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ILLINOIS STATE LABOR  
RELATIONS BOARD

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In the Matter of the Arbitration  
of the Interest Dispute Between

VILLAGE OF LaGRANGE, ILLINOIS

and

LOCAL 1382, AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO  
-----X

1987 Interest Arbitration

MA-87-68

APPEARANCES: TOM EDSTROM, Counsel, Illinois Public Employees  
Council 31, AFSCME, appearing on behalf of the  
Union.

Seyfarth, Shaw, Fairweather & Geraldson,  
Attorneys at Law, by DONALD W. ANDERSON,  
appearing on behalf of the Village.

ARBITRATION AWARD

The Village of LaGrange, Illinois, hereinafter referred to as the Village or Employer, and Local 1382, American Federation of State, County and Municipal Employees, AFL-CIO, were unable to resolve the remaining issues in dispute in their negotiations over the terms to be included in their 1987 collective bargaining agreement (effective from May 1, 1987 through April 30, 1988), covering patrol officers, and the Union requested interest arbitration under Section 14 of the Illinois Public Labor Relations Act, when mediation failed to resolve the dispute. The Village chose Robert C. Newman to serve as its delegate to the arbitration panel and the Union chose Alfred M. Harris, to be its delegate to the arbitration panel. George R. Fleischli was selected to serve as impartial arbitrator and chairman of the arbitration

panel. Pursuant to arrangements agreed to by the parties, a hearing was scheduled on July 27, 1987, at which time the parties presented their evidence and arguments. As part of a stipulation entered into prior to the hearing, the parties agreed to waive the requirement that a verbatim record of the proceeding be made. Full consideration has been given to the evidence and arguments presented in rendering the award which follows.

#### ISSUES IN DISPUTE

In their stipulation, the parties agreed to submit their last offer of settlement on each of the issues in dispute, which they agree are economic in nature, at the outset of the hearing. By agreement, neither party could change its offer, once submitted, during the initial proceeding before the arbitration panel. At the conclusion of the initial proceeding, the chairman suggested that the parties consider further possibilities for settlement of the issues in dispute, but no such agreement was reached and the parties' final offers remain as described herein.

##### 1. EMPLOYER'S HEALTH INSURANCE CONTRIBUTION.

The evidence discloses that, for many years, the Village has provided a health insurance program for its employees, including the employees in this bargaining unit, and paid the entire cost or premium for such program. At one time, the Employer utilized private insurance carriers to provide insurance as well as administration of the program, and frequently switched insurance carriers in order to obtain the lowest possible premium.

A few years ago, it entered into an agreement with the Inter-Governmental Personnel Benefit Cooperative (IPBC), whereby it self-insured claims under \$35,000 and agreed that IPBC would administer the program. The Village also obtained "excess insurance" coverage for claims over \$35,000.

In 1984 or 1985, the Village was approached by an HMO organization known as The Health Assurance Plan, which requested that its plan be offered as an option to employees of the Village. Pursuant to its understanding of federal law, the Village agreed to do so. Under the HMO plan, there were no deductibles or co-insurance features and the plan became quite popular among Village employees. In the 1985 negotiations, the Union requested that the Employer drop its agreement with IPBC and enter into an agreement with Blue Cross/Blue Shield of Illinois for coverage under its "Plan 100," which had features which were superior to those that existed under the IPBC. The Village declined to do so, stating that it had a three-year contract with IPBC, which had not yet expired.

Thereafter, the parties entered into a two-year collective bargaining agreement, which was the first agreement with the Union, as such. Prior to that time, the patrol officers had been represented by an unaffiliated union. The agreement contained the following provision dealing with group health insurance:

ARTICLE XVIII  
WAGES AND OTHER BENEFITS

2. GROUP HEALTH INSURANCE PROGRAM

A - The Village's health insurance program, as recommended by the Employee Health Insurance Committee, effective July 1, 1985, shall remain in effect over the term of this Agreement.

B - Retiree Benefits - The Village shall provide the following benefits: Members of the bargaining unit who qualify for a pension, or are awarded a disability pension, pursuant to Illinois Revised Statutes, Police Pension Fund, shall be entitled to retain the Village's existing Group Health Insurance Program and Benefits at the group premium rate, to be paid by said retired employee. The benefits and rights of this section shall be maintained to the retirees except the following: when the retiree shall attain age 65; when the retiree becomes eligible for Medicare; when the retiree enrolls in an established National Health Care Program; or when and if said retiree becomes re-employed, becomes eligible and is accepted in another group hospitalization insurance plan.

It is understood in interpreting this last clause that a retiree who becomes insured for six (6) consecutive months in another employer's group health insurance plan shall be entitled to continue his Village Group Health Insurance for up to said six (6) months. The retiree's group health insurance under the Village's plan shall, however, be terminated after six (6) months from being insured under the new employer's group hospital plan.

C - EMPLOYEE HEALTH INSURANCE COMMITTEE - The member of the bargaining unit working in the Office of Administrative and Support Services shall be appointed to represent the entire Police Department on the Employee Health Insurance Committee. In the event that the bargaining unit member in this capacity declines to act as representative, the Chief of Police shall appoint another representative from the Department.

The premiums paid by the Village to IPBC were based upon claims experience and IPBC proposed to increase premiums by

approximately 35%, effective July 1, 1987. The employee health insurance committee reviewed the question of whether the Village's contract should be renewed with IPBC and obtained a bid for a much lower premium from Blue Cross/Blue Shield of Illinois for its "Plan 100." The committee recommended that the Village not renew its agreement with IPBC and instead contract with Blue Cross/Blue Shield of Illinois for its "Plan 100," even though there would be certain one-time costs associated with the switch. According to the Village, those costs approximate \$75,830 and include a deficit experienced under the self-insurance plan of \$49,000; delayed billings in the amount of approximately \$11,000; and a "double premium" paid by the Village for the two-month period of May and June 1987, to avoid the possibility of a catastrophic loss which was uninsurable if the Village dropped IPBC on July 1 and such a claim developed before the effective date of the new policy.

UNION'S OFFER. In bargaining, and in its final offer, the Union has asked that the Village agree to pay for the entire cost of medical benefits and to maintain the current benefit levels for the duration of the agreement. Its offer, which would presumably be included in the agreement to replace paragraph A in Article XVIII, Section 2, reads as follows:

The Village shall pay for the entire cost of medical benefits and maintain the current benefit levels for the duration of the agreement.

VILLAGE'S OFFER. In bargaining, the Village proposed that

the Union agree to an arrangement whereby employees would pay 10% of the difference between the single premium and the family premium for both the Blue Cross/Blue Shield of Illinois "Plan 100" and the HMO plan. In both cases, this would amount to a little over \$13.00 per month. That requirement has been implemented in the case of non-represented employees of the Village, who also have a "simplified cafeteria plan" to permit them to pay the contribution (and the preexisting life insurance contribution) with pretax dollars. The only other represented group of employees, firefighters, did not agree to such an arrangement. Instead, they agreed to language requiring the Village to pay health insurance premiums for both single and family under both plans, in an amount equal to their actual premium cost, which effectively placed a "cap" on the Village's contribution during the term of the agreement, which will expire before either of the two health insurance agreements. The Village seeks a similar provision in the agreement here. It proposes to include the following language to replace paragraph A of Article XVIII, Section 2:

ARTICLE XVIII  
WAGES AND OTHER BENEFITS

\* \* \*

2. GROUP HEALTH INSURANCE PROGRAM

A. Group Insurance - Effective May 1, 1987, the Village will pay the full premium cost of single employee health insurance coverage for both the Blue Cross Plan 100 and HMO Illinois HAP Plan, and

will contribute up to \$241.78 per month, per employee, toward the premium cost of family coverage for those employees who choose the Blue Cross Plan 100 and \$212.56 per month, per employee, toward the premium cost of family coverage for those employees who choose the HMO Illinois HAP Plan. The Village will also contribute up to \$12.40 per month per employee toward the cost of Life Insurance.

It is understood that the Village's existing Health Insurance Program, as recommended by the Employee Health Insurance Committee, shall remain in effect over the term of this Agreement. Any change of insurance carrier by the Village shall reflect benefits identical to those currently offered to the members of the bargaining unit.

2. WAGES.

The wages payable to patrol officers are set out in the Village's annual budget and are structurally similar to the wages payable to other Village employees. Patrol officers are hired at "step A" and progress automatically over a three and a half year period through steps "B," "C," "D," and "E." Pursuant to the terms of the agreement reached on wages in their last collective bargaining agreement, patrol officers receive the following basic salary amounts:

<u>Step</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Month	2,109	2,175	2,263	2,363	2,458
Annual	25,308	26,100	27,156	28,356	29,496

UNION'S OFFER. The Union proposes to increase all of the salary rates quoted above, except for those at step A, by 3.75%, retroactive to May 1, 1987. The salary rates for step A would remain frozen and the salary rates at step E would be adjusted

by an additional amount equal to \$120.00 per year.

VILLAGE'S OFFER. In its final offer, the Village proposes to increase all of the above salary rates, except for those at step A, by 3%, retroactive to May 1, 1987. It does not propose any additional increase in the salary rates for step E.

3. HOLIDAYS.

The 1985-1987 collective bargaining agreement contained a provision, Article XIV, setting out nine paid holidays and provided for their observance and pay in lieu of the holiday, when a patrolman is required to work. It is undisputed, that most patrolmen are required to work the nine enumerated holidays in question.

In addition to the enumerated holidays, patrol officers are entitled to one "floating holiday" and, pursuant to practice, receive 20 hours of compensatory time off, or the equivalent of 2.5 days off, in recognition of the fact that they are required to work on the following days which might otherwise be celebrated in whole or in part as holidays: the day after Thanksgiving; Christmas Eve; and New Years Eve.

UNION'S OFFER. The Union proposes to add one additional floating holiday to the holidays already agreed to.

VILLAGE'S OFFER. The Village does not offer to increase the number of holidays. It has agreed to include language in the agreement recognizing the existence of the 20 hours of compensatory time off allowed, but maintains that the other

holiday provisions and time off provisions should remain unchanged in the new agreement.

#### DISCUSSION

Under the provisions of Section 14 of the Illinois Public Labor Relations Act and the stipulation of the parties, each of the issues, which the parties agree are economic in nature, must be evaluated separately under the statutory criteria and the arbitration panel must adopt the last offer of one of the parties, with respect to that issue. For this reason, each of the issues will be analyzed separately.

##### 1. HEALTH INSURANCE.

UNION'S POSITION. While the Union contends that each of the issues is important and that each of its final offers is justifiable under the statutory criteria, it identifies this issue as being of primary importance. According to the Union, there is a long established practice, whereby the Village pays 100% of the cost of health insurance coverage and employees have come to rely upon that practice. Contrary to the Village's contention, the Union argues that it is well aware of the annual cost of such benefit and it has demonstrated a willingness to give consideration to the increase in cost of this benefit in negotiations.

While acknowledging that the Village is no longer asking patrolmen to assume 10% of the cost of health insurance coverage, the Union argues that the Village's proposal would reverse

the status quo, regarding which party must prove a need for change each year. Further, the Union finds fault with a number of the reasons advanced by the Village for placing a "cap" on the payment it has agreed to make for family coverage.

According to the Union, a comparison of western Chicago suburbs demonstrates that it is the "norm" for employers to pay 100% of the cost of health insurance coverage for both single and family coverage. Also, many of those same employers provide dental insurance as well, the Union notes. Thus, the Union disputes the Employer's claim that there is a trend toward the use of caps or employee contributions.

The Union also reviews the bargaining history of the dispute over health insurance, summarized above, and the cost data in the record, and argues that the Village's proposal is not supported by that review. According to the Union, the annualized increase in the cost of health insurance has not been unreasonable in recent years and will not be unreasonable this year, because of the popularity of the HMO program. The Union faults much of the Employer's evidence, for its failure to identify the actual cost increase for this bargaining unit, as well as the Village's efforts to amortize the one-time costs of switching out of the program which the Union opposed in 1985, by reducing the wage increase available to bargaining unit employees. Finally, regardless of the actual cost impact on the bargaining unit, the actual increase in health insurance costs falls

within the "normal range" of approximately 5%, it argues.

According to the Union, the Employer has a burden of producing evidence to justify its proposed change in this area and it has failed to produce any evidence of abuse or exorbitant costs, to justify such a change.

VILLAGE'S POSITION. The Village notes that, under either final offer, the Village would be obligated to pay what amounts to 100% of the cost of health insurance coverage during the term of the agreement. Thus, the only difference between the two final offers lies in how the Village's contribution is to be characterized in the agreement.

According to the Village, its proposal to specify the dollar amount which it has agreed to pay is reasonable for a number of reasons. First, it insures that employees receive a continuation of fully paid health insurance coverage, while insuring that the continuation of such an arrangement is subject to negotiation at the conclusion of the agreement. Secondly, the Village argues that such an arrangement constitutes a "trend" based upon articles contained in a number of publications introduced into the record. While acknowledging that other local municipal employers may continue to pay 100% of the cost of health insurance, without a cap, the Village maintains that such employers are "lagging behind" this trend.

The Village agrees with the Union that this issue is of

primary importance, as evidenced by the significant increase faced by the Village this year. The Union's reliance upon past practice not only ignores the "trend" in this area, it also ignores the terms of the settlement agreed to by the fire-fighters, to incorporate a cap in their agreement, and the new arrangement applicable to the non-represented employees, who are helping to amortize the cost of the switch in carriers through payment of 10% of the difference between the single and family premiums under the simplified cafeteria plan established. According to the Village, it would set a very bad precedent if the Union were allowed to prevail on this issue (or on the other two issues), because it would appear to reward the Union for insisting upon arbitration in order to escape the internal pattern thus established.

FINDINGS. Based upon the record presented, the undersigned find that the prevailing practice in the nearby communities cited by the Union in its evidence and arguments, which to a large extent overlap with those cited by the Employer, is to provide a fully paid health insurance program. Further, even though the expired agreement did not explicitly so state, the health insurance program referred to in paragraph A of Article XVIII, Section 2, included a number of co-insurance features (except in the case of the HMO option), but was otherwise fully paid for by the Village for both single and family coverage. This had been the practice for many years. These facts support

the Union's contention that its final offer is supported by the external comparables and that it is the Employer which seeks to change the status quo, in that regard.

While the fully paid health insurance program is a valuable benefit in relation to the overall compensation received by bargaining unit employees, a few other comparable employers do provide dental insurance coverage. The Union's proposal is, by its terms, limited to the duration of the agreement, and would not appear to be unlawful in any respect. While it is in the interest and welfare of the public, and of the employees represented by the Union, to endeavor to hold down insurance costs, the Union correctly points out that there are numerous ways to endeavor to do so, including the changing of carriers and the utilization of co-insurance features, such as those that exist in "Plan 100." Under the stipulation of the parties, the undersigned are limited to selecting one of the two final offers with regard to this issue, which would not appear to be effected by the consumer price data contained in the record, at least for the duration of the agreement in dispute. While some of the Employer's evidence relates to the practice of private sector employers, there is no persuasive evidence in the record relating to employees performing similar services in comparable communities in the private sector.

The undersigned have also given consideration to "other

factors," such as the extensive evidence concerning the bargaining history of this dispute and its relationship to the Village's wage offer. Contrary to the Village's contention, we do not believe that this issue should be viewed in isolation from that issue. The unrepresented employees received a larger wage increase along with the implementation of the 10% contribution requirement, and the settlement with the firefighters on wages, is the same as that proposed for this bargaining unit. Under both of those arrangements, the Employer is, in effect, asking both of those groups to help pay for the cost of transition from the IPBC program to the "Plan 100" program.

On balance, we believe the statutory criteria tend to favor the Union's position on this issue, particularly when consideration is given to our disposition of the wage issue in this case. The one factor of consequence militating against this conclusion is the agreement achieved by the Village with the firefighters. However, at the current time there is no uniform practice within the Village with regard to this issue, which will undoubtedly be raised in future negotiations, regardless of which final offer is selected. For these reasons and the above reasons, we have concluded that the Union's final offer should be selected on this issue.

2. WAGES.

UNION'S POSITION. According to the Union, its final offer

on wages is well supported by the evidence concerning existing wages and wage increases granted patrol officers in nearby communities. Utilizing a group of 15 communities, including LaGrange, which vary in size between 11,000 and 20,000 population, the Union notes that the 1986 wages paid at LaGrange were "average" (ranked 7 out of 14 where ranking was possible), even though the per capita income in the Village is relatively high (3 out of 15). Recent settlements for police officers in some of those same communities who have settled, and in other communities alleged to be comparable, support a wage increase well in excess of 4%, according to the Union. In fact, even if the comparable communities relied upon by the Village are considered, the Union's final offer is supported by the Village's data, it argues.

The Consumer Price Index change during the one-year period immediately preceding the agreement was approximately 3.7 to 4%, depending upon the figures relied upon, the Union notes. This too supports its final offer, which is less than most of those increases, the Union argues. The Union takes issue with the calculation of the increase in the cost of living utilized by the Employer and maintains that it is inappropriate to reduce the cost of living figures as proposed by the Village. Also, the Employer inappropriately adds the annual percentage figures for this purpose, according to the Union.

Reviewing the documentation introduced at the hearing concerning the Village's budget and cash position, the Union

argues that there is no question about the Village's ability to pay either final offer. That data shows that the Village is in a strong cash position, according to the Union.

The Union places great emphasis on the fact that the Village recently sought and obtained approval, in a voter referendum, of an increase in the tax rate for police and firefighter services, but has diverted the revenue made available by that increase to other purposes. While the Village attempts to show that the voters were well informed of the Village's intent in this regard, the Union points out that the voters were also led to believe that police and firefighters services would be enhanced, along with improvements in the "infra structure" of the Village. Because Village police officers generate considerable revenue through traffic enforcement, a wage increase greater than 3% is also justified, according to the Union.

Its proposed add on to step E is justified, in the Union's view, because the top salary paid to patrolmen is only the seventh highest of those ranked, even though the Village enjoys relatively high per capita income and does not pay patrol officers longevity pay.

The Union acknowledges that it did offer to agree to a 3% settlement (along with an increase in step E) as part of an overall package discussed prior to submitting its final offer. However, it maintains that it acted appropriately by making a final

offer of 3.75%, based upon the comparables and other evidence supporting such a percentage increase, in its view. The actual cost of the increase in health insurance premiums is not particularly great and fails to serve as a justification for a lower percentage increase, it argues. Also, the Employer's reliance on overall compensation received by patrol officers, including overtime and other payments, is unpersuasive, according to the Union, since overtime is largely within the control of management.

VILLAGE'S POSITION. According to the Village, patrol officers are well compensated, in relation to comparable communities, especially when consideration is given to the effect of the 15 minutes of overtime built into their schedule each day. When the compensation for this work is included with the other overtime compensation paid and pay received for time not worked, the actual salaries earned by patrol officers in the Village compare very favorably to the other communities deemed comparable, it argues.

While the Union focuses on the maximum rate earned by patrol officers, it ignores the fact that it only takes three and one-half years to achieve that rate in the Village, whereas it takes much longer in other nearby communities which range in size from 25% larger to 25% smaller than the Village.

The Village lays heavy emphasis on the fact that all

other Village employees will receive a wage increase which is less than that sought by the Union and that its offer for this bargaining unit is identical to that agreed to by the Union representing the firefighters. According to the Employer, it would reward the Union for refusing to reach a voluntary settlement and encourage resort to arbitration in the future, if the Union is allowed to achieve through arbitration, that which it could not achieve in negotiations. The Village notes that for many years the wage increases granted employees in this bargaining unit and in the firefighting bargaining unit, have been nearly identical. While there have been some variations in recent years, necessitated by changes in the law or other similar problems, it would disturb the existing parity relationship if the Union's offer is selected, according to the Village.

The Village acknowledges that it does not seek to raise the issue of ability to pay, but argues that it is in the interest and welfare of the public to maintain a overall rate of increase in the cost of wages and fringe benefits, roughly comparable to the increase in the cost of living. In reviewing cost of living data, the Village argues that it is appropriate to divide the measured increase by two, since increases in the cost of living, unlike increases in wages, do not occur all at once, but gradually during the period in question.

It is this "impact" rather than the "aggregate" figure which is relevant, according to the Village. By that measure, the Village's offer, in terms of total package cost, is more reasonable than that of the Union, in relation to this criterion. Using a 1% figure for purposes of measuring the cost of the insurance change and increase in premium, the Union's offer amounts to 5.15%, according to the Village.

The Village also takes issue with some of the Union's data concerning percentage increases allegedly granted police officers in comparable communities. Some of that data is inaccurate, according to the Village, and fails to take into account merit factors and the fact that the minimums and maximums were only increased by a smaller percent in the case of at least one near neighbor. Also, the Union fails to give sufficient consideration to the fact that nearly all of the police officers in LaGrange are at the top step of the salary schedule, which is reached more rapidly than in other comparable communities. It is also significant that, measured in terms of actual compensation earned, Village police officers are nearly at the top of the heap. Therefore, the 3% increase offered not only falls within the range of settlements, but proceeds from a higher base.

While the Village does not allege an inability to pay, it argues that the interest and welfare of the public supports its offer, particularly when consideration is given to the past

pattern of maintaining consistent increases in wages for all Village employees. It strongly disputes the Union's suggestion that the public was misled in the referendum conducted, pointing out the fact that an extra effort was made to make clear the Village's intent. There is no relationship between the funds thus made available, or through fines, to the compensation appropriate for patrol officers and those sources combined would be insufficient to pay the cost of the police department and fire department anyway, according to the Village. Similarly, the Union's reliance upon the strong cash position reflected in the books of account for the Village is misplaced, since those funds are committed funds, and merely represent taxes collected but not yet expended.

For these reasons and others found in the record, the Village argues that its final offer should be selected.

FINDINGS. A review of the available evidence concerning the existing wage levels in comparable communities for employees performing similar services discloses that the base wages paid by the Village compare quite favorably. Even in the comparisons drawn by the Union, those wages are well within the mainstream. Further, the amount of time required to progress to the top step is lower in the Village, thereby enhancing the value of the top rate for purposes of career employment. For this same reason, the Union's proposal to add an additional \$120.00 to the top rate would appear to be unwarranted.

The percentage increases granted to those same employees and to the employees covered by the Village's data, which to a large extent overlaps, tends to support the Union's final offer. The average wage increase received in those communities is clearly closer to 3.75%, than it is to 3%.

Also, the undersigned believe that the cost of living criterion tends to support the Union's position on wages alone. The evidence of record with regard to overall cost of wages and benefits is unreliable and some of the Employer's data with regard to the cost of living is misleading, in our view. It is inappropriate to measure the wage increase for 1985 on a delayed basis and to add the lump sum payment in lieu of retroactivity to the increase for measurement purposes. While logic supports the Employer's contention that cost of living increases do not occur "all at once" an application of its analysis, would result in a 50% reduction in the "lift" of wage rates, in relation to the cost of living criterion, in the long run.

As the Employer acknowledges, there is nothing unlawful in the Union's offer and the Village has the ability to pay the offer. One of the two offers must be selected, under the statute and the parties' stipulation. Overall compensation received by Village police officers compares favorably to other comparable communities, based upon the available data.

In the final analysis, it is the tension which exists between the external comparables and the internal comparables which makes

this case difficult, in our view. Historically, the Village has treated all of its employees, including the two units with which it negotiates, similarly for purposes of wages and benefits. While the non-represented employees did not "agree" to the increases granted, the firefighters did. The difference between the increase granted the non-represented employees and the increase agreed to by the firefighters is directly traceable to the Village's agreement to pick up 100% of the premium cost of health insurance for the firefighters. It has offered to do the same for this bargaining unit.

Giving overall consideration to the above findings and the disruptive affect a contrary conclusion would have on bargaining in the Village, the undersigned conclude that the Village's final offer on wages should be selected. While somewhat lower than that which might be justified by settlements in comparable communities, it is unlikely to cause the wage rates paid to fall outside the mainstream of appropriate comparisons and it does not include the increase at step E, which we find to be unjustified.

### 3. HOLIDAYS.

UNION'S POSITION. According to the Union, its proposal for an additional holiday is justified because the number of holidays offered by the Village is only "average" in relation to comparable communities, most of which have lower per capita income. According

to the Union, the Village only offers 10 holidays, including 1 floating holiday, while others provide as many as 12. According to information received by the Union from knowledgeable court officials, bargaining unit members are more productive than their counterparts in other communities, based upon revenue generated from traffic citations. For this reason as well, the Village ought to be willing to offer an additional holiday for its patrol officers, the Union argues. While the Union acknowledges that it was willing to sacrifice this issue in exchange for a package settlement, it argues that the record here justifies the granting of its final offer on this issue.

VILLAGE'S POSITION. According to the Village, the Union's proposal for an additional holiday was never treated as a serious issue in negotiations, as evidenced by its willingness to drop its proposal prior to submitting its final offer. Further, the Union's proposal is not supported by the facts, according to the Village. Thus, the number of existing holidays is the equivalent of 12.5 and not 9 or 10, as suggested by the Union in its arguments. According to the Village, this compares very favorably to other communities and is consistent with the Village's reputation for maintaining "cadillac" benefits, in relation to other comparable communities. Referring to its own comparisons, the Village argues that its holidays and the cost of its holidays are the highest among comparables.

FINDINGS. The evidence establishes that the holidays and holiday pay afforded bargaining unit employees, which appropriately includes the 2.5 days paid out as compensatory time off, not only compares favorably, but places the Village near the top, if not at the top, for purposes of this fringe benefit. Also, the record discloses that the Union would increase the number of holidays for this bargaining unit, without regard to the fact that no such increase was granted non-represented employees or agreed to in the case of the firefighters. While all of the other statutory criteria have some bearing on this issue as well, it is this comparability data which, in the last analysis, must prevail. For these reasons, we have concluded that the Village's final offer on this issue should be selected.

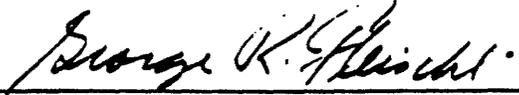
Based on the above and foregoing analysis, we render the following

AWARD

1. The Union's final offer on health insurance is selected.
2. The Village's final offer on wages is selected.
3. The Village's final offer on holidays is selected.

Dated at Madison, Wisconsin this 9<sup>th</sup> day of October,

1987.

  
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George R. Fleischli  
Chairman

I concur.

/s/ Alfred M. Harris 10/8/87  
Union Delegate

1. I do not concur with the award on health insurance;
2. I do concur on the award for wages;
3. I concur on the award for holidays.

/s/ Robert Newman 10/5/87  
Village Delegate

