

**BEFORE
EDWIN H. BENN
ARBITRATOR**

In the Matter of the Arbitration

between

VILLAGE OF CALUMET PARK

and

ILLINOIS FOP LABOR COUNCIL

CASE NOS.: S-MA-12-312
Arb. Ref. 13.063
(Patrol Unit Interest)
Arbitration)

ORDER

Upon presentation of the parties' arguments and evidence, it is hereby found and ordered that the terms of the parties' successor Agreement shall be as follows:

1. Non-Precedential Basis Of Order:

This Order issues on a non-precedential basis and shall not be considered as setting a *status quo* for future negotiations or interest arbitrations.

2. Duration:

Four year Agreement effective May 1, 2011 expiring April 30, 2015.

3. Wages:

Effective May 1, 2011: 2% increase;
Effective May 1, 2012: 2% increase;
Effective May 1, 2013: 3% increase;
Effective May 1, 2014: 3% increase.

4. Retroactivity Of Wages:

Wages shall be retroactive to May 1, 2011. The retroactive wage payments for 2011 shall be paid by July 1, 2013. The retroactive wage payments for 2012 shall be paid by November 1, 2013.

5. Sergeants:

The recognition provisions of the Agreement and all other provisions of the Agreement related to sergeants shall be amended to exclude sergeants (as they are now covered under a separate collective bargaining agreement).

6. Non-Discrimination:

The non-discrimination provisions of the Agreement shall be amended to require that claims of statutory discrimination shall not fall under the terms of the grievance and arbitration provisions of the Agreement, but that such claims shall be handled before appropriate administrative agencies and/or courts.

7. Clothing Allowance:

The clothing allowance shall be increased from the current \$600 per year pursuant to the following schedule:

Effective May 1, 2011: \$650;
Effective May 1, 2012: \$700;
Effective May 1, 2013: \$750;
Effective May 1, 2014: \$800.

Retroactive clothing allowance payments shall be made by July 1, 2013.

8. Bereavement Leave:

- a. Add civil union to definition of "family".
- b. The FOP's request to add aunt and uncle to the definition of "family" is rejected.
- c. In the event an employee has to travel 500 miles or more to attend a funeral for a family member specified in the bereavement leave provisions of the Agreement, upon production of proof of death (*e.g.*, obituary, fu-

neral program, etc.), the employee shall be entitled to five days bereavement leave.

9. Vacation:

If during the vacation selection period, an officer is present at work and fails to pick a vacation during the seven-day period when it is the officer's turn to make a selection, the officer shall be bypassed and placed at the bottom of the seniority list and the selection process shall continue. If 30 days passes and the officer still fails to select a vacation, the Village shall assign a vacation period for that officer.

If for reasons related to work, an officer is required to not take a vacation previously selected and scheduled, the Village shall consult with the officer to attempt to reschedule the vacation to a mutually agreeable time.

10. Life Insurance:

Effective May 1, 2013, the life insurance benefit shall be increased from \$35,000 to \$50,000.

11. Educational Reimbursement:

The Village's proposal dated April 12, 2013 is selected.

12. Court Time:

The FOP's request to increase court time is rejected.

13. GPS:

The FOP's proposal to add specific language concerning use of GPS technology is rejected.

14. Sick Leave Accumulation:

The FOP's proposal to change the sick leave accumulation provisions of the Agreement is rejected.

15. Personal Day:

Pursuant to the terms of Article XVIII, Section 12, officers shall receive one additional personal day (from five to six). The personal day will be based upon the number of hours regularly scheduled to work for the particular officer (e.g., eight or ten hour shifts).

16. Health Insurance:

Effective May 1, 2013, insurance premiums will increase 10% over the current contribution level.

Effective May 1, 2014, insurance premiums will increase an additional 10% over the then current contribution level.

Retirees' contributions will be the same as active employees and/or spouses (depending on the coverage selected).

17. Pending Insurance Grievances:

From the period of May 1, 2010 to April 30, 2011, the Village will reimburse affected employees any costs associated with change in hospital.

From the period May 1, 2011 to April 30, 2013, the Village will reimburse employees costs associated with the change to office visits and specialist office visits. Employees must submit all proof of these costs to the Village by June 15, 2013. Payments shall be made by the Village to affected employees entitled to reimbursement by August 15, 2013.

18. Complaint Review:

A complaint review panel may be established to review discipline of officers. Participation in this panel as an employee who has been disciplined or as a panelist shall be voluntary.

19. Other Tentative Agreements

Any other prior tentative agreements shall be incorporated into this Order and made a part of the Agreement.

20. Language:

This matter is now remanded to the parties to draft contract language consistent with the terms of this Order. The undersigned will retain jurisdiction to resolve disputes concerning the drafting of that language.

A handwritten signature in black ink, appearing to read "Edwin H. Benn", written over a horizontal line.

Edwin H. Benn
Arbitrator

Dated: May 6, 2013