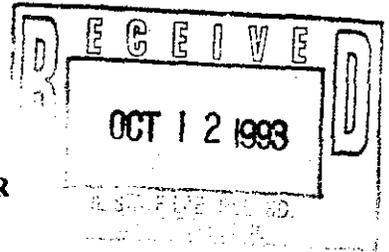


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BEFORE
EDWIN H. BENN, NEUTRAL ARBITRATOR
KURT BRESSNER, VILLAGE APPOINTED ARBITRATOR
DAN PICHA, UNION APPOINTED ARBITRATOR



In the Matter of the Arbitration

between

THE VILLAGE OF DOWNERS GROVE

and

**DOWNERS GROVE FIRE FIGHTERS
ASSOCIATION, LOCAL 3234**

Case No.
Arb. Ref.

S-MA-93-92
92.262
(Interest Arbitration)

OPINION AND AWARD ON ARBITRABILITY
OF 1993-94 CAPTAINS' PAY ISSUE

APPEARANCES:

For the Village:

James P. Bartley, Esq.
Bruce C. Mackey, Esq.
Terrence T. Creamer, Esq.

For the Union:

Lisa B. Moss, Esq.

Place of Hearing:

Downers Grove, Illinois

Date of Hearing:

May 13, 1993

Dates Briefs Received:

May 29, 1993 (Union); June 2, 1993 (Village)

Date of Award:

June 4, 1993

I. ISSUE

Can the Arbitration Panel hear the issue of Captains' pay for 1993-94 in this interest arbitration?

II. FACTS

This award issues as a result of the parties' failure to agree upon the question of whether the issue of Captains' pay for 1993-94 can be heard as part of the present interest arbitration. This arbitrability question has been bifurcated from the remainder of the proceedings.¹

The Village takes the position that the dispute concerning Captains' pay is not properly before this Panel because of a grievance resolution of May 5, 1993 which the Village believes resolved the Captains' pay question. The Union argues that Captains' pay is properly before this Panel and the grievance disposition did not cover the question it seeks to submit to interest arbitration.

The parties have engaged in extensive negotiations since the Union's certification resulting in agreement on many items and sign off of contract provisions.² The parties' efforts, however,

¹ Aside from this arbitrability dispute and the agreed-upon issues for the interest arbitration of whether the Agreement should contain a fair share provision and whether Firefighter Vandevoorde should be included on the sick leave buy back letter attached to the Agreement, the parties have otherwise agreed to and have implemented the remaining terms of their contract.

² The Union initially filed a representation pe-

did not resolve all issues. On March 10, 1993, counsel for the Village wrote to counsel for the Union confirming the areas that remained in dispute (U. Exh. 4(c)):

* * *

... We agree, however, that the issues of fair share and the captains' salaries will be for the 1993 fiscal year and whether Mr. Vandervoorde's name shall be included on the sick leave buy back letter will be the subject of the impasse arbitration.

* * *

On March 19, 1993, the parties signed off on a document setting forth the wages for 1989-90; 1991-92 retro, 1992-93 retro and 1993-94 for bargaining unit employees. See U. Exh. 2. However, because the parties had not agreed upon the 1993-94 pay for Captains, the corresponding wages for the Captains were left blank in that document. *Id.*

Notwithstanding the parties agreement for years prior to 1993-94 for Captains' pay, at a Labor-Management meeting on March 30, 1993, the Village took the position that because the Captains' pay question for 1993-94 was

tion with the Illinois State Labor Relations Board on June 26, 1989. Unit questions arose resulting in extensive litigation before the ISLRB with Court appeals culminating in a February 5, 1992 order of the Supreme Court denying the Village's leave to appeal the decision of the Second District which affirmed the ISLRB's actions See U. Exh. 1.

proceeding to interest arbitration, the Village would not pay the Captains retro pay until the interest arbitration was resolved. Further, the Village took the position that the Captains would continue to receive their 1989-90 pay rate without further adjustment.

Local Union President Joe Difatta testified about the March 30, 1993 Labor-Management meeting (Tr. 55-56):

Q. To the best of your recollection, can you tell us what was said by the village and by whom with respect to the village's position with respect to captain's salaries and their retroactive pay?

A. The question originated from us asking when the retro pays were going to be distributed, what date. There was two dates given and we were trying to confirm what date. Assistant Chief Frank Tuggle had mentioned that the captains would not receive their retro pays with the other members of the union at that time in the labor management meeting.

Q. And did he state why they would not?

A. Wait for the pendency of arbitration.

Q. Did he indicate at all at that time, did he or anybody else from the village indicate at that time what salaries the captains would be receiving during the arbitration?

A. Later in the discussion on why they wouldn't be getting retro pay, we had asked for salary they would be making, and he did say '89/'90 wage throughout the process.

That position was also reflected in

the Village's minutes of the March 30, 1993 meeting. See U. Exh. 3:

* * *

The discussion then moved to the questions of the clarification of retro pay; specifically, the retro pay of the four captains. Assistant Chief Frank Tuggle reported that the retro pay for the four Captains remains frozen until arbitration issues are determined

As reflected in a letter dated March 31, 1993 from Village Director, Employee Relations Gregory Zimmerman, (Vil. Exh. 11 at 2), the Village modified its position on retro pay and agreed to pay the Captain's that pay in accord with the terms of the wage agreements:

Re: Retro pay for Captains

Dear Joe,

Following our Labor-Management conference on 3-30-93 and further management discussion regarding the issue of retro pay for the Captains, it has been agreed to pay the retro pay according to Exhibit E of the contract.

Our decision is based on the belief that the 93/94 salary issue and retro pay are distinct, i.e. the retro pay does not constitute a new base salary for the Captains. Since the salaries were agreed to at the bargaining table, we believe that the retro payments established lump sum payments to reach a settlement, and not to establish new base pay.

You may communicate this to the Captains that their retro pay will be forthcoming with the other-union members.

While the retro pay issue was resolved at that point, according to the

Union, the decision to compensate the Captains at the 1989-90 rate pending the outcome of the interest arbitration remained unchanged. Difatta testified (Tr. 57):

A. They [the Village] were ... sticking with the '89/'90 salary statement.

On April 9, 1993, the Union filed a grievance (Vil. Exh. 11 at 1) stating:

This letter constitutes a step 1 grievance under Article IX, ...

The Union hereby grieves the letter received from Village Director of Employee Relations, Mr. Greg Zimmerman, of March 31, 1993 ... This letter confirms the Village's intent not to increase the four (4) Captain's salaries effective April 25, 1993.

This constitutes a violation of Article XXIX, entitled Wages. This is also contrary to what was agreed upon at the bargaining table between the parties.

The Union requests that this grievance be made whole and corrected. The Union requests that the four (4) captain's be paid the salaries listed below, effective April 25, 1993:

Charles Staffeldt	\$46,052.00
George Harte	\$46,886.00
Paul Wander	\$42,958.00
John Wimmer	\$42,036.00

Difatta explained the nature of the grievance as relating solely to the issue of Captain's pay pending arbitration (Tr. 59-60):

Q. ... [W]hat was it that you were grieving when you completed that grievance form?

A. What the pay would be for the captains during arbitration.

Q. And it was you understanding, if I -- it was your understanding when you filed the grievance that absent the grievance the pay would be the '89/'90 salary the captains were then receiving, correct?

A. That's why we filed Step 1.

The narrow focus of the grievance from the Union's perspective was again testified to by Difatta (Tr. 60, 65, 79):

Q. At any time during that meeting [of April 14, 1993] did you tell Chief Tuggle that the intent of the grievance was to resolve the total issue in arbitration of captain's salaries?

A. I don't believe so.

* * *

Q. When you filed the grievance and when the grievance was resolved, Joe, from the union's standpoint, what was the sole issue that the grievance resolved?

A. What they get for '92/'93 or pensionable income during this process.

Q. And "during this process" you're referring to this proceeding?

A. The arbitration, yes.

* * *

The grievance was to get them a '92/'93 wage.

In the Union's Step 2 appeal of April 30, 1993, the Union's perception of the focus of the grievance as relating only to what Captain's would be paid pending outcome of the interest arbitration on the 1993-94 pay question was set forth (Vil.

Exh. 11 at 5-6 [emphasis in original]:

* * *

... [D]ue to the lack of a resolve on a 1993-1994 Captain's wage, a 1993-94 salary can not be listed on Appendix E. The arbitration decision will be the listed 1993-1994 Captain's wage. This grievance is for the salaries as of ratification as intended by the parties. The arbitrator will decide the 1993-1994 wage issue.

* * *

At a meeting was held on May 5, 1993 between Assistant Village Manager Jerry Sprecher and Local Union President Difatta. On that date, Sprecher gave Difatta a memo (Vil. Exh. 11 at 9) stating:

Your grievance pertaining to Captains' salaries, initiated April 9, 1993 and heard by Assistant Chief Tuggle on April 14, 1993 as Step 1 in the grievance process, has now been requested by you for a Step 2 hearing.

Pursuant to your request, I am granting your appeal and confirm that 1993/94 Captains' salaries will be paid as follows:

Charles Staffeldt	\$46,052
George Harte	\$46,886
Paul Wander	\$42,958
John Wimmer	\$42,036

I do not agree that the contract was violated; however, I do believe that settling this grievance is in the best interest of the Union and the Village.

Difatta testified that the subject of the dispute concerning Captains' pay potentially at issue in this arbitration came up in his discussion with Sprecher on May 5, 1993 and there was no agree-

ment by the Union to resolve that overall dispute as a part of the grievance resolution (Tr. 63-64):

Q. What, if anything, did he say to you at that time about the grievance resolving the captain's salaries for 1993/'94?

A. He had mentioned that he had hoped that this would resolve the issue for an arbitration issue.

Q. And what was your response at that time?

A. That did I have to make that position there, you know, are we dropping it or not. He had said no, and I said that I would go to the Board, the attorney and the four captains and discuss it and get back to him in writing with our position, which position we would take.

Q. Did you agree at all at your meeting on May 5th that by accepting the memorandum of May 5th that the issue of the captain's salary was no longer an issue for arbitration?

A. No.

Assistant Village Manager Sprecher's recollection of the May 5, 1993 meeting is factually similar to Difatta's recollection. Sprecher testified (Tr. 46-47):

Q. And with respect to that memo, when you presented him the memo, you stated to him that you assumed then that the issue of the captain's salary for '93/'94 was no longer an issue for arbitration, correct?

A. I told him that it was our position that it was no longer a case for arbitration, correct.

Q. And Mr. Difatta told you at that

time that he would have to further discuss the matter with the union and counsel, that he was not committing to that, correct?

A. That is correct.

Q. So at the end of the May 5th meeting when each party signed off on the memoranda, there was no commitment by the union that they would not continue to arbitrate the salary to become effective for the captains for '93/'94, correct?

A. There was an informal acknowledgment that perhaps it did, but there was not a commitment, correct.

Q. Mr. Difatta gave you no definite commitment and said he would have to further discuss it, correct?

A. Correct.

Q. And notwithstanding that position from Mr. Difatta, the Village granted the grievance?

A. That is correct.

III. DISCUSSION

A. Was The 1993-94 Captains' Pay Issue Resolved?

By claiming that the parties have resolved the 1993-94 Captains' pay question, the burden is on the Village to show that there was "meeting of the minds" to that effect. *See Gill Studios, Inc.*, 52 LA 506, 510 (Madden, 1969):

... [T]here must be clearly established the specific nature of the agreement that was reached, and the presence of mutual acceptance of the terms of that agreement. It is not enough to show that one side believed an agreement had been reached, for mutual acceptance means that it must be proven by supporting evidence that the other side knew it was

entering into the same agreement. Furthermore, the burden of proof rests with the party claiming the existence of the agreement.

See also, Ajayem Lumber Midwest, 88 LA 472, 473 (Shanker, 1987):

Even if I were wrong in my decision that the parol evidence rule excludes the evidence presented by the Union to justify its position, the Union still would lose this case. This is because the Union at the hearing simply presented evidence of its own understanding of what they thought they had negotiated with respect to stop payment bonuses. None of the Union's evidence indicated that this understanding was communicated to management during the negotiations; or, if it was, that management had agreed to it.

We find that the Village's burden has not been carried.

First, close examination of the terms of what was resolved by the Village's granting of the grievance on May 5, 1993 does not disclose that the parties were also agreeing to resolve the 1993-94 Captains' pay question. The evidence sufficiently establishes that after their negotiations yielded numerous agreements, the parties nevertheless agreed to disagree on what pay Captains would receive for 1993-94. *See Village counsel's letter of March 10, 1993 (U. Exh. 4(c))* ("We agree ... that the issues of ... captains' salaries will be for the 1993 fiscal year ... will be the subject of impasse arbitration."). The Village then initially took the position that because of the pending interest arbitration on the Captains' pay for 1993-94, although

wage agreements were reached for Captains for 1989-90, 1991-92 retro and 1992-93 retro, the Captains would not receive the agreed-upon retro pay and further, the Captains' pay would be frozen at the 1989-90 rate pending outcome of the interest arbitration. That position was modified when on March 31, 1993, the Village agreed to pay the Captains the previously agreed-upon retro pay. However, the Village continued to take the position that the Captains' pay would remain at the 1989-90 level pending the outcome of the interest arbitration on the 1993-94 pay issue. That position prompted the filing of the grievance by the Union. What was ultimately resolved on May 5, 1993 was not the overall 1993-94 pay issue, but what the Captains would receive *pending the outcome* of the interest arbitration. Again, that position and the narrow focus of the Union's grievance was explicitly set forth in the Union's April 30, 1993 Step 2 appeal (Vil. Exh. 11 at 5-6 [emphasis in original and added]):

... [D]ue to the lack of a resolve on a 1993-1994 Captain's wage, a 1993-94 salary can not be listed on Appendix E. The arbitration decision will be the listed 1993-1994 Captain's wage. *This grievance is for the salaries as of ratification as intended by the parties. The arbitrator will decide the 1993-1994 wage issue.*

Therefore, it cannot be said that on May 5, 1993 when the Village agreed to

the payments requested by the Union in the grievance, the parties had a "meeting of the minds" on what the 1993-94 Captains' pay would be. The evidence only suggests that the Village agreed to resolve what the Captains would be paid pending outcome of the interest arbitration—something that the Union contended was previously agreed to. That was the narrow focus of the grievance and the narrow resolution reached.

Second, it is clear from the testimony of Assistant Village Manager Sprecher and Local Union President Difatta that when the Village granted the grievance on May 5, 1993, Difatta and Sprecher addressed the question of how the granting of the grievance affected the overall Captain's pay question for the upcoming interest arbitration. Both testified that Difatta stated to the effect that he was not committing the Union to the position that the granting of the grievance resolved the 1993-94 Captain's pay question scheduled for interest arbitration. Difatta clearly left that meeting informing Sprecher that he was going to have to consult with the Union and its counsel to determine where the Union would be on total resolution of the question. Notwithstanding that statement, Sprecher, on behalf of the Village, continued with the position of granting the grievance. It is inconsistent

with an agreement to resolve an issue for one party to effectively state "I'm not sure this resolves the question, I'll have to check with my constituents and my lawyer." Given that equivocation by Difatta, the evidence again strongly suggests that no meeting of the minds occurred on the overall 1993-94 pay question.

Again, "... the burden of proof rests with the party claiming the existence of the agreement". *Gill Studios, Inc., supra*, 52 LA at 510. Given that focus of the grievance was on what the Captains would be paid pending outcome of the interest arbitration on the 1993-94 Captains' pay question; the fact that the Village was clearly apprised of that narrow focus as set forth in the Step 2 appeal; and the agreement in the testimony of Assistant Village Manager Sprecher and Local Union President Difatta that when the Village granted the grievance on May 5, 1993 the Union specifically stated that it was not certain that the 1993-94 Captains' pay question had been resolved, this Panel cannot find that the Village has carried its burden of demonstrating that a meeting of the minds occurred on a resolution of the overall 1993-94 Captains' pay question. We therefore find that the Captain's pay issue for 1993-94 is therefore properly before this Panel.

B. The Village's Arguments

The Village's arguments do not change the result.

First, the Village focuses upon the terms of a tentative agreement reached between the parties on April 23, 1992 (Vil. Exh. 9). *See* Vil. Brief at 5. The evidence accurately reflects that on April 23, 1992, the parties did reach a tentative agreement covering Captains' pay for 1993-94. Specifically, the parties agreed upon a wage scale for all covered employees for 1992-93 and further agreed (Vil. Exh. 9):

4. In fiscal year 1993-94, the salary range for lieutenant/captain will be adjusted by \$1,000.

* * *

8. Captains ... would be given one \$1,000 stipend added to their base pay at the beginning of the fiscal year 1992-93.

But, the record also shows that at least that portion of the April 23, 1992 tentative agreement concerning Captains' pay for 1993-94 fell apart. According to Difatta, when it came to the point of memorializing the specifics of the wage agreements into a written contract, the parties became at odds concerning the precise numbers for the Captains for 1993-94. Difatta testified (Tr. 73):

- Q. So, in fact, then, didn't this wage TA provide the same wage for lieu-

tenants and captains for the year
'93/'94?

A. That's not the way it panned out
with the agreement.

* * *

Q. That's what you agreed to?

A. That's not what panned out.

Specifically, drafts of the proposed
agreement were presented to the Union
and a disagreement on the Captain's pay
for 1993-94 arose. According to Difatta
(Tr. 76-78):

Q. ... [P]revious to your signature of
this, what amounted to be
Appendix E, I think, to the agree-
ment, did the village deliver a draft
agreement of what it felt was the
collective bargaining agreement
and the settlement to the union for
signature with a different appendix
attached to it?

A. There were multiples.

Q. And did the first one that the vil-
lage delivered back in January or so
have the captain's salaries stated
within it, have the captain's salaries
listed?

A. I believe that it listed '92/'93 and
then the '93/'94's were different.

Q. So it had the captain's salaries
stated in it, and it was at that point,
was it not, that the union objected
to the inclusion of captain's
salaries, in the contract?

A. Because the figures were wrong.

* * *

Q. In other words, you wouldn't sign
the draft with the captain's salaries
stated in it, you believed that they
were wrong?

A. And we were in disagreement on
what they were to get paid.

* * *

THE ARBITRATOR: ... [W]hat I'm
hearing now is that although at one
point the union may have felt that
the captain's salary was resolved,
apparently it was not. The numbers
did not break out according to what
you thought was the agreement; is
that correct?

THE WITNESS: That's correct.

The fact of that disagreement and
break down of the April 23, 1992 tenta-
tive agreement insofar as the 1993-94
Captains' pay question was concerned
was acknowledged by the Village.
Counsel for the Village recognized that
break down in his March 10, 1993 letter
(U. Exh. 4(c)) when he agreed on behalf
of the Village that "captains salaries ...
for the 1993 fiscal year ... will be the
subject of the impasse arbitration."
More significantly, however, after the
April 23, 1992 tentative agreement was
reached supposedly resolving the 1993-
94 Captains' pay question, the parties ef-
fectively agreed in writing that the April
1992 tentative agreement broke down on
that specific issue. On March 19,
1993—11 months *after* the April 1992
tentative agreement—the parties agreed
to what became the wage schedule of the
Agreement (U. Exh. 2). That document
contains blank spaces for Captains' pay
for 1993-94.

Thus, given Difatta's testimony that the April 1992 tentative agreement broke down on Captains' pay for 1993-94; the Village's subsequent March 10, 1993 acknowledgment that this issue would proceed to interest arbitration; and the March 19, 1993 wage agreement with blank spaces for the Captains' 1993-94 pay, it is fair to conclude, consistent with Difatta's testimony, that whatever was agreed to for Captains' pay for 1993-94 in April 1992 fell apart. The Village therefore cannot rely upon the terms of a tentative agreement that it subsequently acknowledged fell apart.³

Second, notwithstanding the fact that the evidence shows that the April 1992 tentative agreement fell apart with respect to 1993-94 Captains' pay, the Village argues (Vil. Brief at 8) that when the May 5, 1993 grievance resolution took effect "[h]aving accepted the stipend for 1992-93, the Association has affirmed the T.A. and it must be bound by the 1993-94 captain's salary that is set forth in the T.A." The Village sees this action as the Union having "elected its remedy and incorporated the April 23, 1992, tentative agreement into the new collective bargaining agreement." Vil. Brief at 5.

³ The reasons the April 1992 tentative agreement fell apart are not material. Neither party is faulted for that fact. But the fact remains—the April 1992 tentative agreement fell apart.

But the April 1992 tentative agreement fell apart—a fact recognized by the Village when it acknowledged that one of the issues in the interest arbitration would be the 1993-94 Captain's pay question and when it signed off on U. Exh. 2 which left blank the wages for the Captains for 1993-94. Coupled with that acknowledged break down and with the clear import of the grievance which only sought to compensate the Captains during the interest arbitration proceedings and finally the testimony of Assistant Village Manager Sprecher that the Union had not clearly agreed to resolve the pending Captains' pay question on May 5, 1993 when the Village granted the grievance, the Village's burden to demonstrate a "meeting of the minds" that the May 5, 1993 resolution covered the 1993-94 Captains' pay question still has not been met.

Third, the Village argues that the May 5, 1993 memo from Sprecher to Difatta amounted to "an offer to the captains' representative that the grievance would be settled with the captains' 1993-94 salaries to be as requested in the grievance." Vil. Brief at 11. When the Captains accepted the pay granted to them by the May 5, 1993 memo, the "Village's offer was accepted" *Id.*

That argument is also not persuasive. Again, given the context in which the

grievance was processed, the grievance did not seek to resolve the overall 1993-94 Captains' pay question and the Village was well aware of that fact. See again, the April 30, 1993 Step 2 appeal from the Union (Vil. Exh. 11 at 5-6 ("This grievance is for the salaries as of ratification as intended by the parties. The arbitrator will decide the 1993-1994 wage issue.")). Moreover, as discussed above, the conversation between Sprecher and Difatta on May 5, 1993 made it clear that the 1993-94 pay question had not been resolved by the granting of the grievance. Finally, nothing in the memo can be fairly interpreted to demonstrate that the parties were *mutually* contemplating resolution of the overall 1993-94 Captains' pay question. Indeed, the memo states that "[p]ursuant to your request, I am granting your appeal." The Union's "request" as set forth in the Step 2 appeal was only "for the salaries as of ratification as intended by the parties" with the caveat that "[t]he arbitrator will decide the 1993-1994 wage issue." The Union was clearly not agreeing to resolve the overall 1993-94 Captains' pay question by accepting the unilateral granting of the grievance. The actions of the Captains in accepting the pay does not change that result.

Thus, accepting the Village's analysis that "[i]t suffices that the conduct of

the contracting parties indicates an agreement to the terms of the alleged contract" (Vil. Brief at 9, quoting *Steinberg v. Chicago Medical School*, 69 Ill.2d 320 (1977)), the parties' mutual acknowledgment that the 1993-94 Captains' pay question was going to interest arbitration and the limitations that were placed upon the scope of the grievance as not resolving that overall question, "the conduct of the contracting parties indicates" the opposite of what the Village argues—*i.e.*, that the parties did not mutually intend that resolution of the grievance answered the overall question of Captains' pay for 1993-94.

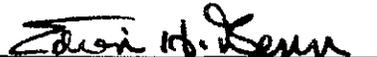
IV. CONCLUSION

Our decision is a narrow one. All we find is that the evidence does not show that the parties had a "meeting of the minds" to resolve the 1993-94 Captains' pay question through the May 5, 1993 grievance disposition. We merely find that this Panel can hear the merits of the issue in the interest arbitration. We express no opinion on the ultimate merits of either party's position on what that rate of pay should be. Similarly, we express no opinion on the merits of the grievance and the May 5, 1993 resolution as to whether the Village was contractually obligated to pay the rate it consented to pay through that resolution. Nor do we express an opinion on the

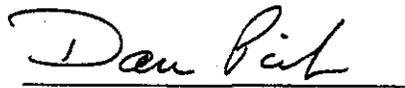
merits of any alleged unfair labor practice. That issue is beyond our jurisdictional authority. Our very narrow function at this point is to determine whether the parties were on the same wavelength that the May 5, 1993 grievance resolution further resolved the overall 1993-94 Captains' pay question. The above discussion shows that they were not.

V. AWARD

The Captain's pay issue for 1993-94 is properly before this Panel and will be heard on the merits.


Edwin H. Benn
Neutral Arbitrator

Kurt Bressner
Village Appointed Arbitrator


Dan Picha
Union Appointed Arbitrator

Dated: June 4, 1993

In the Matter of the Arbitration
between

THE VILLAGE OF DOWNERS GROVE

Case No.
Arb. Ref.

S-MA-93-92
92.262

and

DOWNERS GROVE FIRE FIGHTERS
ASSOCIATION. LOCAL 3234 IAFF

**DISSENT TO OPINION AND AWARD ON ARBITRABILITY
OF 1993-94 CAPTAINS' PAY ISSUE**

by Kurt Bressner
Village Appointed Arbitrator

The undersigned respectfully disagrees with the majority of the panel concerning the arbitrability of the 1993-94 Captains' pay issue. The basis for the dissent is that the step 1 grievance filed by the Union on April 9, 1993 substantially reflected the salaries agreed to by the Village and the Union in a tentative agreement dated April 23, 1992. I believe the step 1 grievance filed by the Union intended the salaries listed in the grievance to be the 1993-94 salaries for the Captains. In the third paragraph of the April 9, 1993 grievance, the Union states:

"This constitutes a violation of Article XXIX entitled Wages. This is also contrary to what was agreed upon at the bargaining table between the parties."
(Vil. Exh. 11 at 1)

I believe the union was relying on what they thought was settled at the bargaining table in 1992 for the salaries of the Captains in 1993-94.

The Village responded to the grievance in two ways. First, it agreed to grant retro-active pay to the captains. Second, the Village granted the request of the Union in its final response to the Union dated May 5, 1993 in a memorandum from Assistant Village Manager Jerry Sprecher to Union Local President Difatta. (Vil. Exh. 11 at 9) This response affirmed what the union had requested in their step 1 grievance.

For this reason I believe the issue has been successfully settled between the parties using the established grievance process as contained in Article IX of the Labor Contract between the Village and Local 3234 for the period from May 1, 1991 through April 30, 1995.



Kurt Bressner
Village Appointed Arbitrator

Dated: June 9, 1993

