

**BEFORE  
JAMES R. COX  
INTEREST ARBITRATOR**

**VILLAGE OF RIVER FOREST**

**And**

**ILLINOIS LABOR BOARD  
CASE S-MS-07-106  
2007 LABOR AGREEMENT**

**ILLINOIS FRATERNAL ORDER  
OF POLICE LABOR COUNCIL  
LODGE 46**

**DECISION AND AWARD**

**The Hearing in this matter was conducted by the Arbitrator in the Village of River Forest September 24, 2008. Attorney Robert Long of the Littler Mendelson Firm represented the Village. The Illinois Fraternal Order of Police case was presented by Attorney Gary Bailey. Post-Hearing Briefs were filed in late November 2008.**

**The Parties have had a Collective Bargaining Relationship longer than 20 years. This is their first Interest Arbitration. Their previous four year Contract expired April 30, 2007. There is mutual agreement that the new Contract will have a three year term and an April 30, 2010 expiration date.**

**River Forest and FOP Lodge 46 have stipulated that: (1) procedural requirements for convening this Arbitration Hearing have been met; (2) this Arbitrator has jurisdiction and authority to rule on those mandatory subjects of bargaining placed before him as authorized by the Illinois Public Labor Relations Act; (3) the Arbitrator's determination will be final and binding and (4) the Arbitrator may make any economic adjustments retroactive<sup>1</sup>. The findings set forth below are based upon applicable factors set forth in Section 14(h) of the Illinois Public Labor Relations Act**

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<sup>1</sup> **The Parties have specifically agreed to make certain compensation adjustments retroactive in connection with their tentative agreement on the language of Section 14.1. There is no**

## **THE ISSUES**

**Nine economic issues have been placed before the Arbitrator. Those issues are; Wages, (Appendix C); Vacation Schedule (Section 11.1); Longevity (New Section); Use of Sick Time (Section 12.2); Sick Leave Utilization (Section 12.7); Donning/Doffing (New Section); Specialist Pay for Detective Sergeants (Section 14.4); Specialist Pay for Relief Sergeants (Section 14.4); and Retiree Health Savings Plan (Section 16.9).**

### **Agreed Upon Contract Changes**

**In the course of what were clearly comprehensive negotiations, the Parties reached Tentative Agreements on a number of provisions. Such agreements are dated March 20, 2008, April 5, 2007, April 16, 2008, May 1, 2007, March 6, 2008, and June 20, 2007.**

**There are two areas where, based on changed circumstances, the FOP is seeking to change a Tentative Agreement - the Specialty Pay Provisions and the Retiree Insurance Savings Plan. The Parties have stipulated that the Arbitrator has authority to rule on the FOP's proposal to adjust or modify these issues which are addressed below.**

## **COMPARABLES**

### **EXTERNAL COMPARABLES**

**The Village proposes that seven communities are comparable: Clarendon Hills, Harwood Heights, La Grange, Palos Heights, Prospect Heights, Westchester and Western Springs. LaGrange is the only municipally selected as a comparable by both parties. The Union identifies four communities as comparable to River Forest - Barrington, Burr Ridge, La Grange and Oak Park<sup>2</sup>. I have examined relevant characteristics of each of these ten proposed municipalities and determined eight to be comparable.**

#### **Department Size**

**River Forest has 28 Officers in this Bargaining Unit. There are 22 Patrol Officers, five Sergeants and a single Lieutenant on the seniority list. Among proposed**

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**intention to pre-determine whether any adjustments should be made retroactive to May 1, 2007 other than those specified in Section 14.1**

**<sup>2</sup> Median Home values range from \$386,600 in River Forest to \$230,300 in Oak Park and EAVs from 1481,423,300 in Oak Park to \$491,723,633 in River Forest and \$455,829,010 in LaGrange.**

comparables, only River Forest and Westchester have amalgamated Police Bargaining Units combining Patrol Officers and Command Officers. Westchester has eight Sergeants and three Lieutenants.

Comparing the number of Patrol Officers, we find Westchester with 23, Harwood Heights with 22, La Grange and Palos Heights each have 19, Prospect Heights 17, Western Springs with 14 and Clarendon Hills is staffed with 10 Patrol Officers. Oak Park has 125 Patrol Officers, Burr Ridge 27 and there are 29 in the La Grange Police Department.

**Distance, Population and Crime Rates**

Geographically all comparables<sup>3</sup> are located within a fifteen mile radius. Village proposed comparables have a population delineation of + or - 50% of that of River Forest which has 11,635 residents. Clarendon Hills and Harwood Heights have the smallest populations, 8,570 and 8,079 while La Grange, Westchester, and Prospect Heights are larger - 15,304, 15,835 and 16,141 respectively. There are 15,835 residents in Western Springs and 12,489 in Palos Heights. Populations of the four communities suggested by the Union as comparable range from Oak Park's 52,524 to Barrington's 10,168. Burr Ridge has 10,408 inhabitants. Skewed by the Oak Park figure, the average number of residents in the communities within the Union comparable group is 22,176 compared with an average of 12,720 in the seven Village Comparables. There is more integration of services and interrelationships of residents between Oak Park and River Forest than in other suggested comparables. Crime rates presented by the FOP show a different aspect of affinity. The crime rate per 100,000 in Oak Park is 3,983.7 compared to River Forest's 3,472, remarkably close. Burr Ridge and LaGrange crime rates are significantly lower - 1,951 and 1,554. Such statistics are an indication of policing activity.

**Equalized Assessed Valuation and Sales Tax - revenue streams.**

2007 EAV data with its relationship to Village revenues is of special significance to this Arbitrator. River Forest proposed comparables have a per capita EAV with a threshold of + or - 50% of that of River Forest. Each of these Village comparables has both 2007 per capita EAV revenues and sales tax revenues within + or - of 50% of the Village's.

River Forest itself shows a fiscal year 2007 General Fund EAV of \$491,723,633, a Per Capita 2007 EAV of \$44,319, Fiscal Year 2007 General Fund Sales Tax revenue of \$785,643 and a Per capita 2007 Sales Tax of \$70.81. Next Door Oak Park has the highest EAV of any Comparable at 1,481,423,309 trailed by Burr Ridge 1,087,317,920, then Barrington 5,570,858,639. The Per Capita Oak Park EAV is \$29,709, about 30%

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<sup>3</sup> Prospect Heights is at the outward limit of the 15 mile limit and Oak Park is immediately adjacent. Barrington, 28 miles away, was excluded.

less than in River Forest. The La Grange 455,829,010 EAV is relatively close to that of River Forest.

**Examining 2007 General Funds EAVs we find Western Springs and Westchester 19% and 12% higher than River Forest but Prospect Heights and Harwood Heights 10% and 50% below River Forest. Ranking the 2007 per capita EAVs, Clarendon Hills is 26% above River Forest while Westchester, Harwood Heights, La Grange and Prospect Heights are shown to be 22%, 31% 33% and 38% below River Forest, Prospect Heights and Palos Heights are 44% and 50% above River Forest with respect to the General Fund Sales Tax while Harwood Heights and Clarendon Hills are 11% and 18% below River Forest. Looking from the 2007 per capita Sales Tax perspective, we find Harwood Heights and Palos Heights ranked toward the top of Village Comparable Group and Western Springs and Westchester at the bottom, 10% and 13% below River Forest.**

**From a Per Capita income perspective, River Forest at \$46,123 ranks closest to Oak Park's \$36,340 and La Grange's \$34,887. Burr Ridge residents have a Per Capita Income of \$58,518.**

**Having considered comparability factors for all communities proposed by the parties, I find that the scope of the Union group to be too narrow and that it should be broadened by combining three of those communities - Oak Park, Burr Ridge and LaGrange - with Clarendon Hills, Westchester, Prospect Heights, Western Springs and Palos Heights. Barrington<sup>4</sup> and Harwood Heights<sup>5</sup> should be excluded from what I find to be the appropriate comparability Group.**

#### **Internal Comparables**

**There are three Internal Comparables - the Firefighters, the Fire Lieutenant Unit and the Public Works Unit represented by Operating Engineers Local 150. <sup>6</sup> The relevance of those Units is apparent.**

**River Forest argues that the percentages of wage increases in their Police Unit and in those of the other represented units as well as for unrepresented employees have been remarkably similar. As the Village points out, across the board percentage increases among the Public Safety Units have been almost identical each year since fiscal 1998. The last FOP contract had a 3.5% first year increase, followed by three years of 4.25% increases.**

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<sup>4</sup> Principally because it is well outside the River Forest Labor Market.

<sup>5</sup> Harwood Heights is excluded in view of its relatively low EAV from both per capita and general fund perspectives considered together with its small population and relatively low General Fund sales tax.

<sup>6</sup> The IAFF represents blue shirt Firefighters. There is a separate Bargaining Unit for Fire Lieutenants.

**The Village settled for 3.5% across the board with the Firefighters in June 2007, the same settlement reached with the Operating Engineers and their Streets and Public Works members. It was a three year agreement.**

**During the previous round of negotiations, although both Public Safety Units had negotiated 4¼% increases, the Operating Engineers settled for less in their Streets Unit. Back in 1997-1998, the Police Unit had a 3.35% general wage increase with a bump for top step Patrolmen increasing the raise to 3.5%.**

**In fiscal 2001-2002, the differential for Sergeants was increased from 10.15% to 12% and then from 12½% to 15% in 2002-2003. These differential increases have significance when considering the Detective Sergeant Pay dispute addressed below.**

**There is no question but that the Year End General Fund balance has been declining and is projected to further decrease going into the next few fiscal years. A major reason for the increase in the Department's expenses is particularly attributable to pension contribution obligations. Such Contributions per year in this Police Department has grown from \$12,000 in fiscal 2001 to \$24,000 presently.<sup>7</sup> The Village points out that a 3½% wage increase means 3½% plus 42% in order to meet obligations associated with funding higher levels of pension benefits resulting from the higher salaries.**

## **ECONOMIC ISSUES**

### **WAGES**

**There is no question that River Forest Patrol Officer's starting salaries do not match up with most communities in the comparable group. Even after the higher Union proposed salary increase, as of May 1, 2007 they would rank below five of the eight comparables. However, because of salary schedule step acceleration, Patrol Officers rapidly catch up with their counterparts as they attain higher years of service. The salary schedule allows them to reach top salary sooner than other Patrol Officers in the comparability group.<sup>8</sup> As far as the record shows, Officers in this department have historically been among the best paid.**

**As of May 1, 2007, Burr Ridge Officers and Officers in Oak Park topped out after ten years and La Grange Officers after seven years. Patrol Officers in River**

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<sup>7</sup> Expenses for Fire Service pensions have not increased as significantly.

<sup>8</sup> Neither proposal seeks to restructure the salary schedule. The Village of River Forest has a six-step Salary Schedule; currently providing salaries at less than 1.5 years, (\$46,783) 1.5 years to 2.5 years, (\$50,595) 2.5 years to 3.5 years, (\$54,719) 3.5 years to 4.5 years, (\$59,179) 4.5 years to 5.5 years (\$64,003) and, after 5.5 years when top is reached, (\$69,220). The current annual salary for Officers is \$79,604 for Sergeants and \$88,041 for Lieutenants.

**Forest reach top salary after 5.5 years and, as of that date, would be at \$71,643 under the Employer proposal and at \$71,989 as proposed by the Union.**

**The Union seeks 4% across the board increases each year of this new Contract with increases effective May 1, 2007, May 1, 2008 and May 1, 2009. The Village final offer is to provide raises of 3.5% across the board effective on those same dates. The wage schedule is set forth in Appendix C. Proposed Salaries under the Village 3.5% annual increase (Column A) and the Union's proposal of 4% (Column B) would be as follows.**

Effective May 1, 2007		Effective May 1, 2008		Effective May 1, 2009	
A	B	A	B	A	B
\$48,420	\$48,654	\$50,115	\$50,600	\$51,869	\$52,625
\$52,366	\$52,619	\$54,199	\$54,724	\$56,096	\$56,912
\$56,634	\$56,908	\$58,616	\$59,184	\$60,668	\$61,551
\$61,250	\$61,546	\$63,394	\$64,008	\$65,613	\$66,568
\$66,243	\$66,563	\$68,562	\$69,226	\$70,962	\$71,995
\$71,643	\$71,989	\$74,151	\$74,868	\$76,745	\$77,863

**Top rate proposal differences for that year are \$346, \$718.00 and \$1117.00**

**Sergeant and Lieutenant Salaries would become:**

**Sergeants**

Effective May 1, 2007		Effective May 1, 2008		Effective May 1, 2009	
A	B	A	B	A	B
\$82,390	\$82,788	\$85,274	\$86,100	\$88,259	\$89,544

**Lieutenants**

Effective May 1, 2007		Effective May 1, 2008		Effective May 1, 2009	
A	B	A	B	A	B
\$91,122	\$91,615	\$94,311	\$95,279	\$97,612	\$99,090

**The annual differences between the party's final offers for Sergeants are \$398.00, 826.00 and \$1286.00 and for the Lieutenant, \$493, \$967 and \$1477. The level of pay for Sergeants and Lieutenants is not based upon years of service, as is that for Patrol Officers, but upon rank. The evidence shows that Sergeants and Lieutenants earn top pay among comparable ranks.**

**Using the wage proposals effective May 1, 2007 and for that first year only, we computed variances from the mean averages at each of the benchmarks referenced by the Village. This analysis supports the perspective**

of a top paid Department. Both Final Positions would maintain this position. Whether it is pension costs or other cost factors cited by the Village in their presentation, both parties have wage proposals which would cut back the rate of salary growth from the 4.25% increases of the previous three years. Union fringe benefit proposals opposed by the Village would increase labor costs.

We found that the mean average salary of the 8 comparables at each such benchmark to be \$48,252.5 (starting), \$66,278 (at 5.5 years service), \$70,128.5 (10 years), 70,189.38 (15 years), 70,189.38 (20 years) and \$70,189.38 (25 years).

	Start	5.5 years	10 years	15 years	20 years	25 years
Burr Ridge	49590	63537	71904	71904	71904	71904
Clarendon Hills	51142	61687	69055	69055	69055	69055
La Grange	50060	67333	71500	71500	71500	71500
Oak Park	51717	72958	72958	72958	72958	72958
Palos Hills	41725	66872	71594	71594	71594	71594
Prospect Heights	49109	66929	71697	71697	71697	71697
Westchester	46000	65173	66584	67071	67071	67071
Western Springs <sup>9</sup>	46677	65736	65736	65736	65736	65736
Employer 3.5%	48420	71643	71643	71643	71643	71643
Union 4.0%	48654	71989	72349	72709	72889	73069
<b>MEDIAN</b>	<b>49349.</b>	<b>66304</b>	<b>71547</b>	<b>71547</b>	<b>71547</b>	<b>71547</b>
<b>MEAN</b>	<b>48252.</b>	<b>66278</b>	<b>70128</b>	<b>70189</b>	<b>70189</b>	<b>70189</b>

The proposed percentage increases above these respective averages at each benchmark are (Village proposal and then FOP); at starting, .347% and .832%; 8.094% and 8.616%; 2.159% and 3.166%; 2.071% and 3.589%; 2.071% and 3.846%; and 2.071% and 4.102%. The difference between the Union and Employer final positions for 2007 is relatively small, less than a percent at the first two benchmarks and only greater than 2% at the 25th year of service. As we shall see, these figures support the Village position opposing the union proposed longevity increase.

When we look at the external comparables we find that, as of May 2007, a River Forest Patrol Officer's starting wages would trail 5 of the 8 comparables even if the Union higher salary proposal were adopted. For reasons discussed, at 5.5 years of service, under either proposal, Patrol Officers would be behind only Oak Park. However, from a relative position,

<sup>9</sup> Including Western Springs wages without the anticipated negotiated increase

**Officers lose ground thereafter. As of May 2007, under the Employer Wage Proposal, Patrol Officers with 10 years' service earning \$71,643 would rank 4<sup>th</sup> among the eight comparables and only \$49 ahead of their Palos Hills counterpart and \$143 ahead of a Patrol Officer with similar service in La Grange. Village comparability factors do not justify what would be essentially a 6<sup>th</sup> place rank ahead of Clarendon Hill, Westchester and Western Springs. Western Springs current rates are unavailable and do not reflect any 2007 increase. Were the Union proposed salary increase adopted, the relative salary position of River Forest Patrol Officers would not substantially decrease during the Contract's second and third years. This assumes yet unreported subsequent year salary increases in comparable communities would be similar to those in this Unit.**

**The Union's proposed 4.00 % increase more closely approaches recent salary settlement increases in the external comparables than the Employer's 3.5% proposal. The Country's economic condition and the anticipated effect on Village Revenue do warrant a more conservative series of salary increases than the past three years of 4.25% raises. However, I note that for the second year period of this Contract higher percentage increases have been bargained in Burr Ridge, Oak Park and Prospect Heights, municipalities with salary rates already higher than the River Forest proposal would bring after 10 years of service. Prospect Heights currently is just a few dollars of where the Village would be if their proposal were adopted.**

**Reported salary increases commencing FY 2007 among the seven reporting comparables show:**

<b>Burr Ridge</b>	<b>4.50%</b>	<b>4.25%</b>	<b>4.25%</b>
<b>Oak Park</b>	<b>4.25%</b>	<b>4.50%</b>	
<b>Clarendon Hills</b>	<b>3.50%</b>	<b>3.75%</b>	<b>3.75%</b>
<b>La Grange<sup>10</sup></b>	<b>6.00%</b>	<b>3.50%</b>	<b>3.50%</b>
<b>Palos Hills</b>	<b>3.75%</b>	<b>3.25%</b>	<b>3.25%</b>
<b>Prospect Heights</b>	<b>4.00%</b>	<b>4.25%</b>	
<b>Westchester</b>	<b>4.00%</b>	<b>5.00%</b>	<b>4.00%</b>

**The average increase in seven of the eight comparable units computes to 4.285714%. Because of the skewing effect of the LaGrange first year settlement, there is a 4% median that year. The second year average increase among the seven comparables is still above 4% - 4.07%. As stated, there is yet no reported settlement in Western Springs. Without data from Oak Park, Prospect Heights or Western Springs, there is no value in computing an average for the third year of this Contract.**

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<sup>10</sup> The evidence is unclear with respect to the 2006 increase in LaGrange and whether there was any catch up.

In making my determination here I am mindful of the River Forest benefit package. From a total compensation perspective, they compare very favorably with their counterparts in other municipalities.<sup>11</sup> That level of benefits had been in effect during the previous contract.

#### **DETERMINATION**

After having carefully considered all these factors as well as 2007 and 2008 Cost of Living increases which have been in the vicinity of 4%, I adopt the Union's final position on wages as the most reasonable.

#### **LONGEVITY**

The Union proposes that a longevity benefit be added to the salary package. They seek that the following language be incorporated into Article 14, Wages.

##### **Section 14.7 Longevity**

In addition to wages earned under Section 14.1 of this Agreement, all Employees will receive a lump sum payment as Longevity Pay on or before January 15<sup>th</sup> of every year based upon a percentage of their salary as follows;

<b>10 - 14 years of service</b>	<b>.50% of base salary</b>
<b>15 - 19 years of service</b>	<b>1% of base salary</b>
<b>20 - 24 years of service</b>	<b>1.25% of base salary</b>
<b>25 years of service or more</b>	<b>1.50% of base salary</b>

The sought annual January longevity percentage lump sum would be based upon a Patrol Officer's Top Pay and the Salaries of Sergeants and Lieutenants. As seen above, under the present salary schedule, Patrol Officers reach top pay at 5.5 years. The Longevity proposal would provide structured, set lump sum longevity payments thereafter at ten, fifteen, twenty and twenty-five years. The benefit would be based upon base salary.

According to the Village, costs including Medicare and Pension expense increases over the life of the Agreement will become increasingly more substantial over time because of the relatively large number of shorter service Officers in the River Forest Department. The Employer estimates that \$40,000 would be the fully loaded cost of the Union's longevity proposal over the three year term of this Agreement.

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<sup>11</sup> Prior negotiation of Educational Incentive Pay, Specialty Pay and Longevity Pay have introduced major favorable components into this Unit's earnings package. There is no change in any of those benefits provided by this Award.

**The FOP recognizes that this is a breakthrough proposal. It is not a modification of an existing benefit but an entirely new benefit. The Parties are aware that most Arbitrators take a conservative approach in breakthrough determinations, favoring the status quo unless altered by bargaining and normally requiring that there be some type of quid pro quo for the new benefit. A clear cut need for change should be shown.**

**Here the Union argues that initially there would be limited cost significance and that granting the proposed new benefit would affect 5 Bargaining Unit Officers the first year of the Contract<sup>12</sup> and only one other Officer would become eligible for this compensation during the remainder of the Contract term. While there admittedly would not be the quid pro quo typically a necessary condition for obtaining such a significant change in the benefit structure, the FOP argues that their proposal, not only addresses a proven need, but does not create an undue hardship.**

**In stressing the reasonableness of that proposal, the FOP calls the Arbitrator's attention to Salary Schedules of Officers in comparable jurisdictions explaining that, since River Forest Officer salaries are lower than those of their counterparts during initial years of service, the sought longevity benefit boost during later years of service would make up for that deficiency. It would provide "*an incentive for those officers who received less than market value salaries in the early part of their careers to remain with the Village in service to the community as a way to make up this deficit*".<sup>13</sup> Moreover, the Union maintains, if the Employer's proposed 3.5% increase were to be granted, a longevity benefit would have special significance since it would ameliorate the effect of what, from their viewpoint, Officers would be losing for failure to obtain the 4% wage increase proposed by the Union. This argument does not recognize the relatively higher salary rates Officers with longer service enjoy compared with those in other municipalities as stressed during the discussion on wage increases.**

**In response, in addition to costs, the Employer suggests that (1) there is a trend of phasing out Longevity Pay benefits among those comparables who do have it and that (2) Longevity benefits where they are presently in effect in other Villages are more limited than proposed by the Union.**

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<sup>12</sup> Two Officers in the 10 to 14 bracket would each receive \$358.22, an officer with 20 to 24 year of service would have a longevity bonus of \$716.43 and the two Officers with between 20 and 24 years service would each have an annual benefit of \$896.54.

<sup>13</sup> There is no evidence of any turnover problem after 10 years if service.

Longevity is not provided at all in La Grange, Palos Heights<sup>14</sup>, Westchester or Western Springs. Burr Ridge does not have a Longevity Benefit but only a onetime \$5000.00 "retirement bonus" presently equivalent to 6.95% of top pay. Officers in Prospect Heights do not receive any Longevity Pay and Clarendon Hills provides longevity for Patrol Officers but not for Sergeants. Longevity increases for Officers in the Oak Park Department are meaningful - \$1,140 at ten years, \$1,380 at fifteen years and \$1,680 at twenty years. However, in that Village, eligibility is restricted. Officers hired after July 11, 1997 are not eligible for that benefit. In the eight municipalities found comparable, three Police Departments currently provide Patrol Officers with traditional longevity pay and, in one, Oak Park, that benefit is being phased out. There is no longevity pay benefit at all in any Internal Comparable Labor Agreement. We do not know the relative pay in those Units to their comparables.

#### DETERMINATION

There is insufficient support from the comparables to warrant adoption of a longevity benefit. There is insufficient evidence of any compelling need and there has not been any quid pro quo proposed during collective bargaining. The salary at for longer service Officers compares very favorably with their counterparts in the Comparables.

#### DONNING AND DOFFING

River Forest requires Officers to wear certain specialized safety related equipment during their tour of duty. The Union proposes that these Officers be compensated with 15 minutes paid time at the overtime rate for what the parties call "donning and doffing" protective equipment and safety gear each work day. The proposed compensation would not be for putting on and taking off their uniforms.

The FOP asserts that Justice Roberts, in the IBP v Alvarez case<sup>15</sup>, found donning and doffing time to be time worked under the FLSA. They stress the reasonableness of paying Officers for the time taken to check and put on weapons and special equipment. They propose a new Section 14.8:

#### Section 14.8 Donning and Doffing Time

***The Village requires Officers to wear essential pieces of specialized clothing and equipment relating specifically to their safety during their***

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<sup>14</sup> The Palos Heights Contract has a retirement related one time increase which, if triggered by an Officers declaration that he will retire within the next 30 days, will increase his salary for that 30 day period bringing about a positive effect upon his pension benefit. It is not the typical Longevity Pay. Barrington, a proposed comparable, does have a one-time 6 % salary increase which payable for only one pay period

<sup>15</sup> IBP Inc. v. Alvarez, 546 U.S. 21, 126 S. Ct. 514 (2005)

**tour of duty as a requirement of their employment. All Officers will be compensated for 15 minutes "Donning and Doffing" time for each day of work at the overtime rate as outlined in Article VI of this Agreement.**

Officers must and do check their equipment prior to their shift in order to ensure that it will be available and will properly function when needed. The FOP points to checks of weapon and equipment such as ammunition, extra clips, the holster, flashlights, handcuffs and their case, the radio<sup>16</sup>, batons, holders, pepper spray, gloves, the duty belt, vest and miscellaneous weapons. They assert that such activities in another jurisdiction had been recently time studied and found to take an average 20 minutes each day. They state that donning and doffing time in this Unit would be at least seven and normally no longer than twenty two minutes each day.

The Union relates their final offer on this issue to the existing overtime provisions of Section 6.4 which address holdover pay *"for each overtime hour worked beyond his regularly scheduled workday with such received in fifteen minute segments, utilizing FLSA rounding Rules..."*

The Village disputes the application of the Alvarez case to River Forest procedures indicating that Officers in their Department have an option to don and doff their uniforms and gear at home and that, in such circumstances, donning and doffing time would not be compensable under the FLSA. They add that, not only is there no support for such a new benefit in any of the Comparables, Internal or External, but it is clearly a classic breakthrough issue without any quid pro quo having been proposed.

The Village rejects the Union proposal. They would maintain the status quo. They cost out the sought benefit at \$265,067.00<sup>17</sup> over the three-year Contract term even excluding Medicare and Pension expense increases. The Village calculates that, required payment of the proposed compensation would constitute an effective 4.7% increase in wage rates, a larger increase than either party's final wage increase proposal.

#### DETERMINATION

The Village final proposal on this issue is the most reasonable.

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<sup>16</sup> They verify the operational capacity of the radio's operation and power level.

<sup>17</sup> The Villages estimates that there would be an additional 65 hours of pay at overtime rates per year

## **RETIREE HEALTH SAVINGS PLAN**

**This Program was a part of the existing Collective Bargaining Agreement. At that time the Parties selected both a Plan and an Administrator. The Plan was initiated.**

**Section 16.9 read:**

***The Village will initiate a Retiree Health Savings Plan through the Vantage Care Plan offered by the ICMA Retirement Corporation.***

***Participation and respective costs will be determined once an introductory meeting with a representative of the ICMA Retirement Corporation is established. The Village agrees to implement the Plan within six months of agreement to the terms and conditions of the Plan by the Employees.***

**The Parties reached an Tentative Agreement dated April 5, 2007 which changed existing Section 16.9 language but provided that ICMA would continue as the Administrator. Neither the language nor the testimony indicates that there had been any agreement on any specific Plan. There had been mutual understanding reached on a Plan "such as" the one then currently provided through the Vantagecare Plan or a successor Plan as determined by ICMA so long as that plan were offered by the ICMA Retirement Corporation. The Tentative Agreement read:**

**Section 16.9**

***The Village agrees to maintain a Retiree Health Savings Plan such as that currently provided through the Vantagecare Plan (or successor plan as determined by (ICMA) in the form offered by ICMA Retirement Corporation so long as such plan is offered by the ICMA Corporation.***

**During Negotiations the ICMA Retiree Health Savings Plan (RHSP) reportedly was being reviewed by the IRS and ICMA had been informed that a change in that Program would be required in order to maintain IRS approval. The negotiators did know of the IRS review when they entered into the Tentative Agreement. There is no evidence that they knew that the employee contribution structure would be changed.**

**After their Tentative Agreement had been signed, the ICMA Retirement Corporation adopted a new Program which has now been IRS approved. As a consequence of that approval, presently everyone within the Bargaining Unit, if they elect to participate, must make the same contribution. Employee contributions are required to be uniform. This was a change in circumstances on an critical provision**

**of the Program. The previous ICMA Program had allowed each Employees to individually decide how much to contribute<sup>18</sup>.**

**This required change in contribution amounts had, the FOP asserts, arisen subsequent to the Tentative Agreement. I find that, notwithstanding, the March 22, 2007 Ground Rules on Tentative Agreements, there is a basis for modifying the Agreement on the Health Savings Plan Issue because of an unforeseen change in a significant provision of the Program. The Parties have submitted their respective final positions on this issue. They are properly before me.**

**The Union proposes that Section 16.9 should read:**

**Article XVI Insurance**

**Section 16.9 Retiree Health Savings Plan**

***The Village agrees to institute a Retiree Health Savings Plan as soon as practicable. Terms and conditions of the Plan shall include an annual payment by the Village into each Employee's account, the amount equivalent to one (1) Sick Day.***

**The Employer reasserts the Tentative Agreement identified above. They would adopt the successor Plan and retain ICMA as the Administrator. The benefit would continue to be provided Retirees. The Tentative Agreement had made it clear that the Plan would be an ICMA *"plan as determined by (ICMA) in the form offered by ICMA Retirement Corporation so long as such plan is offered by the ICMA Corporation."***

**The Union explains that their proposal would provide Retiree Health Savings but through a different Administrator. They are understandably unhappy that this ICMA offered a Plan for which they had not obtained IRS approval. However, recognizing the continuing delay in implementing the RHSP, they seek to *"seed the plan with a sick day in order to make up for investment opportunities lost because of the delay in starting the Plan"*.**

**DETERMINATION**

**This issue is economic and the Arbitrator is required to select one of the final offers. The Union's proposal that the parties review *"the commencement of a Retiree Health Saving Plan without having to limit the administrator to one company"* is not unreasonable in these circumstances. However, while I fully understand the impact of uniform contributions on the membership and the Union's rationale for changing Administrators, I cannot find any basis in prior language or practice for requiring the Village to make any**

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<sup>18</sup> Whether there were parameters was not shown.

contributions funding the Plan and none was proposed during negotiations as far as the evidence shows. The language of the Union's final Offer does more than provide an opportunity to change ICMA as manager of the RHSP. For that reason, I adopt the Village's final position<sup>19</sup>.

### **SPECIALIST PAY ISSUES**

**There were two Economic Issues involving Specialty Pay – Whether there should be Specialist Pay for the positions of Relief Sergeant and Detective Sergeant? I deal with them Separately.**

**The Agreement currently addresses Specialty Pay in Section 14.4:**

*Specialist positions are not to be counted as a rank; rather they are simply job assignments for which the Employee receives compensation in addition to the salary attached to his rank. Specialist positions are assigned on a monthly basis by the Chief of Police who may eliminate them at his discretion.*

*For the term of this Agreement, compensation for Specialists positions should be as follows:*

- A. Field Training Officer (four positions - \$125.00 per month.)*
- B. Vehicle Officer In-Charge (\$125.00 per month)*
- C. Detective (\$125.00 per month)*
- D. Training Officer (\$125.00 per month)*

**During negotiations the parties agreed that Senior Sergeant Supervisor (2) (\$125.00 per month)<sup>20</sup> is a new position(2) that would be identified as 14.4 E and added to the four specialty categories listed above. There were also language changes in Section 14.4**

**The Tentative Agreement signed off March 6, 2008 provided that the second sentence in the first paragraph of 14.4 would be revised to read:**

*Specialist positions are assigned on a monthly basis by the Chief of Police who may select Bargaining Unit personnel to fill such positions at his discretion, provided, however, that with regard to the selection*

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<sup>20</sup> Senior Sergeant Supervisors (2) positions until incumbent Lieutenant is no longer employed by the Police Department at which time it would increase to three positions.

***of the Senior Sergeant Supervisor, the Parties acknowledged the right of the Chief to assign Sergeants as he deems appropriate, but it is agreed that, once those assignments have been made relative to Sergeants on a given shift, the most senior of the two Sergeants (measured by time in rank as Sergeant) will be designated the Senior Sergeant Supervisor Specialist position. On a shift where there is a Lieutenant and Sergeants, the Lieutenant will function as the Senior Supervisor and such Lieutenant will not be entitled to the Senior Sergeant Supervisor Specialist pay.***

It was after reaching the Tentative Agreement which delineated the aforementioned rights for the Chief with respect to appointing and assigning work, the Village indicated they were considering establishing one Detective Sergeant position and one Relief Sergeant position. When the FOP became aware of such potential staffing, they sought Specialty Pay for those positions.

#### **SPECIALIST PAY FOR THE DETECTIVE SERGEANT POSITION.**

The Village had received a suggestion to consider a Detective Bureau - having a few Patrol Officers regularly assigned as Detectives. The Village stated that they would probably put a Sergeant in charge of the Detective Bureau and the Union urged that that person be paid a Detective Sergeant stipend. They urge that such a contingency be covered in the Contract should the Chief institute a Detective Sergeant position. The FOP proposes that there be a further addition to Section 14.4 which would provide Specialist Pay for Detective Sergeants at the same monthly rate set for other Specialty Positions.

The position of Detective Sergeant was created by the Chief of Police sometime after the parties had agreed to add the position of Senior Sergeant Supervisor. It was toward the end of negotiations. It is understood that it is the Village who determines whether a Detective Sergeant should be assigned to the Detective Bureau.

River Forest would maintain the status quo maintaining that Sergeants have a pay differential above those whom they supervise based upon their rank. The Detective Sergeant would be supervising a smaller group than those Sergeants who supervise an entire shift of Patrol Officers. The Village acknowledges that, a Sergeant actually functioning as a Detective would be entitled to the Specialty Pay provided for Detectives. They would be problems in application of such an approach since there may not be a clear delineation of when the Sergeant would be doing Detective work distinguished for Sergeant duties and, if such work was short term, than a month, how much Specialty Pay should he receive?

It is estimated that a third of the Officers in this Bargaining Unit currently receive some form of Specialty Pay at \$1500 a year. When added into the salary base rate, the impact is not insignificant. The rate of Specialty Pay in this Unit is the

highest available in any of any comparable, especially considering that it is added into base rates. There is only one comparable Department where there is higher pay for a Specialty.

**Specialty Pay for Sergeants is uncommon. The Village argues that higher pay for Sergeants is based upon responsibilities and reflected in the rank differential. I note that during two prior Contract Negotiations there had been special upward inequity adjustments in pay for that rank.**

The Village adds that an integral part of a Sergeant's responsibility is supervision and supervising Detectives would be no different than directing Patrol Officers. They maintain that supervising two or three Detectives may not be as difficult as to overseeing a shift of Patrol Officers on the street with all the variability. It appears to the Arbitrator that there may be more joint planning and involvement in the investigative work assignments of a Detective.

#### **DETERMINATION**

It may develop that that a Detective Sergeant would not only be supervising his shift but functioning himself as a Detective, running his own cases and making court appearances as well as supervising the functions of the proposed Detective Bureau. In that case, the Supervising Sergeant would not be supervising others but would have his own caseload. He would be entitled only to only one Detective Stipends for that function. However at this point, a Detective Sergeant's work as a Detective is still undefined. As far as the evidence shows, these Sergeants would be primarily Supervising and, in such circumstances, there is no justification for a Specialty Stipend

It is for those reasons that the Union's position is rejected.

#### **SPECIALIST PAY FOR THE RELIEF SERGEANT POSITION**

The Union proposes Specialist Pay for Rotating/Relief Sergeants in the amount of \$125.00 per month. That new provision would be added to the Specialty Pay list in Section 14.4.

The Village has determined that there could be more efficient utilization of personnel were a Relief Sergeant available to fill vacancies in Sergeant positions resulting from absences of more than a few days, vacancies created such as when another Sergeant is off on vacation, sick or taking leave. The Union asserts that would be a specialized assignment requiring a Sergeant to move shift to shift without a predictable work schedule and since it is to be a special classification, that individual should receive Specialty pay compensation as the "*price of having to serve in such a stressful capacity.*" However, that assignment would not involve any duties or responsibilities or skills not normally performed by a Sergeant.

While such an duty would not have the regular type of shift rotation of other Sergeants, the Village has expressly stated that *“except in unusual circumstances, such as where there was a long-term leave of absence, the Relief Sergeant would not be working midnight shifts but only day or evening shifts when vacancies arise”*.

**DETERMINATION**

There is no evidence to contest the Village argument that that the Relief Sergeant position is not a specialty position involving special skills or abilities. There is no basis among the Comparables to provide Specialist Pay to a Sergeant or any Officer assigned to such a shift rotation, not matter how undesirable. This dispute may be addressed through another provision of the Labor Agreement. I do not add a Specialty Position of Relief Sergeant to Section 14.4. The position of the Village on this issue is adopted.

**THE VACATION ISSUE**

**Article XI Vacations<sup>21</sup>**

**Eligibility for Vacation time is provided by Section 11.1:**

*Every Employee shall be eligible for paid vacation time after the completion of one year of continuous full-time employment with the Village in a position covered by this Agreement. Employees shall start to earn vacation allowances as of their date of hire. Vacation allowances shall be earned monthly based on the following schedule:*

<b><u>Length of Completed Continuous Service</u></b>	<b><u>Number of Hours &amp; Equivalent number of 8-hour work shifts per year</u></b>
<b>After completion of one (1) year</b>	<b>80 hours (10 shifts)</b>
<b>After completion of five (5) years</b>	<b>120 hours (15 shifts)</b>
<b>After Completion of ten (10)</b>	<b>160 hours (20 shifts)</b>

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<sup>21</sup> The Parties have reached Tentative Agreement that the third paragraph of this Section should read: **“Any employee who earned an annual vacation greater than what is provided for in this Section prior to the execution of the 1988-1991 Agreement shall continue to earn vacation time at his old rate unless and until he qualifies for a greater benefit as set forth in this Section.”**

<p><b>After completion of fifteen (15) years</b></p>	<p><b>200 hours (25 shifts)</b></p>
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The Union seeks an additional week of vacation following completion of twenty years of service – a vacation of thirty shifts (240 hour) or six weeks. They recognize that only one of the comparables provides more than five weeks vacation but assert that Officers have more paid time off in some comparables. Their proposal here is essentially made with the objective to obtain more paid time off for Officers with more than 20 years service by extending the paid vacation benefit.

Some comparables do provide more total paid days off, often by granting additional comp days. There are usually trade offs for such additional time. In River Forest the parties have bargained for holiday pay instead of paid time off for the 12 holidays. Oak Park does not have such an alternative. Here, instead of seeking additional comp time, paid time off for holidays or paid personal days, demands which would involve bargaining unit wide costs, the Union is asking for additional paid time off for officers with 20 years' service by adding a week's paid vacation time.

In Oak Park, longer service Officers also receive a 5 week vacation, have 1 personal day, 12 holidays and 35 comp days - a total of 73 paid days off. River Forest provides the same number of vacation weeks and 9 Comp days, a total of 34 paid days off. If there were paid time off for the 12 holidays as in Oak Park, there would be 46 total paid days off. The difference is in the comp days.

The Village responds that River Forest Officers top out with five weeks of vacation pay at 15 years service, sooner than in Officers in three of the four comparables, and that consequently, over a thirty year period, Officers in this Bargaining Unit receive more paid vacation days than officers in the comparables – 123 weeks of vacation. Burr Ridge Officers receive 2 weeks less, LaGrange almost 6 fewer weeks of paid time and Oak Park Officers 8 weeks less over such a period. Only One Department provides a 6<sup>th</sup> week of vacation (Palos Heights)<sup>22</sup> and, among all the comparables, only Western

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<sup>22</sup> Palos Heights Officers attain six weeks at 25 years and progresses in increments of .2 weeks thereafter until they attain a seven week vacation at 30 years.

**Springs Officers**<sup>23</sup> have negotiated a 5<sup>th</sup> week of vacation as early as the 15<sup>th</sup> year of Service.

River Forest opposes any change in the Vacation Schedule. They emphasize the number of weeks their Officers receive over 30 years of Village employment, an entitlement essentially the same for the Firefighters and Fire Lieutenants. Non-represented Employees receive fewer weeks over that period. The FOP's proposal would increase Police Officer vacation benefits over that term to 134 weeks.

In Western Springs, vacation days may include Holidays taken in lieu of time off for Holidays and Holiday pay. In the Village when time taken in lieu of holiday time is used for vacations and in Palos Heights with their additional weeks, Officers receive more vacation time over their careers than River Forest. As mentioned, there is no Department in any of the Comparables that provides 5 weeks per year sooner than River Forest.

The Internal Comparables do not provided support for an increase. Firefighters have a different work schedule and there are some differences in their vacation schedules. Operating Engineers and unrepresented employees received less vacation time.

The Village, considering the number of Officers in the Department and the level of requests for time off in the form of vacation pay and other paid time benefits such as Military Leave, opposes any change in the vacation schedule and would maintain the status quo of this issue.

Costing out the value of lost work time during the term of this Agreement were the benefit to be granted, the loss of productivity in addition to increased overhead expenses such as the cost of hiring back Officers at overtime rates to cover vacation vacancies (said to be 12% when someone is on vacation and it is necessary to hire a replacement back at overtime rates) and considering Medicare and Pension costs as part of the roll-up expense associated with such extra overtime, River Forest projects a three year cost of \$67,734.

#### **DETERMINATION**

I do not find that the Union Proposal is a breakthrough issue on a rational that the vacation benefit has been in effect for almost 20 years. While no quid pro quo need be shown, there is no support among the comparables for the sought additional week of Vacation.

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<sup>23</sup> Patrol Officers only in that unit receive 5.5 paid days of vacation which, however, are in lieu of time off for holidays and holiday pay.

## **SICK LEAVE USE**

**Article XII provides for Sick Leave. Section 12.2 reads:**

***Any Employee contracting or incurring any non-service sickness or disability except where the injury or illness is incurred while the Employee is performing compensated services outside of his employment with the Village with an Employer that has an Injury or Illness Benefit Plan (such as Workers Compensation) shall receive Sick Leave with pay as set forth in this Article. Any Employee shall also be eligible to receive up to three (3) Sick Leave days per year with pay for illness in the Employees immediate family. The three (3) days shall be included in and not in addition to the twelve (12) Sick Leave Days earned per year as set forth in this Article.***

***The definition of immediate family for purposes of this Section shall mean only the Employee's spouse, children and parents***

This issue involves use of paid time off during an FMLA Leave. The Union explains that, if an Employee had a qualifying illness involving his family, was entitled to FMLA Leave and wanted to take it in paid status, he should have the option to elect the *"compensation bucket from which to receive pay."* The FOP proposes that employee would declare, at the time of the request for FMLA Leave, that he wanted to be in paid status and would have right to allocate paid time off benefits to otherwise unpaid days in a particular sequence. This proposal apparently grew out of a Grievance settlement. The proposed language specifies how the Employer would have to allocate certain paid time off if the Employee makes the election.

The Union asks that the following language be added to Section 12.2.

***If an Employee requests a Family Medical Leave and it is granted by the Village, the Employee shall have the option of using Sick Time, Vacation Time, Personal Day or Compensatory Time to cover the time away from work. If the Employee so elects, the Employee shall be required to use any unused Vacation, Personal Days, Family Sick Days and Compensatory Time before being eligible to use Personal Sick Time. Whenever possible the Employee shall ensure that the request is filed in a reasonable amount of time if the Leave is for a predictable occurrence (e.g., pregnancy).***

The Village rejects the proposed new language and would maintain their existing FMLA Policy which reads:

**An employee will be required to substitute accrued paid vacation leave, personal days and/or sick leave if applicable for any part of a family/medical leave taken for any reason. Substitution of sick leave will be required only when the purpose of the family/medical leave requested is a purpose for which the employee's department permits sick leave to be used.**

**It is mandatory for employees under that Policy to use the aforementioned paid time off during FMLA Leave. The Village points to the universal application of this Policy to all Internal Comparables and non represented groups. A mutual Agreement or this Interest Arbitration Award would supersede that Policy to the extent of any inconsistencies.**

**In addition, the Village would modify current Section 12.2 language only by increasing the number of days which may be used for illness in the employee's immediate family from the current three (3) of 12 to five (5) of 12 . That change brings the benefit in line with that provided Internal Comparables. Non-Union Employees can use five days of Sick Leave for family illness. Firefighters and Fire Lieutenants can take 48 hours. Public Works Employees get five days.**

**Allocating paid time off to unpaid days of FMLA Leave is generally considered a benefit for both Employer and Employee. It is recognized in the Act. The FMLA permits an employee to elect or the Employer to require that the employee use accrued paid vacation or personal leave or, subject to certain restrictions, paid sick or family leave, for some or all of the FMLA leave period. When paid leave is substituted for unpaid FMLA leave, it may be counted against the 12 week FMLA entitlement.**

**Employers provide a "*rights and responsibilities*" notice or an equivalent form to each employee who requests FMLA leave with information notifying the employee, among other factors, that leave is FMLA designated and counted against his FMLA bank; the applicable 12 month period for entitlement; requirements of what is needed for medical certification; the employee's right to substitute paid leave and requirements regarding insurance premium payments during the leave.**

#### **DETERMINATION**

**The FOP proposed language shall be incorporated into Section 12.2. It is reasonable and not inconsistent with the Act.**

## **SICK LEAVE BUY BACK**

### **Section 12.7 Sick Leave Utilization states:**

***Sick Leave shall be used in no less an increment than one-half (1/2) shift. Sick Leave may be utilized only for purposes specified in 12.2. Sick Leaves shall accrue to a maximum of one thousand nine hundred and twenty (1920) hours (the equivalent of 248 work shifts) of Sick Leave.***

***If, during a given calendar year, an Employee uses no Sick Leave, he shall be eligible to take two (2) Personal Days off with pay during the following year; an Employee who uses only one (1) Sick Day can elect to take one (1) such Personal Day. In addition all Employees shall receive one (1) Personal Day per calendar year starting in 1992 regardless of Sick Leave utilization. Personal Days cannot be carried over from calendar year to calendar year; if they are not used, they will be lost. All Personal Days off shall be scheduled with the approval of the Chief or his designee.***

**Both the Union and the Employer propose changes in the third paragraph of this section which presently reads:**

***An Officer whose employment is terminated for any reason other than retirement forfeits all accrued Sick Leave. An Employee who retires after completing twenty (20) years or more of service in the Bargaining Unit and has at least one-hundred-and-twenty (120) eight-hour days in his Sick Leave Bank as of his last day of work shall be paid at the rate of twenty percent (20%) for any accrued but unused Sick Days up to a maximum of two-hundred-and-forty (240) eight-hour days (e.g. an Employee with 120 days would be paid for 24 days, an Employee with 121 days would be paid 24.2 days, an Employee with 135 days would be paid 27 days, an Employee with 200 days would be paid 40 days, etc. at his hourly rate of pay in effect on his last day of work. Payment shall be made within thirty (30) calendar days of when the officer starts drawing his pension. Payment of the sick leave days on retirement as provided in this Section shall completely extinguish the Officer's sick leave bank.***

**The FOP proposes that the third paragraph be replaced with the following wording:**

***An Officer who retires or otherwise separates from service (other than termination) who has at least sixty (60) eight-hour days in his Sick Leave Bank as of his last day of work shall be paid at the rate of 40%***

***for any accrued but unused Sick Days up to the maximum of 240 eight-hour days at his hourly rate of pay in effect on his last day of work. Payment shall be made within thirty (30) calendar days of when an Officer starts drawing his pension. Payment of the Sick Leave on retirement as provided in this Section shall completely extinguish the Officer's Sick Leave Bank.***

**This FOP proposed change would extend the sick leave buy back benefit to Officers who voluntarily separate from service. Presently it covers only Officers who retire. Their proposal would not cover separations resulting from termination. As they state, "*The Union seeks to ensure that the officers who leave the employment of the Village after long service but are not "retiring" can still earn sick leave buy back with the exception of those who are "terminated" for cause*" As the Union puts it, "*The basic principle behind sick leave buy back is to give employees an incentive to buy back their sick leave rather than use it indiscriminately.*"**

**In addition, under the FOP proposal, the threshold for benefit eligibility would be cut in half and lowered to a requirement of having "*at least sixty (60) eight hour days in his sick leave bank as of this last day of work*" It would no longer be necessary to meet any years of service requirement. The benefit would increase to a rate of 40% for accrued but unused sick days.**

**The Final position of the Village would also revise that third Paragraph. Their revision would maintain the eligibility condition that there be retirement after completing twenty years of service but would liberalize the benefit for those Officers who have accrued time in excess of 120 eight hour days. The River Forest final offer reads as follows. I have underlined their change.**

***An Officer whose employment is terminated for any reason other than retirement forfeits all accrued Sick Leave. An Employee who retires after completing twenty (20) years or more of service in the Bargaining Unit, who has at least one-hundred-and-twenty-eight (120) eight-hour days in his Sick Leave Bank as of his last day of work, shall be paid at the rate of twenty percent (20%) for any accrued but unused Sick Days up to the 120 eight hour days and shall be paid at the rate of forty percent (40%) for days in excess of 120 eight hour days up to a maximum of two-hundred-and-forty (240) eight-hour days (e.g. an Employee with 120 days would be paid for 24 days, and Employee with 121 days would be paid 24.4 days, an Employee with 135 days would be paid 30 days, an Employee with 200 days would be paid 56 days, etc at his hourly rate of pay in effect on his last day of work. Payment shall be made within thirty (30) calendar days of when an officer starts drawing***

***his pension. Payment of the sick leave on retirement as provided for in this Section shall completely extinguish the Officer's sick leave bank.***

**A review of sick leave buy back among the eight comparables reveals that Clarendon Hills Officers may receive 25% of accumulated unused sick leave upon retirement or separation if in good standing. With that exception, there is no comparable municipality which has a sick leave buy back benefit in any form<sup>24</sup> short of retirement. I did not find any sick leave buy back benefit as liberal as provided in River Forest. Except for Firefighters and Fire Lieutenants with a benefit not substantially different than proposed, the other Internal Comparables do not have any sick leave buy back benefit.**

#### **DETERMINATION**

**On this issue, I adopt the River Forest Final Offer as the most reasonable.**

#### **AWARD SUMMARY**

**Having considered the evidence in accordance with applicable Statutory Criteria, I have made the Awards set forth above on each issue.**

**The Collective Bargaining Agreement shall be modified to incorporate these determinations as well as all Tentative Agreements.**

  
**James R. Cox**  
**Interest Arbitrator**

**Issued this 10<sup>th</sup> day of December 2008.**

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<sup>24</sup> Some buy back is provided with insurance payments. In other cases paid time off for a short period before retirement is the alternative.