

BEFORE  
JAMES R. COX  
INTEREST ARBITRATOR

CITY OF DUQUOIN, ILLINOIS

and

INTEREST ARBITRATOR  
2006-2009 LABOR AGREEMENT  
S-MA -07-223

ILLINOIS FRATERNAL ORDER  
OF POLICE LABOR COUNCIL

DECISION AND AWARD

Following unsuccessful efforts to reach complete agreement on a new Contract during 2006 Collective Bargaining Negotiations, the parties have brought several fully discussed but incompletely resolved issues to this Interest Arbitrator. The City was represented by Attorney Ivan Schraeder and the Union case was presented by their Attorney, Rick Stewart.

Negotiations commenced in April 2006 and have been both lengthy and comprehensive. There have been a number of negotiation meetings in addition to executive sessions. The dispute has been brought through mediation. There has been recent participation by members of the City Council.

This Arbitrator has been designated to hear this dispute by the Illinois Labor Board. The matter has been properly placed before me for final and binding Decision.

The Parties have presented their respective positions on the issues to the Interest Arbitrator. I have reviewed the contentions and, after discussion, I have made the following determinations.

This Award is issued in accordance with applicable provisions of the Illinois Public Labor Relations Act. I have considered applicable factors set forth in Section 14(h) in reaching my decision.

### DETERMINATION

The current Collective Bargaining Agreement shall be amended by substituting the following provisions for existing language. Unchanged language shall remain in full force and effect.

### ARTICLE 21

### WAGE RATES

#### Section 1. Wage Rates and Longevity

Wage Rates and longevity for the classifications covered by this Agreement appear in Appendix "A" of this Award.

#### Section 3. Length of Service Bonus

The Employer agrees to increase the wage rate of any employee covered under this Agreement who has more than 20 years of service and less than 25 years of service by 20% for one pay period only each year. In addition, the Employer agrees to increase by 25% the wage rate of any employee covered under this Agreement who has over 25 years of service for one pay period only each year. This pay period shall be the first pay period in May or November, at the discretion of

the employee. Such increases shall not constitute a contract re-opener.

#### Section 4. Pagers

Employees required to carry a Pager while off-duty shall be paid an additional five dollars (\$5.00) per week to compensate them for carrying that Pager.

### ARTICLE 22

#### HOLIDAYS

##### Section 2. Work on Holidays/Birthdays

Employees covered by this Agreement, when their regularly scheduled day off falls on the day of a Holiday, shall receive a normal workday's compensation in addition to base day. This compensation shall include those Holidays occurring during an employee's vacation. At the Employee's option, compensation for holidays/birthdays may be taken as compensatory time instead of pay. The option to take compensatory time shall be available only to Dispatchers and the Secretary.

If time off for holidays/birthdays is chosen, such time shall be granted at such times and in such time logs as are mutually agreed upon between the involved Employee and the Supervisor. Employees shall provide not less than seven (7) days advance notice in requesting such holiday/birthday time off. Permission to use accrued holiday time shall not be unreasonably denied by the Supervisor if the operational requirements will not be adversely affected. Any unused Holiday time shall be liquidated into cash at the conclusion of the fiscal year at the then-current rate of pay inclusive of longevity.

When an employee's regular work day falls on the day of a Holiday, he or she shall receive one and one-half (1 ½) day's compensation above his or her base pay for all hours worked on the

holiday, based on an eight (8) hour work day. When an employee is called in from his regular day off on the day of a holiday, he shall be paid at his or her overtime rate for all hours worked in addition to his or her holiday pay. If an Employee wishes to take his or her birthday holiday off, the day off will be scheduled within ten days before or after the day of the birthday, otherwise the birthday will be treated as a paid holiday.

## ARTICLE 23

### CLOTHING ALLOWANCE

#### Section 1. Clothing Allowance & Equipment Maintenance

All Employees covered by this Agreement shall receive a yearly clothing maintenance allowance of five hundred dollars (\$500) to be used for the purchase and maintenance of uniforms and accessories. This clothing maintenance allowance is to be paid by the City through the use of purchase orders and/or charges to uniform and equipment suppliers, local businesses and dry cleaners. The Employee shall be responsible for maintaining their uniforms and accessories in a proper manner so as to maintain a complete uniform at all times and to report to work with uniforms being clean and neat in appearance.

Patrol officers shall only receive an annual one hundred and fifty dollar (\$150.00) equipment purchase and maintenance allowance in addition to the clothing allowance. This allowance shall be payable only through the use of the City purchasing accounts payable system.

## ARTICLE 24

### VACATIONS

#### Section 1. Schedule of Vacation Time Earned

Employees shall accrue credit for vacations according to the following schedule:

One (1) year of service completed - 40 hrs.

Two (2) years of service completed - 80 hrs.  
Ten (10) years of service completed - 120 hrs.  
Eleven (11) years of service completed: On completion of eleven (11) years of service, Employees shall receive one additional shift of vacation leave per year of service beyond eleven (11) years, to a maximum of one hundred and sixty (160) hours.

Vacation shall be taken in blocks of the Employee's regularly scheduled shift length.

Employees shall be permitted to take accrued vacation leave at any time of the year and in any increment of time from one (1) day to the entire accrued credit. A maximum of one week of vacation may be carried over for sixty (60) days following the employee's anniversary date. No more than one employee shall be permitted to take vacation at any time, unless approved by the Chief.

## ARTICLE 25

### INSURANCE

#### Section 1. Hospitalization

The Employer's present complete basic health care insurance program insuring all employees, including Employees and their dependents, shall continue in effect. The Employer agrees to continue to pay the full and total premium thereon for the employees without any dependent coverage. The employee contribution for dependent coverage is the current amount being paid by the employees. The employee contribution for dependent health care coverage shall change annually with rate changes in health care insurance as charged by the health care coverage insurer. For example, if health care insurance rates increase by ten percent (10%), the Employee contribution shall increase by ten percent (10%). The cost of monthly dependent health care coverage shall not rise above \$250.00 per employee during the life of this contract. The City may, at its discretion, choose to utilize a higher deductible. If choosing higher

deductible results in a decrease in premiums, the savings will be passed along to the employees at the same percentage rate that they pay.

The Employer and the Union have agreed to raise the deductible from two hundred and fifty dollars (\$250.00) per year to five hundred dollars (\$500.00) per year over the four (4) year period of this Agreement, as follows:

Beginning with the first year of the Agreement, the deductible amount will be two hundred and fifty dollars (\$250.00). Should the City choose to exercise their option for a higher deductible, the Employees covered under this Agreement will be reimbursed for any deductibles paid beyond the two hundred and fifty dollar (\$250.00) limit. The Family maximum deductible will be seven hundred and fifty dollars (\$750.00).

Beginning with the second year of the Agreement, the deductible amount will be three hundred and thirty-three dollars (\$333.00). Should the City choose to exercise their option for a higher deductible, the Employees covered under this Agreement will be reimbursed for any deductibles paid beyond the three hundred and thirty-three dollars (\$333.00) limit. Family maximum deductible will be nine hundred and ninety-nine dollars (\$999.00).

Beginning with the third year of the Agreement, the deductible amount will be four hundred and sixteen dollars (\$416.00). Should the City choose to exercise their option for a higher deductible, the Employees covered under this Agreement will be reimbursed for any deductibles paid beyond the four hundred and sixteen dollars (\$416.00) limit. Family maximum deductible will be one thousand twelve hundred and forty-eight dollars (\$1,248.00).

Beginning with the fourth year of the Agreement, the deductible amount will be five hundred dollars (\$500.00). Should the City choose to exercise their option for a higher deductible, Employees covered under this Agreement will be reimbursed for any deductibles paid

beyond the five hundred dollars (\$500.00) limit. Family maximum deductible will be one thousand five hundred dollars (\$1,500.00).

Prescription drugs will be available per the following rates:

Generic - \$10.00

Non-Generic (Formulary) - \$15.00

Non-Formulary - \$20.00

When purchasing prescription drugs in ninety (90) day supplies, the employee will be responsible for two (2) co-pays. Office visit co-pay will become twenty (\$20.00) within the PPO.

At the onset of the new coverage, employees covered under this Agreement will be reimbursed and made whole for the deductibles they have already paid, should the Employer elect to make changes.

The Employer reserves the right to modify the terms of Employee health care coverage (deductibles, pharmaceuticals, etc.) based on affordability of that coverage so long as the basic extent of coverage is maintained.

The Parties agree that, if the Employer enters into any new agreement with any Union or employee group providing for terms of insurance benefits more favorable than described in this Agreement, then the Employer will immediately apply such provision(s) to this Agreement.

### Section 3. Insurance Committee

Effective with the signing date of this Agreement, a Joint Employer-Employee Insurance Committee is established, to which at least one bargaining unit member shall be assigned. The Committee shall meet as necessary prior to the commencement of the Employer's health insurance renewal year to assess and review benefit levels, premiums and vendors. The Committee shall make a non-binding written recommendation to the City Council not less than thirty (30) days prior to the renewal date.

## ARTICLE 31

### DURATION

#### Section 1. Term of Agreement

This Agreement shall be effective from January 1, 2006 and shall remain in full force and effect through December 31, 2009. It shall continue in effect from year to year thereafter unless either party gives written notice of termination no earlier than one hundred and 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 Resolutions of Impasse Procedures are continuing for a new Agreement or part thereof between the parties.

#### Section 3. Reopener

The Parties agree that, if either side decides to reopen negotiations, that Party may so notify the other at least ninety (90) and no more than one hundred and twenty (120) days prior to the concluding date of the Agreement. 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. Any impasses at negotiations shall be resolved by the procedures of the Illinois Public Labor Relations Act.



In the event that contract negotiations are not concluded by the anniversary date and January 1 of the new year has passed before an Agreement is reached between the parties, any Agreement reached after January 1 shall be retroactive to January 1.

### Retroactivity

**All economic benefits contained in this Agreement shall be fully retroactive to January 1, 2006. Payment shall be made promptly.**

### AWARD

Having considered the evidence in accordance with applicable statutory criteria, I have made the Awards as set forth above. The Parties' May 1, 2002 – April 30, 2005 Collective Bargaining Agreement shall be modified to incorporate these Determinations as well as all other matters an tentative Agreements previously agreed upon by the parties.

Having considered the evidence in accordance with applicable provisions of statutory criteria, I have made the Awards set forth above on each issue.

I will retain jurisdiction for 60 days from the date of this Award to resolve any issues regarding implementation and/or should there be a Request for Clarification.

James R. Cox  
Arbitrator

Issued this 7<sup>th</sup> day of May 2008

Appendix "A"

WAGE RATES

Rates Effective January 1, 2006

| Years of Service | Dispatchers |             | Secretary |             | Patrol Officer |             |
|------------------|-------------|-------------|-----------|-------------|----------------|-------------|
|                  | Hourly      | Annual      | Hourly    | Annual      | Hourly         | Annual      |
| 0-1 years        | \$10.76     | \$22,377.47 | \$14.83   | \$30,846.40 | \$14.52        | \$30,201.60 |
| 1-2 years        | \$11.02     | \$22,918.27 | \$14.83   | \$30,846.40 | \$14.77        | \$30,721.60 |
| 2-3 years        | \$11.58     | \$24,086.40 | \$14.83   | \$30,846.40 | \$15.17        | \$31,553.60 |
| Over 3 years     | \$12.20     | \$25,376.00 | \$14.83   | \$30,846.40 | \$18.34        | \$38,147.20 |

Rates Effective January 1, 2007

| Years of Service | Dispatchers |             | Secretary |             | Patrol Officer |             |
|------------------|-------------|-------------|-----------|-------------|----------------|-------------|
|                  | Hourly      | Annual      | Hourly    | Annual      | Hourly         | Annual      |
| 0-1 years        | \$11.30     | \$23,500.67 | \$15.37   | \$31,969.60 | \$15.06        | \$31,324.80 |
| 1-2 years        | \$11.56     | \$24,041.47 | \$15.37   | \$31,969.60 | \$15.31        | \$31,844.80 |
| 2-3 years        | \$12.12     | \$25,209.60 | \$15.37   | \$31,969.60 | \$15.71        | \$32,676.80 |
| Over 3 years     | \$12.74     | \$26,499.20 | \$15.37   | \$31,969.60 | \$18.88        | \$39,270.40 |

Rates Effective January 1, 2008

| Years of Service | Dispatchers |             | Secretary |             | Patrol Officer |             |
|------------------|-------------|-------------|-----------|-------------|----------------|-------------|
|                  | Hourly      | Annual      | Hourly    | Annual      | Hourly         | Annual      |
| 0-1 years        | \$11.86     | \$24,665.47 | \$15.93   | \$33,134.40 | \$15.62        | \$32,489.60 |
| 1-2 years        | \$12.12     | \$25,206.27 | \$15.93   | \$33,134.40 | \$15.87        | \$33,009.60 |
| 2-3 years        | \$12.68     | \$26,374.40 | \$15.93   | \$33,134.40 | \$16.27        | \$33,841.60 |
| Over 3 years     | \$13.30     | \$27,664.00 | \$15.93   | \$33,134.40 | \$19.44        | \$40,435.20 |

Rates Effective January 1, 2009

| Years of Service | Dispatchers |             | Secretary |             | Patrol Officer |             |
|------------------|-------------|-------------|-----------|-------------|----------------|-------------|
|                  | Hourly      | Annual      | Hourly    | Annual      | Hourly         | Annual      |
| 0-1 years        | \$12.43     | \$25,851.07 | \$16.50   | \$34,320.00 | \$16.19        | \$33,675.20 |
| 1-2 years        | \$12.69     | \$26,391.87 | \$16.50   | \$34,320.00 | \$16.44        | \$34,195.20 |
| 2-3 years        | \$13.25     | \$27,560.00 | \$16.50   | \$34,320.00 | \$16.84        | \$35,027.20 |
| Over 3 years     | \$13.87     | \$28,849.60 | \$16.50   | \$34,320.00 | \$20.01        | \$41,620.80 |

LONGEVITY

In addition to their salaries, each employee covered under this agreement shall be entitled to a longevity allowance on the 31<sup>st</sup> day of December each year, computed at the rate of one-half percent (½%) for each full year of service up to a maximum of five percent (5%) of their respective annual salaries.

