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SEP 10 2012

IN THE MATTER OF ARBITRATION

BETWEEN

Southern Illinois University at
Carbondale

AND

ILLINOIS FRATERNAL ORDER OF
POLICE - LABOR COUNCIL

ARBITRATION AWARD:

FMCS 110928-04239

TC and & Parking Services Agent 1

Before Raymond E. McAlpin,
Neutral Arbitrator

APPEARANCES

For the Union: Becky Drago, FOP Field Supervisor
 James Daniels, Attorney

For the Employer: Deborah Nelson, Associate General Counsel

PROCEEDINGS

The Parties were unable to reach a mutually satisfactory settlement of their negotiations covering the new contract and, therefore, submitted the matter to arbitration pursuant to the Illinois Public Employee Labor Relations Act. The Parties did not request mediation services.

The hearing was held in Carbondale, Illinois on April 10, 2012. At these hearings the Parties were afforded an opportunity to present oral and written evidence, to examine and cross-examine witnesses, and to make such arguments as were deemed pertinent. The Parties stipulated that the matter is properly before the Arbitrator. Final briefs were received on August 9, 2012.

STATUTORY CRITERIA

- (h) Where there is no agreement between the Parties, or where there is an agreement but the Parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and the wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, 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.**
- (I) In the case of peace officers, the arbitration decision shall be limited to wages, hours and conditions of employment and shall not include the following: (I) residency requirements; (ii) the type of equipment, other than uniforms, issued or used; (iii) manning; (iv) the total number of employees employed by the department; (v) mutual**

aid and assistance agreements to other units of government; and (vi) the criterion pursuant to which force, including deadly force, can be used; provided, nothing herein shall preclude an arbitration decision regarding equipment or manning levels if such decision is based on a finding that the equipment or manning considerations in a specific work assignment involve a serious risk to the safety of a peace officer beyond that which is inherent in the normal performance of police duties. Limitation of the terms of the arbitration decision pursuant to this subsection shall not be construed to limit the factors upon which the decision may be based, as set forth in subsection (h).

STIPULATION OF THE PARTIES

The parties agree the following shall govern their Section 14 impasse resolution proceedings:

At the outset of the hearing, the parties stipulated and agreed the proceedings would be governed by the following:

1) The Arbitrator in this matter shall be Raymond McAlpin. The parties stipulate that the procedural prerequisites for convening the arbitration hearing have been met, and that the Arbitrator has jurisdiction and authority to rule on those mandatory subjects of bargaining submitted to him as authorized by the Illinois Public Labor Relations Act, including but not limited to the express authority and jurisdiction to award increases in wages and all other forms of compensation retroactive to July 1, 2010, July 1, 2011 and July 1, 2012 and July 1, 2013. Each party expressly waives and agrees not to assert any defense, right or claim that the

Arbitrator lacks jurisdiction and authority to make such a retroactive award; however, the parties do not intend by this Agreement to predetermine whether any award of increased wages or other forms of compensation in fact should be retroactive.

2) The arbitration hearing in this case will be convened on April 10, 2012 at 9:00 a.m. The requirement set forth in Section 14(d) of the Illinois Public Labor Relations Act, requiring the commencement of the arbitration hearing within fifteen (15) days following the Arbitrator's appointment, has been waived by the parties. The hearing will be held in Anthony Hall, Room 321, at Southern IL University Carbondale.

3) The parties have agreed to waive Section 14(b) of the Illinois Public Labor Relations Act requiring the appointment of panel delegates by the employer and exclusive representative.

4) The hearing will be transcribed by a court reporter or reporters whose attendance is to be secured by the Employer for the duration of the hearing by agreement of the parties. The cost of the reporter and the Arbitrator's copy of the transcript shall be shared equally by the parties.

5) The parties agree that the following economic issues remain in dispute and that the issues are mandatory subjects of bargaining over which the Arbitrator has authority and jurisdiction to rule:

- (a) What increases in wages will be received by bargaining unit employees for the contract years:**

July 1, 2010 through June 30, 2011

July 1, 2011 through June 30, 2012

July 1, 2012 through June 30, 2013

July 1, 2013 through June 30, 2014

- (b) What longevity steps shall be received by bargaining unit employees for the contract years:**

July 1, 2010 through June 30, 2011

July 1, 2011 through June 30, 2012

July 1, 2012 through June 30, 2013

July 1, 2013 through June 30, 2014

- (c) Whether employees shall be required to make a concession to the Employer for closure days.**

- (d) The term of the collective bargaining agreement.**

6) The parties agree that these Pre-Hearing Stipulations and all previously reached tentative agreements shall be introduced as joint exhibits. The parties further agree that such tentative agreements shall be incorporated into the Arbitrator's award for inclusion in the parties' successor labor agreement that will result from these proceedings.¹

7) Final offers shall be stated on the record no later than the start of the arbitration hearing. Thereafter, such final offers may not be changed except by mutual agreement of the parties. As to each economic issue in dispute, the Arbitrator shall adopt either the final offer of the Union or the final offer of the Employer.

8) Each party shall be free to present its evidence in either the narrative or witness format. Advocates presenting evidence in a narrative format shall be sworn as witnesses. The Labor Council shall proceed first with the presentation of its case-in-chief. The Employer shall then proceed with its case-in-chief. Each party shall have the right to present rebuttal evidence.

9) Post-hearing briefs shall be submitted to the Arbitrator, with a copy sent to opposing party's representative by the Arbitrator, no later than forty-five (45) days from the receipt of the full transcript of the hearing by the parties, or such further extensions as may be mutually agreed to by the parties or granted by the Arbitrator. The post-marked date (or date of

¹ The parties submitted four Tentative Agreements for inclusion in the Arbitrator's Award concerning Section 19.7 (Police Telecommunications Supervisor Title), Section 11.4 (One hour of compensatory time for shift training), Section 19.8 (deduction of employee parking fees in eight consecutive checks), and Section 19.9 (inclusion of Parking Service Agents on summer layoff in applicant pool for Building and Grounds Departments.)

electronic submission if preferred by the Arbitrator) of mailing shall be considered to be the date of submission of a brief. There shall be no reply briefs, and once each party's post-hearing brief has been received by the Arbitrator, he shall close the record in the matter.

10) The Arbitrator shall base his findings and decision upon the applicable factors set forth in Section 14(h) of the Illinois State Labor Relations Act. The Arbitrator shall issue his award within sixty (60) days after submission of the post-hearing briefs or any agreed upon extension requested by the Arbitrator. The Arbitrator shall retain the entire record in this matter for a period of six months or until sooner notified by both parties that retention is no longer required.

11) Nothing contained herein shall be construed to prevent negotiations and settlement of the terms of the contract at any time, including prior, during, or subsequent to the arbitration hearing.

12) The parties represent and warrant to each other that the undersigned representatives are authorized to execute on behalf of and bind the respective parties they represent.

ISSUES

The parties presented the Arbitrator with four (4) issues for resolution: ¹

1) Wages for 2010, 2011, 2012 and 2013;

¹ The Duration issue was resolved by virtue of both parties presenting four year wage proposals and thus is not before the neutral for decision.

- 2) Longevity;
- 3) Closure Day Concession;
- 4) Duration (resolved).

II. THE FINAL OFFERS

The parties' final offers as to the issue in dispute were as follows:

1) **Wages:**

<u>Union</u>	<u>University</u>
July 1, 2010: 0%	July 1, 2010: 0%
July 1, 2011: 3%	January 1, 2012: 1% ²
July 1, 2012: 3%	July 1, 2012: 1%
July 1, 2013: campus wage increase with re-opener if less than 2.5%	July 1, 2013: 2%

2) **Longevity:**

<u>Union (only for Telecommunicators)</u>	<u>University</u>
July 1, 2010, add 9 and 11 year Longevity Steps, keeping the existing 1% movement with succeeding steps. Eliminate 26 and 28 year steps.	Status Quo
July 1, 2011, add 5 and 7 year Longevity Steps, keeping the existing 1% Movement with succeeding steps. Eliminate 24 and 22 year steps.	Status Quo
No Change to Parking Agent Longevity	Status Quo

3) **Closure Day Concession:**

<u>Union</u>	<u>University</u>
Status quo – No reduction	Require four days of unpaid leave

²³ The impact of the Employer proposing its increase 6 months into the fiscal year is to put ½% in the employee's pockets in real dollars, but a 1% for purposes of subsequent annual increases.

UNION POSITION

The following represents the arguments and contentions made on behalf of the Union:

This interest arbitration involves Southern Illinois University at Carbondale. The campus spans over 200,000 acres and has many facilities. Every call for emergency assistance is handled by the six telecommunicators employed by the University. They provide 24-a-day, 365 days a year essential service. The Employer's wage proposal averages an increase of about 1.25% per year. The Union proposes to take much needed strides to bring the telecommunicators' top salary structure in line with the comparables over a four-year term. The Union has agreed to pay freeze in the first year. The parking services agents are also willing to accept the first year pay freeze.

The act which covers these employees contains factors that arbitrators are bound to follow when making a determination in interest arbitrations such as this. There seems to be some consideration by certain arbitrators that item #3 should be given super status. The facts are that the legislature did not prioritize one factor over another.

While we are in difficult economic times, there are public employers who are suffering greatly, but every employer is not broke. It is in the best interest of the public to retain experienced, well-trained and properly compensated telecommunicators and parking agents.

The telecommunicators provide a vital link between those in need and medical and law enforcement personnel. In addition, compliance with the University's parking policies must be regarded as the most paramount. The Parties have stipulated to a number of items in this case and they are reproduced above.

The University is required to submit its financial statements for audit. In this case the audit is conducted by the special assistance auditor for the Auditor General. These statements include both SIU at Carbondale and at Edwardsville. Both facilities are governed by the same Board of Trustees and combined financial statements are produced. Three documents are produced - the Statement of Net Assets, Statement of Revenues, Expenses and Changes in Net Assets and a Statement of Cash Flow. The record shows that the Statement of Net Assets shows significant growth over the last seven years starting at \$355,000,000 and ending in 2010 at \$545,000,000. The Board of Trustees is accountable for its financial decisions. The Arbitrator must determine whether the University truly has an inability to pay versus a lack of desire to pay.

The University also produces a Comparison of Current Assets to Current Liabilities, also known as a Liquidity Ratio. This does not show an inability to pay on the part of the University. In addition, the University's combined operating and non-operating revenues have increased significantly from year to year except for 2005. Yet, the University is proposing small pay increases for this bargaining group. In addition to the above, the University's year end cash and cash equivalents have, with one exception, shown solid growth.

The Union does admit that the University has been impacted by a decline in state revenue. Every public employee in Illinois has had a similar impact. The University has countered this by moving away from reliance on state generated revenues.

The University has released its 2011 final audit. It contains numbers that are more favorable to the Employer than those contained in previous exhibits. Total assets increased. Total liabilities decreased. The University itself noted its financial position remains strong. Tuition and fees have increased as have cash and cash equivalents. The University has been able to fill gaps in the operating budget. The University, even if its dire predictions for the future come true, cannot balance its budget on the backs of nine essential public safety employees. This should be rejected by the Arbitrator. There was no showing in the record of an inability to pay on the part of this Employer. There was no showing that granting the Union's wage proposal would have an adverse effect on the departmental operations. The University has an important stake in attracting and retaining talented and experienced members of this bargaining unit. Other arbitrators have noted small units such as this have a modest impact on the budget as a whole. The interest and welfare of the public can be put at jeopardy if it loses experienced employees to better paying communities. Southern Illinois University does not have an inability to pay reasonable salary increases that are otherwise supported by statutory factors.

In this matter the Board of Trustees has chosen to spend millions of dollars constructing nationally recognized facilities and carving out a place for itself in numerous

nationwide acknowledgments and rankings. The Union provided numerous examples. Neither the Union nor the Arbitrator can or should question this spending or the purpose of this spending, however, the Employer has chosen to pay for certain projects and expenses and now asks the Arbitrator to impose minuscule salary increases to this bargaining group.

The telecommunicators in this group are not restricted just to SIU. If a cell call comes in, they have the responsibility to respond which would include dispatching their own police officers. They must respond in a highly efficient and competent manner that can make the difference in life threatening situations.

With respect to the parking agents, the entire campus parking compliance program is under their responsibility. This is a vital source of revenue to the University and is managed by three employees over a huge area.

The University's proposed pay freeze and three small increases plus a resistance to the much needed revision in the longevity plan will clearly demoralize these employees and will undercut future bargaining and, no doubt, result in successive impasses.

Arbitrators have had difficulty in determining the appropriate external comparables. There is no exact mathematical formula to determine comparability. Over the last several years the comparability has been based on a labor market approach combining a variety of geographic financial demographic and job-specific factors. In this matter the Union urges the

adoption of the comparable pool determined by Arbitrator Stalworth in the 2003 interest arbitration involving these same Parties. They include SIU Edwardsville, Eastern Illinois, Western Illinois, Illinois State, Northern Illinois and the University of Illinois-Champaign. The University submits the same external pool in so far as universities but, once again, requests this Arbitrator to consider the cities of Heron, Marion, Carbondale, Mt. Vernon, DuCoyne and Murphysboro. Other arbitrators have rejected putting cities in the same pool as universities. This concept was accepted by Arbitrator Stalworth. In this matter SIUC remains comparable to other public universities in the State of Illinois. There is no valid reason to overturn the external comparables established in 2003.

With respect to paid wages, both Parties have four-year wage proposals before the Arbitrator dating back to July 1, 2010. The Union's modest change in longevity makes minimal strides toward catching up with comparables. The telecommunicators are behind the average of the comps in every break except for starting salary with respect to 2010. In the other years of the contract the SIUC telecommunicators are well behind at every level. The average to receive top pay is 16 years, whereas SIUC telecommunicators do not reach top pay until 28 year of service. The Union understands that this proposal goes away from the status quo. The record shows that the current system has not worked as anticipated when originally agreed to, particularly, the length of time necessary to receive top pay. The current system has shown equitable and due process problems for the Union. The Union has consistently asked the Employer to consider modifying the longevity system. The University has stubbornly resisted. In this matter the Union is not seeking dramatic or drastic changes, but a

modification to the longevity system that is consistent with the current theme of the pay plan. The Union argued that SIUC's other internal unions are not law enforcement related positions and do not have interest arbitration as an option. If impasse is reached, they are only able to strike.

With respect to the Employer's closure day proposal, the Employer informed the Union that in order to make up for late State reimbursements and a budget shortfall, all employees were expected to take four unpaid furlough days. This position is entirely impractical. Parking agents write a minimum of 100 tickets per day from \$5 to \$75, which means the University would earn between \$5 and \$3,500 for the University per day. Since they only earn about \$15 per hour, the University would save \$100 per day but would lose between \$500 and \$3,500 per day. The contract already has closure day language at Article XII. "In the event the Employer declares a partial or total closure of the University campus under its administrative closure procedure, the following conditions will apply to employees covered by this agreement:...(b) employees regularly scheduled to work and required to work during the closure will receive additional compensation at their regular rates of pay for the hours worked or be given compensatory time off, at the individual's option." This language is clear that, when telecommunicators and parking agents are involved in an Employer-declared closure day, they will receive extra compensation in addition to their regular pay. Nowhere does it say they would receive less pay. It is clear that SIUC did not expect this language to apply to this bargaining unit. The language above can be easily applied to faculty and staff who are not required to be on campus during Thanksgiving, winter and spring breaks. The University

stated that telecommunicators and parking agents would take closure days on a rolling basis even on days when classes were in session. This unit was never contemplated by the Trustees as being subject to the closure day amendment. It is the Employer's burden to show that the current system is broken or can only be fixed by the adoption of the proposal. Neither of these scenarios exists. The Union has shown that the Employer's proposal was political, impractical, violated the contract and was also inchoate. The language is not clear and would not show how it would be applied.

The Union under other factors for consideration proposed that the Arbitrator look at Arbitrator Meyers' decision regarding the patrol officer and corporal interest arbitration. There is no closer internal comparable than employees with which the employees in this dispute work on a daily basis. In that case Arbitrator Meyers found that the wages paid to the University officers fall below the average salary figures established across the external comparables and are not sufficient to allow officers to maintain their standard of living against the impact of rising consumer prices. The Union would also point out that the patrol officers and corporals did not propose a wage freeze in the first year as the employees in this unit did.

The record in this case shows that the Union's position is the appropriate one and should be adopted by the Arbitrator. The Employer has the ability to pay a reasonable salary increase and the interest and welfare of the public should be considered. Resistance to reasonable changes in longevity surely cannot serve the interests of the public. The Arbitrator

has it within his power to award the equity that this unit deserves and the Union's final offers on each position should be awarded.

EMPLOYER POSITION

The following represents the arguments and contentions made on behalf of the Employer:

This case involves telecommunicators and parking agents at the Carbondale campus under the Department of Public Safety. The Parties have been able to agree on a number of issues with the exception of wage increases, longevity step increases and closure days.

The financial picture of SIUC has, like other units, been affected by the lingering effects of the recession in the State of Illinois. Funding for the State University is scheduled to be \$103,000,000 a million dollars less than fiscal year 2010 with an additional \$32,000,000 reduction in fiscal year 2012. This unit is funded by state appropriations and tuition. Other sources of income may not be used for this unit. The University has suffered a long term credit rating decline from A-1 to A-3. The problems at Carbondale are worse than the system as a whole. The budget shortfall has required the University to make cuts in numerous areas with a 5% reduction in non-academic areas. The financial future for SIUC remains uncertain. The unit has implemented a number of spending cuts. The state seems uncertain as to what cuts

would affect this unit.

In addition to the above, the state has failed to make its pension contributions. SIUC may be required to assume this. Performance based funding may require reduction of approximately \$200,000 for the next academic year.

The University struggles to provide wage and other economic increases for all its employees. The external comparables were determined in an interest arbitration in 2003 by Arbitrator Stalworth. He found that appropriate comparables were other public universities in the State of Illinois. A review of the external comparables shows that the wage increases proposed by SIUC are appropriate. Carbondale is a significantly lower cost of living area than many of the comparables. Even so, the starting rate for telecommunicators makes it the second highest paying employer among the comparables. This is continued throughout the telecommunicators' careers. This unit pays higher wages to its telecommunicators than the other university with a similar cost of living. Other areas containing comparables show that they must make more money to maintain the same standard of living as this unit. In any event the raises proposed by the Union are simply not justified.

The University would note that one of the comparables pays significantly higher wages than the others and, when that is removed, the differences change in SIUC's favor. In addition, removing Northern Illinois University shows the SIUC telecommunicators at an even higher dollar difference in SIUC's favor. The record shows that SIUC pays the highest

starting wage of any comparables to its parking agents. In addition the second highest wage rate is paid by SIUC at its maximum rate.

Internal comparables favor the University's position. Arbitrator Stalworth found that internal comparables for officers and corporals are other non-faculty bargaining units at the University. The proposal made by the University matched the increases offered to and accepted by other civil service units on campus. Its wage offer is also identical to what was offered to faculty groups on campus.

The public has an interest in attracting and retaining high quality personnel. This must be factored into any wage determination. The average length of service of the employees in this unit shows that retention is not a problem for this unit. Employees are long term employees with little turnover. As such, a wage increase to retain these employees is not necessary.

With respect to longevity steps, the Union proposes an additional Step 9 and Step 11 beginning on July 1, 2010. This is the same year that all other employees were taking a one-time reduction of 1.5% in their salary. The Employer proposes maintaining the status quo of the Parties in relation to longevity steps. The unit has failed to meet its burden to show a compelling need to change the status quo or in fact any need at all to make changes. SIUC provides 16 steps to its telecommunicators which far exceeds the number of steps available to telecommunicators in almost every other university. Two comparables have five steps. SIU

Edwardsville has four steps and Northern Illinois has one step. It is reasonable to assume that the additional steps would require more time to complete. SIUC provides early step increases and modification to this plan is not justified by the evidence presented.

In addition to the above, the University has proposed four unpaid closure days. The Union argued that other units have filed unfair labor practice charges, however, these have not yet been decided. The University needs these changes to achieve the necessary savings.

Difficult financial times have severely impacted the University's ability to successfully reach a successor Collective Bargaining Agreement with this unit. Only economic issues remain unresolved. Even though this is a smaller bargaining unit, the increases proposed by the Union would financially harm the Employer. The Employer's proposal is consistent with the interest and welfare of the public. There is no showing that the University has failed to maintain and attract quality employees in these two groups. The University asked that the Arbitrator adopt the University's wage proposal and maintain the status quo of the Parties in relation to longevity steps. This proposal maintains harmony within the various University bargaining units and shows that this group should share the financial burden that its co-workers endured several months ago.

DISCUSSION AND OPINION

The role of an Arbitrator in an interest arbitration is substantially different from that in a grievance arbitration. Interest arbitration is a substitute for a test of economic power between the Parties. The Illinois legislature determined that it would be in the best interest of the citizens of the State of Illinois to substitute interest arbitration for a potential strike involving public safety employees. In an interest arbitration, the Arbitrator must determine not what the Parties would have agreed to, but what they should have agreed to, and, therefore, it falls to the Arbitrator to determine what is fair and equitable per issue in this circumstance. The statute provides that the Arbitrator must choose the last best offer of one side over the other. The Arbitrator must find for each final offer which side has the most equitable position. We use the term “most equitable” because in some, if not all, of last best offer interest arbitrations, equity does not lie exclusively with one side or the other. The Arbitrator is precluded from fashioning a remedy of his choosing. He must by statute choose that which he finds most equitable under all of the circumstances of the case. The Arbitrator must base his decision on the combination of 8 factors contained within the Illinois revised statute (and reproduced above). It is these factors that will drive the Arbitrator’s decision in this matter.

Prior to analyzing each open issue, the Arbitrator would like to briefly mention the concept of status quo in interest arbitration. When one side or another wishes to deviate from the status quo of the collective bargaining agreement, the proponent of that change must fully

justify its position, provide strong reasons, and a proven need. It is an extra burden of proof placed on those who wish to significantly change the collective bargaining relationship. In the absence of such showing, the party desiring the change must show that there is a quid pro quo or that other groups comparable to the group in question were able to achieve this provision without the quid pro quo. In addition to the above, the Party requesting change must prove that there is a need for the change and that the proposed language meets the identified need without posing an undue hardship on the other Party or has provided a quid pro quo, as noted above. In addition to the statutory criteria, it is this concept of status quo that will also guide this Arbitrator when analyzing the respective positions.

EXTERNAL COMPARABLES

With respect to the external comparables, any proposed change in the comparables that were determined by Arbitrator Stallworth in his 2003 decision would be a deviation from the status quo, such deviation is not taken lightly. The purpose for this is to provide some consistency and continuity in the Collective Bargaining process. In his 2003 decision at pages 11 & 12 Arbitrator Stallworth states - The Arbitrator agrees that the University's comparable group is appropriate for comparative purposes. There is nothing contained in the record of this case that would allow this Arbitrator to approve a deviation from the status quo as the proponent of any change must fully justify its position providing strong reasons and a proven need. In addition, Universities are unique employer's and not comparable to other local

governmental units. The above required showing has not been made and, therefore, the comparables remain as determined by Arbitrator Stallworth resulting from his 2003 decision to remain in effect.

INTERNAL COMPARABLES

The University relies to a great extent on its internal pattern. This Arbitrator has found in a number of arbitrations that internal comparables generally are not directly comparable to this type of unit. These units are involved in public safety and are often put at personal risk in carrying out their assigned duties. This Arbitrator has often found that other units are comparable except police units.

Finally, before the analysis the Arbitrator would like to discuss the cost of living criterion. This is difficult to apply in this Collective Bargaining context. The weight placed on cost of living varies with the state of the economy and the rate of inflation. Generally, in times of high inflation public sector employees lag the private sector in their economic achievement. Likewise, in periods of time such as we are currently experiencing public sector employees generally do somewhat better not only with respect to the cost of living rate, but also vis-a-vis the private sector. In addition, the movement in the consumer price index is generally not a true measure of an individual family's cost of living due to the rather rigid nature of the market basket upon which cost of living changes are measured. Therefore, this Arbitrator has

joined other arbitrators in finding that cost of living considerations are best measured by the external comparables and wage increases and wage rates among those external comparables. In this matter the Union has proposed an amount comparable to the cost of living and the Employer has proposed a less than cost of living increase.

This case involves a small group of employees - the telecommunicators and parking agents. These employees are scheduled 24 hours a day, 365 days a year and provide essential services to the University, its students and employees. The Arbitrator would also note that the telecommunicators occasionally get involved in emergency calls from outside the University on cell phones. The Arbitrator would also note that the parking agents provide income to the University. This Arbitrator had some experience with parking at SIUC when on the day of the hearing it was very difficult to find a parking space.

There are three issues in dispute in this case - wages, closure days and longevity steps. Both closure days and longevity are status quo situations.

There is no question that this is a difficult time for SIUC and other universities and in fact other governmental agencies in Illinois and indeed throughout the country. The Union has agreed to a 0% increase in year one of the Collective Bargaining Agreement. The Employer, however, wants significantly lower increases than are proposed by the Union. The external comparables certainly favor the Union's position. In addition, with respect to the

interest and welfare of the public, as noted, this is a very small unit and one that does provide some income to the University. The University argued that the amount of money needed to maintain the current standard of living in Carbondale is lower than other comparable communities. The Arbitrator, however, finds this not to be persuasive nor is it an approved factor. Both sides have proposed increases. This is not a status quo situation and certainly there are some aspects to the financial situation that favor the Union's position as well as the Employer's position. The impact on the school from the Union's proposal is minimal. Given the circumstances in Illinois SIUC is in relatively good financial shape. This unit also provides income to the school. While there are some statistics within the comparables that would favor SIUC, all-in-all the Arbitrator finds that the wage proposal of the Union is appropriate to the resolution of this case.

With respect to closure days, which is a status quo situation, the University has not proven its contentions, particularly when one considers that there would be a significant loss of income to the University of up to \$14,000 for the four days. This makes no financial sense. Therefore, the Arbitrator finds that the University has not met its burden of proof with respect to the change of the status quo involving closure days and the Union's status quo position will be upheld.

With respect to longevity, this is also a status quo issue with the burden being placed on the Union. This is a difficult issue because of the wide range of different longevity plans among the external comparables. This area of the contract certainly needs work, however, in

a close call the Arbitrator finds that the Union has not sufficiently proven its position with respect to its longevity proposal. Therefore, the Arbitrator will deny this aspect of the case and find in favor of SIUC.

AWARD

Under the authority vested in the Arbitrator by Section XIV of the Illinois Public Employees Labor Relations Act the Arbitrator finds that the wage proposal and the status quo on the closure days which most nearly complies with Sub-Section XIV(h) is the Union's offer and with respect to longevity, it is the Employer's offer that meets the criterion of the Act.

Dated at Chicago, Illinois this 6th DAY of, September 2012

A handwritten signature in black ink, appearing to read "Raymond E. McAlpin", written over a horizontal line.

Raymond E. McAlpin, Arbitrator