

**ILLINOIS LABOR RELATIONS BOARD
INTEREST ARBITRATION**

Before
PETER R. MEYERS
Arbitrator

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL,

Case No. **S-MA-01-148**

Union

Telecommunicators

And

VILLAGE OF DOLTON, ILLINOIS

Employer

DECISION AND AWARD

Appearances on behalf of the Union

Thomas F. Sonneborn –Union Representative
Abbe Yacoben—Field Representative

Appearances on behalf of the Employer

Evangeline Levison—Attorney
Marc M. Hamilton—Assistant Attorney

This matter came to be heard before Arbitrator Peter R. Meyers on the 17th day of October 2002 at the offices of the Village of Dolton, 14014 Park Avenue, Dolton,

Illinois. Mr. Thomas F. Sonneborn presented on behalf of the Union, and Ms. Evangeline Levison presented on behalf of the Employer.

Introduction

The parties in this matter are the Village of Dolton, Illinois (hereinafter "the Employer"), and the Illinois Fraternal Order of Police Labor Council (hereinafter "the Union"). The parties entered into collective bargaining negotiations for a successor collective bargaining agreement to replace the contract scheduled to expire on April 30, 2001. The parties engaged in extensive negotiations over the new agreement, but by August 2001, they had not yet successfully resolved certain of the issues raised during negotiations. The Union then filed a Demand for Compulsory Interest Arbitration with the Illinois Labor Relations Board.

Pursuant to the Illinois Public Labor Relations Act, 5 ILCS 315/1 *et seq.*, this matter was scheduled to be heard by Neutral Arbitrator Peter R. Meyers on October 17, 2002, in Dolton, Illinois. Immediately prior to the start of the scheduled hearing, the parties asked for, and received, time to engage in additional negotiations over the remaining unresolved issues. The parties successfully reached a verbal agreement on all of these issues, and then subsequently entered into a written stipulation memorializing their resolution of the issues that had been submitted for arbitration. At the parties' request, this Decision and Award formalizes the parties' agreement.

Relevant Statutory Provisions

ILLINOIS PUBLIC LABOR RELATIONS ACT 5 ILCS 315/1 *et seq.*

Section 14(h) Where there is no agreement between the parties, or where there

is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (1) The lawful authority of the employer.
- (2) Stipulations of the parties.
- (3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (4) Comparisons 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.
 - (B) In private employment in comparable communities.
- (5) The average consumer prices for goods and services, commonly known as the cost of living.
- (6) The 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.
- (7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

Issues Submitted for Arbitration

The following issues were included in the Union's Demand for Compulsory Interest Arbitration:

1. Wage Rates;
2. Health Insurance;
3. Training Pay;
4. Sick Time;
5. Uniform Allowance; and
6. Scheduling.

Discussion and Decision

The Union represents all full-time Telecommunicators I and full-time Police Records Technicians I employed with the Village of Dolton's Police Department. The parties' written stipulations set forth the parties' full and complete agreement in resolution of all remaining issues between them in connection with their new collective bargaining agreement. The parties' written stipulation provides a detailed description of their agreement on each of the six issues that were submitted for arbitration, and it establishes the remaining terms that shall be included in their new collective bargaining agreement.

1. Wage Rates

The parties' written stipulation sets forth the following agreement on the issue of wage rates:

The following wage schedule will apply to all bargaining unit members retroactively effective on all hours paid to May 1, 2001. E.g. an employee who was being paid at the start pay step on May 1, 2001, shall have his or her salary increased to the "start" amount shown below effective May 1, 2001. Effective on his or her anniversary of completion of one year of service, he or she shall move to the "after 1 year" step set forth below. Employees move through the steps on their anniversary dates of hire. Employees who did not receive appropriate step increases during the negotiations process will receive these increases as part of their retroactive pay.

Retroactive amounts due shall be paid by separate check to the bargaining unit members on or before December 17, 2002. Future new hires will be paid at the start level and advance through the steps on their anniversary date of hire.

YEAR OF SERVICE	ANNUAL SALARY
Start	\$25,816
After 1 year	\$26,590
After 2 years	\$28,210
After 3 years	\$29,928
After 4 years	\$30,826

This Arbitrator finds that the parties' stipulated agreement on the issue of wage rates shall be adopted and incorporated into the parties' new collective bargaining agreement, and it is set forth in the Appendix hereto.

2. Health Insurance

The parties' written stipulation sets forth the following agreement on the issue of health insurance:

Employees with single coverage shall pay \$10.00 per month and employees with family coverage shall pay \$50.00 per month towards the cost of the monthly premium effective June 1, 2001.

This Arbitrator finds that the parties' stipulated agreement on the issue of health insurance shall be adopted and incorporated into the parties' new collective bargaining agreement, and it is set forth in the Appendix hereto.

3. Training Pay

The parties' written stipulation sets forth the following agreement on the issue of training pay:

Employees who train other bargaining unit members shall be compensated at the rate of one (1) hour of overtime pay for each shift in which such training is conducted.

This Arbitrator finds that the parties' stipulated agreement on the issue of training pay shall be adopted and incorporated into the parties' new collective bargaining agreement, and it is set forth in the Appendix hereto.

4. Sick Time

The parties' written stipulation sets forth the following agreement on the issue of sick time:

Employees shall accrue sick time at a rate of 1.67 days per month (20 per year), Employees shall be permitted to accrue sick leave from year-to-year, to a maximum of 90 sick leave days.

This Arbitrator finds that the parties' stipulated agreement on the issue of sick time shall be adopted and incorporated into the parties' new collective bargaining agreement, and it is set forth in the Appendix hereto.

5. Uniform Allowance

The parties' written stipulation sets forth the following agreement on the issue of uniform allowance:

There shall be no change to the current Contract language or the bargaining unit employees' uniform benefits.

This Arbitrator finds that the parties' stipulated agreement on the issue of uniform allowance shall be adopted. In accordance with this stipulated agreement, the language in the parties' prior collective bargaining agreement regarding uniform allowances shall be incorporated without change into the parties' new collective bargaining agreement.

6. Scheduling

The parties' written stipulation sets forth the following agreement on the issue of scheduling:

Effective upon issuance of the stipulated award, Employees will be assigned to one of three shifts by the Chief of Police.

(a) Once made, shift assignments shall continue unchanged for a period of three months.

(b) Shift assignments shall rotate every three months thereafter, provided that once assigned to a shift for the three-month period, an employee will not be moved or reassigned to a different shift without the payment of overtime for all hours reassigned.

(c) Upon the completion of a three-month period, the employee will move to the next shift for three months.

(d) Employees will move equally among days, afternoons, and midnights.

(e) The Employer will determine whether the shifts will rotate forward or backward (i.e. days to afternoons to nights or days to nights to afternoons), but

once such rotation has been established, it shall not be changed except by mutual agreement.

This Arbitrator finds that the parties' stipulated agreement on the issue of scheduling shall be adopted and incorporated into the parties' new collective bargaining agreement, and it is set forth in the Appendix hereto.

Stipulated Award

This Arbitrator finds that the parties' stipulated agreement on all of the issues set forth above shall be adopted and incorporated into the parties' new collective bargaining agreement, and they are set forth in the Appendix hereto.

PETER R. MEYERS
Impartial Arbitrator

Dated this 3rd day of February 2003
At Chicago, Illinois.

APPENDIX

1. Article ____, Section ____: Wage Rates

The following wage schedule will apply to all bargaining unit members retroactively effective on all hours paid to May 1, 2001. E.g. an employee who was being paid at the start pay step on May 1, 2001, shall have his or her salary increased to the "start" amount shown below effective May 1, 2001. Effective on his or her anniversary of completion of one year of service, he or she shall move to the "after 1 year" step set forth below. Employees move through the steps on their anniversary dates of hire. Employees who did not receive appropriate step increases during the negotiations process will receive these increases as part of their retroactive pay.

Retroactive amounts due shall be paid by separate check to the bargaining unit members on or before December 17, 2002. Future new hires will be paid at the start level and advance through the steps on their anniversary date of hire.

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2. Article ____, Section ____: Health Insurance

Employees with single coverage shall pay \$10.00 per month and employees with family coverage shall pay \$50.00 per month towards the cost of the monthly premium effective June 1, 2001.

3. Article ____, Section ____: Training Pay

Employees who train other bargaining unit members shall be compensated at the rate of one (1) hour of overtime pay for each shift in which such training is conducted.

4. Article ____, Section ____: Sick Time

Employees shall accrue sick time at a rate of 1.67 days per month (20 per year),

Employees shall be permitted to accrue sick leave from year-to-year, to a maximum of 90 sick leave days.

5. Article ____, Section ____: Scheduling

Effective upon issuance of the stipulated award, Employees will be assigned to one of three shifts by the Chief of Police.

(a) Once made, shift assignments shall continue unchanged for a period of three months.

(b) Shift assignments shall rotate every three months thereafter, provided that once assigned to a shift for the three-month period, an employee will not be moved or reassigned to a different shift without the payment of overtime for all hours reassigned.

(c) Upon the completion of a three-month period, the employee will move to the next shift for three months.

(d) Employees will move equally among days, afternoons, and midnights.

(e) The Employer will determine whether the shifts will rotate forward or backward (i.e. days to afternoons to nights or days to nights to afternoons), but once such rotation has been established, it shall not be changed except by mutual agreement.

