

**BEFORE
EDWIN H. BENN
ARBITRATOR**

In the Matter of the Arbitration

between

VILLAGE OF BURR RIDGE

and

ILLINOIS FOP LABOR COUNCIL

CASE NO.: Arb. Ref. 07.177
(Interest Arbitration)

ORDER

Upon presentation by the Village of Burr Ridge ("Village") and the Illinois FOP Labor Council ("FOP" or "Labor Council") in an interest arbitration before me, the following order is entered:

1. The new collective bargaining agreement ("Agreement") which succeeds the predecessor collective bargaining agreement ("Predecessor Agreement") shall be in effect from May 1, 2006 to April 30, 2010.

2. The wage rate increases for the Agreement (Article XIII) shall be as follows:

Effective May 1, 2006:	4.00%
Effective May 1, 2007:	4.50%
Effective May 1, 2008:	4.25%
Effective May 1, 2009:	4.25%

3. The wage increases in paragraph 2 shall be retroactive to May 1, 2006 for all paid hours for employees who are presently employed, who have retired or who have been promoted out of the bargaining unit since May 1, 2006, if any. Employees who have been discharged or who have resigned shall

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not be entitled to retroactive payments. Checks for retroactive pay shall be issued no later than 45 days of the date of this order.

4. Section 15.1 of the Agreement (Insurance Coverage) shall be revised to provide that effective May 1, 2007, the Village shall pay 90% of the premium cost of employee coverage and the employee shall pay the remaining 10% of the premium cost. Percentage premium payments for dependent coverage shall remain unchanged from the Predecessor Agreement.

5. The parties will execute a side letter of agreement concerning Article XX (Entire Agreement) which shall provide as follows:

So long as this 2006-2010 collective bargaining agreement between the Village and the Union remains in effect, in the event the Village of Burr Ridge consolidates the Village police department with the Village of Willowbrook police department, nothing in this Agreement shall be construed as a waiver of any right the Union may have to bargain with the Village over the impact or effects of such decision upon the wages, hours or terms and conditions of employment of bargaining unit employees. The Union waives any right to bargain with the Village over any decision to consolidate. This Side Letter shall not otherwise be construed as a waiver of the Union's right, if any, to challenge the legality of any such consolidation in state court.

6. Section 17.5 of the Agreement (Union Representation) shall be modified to provide that one Labor Council representative may also be present for any formal interrogation. Further, that section shall provide that a Labor Council representative may attend an informal investigatory interview, provided the presence or unavailability of such representative does not unreasonably delay such interview.

7. Section 18.10 of the Agreement (Restricted Duty) shall be modified to delete the phrase "(or the employee's physician at the Village's option)" and add the sentence, "Nothing herein shall preclude an employee from presenting an opinion from their treating physician to the Village regarding their ability to

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perform such a restricted duty assignment, provided that the Village retains the right to send the employee to the Village's physician, as described herein."

8. All other issues not addressed by this order or previously agreed to by the parties have been withdrawn. Tentative agreements reached by the parties not specifically addressed by this order shall be incorporated into this order and made part of the Agreement.

9. The parties shall prepare the changes to the Predecessor Agreement to conform with the terms of this order. The undersigned shall retain jurisdiction over any disputes concerning the preparation of the final language which modifies the Predecessor Agreement and any disputes concerning the interpretation or implementation of this award.

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

Edwin H. Benn
Arbitrator

Dated: June 21, 2007