

**BEFORE
EDWIN H. BENN
ARBITRATOR**

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Illinois State Lab Rel. Bd.
SPRINGFIELD, ILLINOIS

In the Matter of the Arbitration

between

VILLAGE OF WORTH

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION**

CASE NO.: FMCS No. 00-03819
Arb. Ref. 00.059
(Interest Arbitration)

OPINION AND AWARD

APPEARANCES:

For the Village: Burton Odelson, Esq.

For the Union: William A. Mackie, Esq.
Nicholas Belsanti, Municipal & School Division
Director

Place of Hearing: Worth, Illinois

Date of Hearing: March 20, 2000

Date of Interim Award: March 20, 2000

Date of Award: June 2, 2000

I. BACKGROUND

This is an interest arbitration.

The Union represents various maintenance employees and mechanics employed by the Village in the Public Works Department. The negotiating teams came to agreement on the terms for a new collective bargaining agreement. However, after a ratification vote, the Union membership rejected those provisions. The parties were thereafter unable to agree upon the terms for a new collective bargaining agreement. Those matters in dispute were submitted to the undersigned for determination. See Jt. Exhs. 1, 2.

II. DISCUSSION

Several factors came out at the hearing in this matter.

First, with respect to comparisons with external comparable communities, the Village's final offer moved the bargaining unit employees from the lower third of the agreed upon external comparable communities of Brookfield, Chicago Ridge, Lyons, Northlake and Crest Hill to the upper third of those communities.

Comparison to external comparable communities is an important

factor in interest arbitrations.¹ This factor therefore weighs heavily in the Village's favor.

Second, the percentage increase offered by the Village to the bargaining unit employees exceeds the percentage increases given to the Village's police officers, fire fighters and clerical employees. Internal

¹ See e.g., Elkouri and Elkouri, *How Arbitration Works* (BNA, 5th ed.), 1109 ("In the public sector, many state statutes regulating interest arbitration direct the arbitrator to consider a comparison of the wages, hours, and conditions of employment of employees involved in the arbitration proceeding with those of other employees performing similar services in comparable communities."). See also, Section 14(h)(4) of the Illinois Public Labor Relations Act ("IPLRA"), 5 ILCS 315/1 et seq., (specifying the consideration of the factor of "[c]omparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally: (A) In public employment in comparable communities."). Finally, see the undersigned's article *A Practical Approach to Selecting Comparable Communities in Interest Arbitrations under the Illinois Public Labor Relations Act*, Illinois Public Employee Relations Report (Kent School of Law, Vol. 15, Number 4 (1998) at note 4:

The parties in these proceedings often choose to give comparability the most attention. See Peter Feuille, *Compulsory Interest Arbitration Comes to Illinois*, Illinois Public Employee Relations Report, Spring 1986, at 2 ("Based on what has happened in other states, most of the parties' supporting evidence will fall under the comparability, ability to pay, and cost of living criteria ... Of these three, comparability usually is the most important.").

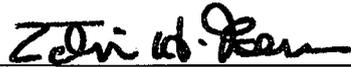
comparability is also an important factor. Here, the fact that the increases offered to the bargaining unit employees exceeded the increases given to other Village employees also weighs in the Village's favor.

Third, the Village's entire package (those items previously agreed to and offered) has also been considered.² The favorable terms of the overall wages and benefits offered by the Village also supports the Village's position.

Based on the above, and notwithstanding the Union's strong efforts to obtain more in this proceeding for the bargaining unit employees, the Village's offer shall be selected.

III. AWARD

The Village's final offer shall be selected.



Edwin H. Benn
Arbitrator

Dated: June 2, 2000

² See e.g., Section 14(h)(6) of the IPLRA (specifying consideration of "[t]he overall compensation presently received by the employees including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.").