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SPRINGFIELD, IL

BEFORE
EDWIN H. BENN
ARBITRATOR

In the Matter of the Arbitration **between** **CITY OF COUNTRYSIDE** **and** **ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, ON BEHALF OF LODGE NO. 37**	**CASE NO.:** S-MA-92-155 Arb. Ref. 93.042 (Interest Arbitration)

OPINION AND AWARD

APPEARANCES:

For the City:	Nick A. Cetwinski, Esq.
For the Union:	Thomas F. Sonneborn, Esq. Becky S. Dragoo, Legal Assistant

Place of Hearing:	Countryside, Illinois
Date of Hearing:	August 6, 1993
Dates Briefs Received:	September 15, 1993 (City); September 17, 1993 (Union)
Date of Award:	January 6, 1994

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I. INTRODUCTION

The previous Agreement between the parties ran from October 23, 1991 through April 30, 1992. Article 27.2 of that Agreement continued the Agreement in effect "after any expiration date while negotiations are continuing for a new contract between the parties."

Approximately 18 months of negotiations, including mediation efforts, did not yield a new Agreement. Impasse was declared and interest arbitration invoked.[1]

There are two bargaining units specified in the prior Agreement. *See* Article 1.1:

> **Bargaining Unit A: Sworn Personnel**
>
> Including all sworn peace officers below the rank of Sergeants (Patrolmen):
>
> Excluding Lieutenants, Sergeants, Chief of Police and all other employees employed by the City of Countryside Police Department.
>
> **Bargaining Unit B: Non-Sworn Personnel**
>
> Including all full-time Desk Officers and Desk/Records Officer;
>
> Excluding Patrol Officers; Sergeants; Lieutenants; Chief of Police; all supervisory, managerial and confidential employees and any other employees of the City of Countryside.

Patrol Officers provide the law enforcement function. Desk Officers and Desk Records Officers provide dispatch and administrative type services.[2]

II. PRIOR TENTATIVE AGREEMENTS

The parties agreed that their prior tentative agreements are to be part of this award. *See* Stip. No. 4. Those items (U. Exh. 1) state the following and are therefore made part of this award (*see* Tr. 52):

1. Use of Personal Leave. Personal Leave (PL) days may be used as a time off option on holidays.

2. Tuition Reimbursement. A limit of $5,200.00 per year.

3. Emergency Leave. The City agrees that the provisions of Title 4, Chapter 1, Section

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1 In this proceeding, the parties waived the tri-partite panel. *See* Stip. No. 8.

2 *See* Tr. 10, 48.

4-1-15E of the Municipal Code shall apply to all bargaining unit members; and, shall remain in effect for the term of this Agreement.

III. ISSUES IN DISPUTE AND THE PARTIES' FINAL OFFERS

The following issues are in dispute (Stip. No. 10). The parties' final offers are incorporated:

(10) **Issues in Dispute**: The parties agree that the following are the economic impasse issues which have been referred to interest arbitration for resolution by the Arbitrator for the parties' successor labor agreement, the term of which shall be May 1, 1992 through April 30, 1994:

(i) Patrol Officer Wages Year One: What increase in wages will be received by Patrol Officers, effective August 1, 1992?

Union's Final Offer: 4.0%[3]

City's Final Offer: 3.5%

(ii) Patrol Officer Wages Year Two: What increase in wages will be received by Patrol Officers, effective August 1, 1993?

Union's Final Offer: 3.5%

City's Final Offer: 3.5%

(iii) Desk Officer Wages Year One: What increase in wages will be received by Desk Officers, effective August 1, 1992: NOTE: This issue includes the question of whether an employee who left the employ of the Employer subsequent to August 1, 1992, but prior to the date of the arbitration, will be entitled to receive a pro rata portion of the retroactively effective award.

Union's Final Offer: 5.0%

City's Final Offer: 3.5%

(iv) Desk Officer Wages Year Two: What increase in wages will be received by Desk Officers, effective August 1, 1993: NOTE: This issue includes the question of whether an employee who left the employ of the Employer subsequent to August 1, 1992, but prior to the date of the arbitration, will be entitled to receive a pro rata portion of the retroactively effective award.

Union's Final Offer: 3.5%

City's Final Offer: 3.5%

(v) Desk Records Officer Wages: What increase in wages will be received by Desk Records Officers, effective August 1, 1992?

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[3] In all of the Union's wage offers, it seeks that "any employee separating from service during that period shall receive a pro rata portion of retroactive pay."

Union's Final Offer: 5.0%

City's Final Offer: 3.5%

(vi) Desk Records Officer Wages: What increase in wages will be received by Desk Records Officers, effective August 1, 1993?

Union's Final Offer: 3.5%

City's Final Offer: 3.5%

(vii) Medical Insurance Year One: What deductibles, co-pay and other provisions shall govern the medical insurance benefits applicable to employees in the two bargaining units, effective July 1, 1992?

Union's Final Offer: status quo

City's Final Offer: status quo

(viii) Medical Insurance Year Two: What deductibles, co-pay and other provisions shall govern the medical insurance benefits applicable to employees in the two bargaining units, effective July 1, 1993?

Union's Final Offer: status quo

City's Final Offer: replace present provisions within Article 15.1 to provide that all employees covered by the terms of the Agreement shall receive the same insurance benefits under the same terms and conditions as "ALL OTHER PARTICIPANTS UNDER THE WEST CENTRAL MUNICIPAL CONFERENCE HEALTH CARE PLAN", so long as all other employees of the City are likewise covered.

(ix) Holiday Pay: What compensation shall employees in the two bargaining units receive for working on a holiday?

Union's Final Offer: Effective August 1, 1992 increase to double time and one-half for those hours worked on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

City's Final Offer: status quo

(x) Maximum Accrual of Compensatory Time: What will be the maximum amount of compensatory time that an employee in the bargaining units may accrue?

Union's Final Offer: 60 hours effective August 1, 1992

City's Final Offer: status quo (48 hours maximum accumulation)

I express no opinion on the present unfair labor practice proceeding pending between

the parties.[4]

IV. DISCUSSION

A. The Statutory Standards

The disputes in this case are economic. The statutory provisions governing the issues in this case are found in §14 of the IPLRA:

> (g) ... As to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in subsection (h). * * *
>
> (h) Where there is no agreement between the parties, ... the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:
>
> (1) The lawful authority of the employer.
>
> (2) Stipulations of the parties.
>
> (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 the 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, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
>
> (7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
>
> (8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the pub-

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4 *See* Stip. No. 11:
The parties agree that each reserves their respective positions regarding the pending unfair labor practice at the Illinois State Labor Relations Board in case number S-CA-92-91. The parties' disputes in that matter shall be resolved before the ISLRB and will not be submitted tot he Arbitrator for resolution in these proceedings.

lic service or in private employment.

Throughout this decision, the relevant factors will be addressed where appropriate.

B. Ability To Pay

The City's ability to pay for the increases sought by the Union (or changes the City seeks) is specifically not an issue in this case. *See* Tr. 19, 49:

MR. CETWINSKI: I'd like to clarify affordability is not an issue here.

MR. BENN: You [the City] are not claiming inability to pay?

MR. CETWINSKI: No.

* * *

... ability to pay is not an issue before the Arbitrator ....

See also, City Presentation at Introduction; City Brief at 9 (" ... 'ability to pay' is not an issue between the parties ....").

C. The Comparables

Before applying the applicable statutory standards to the issues in dispute, it is necessary at this point to identify the comparable municipalities to use for comparison purposes.[5]

Prior to the hearing, the parties exchanged proposals on comparables. The City proposed using Clarendon Hills, La Grange, Riverside, Willowbrook, La Grange Park and Western Springs. The Union proposed Westchester, La Grange, Riverside, Lyons, Western Springs, La Grange Park and North Riverside. *See* correspondence of August 3, 1993.

Thus, after their initial exchange of proposed comparables, the parties were in agree-

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[5] The parties recognize the importance of the selection of comparables to their positions. The Union identifies comparability as one of "the most critical in interest arbitration in Illinois". U. Brief at 12. According to the City, "The most significant standards for interest arbitration in the public sector are comparability of wages, hours and working conditions of those jurisdictions used as those most 'comparable' to that enjoyed by the bargaining unit employees within the City of Countryside." City Brief at 9. *See also*, Tr. 48-49 where Mr. Cetwinski states "... of the eight [factors] the most important are the comparison of wages, hours and conditions of employment of the employees with comparable communities." In reality, as recognized by the parties, this case is mostly about comparables.

ment on the use of La Grange, La Grange Park, Riverside and Western Springs.

The parties initially differed on how to treat Clarendon Hills, Lyons, North Riverside, Westchester and Willowbrook—the City wanted Clarendon Hills and Willowbrook on the list of comparables to the exclusion of Lyons, North Riverside and Westchester while the Union wanted Lyons, North Riverside and Westchester on the list to the exclusion of Clarendon Hills and Willowbrook.

However, in the presentation of its case, the Union took the position that even if *all* of the proposed comparables are used, its positions should prevail.[6] The City has not agreed to use all of the proposed comparables, but has maintained its position that only Clarendon Hills, La Grange, Riverside, Willowbrook, La Grange Park and Western Springs should be considered.[7]

Therefore, given the present positions of the parties, for analysis purposes the Union does not now object to the City's proposed comparables.[8] The question now is whether Lyons, North Riverside and Westchester (*i.e.*, those municipalities proposed by the Union but not agreed to by the City) should also be included on the list.

The City's argument against use of Lyons, North Riverside and Westchester stems mainly from the fact that with respect to the comparables proposed by the City (City Brief at 3-4):

> ...[T]hese communities [the City's proposed comparables] were selected several years ago by an organization for the specific purpose of maintaining a competitive edge for City employees as compared to those suburban communities most common with the City of Countryside.

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6 *See* U. Exh. 4; U. Brief at 14 ("The Union believes that even when these two communities [Clarendon Hills and Willowbrook sought by the City to be included but not initially agreed to by the Union] are included, they support the Union's final offers on the impasse issues ...."). *See also*, Tr. 18 ("The Union is not opposed to including the two, the City's two jurisdictions that the City originally had on its list which we did not.").

7 *See* City Brief at 3-6.

8 If the tables and graphs set forth *infra* are examined concerning the choice of the comparable communities, the Union's agreement to include Clarendon Hills and Willowbrook on the list of comparables is justified. Those two communities are scattered throughout the areas of analysis and, if contested by the Union, nevertheless would have resulted in their inclusion in the group of comparables in this case.

> This historical practice and procedure has become an annual process by the City Administrator in structuring wage benefit recommendations to the City.

According to City Administrator Pat McDonald (Tr. 89-90) the comparables chosen by the City in this case were developed by a company (Resource Management) in a report dated May 30, 1989. Further, according to McDonald (Tr. 90):

> MR. SONNEBORN: Since May 30, 1989, have they done updated reports?
>
> MR. MC DONALD: No. They have not.
>
> MR. BENN: One report?
>
> MR. MC DONALD: One report, one analysis. Position classifications and pay plan study.

The report relied upon by the City was not part of the record in this case.

I am unable to exclude the Union's suggested comparables of Lyons, North Riverside and Westchester *solely* on the basis of the City's asserted past practice of using the City's comparables. The City's comparables were not chosen mutually by the parties in the past and were not selected as a result of a prior interest arbitration. Indeed, these were unilateral selections made by the company who prepared the study. Most significantly, neither the study or anything else that would show the underlying reasons those municipalities were chosen were disclosed by the record. I have no basis upon which to determine why those particular municipalities were chosen to the exclusion of others by the company preparing the study. Under the circumstances, and given the statutory obligation imposed upon me by §14(h) to consider comparables, the prior unilateral study is not sufficient precedent to exclude Lyons, North Riverside and Westchester as sought by the Union for inclusion on the list of comparables.

The next question is how to choose the comparables.[9]

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[9] Picking comparables for analysis purposes in interest arbitrations in this State is not the clearest of tasks. The Legislature gave interest arbitrators little guidance. In §14(h)(4) of the Act, I am told to look to "comparable communities"—that's all. But, what *specifically* is a "comparable community"? What *specific* factors are to be used? While there are common sense comparisons which should not be made (*e.g.*, one might not rationally compare Chicago with Red Bud, Illinois), which factors should be used or receive more weight than others?

First, examination of a map shows that Lyons, North Riverside and Westchester are in the Western Suburbs of Chicago as are Countryside and the agreed upon comparables of Clarendon Hills, La Grange, Riverside, Willowbrook, La Grange Park and Western Springs. Further, all of the municipalities are in very close proximity of each other. Indeed, Lyons, North Riverside and Westchester border one or more of the agreed upon comparables.

Second, the data offered by the parties for the comparables shows the following:

The parties approach to this problem demonstrates the dilemma and shows how different criteria are chosen for analysis purposes. The Union makes comparisons amongst communities based on population, equalized assessed valuation, number of total employees, per capita income, median home value, area in square miles, number of officers, State revenues (LGDF, surcharge, phone tax, ULO) and other revenues (property tax, sales tax, total general fund) and expenditures (general government, public safety, total general fund). *See* U. Exh. 4. The City looks to total police department employees, population, equalized assessed valuations, sale tax revenue, total police department budgets and gross salary personnel costs. *See* City Presentation, Comparable Jurisdictions; City Brief at 5. The City also keys upon past practice, parity relationships, extent of fire or crime problem, extent of recruitment, comparable ability to pay, state equalized value, taxes levied; distinctive characteristics of the locality, comparable duties and the peculiarities of the profession. *See* City Brief at 4 [citing Anderson & Krause, *Interest Arbitration In The Public Sector: Standards & Procedures*].

But, while such strong emphasis is placed on "comparables" by the Act and by the parties in this case and others throughout this state, there is reality that is apparent. *See* my award in *Village of Streamwood*, S-MA-89-89 (1989) at 21-22:

> It is not unusual in interest arbitrations for parties to choose for comparison purposes those communities supportive of their respective positions. The concept of a true "comparable" is often times elusive to the fact finder. Differences due to geography, population, department size, budgetary constraints, future financial well-being, and a myriad of other factors often lead to the conclusion that true reliable comparables cannot be found. The notion that two municipalities can be so similar (or dissimilar) in all respects that definitive conclusions can be drawn tilts more towards hope than reality. The best we can hope for is to get a general picture of the existing market by examining a number of surrounding communities.

TABLE 1
VARIOUS DEMOGRAPHIC STATISTICS OF UNION'S COMPARABLES

City	Pop.	Equalized Assessed Valuation	Total Employees	Per Capita Income	Median Home Value	Area (Sq. Mi.)	No. of Officers
Countryside	5,961	$158,251,972	66	$19,690	$131,700	2.5	21
Clarendon Hills	6,994	$135,050,255	34	$24,884	$166,700	1.7	13
Willowbrook	8,701	$185,038,509	38	$28,592	$191,300	2.5	20
Westchester	17,301	$242,722,267	105	$20,009	$127,200	3.1	35
Western Springs	11,956	$181,878,948	not avail.	$27,848	$195,800	2.6	21
LaGrange Park	12,861	$140,241,416	125	$20,411	$141,100	2.3	23
LaGrange	15,342	$207,132,024	129	$21,660	$166,100	2.5	28
Riverside	8,774	$119,939,235	43	$24,587	$176,400	2.0	19
North Riverside	6,180	$148,821,000	75	$18,048	$112,500	1.5	30
Lyons	9,828	$104,733,743	110	$14,979	$89,800	2.2	23

TABLE 2
STATE REVENUE FOR UNION'S COMPARABLES

City	LGDF	Surcharge	Photo Tax	ULO
Countryside	$229,639	$162,579	$11,654	$17,303
Clarendon Hills	$255,547	$180,921	$12,849	$18,260
Willowbrook	$317,833	$225,018	$16,000	$22,869
Westchester	$649,227	$459,637	$32,732	$47,126
Western Springs	$463,515	$328,158	$23,439	$34,224
LaGrange Park	$575,306	$407,303	$28,999	$41,711
LaGrange	$486,772	$344,623	$24,562	$35,508
Riverside	$334,923	$237,117	$16,914	$24,549
North Riverside	$239,505	$169,564	$12,147	$17,978
Lyons	$365,393	$258,690	$18,404	$26,380

TABLE 3
REVENUE AND EXPENDITURE STATISTICS FOR UNION'S COMPARABLE COMMUNITIES

City	Property Tax Rev.	Sales Tax Rev.	Total Gen. Fund Rev.	Gen. Govt.	Public Safety	Gen. Fund Expend.
Countryside	$122,479	$3,866,458	$4,411,307	$1,299,936	$1,762,782	$7,537,459
Clarendon Hills	$1,201,835	$427,262	$2,462,544	$310,723	$1,132,887	$2,062,701
Willowbrook	$174,994	$1,830,945	$3,569,742	$1,385,865	$1,650,953	$4,033,557
Westchester	$3,307,613	$1,336,572	$6,506,783	$1,457,429	$3,623,796	$7,263,041
Western Springs	$2,530,515	$578,125	$3,848,019	$978,453	$1,788,148	$3,789,312
LaGrange Park	$618,757	$550,800	$2,162,749	$711,065	$1,561,692	$1,990,298
LaGrange	$3,999,941	$954,881	$5,857,277	$754,264	$3,130,438	$4,708,208
Riverside	$3,239,278	$182,693	$1,598,560	$886,333	$1,595,030	$487,017[10]
North Riverside	$489,514	$4,068,025	$6,151,293	$570,269	$4,425,188	$6,006,488
Lyons	$1,567,064	$675,688	$3,565,483	$1,040,462	$1,715,574	$3,416,567

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[10] Riverside's Public Safety expenditures are paid out of a special revenue fund thereby affecting this category.

TABLE 4
CITY'S COMPARABLE STATISTICS

Jurisdiction	Police Dept. Employees	Pop.	Equalized Assessed Valuation	Sales Tax Revenue	Total Police Dept. Budget	Personnel Costs That Are Gross Salary
Clarendon Hills	18	6,994	$135,050,255	$427,261	$823,106	$573,984
LaGrange	50	15,362	$207,132,024	$810,943	$1,859,122	$1,513,966
LaGrange Park	29	12,861	$140,241,216	$530,212	$1,631,100	$1,296,744
Riverside	23	8,774	$119,939,235	$183,000	$1,125,110	$974,245
Western Springs	27	11,984	$186,315,286	$499,428	$1,589,000	$1,213,000
Willowbrook	28	8,598	$185,038,509	$1,830,945	$1,619,260	$1,024,084
Countryside	27	5,716	$158,251,972	$3,800,000	$1,931,096	$1,136,646

Examination of the data offered by the parties shows that while the parties are in agreement that factors such as size (population and employee complements), revenues and expenditures should be considered, in many ways they have chosen different specific categories for examination. That makes comparisons difficult. However, examination of the above tables shows that there is specific agreement with respect to three of the categories—population, equalized assessed valuation and sales tax revenue.

Taking those three agreed-upon categories and, for the sake of discussion because there are various differences within the categories concerning specific figures for certain municipalities, taking the City's figures as correct where differences exist (which gives the City the benefit of the doubt), the proposed comparables demonstrate the following:

TABLE 5
AGREED UPON CATEGORIES

City	Pop.	Equalized Assessed Valuation	Sales Tax Revenue
Clarendon Hills	6,994	$135,050,255	$427,261
LaGrange	15,362	$207,132,024	$810,943
LaGrange Park	12,861	$140,241,216	$530,212
Riverside	8,774	$119,939,235	$183,000
Western Springs	11,984	$186,315,286	$499,428
Willowbrook	8,598	$185,038,509	$1,830,945
Countryside	5,716	$158,251,972	$3,800,000
Lyons	9,828	$104,733,743	$675,688
North Riverside	6,180	$148,821,000	$4,068,025
Westchester	17,301	$242,722,267	$1,336,572

If the above agreed-upon categories are further examined, the rankings of municipalities are as follows (contested comparables are highlighted):

TABLE 6
RANKINGS OF MUNICIPALITIES BY CATEGORY (LOW TO HIGH)

Population	Equalized Assessed Valuation	Sales Tax Revenue
Countryside	**Lyons**	Riverside
North Riverside	Riverside	Clarendon Hills
Clarendon Hills	Clarendon Hills	Western Springs
Willowbrook	LaGrange Park	LaGrange Park
Riverside	**North Riverside**	**Lyons**
Lyons	Countryside	LaGrange
Western Springs	Willowbrook	Westchester
LaGrange Park	Western Springs	Willowbrook
LaGrange	LaGrange	Countryside
Westchester	Westchester	**North Riverside**

Looking at the other categories for which information exists on all municipalities in dispute (*i.e.*, the data offered by the Union), the following rankings are shown:

TABLE 7
TOTAL EMPLOYEES, PER CAPITA INCOME, MEDIAN HOME VALUE, AREA, NO. OF OFFICERS (LOW TO HIGH)

Total Employees	Per Capita Income	Median Home Value	Area (Sq. Mil)	No. Of Officers
Clarendon Hills	**Lyons**	**Lyons**	**North Riverside**	Clarendon Hills
Willowbrook	**North Riverside**	**North Riverside**	Clarendon Hills	Riverside
Riverside	Countryside	Westchester	Riverside	Willowbrook
Countryside	Westchester	Countryside	**Lyons**	Countryside
North Riverside	LaGrange Park	LaGrange Park	LaGrange Park	Western Springs
Westchester	LaGrange	LaGrange	Countryside	**Lyons**
Lyons	Riverside	Clarendon Hills	LaGrange	LaGrange Park
LaGrange Park	Clarendon Hills	Riverside	Willowbrook	LaGrange
LaGrange	Western Springs	Willowbrook	Western Springs	**North Riverside**
Western Springs[11]	Willowbrook	Western Springs	Westchester	Westchester

[11] Information not available.

TABLE 8
STATE REVENUES (LOW TO HIGH)

LGDF	Surcharge	Photo Tax	ULO
Countryside	Countryside	Countryside	Countryside
North Riverside	**North Riverside**	**North Riverside**	**North Riverside**
Clarendon Hills	Clarendon Hills	Clarendon Hills	Clarendon Hills
Willowbrook	Willowbrook	Willowbrook	Willowbrook
Riverside	Riverside	Riverside	Riverside
Lyons	**Lyons**	**Lyons**	**Lyons**
Western Springs	Western Springs	Western Springs	Western Springs
LaGrange	LaGrange	LaGrange	LaGrange
LaGrange Park	LaGrange Park	LaGrange Park	LaGrange Park
Westchester	Westchester	Westchester	Westchester

TABLE 9
PROPERTY TAX, GEN. FUND REV., GEN. GOVT., PUBLIC SAFETY, GEN. FUND EXPEND. (LOW TO HIGH)

Property Tax Rev.	Total Gen. Fund Rev.	Gen. Govt.	Public Safety	Gen. Fund Expend.
Countryside	Riverside	Clarendon Hills	Clarendon Hills	Riverside[12]
Willowbrook	LaGrange Park	**North Riverside**	LaGrange Park	LaGrange Park
North Riverside	Clarendon Hills	LaGrange Park	Riverside	Clarendon Hills
LaGrange Park	**Lyons**	LaGrange	Willowbrook	**Lyons**
Clarendon Hills	Willowbrook	Riverside	**Lyons**	Western Springs
Lyons	Western Springs	Western Springs	Countryside	Willowbrook
Western Springs	Countryside	**Lyons**	Western Springs	LaGrange
Riverside	LaGrange	Countryside	LaGrange	**North Riverside**
Westchester	**North Riverside**	Willowbrook	Westchester	Westchester
LaGrange	Westchester	Westchester	**North Riverside**	Countryside

With respect to North Riverside and Lyons, the above comparative tables show that those two municipalities should be included in the group of comparables for examination in this case. A general review of the above tables (particularly Tables 5-9) shows North Riverside and Lyons scattered throughout the various categories when compared to those municipalities the City urges as comparable. In practically all cases, North Riverside and Lyons are lower on the comparative scale than a number of the municipalities urged by

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12 Public Safety expenditures are paid out of a special revenue fund thereby affecting this category.

the City as being in the appropriate group of comparables. Given that scatter, and further given in many circumstances North Riverside and Lyons rank very close to Countryside itself, there is no reason to exclude these two municipalities from the list of comparables for this case.

Westchester, however, poses a problem from the Union's perspective. Examination of Tables 5-9 shows that in terms of population, equalized assessed valuation, area, number of officers, LGDF, surcharge, photo tax, ULO, total general fund revenue, and general government, Westchester is the *largest* in the group of proposed comparables. Further, with respect to property tax revenue, public safety and general fund expenditure, Westchester is *second* to the largest. What is significant about this observation is that this inordinate high ranking of Westchester is based on the Union's data. Stated differently, in terms of examining Westchester, the Union is getting the benefit of all possible doubt.

But, I recognize that being first or second in a category may be statistically insignificant if there is not much of a difference between number 1 and number 2. Further examination of the data, however, shows that the differences with respect to Westchester are significant.

With respect to population (and, again, using the Union's figures where conflicts exist), Westchester (population 17,301) has 1,959 more residents than LaGrange (population 15,342) or 12.7% more residents.

With respect to equalized assessed valuation, Westchester ($242,722,267) exceeds LaGrange ($207,132,024) by $35,590,243 or 17.1% larger.

With respect to area, Westchester (3.1 sq. miles) is .5 sq. miles larger than Western Springs (2.5 sq. miles), or 20% larger.

With respect to number of officers, Westchester (35) has five more than North Riverside (30), or 16.7% larger.

In terms of State revenue (LGDF, surcharge, photo tax and ULO) Westchester $649,227, $459,637, $32,732 and $47,126) receives $73,921, $52,334, $3,733, and

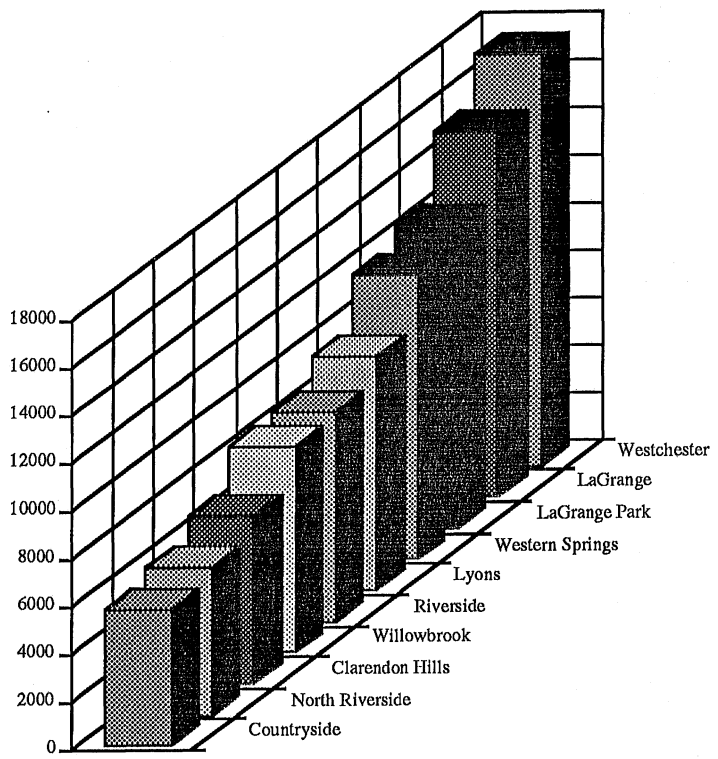
$5,415 more than LaGrange Park ($575,306, $407,303, $28,999 and $41,711) in each respective category, or 12.8%, 12.8%, 12.9% and 13% respectively more.

In terms of total general fund revenue, Westchester ($6,506,783) receives $355,490 more than North Riverside ($6,151,293), or 5.8% more.

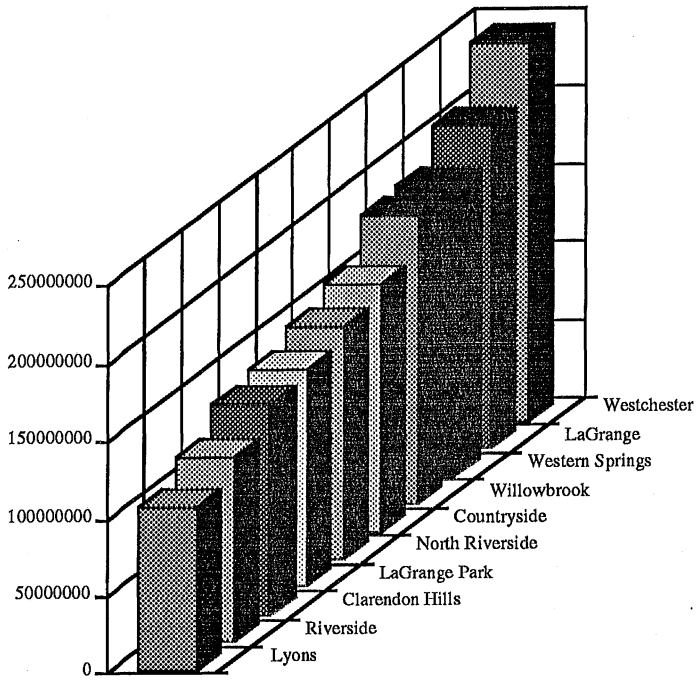
In terms of general government, Westchester ($1,457,429) is $71,564 more than Willowbrook ($1,385,865), or 5.2%.

The following graphs further demonstrate Westchester's comparisons to the remainder of the group showing that where it is the largest, the differences are quite significant:

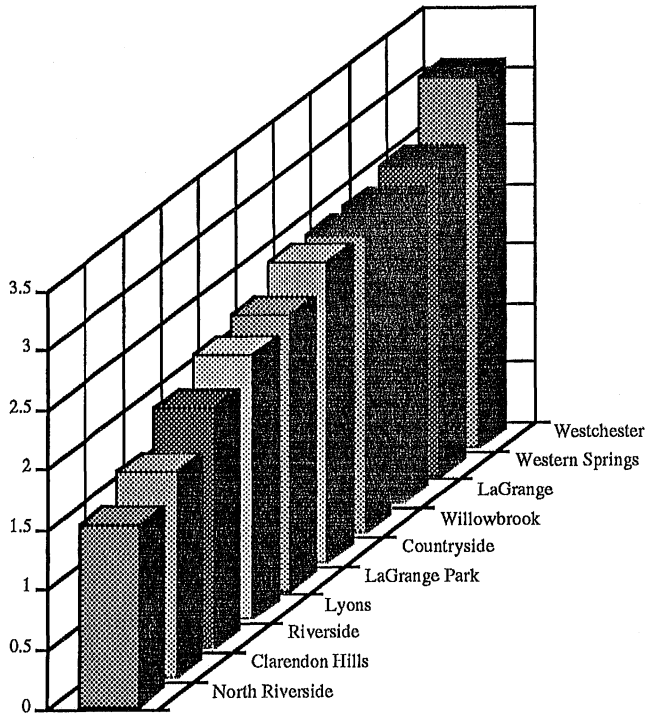
POPULATION



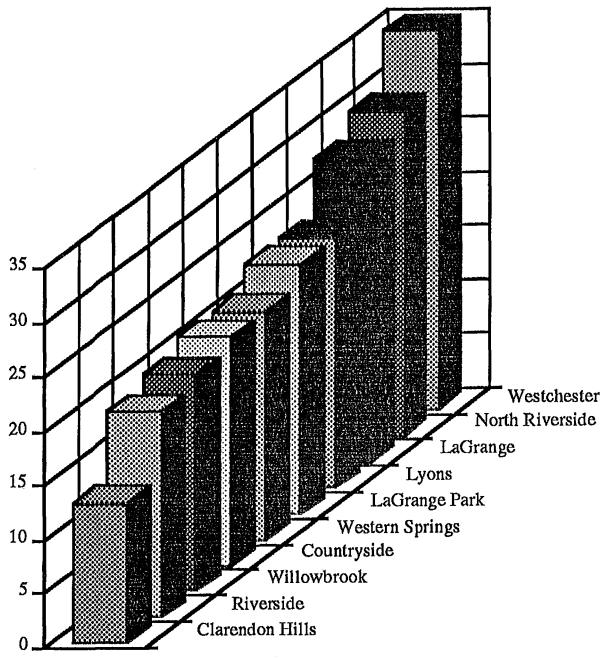
EQUALIZED ASSESSED VALUATION



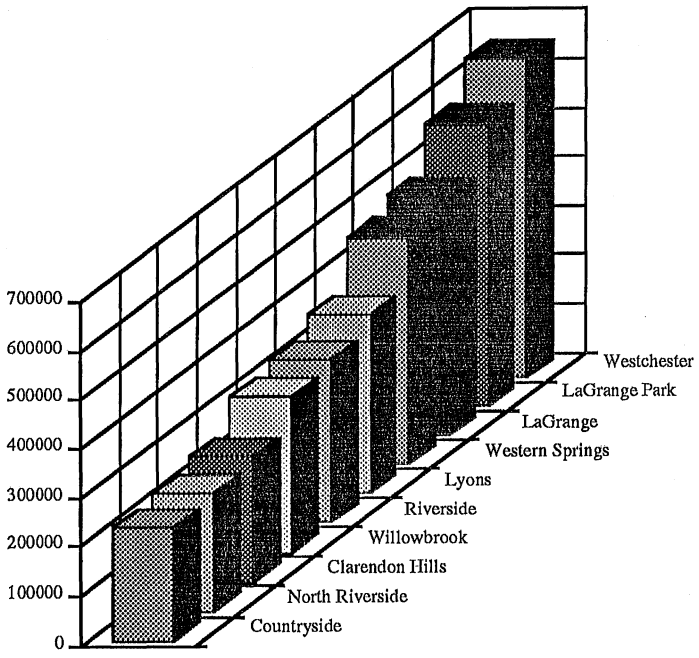
AREA



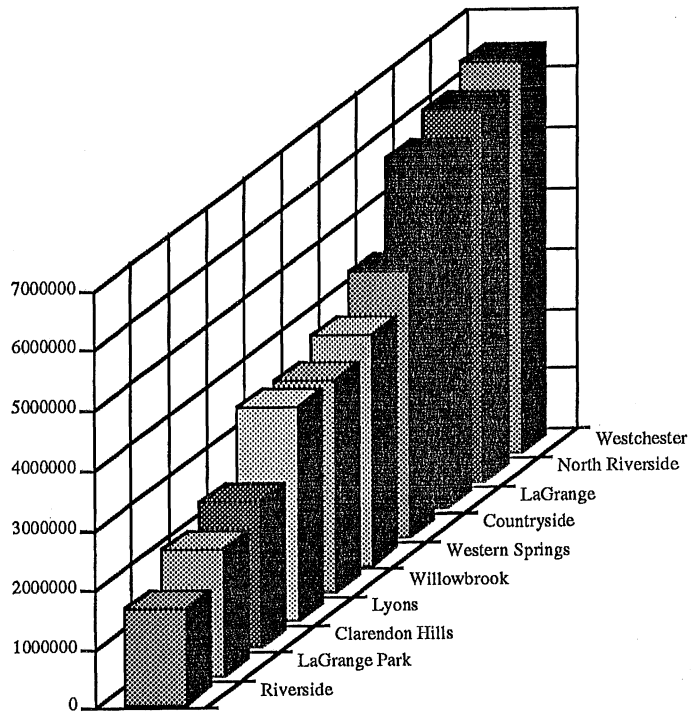
Number of officers



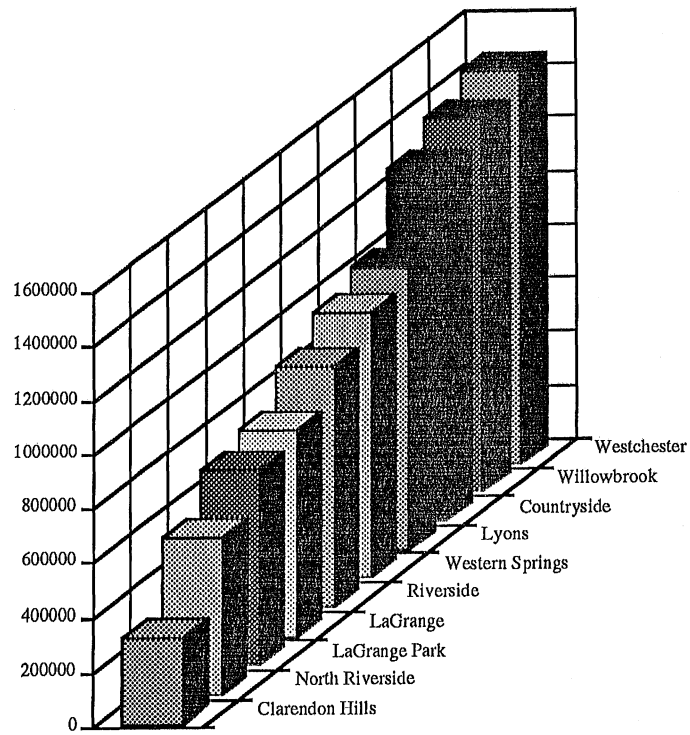
LGDF (REPRESENTATIVE OF STATE REVENUES)



Total General Fund Revenue



General Government



Given this analysis showing how Westchester is the largest in the group of proposed comparables by significant amounts in the categories of population, equalized assessed valuation, area, number of officers, LGDF, surcharge, photo tax, ULO, total general fund revenue, and general government, coupled with the fact that Westchester is second largest in the group in property tax revenue, public safety and general fund expenditures, it is fair to conclude that Westchester simply is a larger community than the others at issue in this case and, as such, is sufficiently distinct so as to require a finding that Westchester is not comparable to the others.

In sum then, the following municipalities shall consist of the group of comparables in this matter:

Clarendon Hills
Countryside
LaGrange
LaGrange Park
Lyons
North Riverside
Riverside
Western Springs
Willowbrook

D. Determination Of The Issues

1. Wages

The next task is to determine the wages and benefits of the employees in the comparable communities. I find the Union's data to be more reliable. The Union's data compilations in U. Exh. 4 are, for the most part, based upon analysis of the collective bargaining agreements and are broken down specifically by years.[13] The City's data compilations are averages and are based upon surveys.[14]

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[13] The Union's data was not challenged as or demonstrated to be inaccurate.

[14] *See* Tr. 86, 88:

MR. SONNEBORN: ... Under the City's tab titled comparable jurisdictions, the second page shows community statistics; what is the source for those statistics?

MR. CETWINSKI: The source for those statistics, staff within the office contacted representatives from each of these communities and asked them for those figures.

* * *

MR. SONNEBORN: ... We take the position that the contract is the most reliable source

Further, the parties have structured their wage offers by employee classification within the two bargaining units for the two separate years at issue. Therefore, the wage proposals will be treated separate in all respects.[15]

a. Patrol Officers

Effective August 1, 1992, the Union seeks an increase of 4.0%. The City offers 3.5%. The parties are in agreement that effective August 1, 1993, the increases shall be 3.5%.[16]

Analysis of the offers compared to the comparables shows the following:

TABLE 10
PATROL OFFICERS 1992 (Union - 4%, City - 3.5%)

City	Effect. Date	Start	After 1 Yr.	After 5 Yrs.	After 10 Yrs	After 15 Yrs.	After 20 Yrs.
Countryside	8/1/91	26530	29910	38151	38151	38151	38151
Clarendon Hills	1992	25728	27024	32208	-	-	37380
Willowbrook	1992	27396	Merit	Merit	Merit	Merit	41796
Western Springs	5/1/92	28700	29400	34650	37800	37800	37800
LaGrange Park	5/1/92	29016	33084	39480	39480	39480	39480
LaGrange	5/1/92	27522	n/a	39291	39291	39291	39291
Riverside	5/1/92	31477	35068	38592	39858	39858	39858
North Riverside	5/1/92	27132	31248	39061	39361	39961	39961
Lyons	5/1/92	29580	31059	36674	37393	38112	38831
Union Offer	5/1/92	27591	31106	39677	39677	39677	39677
City Offer	5/1/92	27459	30957	39486	39486	39486	39486

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for it. We went back and looked at the contracts during the course of the hearing; it is different.

The kind of evidence offered by the City was therefore, in many respects, hearsay and not subject to scrutiny through cross-examination. The collective bargaining agreements of the various municipalities relied upon by the Union as the source of its information were introduced at the hearing. *See* U. Exh. 7. Where conflicts exist, I therefore find the type of evidence offered by the Union to be more reliable.

15 *See* Tr. 36:

MR. BENN: Am I to treat the offers made on patrol and the offers made on desk officers separately?

MS. DRAGOO: Yes. We have indicated them as separate issues.

See also, Tr. 48:

MR. CETWINSKI: ... There are ten separate distinct economic issues that we're presenting before you today for determination .... As to each economic issue the Arbitrator shall adopt the last [offer] of settlement ....

16 The fact that the parties are .5% apart in only one of the two years in dispute for Patrol Officers is not taken by me as an indication of intransigence by either side. While perhaps not of immediate large monetary impact, that .5% attaches to other entitlements; becomes a base for future bargaining; and becomes a measure for other employees in this bargaining unit, in this City and in surrounding communities who in the future may look to Countryside as a comparable jurisdiction. In the long run, that .5% difference has potential substantial impact.

TABLE 11
PATROL OFFICERS 1993 (Union - 3.5%, City - 3.5%)

City	Effect. Date	Start	After 1 Yr.	After 5 Yrs.	After 10 Yrs.	After 15 Yrs.	After 20 Yrs.
Countryside	8/1/91	26530	29910	38151	38151	38151	38151
Clarendon Hills	6/16/93	26496	-	33180	-	-	38496
Willowbrook	6/16/93	27396	Merit	Merit	Merit	Merit	42720
Western Springs	5/1/93	29417	30135	39312	39312	39312	39312
LaGrange Park	5/1/93	29880	34080	40668	40668	40668	40668
LaGrange	5/1/93	28622	n/a	40863	40863	40863	40863
Riverside	5/1/93	33208	36996	40714	42050	42050	42050
North Riverside[17]	5/1/93	unavail.	unavail.	unavail.	unavail.	unavail.	unavail.
Lyons A[18]	5/1/93	30763	32301	38141	38889	39637	40384
Lyons B[19]	5/1/93	30160	31668	37393	38126	38860	39593
Union Offer	5/1/93	28557	32195	41066	41066	41066	41066
City Offer	5/1/93	28420	32040	40868	40868	40868	40868

TABLE 12
1992 RANKING OF COMPARABLES FOR PATROL OFFICERS WITH PARTIES' OFFERS APPLIED (LOW TO HIGH)[20]

Start	After 1 Yr.	After 5 Yrs.	After 10 Yrs	After 15 Yrs.	After 20 Yrs.
Clarendon Hills	Clarendon Hills	Clarendon Hills	Lyons	Western Springs	Clarendon Hills
Countryside	Western Springs	Western Springs	Western Springs	Lyons	Western Springs
North Riverside	Countryside	Lyons	Countryside	Countryside	Countryside
Willowbrook	City Offer	Countryside	LaGrange	LaGrange	Lyons
City Offer	Lyons	Riverside	North Riverside	LaGrange Park	LaGrange
LaGrange	Union Offer	North Riverside	LaGrange Park	City Offer	LaGrange Park
Union Offer	North Riverside	LaGrange	City Offer	Union Offer	City Offer
Western Springs	LaGrange Park	LaGrange Park	Union Offer	Riverside	Union Offer
LaGrange Park	Riverside	City Offer	Riverside	North Riverside	Riverside
Lyons		Union Offer			North Riverside
Riverside					Willowbrook

17 In negotiations when data compiled.

18 For employees hired on or after 5/1/92.

19 For employees hired before 5/1/92.

20 For those municipalities where no data is available, an empty space is indicated in the tables.

TABLE 13
1993 RANKING OF COMPARABLES FOR PATROL OFFICERS WITH PARTIES' OFFERS APPLIED (LOW TO HIGH)

Start	After 1 Yr.	After 5 Yrs.	After 10 Yrs	After 15 Yrs.	After 20 Yrs.
Clarendon Hills	Countryside	Clarendon Hills	Lyons B	Countryside	Countryside
Countryside	Western Springs	Lyons B	Countryside	Lyons B	Clarendon Hills
Willowbrook	Lyons B	Lyons A	Lyons A	Western Springs	Western Springs
City Offer	City Offer	Countryside	Western Springs	Lyons A	Lyons B
Union Offer	Union Offer	Western Springs	LaGrange Park	LaGrange Park	Lyons A
LaGrange	Lyons A	LaGrange Park	LaGrange	LaGrange	LaGrange Park
Western Springs	LaGrange Park	Riverside	City Offer	City Offer	LaGrange
LaGrange Park	Riverside	LaGrange	Union Offer	Union Offer	City Offer
Lyons B		City Offer	Riverside	Riverside	Union Offer
Lyons A		Union Offer			Riverside
Riverside					Willowbrook

Tables 12 and 13 take the information supplied by the Union in Tables 10 and 11 (from U. Exh. 4) and establish rankings for those comparables with available data. Several observations are apparent

First, if present wages are carried through (*i.e.*, the unshaded "Countryside" in Tables 12 and 13), Countryside consistently ranks near the bottom of the comparables.

Second, a pattern clearly emerges which flows from the fact that the parties are only .5% apart for 1992 and in agreement for 1993—the rankings are quite close when the offers are applied. *See* Tables 12 and 13.

Third, but what emerges from this is that in examining the rankings for 1992 (Table 12), the City's offer places the Patrol Officers in the lower middle area of the comparables for the starting and after one year categories. The Union's offer for 1992 places the Patrol Officers two places higher, more in the mid-range. However, when the Patrol Officers in the greater than five year categories are examined, the City's offer places those Patrol Officers at the high end (after five years) and at the higher end for categories for more than 10 years. The Union's offer places the Patrol Officers one place higher for the categories after five years. But what is apparent is that with the City's offer of 3.5%

in 1992, the Patrol Officers have made substantial gains in the after five year categories whereas before, they were clearly at the lower end of the comparables.

The 1993 comparisons (Table 13) yield fairly much the same result. The pattern remains—improvement to the lower mid-range in the starting and after 1 year categories and maintenance of mid-high range in the after five year categories. As a general rule, then, the City's offer takes the Patrol Officers from lower in the rankings to much higher places when compared to the comparables. From the evidence in this record, it appears that the vast majority of the Patrol Officers in Countryside are in the greater than five year category and serve to immediately benefit the most from the increases found in the City's offer. *See* U. Exh. 4 listing 15 Patrol Officers, 12 of whom have seniority dates ranging from March 28, 1988 back to January 19, 1968—*i.e.*, greater than five years. Given that the City's offer makes these substantial gains in salary, and given that there is no further reason to justify an additional gain as sought by the Union's .5% difference for 1992, the City's offer for 1992 for Patrol Officers is favored by examination of the comparables. The parties are in agreement for a 3.5% increase effective August 1, 1993. The City's offer of a 3.5% increase effective August 1, 1992 shall be adopted.[21]

b. Desk Officers

Effective August 1, 1992, the Union seeks an increase of 5.0%. The City offers 3.5%. The parties are in agreement that effective August 1, 1993, the increases shall be 3.5%.

Analysis of the offers compared to the comparables shows the following:

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[21] These conclusions are based on the Union's data which I have found to be more reliable than the City's data. The Union approaches the analysis from examination of averages. See U. Brief at 20. In my opinion, a better snapshot of how the employees are doing comes from how they are specifically ranked with the other comparable communities in the various years of service categories rather than a general look at averages.

TABLE 14
DESK OFFICERS 1992 (Union - 5%, City - 3.5%)

City	Effect. Date	Start	After 1 Yr.	After 5 Yrs.	After 10 Yrs	After 15 Yrs.	After 20 Yrs.
Countryside	8/1/91	18244	20014	24857	24857	24857	24857
Clarendon Hills[22]	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Willowbrook[23]	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Western Springs	5/1/92	19131	19131	24349	26145	26145	26145
LaGrange Park	5/1/92	20712	21756	25908	25908	25908	25908
LaGrange	5/1/92	18909	merit	merit	merit	merit	merit
Riverside	5/1/92	21119	24307	26601	26601	26601	26601
North Riverside	5/1/92	not avail.	not avail.	not avail.	not avail.	not avail.	not avail.
Lyons A	5/1/92	19380	20349	24734	27270	27270	27270
Lyons B	5/1/92	19000	19150	24249	26375	26375	26375
Union Offer	5/1/92	19156	21015	26100	26100	26100	26100
City Offer	5/1/92	18883	20714	25727	25727	25727	25727

TABLE 15
DESK OFFICERS 1993 (Union - 3.5%, City - 3.5%)

City	Effect. Date	Start	After 1 Yr.	After 5 Yrs.	After 10 Yrs	After 15 Yrs.	After 20 Yrs.
Countryside	8/1/91	18244	20014	24857	24857	24857	24857
Clarendon Hills	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Willowbrook	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Western Springs	5/1/93	19438	20405	24739	26563	26563	26563
LaGrange Park	5/1/93	21336	22404	26688	26688	26688	26688
LaGrange	5/1/93	18909[24]	merit	27776	27776	27776	27776
Riverside	5/1/93	19362	25279	27665	29200	29200	29200
North Riverside	5/1/93	18144	20999	26584	27184	27780	27780
Lyons A	5/1/93	20473	21498	26130	29384	29816	30248
Lyons B	5/1/93	20072	21076	25618	28807	29232	29655
Union Offer	5/1/93	19827	21750	27013	27013	27013	27013
City Offer	5/1/93	19543	21439	26627	26627	26627	26627

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22 Does not employ dispatchers.

23 Does not employ dispatchers.

24 As corrected at the hearing.

TABLE 16
1992 RANKING OF COMPARABLES FOR DESK OFFICERS WITH PARTIES' OFFERS APPLIED (LOW TO HIGH)

Start	After 1 Yr.	After 5 Yrs.	After 10 Yrs.	After 15 Yrs.	After 20 Yrs.
Countryside	Western Springs	Lyons B	Countryside	Countryside	Countryside
City Offer	Lyons B	Western Springs	City Offer	City Offer	City Offer
LaGrange	Countryside	Lyons A	LaGrange Park	LaGrange Park	LaGrange Park
Lyons B	Lyons A	Countryside	Union Offer	Union Offer	Union Offer
Western Springs	City Offer	City Offer	Western Springs	Western Springs	Western Springs
Union Offer	Union Offer	LaGrange Park	Lyons B	Lyons B	Lyons B
Lyons A	LaGrange Park	Union Offer	Riverside	Riverside	Riverside
LaGrange Park	Riverside	Riverside	Lyons A	Lyons A	Lyons A
Riverside					

TABLE 17
1993 RANKING OF COMPARABLES FOR DESK OFFICERS WITH PARTIES' OFFERS APPLIED (LOW TO HIGH)

Start	After 1 Yr.	After 5 Yrs.	After 10 Yrs.	After 15 Yrs.	After 20 Yrs.
North Riverside	Countryside	Western Springs	Countryside	Countryside	Countryside
Countryside	Western Springs	Countryside	Western Springs	Western Springs	Western Springs
LaGrange	North Riverside	Lyons B	City Offer	City Offer	City Offer
Riverside	Lyons B	Lyons A	LaGrange Park	LaGrange Park	LaGrange Park
Western Springs	City Offer	North Riverside	Union Offer	Union Offer	Union Offer
City Offer	Lyons A	City Offer	North Riverside	LaGrange	LaGrange
Union Offer	Union Offer	LaGrange Park	LaGrange	North Riverside	North Riverside
Lyons B	LaGrange Park	Union Offer	Lyons B	Riverside	Riverside
Lyons A	Riverside	Riverside	Riverside	Lyons B	Lyons B
LaGrange Park		LaGrange	Lyons A	Lyons A	Lyons A

The pattern from tables 14-17 is clear. As shown in Tables 16 and 17, if maintained, the present wages for Desk Officers keeps those employees at the low end and, in many situations, at the bottom of the comparables. For 1992 and 1993, the City's offer maintains that low ranking, particularly in the starting and after 10 years categories.[25] The

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[25] According to the City's listing of employees (U. Exh. 4), the Desk Officers have starting dates in 1987, 1991 and 1992.

Union's initial offer of 5.0% for 1992 places the Desk Officers more in the mid-range for those two years. The Union's offer therefore is favored by this analysis and its offer shall be adopted.

c. Desk Records Officer

Effective August 1, 1992, the Union seeks an increase of 5.0%. The City offers 3.5%. The parties are in agreement that effective August 1, 1993, the increases shall be 3.5%.[26]

In terms of their presentations, the parties have essentially treated the Desk Records Officer similar to the Desk Officers. For the reasons discussed above concerning Desk Officers, the Union's offer therefore is favored by the analysis and its offer shall be adopted for the disputed year beginning August 1, 1992.

d. Impact Of The Cost-Of-Living On The Wage Determinations

I find that the consideration of the cost-of-living factor does not change the result concerning the wage determinations.

In its Brief at 35, the Union summarizes how it views the impact of cost-of-living upon the purchasing power:

- With the Union proposal, patrol officers gain 1.82% in buying power over that which they had in August 1991; With the Employer proposal, patrol officers gain 1.33% in buying power over that which they had in August 1991.
- With the Union proposal, dispatch/desk officers gain 2.80% in buying power over that which they had in August 1991; With the Employer proposal, dispatch/desk officers gain 1.33% in buying power over that which they had in August 1991.

The City (City Brief at 10) focuses upon its offers compared to the CPI-U—"This is at a time when the Consumer Price Index-Urban Areas [i]s 3.0%". The City further focuses on the following comparisons of the offers to the CPI-U:

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26 The City's listing of employees (U. Exh. 4) shows one employee in this category.

TABLE 18
CITY'S COMPARISON OF OFFERS TO CPI-U

Employees	Union	City	CPI-U
Patrol Officers	4.0%	3.5%	3.0%
Desk Officers	5.0%	3.5%	3.0%
Records Officers	5.0%	3.5%	3.0%

But, what this all shows is that the cost-of-living factor has negligible impact in this case. That conclusion is warranted given the current state of the economy which has been one showing little inflation. Accepting the Union's computations, the difference in buying power between the two offers is .49% for the Patrol Officers and 1.47% for the Desk and Desk Records Officers The City's computations show that when the Union's offer is examined, a 1% differential for Patrol Officers and a 2% differential for the Desk and Desk Records Officers over the CPI-U it relies upon in those years where the parties are not in agreement for the wage increase while the City's offer is .5% over—*i.e.*, the employees do not lose under the City's offers.

I find those differences to be minimal—no matter how the figures are analyzed. When balanced against the clear patterns established by the comparables, the wage determinations do not change.

2. Medical Insurance

The parties agree to maintain the status quo for the year commencing July 1, 1992. Commencing July 1, 1993, the Union again seeks the maintenance of the status quo. The City, however, desires commencing July 1, 1993 to incorporate the same terms and conditions as all employees within the "West Central Municipal Conference Benefit Pool Health Care Plan" which would be applied to all employees within the City.

The "West Central Municipal Conference Benefit Pool Health Care Plan" consists of Countryside, LaGrange Park, Indian Head Park, Brookfield and Riverside. All employees of pool members are grouped into a single pool wherein the experiences in accessing the system by one municipality impacts on the experiences for the entire pool.

According to City Administrator McDonald (Tr. 75), there has been a 21% premium

increase for the City within the last twelve months. The City was able to absorb part of that increase through use of approximately $25,000 in terminal reserve funds which, according to the City (City Brief at 18) ultimately reduced the increase to 12%.

The City argues (City Brief at 19) that the only impact of the City's offer will be on those employees who access the PPO system; will not represent an assessment (contribution rate) against all employees; and carries a potential increase to only five of the 21 employees in the bargaining unit because these five employees are in the PPO system.[27] According to the City, an increase would occur only if these five employees and/or their family members access the system and if they do not switch to the HMO system.

The Union's view of the City's proposal is a potential dramatic increase of out-of-pocket payments for members of the bargaining unit. *See* U. Brief at 26-31.

Clearly, a change is being sought by the City. The burden is on the City to justify that change.[28] The main justification for the desired change is the fact that the City experienced a 21% premium increase (which it was able to reduce to 12%).

Ordinarily, that kind of premium increase would receive substantial weight. However, in this case the City has made it clear that ability to pay is *not* an issue. *See* Tr. 19; City Presentation at Introduction; City Brief at 9.

Moreover, the *precise* impact of the proposed change on the unit is not clear. Even by the City's argument, the impact of such a change may well be substantial. The City argues that only five of the 21 employees could be affected. However, that is 24% of the bargaining unit—a substantial portion of the unit.

Further, the City could not precisely pinpoint the extent of changes upon individual

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27 The other employees are in the HMO system.

28 *See Will County Board and Sheriff of Will County* (Nathan, 1988) at 50 ("in interest arbitration when one party seeks to implement entirely new benefits or procedures (as opposed to merely increasing or decreasing existing benefits) or to markedly change the product of previous negotiations, is to place the onus on the party seeking the change.").

employees because of the contingent nature of the pooling experience and the future usage by the employees. The proposed change leaves much to speculate on what might happen in the future.

Examination of the City's comparables analysis also does not assist its position. The City offered the following table (City Brief at 18):

TABLE 19
CITY'S COMPARABLE INSURANCE PREMIUM DATA

Comparable Jurisdiction	1992	1993	% Increase 1992-1993
Clarendon Hills	57775	69647	20.5
LaGrange	125192	140073	11.9
LaGrange Park	106491	122000	14.6
Riverside	83645	106133[29]	26.9
Western Springs[30]	382	422	10.6
Willowbrook	62516	77310	23.7
Countryside	219535	245561	12.0

Thus, using the City's comparable data (which, as discussed above does not include municipalities that have been found to be comparable to Countryside) thereby giving the City the benefit of all possible doubt, the City's own data shows that Countryside is high with respect to premiums paid. But, that is not the basis for which the City seeks the change (again, noting that ability to pay is not an issue). The City has focused upon the percentage increase from 1992-1993 which it has experienced to be a net 12.0%. When compared to the other jurisdictions which the City deems relevant, that 12.0% net increase is *third lowest* in the group the City has chosen to rely upon.

The table offered by the City then looks like this:

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29 Added dental policy.

30 Cost for family coverage.

TABLE 20
RANKING OF CITY'S PROPOSED COMPARABLES ON THE BASIS OF PERCENTAGE INCREASES IN PREMIUM PAYMENTS

Comparable Jurisdiction	1992	1993	% Increase 1992-1993
Western Springs	382	422	10.6
LaGrange	125192	140073	11.9
Countryside	219535	245561	12.0
LaGrange Park	106491	122000	14.6
Clarendon Hills	57775	69647	20.5
Willowbrook	62516	77310	23.7
Riverside	83645	106133	26.9

That comparability analysis does not justify the kind of change sought by the City.

In sum then, the City has not carried its burden seeking to justify the change in insurance commencing July 1, 1993. The Union's offer shall be adopted for the second year. Given the parties' agreement to maintain the status quo during the first year, adoption of the Union's offer for the second year requires that the status quo shall be maintained throughout the term of the Agreement.[31]

3. Holiday Pay

The Union seeks to increase holiday pay effective August 1, 1992 from double time to double time and one-half for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.[32] Under Article 11.3 of the Agreement, employees "receive 2.0 times their regular rate of pay for that day." The City seeks to maintain the status quo.

The data on the comparable communities shows the following (U. Exh. 4—and here giving the Union the benefit of the doubt through the use of its data):

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[31] Apparently the parties' difference on insurance was a major stumbling block to reaching an agreement. *See* Tr. 15-16. Clearly, the parties explored the issued in their negotiations without success. However, this is an interest arbitration and, by statute and by the positions of the parties, my authority is severely limited in that I can only select either the City's or the Union's offer. I cannot fashion something in between that might address all concerns. Given that limitation upon my authority, the application of the traditional criteria does not justify the change sought by the City.

[32] The Union's offer does not seek an increase for all holidays. Article 11.1 of the current Agreement also lists Easter Day, Birthday, Personal Days (3) and Police Commemoration Day (May 15) as holidays.

TABLE 21
RANKINGS OF COMPARABLES WITH RESPECT TO HOLIDAY PAY

City	No. Of Holidays	Rate Of Holiday Pay
Countryside	9	2.0
North Riverside	8	2.0
Riverside	11	2.0
Willowbrook	9.5	2.0
Clarendon Hills	8	2.5
LaGrange	9	2.5
LaGrange Park	10.5	2.5
Lyons A	10	2.5
Lyons B	10	3.0
Western Springs	not avail.	not avail

At first blush, Countryside appears at the low end of group. However, the disparities are, at best, minimal. Another way of looking at the data for the comparable communities for which data is available is that four of the communities (including Countryside) receive double time; four receive double time and one-half and part of one unit (Lyons B) receives triple time. The disparities are not great.[33]

But the burden here rests with the Union to somehow justify the increase it seeks. In reality, Countryside is not significantly different from other comparable communities in terms of rate of holiday pay. Four of the comparables (including Countryside) pay double time for holidays. No sufficient reason exists in this record to move Countryside up on the ladder.[34]

4. Maximum Accrual Of Compensatory Time

Article 7.7(a) of the Agreement states that "The maximum amount of compensatory time off an employee may accumulate and use in any single calendar year shall be forty-eight (48) total hours." The Union seeks to increase that accrual to 60 hours effective August 1, 1992. The City seeks to maintain the status quo.

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[33] The Union recognizes this fact. *See* U. Brief at 23 ("... the comparables are almost even in terms of supporting/nor supporting 2.5 the regular rate of pay for work performed on a holiday.").

[34] As earlier discussed, contrary to the Union's position, I excluded Westchester from the group of comparables. If Westchester was included, the Union's position on rate of holiday pay is further weakened. Westchester, like Countryside, pays double time. *See* U. Exh. 4.

The comparable data shows the following:

TABLE 22
COMPENSATORY TIME ACCRUALS

City	Cap On Comp Time Hours
Clarendon Hills	36
Countryside	48
Western Springs	60
LaGrange Park	80
Lyons	96
North Riverside	128
Riverside	480
Willowbrook	None
LaGrange	None

Without question, Countryside is at the very low end of the scale on the issue of compensatory time accruals. The Union's offer to increase the compensatory time accrual to 60 will still maintain Countryside at the lower end of the scale.[35] However, the Union's offer does more to even out the playing field than does the City's offer. The Union's offer to increase the compensatory time accrual to 60 hours must therefore be adopted.

5. Residual Issues

The parties were in dispute over whether certain individuals who are no longer in the bargaining units are entitled to pro-rata shares of benefits made retroactive by their agreements or by this award. That is not a question properly before an interest arbitrator. The function of this proceeding is to set the terms of the parties' Agreement which they could not agree to. The issue of whether certain individuals are entitled to those benefits because their status has changed is more in the nature of a grievance dispute which must be presented under the grievance procedure of the Agreement.[36]

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[35] Examination of the City's comparables (*see* City Brief at 23-24) shows that Countryside is at the very low end of those municipalities it deems comparable. Even under the City's comparables, the Union's offer would be adopted.

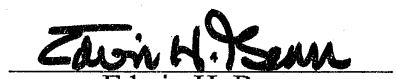
[36] At the hearing, the parties addressed the waiving of procedural obstacles to the filing of grievances in this regard. *See* Tr. 6-8.

V. CONCLUSION

In sum, the following table summarizes the decision in this case (in addition to the prior tentative agreements set forth above at II):

TABLE 23
FINAL OFFERS ADOPTED

ISSUE	FINAL OFFERS	FINAL OFFER ADOPTED
Patrol Officers' wages effective 8/1/92	4.0% (Union) 3.5% (City)	3.5% (City's offer)
Patrol Officers' wages effective 8/1/93	3.5% (City) 3.5% (Union)	3.5% (agreement)
Desk Officers' wages effective 8/1/92	5.0% (Union) 3.5% (City)	5.0% (Union's offer)
Desk Officers' wages effective 8/1/93	3.5% (Union) 3.5% (City)	3.5% (agreement)
Desk Records Officers' wages effective 8/1/92	5.0% (Union) 3.5% (City)	5.0% (Union's offer)
Desk Records Officers' wages effective 8/1/93	3.5% (Union) 3.5% (City)	3.5% (agreement)
Medical Insurance effective 7/1/92	status quo (Union) status quo (City)	status quo (agreement)
Medical Insurance effective 7/1/93	status quo (Union) replacement plan (City)	status quo (Union's offer)
Holiday Pay	double time and one-half for 6 holidays (Union) status quo (double time) (City)	status quo (City's offer)
Maximum accrual of compensatory time effective 8/1/92	60 hours (Union) status quo (48 hours) (City)	60 hours (Union's offer)



Edwin H. Benn
Arbitrator

Dated: January 6, 1994