

ARBITRATION AWARD

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* STATE BAR OF SPRINGFIELD, ILL. * * * * *

In The Matter of *
Arbitration Between *

Tazewell/Pekin Consolidated *
Communication Center *

and *
* * * * *

IL. FOP Labor Council *

* * * * *

S-MA-94-218

ARBITRATION PANEL:

Chairman - DUANE L. TRAYNOR
510 E. Monroe, 3rd Floor
Springfield, IL 62701

Center's Member - RON MARSHALL
County Board Member
1823 School Street
Washington, IL 65171

Labor Council Member - JERRY LIEB
974 Clock Tower Drive
Springfield, IL 62704

APPEARANCES

FOR THE CENTER - PATRICK A. MURPHY
Attorney
Miller, Hall & Triggs
1125 First National Bank Bldg.
Peoria, IL 61602-1161

FOR THE LABOR COUNCIL - THOMAS F. SONNEBORN
Legal Director
IL FOP Labor Council
974 Clock Tower Drive
Springfield, IL 62704

TIME AND PLACE OF HEARING - February 23, 1995
Council Chambers
City of Pekin
Pekin, Illinois

FACTS

The Tazewell/Pekin Consolidated Communications Center is an Illinois Not-For-Profit organization organized for the purpose of supplying, under contract with the County of Tazewell, City of Pekin and surrounding communities, equipment and personnel to operate an emergency police and fire dispatching service for the various communities with whom it contracts. Contractual fees vary in accordance with the size of the entities and the expected percentage of the services needed.

The Illinois FOP Labor Council represents the Center's employed Dispatchers. Because of the nature of their work, (the Dispatchers are performing police and fire duties), the parties agreed that the Dispatchers could not strike and their labor disputes, with respect to Collective Bargaining Agreements, should be resolved in accordance with Section 14 of the Illinois Public Labor Relations Act.

On October 6, 1994, the Illinois State Labor Relations Board notified Duane L. Traynor of his appointment as an Interest Arbitrator and as Chairman of the Interest Arbitration Panel as selected by the parties. By agreement of the parties, a hearing was scheduled for January 10, 1995 and then continued to February 23, 1995. At that hearing, the counsel for the respective parties stipulated to the lawful authority of the Employer as modified by the Agreement with respect to a private entity being subjected to the provisions of Section 14 of the Illinois Public Labor Relations Act. Exhibits were introduced by both parties covering the following:

(1) The interest and welfare of the public and the financial ability of the unit to meet costs involved with respect to the proposed offers on economic issues.

(2) Comparison of wages and conditions of employment of the Dispatchers with the wages, hours, and conditions of employment of other employees performing similar services and with other employees generally in public and private employment in comparable communities.

(3) The average consumer prices for goods and services.

(4) The overall compensation presently received by the employees, including direct wage compensation,

vacations, holidays and other excused time, insurance and pensions, medical and hospital benefits, the continuity and stability of employment and all other benefits received.

As to each of the Exhibits, counsel for the respective parties orally reviewed and explained them to the Arbitration Panel.

(5) The parties were in agreement as to the provisions of the proposed Collective Bargaining Agreements for the periods of 5/1/93 to 4/30/94, 5/1/94 to 4/3/95 and 5/1/95 to 4/30/96 with the exception of:

- (a) wages for those years,
- (b) vacation leave in which the Union sought an additional one week vacation after completion of 15 years of service,
- (c) compensatory time off which the Union sought to have for all full-time Bargaining Unit Members to receive an additional 16 hours of compensatory time for each year in addition to other compensatory time earned.

With respect to those economic items, the parties submitted their final offers.

At the conclusion of the presentation of evidence and exhibits and the presentation of final offers, counsel for the respective parties jointly requested that the Arbitration Panel issue a Bench Award to be confirmed by a subsequent written Award. The Arbitration Panel recessed the hearing and adjourned to consider the request. During such adjournment after a discussion as to whether the Panel Members felt they fully understood the position of the parties, the arguments counsel, and the impact which the exhibits had on the evidence, concluded that they were able to render a Bench Award based upon what had been presented to them in narrative explanations thereof, and argument of respective counsel.

With respect to each of the issues, the Panel Members discussed and applied the statutory elements and came to the following conclusion:

- (1) As to the issue of wages, the Panel adopts the Union's final offer. The vote in favor of that decision was 2 to 1 with Panel Members Traynor and Lieb voting in favor and Panel Member Marshall dissenting.

(2) As to the issue with respect to vacations and compensatory time off, the Panel adopted the Center's final offer, rejecting the Union's offer with respect thereto. The vote in favor of adopting the Center's final offer with respect to these issues was again 2 to 1 with Panel Members Traynor and Marshall voting to accept the Center's final offer and Panel Member Lieb dissenting.

The Panel then reconvened the hearing and notified counsel for the parties of its decision.

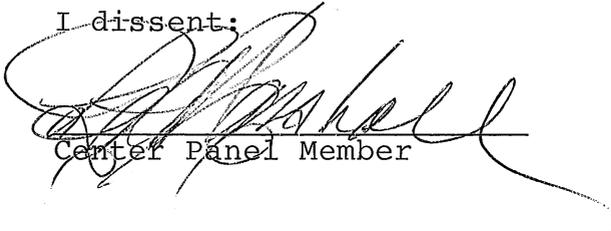
AWARD

The Panel adopts the Union's final offer as to wages.


Chairman


Union Panel Member

I dissent:


Center Panel Member

With respect to the issues of vacation and compensatory time off, the Arbitration Panel adopts the Center's final offer.


Chairman

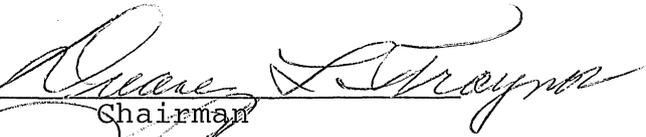

Center Panel Member

I dissent:


Union Panel Member

The Award with respect to wages is to be implemented within sixty (60) days of the date hereof.

Dated February 23, 1995.


Chairman


Center Panel Member


Union Panel Member