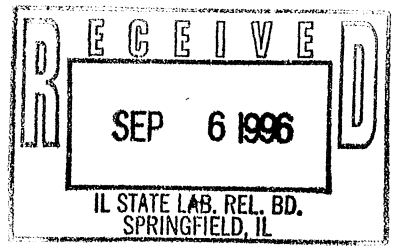
BEFORE
EDWIN H. BENN
ARBITRATOR



In the Matter of the Arbitration

between

VILLAGE OF ALGONQUIN, ILLINOIS

and

METROPOLITAN ALLIANCE OF POLICE

CASE NO.: S-MA-95-85
Arb. Ref. 95.181
(Interest Arbitration)

RULING ON UNION'S MOTION FOR CLARIFICATION

APPEARANCES:

For the Village: Stuart D. Gordon, Esq.

For the Union: Thomas P. Polacek, Esq.

Dates Briefs Received: June 12, 1996 (Union's Motion); June 22, 1996 (Village's Response); July 31, 1996 (Union's Reply)

This is a ruling on a motion for clarification sought by the Union to my interest arbitration award dated April 27, 1996.

In the award, I adopted the Village's offer on wages. Award at 22-34, 42. That offer provided for "increases of 6% per year with a 1% step increase per contract year (total 7% increase per year) ... with payments on an Officer's anniversary date." Award at 22. The length of the Agreement (in accord with the Union's position) was for two years, retroactive to the expiration of the 1992-1995 Agreement. Award at 34-35, 42. So that the parties could implement

language consistent with the award, jurisdiction was retained "to resolve any disputes concerning that language." Award at 42.

A dispute has arisen concerning the final language consistent with my award. Specifically, the parties disagree over whether there should be a grid containing the wage rates (as the Union argues) or whether there should be a listing of the members of the bargaining unit by name with their respective salaries following (as the Village argues). The parties have met and have been unable to resolve that dispute.[1]

Appendix A of the 1992-95 Agreement contained a specific wage grid without reference to specific individuals. When final offers were exchanged prior to the hearing, the Village submitted a list of names of members of the bargaining unit with proposed salaries for the respective years of the Agreement in accord with the percentage increase it was offering. *See* Exhibit A attached to the Village's Response.

However, in its post-hearing submission at 13-14, the Village discussed its offer, (which I ultimately adopted) [emphasis added]:

> ... The Village wishes to maintain the status quo ....
>
> * * *
>
> It is important to note that *the Village's final wage proposal also uses a step and grade system* but instead of giving the two increases separately, two times a year (i.e., based on contract year and officer's anniversary date), it gives both increases at the same time on the officer's anniversary date. *This payment schedule is merely a continuation of the previous contract* which also made both wage increases on the officer's anniversary date. See Appendix A of the 1992-1995 contract ....

That is the offer discussed in the Village's post-hearing submission. With respect to form, that is the offer I adopted—"... the status quo ... a step and grade system ... merely a continuation of the previous contract ...." The

---

[1] The parties advise me that their proffered language proposals are identical in application of the amount of increase found appropriate in my award. The parties differ on the form of the language implementing that increase.

only change from the prior system adopted by me was the application of the appropriate percentage increase to the previously established grid in the 1992-95 Agreement. Nowhere in the discussion of its wage proposal in its post-hearing submission at 13-21 does the Village discuss changing Appendix A of the 1992-95 Agreement to list specific individuals. *See also*, Village post-hearing submission at 1-2 where the Village identifies "Issues In Dispute And Final Offers" and where no mention is made concerning a change in the structure of Appendix A.

Given the above from the Village's post-hearing submission, it is fair to conclude (at least I did so) that when it came time to consider the Village's actual final offer—the one litigated and discussed in its post-hearing submission—that final offer was what the Village described in its post-hearing submission at 13-14—"... the status quo ... a step and grade system ... merely a continuation of the previous contract ....". The change from a grid to a naming of specific individuals was not actually litigated or briefed. The dispute between the parties as communicated to me was decided on the basis of "how much" and not over "what form".

Apparently during their discussions in attempting to formulate language to match the award, the Union proposed language which did not concisely conform to a reflection of only a percentage wage increase for the duration of the Agreement. That too was not litigated or decided by me.

The parties are therefore directed to take Appendix A of the 1992-1995 Agreement and arithmetically modify that grid to reflect "increases of 6% per year with a 1% step increase per contract year (total 7% increase per year) ... with payments on an Officer's anniversary date." No other changes were adopted. The final product should look exactly like Appendix A of the 1992-

1995 Agreement changed only by the numerical adjustments found appropriate in the award for the specified year.

Edwin H. Benn
Arbitrator

Dated: September 3, 1996

RECEIVED
MAY 1 - 1996
IL STATE LAB. REL. BD.
SPRINGFIELD, IL

BEFORE
EDWIN H. BENN
ARBITRATOR

In the Matter of the Arbitration

between

VILLAGE OF ALGONQUIN, ILLINOIS

and

METROPOLITAN ALLIANCE OF POLICE

CASE NO.: S-MA-95-85
Arb. Ref. 95.181
(Interest Arbitration)

OPINION AND AWARD

APPEARANCES:

For the Village: Stuart D. Gordon, Esq.
Kelly A. Cahill, Esq.

For the Union: Thomas P. Polacek, Esq.

Place of Hearing: Algonquin, Illinois

Date of Hearing: December 15, 1995

Dates Briefs Received: February 7, 1996 (Union); February 9, 1996 (Village)

Date of Award: April 27, 1996

CONTENTS

I. ISSUES IN DISPUTE 1

II. THE STATUTORY CRITERIA 1

III. THE COMPARABLES 2

A. The Selection Process 2

B. The Parties' Positions On The Comparable Communities 4

C. The Factors For Analyzing The Comparable Communities 6

D. Application Of The Comparability Factors 7

IV. DETERMINATION OF THE DISPUTED ISSUES 22

A. Wages 22

1. The Differences In The Wage Proposals 22
2. The Method For Paying Increases 23
3. Comparability 26
4. Cost Of Living 29
5. Overall Compensation 29
   a. Vacations 30
   b. Days Off With Pay 31
   c. Total Days Off 31
   d. Overtime 32
6. Conclusion On The Wage Proposals 33

B. Length Of Agreement 34

C. Health Insurance 35

D. Special Duty Pay 37

1. Investigators 37
2. Canine Officer 39

E. Field Training Officer/Additional Compensation 40

F. Retroactivity 42

V. CONCLUSION 42

I. ISSUES IN DISPUTE

This is an interest arbitration. The parties have been unable to agree upon all of the terms of a new collective bargaining agreement. The most recent Agreement was signed on December 16, 1992 and expired on April 30, 1995.[1]

My task is to determine which of the offers made by the parties on the disputed issues shall be embodied in the new Agreement.[2]

The following issues are in dispute:

1. Wages
2. Length of Agreement
3. Health Insurance
4. Investigators' Special Duty Pay
5. Canine Officer's Special Duty Pay
6. Field Training Officer Compensation
7. Retroactivity

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.

---

1 Union Exhs. Tab 9.

2 The parties have waived the tri-partite panel. Tr. 3.

(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

One of the most difficult tasks facing an interest arbitrator in Illinois is to select "comparable communities" as required by the Section 14(h)(4)(A) of the IPLRA. Aside from using the phrase "comparable communities", the statute gives absolutely no guidance on how to select those "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?"

[footnote continued on next page]

In *Village of Libertyville and FOP*, S-MA-93-148 (1995), I suggested an analysis on how to select comparable communities. I stated (*id.* at 3-4) [footnotes omitted]:

> 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".
>
> 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-

---

[continuation of footnote]

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.

> 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. ... [T]hose 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 ....
>
> 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. 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".

That same process shall be used in this case.

B. The Parties' Positions On The Comparable Communities

In their briefs, the parties agree that Lake in the Hills, Lake Zurich, McHenry and Woodstock are comparable to Algonquin.[4] The Village also pro-

---

[4] Union Brief at 6 ("The Village and the Union do agree that the following municipalities are comparable to Algonquin: Lake in the Hills, Lake Zurich, McHenry, and Woodstock"); Village Brief at 3 ("The parties agree that the Villages of ... Lake in the Hills, Lake Zurich, and the Cities of Woodstock and McHenry are all communities comparable to the Village of Algonquin"). *See also*, Village Exh. 1 Tab 1 at 6 listing these four communities as agreed upon comparables.

posed that Cary be considered as comparable to Algonquin.[5] At the hearing, the Union agreed that Cary was also comparable to Algonquin.[6]

The Union seeks to include Barrington, Barrington Hills, Batavia, Crystal Lake, Streamwood and West Dundee as comparable communities.[7]

The Village seeks to include Belvidere and Sycamore as comparable communities.[8]

The next step, then, is to determine which, if any, of Barrington, Barrington Hills, Batavia, Crystal Lake, Streamwood, West Dundee, Belvidere and Sycamore should be included with the agreed upon comparable communities of Lake in the Hills, Lake Zurich, McHenry, Woodstock and Cary.

---

5 Village Brief at 3; Village Exh. 1 Tab 1 at 2; Union Exhs. Tab 1 at 2-3.

6 *See* the testimony of Union President Wade Merritt Tr. 18-19:

> Q. If you can turn the page in the notebook to the Village's proposed comparable communities, I'll direct your attention to Number 6, the Village, I believe of Cary?
>
> A. Correct.
>
> * * *
>
> Q. Now in your opinion through the collection of all the facts and evidence for this arbitration, do you believe that Cary could be considered a comparable community?
>
> A. Yes, I do.

Based on that testimony, the Village's arguments are premised upon Cary as part of the list of agreed upon comparable communities. Village Brief at 3. In its Brief, however, the Union's comparability analysis does not mention Cary as an agreed-upon comparable. *See* Union Brief at 6. However, the Union argued that the Union selected "comparable communities and stressed particularly the close proximity of the Union's comparables to the Village of Algonquin." *Id.* Cary is adjacent to Algonquin. Tr. 19 ("It's [Cary] adjacent to us [Algonquin], directly northeast of us."). Given President Meritt's testimony and further given how Cary fits into the Union's view of how comparables should be selected, I shall consider Cary as an agreed upon comparable.

However, even if I did not find that the parties agreed that Cary should be a comparable community to Algonquin, I would find it to be. Using the analysis for determining comparability discussed *infra* at III(D), Cary falls within the ranges formed by other agreed upon comparable communities in 8 of the 10 areas for which data was available for Cary (distance, department size, total number of employees, median income, sales tax revenue, sales tax revenue per person, EAV and EAV per person). Table 1, Charts B, C, E, F, G, H, I, J. Cary is clearly comparable to Algonquin.

7 Union Brief at 6; Union Exhs. Tab 1 at 1.

8 Village Brief at 3; Village Exh. 1 Tab 1 at 2; Union Exhs. Tab 1 at 2-3.

C. The Factors For Analyzing The Comparable Communities

The Village argues that in making the comparability analysis the following factors should be taken into consideration: population, department size, total number of employees, median income, sales tax revenue, sales tax revenue per person, EAV, EAV/person and total general fund revenue.[9] The Union focuses upon population, distance from Algonquin, median income, sales tax revenue, patrol officers and EAV.[10]

With the exception of geographic distances (which I will discuss below) the other factors identified by the parties—most of which they are in agreement on—reasonably can be considered in making a comparability analysis. Again, the statute is silent in this regard. Therefore, a reasonableness standard must be applied. I find that population, department size, total number of employees, median income, sales tax revenue, sales tax revenue per person, EAV, EAV/person total general fund revenue or variations thereof are factors that can be considered in attempting to ascertain the comparability of the contested communities to Algonquin.

But, the Union seeks to exclude proposed comparable communities which are "twenty-five miles from the Village of Algonquin"—*i.e.*, specifically Belvidere and Sycamore.[11] According to the Union, "[b]oth Belvidere and Sycamore are located in different counties than Algonquin and are completely outside the Fox River Valley region."[12]

---

9 Village Brief at 5; Village Exh. 1 Tab 1 at 1-6.

10 Union Brief at 6-11; Union Exhs. Tab 1 at 1, 3.

11 Union Brief at 7. According to the Union, Belvidere, which is in Boone County, is 38 miles from Algonquin and Sycamore, which is in DeKalb County, is 32 miles from Algonquin. Union Exhs. Tab 1 at 3. According to the Village, Belvidere and Sycamore are 30 and 24 miles from Algonquin, respectively. Village Exh. 1 Tab 1 at 4.

12 Union Brief at 9; Tr. 20-21.

In *Libertyville, supra* at 7, I rejected a similar argument where the Fraternal Order of Police sought to exclude all comparables not in Lake County:

> 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. ... 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 same analysis must apply in this case. While Belvidere and Sycamore are certainly getting away from the immediate Chicagoland area, I am not persuaded that those two communities can be viewed as separately functioning economies when compared to the likes of municipalities further downstate. Belvidere and Sycamore are, for all purposes, a short commute to the immediate Chicago area. Therefore, the geographic distances from Algonquin and the fact that Belvidere and Sycamore are not in the Fox River Valley region do not automatically exclude those communities from being considered as comparable to Algonquin. I shall, however, include the geographic distance from Algonquin as one of the several factors for consideration.[13]

D. Application Of The Comparability Factors

Taking the data supplied by the parties, the factors for determining com

---

13 I note that the Union seeks to include Batavia as a comparable community. Union Brief at 6. As shown below in Table 1, Batavia is 25 miles from Algonquin—a distance farther away from Algonquin than Sycamore (24 miles distant) and almost as far away as Belvidere (30 miles distant). Yet, the Union seeks to exclude Sycamore and Belvidere on the basis of their distance from Algonquin, but seeks to include Batavia.

parability translate into the following table[14]:

---

14 The data entries are taken from the parties' submissions. Several comments are in order. First, with respect to department size and number of patrol officers, the Village examined department size and the Union examined the number of patrol officers. Village Brief 5; Village Exh. 1 Tab 1 at 2; Union Brief at 8; Union Exhs. Tab 1 at 1, 3. Both are relevant considerations and both have been considered. Second, the data offered by the parties for the various categories did not always precisely match—indeed, the discrepancies in some areas were significant. Where discrepancies existed but the data were sufficiently close, I averaged the parties' positions. Where the discrepancies in data were significant (and were not in areas specifically discussed further in this note), I have chosen to use the Village's data. Village Administrative Assistant Mitchell Lifson testified that he compiled the data offered by the Village by calling, sending surveys to, and making visits to the various communities. Tr. 101-105. The Union's data is not similarly verified. Tr. 17-20. Therefore, where there are significant discrepancies in the data, I find the Village's data to be more reliable. Third, where no data was offered by a party, I accepted the other party's data as uncontested. Fourth, with respect to the parties differences concerning the populations of Lake in the Hills and Streamwood (8,927 and 33,662, respectively, according to the Village, and 14,400 and 31,197, respectively, according to the Union (*cf.* Union Exhs. Tab 1 at 1 and Village Exh. 1 Tab 1 at 3), independent verification through existing information in the public domain shows that the 14,400 figure for Lake in the Hills (asserted by the Union) and 33,662 figure for Streamwood (asserted by the Village) are the more accurate figures. Fifth, because of the readjustment of some of the population figures, the per person computations made by the Village (sales tax revenue per person and EAV per person) have been recomputed and verified. Sixth, with respect to the differences in the parties' data concerning the distances of Belvidere and Sycamore from Algonquin, my reading of the *Illinois Official Highway Map* (1995-96), published by the Illinois Department of Transportation (of which I take notice), shows that Belvidere is closer to 30 miles as stated by the Village rather than 38 as stated by the Union (*cf.* Union Exhs. Tab 1 at 3 and Village Exh. 1 Tab 1 at 4) and Sycamore is 24 miles from Algonquin as stated by the Village rather than 32 miles as stated by the Union (*id.*). Seventh, the median income for Barrington Hills, which is shown as a range by the Village (Village Brief at 5), has been averaged and the result ($103,100) is sufficiently close to the Union's stated median income for that community ($104,002—U. Exhs. Tab 1 at 1). Eighth, the Union offered the median income for Belvidere on the basis of "city employees only". Union Exhs. Tab 1 at 3. The Village did not make that distinction. Because the purpose of this exercise is to attempt to compare the communities as a whole, the distinction made by the Union for this entry is not a valid one. Ninth, the data entries have been adjusted to take into account typographical errors pointed out by the Village. Village Brief at 4, note 3. Tenth, where data is marked "not avail." the community has been left out of the comparability analysis for that factor. As it turns out, the only "not avail." entry for a contested comparable is for Sycamore for median income but sufficient other data entries are available to make a comparability determination for that community. Eleventh, the Union's data compilation lists Algonquin as having 19 Patrol Officers. Union Exhs. Tab 1 at 1. The Village does not analyze the data looking at Patrol Officers, but considers department size. Village Brief at 5. The Village does not appear to contest the Union's assertion of 19 Patrol Officers. Village Exh. 1 Tab 1 at 1. The Union's exhibit showing the seniority dates lists 16 Officers. Union Exhs. Tab 7 at 38. There are newly hired Officers starting after May 1, 1995. Union Exhs. Tab 2 at 3. But, whether Algonquin is considered as having 16 Officers or 19 Officers is irrelevant for the purposes of the comparability analysis which follows. If the analysis is only made considering 16 Officers in the unit, no other contested comparable community would fall within the range of agreed upon comparables in the number of officers category. Algonquin would simply switch places with Lake in the Hills (17 in the department) at the low end of the range. *See* Table 1; Chart D, *infra.* Twelfth, I recognize that in some instances, comparisons are being made using data from different years. But, this is not an exact science and the bottom line is that I can only work with the data given to me by the parties. This process is only a method of attempting to organize large
[footnote continued on next page]

TABLE 1
TOTAL DATA FOR COMPARABILITY

Community	Population	Distance From Village	Depart. Size	No. of Patrol Officers	Total No. of Employees	Median Income
Algonquin	14,737	0	33	19	80	55,955
Barrington	9,539	9	41	19	100	50,519
Barrington Hills	4,201	0	26	13	31	103,100
Batavia	20,335	25	45	21	175	53,208
Belvidere	17,611	30	29	22	88	33,791
Cary	13,484	0	30	not avail.	69	50,804
Crystal Lake	28,016	0	69	40	200	50,977
Lake in the Hills	14,400	0	28	17	50	50,236
Lake Zurich	17,189	12	34	20	155	61,146
McHenry	18,180	14	45	24	100	36,836
Streamwood	33,662	11	68	39	177	16,700
Sycamore	9,948	24	28	21	69	not avail.
Woodstock	16,190	12	39	20	110	43,006
West Dundee	4,743	7	18	13	39	46,673

Community	Sales Tax Revenue	Sales Tax Revenue Per Person	EAV	EAV/Pers.	Total General Fund Revenue
Algonquin	1,011,722	68.65	269,127,468	18,262	5,820,385
Barrington	3,405,172	356.97	300,020,399	31,451	7,030,366
Barrington Hills	29,206	6.95	218,747,837	52,070	1,605,829
Batavia	2,131,000	104.79	361,097,510	17,757	7,630,223
Belvidere	1,578,961	89.66	151,814,492	8,620	4,486,402
Cary	570,000	42.27	239,136,305	17,734	3,725,145
Crystal Lake	5,667,245	202.29	510,867,437	18,234	9,779,593
Lake in the Hills	312,853	21.72	151,618,879	10,529	3,905,602
Lake Zurich	2,543,000	147.94	377,149,274	21,941	10,801,974
McHenry	3,136,322	172.51	284,534,858	15,650	5,492,286
Streamwood	3,242,259	96.32	340,109,979	10,105	9,563,077
Sycamore	1,544,425	156.07	134,550,434	13,525	4,156,157
Woodstock	1,916,878	118.40	235,000,000	14,515	3,818,349
West Dundee	3,661,535	771.99	99,890,574	21,060	4,932,567

The next step in the analysis is to rank the various municipalities based on the factors. The agreed upon comparables and Algonquin appear in bold;

[continuation of footnote]
amounts of information given to me by the parties in order to attempt to draw certain conclusions on whether the disputed communities are similar to agreed upon communities in specific categories designated by the parties.

the Village's proposed comparables are italicized; and the Union's proposed comparables are in plain text[15]:

TABLE 2
RANKINGS OF COMMUNITIES IN CATEGORIES
(low to high)

Population	Distance From Village	Depart. Size	No. of Patrol Officers
Barrington Hills	**ALGONQUIN**	West Dundee	West Dundee
West Dundee	**CARY**	Barrington Hills	Barrington Hills
Barrington	**LAKE /HILLS**	**LAKE /HILLS**	**LAKE /HILLS**
Sycamore	Barrington Hills	*Sycamore*	**ALGONQUIN**
CARY	Crystal Lake	*Belvidere*	Barrington
LAKE /HILLS	West Dundee	**CARY**	**LAKE ZURICH**
ALGONQUIN	Barrington	**ALGONQUIN**	**WOODSTOCK**
WOODSTOCK	Streamwood	**LAKE ZURICH**	*Sycamore*
LAKE ZURICH	**WOODSTOCK**	**WOODSTOCK**	Batavia
Belvidere	**LAKE ZURICH**	Barrington	*Belvidere*
MCHENRY	**MCHENRY**	Batavia	**MCHENRY**
Batavia	*Sycamore*	**MCHENRY**	Streamwood
Crystal Lake	Batavia	Streamwood	Crystal Lake
Streamwood	*Belvidere*	Crystal Lake	

Total No. of Employees	Median Income	Sales Tax Revenue	Sales Tax Revenue Per Person
Barrington Hills	Streamwood	Barrington Hills	Barrington Hills
West Dundee	*Belvidere*	**LAKE /HILLS**	**LAKE /HILLS**
LAKE /HILLS	**MCHENRY**	**CARY**	**CARY**
Sycamore	**WOODSTOCK**	**ALGONQUIN**	**ALGONQUIN**
CARY	West Dundee	*Sycamore*	*Belvidere*
ALGONQUIN	**LAKE /HILLS**	*Belvidere*	Streamwood
Belvidere	Barrington	**WOODSTOCK**	Batavia
Barrington	**CARY**	Batavia	**WOODSTOCK**
MCHENRY	Crystal Lake	**LAKE ZURICH**	**LAKE ZURICH**
WOODSTOCK	Batavia	**MCHENRY**	*Sycamore*
LAKE ZURICH	**ALGONQUIN**	Streamwood	**MCHENRY**
Batavia	**LAKE ZURICH**	Barrington	Crystal Lake
Streamwood	Barrington Hills	West Dundee	Barrington
Crystal Lake		Crystal Lake	West Dundee

15 Because information was not available for all municipalities in number of patrol officers and median income, those municipalities were excluded from the ranking in those categories.

EAV	EAV/Pers.	Total General Fund Revenue
West Dundee	*Belvidere*	Barrington Hills
Sycamore	Streamwood	**CARY**
LAKE /HILLS	**LAKE/HILLS**	**WOODSTOCK**
Belvidere	*Sycamore*	**LAKE /HILLS**
Barrington Hills	**WOODSTOCK**	*Sycamore*
WOODSTOCK	**MCHENRY**	*Belvidere*
CARY	**CARY**	West Dundee
ALGONQUIN	Batavia	**MCHENRY**
MCHENRY	Crystal Lake	**ALGONQUIN**
Barrington	**ALGONQUIN**	Barrington
Streamwood	West Dundee	Batavia
Batavia	**LAKE ZURICH**	Streamwood
LAKE ZURICH	Barrington	Crystal Lake
Crystal Lake	Barrington Hills	**LAKE ZURICH**

Graphically, the above tables show the following (with the ranges formed by the agreed upon comparables between the upward pointing arrows and the contested comparables falling within in the range of agreed upon comparables designated by downward pointing arrows):

CHART A
POPULATION

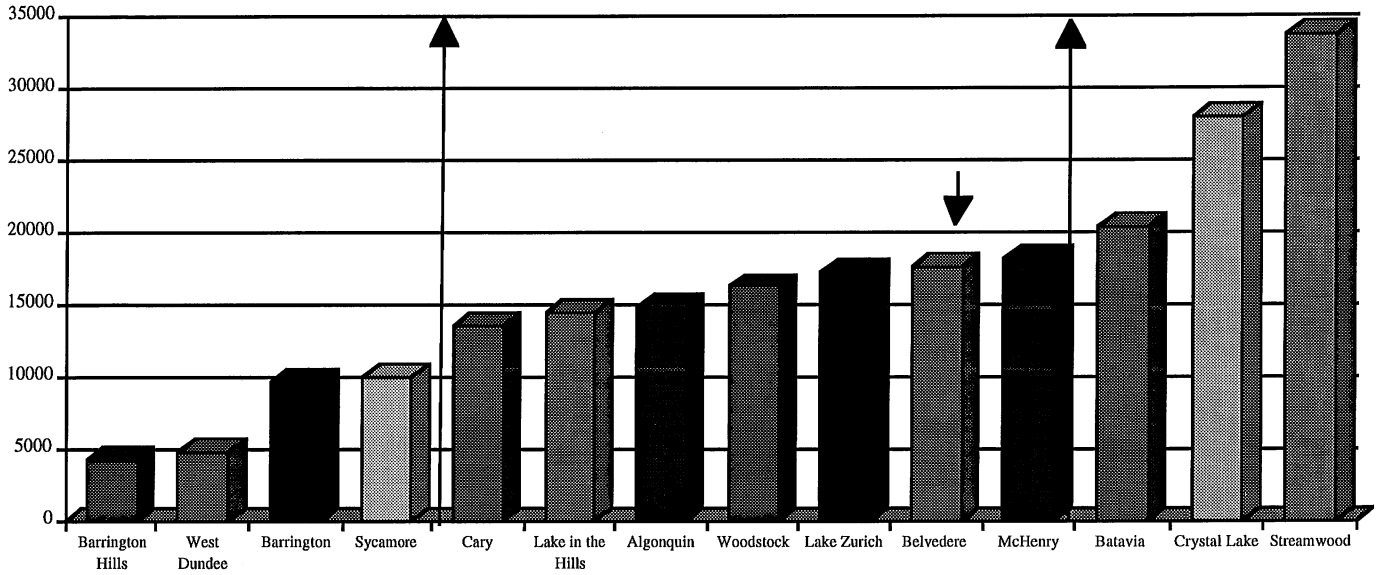


CHART B
DISTANCE FROM VILLAGE

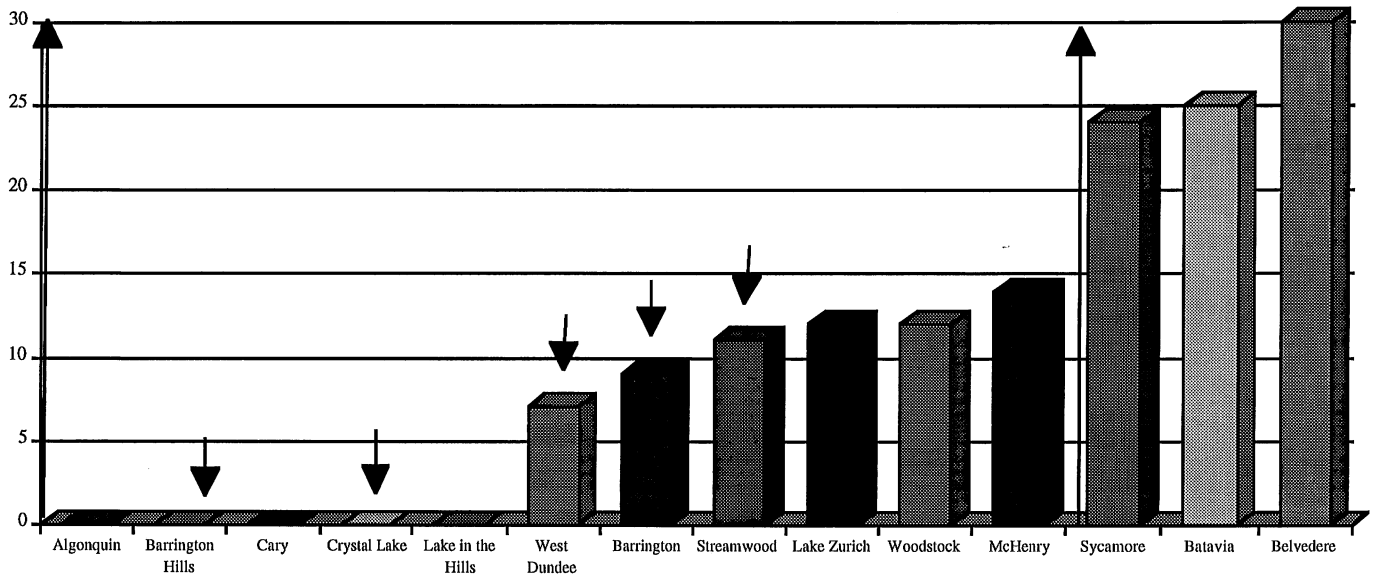


CHART C
DEPARTMENT SIZE

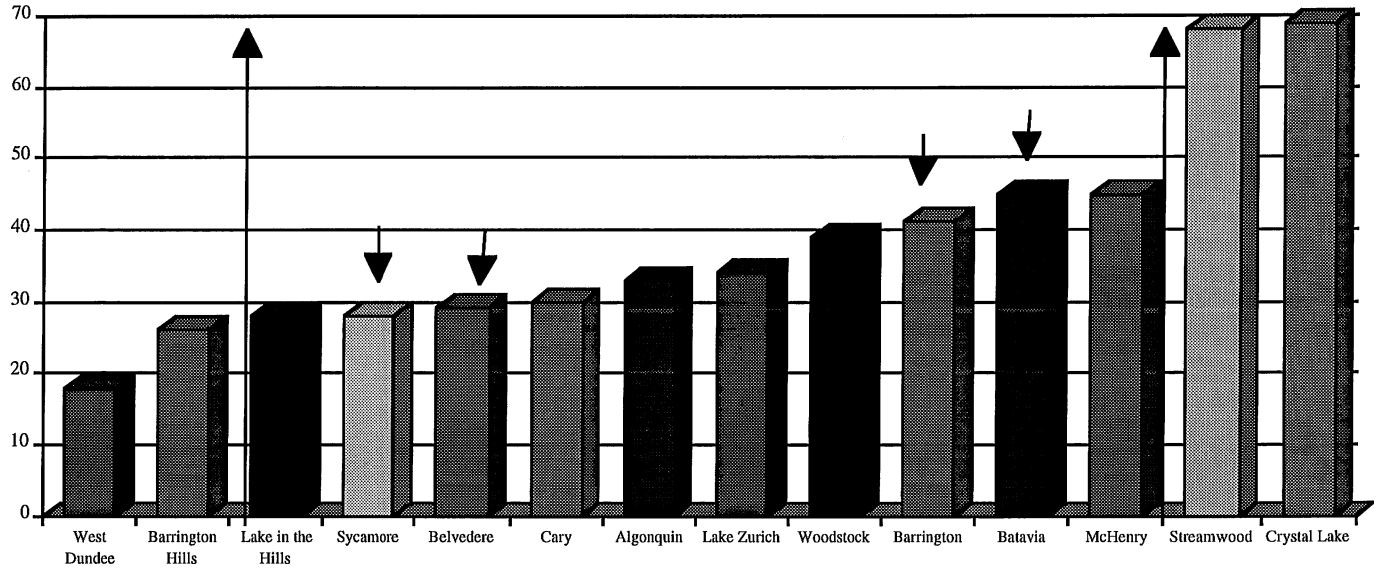


CHART D
NUMBER OF PATROL OFFICERS

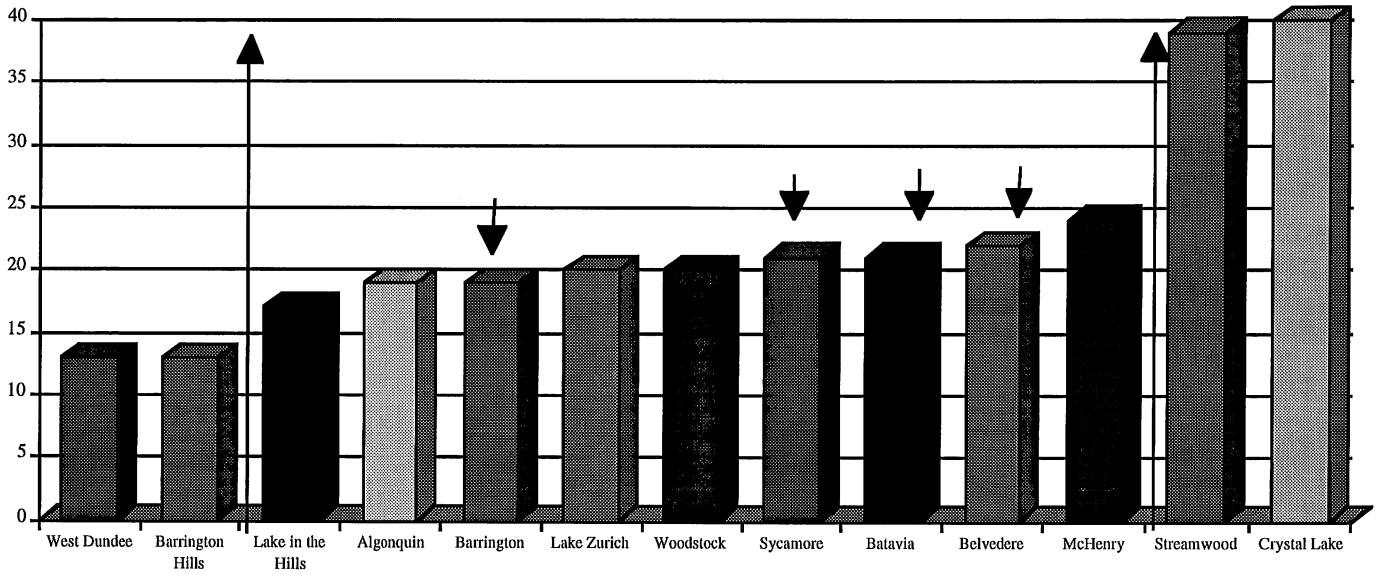


CHART E
TOTAL NUMBER OF EMPLOYEES

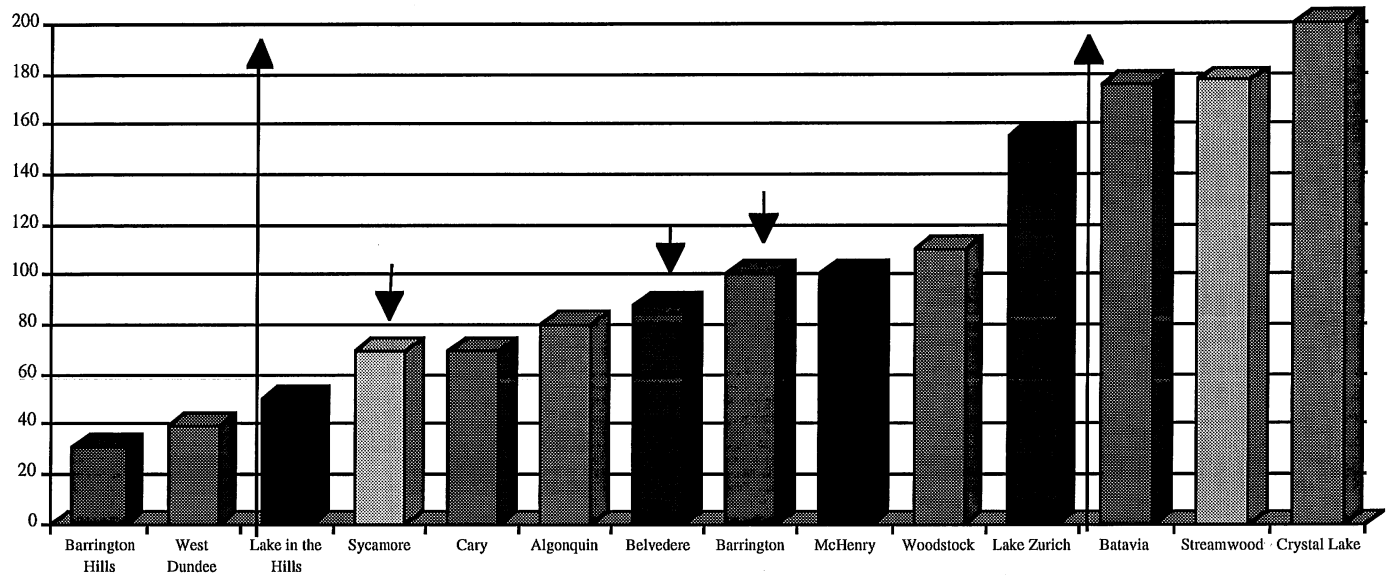


CHART F
MEDIAN INCOME

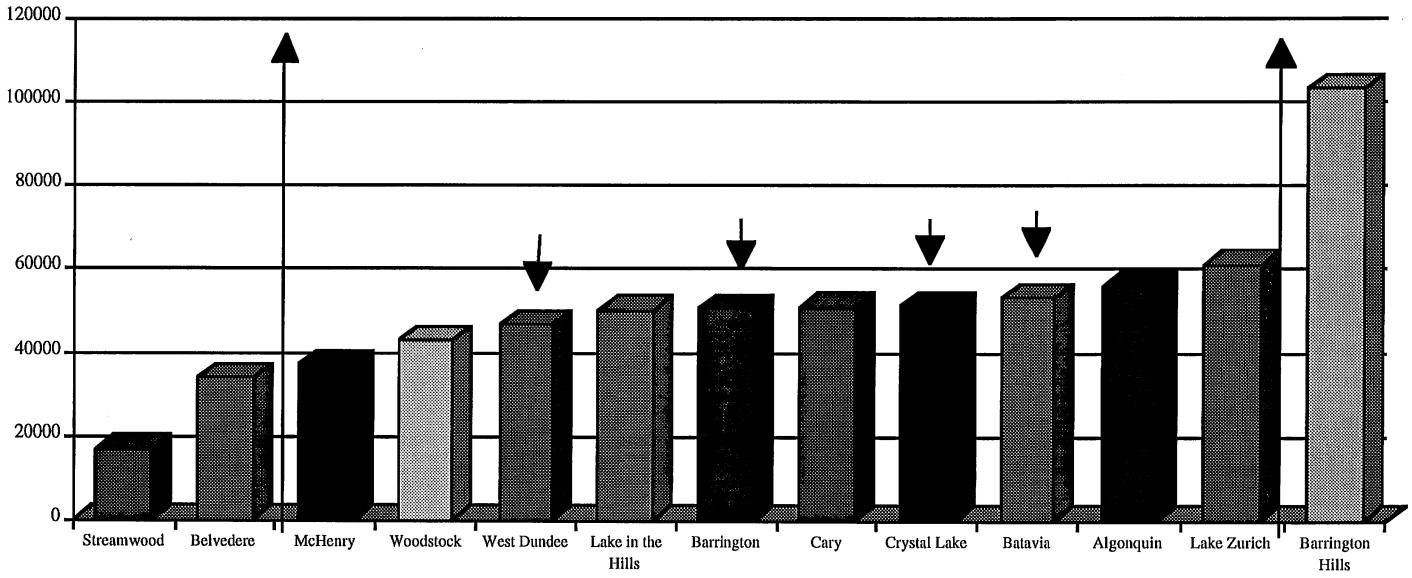


CHART G
SALES TAX REVENUE

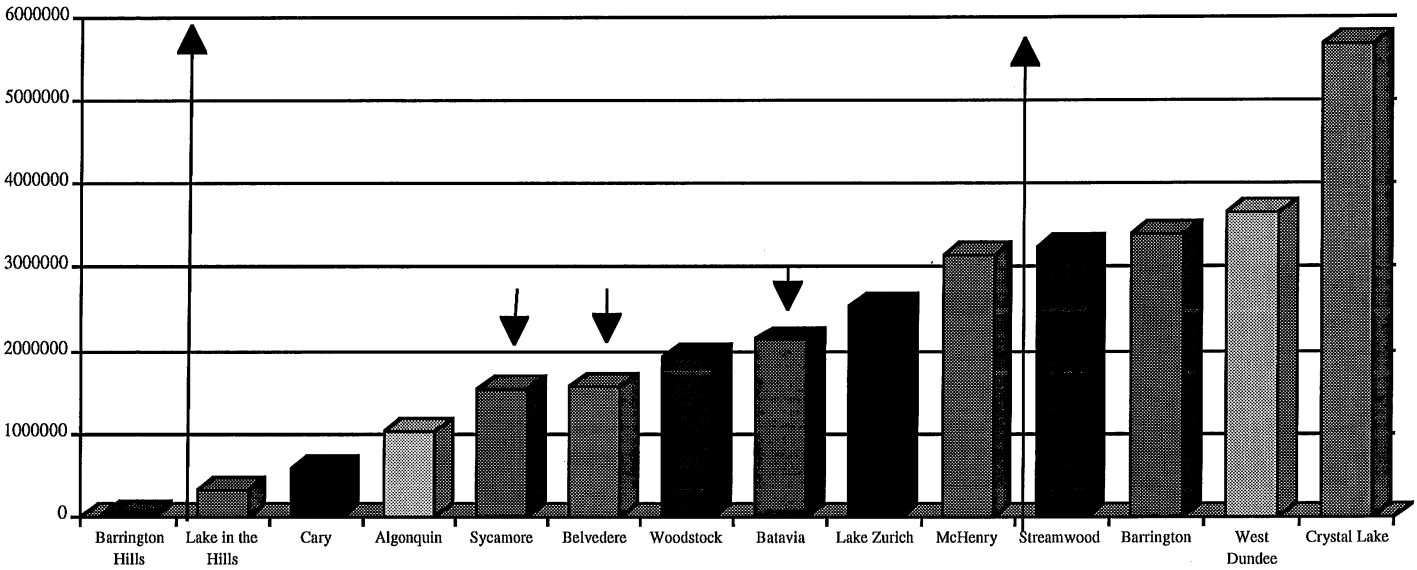


CHART H
SALES TAX REVENUE PER PERSON

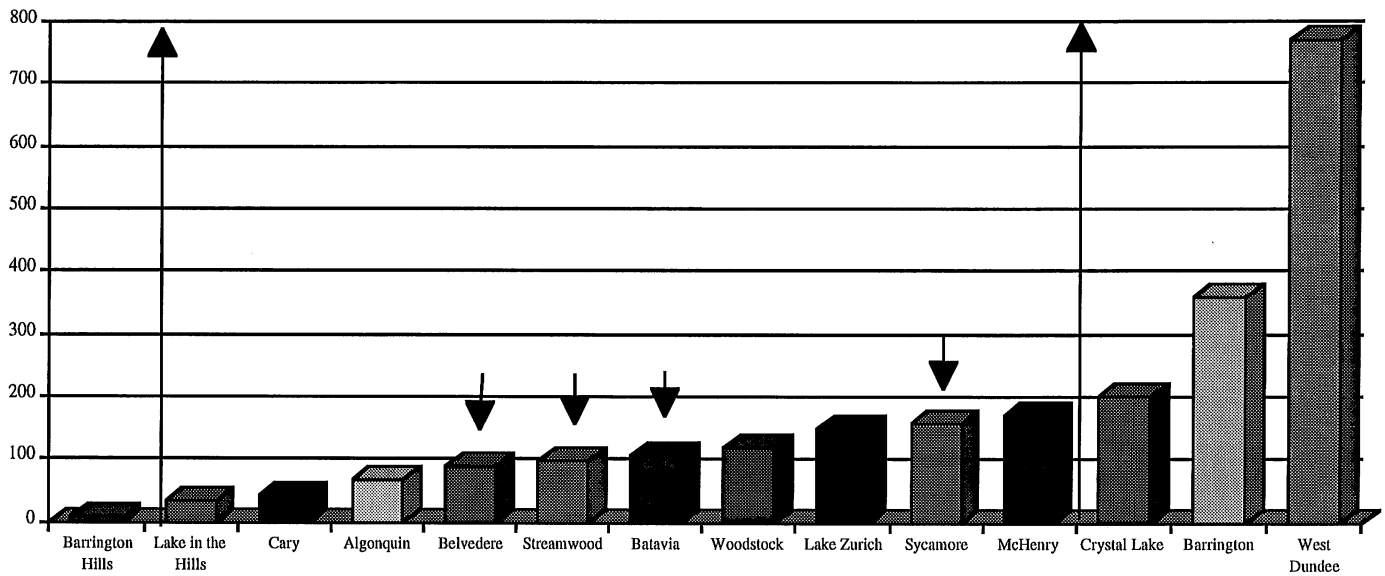


CHART I
EAV

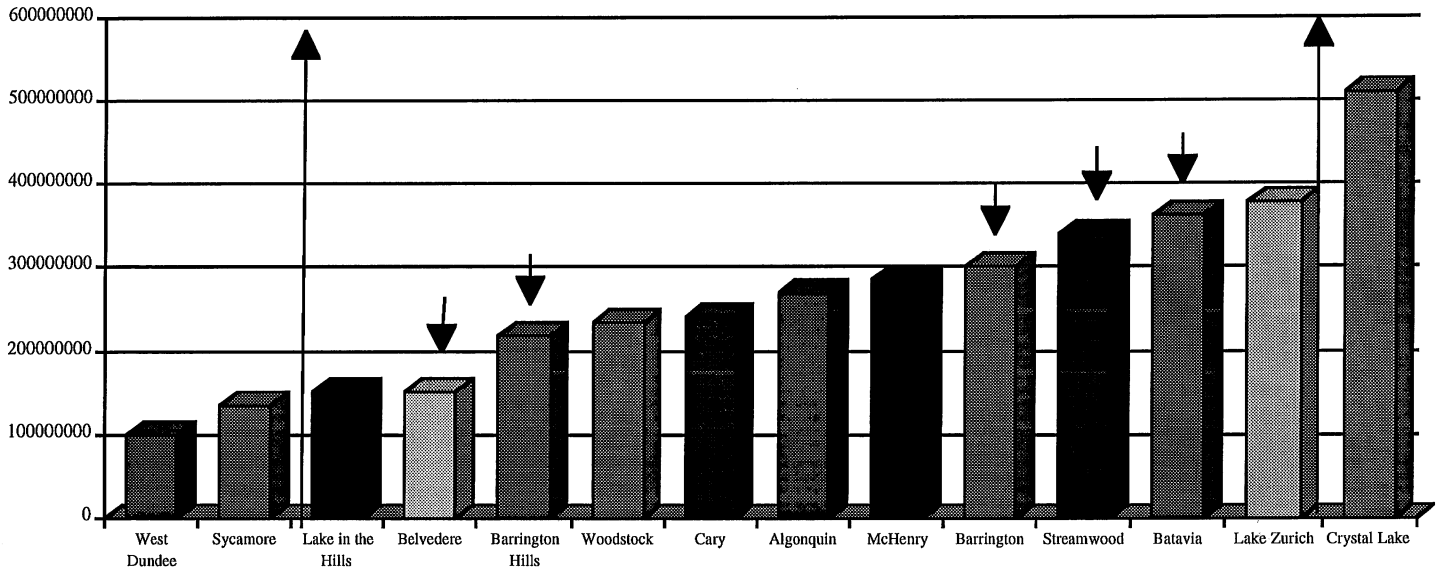


CHART J
EAV PER PERSON

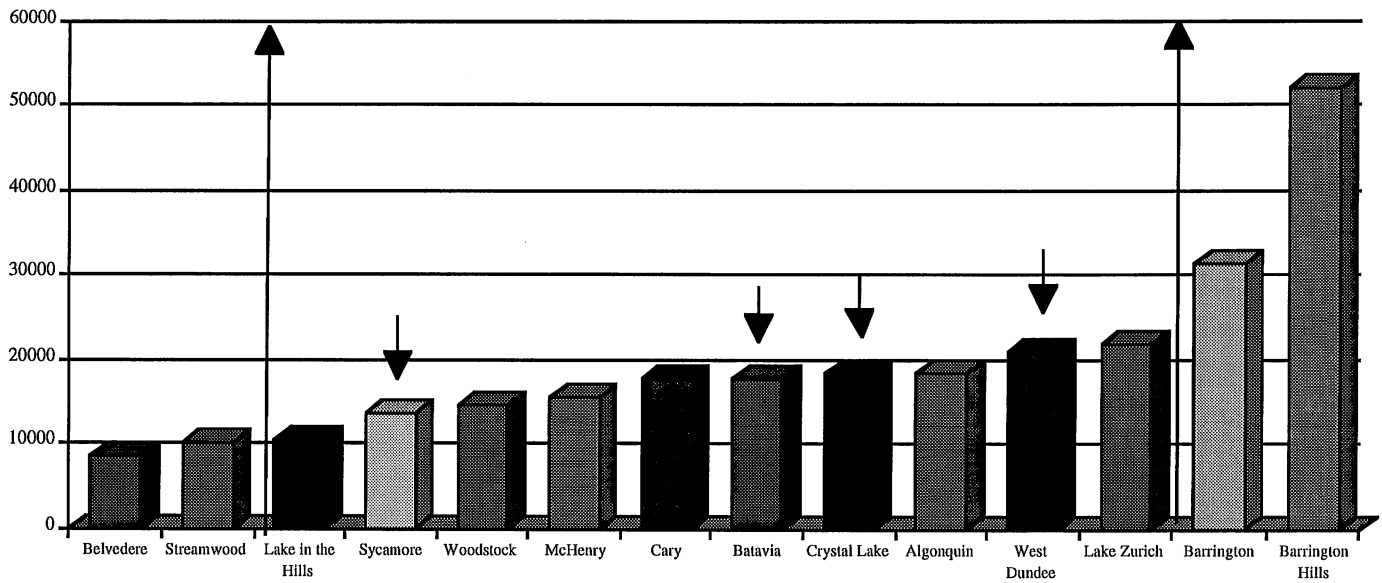
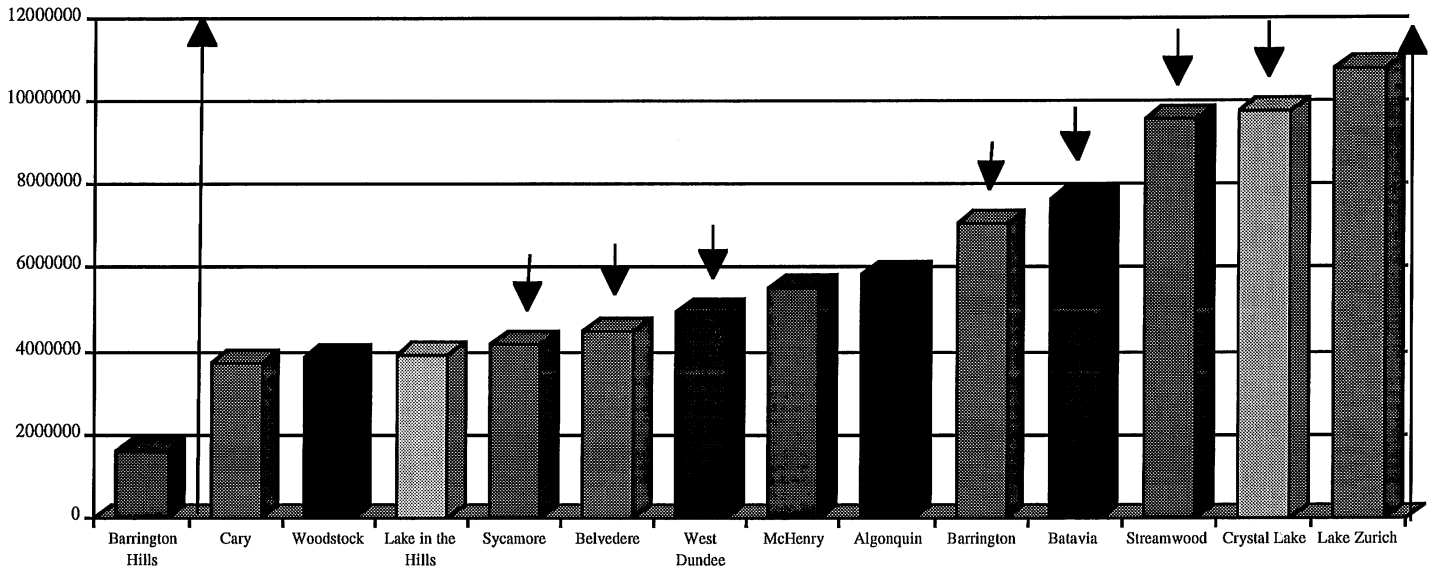


CHART K
TOTAL GENERAL FUND REVENUE



By agreeing that Lake in the Hills, Lake Zurich, McHenry, Woodstock and Cary are comparable to Algonquin, the parties have effectively agreed that those six communities have common characteristics in terms of the factors they have articulated as being relevant for making comparisons. It therefore follows that if a contested community falls within the range formed by the agreed upon comparables on a sufficient number of occasions, then that contested community shares common characteristics with group of communities the parties have agreed are comparable to Algonquin. That is the essence of the analysis I discussed *supra* at III(A).

Therefore, the question at this point is to determine how often the contested communities fall within the ranges formed by the agreed upon comparables. The following table tabulates that result:

TABLE 3
FREQUENCY OF CONTESTED COMMUNITIES FALLING WITHIN THE RANGE OF AGREED UPON COMPARABLES

Factor	Barrington	Barrington Hills	Batavia	Belvidere	Crystal Lake	Stream-wood	Sycamore	West Dundee
Pop.				x				
Distance	x	x			x	x		x
Dept. Size	x		x	x			x	
No. Pat. Officers	x		x	x			x	
Tot. No. Empl.	x			x			x	
Med. Inc.	x		x		x			x
Sales Tax Rev.			x	x			x	
Sales Tax Pers.			x	x		x	x	
EAV	x	x	x	x		x		
EAV per pers.			x		x		x	x
Gen. Fund	x		x	x	x	x	x	x
TOTAL	7	2	8	8	4	4	7	4

I have looked at 11 areas articulated by the parties as being relevant factors for which communities can be compared so as to determine comparability with Algonquin. I have also considered that the parties have agreed that Lake in the Hills, Lake Zurich, McHenry, Woodstock and Cary are comparable to Algonquin. Consideration of those elements is therefore consistent with my obligation under Section 14(h)(2) of the IPLRA to consider "stipulations of the parties". Based on the above, I find as follows concerning the contested comparable communities.

First, Barrington Hills falls within the ranges formed by the agreed upon comparables 2 of 11 times. Examination of a number of the factors where Barrington Hills is outside the ranges formed by the agreed upon comparables (population, median income, sales tax revenue, sales tax revenue per person and EAV per person) shows substantial differences between Barrington Hills

and the communities within the ranges formed by the agreed upon comparables.[16] Barrington Hills is therefore not comparable to Algonquin.

Second, Crystal Lake falls within the ranges formed by the agreed upon comparables 4 of 11 times. The differences between Crystal Lake and the communities within the ranges formed by the agreed upon comparables are significant in many categories (population, department size, number of patrol officers, total number of employees, sales tax revenue and EAV).[17] Crystal Lake is therefore not comparable to Algonquin.

Third, Streamwood also falls within the ranges formed by the agreed upon comparables only 4 of 11 times. Streamwood is significantly different than the communities in the ranges formed by the agreed upon comparables in many of the categories (population, department size, number of patrol officers and median income).[18] Streamwood is therefore not comparable to Algonquin.

Fourth, West Dundee falls within the ranges formed by the agreed upon comparables 4 of 11 times. As with the other excluded communities, West Dundee's differences from the communities within the agreed upon comparables are significant in several categories (population, sales tax revenue per person and EAV).[19] West Dundee is also not comparable to Algonquin.

Clearly, then, based upon the factors and agreed upon comparables which the parties have asked me to examine, Barrington Hills, Crystal Lake, Streamwood and West Dundee have little in common with Algonquin.

---

16 Table 1; Charts A, F, G, H and J.

17 Table 1; Charts A, C, D, E, G and I.

18 Table 1; Charts A, C, D and F.

19 Table 1; Charts A, H and I.

Fifth, on the other end of the spectrum, based on the analysis dictated by the parties' stipulations, I find that Batavia and Belvidere are comparable to Algonquin. Batavia and Belvidere fall within the ranges formed by the agreed upon comparables in 8 of the 11 categories I have been asked to consider. Indeed, if examination is made of those areas where Batavia and Belvidere are outside of the ranges formed by the agreed upon comparables, those two communities' comparability to the agreed upon comparables is strengthened. Batavia is just outside of the range of agreed upon comparables in two other categories (population and total number of employees)[20] and Belvidere falls just outside the range in one category (median income)[21]. I find those two communities comparable to Algonquin.

Sixth, Barrington falls within the ranges formed by the agreed upon comparables in 7 of the 11 categories. As I stated earlier, this analysis is not an exact science. It is only a method of organizing the data so that rational conclusions can be drawn. While Barrington is within the range formed by the agreed upon comparables in 7 categories (distance from Algonquin, department size, number of patrol officers, total number of employees, median income, EAV and general fund)[22], in the sales tax revenue category Barrington, while outside the range formed by the agreed upon comparables, was not much higher than McHenry (an agreed upon comparable).[23] The sales tax revenues for Barrington ($3,405,172) and McHenry ($3,136,322) are sufficiently close to permit a conclusion that Barrington is in the range formed by the comparables

---

20 Table 1; Charts A and E.

21 Table 1; Chart F.

22 Table 1; Charts B, C, D, E, F, I and K.

23 Table 1; Chart G.

for this category as well as the other 7 categories. I therefore find Barrington to be a comparable community to Algonquin.

Seventh, Sycamore also falls inside the range formed by agreed upon comparables in 7 of the 11 categories. Examination of the data shows that with respect to EAV, Sycamore fell just outside of the range formed by the agreed upon comparables.[24] With respect to EAV, Sycamore ($134,550,434) is $17,068,445 below the agreed upon Lake in the Hills ($151,618,879). Moreover, with respect to population, Sycamore (9,948) falls just outside of the range formed by the agreed upon comparables and is virtually equivalent to Barrington (9,539), a community I have found to be comparable.[25] With respect to these two categories (EAV and population) I am satisfied that while technically outside of the ranges formed by the agreed upon comparables, Sycamore is sufficiently close to be considered within the ranges. Coupled with the number of categories where Sycamore fell within the ranges formed by the agreed upon comparables, I am satisfied that Sycamore is also comparable to Algonquin.

In sum then, the comparable communities (including Algonquin) in this case shall be:

TABLE 4
COMPARABLE COMMUNITIES

Algonquin
Barrington
Batavia
Belvidere
Cary
Lake in the Hills
Lake Zurich
McHenry
Sycamore
Woodstock

---

24 Table 1; Chart I.

25 Table 1; Chart A.

IV. DETERMINATION OF THE DISPUTED ISSUES

Turning to the specifics of the parties' proposals for the issues in dispute, in addition to comparability, the parties have identified other statutory factors that they argue should be considered. Therefore, in determining the propriety of each disputed area, all of the factors relied upon by the parties will be considered.

A. Wages

1. The Differences In The Wage Proposals

The Village proposes a three year Agreement with increases of 6% per year with a 1% step increase per contract year (total 7% increase per year) for 3 years with payments on an Officer's anniversary date.[26]

The Union seeks a two year Agreement with wage increases of 4.5% in each of the two years incorporating an 8 year step and grade wage schedule.[27] However, the Union states that the effect of its wage proposal "will provide an overall increase greater than 9% for most officers covered by the Agreement, with the exception of those officers who have already reached the seventh year of service with the Village ... [and] every police officer, (with the exception of the three most senior officers), would receive a total actual increase in salary of 15.3% over the length of the Agreement, for an average of 7.65%/year."[28]

Those differences are as follows[29]:

---

26 Village Brief at 1.

27 Union Brief at 11.

28 Union Brief at 11-12.

29 Because the Union seeks only a two year Agreement, no entries are made in the 1997-98 portion of the table. Length of the Agreement is discussed *infra* at IV(B).

TABLE 5
COMPARISON OF WAGE OFFERS

1995-96

	Start	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years
Village	27,002	28,621	30,339	32,158	34,088	36,133	38,301	40,598	42,221
Union	27,938	29,613	31,391	33,273	35,270	37,386	39,628	42,006	42,006

1996-97

	Start	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years
Village	27,272	28,907	30,642	32,479	34,428	36,494	38,684	41,004	42,644
Union	29,195	30,946	32,803	34,770	36,857	39,068	41,412	43,896	43,896

1997-98

	Start	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years
Village	27,544	29,196	30,948	32,803	34,772	36,858	39,070	41,414	43,070
Union	--	--	--	--	--	--	--	--	--

2. The Method For Paying Increases

In the expired 1992-95 Agreement, wage increases were implemented on May 1st of each year. However, an Officer did not actually received a contractually negotiated increase until the Officer's anniversary date of hire.[30] Differentials were also paid on the basis of number of years employed—but again, tied to the Officer's anniversary date.[31]

The Union seeks to change that method of payment of anniversary date increases to a step and grade wage schedule, which, according to the Union "is admittedly a departure from the wage scale utilized pursuant to the recently-expired Collective Bargaining Agreement, which calls for grade increases only,

---

30 Appendix A of the 1992-95 Agreement ("As of the Officer's anniversary date of hire, each Officer shall receive the following base pay calculated on an annual basis in accordance with the following schedule ....").

31 *Id.*

with no increase on the anniversary date of the Agreement itself."[32] The Village seeks to maintain the same method for implementing increases—*i.e.*, on the Officer's anniversary date.[33]

Because the Union seeks to change from the receipt of wage increases on an Officer's anniversary date, the Union bears to burden to demonstrate why such a change is necessary.[34]

The Union argues that "the practical effect of that agreement [the present method of implementing actual raises on an Officer's anniversary date] was to skew salaries, allowing some officers with less experience to be paid more than senior officers, depending upon the officers' date of hire" which yields "inequitable results".[35]

I agree that under the present method of payment of wage increases which links the receipt of the increase to the Officer's anniversary date, an inequity exists if an Officer is hired in the earlier part of the year prior to May 1. That system requires the Officer to wait until his or her anniversary date rolls around, which may be many months after May 1. The impact of that system is not illusory on this bargaining unit—one Officer has an anniversary date in

---

32 Union Brief at 12.

33 Village Brief at 1.

34 *Will County Board and Sheriff of Will County* (Nathan, 1988) at 50 (the burden "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.").

35 Union Brief at 12. The inequity cited by the Union is that, for example, because wage increases are not individually effective until an Officer's anniversary date, an Officer hired on April 28th would not get the benefit of a wage increase generally effective on May 1 until that Officer's anniversary date, the following April 28th, while an Officer hired on May 3 would get the increase almost immediately. As a result, according to the Union, the earlier hired officer has to wait almost one year to get the benefit of the wage increase while the junior officer gets the increase immediately. Tr. 29-30.

March and six others have anniversary dates in April.[36] Therefore, those officers would not actually receive the benefit of a wage increase until 10 or 11 months after the May 1st effective date of the increase.[37]

However, this method of payment is the product of recent collective bargaining between the parties. In contracts prior to the recently expired Agreement, the Officers were paid increases under the system now sought by the Union. In the recently expired Agreement, the parties negotiated the current system linking all wage increases to the Officer's anniversary date and away from the system to which the Union now seeks to return.[38] Under the circumstances, the fact that the present method of paying increases was the product of the parties' recent negotiations weighs against any alleged inequity asserted by the Union. It must be assumed that in the negotiations for the last Agreement there was a *quid pro quo*—*i.e.*, that in exchange for agreeing to the present system of payment the Officers received something in return. It is not an interest arbitrator's function to undo all inequities, particularly those

---

36 Union Exhs. Tab 7 at 38.

37 One Officer has an anniversary date of April 25th. Union Exhs. Tab 7 at 38. Therefore, a wage increase effective May 1, 1995 would not apply to this individual until April 25, 1996—for all purposes, one year later.

38 Union President Merritt testified (Tr. 23):

> A. ... [A]t the current time we are only receiving payment on our anniversary date.
> Q. And how long have you been receiving payment or increase in salary along those lines?
> A. Three years under the old contract.
> Q. Prior to this contract were there collective bargaining agreements between the Village and the police officers?
> A. Yes, there was.
>
> * * *
>
> Q. What type of payment increase plan occurred in the earlier contract?
> A. It was an overall true step and grade system. Upon May 1st we would receive the new contract year payment and then on anniversary we would move into our proper step.

which exist as a result of the parties' prior negotiations. This process is often more about the balance of power between the parties than it is about money. It is not my function to change that balance of power merely because I subjectively view the result of the parties' prior negotiations as unfair.

In terms of the analysis then, because the Union seeks to change the previously negotiated method of payment, the burden is on the Union to justify the change. Because the Union agreed to this system in the prior Agreement, this factor must be weighted against the Union's proposal.

3. Comparability

The next step in the analysis is to compare the wage proposals with the wages paid in the communities found comparable to Algonquin.

The data offered by the parties for the communities found comparable to Algonquin shows the following[39]:

---

39 As with the comparability data (Table 1), several comments are in order. First, the parties' data differ in some respects. *Compare* Village Brief at 16 with Union Exh. 1 Tab 2 at 11-12. The wage data for Belvidere, Cary, Lake in the Hills, Lake Zurich, McHenry, Sycamore and Woodstock come from the collective bargaining agreements for those communities included in the Village's exhibits. Second, a number of the wage schedules for the communities for which I have contracts provide for higher wages for officers with more than 8 years of service. Because the maximum top out for Algonquin Officers will occur at the 8 year level (8 years under the Village's offer, 7 years under the Union's offer), with the exception of Barrington and Batavia (for which I do not have interim data), the relevant comparisons are based on the first 8 years of employment. I have, however, added a category to the table to reflect top pay and comparisons will also be made in that category. Third, with respect to Barrington and Batavia, I have not been provided data for those communities aside from the Union's starting and top salary figures. Union Exhs. Tab 2 at 12. Given that I can only work with what the parties give me, I must assume that data offered by the Union is uncontested. But, again, aside from starting and top pay rates, I do not have the interim steps for those communities. I therefore can make no actual comparisons for the interim years for Barrington and Batavia. Fourth, the wage figures for Sycamore are effective May 1, 1994. The parties did not provide a contract for Sycamore for wages effective May 1, 1995 when this comparison is made. The Union's offered data on Sycamore does not resolve the problem. The Union states that Sycamore officers receive a top salary of $34,857. Union Exhs. Tab 2 at 12. But the Sycamore contract shows that as of May 1, 1994, a 10 year officer in Sycamore received $35,970.77—a wage level well above that asserted by the Union. Village Exh. 1. Because all I can work with is what the parties have given me, I will use the May 1, 1994 wage levels for Sycamore. Fifth, with respect to Lake in the Hills, that contract provides for an hourly rate. *See* Village Exh. 1, Lake in the Hills Agreement at Appendix A. The parties have computed the annual salary based on a 2080 hour year. *Compare* Village Brief at 16 with Union Exhs. Tab 2 at 12. The Lake in the Hills contract pro-
[footnote continued on next page]

TABLE 6
WAGE OFFERS COMPARED TO COMPARABLE COMMUNITIES
(As of 5/1/95)

	Start	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	Top
Vill. Offer	27,002	28,621	30,339	32,158	34,088	36,133	38,301	40,598	42,221	42,221
U. OFFER	27,938	29,613	31,391	33,273	35,270	37,386	39,628	42,006	42,006	42,006
Barrington	31,939									45,843
Batavia	27,807									42,195
Belvidere	25,151	25,151	27,950	27,950	30,795	30,795	31,598	31,598	32,177	36,577
Cary	27,583	28,644	29,705	30,766	31,827	32,887	33,948	35,009	36,070	40,314
Lake/Hills	27,976	29,245	30,493	31,751	33,010	34,278	35,547	36,795	38,064	40,581
Lake Zurich	30,802	33,398	35,995	38,593	41,190	43,787	43,787	43,787	43,787	43,787
McHenry	27,475	29,074	30,979	32,910	34,540	36,171	37,801	39,431	41,061	43,457
Sycamore	24,807	29,933	31,690	32,704	33,704	34,551	34,834	35,118	35,403	35,971
Woodstock	28,325	29,454	30,334	31,233	32,150	33,089	34,048	35,028	36,030	42,557

In terms of ranking, the above data translates as follows:

TABLE 7
WAGE DATA RANKINGS
(low to high)

Start	1 year	2 years	3 years	4 years
Sycamore	Belvidere	Belvidere	Belvidere	Belvidere
Belvidere	**Vill. Offer**	Cary	Cary	Cary
Vill. Offer	Cary	Woodstock	Woodstock	Woodstock
McHenry	McHenry	**Vill. Offer**	Lake/Hills	Lake/Hills
Cary	Lake/Hills	Lake/Hills	**Vill. Offer**	Sycamore
Batavia	Woodstock	McHenry	Sycamore	**Vill. Offer**
Union Offer	**Union Offer**	**Union Offer**	McHenry	McHenry
Lake/Hills	Sycamore	Sycamore	**Union Offer**	**Union Offer**
Woodstock	Lake Zurich	Lake Zurich	Lake Zurich	Lake Zurich
Lake Zurich				
Barrington				

[continuation of footnote]
vides for two starting rates (with and without certification) differing by $3.83 per hour. Because it must be assumed that any certification requirement must be obtained for entry into the higher levels of pay in the contract, I have chosen the higher starting rate for comparison purposes. Variations in the computations between my calculations and the Village's for Lake in the Hills (Village Brief at 16) have been verified.

5 years	6 years	7 years	8 years	Top
Belvidere	Belvidere	Belvidere	Belvidere	Sycamore
Cary	Cary	Cary	Sycamore	Belvidere
Woodstock	Woodstock	Woodstock	Woodstock	Cary
Lake/Hills	Sycamore	Sycamore	Cary	Lake/Hills
Sycamore	Lake/Hills	Lake/Hills	Lake/Hills	**Union Offer**
Vill. Offer	McHenry	McHenry	McHenry	Batavia
McHenry	**Vill. Offer**	**Vill. Offer**	**Union Offer**	**Vill. Offer**
Union Offer	**Union Offer**	**Union Offer**	**Vill. Offer**	Woodstock
Lake Zurich	Lake Zurich	Lake Zurich	Lake Zurich	McHenry
				Lake Zurich
				Barrington

Examination of the above rankings shows that while at the lower end of the rankings for the start through 2 years categories, the Village's offer for the first year of the Agreement moves to the mid-range of the comparables for the 3 and 4 years categories and then further moves towards the top of the comparables for 5-8 years categories with a slight move downward at the 8th year, but still in the upper half for the top category.[40] The Union's offer is consistently towards the higher end of the comparables.[41]

Another factor must be considered. The years of service of the Officers in the bargaining unit place most of them into the higher pay categories.[42]

---

40 Indeed, in the first year of the Agreement (which is not true in the second year of the Agreement—*see* Tables 5, 6), the Village's offer *exceeds* the Union's offer in the 8 years and top categories.

41 The lack of data for the interim years for Batavia and Barrington does not change the analysis. Barrington is at the top of the comparables in the start and top pay categories substantially above the Village and Union offers. *See* Table 6. I can reasonably assume that in the years between start and top, neither of the parties' offers will exceed that paid by Barrington for that year. Therefore, Barrington should not come in between the parties' offers with a resultant further separation of the parties on the comparable rankings. Batavia, on the other hand, does fall in between the parties' offers in the start and top categories. If I assume that during the interim years Batavia maintains that position, the resultant rankings are not significantly skewed.

42 Union Exhs. Tab 7 at 38. Anniversary dates are as follows for the 16 listed Officers:
1986 - 1
1987 - 1

[footnote continued on next page]

Therefore, under the Village's offer, because the Village's offer places the Algonquin Officers at the higher end of the comparables for officers with longer lengths of service, wages for most of the Officers in the unit compare favorably to those of similar length of service in the comparable communities.

With respect to comparability then, the conclusion for the first year of the Agreement is that in terms of the monetary amounts corresponding to the parties' offers, the Village's offer does not adversely affect the majority of the bargaining unit and, indeed, places the more senior Officers towards the higher end of the comparable communities.[43]

4. Cost Of Living

Section 14(h)(5) of the IPLRA requires that I examine the cost of living. The Union concedes "that the Union's wage offer and Village's offer both exceed the current CPI-U ...."[44] Stated differently, the Village's offer—which exceeds the CPI-U—does not, by itself, detract from an Officer's efforts to keep pace with cost of living increases.

5. Overall Compensation

Section 14(h)(6) of the IPLRA requires that I look at overall compensation.

[continuation of footnote]

1988 - 2
1989 - 3
1990 - 3
1991 - 3
1992 - 1
1993 - 2

43 With respect to the second and third years of the Agreement, no meaningful comparability analysis can be made. The data offered by the parties for most of the comparable communities do not extend to 1996-97, or beyond. Further, because the Union has not sought a three year Agreement, I have nothing upon which meaningful comparisons can be made for 1997-98.

44 Union Brief at 14.

The Union argues that the Officers are paying high insurance premiums. For the sake of discussion, I will accept that proposition for purposes of this factor.[45]

But, the Officers in Algonquin receive other benefits. Those additional benefits are part of the overall compensation factor and, by their nature, also require examination of the other comparable communities.

A comparison to the other comparable communities shows the following:[46]

a. Vacations

With respect to vacations, the record shows the following:

TABLE 8
VACATIONS

Community/ Yrs	6 mo.	1	2	3	5	6	7	8	9	10	12	13	15	20	27
Algonquin	1	6	10		16						20				
Barrington	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Batavia	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Belvidere		5		10			15						20		
Cary		10				15						20	20[47]		
Lake in the Hills		10				15						20		25	30
Lake Zurich		10					15			16[48]					
McHenry		10							15				20	20[49]	
Sycamore		12						18					24		
Woodstock		10	12				15						20	25	

Examination of the above table shows that other comparable communities give more vacation days for the more junior officers. But, the table also shows that Algonquin Officers receive 16 and 20 days vacation well before any

---

45 Insurance is discussed *infra* at IV(C).

46 Village Exh. 1 Tab 1 at 12-16. Data was not provided for Barrington and Batavia. The data compilations offered by the Village have not been contested.

47 Plus one additional day per year to 25.

48 Plus one additional day per year to 25.

49 Plus one day per year to 25.

of the other comparable communities for which I have been given data. In terms of vacation, the more senior Algonquin Officers therefore fare well.

b. Days Off With Pay

There are other days off with pay[50]:

TABLE 9
DAYS OFF WITH PAY

Community/ Benefit	Sick Leave	Max.	Buy Back	Holidays	Personal	Birthday
Algonquin	10	120	yes	9	2	0
Barrington	--	--	--	--	--	--
Batavia	--	--	--	--	--	--
Belvidere	160	180	no	10	0	1
Cary	12	12	yes	8	3	0
Lake in the Hills	10	45	yes	9	3	0
Lake Zurich	12	120	no	17	2	0
McHenry	12	100	yes	8.5	3	0
Sycamore	9	120	yes	8	0	0
Woodstock	12	100	yes	12	0	0

Algonquin is at the lower end with respect to sick leave; in the middle with respect to maximum accumulation; is one of six which have a buy back plan; is in the mid-range on holidays; in the mid-range on personal days and, like all but one, does not offer birthday off.

With respect to these other days off, Algonquin therefore generally falls in the mid-range.

c. Total Days Off

I have also been given data for total days off over a 10 year period which shows the following:

---

50 For those communities having sick leave buy back plans, the amounts of leave subject to buy back vary.

TABLE 10
TOTAL PAID DAYS OFF OVER 10-YEAR PERIOD

Community	Total Days
Algonquin	243
Barrington	--
Batavia	--
Belvidere	210
Cary	230
Lake in the Hills	237
Lake Zurich	318
McHenry	233
Sycamore	229
Woodstock	250

With respect to total days off, Algonquin falls at the high end of the comparables.

d. Overtime

I have also been given data on overtime:

TABLE 11
OVERTIME

Community	Overtime Payment
Algonquin	Over 8 hour scheduled day
Barrington	--
Batavia	--
Belvidere	Over 160 hours within 28 day period; 12 hour shift; built in 8-hour per period; hours worked do not include sick time
Cary	Over 160 hours worked in 28 day period; does not include sick time
Lake in the Hills	8 1/2 hour day; 1 hour paid lunch' over 160 hours worked in 28 day period
Lake Zurich	Overtime paid after 82.3 hours; 15-day with 5 on 2 off, 5 on 3 off cycle; court or call-out paid at time and one half.
McHenry	Non-shift over 8 hours or 40 hours in 7 day period; over 171 hours in 28 day period
Sycamore	Over 8 hour scheduled day
Woodstock	Over 8 hour scheduled day

While the methods of payment vary, the most attractive to the employee is overtime after 8 hours. That is the benefit received by Algonquin Officers.[51]

6. Conclusion On The Wage Proposals

In sum, the above analysis shows the following factors:

First, with respect to the method of payment (*i.e.*, actual receipt of an increase is delayed until the Officer's anniversary date), the fact that the parties recently negotiated the present system away from the system that the Union now seeks weighs against the Union's efforts to change back to the prior system.

Second, with respect to comparability, the Village's offer for the first year of the Agreement does not adversely affect the majority of the bargaining unit and places the more senior Officers towards the higher end of the comparable communities.

Third, the Village's offer—which exceeds the CPI-U—does not, by itself, detract from an Officer's efforts to keep pace with cost of living increases.

Fourth, with respect to overall compensation (and comparing Algonquin to the comparable communities), in terms of vacation, the more senior Officers in Algonquin fare well; in terms of sick leave, holidays, personal days, and birthday entitlements, Algonquin generally falls in the mid-range; in terms of total days off, Algonquin falls at the high end of the comparables; and, in terms of overtime, Algonquin receives (from an employee's standpoint) the more favored overtime after eight hours.[52]

---

51 Under Article 5.4 of the prior Agreement, Officers received overtime pay for hours worked beyond 80 in a 14 day work schedule. Union Exhs. Tab 9. Under the new Agreement, the parties have agreed to overtime after 8 hours. Union Exhs. Tab 7.

52 The Village also offered data on other miscellaneous benefits. Village Exh. 1 at 16; Village Brief at 20. I find that those benefits are difficult to compare in many respects. Under
[footnote continued on next page]

Taking into account the above factors leads to the inescapable conclusion that the Village's offer on wages is reasonable and fair. Under the circumstances the Village's offer on wages must be selected.[53]

I noted earlier that for the sake of discussion I was going to assume that the insurance costs to the employees were high. But, when balanced against the above factors which support the selection of the Village's wage offer, that argument made by the Union cannot be persuasive to change the result.[54]

B. Length Of Agreement

While I have selected the Village's proposal on wages, I also have to address the length of the Agreement. I view that issue to be separate from the wage issue.

The Union seeks a two year Agreement while the Village seeks a three year Agreement.

The purpose of a longer Agreement is to provide stability. From a practical standpoint, the longer Agreement allows the parties to go about their business without having to spend enormous amounts of time and money devoted to negotiations and interest arbitrations.

But, on the other hand, this process is in large part premised upon certainty. Under the circumstances of this case, I do not believe that it would serve that interest to impose a three year Agreement as the Village seeks.

[continuation of footnote]
the circumstances, given the resolution on the wage issue, any favorable comparisons for the Village's position would be moot.

53 While selecting the Village's offer on wages, length of the Agreement is discussed *infra* at IV(B).

54 The Union argues that the "catch all" factor in Section 14(h)(8) supports its position. Union Brief at 5-6. I disagree. The quantifiable factors I have discussed leading to the conclusion that the Village's wage offer should be selected outweigh this factor.

I am certain about my conclusions concerning the first year of the Agreement. The evidence allowed me to make sufficient comparisons to the other communities and take into account the current cost of living information to conclude that the Village's wage offer was fair and reasonable. I was unable to make sufficient comparisons for the second year. But, given that the parties agreed that there should be at least a two year Agreement, I was required to select one of the two wage offers.

However, I have little upon which to make reasoned comparisons for a third year. Other communities are in negotiations. Contracts are expiring. It is difficult to predict the cost of living several years down the road. Based on what is before me, I am just not confident that the Village's offer for the third year will continue to be fair and reasonable.

Therefore, given the uncertainty of the third year information, under the circumstances of this case, I believe a two year Agreement is appropriate.

C. Health Insurance

Article 15.1 of the prior Agreement states:

> **ARTICLE XV**
>
> HOSPITALIZATION AND LIFE INSURANCE
>
> Section 15.1. Hospitalization:
>
> The Village shall continue to provide hospitalization coverage at no cost to each eligible employee for individual coverage. The terms of the hospitalization program shall be exclusively controlled by the plan documents, and police officers shall be provided with the same coverage provided to non-Union personnel at the Village.

While currently employees do not pay for individual insurance coverage, they do pay $98.00 per month for single plus one person coverage and $186.00 per month for family coverage.

The Union seeks to change the current insurance provisions. The Village seeks to maintain the *status quo*.

According to the Union[55]:

> The Union's position regarding insurance contribution calls for a two-fold departure from current practice. First, the Union proposes a decrease in the extremely high individual contribution for health insurance currently required of each covered police officer with a family. Second, the Union proposes a "freeze" in that contribution, setting the contribution for "single plus one" coverage at $65.00 per month and for family coverage at $130.00 per month, for the duration of the pending Collective Bargaining Agreement."

According to evidence offered by the Union, the amount of contributions beyond single coverage are subject to fluctuating increases depending on changes in premiums or insurance carriers; those increases have, in fact occurred over the years (ranging from four to more than six percent); and the impact on the bargaining unit becomes more significant as Officers grow older, their family circumstances change, and more insurance coverage is needed.[56]

The insurance plans for the comparable communities vary immensely in terms of coverage, contributions, deductibles, etc.[57] It is therefore difficult to make meaningful specific comparisons.

But, this issue is resolved on other grounds. First, for reasons discussed above, the burden to justify the change is on the Union. Second, the Village has, for the year, frozen the contributions for the employees. There will be no further immediate increases.[58] To that extent, the concern over further esca-

---

55 Union Brief at 20-21.

56 Tr. 44-49.

57 Village Exh. 3; Union Exhs. Tab 5.

58 According to Union President Merritt (Tr. 44):

Q. Historically speaking, have your expenses for contribution to health insurance increased over the years?
A. Every year except the year we decided to go to arbitration.
Q. So, for this current year there has been no increase in health insurance premiums?
A. That's what we have been advised.
Q. Has it kicked in yet?
A. That's correct, yes.

lating costs is not present. Third, I have previously determined that a two year Agreement as sought by the Union is appropriate. Therefore, the parties will shortly have the opportunity to address the issue between themselves at the bargaining table.

Given that the burden is on the Union, the freeze imposed by the Village on further increases in premiums for the year, and the relatively short length of the remainder of the Agreement, I cannot say that the Union has carried its burden for me to adopt the change. The Village's offer on insurance shall therefore be adopted.

D. Special Duty Pay

The Union seeks special duty pay for Investigators and the Canine Officer. The Village opposes those payments. The Officers presently do not have this benefit.

1. Investigators

The Union seeks an annual $500 per year stipend for Officers assigned to the position of Investigator. The Village opposes that stipend.[59]

The comparable communities pay for investigators as follows[60]:

TABLE 12
SPECIALTY PAY FOR INVESTIGATORS IN COMPARABLE COMMUNITIES

Community	Payment
Algonquin	none
Barrington	none
Batavia	none
Belvidere	none
Cary	none
Lake in the Hills	none
Lake Zurich	$1000/year
McHenry	$750/year
Sycamore	$300/year
Woodstock	5% of annual salary

59 There are two investigators. Tr. 145-146.

60 Village Exh. 1 Tab 1 at 11; Union Exhs. Tab 3 at 2.

Therefore, four of the comparable communities have the benefit and five do not.

This is a new benefit sought by the Union. Again, the burden to justify receipt of the benefit therefore rests with the Union. The Union has not met its burden.

The fact that five of the nine comparable communities do not have the benefit does not, by itself end the discussion. These kinds of decisions are not made by keeping a scorecard.

Rather, it appears relevant (and because I am statutorily required to look at comparable communities as well as overall compensation) to look at the communities who do not have the investigators' stipend benefit (Barrington, Batavia, Belvidere, Cary and Lake in the Hills) and determine whether the other wages and benefits received by officers in those communities sufficiently exceed the wages and benefits of the Algonquin Officers. It would therefore follow that if there was a pattern of greater wages and benefits in the comparable communities that do not pay a stipend for investigators, then the Officers in Algonquin lag behind those communities and the Union could justify an increased benefit in this area. However, that comparison does not favor the Union's offer.

In terms of wages, Barrington pays more than Algonquin.[61] However, there is no discernible pattern of greater wages than Algonquin for the other communities who do not have an investigators' stipend. Batavia is higher than Algonquin at the start but lower at the top categories. Belvidere is lower

---

61 Tables 6, 7.

than Algonquin in all categories. Cary is higher than Algonquin at the start and one year categories, but lower in all of the other categories. Lake in the Hills is higher in the start, 1 and 2 years categories, but then lower than Algonquin in the rest of the categories.

Therefore, with respect to wages, it does not follow that those communities who do not pay an investigators' stipend have higher wages.

With respect to other benefits, the same conclusion is drawn. There is no discernible pattern of higher benefits than Algonquin in those communities who do not pay the investigators' stipend.[62] The comparisons are really scattered. Depending upon the year plateaus in the given benefit, Algonquin has greater or lesser benefits than the other communities who do not pay the investigators' stipend.

I therefore have no basis upon which to justify the new benefit sought by the Union for Investigators. The Union's burden has not been met. The Village's offer is adopted.

2. Canine Officer

The Union also seeks a $500 annual stipend for the Canine Officer. The Village opposes that benefit.

The Canine Officer is a voluntary position. The Officer in that position spends 15 minutes per work day (30 minutes on days off) caring and feeding the dog.[63] The Village pays for one day of training per month, the dog's food, medical attention and all items needed by the dog (leads, toys, etc.). The

---

62 Tables 6, 8-11.

63 Union Exhs. Tab 3 at 5.

Village lodges the dog when the Officer is out of town or unable to care for the dog and provides a specially equipped patrol car.[64]

Of the comparable communities, only Lake in the Hills has a similar position. That individual receives a stipend.[65]

Clearly, although voluntary, the Canine Officer is providing services to the Village for which he is not being compensated. The caring for a dog is a 24 hour responsibility. The other comparable community that has a similar position pays a stipend. The Union's burden has been met. The Union's offer is adopted.[66]

E. Field Training Officer/Additional Compensation

Appendix A of the prior Agreement states, in relevant part:

> Field Training Officers
>
> From the date of signing of this Agreement and continuing through the expiration date of this Agreement, each Field Training Officer shall receive four (4) additional vacation days upon the successful completion of the new officer's training. The additional vacation days shall be scheduled and used upon approval by the Chief.

The parties disagree as to what the *status quo* is. This dispute is summed up by the Village as follows[67]:

> The parties disagree as to the compensation of a field training officer. The Village wishes to maintain the status quo and follow the previous contract whereby each field training officer training a new recruit would re-

---

64 Tr. 124-125; Village Brief at 24.

65 Tr. 76-77; Village Brief at 24; Union Brief at 18. That individual receives eight hours of pay—approximately $150.

66 It is irrelevant that the comparable community of Lake in the Hills pays less of a stipend than the amount sought by the Union. The amount of the stipend was not an issue. The dispute was over the entitlement to the stipend. Because I am required to pick one of the offers, and because the Union's offer has been chosen, I have no choice but to require the $500 payment. In any event, $500 per year for a 365 day per year responsibility comes down to $1.37 per day. That is a reasonable request for compensation.

The fact that the Canine Officer may enjoy the companionship of the dog is irrelevant. There is no basis to deny compensation to an employee because the employee enjoys the work.

67 Village Brief at 25.

> ceive 4 days of vacation for each new recruit except when there are 2 field training officers (i.e., a primary, full-time officer and a secondary full-time officer) assigned to one recruit, then each field training officer shall receive 2 days vacation. Under the Union's final offer, each field training officer would receive 4 days of vacation regardless of the number of field training officers assigned to only one recruit. The Union claims this is the status quo.

The Union views the dispute as follows[68]:

> Contradictory testimony was presented with respect to the current practice of paying Field Training Officer[s] employed by the Algonquin Police Department.

The dispute crystallized when two Officers were used for training and both received four days of vacation. Although payment was made in accord with the manner in which the Union views the language as operating, the Village claims that payment was a clerical error and only two vacation days should have been granted.[69]

This dispute is not a question of contract *formulation*. Rather, this dispute is over contract *interpretation*. Is the language of Appendix A clear and unambiguous entitling all officers performing the function to four days of vacation? If not clear, what, if anything, does parole evidence show concerning the parties' intent when the language in the Appendix was formulated? Is there a past practice?

The bottom line is that the parties disagree as to the *meaning* of the Field Training Officer provisions. This dispute must therefore be resolved through the grievance/arbitration procedure under Article XI of the Agreement and not through the interest arbitration process.

---

68 Union Brief at 19.

69 Tr. 42, 117-118; Village Brief at 25.

F. Retroactivity

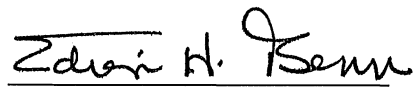
I agree with the Union that the provisions of the new Agreement shall be retroactive to the expiration of the predecessor Agreement. No party should be penalized for going through this process in good faith.

V. CONCLUSION

In sum, the following is awarded:

ISSUE	OFFER ADOPTED
1. Wages	Village offer (6% per year, 1% step increase, payable on an Officer's anniversary date).
2. Length of Agreement	Union offer (2 years).
3. Health Insurance	Village offer (*status quo*)
4. Investigators' Special Duty Pay	Village offer (no additional compensation).
5. Canine Officer's Special Duty Pay	Union offer ($500 per year).
6. Field Training Officer Compensation	Not a subject for interest arbitration. Remanded to the parties to process as a grievance.
7. Retroactivity	Per Union request to expiration of last Agreement.

The matter is now remanded to the parties to draft contract language consistent with the findings made herein. Jurisdiction shall be retained to resolve any disputes concerning that language. With respect to the Field Training Officer compensation dispute, absent agreement by the parties, that matter must be handled under the grievance/arbitration process under Article XI of the Agreement.



Edwin H. Benn
Arbitrator

Dated: April 27, 1996