

**BEFORE
EDWIN H. BENN
ARBITRATOR**

In the Matter of the Arbitration

between

VILLAGE OF RICHTON PARK

and

ILLINOIS FOP LABOR COUNCIL

CASE NOS.: S-MA-13-229
Arb. Ref. 14.231
(Interest Arbitration)

ORDER

Upon presentation of the parties' arguments and evidence, it is hereby found and ordered that the terms of the parties' 2013-2016 collective bargaining agreement shall be as follows:

1. Wages

Effective	Percent Increase
5/1/13	2.0%
11/1/13	1.0%
5/1/14	2.0%
11/1/14	1.0%
5/1/15	2.0%
11/1/15	1.0%

Wages are fully retroactive on all compensable hours for all employees on the payroll as of the date of this Order or who resigned in good standing after May 1, 2013.

2. Health Insurance

- a. Employees who are currently on the Village's PPO plan may opt to receive a one-time payment of \$1,500 in conjunction with the retroactive wage payment. Such employees who take the one-time payment will not be eligible for the Section (b) incentive payment.
- b. Employees who are currently on the Village's PPO plan who (1) do not take the \$1,500 payment described in Section (a); and (2) opt for HMO coverage at the first available open enrollment opportunity after the date of this Order shall receive a \$2,000 incentive payment. This payment will also be made to those employees who switched from PPO to HMO during the Fall 2014 open enrollment period. In the event an employee returns to PPO coverage during the term of the Agreement the employee will repay the Village the \$2,000 incentive payment.
- c. If a PPO officer foregoes the \$1,500 payment but declines to opt for HMO coverage following open enrollment, the employee will be entitled to the Section (a) payment.
- d. The payments provided for in this paragraph shall be on a one-time basis and shall not be considered as the *status quo* for future collective bargaining or interest arbitration proceedings between the parties.
- e. The Union shall withdraw the pending insurance grievance with prejudice.

3. Discipline

Only the Police Chief shall impose discipline. All disciplinary actions are subject to the grievance procedure and arbitration except that oral and written reprimands can only be processed to Step 4 and not arbitration.

4. Longevity

The Village's position that the 12% increases in longevity found in Section 25.1(b) should be removed from the Agreement is not decided as the impact during the term of this Agreement is hypothetical. The parties' positions

are not waived for future disputes concerning the propriety of inclusion of the longevity increase language in future agreements.

5. Tentative Agreements

Tentative agreements previously reached by the parties are incorporated into this Order.

6. Retained Jurisdiction

This matter is now remanded to the parties to draft language consistent with this Order. The undersigned will retain jurisdiction to resolve disputes concerning the final language of the Agreement or any other disputes agreed by the parties.

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

Edwin H. Benn
Arbitrator

Dated: December 9, 2014