

**BEFORE
EDWIN H. BENN
ARBITRATOR**

IN THE MATTER OF THE ARBITRATION

BETWEEN

VILLAGE OF SKOKIE

AND

**SKOKIE FIREFIGHTERS LOCAL 3033
IAFF**

CASE NOS.: S-MA-10-197
Arb. Ref.: 12.250
(Interest Arbitration)

SUPPLEMENTAL OPINION AND AWARD

I. BACKGROUND AND DISCUSSION

By Interim Award dated September 25, 2013 (“*Interim Award*”) which followed a bench ruling on August 29, 2013, I rejected the Union’s request to change the provisions of parties’ prior collective bargaining agreement governing promotions. The full Opinion and Award (“*Award*”) issued March 31, 2014 resolving the remaining issues in that case and incorporated the *Interim Award* on the promotions issue.¹

The ruling on promotions was limited in scope and duration. As stated in the *Interim Award* and bench ruling at the hearing:²

... I ruled that the provisions of the prior contract governing promotions shall remain for the contract in dispute without

¹ The *Interim Award* is incorporated into the *Award* at 43.

² *Interim Award* at 1-2, 10; Tr. 403-404.

prejudice to the parties' ability to raise the promotional issues in future negotiations or interest arbitration proceedings:

ARBITRATOR BENN: ... So for purposes of this case, this contract, I am going to say that there will be no change to the status quo with respect to the promotion language. ...

You are free to raise it at any time in the future without prejudice ... but as of right now I haven't heard anything that's broken, so even if I could change it, I wouldn't, at least for this contract.

* * *

As earlier noted, this is a limited ruling. This ruling is made without prejudice to either party raising the issue in future negotiations or interest arbitration proceedings. This ruling on this issue is for this contract only.

The Union filed suit in the Circuit Court of Cook County seeking to vacate my ruling on the promotions issue.³ On January 4, 2016, the Court issued an Agreed Order concerning the promotions issue. The Court, by agreement of the parties, ordered that my rulings “are hereby vacated because they are moot” and dismissed that action “as moot.” A copy of the Agreed Order is attached.

The promotions issue addressed by me in the *Interim Award* and *Award* (and “in conformance with this Court’s Order”) is now moot.

First, as set forth above, my ruling on promotions was without prejudice to the parties' positions for future negotiations or interest arbitration proceedings and was limited *only* to the collective bargaining agreement that was before me in this case. That contract was for the period May 1, 2010 through April 30, 2014.⁴ That contract has now expired.

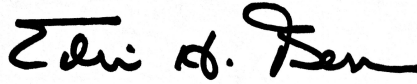
Second, the parties advise me that they have negotiated a successor contract to the one I decided in the *Award* and have addressed promotions in that contract.

³ *Skokie Firefighters Local 3033, IAFF v. Village of Skokie*, Case No. 13 CH 22972.

⁴ *Award* at 5-7, 44.

II. CONCLUSION

The issue of promotions addressed by me in the *Interim Award* dated September 25, 2013 as incorporated into the full *Award* dated March 31, 2014 is now moot.

A handwritten signature in black ink, reading "Edwin H. Benn". The signature is written in a cursive style with a horizontal line underneath it.

Edwin H. Benn
Arbitrator

Dated: January 8, 2016

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

Skokie Firefighters Local 3033, IAFF,)	
)	
Plaintiff,)	
)	Case No. 13 CH 22972
vs.)	
)	
Village of Skokie,)	
)	
Defendant.)	

AGREED ORDER

This matter coming before the Court on Defendant's Section 2-619(a)(9) Motion to Dismiss, the Court having jurisdiction over the parties, it is hereby ordered that:

① This proceeding is DISMISSED as moot.
② Arbitrator Edwin Benn's September 25, 2013 Interim Award (Promotions) and all

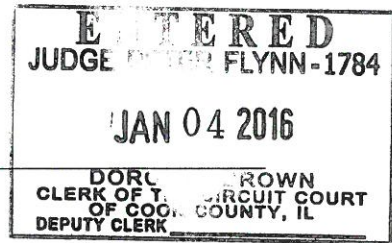
portions of the March 31, 2014 Opinion and Award pertaining to Article XXI promotional language are hereby vacated because they are moot. Arbitrator Benn is directed to issue a supplemental Award indicating that the Interim Award and all portions of the Opinion and Award pertaining to Article XXI promotional language are vacated in conformance with this Court's Order, and to provide a copy to the Illinois Labor Relations Board for publication.

This case is dismissed by agreement of the parties, with each side to bear its own costs and attorneys' fees.

Entered:

Dated:

Judge:



[Handwritten signature]

Judge's No.

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