

IN THE MATTER OF THE)
INTEREST ARBITRATION)
BETWEEN)
Village of Ford Heights)
And)
Metropolitan Alliance of Police Ford)
Heights Chapter #243)

DECISION AND AWARD

ILRB S-MA-08-117

The Interest Arbitration Panel

Neutral Chairman

William A. Nowlin
Arbitrator
Crete, Illinois

Metropolitan Alliance of Police Ford Heights Chapter #243

Ronald N. Cicinelli
Attorney at Law
Elmhurst, Illinois

The Village of Ford Heights

Dirk Van Beek
Attorney at Law
Tinley Park, Illinois

Other Appearances

Metropolitan Alliance of Police Ford Heights Chapter #243
Barry Jackson, MAP, Board of Directors member
Willie Robinson, Chapter President

Issues in Dispute

COMPENSATION AND HOURS OF WORK

- Section 5.1. Compensation
- Section 5.4. Normal Work Schedule
- Section 5.6. Compensatory Time
- Section 5.11. Meetings

HOLIDAY AND PERSONAL TIME

- Section 8.1. Holiday

Section 9.2. Sick Leave
Section 9.3. Funeral Leave

GRIEVANCE PROCEDURE

Section 11.1. Definition
Section 11.2. Procedure for Grievance
Section 11.3. Fees and Expenses of Arbitration

ARTICLE XII DISCIPLINE

Section 12.1. Procedure of Discipline
Section 12.2. Manner of Discipline
Section 12.4. Purge of Personnel File

ARTICLE XIV DHOSPITALIZATION AND LIFE INSURANCE

Section 14.1. Hospitalization
Section 14.2. Life Insurance
Section 14.3. Continuation of Benefit
Section 14.4. Retiree Health Insurance Program

Exhibits

MAP Notebook

- Tab 1 Certification
- Tab 2 Collective Bargaining Agreement proposals
- Tab 3 Police department Rules and regulations/Village of Ford Heights History
- Tab 4 Mediation
- Tab 5 Arbitration
- Tab 6 List of Open Contract Items and tentative Agreement (Union's Final Respective Position)
- Tab 7 Comparable Charts of Benefits
- Tab 8 City of Oak Forest Collective Bargaining Agreement
- Tab 9 Village of Lynwood Forest Collective Bargaining Agreement
- Tab 10 Village of Sauk Trail Forest Collective Bargaining Agreement
- Tab 11 Village of Crete Forest Collective Bargaining Agreement
- Tab 12 Village of Steger Forest Collective Bargaining Agreement
- Tab 13 Village of Seneca Forest Collective Bargaining Agreement
- Tab 14 Comptroller's Annual Report
- Tab 15 Demographic Information for listed Towns

Village Exhibits

- Exh. 1 Funds Owed Internal Revenue Service
- Exh. 2. 2003-2004 Audit Report
- Exh. 3 January 26, 2008 John E. Wilson Letter
- Exh. 4 Village's Financial Condition as of 01/16/08
- Specific Open Contract Items
- Evidence Exhibit #1 Village of Ford Heights US census Bureau Fact Sheet
- Evidence Exhibit #2 Village of Ford Heights Department of Commerce & Economic Opportunity
Community
Profile
- Evidence Exhibit #3 Village of Dixmoor US census Bureau Fact Sheet

Evidence Exhibit #4 Village of Dixmoor Department of Commerce & Economic Opportunity
Community Profile
Evidence Exhibit #5 Village of Robbins US census Bureau Fact Sheet
Evidence Exhibit #6 Village of Robins Department of Commerce & Economic Opportunity
Community Profile
Evidence Exhibit #7 Village of Phoenix US census Bureau Fact Sheet
Evidence Exhibit #8 Village of Phoenix Department of Commerce & Economic Opportunity
Community Profile
Salary Exhibit #1 Village of Dixmoor
Salary Exhibit #2 Village of Phoenix
Salary Exhibit #3 Village of South Chicago Heights
Salary Exhibit #4 Village of Sauk Village
Salary Exhibit #5 Village of Bellwood

Procedure

An interest arbitration hearing was conducted pursuant to Section 14 of the Illinois Public Labor Relations Act Section 1230 of the Boards Impasse Resolutions Rules. The interest arbitration panel was appointed on November 29, 2007.

The parties waived the statutory requirement to commence a hearing 15 days of the appointment of the Chair of the panel. The panel convened as agreed on February 5, 2008 at the law offices of Dirk Van Beek in Tinley Park, Illinois. The Village asked for and was granted additional time for preparation; continuation of the hearing was scheduled for February 26, 2008.

The hearing reconvened on February 26, 2008 at the law offices of Dirk Van Beek. At the hearing, the representatives exchanged documents and made argument and gave evidence in support of their respective final offers. At the conclusion of the hearing, there was agreement to submit post hearing, postmarked no later than March 27, 2008. The neutral chairman timely received said post hearing briefs on or about March 29, 2008, at which time the record was closed.

The February 5 and February 26 sessions were recorded by BBC Reporting.

Background

Currently, there is one full-time and three part-time officers employed in Ford Heights Police Department.

The evidence submitted by the parties demonstrates that at the outset of bargaining there were about 65 issues. Through meetings and discussions the parties achieved a meeting of the minds on many issues. At the hearing, only seventeen (17) issues remained open: eleven (11) economic and six (6) noneconomic.

Once completed, this will be the first collective bargaining agreement between the parties.

Open Issues

The economic issue will be examined, followed by the non-economic issues.

Section 5.1. Compensation

MAP's Final Offer

Compensation of the Police Officers covered by this Agreement of the Village of FORD HEIGHTS shall be paid according to the schedule below. Said compensation shall include base pay, longevity pay and special assignment incentive pay. Said compensation shall be effective on date of execution of this agreement and any and all retroactive pay shall be distributed to the Officers in a lump sum on or before 30 days after the date of execution of this agreement.

		APPENDIX A		
		ANNUAL	SALARIES	
step	Eff 5/1/2008	Eff 5/1/2009	Eff 5/1/2010	
		3.50%	3.50%	
start	\$35,360	\$ 36,342	\$ 37,514	
after 1	\$36,360	\$ 37,451	\$ 38,574	
after 2	\$37,360	\$ 38,481	\$ 39,635	
after 3	\$38,360	\$ 39,511	\$ 40,696	
after 4	\$39,360	\$ 40,541	\$ 41,757	
after 5	\$40,360	\$ 41,570	\$ 42,818	
after 6	\$41,360	\$ 42,600	\$ 43,879	

Sergeants	\$ 45,497	\$ 46,861	\$ 48,268
Part Time	\$ 14.50 per hr.	\$ 15.00/hr	\$ 15.00/hr

Longevity Pay

Beginning of the 6th year through the end of the 9th year	\$400.00
Beginning of the 10th year through the end of the 14th year	500.00
Beginning of the 15th year through the end of the 19th year	600.00
20th year and beyond	700.00

Employees shall receive longevity payments annually if their anniversary date predates December 31 and the employee is on the employer's payroll at that time. Longevity payments normally will be made on the Thursday between the first and second paychecks of December.

Specialty Pay

Investigator	\$800.00
Evidence Technician	650.00

Field Training Officers

All Officers assigned as Field Training Officers shall be compensated at the rate of one (1) hour of pay at the affected Officers straight-time hourly rate of pay, for each day that Officer acts as a Field Training Officer.

The Village's Final Offer

The Village feels compelled to grant benefits to all its employees. A twenty-five cent (25) pay raise per hour would cost the Village over \$25,000.00 if given to every Village employee, and while the Village presently does not have the revenue source(s) to fund present obligations. The Village feels that it must grant said raise to be fair to its employees.

MAP's Argument

MAP argues that the Village has not awarded a pay increase to its police officers in ten years. Full time officers earn \$12.00 an hour and part-time officers earn \$10.00 an hour, wages that are well below the state average and even further below the comparables submitted by MAP. The only way that the Village can improve its current condition is by attracting qualified workers to its community.

In an interest arbitration, City of East St. Louis and the Illinois Fraternal Order of Police labor Council, ISLRB case No. S-MA-99-65, the City made the argument similar to Ford Heights on the economic condition of the City. Arbitrator Milton Edelman held that the reliance on East St. Louis' unique position among Illinois cities was rejected as a controlling factor in previous interest arbitrations.

Similarly, in City of Venice and the Int'l Union of Operating Engineers, Local 148, Case No. S-CA-07-108 offered its employees a .50 per hour increase over the course of three years. The City's audits indicated that the City's General Fund was closed each year with a deficit. Nonetheless, Arbitrator Matthew Finkin awarded the Union's offer.

The Village's Argument

At first glance, the Village's position on open contract items might be characterized in many ways. A careful review of the independent statistical information provided by the US Census Bureau and the Illinois Department of Commerce and Economic Opportunity put things in their proper perspective.

The Village, along with the Village of Dixmoor, Phoenix and Robbins have been afforded different treatment by the Cook County Bureau of Administration Community Development Block Grant Program. Even a cursory glance at the statistical evidence shows why this is so.

In essence, one cannot ask performance from some entity unable to perform. The Village cannot spend what it does not have. Unfortunately for all concerned, the facts are what they are.

Throughout its history, all Village employees worked without the presence of any written agreements.

The wages of almost all Village employees, with rare exception, have been frozen for a number of years.

The Village has in the past and desires presently and in the future to treat all employees equally, not favoring one group (department) or sub-group (certain group(s) within a department) over another.

Ford Heights has traditionally ranked the most economically depressed municipality in Cook County, Illinois.

Failure to grant pay raises to employees in general and police departments in particular is not antagonistic in nature or intent, but is based upon many reasons. Included in these reasons are that the Village from March 1997 through March 2007 owes the Internal Revenue Service \$2,262,522.73 (Vil. Exh.1) and other economic reasons.

Analysis

The parties stipulate that the arbitrator may treat “wages” in the same manner as non-economic issues.

The Village provided its Audit Report for April 30, 2004 (Vil. Exh.2). The report gave less than a qualified opinion; the auditor reported that the general purpose financial statements do not present fairly, in all material aspects, the financial condition of the Village.

I understand from the auditor’s letter of January 8, 2008 his reason for not providing a current audit report since he has not been paid for previous services.

The Village’s Exhibit 4, labeled “Village’s Financial Condition as of January 16, 2008, is not sufficient in depth and scope to fully portray the financial health of the Village. These, with the 2003-2004 financials (including the FY04 Controller’s Report, MAP tab 14) do not provide sufficient information to ascertain the current financial state of affairs of the Village.

To assess comparability, The Village provides 1990 and 2000 data from the U.S. Census Bureau for Dixmoor (Vil. Exh.2), Robbins (Vil. Exh.4) and Phoenix (Vil. Exh. 6), and the Illinois Department of Commerce and Economic Opportunity on Ford Heights and Dixmoor (Vil. Exh.2), Robbins (Vil. Exh.5) and Phoenix (Vil. Exh. 7). Data from the U.S. Census is displayed in the table below.

Data from the U.S. Census Bureau

	Population	Median Household Income	Median Family Income	Median Value of Single Family Occupied Homes
Ford Heights	3,456	\$17,200	\$16,706	\$42,300
Dixmoor	3,934	\$26,677	\$30,423	\$57,100
Robbins	6,635	\$24,145	\$27,602	\$56,400
Phoenix	2,157	\$29,643	\$32,688	\$68,100

For comparability purposes, MAP provides 2000/2005 data from City Data.com for Ford Heights, Oak Forest, Lynwood, Sauk Village, Crete, Steger, and Seneca (see Tab 15 of MAP’s notebook). Data from City-Data.Com is displayed in the table below.

Data from City-Data.Com

	Population	Estimated Median Household Income		Estimated median house/condo value	
		2000	2005	2000	2005
Ford Heights	3,456	\$17,500	\$18,700	\$52,300	\$64,900
Oak Forest	28,051	\$60,073	\$64,000	\$149,200	\$228,8000
Lynwood	7,377	\$56,554	\$60,300	\$140,800	\$215,900
Sauk Village	10,411	\$46,718	\$49,800	\$77,300	\$118,502
Crete	7,346	\$67,671	\$74,400	\$154,900	\$224,4000
Steger	9,682	\$43,275	\$46,100	\$98,000	\$150,300
Seneca	2,053	\$52,188	\$53,200	\$107,000	\$140,800

While the data in the above tables are not the only measures for community comparisons, they are the common measures the parties provided to make comparisons. I find that the Village’s comparables are closer to Ford Heights than those presented by MAP. While the Village of Seneca, submitted by MAP, has less population than Ford Heights, Seneca still exceeds Ford Heights on the income and home values measures (also on officer salaries).

On salaries, the parties provided different comparables. I cannot give much weight to MAP's comparables as "comparables" because the communities provided far exceed Ford Heights in population and on the selected economic measures. On most measures, the Village's comparables are actually closer to Ford Heights. For these reasons, I will refer to the Village's submissions as "comparables" and refer to MAP's submissions as "examples."

Except for salary information, the Village did not provide data from its comparables about their collective bargaining agreements. As a result, to give guidance on salary and on other issues on which the parties are at impasse, data from both the Village and MAP will be considered when appropriate. This decision is consistent with Section 1230 (b) (8) which allows consideration of such factors which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment

...

The following tables display the starting and top salaries for the position of police officer in the Village's comparables and MAP's examples.

Starting and Top Salaries of Police Officer

	MAP Provided Information							Village Provided Information				
	Ford Heights Proposed Final Offer	Oak Forest	Lynwood	Sauk Village	Crete	Steger	Seneca	Dixmoor	Phoenix	South Chicago Heights	Bellwood	Sauk Village
Start	35,360	30,7500	38,112	32,518-36,402	18.39 /hr	19.57 p/hr	33,502	\$11.33 /hr	\$9.00 /hr	\$13.68 /hr	\$13.00/hr	\$43,703
Top	41,360	65,400	52,085	48,825-52,419	25.15	27.70 /hr	44,133					
Start	SGt. 45,49748, 268											
Top												
Part-Time	Start 14.50; top 15.50											

In comparing the salaries of the comparables and the examples, the Village's comparables cannot be persuasive—the compensation data are on salary alone. Compensation is inclusive of more than salary. An examination of salaries in isolation from other elements of compensation or other economic issues would lead to erroneous assumptions and conclusions.

This, then, leads me to MAP's examples. There is no village that is "close" to Ford Heights on the economic measures. Still, the public safety of the citizens in Ford Heights is important. An officer should be paid a competitive wage otherwise the Village will simply train officers who then leave for better pay in neighboring villages.

Taking the Village's comparables and MAP's examples, in an array of salaries, Ford Heights' officers are in the bottom third. If MAP's final offer of a \$5.00 increase was awarded, Ford Heights' officers would rank in the top third. Neither is a correct position in the array for MAP members.

In consideration of the Village's financial concerns, the period since the last raise, comparables and examples, and other considerations addressed herein, a fair salary would be at the midpoint of the range of comparables and examples—slightly above South Chicago Heights and below Oak Forest.

I am aware of the Village's argument that it likes to treat all employees equally. However, the officers have elected to be represented by a collective bargaining agent; therefore, the extent to which benefits are in common across groups is dependent on the collective bargaining process for the police officers.

I am again reminded that the Village owes the Internal Revenue Service \$2,262,522.73 and it believes it cannot afford the economic demands of MAP. The Village's financials are not sufficiently informative. Also, other arbitrators, as MAP, have not given full weight to the economic situation at the full risk of others items that arbitrators consider. With all other services for which the Village must bargain price (subcontractors, supplies and materials), so it is with labor with respect to the police officers. For the services, supplies and other material that the Village deems paramount, either because of supply and demand, law or agreement, these factors are considered in making the best budgetary decisions possible to meet financial obligations.

Finally, I am mindful of the cost-of-living changes and the loss of purchasing power since the last time officers received a pay increase. I am also aware that this three year award does not compensate for the entire period, but does make the officer's salary competitive in the area.

I am awarding a salary of \$14.20 per hour, or \$29,536 per year, an increase of 18.3%. In the range of the Village's comparables and the MPA examples, this salary falls at about the midpoint.

I also award a starting salary for Sergeant at an increase of 18.3%.

I am not awarding Longevity; most of the Villages in MAP's examples do not have a longevity clause in their agreements.

Likewise, there are insufficient data to make comparisons for specialty officers and field training pay.

Award

18.3% increase (\$14.20) an hour starting salary for police officer.

2.2% increase at each step representing years of service.

2.7 % increase in year two.

2.7% increase in year three.

18.3% increase for Sergeant

18.8% increase for Part-time.

Section 5.6. Compensatory Time

MAP's Final Offer

At the employee's option, the employee may be credited with compensatory time at the rate of one and one-half (1/2) hours per hour worked in excess of forty (40) hours a week in lieu of paid overtime. Employees will not be required to remain on standby status when compensatory time is approved. Compensatory time shall not be canceled except in emergencies. Compensatory time shall not be unreasonably denied as long as minimum manpower requirements are met. Compensatory time may not accumulate in excess of 100 hours. All compensatory time in excess of this amount will be paid as overtime. To be eligible for overtime or compensatory time, the employee must work at least 15 minutes on each occasion.

The Village's Final Offer

The employee must work at least 20 minutes on each occasion to be eligible for 30 minutes pay, the minimum pay period used by the Village. The employee must work 45 minutes to receive one hour's pay.

MAP's Argument

MAP argues that this will ease the burden of the Village to have to pay overtime and it will provide the employee with another means of obtaining paid time off.

The Village's Argument

The Village does not make a separate argument on this issue.

Analysis

Four of the seven examples provided by MAP do not have a clause on compensatory time. The remaining two, Sauk Village and Steger, have clauses that differ from the MAP final offer. There is not a standard or practice among MAP's examples.

Award

The Village's Final Offer is chosen.

Section 5.11. Meetings

MAP's Final Offer

Any Officer required to be at a mandatory meeting which immediately proceeds or follows his regularly assigned duty shift shall be compensated for a minimum of two (2) hours at time and one-half (1 1/2) the Officer's hourly rate of pay. Any Officer covered by this Agreement required to be at a mandatory meeting on his/her day off shall be compensated for a minimum of two (2) hours at time and one-half (1 1/2) the Officer's hourly rate of pay or four (4) hours straight time due. Said compensation payment to be at the Officer's discretion.

The Village's Final Offer

Compensation shall be at straight time unless it puts employee over 40 hours, then time and one-half. The Village wants language included in the paragraph to allow for the employee to take the option of Compensatory Time.

MAP's Argument

MAP provides no additional argument.

The Village's Argument

The Village provides no additional argument.

Analysis

It is not unreasonable for the department to call a meeting before or after a shift and it is not unreasonable for the Village to pay straight time up to forty (40) hours, at which time payment should be at time and one-half. The parties agree to compensatory time in lieu of compensation at the officer's discretion.

Award

The Village's Final Offer is chosen.

Section 8.1. Holiday

MAP's Final Offer

All covered employees, with the exception of part-time patrol officers shall receive the following holidays:

New Year's Day
M.L. King Birthday
President's Day
Good Friday
Memorial Day
Independence e Day
Labor Day Veteran's Day
Thanksgiving Day
Christmas Day

In the event that a full time or part time employee works on any of the above days, he shall receive hourly pay at the rate of double time and one-half (2 1/2) hourly pay he would regularly receive for working. Any employee working in excess his/her regular duty shift on any of the above listed holidays, shall receive time and one-half (1 1/2) for hours worked plus one (1) hour of premium pay for every two (2) hours in excess of eight (8) hours worked on a holiday.

In the event an employee works less than eight (8) hours on any of the above days, he shall receive the regular hourly pay for such hours for which he does not work, which non-working hours shall be calculated by subtracting the total hours worked from eight (8).

In the event that an employee is not scheduled to work on a day on which a holiday falls, he shall nevertheless receive eight (8) hours pay for the holiday in addition to his time off.

The Village's Final Offer

The Village should not allow payment for a Holiday if the employee did not work that day.

Employees shall earn double time pay, not double time and one-half.

MAP's Argument

The Village agrees to "double-time" if an officer works on a holiday, but does not want to compensate officers if they have a day-off on a recognized holiday.

The Village's Argument

The Village provides no additional argument.

Analysis

The Village argues that economic conditions and past pay practices should not allow for a Holiday if the employee did not work on that day. An employee has a holiday as a matter extended in policy or collective bargaining. A holiday means a day off in honor of a person or event or activity. The Village provides no comparables; MAP's examples show practices consistent with final offer. In addition, all villages in the sample pay the regular rate on holidays for officers who are not working. The Village's proposal is not in step with the practice represented by MAP's examples and what is common practice in law enforcement.

Award

MAP's Final Offer is chosen.

Section 9.2. Sick Leave

MAP's Final Offer

Each full-time employee shall earn eight (8) hours per month paid sick leave to be used when an Employee is physically unable to report to work. These hours shall be earned on a monthly basis, so that beginning with January of each year each employee on full-time active duty shall be credited with eight (8) hours sick leave at the end of the month.

An individual may accumulate up to four hundred eighty (480) hours of unused sick leave.

Prior to February 1st of each year, the Village shall calculate how many sick hours above four hundred eighty (480) have been credited to and remain unused by any given employee as of December 31st of the previous year. The Village shall compensate the employee at the rate of fifty percent (50%) of the time accumulated above and beyond four hundred eighty (480) hours.

Any employee who terminates his employment with the Village of Ford Heights, whether by termination, resignation or retirement, shall be eligible to sell back one hundred (100%) of his sick days at his then hourly rate.

The Village's Final Offer

Sick leave should not exceed more than twelve (12) days or ninety-six (96) hours per year and further that unused leave shall not carry over to the following year(s)

MAP's Argument

MAP argues that it does not believe its proposal unreasonable and believes the comparables support its positions.

The Village's Argument

The Village believes that sick leave should be in line with its present policy.

Analysis

MAP's examples display a wide range of benefits. The 8 hours or 1 day per month is common. The accumulation ranges from none, in the case of Crete (that also does not have sick days in the agreement) and Seneca, to 480 hours or 60 days, such as Steger and then the buyback feature in Steger at 100% at time of termination, to conversion of sick leave days, upon termination, to a sick leave buyback of 190 days over an accumulation of 100 (Oak Forest to a 50% buyback after 25 years of service. There is no pattern on this

issue; there are no example to MAP's final offer.

Award

The Village's Final Offer is chosen.

Section 9.3. Funeral Leave

MAP's Final Offer

The Village agrees to allow any employee up to three (3) days leave with pay in order to attend the funeral of anyone in the immediate family or to attend to necessary related matters. Said time off shall not be charged to an employee's accrued time off. The immediate family shall include: father, mother, foster-father, foster-mother, step-father, step-mother, brother, sister, stepbrother, step-sister, spouse, children, grandparents, grandchildren, nephew, niece, father-in-law or mother-in-law.

The Village's Final Offer

Funeral leave should be granted only for the following relatives: Father, Mother and Child. No agreement was reached as to distinguishing between step-sibling and a half-sibling.

MAP's Argument

The Union argues that it does not believe its proposal unreasonable and the comparables support its position.

The Village's Argument

No additional argument was given.

Analysis

Several villages in MAP examples (Lynwood, Sauk Village, Steger and Seneca) provide funeral or bereavement leave. In each instance, the members of the family, or extended family, included are closer to MAP's final offer than the Village's final offer.

Award

MAP's Final Offer is chosen.

Section 11.3. Fees and Expenses of Arbitration

MAP's Final Offer

The fee and expenses of the arbitrator and the cost of the written transcript, if requested by both parties, shall be divided equally between the Village and the Chapter provided, however, that each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons (not employed by the Village) it requires to attend the arbitration. Should only one party request a transcript, that party shall pay for the cost of the transcript.

The Village's Final Offer

This Section should be stricken.

MAP's Argument

MAP argues that the Village wants this section stricken because it does not want to pay its "fair share." MAP also argues that equally sharing the fees and expenses of arbitration encourages settlement.

The Village's Argument

No additional argument was given.

Analysis

It is common practice in labor relations to select a neutral arbitrator to hear and decide matters on which the parties cannot find common ground. Such is the practice of the Villages in MAP's examples, whether the language is "equally borne" (Oak Forest), "borne equally" (Lynwood and Seneca) or "divided equally" (Crete and Steger). The language proposed by MAP is representative of standard language found in most collective bargaining agreements.

Award

MAP's Final Offer is chosen.

A R T I C L E X I V HOSPITALIZATION AND LIFE INSURANCE

MAP's Final Offer

Section 14.1. Hospitalization

The Village agrees to maintain in full force and effect for the life of this Agreement, a health insurance benefits program for full-time employees. The Village agrees to pay any and all increases in premiums for the current benefits program during the term of this Agreement.

Each employee, upon becoming eligible for the above coverage, shall receive a policy and descriptive literature describing the health insurance benefits and the procedures for utilizing them. Employee's contribution towards the insurance benefits program shall be as follows:

Employee Coverage - The Village agrees to provide, without cost to employees except as hereinafter provided, a policy of hospitalization insurance in accordance with insurance coverage provided by the Village for other municipal employees. Said policy of insurance shall be for the benefit of the employee and dependents. Any increase in premium for the employee during the term of this Agreement shall be paid by the Village.

Dependent Coverage - In addition, the Village agrees to provide dependent hospitalization insurance to employees. Employees shall have thirty percent (30%) of the difference between single and dependent coverage deducted from the employee's hi-weekly earnings, The Village agrees to provide, without cost for each covered employee, a policy of dental insurance in accordance with insurance coverage provided by the Village for other municipal employees. Said dental insurance shall be for the benefit of the employee only. If the employee wishes, he or she may purchase dependent coverage under this policy by separate contract with the insurance carrier. The cost of all dependent dental coverage shall be paid by the employee.

Section 14.2. Life Insurance:

The Village shall supply each Officer covered by this Agreement with term life insurance with a face amount equal to thirty thousand dollars (\$30,000.00). Said insurance shall be at no cost to each covered employee.

Section 14.3. Continuation of Benefit:

When an Officer is killed in the line of duty, the Village will pay the full premiums for the continuance of the then current health insurance for the spouse and minor children up to the age of eighteen (18) and shall continue to pay such premiums for a period of twenty-four months from the Officer's date of death or until the spouse and minor children are covered under a separate health insurance plan, unless required to provide a greater benefit under state or federal law.

Section 14.4. Retiree Health Insurance Program

The Village agrees to offer for purchase to all retired bargaining unit employees of the Village of Ford Heights Police Department, with a minimum of twenty (20) years service to the Village, health insurance as currently provided to members covered by this Agreement. The parties agree that should a retired employee choose to continue his/her health insurance, he/she is eligible only for the then current benefits provided bargaining unit employees, and that retiree is also responsible for payment of one hundred percent (100%) of the premiums for those benefits. The parties agree that retired employees of the Village of Ford Heights Police Department shall be subject to changes in coverage and benefit levels as negotiated from time to time between the Employer and the Chapter.

The Village's Final Offer

The Village's position is that insurance benefits and options must be available to all Village employees equally.

MAP's Argument

Health and life insurance are important to law enforcement. A police officer is constantly placed in harm's way, whether an officer is responding to a "domestic battery" complaint or "directing traffic after a serious personal injury car accident, he is at risk. MAP further argues that although sympathetic to other employees of the village, its reasonability is to the members of the unit rather than all others.

The Village's Argument

The Village's position is that insurance benefits and options must be available to all Village employees equally.

Analysis

MAP's final offer includes that "the Village provide, without cost to employees except as hereinafter provided, a policy of hospitalization insurance in accordance with insurance coverage provided by the Village for other municipal employees." Although there are specifics with respect to what it is that other employees have, I place emphasis on "provided by the Village for other municipal employees."

I recognize that MAP objects to this notion of "other employees" as a reason for the Village to deny a benefit; still, the phrase is not uncommon in MAP's examples. For example, a similar phrase is in the health insurance clause of the Lynwood Agreement. In the Crete Agreement there is a clause that states, in

part, that "Health Insurance of the same type, under the same conditions, and with the same deductibles as provided to other employees."

The data are incomplete to make an award outside of the Village's final offer. It is unknown the cost the type and level of insurance provided and it is unknown the extent to or whether the costs are shared. What is known is that in MAP's examples, more than half of the Villages require the employee to contribute 15% to 20% towards the health insurance premium. While life insurance is common, the benefit also varies between the villages in MAP's examples.

I cannot do justice to an evaluation of the cost impact of this issue without knowing what additional costs would be incurred.

Award

The Village's Final Offer is chosen.

Section 22.1. Termination

MAP's Final Offer

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until _____ . It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than one hundred twenty (120) days prior to expiration that it desires to modify this Agreement. In the event that such notice is given, negotiations, if any, shall begin no later than sixty (60) days prior to the expiration date.

MAP's final offer on duration is more than one year.

The Village's Final Offer

This Agreement shall be in effect for one year.

MAP's Argument

MAP argues that a shortened period would cause further expenses for the Village and it would help to offset fees and costs of so quickly renegotiating another contract. It also argues that the seeds of the first contract need to take roots and the parties can take the time to foster a more harmonious working relationship.

The Village's Argument

No additional argument was given.

Analysis

I concur with MAP that a one year contract would require the parties to begin negotiating very soon. A longer period gives the parties a chance to fuller to appreciate their relationship and to work on

Award

MAP's Final Offer of three (3) years is chosen.

Non-economic Issues

Section 5.4. Normal Work Schedule

MAP's Final Offer

The present work schedule shall continue in effect and shall be posted at least two (2) cycles in advance and employees shall be considered so assigned. If the need exists for the Employer to change the assignment of employees, except in cases of emergency, the Employer must provide at least seventy-two (72) hours notice. An employee shall be granted a time-off request for any number of days based on seniority within the shift until the work schedule covering the particular request is posted. All requests made after the schedule is posted are on a first come, first served basis. The first request shall not be denied except in extenuating circumstances. If more than one (1) employee requests for the same time off, subsequent requests for time off made more than five (5) days in advance will not be denied except when shift staffing is one (1) below the minimum requirement or in cases of extenuating circumstances. Any request for time off made five (5) days or less in advance shall be granted at the discretion of the Chief.

The Village's Final Offer

The Village is in agreement with the MAP final offer.

MAP's Argument

MAP argues that theirs is not an unreasonable demand. It deals with time-off in a fair and equitable manner. The Chapter desires the implementation of both a "seniority" system and a "first come, first served" system for time-off requests. The Chapter does not believe it is infringing on management rights with its submitted language.

The Village's Argument

The Village is in agreement with the MAP final offer, but believes that vacation time language should also be included here whether or not it is addressed in the "Vacation" portion of the Agreement.

Analysis

The parties are close to agreement on this issue. The Village wants to add issues related to Vacation in this clause. There is no information about the specifics of what the Village is referencing.

Award

MAP's Final Offer is chosen, subject to a satisfactory resolution on the Vacation issue.

A R T I C L E X I G R I E V A N C E P R O C E D U R E

Section 11.1. Definition

MAP's Final Offer

A grievance is a difference of opinion between an employee and the Village with respect to the meaning or application of the express terms of this Agreement excluding matters within the jurisdiction of the Board of Fire and Police Commissioners.

Village's Final Offer

Recent legislation affects this portion of the Agreement. The union representatives stated they would forward a copy to the Village. No information was ever received by the Village.

MAP's Argument

No additional argument was given.

The Village's Argument

No additional argument was given.

Analysis

This is a common definition of what a grievance is. If there is a law that prohibits the Village from making progress on this issue the Village could have also made it available.

Award

MAP's Final Offer is chosen.

Section 11.2. Procedure for Grievance

MAP's Final Offer

Recognizing that it is to the benefit of all concerned to raise and settle grievances promptly, a grievance must be raised within five (5) calendar days of the time the grievant becomes aware of the facts giving rise to the grievance.

STEP ONE: The employee, with or without a Chapter representative, may take up a grievance with the Watch Commander within five (5) calendar days of its occurrence. The Watch Commander shall then attempt to adjust the matter and shall respond within five (5) calendar days after such discussion. If the grievance is adjusted at Step One, the Supervisor shall notify the Chief and Chapter representative in writing within ten (10) days thereafter the nature of the grievance and its resolution.

STEP TWO: If not adjusted in Step One, the grievance shall be reduced to writing and presented by the Chapter to the Chief of Police within ten (10) calendar days following the receipt of the Watch Commander's answer in Step One. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his/her immediate Supervisor or Watch Commander, and Chapter Representative within ten (10) calendar days after receipt of the grievance from the Chapter. The Chief of Police shall then render a decision, based on the supplied information during the meeting, within ten (10) calendar days of the meeting.

STEP THREE: If the grievance is not adjusted in Step Two, the grievance shall be submitted to the Ford Heights Board of Fire and Police Commissioners within five (5) calendar days of the receipt from the Chief of Police of his response to the Step Two procedure. A meeting shall be held at a mutually agreeable time and place and participants shall discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Ford Heights Board of Fire and Police Commissioners, or its designated representative, shall give the Chapter the Employer's answer within ten (10) calendar days following their meeting.

STEP FOUR:

- a. If the Chapter is not satisfied with the decision of the Ford Heights Board of Fire and Police

Commissioners, or its designated representative, the Chapter may appeal the grievance to arbitration by notifying the Ford Heights Board of Fire and Police Commissioners, or its designated representative in writing within ten (10) calendar days after receipt of the Ford Heights Board of Fire and Police Commissioners, or its designated representative's response in Step 3. Within receipt of such request the Chapter and/or the Village shall request a list of seven (7) arbitrators who shall be members in good standing of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service (FMCS). Both the Village and the Chapter shall have the right to strike three (3) names from the panel. The order of alternate striking shall be determined by either mutual agreement or by a coin toss, with the losing party starting by striking a name first. The person remaining shall be the arbitrator. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The arbitrator shall fix the time and place of the hearing which shall be as soon as possible after his selection subject to the reasonable availability of Chapter and Village representatives.

The Arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing subject to the availability of Chapter and Village representatives.

The Village and Chapter shall have the right to request the Arbitrator to require the presence of witnesses or documents. Both parties may retain the right to employ legal counsel.

b. The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue raised by the grievance as originally submitted in writing to the Village, and shall have no authority to make his decision on any issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step 1 of this grievance procedure.

The Village's Final Offer

If the Chapter is not satisfied with the decision of the Ford Heights Board of Fire & Police Commissioners or its designated representative, the Chapter may appear for administrative review. The balance of Section should be stricken.

MAP's Argument

The Chapter seeks a fair and proper way to deal with grievances filed by its members.

The Village's Argument

No additional argument was given.

Analysis

It is common in labor management relations to have a process that progresses towards a conclusion when differences occur over matters of discipline. The final offer of MAP is not only consistent with the language in the agreements in its examples, but is language in common in the region and the State of Illinois.

Award

MAP's Final Offer is chosen.

Section 12.1. Procedure of Discipline

MAP's Final Offer

The Village recognizes the principles of progressive discipline for minor offenses. In this regard, the Village may impose the following penalties for minor and/or major offenses:

- a. Oral reprimand;
- b. Written reprimand;
- c. Suspension.

The parties recognize that certain more serious major offenses may require a deviation from the principles of progressive discipline and that may result in Suspension and/or Discharge, depending upon the circumstances involved.

The Village's Final Offer

The language is ambiguous in that minor and major offenses must be defined with discipline decided accordingly.

MAP's Argument

The Chapter seeks a fair and equitable way of dealing with discipline.

The Village's Argument

No additional argument was given.

Analysis

In MAP's examples, Oak Forest, Crete and Sauk Village provide more detail in the clause than proposed by MAP's final offer. Again, I am not using MAP's examples as comparables, but as instructive to inform on practices that may be common. It behooves the parties to better define this clause to avoid ambiguity and confusion.

Award

MAP's Final Offer is chosen, subject to definition of minor and major issues.

Section 12.2. Manner of Discipline

MAP's Final Offer

In the event a disciplinary investigation of an Employee is initiated and the Employer intends to discipline an Employee, the Employer shall notify the Union and set a meeting for conveyance of the disciplinary action. The meeting shall be set at a mutually agreeable date within a reasonable time period for all parties involved.

The employee shall be informed of the reason for the contemplated disciplinary action including any names of witnesses and copies of pertinent documents.

Employees shall be informed of the rights to Union representation and shall be entitled to such. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for the employee's actions that led to the discipline. If the employee does not request Union representation; a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

This section does not supersede the authority of the local Board of Police Commissioners for appeal of discipline and other matters.

The Village's Final Offer

This Section's language is dependent upon resolving the issues presented in Section 12.1.

MAP's Argument

The Chapter seeks a fair and equitable way of dealing with discipline.

The Village's Argument

No additional argument was given.

Analysis

The MAP final offer is common language in collective bargaining agreements intended to ensure a predictable and fair process when employees are disciplined.

Award

MAP's Final Offer is chosen.

Section 12.4. Purge of Personnel File

MAP's Final Offer

Any written reprimand shall be removed from the employee's record, if, from the date of the last reprimand, eighteen (18) months have passed without the employee receiving any additional reprimands or disciplines. The parties agree that the removal of reprimand shall be on the written notice of the affected employee.

The Village's Final Offer

The Village's position is that a minor reprimand can be removed at 18 months upon written request from employee provided no new reprimands or disciplinary action has been taken. Major reprimands remain on file.

MAP's Argument

No additional argument was given.

The Village's Argument

No additional argument was given.

Analysis

Eighteen months is sufficient time for an employee to demonstrate that the written reprimand achieved its intended purpose of warning the officer against further behavior that prompted the written reprimand in the first place.

Award

MAP's Final Offer is chosen.

Review and Summary of the Award

Section 5.1. Compensation

18.3% (\$14.20) an hour starting salary for police officer.
2.2% increase at each step representing years of service.
2.7 % increase in year two.
2.7% increase in year three.
18.3% increase for Sergeant
18.8% increase for Part-time.

Section 5.6. Compensatory Time

The Village's Final Offer is chosen.

Section 5.11. Meetings

The Village's Final Offer is chosen.

Section 8.1. Holiday

MAP's Final Offer is chosen.

Section 9.2. Sick Leave

The Village's Final Offer is chosen.

Section 9.3. Funeral Leave

MAP's Final Offer is chosen.

Section 11.3. Fees and Expenses of Arbitration

MAP's Final Offer is chosen.

A R T I C L E X I V
HOSPITALIZATION AND LIFE INSURANCE
Section 14.1. Hospitalization

The Village's Final Offer is chosen.

Section 22.1. Termination

MAP's Final Offer of three (3) years is chosen.

Non-economic Issues

Section 5.4. Normal Work Schedule

MAP's Final Offer is chosen, subject to a satisfactory resolution on the Vacation issue.

A R T I C L E X I GRIEVANCE PROCEDURE
Section 11.1. Definition

MAP's Final Offer is chosen.

Section 11.2. Procedure for Grievance

MAP's Final Offer is chosen.

Section 12.1. Procedure of Discipline


MAP's Final Offer is chosen, subject to definition of minor and major issues.

Section 12.2. Manner of Discipline

MAP's Final Offer is chosen.

Section 12.4. Purge of Personnel File

MAP's Final Offer is chosen.



William A. Nowlin
April 30, 2008