
IN THE MATTER OF THE INTEREST ARBITRATION

BETWEEN

EMPLOYER
TOWN OF CICERO
CICERO, ILLINOIS

AND

UNION
FRATERNAL ORDER OF POLICE,
IND.; LODGE NO. 2

ISLRB S-MA-87-40

FINDINGS AND AWARD

PURSUANT TO

ILLINOIS PUBLIC LABOR RELATIONS ACT
(Supp. to Ill.Rev.Stat. 1985 ch. 48, par. 1601 et. seq.)

RENDERED BY:

GEORGE EDWARD LARNEY
Impartial Arbitrator and
Neutral Chairman
Interest Arbitration Panel
29 South LaSalle Street
Suite 800
Chicago, Illinois 60603
(312) 444-9565

DATED: Tuesday, August 11, 1987

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INTEREST ARBITRATION

RENEWAL CONTRACT
THREE (3) ECONOMIC
ISSUES

FINDINGS AND AWARD

PRELIMINARY INFORMATION

MEMBERSHIP OF INTEREST ARBITRATION PANEL

IMPARTIAL ARBITRATOR AND NEUTRAL CHAIRMAN

GEORGE EDWARD LARNEY
Labor Arbitrator and Mediator
29 South LaSalle Street, Suite 800
Chicago, Illinois 60603
(312) 444-9565

PARTISAN MEMBERS

EMPLOYER DELEGATE

GERALD B. RESNICK
Town Collector & Member,
Board of Trustees
TOWN OF CICERO
4937 West 25th Street
Cicero, IL 60650
(312) 656-3600

UNION DELEGATE

RICHARD J. DOWNS
Field Representative
ILLINOIS FRATERNAL ORDER
OF POLICE LABOR COUNCIL
7326 West Harrison Street
Forest Park, IL 60130
(312) 366-2125

ADVOCATE APPEARANCES

EMPLOYER

STEVEN C. FILIPOWSKI
Town Attorney
TOWN OF CICERO
4937 W. 25th Street
Cicero, IL 60650
(312) 656-3600

UNION

JOEL A. D'ALBA
Attorney
ASHER, PAVALON, GITTLER
AND GREENFIELD, LTD.
Two North LaSalle Street
Chicago, IL 60602
(312) 263-1500

STATUTORY AUTHORITY TO CONDUCT PROCEEDINGS

Illinois Public Labor Relations Act
(Ill. Rev. Stat. 1985, ch. 48, par. 1601 et. seq.)
Title 80: Public Officials and Employees
Subtitle C: Labor Relations
Chapter IV: Illinois State Labor Relations Board/
Illinois Local Labor Relations Board
Part 1230 Impasse Resolution
Subpart B: Impasse Procedures for Protective Service Units
Section 1230.90 Conduct of the Interest Arbitration Hearing
(Part repealed, new Part adopted at 11 Ill. Reg. _____
effective March 27, 1987)

LOCATION OF HEARING

Town of Cicero Court Room
4937 West 25th Street
Cicero, Illinois 60650

PERSONS IN ATTENDANCE AT HEARING

FOR THE EMPLOYER

DENNIS E. BOTH
Assistant Town Attorney

FOR THE UNION

MARK DORKO
President, FOP Lodge 2
& Member Negotiating
Committee

ANTHONY INIQUEZ
Vice President, FOP Lodge 2
& Member Negotiating
Committee

PERSONS IN ATTENDANCE AT HEARING (cont.)

FOR THE EMPLOYER

FOR THE UNION

JOHN KRZYZOWSKI
Treasurer, FOP Lodge 2
& Member Negotiating
Committee

GERALD NUDERA
Secretary, FOP Lodge 2
& Member Negotiating
Committee

COURT REPORTERS

LOIS DAMITZ (July 16, 1987 HEARING)
PATRICIA R. MARZANO (July 21, 1987 HEARING)
SUPERIOR REPORTING SERVICE
188 West Randolph Street, Suite 2100
Chicago, Illinois 60601
(312) 782-6363

CHRONOLOGY OF RELEVANT EVENTS

Written Request by Union to Employer to Commence Contract Negotiations	July 10, 1986
Negotiations Commenced	August 19, 1986
Request by Union for Mediation	November 17, 1986
Mediation Commenced	January 8, 1987
Mediation Terminated	February 17, 1987
Union Filed Request to Illinois State Labor Relations Board for Interest Arbitration	March 30, 1987
Written Notification From Illinois State Labor Relations Board Dated May 13, 1987 to Arbitrator Apprising of His Selection by the Parties to Serve as Neutral Chairman of the Interest Arbitration Panel and His Appointment to that Position by the I.S.L.R.B.; Received by the Arbitrator	May 15, 1987

CHRONOLOGY OF RELEVANT EVENTS (cont).

Written Request by Union to Arbitrator Dated May 22, 1987 for Issuance of Subpoena to Obtain Various Official Town of Cicero Documents Necessary for the Preparation of Its Case at the Interest Arbitration Hearing Scheduled for June 3, 1987 by Mutual Agreement of the Parties; Received by the Arbitrator	May 22, 1987
Union's Requested Subpoena Signed, Issued and Delivered by Arbitrator	May 27, 1987
Written Notification to Parties by the Arbitrator Rescheduling the Interest Arbitration Hearing to Date of July 14, 1987	June 16, 1987
Union Filed Unfair Labor Practice Charge Against Employer With the Illinois State Labor Relations Board (Case No. S-CA-87-125) Alleging Employer Had Effectuated Unilateral Changes in Working Conditions During Bargaining, Specifically Changes in Working Hours and Rescission of a Past Practice Relating to Being Excused From Working on a Holiday	June 18, 1987
Union Amended an Unfair Labor Practice Charge It Initially Filed Against Employer With the Illinois State Labor Relations Board (Case No. S-CA-87-97) on March 30, 1987 Alleging Employer Attempted in Mediation to Rescind A Tentative Agreement Reached Prior to November 17, 1987 Relative to the Sick Leave Provision	June 29, 1987
Interest Arbitration Commenced: At Suggestion of Neutral Chairman, Parties Agreed to Enter Into Mediation Under His Auspices to Settle Unresolved Contract Issues as well as the Two (2) Outstanding Unfair Labor Practice Charges	July 14, 1987
Mediation Sessions Held	July 14, 15, 16, 1987
Interest Arbitration Hearing Convenes: Parties Unable to Resolve All Outstanding Issues in Mediation	July 16, 1987
Mediation Resumed In Final Attempt to Resolve Remaining Issues	July 21, 1987

Interest Arbitration Hearing Reconvened and Hearing Concluded	July 21, 1987
Transcript of 75 Pages Received by the Arbitrator	July 24, 1987
Case Record Closed Upon Receipt of Transcript	July 24, 1987

STIPULATIONS

1. Parties agree to invoke their right under Section 14(j) of the Illinois Public Labor Relations Act and stipulate that notwithstanding other provisions of Section 14(j), the Arbitrator shall have the authority to enter an Award involving retroactive wage increases for the 1987 fiscal year. (See Transcript of proceedings, pp. 61-62).
2. Parties stipulate that the agreement reached in mediation on Sick Leave, attached hereto as Appendix 3, resolves, in all respects, the allegations set forth in the Unfair Labor Practice charge filed by the Union against the Employer identified as ISLRB Case No. S-CA-87-97. It is understood said mutual agreement on Sick Leave has caused the Union to withdraw Case No. S-CA-87-97 from the Illinois State Labor Relations Board's consideration.
3. Parties stipulate that the agreement reached in mediation on Work Shift Committee, attached hereto as Appendix 4, resolves, in all respects, the allegations set forth in the Unfair Labor Practice charge filed by the Union against the Employer identified as ISLRB Case No. S-CA-87-125. It is understood said mutual agreement on Work Shift Committee has caused the Union to withdraw Case No. S-CA-87-125 from the Illinois State Labor Relations Board's consideration.
4. Parties agree to grant the Interest Arbitration Panel the authority to select the final offers on a package basis rather than on an item by item basis.

MEDIATION

At the behest of the Impartial Arbitrator and Neutral Chairman of the Interest Arbitration Panel, the parties entered into mediation in one last attempt to resolve all remaining issues in dispute. From this mediatory process, the parties were successful in reaching accord on five (5) essentially non-economic issues, all of which however, when considered together, are recognized to have an economic impact, on balance, generally favorable to the Employer due to the alleviation of certain economic burdens borne by the Employer in the past. These mutually agreed upon issues are contained herein and attached hereto as Appendices 1 through 5. Specifically,

- Appendix 1. Work Related Injury
- Appendix 2. Sick Time
- Appendix 3. Sick Leave
- Appendix 4. Work Shift Committee
- Appendix 5. Residency

ISSUES AT IMPASSE

Presentations at the arbitral hearings revealed there was no dispute between the parties regarding either the specific number of issues at impasse or their respective substantive positions relative to same. According to the evidence adduced, the following constituted the issues to be determined by the Interest Arbitration Panel.

I. Wages

- A. January 1, 1987
- B. January 1, 1988
- C. January 1, 1989

II. Clothing Allowance

- A. Detective
- B. Uniform Personnel

III. Educational Incentive

- A. Bachelor's Degree
- B. Associate Degree

All three (3) of the aforesaid issues are deemed by the Interest Arbitration Panel to be economic items pursuant to Title 80: Subtitle C: Chapter IV: Part 1230: Subpart B, Section 1230.90, Subsection O(1) of the Illinois Public Labor Relations Act. The Panel, based upon agreement by the parties, will rule on a package basis as to which of the final offers it will select.

FINAL OFFERS

UNION POSITION

I. WAGES

- A. JANUARY 1, 1987 - 5.5% increase to base pay.
 - . Base Pay as of 1/1/87 = \$26,884.00
 - . Overtime and Court Time thus far earned in Fiscal Year 1987 prior to implementation of this Award, to be recomputed at the increased wage rate
- B. JANUARY 1, 1988 - 7.0% increase to base pay.
 - . Base Pay as of 1/1/88 = \$28,765.00
- C. JANUARY 1, 1989 - 6.0% increase to base pay.
 - . Base Pay as of 1/1/89 = \$30,489.00

II. CLOTHING ALLOWANCE

- A. DETECTIVES
 - . \$350.00 per year for each of the three (3) years of the Contract
- B. UNIFORM PERSONNEL
 - . \$100.00 per year for each of the three (3) years of the Contract

III. EDUCATIONAL INCENTIVE

- A. BACHELOR'S DEGREE
 - . \$600.00 per year for each of the three (3) years of the Contract
- B. ASSOCIATE DEGREE
 - . \$300.00 per year for each of the three (3) years of the Contract

EMPLOYER POSITION

I. WAGES

- A. JANUARY 1, 1987 - 5.0% increase to base pay.
- B. JANUARY 1, 1988 - 6.0% increase to base pay.
- C. JANUARY 1, 1989 - 6.0% increase to base pay.

II. CLOTHING ALLOWANCE

A. DETECTIVES

- . \$350.00 per year for each of the three (3) years of the Contract

B. UNIFORM PERSONNEL

- . no allowance

III. EDUCATIONAL INCENTIVE

A. BACHELOR'S DEGREE

- . \$500.00 per year for each of the three (3) years of the Contract

B. ASSOCIATE DEGREE

- . \$250.00 per year for each of the three (3) years of the Contract

FINDINGS

Based on the assessment of all economic data submitted before the Interest Arbitration Panel by both parties and pursuant to the Panel's charge under Section 14(h) of the Illinois Public Labor Relations Act and Chapter IV, Part 1230, Subpart B, Section 1230.100, Rules and Regulations, Illinois State Labor Relations Board and Illinois Local Labor Relations Board, the Panel makes the following findings:

1. Numerous economic comparisons of the relative standing between the Town's Police Force with other police forces similarly situated, that is, of the same size and in communities with similar demographics, reveal that the base salary and overall compensation paid to the Town police force is near the bottom and that even a wage increase of the magnitude being sought by the Union will not elevate, but will merely maintain, their relative standing.
2. Notwithstanding the Employer's various arguments all of which are directly related to the Town's ability to pay, the Panel is persuaded by its review of the evidence in its entirety, that there are specific measures in progress that will improve the Town's economic standing during the three (3) year term of the Collective Bargaining Agreement here being decided and that such measures should be sufficient to provide the necessary revenue required to fund the increases here being sought by the Union.
3. The gap between the final offers proffered by the parties is not so substantial as to prevent the Town from making necessary budget adjustments to accommodate the larger increase sought by the Union, if anticipated revenue cited in Point 2 above is not forthcoming.

A W A R D

Based on the findings set forth in the preceding Findings Section, the Panel rules to select the Union's final offer.

There being no further issues at impasse, the Members of the Interest Arbitration Panel declare these proceedings closed and orders that this Award be implemented by the parties at once.

IT IS SO ORDERED.

CONCURRING

Gerald B. Resnick

DISSENTING

GERALD B. RESNICK
Employer Delegate

Richard J. Downs

CONCURRING

DISSENTING

RICHARD J. DOWNS
Union Delegate

George Edward Larney

GEORGE EDWARD LARNEY
Impartial Arbitrator and
Neutral Chairman
Interest Arbitration Panel

29 South LaSalle Street
Suite 800
Chicago, Illinois 60603
(312) 444-9565

August 11, 1987

SUBSCRIBED AND SWORN to before me this 11th day
of August, 1987.

OFFICIAL SEAL
ELAINE KOVACS
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXP. APR. 3, 1991

Elaine Kovacs

NOTARY PUBLIC

APPENDIX 1

WORK RELATED INJURY

Any employee absent from work due to a work related injury shall be maintained on full pay during such absence for the first thirty calendar days thereof. On the thirty-first calendar day, the employee will be shifted from the Town's payroll to the Town's Workers Compensation Program.

Light duty assignments identified below will be assigned on the basis of seniority, as they are available. There shall be no permanent light duty assignments. Any employee assigned to light duty will be expected to return to full active duty immediately upon his recovery from injury.

Any disputes concerning an order by the employer or a request by the employee to place an employee on light duty, to return an employee to full service and regular duty from light duty or medical leave status shall be resolved in accordance with this paragraph. The employee shall be examined by a physician chosen by him, and a physician chosen by the Town of Cicero. Should the physicians fail to concur that the employee is fit to return to light duty or to return to regular duty, then the employee will be examined by a third physician to be agreed upon by the parties hereto. The decision of the physician so chosen shall control.

The light duty positions to which employees may be assigned as available are: radio operator; desk officer; records clerk.

APPENDIX 2

SICK TIME

In the event an employee is unable to work due to illness, he must inform his supervisor prior to the start of the scheduled work day. Failure to inform the supervisor each day of absence, or agreed intervals in the case of an extended illness, will result in loss of pay. Employees will comply with such reporting rules as may be established by the Police Chief.

The Town retains the right to take corrective steps to deal with abuse of sick leave or if an employee has prolonged and/or frequent and regular absences which hinder the conduct of his/her responsibilities. Such corrective steps may include medical consultations, informal or formal disciplinary action, including dismissal.

Any employee who is absent due to illness on the day immediately preceding or immediately following a holiday or regular day off, may be required to undergo an examination by a physician employed by MacNeal Health Stop and whose services are paid by the Town.

APPENDIX 3

SICK LEAVE

Employees who have been appointed to the position of patrol officer prior to January 1, 1985, shall have and accrue sick days effective January 1, 1987, as follows:

a) A short-term sick leave bank shall be established with a base allotment of twelve (12) days. During the first year of this agreement, sick days will be earned at the rate of one (1) day per month. Thereafter, sick days will be earned at the rate of one-half (1/2) day per month, or a maximum of six (6) per year, to a maximum accumulated bank of forty-eight (48) days.

b) A long-term sick leave bank shall be established with a base allotment of twelve (12) days to be used only in conjunction with a long term serious illness as defined by the _____ . After reaching the maximum bank of forty-eight (48) sick days pursuant to the terms of paragraph (a) above, each such employee may accumulate additional sick days in the long-term bank at the rate of one-half (1/2) day per month to a maximum of six (6) days per year, with a maximum accumulation of thirty (30) total days. Such accumulation shall occur only after the employee has reached the maximum of forty-eight (48) sick days in the short-term bank, and only in a year in which he/she has had perfect attendance.

c) For employees appointed on or before January 1, 1985, the Town will buy back sick days accumulated in the long term sick leave bank, by allowing early retirement, on a day for day basis over and above the base allotment of twelve (12) days.

All employees appointed on or after January 1, 1985 shall have and accumulate sick days as follows:

a) A short-term sick leave bank shall be established with a base allotment of twelve (12) days. During the first year of this agreement, sick days will be earned at the rate of one (1) day per month. Thereafter, sick days will be earned at the rate of one-half (1/2) day per month, or a maximum of six (6) per year, to a maximum accumulated bank of forty-eight (48) days.

b) Each such employee may accumulate sick days in a long-term sick leave bank to be used for long term serious illness as defined by the _____ after reaching the maximum permitted accumulation of forty-eight (48) days under paragraph (a) above, in a perfect attendance year, at the rate of one-half (1/2) day per month, to a maximum of six (6) days per year and a maximum accumulation of thirty (30) days.

c) For any such employee the Town will buy back sick days accumulated in the long term bank by allowing early retirement, on a day for day basis, to a maximum of 30 days.

Any person appointed to a probationary position on or after the effective date of this agreement shall be awarded no sick leave bank, either short or long-term, but shall earn sick days, both short and long term, in accordance with the formula set out hereinabove.

No long-term sick leave days may be used until all short-term sick leave days available to any employee hereunder have been exhausted.

APPENDIX 4

WORK SHIFT COMMITTEE

In consideration of mutual promises and covenants set out herein to resolve unfair labor practice charges for which a complaint has been issued by the Illinois State Labor Relations Board in Case No. S-CA-87-125, the Illinois Fraternal Order of Police Labor Council, Inc., charging party and Town of Cicero, respondent agree as follows:

1. The complaint for hearing in the above-captioned case alleges, inter alia, that after commencement of an arbitration hearing invoked under Section 14 of the Illinois Public Labor Relations Act, the Town of Cicero unilaterally changed the work shifts of detectives and patrol officers from ten (10) hour days to eight (8) hour days and cancelled the right of employees to be excused from working on the holiday, July 4, 1987.

2. The charging party and respondent agree to resolve these allegations as follows:

a) A six (6) member committee consisting of an equal number of representatives from each party will be formed no later than August 1, 1987; the committee will be known as the Work Shift Committee.

b) The committee members will be responsible to research, develop and recommend the implementation of a plan for ten (10) hour permanent shifts for detectives and patrol officers.

c) The respondent's representatives on this committee will make a good faith effort to implement the plan described in paragraph (b) above.

d) The committee will complete its deliberations and meetings within 90 days and will make a good faith effort to recommend implementation of such a plan to last for at least six (6) months.

e) If the employer demonstrates in good faith that the plan, if implemented, has impaired the efficiency of the police department's operation, the plan will not be renewed.

3. Upon execution of this agreement the charging party will withdraw the unfair labor practice charge.

4. The employer upon execution of this agreement does not admit to having violated the statute as alleged in the unfair labor practice.

5. The terms of this agreement shall be monitored by Arbitrator, George E. Larney. If the employer fails to meet at regular intervals and fails to follow the good faith commitments of this agreement, the Arbitrator shall have authority to convene a hearing and determine whether the good faith commitments were followed and whether the employees should work under a four day ten hour day, permanent shift plan. In determining these two issues, the Arbitrator shall rely upon Section 10(a)(4) and 14(1) respectively of the Illinois Public Labor Relations Act (Ill. Rev. Stat. 1985, ch. 48, par. 1601 et. seq.). The Arbitrator's

decision shall be subject to review only by judicial review under Section 14(k) of the Illinois Public Labor Relations Act (Ill. Rev. Stat. 1985, ch. 48, par. 1601 et. seq.).

APPENDIX 5

RESIDENCY

The Town of Cicero reserves the right to adopt a residency rule for employees covered by this collective bargaining agreement subject to bargaining with the Lodge about the decision and effects of such a rule and provided further, that no such rule, if adopted and agreed upon, shall be enforced unless it is uniformly applied to all employees and officers of the Town, except where such employment requires technical training, knowledge or special expertise. Any language herein to the contrary notwithstanding, the Town reserves its right not to submit the issue of residency to arbitration pursuant to 48 Ill. Rev. Stat 1985, sec. 1614(i).

