

**BEFORE  
EDWIN H. BENN  
ARBITRATOR**

**In the Matter of the Arbitration**

**between**

**VILLAGE OF MIDLOTHIAN**

**and**

**TEAMSTERS LOCAL 700**

**CASE NO.:** Arb. Ref. 10.134  
(Interest Arbitration)

**RULING ON VILLAGE'S MOTION FOR SUMMARY  
JUDGMENT, OPINION AND AWARD**

Dated: October 20, 2010

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**I. BACKGROUND**

This is an interest arbitration under authority of Section 14 of the Illinois Public Labor Relations Act (“IPLRA”).<sup>1</sup> The purpose of this proceeding is to resolve remaining disputed issues between the Village of Midlothian (“Village”) and Teamsters Local 700 (“Union”) to establish the terms and conditions for the new collective bargaining agreement (“Agreement”) between the parties. The Union represents sworn police officers and detectives employed by the Village.

The hearing in this case is currently scheduled for October 22, 2010. On September 29, 2010, the Village filed a Motion to Bifurcate the Arbitration Hearing in which “[t]he Village asserts that the tentative agreement executed by the parties is controlling and therefore is requesting that the arbitrator make a determination on that issue prior to the hearing of any other issues in this matter.” The Union filed a written opposition to that motion.

From reading the Village’s Motion to Bifurcate and the Union’s response, the Village asserts that it had a collective bargaining agreement with Teamsters Local 726 for the period November 1, 2002 through October 31, 2008; in February 2009, the parties began negotiations for a successor Agreement; in January 2010, Teamsters Local 700 took over representation of the bargaining unit from Teamsters Local 726; that change caused the replacement of several members of the Union’s bargaining team; after mediation, on January 28, 2010 the parties reached a tentative agreement on all outstanding issues; a ratification vote by the bargaining unit was scheduled for February 3, 2010; that ratification vote was cancelled; and a letter from the Union steward who participated in negotiations was sent to the Village stating that “... we are suspending

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<sup>1</sup> 5 ILCS 315/14.

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any further labor negotiations ...”; a second ratification vote was scheduled for February 22, 2010; the tentative agreement was rejected by the membership; and the Village has filed unfair labor practice charges alleging that the Union was obligated to sign the tentative agreement and that a member of the Union’s bargaining committee sought to discourage members of the bargaining unit from voting for the tentative agreement.<sup>2</sup> The Union asserts that no actions were committed by its members or representatives which undermined the ratification of the tentative agreement.

By order dated October 8, 2010 (and putting aside the issues raised by the Village concerning the tentative agreement and the membership’s rejection of that agreement), I directed the parties to file their final offers in this matter. The parties did so.

On October 14, 2010, the Village filed a Motion for Summary Judgment. The Union opposes that motion.

The Village’s Motion For Summary Judgment asserts that “[u]nder Section 14(h) of the Labor Act, several statutory factors are proscribed upon which the arbitrator must base his ruling ... [and the Village] submits that its position set forth in its final offer most nearly complies with those applicable factors ....”

In order to prevail on a motion for summary judgment, the moving party (here the Village) must show that there is no genuine issue as to any material fact and that it is entitled to judgment.<sup>3</sup> Here, the Village asks that I examine the parties’ final offers under the applicable statutory factors found in Section

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<sup>2</sup> In their filings, the parties advise that there is a hearing set before the Illinois Labor Relations Board in January 2011 on the various unfair labor practices alleged by the Village.

<sup>3</sup> See *e.g.*, *Szymanski v. Rite-Way Lawn Maintenance Co., Inc.*, 231 F.3d 360, 364 (7th Cir., 2000) (“... summary judgment is proper only if there is no reasonably contestable issue of fact that is potentially outcome-determinative.”).

14(h) of the IPLRA and find that its final offer should be adopted on the issues which remain in dispute for the parties' successor Agreement.

For reasons discussed below, I agree with the Village's position and grant summary judgment based on the Village's final offer.

## **II. THE STATUTORY FACTORS**

Section 14(h) of the IPLRA lists the following factors for consideration in interest arbitrations:

(h) Where there is no agreement between the parties, ... the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (1) The lawful authority of the employer.
- (2) Stipulations of the parties.
- (3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - (A) In public employment in comparable communities.
  - (B) In private employment in comparable communities.
- (5) The average consumer prices for goods and services, commonly known as the cost of living.
- (6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
- (7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

## **III. ISSUES IN DISPUTE**

For its final offer, the Village submitted the terms of the tentative agreement reached by the parties which was voted down by the bargaining unit.

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While agreeing with a number of the items proposed by the Village, in its final offer the Union sought further changes or increased benefits than those already achieved in the tentative agreement.

The following issues remain in dispute as shown by the parties' final offers submitted in this matter:

1. Article XV, Section 15.1 - Base Wages
2. Article V, Section 5.2 - Normal Work Week and Work Day
3. Article VI, Sections 6.1 and 6.2 - Discipline
4. Article XI, Section 11.1 - Vacation Eligibility

The question here is whether the remaining disputed issues between the parties can be resolved on the basis of the Village's Motion for Summary Judgment. I find they can and I grant the Village's Motion for Summary Judgment. In doing so, I give no weight to the prior tentative agreement reached by the parties and the bargaining unit's rejection of that tentative agreement. Nor do I express any comment on the merits of the unfair labor practice charges which have been filed against the Union by the Village for not signing the tentative agreement or taking actions to undermine ratification of the tentative agreement. In this case and just applying the standards that are used for setting wages and terms and conditions of employment in interest arbitrations, no further changes beyond those already agreed to by the parties can be supported.

#### **IV. MY AUTHORITY IN THIS PROCEEDING**

This is a "final offer" interest arbitration. I am constrained by the IPLRA to select one of the parties' offers on each economic issue. Section 14(g) of the IPLRA provides that "... [a]s to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel,

more nearly complies with the applicable factors prescribed in subsection (h).”  
I therefore have no ability to compromise economic issues.

Interest arbitration is a *very* conservative process which does not impose terms and conditions on parties which may amount to “good ideas” from a party’s (or even an arbitrator’s) perspective. See my recent award in *Cook County Sheriff/County of Cook and AFSCME Council 31* (September 29, 2010) at 7-8 and cases cited therein:<sup>4</sup>

... For a party in this case to achieve a changed or new provision in the Agreements — particularly for non-economic items — the burden is a heavy one. ...

“The burden for changing an existing benefit rests with the party seeking the change ... [and] ... in order for me to impose a change, the burden is on the party seeking the change to demonstrate that the existing system is broken.”

As shown by the burdens placed on the parties to obtain changes to existing collective bargaining agreements, interest arbitration is a *very* conservative process. It would be presumptuous of me to believe that I could come up with a resolution satisfactory to the parties on these issues when the parties with their sophisticated negotiators could not do so, particularly after years of bargaining. For these issues, at best, the parties’ proposed changes were good ideas from their perspectives. However, it is not the function of an interest arbitrator to make changes to terms of existing collective bargaining agreements based only on good ideas. That is why the party seeking the change must show that the existing condition is broken and therefore in need of change.

## **V. DISCUSSION**

### **1. Article XV, Section 15.1 - Base Wages**

#### **A. The Parties’ Final Offers**

##### **(1) The Village**

May 1, 2010 - 2.50%	November 1, 2010 - 2.50%
May 1, 2011 - 2.50%	November 1, 2011 - 2.50%
May 1, 2012 - <u>2.25%</u>	November 1, 2012 - <u>2.25%</u>

All bargaining unit employees shall receive a onetime payment of ~~2.25~~ 2.5% of his current base annual salary as of the signing of the agreement ~~November 1,~~

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<sup>4</sup><http://www.state.il.us/ilrb/subsections/pdfs/ArbitrationAwards/Cook%20Co%20Sheriff%20&%20AFSCME,%20L-MA-09-003.pdf>.

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2008 on or before December 31, 2010. This amount shall not constitute a retroactive payment for purposes of calculating future salaries.

Starting salary increase to \$43,000.00. The Village maintains the ability to freeze the starting salary at this rate.

**(2) The Union**

... [A]s tentatively agreed (including signing bonus), but also including full retroactivity of a 3% wage increase for the 2008-2009 contract year (prior 1 year extension did not include any wage increase).

**B. Discussion**

The parties' predecessor Agreement expired on October 31, 2008. The contract period in this case is from November 1, 2008 through April 30, 2013.

I have issued a series of interest arbitration awards since the economy crashed in September 2008.<sup>5</sup> Because of the crash in the economy and as explained further in those awards, for setting wage rates and other economic benefits I have focused on the "[t]he average consumer prices for goods and services, commonly known as the cost of living" factor specified in Section 14(h)(5).<sup>6</sup>

According to the Bureau of Labor Statistics ("BLS"), the latest cost-of-living information ("CPI") for the contract years covered by this Agreement (commencing November 1, 2008) is as follows:<sup>7</sup>

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<sup>5</sup> *State of Illinois Department of Central Management Services (Illinois State Police) and IBT Local 726*, S-MA-08-262 (January 27, 2009); *County of Boone and Boone County Sheriff and Illinois Fraternal Order of Police Labor Council*, S-MA-08-010 (March 23, 2009); *North Maine Fire Protection District and North Maine Firefighters Association* (September 8, 2009); *State of Illinois Department of Central Management Services (Department of Revenue Illinois Racing Board) and AFSCME*, Arb. No. 5637, 6263-0104-09, (372986) (September 14, 2009); *County of Rock Island and AFSCME Council 31*, S-MA-09-072 (April 7, 2010); *City of Chicago and FOP Lodge No. 7*, (April 16, 2010); *Cook County Sheriff/County of Cook and AFSCME Council 31*, *supra*. With the exception of the *State of Illinois Department of Central Management Services (Department of Revenue Illinois Racing Board) and AFSCME* award, those awards are fully reported at the Illinois State Labor Relations Board's website found at:

<http://www.state.il.us/ilrb/subsections/arbitration/index.asp>.

<sup>6</sup> *Id.*

<sup>7</sup> For not seasonally adjusted data, access the BLS website for the BLS data bases, by going to <http://data.bls.gov/cgi-bin/surveymost?cu>, then designate year ranges for U.S. All items,  
*[footnote continued]*

**CPI From November 2008 To The Present (Not Seasonally Adjusted)**

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>2008</b>											212.425	210.228
<b>2009</b>	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949
<b>2010</b>	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439			

**CPI Month-To-Month Percentage Change November 2008 To The Present (Not Seasonally Adjusted)**

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>2008</b>											-1.9	-1.0
<b>2009</b>	0.4	0.5	0.2	0.2	0.3	0.9	-0.2	0.2	0.1	0.1	0.1	-0.2
<b>2010</b>	0.3	0.0	0.4	0.2	0.1	-0.1	0.0	0.1	0.1			

Under the Union’s offer, the employees will receive a 17.5% wage increase over the life of the Agreement along with a signing bonus of 2.5% of their current base salary — totaling 20%. In this economy, that offer must be rejected.

First, this is an economy where *deflation* — *i.e.*, the driving down of costs of goods and services — rather than *inflation* is still a concern. See Chan, “A New Quandary for the Federal Reserve: Grappling With Low Inflation”:<sup>8</sup>

A situation the Federal Reserve has long feared has come to pass: the central bank, after spending three decades taming inflation, now needs more of it ... Since the summer, Fed officials have grown increasingly worried that the United States could slip into deflation ....

In this kind of economy, the type of increase sought by the Union is just not warranted.

Second, and getting specific, using data that is known — *i.e.*, the actual CPI data from the BLS — during the first 12 months of the Agreement (Novem-

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[continuation of footnote]

1982-84=100, retrieving the data and then, if further specificity is desired, by using the link to “more formatting options” and again retrieving the data.

<sup>8</sup> The New York Times (October 17, 2010), found at:  
[http://www.nytimes.com/2010/10/18/business/economy/18fed.html?\\_r=1&scp=4&sq=deflation&st=cse](http://www.nytimes.com/2010/10/18/business/economy/18fed.html?_r=1&scp=4&sq=deflation&st=cse).

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ber 1, 2008 through October 31, 2009), the CPI increased 1.8%.<sup>9</sup> Yet, the Union seeks a 3% wage increase for that period — an increase which far outpaces the actual increase in the cost-of-living.

Third, from the commencement of this Agreement on November 1, 2008 through September 2010 (the month for latest available data from the BLS), the CPI has increased 2.8%.<sup>10</sup> As shown by the month-to-month CPI percentage changes, on a monthly basis, the upward movement of the CPI has been mostly in small steps or making no movement and even periodically dipping into negative territory. And looking at the economic forecasters, predicted CPI increases for the next several years come nowhere near to showing increases in the CPI over the life of this Agreement that would come anywhere in the range of the 20% overall increase sought by the Union over the life of the Agreement. The economic forecasts — at most — are for CPI inflation increases for the next several years in the 1% to approximately 2% per year range.<sup>11</sup>

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<sup>9</sup>  $216.177 - 212.425 = 3.752$ .  $3.752 \div 212.425 = 1.8\%$ .

<sup>10</sup>  $218.439 - 212.425 = 6.014$ .  $6.014 \div 212.425 = 2.8\%$ .

<sup>11</sup> See <http://web.rollins.edu/~wseyfried/forecast.htm> (which shows a variety of forecasted increases in economic indicators, including CPI inflation data):

Economic forecasting survey, Oct 2010 (WSJ): economic growth = 2.5% in 2010 (2.1% in second half), 2.8% in 2011; unemployment at 9.6% at end of 2010, 9% at end of 2011; inflation = 1.2% in 2010; 1.8% in 2011.

Wells Fargo Securities Economic Forecast (latest forecast: Oct 2010): economic growth = 1.7% in 3rd quarter, 2.4% in fourth quarter, 2.1% in 2011 and 3% in 2012; core PCE inflation = 1.4% in 2010, 1.1% in 2011 and 1.4% in 2012; unemployment rate rises to 9.9% in the fourth quarter of 2010; declining to 9.5% in the fourth quarter of 2011; average unemployment in 2012 = 9% (sustained job growth of 100,000+ per month begins in 2011Q1); Fed begins to raise interest rates in 2012.

Bloomberg (Oct 13, 2010): economic growth = 2.4% in 2011, 3% in 2012; core inflation = 1.2% in 2011, 1.5% in 2012; unemployment averages 9.3% in 2011 and 8.7% in 2012.

NABE forecast (Oct 2010): economic growth = 2.6% in 2010 and 2011; unemployment = 9.5% in summer 2011, 9.2% by end of 2011; core inflation = 1% in 2010, 1.4% in 2011, fed funds rate = 0.5% by end of 2011; budget deficit = \$1.2 trillion in 2011.

IMF (Oct 2010): includes global forecasts; US economic growth = 2.6% in 2010, 2.3% in 2011.

OECD forecast (see p3 - Sep 2010): economic growth = 2.6% in 2010 and 2011; unemployment rate 9.7% by end of 2010, 8.5% by end of 2011, inflation = 0.8% in 2010 and 1.1% in 2011.

*[footnote continued]*

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Recently, because of variations in their forecasts over a brief period of time, I found the economic forecasters' predictions not helpful in the setting of wages. *Cook County Sheriff/County of Cook and AFSCME Council 31, supra* at 24-30. However, that conclusion was reached because the parties were only

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[continuation of footnote]

CNN-Money survey (Sep 20): lists forecasts of key economic variables by 31 economists; average forecasts for 2011 - unemployment in Dec 2011 = 9%, economic growth = 2.8%, inflation = 1.7%.

Univ. of Michigan Economic Forecast (executive summary - Sep 17, 2010): economic growth = 1.6% in second half of 2010, 2.3% in 2011, 3.2% in 2012; core inflation (CPI) = 1% in 2010, 1.4% in 2011 and 1.7% in 2012; unemployment rate averages 9.5% in 2011 and declines to 9% by end of 2012.

Reuters Survey (Sep 8, 2010): economic growth = 1.8% in 3rd quarter, 2.1% in 4th quarter, 2.4% in 2011.

Morgan Stanley (Aug 31 2010): economic growth = 2-2.5% in second half of 2010, unemployment = 9.7% by end of 2010; economic growth = 3% in 2011.

CBO (Aug 2010): note - assumes all Bush tax cuts expire and other policy changes that are unlikely (need to make forecast assuming current policy; results in weaker forecast); economic growth (end of year comparisons) = 2.8% in 2010, 2% in 2011; unemployment = 9.3% in fourth quarter 2010, 8.8% in 2011Q4, core PCE inflation = 0.9% in 2010 and 1.1% in 2011; growth in potential GDP = 2.1% from 2010-2014 and 2.4% from 2015-2020.

Survey of Professional Forecasters (latest survey Aug 2010): economic growth = 2.9% in 2010 (2.3% in 2010Q3, 2.8% in 2010Q4), 2.7% in 2011, 3.6% in 2012, 2.6% in 2013; core inflation (PCE) = 1.1% in 2010, 1.5% in 2011 and 1.7% in 2012 (overall PCE inflation = 1.2% in 2010, 1.7% in 2011, 1.8% in 2012); unemployment rate = 9.6% in fourth quarter 2010; average unemployment rate = 9.2% in 2011, 8.2% in 2012; natural rate of unemployment = 5.8%.

Blue Chip Economic Forecast (CNBC-Aug 2010): economic growth = 2.4% in Q3, 2.7% in Q4, unemployment rate = 9.4% at end of 2010.

Associated Press Survey (July 2010): economic growth in 2010 to be less than 3%; unemployment declines to 9.5% by end of 2010, doesn't decline to 5% until at least 2015; Fed starts to raise rates in Spring 2011.

Quarterly economic survey (USA Today - July 2010): economic growth = 2.5% in second half; unemployment = 9.5% at end of 2010; don't recover jobs lost until at least 2014

OMB (July 23, 2010 - see p9): economic growth (end of year comparisons) = 3.1% in 2010, 4% in 2011; unemployment = 9.6% in 2010, 8.7% in 2011 (declines to 6% at the end of 2014); inflation = 1% in 2010, 1.6% in 2011; natural rate of unemployment = 5.2%, growth in potential GDP = 2.5%.

Fed Forecast as of June 23, 2010: economic growth = 3% to 3.5% in 2010, 3.5-4.2% in 2011 and 3.5-4.5% in 2012 (note: these are from 4th quarter to 4th quarter while other forecasts compare yearly averages); unemployment rate = 9.2 to 9.5% in 2010, 8.3-8.7% in 2011 and 7.1-7.5% in 2012 (estimates are for 4th quarter of the respective year); natural rate of unemployment = 5 to 5.3% (range = 5 to 6.3%); inflation as measured by core PCE index of 0.8% to 1% in 2010, 0.9 to 1.3% in 2011 and 1 to 1.5% in 2012.

ABA forecasting survey (June 2010 - WSJ): economic growth = 3.2% in 2010, 3% in 2011; unemployment rate declines to 8.5% by end of 2011; inflation remains low; Fed starts raising rates in 2011 (1.5% federal funds rate by end of 2011).

Livingston Survey (latest survey - June 2010): economic growth = 3.3% for the second half of 2010, 3% for the first half of 2011; unemployment rate = 9.5% in Dec 2010 and 9.1% in June 2011; inflation (CPI) = 1.8% for 2010 and 1.7% for 2011.

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1.0% in the out years of the contract and I could not rely upon forecasts to select a wage offer with such minimal difference in the parties' offers. *Id.* at 29:

In the context of predicting what will happen to the CPI in 2011 and 2012, these forecasts — all of them — are really “guesswork” and “all over the map” as testified by both sides at the hearing. With the parties only 1.0% apart in the last two years of the Agreements and the forecasters showing such a range of disparity in predictions with respect to those last two years and further considering changing statements from those who are certainly much better equipped than I am for predicting the future economic conditions and how the recovery will unfold (with sometimes fluctuating changes within those predictions), I am unable to rely upon those predictions to resolve this aspect of the dispute.

But in this case I *can* rely on the forecasters' low inflationary predictions to reject the Union's proposal which seeks an effective 20% increase for the period November 1, 2008 through April 30, 2013 which includes a signing bonus of 2.5% of the officers' current base annual salary.

Under the Village's offer, since the last Agreement expired and over the life of this Agreement, employees will receive 14.5% in wage increases added to their base salaries along with an additional 2.5% of their current base salaries as a onetime payment, for a total of 17%. In this economy and based on the cost-of-living data discussed above, that is a significant wage increase .

Based on the analysis used in this economy for setting wage and benefit rates in interest arbitrations which now places heavy focus on the cost-of-living, from what is known as of this writing, the Village's wage offer outpaces the cost-of-living and must be selected.

The Village's offer is adopted.

**2. Article V, Section 5.2 - Normal Work Week and Work Day**

**A. The Parties' Final Offers**

**(1) The Union**

The Union seeks to add provisions that patrol officers' 15 minute roll-call should count towards annual training and that detectives should not be required to attend roll call.

**(2) The Village**

The Village seeks to make no further changes to Section 5.2 (which includes changes already agreed to for increasing paid lunch from 15 minutes per day to 30 minutes per day and other changes to work shifts, days and hours).

**B. Discussion**

As discussed *supra* at IV and as I stated in *Cook County Sheriff/County of Cook and AFSCME Council 31* quoted in that discussion, “[f]or a party in this case to achieve a changed or new provision in the Agreements — particularly for non-economic items — the burden is a heavy one ... [and t]he burden for changing an existing benefit rests with the party seeking the change ... [and] ... in order for me to impose a change, the burden is on the party seeking the change to demonstrate that the existing system is broken.”

Here, the burden falls on the Union to show why, in addition to the changes already made to Section 5.2, the patrol officers should also have roll call count towards training and that detectives should be excused from roll call. Stated differently, what is “broken” about the fact that patrol officers do not have roll call counted towards training and that detectives are required to

come to roll call? No showing near the required standard has been made. The “heavy burden” on the Union has not been carried.

The Village’s offer is adopted.

**3. Article VI, Sections 6.1 and 6.2 - Discipline**

**A. The Parties’ Final Offers**

**(1) The Union**

The Union seeks to change the provisions of the predecessor Agreement’s discipline language.

**(2) The Village**

The Village opposes any further changes to the discipline process.

**B. Discussion**

As with the discussion concerning roll call, the Union has not demonstrated why the requested change is necessary.

The Village’s offer is adopted.

**4. Article XI, Section 11.1 - Vacation Eligibility**

Section 11.1 of the predecessor Agreement provided:

**Section 11.1. Eligibility.** Employees covered by this Agreement shall be eligible for paid vacation time after the completion of one (1) year of employment with the Village. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowance shall be earned as follows:

<b>Total Length of Service</b>	<b>Vacation Leave Earned</b>
0 until one year anniversary	1 week (6 days)
1 year until tenth year anniversary	2 weeks (12 days)
After 10 years until fifteenth year anniversary	3 weeks (18 days)
After 15 years of service	4 weeks (24 days)

The parties agreed in the tentative agreement that all new employees would accrue vacation as follows:

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0 until one year anniversary	40 hours accrued (but not eligible for use)
1 year plus 1 day to 5 year anniversary date	80 hours
5 years to 10 year anniversary date	120 hours
10 years to 15 year anniversary date	160 hours
15+ years	200 hours

**A. The Parties' Final Offers**

**(1) The Union**

The Union seeks to have the vacation eligibility provisions agreed to for new hires in the tentative agreement also apply to the existing members of the bargaining unit.

**(2) The Village**

The Village does not seek to extend the vacation eligibility provisions for new hires to current employees.

**B. Discussion**

It must be assumed that by seeking to have the vacation eligibility provisions for new hires also extended to the current members of the bargaining unit the Union seeks an additional economic benefit for the currently employed officers. Section 14(h)(6) of the IPLRA looks to “[t]he overall compensation presently received by the employees, including direct wage compensation, [and] vacations ....” As discussed *supra* at V(1), the Village’s wage offer adopted by this award is a significant one in an economy which is struggling to get back on its feet and showing slow upward inflationary movement. Given the overall economic increases already achieved by the Union for the bargaining unit, there is no reason to add additional economic benefits by increasing the vacation benefit.

The Village’s offer is adopted.

**VI. INCORPORATION OF TENTATIVE AGREEMENTS AND RETENTION OF JURISDICTION**

All other matters tentatively agreed to by the parties and not discussed in this award are incorporated into this award. This matter is now remanded to the parties for the drafting of the Agreement consistent with this award. With the consent of the parties, the undersigned will retain jurisdiction to resolve disputes, if any, which may arise concerning formulation of the contract terms for the Agreement.

**VII. CONCLUSION AND AWARD**

Based on the above, the following award is entered:

1. Article XV, Section 15.1 - Base Wages

Village's offer adopted.

2. Article V, Section 5.2 - Normal Work Week and Work Day

Village's offer adopted.

3. Article VI, Sections 6.1 and 6.2 - Discipline

Village's offer adopted.

4. Article XI, Section 11.1 - Vacation Eligibility

Village's offer adopted.

The Village's Motion for Summary Judgment is therefore granted. The hearing set for October 22, 2010 is cancelled.



Edwin H. Benn  
Arbitrator

Dated: October 20, 2010