

rate would increase from \$8.52 per hour to \$8.95 per hour. The patrolman's rate would increase to \$12.13 per hour from \$11.55, and the wage rate for a sergeant would increase from \$12.14 per hour to \$12.75 per hour.

Regarding longevity the Union proposal provides for a one percent (1%) increase in wages for each five years of service commencing after the fifth (5th) year of service.

The Union argued that its final wage proposal is reasonable when measured against the wage rates of comparable municipalities submitted by the Union. Accordingly, the Arbitrator should adopt its wage offer in order for the represented police officers to maintain their current ranking among the comparable communities.

VILLAGE OFFER

The Village offered a pay increase to the Union which consisted of a twenty cents (20¢) per hour increase for each of the three years. For the first year the increase would be retroactive to May 1, 1990. Thereafter, the increase would be effective on May 1, 1991 and 1992.

The Village also responded to the longevity wage increase. The Village offered a one cent (1¢) per hour wage increase per year of seniority starting at ten years seniority. That is, the one cent per hour per year of service longevity wage increase would accumulate for ten years and then be paid as a ten cent per hour wage increase after ten years of service. An additional one cent per hour is paid thereafter for each year of service after ten years.

The proposed increases would result in pay increases for the first year to the following police officers as set forth:

OFFICER	PRESENT WAGE	YEARS OF SERVICE	LONGEVITY WAGE INCREASE FOR 1990	WAGE 1990-91	WAGE 1991-92	WAGE 1992-93
Sgt. Gilliatt	\$12.14	26	26¢	\$12.60	\$12.81	\$13.02
Off. Thatcher	\$11.55	19	19¢	\$11.94	\$12.15	\$12.36
Off. Bailey	\$11.55	17	17¢	\$11.92	\$12.13	\$12.34
Off. Wheeler	\$11.55	8	0	\$11.75	\$11.95	\$12.25
Off. Naugle	\$11.55	1	0	\$11.75	\$11.95	\$12.15
Off. Ragon	\$11.55	0	0	\$11.75	\$11.95	\$12.15

The Village argued that its proposed wage increase would constitute a substantial pay increase to its police officers and its officers would be paid a wage significantly greater than that paid by comparable communities throughout central Illinois.

STATUTORY CRITERIA

Section 14 (h) of the Illinois Public Labor Relations Act sets forth the criteria that the Arbitrator shall use to determine his findings, opinions and orders. These items include:

....

(3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

(4) Comparison of the wages, hours and conditions of employment of employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

(A) In public employment in comparable communities.

(B) In private employment in comparable communities.

(5) The average consumer prices for goods and services, commonly known as the cost of living.

(6) The overall compensation presently received by the employees

(7) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

Accordingly, the Arbitrator has considered these factors in rendering this decision.

DISCUSSION

The parties are in dispute with respect to the list of communities and police departments which are comparable to the Village. The Union alleges that Bartonville, East Peoria, Morton, Pekin, City of Peoria, Peoria Heights, Washington, the Peoria County Deputy Sheriffs and Tazewell County Deputy Sheriffs constitute a representative sample of comparable municipalities and departments. These communities and counties (excluding the City of Peoria), like the Village, constitute the major suburban communities surrounding Peoria and all fall equally under the economic influence of Peoria.

The Village asserts that comparisons must be made based on communities with a similar sized department in a community with comparable revenues and tax base. Accordingly, appropriate communities for comparison, as noted in its post-hearing brief, are Bartonville, Peoria Heights, Washington and Chillicothe. The Arbitrator notes that during the arbitration hearing the Village also made reference to the Illinois communities of Mendota, Glen Carbon, Milan, Harvard, Marseilles and Marengo for comparative purposes.

Concerning the issue of wages, the Union offered into evidence a detailed study of salaries paid by its list of comparable municipalities and counties. The study compared the Union's proposal to that offered by the Village and wages paid by the comparables. The study measured first, second and third year increases where applicable. Based on this study the Union asserted that its wage proposal is reasonable when measured against the wage rates of the comparable communities.

The Village responded that its wage offer was based on the resources available to it. In its submission the Village alleged that it did not have any substantial retail or industrial tax base with which to pay a premium wage. When its offer was compared to its list of comparable communities, the offer exceeded the wages offered by these communities. In its examples the Village's proposed increases established wages levels greater than those paid by Bartonville, Peoria Heights, Washington, Tazewell County and Chillicothe.

Both the Union and the Village offered longevity proposals. In addition to economic differences, the Union claimed that comparable communities provided for longevity increases after five years of service and at a step of two percent (2%) of wages. Its proposal of one percent for each five years of service is clearly more reasonable than the Village's. The Union argued that the Village's proposal generates far too little money and fails to reward longer service employees.

The Village responded that its proposed longevity increase is consistent with its ability to pay. Moreover, its offer will result in a wage substantially greater than that of other communities with equal revenue, tax base and size of police force in central Illinois.

The Arbitrator has reviewed all the evidence of record and the comprehensive post-hearing briefs. The Arbitrator has studied the lists of comparable communities submitted by the parties and the comparable wage data. The Arbitrator has also reviewed the increase in wages granted to other Village employees and recognizes the constraints of the Village's budget. The Arbitrator has also considered the bargaining history between the bargaining unit employees and the Village, and the cost of living information offered by the Union.

The Arbitrator finds that it is inappropriate to compare the Village only to communities surrounding the City of Peoria. The Arbitrator disagrees with the Union's assertion that these suburban communities all fall equally under the economic influence of Peoria. The Arbitrator has considered the list of comparable communities offered by the Village, and finds that the Union's final wage demand is excessive under the circumstances.

Concerning the issue of longevity, the Arbitrator has noted that both parties proposed an offer to reward economically more senior employees. The Arbitrator believes that the longevity factor recognizes both the experience and skill that should result from police service as well as the cumulative stress factor, and the employee should be compensated accordingly. The Arbitrator finds that the Village's final offer is unreasonable when compared to any of the other longevity plans. As evidenced in the record, most communities, including those communities

similar to the Village in size and revenue, provide for longevity increases of at least two percent (2%) by the five years of service step. Accordingly, after reviewing all the factors set forth in the Act, the Arbitrator finds that the Union's final offer to be more reasonable and consistent with other longevity plans.

AWARD

The Arbitrator's decision is summarized as follows:

1. Wages - The Arbitrator adopts the Village's final offer on wages.
2. Longevity Pay - The Arbitrator adopts the Union's final offer on longevity pay.

Alan J. Fisher
Arbitrator

Dated: February 4, 1991

IN THE MATTER OF THE ARBITRATION BETWEEN:

AMERICAN FEDERATION OF STATE,)	
COUNTY AND MUNICIPAL EMPLOYEES,)	
CREVE COEUR POLICE DEPARTMENT,)	
AFSCME LOCAL 463,)	Case No. S-MA-90-454
and)	Interest Arbitration
VILLAGE OF CREVE COEUR)	

INTRODUCTION

An arbitration hearing between the parties was held in Creve Coeur, Illinois on October 23, 1990.

The American Federation of State, County and Municipal Employees, Creve Coeur Police Department, AFSCME Local 463, was represented by Richard W. Abelson, Assistant Director of AFSCME Council 31. The Village of Creve Coeur was represented by William M. Anderson, IV, Esq., of Anderson & Kelley, Peoria, Illinois.

STATEMENT OF FACTS

The American Federation of State, County and Municipal Employees, Creve Coeur Department, AFSCME Local 463 (the "Union") initiated interest arbitration under the provisions of the Illinois Public Labor Relations Act, Ill. Rev. Stat. 1989, after an impasse was reached in its negotiations with the Village of Creve Coeur (the "Village"). The Arbitrator was selected by the parties from a panel of arbitrators provided by the Illinois State Labor Relations Board (the "Board"). The parties have agreed that the dispute properly before the Arbitrator involves the question of what, if any, increase in wages and longevity should be made effective May 1, 1990.

UNION DEMAND

The Union seeks a five percent (5%) increase for each of the three years of the contract. The first increase would be retroactive to May 1, 1990. Five percent increases would then be implemented on May 1, 1991 and May 1, 1992. Under this wage proposal, a probationary patrolman's base