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BEFORE
EDWIN H. BENN
ARBITRATOR

JUL 26 1999

In the Matter of the Arbitration

between

VILLAGE OF OAK PARK, ILLINOIS

and

**ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

CASE NO.: S-MA-98-62
Arb. Ref. 98.340
(Interest Arbitration)

OPINION AND AWARD

APPEARANCES:

For the Village:

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For the FOP:

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Place of Hearing:

Oak Park, Illinois

Date of Hearing:

December 21, 1998

Dates Briefs Received:

February 8, 1999 (Village); February 11, 1999
(FOP)

Date of Award:

July 24, 1999

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I. ISSUE

The only issue before me is the percentage wage increase to be paid to the Village's Communications Operators effective January 1, 1998 and January 1, 1999.¹

II. THE PARTIES' POSITIONS

The FOP seeks a 4% wage increase for 1998 and 1999. The Village urges a 3% increase for 1998 and a 3.25% increase for 1999.²

III. THE 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 Stipulations, Jt. Exh. 3 at 5(a). The FOP's proposal to modify the personal leave entitlement and the Village's proposal to modify the sick leave entitlement were withdrawn by the parties. See Jt. Exh. 3 at pars. 5(b), (c). FOP Brief at 3, notes 3, 4; Village Brief at 1.

The parties agreed that I have jurisdiction to hear this dispute and waived the tripartite panel. Jt. Exh. 3 at pars. 1, 3.

² FOP Exh. Book 1, Final Offer; FOP Brief at 5; Village Final Offer; Village Brief at 1,

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

sideration 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.

IV. DISCUSSION

In its Brief, the Village mainly focuses upon four areas in arguing for the adoption of its wage offer: (1) external comparability; (2) internal comparability; (3) overall compensation and (4) the FOP's failure to compromise its offer.

Under the facts presented and the arguments made, and giving the Village the benefit of the doubt by accepting the facts as argued by the Village, the FOP's offer must be adopted.

A. External Comparability

The parties did not agree on a complete list of comparable communities.³ The parties did agree, however, that Oak Lawn, Des

³ The Village offered Cicero, Oak Lawn, Wheeling, Des Plaines, Orland Park, Berwyn, Downers Grove, Skokie, Evanston, Woodridge and Riverside as comparable communities. Vil. Exh. 2. The FOP countered with Des Plaines, Downers Grove, Oak Lawn, Skokie, Elmhurst, Hoffman Estates, Lombard, Mount Prospect, Palatine, Wheaton and Bolingbrook as comparable communities. FOP Brief at 10; FOP Exh. Book I at Comparable Development tab. The FOP also explored the appropriateness of DuComm and N.W. Central. FOP Exh. Book I at DuComm and N.W. Central tab.

Plaines, Downers Grove and Skokie were comparable to Oak Park.⁴

The Village candidly concedes that "employee salaries typically lag behind other comparable communities" and "these jurisdictions [Oak Lawn, Des Plaines, Downers Grove and Skokie] generally exceed wages paid in the Village" [emphasis added]. Village Brief at 3, 11. Given those concessions, it is not necessary for me to construct detailed tables and charts as I have in other cases to determine a reasonable set of comparable communities and then to compare wage and benefit offers to those paid in other comparable communities.⁵

Again, the Village concedes that with respect to wages, "employee salaries typically lag behind other

⁴ See note 3, *supra*. Village Brief at 11 ("The Village and the Union agree on four external comparables: Oak Lawn, Des Plaines, Downers Grove, and Skokie."). Other communities offered by the parties may well be comparable to Oak Park. However, for the purpose of this discussion, I need go no further than the agreed upon comparables of Oak Lawn, Des Plaines, Downers Grove and Skokie.

⁵ See *Village of Streamwood*, S-MA-89-89 (1989); *City of Springfield*, S-MA-89-74 (1990); *City of Countryside*, S-MA-92-155 (1994); *City of Naperville*, S-MA-92-98 (1994); *Village of Libertyville*, S-MA-93-148 (1995); and *Village of Algonquin*, S-MA-95-85 (1996). See generally, Benn, *A Practical Approach to Selecting Comparable Communities in Interest Arbitrations under the Illinois Public Labor Relations Act*, The Illinois Public Employee Relations Report (Kent College of Law, Vol. 15, number 4 (Autumn, 1998)).

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comparable communities". Village Brief at 3. The Village has also conceded that the FOP's offer, if implemented, will not skewer the employees' position with respect to other comparable communities. According to the Village, [n]either the Village's nor the Union's offer drastically changes the Village's standing

among comparable communities." Village Brief at 14 [emphasis added]. Thus, under *either* offer, the employees will remain at the low end of the comparables. The extent of that positioning is shown by the following table comprised of data taken from Village Exh. 3:

1998 WAGES

Municipality/ Averages	Step A Start	Step B After Prob.	Step C After 12 mos.	Step D After 24 mos.	Step E After 36 mos.	Step F After 48 mos.	Step G After 60 mos.	Step H After 72 mos.	Max.
Des Plaines	30,956	32,381	33,869	35,429	37,057	38,761	40,666	40,666	42,559
Downers Grove	30,491	30,491	31,713	32,982	34,300	35,672	35,672	35,672	40,131
Oak Lawn	31,368	31,368	37,704	39,252	39,252	39,252	39,252	39,252	43,886
Skokie	32,032	33,534	35,318	37,086	38,938	40,914	41,933	41,933	41,933
Avg. of Comps.	31,212	31,944	34,651	36,187	37,387	38,650	39,381	39,381	42,127
Village (3 %)	27,434	28,218	29,915	31,084	32,334	33,606	34,792	36,093	36,093
Village below comp. avg.	3,778	3,726	4,736	5,103	5,053	5,044	4,589	3,288	6,034
FOP (4%)	27,701	28,492	30,206	31,386	32,648	33,932	35,130	36,443	36,443
FOP below comp. avg.	3,511	3,452	4,445	4,801	4,739	4,718	4,251	2,938	5,684

From this chart (which was compiled based on data offered by the Village), it is apparent that with respect to wages, Communications Operators in Oak Park are significantly underpaid when compared to those other comparable communities which have been agreed to by the parties.⁶ Just a cursory review shows that under either offer, the

Communications Operators are by far the lowest paid of the comparable communities.⁷ The differences are quite significant. When examined based on individual communities or based upon average wages of the comparable communities, the Oak Park Communications Operators are paid below the comparable communities by *thousands* of dollars per year, amounting to dou-

⁶ Only 1998 data have been examined. The 1999 data offered by the Village only provide information for Oak Lawn. See Village Exh. 3 at 2.

⁷ The one exception is at the 72 month step. Both offers exceed Downers Grove at that step.

ble digit percentages. See the above chart at "Village below comp. avg" and "FOP below comp. avg." Again, the Village recognizes this fact. The Village has conceded that "employee salaries typically lag behind other comparable communities".

External comparability therefore favors the FOP's position. Compared to other employees in comparable communities agreed to by the parties, with respect to wages, the Communications Operators are significantly underpaid.⁸

B. Internal Comparability

Internal comparability does not help the Village's position. According to the Village (Village Brief at 6-7), for 1998, two police units (patrol officers/detectives and sergeants/lieutenants) have negotiated 4% across the board increases while retaining a step system and four other units negotiated across the board increases ranging between

3% and 3.25%. For 1999, the two police units received 4% and four other units received from 3% to 3.5%. The Village also refers to the Water and Sewer employees who received 3.25% in 1998 and 3.5% in 1999. Further, according to the Village, three other contracts requiring a merit based wage plan called for wage increases between 2.5% and 4% and the crossing guards contract (through 1998) called for increases between 2% and 4%. The evidence indicates that the Fire Command Lieutenants received 3.25% in 1998 and 1999 while the Firefighters and Paramedics are in the arbitration process. See Village Exh. 1.

There is no pattern of internal comparability that weighs towards the Village's offer. The Village has granted a range of increases to other groups of employees. Indeed, the Village concedes that in other units employees have received the same 4% sought by the FOP. Internal comparability is thus not inconsistent with the FOP's offer seeking 4%.⁹

⁸ Because I have examined the comparables agreed to by the parties, and have taken into account the Village's concession that "employee salaries typically lag behind other comparable communities", the Village's argument (Village Brief at 10) that DuComm and North West Central do not provide a valid comparison to the Village need not be addressed. I have not considered those entities as comparable. As with the other communities over which the parties disagree, I express no opinion on whether they are comparable. In this case, there is no need to do so.

⁹ The Village's argument that the internal pattern is that the "... police and fire units ... traditionally receive highest percentage increases" is not persuasive. Be it merit, across the board or through steps, the Village does not have an established internal parity amongst the various employee groupings and has afforded other employees on its rolls with the same percentage in-

[footnote continued]

C. Overall Compensation

The Village argues "the communications operators' overall compensation tempers the wage discrepancy between the Village and other jurisdictions." Village Brief at 11. The Village correctly argues (*id.*) that Section 14(h)(6) of the Act requires that I consider the Communications Operators' overall compensation ("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 employ-

[continuation of footnote]

crease sought by the FOP. There is no internal wage pattern that must be kept.

The fact that Communications Operators are not sworn commissioned officers (Village Brief at 9) does not change the result. Internal comparability for wage purposes examines how a public employer compensates other groups of employees. I have considered the other employee groups in the Village. There is nothing which substantiates the Village's argument that Communications Operators should be receive less of a percentage increase than sworn or commissioned employees, particularly where other non-sworn employees can receive that same percentage increase given to sworn employees. As noted in the Village's Brief at 7, building maintenance workers, electricians and crossing guards are not sworn or commissioned, but they can receive up to 4%. There is no reason based on internal comparability why Communications Operators cannot receive 4% — particularly when the external comparability analysis shows those employees are so underpaid. See Discussion, *supra* at IV(A).

ment and all other benefits received").

The Village (Village Brief at 11-12) focuses upon sick leave and personal leave. According to the Village (Village Brief at 11), Communications Operators receive between 12 and 65 sick leave days per year which exceeds the other comparable communities.¹⁰ With respect to personal leave, the Village argues (Village Brief at 12) that it provides a "comparatively favorable" personal leave plan.¹¹

¹⁰ Specifically, according to the Village (Village Brief at 11-12):

For instance, the communication operators receive between 12 and 65 sick leave days per year. No other jurisdiction comes close to rivaling the communication operators sick leave plan. Oak Law's collective bargaining agreement does not include a sick leave provision (U. Exh. Book 1, "Sick Leave" Tab). The three other comparable communities—Des Plaines, Downers Grove and Skokie—provide one day of sick leave per month regardless of the employee's length of service. Put another way, a Village communications operator with no experience earns the same amount of sick leave as a veteran employee in comparable jurisdictions. Likewise, a Village communication operator with five years experience accrues more than five times as much sick leave as employees in other communities. Clearly, the communications operators' sick leave far exceeds the sick leave benefit provided by comparable communities.

¹¹ Specifically, according to the Village (Village Brief at 12 [footnote omitted]):

The Village also provides a comparatively favorable personal leave plan. Village communications op-

[footnote continued]

For the sake of discussion, I will assume that the Communications Operators' sick leave and personal leave benefits are similar or better than the comparable communities. But, this is a weighing and balancing process. The discussion above concerning external comparability shows that the Communications Operators are at the very bottom of the comparables earning thousands of dollars per year below similar employees in other comparable communities. See Discussion at IV(A), *supra*. Further, from an internal comparability standpoint, there are employees within the Village who have received the same percentage increase sought by the FOP for the Communications Operators. See Discussion at IV(B), *supra*. Those factors weigh very heavily towards the FOP's offer.

If the Village is going to counter the virtual steamroller against its

position established by the external and internal comparables, then it must demonstrate that these other benefits — *e.g.*, sick and personal leave (or others) — are so good that the bottom line of total compensation drastically changes the positioning of the Communications Operators when compared to similar employees in other jurisdictions or to other employee groups within the Village. The Village has not done that.

With respect to the external comparables, given that the Communications Operators are at the very bottom of the stack and thousands of dollars per year below other jurisdictions, better sick leave and personal leave has not been shown to catapult the Communications Operators to a position above those other jurisdictions or to move them up in any inordinate fashion in terms of total compensation. In terms of internal comparables, the Village asserts (Village Brief at 4) that “[t]he Village’s collective bargaining agreements with [its] thirteen units provide highly *similar* benefits” [emphasis added]. As stated by the Village (*id.* at 4-5), “... the communication operators’ sick leave plan *parallels* other Village units ... [and] is identical, or nearly identical to

[continuation of footnote]

erators enjoy three personal leave days per year, regardless of seniority. The Village's personal leave plan again exceeds the agreed comparables of Oak Lawn and Downers Grove, communities that do not provide personal leave days. Finally, the Village's personal day allotment compares favorably with Des Plaines employees. Des Plaines operators do not receive three personal days until the employee reaches 13 years of service. Thus, the Village's personal day plan meets or exceeds the policies of comparable jurisdictions.

eight other Village units" [emphasis added]. The Village also discussed vacations noting that (*id.* at 5-6) "[f]ive other Village bargaining units adhere to an *identical* vacation schedule" [emphasis added], but the Communications Operators exceeded other units.

With these assertions, the Village has shown that internally, employees receive basically the same benefits and perhaps the Communications Operators receive a little better in some areas. That showing does not justify keeping the Communications Operators from receiving the same kind of percentage increase received in some of the other employee groups within the Village and comes nowhere near the level of a showing necessary to negate the substantial disparity shown by the external comparables.

D. The FOP's Uncompromising Position

Finally, the Village argues that the Union did not compromise its offer. Village Brief at 13 ("... [T]he Union absolutely refused to budge from the 4% demand"). There is no requirement in this process that a party compromise a position. Relevant considerations are the statutory factors and the evidence supporting those factors. Nothing required the FOP to move off its po-

sition which has ultimately been supported by the evidence and factors.

E. Other Factors

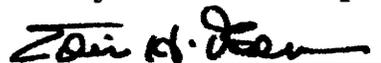
Section 14(h) of the IPLRA lists other factors for consideration not discussed above (*e.g.*, interests and welfare of the public, financial ability to pay and cost of living, among others). Those other factors have not been strongly urged by the Village. See Village Brief. But, even if considered, given the substantial "... lag behind other comparable communities" (*see* Discussion at 4(A), *supra*), those other factors cannot change the result.

V. CONCLUSION

In this award, I have given the Village the benefit of any possible doubt. I have accepted the Village's data and have considered the Village's arguments based on the evidence offered by the Village. Nevertheless, that evidence requires the granting of the FOP's requested wage increase.

VI. AWARD

The FOP's position of 4% increases effective January 1, 1998 and January 1, 1999 is adopted.



Edwin H. Benn
Arbitrator

Dated: July 24, 1999