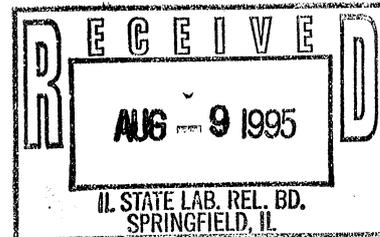


ILRB
#126

IN THE MATTER OF THE INTEREST ARBITRATION

BETWEEN

EMPLOYER
VILLAGE OF MT. PROSPECT
MT. PROSPECT, ILLINOIS
COOK COUNTY, ILLINOIS



AND

UNION
METROPOLITAN ALLIANCE OF POLICE, IND;
CHAPTER #84

ISLRB CASE NO. S-MA-95-90

FINDINGS AND AWARD

PURSUANT TO
THE ILLINOIS PUBLIC LABOR RELATIONS ACT
as Amended Effective January, 1992
(Ill.Rev.Stat. 1991, Ch. 48, pars. 1601 et. seq.)
[5 ILCS 315]

Rendered By:

GEORGE EDWARD LARNEY
Sole Interest Arbitrator

August 7, 1995
Chicago, Illinois

IN THE MATTER OF THE INTEREST ARBITRATION

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MT. PROSPECT, ILLINOIS
COOK COUNTY, ILLINOIS

AND

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METROPOLITAN ALLIANCE OF POLICE, IND;
CHAPTER #84

ISLRB CASE NO. S-MA-95-90

IMPASSE ISSUES

- DURATION OF CONTRACT
- STEP STRUCTURE OF SALARY SCHEDULE
- PAY INCREASE AND ADDITIONAL CASH PAYMENT
- HEALTH INSURANCE-EMPLOYEE CONTRIBUTION FOR PRESCRIPTION DRUGS

FINDINGS AND AWARD

I. PRELIMINARY INFORMATION

CASE PRESENTATION-APPEARANCES

EMPLOYER

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411 East Wisconsin Avenue
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Milwaukee, Wisconsin 53202-4470
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UNION

JOSEPH R. MAZZONE
Attorney
SCHENK, DUFFY, QUINN,
McNAMARA, PHELAN, CAREY
& FORD, LTD.
58 North Chicago Street
Suite 200
Joliet, Illinois 60431
(815) 727-9215

CHRONOLOGY OF RELEVANT EVENTS

Date Prior Collective Bargaining Agreement Expired	April 30, 1995
By Letter Dated June 19, 1995, Counsel for the Union, Joseph Mazzone Notified this Arbitrator of His Mutual Selection to Serve as Sole Interest Arbitrator Regarding the Contract Issues at Impasse; Date Letter Received by the Arbitrator	June 20, 1995
Arbitration Hearing Held as Scheduled	July 27, 1995
As the Parties Deemed it Unnecessary to File Post-Hearing Briefs Detailing Their Respective Positions on the Impasse Issues, the Case Record Was Declared Officially Closed at the Conclusion of the Arbitration Hearing; Date Case Record Closed	July 27, 1995

AUTHORITY TO ARBITRATE

ILLINOIS PUBLIC LABOR RELATIONS ACT (IPLRA) - January, 1992
 (Ill.Rev.Stat. 1991, Ch. 48, pars. 160 et. seq.) [5 ILCS 315]
 Section 14, Security Employee, Peace Officer and Fire Fighter
 Disputes

RULES AND REGULATIONS (effective September 13, 1993)
 Title 80: Public Officials and Employees
 Subtitle C: Labor Relations
 Chapter IV: Illinois State Labor Relations Board/
 Illinois Local Labor Relations Board

Part 1230: Impasse Resolution

Subpart B: Impasse Procedures for Protective Services Units
 Sections: 1230.70; 1230.80; 1230.90; 1230.110
 Covering Compulsory Interest Arbitration

LOCATION OF HEARING

Mt. Prospect Village Hall
 Mayor's Conference Room - 2nd Floor
 100 South Emerson
 Mt. Prospect, Illinois
 (708) 392-6000

PERSONS IN ATTENDANCE AT HEARINGFOR THE EMPLOYER

MICHAEL JANONIS
 Village Manager

DAVID STRAHL
 Assistant Village Manager

DAVID JEPSON
 Finance Director

RON PAVLOCK
 Police Chief

THOMAS DALEY
 Deputy Police Chief

FOR THE UNION

RICHARD TRACY
 President, Chapter 84

HARRY MOSER
 Vice President, Chapter 84

ANDY R. TOTH
 Treasurer, Chapter 84

MICHAEL SEMKIU
 Secretary, Chapter 84

II. WAIVERS

The Parties agreed to the following waivers:

1. There would be no Interest Arbitration Panel as provided for under IPLRA and the neutral arbitrator would function as the Sole Interest Arbitrator.
2. There would be no formal transcript of the arbitral proceedings as provided for under IPLRA.

III. INTRODUCTION

At the very outset of what was scheduled to be a formal interest arbitration hearing, the Arbitrator offered, and the Parties accepted, to submit to mediation, in their continuing attempt to resolve the issues at impasse on their own. The Arbitrator was briefed by each Party in private caucus regarding its position on each of the impasse issues along with the rationale accompanying

each position including any supportive evidence or data. The Arbitrator notes for the record there was no disagreement between the Parties as to the issues deemed to be at impasse. The Arbitrator was also apprised by each Party privately as to the issues that had been tentatively agreed to and, again, there was no disagreement between the Parties as to the identification of these issues and the terms that had been mutually agreed upon. The Parties agreed that if mutual agreements could not be effected on the impasse issues through mediation, then a final resolution on each issue would be determined by the Sole Interest Arbitrator, taking into account their respective positions but not necessarily being bound to any articulated last and final offers. What follows are the determinations by the Arbitrator as to what shall constitute final and binding terms resolving the issues at impasse.

IV. IMPASSE ISSUES

Of the four (4) issues, the Parties identified as being at impasse, one is non-economic in nature and the other three (3) are economic in nature. The issues are as follows:

A. NON-ECONOMIC ISSUE

1. Duration of Contract

B. ECONOMIC ISSUES

1. Step Structure of Salary Schedule
2. Pay Increase and Additional Cash Payment
3. Health Insurance - Employee Contribution for Prescription Drugs

V. INTEREST ARBITRATOR'S RESPONSIBILITY

Under the provisions of Section 14(g) of the IPLRA, it is the responsibility of the sole interest arbitrator to adopt the last offer of settlement, which, in the Arbitrator's opinion, more nearly complies with the applicable factors prescribed in Sub-section 14(h). However, as noted in the preceding Introduction section, Section III, the Parties agreed to have the Arbitrator resolve the impasse issues, taking into account their respective positions on the issues but without necessarily yielding a last final offer. Although no formal last final offers were articulated, nevertheless, the Arbitrator has evaluated the Parties' positions on the impasse issues based on the following eight (8) criteria set forth in Sub-section 14(h):

- (1) The lawful authority of the arbitrator.
- (2) Stipulations of the parties.
- (3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (A) In public employment in comparable communities.
 - (B) In private employment in comparable communities.
- (5) The average consumer prices for goods and services, commonly known as the cost of living.
- (6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
- (7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the 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.

VI. FINDINGS

A1 DURATION OF CONTRACT

At various times in negotiations, the Parties had considered contracts of two (2), three (3) and even four (4) years in duration, but each option depended upon finding a mutually acceptable economic package. The Arbitrator finds, based upon his determinations on the economic issues and the fact that collective bargaining agreements of two (2) years duration are fairly common in the public sector generally and among police departments in particular, that the successor Contract to the 1992-95

Agreement shall be of two (2) years duration and shall be on the fiscal year cycle of May through April.

B1 STEP STRUCTURE OF SALARY SCHEDULE

The Employer proposed adding a sixth (6) step to the salary schedule, whereas the Union proposed retaining the five (5) step schedule.

The Arbitrator, in evaluating both positions, determines there is sufficient evidence to support the Union's position with respect to the officers currently on the payroll while, at the same time, there is sufficient justification to support the Employer's position with respect to those officers now at the Academy and those who will be newly hired during the term of this successor Agreement. Therefore, the salary schedule shall be bifurcated into two (2) schedules, Salary Schedule A, which shall retain the present five (5) step structure, and Salary Schedule B, which shall consist of six (6) steps.

B2 PAY INCREASE AND ADDITIONAL CASH PAYMENT

The Employer submitted evidence showing that of the average starting pay and average top pay for officers (patrolman) in nineteen (19) communities surrounding Mt. Prospect, the starting pay for a Mt. Prospect Patrolman has lagged behind the average, whereas the top pay has exceeded the average.¹ Although the Parties were not

¹ The nineteen (19) communities used for comparative purposes are as follows (in alphabetical order).

Arlington Heights
Buffalo Grove
Des Plaines
Downers Grove
Glenview

Oak Park
Palatine
Park Ridge
Prospect Heights
Rolling Meadows

Hoffman Estates
Lombard
Morton Grove
Niles
Northbrook

Schaumburg
Skokie
Wheaton
Wheeling

The Arbitrator notes the Union did not contest any of these communities on grounds of non-comparability.

substantially apart with respect to the percentage increase in pay they each advocated, both Parties presented convincing rationale for their respective positions. On this issue, the Arbitrator determines that both positions can be accommodated by the following across-the-board percentage increases plus additional cash payments applicable to both Salary Schedules "A" and "B" effective on the following dates:

<u>5/1/95-4/30/96</u>	<u>5/1/96-9/30/96</u>	<u>10/1/96-4/30/97</u>
3% increase	2% increase	2% increase

CASH PAYMENT

Upon Execution of Agreement	\$275.00
5/1/96	\$300.00

B3 HEALTH INSURANCE - EMPLOYEE CONTRIBUTION FOR PRESCRIPTION DRUGS

As part of the health insurance benefit, covered employees utilize a prescription card for filling prescribed medication wherein they pay a deductible of three dollars (\$3.00) each time they fill a prescription. The Employer sought to raise this deductible to five dollars (\$5.00) effective beginning the first year of the Agreement (5/1/95 - 4/30/96) and to seven dollars (\$7.00) effective beginning the second year of the Agreement (5/1/96 - 4/30/97). The Union sought to maintain the status quo of a three dollar (\$3.00) deductible.

The Arbitrator is persuaded from his evaluation of the other concessions made by both parties in their overall negotiations, that there is substantial justification for retaining the status quo of a three dollar (\$3.00) deductible, and that this deductible shall be in effect for each year of the Contract.

It is understood that the foregoing determinations in addition to all issues tentatively agreed to prior to the convening of this interest arbitration shall be incorporated into the existing provisions of the preceding 1992-95 Agreement that were left unchanged to constitute the successor 1995-97 Agreement.

VII. AWARD

Based on the rationale set forth in the preceding Findings section, the Arbitrator directs implementation of the following Award:

- CONTRACT DURATION

May 1, 1995 through April 30, 1997

- STEP STRUCTURE OF SALARY SCHEDULE

The present five (5) step salary schedule shall be known as Salary Schedule "A" and shall be applicable to Officers presently on the payroll.

A second salary schedule consisting of six (6) steps shall be established, known as Salary Schedule "B" and shall be applicable to the Officers presently attending the Academy and Officers newly hired during the term of this Agreement and thereafter.

- PAY INCREASE AND ADDITIONAL CASH PAYMENT

PAY INCREASE

The following across-the-board percentage pay increases shall be applicable to both Salary Schedules "A" and "B" and shall be effective at the following times:

<u>5/1/95-4/30/96</u>	<u>5/1/96-9/30/96</u>	<u>10/1/96-4/30/97</u>
3% increase	2% increase	2% increase

CASH PAYMENT

In addition to the awarded pay increases, the following two (2) cash payments shall be disbursed effective:

Upon Execution of Agreement	\$275.00
5/1/96	\$300.00

• HEALTH INSURANCE - PRESCRIPTION CARD DEDUCTIBLE

The following prescription card deductible shall be paid by the employee:

5/1/59 - 4/30/96

5/1/96 - 4/30/97

\$3.00 each prescription

\$3.00 each prescription

It is understood that generic prescriptions shall be utilized when appropriately available.

GEORGE EDWARD LARNEY
Sole Interest Arbitrator

Chicago, Illinois
August 7, 1995