

**BEFORE  
EDWIN H. BENN  
ARBITRATOR**

**IN THE MATTER OF THE ARBITRATION**

**BETWEEN**

**VILLAGE OF MAYWOOD**

**AND**

**ILLINOIS COUNCIL OF POLICE**

**CASE NOS.:** S-MA-16-119  
Arb. Ref: 15.290  
(Interest Arbitration)

**OPINION AND AWARD**

Upon presentation of the parties' evidence and arguments, it is hereby ordered:

This award issues on the following basis:

1. This award is non-precedential and, except for terms previously agreed to by the parties and incorporated into this award, shall not be considered as a *status quo* for future contracts. Specifically, the terms set in paragraph 4 below shall not be the *status quo* for use in contract negotiations or interest arbitration proceedings for future contracts beyond the expiration of the collective bargaining agreement covered by this award.

2. There is an issue concerning the manning provisions in the predecessor contract which the Village contends is a permissive subject of bargaining and therefore should not be included in this Agreement and that an interest arbitrator

is without authority to rule on that issue for inclusion in this contract. The Union contends that because the parties negotiated manning provisions into the predecessor contract, the manning provisions must be considered by an interest arbitrator as part of a successor agreement. Neither party has requested a declaratory ruling by the Labor Board's General Counsel on this issue. This award does not address whether the manning provisions as they currently exist cannot be considered by an interest arbitrator as urged by the Village. The parties' positions are preserved for future contract negotiations, interest arbitrations or declaratory rulings from the Labor Board's General Counsel.

3. The term of the parties' collective bargaining agreement shall be from May 1, 2014 to April 30, 2017. Prior tentative agreements reached by the parties shall be incorporated into this award.

4. The sole issue in this case is scheduling. Under the terms of the non-precedential provisions set forth in paragraph 1, it is hereby ordered:

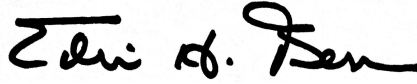
A. Effective immediately, eight bargaining unit employees may be assigned to 12-hour shifts. The next four new hires may also be assigned to 12-hour shifts. Officers assigned to 12-hour shifts shall have all benefit time converted to hours.

B. Manning for the three daily combined shifts shall be 5/5/5. Sergeants shall count towards manning when assigned to street duties.

C. Part-time officers can be used to fill-in for bargaining unit employees and be counted towards manning only if bargaining unit volunteers are first sought and do not accept opportunities to work the amount of time offered.

Maywood and ICOPs  
Interest Arbitration  
Page 3

5. This matter is now remanded to the parties to draft language consistent with this award. The undersigned shall retain jurisdiction to resolve disputes concerning the drafting of that language.

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

Edwin H. Benn  
Arbitrator

Dated: August 15, 2016