

INTEREST ARBITRATION

BEFORE

STEVEN BRIGGS

VILLAGE OF SCHAUMBURG,)
)
Employer)
)
and)
)
METROPOLITAN POLICE)
ASSOCIATION, SCHAUMBURG)
COMMAND OFFICERS CHAPTER)
#219)
)
Union)

ARBITRATOR'S AWARD

The Village of Schaumburg ("Employer" or "Village") and the Metropolitan Police Association, Chapter #219 ("Union" or "MAP") selected the undersigned to serve as the interest arbitrator with respect to a number of unresolved economic and noneconomic issues. The parties' previous collective bargaining agreement was for a three year term from May 1, 1998 through April 30, 2001.

Prior to the commencement of the hearing on December 21, 2001, both parties requested, and the Arbitrator agreed, to serve as a mediator to see if it was possible to resolve the issues in dispute through mediation. Thereafter, the Arbitrator met separately with both parties to ascertain the issues that were holding up agreement on a new contract and to hear and consider detailed position statements and the evidence that they believed supported their positions. Based on those submissions and my consideration of the evidence presented by both parties on each of the remaining eight issues in dispute, the parties requested that I make summary findings

concerning how I would resolve each of these issues and to incorporate my findings in an award.

Accordingly, and on the foregoing basis, my finding and resultant award on each of the remaining issues is as follows:

1. **Salaries** — I accept the Village's final offer:

Effective May 1, 2001, increase salary at all steps by 3%.

Employees covered by this Agreement who are still on the active payroll as of the beginning of the next payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment which shall be based on the difference between the salary they received between May 1, 2001, and the beginning of said payroll period and the salary they would have received during the same period of time based on the salary schedule set forth in Appendix A for the 2001-2002 fiscal year, provided that any employee who retired after May 1, 2001, but before this Agreement was ratified by both parties shall also be eligible to receive retroactive pay based on the hours worked between May 1, 2001, and the date of retirement.

Effective May 1, 2002, increase salary at all steps by 3.5%. In addition, in order to address the salary spread between rank-and-file police officers and command officers as evidenced by external comparability data, effective May 1, 2002, there will be a 1% equity adjustment to the salary at all steps.

Effective May 1, 2003, increase salary at all steps by 4%

2. **Article 17 (Holidays)** — I accept the Village's final offer to revise Article 17 as follows:

Section 17.1. Holiday Schedule.

The following days shall be recognized and observed as holidays:

Major Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
½ Day Christmas Eve
Christmas Day
½ Day New Year's Eve

Non-Major Holidays

Martin Luther King's Birthday
Good Friday
President's Day
Veteran's Day

Section 17.2. Compensation for Major Holidays.

- a. Employees whose regularly scheduled work day coincides with a major holiday will be credited with twelve (12) hours of pay, in addition to the officer's regular compensation for the hours worked on a major holiday.
- b. Employees whose regularly scheduled day off coincides with a major holiday will be credited with eight (8) hours of pay.

Section 17.3. Compensation for Non-Major Holidays.

- a. Employees whose regularly scheduled work day coincides with a non-major holiday will be credited with twelve (12) hours of pay or twelve (12) hours of compensatory time, in addition to the officer's regular compensation for the hours worked on a non-major holiday.
- b. Employees whose regularly scheduled day off coincides with a non-major holiday will be credited with eight (8) hours of pay or eight (8) hours of compensatory time.

Section 17.4. Remaining Holiday Compensation Provisions.

- a. Employees whose regularly scheduled day off coincides with an established holiday and who are required to work shall be paid double time for each hour worked on an established holiday, with a guarantee of two (2) hours.
- b. If employees work overtime on a regularly scheduled work day which coincides with an established holiday, they will be paid double time for each overtime hour worked on such established holiday.

Section 17.5. Lieutenants.

Lieutenants are normally given holidays off without loss of pay. Accordingly, unless lieutenants are assigned to work on an established holiday, the provisions of Sections 17.2, 17.3, and 17.4 are not applicable to lieutenants.

3. **Specialist Positions Compensation** — I accept MAP's final offer to revise Article 22 (Specialist Positions Compensation) to read as follows:

Specialist positions are not to be construed as rank, but rather are job assignments for which a Sergeant receives compensation in addition to the salary attached to his rank. It is understood that generally, these positions are assigned on a monthly basis, by the Director of Police, who may eliminate them at his discretion.

Effective the first pay period following issuance of Arbitrator Briggs' 2002 interest arbitration award, compensation for non-patrol Sergeants and non-patrol Lieutenants shall be \$1,600.00 annually or pro rata is employed less than a year as a non-patrol sergeant or non-patrol lieutenant.

4. **Random Testing** — I accept MAP's final offer to revise the first paragraph of Article 26 (Drug and Alcohol Testing) to read as follows:

The Village may require an employee to submit to urine and/or blood tests if the Village determines there is reasonable suspicion for such testing, and provides the employee with the basis for such suspicion in writing at or about the time the test is administered. If the written basis is not provided prior to the actual test, a verbal statement of the basis will be provided prior to administering the test. In addition, effective January 1, 2002, the Village may conduct random drug and alcohol testing up to four times per calendar year. The total number of such random tests shall not exceed 25% of the total number of sworn employees in the rank of sergeant and above, plus the civilian division commanders and the Director of Police. If the Village exercises its right to conduct such random tests, the group from which employees will be selected randomly will include all employees in the rank of sergeant and above, plus the civilian division commanders and the Director of Police. The selection of employees to be randomly tested shall be provided by the outside contractor that the Village uses to randomly select the employees who are to be tested.

5. **Physical Fitness** — I accept the Village's final offer to add the following new Section 27.6:

Section 27.6. Physical Fitness. If a physical fitness program is implemented for the non-supervisory police officers represented by the Chapter during the term of this Agreement, then such physical fitness program shall be implemented on the same terms and conditions and the same effective date(s) for the employees covered by this Agreement.

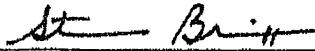
6. **Longevity Pay** — I accept the Village's final offer to add the following new paragraph to the Longevity section of the contract:

Notwithstanding the above, for the 2002-2003 and 2003-2004 fiscal years, longevity pay, if any, shall be equal to the longevity pay, if any, received by the non-supervisory police officers represented by the Chapter and such benefits, if any, shall be subject to the same terms and conditions and the same effective date(s).

7. **Article 16 (Working Out of Classification)** — I accept MAP's final offer to maintain the status quo on this issue.
8. **Sick Leave Income (Section 20.2)** — Since MAP has withdrawn its final offer on this issue, the status quo will be maintained on this issue.

In addition, at the request of both parties, I am incorporating as part of this award all of the tentative agreements ("TA's") that the parties initialed on or before December 21, 2001.

Signed by me at Barrington, Illinois this 14th day of February 2002.



Steven Briggs