

STATE OF ILLINOIS
INTEREST ARBITRATION

CITY OF CANTON,)	
)	
Employer,)	
)	
vs.)	ILRB Case No. S-MA-06-232
)	
POLICEMEN'S BENEVOLENT)	
LABOR COMMITTEE,)	
)	
Union.)	

INTEREST ARBITRATION AWARD

THIS CAUSE coming before Arbitrator Aaron S. Wolff this 4th day of April, 2007 pursuant to the parties' Collective Bargaining Agreement and the Illinois Public Labor Relations Act and the Arbitrator has considered all of the Exhibits presented by the City's counsel and the Union's counsel and has further considered the arguments and testimony of counsel and the modified final offers made by the Union and the Employer for the contested issues.

This Arbitrator further finds that the parties have waived the tripartite panel and further acknowledges the counsel's waiver of briefs and in accordance with State Statute after considering all of the relevant factors thereunder pursuant to Section 14(h) of the Illinois Labor Relations Act Awards as follows:

- 1. The Arbitrator selects the Union's wage proposal for May 1, 2006 and May 1, 2007 of 4% each year and the Employer's wage proposal for May 1, 2008 and May 1, 2009 for 3% each year for a total wage package of 4% in year one, 4% year two, 3% year three, and 3% year four. All wage increases are to*

be across the board and fully retroactive to May 1, 2006 for all employees who were employed as of May 1, 2006.

2. The Arbitrator accepts the Union's proposal for a Post Employment Health Plan (PEHP) effective May 1, 2007 and the Employer shall administer the plan through Security Benefit Group under Internal Revenue Code Section 501(c)(9). The plan shall be funded by calculating 2% of the entire bargaining unit base payroll for full-time employees for the preceding fiscal year, and dividing that amount by the total number of current full-time bargaining unit employees. That amount creates an "annualized contribution" that shall be paid by Employer. The annualized contribution will then be paid on a monthly basis for all full months of service the employee works in the following fiscal year. For the first year of the PEHP Plan, the Employer shall take the annualized contribution based on the fiscal year 2006 base pay and begin the monthly contributions for each employee on May 1, 2007.

3. The Arbitrator accepts the Union's proposal for changes in the Section 125 Plan currently being administered by the City. Beginning May 1, 2009, the Employer shall deduct from the payroll of all employees participating in the City's Group Healthcare Plan 20% of the then current healthcare premium for their elected plan coverage plus whatever amounts the employee may direct in addition to that. Such amounts shall be pretax and shall be deposited into each employee's Section 125 Plan account. Each month the Employer shall be authorized to withdraw from the employee Section 125 Plan 20% of the current premium cost for the Plan coverage elected by the employee.

4. *The Arbitrator selects the Employer's modified proposal for premium co-pays on the health insurance by modifying the following Articles as follows:*

12.1 – The employee shall pay 3% of their base pay for healthcare coverage for single or family for a period ending April 30, 2009.

Effective May 1, 2009, employees will contribute 20% of the premium cost for the healthcare plan elected by the employee for single or family coverage. The City shall pay the balance. Payments shall be through payroll deduction and their Section 125 Plan. Healthcare insurance is defined as the City's healthcare coverage including dental for employees and their dependents.

13.1 - The insurance coverage for retired employees shall consist of the overall group plan of hospital, health, dental and life insurance coverage offered to employees of the City. The insurance coverage may change from time to time as it changed for the entire group and the City reserves the right to change coverages or premium co-pays for the entire group without discrimination between its employee participants and its retiree participants. Continuation for the retiree's spouse will be in accordance with the terms and conditions of the policy provisions as they may exist from time to time for the termination of the "retirement or disability period" and continued coverage is conditioned upon the retiree's obligation to pay the monthly premium directly to the municipality in accordance with the premium payments determined by the City. Notice of continued coverage and election of continued coverage shall be in accordance with 215 ILCS 5/367j as it exists or is amended from time to time.

13.3 - Employees, who retire after May 1, 1994, and before May 1, 2009, regardless of age, shall pay a premium equal to 3% of their pension. Employees who retire after May 1, 2009 shall pay the same premium paid by other active employees of the City for single and dependent coverage. Payments shall be paid in twelve (12) equal monthly installments. Premium payments shall be for the retiree, retiree's spouse, and dependent children. Retired employees who become reemployed where insurance coverage is provided by the new Employer shall be excluded from this provision. Upon attaining his eligible age of 65 years for Medicare or such

other age as Congress may subsequently determine, this coverage shall terminate and the retired employee shall make application to Medicare or to its' successor program. The retired employee shall have the option of purchasing Medicare supplement insurance at his expense through the City's group insurance carrier, if available.

13.4 - Employees who are hired after May 1, 2007, and retire, or are otherwise disabled as that term is defined under Article 7 of the Illinois Pension Code, shall be entitled only to the continuation of benefit coverage provided under 215 ILCS 5/367j, as it exists or is amended from time to time. Employees hired after May 1, 2007 and retiring after May 1, 2009 or who are disabled off-duty after May 1, 2009, shall be responsible for 75% of the premium payment for both single and family coverage.

5. *The Arbitrator accepts the modified final proposal of the Employer for the Wellness Program and orders that a new Article be inserted into the Collective Bargaining Agreement with the following language:*

The City of Canton adopts and incorporates herein the Graham Hospital Association Well Bucks Incentive Program (Copy Attached). Employees will be permitted to participate in the Program and earn points in accordance with the Program's established and presented by Graham Hospital. The Program's terms and conditions may be changed from time to time by Graham and the same shall apply to the City of Canton employees through their participation in the Program.

Wellness Program benefits will be awarded each year on December 1st.

6. *The Arbitrator adopts the Union's proposal for maintaining Division 5. Vacation at its current status quo with just two tiers as opposed to the third tier requested by the Employer.*

7. *The Arbitrator adopts the Union's proposal to have the language remain status quo under Article 6.3 of the Collective Bargaining Agreement prohibiting the practice of "short-staffing" on holidays.*

8. *The Arbitrator adopts the Employer's proposal to remain status quo on the stress days for Telecommunicators.*

9. *The Arbitrator adopts and incorporates into this Award the list of Tentatively Agreed to Contract Changes that were negotiated through the parties' collective bargaining and makes them a part of the Award as follows:*

A. *DIVISION 3. HOURS OF WORK*

The Employer will maintain the current 43 hours of work and will request that employees come to the station to begin their shift at a regular starting time. The Employer will pay the Shift Supervisor or most senior shift employee where there is no supervisor an additional 15 minutes of compensation for each shift briefing. (Side Letter)

B. *3.6 Reservation of Rights.*

Add – Any shift changes made by the Employer must be accompanied by two (2) weeks' notice to the affected employee.

C. *4.6 Field Training Officer (T/A 9/21/06)*

The Field Training Officer will be paid one (1) hour straight time for each shift that a Field Training Officer has a recruit.

D. *5.3 Scheduling of Vacation*

As of December 15th the Chief shall post a vacation schedule to include available vacation slots for the following calendar year. Employees shall bid for the vacation slots within each classification for thirty (30) days and thereafter employee vacations are selected on a first come first serve basis. All vacation shall be approved by the Chief. A vacation slot bid and approved shall not be changed by the employee or the Employer unless by mutual consent.

E. *9.5 Night Bonus (T/A 9/21/06)*

Any commissioned officer who works a regular eight (8) hour shift anytime between the hours of 3:00 P.M. and 7:00 A.M. shall receive a night bonus of 5% added to the basic hourly wage for each hour worked between 3:00 P.M. and 7:00 A.M. Telecommunicators who work a regular eight (8) hour shift between the hours of 2:00 P.M. and 6:00 A.M. shall receive and be paid a night bonus of 5% added to the basic hourly wage for each hour worked between the hours of 2:00 P.M. and 6:00 A.M.

Commissioned officers assigned to Detectives and Drug Task Force, subject to call-out status shall receive a sum equal to the night bonus provided for herein, added to their base salary. All such assignments are directed by the Chief of Police. Detectives and Task Force Officers are not eligible for additional night bonus based on hours worked as mentioned in the first Paragraph of this Section.

F. 9.7 Overtime Rotation

Overtime work shall be rotated among all employees within the Department so far as practical. An overtime list shall be posted and maintained up to date by the Chief of Police.

When overtime is required and there are no volunteers for said overtime shift, a supervisor, or officer acting in his stead, may order an employee in to fill the vacancy. Initially, Officers will be ordered in based on their seniority in rank beginning with the least senior Patrolman through the most senior Lieutenant and Telecommunicators from the least senior through the most senior until the vacancy is filled, provided that no one who has worked sixteen (16) continuous hours or is on a pre-approved vacation or personal day shall be ordered in to work. Any employee so ordered in shall not be subject to another mandated overtime order until the call in has progressed through the list, so far as practical. Any officer assigned to a task force or designated as a Detective shall not be subject to a mandatory call-in.

G. 10.2 Civilian Employees (T/A 7/24/06)

Civilian employees, except the Code Enforcement Officer and Traffic Safety Officer, required to be in uniforms shall be paid an annual clothing allowance of \$375.00 for regulation clothing as provided for by the City Council. The Code Enforcement Officer and Traffic Safety Officer required to be in uniform shall be paid an annual clothing allowance of \$500.00 for regulation clothing as approved by the City Council. The payment of this amount shall be made on the first payday in May.

Note: To conform with Section 10.1 Annual Payment.

H. 12.1 Payment

- (a) Effective May 1, 2007, employees shall take generic prescription when available. (T/A 9/21/06)
- (b) Increase the co-pay of the prescription generic coverage to \$10.00 with the others remaining in the amounts they currently pay. (T/A 9/21/06)

I. 12.5 Insurance Coverages

The Employer agrees that no less than every five (5) years they will competitively bid the insurance provisions of their insurance policy to determine the best and most effective cost for the City's plan.

J. Eliminate 13.2 – Retired Employees – Before May 1, 1994 and retitle 13.3 as simply “Retired Employees”.

K. DIVISION 16. EMPLOYEE TELEPHONE REQUIRED (T/A 7/24/06)


Employee shall be required to have a telephone and shall keep the Chief of Police advised, in writing, of such phone number and of any changes thereto.

L. DIVISION 25. RESIDENCY REQUIREMENT. (T/A 9/21/06)

Any employee shall become a resident of the City of Canton or reside within a ten (10) mile radius from the City limits within thirty (30) days after expiration of such employee's probationary period, if the employee is to continue as an employee of the City.

The Arbitrator will retain jurisdiction of this case for thirty (30) days from its execution date in case unanticipated issues arise as to implementation of this Award.

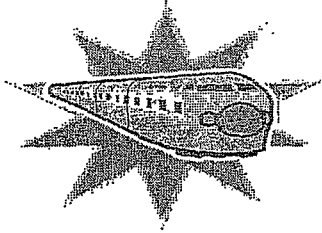
Dated this 4th day of April, 2007.

BY: 

Aaron S. Wolff, Arbitrator

The Fast Track to Change

achieving new lifestyle goals



WELLBUCKS INCENTIVE PROGRAM - 2006

- *The 2006 program is based on 4 facets of Wellness – Behavior, Organizational, Participation and Clinical.
 - *Employees are encouraged to participate in each of the Wellness Programs and will be awarded points for each
 - *A Wellbucks Reward will be given to each employee based on the number of points they accumulate
 - *Proof of participation in each facet of Wellness is required
 - *A completed Wellbucks Reward Form must be presented to the Wellness Coordinator by a date to be announced in October, 2006 (usually by December 1, 2006) in order to receive Wellbucks
 - *The Wellness Committee will review the submission of activities for credit in the program
- The decision of the Wellness Committee is final!

WELLBUCKS REWARD

- Earn 100-124 points. . . \$100.00
- Earn 125-149 points. . . \$125.00
- Earn 150-174 points. . . \$150.00
- Earn 175-199 points. . . \$175.00
- Earn 200 or more points. . . \$200.00

DOUBLE YOUR WELLBUCKS – One employee in each category will be awarded 'Double Wellbucks' at a drawing in December of 2006.

Approved Home Exercise

Jogging/Running

Walking

Weight Lifting

Sport Activities

Rollerblading

Bicycling

Aerobic/Fitness Tapes

Swimming Laps

Any other activity needs to be pre-approved by Jody at ext. 2433

*Weight Watcher participants may participate in the Healthy Lifestyle Program for 10 weeks only on the lifestyle change. You must complete weekly sheets. You cannot earn weight loss points in both the Healthy Lifestyle and Weight Watchers Program.

**YOUR
TOTAL**

POINTS

Behavioral Issues

Empower yourself for a workout in the fitness room. (be sure to keep your own log on a calendar),
Sign into the fitness room log. 40 hrs - 10
80 hrs - 20
160 hrs - 40

Home workout: accumulate hours by tracking your fitness progress or participate in an
Outside fitness class at the YWCA, YMCA, or Curves be sure to keep a Fitness Log. 80 hours - 20
160 hours - 40

"Kick the Habit" and maintain smoke free/tobacco free lifestyle for 6 months. 100
Proof: Verification from 2 friends & 2 fellow employees. (This can be used only 1 time during employment)

"Free From Smoking" – if you are smoke free you deserve 25 points! 25

Organizational Issues

Involved in community service through an approved community organization or club (Kiwanis, Rotary,
American Heart Assoc., etc.) or provide proof of a 6 or 10 hour commitment by obtaining a letter from
the organization. You can earn (1) 5 points for donating time to local school – need letter of proof. 5 or 10

Participate on City committee/project that requires use of personal/volunteer time 0 - 25
2 points for each hour. You must obtain letter from committee indicating hours volunteered.

Donate blood. Must submit proof from blood bank. 1 time – 5 points, 2 times – 10 points. 5 – 10

Attend Graham Hospital "Wellness Fair", more info to come! 0 - 15

Visit the Wellness Resource Board and complete the monthly quiz. 1 point each quiz. 1 – 12

Steps to a Healthier You (2 points per completed card each month, dietary must punch cards.
Obtain cards from Jody) 2 - 24

Participate in organized charitable run/walk–must provide cancelled check/race bib for proof. Maximum 2 races 5 or 10

Healthy Life Style 10 week program, weigh weekly for 10 weeks, then weigh 1 time a month for maintenance 10
(0-5# 5 points, 6-10# 10 points, 11-15# 15 points, 16-20# 20 points) Must complete weekly sheets to earn points.

Weight Watchers 12 week program – payroll deduction required. Must have 18 interested persons. 10
Meet and maintain goal for 6 months. (5# 10 points, 6-10# 15 points, 11-15# 20 points, 16-20# 25 points)

Read a healthy article, create a Wellness Resource Poster & Quiz 2 – 6
(if you do not have the resources to create a Poster gather the info and Jody can put it together for you)

September 1st–30th Walk The Fast Track from the Mason Dixon Line in Pittsburg, PA to Washington, DC 5 – 15
32 miles 5 points, 60 miles 10 points or the entire 114 miles 15 points. (obtain log form from Jody in August)

Join a personal enrichment class – See Jody for approval. SRC offers these periodically during the year. 5 – 10

Poker Fitness-4 week program. Workout in the fitness room and earn playing cards. Points awarded 5 – 10
according to the best poker hands. You could earn 5-10 points! Brush up on your poker skills!

2006 Health Physical – Proof: copy of complete physical exam (not just a pap) 5

2006 Dental Exam – Proof: copy of bill/insurance claim (one time a year limit) 5

2006 Eye Exam – Proof: copy of bill/insurance claim (one time a year limit) 5

Mammogram for Women or P.S.A. for men – Proof: copy of bill/insurance claim. 5

B.P. Screening. 1 point each month (If B.P. above normal, points will be awarded if note from physician
is provided showing proof that you are receiving treatment.) 1 – 12

Cholesterol < 200 mg or decrease 20% within year) Must show documentation. 5

Immunizations: Influenza Vaccine. Provide proof. 5

Blood Glucose monitoring will be done twice a year. Times will be announced. 2 points each time. 2 – 4

Waist to Hip Ratio must be at least moderate or low classification. 5

Participation Issues

Clinical Status Issues