

ILRB #30

MAY 24 1990

IL STATE LAB. REL. BD.  
SPRINGFIELD, IL

RECEIVED MAY 14 1990

In the Matter of the Interest  
Arbitration Between

City of Collinsville

and

Illinois Fraternal Order of Police  
Labor Council, Lodge No. 103

Opinion

and

Award

(FMCS 90-05833)

#### Appearances

##### For the Union

Becky Dragoo, Assistant  
Bill Mehrtens, Field Representative  
Tom Sonneborn, Legal Director

##### For the City

Dwight Taylor, Corp. Counsel

#### Introduction

This interest arbitration was scheduled according to the provisions of Section 14 of the Illinois Public Labor Relations Act §1614, Ch. 48, Ill. Rev. Stat. The undersigned was selected by the parties to resolve the dispute from a list provided by the Federal Mediation and Conciliation Service. The hearing was held on May 9, 1990 in the Collinsville Convention Center, Collinsville, Illinois.

Prior to the hearing, the parties submitted two pre-hearing stipulations. The first dealt with the arbitrator's authority, the fact that the parties waived their right to a tripartite arbitration panel, a list of the outstanding issues and the like. The second stipulation was comprised of those tentative agreements which the parties had arrived at prior to

arbitration. This stipulation regarding prior tentative agreements is hereby incorporated, by reference, into this award.

After submitting these stipulations, the parties requested time to see if they could reach agreement on the outstanding issues. These issues included:

1. Wages for the first year of the labor agreement
2. Wages for the second year of the labor agreement
3. Longevity plan
4. Agreement language governing insurance and premium costs for health insurance coverage
5. Contract language concerning duration and retroactivity
6. Language governing drug/alcohol testing of employees.

The Arbitrator consented to this request and a short time later the parties announced they had reached agreement on the outstanding issues. The Arbitrator then convened the hearing for the purpose of reading the parties' stipulations regarding the outstanding issues into the record. Based on the agreement reached between the parties on May 9, 1990, the Arbitrator's award is as follows:

#### Award

1. Wages
  - a) All affected employees will receive a \$.62/hour increase retroactive to October 1, 1989 for the first year of the contract.
  - b) All affected employees will receive a \$.55/hour increase, for year two of the agreement, effective August 1, 1990.

2. The longevity steps of the contract will be increased as follows, effective August 1, 1990.

<u>Step</u>	<u>Current Percent</u>	<u>New Percent</u>
18+ years	8%	9%
15-18 years	7%	8%
12-15 years	6%	7%
9-12 years	5%	6%
6- 9 years	4%	4%
2- 6 years	2%	2%

3. The City agrees to accept the Union's final offer concerning health insurance, appended as Joint Ex. 1 to this award. As part of this stipulation, the Union agreed employees will pick up 50 percent of the increased cost which occurred in dependent health coverage on 4/1/90.
4. The City agreed to the Union's final offer concerning physical testing, appended as Union Ex. 1 to this award.
5. The City agreed to the Union's final offer concerning duration of the contract, appended to this award as Union Ex. 2.
6. The City agreed to pay any retroactive monies due employees by a separate check within 35 days of the hearing (5/9/90).

Respectfully submitted,

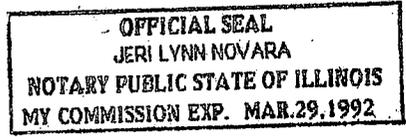


Thomas G. Gutteridge  
Arbitrator

Carbondale, Illinois  
May 10, 1990

STATE OF ILLINOIS )  
                          ) ss:  
COUNTY OF JACKSON )

On this tenth day of May, 1990, before me personally came Thomas G. Gutteridge, to me known, and known to me to be the person described in, and who executed the foregoing instruments, and he duly acknowledged to me that he executed the same.



*Jeri Lynn Novara*  
Notary Public

*Joint 1***UNION'S FINAL OFFER CONCERNING HEALTH INSURANCE**

The Union's final offer concerning Health Insurance is as follows:

ARTICLE 7FRINGE BENEFITSSECTION 7.1 - HEALTH INSURANCE

(a) The City shall continue to provide health insurance coverage for all employees and their dependents. The City retains the discretion the advertise for bids for or to negotiate a new policy at the end of the term of the existing policy, or to self insure, provided that:

(1) Any such new policy or self-insured coverage shall not include any significant reduction in benefits from that of the existing policy;

(2) That during the period of advertising for new bids, renegotiating for a new policy, or developing a self-insured plan, the City will consult with and seek the input of the Union. The Union shall have the right to actively participate in this process, with the understanding that the final decision regarding any such new policy or self-insured program may be made by the City, subject to the provisions of this Article regarding reduction in benefits.

(b) That the City shall continue to pay all of the premium costs of health insurance coverage for the employees. As to the cost of dependent coverage, the City shall continue to pay that cost currently paid under the existing plan. Any increase over the current cost which occurs during the term of this Agreement shall be divided equally between the Employer and the Employees. This Agreement concerning the parties each paying 50% of any increase in dependent insurance coverage cost over that currently paid by the Employer shall be applicable only for the term of this Agreement. At the end of the term of this Agreement, the parties agree to

renegotiate the provisions of this Section 7(b) regarding any increases in dependent insurance coverage costs based upon the facts and circumstances which exist at the time.

(c) City employees are protected by Workers Compensation insurance. Absence from work due to illness or injury for which compensation is received is not deducted from service time for determining seniority or benefits.

(d) If an employee is injured while performing his regular duties and is unable to work, the Employer will pay the difference between the employees workers compensation and his regular weekly rate of pay for a period of twelve (12) months from the date of injury. The Employer agrees to continue to pay 50% of the difference between his workers compensation and his regular rate of pay for the following six (6) months. Any employee covered by this Agreement who is presently on a job related disability, and/or has prior to August 1, 1985 reported a job related injury under a predecessor agreement shall remain under the provisions of that predecessor agreement.

(e) The City agrees to observe the State law with respect to making group health insurance coverage available to retired and disabled officers as it may be required to do so pursuant to P.A. 84-1010 (effective January 1, 1986, and contained in Chapter 73, Section 979g, Ill.Rev.Stat. provided that the retiree or disabled former officer shall be required to pay premiums.

## UNION'S FINAL OFFER CONCERNING PHYSICAL TESTING

## ALTERNATIVE #1

ARTICLE 11EMPLOYMENT CONDITIONSSECTION 11.2 - OTHER PHYSICAL TESTING

The parties agree that during the term of this Agreement no bargaining unit member shall be requested or required to submit to any testing to determine the presence of drugs or alcohol or any physical testing except as provided in the Illinois Motor Vehicle Code, Ch. 95 1/2, Ill.Rev.Stat., provided, however, that should the Employer determine during the term of this Agreement that any such testing is necessary for the efficient and safe operation of the police department, the Employer shall notify the Lodge of its desire to bargain over whether such testing shall occur and, if so, what procedures will govern such testing, with the understanding that any such procedures shall be consistent with applicable law.

Good faith bargaining shall commence within fifteen (15) days of the Lodge's receipt of the notice. The parties agree that such negotiations shall be governed by the provisions of §1614 of the Illinois Public Labor Relations Act concerning the resolution of impasses.

Union 2**UNION'S FINAL OFFER CONCERNING DURATION OF AGREEMENT****ALTERNATIVE # 1**

The Union's final offer with regard to duration of agreement is as follows:

**ARTICLE 11: DURATION OF AGREEMENT**

§11.1 This Agreement shall be effective from August 1, 1989, and shall remain in full force and effect through July 31, 1991. Further, the Agreement shall continue in effect throughout the period of negotiations for a successor agreement or any impasse resolution proceedings which may arise therefrom.

The Agreement shall continue in effect from year to year thereafter unless notice of desire to modify or amend is given in writing by certified mail by either party not earlier than March 1 and not later than July 1 prior to the scheduled expiration date. Nothing in this Agreement shall preclude commencing negotiations by mutual agreement after January 1 in the year the Agreement is scheduled to expire. Notice of desire to amend or modify shall be considered to have been delivered as of the date shown on the return receipt for certified mail.

The parties further agree that in the negotiations for a successor agreement shall commence with ten (10) calendar days of the date of receipt of the notice of desire to amend or modify.