

**BEFORE
EDWIN H. BENN
ARBITRATOR**

In the Matter of the Arbitration

between

VILLAGE OF HAZEL CREST

and

**HAZEL CREST PROFESSIONAL FIRE
FIGHTERS ASSOCIATION, LOCAL 4087,
IAFF**

CASE NO.: S-MA-07-102
Arb. Ref. 06.430
(Interest Arbitration)

ORDER

Upon presentation by the Village of Hazel Crest ("Village") and the Hazel Crest Professional Fire Fighters Association Local 4087, IAFF ("Union") in an interest arbitration before me, the following order is entered:

1. The new collective bargaining agreement ("Agreement") shall be in effect from May 1, 2006 to April 30, 2009.
2. The wage rate increases for the Agreement shall be as follows:

Effective May 1, 2006:	3.0%
Effective May 1, 2007:	3.0%
Effective May 1, 2008:	3.0%

It is understood that the 3% increases ordered in this matter shall not serve as precedent for future negotiations or interest arbitrations as the only percentage that can be negotiated or granted.

3. The wage increases in paragraph 2 shall be retroactive to May 1, 2006 for all paid hours. Checks for retroactive pay shall be issued within 60 days of the date of this order.

4. The residency provisions of Article XV of the Agreement shall be changed to provide:

All employees shall within six (6) months after completion of probationary period establish residence within the following residency zone and shall maintain their residence within said residency zone as long as they remain employees of the Village. The residency zone shall consist of the areas defined by the following boundaries:

- To the north: Roosevelt Road (North)
- To the east: the Illinois/Indiana Border
- To the south: Route 14 (as in Indiana)
- To the west: Route 47

5. The Sick Leave provisions of Section 6.2 shall be changed to add the following paragraph:

(D) Immediate family illness (defined as the employee's spouse, children, step-children, adopted children, parents, parents of spouse or step-parents living in the employee's household).

6. The longevity provisions of Appendix A of the Agreement shall provide that after 5 years, employees shall receive \$500.

7. The parties shall execute a side letter of agreement which provides that the retiree health care provisions of the Village's January 1, 2000 policy manual are covered by Section 4.2 of the Agreement. The side letter shall also provide that in the event the Village changes the existing policy concerning retiree health care insurance, the Union shall have the right to bargain with the Village over that change as set forth in Section 4.2, but that in the event impasse is reached over that issue, the Union does not have to wait until the expiration of the Agreement to invoke the impasse procedures in Section 4.2, but may do so upon reaching impasse in bargaining. The side letter shall further provide that, unless agreed otherwise, the undersigned shall serve as the inter-

est arbitrator in the event interest arbitration is invoked pursuant to Section 4.2.

8. All other issues not addressed by this order or previously agreed to by the parties have been withdrawn.

9. The parties shall prepare the changes to the predecessor collective bargaining agreement ("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.

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

Edwin H. Benn
Arbitrator

Dated: June 4, 2007