

BEFORE
JAMES R. COX
INTEREST ARBITRATOR

CITY OF AURORA

AND

- S-MA-07-257
2007 LABOR AGREEMENT

ASSOCIATION OF PROFESSIONAL
POLICE OFFICERS

DECISION AND AWARD

Hearings in this Interest Arbitration were conducted by the Arbitrator in Aurora, Illinois November 29, 2007, December 18, 2007 and December 19, 2007. Attorney John B. Murphey represented the City of Aurora. The Association of Professional Police Officers (APPO) case was presented by their Attorneys, Craig Mielke and Tim O'Neil. Upon receipt and review of the Transcripts and following the Union's examination of requested City Records, the filing of comprehensive Post-Hearing Briefs was completed in March 2008.

Collective Bargaining Negotiations commenced in January 2007. Following unsuccessful efforts to reach complete agreement, the parties advanced nine unresolved issues to Interest Arbitration. Three are economic - Wages, Employee Health Insurance and Retiree Health Insurance. Six issues are non-economic: Section 5.4 Overtime, Section 8.4 Choice of Vacation, Section 9.3 Return to Duty, Section 9.4 Limited Duty, Section 11.1 Family Sickness and Death in Family and Section 18.1 Court Time and Extra Duty. There is agreement that the term of the Agreement shall be three years - March 6, 2007 through March 5, 2010.

This Award and the Interest Arbitrator's determinations of the unresolved issues are issued in accordance with applicable provisions of Section 14 of the Illinois Public Labor Relations Act.

EXTERNAL COMPARABLES

There is no dispute that Joliet, Naperville, Elgin and Evanston are communities comparable to Aurora.¹ The Union presented evidence that Arbitrator Suntrup had recognized these four municipalities to be appropriate comparables in 1996 and that they have been so utilized during subsequent negotiations without objection. According to the Suntrup Award, while other municipalities had been proposed, "*Both sides agree on the comparability of five core cities including Aurora which can serve as a basis for comparison*". I see no valid reason to disturb that finding.

Unless a change in circumstances warrants a modification of an External Comparable Group Determination by an Arbitrator, in subsequent Interest Arbitration proceedings Arbitrators do not generally recognize additional comparables especially when, as here, the parties have utilized that Group during subsequent negotiations.

In this proceeding the City proposes to add three new External Comparables each with populations larger than Evanston but smaller than Elgin - Waukegan at 88,486, Arlington Heights at 74,320 and Skokie with 73,921. I have considered long recognized comparability factors in assessing the proposed expansion. There is no indication that those factors have significantly changed during the ten years since Arbitrator Suntrup had determined the *core cities* for comparability purposes. At that time he excluded Waukegan. Skokie and Arlington Heights had not been proposed by either party. It is important from a stability perspective to maintain the same group unless changed circumstances warrant a change. I find the present

¹ The largest of that group, Joliet, has 144,158 residents compared with Aurora's 182,202. Evanston, the smallest, has a population of 68,315. The Union asserts that the City proposed comparables should not be added to the group of what they call the "traditional comparables." That position has merit.

comparability group of External Comparables appropriate.² I do not adopt the Aurora proposal to expand the comparability Unit.

There is no disagreement on the designation of Internal Comparables. Within that group, the Firefighter Unit has special comparative importance.

INTERNAL COMPARABLES

Alex Alexandrou, Director of Human Resources and Risk Manager for the City of Aurora, described the separate Units within the City, most of which are either organized by a labor organization or bargain independently as a separate entity.

- 1) This Unit - the Association of Professional Police Officers.
- 2) The Police Management Unit (54 Officers) including the Sergeants Association the *PPPA*, Lieutenants representing themselves through an elected Board and the Commanders.
- 3) *AFSCME, Local 3298* consisting of Record Clerks, Court Detention Technicians and related Classifications such as Dispatchers and Telecom.
- 4) The Firefighters - *IAFF Local 99* - Firefighter, Paramedics, and Lieutenants (177 employees).
- 5) Fire Management, *Aurora Fire Officers Association* (28 employees).
- 6) *Aurora Supervisors Association* - primarily composed of Public Works and Supervisors in Water and Sewer Departments (19 employees).
- 7) Electricians - *IBEW Local 461* (11 Electricians).
- 8) White Collar Services Personnel - *AFSCME Local 3298* (213 employees) *AFSCME 1514* (113 employees).

² In assessing the relevance of the City proposal and considering various comparability factors of Population, Number of Police Officers, Median Home Values (2000), Median Household Income, Per Capita Income, EAV per capita (2005), Sales Tax per capita (2006) and General Fund Revenue per Capita (2005), we find Waukegan to be within 50% criteria referenced on all 8 factors. Arlington Heights falls within the 50% on 5 of those factors, Population, Median Household Income, EAV per capita, Sales tax per capita and General Fund revenues per Capita. Skokie meets the 50% criteria only with respect to Household Income, per Capita Income, Sales Tax per capita and General Fund Revenues per Capita. Both Arlington Heights and Skokie have markedly smaller police forces than any present comparable.

- 9) Executive Officers - Directors and Assistant Directors. Those in this Group have individual year-to-year pay plans (94 employees).
- 10) There are 73 non-exempt employees providing clerical support for Executive and Exempt employees

THREE ECONOMIC ISSUES

WAGES

As of March 2007 Aurora Patrol Officers, salary-wise, ranked first even within the City proposed comparable group of seven both in starting pay³, after 5 years' service and after 10 years. They were second after 20, 25 years and at top rate and third after 15 years. These rankings were unchanged since March 2006 except, after 15 years, when Aurora had ranked second. This Unit ranks at or toward the top throughout the salary schedule when compared with the 4 External Comparable Municipalities. There would not be any significant changes in rank even were the number of Comparatives expanded as the City seeks.

In analyzing the parties' final positions on Wages there are two critical aspects - the proposed percentage increases and the "bump". Each plays a part in the analysis of comparative wage increases.

The Bump

In making assessments of wage comparability, there is an unusual feature - what the parties call the "bump". According to the 1996 Suntrup Award, that unusual facet of this pay structure had its genesis in a Contract which became effective in January 1994 when money "*received for protective equipment was rolled into their base pay effective with the expiration of the prior Contract*". Officer Bales related that the bump initially being a mechanism for increasing Police Officer salaries and since that time has remained in the Agreement without any significant changes in amount. The Union proposes that this three-year Contract continue to have a \$1500.00 "bump" effective 11:59 pm the last day of the third year, in this new proposal March 5,

³ Following the 6 month training period.

2010. The City also would perpetuate the bump but with a lower dollar figure.

Director Alexandrou states that the bump has the effect of starting Officers off with a percentage increase before even a negotiating meeting and that one wage effect of the pre negotiated bump in 2007 is that the Officers at the lower Steps of the pay schedule receive, just from the \$1500.00 bump in base rates, a 2½% increase, with more senior Officers receiving slightly lower percentage increases in 2007. The City, in their proposal, attempts to “*wean that down*” to provide what they perceive to be a more realistic comparison with comparable percentage increases achieved among both External and Internal Communities who do not have such a compounding provision. They take two approaches. They propose that the \$1500.00 bump be reduced to \$1000.00, the effect of which will accrue in the first year of the subsequent Agreement. They also propose a percentage increase that, in connection with the pre negotiated bump, will provide Aurora Officers with a greater increase both in 2007 and over the term of this Contract than achieved by Officer’s in the four External Comparable Municipalities and by other employees working for the City in the Internal Comparables.

It is noteworthy that this law enforcement Unit is the only Unit in the City to have a compounding increase in rates at the end of the final year of the Labor Agreement as part of the pay package, an increase initially paid in the succeeding Contract year. While APPO points to what might be construed as an alternative benefit – a *Variable Employee Medical Account* – provided Firefighters and funded with \$500 payments each Contract Year, that benefit does not have the perpetuating effect on wages caused by the unique “*bump*” Officers in this Unit enjoy.

The bump is especially significant since the bump increase is rolled into rates and is not just a lump sum bonus payment without continuing effect. As a significant wage rate factor, the Arbitrator cannot ignore the bump’s economic impact in comparing year to year dollar pay changes in Aurora with those in comparable communities. It would not be reasonable to ignore the effect of such a labor cost increase in comparability determinations although the benefit had been agreed upon in negotiations of the previous Contract. Any fair consideration of the proposed percentage increases for each Contract

Year must consider the effects of that built in increase in 2007, 2008 and 2019 Contract years.

There is still another important ramification. The proposed inclusion in the new Agreement of a modified bump has a prospective and continuing effect on future increases, a cost effect which the City attempts to mitigate both through their proposal on size of the bump and by their lower proposed across the board percentage wage increase. It is not unusual to agree to future cost commitments - i.e. holidays, vacations and a variety of other fringe benefits. The cost of such benefits is relevant in determining new money costs.

The cost of applying the bump during the three year term of this Agreement is to be considered along with the proposed percentage raises in base rates in deciding which of the two final offers more closely approximates wage increases in comparable units. As an integral part of each Final Proposal and a long time wage component, the Arbitrator may not consider the merits of the bump provision independently.

As part of their final proposals on wages and in addition to a continuation of the bump to the extent mentioned above, each party proposes percentage increases in base rates.

Proposed Percentage Increases

The City's final offer on this issue is a 3.5% percentage increase each year with a reduction of the bump to \$1000.00. Aurora stresses that their percentage increase should be valued together with the effect on wage rates of the most recent *bump* as well as the fact that it maintains the Officer's relative rank (if not the wage differentials) at the various levels of the salary schedule⁴. They emphasize that Aurora

⁴ The City stresses that they maintain their relative position throughout the salary structure with respect to the comparatives with the exception of the 15th year service. Naperville, for that length of service is slightly ahead of Aurora - there is less than \$100.00 differential at that point. Joliet is significantly ahead of the pack followed by Aurora and nearby Naperville who do have a close salary relationship. As of March 2007, Aurora Police Officers, salary-wise, ranked first even in the City's proposed comparable group of seven at the starting pay level, after 5 years and after 10 years. They were third after 15 years, second after 20 years, after 25 years and at top rate. These rankings were the same as of March 2006 except, after 15 years, where they ranked second.

Police pay, along with Joliet, is toward the top at most steps of the salary schedule among comparatives. They stress that other communities are in a “catch-up” position and lack the rate compounding feature provided by the bump. They argue that, when the bump is considered together with the first year percentage increase, the real total increase over 2006 for the first pay period in the new Agreement approaches 6%. The City calculates what they call *true value* of the first-year increase at 5.87% from the first six months to the first year and, generally thereafter, raises varying with the years in the range from 5.76% to 5.30% for Officers with more than 25 years service. As explained below, the Arbitrator’s calculations are slightly different.

Union proposed increases

The Union would maintain the status quo on the bump benefit and, without recognizing the 2007 effect of that bump on comparative rates, proposes increases of 4% effective each year of the new Agreement; March 6, 2007, March 6, 2008 and March 6, 2009. As we shall see, the proposed percentage by itself raises does draw support from what had been negotiated for Police Officers working for the four Comparables⁵. However, none of those municipalities provide a bump or any mechanism which would have the effect of augmenting their proposed percentage increases by increasing the wage bases upon which the percentages are calculated. A fair comparison cannot be made without costing in the bump. There is another meaningful factor.

In making a wage determination, as the Union rightfully relates, it is critical that the impact of the increased employee cost of Insurance premium contributions sought by the City be considered. From a net dollar increase in wages perspective, they emphasize that were the increased Health Insurance contribution as proposed by the City adopted, the 3½% wage increase for the first year of the Contract would bring unacceptable low net wage increases (as mentioned, they do not factor in the effect of the bump). They project that with those

⁵ According to Officer Biles, Aurora Police Officers, because of the high incidence of gangs and drugs in the community, deal with a comparatively large amount of violent crime, a factor which should be recognized when considering the wage increase.

increased premium contributions as well as the effect of Cost of Living increases (According to the Chicago Regional Consumer Price Index, 3.54% in the relevant time period⁶), some Officers would be taking home less real pay the first year of the Agreement than they had under the previous Agreement.

The Union also draws the Arbitrator's attention to the fact that, while Aurora has historically ranked just behind Joliet in salary, when insurance contributions are factored in, the net wage increase for Joliet Officers is significantly greater since insurance in that City is non-contributory.

The Union reiterates the importance of having the Arbitrator evaluate the overall economic package in making a determination of the most reasonable final positions on wages. They ask that the arbitrator give proper weight to the increases in insurance contributions proposed by Aurora in making his decision on the rate increase. I have.

External Comparables

Looking at 2006 increases among External Comparables, we find that Aurora Police Officers received a 4% increase, the highest in the comparability group of four for that year except for a one time increase in Naperville (4.40%). The average increase that year, excluding Aurora, was 4.05%. These were all increases without any bump factor.

According to documentation, among the four comparables, Aurora has relatively higher rates at the lower steps of the salary schedule. They have a \$60,614.00 start rate⁷, the highest of any comparable; the Joliet rate was \$39,300.00 – 35.16% less. The rate accelerates comparatively rapidly. After five years Aurora is shown with a rate of \$75,049.00 – above all others. At the 10 year level, the Aurora rate is \$75,777.00, again the top rate - 6.96% above the average but just dollars ahead of Naperville and Joliet. At the 15-year level, as the result of the 2006 March increase (4%), Aurora was second to Joliet at 76,151.00, compared with Joliet's markedly higher \$80,937.00.

⁶ The Union calculates the City's offer results in a 2.9% net wage increase after the allowance for increased insurance costs as proposed and points to the fact that the Consumer Price Index rose 3.54% from March 2007 through November 2007.

⁷ After the 6 month new hire rate.

At 20 years we find Aurora still second to Joliet at \$76,526.00 and just dollars ahead of Naperville. Those same relative positions are maintained at 25 years – Joliet (\$81,911.00), Aurora (\$76,879.00) and Naperville (\$76,059.00).

The City proposes a 3.5% percentage increase in Aurora with all of the four comparables having attained 4% but without the bump...⁸ Percentage Increases established for 2008 as of the December 2007 dates of this Arbitration show a split-year increase totaling 4.50% for Elgin, a 3.60% raise in Naperville and 4% in Joliet. The 2008 split in Elgin is 4% in January 2008 and .5% in July- slightly greater than 4% over term. The Union calculates the Elgin increases at 4¼% each year.

Each of the agreed upon External Comparables has three-year Agreements with different starting years except for the Joliet four year Contract⁹. According to Union Exhibit 115, the average first year increase in the Comparable Group was 4.1625% and the overall average pay increase was at 4.0625%. The Internal Comparables had substantially lower increases although, just after the expiration of the Police Contract, there had been agreement upon a 4% increase in the 19 person Aurora Supervisor Association Unit.

INTERNAL COMPARABLES

Total City employment approximates 1200 not counting seasonal or temporary/part-timers. As seen, a large percentage are covered by Collective Bargaining Agreements but, in contrast to the External Comparables, the pattern of increases established in these Units is less than the 4% sought here.

There had been a 4% pattern of increases for Aurora protective service units commencing in the mid 1990s. During that period Police and Fire Units had consistently attained 4% increases. However, the evidence shows a departure from that pattern.

⁸ I do note that there were lower percentage increases in the rejected comparables - 3.50% (Skokie) 3.75% (Arlington Heights) and \$750.00 (Waukegan). The Waukegan start rate was 25% lower than Aurora.

⁹ Elgin, three year Agreement starting January 1, 2007; Joliet four years commencing January 2005; Naperville three years beginning May 1, 2006; Evanston has a three year Contract beginning March 2006.

The last 4% increase in the Fire Unit had been in 2005. In subsequent years, 2006 and 2007, Firefighter increases fell to 3½% each year¹⁰. There is no indication in this Record that a successor Firefighter Agreement has been reached. Looking at increases in other Internal Units where negotiations have been completed we find several less than 4%. Fire Management negotiated a 3½% increase for 2007. The IBEW Contract is a three year Agreement expiring December 31, 2009. There were 3½% increases the first two years and 3 1/4% the final year. As mentioned elsewhere, the Aurora Supervisors settled for 4%.

DETERMINATION

For comparison purposes, I have given consideration to the increases in the Internal Comparable Units and particularly the Firefighter Settlement. I have also selected the base rates in this Agreement at four Steps and compared the effects at those Steps of the respective 3.5% and 4% increases proposed. I have compared those Aurora increases with the 4% increases achieved by Officers working in the four External Comparable Units where there are no bumps.

According to the Contract, 2006 pay rates in this Aurora Unit were, from 6 months to a year \$ 59,113.60; from 5 years to 10 years, \$73,548.80; from 10 years to 15 years, \$74,276.80; and over 25 years, \$75,379.20. While there are other levels, for comparison purposes, these were the base rates paid in 2006 with which I compared with the rates payable during the term of the Agreement before me.

The roll in of the \$1500 bump had the following 2007 effects on the representative Aurora rates the first year of the Contract - commencing March 6, 2007. Before any general increases there were percentage increases of 2.537%, 2.039%, 2.019% and 1.989%. It would be on the base rates as increased by the bump that the respective annual percentage increases would be applied and wage payments during the first year of the Agreement determined.

To further demonstrate the impact of the bump, if there were had been a 4% across the board increase each year (without any bump

¹⁰ No trade offs were shown for those lower rates.

feature) there would have been a 12.4864% increase over term at each pay step and third year rates at those Steps of \$66,494.76, \$82,732.4, \$83,551.3 and \$84,791.35 respectively.

The 4% increases proposed by the Union with the bump feature would bring respective increases of 15.3407%, 14.7805%, 14.7580% and 14.7248% over term and final year rates of \$68,182, \$84,419, \$85,238 and \$86,478.

The City final proposal with its 3 1/2 percentage increases would more closely approximate the year to year increases attained by Officers in the Comparable Units and would be still well above their 4% levels. Under the City offer the percentage increases over the three year term at the selected Steps would be 13.6851%, 13.63298%, 13.11081% and 13.07807%. The City Final Offer would bring third year base rates at the respective referenced Steps to \$67,203.38, \$83,207.95, \$84,015.09 and \$85,237.34.

The Aurora position on wages is the most reasonable final position on the wage issue considering its closer relationship to the lower 4% increases in the four Comparables and the much lower increases achieved in each of the Internal Comparables, especially in the Firefighter Unit.

Wage Rates shall be accordingly adjusted as proposed by the City.

THE HEALTH INSURANCE ISSUE

Background

The City of Aurora Health Insurance Plan is self-insured providing both a Comprehensive PPO Plan and a Blue Cross/Blue Shield HMO. There is high participation.

Employee contributions are made pursuant to an atypical formula not utilized in any comparable jurisdiction and not previously seen by this Arbitrator. Employee contributions in Aurora are not based upon coverage. Officers presently contribute at a flat 2½% of their base salary; the percentage contributed is based upon wage levels. The

relative level of contributions is difficult to compare to those of Officers working in comparable municipalities.

Most Employee Insurance Plans provide for employee contributions on a percentage of the premium. I am advised that efforts in Aurora to achieve a uniform premium based contribution have been unsuccessful despite discussions with representative of the various bargaining units. It is significant that the more highly paid City employees, such as the Officers in this Unit, pay more dollars for same coverage provided other City employees.

Employee Health Insurance contributions in Aurora are not tied directly to premium costs but are calculated as a percentage of their pay rate. During the mid 1990s when Police Department employees first became obligated to contribute, it had been at a rate of 1.5% of gross pay - designed with the objective that the employee contribution would constitute 50% of insurance costs. The City's portion subsequently increased without employee contributions maintaining the 50% cost sharing ratio. To complicate the matter further, contributions in the different City Units are calculated differently.

In 2003 or 2004 both the Executive and the Non-Executive Groups saw their contributions double -the basis for their contributions had increased from 1½% of gross to 3%. These changes had been the product of Collective Bargaining Negotiation. There were no changes in Police and Fire Unit percentages. However, during relatively recent Public Safety Contract negotiations - including the now expired APPO Contract and the 01/01/06 through 12/31/07 Local 99 Fire Contract - it had been agreed to change contribution rates from 1.5% of gross to 2½% of base pay. As explained, the transition from the existing gross rate to a base pay computation was *"roughly a ½% increase overall but the significant difference being overtime would be left out."* In Aurora and elsewhere Police Officers regularly work more overtime hours than employees in other Municipal Units.

Presently, according to the testimony, Aurora's Health Insurance costs are being absorbed, on a citywide basis, 92% by the City and 8% by employees. The Patrol Officer Unit contributes a disproportionate number of dollars because of their relatively higher wages and the percentage basis for employee contributions.

There is no question that Aurora Health Insurance Costs continue to rise year to year. The City points to general medical inflation, especially rising costs of prescription drug formularies and a recent necessity, because of demands on the funds, to purchase Stop-Loss insurance, a cost currently in excess of \$300,000.00 a year.

Current Contract Language

Contract language reads: *"Employees shall be required to pay a total of 2.5% of their base annual salary toward the premium for Single or Dependent coverage for the term of the Agreement. Such contribution is to be made by deducting the appropriate percentage from the employee's bi-weekly paycheck. For those employees who have elected to participate in a Health Maintenance Organization in lieu of the aforesaid coverage, the employer agrees to pay an equivalent amount on behalf of such employees towards the premiums of that organization. Employees having elected such participation shall be bound till the next annual enrollment d-enrollment period."*¹¹

"Employees covered by the HMO shall pay the difference, if any, between the premium cost of City insurance and the premium cost for HMO coverage. Notifications of any cost differential and the amount shall be made to the Union at least two weeks prior to the enrollment period. Such specified differential shall remain constant for the enrollment period."

The City Proposal

Aurora proposes contribution increases commencing the second year of the Agreement - - that Officers be required, *"to pay a total of 2.5% of their base annual salary toward the premium cost for Single Employee Plus One or Family coverage. Effective January 1, 2008, the Employee contribution shall be 3% of base salary. Effective January 1, 2009 the employee contribution rate shall be 3.5% of base salary. Such*

¹¹ There are caps on the contributions in Aurora - based upon blocks of pay, those with a \$60,000.00 base made contributions of \$1500.00 a year, and those with \$75,000.00 base pay paid \$1825.00 per year. The contributions are 2.5% of base pay regardless of coverage and the aforementioned dollar amounts are caps.

contributions are to made by deducting the appropriate percentage from the employee's bi-weekly paycheck."

The City also seeks that Officers be given the right to opt out of the City PPO or HMO Insurance Plans during either the open enrollment period or as the result of a significant life change. They propose that the employee, *if he does opt out, must provide evidence of other health insurance, and upon such opt-out, the City will pay the employee \$200.00 a month. An employee who opts out may apply to re-enroll at the next annual enrollment period or as a result of a significant life change pursuant to the employee's health insurance plan. For employees who have elected to participate in the employer's HMO the rate in effect would be in addition to any differential between the employer's self-insured plan and the HMO cost."*

The City proposal continues, *"Employer may offer employees an optional alternative Medical Insurance Plan with cafeteria style benefits, deductibles and co-pays so long as the employer continues to offer it's Comprehensive Medical Plan and HMO with current benefits and so long as a no optional medical plan would result in employee premium costs higher that those paid by the City's Comprehensive Medical and HMO. Employee contribution costs shall be negotiated between the Parties with disputes resolved through binding Arbitration."*

The final position of the City would require very substantial dollar increases in contributions - beyond the already built in percentage increases provided by the formula. There was no showing the extent to which Officers would be paying a greater percentage of the premium than presently or, after the change, what the relationship of the higher insurance contributions would be to contributions from employees in other units.

The opt-out feature may be attractive in situations where an Officer's spouse may have better insurance and does have a safeguard permitting employees to opt-out of the Plan only upon a showing that they had obtained alternative insurance. As proposed, an employee no longer covered under the City self-insured plan would receive a stipend of \$200.00 a month. It is of course in the interest of all that an employee not move to substandard coverage in order to pick up the incentive payment for opting out.

City calculations demonstrate the impact of the increases they propose. Currently with contributions at 2½% of base, an employee with a salary of \$75,000.00 is paying \$1875.00 per year or \$72.00 per pay period toward insurance coverage; with the increase to 3%, the yearly employee contribution would become \$2250.00 per year¹², \$86.00 a pay period, an increase of \$14.43 per pay period.

I recognize that, in comparison with Comparable Units, the fact that contributions are based upon base pay is an important consideration. Many of the other Internal Comparables based their percentage contributions upon gross pay. However, the Fire, Police Department and Aurora Supervisor¹³ Units all have current employee contribution levels at 2½% of base.

I also note that, according to the evidence, claims experience in this Unit increased only 2.8% on average during the 2005 - 2007 periods.

Health Insurance Comparables

In AFSCME represented units, employee contributions are based upon a percentage of gross. Employees in the AFSCME 1514 group contribute at 2.65% of gross which increases by a tenth in 2008. The AFSCME Local 2298 rate is at 2.75% of gross. The AFSCME group moved from 1½% of gross to 2½% the first year then to 2.65% in 2008 to 2.75%. Executives in a non-exempt Unit contribute at 3% of gross.

Comparing External Health Insurance contributions is difficult because of different contribution formulas and coverage differences. We can look at dollars. If an Officer in Elgin selects the highest level Family Coverage his contribution would be \$1809.36.¹⁴ In Evanston, at the end of their 2008 Contract year, the most an Officer will be

¹² For Officers with over 25 years service, the contribution with a 3.5% raise would become \$2387.10 and with a 4% raise, \$2398.63 regardless of the coverage.

¹³ That Contract expires in March 2008

¹⁴ In 2007 employee contributions in Elgin for the PPO and the HMO were 8%. According to the data, PPO costs were lower than the HMO! According to a Union Exhibit, contribution rates rose to 8.5% effective January 1, 2008. In 2007 the costs to an Aurora Officer for the PPO were \$1,225.95 a year and \$1809.36 a year for the HMO.

contributing is \$1800.00 a year - for PPO Family Coverage¹⁵. In Naperville the contributions are even lower with the highest level coverage as of May 2007 requiring a \$1711.00 contribution. In that City employees with HMO Single coverage were contributing \$427.80 annually with Single Plus One coverage \$826.80 and HMO Family \$1,245.84. PPO costs were predictably higher - \$498.00 for Single, \$1,027.92 for Single Plus One, and \$1,556.04 for PPO Family. As mentioned above, Joliet provides Health Insurance on a non-contributory basis.

The Union Position

The Union would maintain the status quo - maintaining that contribution rates should remain the same. In support of that position they stress as seen above, that an Aurora Officer making \$75,000.00 in base - a salary towards the top of the scale - pays more in health insurance contributions than Officers in any of the comparable cities. They argue that there was no justification to require any increase in the health insurance based upon claims experience and draw the Arbitrator's attention to the fact that Blue Cross/Blue Shield rates for the HMO Plan are actually slightly lower than 2007 rates.

There is insufficient evidence that claims experience in this Unit justifies any contribution increases beyond the built in increases provided by the current formula especially considering that Aurora Officers would, under the City proposal, be paying higher premium costs than employees in other classifications and, in some cases, more than Officers in the External Comparables..

DETERMINATION

The Union's status quo position is adopted.

RETIRED EMPLOYEE HEALTH INSURANCE

¹⁵ In 2007 contributory insurance in Evanston cost \$780.00 per year for Single HMO and \$1560.00 for Family HMO. PPO Single costs an Officer in Evanston \$1056.00 and PPO Family \$1650.00. The figure at the end of 2008 is shown above.

Aurora has a Citywide Retiree Insurance Program There are about 300 City retirees. 98 are from the Police Unit. 41 are over the age of 65. At age 65, Medicare becomes primary and the City Health Insurance is the Supplemental Plan.

There are three tiers of coverage- Retiree Single, Retiree Plus One and Retiree Family Coverage. The premium is adjusted each year based upon previous claim experience.

Current Section 13.2 language provides for the Retired Employee to make the following premium based contributions for coverage.

- 1. For the Retired Employee Alone, 20% of the prevailing annual premium as adjusted from time-to-time.*
- 2. For the Retired Employee Plus Spouse, 27% of the prevailing annual premium as adjusted from time-to-time.*
- 3. For the Retired Employee Plus Family, 29% of the prevailing annual premium as adjusted from time-to-time.*
- 4. Any increase in the annual contribution shall be capped at 10% of the previous years' annual contribution.*

There is a transitional provision at #5.

- 5. The 2.5% employee contribution required by Section 13.1 shall be deducted from the retired employee's severance pay, however the obligation to pay retired employee coverage under this Section 13.2 shall begin after the time of severance expires (provided the retired employee may still pre-pay retired employee coverage in accordance with past practice).*

The City Proposal

Retired Employee contributions for Health Insurance are premium based. The same Plan is provided all employees retired from the City of Aurora... The City proposal is an effort to achieve uniform contributions from all Retirees. Effective the third year of the Contract - January 1, 2009 - (1) retiree insurance contributions would become 22%, 29%, and

31% respectively and (2) with an increase in the contribution cap from 10% to 15%. It had only been during the most recent Contract Negotiations in 2004 that a cap on annual contribution increases has been put into place. The cap had been initially set at 10% of the previous years' annual contribution. The City stresses that retirees from the Internal Comparables have existing insurance contributions at the levels proposed or greater. There is no evidence to the contrary.

The Union Position

The Union maintains that Retiree Health Insurance contributions should remain the same, that there is no justification in the evidence for an increase. The note that, even without a percentage increase, a retiree would be making a larger dollar contribution.

DETERMINATION

While Police Officers are paying a disproportional share for their Health Insurance because the contribution formula is based upon a percentage of base salary, retiree Officers are contributing less than other Aurora retirees although they receive the same coverage under the Plan. In some cases the differential is noteworthy. As the City points out in their Brief, AFSCME retirees pay 32% of the same premium for family coverage, Electricians 35%, Executives and Nonexempt 32%. In 2010 Firefighter retirees will be paying the same percentages proposed to become effective here in 2009.

These *under contributions* are significant especially considering the comparative larger number of overall retirees from the Department, almost a third of the total, and the fact that payments on Police Retiree claims have reportedly increased from 1.3 million dollars in 2006 to 2.1 million in 2007. It is also clear that the lower contributions from such a comparatively large group have an adverse effect on the viability of the Retire Insurance Plan.

There is no justification that other covered retirees should carry a disproportionate share of Plan costs paying higher premiums. Even with the City's proposed increases, among the internal comparables, there would be disparity between contributions from Police Department retirees and those of other retirees.

The final position of the City is adopted on this issue.

NON ECONOMIC ISSUES

The Union takes a status quo position on each of the open noneconomic issues except 9.3. The sole proposals for change come from the City and are, in each case, opposed by the Union for reasons indicated below.

SECTION 5.4 - OVERTIME

The Parties have reached Agreement on several modifications to Section 5.4.

There was essentially a clean up proposal deleting existing language relating to installation of a computerized system which is now in place. Paper overtime receipts will continue to be provided Officers.

There was mutual agreement upon a City proposal. *"Special circumstances may require manpower well beyond the limits of normal overtime hiring. In such instances the Employer will advise the Union of the special circumstances and the necessity for additional manpower. In such situations an entire shift may be held over or an entire shift may be called in early to ensure proper staffing. Normal overtime hiring procedures will not be utilized for these special circumstances. For purposes of this section, 'special circumstances' shall be limited to visits by national and political figures (such as a Head of State or Delegate, Presidential Candidate, etc.) where either short notice or other unforeseen circumstances has made normal overtime procedures impractical."*

There was also agreement with respect to extra jobs that *"Officers must enter all overtime hours worked within 15 days of the date the overtime hours are worked".*¹⁶

¹⁶ If an Officer, after working, fails to sign and submit the extra job card reporting his time, the entity where he worked may not be billed. Consequently the Department is

There is an unresolved issue relating to overtime eligibility.

The overtime eligibility issue

Aurora proposes that Section 5.4 be amended to provide that Officers, on those days when they are off duty on either comp time or vacation, be ineligible for overtime assignments on the shift from which they had requested time off. They would continue to be eligible to work overtime on other shifts on such comp time or vacation days. The purpose of the proposal is to prevent what the City sees as an abuse of comp time accruals, an abuse which may have adverse effects on manning and vacation opportunities.¹⁷ At this point the problem is not widespread. There is no contention of an established practice.

The Deputy Chief explained that there had been 12 occurrences during 2007 when Officers had been hired back on a shift they had previously chosen to take off in order to use vacation or comp time. He described a typical scenario. An Officer uses eight hours of his vacation bank for time off. On his vacation day off, he is hired back and works eight hours – using eight hours from his vacation bank but accruing twelve hours into his overtime bank. The City maintains that comp or vacation time was not designed to be worked with the effect of increasing hours in the overtime bank. Most Officers use it for the intended purpose – time off from work. There is another ramification.

Under Contract provisions, Officers may not carry unused vacation time forward into the next calendar year. An Officer taking a day of vacation time but then working eight hours overtime, presently adds twelve hours to his overtime bank, which he may elect to receive

not reimbursed. If this system is to work, the Officers must turn in their time promptly. This requirement is justified.

¹⁷ This contract change will not change the practice of permitting an Officer off work on vacation or comp time to work overtime for which he is eligible on another shift – a situation which occurred 95 times in 2007. The instances of abuse were limited. An Officer on vacation in June hired back with the effect of accruing twelve hours into his overtime bank, a net increase of four hours. Over the past year, such a circumstance arose 9 times although it involved just a few Officers. The use of comp time to expand a time off bank took place on 3 occasions. One Employee took eight hours of comp time off and then was hired back for three hours at time and a half, resulting in four and one-half hours into his bank.

as comp time and which does carry over year-to-year¹⁸. That Officer is using vacation time off or comp time to accrue more time off in the form of comp time. While it is possible to cash out comp time, vacation time is either lost or sold back in different increments.

Vacation Time and Comp Time are provided for the purpose of granting an Officer time off from work. Consistent with the objective, according to testimony, the City has no right to order an Officer with previously approved vacation or comp time off to work overtime during such time off periods. There is no present restriction on working over time voluntarily on those days. There is no indication in either vacation time or compensatory time language of any intent that overtime can be worked on days an employee schedules off for those purposes. It is not unreasonable that such a restriction be applied considering the unintended effects of increased comp time in such situations.

To the limited extent that it currently exists, the proposed restriction should have a positive effect on the opportunities of other Officers to take vacation or comp time. The proposed limitation has no effect on an Officers right's to voluntarily come in and work overtime on shifts other than their regular assigned shift and accrue extra hours for their paid time off bank.

DETERMINATION

Section 5.4 shall be amended to provide:

Officers, on those days when they are off duty on compensatory time or vacation, are ineligible for overtime assignments on the shift from which they had requested time off. They are eligible to work voluntary overtime on other shifts on such days.

SECTION 8.4 - CHOICE OF VACATION PERIOD

Current Language

¹⁸ Section 5.4 provides "Compensatory time may be taken in cash at the option of the employee. Any Compensatory time not taken in cash will carry over to the next calendar year."

Section 8.4 contains the following vacation selection procedure describing restrictions.

Dates of vacation period shall be awarded according to seniority for time of service within all Divisions and each shift in that Division. Employees shall select vacation periods during each calendar year. An Employee shall be entitled to select the maximum number of weeks of vacation to which he may become entitled according to the number of years he will complete during the calendar year for which he is choosing vacation.

A minimum of five Patrolmen for each of the three uniform shifts (included in that number of five is the Patrolmen allowed off-duty on compensatory time as described in Section 5.4) a minimum of three Officers in Property/Persons; a minimum of one Officer in first shift KCAT; a minimum of two Officers in first and second shift Evidence and a minimum of one Officer in third shift Evidence; a minimum of two Officers in first and second shift Juvenile; a minimum of one Officer in first shift KCAC; a minimum of three Officers in second shift SOJ (Gang/Narc); a minimum of two Officers in second shift NCNTF; a minimum of one Officer on first shift DEA; and a minimum of four Officers in second shift COP shall be allowed off duty for vacations and/or comp time in any combination. After regular vacation weeks and personal vacation days are chosen on a seniority basis as set out herein, then any remaining slots shall be filled by comp requests on a first come basis. Thereafter, for the remainder of the calendar year, any open slot not previously filled by vacations or comp time (up to five per shift) shall be filled on a first-come basis. However, as to the three uniform shifts, only four slots for vacations and/or comp times shall be available on the 4th of July and the 31st of December.

Proposed Changes

As the Union states, the current language was added into the Contract just during the last negotiations. At that time, Officers in

certain categories, such as the Evidence Technicians, were having difficulty getting vacation time. According to the testimony, some Officers signed up for paid on call to cover problems which might develop when only one ET was available. Fortunately there was no indication that a crime scene had not been properly covered because of unavailable technicians. The on call costs because of low manning were not specified.

Without identifying any particular changes in circumstances from 2004 when the Parties reviewed staffing and agreed to minimum numbers of Officers who would be allowed off at any one time, the evidence showed that serious manning problems exist as a consequence of vacation selections. The City would resolve such problems by the designation of available weeks for vacation through adoption of a percentage formula¹⁹. They assert that use of the percentage approach would facilitate changes in the numbers of Officers permitted off duty for vacations when there are changes in staffing - additions of subtractions. The Union asserts that the City has failed to justify the changes they seek.

According to the testimony, in Evidence there are three Officers on days, three work afternoons and one midnights. Under present language, two are allowed off afternoons and days - 66% of the workforce can be off. The vacation entitlements of the incumbent Officers were not shown. However, as of December 2007, there had been 94 days when first shift Evidence had only one Officer working and eleven days when there were no Officers working. Second shift Evidence had 90 days with only one Officer at work and thirteen days without any Officers present. Were the Aurora percent proposal rounded to the nearest whole number and used to determine the number that may be off, at least one person in Evidence would be allowed off each week. As mentioned, currently, a minimum of two Evidence Officers may be off.

¹⁹ The City assures the Arbitrator that their proposal is not designed to eliminate days off for vacations, comp time, and holidays but an effort to spread weeks of vacation during heavier utilization periods - summer vacation and Christmas holidays - and still allow the more senior Officers to have time off during those high demand periods. In the smaller units, Officers have a better chance of getting their requested time off. In the earlier Contracts minimums were specified only for Patrol Officers. (See August 1999 Contract where, in fewer Patrol Officers were permitted off during certain times of the year and there were no contractual restrictions on Officer vacation time in special units).

There are thirteen Detectives who work first shift Investigations with twelve on second shift. Testimony showed that on first shift there had been 11 days when there were less than 5 Detectives working and 4 days when there were fewer than 4. On second shift, there were 13 days with less than 5 Detectives present and 11 days with fewer than 4 Detectives present.

During 2006 Juvenile and the General Assignment Sections were merged. In the interim, the Department allowed Officers to be off based upon prior designations for Juvenile and Investigations - 2 Officers were permitted off in Juvenile and 3 in Investigations. According to the City moving to the percentage basis would facilitate manning changes when there are mergers or increases or decreases in staffing.

In the Domestic Violence Reduction Unit (DVRU), no more than one Officer could be on vacation at the same time under the percentage proposal. Under the present Contract a minimum of two Offices on first and second shifts are allowed off. It was shown that in DVRU, there had been 22 shifts in 2007 where, as a consequence of vacation scheduling, there had been only one Officer working.

In the new combined Property, Persons, and Juvenile Division, there will be thirteen Officers on days and, rounded to the nearest whole number under the percentage proposal, two would be allowed off during a shift. Presently, a minimum of three Officers are allowed off in Property and Persons and a minimum of two in Juvenile on the first and second shifts. There would be a reduction from five to two off under the new proposal. There was no indication that there had been any coverage problems in this Unit.

With respect to the larger Units, there are Patrol shifts with 42 Officers on days, 41 on midnight and 48 working afternoons. Under the proposal, five Officers would be permitted off on each shift. The focus would be on the specials. The Union objects to the percentage approach to Patrol Shifts explaining that, for example, if third shift numbers were to decline from 41 to 39, under the new procedure, a slot would be lost. However, should the Department grow; an additional slot would become available. During the term of the prior Contract, the vacation time off number for Patrol had been at four and there were

insufficient available vacation slots. Late in the calendar year, the Department had to increase the minimum number off in Patrol to five.

The evidence showed that one of the problems in scheduling vacations resulted from the delay in picking vacation time off. There was testimony that the picks have not commenced until the 1st of the year - making the first two or three months, for practical purposes, difficult to schedule since Officers cannot be certain which weeks they will be off.

The Contract states that vacation picks shall commence after shift changes for the following year are posted. The City has not posted the changes until after the beginning of the year. The reason for such a delay was not discussed. There were no operational reasons mentioned which would make an earlier pick impractical. An earlier pick should make more weeks available each vacation period.

DETERMINATION

Considering that the present restrictions on available vacation weeks have been part of the Agreement only a relatively a short time since this matter was last visited by the parties, the staffing problems identified in Evidence and in certain areas do not justify Unit wide adoption of the percentage system to determine available weeks. I assume that a study of staffing during vacation periods had been made when the current language was adopted. Without a better grasp of operational needs, the Arbitrator does not have sufficient facts to make specific adjustments in vacation period staffing except in one case. There are clearly legitimate coverage concerns in Evidence.

Having considered the evidence and the parties respective positions, the following language shall be added to Section 8.4.

Shift staffing for the following year shall be posted no later than November 15th. The Vacation Pick Schedule shall be posted no later than December 1st with picks to be completed within 7 days and the Vacation Schedule posted within 7 days thereafter.

The present language shall be amended to provide that in Evidence, instead of two as presently allowed on afternoon and the day

shifts, only one Officer on each of those shifts may be off for vacation at any one time.

SECTION 9.3 -RETURN TO DUTY

Section 9.3 addresses conditions for return to duty when employees are off because of sickness or injury. Presently it is the either the attending physician, treating physician or *medical provider*²⁰ who determines an Officer's ability to return to work.

The City Proposal.

Under the City proposal, the role of the chiropractor as a medical provider would be eliminated. Chiropractors would not be considered "*medical providers*".

In addition to a restriction on using Chiropractors for return to work determinations, the City seeks a change in the selection of the third doctor or "*tie breaker*".²¹ They seek to change the existing right of a third physician selected by the employee's attending physician or medical provider to render the controlling opinion. The City proposal would bring that control within their discretion by limiting the employee's selection of the tie breaker to a "*list of three independents provided by the Employer*". There was no alternate proposal for any random choice selection from an equal number of nominees. Moreover there is no evidence of any unqualified selection or abuse under the present language to support such a modification.

The Union points out that the 2001 Contract had contained a provision that, if the treating Physician did not select a third tie-breaking medical provider in a timely manner, the Employer would be able to select the third Physician. That language and the right of the

²⁰ One of the more important factors is a physician's familiarity with Police Officer's duties.

²¹ Under their proposal, Physicians on the panel would not be affiliated with the City in any way, and there would not be anyone from Occupational Health – especially Provena Occupational Health, a clinic frequently used by the City. The third doctor selected by the Employee Physicians on the panel to provide independent medical examinations would be specialists in the area of the illness or injury. The existing language states that, in the event of conflicting opinions, the Employee's attending Physician would choose the medical provider.

Employer to make a third doctor designation even in those circumstances had been changed in the 2004 Contract. There is insufficient evidence to warrant a further change after relatively brief experience with the new language. There is no indication of the extent and frequency of any delays in making a tie breaker selection under current language.

The City would also add the following sentence to Section 9.3:

"Nothing in this Section will limit the Employer's right to require independent medical, psychiatric, psychological, or other examination to determine the Employee's fitness for duty. The Employer shall be responsible for all expenses related to such examination."

It is my experience that this is an existing right derived from the management rights clause constrained by good cause or reasonable cause considerations. I see no reason to spell it out in detail here without any mention of good cause. ²²

The Union Proposal

The Union proposes that a new Section designated as 9.3.1 be added to the Agreement in the event an Officer suffers an "on duty" illness which would, they state, "*mirror the philosophy behind the existing 9.3 "return to work" which outlines the procedure when an Officer has been absent from employment for three days or more.*". On duty illnesses have been outside the purview of 9.3 and there was insufficient evidence to justify a change in this long practice.

DETERMINATION

Section 9.3 shall be modified by (1) specifying that a chiropractor shall not be considered a medical provider for purposes set forth in this Section; (2) the phrase "*if the employee is treated by*

²² My ruling on this point is made with the understanding that there is a pending Unfair Labor Practice which may deal with the same issue. I do not have any details of that proceeding or the circumstances under which any fitness for duty examination was requested. I grant the City request that my ruling here on that issue be considered prospective.

the chiropractor, the employer may utilize a chiropractor for the independent exam” shall be deleted .

There is insufficient evidence to support either the City's proposal for a new tie breaker provision or the Union's proposal to apply present procedures to on duty illnesses. ²³

LIMITED DUTY, SECTIONS 9.4 AND 9.4(5)

Section 9.4 deals with limited duty. Relevant existing language with the City's proposed modification underlined reads:

Section 9.4, Limited_Duty, reads:

The Employer and the Union agree that the safety, health and well-being of its police officers is of primary importance. To that end, in the event of a valid illness or injury, whether on or off the job, return to normal job duties shall be based on the provisions of Article 9.1, 9.2 and 9.3 above.

There may be times when an employee cannot perform all the functions of a Police Officer but may be considered eligible for limited duty, if available; provided however such duty meets the approval of the employee's attending physician.

No Police Officer will be allowed to perform limited duty unless or until he or she has received permission of his or her attending Physician. The Employer shall have the right at any time to have an independent Physician examine the Employee to determine his or her fitness for limited duty. In the event of conflicting opinions, a third Doctor shall be selected in accordance with Section 9.3 ~~selected by the Employee's attending physician shall render a controlling opinion.~~ ~~The third doctor's expenses shall be paid by the City.~~

DETERMINATION

²³ It would appear that 9.4 may deal with this concern of the Union but that aspect was not discussed during the Interest Arbitration Proceedings.

For reasons set forth in the discussion of Section 9.3, there shall be no change in the third doctor process.

Section 9.4

Present language reads:

"Limited duty shall be considered temporary in nature to continue for no longer than three months." The City proposes additional language.

"At the conclusion of the three months, the Parties shall meet and confer to determine the Employee's status and whether the Employee needs to apply for disability with the Police Pension Board. The Employer reserves the right to seek the termination of an Employee's employment based upon continuing inability to work." Existing language the City would retain makes it clear that, *"At and during the time of performance of limited duty, such limited duty shall not be counted as sick leave."*

According to Aurora, the Parties are in agreement that limited or light duty is temporary and should continue no longer than three months. There have been instances where such assignments have lasted longer, prompting the City proposal that there be a meeting when the light duty period runs out and that the parties discuss status and whether the Employee needs to apply for disability with the Police Pension Board.

DETERMINATION

Their proposal, according to a City witness, is for situations where the Officer's temporary inability to work is non work-related. There have not been three month limitations on light duty for Officers on workers compensation.

With respect to the reservation in the language, the City witness takes the position that the Employer could seek termination of employment based upon continuing inability to work at some point beyond three months. Determinations of inability to work are usually matters for the Grievance Procedure in connection with a removal from active service.

The Union maintains that the Public Employee's Disability Act provides that Officers injured in the line of duty get twelve months at full pay and an Officer cannot be fired during that period. The Union states that if the circumstances go beyond statutory protection and the individual cannot effectively perform his duties with or without reasonable accommodation, he can be terminated but his discharge would be subject to review through the Grievance Procedure.

There is no merit to the City's proposal on this issue.

SECTION 11.1 – PAID LEAVE

The current language reads:

Section 11.1 Family Sickness and Death

1. *In the event of sickness or death in the family (employee's spouse, parents, spouses parents, children, stepchildren who live at home, brother, sister), the employee shall be granted three (3) days leave of absence with pay to make necessary household adjustments, arrange medical services or to attend funeral services. Additionally, this subsection one applies in the case of death only of employee's grandparents and current step-parents.*
2. *In the event of sickness or death in the family (employee's grandparents, spouse's grandparents, bother in law, sister in law, step parent or grandchild) the employees shall be granted one (1) day leave of absence with full pay to make necessary household adjustments, arrange for medical services or to attend funeral services.*
3. *Provided further, that the employees may be granted any additional time with pay for emergency purposes in connection with death upon application to and approval of the Chief of the Department.*
4. *Employees shall not work overtime or work for another officer while under such paid leave.*
5. *The employee shall submit in writing an explanation of the circumstances surround as to why the leave was taken through his/her chain of command.*

The Employer proposes three changes in Section 11.1 dealing with family sickness and death. One objective is to achieve uniformity in administering this City wide benefit policy.

The Union would retain the status quo maintaining that the City has failed to justify the sought modifications. The Union notes that the City has changed their initial proposal since the January 2007 onset of negotiations. The parties, however, may modify previous positions in their final offers.

Aurora proposes that (1) additional time may be granted upon request of the Officer should there be unusual travel time required to attend a memorial service distant from Aurora in the event of a death in the family (2) that an employee may use such paid time for service as a pallbearer and (3) that employees who request an emergency leave for family reasons be required to submit a written explanation "*as soon as reasonably practical under the circumstances.*"

I find that proposals 1 and 3 to be reasonable liberalizations and not a restriction on the existing benefit. Proposal 2 is not only outside the scope of the existing benefit negotiated by the Union but may have adverse effects on the existing benefit.

DETERMINATION

Section 11.1(3) shall be revised to read:

Provided further, that Officers may be granted additional time off with pay for emergency purposes in connection with death upon written Application to and approval of the Chief of the Department. A copy should be provided the Union. The Application must be provided as soon as practical under the circumstances and will not have any effect upon paid time an Officer may be entitled to for benefits under this Section.

Section 11.1 (1) shall be revised to read:

In the event of sickness or death in the family (employee's spouse, parents, spouse's parents, children, step-children who live at home, brother, sister), the employee shall be granted thee (3) days leave of absence with pay to make necessary household adjustments,

arrange for medical services or to attend funeral services. This subsection is also applicable in the case of death of the employee's grandparents and current step-parents. It is also understood that additional time may be granted upon the written request of the Officer should there be unusual travel time required to attend a memorial service distant from Aurora.

The proposal to amend 11.1(1) to allow an employee to use such paid time for service as a pallbearer is not adopted.

SECTION 18.1(5) NO PYRAMIDING

Section 18.1 provides benefits for *Court time and Extra Duty*. The type of limitation the City seeks here is a modification of the previously agreed upon restriction set forth in Subsection 1.5 and captioned *No Pyramiding* which reads in relevant part.:

Officers shall not receive pay for more than one activity at the same time. Further an Officer shall not be eligible for more than one (1) minimum guarantee provided in this Section within the same time period covered by the initial minimum guarantee. Compensatory time shall not be turned in immediately prior to a Court appearance for the purpose of obtaining additional compensatory time.

The City proposes supplementary language to which the Union objects.

Should two (2) such time periods overlap (for example two standby duties) the officer shall receive only the greater of the two minimum payments provided by this agreement for the overlapping time.

There was testimony that sometimes Officers put in for two full minimums for Court Time that overlapped. For example, an Officer had sought to obtain the 4 hour minimum for answering a Kane County 9:30 A.M. call as well as another 4 hour minimum for his appearance at a 11:00 A.M. Call in DuPage. Having considered the arguments of the City and Union, I find the following additional language should be substituted for the second sentence of Subsection 1.5²⁴.

²⁴ This language is adopted with the intent that, for example, in a situation when there is attendance at Court A where the call is 9:30 AM followed by a call at Court B at

DETERMINATION

When two minimum periods overlap, an Officer shall not be paid twice for the same hours.

AWARD

Having considered the evidence in accordance with applicable statutory criteria, I have made the Determinations set forth above on each issue. The Collective Bargaining Agreement shall be modified to incorporate these Determinations and all other matters previously agreed upon by the parties.

James R. Cox
Interest Arbitrator

Issued this 8th day of April 2008.

11:00 AM, assuming each are 4 hour minimum pay situations, the Officer would be paid for a total of not more than 5.5 hours (4 hours for the 9:30 call through 1:30 and 1.5 hours for the balance of 4 hour minimum for the 11:00 call which began at 11:00 and ended at 3:00 PM. The Officer would not be paid twice for the 2 ½ hours which overlap – 11:00 through 1:30.

