, the Department will determine through operational need the staffing priority for the details.
14. Officers who fail to receive their per diem check for expenses accrued while working the Illinois State Fair and the DuQuoin Fair by December 1st of the year in which per diem is earned, will receive four additional hours of 505G. This time must be taken by one calendar year from the date available or it will be forfeited.
15. In the event that significant changes to the detail duties, staffing, housing, benefits, responsibilities, or other terms or conditions of employment are imposed on the Department or the members the Lodge, the Department and the Lodge shall meet and negotiate the impact of those changes. If the parties cannot resolve the matter, the issue will be referred to Expedited Arbitration, and resolved subject to the provisions of Article 8 Section 4 of the agreement.



Signed and agreed on behalf of Troopers Lodge #41 Date 02/07/13



Signed and agreed on behalf of the Department Date 02/08/13