Interest Arbitration in the Matter Between	FMCS Case No. 170522-55295-6
METROPOLITAN ALLIANCE OF POLICE CHAPTER 690 and THE VILLAGE OF SOUTH HOLLAND, ILLINOIS	Stephen L. Hayford: Arbitrator

# Preliminary Statement

The Parties submitted this Matter to the Arbitrator at a hearing conducted on January 4, 2018, pursuant to the alternative form of impasse resolution provision of Section 14(p) of the <u>Illinois</u> <u>Public Labor Relations Act</u>. That proceeding resulted in the Stipulated Award set our below.

#### Appearances

Attorney and Co-Spokesperson
Union Representative
Union Representative
Union Representative
Attorney and Spokesperson
Co-Counsel

### STIPULATED AWARD

It is hereby ordered that the terms of the parties' May 1, 2017 through April 30, 2021, Collective Bargaining Agreement shall be as follows:

1. <u>Section 17.1. Wages</u>

Section 17.1 – <u>Wages</u> – Current contract language, with current method of calculation, but change the dates as follows:

- A. May 1, 2017: CPI-U increase of 2%. Increase is a min. 2% -- max. 3%; however if CPI-U is 4% or more, then the employee pay increase shall be ½ % less than CPI-U, but not to exceed 6% based on 12 month CPI-U data from Feb. 1, '16 – Jan. 30, '17.
- B. May 1, 2018: CPI-U increase (min. 2% -- max. 3%; however if CPI-U is 4% or more, then the employee pay increase shall be ½ % less than CI-U, but not to exceed 6% based on 12 month CPI-U data from Feb. 1, '17 Jan. 30, '18.
- C. May 1, 2019: CPI-U increase (min. 2% -- max. 3%; however if CPI-U is 4% or more, then the employee pay increase shall be ½ % less than CPI-U, but not to exceed 6%) based on 12 month CPI-U data from Feb. 1, '18 Jan. 30, '19.
- D. May 1, 2020: CPI-U increase (min. 2% max. 3%; however if CPI-U is 4% or more, then the employee pay increase shall be ½ % less than CPI-U, but not to exceed 6%) based on 12 month CPI-U data from Feb. 1, '19 Jan. 30, '20.
- E. Retroactivity: Wages shall be paid retroactively to May 1, 2017 on all compensated hours for all employees employed on the date this Agreement is signed by both parties. The retroactive checks shall be provided within one month of the contract signing.
- 2. One-Time Non-Precedential Law Enforcement Equity Adjustment

On a non-precedential basis, if the total cost-of-living wage increases that result from the parties' negotiated wage formula does not exceed ten percent (10%) over the course of the four (4) year duration of the collective bargaining agreement, then on May 2, 2020 the Village will agree to provide a one-time non-precedential law enforcement equity adjustment equal to the percentage difference between the total cost-of-living wage increases for the term of this agreement and ten percent (10%). Only those employees employed on the date the agreement is executed by both parties and in active duty status on May 2, 2020, shall be eligible to receive the onetime non-precedential law enforcement equity adjustment in the form of a separate check. Neither party shall reference this one-time non-precedential law enforcement equity adjustment in future negotiations or interest arbitrations. This equity provision shall be handled by the parties through a side letter of agreement.

## 3. Insurance Percentage of Premium Paid by Employees

Effective the first pay period after the agreement is signed by both parties, employees shall contribute an additional 1.0% in premium contributions (16%); effective January 1, 2019, employees shall contribute an additional 0.5% in premium contributions (16.5%); effective January 1, 2020, employees shall contribute an additional 0.5% in premium contributions (17%).

## 4. Employee Alcohol and Drug Testing

Amend the language of this Section to read as follows:

a. Section 22.2, Prohibitions. Officers shall be prohibited from consuming alcohol, or <u>medical marijuana</u>, during or just prior to the beginning of the employee's working shift, or consuming or possessing open alcoholic beverages, or <u>medical marijuana</u>, anywhere on any Village premises or job sites, including Village buildings, properties, vehicles and the officer's personal vehicle while using the vehicle on Village business except as may be necessary in the performance of duty.

b. Section 22.3, Drug and Alcohol Testing Permitted. Where the Village has reasonable suspicion to believe that an employee is acting in violation of Section 22.2 above, <u>or the employee is involved in a motor vehicle accident while on duty responding to an emergency call or the employee is injured on duty or as otherwise required by law, the Village shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement.</u>

- 5. All other items not previously tentatively agreed to are dropped by both parties. Further, the parties agree to divide equally the cost of the arbitrator and the court reporter, if any.
- 6. The undersigned will retain jurisdiction to resolve disputes, if any, which may arise out of the drafting of language consistent with this Award.

South Holland, Illinois January 4, 2018

Stephen L. Hayford, Arbitrator