

**ILLINOIS LABOR RELATIONS BOARD
BEFORE
ROBERT PERKOVICH**

<p>CITY OF HIGHLAND PARK,</p> <p style="text-align: center;">EMPLOYER,</p> <p style="text-align: center;">AND</p> <p>TEAMSTERS LOCAL 700 (SERGEANTS)</p> <p style="text-align: center;">UNION.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>ILRB NO. S-MA-15-283</p>
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INTEREST ARBITRATION OPINION AND AWARD

An arbitration hearing was held in Highland Park, Illinois on January 27, 2016 before Arbitrator Robert Perkovich who was jointly chosen to serve as such by the parties, City of Highland Park ("Employer") and Teamsters, Local 700 ("Union"). The Employer was represented by its counsel, Benjamin Gehrt, and the Union was represented by its counsel, Cass T. Casper. The parties submitted their proofs in narrative fashion and orally argued the merits of their respective positions.

I have carefully considered the record as a whole including the parties' proofs and arguments and have assessed those against the criterion set forth in Section 14(h) of the Illinois Public Labor Relations Act. In doing so I find as follows:

AWARD

Wages

That Article 15, Section 15.1 and Appendix B of the parties' collective bargaining agreement shall be amended to reflect the following wage adjustments:

Effective January 1, 2016, adjust the wage tables in Appendix B based on the following:

January	1,	2016-2.00%
(retroactive to 1-1-2016 on all hours worked or paid)		
January 1, 2017-2.00%		
January 1, 2018-2.00%		

In addition to the wage adjustment above, effective January 1, 2016, employees covered by this Agreement shall receive equity pay based of the following:

January 1, 2016-0.00% (i.e., total lift = 2.00% with equity pay)
January 1, 2017-0.50% (i.e., total lift = 2.50% with equity pay)
January 1, 2018-0.75% (i.e., total lift = 2.75% with equity pay)

The equity adjustment is considered part of the sergeants' base pay and is therefore considered pensionable income.

Pre-Shift Preparation Time/"Supervisor Days"

That there shall be a new contract provision in the parties' collective bargaining agreement to read as follows:

Sergeants shall report for 15 minutes of pre-shift preparation time. The 15 minutes of pre-shift preparation time shall be compensated in the form of compensatory time. This compensatory time will be "front loaded" in the form of 4 "Supervisor Days" (48 hours) which are placed in each Sergeant's accrued leave bank on January 1 of each year (beginning with January 1, 2016). All Sergeants shall receive these Supervisor days, regardless of their assignment.

The Sergeants shall use their Supervisor Days in the year they are accrued. If the Sergeant has unused Supervisor Days remaining at the end of the year, they shall be cashed out during the last pay period of the year. Because of the limited number of Sergeants available to cover for shift shortages, the use of a Supervisor Day cannot cause a supervisory shift shortage because it would be unduly burdensome to fill that shortage.

As per the parties agreement to submit to me the matter of a pending grievance arbitration on this same issue, I find that the Employer has agreed to the backpay calculation method proposed by the Union, but from January 1, 2014 to December 31, 2015:

- o .25 hours of overtime pay for every shift a sergeant worked in-service or in-service acting commander, as recorded in the EDEN payroll system

The Union shall withdraw the pending grievance.

Fitness Bonus

That this issue is withdrawn in favor of current contract language.

Mandatory 8-hour Rest Period

That this issue is withdrawn in favor of the status quo practice.

Deferred Compensation Fund

That the parties' collective bargaining agreement shall include a Side Letter to read "The City will use its best efforts to add an additional deferred compensation plan with lower fees within 90 days of the Arbitrator's Award, if one is available."

Travel Time For Training

That the parties' collective bargaining agreement shall be amended to read such that their 12-hour shift side letter will be amended as follows for travel time:

In the event the City requires a Sergeant assigned to active patrol to attend a training course outside of City boundaries, the Sergeant will be paid and reimbursed the following – for training classes outside of City boundaries up to and including thirty (30) miles, the Sergeant will be credited one (1) hour towards the Sergeant's regular 12 hour shift and any training class held over thirty (30) miles away will be credited two (2) hours towards the Sergeant's regular 12 hour shift. The City will determine the mode of transportation and will make all necessary travel arrangements. Travel distance will be determined through use of an Internet mapping service, as determined by the City, from the police station or the Sergeant's residence, to the location of the training, whichever is less. If the training class is less than 8 hours in duration, the remaining time will be credited against travel time.

Reopeners

That the parties' collective bargaining agreement shall include the following reopener language:

The parties recognize that a significant portion of the City's General Fund Revenues are based on revenue provided by the State through the Local Government Distributive Fund ("LGDF"). The parties further recognize that for several years, the State Legislature and/or Governor's office have threatened to reduce the City's share of LGDF funds. A reduction in LGDF funds would significantly limit the City's ability to fund Police Department operations. Therefore, the parties recognize and agree that employee salary increases will be based in part on the continued receipt of LGDF funds.

To this end, the parties agree that the salaries above will be linked to the amount of LGDF funding that will be received from the State of Illinois, based on the State fiscal year 2015 distribution (July 1, 2014-June 30, 2015). Notwithstanding the foregoing wage adjustments, if the State of Illinois legislature reduces the City's revenues from the Local Government Distributive Funds ("LGDF") by 50% or more, the City shall have the right to reopen this Section 15.1 only. **Such reopener may not be invoked by the City prior to January 1, 2017.** If the parties are unable to reach resolution pursuant to the reopener provided for in this Section, either party may invoke the impasse provisions provided for in Section 14 of the Illinois Public Labor Relations Act.

Notwithstanding the foregoing wage adjustments, if the State of Illinois legislature freezes local property taxes at any time during the contract period, the City shall have the right to reopen this Section 15.1 only. **Such reopener may not be invoked by the City prior to January 1, 2017.** If the parties are unable to reach resolution pursuant to the reopener provided for in this Section, either party may invoke the impasse provisions provided for in Section 14 of the Illinois Public Labor Relations Act.

WIN Program

That Section 16.1a, Cost, shall be amended as follows:

Employee medical premium contributions shall be as set forth in Attachment D. In addition, employees shall take part in the WIN Program as it applies to all non-union employees. The City will give the Union 30 days' notice and, upon request, meet and discuss any changes with the Union. The City will offer to train employees on any changes that are implemented.

Tentative Agreements:

That shall be no other changes to the contract language unless previously TA'd by the parties.

Retention of Jurisdiction:

That I retain jurisdiction to oversee enforcement of this award.

DATED: February 8, 2016



Robert Perkovich, Arbitrator