

**ILLINOIS LABOR RELATIONS BOARD  
PETER R. MEYERS, Arbitrator**

In the Matter of the Interest  
Arbitration between:

**UNITED STEELWORKERS AND  
ITS LOCAL 9189, AFL-CIO-CLC,**

Union,

And

**CITY OF WOOD RIVER,**

Employer.

Case No. **S-MA-19-227**

**SUPPLEMENTAL  
DECISION AND AWARD**

**Appearances on behalf of the Union**

Stephen A. Yokich—Attorney

**Appearances on behalf of the Employer**

John L. Gilbert—Attorney

Following the issuance of Arbitrator Peter R. Meyers' April 16, 2020, Decision and Award in the above matter, a dispute arose between the above-referenced parties, represented by the above-referenced counsel, regarding the final contract with respect to the Employer's health insurance program. The parties filed their written statements on June 8, 2020, and an oral argument conference call was held on June 12, 2020. Stephen A. Yokich presented on behalf of the Union and John L. Gilbert presented on behalf of the Employer.

## **Introduction**

This Arbitrator was selected in September of 2019 by the City of Wood River, Illinois (hereinafter “the City”), and the United Steel, Paper and Forestry, Rubber, Manufacturing Energy, Allied Industrial and Service Workers International Union, USW-AFL-CIO- CLC (hereinafter “the Union”), pursuant to the rules of the Illinois Labor Relations Board to resolve several issues after the parties had reached an impasse during their contract negotiations over a new collective bargaining agreement. The hearing in this case was held on January 10, 2020, in Wood River, Illinois; and at that time, the parties listed their final offers. Those offers included several items; but when the hearing began, there were only four items that were still unresolved and those items were brought to hearing before this Arbitrator. Those four items that remained and that were ruled upon by this Arbitrator are set forth in the City’s brief as follows:

### **City’s Final Offers:**

Pursuant to discussions prior to the start of the arbitration hearing, the parties narrowed the issues for arbitration to four. The City’s final offers on the four issues follow:

1. Limitation of vacation buy-back/carryover to forty-two (42) hours per year.
2. Treatment of workers compensation leave as not days worked for purposes of overtime entitlement under the collective bargaining agreement.
3. Elimination of sick leave buy back provisions currently in the collective bargaining agreement solely for employees hired after April 30, 2019, the expiration date of the current collective bargaining agreement.

4. The current schedule worked by the police officer members of the collective bargaining unit as set forth in Union Exhibit 1 labeled “Current Schedule.”

The City in its brief listed the Union’s final offer as follows:

The Union’s final offers with respect to the issues to which the parties agreed to arbitrate follow:

1. With respect to vacation buy back/carryover, the Union proposed maintaining the status quo.
2. With respect to workers compensation leave not being counted as days worked, the Union proposed maintaining the status quo.
3. With respect to the elimination of sick leave buy back, the Union proposed that the wage for buyout be based on the last bargaining unit wage and that completion of six (6) years of service be required for eligibility for sick leave buy back.
4. With regard to scheduling, the Union proposed a “New Schedule Idea” contained in Union Exhibit 1.

On April 16, 2020, this Arbitrator issued his Decision and Award on the four unresolved issues set forth above.

In May of 2020, counsel for both parties contacted this Arbitrator as a dispute had arisen over a part of the insurance article of the parties’ new collective bargaining agreement, specifically the last paragraph of Article 21, which states:

All new employees hired after May 1, 2011 whose spouse is employed and has insurance available through employment or other means, medical and/or hospitalization, then that spouse must avail his or herself of the other employer’s insurance and not be covered as a dependent on the insurance provided by the City.

At the hearing in January of 2020, there was no testimony or any evidence

submitted relating to the above paragraph, but the parties now have a dispute as to whether that paragraph continues to remain in effect as part of their new collective bargaining agreement. The parties call that section of the contract the “Spouse Rule.”

The City contends that the Spouse Rule is no longer in effect because in their negotiations, the Union’s final offer relating to health insurance merely stated:

Health Insurance: All employees contribute 10% for dependent coverage.

Since the Union’s proposal was later accepted by the City prior to the hearing, the City contends that the Spouse Rule is no longer part of the parties’ new collective bargaining agreement. The City argues in addition that in its Final Offer No. 4, which was rejected before the hearing, it included language that “spouse rules remains in effect.” Hence, the City contends that the Spouse Rule is no longer a part of the agreement since the Union’s proposal on health insurance was accepted by the City prior to the hearing and the City’s proposal was rejected.

Additionally, the City contends that since the Union argued against the “two-tier system” at the interest arbitration hearing with respect to other aspects of the collective bargaining agreement and this Arbitrator subsequently agreed with aspects of the Union’s argument, that that constitutes further reason to reject the Spouse Rule, which contains what is in essence a two-tier system between senior and junior seniority employees.

The Union argues that there was absolutely no discussion of the elimination of the Spouse Rule and that the parties did not submit the Spouse Rule issue to this Arbitrator, and therefore it remains in effect in the new collective bargaining agreement. The Union

points out that since the Union's proposal contained no changes to the Spouse Rule, the City's acceptance of the Union's proposal on the insurance issue therefore meant that the Spouse Rule remains in effect.

Both parties submitted written statements on this issue, and there was an oral argument held via telephone conference call before this Arbitrator on June 12, 2020.

### **Decision**

The resolution of this seemingly complicated issue is actually relatively simple after a thorough review of the extensive exhibits submitted at the hearing. In its submission on this issue relating to the "Spouse Rule," the City states in Paragraph 3 of its written statement that the Union's proposal on insurance is contained in Joint Exhibit 3 of the arbitration hearing record. The City then goes on to quote that section of that document, albeit incompletely, by writing:

Health Insurance: All employees contribute 10% for dependent coverage.

It is evident from the exhibits that the City did not quote the entire final offer, but only quoted a part of that final offer. Surprisingly, the City attempts to leave the impression in its submission that that was the entire final offer.

After reviewing the extensive record of the interest arbitration hearing, this Arbitrator located the final offer of the Union contained in Joint Exhibit 3, and I hereby set forth the complete Union final offer that appeared in Paragraph 2 of that document in evidence. It reads as follows:


2. Health Insurance: All employees contribute 10% for dependent coverage. Contributions for dependents are

calculated in same as manner as current contract.  
Contribution caps in the current contract remain.

There should be no question that spouses are clearly dependents and that the last paragraph of Article 21 relates to dependent coverage just as the preceding paragraph does. Moreover, as stated above, neither party ever mentioned changing the Spouse Rule at the hearing; and the City actually put the “Spouse Rule remains in effect” language in its final offer. Since the City agrees that the Union’s final offer was eventually accepted by the City prior to the hearing of the other remaining issues before this Arbitrator, I must find that the City accepted the continuation of the Spouse Rule language into the new contract that was finalized after the issuance of this Arbitrator’s Decision and Award dated April 16, 2020.

**Award**

The final paragraph of Article 21 – Insurance that sets forth the language known as the Spouse Rule shall continue to remain a part of the parties’ new collective bargaining agreement that went into effect after the issuance of the interest arbitration Award on April 16, 2020.



**PETER R. MEYERS**  
**Impartial Arbitrator**

**Dated this 22<sup>nd</sup> day of June  
2020 at Chicago, Illinois.**