

INTEREST ARBITRATION
Before Wesley A. Jennings, Sole Arbitrator

<u>Employer:</u> Village of Norridge,)	
State of Illinois)	
Represented by:)	
Nick A. Cetwinski,)	
Attorney and Counselor at Law)	
)	
and)	<u>ILRB Case No: S-MA-02-117</u>
)	
<u>Union:</u> Metropolitan Alliance of Police,)	
Norridge Police Chapter)	
No. 249)	
Represented by:)	
Thomas P. Polacek)	
Attorney at Law)	

This cause was heard before Arbitrator, Wesley Jennings, with the parties herein represented by legal counsel as noted above and will apply to all employees in the bargaining unit defined as:

“All full-time peace officers below the rank of ~~Lieutenant~~ *Commander*,”
(See: *tentative agreements #1 below*).

The parties submitted to the arbitrator the final offer for each side at a second pre-hearing conference held April 15, 2003.

The parties, by stipulation, agreed “... to waive the ILRB requirement for a tri-partite panel of Arbitrators and agreed to proceed with a single arbitrator having the full authority and jurisdiction to issue an award to resolve the issues in dispute in negotiations and in impasse.”

Pursuant to a request by the parties while assembled but in advance of beginning the scheduled hearing on April 22, 2003 and, in part, their expressions of a comfort level with the arbitrator’s knowledge of the issues between them resulting from, sequentially, the arbitrator’s mediation activities in 2002 and two (2) pre-hearing conferences held February 25 and April 15, 2003, I hereby issue the following **STIPULATED DECISION and AWARD** that shall be the basis for settlement of all issues in dispute in this matter. The above meetings and conferences were held at:

Village Hall
Norridge, Illinois 60706

STIPULATED DECISION AND AWARD

Issues: (NOTE – The following involves the arbitrator addressing his understanding of the substance of the issues, not its form and any arbitrator generated language is written in “*italics*”. Therefore, the parties are free to modify such “*language*” to comport with their desires as to the format of the final contract document.)

Tentative Agreements

All prior tentative agreements reached during negotiations shall continue and be incorporated into the new collective bargaining agreement.

Said tentative agreements are:

1. **Art. I, Sec. 1.1 (Recognition)**: delete "lieutenants" and insert "commanders", per 3/12/02 Village position.
2. **Art. VI, Sec. 6.2 (Representation)**: delete Employer ability to file grievance, per 3/12/02 Village position.
3. **Art. VI, Sec. 6.7 (Steps)**: change "working" to "calendar" days and provide 15 days as of reason for grievance, per 3/12/02 Village / MAP positions.
4. **Art. IX, Layoff**: change "days" to "calendar days", per 3/12/02 Village position.
5. **Art X, Sec. 10.3 (Holiday Compensation)**: clarify language for working on a holiday, per 3/12/02 Village / MAP positions.
6. **Art. XVI, Sec. 16.1 (Work Rules)**: change to "calendar days", per 3/12/02 Village position.
7. **Art. VII, Sec. 7.2 (Overtime)**: have heading read "Sec. 7.2(A): Overtime Calculation", per 6/4/02 MAP position.
8. **Art. VII, Sec. 7.2 (Overtime)**: have heading read "Sec. 7.2(B): Overtime (within rank only)", per 6/4/02 MAP position.
9. **Art. VII, Sec. 7.1 (Hours of Work)**: provide for first shift hours to be "(10:30 p.m. to 6:30 p.m.)".

The parties further agreed *and this **Stipulated Decision and Award** carries forward* that the terms and conditions of the current Labor Agreement (*Expiring April 30, 2002*) shall remain "status quo" for any other issues not stated above *nor provided for in this **Stipulated Decision and Award***.

Art. VII, Sec. 7.1: Work Schedules

Award: Union Position:

(c) Shift Selection/Assignment (new):

The Employer shall grant shift assignments pursuant to seniority, within rank. However, the following factors may be considered in making shift assignments:

1. Legitimate operational concerns of management and efficiency in operations;
2. Specialty training and assignment (patrol rank officers only);
3. Training and assignment of probationary officers; and,
4. Emergency situations.

For purposes of this Section, "seniority" shall mean time of service since the affected officer's date of hire, not time of service within the specialty assignment.

Art. VII, Sec. 7.2: Overtime Distribution (*new*)

Award: *Village Position*:

The Chief of Police or his designee shall have the right to require overtime work and employees may not refuse overtime assignments.

Before assigning employees to overtime work, all overtime shall first be offered within rank only, to all full-time members of the bargaining unit within the appropriate rank on a rotating seniority basis. For example: the most senior off-duty and available employee will be offered the overtime assignment on a rotating basis first; the second most senior off-duty and available employee will be offered the overtime assignment on a rotating basis second; and so on.

In the event no off-duty and available employee voluntarily accepts the overtime work, the least senior off-duty and available employee (inverse seniority on a rotating basis) will be assigned the overtime work. Furthermore, overtime assignments shall be within rank only.

Notwithstanding the above, the Village reserves the right to assign overtime on the basis of qualifications and expertise when such is deemed necessary by the person responsible for making the overtime assignments, and is also necessary to accomplish the mission of the Department.

Art XIV, Sec. 14.1: Health Insurance Employee Contribution / Co-Pay (*new heading*)

Award: *Village Position* (**modified**):

The Employer shall provide group health/dental insurance benefits to all full-time employees, with such benefits to be provided under the same terms and conditions and in the same amounts as applicable to all Village employees. However, effective May 1, 2003 and thereafter, employees covered by the terms and conditions of this Agreement shall be responsible for the following contributions towards insurance premium costs for the term of this Agreement, through monthly payroll deductions:

Effective May 1, 2003

HMO Health Insurance	\$0
PPO Health Insurance	\$42.33/mth. -- Individual
	\$89.32/mth. -- Employee + Spouse
	\$81.06/mth. -- Employee + Children
	\$128.01/mth. -- Family
HMO Dental	\$0
PPO Dental	\$3.43/mth. -- Employee
	\$10.01/mth. -- Employee + Spouse
	\$10.01/mth. -- Employee + Children
	\$10.01/mth. -- Family

While the Employer maintains the right to change carriers and implement cost containment measures, such insurance benefits shall remain substantially the same or better. However, the parties further agree to bargain solely over the economic impact upon appropriate notice by the Employer in the event there are any insurance cost

increases experienced by the Employer. In the event the Employer does make a change and notifies the Union, then the Union shall request to impact bargain pursuant to this section within fifteen (15) calendar days of such notice.

Art. XIII, Sec.13.1: Wages

Award:

May 1, 2002 – April 30, 2003: **3%** increase to wage schedule. (**Note:** *this effective date contemplates full retroactivity*).

May 1, 2003 – April 30, 2004: **3%** increase to wage schedule. (**Note:** *this effective date contemplates full retroactivity*).

Art. XXVI: *This Labor Agreement will expire on April 30, 2004.*

Furthermore, the arbitrator shall retain jurisdiction in this matter should any issues arise in the administration and implementation of this "Stipulated Award and Decision".

May 4, 2003
Date of Award



Wesley A. Jennings
Interest Arbitrator