

**ILLINOIS LABOR RELATIONS BOARD
INTEREST ARBITRATION
BEFORE ARBITRATOR BRIAN CLAUSS**

VILLAGE OF NILES,)	
)	
Employer)	
)	
And)	
)	Case No. S-MA-15-112
)	(Clerical/support staff unit)
AFSCME, COUNCIL 31,)	
)	
Union)	

ARBITRATOR’S AWARD

This matter came before the Neutral Arbitrator on August 20, 2015 for a hearing conducted at the Village Hall offices of the Village of Niles. After having reviewed the evidence, the respective positions of the Union and the Employer, proposed resolutions and the relevant statutory factors, it is hereby found and ordered that the terms of the parties’ FIRST collective bargaining agreement:

1. **DURATION:**

Four years (May 1, 2013 through April 30, 2017).

2. **PERCENTAGE WAGE INCREASES:**

The following across the board increases in base wage rates will be provided to covered employees who are employed on the date(s) indicated:

EFFECTIVE MAY 1, 2013 – 2%

EFFECTIVE MAY 1, 2014 – 2%

EFFECTIVE MAY 1, 2015 -- 2.5%

EFFECTIVE MAY 1, 2016 – 2.5%

3. **RETROACTIVITY:**

The wage increases referenced in Paragraph 2 above shall be retroactive to May 1, 2013 for employees who are employed as of the date of this Arbitration Award and the date(s) indicated.

4. **NEW STEP KK/STEP PAY PLAN:**

a. The Step Pay Plan previously in effect will continue, including the step increase movement that is effective for eligible employees on May 1st, when applicable.

b. A new Step KK shall be added to the Plan effective 5/1/16 (equal to 2.5%) for eligible employees who have completed ten (10) years of employment. This KK step is applicable on May 1st following the employee's tenth completed year of employment.

5. **EQUITABLE ADJUSTMENT/SIGNING BONUS:**

Each covered employee who is employed on the date of the issuance of the Arbitrator's Award will receive a lump sum "signing bonus" equal to SIX HUNDRED DOLLARS and No Cents (\$600), minus legally required deductions.

6. **CALL BACK PAY:**

An employee who is called back to work outside of his/her regularly scheduled shift or on his/her scheduled day(s) off shall be paid a minimum of two (2) hours pay at one and one-half the employee's regular rate of pay. If the employee has been called back to take care of an emergency, the Employer shall not require the employee to work for the entire two (2) hour period by assigning the employee extra non-essential work. An employee in transit who is called and notified his services are no longer needed, shall be paid a minimum one (1) hour of pay at the applicable rate. An employee who is asked to perform work outside his/her regularly scheduled shift at times which immediately precede or follow the employee's scheduled shift are not eligible for the call-back pay but will receive overtime compensation for the additional time worked.

7. **PERSONAL DAY:**

The Village's final offer is adopted, under which there will not be an increase in the number of paid personal days from one to two.

8. **VILLAGE DESIGNATED HOLIDAYS:**

The designated holidays set forth in the 2015 version of the Employee Handbook shall remain in effect.

9. **COMPUTATON OF HOLIDAY PAY:**

For any Village designated holiday arising after the date of this Arbitration Award, the following will govern:

Any covered employee who is regularly scheduled to work a twelve (12) hour shift shall receive eight (8) hours of straight time pay for each of the designated holidays listed (with a minimum of eighty (80) hours of paid holiday time during each full year worked). At the option of the eligible employee, in lieu of eight (8) hours of straight time pay referenced in the prior sentence, the employee may receive compensatory time off for the designated holidays which will be computed on a one-and-one half rate basis for each of the designated holidays (for a total of twelve (12) hours of compensatory time per designated holiday listed).

10. **FUTURE HOLIDAYS:**

The Union's final offer is adopted which provides: "If the Employer declares any additional dates as Village observed holidays for those employees not covered by a collective bargaining agreement, such date(s) shall be considered holiday(s) for the covered employees."

11. **HEALTH INSURANCE:** the Village's final offer is adopted, under which:

a. There will be no change in the existing plan design, deductible, premium co-payment amounts, etc. to participate in the Village's group health insurance and life insurance plans (subject to the remaining plan details) through and including April 30, 2017, and such a change will occur only if it is Village-wide, except if one or both of the International Brotherhood of Teamsters bargaining units make(s) a demand for interest arbitration.

b. Additionally, covered employees will have their co-premium percentage amount REDUCED from status quo of fifteen percent (15%) to thirteen percent (13%) during the period from 5/1/15 through 4/30/16.

c. The employee's co-premium payment amount will return to fifteen (15%) for the plan year that begins on 5/1/16.

12. **CERTIFICATION PREMIUM PAYMENT**

As reflected in the parties' tentative agreement dated 10/29/14, the stipends in effect prior to the certification of the bargaining unit shall remain in effect during the term of this Agreement. Additionally, effective 5/1/16, a NEW stipend equal to Five Hundred Dollars and No Cents (\$500) will be payable on an annual basis to recognize the unique skills and qualifications of the individual who is presently assigned to the position of "Health Inspector".

13. **TRANSLATOR STIPEND:**

The Village's final offer is adopted, under which there will be no translator stipend pay. Provided, however, it is understood and agreed that the covered employees will not be required to serve as a designated translator as a condition of employment with the Village.

14. **SICK LEAVE USAGE:**

The Union's final offer is adopted under which the Sick Leave Usage language contained in the 2015 version of the Employee Handbook shall govern. Provided, however, the following two additional sentences shall be incorporated into the Agreement:

“Medical and dental appointments must be pre-approved by the Department Heads 48 hours in advance. Department Heads may require that the employee provide proof that they attended their medical or dental appointment.”

15. **EMPLOYEE HANDBOOK:**

The Union's final offer is adopted, under which the Employee Handbook that was approved on June 24, 2014 by the Village Board (and as modified and distributed during 2015) shall be applicable to the covered employees during the term of this Agreement. Any changes made to the following benefits referenced in the Handbook following the date of this Award and prior to April 30, 2017 shall not apply to the covered employees: (a) Health Club Membership; (b) Perfect Attendance Award; (c) Service Credit Award; (d) Longevity Pay; (e) Educational Assistance; (f) Pregnancy Related Absence; (g) FMLA; (h) Personal Leave; (i) School Visitation Leave; (j) Domestic Violence Victims' Leave; (k) Time off to Vote; and (l) Limited Duty.

16. **TENTATIVE AGREEMENTS:**

All tentative agreements reached by the parties and initialed by authorized representatives of both parties during negotiations shall be incorporated into the terms of this Award.

17. This matter is now remanded to the parties to draft contract language consistent with the terms of this Award. The undersigned will retain jurisdiction to resolve disputes which may arise out of the drafting of that language.

Date of AWARD: October 2 , 2015

Respectfully submitted,

By: 
_____ **BRIAN CLAUSS, Arbitrator**