

**BEFORE
EDWIN H. BENN
ARBITRATOR**

In the Matter of the Arbitration

between

VILLAGE OF LIBERTYVILLE, ILLINOIS

and

**ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

CASE NO.: S-MA-93-148
Arb. Ref. 94.044
(Interest Arbitration)

OPINION AND AWARD

APPEARANCES:

For the Village:

Bruce Mackey, Esq.
Terrence Creamer, Esq.

For the FOP:

Thomas Sonneborn, Esq.
Becky Dragoo, Legal Assistant

Place of Hearing:

Libertyville, Illinois

Date of Hearing:

July 21, 1994

Dates Briefs Received:

October 6, 1994 (FOP); October 8, 1994 (Village)

Date of Award:

January 18, 1995

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I. ISSUES IN DISPUTE

This is an interest arbitration.¹ The most recent agreement between the parties (FOP Exhs. Book 1, tab 1; Village Exhs. Binder 1, tab 1) had an expiration date of April 30, 1993.

The issues in dispute are characterized by the parties as economic. The issues (which will be addressed in detail under the respective topics) and the parties' last offers are as follows (FOP Brief at 5-6; Village Brief at 1-2)²:

**TABLE 1
FINAL OFFERS**

Issue	FOP Offer	Village Offer
Wages	<u>Year 1:</u> 4.5% retroactive to 5/1/93. <u>Year 2:</u> 4.5% retroactive to 5/1/94.	<u>1993-94:</u> 3% <u>1994-95:</u> 3%
Insurance	Effective May 1, 1994, restore health insurance program and benefits which had been in effect as of May, 1993.	No change.
Sick Leave Accumulation	Increase maximum sick leave accrual from 120 to 140 days.	No change.
Sick Leave Verification	Village to pay for medical verification of sick leave absence of less than three days.	No change.
Personal Leave Days	Two personal leave days effective May 1, 1994.	No change.
Vacations	<u>Less than 1 yr.:</u> prorated 9 days <u>1-5 yrs.:</u> 10 days <u>6-13 yrs.:</u> 15 days <u>14-20 yrs.:</u> 20 days <u>21 yrs. and over:</u> 25 days	No change.
Holiday Pay	Time and one-half for working on Thanksgiving, Christmas and New Year's.	No change.

¹ The parties have waived the tri-partite panel under Section 14(b) of the IPLRA. Prehearing Stipulation at ¶4.

² At the commencement of the hearing, a question arose concerning the FOP's last offer. Tr. 7-9. That matter was resolved. Tr. 9. For purposes of this discussion, the parties' last offers are taken from the positions set forth in their respective briefs.

II. THE STATUTORY CRITERIA

The statutory provisions governing the issues in this case are found in Section 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 public service or in private employment.

III. THE COMPARABLES

A. The Selection Process

Section 14(h)(4) of the IPLRA identifies examination of comparable communities as a factor for selecting the appropriate offer. The selection of comparables for examination is a most difficult task in large part because the IPLRA offers no guidance as to what Legislature intended when in Section 14(h)(4)(a) it directed interest arbitrators to examine "comparable communities".³

³ This is an issue I have had to address on a number of occasions. See my award in *City of Countryside and FOP*, S-MA-92-155 (1994) at 7, note 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?"

See also, my award in *City of Naperville and FOP*, S-MA-92-98 (1994) at 5 ("In terms of starting the analysis, this case, as have most others where comparability is an issue, presents the usual difficulties in selecting comparables. The Legislature gave little guidance in that "comparable" is not defined in the Act and the parties choose different factors for analysis purposes.").

Finally, see my award in *City of Springfield and PBPA Unit 5*, S-MA-89-74 (1990) at 16:

The selection of valid comparables is a most difficult task. The statute yields little guidance in terms of how those selections (which may be determinative of a case) are to be made. The phrase "comparable" is not defined and little help comes from other sources in making this kind of decision. This chairman has already observed in *Village of Streamwood, Illinois*, 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.

Because comparability plays such a major role in these cases, rational approaches must be taken. In *Naperville, supra* at 20, I suggested a method for making an analysis:

The task then is to formulate an analysis for making the comparisons. The Act gives no guidance, so therefore a "rational" method must be chosen.

The parties have agreed that the part of the relevant universe of comparables must include Skokie, Schaumburg, Evanston and Arlington Heights. I am therefore bound by that agreement—indeed, the Act requires that I abide by "stipulations of the parties". See §14(h)(2). The fact that the parties have agreed upon those municipalities as being comparable to Naperville allows for a conclusion that they intended that any other municipality which sufficiently falls within the range established by the set of agreed-upon comparables requires a finding that such a municipality is also comparable to the agreed-upon set of municipalities.

The analysis shall therefore take the following steps:

First, agreed upon comparable communities shall be identified. Because the parties agree that those communities are comparable to Libertyville, those agreed upon communities shall form a range of agreed upon comparables for various factors to be used for comparison purposes to determine whether the municipalities upon which the parties could not agree are also comparable to Libertyville.

Second, the appropriate factors for making the comparisons shall be identified. If the parties disagree on certain factors, a determination will be made as to whether those factors are appropriate measuring tools for comparison purposes.

Third, the corresponding data for the relevant factors shall be compiled.

Fourth, the municipalities shall be ranked within the appropriate factors (through tables and charts).

Fifth, comparisons will be made for the contested communities to determine how they compare with the range of agreed upon comparables within the appropriate factors.

It is important to stress that this process of selection of comparables is *not* a mechanical one. This process is only a method for organizing the data and arguments offered by the parties in order to be able to rationally make certain judgments. This process is not one of merely counting factors or rigidly applying cutoffs.⁴ This process places great emphasis on the agreements of the parties and merely organizes the material to make comparisons based upon those agreements—a process that appears consistent with the mandate of Section 14(h)(2) of the IPLRA that I consider the “stipulations of the parties”.⁵

B. The Parties' Positions

The parties' positions on comparable communities for examination in this case are as follows (FOP Brief at 8; Village Brief at 3):

⁴ Indeed, as shown below at III(F), a number of the decisions on comparability have been made different from conclusions that would have resulted from a strict application of this methodology. See *e.g.*, the discussion concerning Deerfield at III(F)(1)(d) and Bensenville at II(F)(2)(e).

⁵ Given the lack of guidance from the Legislature in the IPLRA concerning how to pick comparables, there are obviously many “reasonable” ways to do so. The Village's choice of comparables is based upon the results of its PAR Group Study. Village Exhs. Binder 2, tab 2. I have considered that study and, while the end result of that study is in many respects consistent with the results achieved through the analysis I have chosen, the methodology I have selected, in my opinion, more closely conforms with the dictates of the IPLRA, particularly that of Section 14(h)(2)—“stipulations of the parties”. The thrust of my analysis is based upon comparisons made with an agreed upon range of comparables for a number of factors. The PAR Study assigns weights to only certain factors and does not take into account the stipulations of the parties. There is a further concern (as pointed out by the FOP in its Brief at 17) that the PAR study is mixing data from different years. While the PAR Study may be a reasonable approach, I believe my approach is “more” reasonable in light of the requirements of the IPLRA.

**TABLE 2
 SUGGESTED COMPARABLES**

FOP	Village
Gurnee	Gurnee
Mundelein	Mundelein
Vernon Hills	Vernon Hills
Deerfield	Bensenville
Lake Forest	Bloomington
Lake Zurich	Morton Grove
Round Lake Beach	Rolling Meadows
Zion	Westmont

Thus, the parties agree upon Gurnee, Mundelein and Vernon Hills as being comparable communities to Libertyville. But they disagree on the others. The question, then, is to determine which of the other ten proposed communities, if any, are also comparable to Libertyville.

C. The Factors For Determining Comparability

The parties have articulated certain factors which they deem appropriate for making the comparisons (FOP Brief at 8-9; Village Brief at 3):

**TABLE 3
 SUGGESTED FACTORS FOR DETERMINING COMPARABILITY**

FOP	Village
Population	Population
Geographic Location	Total Revenue
Equalized Assessed Valuation ("EAV")	Total Expenditures
Median Home Value	Sales Tax Revenue
Per capita Income	Property Tax Revenue
Median Family Income	Equalized Assessed valuation ("EAV")
Total Local Tax Receipts	Total Property Tax Rate
Total Intergovernmental Tax Receipts	Total Number of Full-time Police Officers
Total Receipts	Total Number of Civilian Employees
General Fund Expenditures by Category of Expense	Crime Rate
Total Wages Paid	Geography
Number of Employees	
Number of Sworn Officers	

Examination of the lists of factors suggested by the parties shows that they are in agreement on many of the factors to be considered. With respect to those factors upon which they cannot agree, with the exception of the discussion below concerning geography, I find that all of the other factors identified by the parties are the types of criteria that one could use to make a reasonable judgment concerning comparability. I shall therefore consider all of the factors proposed by the parties.

With respect to geography, the FOP argues (FOP Brief at 12-13):

- **Geographic Proximity:** As noted earlier with regard to the Union's comparables, all of its chosen jurisdictions are in the same geographic proximity as that of Libertyville, and are in Lake County. ... This is not the case with the Employer's comparables.

I do not find the FOP's argument on geography persuasive. All of the communities involved in this matter are part of the Chicago Metropolitan complex. For all purposes, all of the communities are suburbs of Chicago greatly dependent upon the Chicago Metropolitan economy. See Village Exhs. Binder 2, tab 3 showing a map of the Northeastern Illinois area. I am not being asked to compare communities with independent economies (*e.g.*, such as Springfield, Decatur, Champaign, Peoria, Carbondale, etc.) with suburbs of Chicago. The factor of geography as framed by the FOP is not an appropriate inquiry in this case. Geography is not an issue.

D. The Agreed Upon Factors

As shown by the factors listed in Table 3, the parties agree that any comparability analysis should include examination of population, equalized assessed valuation, total revenues, total expenses and number of police officers. With

respect to those factors, the data for all of the communities shows the following:

TABLE 4
COMPARISONS FOR AGREED UPON FACTORS

[Agreed upon entries are designated with an *.

Where not agreed upon and the entry is supported by the 1992 Annual Financial Report filed with the State Comptroller, the entry is designated with an "a".

If uncontested, the entry is designated with a "u". Other sources are footnoted.

Where the number of officers is contested, the source utilized is the municipality's survey and is designated with an "s"⁶]

⁶ While the parties agreed on these factors, examination of the evidence and briefs shows that in many respects they disagreed on the data. For example, for Gurnee the parties agreed on number of full-time officers (39), but disagreed on the entries for population (Village: 17,031—Village Brief at 6; FOP: 13,701—FOP Exhs. Book 1, tab 3 at 1), EAV (Village: \$365,818,180—Village Brief at 6; FOP: \$302,911,513—FOP Exhs. Book 1, tab 3 at 8), total revenue (Village: \$11,456,841—Village Brief at 6; FOP: \$7,915,166—FOP Exhs. Book 1, tab 3 at 6) and total expense (Village: \$9,872,981—Village Brief at 6; FOP: \$6,444,594—FOP Exhs. Book 1, tab 3 at 7). The differences can be traced to transcription errors (*e.g.*, the population of Gurnee is 17,031 as stated by the Village and not 13,701 as stated by the FOP), or the use of data from different years. For example, the Village states its EAV as \$453,773,290 (Village Brief at 6) which is based upon a 1992 computation (*see* PAR study, Village Exhs. Binder 2 at tab 2). The FOP, however, lists the EAV for Libertyville at \$431,632,031 (FOP Exhs. Book 1, tab 3 at 8) which is based upon information taken from the 1992 Annual Financial Report (AFR) filed with the State Comptroller (FOP Exhs. Book 2) which is data from 1991. In other areas, certain data relied upon by the Village (which at times is not supported by source documents) is not challenged by the FOP.

Because of the differences in data, the table has been constructed with the following rules: First, the parties agreements on data are accepted. Second, if unchallenged, the data is accepted. Third, if a discrepancy exists and the data can be verified as coming from the 1992 AFRs filed by the respective municipalities with the State Comptroller, that data is used. The reason for that choice is that in many respects the parties agreed upon data taken from those reports. *See e.g.*, Village Brief at 6 where the Village agrees with the FOP's assertions concerning the EAV for Deerfield, Lake Forest, Lake Zurich, Round Lake Beach and Zion but disagrees with the EAV data for the Village which the Village asserts should be a 1992 computation as opposed to a 1991 computation as in the AFRs. In order to best assure uniformity of the data and to best make apples to apples comparisons, because the parties have in many respects agree upon data from the 1992 AFRs, where a discrepancy exists and the figure is supported by the 1992 AFR, the entry found in the AFR is used. Fourth, any disputes with respect to the number of full time officers in communities other than Libertyville are resolved by reliance upon the surveys submitted by the various municipalities (Village Exhs. Binder 1) rather than the data read in to the record by the FOP (Tr. 64).

Municipality	Pop.	EAV	Total Revenue	Total Expense	Full Time Officers ⁷
Bensenville	17767 ^u	384695065 ^u	13080997 ^u	18627825 ^u	40 ^s
Bloomington	18150 ^u	400149905 ^u	10500502 ^u	9772944 ^u	44 ^s
Deerfield	17327 [*]	522438968 [*]	5359811 [*]	4324372 [*]	37 [*]
Gurnee	17031 ⁸	302911513 ^a	7915166 ^a	6444594 ^a	39 [*]
Lake Forest	17836 [*]	984991806 [*]	12705029 [*]	12028995 [*]	38 [*]
Lake Zurich	14947 [*]	310355733 [*]	7026226 [*]	6618728 [*]	28 [*]
Libertyville	19174 [*]	431632031 ^a	10538354 ^a	9593510 ^a	36 ⁹
Mort. Grove	22373 ^u	429611056 ^u	15173011 ^u	19907033 ^u	46 ^s
Mundelein	23700 ^u	314654066 ^a	5991235 ^a	4961325 ^a	31 ^s
Roll. Meadows	22591 ^u	552810208 ^u	17004407 ^u	16448716 ^u	54 ^s
Round Lk. Bch.	16434 [*]	122636230 [*]	4213168 [*]	3472876 [*]	26 [*]
Vernon Hills	15351 [*]	299940939 ^a	7945327 ^a	6990270 ^a	32 ^s
Westmont	21228 ^u	361064612 ^u	10992962 ^u	11385299 ^u	35 ^s
Zion	19775 ^u	311411817 ^u	4894997 ^u	5844812 ^u	41 ^u

In terms of ranking, the above data translates as follows (FOP's sought comparables darkly shaded, Village's sought comparables lightly shaded, agreed upon comparables unshaded):

⁷ The differences between the parties on the number of officers in the various municipalities are relatively minor. See Tr. 64 and compare to the numbers set forth in the table.

⁸ The FOP's entry of 13,701 is an apparent typographical error.

⁹ See Tr. 64. The Village's figure of 38 (Village Exh. Binder 2, tab 3) is not supported by a source document. Rather, the total of 36 stated by the FOP is consistent with the 26 bargaining unit officers listed by the Village in Village Exhs. Binder 2, tab 4 and the 10 non-bargaining unit officers listed by the Village in Village Exhs. Binder 2, tab 6. Again, the differences are insignificant.

TABLE 5
RANKINGS OF PROPOSED COMPARABLES BASED ON POPULATION, EAV, TOTAL
REVENUE, TOTAL EXPENSE AND NUMBER OF FULL TIME OFFICERS

Population	EAV	Total Revenue	Total Expense	Full Time Officers
Lake Zurich	Round Lk. Bch.	Round Lk. Bch.	Round Lk. Bch.	Round Lk. Bch.
Vernon Hills	Vernon Hills	Zion	Deerfield	Lake Zurich
Round Lk. Bch.	Gurnee	Deerfield	Mundelein	Mundelein
Gurnee	Lake Zurich	Mundelein	Zion	Vernon Hills
Deerfield	Zion	Lake Zurich	Gurnee	Westmont
Bensenville	Mundelein	Gurnee	Lake Zurich	Libertyville
Lake Forest	Westmont	Vernon Hills	Vernon Hills	Deerfield
Bloomingtondale	Bensenville	Bloomingtondale	Libertyville	Lake Forest
Libertyville	Bloomingtondale	Libertyville	Bloomingtondale	Gurnee
Zion	Mort. Grove	Westmont	Westmont	Bensenville
Westmont	Libertyville	Lake Forest	Lake Forest	Zion
Mort. Grove	Deerfield	Bensenville	Roll. Meadows	Bloomingtondale
Roll. Meadows	Roll. Meadows	Mort. Grove	Bensenville	Mort. Grove
Mundelein	Lake Forest	Roll. Meadows	Mort. Grove	Roll. Meadows

Graphically, the rankings display as follows (the arrows showing the range formed by the agreed upon comparables including Libertyville and all the disputed comparables which fall within the range formed by the agreed upon comparables):

**TABLE 5 - CHART A
POPULATION**

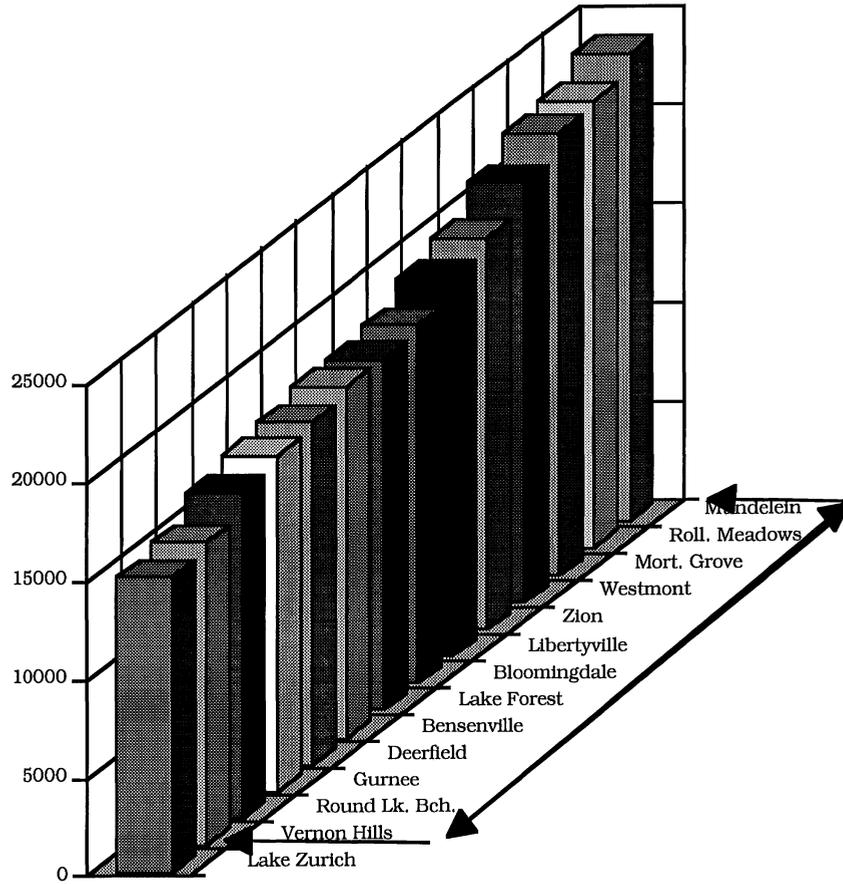
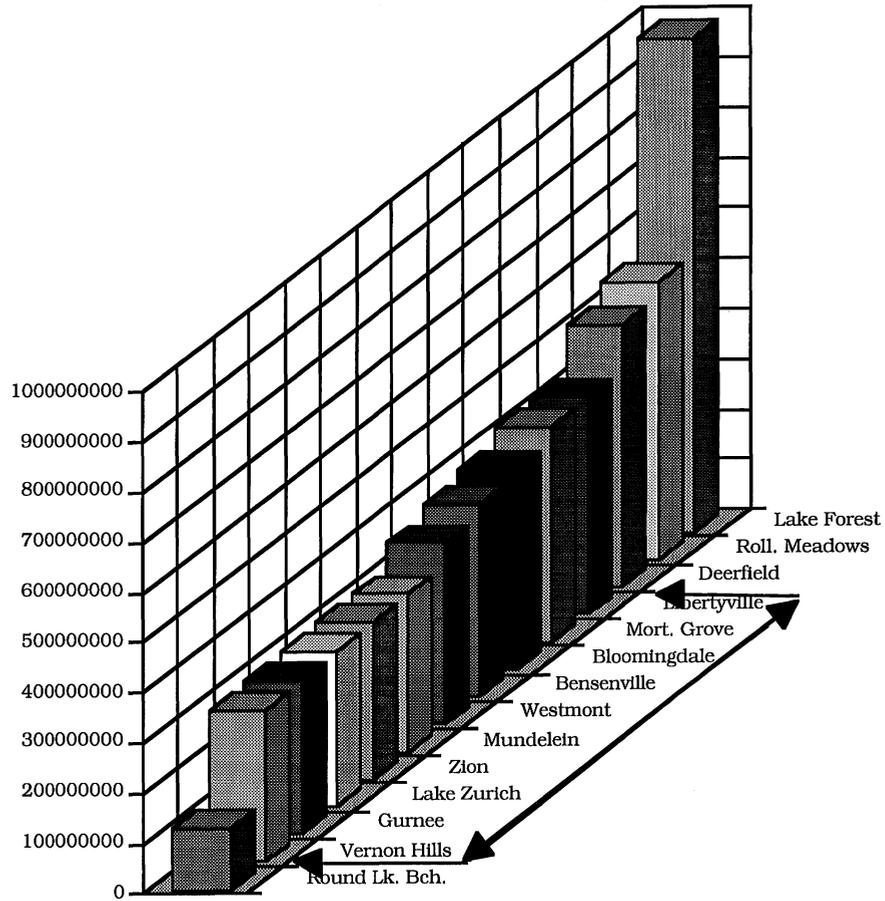


TABLE 5 - CHART B
EAV



**TABLE 5 - CHART C
TOTAL REVENUE**

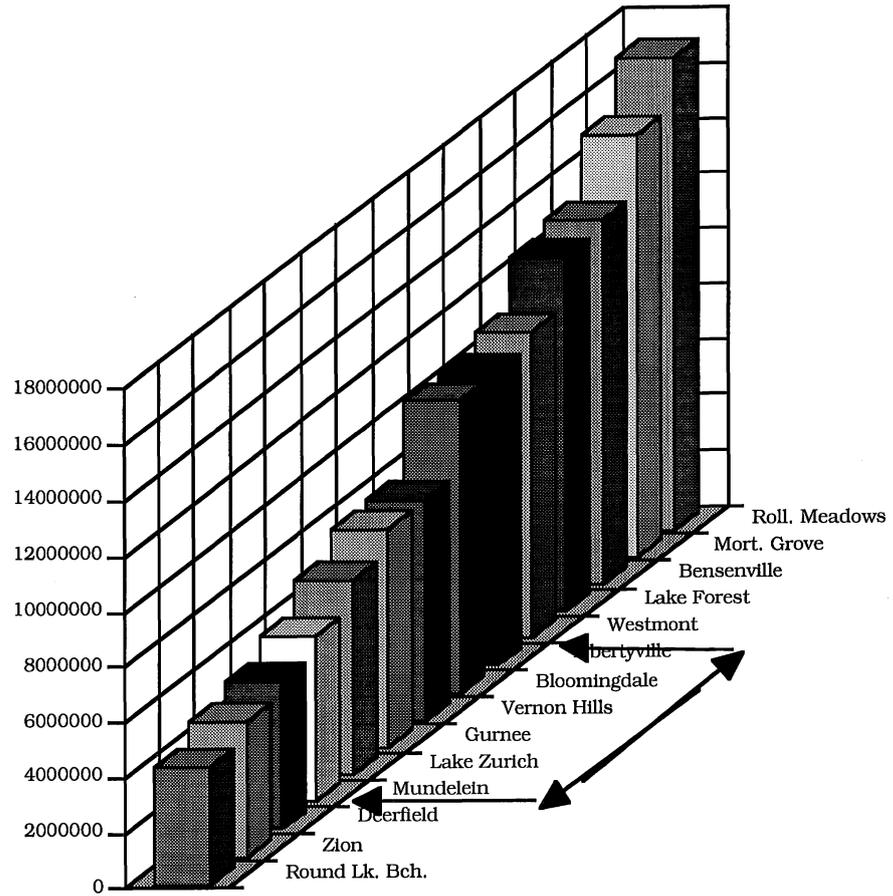
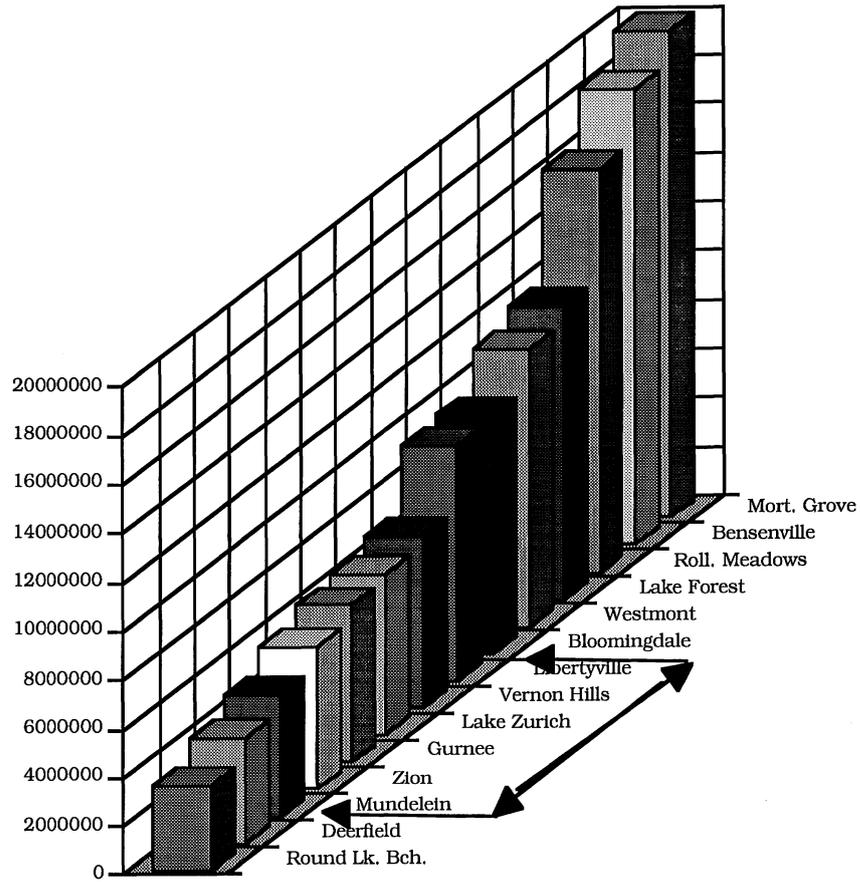
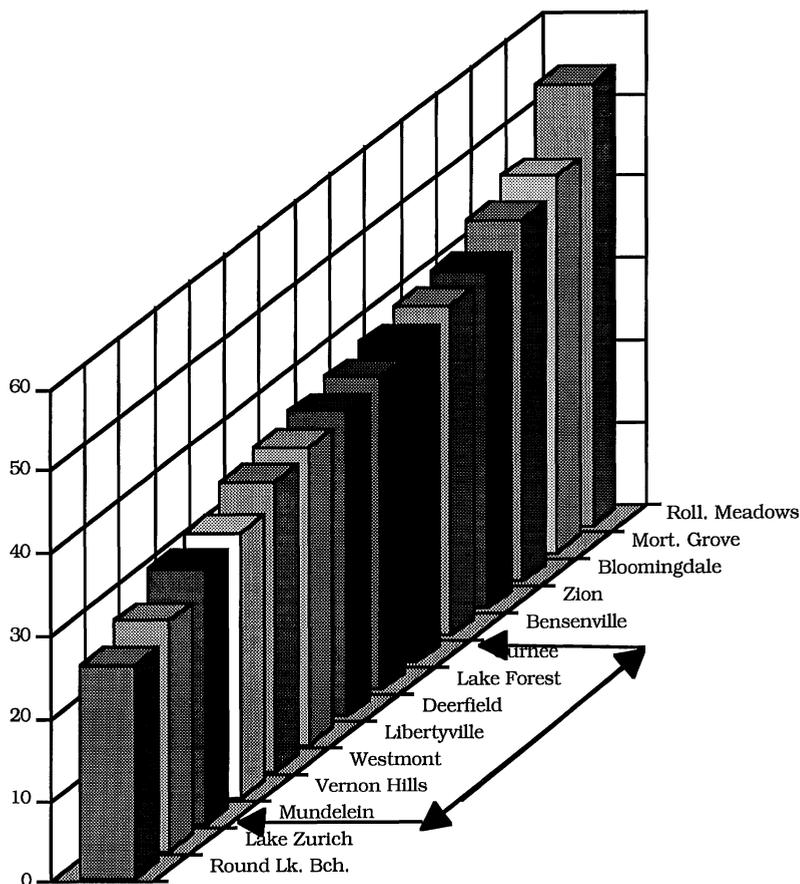


TABLE 5 - CHART D
TOTAL EXPENSE



**TABLE 5 - CHART E
FULL TIME OFFICERS**



E. The Other Factors

As earlier noted, the parties did not agree on all of the factors for analysis. So that the type of analysis I am using is not dictated by one party's agreement on a specific factor, at this point the other factors articulated by the parties

which I have previously found to be areas of relevant inquiry for comparability purposes must be examined based on the supporting data.

1. Other Factors Proposed By The Village

The Village also tendered data for its proposed comparables concerning sales tax, property tax, total property tax, total number of full time civilians and crime rate per 100,000. See Village Exhs. Binder 2, tab 3. Those factors can be examined in relationship to the agreed upon comparables and Libertyville. Those factors and data show the following¹⁰:

**TABLE 6
COMPARISONS FOR VILLAGE PROPOSED FACTORS**

Municipality	Sales Tax	Property Tax	Total Property Tax	Full Time Civilians	Crime Rate per 100,000
Bensenville	3365000	4772823	6.0933	10	7283.2
Bloomington	5492637	1478214	13.0806	18	7650.2
Gurnee	4640696	853081	7.5910	7	7992.1
Mort. Grove	4137553	6852496	8.0170	18	3708.5
Mundelein	2854673	3329542	8.3730	10	4223.4
Roll. Meadows	5671247	5613277	9.2420	21	4515.1
Vernon Hills	4356146	0	7.7000	18	5698.8
Westmont	3919987	2397303	6.9354	15	3391.7
Libertyville	4519263	2805717	7.4260	11	2988.4

In terms of ranking (with the disputed comparables proposed by the Village as lightly shaded), that data translates as follows:

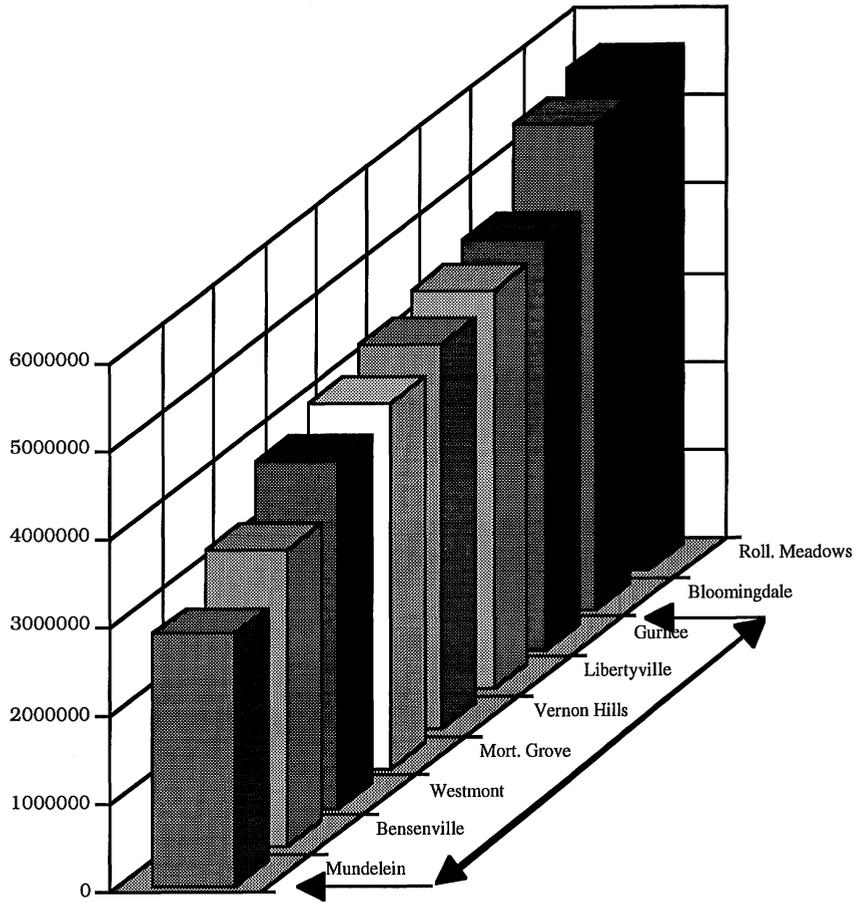
¹⁰ The Village's data is not challenged. The data appears to be from a period later than that covered by the filings of the municipalities found in documents such as the 1992 AFRs. I have earlier noted the problem with mixing data from different years. But, for comparison purposes here, the fact that a period outside of that covered by the 1992 AFR may be examined whereas the data comparisons earlier made were for periods covered by the 1992 AFRs is not material. Within this group of factors, the comparisons remain apples to apples because the same period is being examined. Again, in any event, the data has not been challenged.

TABLE 7
RANKINGS OF VILLAGE'S PROPOSED COMPARABLES BASED ON SALES TAX, PROPERTY TAX, TOTAL PROPERTY TAX, NUMBER OF FULL TIME CIVILIANS AND CRIME RATE

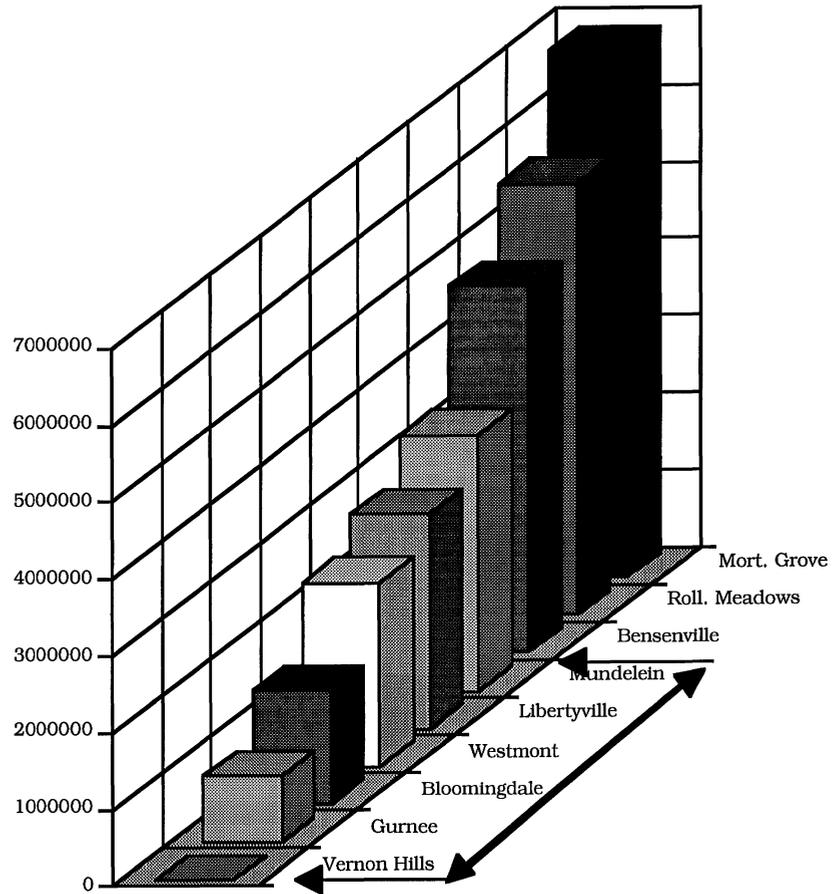
Sales Tax	Property Tax	Total Property Tax	Full Time Civilians	Crime Rate per 100,000
Mundelein	Vernon Hills	Bensenville	Gurnee	Libertyville
Bensenville	Gurnee	Westmont	Bensenville	Westmont
Westmont	Bloomingtondale	Libertyville	Mundelein	Mort. Grove
Mort. Grove	Westmont	Gurnee	Libertyville	Mundelein
Vernon Hills	Libertyville	Vernon Hills	Westmont	Roll. Meadows
Libertyville	Mundelein	Mort. Grove	Vernon Hills	Vernon Hills
Gurnee	Bensenville	Mundelein	Mort. Grove	Bensenville
Bloomingtondale	Roll. Meadows	Roll. Meadows	Bloomingtondale	Bloomingtondale
Roll. Meadows	Mort. Grove	Bloomingtondale	Roll. Meadows	Gurnee

Graphically, the rankings display as follows (the arrows showing the range formed by the agreed upon comparables including Libertyville):

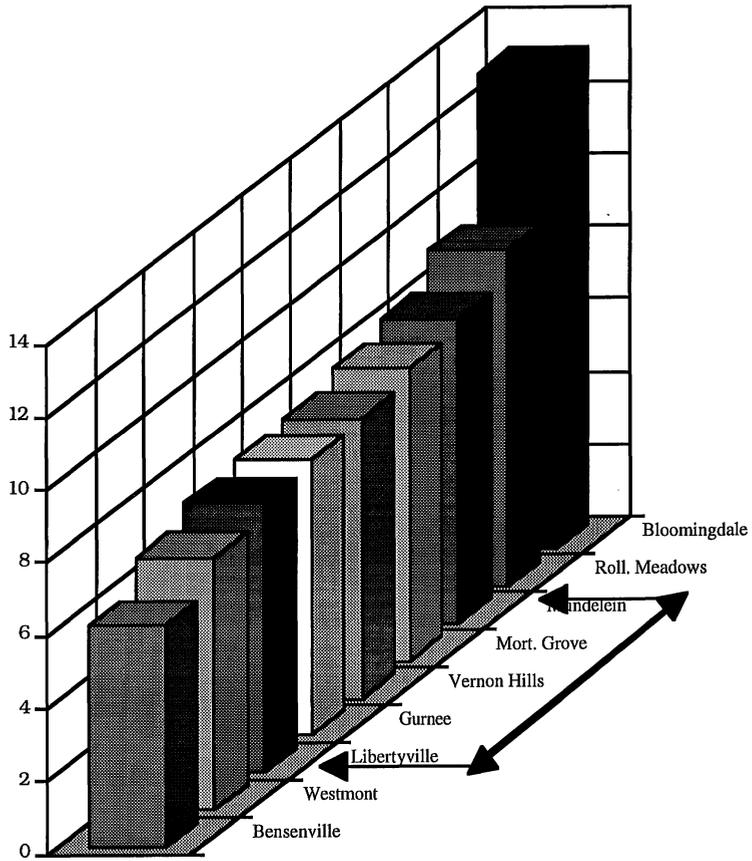
TABLE 7 - CHART A
SALES TAX



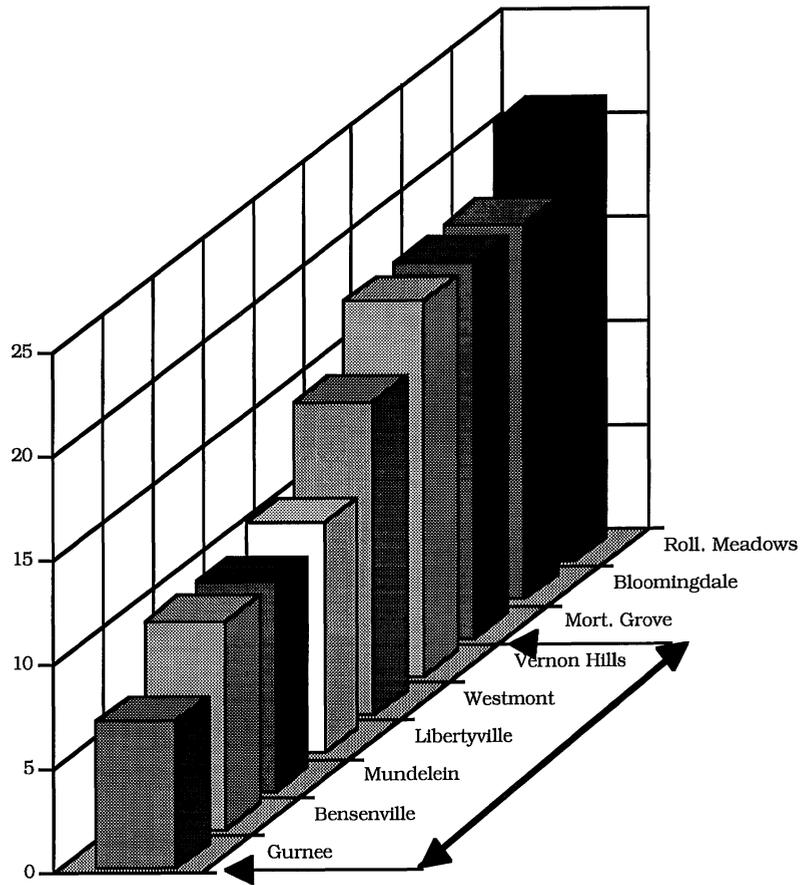
**TABLE 7 - CHART B
PROPERTY TAX**



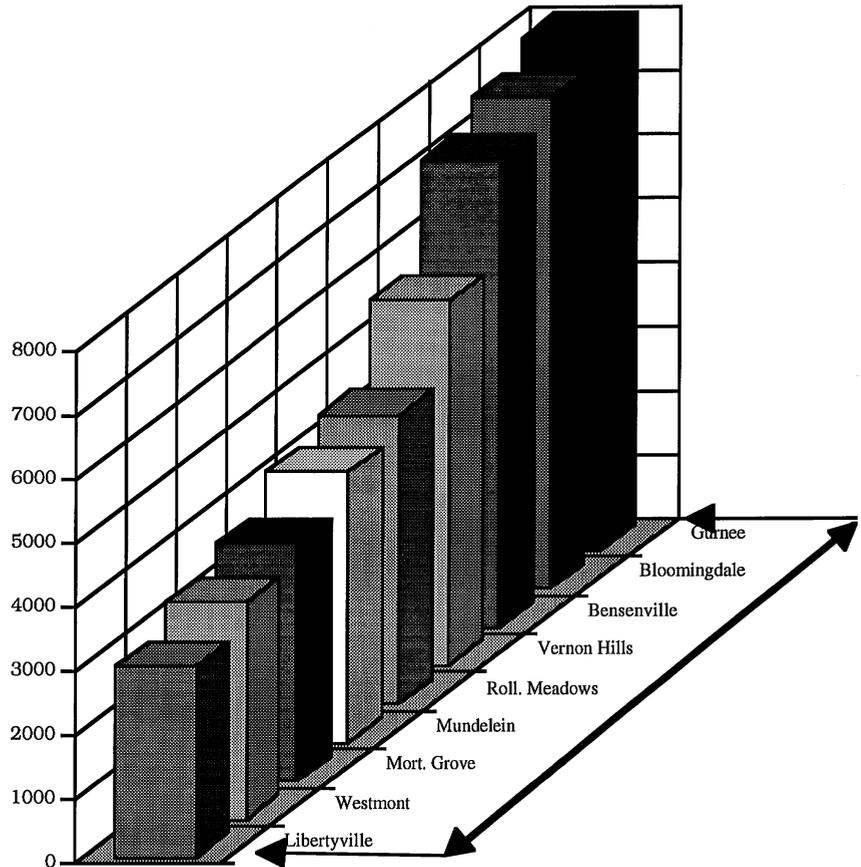
**TABLE 7 - CHART C
TOTAL PROPERTY TAX**



**TABLE 7 - CHART D
FULL TIME CIVILIANS**



**TABLE 7 - CHART E
CRIME RATE PER 100,000**



2. Other Factors Proposed By The FOP

With respect to its proposed comparables, the FOP has asked that I also consider median home value, per capita income, median household income, its figure for local taxes, other revenues, intergovernmental revenue, general fund expenditures by category, and total wages paid. See FOP Brief at 8-9; FOP

Exhs. Book 1, tab 3. As earlier found, those areas are relevant for examination. Those factors and data show the following¹¹:

**TABLE 8
 COMPARISONS FOR FOP PROPOSED FACTORS**

Municip.	Med. Home Value	Per Capita Income	Med. Hshld. Income	Local Taxes	Inter. Gov. Rev.	Other Rev. ¹²	Pub. Safety Exp.	Total Wages Paid
Deerfield	232200	30911	71966	3237092	651016	1471703	2933620	4857005
Gurnee	131600	20965	49069	5090305	1450950	1373911	3500043	4069690
Lk. Forest	493700	47200	94824	8795398	1097396	2812235	4196021	9982054
Lk. Zurich	161200	20604	58422	3874242	1251878	1880106	2650687	4380273
Mundelein	115900	16950	45947	3489126	814108	1688001	2480468	4466877
Rd. L. Bch	73200	11550	36616	2192921	923101	1097146	1471851	2058513
Vern. Hills	140500	20625	48873	4961519	847070	2136728	2155057	2650683
Zion	68000	11813	31159	2674049	1534511	686437	3020433	4396537
Libertyville	188500	25428	61632	5957338	1111966	3469050	4510821	5356221

In terms of ranking (with the disputed comparables proposed by the FOP as darkly shaded), that data translates as follows:

**TABLE 9
 RANKINGS OF FOP'S PROPOSED COMPARABLES BASED ON MEDIAN HOME VALUE, PER CAPITA INCOME, MEDIAN HOUSEHOLD INCOME, LOCAL TAXES, INTERGOVERNMENTAL REVENUES, OTHER REVENUE, PUBLIC SAFETY EXPENSE AND TOTAL WAGES PAID.**

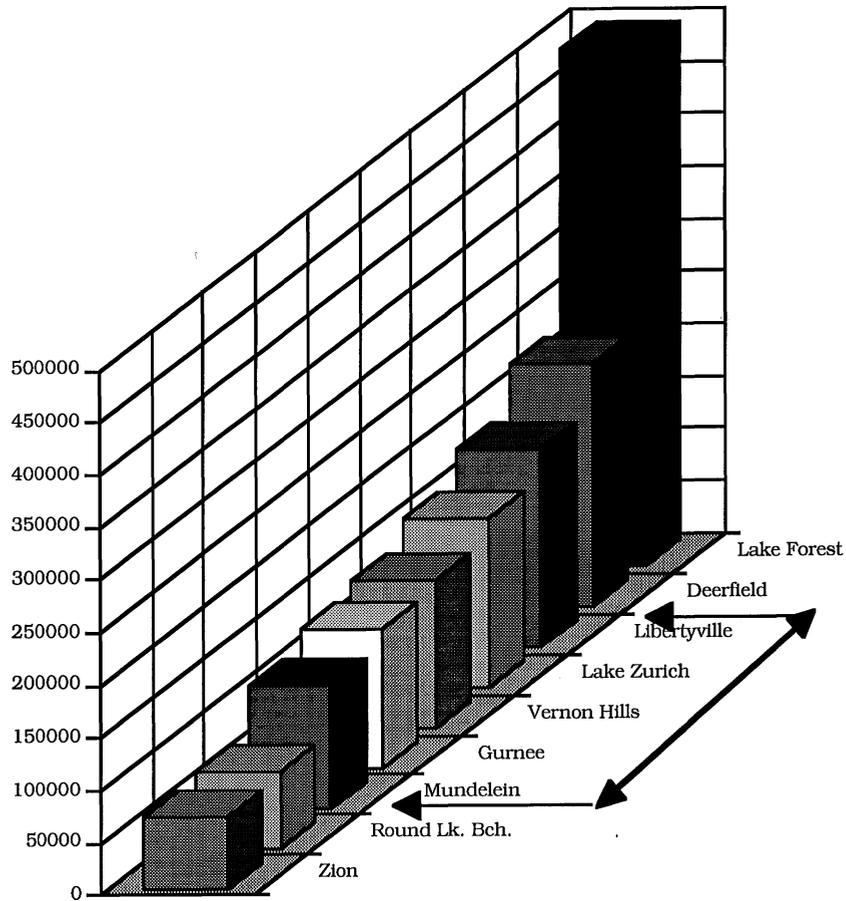
Med. Home Value	Per Capita Income	Med. Hshld. Income	Local Taxes	Inter. Gov. Rev.	Other Rev.	Pub. Safety Exp.	Total Wages Paid
Zion	Rd. L. Beach	Zion	Rd. L. Beach	Deerfield	Zion	Rd. L. Beach	Rd. L. Beach
Rd. L. Beach	Zion	Rd. L. Beach	Zion	Mundelein	Rd. L. Beach	Vernon Hills	Vernon Hills
Mundelein	Mundelein	Mundelein	Deerfield	Vernon Hills	Gurnee	Mundelein	Gurnee
Gurnee	Lake Zurich	Vernon Hills	Mundelein	Rd. L. Beach	Deerfield	Lake Zurich	Lake Zurich
Vernon Hills	Vernon Hills	Gurnee	Lake Zurich	Lake Forest	Mundelein	Deerfield	Zion
Lake Zurich	Gurnee	Lake Zurich	Vernon Hills	Libertyville	Lake Zurich	Zion	Mundelein
Libertyville	Libertyville	Libertyville	Gurnee	Lake Zurich	Vernon Hills	Gurnee	Deerfield
Deerfield	Deerfield	Deerfield	Libertyville	Gurnee	Lake Forest	Lake Forest	Libertyville
Lake Forest	Lake Forest	Lake Forest	Lake Forest	Zion	Libertyville	Libertyville	Lake Forest

¹¹ Within the general fund expenditures by category request, the FOP proposes examination of general government, public safety, public works and transportation, culture and recreation, debt service, other and total expenditures. See FOP Exhs. Book 1, tab 3 at 7. In order to make the appropriate comparisons in this category, it is not necessary to look at all of those factors. Those listed in Table 8 appear to be the relevant areas for examination.

¹² With respect to "other revenue" the FOP asserts (FOP Exhs. Book 1, tab 3 at 6) that these revenues consist of vehicle licenses, permits, fines charges and interest.

Graphically, the rankings display as follows (the arrows showing the range formed by the agreed upon comparables including Libertyville):

**TABLE 9 - CHART A
MEDIAN HOME VALUE**



**TABLE 9 - CHART B
PER CAPITA INCOME**

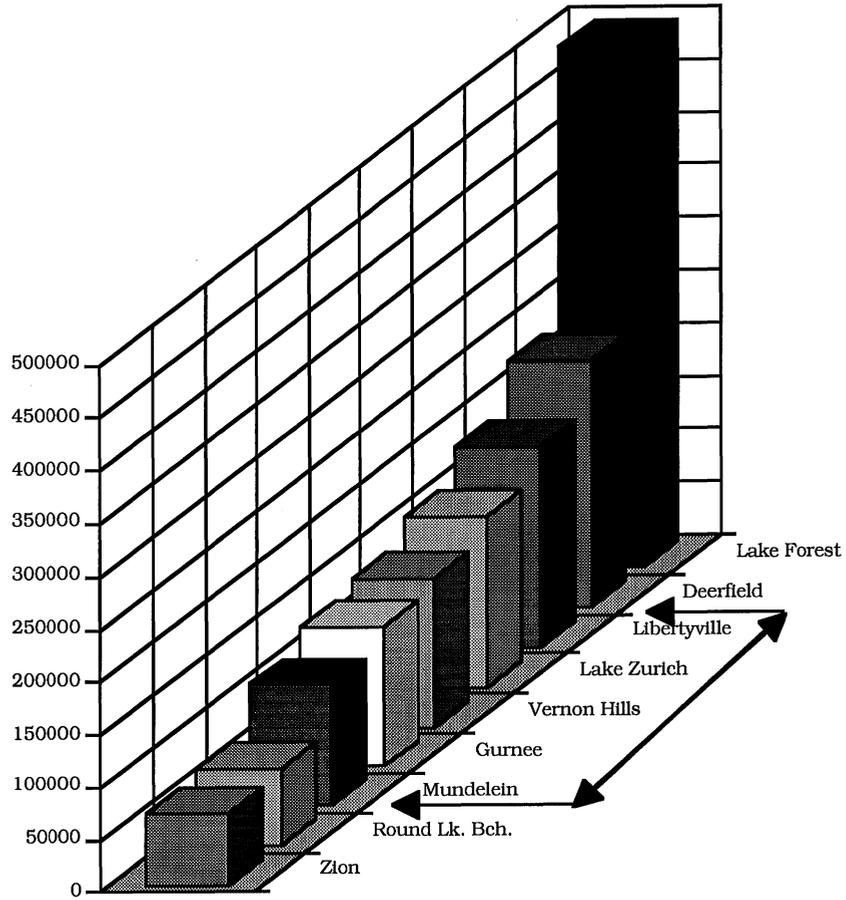
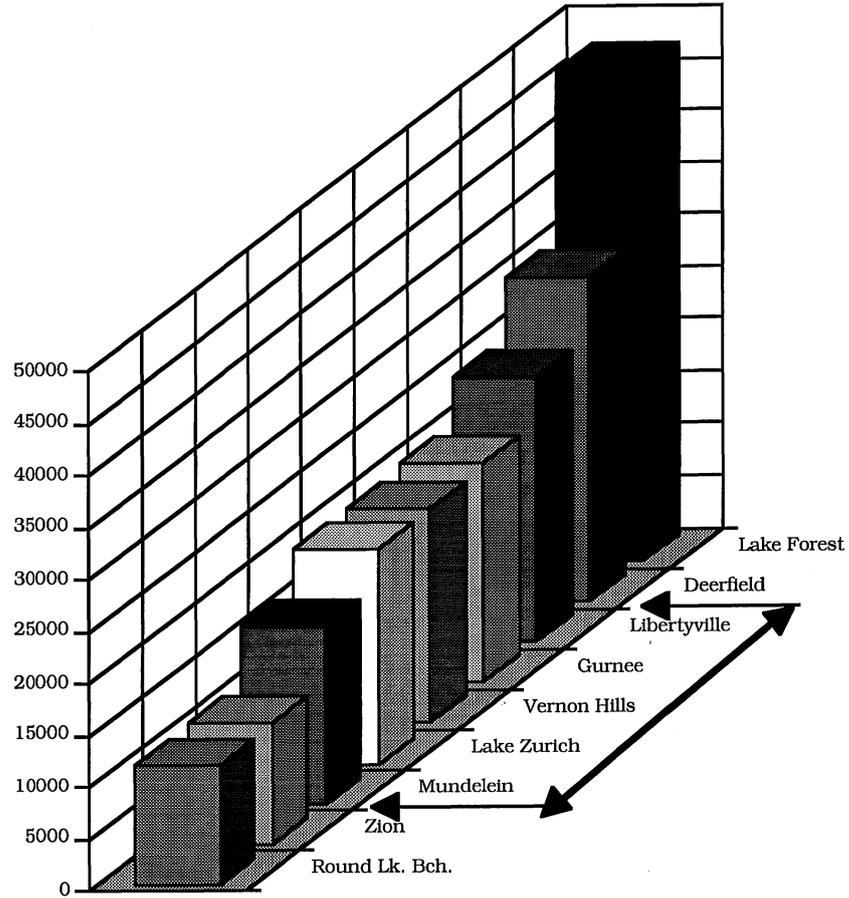


TABLE 9 - CHART C
MEDIAN HOUSEHOLD INCOME



**TABLE 9 - CHART D
LOCAL TAXES**

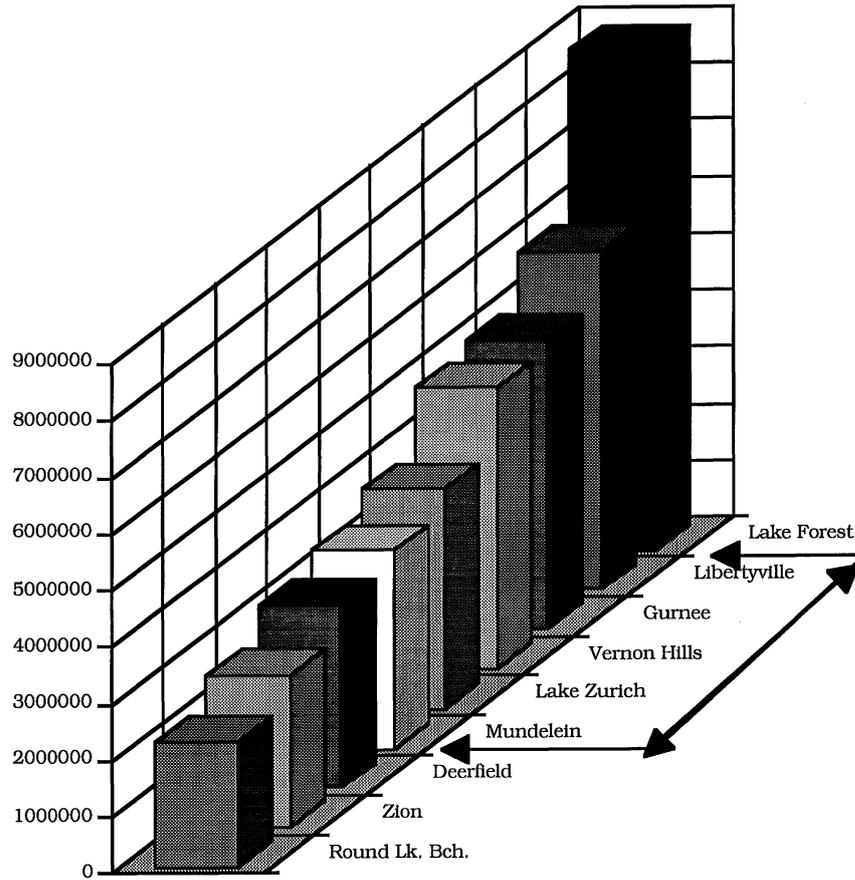
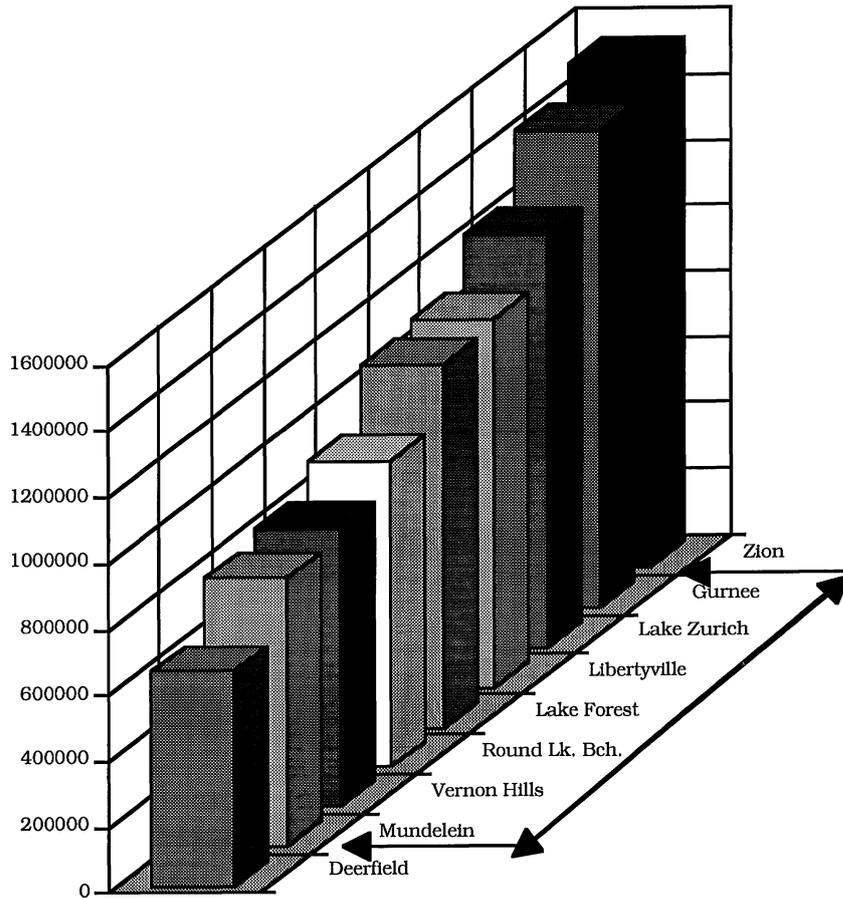
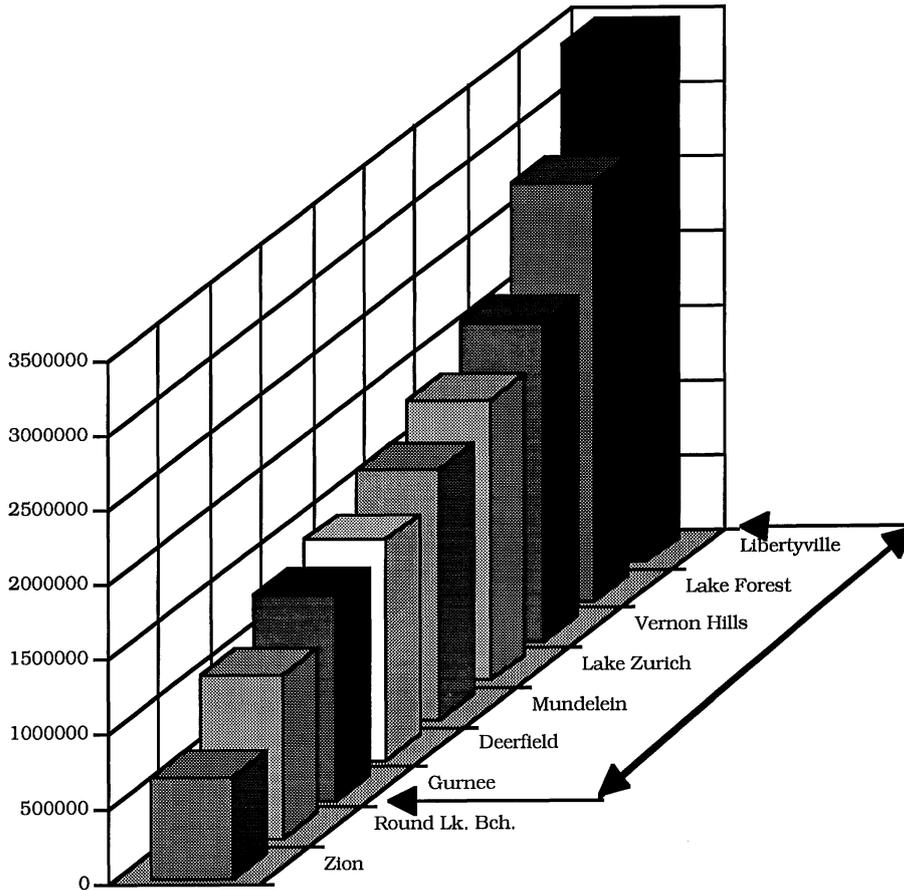


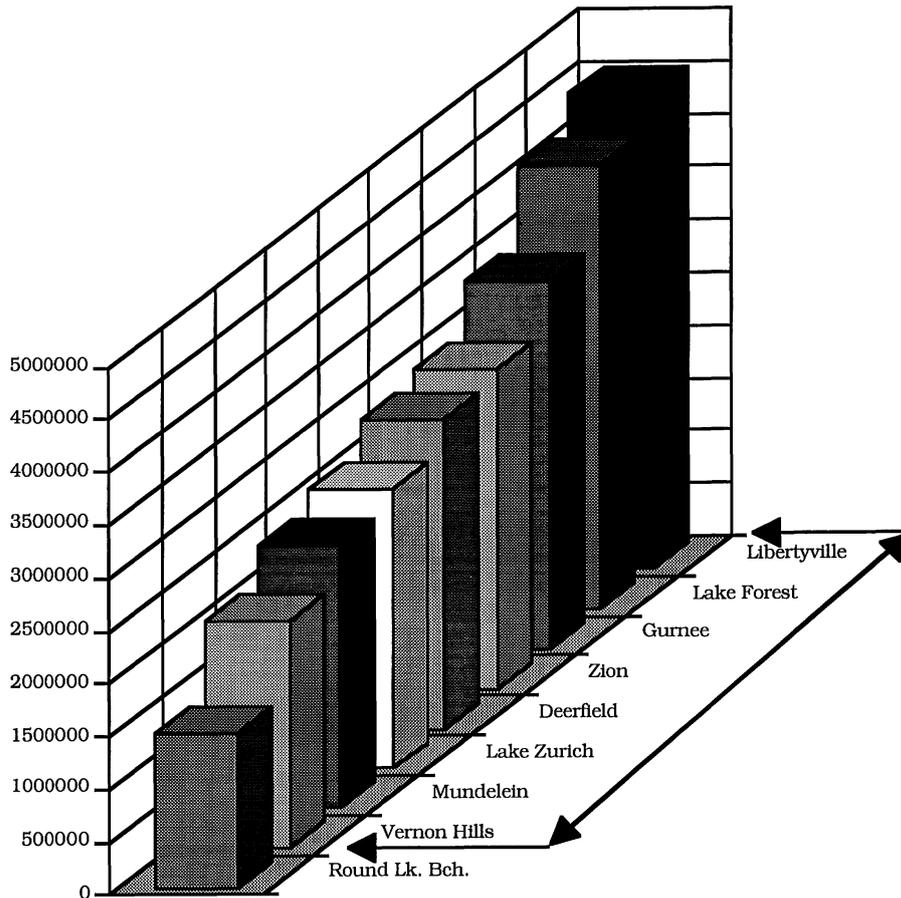
TABLE 9 - CHART E
INTERGOVERNMENTAL REVENUES



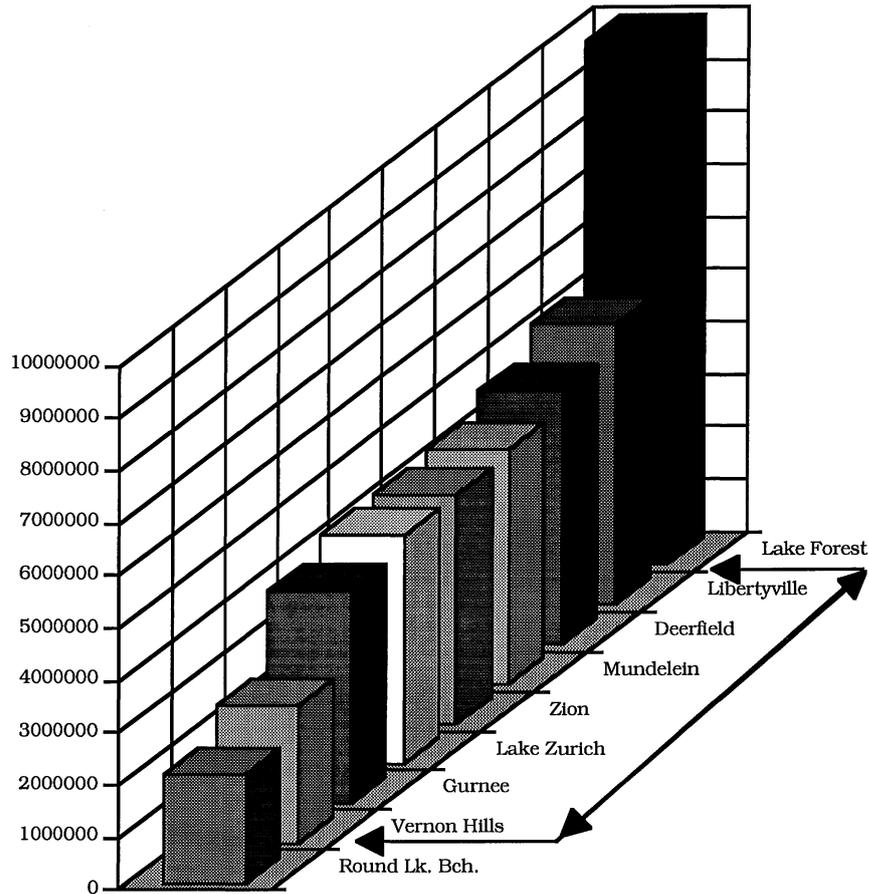
**TABLE 9 - CHART F
OTHER REVENUE**



**TABLE 9 - CHART G
PUBLIC SAFETY EXPENDITURES**



**TABLE 9 - CHART H
TOTAL WAGES PAID**



F. Analysis Of The Comparability Factors And Data—Which Of The Proposed Comparables Fall Within The Range Formed By The Agreed Upon Comparables?

Thus far, the analysis shows that the parties have agreed on some municipalities as comparable to the Village; agreed on some factors to be considered in determining comparability; offered data for the factors in support of the

agreed upon comparables; and offered data on the factors upon which they did not agree. The data has been correlated and charted for the factors advanced by the parties. The analysis of the data and factors shows the following with respect to the disputed comparables falling within the range formed by the municipalities that the parties agreed were comparable to the Village:

**TABLE 10
 DISPUTED COMPARABLES FALLING WITHIN THE RANGE FORMED BY LIBERTYVILLE AND
 AGREED UPON COMPARABLES BASED UPON AGREED UPON FACTORS**

Party	Municipality	Pop.	EAV	Tot. Rev.	Tot. Exp.	Full Time Officers
FOP	Deerfield	x				x
	Lake Forest	x				x
	Lake Zurich		x	x	x	
	Rnd Lk. Beach	x				
	Zion	x	x		x	
Village	Bensenville	x	x			
	Bloomingtondale	x	x	x		
	Morton Grove	x	x			
	Roll. Meadows	x				
	Westmont	x	x			x

**TABLE 11
 VILLAGE'S PROPOSED COMPARABLES FALLING WITHIN THE RANGE FORMED BY
 LIBERTYVILLE AND AGREED UPON COMPARABLES BASED UPON VILLAGE'S OTHER
 PROPOSED FACTORS**

Party	Municipality	Sales Tax	Prop. Tax	Tot. Prop. Tax	Full Time Civilians	Crime Rate Per 100,000
Village	Bensenville	x			x	x
	Bloomingtondale		x			x
	Morton Grove	x		x		x
	Roll. Meadows					x
	Westmont	x	x		x	x

TABLE 12
FOP'S PROPOSED COMPARABLES FALLING WITHIN THE RANGE FORMED BY
LIBERTYVILLE AND AGREED UPON COMPARABLES BASED UPON FOP'S OTHER
PROPOSED FACTORS

Party	Municip.	Med. Home Val.	Per Cap. Inc.	Med. Hshld. Inc.	Local Taxes	Inter. Gov. Rev.	Other Rev.	Pub. Safety Exp.	Total Wages Paid
FOP	Deerfield						X	X	X
	Lake Forest					X	X	X	
	Lake Zurich	X	X	X	X	X	X	X	X
	Rnd Lk. Beach					X			
	Zion							X	X

1. The FOP's Proposed Comparables

The FOP seeks the inclusion of Deerfield, Lake Forest, Lake Zurich, Round Lake Beach and Zion on the list of comparables.

a. Lake Forest

Lake Forest is clearly out. With respect to the agreed upon factors (Table 10), Lake Forest falls within the range formed by the agreed upon comparables in two of five categories (population and number of full time officers). But, significantly, with respect to the factors proposed by the FOP (Table 12), Lake Forest falls outside of the range of agreed upon comparables in five out of eight categories proposed by the FOP (median home value, per capita income, median household income, local taxes and total wages paid). Examination of the charts formed by the data for all of the factors examined shows that in many categories, when Lake Forest is outside the range of the agreed upon comparables, the differences are quite significant. See Table 5, Chart B (EAV); Table 9, Charts A (median home value), B (per capita income), C (median household income), D (local taxes) and H (total wages paid).

Lake Forest is clearly not comparable to Libertyville and shall be excluded from the list of comparables.

b. Round Lake Beach

Round Lake Beach is also clearly out. With respect to the agreed upon factors (Table 10), Round Lake Beach falls within the range formed by the agreed upon comparables in only one of five categories (population). With respect to the other factors proposed by the FOP (Table 12), Round Lake Beach falls within that range in only one of eight categories (intergovernmental revenues). In many of those categories, the differences are significant. See Table 5, Chart B (EAV); Table 9, Charts A (median home value), B (per capita income), C (median household income), D (local taxes), F (other revenue), G (public safety expenditures) and H (total wages paid).

Round Lake Beach is clearly not comparable to Libertyville and shall be excluded from the list of comparables.

c. Lake Zurich

Lake Zurich is clearly in. With respect to the agreed upon factors (Table 10), Lake Zurich falls within the range formed by the agreed upon comparables in three of five categories (EAV, total revenue and total expense). In the two categories where Lake Zurich fell outside the range formed by the agreed upon comparables, the differences are not significant. See Table 5, Charts A (population) and E (number of full time officers). With respect to the FOP's proposed factors (Table 12), Lake Zurich falls within the range in all categories.

Lake Zurich is therefore comparable to Libertyville and shall be included on the list of comparables.

d. Deerfield

Deerfield is not as obvious as Lake Forest, Round Lake Beach and Lake Zurich. With respect to the agreed upon factors (Table 10), Deerfield falls within the range formed by the agreed upon comparables in two of five categories (population and number of full time officers). With respect to the FOP's proposed factors (Table 12), Deerfield falls within the range in only three of eight categories (other revenue, public safety expenditures and total wages paid).

Were this analysis strictly rigid in that only if the proposed community falls within the range of comparables then can the factor be counted in favor of comparability, Deerfield should not be found comparable. In the total of 13 factors examined for Deerfield, Deerfield falls within the range of comparables on only five occasions.

But, the analysis is *not* that rigid. As I earlier noted at III(A), this process is merely a reasonable method for organizing the data and arguments so as to assist in making rational judgments. Here, in *all* of the eight categories of factors where Deerfield falls outside of the range formed by the agreed upon comparables, Deerfield is the first community outside of the range. See Table 5, Charts B (EAV), C (total revenue) and D (total expense); Table 9, Charts A (median home value), B (per capita income), C (median household income), D (local taxes) and E (intergovernmental revenues). Moreover, looking at the to-

tality of the differences, those differences are not obviously significant. In a number of those categories, the differences are relatively minor.¹³

This is a judgment call. Given the repeated closeness of Deerfield when compared to the range formed by the agreed upon of comparables, I find that Deerfield should be included on the list of comparables.

e. Zion

Zion is also not obvious. With respect to the agreed upon factors (Table 10), Zion falls within the range formed by the agreed upon comparables in three of five categories (population, EAV and total expense). However, with respect to the FOP's proposed factors (Table 12), Zion only falls within the range in two of eight categories (public safety expenditures and total wages paid).

Close examination of several of the proposed factors deemed appropriate by the FOP shows that Zion is not closely aligned to the range of agreed upon comparables. See Table 9, Charts A (median home value), B (per capita income) and F (other revenue) where Zion is below the already excluded Round Lake Beach and Chart C (median household income) where Zion is substantially below the lowest comparable in the range in that category (Mundelein).¹⁴

Under the circumstances, I find that Zion should be excluded from the list of comparables.

¹³ See e.g., Tables 4 and 5, Charts C (Deerfield's total revenue is \$5,359,811 compared to agreed upon comparable Mundelein's total revenue of \$5,991,235—a difference of 11.7%) and D (Deerfield's total expense is \$4,324,372 compared to agreed upon comparable Mundelein's total expense of \$4,961,325—a difference of 14.7%); Tables 8 and 9, Chart D (Deerfield's local taxes are \$3,237,092 compared to agreed upon comparable Mundelein's total taxes of \$3,489,126—a difference of 7.8%).

¹⁴ Zion's median household income is \$31,159 as compared to agreed upon comparable Mundelein's at \$45,947—a significant difference of 47%. Zion's median household income appears more equivalent to the already excluded Round Lake Beach. See Table 9, Chart C.

2. The Village's Proposed Comparables

The Village seeks the inclusion of Bensenville, Bloomingdale, Morton Grove, Rolling Meadows and Westmont on the list of comparables.

a. Westmont

Westmont is clearly in. With respect to the agreed upon factors (Table 10), Westmont falls within the range formed by the agreed upon comparables in three of five categories (population, EAV and number of full time officers). In the total revenue category, Westmont is just outside the range formed by the agreed upon comparables (see Table 5, Chart C) and, in fact, is right next to Libertyville with a fairly inconsequential difference.¹⁵ With respect to the Village's proposed factors (Table 11), Westmont falls within the range in four of the five categories (sales tax, property tax, number of full time civilians and crime rate). In the fifth category (total property tax), Westmont is again just outside of the range; is right next to Libertyville and the difference is not consequential. See Table 7, Chart C.¹⁶

Westmont shall therefore be included on the list of comparables.

b. Bloomingdale

Similarly, Bloomingdale is clearly in. With respect to the agreed upon factors (Table 10), Bloomingdale falls within the range formed by the agreed upon comparables in three of five categories (population, EAV and total revenue). In the total expense category, while outside the range, Bloomingdale is the next

¹⁵ See also, Table 4 showing that Westmont's total revenue (\$10,992,962) is just 4.3% higher than Libertyville (\$10,538,354).

¹⁶ See also, Table 6 showing Libertyville's total property tax (7.4260) as being only 7% higher than Westmont's (6.9354).

municipality; is right next to Libertyville and the difference is not consequential. See Table 5, Chart D.¹⁷

With respect to the Village's proposed factors (Table 11), Bloomingdale appears within the range in two of the five categories (property tax and crime rate), but in the sales tax category (Table 7, Chart A), Bloomingdale is the next municipality outside of the range.

Bloomingdale shall also appear on the list of comparables.

c. Rolling Meadows

Rolling Meadows is clearly out. With respect to the agreed upon factors (Table 10), Rolling Meadows falls within the range of agreed upon comparables in only one of five categories (population). With respect to the Village's proposed comparables (Table 11), Rolling Meadows also falls within the range in only one of five categories (crime rate). Further, the differences between Rolling Meadows and the range of comparables are quite significant in many of the categories. See Table 5, Charts C (total revenue), D (total expense), E (number of full time officers); and Table 7, Charts A (sales tax), B (property tax) and D (full time civilians). I find that Rolling Meadows should be excluded from the list of comparables.

d. Morton Grove

Morton Grove should also be excluded. With respect to the agreed upon factors (Table 10), Morton Grove falls within the range formed by agreed upon comparables in two of five categories (population and EAV). With respect to

¹⁷ See also, Table 4 showing Libertyville's total expense (\$9,593,510) to be only 1.9% below Bloomingdale's (\$9,772,944)

the Village's proposed factors, Morton Grove appears in three of the five categories (sales tax, total property tax and crime rate). However, when Morton Grove is outside of the range of agreed upon comparables, it falls significantly outside of the range in three of the categories. See Table 5, Charts C (total revenue), D (total expense); and Table 7, Chart B (property tax).

Morton Grove shall therefore be excluded from the list of comparables.

e. Bensenville

Bensenville is a closer call. With respect to the agreed upon factors (Table 10), Bensenville falls within the range formed by the agreed upon comparables in two of five categories (population and EAV). However, in two of those categories where Bensenville is outside of the range of comparables, it is fairly significantly outside of the range. See Table 5, Charts C (Total Revenue) and D (Total Expense)¹⁸. In the other agreed upon factor (full time officers), however, Bensenville is just outside of the range of comparables (see Table 5, Chart E) and the difference is insignificant.¹⁹ With respect to the Village's proposed factors (Table 11), Bensenville falls within the range in three of the five factors (sales tax, full time civilians, and crime rate). In one of the categories where Bensenville is outside of the range of comparables (property tax—Table 7, Chart B), Bensenville is just outside of that range.

On balance, given the number of times Bensenville falls within the range of agreed upon comparables for the agreed categories (2); the insignificant differ-

¹⁸ Compared to Libertyville, in these two categories, the percentage differences are significant. According to Table 4, Libertyville's total revenue (\$10,538,354) is 24% below Bensenville's (\$13,080,997) and Libertyville's total expense (\$9,593,510) is 94% below Bensenville's (\$18,627,825).

¹⁹ Bensenville has 40 officers while agreed upon comparable Gurnee has 39. See Table 4.

ence in one of the agreed upon categories (number of full time officers); and further considering the number of times Bensenville falls within the range of the Village's proposed factors (3) and the fact that Bensenville is just outside of the range in a fourth (property tax), I find that Bensenville should be included in the list of comparables.

G. Conclusion On The Comparables

In sum, taking into account the agreed upon comparables and the analysis used for contested comparables, the list of comparables which shall be used to make the relevant comparisons to Libertyville shall be as follows:

1. Bensenville
2. Bloomingdale
3. Deerfield
4. Gurnee
5. Lake Zurich
6. Mundelein
7. Vernon Hills
8. Westmont

The wages and benefits in dispute in this case for those eight communities shall be compared to the parties' offers for Libertyville.²⁰

IV. INSURANCE AND SICK LEAVE VERIFICATION

At this point, the parties respective offers which are subject to a comparability analysis must now be compared to the benefits in the comparable communities. But, there are two areas of dispute between the

²⁰ Stepping back and putting aside the detailed analysis I have used to determine comparability, the results in many ways pass what is commonly referred to as the "smell test". For one knowing the communities from having lived in this area, it is not unreasonable to conclude that the communities found comparable in this case are in many respects similar to Libertyville and that communities such as Lake Forest, Round Lake Beach, Morton Grove, Zion and Rolling Meadows are not.

parties which are not really subject to a comparability analysis—insurance and sick leave verification. Those will be addressed first.

A. Insurance

The FOP seeks a restoration of the health insurance program and benefits which it states were in effect as of May, 1993. FOP Brief at 5. The Village advocates no change. Village Brief at 1.

The insurance provisions of the Agreement state:

ARTICLE XVI
INSURANCE

Section 16.1. Life Insurance. Effective the first day of the month following the actual signing of this Agreement, the Village shall provide, at no cost to the employee, group life insurance for employees in the amount of \$30,000, plus an equivalent additional amount of AD&D coverage. The Village retains the right to elect a different insurance carrier or self-insure.

Section 16.2. Hospital-Medical and Dental Insurance. The Village shall continue to make available to employees covered by this Agreement and their dependents substantially similar group hospital and medical insurance and group dental plan as existed prior to the signing of this Agreement. The Village retains the right to elect a different insurance carrier or self-insure.

Section 16.3. Plan Revisions. Revisions to the medical dental and life plans may be made through the recommendation of the Plan Administrator and the approval of the North Shore Employee Benefit Cooperative Board. These revisions will be limited to maintaining sound fiscal funding or to adopt generally recognized cost containment standards. The Village will advise the Union of such changes prior to implementation.

In the event the Village makes plan changes, the Lodge may reopen Article XVI, Insurance, by giving the Village written notice to reopen. If such notice is given, all subjects in Article XVI, Insurance, are open for renegotiation, including the amount of employee contribution to the insurance plan.

Section 16.4. Cost. The cost of Group Insurance (employee and dependent) shall be shared by the Village and the employee as follows: Village, 90% and employee, 10%.

Section 16.5. Cost Containment. The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admis-

sions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 16.6. Inoculation. If not covered by the insurance program, the Village will pay for needed inoculation or immunization for an employee and family members if the employee is exposed to a contagious disease in the line of duty.

The FOP asserts (FOP Brief at 32) that in May, 1993 the Village unilaterally changed the health insurance program to the detriment of the officers.

According to the FOP (FOP Brief at 33), the changes were as follows:

- Single deductibles increased from \$100 to \$200
- Family deductibles increased from \$300 to \$600
- Out-of-pocket limits on single coverage increased from \$700 to \$1,250
- Out-of-pocket limits on family coverage increased from \$1,500 to \$2,500
- Co-pays on prescriptions increased from \$5 to \$7
- Lifetime maximums mental/nervous decreased from \$100,000 to \$50,000
- Transplant limits imposed for the first time
- Lifetime hospice limits imposed for the first time
- Infertility benefit limits imposed for the first time
- Maximum benefits during the first two years of life cut in half.

Further, according to the FOP (*id.*), “[t]he net effect of these sweeping changes is to cut the officers’ take-home spend-able income.” In support of the position, the FOP asserts the following impact (FOP Exhs. Book 1, tab 8):

INCREASED POTENTIAL INSURANCE COSTS AS % OF SALARY

Pay Step	Single	Family
Start Pay	1.78%	3.23%
After 1 Year	1.57%	2.85%
After 5 Years	1.32%	2.41%
After 10 Years	1.32%	2.41%
After 15 Years	1.32%	2.41%
After 20 Years	1.32%	2.41%

Assuming the accuracy of the impact of the changes made as asserted by the FOP, nevertheless, the Union's request to restore the *status quo* to May, 1993 must be rejected in this proceeding. Giving the FOP the benefit of the doubt, for the purpose of discussion I shall assume that this subject is properly before me as part of an interest arbitration and that it is not properly the subject of a grievance arbitration. I will also assume that proper notice for reopening has been given under Article 16.3 of the Agreement. Nevertheless, the FOP's position cannot prevail.

Stripped to its essence, the FOP's argument is that it is not satisfied with the operation of Article 16 in that the Village exercised prerogatives under that language which had an increased cost impact on the officers concerning insurance. The FOP is therefore seeking a change in previously negotiated language. As such, it is the FOP's burden to justify that change.

The FOP's burden has not been met. The FOP has shown that there has been a cost impact on the bargaining unit. That showing, however, does not equate with a sufficient demonstration of what the insurance provisions should be *in terms of the statutory criteria for interest arbitrations*.²¹ This is not to say that disputes over insurance benefits are not the proper subject of interest arbitrations—obviously they are. But given what I have to work with in this case, I have no basis upon which to choose an offer. Given that the burden rests with the FOP, its request must be denied.

The Village's proposal for no change is accepted.

²¹ For example, there is no comparability analysis on this issue done by the FOP.

B. Sick Leave Verification

Article 12.3 of the Agreement states:

ARTICLE XII
SICK LEAVE

* * *

Section 12.3. Accrued Sick Leave. An employee will receive one day's pay for each day of accrued sick leave which is used according to Section 12.1. Sick leave must be used in one day increments and to be eligible the employee must give as much advance notice as possible. In order to be eligible for three or more consecutive days of sick leave, the employee may be required to supply a doctor's certificate which the Police Chief determines is satisfactory medical justification, except that the Police Chief may request a doctor's certificate for a shorter absence if the Chief determines this step is warranted.

The FOP seeks that the Village pay for medical verification of sick leave absences of less than three days. FOP Brief at 5. The Village seeks no change. Village Brief at 2.

The burden here also is on the FOP to demonstrate the need for the change. This provision allowing the Chief to require a verification appears to be a normal managerial prerogative designed at curbing potential sick leave abuse. There is no evidence of abuse by the Village of its ability to require a verification. The language vests discretion in the Chief for requiring such verifications—"the Police Chief *may* request a doctor's certificate ... *if* the Chief determines this step is warranted" [emphasis added].

As with the exercise of any managerial prerogative, an officer is free to challenge the propriety of a perceived arbitrary or abusive request through the grievance process.²² A remedy in a grievance arbitration for such a successful

²² See Elkouri and Elkouri, *How Arbitration Works* (BNA, 4th ed.), 462 ("Even where the agreement expressly states a right in management, expressly gives it discretion as to a matter, or ex-

challenge is for an arbitrator to require that the Village reimburse the officer for any expenses incurred as a result of the imposition of an arbitrary requirement—i.e., the cost of obtaining the doctor's certificate verifying the need for sick leave. Those are case by case calls.. But, in the context of an *interest* arbitration, there are no demonstrated reasons why under the facts of this case that there should be a requirement that the Village pay for the obtaining of such certificates and that such requirement must become an affirmative obligation in the Agreement.

The Village's proposal for no change is accepted.

V. THE PARTIES' REMAINING OFFERS COMPARED TO BENEFITS RECEIVED IN THE COMPARABLE COMMUNITIES

The remaining issues concerning wages, sick leave accumulation, vacations, personal leave days and holiday pay are properly subject to an external comparability analysis.

A. Wages

The FOP seeks a 4.5% wage increase retroactive to May 1, 1993 and 4.5% increase retroactive to May 1, 1994. FOP Brief at 5-6. The Village argues that its offer of a 3% increase for each year is appropriate. Village Brief at 1-2.

The data offered by the parties on the comparables shows the following (Village Exhs. Binder 2, tab 5; FOP Exhs. Book 1, tab 3; Stipulation of January 13, 1995; Village Brief at 15-16)²³:

pressly makes it the "sole judge" of a matter, management's action must not be arbitrary, capricious, or taken in bad faith.").

²³ As with Table 4, the parties' data did not always correlate in format and content. For example, the Village examined data in terms of starting rate, yearly increments through the 5th year, 8th year, and top salary. Village Exhs. Binder 2, tab 5. The FOP looked at starting salary, and after years 1, 5, 10, 15 and 20. FOP Exhs. Book 1, tab 3 at 13,

TABLE 13
1992-1993 WAGES FOR LIBERTYVILLE AND COMPARABLE COMMUNITIES
 [Agreed upon entries are designated with an *. Other sources are footnoted].
 If uncontested, the entry is designated with a "u"].

Municipality	Start	After 1 yr.	After 5 yrs.	After 10 yrs.	After 15 yrs.	After 20 yrs.
Bensenville	27706 ^u	28812 ^u	36177 ^u	39500 ^u	39500 ^u	39500 ^u
Bloomington	29100 ^u	30264 ^u	35405 ^u	39825 ^u	39825 ^u	39825 ^u
Deerfield	31901 ^u	34341 ^u	44122 ^u	44122 ^u	44122 ^u	44122 ^u
Gurnee ²⁴	28950*	31917*	40736*	42772*	42772*	42772*
Lake Zurich	27000 ^u	28750 ^u	35500 ^u	38000 ^u	38000 ^u	38000 ^u
LIBERTYVILLE	30958*	35110*	41562*	41562*	41562*	41562*
Mundelein	32787*	33715*	37696*	40988*	40988*	40988*
Vernon Hills ²⁵	29948*	32200*	41368*	41868*	41968*	42068*
Westmont	27124 ^u	33710 ^u	40869 ^u	41274 ²⁶	41679 ²⁷	42083 ^u

Based upon the above data, the comparable communities ranked as follows during 1992:

It was therefore necessary to apply the following rules in order to compile a table. First, agreements on the data were accepted. Second, because the FOP's analysis gave a better range of categories than did the Village's (i.e., after the 5th year the Village's analysis jumped from the 8th year to the top salary, while the FOP's analysis also looked at years 10, 15 and 20) the FOP's format was chosen. Third, because the categories were sometimes examining different years, where necessary the data was extrapolated (e.g., for 1992 the Village shows Bensenville as having a rate of \$39,500 after eight years and as a top salary, which means the officers in Bensenville also were making \$39,500 after years 10, 15 and 20). Third, if disputed or if an apparent question existed, source documents in the exhibit books were checked. Fourth, if disputes could not be resolved through checking the source documents, the parties were contacted to reconcile the conflicts in their respective data entries (see Stipulation of January 13, 1995 concerning the wage rates for Gurnee and Vernon Hills which were in conflict in the exhibit books). Fifth, discrepancies between an exhibit and a party's assertion in a brief were resolved in favor of the exhibit.

²⁴ By Stipulation of January 13, 1995, the parties reconciled conflicts in the data for Gurnee.

²⁵ By Stipulation of January 13, 1995, the parties reconciled conflicts in the data for Vernon Hills.

²⁶ Westmont adds 1% of the 4th year's base after each five years of service as longevity. See Village Exhs. Binder 1, tab 9 at Article 18.2.

²⁷ Reflects the additional 1% increase found in Article 18.2 of the Westmont contract.

TABLE 14
RANKINGS WITHIN COMPARABLES AS OF 1992-1993 FOR WAGES
(Low to High)

Start	After 1 yr.	After 5 yrs.	After 10 yrs.	After 15 yrs.	After 20 yrs.
Lake Zurich	Lake Zurich	Bloomingtondale	Lake Zurich	Lake Zurich	Lake Zurich
Westmont	Bensenville	Lake Zurich	Bensenville	Bensenville	Bensenville
Bensenville	Bloomingtondale	Bensenville	Bloomingtondale	Bloomingtondale	Bloomingtondale
Gurnee	Gurnee	Mundelein	Mundelein	Mundelein	Mundelein
Bloomingtondale	Vernon Hills	Gurnee	Westmont	Libertyville	Libertyville
Vernon Hills	Westmont	Westmont	Libertyville	Westmont	Vernon Hills
Libertyville	Mundelein	Vernon Hills	Vernon Hills	Vernon Hills	Westmont
Deerfield	Deerfield	Libertyville	Gurnee	Gurnee	Gurnee
Mundelein	Libertyville	Deerfield	Deerfield	Deerfield	Deerfield

Applying the parties' proposed wage increases yields the following along with the increases obtained in the comparable communities.²⁸

TABLE 15
1993-1994 WAGES FOR LIBERTYVILLE AND COMPARABLE COMMUNITIES
 [Agreed upon entries are designated with an *. Other sources are footnoted].
 If uncontested, the entry is designated with a "u"].

Municipality	Start	After 1 yr.	After 5 yrs.	After 10 yrs.	After 15 yrs.	After 20 yrs.
Bensenville	28814 ^u	29965 ^u	37625 ^u	41000 ^u	41000 ^u	41000 ^u
Bloomingtondale	29973 ^u	31171 ^u	36467 ^u	42660 ^u	42660 ^u	42660 ^u
Deerfield	33448 ^u	36007 ^u	46262 ^u	46262 ^u	46262 ^u	46262 ^u
Gurnee	29965 [*]	33036 [*]	42163 [*]	44271 [*]	44271 [*]	44271 [*]
Lake Zurich	28700 ^u	31120 ^u	40800 ^u	41550 ^u	41550 ^u	41800 ^u
LIBERTYVILLE - FOP offer	32251 [*]	36690 [*]	43432 [*]	43432 [*]	43432 [*]	43432 [*]
LIBERTYVILLE - Vil. offer	31886 [*]	36163 [*]	42809 [*]	42809 [*]	42809 [*]	42809 [*]
Mundelein	33770 [*]	34726 [*]	38826 [*]	42217 [*]	42217 [*]	42217 [*]
Vernon Hills	31595 [*]	33971 [*]	43643 [*]	44143 [*]	44243 [*]	44343 [*]
Westmont	28074 ^u	34890 ^u	42300 ^u	42719 ²⁹	43138 ³⁰	43557 ^u

²⁸ See generally FOP Exhs. Book 1, tab 3 at 19; Village Exhs. Binder 2, tab 5. See also, Village Brief at 15.

²⁹ See Village Exhs. Binder 1, tab 9 at Article 18.2 (1% longevity for each 5 years of service).

³⁰ Id.

TABLE 16
RANKINGS WITHIN COMPARABLES AS OF 1993-1994 FOR WAGES
(Low to High)

Start	After 1 yr.	After 5 yrs.	After 10 yrs.	After 15 yrs.	After 20 yrs.
Westmont	Bensenville	Bloomingtondale	Bensenville	Bensenville	Bensenville
Lake Zurich	Lake Zurich	Bensenville	Lake Zurich	Lake Zurich	Lake Zurich
Bensenville	Bloomingtondale	Mundelein	Mundelein	Mundelein	Mundelein
Gurnee	Gurnee	Lake Zurich	Bloomingtondale	Bloomingtondale	Bloomingtondale
Bloomingtondale	Vernon Hills	Gurnee	Westmont	Libertyville-Vil.	Libertyville-Vil.
Vernon Hills	Mundelein	Westmont	Libertyville-Vil.	Westmont	Libertyville-FOP
Libertyville-Vil.	Westmont	Libertyville-Vil.	Libertyville-FOP	Libertyville-FOP	Westmont
Libertyville-FOP	Deerfield	Libertyville-FOP	Vernon Hills	Vernon Hills	Gurnee
Deerfield	Libertyville-Vil.	Vernon Hills	Gurnee	Gurnee	Vernon Hills
Mundelein	Libertyville-FOP	Deerfield	Deerfield	Deerfield	Deerfield

TABLE 17
1994-1995 WAGES FOR LIBERTYVILLE AND COMPARABLE COMMUNITIES
 [Agreed upon entries are designated with an *. Other sources are footnoted].
 If not contested, the entry is designated with a "u"].

Municipality	Start	After 1 yr.	After 5 yrs.	After 10 yrs.	After 15 yrs.	After 20 yrs.
Bensenville ³¹	not avail.					
Bloomingtondale	31171 ^u	32418 ^u	37925 ^u	44366 ^u	44366 ^u	44366 ^u
Deerfield	35657 ^u	38385 ^u	49318 ^u	49318 ^u	49318 ^u	49318 ^u
Gurnee	31009*	34187*	43633*	45815*	45815*	45815*
Lake Zurich	29992*	32520*	42636*	42636*	42636*	42636*
LIBERTYVILLE - FOP offer	33807*	38341*	45387*	45387*	45387*	45387*
LIBERTYVILLE - Vil. offer	32843*	37248*	44093*	44093*	44093*	44093*
Mundelein	34783*	35768*	39991*	43484*	43484*	43484*
Vernon Hills	32701*	35160*	45171*	45671*	45771*	45871*
Westmont ³²	29197 ^u	36286 ^u	43993 ^u	44428 ^u	44863 ^u	45299 ^u

³¹ Because Bensenville was in negotiations on wages when the data was compiled no data was provided for that municipality for 1994. See Village Exhs. Binder 1, tab 2.

³² Reflects 1994 wage increases with 1% longevity for each 5 years of service. Village Exhs. Binder 1, tab 9 at Article 18.2; Village Brief Exh. A.

TABLE 18
RANKINGS WITHIN COMPARABLES AS OF 1994-1995 FOR WAGES
(Low to High)³³

Start	After 1 yr.	After 5 yrs.	After 10 yrs.	After 15 yrs.	After 20 yrs.
Westmont	Bloomingtondale	Bloomingtondale	Lake Zurich	Lake Zurich	Lake Zurich
Lake Zurich	Lake Zurich	Mundelein	Mundelein	Mundelein	Mundelein
Gurnee	Gurnee	Lake Zurich	Libertyville-Vil.	Libertyville-Vil.	Libertyville-Vil.
Bloomingtondale	Vernon Hills	Gurnee	Bloomingtondale	Bloomingtondale	Bloomingtondale
Vernon Hills	Mundelein	Westmont	Westmont	Westmont	Westmont
Libertyville-Vil.	Westmont	Libertyville-Vil.	Libertyville-FOP	Libertyville-FOP	Libertyville-FOP
Libertyville-FOP	Libertyville-Vil.	Vernon Hills	Vernon Hills	Vernon Hills	Gurnee
Mundelein	Libertyville-FOP	Libertyville-FOP	Gurnee	Gurnee	Vernon Hills
Deerfield	Deerfield	Deerfield	Deerfield	Deerfield	Deerfield

A cursory examination of Tables 16 and 18 shows no readily apparent trends with respect to the wage offers. The 1993-1994 offers (Table 16) leave the officers at or above the mid-range. The 1994-1995 offers (Table 18) keep the officers above the mid-range in the start, 1 and 5 year categories with the parties' offers vacillating just above and below the mid-range in the 10, 15 and 20 year categories. Nothing really jumps out. But, I am required to select an offer.

Examination of Tables 14, 16 and 18 shows how the parties' respective offers for 1993-1994 and 1994-1995 compare to Libertyville's ranking within the comparables for 1992-1993:

³³ Because of the unavailability of data for Bensenville, that community is excluded from this table. Given the relative ranking of Bensenville compared to Libertyville (Bensenville appears at the low end of the rankings of comparables—see Tables 14 and 16), the lack of data concerning Bensenville does not affect the analysis.

TABLE 19
COMPARISON OF CHANGES IN RANKINGS FROM 1992 WITHIN THE COMPARABLES FOR
THE PARTIES OFFERS ON WAGES
(Low to high)

Rank (low to High)	Start	After 1 yr.	After 5 yrs.	After 10 yrs.	After 15 yrs.	After 20 yrs.
1						
2						
3						
4				Vil94	Vil94	Vil94
5					1992, Vil93	1992, Vil93, FOP93
6				1992, Vil93, FOP93, FOP94	FOP93, FOP94	FOP94
7	1992, Vil93, Vil94, FOP93, FOP94		Vil93, FOP93, Vil94			
8		Vil94, FOP94	1992 FOP94			
9		1992, Vil93, FOP93				

Table 19 thus shows the effect the parties' offers have on the Village's ranking within the comparables when compared to the Village's standing in 1992. The Village's 1993 offer results in no change in ranking in the start, 1, 10, 15 and 20 year categories; and a downward movement of one rank place in the five year category. The Village's 1994 offer shows no change in the start category, but shows downward movement of one rank place in the 1, 5, 15 and 20 year categories, and a downward movement of two rank places in the 10 year

category. The total net change for the Village's offer is therefore a downward movement of seven places in the Village's ranking in 1992.

The FOP's 1993 offer results in no ranking changes in the start, 1, 10 and 20 year categories; a downward change in the 5 year category and an upward change in the 15 year category. The FOP's 1994 offer shows no ranking changes in the start, 5 and 10 year categories; a downward change in the 1 year category and an upward change in the 15 and 20 year categories. The total net change for the FOP's offer is therefore an upward movement of 1 place in the Village's ranking in 1992.

In terms of a table, that analysis translates as follows:

TABLE 20
NET CHANGE IN RANKINGS FOR OFFERS ON WAGES FROM 1992 RANKINGS

Offer	Rank Levels changed Up	Rank Levels Changed Down	Net Rank Changes For Offer	Total Net Rank Changes
Village 1993	0	1	1	
Village 1994	0	6	6	7 down
FOP 1993	1	1	0	
FOP 1994	2	1	1	1 up

Thus, the net effect of the Village's offer is that compared to 1992, its offer will move the officers down in seven total places in the rankings. The net effect of the FOP's offer will only amount to an upward movement in one place. The Village's offers for 1993 and 1994 significantly impact its standing in the comparable communities when compared to 1992, The FOP's offer will have the least impact on the rankings the Village had in 1992. In terms of comparability, the FOP's offer best maintains the *status quo* existing in 1992.

Comparability therefore favors the FOP's offer.

B. Sick Leave Accumulation

Article 12 of the Agreement provides

ARTICLE XII
SICK LEAVE

Section 12.1. Purpose. Sick leave with pay is a privilege to be used for the employee's own personal illness or personal disability, not a vested right and does not extend to caring for ill or disabled family members or any other purpose. There shall be a limited exception to the foregoing, subject to approval by the Police Chief, for an employee to use a short period of accrued sick leave (normally one day) in the event of a serious medical emergency involving the employee's spouse or children where the employee's presence is required.

Section 12.2. Days Earned. Police officers shall earn sick leave pay at the rate of one day for each month of service, or major fraction of a month, if the employee works or is paid for at least one-half of the normal working days in the month. The maximum sick leave accrual is 120 days.

* * *

The FOP seeks an increase in maximum sick leave accrual from 120 to 140 days. FOP Brief at 5. The Village seeks no change from the current 120 day level. Village Brief at 2.

The comparable communities provide the following as compared to Libertyville³⁴:

³⁴ See FOP Exhs. Book 1, tab 5; Village Exhs. Binder 2, tab 8.

TABLE 21
SICK LEAVE ACCRUAL FOR COMPARABLE COMMUNITIES AND LIBERTYVILLE
(Ranked low to high)

Municipality	Days of Sick Leave Accrual
Bensenville	60
Vernon Hills	90
Bloomington	120
Lake Zurich	120
Westmont	120
LIBERTYVILLE (Vil. offer-current)	120
LIBERTYVILLE (FOP offer)	140
Deerfield	140
Mundelein	175
Gurnee	no limit

In terms of examination of the comparables, the Village's 120 day cap is currently in the center of the pack. The FOP's offer places the Village one tier higher. Given the placement of the current position of the Village in the field of comparables, there is no justification from a comparability standpoint to move the Village one tier higher as the FOP seeks to do.

The FOP further suggests (FOP Brief at 29) that:

By expanding the sick leave maximum accrual to 140 days, an incentive is offered to employees to "bank" those days (rather than use them in lieu of losing them). This approach is designed to reduce the Employer's current sick leave "cost" (i.e. usage) and afford the employees' with a hedge against catastrophic illness or injury.

In theory that may be correct. But, as the Village points out (Village Brief at 28) and as shown by the FOP's evidence (FOP Exhs. Book 1, tab 5 at 2), of the 27 officers listed, only two have actually accrued sick leave in excess of 120 days (123 and 131). The FOP's data breaks out as follows (*id.*):

TABLE 22
ACTUAL ACCRUAL OF SICK LEAVE

Number of Days of Sick Leave Accrued	Number of Officers
0-10	2 ³⁵
11-20	3
21-30	3
31-40	6
41-50	2
51-60	2
61-70	3
71-80	0
81-90	1
91-100	1
101-110	2
111-120	0
121-130	1
131-140	1

Given the above distribution and the relative slow manner in which sick leave days accrue as compared to the 120 day cap (officers accrue one sick day per month of service—see Article 12.2 of the Agreement), a minimal portion of the bargaining unit would actually be impacted over the term of the Agreement by any change proposed by the FOP. The FOP's argument therefore appears speculative.

The comparability analysis therefore favors the Village's proposal for no change.

C. Vacations

The current schedule for vacations is found at Article 11.1 of the Agreement:

³⁵ Hired in June and July, 1994.

ARTICLE XI
VACATIONS

Section 11.1. Paid Vacations. Employees who, as of May 1 of each year, attain the years of continuous service with the Police Department as indicated in the following table shall receive vacation with pay as follows:

<u>Full Fiscal Years of Continuous Service</u>	<u>Vacation</u>
Less than 1 year	Up to 9 days (prorated)
1 year	10 days
7 years	15 days
15 years	20 days
25 years	25 days

The FOP (FOP Brief at 5-6) proposes that the vacation schedule be adjusted as follows:

<u>Full Fiscal Years of Continuous Service</u>	<u>Vacation</u>
Less than 1 year	Up to 9 days (prorated)
1 year	10 days
6 years	15 days
14 years	20 days
21 years	25 days

The Village (Village Brief at 2) proposes no change.

The comparable communities show the following with respect to vacation benefits:

TABLE 23
VACATION DAYS FOR COMPARABLE COMMUNITIES AND LIBERTYVILLE
(Years of Service—1-15 years)

Munic./Years of Service	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Bensenville ³⁶	10	10	10	10	15	15	15	15	15	15	15	15	15	15	20
Bloomingtondale ³⁷	10	10	10	10	15	15	15	15	15	15	15	20	20	20	20
Deerfield ³⁸	10	10	10	10	10	15	15	15	15	15	20	20	20	20	20
Gurnee ³⁹	10	10	10	10	10	15	15	15	15	15	15	15	15	20	20
Lake Zurich ⁴⁰	10	10	10	10	10	10	15	15	15	15	16	17	18	19	20
LIBERTYVILLE - VII	10	10	10	10	10	10	15	15	15	15	15	15	15	15	20
LIBERTYVILLE - FOP	10	10	10	10	10	15	15	15	15	15	15	15	15	20	20
Mundelein ⁴¹	10	10	10	10	15	15	15	15	15	20	20	20	20	20	20
Vernon Hills ⁴²	10	10	10	10	15	15	15	15	15	20	20	20	20	20	25
Westmont ⁴³	10	10	10	10	15	15	15	15	15	20	20	20	20	20	20

³⁶ Bensenville Agreement at Article 6.1. Village Exhs. Binder 1, tab 2; Binder 2, tab 11.

³⁷ Bloomingtondale Agreement at Article 21.4. Village Exhs. Binder 1, tab 3; Binder 2, tab 11. Bloomingtondale's vacation entitlement accrues to a maximum of 35 days (280 hours) after 30 years of service.

³⁸ Deerfield Agreement at Article IV. FOP Exhs. Book 1, tab 10; tab 4.

³⁹ Gurnee Personnel Policy Manual, Article II. Village Exhs. Binder 1, tab 4; Binder 2, tab 11. FOP Exhs. Book 1, tab 4.

⁴⁰ Lake Zurich Agreement at Article 10.1. FOP Exhs. Book 1, tab 10; tab 4.

⁴¹ Mundelein Ordinances at Section 2.96.100. Village Exhs. Binder 1, tab 6. In its exhibits (Village Exhs. Binder 2, tab 11) and carried through in its arguments, the Village asserts that Mundelein has a vacation schedule of 5, 7, 10, 10, 12 and 12 at the 1, 5, 10, 15, 20 and 25 year levels. The FOP disagrees. FOP Exhs. Book 1, tab 4 at 2. I have chosen the amounts of vacation set forth in the table based upon Section 2.96.100 of the Mundelein ordinances found in Village Exhs. Binder 1, tab 6 which states the following:

2.96.100 Vacation—Permanent full-time and part-time employees.

With the exception of firemen working twenty-four-hour shifts, all permanent part-time employees shall accrue vacation according to the following schedule:

- One through four years of employment with the village 2 workweeks
- Five through nine years 3 workweeks
- Ten through nineteen years 4 workweeks
- Twenty years and over 5 workweeks

⁴² Vernon Hills Personnel Rules, Section 12.01(B). Village Exhs. Binder 1, tab 8; Binder 2, tab 11; FOP Exhs. Book 1, tab 4.

⁴³ Westmont Agreement at Article 21.2. Village Exhs. Binder 1, tab 9; Binder 2, tab 11.

TABLE 24
VACATION DAYS FOR COMPARABLE COMMUNITIES AND LIBERTYVILLE
 (Years of Service—16-25 years)

Munic./Years of Service	16	17	18	19	20	21	22	23	24	25
Bensenville	20	20	20	20	20	20	20	20	20	25
Bloomington	21	22	23	24	25	26	27	28	29	30
Deerfield	20	20	20	20	20	25	25	25	25	25
Gurnee	20	20	20	20	25	25	25	25	25	25
Lake Zurich	20	20	20	20	20	20	20	20	20	20
LIBERTYVILLE - VII	20	20	20	20	20	20	20	20	20	25
LIBERTYVILLE- FOP	20	20	20	20	20	25	25	25	25	25
Mundelein	20	20	20	20	25	25	25	25	25	25
Vernon Hills	20	20	20	20	25	20	20	20	20	25
Westmont	20	20	20	20	25	25	25	25	25	25

TABLE 25
VACATION DAYS RANKINGS WITHIN COMPARABLES
 (Low to high)

1-4	5	6	7-9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
BD	DF	Iz	BD	BD	BD	BV	LZ													
BV	GU	VIL	BV	BV	BV	GU	GU	VIL	LZ	DF	DF	DF	DF	DF	LZ	LZ	LZ	LZ	LZ	BV
DF	Iz	FOP	DF	DF	GU	VIL	VIL	Iz	VIL	GU	GU	GU	GU	LZ	VH	VH	VH	VH	VH	VH
GU	VIL	GU	GU	GU	VIL	FOP	FOP	FOP	FOP	VIL										
LZ	FOP	DF	VIL	VIL	FOP	LZ	LZ	GU	GU	FOP										
VIL	BV	BV	FOP	FOP	LZ	BD	BD	BD	BD	LZ	LZ	LZ	LZ	GU	DF	DF	DF	DF	DF	DF
FOP	BD	BD	Iz	LZ	DF	DF	DF	DF	DF	MD	MD	MD	MD	MD	GU	GU	GU	GU	GU	GU
MD	VH	VH	VH	VH	VH	MD	MD	MD	MD	MD	MD									
VH	WM																			
WM	VH	BD																		

Legend

Shading	Number of Vacation Days
	10
	15
	20
	25
	30

Abbreviations

Bensenville	BV
Bloomingtondale	BD
Deerfield	DF
Gurnee	GU
Lake Zurich	LZ
Libertyville FOP Offer	FOP
Libertyville Village Offer	VIL
Mundelein	MD
Vernon Hills	VH
Westmont	WM

In terms of the above analysis shown by Table 25, the changes in the offers do not show much. Both parties' offers keep the Village fairly much in the center of the comparables and within the next tier of benefit of each other. But the nature of the manner in which vacations are structured with five day increases occurring at different times during an employee's term of employment (for example, when the Village's vacation benefit increases by 5 days, the current Village benefit results in a 50% increase at the 6th year; an additional 33% at the 15th year and a 20% increase at the 25th year), the totality of the vacation benefit should also be examined.

The data shows the following for total vacation benefits after 1, 5, 10, 15, 20 and 25 years of service:

TABLE 26
TOTAL NUMBER OF VACATION DAYS

Municipality	1 yr.	5 yrs.	10 yrs.	15 yrs.	20 yrs.	25 yrs.
Bensenville	10	55	130	210	310	415
Bloomingtondale	10	55	130	225	340	480
Deerfield	10	50	125	225	325	450
Gurnee	10	50	125	210	315	440
Lake Zurich	10	50	120	210	310	410
Libertyville Vil Offer	10	50	120	200	300	405
Libertyville FOP Offer	10	50	125	210	310	435
Mundelein	10	55	135	235	340	465
Vernon Hills	10	55	135	240	345	450
Westmont	10	55	135	235	340	465

In terms of ranking, Table 26 translates as follows:

TABLE 27
TOTAL VACATION FOR COMPARABLE COMMUNITIES AND LIBERTYVILLE
(Low to high)

1 yr.	5 yrs.	10 yrs.	15 yrs.	20 yrs.	25 yrs.
Bensenville	Deerfield	Lake Zurich	Libertyville Vil.	Libertyville Vil.	Libertyville Vil.
Bloomingtondale	Gurnee	Libertyville Vil.	Lake Zurich	Lake Zurich	Lake Zurich
Deerfield	Lake Zurich	Deerfield	Gurnee	Libertyville FOP	Bensenville
Gurnee	Libertyville Vil.	Gurnee	Libertyville FOP	Bensenville	Libertyville FOP
Lake Zurich	Libertyville FOP	Libertyville FOP	Bensenville	Gurnee	Gurnee
Libertyville Vil.	Bensenville	Bensenville	Deerfield	Deerfield	Deerfield
Libertyville FOP	Bloomingtondale	Bloomingtondale	Bloomingtondale	Bloomingtondale	Vernon Hills
Mundelein	Mundelein	Mundelein	Mundelein	Mundelein	Mundelein
Vernon Hills	Vernon Hills	Vernon Hills	Westmont	Westmont	Westmont
Westmont	Westmont	Westmont	Vernon Hills	Vernon Hills	Bloomingtondale

Because the FOP's offer to increase vacation benefits increases that benefit at years other than at the anniversary dates of 1, 5, 10, 15 and 20 (see Tables 23 and 24), the impact of that increased offer must be further considered at the particular dates when the FOP's proposed increases take effect (years 6, 14 and 21).

TABLE 28
TOTAL NUMBER OF VACATION DAYS CORRESPONDING TO DATES OF FOP'S INCREASED OFFER

Munic./Years of Service	6	14	21
Bensenville	70	190	330
Bloomingtondale	70	205	366
Deerfield	65	205	350
Gurnee	65	190	340
Lake Zurich	60	190	330
Libertyville Vil. Offer	60	180	320
Libertyville FOP Offer	65	190	335
Mundelein	70	215	365
Vernon Hills	70	215	365
Westmont	70	215	365

In terms of ranking, the FOP's increased benefit translates as follows:

TABLE 29
TOTAL VACATION FOR COMPARABLE COMMUNITIES AND LIBERTYVILLE AT DATES OF INCREASED FOP OFFER
(Low to high)

6 yrs.	14 yrs.	21 yrs.
Lake Zurich	Libertyville Vil	Libertyville Vil
Libertyville Vil	Lake Zurich	Lake Zurich
Deerfield	Gurnee	Bensenville
Gurnee	Libertyville FOP	Libertyville FOP
Libertyville FOP	Bensenville	Gurnee
Bensenville	Deerfield	Deerfield
Bloomingtondale	Bloomingtondale	Mundelein
Mundelein	Mundelein	Vernon Hills
Vernon Hills	Vernon Hills	Westmont
Westmont	Westmont	Bloomingtondale

Therefore, in terms of the totality of the vacation benefit, at the traditional anniversary dates (see Table 27) after 1 year the Village is above the mid-range and after 5 years just below the mid-range. After 10 years of service, the Village's offer places the Village towards the bottom of the comparables (second from the bottom). After 15, 20 and 25 years of service, the Village's offer places the Village at the very bottom of the comparables. The FOP's offer, however,

places the Village more toward the mid-range, but yet, still in the bottom half of the comparables in all but the 1 year category.

But I have recognized that the FOP's offer takes effect in years other than traditional anniversary dates of 1, 5, 10, 15, 20 and 25 years. Specifically, the FOP's offer increases benefits in years 6, 14 and 21. If those years are also examined (see Tables 28 and 29), the conclusion is not changed. As shown in Table 29, the Village's offer on vacations places it second to the bottom in the 6 year category and at the bottom in the 14 and 21 year categories. The FOP's offer places the Village more toward the mid-range, but yet, still in the bottom half of the comparables for years 6, 14 and 21.

Comparability therefore favors the FOP's offer on vacations.

D. Personal Leave Days

The FOP seeks two personal leave days effective May 1, 1994. FOP Brief at 6. The Village seeks no change. Village Brief at 2.

Examination of the Village's standing on personal leave days with respect to the comparables shows the following⁴⁴:

⁴⁴ See FOP Exhs. Book 1, tab 4; Village Exhs. Binder 2, tab 9.

TABLE 30
PERSONAL LEAVE FOR COMPARABLE COMMUNITIES AND LIBERTYVILLE
(Low to high)

Municipality	Personal Leave Days Per Year
LIBERTYVILLE (Vil. offer-current)	0
Deerfield	0
Gurnee	1
LIBERTYVILLE (FOP offer)	2
Lake Zurich	2
Westmont	2
Bensenville	2 days maximum upon approval of the Chief which are deducted from accumulated sick leave.
Mundelein	3
Vernon Hills	4 days
Bloomington	4 days. Use of two or less sick leave days results in an additional personal day.

In terms of an analysis of the comparables, the Village's offer places it at the bottom of the comparables in this area. The FOP's offer places the Village in the middle of the range of comparables. A limited comparability analysis of this type on the personal leave benefit therefore favors the FOP's offer.

However, it can be said that this is a new benefit sought by the FOP. While it can be argued that personal leave days is not a "new" benefit because the officers already have vacations and holidays and therefore personal leave days are just another form of the already existing benefit of paid time off, the Village deserves the benefit of the doubt. The officers do not presently have personal leave. In that sense, and giving the Village the benefit of the doubt, the FOP has a distinct burden to justify the change it seeks for a new benefit.⁴⁵

⁴⁵ 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.").

In its Brief at 31, the Village undertakes an analysis on this issue by looking at the total number of days off (vacation, holiday and personal leave days). That type analysis is appropriate to determine the propriety of the FOP's request—paid time off should be considered as a whole irrespective of labels.

The data on total days off (vacation, holidays and personal leave days) shows the following:

TABLE 31
TOTAL VACATION, HOLIDAY AND PERSONAL DAYS
(At Years 1, 5 and 10)⁴⁶
[V - vacation
H - holidays
P - personal leave days
T - total]

Municipality	1 yr.				5 yrs.				10 yrs.			
	V	H	P	T	V	H	P	T	V	H	P	T
Bensenville	10	10	2	22	15	10	2	27	15	10	2	27
Bloomington	10	11	4	25	15	11	4	30	15	11	4	30
Deerfield ⁴⁷	10	12	0	22	10	12	0	22	15	12	0	27
Gurnee	10	10	1	21	10	10	1	21	15	10	1	26
Lake Zurich ⁴⁸	10	0	2	12	10	0	2	12	15	0	2	17
Libertyville - FOP	10	11	2	23	10	11	2	23	15	11	2	28
Libertyville - Vil.	10	11	0	21	10	11	0	21	15	11	0	26
Mundelein	10	11.5	3	24.5	15	11.5	3	29.5	20	11.5	3	34.5
Vernon Hills	10	9	4	23	15	9	4	28	20	9	4	33
Westmont	10	9	2	21	15	9	2	26	20	9	2	31

⁴⁶ See Village Exhs. Binder 2, tabs 9, 10; FOP Exhs. Book 1, tab 4.

⁴⁷ Holiday pay appears at Article 5 of the Deerfield Agreement. FOP Exhs. Book 1, tab 10.

⁴⁸ Article 8.3 of the Lake Zurich Agreement provides for no designated holidays, but officers work a 5 on/2 off, 5 on/3 off schedule. FOP Exhs. Book 1, tab 10.

TABLE 32
TOTAL VACATION, HOLIDAY AND PERSONAL LEAVE DAYS
(At Years 15, 20 and 25)

Municipality	15 yrs.				20 yrs.				25 yrs.			
	V	H	P	T	V	H	P	T	V	H	P	T
Bensenville	20	10	2	32	20	10	2	32	25	10	2	37
Bloomingtondale	20	11	4	35	25	11	4	40	30	11	4	45
Deerfield	20	12	0	32	20	12	0	32	25	12	0	37
Gurnee	20	10	1	31	25	10	1	36	25	10	1	36
Lake Zurich	20	0	2	22	20	0	2	22	20	0	2	22
Libertyville - FOP	20	11	2	33	20	11	2	33	25	11	2	38
Libertyville - Vil.	20	11	0	31	20	11	0	31	25	11	0	36
Mundelein	20	11.5	3	34.5	25	11.5	3	39.5	25	11.5	3	39.5
Vernon Hills	25	9	4	38	25	9	4	38	25	9	4	38
Westmont	20	9	2	31	25	9	2	36	25	9	2	36

The above totals translate as follows:

TABLE 33
TOTALS FOR TOTAL VACATION, HOLIDAY AND PERSONAL LEAVE DAYS AT ANNIVERSARY DATES

Municipality	1 yr.	5 yrs.	10 yrs.	15 yrs.	20 yrs.	25 yrs.
Bensenville	22	27	27	32	32	37
Bloomingtondale	25	30	30	35	40	45
Deerfield	22	22	27	32	32	37
Gurnee	21	21	26	31	36	36
Lake Zurich	12	12	17	22	22	22
Libertyville - FOP	23	23	28	33	33	38
Libertyville - Vil.	21	21	26	31	31	36
Mundelein	24.5	29.5	34.5	34.5	39.5	39.5
Vernon Hills	23	28	33	38	38	38
Westmont	21	26	31	31	36	36

In terms of rankings, the above shows the following:

TABLE 34
RANKINGS OF COMPARABLES AND LIBERTYVILLE FOR TOTAL VACATION, HOLIDAY AND
PERSONAL LEAVE DAYS AT ANNIVERSARY DATES
(Low to High)

1 yr.	5 yrs.	10 yrs.	15 yrs.	20 yrs.	25 yrs.
Lake Zurich					
Gurnee	Gurnee	Gurnee	Gurnee	Libertyville-Vil.	Libertyville-Vil.
Libertyville-Vil.	Libertyville-Vil.	Libertyville-Vil.	Libertyville-Vil.	Deerfield	Gurnee
Westmont	Deerfield	Deerfield	Westmont	Bensenville	Westmont
Bensenville	Libertyville-FOP	Bensenville	Deerfield	Libertyville-FOP	Deerfield
Deerfield	Westmont	Libertyville-FOP	Bensenville	Gurnee	Bensenville
Libertyville-FOP	Bensenville	Bloomingtondale	Libertyville-FOP	Westmont	Libertyville-FOP
Vernon Hills	Vernon Hills	Westmont	Mundelein	Vernon Hills	Vernon Hills
Mundelein	Mundelein	Vernon Hills	Bloomingtondale	Mundelein	Mundelein
Bloomingtondale	Bloomingtondale	Mundelein	Vernon Hills	Bloomingtondale	Bloomingtondale

As the Village correctly argues, personal leave days should be assessed in terms of other paid time off such as vacation and holidays, particularly in the context of the FOP's seeking a new benefit. When vacation and holidays are factored in, the Village's offer places it more towards the bottom of the comparables with respect to total paid days off at the anniversary dates. The FOP's offer with the two personal leave days is more in the mid-range. See Table 34.

But, there is another way of looking at the data. How does an officer who works over 25 years under the current conditions in each of the comparables and Libertyville do with respect to paid days off (vacation, holidays and personal leave days)? How does the Village fit with the comparables in taking the total number of days off into consideration?

The data shows the following⁴⁹:

⁴⁹ The entries for total vacation days over 25 years are taken from Table 26. Total holidays and personal days are taken from the entries on Tables 31 and 32 and multiplied by 25.

TABLE 35
TOTAL VACATION, HOLIDAY AND PERSONAL LEAVE DAYS COMPUTED OVER 25 YEARS

Municipality	Total Vacation Days	Total Holidays	Total Personal Leave Days	Total Days Off With Pay
Bensenville	415	250	50	715
Bloomingtondale	480	275	100	855
Deerfield	450	300	0	750
Gurnee	440	250	25	715
Lake Zurich	410	0	50	460
Libertyville - FOP	435	275	50	760
Libertyville - Vil.	405	275	0	680
Mundelein	465	287.50	75	827.50
Vernon Hills	450	225	100	775
Westmont	465	225	50	740

When ranked, the data shows the following:

TABLE 36
RANKINGS OF COMPARABLES AND LIBERTYVILLE FOR TOTAL VACATION, HOLIDAY AND PERSONAL LEAVE DAYS OVER 25 YEARS
 (Low to High)

Total Vacation Days	Total Holidays	Total Personal Leave Days	Total Days Off With Pay
Libertyville-Vil.	Lake Zurich	Libertyville-Vil.	Lake Zurich
Lake Zurich	Vernon Hills	Deerfield	Libertyville-Vil.
Bensenville	Westmont	Gurnee	Gurnee
Libertyville-FOP	Bensenville	Lake Zurich	Bensenville
Gurnee	Gurnee	Westmont	Westmont
Deerfield	Libertyville-Vil.	Bensenville	Deerfield
Vernon Hills	Libertyville-FOP	Libertyville-FOP	Libertyville-FOP
Mundelein	Bloomingtondale	Mundelein	Vernon Hills
Westmont	Mundelein	Vernon Hills	Mundelein
Bloomingtondale	Deerfield	Bloomingtondale	Bloomingtondale

A similar pattern emerges with respect to these totals as was evident from analysis of total paid days off benefit at the anniversary dates. With the exception of total holidays which places an officer one step above the mid-range, over the length of a 25 year period an officer in Libertyville will be consistently at or towards the bottom of the comparables with respect to total paid days off. The significant comparison is found in the last column of Table 36. Under the

Village's proposal for no change with respect to additional paid time off in the form of personal leave days, the "total of the totals" for paid days off places an officer in Libertyville second from the bottom of the comparables. The FOP's offer places the officer slightly above the mid-range.

I have now looked at personal leave days in three ways—(1) in isolation as compared to the other comparable communities (Table 30); (2) in terms of total paid time off for vacations, holidays and personal leave days at major anniversary dates (Tables 31-34); and (3) the total paid time off over the term of a 25 year period (Tables 35-36) which also factors in the FOP's offer for increased vacation benefits. The only conclusion that can be drawn from these methods of analysis is that with respect to paid time off, the officers in Libertyville do not fare well as compared to officers in the comparable communities. Based on the above, and further giving the Village the benefit of the doubt that this is a new benefit sought by the FOP which therefore places an increased burden on the FOP, the evidences supports the FOP's assertion that comparability favors the FOP's proposal on personal leave days.

E. Holiday Pay

Holiday pay is governed by Article 10.2 of the Agreement.

ARTICLE X **HOLIDAYS**

Section 10.1. Holidays. The following holidays are observed under this Agreement

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

The Day after Thanksgiving
Christmas Day
Employee's Birthday
Employee's Service Anniversary Date
One Floating Holiday

Section 10.2. Holiday Pay. Employees shall work all holidays which fall within the regular schedule, unless the employee has been granted approved time off. An employee shall receive eight (8) hours time off for each observed holiday, at a time requested by the employee and approved by the Police Department, except that subject to Department approval the employee may request eight (8) hours straight-time pay in lieu of time off.

The FOP (FOP Brief at 5) seeks time and one half pay for officers who work on Thanksgiving, Christmas and New Years. The Village (Village Brief at 2-3) seeks no change.

The FOP's proposal is an effort to obtain double time and one-half for the holidays of Thanksgiving, Christmas and New Years (Tr. 54):

MR. SONNEBORN: ... Right now in the Village of Libertyville there is 11 holidays. An employee works on the holiday he gets eight hours off or eight hours pay in addition to his regular pay. So at the moment, the employee is receiving doubletime for working a holiday. If they don't work on a holiday, they get straight time. What we are asking for is for the employee to receive double-time-and-a-half for working on any one of three, what we have called in negotiations, priority holidays; being Thanksgiving, Christmas and New Year's.

...

The comparables show the following⁵⁰:

⁵⁰ See FOP Exhs. Book 1, tab 7. Village Exhs. Binder 2, tab 10.

TABLE 37
HOLIDAY PAY FOR COMPARABLES AND LIBERTYVILLE

Municipality	Holiday Pay
Bensenville	No extra pay.
Bloomingtondale	Eight hours pay at straight time plus time and one-half if an officer works on a holiday up to 8-1/4 hours and double time for all hours worked after 8-1/4 hours.
Deerfield	Not available.
Gurnee	Another day off in the future or may receive 8 hours pay.
Lake Zurich	None due to 5 on/2 off, 5 on/3 off schedule.
Libertyville - FOP	Double time and one-half for working Thanksgiving, Christmas and New Year's
Libertyville - Vil.	8 hours off or 8 hours pay in lieu of time off.
Mundelein	No extra pay but employee is given 8 hours off.
Vernon Hills	8 hours pay at straight time plus time and one-half for hours worked
Westmont	No extra pay.

Based upon the information provided, a cursory examination of the above shows that the FOP has not justified its request for additional holiday pay for Thanksgiving, Christmas and New Year's. Putting aside Deerfield for which no information has been provided, Bensenville, Gurnee, Lake Zurich, Mundelein and Westmont do not receive the type of benefit sought by the FOP.

Comparability therefore favors the Village's offer.

F. Conclusion On The External Comparability Analysis

In sum then, based upon an analysis of how the officers in Libertyville stand with respect to officers in comparable communities, the comparability analysis favors the FOP's offers with respect to wages, vacations and personal leave days and favors the Village's offers with respect to sick leave accumulation and holiday pay.

VI. APPLICATION OF THE OTHER CRITERIA ARGUED BY THE PARTIES WITH RESPECT TO WAGES, SICK LEAVE ACCUMULATION, VACATIONS, PERSONAL LEAVE DAYS AND HOLIDAY PAY

Thus far, the analysis shows that external comparability favors the FOP's offers with respect to wages, vacations and personal leave days and favors the Village's offers with respect to sick leave accumulation and holiday pay. The parties have addressed other factors as having an impact on the ultimate decision of which offers to select.

A. Cost Of Living

The FOP argues (FOP Brief at 36-37) that increases in inflation have cut into the officers' purchasing power. The Village argues (Village Brief at 25) "[b]ecause of the very low consumer price index increases in the last several years, the CPI is virtually not a factor in this case."

I find that the Village is correct. The period covered by this dispute has not been one of high inflation.

But the parties' arguments show how this statutory factor is being used. The FOP uses the cost of living factor as supportive of its position that the sought after increases are warranted. To that extent, with respect to wages, vacation and personal leave days, because of the external comparability analysis the FOP's argument on cost of living as supporting its positions on those offers is moot. With respect to sick leave accumulation and holiday pay, the FOP has not shown how times which the Village correctly characterizes as non-inflationary, can somehow change the strong showing of external comparability which favors the Village's position on those issues.

In sum, I find the Village's position on this factor to be well-taken—"the CPI is virtually not a factor in this case". Village Brief at 25. The cost of living arguments do not change the results of the external comparability analysis on the issues of wages, vacations, personal leave days, sick leave accumulation and holiday pay.

B. Internal Comparability

At the hearing, the Village offered evidence of internal comparables—how other employees in the Village were paid. See Village Exhs. Binder 2, tab 6. According to the Village (Tr. 84), other employees in the Village received a 3% increase for 1993 and 1994. With respect to other employees in the Police Department, the evidence shows that the 3% increase was not always followed. Village Exhs. Binder 2, tab 6 at 10:

**TABLE 38
POLICE DEPARTMENT NON-COVERED BASE SALARIES
FY 1992-1993 THROUGH 1994-1995**

Name	1993-1994 Percentage Change	1994-1995 Percentage Change
Cmdr. Sayers	3.52	3.00
Lt. Schriber	3.52	3.00
Lt. Fry	3.52	3.00
Lt. Bouland	3.10	3.00
Lt. Budy	8.13	5.41
Sgt. Johnson	3.52	3.00
Sgt. Schamal	3.52	3.00
Sgt. Lord	3.52	3.00
Sgt. Petrusky	3.82	3.00
Sgt. Gallina	7.94	8.03

The Village argues (Village Brief at 24) that "[t]he evidence concerning the wages of other Village employees, or internal comparability, is of no help to the Union." That may be with respect to the issues on which external comparabil-

ity did not favor the Union's offers (sick leave accumulation and holiday pay). But the question here is also whether internal comparability requires a different result with respect to wages, vacations and personal leave days for which external comparability *did* favor the FOP's positions. I find that the evidence on internal comparability does not change the result of the external comparability analysis with respect to wages, vacations and personal leave days.

With respect to wages, there is no evidence sufficiently demonstrating that an internal parity is required due to custom or practice. Nor is there anything to demonstrate that if such a custom or practice existed that it is sufficient in this case to override the results of the external comparability analysis which so significantly favored the FOP's offers. Moreover, the evidence does not establish that the Village strictly adhered to the 3% internal wage increases as far as the Police Department is concerned. Examination of Table 38 shows that non-bargaining unit Police Department personnel did not always get a 3% increase. Even putting aside the effect that promotions might have for one year (Lieutenant Budy and Sergeant Gallina were promoted in 1992—see Village Exhs. Binder 2, tab 6 at 10), those individuals received in excess of 3% in years other than the one following their promotions and, in addition, as shown by Table 38, other non-bargaining unit officers routinely received increases in excess of 3%.

With respect to paid time off (vacations and personal leave days), I shall assume that those benefits favored by the external comparability analysis are different from the benefits received by other Village employees. But, given the results of the external comparability analysis which so significantly favored the

FOP's offers, the fact that other Village employees might not receive those benefits does not, in this case, carry sufficient weight to defeat the results of the external comparability analysis.

In sum then, examination of the internal comparables does not change the result of the external comparability analysis on the parties' respective offers on the issues of wages, vacations, personal leave days, sick leave accumulation and holiday pay.

C. Ability To Pay And Interests And Welfare Of The Public

The FOP asserts (FOP Brief at 34) that "[t]he Village introduced no evidence regarding the interests and welfare of the public and the ability to pay." To that extent, at the hearing the Village stated (Tr. 68-69):

MR. MACKEY: ... I think it's clear under the statutory criteria and under many cases interpreting those criteria that the issue of economics is more properly a defense, that an employer raises financial ability to pay as a defense. We are not raising such an issue.

In its Brief at 24, the Village reiterates that position:

Although the Union labored long and hard during the hearing to establish the wealth of the Village of Libertyville, the issue of ability to pay was not raised by the Village and is not an issue in this case.

Thus, ability to pay is *not* an issue in this case. The Village correctly argues, however (*id.*) that merely because a municipality can afford to pay for an offer made by a labor organization, that ability cannot justify the selection of a union's offer. Therefore, ability to pay is not an issue and the Village's ability to pay for the FOP's offers does not justify selection of any of those offers. In short, this factor adds nothing to the case.

With respect to interests and welfare of the public, that factor was not really argued. I find that factor also does not change the result.

D. Conclusion On The Other Factors Argued By The Parties

In sum then, I find that the other factors argued by the parties do not change the results of the external comparability analysis applied to the issues of wages, vacations, personal leave days, sick leave accumulation and holiday pay.

VII. CONCLUSION

Based on all of the above, the following offers are adopted:

Issue	FOP Offer	Village Offer	Final Offer Adopted
Wages	Year 1: 4.5% retroactive to 5/1/93. Year 2: 4.5% retroactive to 5/1/94.	<u>1993-94</u> : 3% <u>1994-95</u> : 3%	FOP Offer
Insurance	Effective May 1, 1994, restore health insurance program and benefits which had been in effect as of May, 1993.	No change.	Village Offer
Sick Leave Accumulation	Increase maximum sick leave accrual from 120 to 140 days.	No change.	Village Offer
Sick Leave Verification	Village to pay for medical verification of sick leave absence of less than three days.	No change.	Village Offer
Personal Leave Days	Two personal leave days effective May 1, 1994	No change.	FOP Offer ⁵¹
Vacations	<u>Less than 1 yr.</u> : prorated 9 days <u>1-5 yrs.</u> : 10 days <u>6-13 yrs.</u> : 15 days <u>14-20 yrs.</u> : 20 days <u>21 yrs. and over</u> : 25 days	No change.	FOP Offer
Holiday Pay	Time and one-half for working on Thanksgiving, Christmas and New Year's.	No change.	Village Offer

⁵¹ The parties did not present contract language with respect to the operation of personal leave days. There may be questions concerning notice to the Village of an officer's desire to take such a day; ability of the officer to take such a day based upon the needs of the Department; ability of an officer to carry over unused days from one year to the next (similar to the sick leave cap), etc. which have not been addressed before me. This issue is therefore remanded to the parties for the negotiation of appropriate language concerning personal leave days. With the consent of the parties, I shall retain jurisdiction on this issue to resolve any disputes which may arise concerning the appropriate language for the implementation of this benefit.

0 1 1 0

Retroactive payments required by this award shall be made by the Village within a reasonable time from the date of this award.


Edwin H. Benn
Arbitrator

Dated: January 18, 1995