

Interest Arbitration

City of Joliet, Illinois,		
Employer		AFSCME No. 91-01-9301
		Arbitrator's File 91-108
and		
		Herbert M. Berman,
Local 807, American Federation		Arbitrator
of State, County and Municipal		
Employees, Council 31, AFL-CIO,		May 24, 1991
Union		

Decision

1. The City of Joliet, Illinois (the "Employer") is a public employer within the meaning of Section 3(o) of the Illinois State Labor Relations Act (the "Act"). Local 807, American Federation of State, County and Municipal Employees, Council 31, AFL-CIO (the "Union") is a labor organization within the meaning of Section 3(i) of the Act. Within the meaning of Section 3(f) of the Act, the Union is the exclusive representative of all sworn, full-time police officers below the rank of sergeant, which includes Police Patrol Officers and Master Patrol Officers employed by the Employer.

2. The Employer and the Union are currently parties to a collective bargaining agreement (the "Current Agreement") with a term commencing July 1, 1987 and ending June 30, 1991.

3. The Employer and the Union have selected me as an interest arbitrator to establish, consistent with the Act and the the Rules and Regulations of the Illinois State Labor Relations Board and the Illinois Local Labor Relations Board (the "Rules"), the terms and conditions of a new collective bargaining agreement, to become effective upon expiration of the Current Agreement.

4. Upon review of evidence and arguments submitted by the parties, and in accordance with the standards contained in Section 14(g) of the Act and Section 1230.100 of the Rules, I find:*

- (a) The new or successor collective bargaining agreement between the Union and the Employer shall have a term effective July 1, 1990 through December 31, 1992.
- (b) The Employer shall pay a one-time-only signing bonus of 1% of the base salary in effect on July 1, 1990 to all bargaining unit employees on the Employer's payroll as of the date of this Decision. Overtime pay and roll-up costs shall not be paid on this signing bonus. This bonus shall be paid in the form of a check separate from any payroll check or checks issued by the Employer.
- (c) All bargaining unit employees shall receive a 4½% base salary increase effective January 1, 1991.
- (d) All bargaining unit employees shall receive a 5% base salary increase effective January 1, 1992.
- (e) Effective January 1, 1992, any bargaining unit employee who has reached the 13th anniversary date of his/her employment, having completed 13 full years of continuous employment as an employee of the Joliet Police Department, shall be considered a Master Patrol Officer (MPO) and shall receive a bonus in the form of a 5% step increase. Employees who attain their 13th anniversary date of employment after January 1, 1992 shall become eligible for the MPO bonus on that 13th anniversary date. No retroactive payments shall be made, and MPO bonuses shall not pyramided. Thus, employees already receiving a higher salary as MPOs in accordance with Article XIV of the Current Agreement shall not receive this additional longevity bonus. (For clarification purposes, it is noted that employees hired by the Department on or after January 1, 1980 shall not become eligible for the MPO bonus herein set forth during the term of the 1990-1992 Agreement.)

*At the hearing, the parties waived the three-member arbitration panel described in Section 1230.80 of the ISLRB/ILLRB Rules and Regulations, and submitted their dispute to me for resolution.

- (f) Section 2 of Article VIII of the Current Agreement shall be deleted and the following shall be substituted for it:

The City shall fill the job opening with the applicant whose overall potential is best for providing services to citizens. When filling job openings, department seniority will be used as a tie-breaker when other qualifications are equal.

- (g) Article XIX, Sections 1 and 2 of the Current Agreement shall be amended so as to increase the clothing and cleaning allowance of current Master Patrol Officer positions by the sum of \$175.00 a year. Checks shall be payable in December to eligible employees in accordance with the current practice.

- (h) The following provision shall be added to Article XXI (Group Insurance) as Section 7:

Section 7: Other Benefits. Each employee and dependents are eligible to receive reimbursement up to a maximum of \$125.00 per calendar year for treatment or services rendered for eye care; or, the \$125.00 reimbursement may be used by the employee for the purpose of participating in a physical fitness program at an accredited college. However, the allowance of \$125.00 for an Annual Routine Physical Examination provided under the City's Health Benefit Plan shall be forfeited if the employee uses the \$125.00 allowance for eye care or a qualifying physical fitness program.

- (i) In all other respects, the terms of the Current Agreement shall remain in effect.

Herbert M. Berman
Arbitrator

May 24, 1991
Deerfield, Illinois