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IN THE MATTER OF AN ARBITRATION.

BETWEEN

CITY OF MARION, ILLINOIS

AND

ILLINOIS FRATERNAL ORDER OF  
POLICE, LODGE NO. 197  
.....

Before, Daniel M. Winograd  
Arbitrator

INTEREST ARBITRATION

FMCS NO. 90-20504  
Case No. S-MA-91-021

1. The arbitrator was appointed by the Federal Mediation and Conciliation Service in accordance with the provisions of the Illinois Public Labor Relations Act.
2. A hearing was scheduled to be held in Marion, Illinois, on December 18, 1990. As a result of pre-hearing discussions between the parties, the arbitrator determined that it would be beneficial to remand the dispute to the parties for further collective bargaining pursuant to §14(f) of the Act.
3. In consequence of the remand of the dispute, and the additional bargaining of the parties, the parties entered into a stipulation resolving all issues, which stipulation was received by the arbitrator on or about December 3, 1990. The arbitrator reviewed the stipulation of the parties and requested certain clarifications in the terms thereof. A letter of clarification was received by the arbitrator on or about December 24, 1990.

OPINION AND AWARD OF THE ARBITRATOR

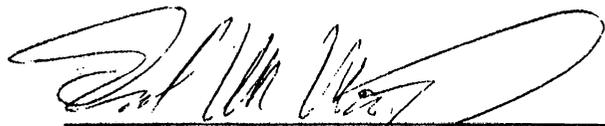
Attached hereto as Exhibit A is the STIPULATION AND AGREEMENT executed by the parties on or about December 3, 1990, including Appendix 1, Exhibits A through M. The arbitrator has reviewed the Stipulation and Agreement. The arbitrator finds that the agreement of the parties is a fair, proper, and reasonable settlement of all disputes between the parties, and it should be adopted as the Collective Bargaining Agreement of the parties commencing on May 1, 1990.

However, the arbitrator finds that the term of the successor agreement as provided in the initial paragraph of Appendix 1, Exhibit A and Article 28, Section 1 (Appendix A, Exhibit E) has been misstated and should be amended by deletion of the figures "1992" and substitution of the figures "1993". Pursuant to the letter of clarification received by the arbitrator, the term of the agreement is to be for the period from May 1, 1990, to April 30, 1993.

Award

On the basis of the STIPULATION AND AGREEMENT of the parties dated December 3, 1990, as clarified by the parties' letter of clarification to the arbitrator dated December 20, 1990, the arbitrator finds and directs that the STIPULATION AND AGREEMENT, attached hereto and incorporated by reference herein, shall be implemented as the Collective Bargaining Agreement of the parties for the period from May 1, 1990, to and including April 30, 1993.

ENTERED at Colorado Springs, Colorado, this 31 day  
of DECEMBER, 1990.

  
\_\_\_\_\_  
Daniel M. Winograd, arbitrator

INTEREST ARBITRATION  
BEFORE ARBITRATOR DANIEL WINOGRAD

CITY OF MARION, ILLINOIS	)	
	)	
Employer	)	
	)	
and	)	S-MA-91-021
	)	
ILLINOIS FRATERNAL ORDER OF POLICE	)	
LABOR COUNCIL, LODGE NO. 197	)	
	)	
Union	)	

STIPULATION AND AGREEMENT

The City of Marion, Illinois, and the Illinois Fraternal Order of Police Labor Council, Lodge No. 197, do hereby stipulate and agree:

(1) That they have reached agreement on all issues in their 1990 negotiations for a successor labor agreement governing the wages, hours, terms and conditions of employment of the bargaining unit employees in the Marion Police Department, that "Settlement Agreement" being attached hereto and made a part hereof as Appendix 1.

(2) That all the terms of their predecessor police labor agreement (May 1, 1988 through April 30, 1990) shall be included in the successor labor agreement, except:

(a) where the same are modified and/or amended by the terms of the parties' 1990 agreements attached hereto as Appendix 1, Exhibits A through LM regarding individual issues over which the parties have negotiated and reached agreement;

(b) Appendix 1, Exhibits A through LM shall be a part of the successor labor agreement and be in full force and effect throughout its stated term.

(3) That this Stipulation and Agreement shall be submitted to the Arbitrator, and the terms and provisions of the parties agreement set forth in Appendix 1, Exhibits A through EM shall constitute and be included in his decision and award in the above entitled matter, which shall be final and binding on the parties.

(4) That the parties shall divide equally the fees of the Arbitrator.

(5) That the Union shall be responsible for preparing a revised draft of the labor agreement, incorporating those agreed changes and amendments set forth in this Stipulation and Agreement.

(6) That each party will execute the agreement and file a copy at the Illinois State Labor Relations Board.

(7) That the Arbitrator shall retain jurisdiction of the parties and the subject matter for purposes of enforcing his Decision and Award.

(8) That the undersigned representatives of the parties warrant to each other that they have the authority to enter into this Stipulation and bind their respective parties thereto.

**FOR THE CITY OF MARION**

Robert L. Butler  
Robert Butler, Mayor

12/3/90  
Date

Ronald Swafford  
Chief of Police

12/3/90  
Date

**FOR THE ILLINOIS FOP LABOR COUNCIL**

Art Stone  
Art Stone, Director

12-2-90  
Date

John Eibeck  
John Eibeck, Lodge 197

12/03/90  
Date

Kawan Jayun  
Lodge Representative

12/03/90  
Date

Drew Winters  
Lodge Representative

12/03/90  
Date

SETTLEMENT AGREEMENT

Between the City of Marion and

The Illinois Fraternal Order of Police  
Labor Council, Lodge 197

The parties agree to amend their current labor agreement as follows: (new language in **"bold"**). All other provisions of the current labor agreement (May 1, 1988 through April 30, 1990) shall remain in full force and effect throughout the term of the successor agreement (May 1, 1990 through April 30, 1992).

Article 20

Wage Rates

Wage rates for the classifications covered by this Agreement appear in Appendix "A".

**All employees in the bargaining unit shall receive the following increases in base salaries on the dates set forth below:**

- \* **Retroactively effective May 1, 1990: 45 cents per hour**
- \* **Effective November 1, 1991: 70 cents per hour**
- \* **Effective May 1, 1992: 4% increase in base**

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\* Effective November 1, 1992: 77 cents per hour

Retroactive amounts due for all hours paid from May 1, 1990 through the date of payment shall be paid to employees within thirty (30) days of the issuance of the Arbitrator's award.

Longevity pay shall be calculated according to the following schedule:

<u>Years of Service</u>	<u>Monthly Longevity Pay</u>
5	\$15.00
10	\$30.00
15	\$45.00
20	\$60.00
25	\$75.00

# Exhibit B

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## Article 13

### Hours and Overtime

#### Section 1 Work Day and Work Week

The normal work week shall be defined as forty (40) hours in the seven-day period Sunday through Saturday. The normal work day shall be defined as eight (8) consecutive hours. The definition of the normal work day and work week may be changed by mutual agreement between the Employer and the Lodge. **The current practice with regard to meal periods and breaks shall remain in effect during this Agreement.**

All time worked in excess of the hours worked in the normal work day and the normal work week shall be compensated as in Section 2.

#### Section 2 Overtime Payment

All overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1 1/2) times their actual hourly rate of pay for work performed in excess of eight (8) hours in a given work day. Hours worked in this section and in Section 1 above include hours compensated for in furlough and holidays. Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects; hours of compensatory time may be accrued up to a maximum of eighty (80) hours. Compensatory time for overtime hours worked will be calculated at the same rate as overtime pay. Overtime pay shall be computed on the basis of completed fifteen (15) minute segments.

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Comp time shall be granted at such times and in such time logs as are mutually agreed upon between the officer and a supervisor; permission to use comp time shall not be unreasonably denied by the supervisor if operational requirements will not be adversely affected. Comp time shall be granted in blocks of that officer's normal tour of duty.

In the event an emergency is declared by the Employer, as many of the employees shall be continued on duty for such number of hours as may be necessary.

**Section 3. Call-Back**

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate.

**Section 4. Court Time**

Employees covered by this Agreement, required to attend court outside their regularly scheduled work ours shall be compensated at the overtime rate with a minimum of two (2) hours.

**Section 5. Voluntary Overtime/Extra Shifts**

Voluntary overtime assignments or extra shifts shall be offered within Divisions on the basis of seniority and needs of the City through the use of a "turnsheet". When an overtime shift

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occurs, the officer shall be contacted by phone. If the officer is not available after six rings or refuses the assignment, his name shall go to the "bottom" of the turnsheet. In the event of a refusal or unavailability, the next officer on the turnsheet shall be called. The City reserves the right to assign overtime when volunteers are not available or if a special need of the City exists.

Section 6. Exclusivity of Bargaining Unit Work

(a) Overtime: Non-bargaining unit person(s) shall not perform any overtime work that could be performed by the bargaining unit members.

(b) Normal Hours of Work: The parties agree, however, that full-time sworn police officers who are non-bargaining unit person(s) (i.e the Chief and Assistant Chief of Police) may periodically perform police duties, even police duties normally performed by the bargaining unit members, provided that their doing so does not replace or reduce the bargaining unit members' normal duties and/or normal hours of work.

# Exhibit C

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12-3-90 L

## Article 5

### Management Rights

The Employer may exercise the following rights provided that no right is exercised contrary to or inconsistent with other terms of this Agreement and the laws of the State of Illinois:

(1) To determine the organization and operations of the police department; ~~provided, however, the current practice with regard to on-duty officers picking up at their homes their replacements and/or officers coming on duty, and on-duty officers dropping off at their homes those officers they replace and/or those officers are going off-duty shall continue in effect during the term of this Agreement;~~

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(2) To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;

(3) To set standards for services to be offered to the public;

(4) To determine the overall budget;

(5) To create an organization structure;

(6) To direct the officers of the police department, including the right to assign work and overtime;

(7) To suspend, demote, discharge and take other disciplinary action from relief from duty any officer for just cause;

(8) To establish, implement, and maintain an effective internal control program;

(9) Nothing herein is intended to limit or to be inconsistent with the Employer's management rights as provided for in Section 4 of the Illinois Public Relations Act;

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(10) The parties agree to the necessity of employees maintaining physical fitness and they agree that they shall enter into discussions for the purpose of establishing minimum physical fitness standards.

Exhibit D

B  
12-2-90

Article 24

Insurance

Section 1. Hospitalization

(a) The Employer's present complete basic hospitalization program covering all officers covered by this Agreement, including the current prescription program, shall continue in effect and the benefit levels shall remain substantially unchanged. The Employer agrees to continue to pay 100% of the total premium for the officers with no contribution by the officers, and 50% of dependent coverage costs **(not to exceed a maximum of \$42.00 per month, except as set forth in §24.1 (b) below)** if the officer elects to participate. If an officer retires during the contract terms, he shall be allowed to purchase the hospitalization at the active group rate.

**(b) During the term of this Agreement, should the Employer reasonably determine that an increase is necessary in the monthly costs of dependent insurance coverage paid by the bargaining unit employees, the Employer in writing shall notify the Lodge and the Labor Council that it desires to bargain over such proposed increase. The Employer agrees to provide the Lodge and the Labor Council with all information and documentation necessary for the Lodge and the Labor Council to evaluate the Employer's proposal. The parties shall bargain over the necessity of the proposed increase (or any increase) and the impact of any increase on the employees; such bargaining shall continue at reasonable intervals for a period of not less than 45 days. Should they be unable to**

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resolve their negotiations, either party may refer the negotiations impasse to arbitration under §14 of the Illinois Public Labor Relations Act.

Section 2. Life Insurance

The Employer shall supply each officer covered by the terms of this Agreement with \$10,000.00 of term life insurance.

# Exhibit E

12-3-90

## Article 28

### Duration

#### Section 1. Term of Agreement

This Agreement shall be effective from **May 1, 1990**, and shall remain in full force and effect until **April 30, 1992**. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding 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.

#### Section 2. Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

#### Section 3. Successor Agreement

The parties agree that if either side decides to open negotiations for a successor agreement, that party may so notify the other at least ninety (90) and no more than one hundred twenty (120) days prior to April 30, 1992.

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In the event such notice to negotiate is given, then the parties shall attempt to meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purpose of negotiation. All notices provided for in this Agreement shall be served on the other party by certified mail, return receipt requested, **or by personal service.** Any impasses at negotiations shall be resolved by the procedures of the Illinois **Public** Labor Relations Act.

# Exhibit F

18  
12-3-90

## Article 2

### Recognition

The Employer hereby recognizes the Lodge as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all officers in the bargaining unit. The bargaining unit shall include:

INCLUDED: All sworn personnel under the rank of  
**Assistant Chief**

EXCLUDED: The Chief of Police, **the Assistant Chief  
of Police** and non-sworn employees of the  
Department and other employees as defined in  
the Illinois Public Labor Relations Act.

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# Exhibit G

## Article 19

### Leaves of Absence

#### Section 1. Bereavement Leave/Death in Family

The Employer agrees to provide to an officer leave without loss of pay for **one day** as a result of a death in the immediate family of the employee. **Immediate family shall be defined as:** the officer's spouse, parent, parents of officer's spouse, child, brother, sister, grandparent, or grandchild. Up to two additional bereavement leave days may be granted with approval of the Police Commissioner.

Sections 2 through 4: Current language of the agreement.

Exhibit H

16  
12-3-90

Article 17

Safety Issues

No employee shall be required to use any equipment that has been designated by both the Lodge and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer shall notify his supervisor, complete required reports, and follow the Supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties, and employees shall at all times do those things that reasonably protect their safety and that of fellow employees.

**Each officer who incurs a bodily injury while on duty shall report the nature, extent and circumstance of such injury in writing to his shift supervisor by the end of the duty shift during which the injury occurred, or when the incident report is filed. If the injury is such that the officer is incapacitated to the extent that he cannot make such report during such shift, he shall do so during his next regular shift or as soon as practicable.**

**Upon written request, employees covered by this Agreement shall be issued a ballistic vest, which shall be replaced by the Employer prior to the end of the fifth year following the initial issue. Once issued by the City, wearing the vest on duty will be mandatory.**

# Exhibit I

14  
12-3-90

## Article 21

### Holidays

Section 1. The following days shall be recognized and observed as paid holidays: all those days designated as City holidays by the Marion City Council. **Employees covered by this Agreement shall receive holiday compensation on the actual date of the holiday, rather than the business day closure if the designated holiday falls on a Saturday or Sunday.**

Section 2. No change in current agreement.

Exhibit J

12  
12-3-1

Article 23

Vacations

Section 1. No change in current language

Section 2. No change in current language

Section 3. Carry Over of Vacation Credit.

All vacation leave shall be taken during the year, and the Chief shall schedule vacation accordingly. There shall be no carry-over of vacation year-to-year without the mutual consent of the Employee and the Chief. **If pre-approved vacation is cancelled by the Employer, it may be carried over to the first six months of the next year.**

Exhibit K

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Article 9

Dispute Resolution and Grievance Procedure

Sections 1 through 7. No change in current contract language.

Section 8. Steps in Procedure

Step 1. No change in current contract language

Step 2. No change in current contract language

Step 3. If the dispute is not settled at Step 2, the matter may be submitted to arbitration **by the Lodge** within ten working days after the Council's written decision or the expiration of the five day period if the Council fails to render a written decision. *NOTE: REMAINDER OF CURRENT LANGUAGE OF ARTICLE REMAINS UNCHANGED*

Exhibit L

Article 19

Sick Leave

Employees covered by this Agreement shall accrue sick leave at the rate of one day per month, accrued to a maximum of fifty-one (51) days. Current employees, as of May 1, 1990, shall be credited with 15 days sick leave accumulation and shall add to the accrual at the rate of one day per month. Any employee hired after May 1, 1990, shall have no credit at hire and begin accruing sick leave at the rate of one day per month.

**SIDE LETTER OF AGREEMENT**

The parties further agree the current practice with regard to on-duty officers picking up at their homes their replacements and/or officers coming on duty, and on-duty officers dropping off at their homes those officers they replace and/or those officers are going off-duty shall continue in effect during the term of this Agreement.

The foregoing shall not relieve employees of the obligation of reporting to duty at the scheduled shift starting times; provided further, if an employee is not picked up by a Department vehicle in sufficient time to arrive at work, he shall immediately contact his supervisor. If the Supervisor directs the employee to report to duty in his own vehicle, the employee shall have a reasonable amount of time to do so.

Disputes concerning the meaning, application, or interpretation of this side letter of agreement shall be resolved in the grievance procedure.

Robert L. Butler  
Robert L. Butler, Mayor of Marion

12/3/90  
Date

Art L. Stone  
Art L. Stone, Director  
Illinois F.O.P. Labor Council

12-3-90  
Date