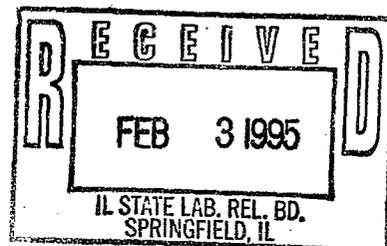


BEFORE
JAMES R. COX
ARBITRATOR



COUNTY OF ALEXANDER and
ALEXANDER COUNTY SHERIFF'S DEPARTMENT

AND

INTEREST ARBITRATION

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL

S-MA-92-91

DECISION AND AWARD

The Hearings in this matter were conducted by the Arbitrator May 17, 1993 in Cairo, Illinois. Jeff Farris, Alexander County States Attorney, represented the County while Attorney Thomas Sonneborn presented the Labor Council's case. Following the Hearing, the County requested additional time to submit a Brief because of unexpected time demands associated with the flood emergency. This is the reason for the delay in issuing the Award in this case.

The Parties have stipulated that this Interest Arbitration is governed by Section 14 of the Illinois Public Labor Relations Act and that the Arbitrator has jurisdiction to render a final and binding decision. The parties have waived the three member panel of arbitrators and have agreed to submit the issues to a single Arbitrator. Wage, health insurance and contract duration issues before me are economic in nature and I am mandated by the Statute to resolve these issues by selecting either the Union or the County final offer. The parties have further stipulated that the issue regarding layoffs, being non economic, allows the Arbitrator to make his own determination or to accept either the Employer or the Union's final offer. It was also stipulated that I have the express authority and jurisdiction to issue an award providing for increases in wages, benefits and other form of compensation retroactive to December 1, 1992.

NON-ECONOMIC ISSUES

This a first contract for the FOP. They were certified to represent all full time employees employed by the Alexander County Sheriff's Department, excluding the Sheriff and auxiliary employees, in July 1991.

A prior Labor Agreement covering employees in this bargaining unit, between Alexander County and Laborer's Union Local 733, had provided, in Article 14, that "seniority and performance rating and/or job qualifications shall receive equal consideration for ... layoff's ..." That contract terminated in July 1991. The County has proposed similar language to the FOP- "seniority and performance rating and/or job shall receive equal consideration by the employer in determining the order of layoff and recall of employees." They also proposed that recall rights should terminate eighteen (18) months after a layoff and that Employee receive notice of their layoff not less than fourteen (14) days prior thereto.

The Union seeks a minimum thirty (30) day notice of layoff and would limit the Sheriff's Department from laying off except in situations where there are insufficient funds to pay the bargaining unit employees. The Union demands that seniority be the determining factor in layoffs and that, following a layoff, no new employee will be hired to perform bargaining unit work while any officer is on layoff status.

I have carefully considered the arguments of both parties with respect to this issue. I note, due to the critical financial problems of the County, that personnel procedures are, at best, rudimentary. There is no evidence that the Department has a policy of regular personnel evaluation or that there is any other officer rating standard reliable enough to provide a legitimate basis for determining who should be laid off if qualifications were to be the key factor. I have determined therefore and it is my award that the following layoff language should become a part of the Contract, Article XVI.

In the event the County determines that there should be a layoff, they will give a minimum of fourteen (14) calendar days written notice to any bargaining unit member who is to be laid off. Layoffs shall be made in accordance with seniority, provided that all temporary, part time and probationary employees will be laid off before any permanent full time employee. A laid off employee to be recalled shall be notified at least seven (7) days in advance of the recall date by certified mail, return receipt requested, mailed to his last address as shown on the County's records. Any employee so recalled must return within seven (7) calendar days after receiving such notice or at the date and time indicated in the notice, whichever is later. An employee failing to respond to recall as set forth above shall lose his seniority. It is the employee's responsibility to keep the County informed of his current address and phone number. Employees on layoff shall be recalled in order of their seniority before the hiring of any new employees. Employees will not be eligible for recall and shall lose their seniority after they have been on layoff for more than

twenty-four (24) months from the date of that layoff.
Probationary employees shall have no recall rights.

THE ECONOMIC ISSUES

Wages and Duration

It is my understanding that as of March, 1993 there were six (6) full time employees in the Sheriff's Department and job classifications of Captain, Lieutenant, Sergeant and Deputy, two (2) full time employees on unpaid medical leave, and eight (8) part time employees.

There are two (2) wage issues - whether there should be increases the second and/or third year(s) of the Agreement effective December 1, 1992 and December 1 1993 respectively and, if so, how much the increase(s) should be. These wage issues are intertwined with the final positions on contract duration. The County proposed a two (2) year agreement, commencing December 1, 1991 with an expiration date of December 1, 1993, while the Union seeks a three (3) year contract term from December 1, 1991 through November 30, 1994. While the County does not make an inability to pay contention, they do cite extreme financial problems as the basis for a wage freeze and argue that there also should be no wage increase effective the second year of the contract. The Union seeks a ninety (\$ 0.90) cent an hour increase the first year with a wage reopener the third year. The prior County Agreement with the Laborer's Union was a two (2) year contract.

Recognizing the unusually protracted period of bargaining already involved in this initial contract as well as the trend in public employment toward three (3) year agreements, I find the FOB proposal on contract term to be most reasonable. A three (3) year Agreement tends to stabilize the bargaining relationship and, at the same time, will afford the County an additional year of fixed employment costs.

According to Joint Exhibit 1, bargaining unit employees received an increase effective July, 1990 - the equivalent of a twenty-five (\$ 0.25) cent an hour adjustment which was, according to the Contract, not a five hundred (\$500.00) dollar lump sum but a five hundred (\$500.00) dollar per employee increase divided into "equal pay periods". The evidence also indicates that the bargaining unit received a twenty-five (\$0.25) cent increase in December 1991, eighteen (18) months after the July 1, 1990 adjustment.

In my determination concerning the offers with respect to wages I have carefully considered comparable factors such as Alexander County's financial situation, the size and time of the last wage increase provided this unit and recent cost of living increases in the Alexander County area.

The wage differentials between Alexander County Sheriff Department employees and law enforcement officers employed by neighboring counties is dramatic. Like most counties, city police have primary responsibility within their jurisdiction, and the Sheriff's Department in Alexander County provides backup duty. Their Officers, however, have a relatively large geographical area to patrol considering their limited numbers and modest equipment assets. Alexander County has more crime than other counties with such relatively small Sheriff's Departments.

I note that in Pope, Pulaski and Hardin Counties, - areas with similar per capita income and a close geographical relationship to Alexander County, - starting salaries are Three Thousand Six Hundred and Twenty (\$3,620.00) dollars, Five Hundred and Ten (\$510.00) dollars, and Three Thousand Five Hundred and Twenty (\$3,520.00) dollars respectively greater than in Alexander County. Pope employs only one (1) deputy. Considering salaries in the counties surrounding Alexander - Union, Johnson, Pope, Pulaski, Massac, Jackson, Williamson, Hardin, Saline and Gallatin, I find the average starting salary to be Seventeen Thousand One Hundred and One (\$17,101.00) dollars, Nineteen Thousand Four Hundred and Sixty-three (\$19,463.00) dollars after five (5) years and Twenty Thousand Four Hundred and Eighty-eight (\$20,488.00) dollars after fifteen (15) years. The starting salary, as noted above, in Alexander County is Twelve Thousand Four Hundred and Eighty (\$12,480.00) dollars which moves to Fifteen Thousand and Eighty (\$15,080.00) dollars after one (1) year and remains at that level. The crime index for these counties has shown an approximate ten (10%) per cent decrease from 1988 through 1991 whereas, in Alexander County, the crime index has increased from 566 in 1988 to 604 in 1991.

While the local cost of living is currently relatively stable and in the area of 2.5 to 3 per cent, such increases have a disproportionate effect upon modestly paid workers such as those in this bargaining unit.

While Alexander County's final proposal on wages is for a wage freeze, they had previously offered twenty-five (\$0.25) cents an hour. As noted above, the County has not made an inability to pay argument although they have successfully shown the chaotic and uncertain condition of county financial accounts. Audits referred to during the Arbitration Hearing reflect unorthodox accounting procedures.

Having considered arguments presented in connection with the wage and duration issues, I make the following determinations and Award.

1. The County's offer of a wage freeze for the second year of the contract is unreasonable. Effective December 1, 1992 there shall be a ninety (\$0.90) cent per hour increase for all classifications within the bargaining unit. Retroactive pay due bargaining unit

employees shall be paid by separate checks within forty-five (45) days of the issuance of this Award.

2. This increase shall remain in full force and effect for the duration of the agreement. In view of the size of the increase and recognizing the financial condition of the County, there shall be no wage reopener or wage increase the third year of the agreement.

3. The contract shall be for three (3) years and the duration clause shall read as follows.

This Agreement shall be effective December 1, 1991 and shall remain in full force and effect until December 31, 1994. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail to either party no earlier than 120 days preceding the scheduled expiration date. The notice referred to in this Article shall be considered to have been given as of the date shown on the return receipt. Written notice may also be tendered in person, in which case the date of notice shall be the written date of service. The Agreement shall remain in full force and effect following its expiration date in the event negotiations or resolution of impasse procedures continue thereafter.

If either party desires to negotiate over the terms of a successor agreement at the scheduled expiration date of this agreement, notice shall be given at least ninety (90) days and not more than one hundred and twenty (120) days prior to the scheduled expiration date of the agreement. In the event that such notice is given the parties shall meet not less than ten (10) days after receipt of such notice to commence negotiations or at reasonable times as are agreeable to the parties. All notices shall be given either in person or by certified mail, return receipt requested. Impasses in such negotiations shall be resolved by the Impasse Resolution Procedure of the Illinois Public Labor Relations Act.

INSURANCE ISSUES

There were two (2) open insurance issues advanced to Interest Arbitration. The first was resolved and the contract shall reflect the following language.

Throughout the term of this Agreement, a sum equivalent to that amount the County contributes toward the cost of other county employees health and medical insurance shall be paid on a monthly basis either to an insurance carrier as directed by each

bargaining unit employee or to the employee if there is no such written direction. It is recognized that the amount of this alternative insurance contribution may fluctuate up or down during the term of the Agreement depending upon changes, if any, in the amount paid to other County employees.

The remaining health insurance question before me is whether bargaining unit employees should be paid an amount equal to the premium cost the employer would otherwise have paid for such insurance, had the employees health insurance not been canceled.

It is almost inconceivable that the County would cancel insurance coverage/payments as they did in Fall, 1991. The modest level of contribution had provided, at best, only minimum coverage.

There was insufficient evidence presented to justify the suspension of contributions and this Award provides that the following language become part of the contract and carry an effective date of December 1, 1992.

The employer shall pay to each bargaining unit employee an amount equal to the total health and medical insurance premium which would have been paid by the employer on behalf of bargaining unit employees through the date on which the employer either commences to provide such insurance to the employees or in the alternative commences to pay to each employee on a monthly basis that amount which the County pays for such insurance for other County employees.

Such payment for past and current insurance premiums to each bargaining unit employee shall be made by separate check within thirty (30) days of the date of issuance of the award by this Arbitrator.

The Parties have reached agreement on various items during the course of their negotiations and furnished the Arbitrator copies which I attach herewith and make a part of this Award and which will become, together with the language and issues resolved by this Award, the new Labor Agreement. I will retain jurisdiction until October 10, 1993 should there be a question concerning my determinations in this Award.

James R. Cox

Arbitrator

9/27/93

TA 10/3/91
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ARTICLE I

PREAMBLE

This Agreement is entered into by the County of Alexander, a body politic, by its duly constituted County Board and the Sheriff of Alexander County, hereinafter referred to as the "Employer", and the Fraternal Order of Police Labor Council, hereinafter referred to as the "Council".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Council representing the employees in the bargaining unit and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Council to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as adjust misunderstandings and grievances relating to employees wages, hours and working conditions.

In consideration of the mutual promises, covenants, and agreement contained herein, the parties hereto, by their duly authorized representative and/or agent do mutually covenant and agree as follows:

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ARTICLE II

RECOGNITION

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

① Arbitration Numbering -

The bargaining unit shall include all full-time employees of the Alexander County Sheriff's Department and exclude the Sheriff, Auxiliary employees and part-time employees of the Alexander County Sheriff's Department, and all other employees of the Sheriff as defined by the Act.

The Employer may continue to utilize the services of the Alexander County Sheriff's Police Auxiliary to perform bargaining unit work in accordance with past practices.

The Employer may continue to utilize the services of short term and part-time employees to perform bargaining unit work in accordance with past practices.

ARTICLE III

NEW CLASSIFICATIONS AND VACANCIES

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Section 1. New Classifications.

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Council agree to jointly petition the State Labor Board to seek the necessary unit clarification.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Council may appeal the proposed pay grade to the 2nd step of the grievance procedure.

The second step grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

BM CIVILIAN SECRETARY IS NOT BARGAINING UNIT WORK
1/7/91 SO NO PETITION IS NECESSARY

- (a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;
- (b) Like positions with similar job content and responsibilities within the labor market generally;
- (c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the decision.

If the decision of the second step grievance committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with the posting and bidding procedures of this Agreement.

ARTICLE IV

NON-DISCRIMINATION

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Section 1. Equal Employment Opportunity.

The Employer will continue to provide equal employment opportunity for all officers, and develop and apply equal employment practices.

Section 2. Prohibition Against Discrimination.

Both the Employer and the Council agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap or sexual orientation.

Section 3. Council Membership or Activity.

Neither the Employer nor the Council shall interfere with the right of employees covered by this Agreement to become or not become members of the Council, and there shall be no discrimination against any such employees because of lawful Council membership or non-membership activity or status.

ARTICLE V

DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction.

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[Signature]

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Council dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council in accordance with the laws of the State of Illinois. The Council shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Dues.

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Council and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Council by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Council. Authorization for such deduction shall be irrevocable unless

revoked by written notice to the Employer during the fifteen (15) day period prior to the expiration of this Agreement.

Section 3. Fair Share.

Any present officer who is not a member of the Council shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Council dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall with respect to any officer in whose behalf the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the employee, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Council on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

- (1) The Council has certified to the Employer that the affected employee has been delinquent in his obligation for at least thirty (30) days;
- (2) The Council has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Council of his obligations pursuant to this Article and of the manner in which the Council has calculated the fair share fee;

- (3) The Council has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Council for the purpose of determining and resolving any objections the employee may have to the fair share fee.

Section 4. Indemnity.

The Council hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provision of this Article.

ARTICLE VI

MANAGEMENT RIGHTS

TA 10/3/91 [Signature]

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

1. To determine the organization and operations of the Sheriff's Department.
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 organizational structure.
6. To select new employees, determine examination techniques for new employees and 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.

ARTICLE VII

NO STRIKE

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Section 1. No Strike.

Neither the Council nor any officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful, and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Council nor any officer shall refuse to cross any picket line, by whomever established.

Section 2. Resumption of Operations.

In the event of action prohibited by Section 1 above, the Council immediately shall disavow such action and request the officer to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3. Council Liability.

Upon the failure of the Council to comply with the provisions of Section 2 above, any agent or official of the Council who is an officer covered by this Agreement may be subject to the provisions of Section 4 below.

Section 4. Discipline of Strikers.

Any officer who violates the provisions of Section 1 of this

Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 1 above shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE VIII

RESOLUTION OF IMPASSE

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The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (Ch. 48, Section 1614).

The Employer and Council agree that any arbitration hearings shall be held in Cairo, Illinois, unless both parties agree otherwise.

~~ARTICLE IX~~

~~SUBCONTRACTING~~

~~Section 1. General Policy.~~

~~It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency. *providing that such subcontracting does not reduce hours or benefits of bargaining unit employees.*~~

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~~ARTICLE X~~

~~PERSONNEL FILES~~

~~Section 1. Personnel Files.~~

~~The Employer shall keep a central personnel file within the bargaining unit for each employee. Employer is free to keep~~

delete

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working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against any employee.

Section 2. Inspection.

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

- (a) Such inspection shall occur within a reasonable time following receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Council present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (e) Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 3. Notification.

Employees shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Section 4. Limitation on Use of File Material.

It is agreed that any material and/or matter not available for inspection, such as provided in Section 1 and 2 above, shall not be

used in any manner or any forum adverse to the officer's interests.

ARTICLE XI

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance.

A grievance is defined as any unresolved difference between the Employer and the Council or any employee covered by this Agreement 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.

Section 2. Dispute Resolution.

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and the Sheriff.

The employee shall make his complaint to the Sheriff. The Sheriff will notify the employee of the decision within ^{twenty} ~~two~~ (2) business days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task and complain later.

Section 3. Representation.

Grievances may be processed by the Council on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at step two (2) Section 7 of this Article. Either party may have the grievant or one grievant representing group grievances present at any step of the grievance

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procedure, and the employee is entitled to Council representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 4. Subject Matter.

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievance position, the article, and section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employees and the date.

Section 5. Time Limitation.

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limit shall not find in favor of the grievant, but shall automatically advance the grievance procedure to the next step, except step two (2). Time limits may be extended by mutual agreement.

Section 6. Grievance Meetings.

A maximum of two (2) employees (the grievance and/or Council representative) per work shift shall be excused from work with pay to participate in a step one (1) grievance meeting. The employee shall be only excused for the amount of time reasonably required to present the grievance. The employee shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first

perform his assigned work task and file his grievance later.

Section 7. Steps In Procedure.

Disputes arising under this Agreement shall be resolved as follows:

Step 1. If no agreement is reached between the employee and the Sheriff as provided for in Section 2 - Dispute Resolution, the Council shall prepare a written grievance on a form mutually agreed to and presented to the Sheriff not later than ten (10) business days after the employee was notified of the decision of the Sheriff. Within five (5) business days after the grievance has been submitted, the Sheriff shall meet with the grievant and the Council representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff shall respond in writing to the grievant and the Council representative within five (5) business days following the meeting.

Step 2. If the dispute is not settled at Step 2, the matter may be submitted to arbitration by the Council within ten (10) business days after the Sheriff's written decision or the expiration of the five (5) day period if the Sheriff fails to render a written decision. Within ten (10) business days after the matter has been submitted to arbitration, the Employer and the Council shall each appoint a representative to the arbitration panel. The two (2) arbitrators shall in turn by mutual agreement select a third arbitrator to serve as chairman of the arbitration panel. In the event the two (2) arbitrators are unable to agree upon a third arbitrator, they shall obtain a list of recognized arbitrators from an organization that is recognized as providing

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such lists. Upon receipt of each list, each party shall strike a name from the list, until there is one name remaining. The remaining individual shall be the third party and the chairman of the panel. The order of striking names shall be determined by a coin toss. Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer or Council shall have the right to request the panel to require the presence of witnesses and/or documents. Each party shall bear the expenses of its witnesses. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot reasonably be made, the arbitration panel shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Cost of arbitration shall include the panel chairman's fees, room cost, and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures of the American Arbitration Association. The decision and the word of the arbitration panel shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Council and the employee involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.

ARTICLE XIII

DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge.

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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 (notice to be given in writing)
- discharge

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

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.

Section 2. Limitation.

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the employee and the Council or disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 3. Predisciplinary Meeting.

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall meet with the employee involved and

inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee and Council Rep shall be given the opportunity to rebut or clarify the reasons for such discipline. If the employee does not request Council representation, a Council Rep shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

XIII

EMPLOYEE SECURITY AND PERSONNEL FILES

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[Signature]

Section 1. Just Cause Standard.

No officer covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause.

Section 2. Personnel Files.

The Employer shall keep a central personnel file within the bargaining unit for each employee. The Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Section 3. Inspection.

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

- (a) Such inspection shall occur within a reasonable time following receipt of the request;
- (b) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;

- (c) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request.
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Council present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (e) Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be made part of the personnel file.

Section 4. Notification and Reply.

Employees shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file. A copy of the written warning or disciplinary documentation shall be delivered to the employee, at which time the employee may prepare a written reply to the written warning or disciplinary documentation. The written reply shall be permanently attached to the written warning or other disciplinary documentation prior to placement in the personnel file. Upon receipt of such copy, the employee shall acknowledge such receipt by initialing and dating the original.

Section 5. Employee Additions to Personnel File.

An employee may submit without the necessity of supervisory approval, documents to become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the officer's interests.

ARTICLE XIV

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.

Each employee shall be allowed a thirty (30) minute meal break per tour of duty. This meal period shall be considered out of service time during which the employee will be subject only to priority calls.

SECTION 2 OVERTIME PAYMENT

Those employees working a forty hour work week shall be compensated at a rate one and one-half (1 1/2) times their regular rate for work in excess of forty (40) hours.

Employees shall be entitled to pay at the rate of one and one-half (1 1/2) the regular rate when requested to be available to testify subject to a duly authorized subpoena issued by a proper authority or on the order of the Sheriff, for those periods of time when not working an actual assigned work shift, with a minimum of two hour call back time.

~~Section 3. 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 the regularly scheduled hours in a given work week.~~

Hours worked in this Section and in Section 1 above include hours compensated for in vacation, holidays, and other paid time off.

Compensatory time may be paid in lieu of overtime payment.

Compensatory time will be calculated at the same rate as overtime

pay. Overtime rate shall be computed on the basis of completed fifteen (15) minute segments.

~~Section 2. Court Time.~~

~~Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate with a minimum of two (2) hours. On a day an~~
ON A DAY AM
officer may be required to attend court, the officer shall inform the department of a telephone number or address at which he may be reached.

ARTICLE XIV

INDEMNIFICATION

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Section 1. Employer Responsibility.

The Employer shall be responsible for, hold officers harmless from and pay damages or moneys which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement.

Section 2. Legal Representation.

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties, whether the officer was on duty or off duty at the time of the incident. Employees shall be permitted to choose such legal counsel, subject to approval by the Employer.

Section 3. Cooperation.

Officer shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 4. Applicability.

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims. Acts of willful misconduct are not covered by this Article.

TA *[Handwritten Signature]* ARTICLE XV *[Handwritten Signature]*
SENIORITY

✓ Section 1. Definition of Seniority.

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.

✓ Section 2. Promotion.

Seniority shall be considered equally along with performance rating and job qualifications in the promotion of employees covered by this Agreement.

✓ Section 3. Seniority List.

The Employer shall prepare a list, attached as Appendix A, setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Dispute as to seniority listing shall be resolved through the grievance procedure.

Section 4. Probation Period.

An employee is a probationary employee for his first twelve

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ARTICLE 18
SAFETY ISSUES

No employee shall be required to use any equipment that has been designated by both the Council 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 will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

(omit delete) ~~The Employer shall provide sufficient portable radios and other necessary equipment to outfit all officers during their hours of work, and will keep such equipment in safe and proper working condition.~~ *who request one in writing.*

A ballistic vest shall be issued to all officers. Ballistic vests shall be replaced by the Employer five years after being first placed in service.

The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties.

Officers who request and are issued a ballistic vest shall be required to wear the vest while on duty, subject to the discipline procedure.

ARTICLE 19
BULLETIN BOARDS

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The Employer shall provide the Council with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Council.

ARTICLE 20
LEAVES OF ABSENCE

Section 1 Bereavement Leave/Death in Family

see co. alt

The Employer agrees to provide to officer leave without loss of pay as a result of death in the immediate family, not to exceed three (3) days. Leave may be extended to five (5) days on a case-by-case basis on approval of the Chief.

Section 2 Definition of Family

A member of the immediate family shall be defined to be any officer's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, or grandchild.

Section 3 Council Liability

Upon the failure of the Council to comply with the provisions of Section 2 above, any agent or official of the Council who is an officer covered by this Agreement may be subject to the provisions of Section 4 below.

Section 4 Discipline of Strikers

Any officer who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 1 above shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 7
RESOLUTION OF IMPASSE

*see art
T.A.*

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (Ch. 48, Section 1614).

The Employer and Council agree that any arbitration hearings shall be held in Cairo, Illinois, unless both parties agree otherwise.

ARTICLE 8
BILL OF RIGHTS

10/31/91 T.A. [Signature]

T.A. [Signature] 10/31/91

If the inquiry, investigation, or interrogation of a law enforcement officer results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in Chapter 85, Sections 2551-2569 of the Illinois Revised Statutes. The law enforcement officer may be relieved of duty pending formal hearing and shall receive all ordinary pay and benefits as he would have if he were not charged. The officer shall have the right to be represented at such inquiries, investigations, or interrogations by a Council representative.

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