

ILLINOIS STATE LABOR RELATIONS BOARD
INTEREST ARBITRATION

In the Matter of the Arbitration

Before

between

HARVEY A. NATHAN,
Sole Arbitrator

THE BOARD OF TRUSTEES
OF NORTHEASTERN ILLINOIS
UNIVERSITY
and

ISLRB No. S-MA-06-251

ILLINOIS FRATERNAL ORDER
OF POLICE LABOR COUNCIL

Hearing Held:

February 25, 2008

For the Employer:

Jeffrey M. Brown
University Counsel

For the Union:

Richard V. Stewart, Jr.
Attorney

C O R R E C T E D
O P I N I O N A N D A W A R D

I. INTRODUCTION

This is an interest arbitration proceeding held pursuant to Section 14 of the Illinois Public Labor Relations Act (5 ILL 315/14), hereinafter referred to as the "Act," and the Rules and Regulations of the Illinois State Labor Relations Board ("Board"). The parties are the Board of Trustees of Northeastern University ("Employer" or "University"), and Illinois Fraternal Order of Police Labor Council ("Union").

The Employer has collective bargaining relationships with several unions, including those representing faculty, stationary engineers, building service workers and office clerical employees. Its bargaining relationship with the Union in this case covers employees in the classification of Police Officer I. There are 13 (formerly 14) sworn personnel in this department.

The parties had a collective bargaining agreement for the period of July 1, 2004 through June 30, 2006. They have been negotiating for a new agreement since that time. There have been numerous bargaining sessions and progress has been difficult for both sides.¹ The undersigned was first notified of his appointment as arbitrator in early July, 2007. A hearing was set for October 10, 2007, but that was cancelled on October 2nd when the parties reached a tentative agreement. That agreement was not ratified and after further negotiations resolved some of the outstanding issues, the parties

¹ Bargaining began in March, 2006

contacted the arbitrator to conduct a hearing on the remaining issue of wages.

On February 25th the parties and the arbitrator engaged in a collaborative process which was part mediation and part arbitration. Ultimately this process produced an understanding which led to this Award.²

II. THE ISSUE

The salary structure in the expired agreement contained seven steps. Employees would start at Step 1 and move down a step upon the completion of another year of service. In other words, after the completion of six years of service an employee would advance to the seventh step. The expired agreement further provided that an employee who was already at the top step would receive a 5% increase in the first year of the contract and a 3.5% increase in the second year of the contract.³

At arbitration the Union proposed the following:

1. July 1, 2006: 1.5% equity adjustment and then a 3.5% general increase.
2. July 1, 2007: 1.5% equity adjustment and then a 3.5% general increase.

² At the outset of the hearing the parties stipulated as to the arbitrator's authority to decide the issue of wages and also that any award would be retroactive to July 1, 2006. The parties further stipulated that the award would include by reference all tentative agreements previously made.

³ 1.5% of the 3.5% was denominated as an "equity adjustment."

3. July 1, 2008: 1.25% equity adjustment and then a 3.75% general increase.

The Employer's proposal going into arbitration was for a four year agreement:

1. July 1, 2006 - 3.5% plus \$100
Add an 8th step to the schedule
2. July 1, 2007 - 3.25%
3. July 1, 2008 - 2.75%
4. July 1, 2009 - 2.75% plus \$300

During the course of the proceedings the parties agreed in principle to a 4th year for the new agreement but, from the Union's perspective, there was not enough money to justify its implementation. After considerable discussion about the wage schedule, the parties and the arbitrator reached agreement on salaries and, given the arbitrator's input in this process, agreed that the salary schedule would be issued as an award by the arbitrator. Accordingly, based upon the informal discussions with the parties in lieu of a formal hearing the following salary schedule is awarded:

| | | <u>7/1/2005</u> | <u>7/1/2006</u> | <u>7/1/2007</u> | <u>7/1/2008</u> | <u>7/1/2009</u> |
|----------------|-----|------------------------|-------------------------------|------------------------|------------------------|------------------------|
| New Steps | Old | Current | \$100 Equity Adjust. +3.5% | 3.25% | 3.00% | \$300 + 3% |
| Start | 1 | \$35,063.00 | \$36,393.71 | \$37,576.50 | \$38,703.80 | \$40,173.91 |
| After 1 Year | 2 | \$36,253.00 | \$37,625.36 | \$38,848.18 | \$40,013.62 | \$41,523.03 |
| After 2 Years | 3 | \$37,484.00 | \$37,899.44 | \$40,163.67 | \$41,368.58 | \$42,918.64 |
| After 3 Years | 4 | \$38,759.00 | \$40,219.07 | \$41,526.18 | \$42,771.97 | \$44,364.13 |
| After 4 years | 5 | \$40,078.00 | \$41,584.23 | \$42,935.72 | \$44,223.79 | \$45,859.50 |
| After 5 years | 6 | \$41,444.00 | \$42,988.04 | \$44,395.48 | \$45,727.34 | \$47,408.16 |
| After 6 Years | 7 | \$43,567.00 | \$45,195.35 | \$46,664.19 | \$48,064.12 | \$49,815.04 |
| After 8 Years | | | \$47,360.25 | \$49,728.26 | \$51,220.11 | \$53,065.71 |
| After 11 Years | | | | \$51,344.43 | \$52,884.76 | \$54,780.30 |

A W A R D

1. The term of the Agreement shall be from July 1, 2006, through June 30, 2010.
2. The salary schedule for this period of time shall be as shown above.
3. All salary increases shall be retroactive to July 1, 2006.
4. All tentative agreements between the parties in the negotiations leading up to this Award are hereby incorporated by reference and be attached hereto.

Respectfully submitted,

HARVEY A. NATHAN

March 25, 2008
(Corrected May 20, 2008)