

In The Matter of the Arbitration Between )  
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 Village of Tinley Park )  
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 and )  
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 Metropolitan Alliance of Police Chapter 192 )  
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 Interest Arbitration )  
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 ILRB No. S-MA-16-133 )  
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 FMCS No. 17-51013-1 )

**STIPULATED AWARD**

The parties have reached agreement on all terms of their collective bargaining agreement covering 2016 – 2020 except for Section 11.6 Residency. The parties agreed that residency is a non-economic issue.

The current collective bargaining agreement requires members of the bargaining unit to reside within the Village. In negotiations, the Union proposed that employees be allowed to reside anywhere within 55 miles of the Village. While the Village sought to maintain the status quo, it recognized its duty to bargain in good faith with respect to residency and, hence, made an on the record offer that officers must reside within eight miles of the Village. In light of this bargaining history, I find that the presumption against breakthroughs traditionally employed in interest arbitration does not apply to the residency issue.

The communities advanced by each party as comparable to Tinley Park reflect the evolution of the negotiation of residency since it became a mandatory subject of bargaining in Illinois in 1997. Collective bargaining agreements in the following communities advanced by at least one of the parties as comparable to Tinley Park do not require residency: Des Plaines, Downers Grove, Lombard, Mouth Prospect, Oak Lawn, Oak Park, Orland Park, Plainfield and Wheaton. Bolingbrook, Romeoville and Woodridge do not require residency within municipal boundaries but specify a maximum distance from the municipality ranging from 13 miles (Bolingbrook) to 30 miles (Woodridge).

Evidence also suggests that being able to reside outside Village boundaries may contribute to the safety of police officers and their families. I further note that the Union agreed to a new health insurance package which increased co-pays, deductibles and contributions, a significant economic benefit to the Village.

Considering the above analysis, as well as the other factors set forth in Section 14(h) of the Illinois Public Labor Relations Act, I award as follows:

Section 11.6 Residency

All employees covered by this Agreement shall, as condition of employment and continued employment, be required to reside within the a thirty (30) mile radius from the intersection of 183<sup>rd</sup> Street and 80<sup>th</sup> Avenue in Tinley Park, within twelve (12) months of employment date. Employees who choose to reside within the Village limits will have the benefit of Project 75. Residency in Indiana is not permitted. Waivers to this requirement may be approved by the Village Board. If the Village waives this requirement for any other employee group after the effective date of this Agreement, it will waive it for the employees covered by this Agreement as well.

Chicago, Illinois  
May 10, 2017



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Martin H. Malin, Arbitrator