

1991 INTEREST ARBITRATION BETWEEN
VILLAGE OF GLENWOOD, ILLINOIS

and

STATE AND MUNICIPAL TEAMSTERS, CHAUFFEURS
& HELPERS LOCAL 726
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN & HELPERS OF
AMERICA (POLICE UNIT)

ISLRB CASE NO. S-MA-91-192

ARTHUR A. MALINOWSKI
NEUTRAL CHAIRMAN

FRED A. HAYES
UNION DELEGATE

ROBERT J. SMITH, JR.
VILLAGE DELEGATE

APPEARANCES:

For the Union:

Jack P. Cerone, Counsel
Joe Moriarty, Counsel
Van DiCarlo, Sergeant
Jerry Malizia, Patrolman

For the Village:

Robert C. Long, Counsel
Fred W. Delaney, Mayor
Arlene Herkert, Administrative Assistant
Thomas Rowan, Police Chief

STATEMENT

The interest arbitration hearing in the above captioned matter was held on July 26, 1991 at the Chicago, Illinois offices of the Illinois State Labor Relations Board.

Pursuant to the Parties' agreed to rules and stipulations, the Parties exchanged final offers on all open issues and were in agreement on the identity of such issues to be resolved by the Interest Arbitration Panel. There was, however, a dispute as to the scope of the issue which involved Section 5.2 Work Schedule.

It should be noted that the following previously open issues were resolved by the Parties in advance of the interest arbitration hearing:

| <u>SECTION</u> | <u>DESCRIPTION</u> |
|--------------------|--|
| 4.1 | Subcontracting - General Policy |
| 14.1 Appendix A | Base Wages Patrolmen's Base Wage Schedule |
| 14.4 | Educational Incentive Pay |

Accordingly, at the interest arbitration hearing, the Parties presented oral and written evidence including their final offers on the following three open issues:

| <u>SECTION</u> | <u>DESCRIPTION</u> |
|--------------------|---|
| 5.2 | Work Schedule |
| 14.1 Appendix B | Base Wages Sergeants' Base Wage Schedule |
| Article XV | Uniform Allowance |

Further, it must be stated that the interest arbitration was held in accordance with and subject to the Illinois Public Relations Act and rules and regulations promulgated thereunder.

Additionally, it should be stated that the Neutral Chairman along with the Union and Village delegates met in Executive Session at the close of the interest arbitration hearing on July 26, 1991 and on Thursday, September 12, 1991.

DISCUSSION AND DECISION

The Village of Glenwood, a suburb located twenty-five miles south of Chicago, Illinois, is, according to the record, a stable community with a 1990 estimated population of 9,289.

This interest arbitration involves the Village and a bargaining unit of police officers, ten of whom are Patrolmen and three of whom are Sergeants. The Union in this proceeding also represents Dispatchers who are in a separate bargaining unit and whose hours of work and work schedule had some relevancy in this police unit interest arbitration hearing.

The Dispatchers' Labor Agreement covers the period November 7, 1990 through April 30, 1993 and was executed before the police unit negotiations started.

Now then, pursuant to the Parties' ground rules, the final offers on the three open issues were presented to this Arbitration Panel for consideration and decision and each is set out separately in this Opinion and Award.

VILLAGE'S FINAL OFFER

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ARTICLE V

HOURS OF WORK AND OVERTIME

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Section 5.2. Normal Work Period, Workday and Work Schedule. Except as provided elsewhere in this Agreement, the current normal work period for shift employees (i.e., those assigned to around-the-clock operations) shall be twenty-eight (28) days. The normal workday for shift employees shall be 8-1/4 hours, including a fifteen (15) minute briefing period, and a paid thirty (30) minute lunch break, which will normally be scheduled by the officer's immediate superior. The normal work period for non-shift employees shall be seven (7) days, and shall include 40 hours of work based on five 8-hour shifts per week.

The current 4-2 work schedule will remain in effect through the end of 1990. Effective not sooner than thirty (30) calendar days after ratification of this Agreement by the Union, the village will institute a 5-2 work schedule for the bargaining unit. The schedule will consist of 5 days on and 2 days off for 5 consecutive weeks and then by 6 days on and 3 days off, and so on throughout the year. The Chief will attempt to accommodate temporary personal needs of employees in making shift assignments, where operating needs will not be adversely affected, and with due regard to the interests of other employees in the bargaining unit. The Chief will initially solicit volunteers to take a schedule or shift assignment which another employee does not want to take because of personal hardship. "

UNION'S FINAL OFFER

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ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.2. Normal Work Period, Workday and Work Schedule. Except as provided elsewhere in this agreement, the current normal work period for shift employees (i.e., those assigned to around-the-clock operations) shall be twenty-eight (28) days. The normal workday for shift employees shall be 8-1/4 hours including a fifteen (15) minute briefing period and a paid off-duty thirty (30) minute lunch break which will normally be scheduled by the officer's immediate superior. The normal work period for non-shift employees shall be seven (7) days and shall include forty (40) hours of work based upon five 8-hour shifts per week.

Officers in the department will work 4 consecutive days followed by 2 consecutive days off. Every officer will work either Friday, Saturday, or Sunday as a 10 hour day as demonstrates in the chart which follows. The department will be broken up into 3 day off keys, 'A' key, 'B' key, and 'C' key. Each shift has one officer from each key on it. All officers assigned to the 'A' key will work their 10 hour day on

Friday of each week, all officers assigned to the 'B' key will work 10 hours on Saturday, and all officers assigned to the 'C' key will work 10 hours on Sunday.

On Friday nights, the 1st shift officer assigned to the 'A' key will start at 9:00 p.m. instead of 11:00 p.m. The officer on the afternoon shift assigned to the 'A' key will quit work at 1:00 a.m. instead of 11:00 p.m. The officer assigned to the 'A' key on the day shift would work until 5:00 p.m. instead of only 3:00 p.m.

The above stated situation will duplicate itself on Saturday using officers assigned to the 'B' key and again on Sunday with officers assigned to the 'C' key.

The Chief will attempt to accommodate temporary personal needs of employees in making shift assignments, where operating needs will not be affected, with due regard to the interests of other employees in the bargaining unit. The Chief will initially solicit volunteers to take a schedule or shift assignment which another employee does not want to take because of personal hardship.

Shift assignments shall be made on a permanent basis (i.e. 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m.). With the approval of the Chief of Police or his designee, two (2) or more officers shall be allowed to make a mutually agreeable trade in shift assignments provided no overtime is incurred to accommodate such change and such change shall remain in effect for a minimum of three (3) months. At the end of the three (3) month period, the officers involved shall resume duties on the shift they were on prior to such change. Nothing herein shall preclude the same officers from entering into a subsequent switch arrangement for a second consecutive three (3) month period, provided the Chief approves such second shift switch.

The above referenced Union's Work Schedule final offer was presented to this Arbitration Panel on the day of the hearing and included an example of a typical 4 day on and 2 day off schedule of the officers' 10 hour days and rotation. Illustrative monthly calendars showing off and on days were also presented by the Union.

The Village disputed the scope of this issue in that the Village contended that Section 5.2 was agreed to in its entirety on January 30, 1991 when the Parties tentatively agreed and signed off on that section except for the insertion of a sentence in the second paragraph of the section which describes a procedure for rotating days off under the agreed upon 5 days on and 2 days off work schedule.

According to the Village, this rotation procedure was not resolved on January 30, 1991, because neither Party was able to present a proposal on rotation of days off under the new 5 and 2 work schedule and because the Police Chief, who was not at the bargaining table, had to be consulted on the matter.

The Village also contended that a 5 and 2 work schedule for the police unit employees, put it in line with the Village's Dispatchers and other police units in comparable jurisdictions.

Finally, the Village argued that the Arbitration Panel had no authority to accept the Union's final offer on Section 5.2 for the reason that the Union's final offer represents a total revocation of the tentative agreement reached on January 30, 1991 on this and other Articles of the Agreement; for example, Article 11, Union Security and Rights, Section 2.2 Fair Share which the Village stated was a concession made by the Village with representatives of the police unit for such agreements.

For its part, the Union vigorously contended that its tentative agreement on Section 5.2 was contingent on reaching agreement on rotation of days off under the proposed 5 days on and 2 days off work schedule; that under Paragraph 8 of the Parties' Ground Rules for Negotiations, "All tentative agreements on given items are contingent upon overall agreement being reached by the parties. No tentative agreement on any items shall be considered effective or binding on either party until an overall agreement is reached and ratified by both parties"; that because there was no such agreement or ratification by members of the bargaining unit on the procedure for rotating days off under the proposed 5 and 2 work schedule, there was no agreement on the balance of Section 5.2 as contended by the Village and that therefore the Union's final offer presented to this Arbitration Panel should be accepted and awarded.

It was the Union's position that its final offer dated July 26, 1991 was fair and met the efficiency needs of the Department; that the needs of the officers were also met with this proposed schedule; and that the Union, as well as the Village, made concessions during the collective negotiations.

The Chairman of this Arbitration Panel finds for the Village on this open issue and holds that it is not necessary to decide whether there was or was not a revocation of a previous tentative agreement allegedly reached by the Parties on January 30, 1991. The fact is that this Arbitration Panel has jurisdiction to decide which of the Parties' final offers is to be awarded. Given such authority, this Chairman has analyzed the record evidence including the Dispatchers 5 and 2 work schedule presented and based upon such record, the Village's final offer on Section 5.2 is awarded.

AWARD

The Village's final offer on Section 5.2 is awarded.

Arthur G. Malinowski
Neutral Chairman

Dated at Chicago, Illinois

this 12th day of September, 1991

The following Arbitration Panel Delegates concur in the above award.

Union Delegate

Robert J. Smith, Jr.

Village Delegate 9-12-91

The following Arbitration Panel Delegate dissent in the above award.

9/12/91

James G. Hayes

Union Delegate

Village Delegate

The second open issue presented to this Arbitration Panel involved Article XIV Wages, Section 14.1, BaseWages, Appendix B, Sergeants.

VILLAGE'S FINAL OFFER

ARTICLE XIV

WAGES

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APPENDIX B

BASE WAGE SCHEDULE
VILLAGE OF GLENWOOD SERGEANTS

| Step Ranges | Description* | Effective May 1, 1991 | |
|----------------|--|--------------------------|--------|
| | | Min | Max |
| 1 | Starting Sergeants Wage | 31,691 | 32,391 |
| 2 | Effective upon completion of 1 year as Sergeant | 32,441 | 33,141 |
| 3 | Effective upon completion of 2 years as Sergeant | 33,191 | 33,891 |
| 4 | Effective upon completion of 3 years as Sergeant | 33,941 | 34,641 |

* Years of service as referred to in this description column refer to length of service which counts toward completion of the probationary period and which is credited for seniority purposes as defined in Sections 1.2 and 6.1 of this Agreement.

UNION'S FINAL OFFER

" APPENDIX B
BASE WAGE SCHEDULE
VILLAGE OF GLENWOOD SERGEANTS

| <u>Step Ranges</u> | <u>Description*</u> | <u>Effective Minimum</u> | <u>May 1, 1991 Maximum</u> |
|--------------------|--|--------------------------|----------------------------|
| 1 | Starting Sergeants Wage | \$31,691 | \$32,391 |
| 2 | Upon completion of 1 year as Sergeant | 32,891 | 33,591 |
| 3 | Upon completion of 2 years as Sergeant | 34,091 | 34,791 |
| 4 | Upon completion of 3 years as Sergeant | 35,541 | 36,291 |

* Years of service as referred to in this description column refer to length of service in the Sergeant's classification and which is credited for seniority purposes as defined in Section 1.2 and 1.6 of this Agreement. "

A comparison of the Village's and Union's Basic Wage proposals for Sergeants is as follows:

| " Name | <u>VILLAGE PROPOSAL</u> | |
|-------------------|--------------------------------------|----------------------------|
| | <u>May 1, 1991 Effective Minimum</u> | <u>May 1, 1991 Maximum</u> |
| DiCarlo, Van | \$33,941.00 to | \$34,650.00 |
| DiMore, Alexander | 33,941.00 to | 34,641.00 |
| Meyers, Brian | 33,941.00 to | 34,641.00 |

| Name | <u>UNION PROPOSAL</u> | |
|-------------------|--------------------------------------|----------------------------|
| | <u>May 1, 1991 Effective Minimum</u> | <u>May 1, 1991 Maximum</u> |
| DiCarlo, Van | \$35,541.00 to | \$36,291.00 |
| DiMore, Alexander | 35,541.00 to | 36,291.00 |
| Meyers, Brian | 35,541.00 to | 36,291.00 |

The Village contended that the Arbitration Panel must consider this open issue of Base Wages for Sergeants within the context of a historical perspective; that, for example, on May 1, 1986, the Village "took away" overtime pay for Sergeants and in return each Sergeant received a \$1,500.00 cash payment; that on January 30, 1991 the Village agreed to restore overtime pay for the Sergeants with the result that their potential for higher earnings has

substantially increased; that it is reasonable to assume that, as in the past, Sergeants will take advantage of the overtime opportunities offered to them; that further, Patrolmen and Sergeants are in the same bargaining unit and because their duties are similar, the differences in pay cannot be large and disproportionate; that a comparison of Maximum Base Wages between Patrolmen and Sergeants within comparable jurisdictions reveals that if the Union's final offer were accepted and awarded, the Sergeants would have one of the highest differentials in the market place; that on other issues, the Parties agreed to the median and not the highest position among comparable jurisdictions; that the Village's final offer, including Educational Incentive Pay and Projected Overtime Earnings, will result in an 8.92% increase for Sergeants from Fiscal Year 1991 to 1992; that an external market comparison of the various comparable jurisdictions with the Village's final offer for Sergeant's pay, clearly shows the Village's offer to be very good with or without giving consideration to the history and current restoration of overtime pay; that the Parties have agreed on the Minimum Base Wages for Sergeants and if the Union's final offer for Sergeant's pay is awarded, it would in the long run, be outside the middle market range as agreed to on other issues including Patrolmen Wages and would be out of line and not reflective of what the Parties themselves would have agreed to; that the Awards of this Arbitration Panel are to reflect what the Parties in their collective negotiations would have done and an award for the Union on this open issue, would be violative of such principle; and that for all the above mentioned reasons, the Village's final offer on Base Wages for Sergeants must be accepted and awarded.

The Union, on the other hand, vigorously contended that the three Sergeants, members of the bargaining unit, are entitled to the base wages sought by the Union in this proceeding; that under the Village's final offer, two of the three Sergeants would receive no wage hike; that, at the same time, even the Union's final offer results in only a modest increase in pay for the Sergeants whose wages lag far behind that paid by similar communities; that this Arbitration Panel must look at the evidence presented objectively with a view toward assessing the impact made on the bargaining unit now and not from the point of view of where the Sergeants may end up at some future date; that the Sergeants have not received a wage hike for at least two years and the Union made various concessions during the collective negotiations in order to obtain increases in wages for the Sergeants; that for example, although the Village argued that overtime pay was restored for Sergeants, the fact is that the Union agreed to increase the number of hours of work before the overtime "kicks in"; that such concession itself affects the pay received by Sergeants; that further, although the Village urged the Arbitration Panel to give considerable weight to the newly restored overtime pay, the fact is that such alleged overtime opportunities and pay are speculative and therefore not determinative of the issue presented; and that for all the above mentioned reasons, the Union's final offer on Sergeants' Base Wages is to be accepted and awarded.

After a careful and detailed analysis of the evidence and arguments presented, the Chairman finds for the Union on this issue.

As stated previously, the Parties agreed to the Minimum Base Wages for Sergeants; however, they had different views and proposals relative to the Maximum which, according to the Village, should include the newly restored overtime pay opportunities. Indeed, the Village argued that its final offer with Educational Incentive Pay and Projected Overtime added in, would result in an 8.92% increase from fiscal year 1991 to 1992.

In support of its assertion that such projected overtime earnings were an appropriate factor for consideration by this Arbitration Panel, the Village submitted oral and written evidence as to the overtime hours actually worked by and paid to Sergeants in the last three years; namely 1983 - 1986. Thus, the Village concluded that the new overtime pay opportunity was to be considered along with other internal and external market factors, in the Arbitration Panel's deliberations.

In response to the Village's reliance on the overtime pay factor, the Union argued and the evidence would indicate that such factor was speculative; that not all Sergeants would opt to work the overtime even if offered; that unlike the overtime pay which in the 1980's "kicked in" after working 8 hours a day, the new overtime pay at time and one-half becomes available only after working 171 hours in a 28 day work cycle.

Therefore, the Union urged the Arbitration Panel to give no weight to the overtime factor and to instead consider the fact that the Sergeants have not received a wage hike for several years and that even the Union's final offer for Sergeants' Base Wages was modest when compared to that paid by similar jurisdictions.

Having reviewed the evidence and arguments presented, the Chairman of this Arbitration Panel accepts and awards the Union's Final Offer on this open issue.

AWARD

The Union's final offer on Article XIV Wages, Section 14.1 Base Wages, Appendix B Sergeants, is awarded.

Arthur G. Malinowski
Neutral Chairman

Dated at Chicago, Illinois

this 12th day of September, 1991

The following Arbitration Panel Delegates concur in the above award.

9/12/91

Fred G. Hayes
Union Delegate

Village Delegate

The following Arbitration Panel Delegates dissent in the above award.

Union Delegate

Robert L. Smith, Jr.
Village Delegate

9-12-91

The third and final open issue presented to this Arbitration Panel involved Article XV, Uniform Allowance.

It may be pointed out that the Parties agreed to a \$500.00 cap on the Village's annual cost of each employee's uniform allowance. The difference between the Parties' final offer centered on the way in which the cost/benefit would be effectuated. Put simply, the Union wanted a cash payment and the Village offered a Quartermaster system of issuance or reimbursement.

VILLAGE'S FINAL OFFER

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ARTICLE XV

UNIFORM ALLOWANCE

Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall be issued or reimbursed for the purchase of same in amounts not to exceed five hundred dollars (\$500.00) per fiscal year from a vendor designated by the Village (upon presentation of required receipts), under the following circumstances:

1. The Police Chief or his designee determines that an employee's clothing or equipment is damaged beyond repair through causes other than negligence of the employee; or
2. The Police Chief or his designee determines that an employee's clothing or equipment is worn and in need of replacement because of ordinary wear and tear; or
3. The Police Chief or his designee specifies new or additional items of uniform clothing and personal equipment.

Plain clothes detectives will be reimbursed for the purchase of appropriate plain clothes (and for any required uniform clothing and personal equipment purchased in accordance with the foregoing provisions) upon presentation of required receipts in amounts not to exceed five hundred dollars (\$500.00) per fiscal year.

Employees shall be required to clean and maintain uniforms and plain clothes properly and at their own expense, and will be responsible for the return of uniforms and equipment purchased with Village funds in good condition, less normal depreciation and destruction in the course of employment.

Prescribed items of uniform clothing and personal equipment that are covered by the uniform allowance are the following:

1. Uniform shirts, long and short sleeves
2. Uniform pants, winter and summer
3. Uniform ties
4. On-Duty leather, holsters, belts, ammo pouch
5. Handcuff case
6. Magazines for duty weapons
7. Baton and Ring
8. Uniform boots and shoes
9. Leather and weapon repairs
10. Uniform Windbreakers and Leather Jackets
11. Winter Hats
12. Name Plates
13. Uniform Rain Gear " "

UNION'S FINAL OFFER

"ARTICLE XV - UNIFORM ALLOWANCE

Bargaining unit employees shall be paid a sum of five hundred dollars (\$500.00) on or before July 1 of each year of this contract for the purpose of purchasing and maintaining uniforms and equipment. " "

The Village contended that its proposal is in keeping with the Quartermaster system currently in effect in the Village; that a Quartermaster system is typical of Uniform Allowance procedures found in comparable jurisdictions; that the Union's two arguments against a Quartermaster system; namely, adequacy of the list of items covered and the Police Chief's discretion in approving or rejecting the issuance or reimbursement for purchase of uniform clothing or personal equipment are not persuasive; that indeed, if the Chief's discretion is questioned, the matter may be grieved and resolved under the terms and provisions of Article VIII, Grievance Procedure; that in the Parties' collective negotiations, the Village tried to accommodate the employees' needs by offering 6 to 8 new items for the list so as to improve the Uniform Allowance benefit; that the Union did not respond to the Village's proposal; that the Quartermaster system now in effect has worked well and the Union's final offer, for a cash payment, appears to represent "backpedaling" on positions previously taken in collective bargaining.

The Union, on the other hand contended that in the past; namely, in the mid 1980's, the Village paid a lump sum to its officers as a uniform allowance; that such cash payment allows each officer to decide what clothing or equipment should be purchased; that under a Quartermaster system, it is the Chief of Police who makes the decision; that if the Chief does not approve, the officer cannot buy the item; that even if the Chief's decision may be grieved, that is not what the Union or the employees want to do; that in any event, the Village's list, although it has been expanded, does not allow the officer to buy needed equipment; for example, weapons, and bullet proof vests; and that for all the above mentioned reasons, the Union's final offer on this open issue must be accepted and awarded.

The Chairman of this Arbitration Panel finds for the Village on this open issue.

The record evidence established that a Quartermaster system has been in place for members of this police bargaining unit for several years and there is nothing to indicate a change was necessary or appropriate at this time.

It may well be that the Union and members of the unit considered cash payments as a better form of handling the issue of uniform allowances; however, their stated position was neither persuasive nor supported by the evidence. The list of items encompassed in the Village's final offer was admittedly more expansive and the record showed that the Union did not seek to add to the list during the Parties' collective negotiations. Similarly, the evidence would indicate that although the Police Chief under the Quartermaster system, may exercise his discretion and reject a police officer's request, that has not happened. For that reason, the Chairman finds the Union's stated concern against a Quartermaster system as speculative at best and not sufficiently persuasive to reject the Village's final offer in favor of the cash payment system proposed by the Union on behalf of its members of this police unit.

With respect to the list of items included in the Village's final offer and the Union's assertion that the list is not as expansive as the Union would like, the Chairman finds such Union assertion is similarly not a basis for rejection of the Village's final offer. Nor is it a basis for finding the Union's final offer as acceptable. The list was part of the Village's proposal during the collective negotiations and there is no evidence that the Union demanded additions to the list. Rather, the evidence was that the Union demanded a return to the former cash payment system and did not move from that proposal.

To repeat, the Chairman holds that the Union's claim of alleged shortcomings in the list is not persuasive so as to reject the Village's final offer or to accept and award the Union's final offer on this open issue.

Accordingly, the following award shall issue.

AWARD

The Village's final offer on Article XV, Uniform Allowance is awarded.

Arthur G. Malinowski
Neutral Chairman

Dated at Chicago, Illinois

this 12th day of September, 1991

The following Arbitration Panel Delegates concur in the above award.

Union Delegate

Robert L. Smith

Village Delegate 9-12-91

The following Arbitration Panel Delegates dissent in the above award.

9/12/91 *Fred G. Hayes*

Union Delegate

Village Delegate