

FEDERAL MEDIATION AND CONCILIATION SERVICE

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| Policemen's Benevolent Labor Committee, | : | Case No.: 16-56480 |
| | : | |
| Union, | : | Grievance: Interest Arbitration |
| | : | |
| and | : | Arbitrator's File No.: 16041 |
| | : | |
| County of Bureau, Illinois, | : | Stipulated Award |
| | : | |
| Employer, | : | November 28, 2016 |

APPEARANCES

For the Union:

Shane Voyles, Attorney

For the Employer:

Chris W. Walters, Attorney

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BACKGROUND

The collective bargaining agreement between the Policemen's Benevolent Labor Committee and the County of Bureau, Illinois provides for an interest arbitration procedure. On August 22, 2016, the parties notified the Arbitrator that he had been mutually selected through the Federal Mediation and Conciliation Service. Using the services of the American Arbitration Association, this Arbitrator was selected as the neutral arbitrator.

In communications with the parties regarding a hearing in this matter, they agreed to mediation of the disputed issues on November 17, 2016. If unsuccessful, December 7, 2016 was scheduled for a hearing. Mediation was conducted in the County Board Room at the Bureau County Courthouse, 700 S. Main Street, Princeton, Illinois. Mediation was successful and the parties agreed upon the issues at dispute. This award incorporates the agreed upon terms. All other contract provisions remain status quo.

AWARD

The Agreement shall be effective beginning December 1, 2014 through November 30, 2018.

Wages

Increases of 2.9% across the board for each of the four (4) years of the agreement. The increases are effective December 1, 2014, December 1, 2015, December 1, 2016, and December 1, 2017. Full retroactive pay to retired employees Bill Redshaw and Tim

Trevor and all current employees employed on November 17, 2016. No other separated bargaining unit employee shall receive retroactive pay.

Article 13 - Suspension, Discipline, and Discharge

The language of Section 13.1 is to amended as follows:

Section 13.1 Definition

The Employer agrees with the principles of progressive discipline. Discipline may include the following:

- a) Oral warning.
- b) Written warning.
- c) Suspension without pay by the Sheriff for reasonable periods of time, not to exceed thirty (30) days in a twelve (12) month period. Suspension without pay by the Merit Commission, upon the filing of charges by the Sheriff, of up to one hundred eighty (180) days.
- d) Demotion.
- e) Discharge.
- f) Other reasonable conditions of employment may be imposed as part of the discipline.

Section 16.3 Settlement Procedure

The language is to be modified as follows:

STEP 1: SHERIFF:

The Employee or the Union, within ten calendar days of the incident giving rise to the grievance, shall submit a written grievance to the Sheriff or his designee, on standard grievance form stating the facts of the complaint, the Section(s) of the Agreement allegedly violated, and the relief requested, dated and signed by the Employee or the Steward or Union representative. Such written grievance shall be presented personally to the Sheriff or his designee. The Sheriff or his designee shall provide a copy of the grievance to the County Board Chairperson. The Employer (including the Sheriff and County Board Chairperson) shall have ten calendar days to respond to the grievance. In the event the grievance is not resolved at Step 1, the grievance shall automatically move to the Step 2 level of the grievance procedure.

STEP 2. LABOR COMMITTEE:

If the grievance is not settled at Step 1, and the Union wishes to appeal the grievance to Step 2, it shall be referred in writing to the Labor Committee, within five (5) calendar days after the receipt of the Employer's answer in Step 1, or within five (5) days of when the Employer's response was to, whichever occurs first. The Labor Committee shall investigate the matter and shall render a written response to the grievant and the Union within 45 calendar days after the Step 2 grievance is presented, unless extended by mutual agreement. If the Labor Committee denies the grievance or does not render a written decision, the Union may refer the grievance to arbitration.

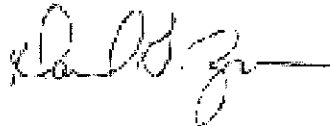
Section 16.8 Merit Commission Proceedings Employee Election

The language is to be modified as follows:

Discipline imposed by the Sheriff may be the subject of a grievance pursuant to this Article and Article 13 of this Agreement. If the Sheriff petitions the Merit Commission to discipline or discharge an employee, the employee may elect to utilize the grievance procedure pursuant to this Section. If the employee elects to utilize the grievance procedure, in lieu of proceeding before the Merit Commission, he shall deliver written notice of that election to the Sheriff and the Chairperson of the Merit Commission within five (5) calendar days (excluding Saturdays, Sundays, and Holidays) of being notified in writing of the Sheriff's petition. The filing of a grievance meets the five (5) day notice requirement. Upon election, the grievance procedure shall be implemented at Step 3. By electing to utilize the grievance procedure in lieu of proceeding before the Merit Commission, the employee and/or the Union waives any other right of recourse of any kind including the right to proceed before the Merit Commission. If the employee fails to provide notice of his election after being notified of a petition before the Merit Commission, the matter shall proceed to hearing before the Merit Commission without further recourse to the grievance procedure.

All other contract provisions remain status quo.

Dated: November 28, 2016



Daniel G. Zeiser
Arbitrator