

**BEFORE
JAMES COX
ARBITRATOR**

Village of Broadview

And

Illinois FOP Labor Council

**Interest Arbitration
Case S MA 99 62**

DECISION AND AWARD

The Hearing in the above captioned matter was conducted by the Arbitrator in Broadview, Illinois June 13, 2000. Attorney John Sullivan represented the Village and the Union case was presented by FOP General Counsel Thomas Sonneborn.

THE ISSUE

The issue before the Arbitrator relates to the scope of the residency requirement. The Parties have engaged in collective bargaining and have reached agreement on all terms and conditions for their January 1, 1999 Agreement except for residency. The Parties have placed this issue before me for final and binding determination¹.

THE FACTS

The Village has had a residency requirement since at least 1971. The requirement did not require Police Officers to live in the Village but did mandate that they reside no farther than 8.4 miles from 17th and Roosevelt Road. The residency area was liberalized in 1978. Since that time employees have had to live within a 10 mile radius from the Centrum – 17th and Roosevelt.

The evidence indicated that a number of new and/or improved roads have been built since 1978 which facilitate travel between the Village and outlying communities – particularly toward the West. It was also shown that the development of new, affordable housing has moved further away from the Village. There was no evidence that the fact that employees live outside of the Village has had an adverse effect on Village services.

¹ The Parties have agreed that the finality of this Award is conditioned upon review by both the Union and the Board of Trustees. The Award will become final unless written notification of a Request to Reopen the Hearing is received by the Arbitrator on or before July 1, 2000.

During the past few years, since residency became a bargainable issue, there has been a statewide trend toward either removing the requirement altogether or expanding the area in which Village or City employees may reside. The Village of Broadview, however, stresses the long existence of their residency requirement and is reluctant to make any change. They point out the mixed comparables in neighboring communities.

This Arbitration proceeding took place more than a year after the effective date of the Agreement. Residency was the only open issue. During the course of the Arbitration proceeding, the parties have also recognized that, in the course of resolving the residency issue, it would be in their interest to discuss an extension of the Agreement. Presentations were made with respect to a wage increase and adding an additional year onto the Contract Term.

It should be recognized that the change in the Residency Requirement identified below is independent of any other change in the Collective Bargaining Agreement. The only item in this Award which may have any application to other Village employees under their Agreements is the Residency Requirement. Those Agreements are, of course, not before me.

I note, for example, it is stated with respect to Residency as set forth in 28.5 of the Firefighter Contract that “*the firefighters agree to be bound by the Arbitrator’s decision in the proceeding in the matter of the Village of Broadview and the Fraternal Order of Police, now pending*”. The determinations in this Decision with respect to wages and contract duration should not be construed to have any application to any employees other than those in the FOP Unit.

AWARD

After consideration of the evidence and arguments of the Parties, I have determined that the present Agreement now in effect shall be modified only as follows and that all other terms and conditions shall remain in full force and effect.

1. All members of the bargaining unit shall be required to maintain their principal residence within the boundary set forth in Attachment A. Attachment A shall be a area map which will show a residency area which will include the area of the current 10 mile radius (less that area south of Route 55²) and in addition the area inside of a line drawn from the point on the 10 mile radius where that radius intersects with Route 64 and then proceeding westward along 64 to the 15 mile radius then along that 15 mile radius southerly to Route 88 and then westerly along 88 to the 17.5 mile radius then southerly along the 17.5 mile radius to Route 55 and then easterly along Route 55 back to the intersection of that line and the existing 10 mile radius. This provision will be substituted for Section 31.5 of the Contract.

² Employees who currently reside in that area may remain in that area on a “grandfathered basis”.

2. Section 33.1, *Term of Agreement, shall* be modified by deleting the date *December 31, 2001* and substituting *December 31, 2002* in its place.
3. The Wage Article shall be amended effective January 1, 2002 by adding a 3.5% increase for each of the five classifications³.

These terms shall be incorporated into the current Agreement. The impasse arbitration procedure has been properly concluded with the issuance of this Award.

James R. Cox
Arbitrator

Issued this 14th of June 2000

³ The percentage is to be applied effective 1/1/2002 based on the wages set forth in the column entitled "as of 1/1/2001".