



## **PROCEEDINGS AND STIPULATIONS**

This is an interest arbitration under Section 14 of the Illinois Public Labor Relations Act (Act) to determine resolution of disputed terms of the successor Collective Bargaining Agreement (Agreement) between the Illinois Fraternal Order of Police Labor Council (the Union) and the City of Litchfield, Illinois (the Employer or the City). The current Agreement expired on April 30, 2019. Employees represented by the Union and subject to the provisions of the Agreement are Patrolmen and Sergeants.

As a result of the parties' inability to reach agreement on the disputed terms, resolution of the matter was submitted to the interest arbitration procedures of the Act. The parties selected the undersigned to serve as the neutral sole arbitrator for the interest arbitration.

At the hearing, the parties submitted ground rules and stipulations which are presented as Joint Exhibit 3 and signed by the parties. Included in the ground rules and stipulations are the tentative agreements the parties reached during negotiations, the issues remaining at impasse and the respective final offers of the parties. The parties further determined and stipulated which of the issues are deemed "economic" within the meaning of Section 14(g) of the Illinois Public Labor Relations Act and which require that the Arbitrator must choose either the Employer's final offer or the Union's final offer.

The following represents the remaining and final list of disputed issues to be resolved by the Arbitrator.

The parties have determined that the following issues are "economic":

- a) Article XIV – Sick Days, Section 14.2, Accumulation
- b) Article XV – Other Leaves of Absence, Section 15.1, Personal Leave Days
- c) Article XVI – Rates of Pay, Section 16.1, Wages, Appendix C
- d) Article XXV – Miscellaneous Provisions, Section 25.3, Take-Home Cars

The parties have determined that the following issues are "non-economic":

- a) Article XIII – Vacation Days, Section 13.5 – Maximum Increments
- b) Article XIII – Vacation Days, Section 13.6 – Priority Vacation Requests

All other issues except the ones contained in the following award have been agreed to and/or withdrawn.

### **STATUTORY CRITERIA**

The Illinois Public Labor Relations Act mandates certain requirements in interest arbitration cases. Section 14 (h) of the Act sets forth the factors to be considered in these cases:

(h) Where there is no agreement between the parties, ... the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

(1) The lawful authority of the employer.

(2) Stipulations of the parties.

(3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

(4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

(A) In public employment in comparable communities.

(B) In private employment in comparable communities.

(5) The average consumer prices for goods and services, commonly known as the cost of living.

(6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.

(7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-

finding, arbitration or otherwise between the parties, in the public service or in private employment.

Additionally, with respect to each economic issue in dispute, the Arbitrator is required to adopt the final offer of one of the parties. With respect to each non-economic issue, the Arbitrator may adopt the final offer of one of the parties or may render an alternative resolution.

### **COMPARABLES**

The parties have stipulated that the following seven communities are to be considered as comparable to the City of Litchfield for purposes of this proceeding:

Carlinville  
Greenville  
Hillsboro  
Pana  
Staunton  
Taylorville  
Vandalia

The Union has proposed an addition to the list of comparable communities. The proposed community is Jerseyville. The City has no desire to include Jerseyville in the list of comparable communities.

The Union has offered arguments supporting their position on the issue and the Arbitrator has summarized them as follows. The Union contends:

- 1) Jerseyville is substantially similar to Litchfield across several traditional variables and factors.
- 2) The population of Jerseyville and Litchfield are roughly the same.
- 3) The distance between Litchfield and Jerseyville (39 miles) is very similar to the distances between Litchfield and the communities of Pana, Taylorville and Vandalia.

- 4) The number of full-time city employees in Litchfield and Jerseyville are equivalent.
- 5) Jerseyville is a proper comparable for the purposes of this litigation.

The City has offered arguments supporting their position on the issue and the Arbitrator has summarized them as follows. The City contends:

- 1) Jerseyville is not a member of the same labor market as Litchfield.
- 2) No candidates on Litchfield's current "eligible roster" for employment reside in Jerseyville, reinforcing that Jerseyville is not in the same labor market as Litchfield.
- 3) The only reason that the Union is proposing to include Jerseyville as a comparable community is Jerseyville's recent negotiated wage increases which were inflated due to unique circumstances affecting Jerseyville.
- 4) The agreed-upon seven comparable communities are more than sufficient to render a Section 14(h)(5) analysis and there is no need to add to that number of communities.
- 5) Jerseyville should not be included as a comparable community for the purposes of this arbitration proceeding.

The Union presents reasonable arguments for the inclusion of Jerseyville as a comparable community. Various factors, including population, proximity and number of employees indicate the similarity between Litchfield and Jerseyville. If the Arbitrator were to consider only these factors, the Arbitrator would agree with the Union's proposal regarding the addition of Jerseyville as a comparable community. However, the Arbitrator cannot look past what the Arbitrator believes is the obvious reason for the Union's interest in including Jerseyville at this time. That reason is the recent (and unusually high) wage increases negotiated by Jerseyville with its police personnel.

The Jerseyville wage increases resulted from a unique set of circumstances affecting Jerseyville. The Mayor of Jerseyville testified that the wage increases:

- a. Were necessary to increase Jerseyville police wages to more closely align with the level of wages in other local police departments,
- b. Were necessary to avoid turnover and loss of Jerseyville police officers to other local communities,
- c. Were necessary to provide suitable wage separation between Jerseyville police officers and other Jerseyville city employees with non-critical responsibilities, and
- d. Were a one-time adjustment.

There is no evidence or indication that the Union ever proposed the inclusion of Jerseyville as a comparable community prior to these contract negotiations. It could well be that up until now, utilizing the prior (and much lower) wage levels in Jerseyville for comparison purposes were not fully supportive of the Union's wage targets for Litchfield police officers.

The parties have stipulated to seven comparable communities. It appears that the seven communities have worked well for the parties in the past.

As a result, and for the reasons above, the Arbitrator finds in favor of the City and does not accept the Union's proposal to add Jerseyville as a comparable community for the purposes of this proceeding.

### **FINAL OFFERS AND DISCUSSION**

The following identifies the final offers of the parties as presented in the ground rules and stipulations or as modified by agreement of the parties during the hearing.

#### **Article XIII – Vacation Days, Section 13.5, Maximum Increments**

#### **Article XIII – Vacation Days, Section 13.6, Priority Vacation Requests**

##### **City's Final Offer**

Section 13.5 - A maximum of one hundred twenty (120) hours of vacation may be requested off for any one (1) vacation period.

Section 13.6 – During the month of January, Employees may select up to a maximum of one hundred twenty (120) hours of vacation as priority vacation time based on seniority.

#### Union's Final Offer – Status Quo

Section 13.5 - A maximum of fifteen (15) working days of vacation may be requested off for any one (1) vacation period.

Section 13.6 – During the month of January, Employees may select up to a maximum of fifteen (15) working days of vacation as priority vacation time based on seniority.

#### Discussion and Decision

The Union has offered arguments supporting their position on the issue and the Arbitrator has summarized them as follows. The Union contends:

- 1) The City failed to show that there is a proven need for the changes.
- 2) The City has not offered sufficient value to the Union to support the changes.
- 3) The Union desires to maintain the status quo with no changes to the contract language.

The City has offered several arguments supporting their position on the issue and the Arbitrator has summarized them as follows. The City contends:

- 1) The changes are necessary to correct an oversight and restore the intent of what the parties originally negotiated when selection of vacation schedules was based on a five (5) day, forty (40) hour work week, or a maximum vacation period of three (3) calendar weeks.
- 2) Leaving the current CBA language unchanged would allow officers to schedule and take twenty-nine (29) calendar days of vacation and is a disproportionate benefit to senior officers.
- 3) Changing the CBA language would provide a more equitable distribution of vacation scheduling opportunities for both senior and junior officers.
- 4) The proposed changes in CBA language is appropriate and supported by both internal and external comparables.

The City proposes to change the contract language regarding the maximum allowable vacation period that an officer may schedule from "fifteen (15) working days of vacation" to "one hundred twenty (120) hours of vacation".

The Union desires to maintain the status quo with no changes to the contract language.

The City suggests that the proposed changes are necessary to correct an oversight which should have been addressed in earlier negotiating periods. The City believes that the proposed changes will provide a more equitable arrangement for all officers (senior and junior) in selecting vacation time in the future. While this may be true, there is no evidence to indicate that the officers have expressed a concern regarding the contract language and their ability to schedule vacation. If the issue of vacation scheduling becomes more problematic in the future, the Arbitrator believes the City and the Union will negotiate the appropriate contract language at that time. In addition, the City has not provided any evidence that the current contract language has resulted in any administrative issues affecting staffing or the day-to-day operations of the department.

As a result, and for the reasons above, the Arbitrator finds in favor of the Union and the status quo with no change to the existing contract language of Article XIII – Vacation Days, Section 13.5, Maximum Increments and Section 13.6, Priority Vacation Requests.

#### **Article XIV – Sick Days, Section 14.2, Accumulation**

##### **City's Final Offer – Status Quo**

Each Employee shall be entitled to sixty (60) hours of sick leave per year after completing one year of employment and one hundred twenty (120) hours of sick leave after completing three (3) years of employment. Sick leave may be accumulated and carried over from year to year up to seven hundred twenty (720) working hours.

##### **Union's Final Offer**

Each Employee shall be entitled to sixty (60) hours of sick leave per year after completing one year of employment and one hundred and eighty (180) hours of sick leave after completing three (3) years of employment. Sick leave may be



accumulated and carried over from year to year up to seven hundred (720) working hours.

### Discussion and Decision

The Union has offered arguments supporting their position on the issue and the Arbitrator has summarized them as follows. The Union contends:

- 1) The proposed increase in sick leave hours is consistent when compared with other City employees represented by the Laborers International Union of North America, Local 773, which provides for fifteen (15) working days for employees with more than three (3) years of continuous service.
- 2) The proposed increase in sick leave hours is consistent when compared with the City's fire fighters, which also provides for fifteen (15) working days for employees with more than three (3) years of continuous service.

The City has offered arguments supporting their position on the issue and the Arbitrator has summarized them as follows. The City contends:

- 1) The Union's proposed 50% increase in sick leave hours from 120 hours to 180 hours is a "significant change" to the current contract language.
- 2) The Union has not offered any proposal to offset the increased cost to the City which would result from the additional sick leave hours.
- 3) The Union failed to meet the necessary burden of proof required to support such a significant change to the Collective Bargaining Agreement.
- 4) The City desires to maintain the status quo with no change to the contract language.

The Union's sole position is that their proposal to increase the number of sick leave hours from 120 hours to 180 hours is necessary to achieve consistency with internal comparables. While the Arbitrator recognizes the Union's desire for parity among City work groups, in this case, the Arbitrator does not believe that the internal comparisons, alone, justify the proposed change. The requested change is significant and results in increased costs to the City. There is insufficient evidence to support the

necessity for the change and the Union has not provided an offset to these increased costs.

As a result, and for the reasons above, the Arbitrator finds in favor of the City and does not accept the Union's proposal regarding change to the contract language of Article XIV – Sick Days, Section 14.2, Accumulation.

### **Article XV – Other Leaves of Absence, Section 15.1, Personal Leave Days**

#### **City's Final Offer – Status Quo**

Newly-hired full-time Employees under this Agreement shall be credited with three (3) personal days on their first day of employment. Personal days shall be measured by the length of the officer's actual work day. After completion of their first year of employment, all full-time Employees under this Agreement shall be entitled to four (4) personal days with pay, as of their anniversary of hire date in each year during the term of this Agreement. Employees' personal leave accruals shall be calculated and pro-rated, as necessary, to ensure that Employees receive the same net benefit. These personal days shall be allowed only upon arrangement and authorization by the Chief of Police. Unused personal days shall not accumulate from year to year. In the event that the Department changes work schedules to less than 12-hour shifts, the proportionate reduction in personal leave hours shall not be reduced below 40 hours per year for officers with more than one (1) year of service.

#### **Union's Final Offer**

Newly-hired full-time Employees under this Agreement shall be credited with three (3) personal days on their first day of employment. Personal days should be measured by the length of the officer's actual work day. After completion of their first year of employment, all full-time Employees under this Agreement should be entitled to four (4) personal days with pay, as of their anniversary date of hire in each year during the term of this Agreement. Employee's personal leave accrual shall be calculated and pro-rated as necessary, to ensure that Employees receive the same net benefit. These personal days shall be allowed only upon arrangement and authorization by the Chief of Police, but any personal day that is requested with 14 days' notice shall not be denied. Unused personal days shall not accumulate from year to year. In the event that the Department changes the work schedules to less than 12-hour shifts, the proportionate reduction in personal leave hours not be reduced below forty (40) hours per year for officers with more than one (1) year of service.

#### **Discussion and Decision**

The Union has offered the following argument supporting their position on the issue and the Arbitrator has summarized it as follows. The Union contends:

- 1) The addition of the language "but any personal day that is requested with 14 days' notice shall not be denied" is consistent with internal comparables, namely the Fire Fighters, Local Union 3252.

The City has offered several arguments supporting their position on the issue and the Arbitrator has summarized them as follows. The City contends:

- 1) The Union's proposal would strip the Police Chief of his ability to manage departmental scheduling.
- 2) The current process for approval of requests for personal leave days is fair and equitable.
- 3) There is no evidence to indicate that the current process is broken.

While the parties have agreed to certain "clean-up" changes to Section 15.1, Personal Leave Days (removal of expired dates), the Union proposes to add the phrase "but any personal day that is requested with 14 days' notice shall not be denied". The Union believes that the addition of the new language would be consistent with the manner in which requests for leave days are administered for City's fire fighters. The language for the fire fighters reads, "Employees covered by this Agreement will receive three (3) personal days per year to be taken, except in an emergency, at the employee's discretion with two weeks advance notice".

The City rejects the Union's proposal to include the new language in Section 15.1. The City suggests that the change will adversely affect the Police Chief's ability to management the department and the Union failed to substantiate a need for the change.

While the Arbitrator recognizes the interest of the Union in suggesting the new language and the benefit it would provide to the work group, the Arbitrator does not believe there is sufficient evidence or reasons to support the change. The Arbitrator believes the proposed language would limit the Police Chief's authority to effectively and efficiently operate the department. The Chief would have no ability to limit the number of requests for personal leave days as long as they were presented to him fourteen (14) days in advance. What if every officer requested the same day? The

Chief would then have to override and cancel the prior requests, force officers to report to work, incur additional costs/penalties or operate the department understaffed. None of which would be in the interest and welfare of the public. In addition, the language in the Fire Fighters contract appears to provide for flexibility in emergency situations and, in the Arbitrator's opinion, is not comparable to or consistent with the Union's proposal.

As a result, and for the reasons above, the Arbitrator finds in favor of the City and does not accept the Union's proposal for additional language in Article XV – Other Leaves of Absence, Section 15.1, Personal Leave Days.

### **Article XVI – Rates of Pay, Section 16.1, Wages, Appendix C**

#### **City's Final Offer**

Effective May 1, 2019 through and including April 30, 2020 (2.0%)  
Effective May 1, 2020 through and including April 30, 2021 (2.0%)  
Effective May 1, 2021 through and including April 30, 2022 (2.25%)  
Effective May 1, 2022 through and including April 30, 2023 (2.50%)

#### **Union's Final Offer**

The Union proposes increases of:  
2.00% effective 5/1/2019  
2.25% effective 5/1/2020  
2.50% effective 5/1/2021  
2.75% effective 5/1/2022

#### **Discussion and Decision**

The Union has offered arguments supporting their position on the issue and the Arbitrator has summarized them as follows. The Union contends:

- 1) Both the Union's and the City's wage increase proposals meet or exceed the current and/or projected cost of living over the term of the contract.
- 2) The City has not indicated that it is "unable to pay" the wage increases proposed by the Union.

- 3) If Jerseyville is accepted as a comparable community, the Union's proposed wage increases better align with the average wage increases for external comparables.

The City has offered several arguments supporting their position on the issue and the Arbitrator has summarized them as follows. The City contends:

- 1) The City's wage increase proposals more closely align with the current and projected cost of living.
- 2) The City's wage increase proposals are more closely aligned with internal comparables.
- 3) The City's wage increase proposals would enable City police officers to maintain their relative ranking when comparing their wage rates to the agreed-upon seven external comparable communities.
- 4) The City's wage increase proposals are in the best interest and welfare of the public.

The parties wage proposals do not differ significantly. The parties agree on a first-year (2019-2020) wage increase of 2.0%. In the following three years of the Agreement, the Union's wage proposals exceed the City's by 0.25% each year. Over the term of the contract, the Union's proposal would increase wages by approximately 9.84% while the City's proposed wage growth over the same period would be approximately 9.04%. The inability to reach agreement in the following three years has resulted in the impasse on wages. As a result, the issue facing the Arbitrator is to determine which wage proposal for the final three years of the contract is more reasonable when evaluated under the statutory criteria of the Illinois Labor Relations Act.

Both parties wage increase proposals exceed the cost of living, both current and projected. The City has not suggested it is financially unable to pay the wage increases proposed by the Union. Internal comparables provide little value in the comparison of wage proposals. As noted earlier in this award, the Arbitrator has determined that

Jerseyville should be excluded from consideration as a comparable community. Exclusion of Jerseyville from the list of comparable communities for this proceeding has negated the Union's main argument regarding external comparability.

As a result, and for the reasons stated above, the Arbitrator finds that the City's wage proposal is more favorable. The City's wage increase proposal is accepted.

### **Article XXV – Miscellaneous Provisions, Section 25.3, Take-Home Cars**

#### **City's Final Offer**

The City rejects the Union's proposal.

#### **Union's Final Offer - New Contract Provision**

Employees residing within the U.S. Postal Zip Code 62056 shall be permitted to take squad cars to their residence.

#### **Discussion and Decision**

The Union has offered arguments supporting their position on the issue and the Arbitrator has summarized them as follows. The Union contends:

- 1) Expanding the current City policy regarding take-home cars to include eligibility for officers living within the 62056 Zip Code and incorporating the language into the Collective Bargaining Agreement is in the interest and welfare of the public.
- 2) The Union's proposed policy will result in quicker response times on call-outs by allowing officers to respond from home rather than first traveling in to the headquarters to pick up an official vehicle.
- 3) Maintenance and cleanliness of the vehicles would improve.
- 4) The Union's proposal is consistent with the take-home car policy of several comparable communities.

The City has offered several arguments supporting their position on the issue and the Arbitrator has summarized them as follows. The City contends:

- 1) The Union's proposal regarding take-home cars is a "breakthrough" issue and does not satisfy the required criteria to support change of the status quo.
- 2) The Union has not provided any evidence to show that the current policy is broken.
- 3) The current policy applies to all City employees living within the City limits and is fair.
- 4) The Union failed to submit any proposal to offset the cost to the City for having to maintain the additional squad cars that would result if the Union's proposal was implemented.
- 5) Internal and external comparables and other applicable Section 14(h) criteria do not support the Union's proposal.

The City has a policy regarding take-home cars which governs all City employees, including police officers. The policy requires that in order to be eligible to be allowed to have a take-home car, the employee must reside within the City limits. The policy has been in place for several years.

The Union has proposed a change to the City policy as it relates to police officers and proposes that the new language be incorporated in the Collective Bargaining Agreement. The Union suggests that the revised policy would be beneficial to the both the City and the officers, in that officer response times would decrease and maintenance (cleanliness) of the vehicles would be improved.

The City suggests that the Union's proposal is a "breakthrough" issue and fails to meet the standards for consideration. In addition, the City suggests that the Union has not offered any proposal to offset the costs the City would incur for the additional vehicles.

The Arbitrator understands the Union's position and agrees, in theory, that shorter response times to call-outs would have a positive benefit to the public. The Arbitrator also recognizes the individual benefits (maintenance and cleanliness) which may result from having a policy which allows for each officer to have an assigned

vehicle to take home. However, these benefits are not enough to substantiate a change to the policy and inclusion of the modified policy in the Collective Bargaining Agreement.

As a result, and for the reasons above, the Arbitrator finds the City's position on this issue to be more favorable. The City policy regarding take-home cars will not be modified nor incorporated in the Collective Bargaining Agreement of the parties.



**AWARD**

After a careful and thorough review of the evidence and testimony presented at the hearing, an evaluation of the parties' positions on the disputed issues and full consideration of all pertinent and required statutory factors, the Arbitrator summarizes his findings as follows:

Article XIII – Vacation Days, Section 13.5, Maximum Increments

For the Union

Article XIII – Vacation Days, Section 13.6, Priority Vacation Requests

For the Union

Article XIV – Sick Days, Section 14.2, Accumulation

For the City

Article XV – Other Leaves of Absence, Section 15.1, Personal Leave Days

For the City

Article XVI – Rates of Pay, Section 16.1, Wages, Appendix C

For the City

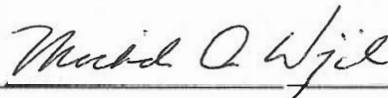
Article XXV – Miscellaneous Provisions, Section 25.3, Take-Home Cars

For the City

I also order that the substance of the above findings is to be incorporated into the parties' Collective Bargaining Agreement, along with all tentative agreements previously reached by the parties and agreed to be included in this Award.

In the event the parties require clarification or assistance in implementing this award, the Arbitrator will retain jurisdiction for a period of at least thirty (30) days from the date of this award.

Dated: January 6, 2020



MICHAEL A. WOJCIK  
ARBITRATOR