

IMPASSE ARBITRATION AWARD

In The Matter Of The Impasse Arbitration	}
Between	
THE CITY OF LOCKPORT	
And	
THE LOCKPORT POLICE UNION, AMERICAN FEDERATION OF TEACHERS LOCAL 604	

ARBITRATION BOARD

Albert A. Epstein, Chairman  
 Ronald L. Caneva, City Member  
 Dianne Jones, Union Member

THE PROCEEDINGS

The above parties, coming to an impasse in connection with certain items in their Labor Relations Agreement negotiations, submitted the matter to the above panel for resolution under the terms of the Illinois Public Relations Act and Section 1230.40 of the Illinois State Labor Relations Board Impasse Resolution Rules.

A Hearing on the matter was held at the Lockport City Hall on July 30, 1986. Both parties were represented and fully heard, testimony and evidence were received, a transcript of the proceedings was taken and both parties made oral closing arguments.

APPEARANCES

For The City of Lockport:

Mr. John T. Weise	Counsel
Mr. Gordon McCluskey	City Administrator
Mr. Robert P. Miller	Chief of Police

For The Union:

Mr. J. Dale Berry	Counsel
Mr. James J. Antole	Vice President

DISCUSSION AND AWARD

It was stipulated by the parties that under the terms of the applicable statutes, retroactivity is available only to July 1, 1986. It was further stipulated that under the terms of the governing statutes, the Board of Arbitration is authorized only to select which of the last offers both parties, on each item in dispute, is to be recommended. The parties have been negotiating contract terms since the termination of their prior contract on June 30, 1985, so that the current contract may become effective on that date, but as stated above, no economic benefits may be instituted prior to July 1, 1986.

The parties have agreed that step increases under the salary schedule in existence under the terms of the expired contract may be placed into effect for the year 1985 and thereafter and it is noted that no one has received any step increases

since the termination of the prior Agreement. It was also stipulated by the parties that the bargaining unit includes every member of the Police Department except the Chief of Police. The final offers of the parties on the various items which remain in dispute are as follows:

Final Offers

Wages

City:	8½% effective July 1, 1986
	4½% effective January 1, 1987 Not compounded
Union:	8½% effective July 1, 1986
	4½% effective January 1, 1987 Compounded

Terms of Contract

City:	2-year contract - July 1, 1985 to June 30, 1987
Union:	3-year contract - July 1, 1985 to June 30, 1988 11% additional wage increase (compounded) effective July 1, 1987; parties to negotiate distribution of increase

Clerks (Red Lined Wages)

City:	Rumple: \$1,000.00 increase effective July 1, 1986
	Fisher: \$ 400.00 increase effective July 1, 1986
Union:	Rumple: \$1,000.00 increase effective July 1, 1986
	Fisher: \$1,000.00 increase effective July 1, 1986

### Holidays

City: Retain present 9 holidays  
Union: Add 10th. holiday on Martin Luther King's birthday

### Sick Leave (Article 10, Section 1A)

City: Retain present language  
Union: Add "parents" to list of members of "employees' immediate family"

Sick leave may also be used for not more than 15 days in one calendar year.

Fifteen (15) days of sick leave may be used in one calendar year in the event of serious illness, disability or injury of a spouse, child or dependent.

Ten (10) days of sick leave may be used in one calendar year in the event of serious illness, disability or injury to a parent.

If an employee desires to use sick leave for serious illness, disability or injury to a parent, he/she shall request approval of the Chief of Police, such approval shall not be unreasonably withheld.

### A W A R D

The Board of Arbitration has examined the testimony, evidence and arguments of the parties. Comparable data in the City of Lockport Agencies and in other communities, presented by the parties, have been examined and compared. The evidence and arguments of the parties with reference to the financial ability of the City and the Real Property and Sales Tax data have been considered. The present status of the Lockport Police' wages have been compared with wages of police and other public law enforcement agencies in the various comparable communities.

Based upon our review of the above data and in accordance with the statutory restrictions which require us to accept one or the other of the final offers submitted by the parties, we make the following Award:

Wages

We accept the final offer of the Union as set forth above.

Terms of Contract

We accept the final offer of the City as set forth above.

Clerks (Red Lined Wages)

We accept the final offer of the Union as set forth above.

Holidays

We accept the final offer of the City as set forth above.

Sick Leave (Article 10, Section 1A)

We accept the final offer of the City as set forth above.

BOARD OF ARBITRATION

  
\_\_\_\_\_  
Albert A. Epstein, Chairman

(concur)  (dissent) \_\_\_\_\_  
\_\_\_\_\_  
Ronald L. Caneva, City Member

(concur)  (dissent) \_\_\_\_\_  
\_\_\_\_\_  
Dianne Jones, Union Member

