

BEFORE  
LAMONT E. STALLWORTH, INTEREST ARBITRATOR

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In the Matter of Arbitration	)	
	)	
between:	)	Case No. S-MA-01-239
	)	Police Officers
BOARD OF TRUSTEES OF	)	Case No. S-MA-01-240
SOUTHERN ILLINOIS UNIVERSITY,	)	Police Sergeants
	)	
Employer,	)	
	)	(Interest Arbitration)
and	)	
	)	
FRATERNAL ORDER OF	)	
POLICE LABOR COUNCIL,	)	
	)	
Union,	)	

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**OPINION AND AWARD**

**APPEARANCES:**

For the University:	R. Theodore Clark, Jr., Esq. Jill D. Leka, Esq. James J. Powers, Esq. Seyfarth Shaw Chicago, Illinois
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For the Union:	Gary Bailey, Esq. Illinois F.O.P. Labor Council Western Springs, Illinois
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Place of Hearing:	Carbondale, Illinois
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Date of Hearing:	March 21, 2003
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Date Briefs Received:	June 9, 2003
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Date of Award:	November 12, 2003
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### I. BACKGROUND

This is an interest arbitration conducted pursuant to the Illinois Public Relations Act ("IPLRA"), 5 ILCS 315/1, *et seq.* The Employer is the Board of Trustees of Southern Illinois University ("University"). Southern Illinois University has three campuses: Southern Illinois University Edwardsville, Southern Illinois University School of Medicine in Springfield, and Southern Illinois University Carbondale. This matter involves Southern Illinois University Carbondale ("University"), located in Carbondale, Illinois. The University and eight surrounding municipalities and counties have entered into agreements under which their respective police forces provide mutual support when needed. (Tr. at 44) (University Exhibit No. 23).

Southern Illinois University is a State university. As such, the University presents its proposed budget each year to the General Assembly, which must approve the budget

and appropriate funds. (Tr. 85-86). Each of the three campuses Southern Illinois University's has its own budget that is approved by the General Assembly and the Governor. (Tr. 114-15).

At the beginning of Fiscal Year 2003, the Governor's office estimated the State's budget deficit at approximately \$2 billion dollars. (Tr. 139); (University Exhibit Nos. 9, 10). However, at the end of fiscal year 2003, the Governor's office revised the estimate upward to approximately \$5 billion dollars. (Tr. 139); (University Exhibit No. 9). In fiscal year 2002-03, the University reduced its permanent administrative staff expense by \$3,341,550 and reduced fixed costs by \$339,500 for a total of \$3,681,000 in reductions. (Tr. 42); (University Exhibit No. 51). No cuts were made from the security department. (Tr. at 157); (University Exhibit No. 51). The reductions included administrative positions and thirty employees in the Physical Plant's Building Services Division. (Tr. 143-44); (University Exhibit No 51). Additionally, the State asked the University to place 8 percent of its 2002-03 in reserve. (Tr. 144-45); (University Exhibit No. 52). The State also is requiring the University to identify an estimated 8 percent in permanent reductions in operations costs and 10 percent in permanent reductions in administrative costs for Fiscal Year 2003-04. (University Exhibit No. 52).

In order to meet the additional cuts directed by the Governor, the University has plans to lay off 64 civil service employees from the Physical Plant and Operations areas and 129 students who perform custodial work. (Tr. 145); (University Exhibit No. 53). The Employer also intends to cut \$880,000 from the operation and maintenance budget, which includes security. (Tr. 146); (University Exhibit No 53). As of March 20, 2003, the University implemented a freeze on hiring of new Civil Service and

Administrative/Professional employees. (University Exhibit No. 52). The University has no taxing power to raise its own revenues. (Tr. 147-48). In 2002, the University raised tuition. (Tr. 148). In the last two fiscal years, the University has reduced its budget by approximately \$20 million. (Tr. at 150). The University has not granted raises to its employees during this fiscal year and does not anticipate receiving money for raises in 2004. (Tr. at 151).

The University employs more than 3,379 persons. (University Exhibit No. 27). There are sixteen bargaining units representing approximately 1,300 employees at the University. (University Exhibit No. 27). The Fraternal Order of Police Labor Council ("Union") represents a bargaining unit of University police officers below the rank of sergeant and a separate bargaining unit of police sergeants. (Union Exhibits Vol. 1, Nos. 2, 3). In 2001, the Parties began negotiating a successor contract to the respective Collective Bargaining Agreement for each bargaining unit. Each of the Collective Bargaining Agreements was effective from July 1, 1998 to June 30, 2001. (Union Exhibit Vol. 1, Nos. 2, 3). The Parties negotiated for both successor contracts together, and although they tentatively agreed on most items, they failed to agree on the following three items: (1) percentage of wage increase, (2) longevity pay, and (3) educational incentive pay. (Tr. at 40-41); (Union Exhibit Vol. 1, No. 8). At the same time that the University was negotiating the successor contracts at issue herein, it was negotiating for a successor collective bargaining agreement with the Illinois Education Association, ("IEA") the exclusive representative of the faculty bargaining unit. In December 2002, the members of the faculty bargaining unit threatened to strike if an agreement was not reached. Subsequently, the University and the IEA reached an agreement under which

the faculty group receives at least a two percent wage increase regardless of the amount of money that the State appropriates for the University. (Union Exhibit Vol. 1, No. 26); (University Exhibit No. 30). On January 18, 2002, the Union demanded arbitration in this matter. (Union Exhibit Vol. 1, No. 6). In the arbitration hearing, the Parties stipulated that the items to which they have tentatively agreed shall be incorporated into the final award.

## II. ISSUES IN DISPUTE

The Parties resolved many issues through the collective bargaining process. The Parties have identified the following issues as being unresolved (Union Brief at p. 5 and University Brief at 2-3):

1. Percentage wage increase
2. Longevity pay
3. Educational incentive pay

## III. THE STATUTORY CRITERIA

The statutory provisions governing the issues in this case are found in Section 14 of the IPLRA:

(g) [A]s to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in subsection (h).

\* \* \*

(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) Stipulation 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 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.

#### **IV. DISCUSSION**

##### **A. Comparability**

Section 14(h)(4)(A) of the Act requires the examination of "public employment in comparable communities." The Parties disagree as to which entities are relevant for determining external comparability.

##### **2. External Comparability**

The Union asserts that the relevant comparable entities are as follows:

Southern Illinois University at Edwardsville  
Eastern Illinois University  
Western Illinois University  
Illinois State University  
Northern Illinois University  
University of Illinois - Springfield  
University of Illinois - Champaign

The Union does not propose universities located in the Chicago metropolitan area as comparables, unless Northern Illinois University is considered to be so. The Union

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contends that there exist between the universities it has proposed both similarities and differences in factors other arbitrators have relied on in determining comparability, i.e., enrollment, crime statistics, call for service, and geographic criteria, but that these universities are the appropriate comparables in this case. The Union maintains that contrary to the argument of the University, municipalities are not appropriate comparables because of the difference in the ability of a municipality and a university to raise revenue and allocate the use of those revenues. However, the Union asserts that although the City of Carbondale is not a true comparable, as the University is situated in Carbondale, the agreement between the Union and the City of Carbondale is relevant to this matter.

On the other hand, the University argues that there is no one set of appropriate external comparables for the University and therefore the Undersigned Arbitrator should rely on internal comparables. The University contends that the universities that the Union suggests as comparables are vastly different from the University in terms of geographic location and cost-of-living and should be rejected as comparables. Moreover, according to the University, the Union did not offer any evidence as to how the universities it has suggested are comparable to the University and has not offered any rationale as to why they should be so considered.

The University maintains that the relevant labor market from which comparables should be drawn are the municipalities and counties with which the University's police department has mutual assistance agreements. The University argues that the appropriate comparability analysis should be confined to the local labor market rather than across

multiple labor markets that have different living costs, market conditions, and other economic factors.

The University argues that the appropriate frame of reference for comparability is within a single labor market, rather than across multiple labor markets. According to the University, workers within a single labor market have greater reason to seek equivalent wages because of the intense pressure toward uniform or competitive wage rates within any single market. According to the University, a single labor market is generally viewed as contained within a 50- to 75-mile radius. The University notes that none of the universities that the Union has proposed are within that distance of the University, while all of its proposed comparables are within 45 miles of the University. The University notes that the five counties that it proposes as comparables are all within forty-five miles of the University while each of the universities that the Union proposes is further than seventy five miles from Carbondale. (University Exhibit No. 12). The University also notes that the cost-of-living and average family income differs in each city in which the Union proposed universities are located. (University Exhibit No. 16). The University further points out that the majority of its employees come from within the area that it proposes as the comparable market. (University Exhibit Nos. 21, 22). According to the University, the most relevant external comparable entities are the eight local municipalities and counties with which the University has mutual support agreements and which are as follows:

- Jackson County
- City of Murphysboro
- City of Carbondale
- City of Johnston City
- City of Marion
- City of Herrin

City of Carterville  
Williamson County

(University Exhibit No. 23)

The University contends that there is no rational basis for concluding that any of the universities proposed by the Union compete with the University in the recruitment and retention of employees. The University further argues that Northern Illinois University in DeKalb and Southern Illinois University at Edwardsville are each located within metropolitan areas and therefore are affected by economic conditions that are not present at Carbondale. The University also notes that the average household income in Carbondale lags behind the household income in every other university community. (University Exhibit No. 16).

Determining the appropriate comparables is particularly problematic in this matter. Arbitrator Perkovich in *University of Illinois at Springfield*, S-MA-00-282 (May 9, 2002) concluded that the appropriate external comparables, to the extent that external comparables were useful in resolving that dispute, were universities rather than municipalities. In so concluding, Arbitrator Perkovich agreed with the conclusions of Arbitrator Berman in *Chicago State University*, S-MA-96-148 (June 30, 1997) and Arbitrator Briggs in *University of Illinois at Chicago*, S-MA-96-240 (October 24, 1998) that universities differed from municipalities as to their mission, funding, structure, and policing, and therefore municipalities should not be used or should be given little weight. Arbitrator Perkovich then determined that Chicago State University, Governor's State University, Northeastern Illinois University, Northern Illinois University, and Southern Illinois University at Carbondale were too geographically distant from the University of Illinois at Springfield to be considered. Analyzing the various universities' enrollments,

crime index statistics, department budgets and size, and calls for service, Arbitrator Perkovich chose Eastern Illinois University, Illinois State University, Southern Illinois University at Edwardsville, Western Illinois University, and the University of Illinois at Champaign-Urbana as the appropriate comparable universities. Arbitrator Perkovich rejected the suggestion of the Union that Chicago State University, Governor's State University, Northeastern Illinois University, Northern Illinois University, and Southern Illinois University at Carbondale should also be included.

In the instant matter the Union provided enrollment and department size statistics for the universities it has proposed as comparables, but the Union did not provide crime statistics, call for service, or geographic criteria for each of the proposed comparable universities. (Union Exhibit Vol. 1, No. 22). In 2001, the last year for which its exhibit reflects a final headcount, 21,598 students were enrolled at the University. Enrollments at the proposed universities range from 4,288 at the University of Illinois-Springfield to 39,291 at the University of Illinois-Urbana. The enrollments at the remaining proposed comparables are more similar to that of the University, as follows: Illinois State University, 21,240; Northern Illinois University, 23,783; Western Illinois University, 13,206; Southern Illinois University at Edwardsville, 12,442; and Eastern Illinois University, 10,531. ( Union Exhibit 22).

The University also submitted enrollment figures for 2002 for a number of the proposed universities. These figures vary from the 2001 figures supplied by the Union, but the variation is not significant, with the greatest variation being a difference of just greater than 1,000 at the University of Illinois-Urbana. (University Exhibit No. 15).

The department-size figures supplied by the Union include full-time and part-time sworn and civilian employees as of 2001. The figures of the Union reflect a total of 48 such employees at the University. Among the suggested comparables, the figures are as follows: Northern Illinois University, 32; Southern Illinois University at Edwardsville, 36; Western Illinois University, 25; Illinois State University, 22; Eastern Illinois University, 23; University of Illinois - Springfield, 10; and University of Illinois - Urbana, 48. (Union Exhibit No. 11<sup>1</sup>).

The University provided 2002 figures for some of the universities reflecting the number of officers, sergeants, and corporals. The figures of the University are also expressed in terms of the ratio of police officers to enrollment and reflect the following: Southern Illinois University, 644:1; Eastern Illinois University, 620:1; Western Illinois University, 498:1; University of Illinois - Urbana, 832:1; Southern Illinois University at Edwardsville, 454:1; and Illinois State University, 1049:1. (University Exhibit 15).

Despite the lack of information provided by the Union regarding the universities it proposes as comparables, the Undersigned Arbitrator cannot accept the argument of the University that the appropriate comparables are the counties and municipalities that surround the University and with which it has mutual aid agreements. As explained by other arbitrators, the strongest objection to choosing such a community of comparables is the difference in the ability of the municipalities and the university to raise revenue. See *Chicago State University* (Arb. Berman, October 4, 1997); *Southern Illinois University at Carbondale* (Arb. Loebach, March 13, 1998). In the instant arbitration, the University has made much of the its inability to raise revenues and to spend its funds in a manner

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<sup>1</sup> These figures include only the sworn full-time and sworn part-time employees.

that is inconsistent with State directives. It would be incongruous then to choose as comparables entities that may have more resources and flexibility in paying their employees and funding their operations in such fiscal times than does the University. It is sounder to make these comparisons against other entities that find themselves more nearly in the same situation and under the same economic constraints as the University. To do otherwise would risk placing the Parties in a more difficult and complex situation in future negotiations that may occur in a similar economic climate. Moreover, although it may be true that the University's police force and members of the surrounding police forces are drawn from the surrounding communities. The same is undoubtedly true at any of the state's universities. Further, although the University has mutual aid agreements with surrounding counties and municipalities, total service reports for 2000 through 2002 of the University show that no more than approximately ten percent of their service reports reflect assistance to other agencies. (Union Exhibit Vol. 1, No. 10). Obviously, the police force of the University operates predominantly in service only to the University. The Undersigned Arbitrator is not willing to depart from the approach and reasoning that other arbitrators have taken and which have lead to the conclusion that other universities rather than municipalities are the appropriate comparables.

The Arbitrator is required to choose external comparables; consequently he accepts the proposed comparables of the Union except that the arbitrator rejects the University of Illinois at Springfield, which has 16 police personnel, only two of whom are full-time employees. It is difficult to imagine that the conditions at that Springfield campus are comparable to a sufficient degree to those at the University located in Carbondale, Illinois and at the other larger state universities. The Arbitrator is tempted to

reject the University of Illinois - Urbana as well due to its large size. However, the University argues that Northern Illinois University is too distant from the Carbondale and should be rejected on that basis and also argues that Northern Illinois University and Southern Illinois University are not comparable because they are located in metropolitan areas. If geographic distance were to be the determinant factor, only Chicago area universities would be comparable to each other. Therefore, the Undersigned Arbitrator will not rely on geographic distance as determinant of comparability. Additionally, the Undersigned Arbitrator is not aware that Northern Illinois University and Southern Illinois University are located within urban areas where cost-of-living and income factors are higher. However, to reject all of these would leave too small a community of comparables from which to make legitimate comparisons. Therefore, except for the University of Illinois at Springfield, the Arbitrator accepts the Union proposed comparables as follows: Southern Illinois University at Edwardsville, Eastern Illinois University, Western Illinois University, Illinois State University, Northern Illinois University, and University of Illinois - Urbana.

#### 1. Internal Comparability

The Union offers the Police Lieutenants and the Faculty Association as the appropriate internal comparables. The Union maintains that, in the past, an inexplicable disparity has existed between Lieutenants and Sergeants. The Union argues that the Police Lieutenants received larger wage increases, i.e., 5% in fiscal years 1999-2000 and 2000-2001 as compared to the 3% granted the police officers and corporals and the sergeants in 2000-2001, and the 3.3% granted to the sergeants in 1999-2000. The Union argues that its wage proposal will increase the officers, corporals, and sergeants salaries at

nearly the same rate as the Lieutenants, which totaled 16 percent over the 4-year period beginning in 1999 and ending in 2003. Under its proposal, the police officers will receive a total increase of 16 percent over the 4-year period beginning in 1999 and ending in 2003. The sergeants will receive a total increase of 16.3 percent over that same period. In contrast, the proposal of the University provides only a 14 percent increase during that period for the officers, corporals, and sergeants. The Union explains that its wage proposals for the second and third years of the agreement proceed from its belief that what the University found acceptable for the faculty, it should also find acceptable for the police officers, corporals, and sergeants. The Union has adapted the language from that agreement to its wage proposals in this matter and suggests that the Arbitrator should consider the agreement reached by the faculty association and the University on the eve of a strike as the agreement to which the Parties to this matter would have agreed had they remained at the bargaining table. (University Exhibit No. 32); (Union Exhibits Vol. 1, Nos. 17, 18, 23).

The University contends that it's non-represented employees and the University's other fourteen bargaining units are relevant as comparables. (University Exhibit No. 27). According to the University, its offer of a six percent wage increase is the same percentage increase awarded to the non-represented employees and most of the fourteen other bargaining units. (University Exhibit No. 30). Additionally, although the final offers of the Parties for the second year of the agreement is for no salary increase, no other employee group at the University will receive a salary increase during that year. The University notes that under its offer, for the third year of the contract the bargaining unit members will be "ahead of" the unrepresented employees and members of

bargaining units who have already negotiated their contracts. According to the University, under its offer the bargaining unit members' wage rates outpace those of non-faculty and unrepresented groups by as much as six percent and those of the members of the faculty association by three to four percent.

The University argues that it is inappropriate to compare the wages of the police officers and sergeants with those of the faculty association bargaining unit members. First, the University notes that only fifty percent of the two percent increase granted to the faculty members is an across-the-board raise. The remainder is allocated to merit increases, which faculty members earn only if they meet certain performance standards. In contrast, the police officers and sergeants pay is based only on seniority and there is no merit pay component. Further, seniority provides an automatic .17 per hour wage increase every two years to each officer. Additionally, although the Union argues that the University offered the faculty a two percent wage increase because the faculty threatened to strike, the University contends that the Union could not have exerted the same level of pressure on the University as could the faculty members. The Union also argues that the University would never have agreed to such a wage concession in order to avoid a strike by the members of the University's police force.

The University also contends that there is no historical parity exclusively between the Union's bargaining unit and the faculty association and there is no justification for creating such a relationship. The University further contends that in order to receive the same rate increase as the faculty association, the Union has the burden of showing that the two groups have had a historical relationship as regards salary or that the Union's members have come to expect such a result. According to the

University, the Union has not traditionally received the same increases as the faculty association. Rather, the parity relationship of the Union is with the non-represented employees at the University, having agreed to the same state appropriated language and salary increases awarded to the non-represented employees.

Moreover, the University notes that the University and the faculty association relied on IBHE "peer institutions", i.e., other out-of-state universities, to justify the faculty wage increase because the Employer competes for faculty members with other universities. Therefore, to hire and retain faculty, the University must offer wages comparable to those received by faculty at those other institutions. However, the University hires the it's police force from local labor market of Carbondale and competes with local public employers to hire and retain its members. The University argues that it is inappropriate to allow the wages of the police force to be dictated by the salaries being received by faculty members at other universities.

As Arbitrator Gundermann explained in *Village of Skokie*, (July 6, 1993) internal comparability is considered for at least two purposes (1) to determine if there is a pattern of settlements between the employer and bargaining units that may be applicable to the instant dispute, and (2) to determine if there has been an historical pattern of settlements involving various bargaining units. As explained by Arbitrator Gundermann, internal comparability generally is considered where there has been an historical pattern and either the union or the employer is attempting to break the settlement pattern. However, internal comparability comparisons should avoid creating "orbits of coercive comparisons between and among bargaining units." *Village of Arlington Heights*, S-MA-88-89 (Arb. Briggs, January 9, 1991).

The Undersigned Arbitrator agrees that the appropriate internal comparables are the other non-faculty bargaining units at the University. The Union agreed to include the same state appropriated language in the prior collective bargaining agreement as is found in the collective bargaining agreements of these other units. The collective bargaining agreements of these other bargaining units demonstrate a pattern of settlement between the units and the University. Moreover, in arguing for the greater wage increases, the Union compares the increases it's bargaining unit members received to increases granted to the members of these other bargaining units and argues it is entitled to the same treatment received by these units. Simply, on the basis that these other units have existed at the University together with the bargaining units of the police officers and sergeants lends itself to the inference that the police bargaining units have an historical pattern of settlements like these other units.

The Arbitrator excludes the police lieutenants as an internally comparable group. The Union offered no evidence as to why the lieutenants should be considered comparable other than the Union's assertion that the lieutenants received additional increases that the bargaining units' members did not also receive. The Union only asserted an "inexplicable disparity" in wages. The Union argues that the University offered no evidence or argument to support the expansion of the lieutenants wages at the expense of the bargaining units members. However, there is no indication that past increases were based on a need to maintain parity between wages of the sergeants and police officers and the wages of the lieutenants.

The Arbitrator also agrees with the University that the faculty unit of the University is not an appropriate internal comparable in this matter. Moreover, as the

University notes and as evidenced by the language of their agreement, the agreement between the faculty unit and the University was reached in some degree in reliance on wage increases granted to faculty at the University's IBHE "peer institutions". The Union has not shown that there is a pattern of settlements between its bargaining units and the faculty. The Undersigned Arbitrator cannot see his way to finding that the police bargaining units should expect that the wage increases granted to them should likewise be influenced by the treatment of faculty at the IBHE peer institutions.

## B. The Specific Issues

### 1. Percentage Increase for Wages

The final wage offer of the University consisted of the following:

Police sergeants and officers:

July 1, 2001 - 6.0 percent across the board increase

July 1, 2002 - State appropriated amount for wages generally and the amount reallocated by the University for increases to Range Civil Service and Administrative/Professional employees (the University's two unrepresented groups of employees).

July 1, 2003 - State appropriated amount for wages generally and the amount reallocated by the University for increases to Range Civil Service and Administrative/Professional employees (the University's two unrepresented groups of employees).

(University Exhibit No. 3); (University Brief at 15).

The final wage offer of the Union is as follows:

July 1, 2001 (retroactive on all hours paid) - 8.0 percent across the board increase and an additional 2 percent "market adjustment" increase for the police sergeants.

July 1, 2002 (retroactive on all hours paid) - Other than salary increases that are otherwise provided in the Agreement (i.e., increases in salaries due to promotions in rank and anniversary step movement) there shall be no increases in the salary of police officers and corporals.

July 1, 2003 (retroactive on all hours paid) - For the specific purpose of increasing police officers salaries at SIUC to a level that is more competitive with SIUC's IBHE peer institutions, the aggregate amount for step salary adjustments for the University's 2003-2004 fiscal year shall be increased by two percent (2 %). In addition, the Board shall provide step salary adjustments for the 2003-2004 fiscal year in an aggregate amount equal to the amount appropriated for general salary increases for University employees by the General Assembly for such fiscal year as identified by the State Board of Higher Education, including any matching amount, provided however, that up to one percent (1 %) of any such matching amount is satisfied by and is included in the two percent (2 percent) base salary increase referred to in the first sentence of this section. Example: If the base State appropriation for salary increases for the 2003-04 fiscal year is two percent (2 %), with an additional one percent (1percent) if the Board provides a matching one percent (1 %) , then the total amount available for base salary adjustments will be five percent (5%), i.e., two percent (2%) that is being provided separate from any State appropriation, two percent (2%) based on the amount appropriated for general salary increases, and one percent (1%) from the State since the Board will already have met the required match.

(Union Exhibits Vol. 1, Tabs 17, 18; Tr. at 13-14).

Comparison to External Comparables

The data presented by the both the University and the Union indicates the following with respect to the offers of the Parties. (University Exhibits Nos. 34, 35, 36, 44, 46) ; (Union Exhibits Book 2, Nos. 4, 6, 7, 9, 11; Book 3, Nos. 12, 13, 14, 20) :

**Officers and corporals, and sergeants**

Comparables	Longevity Steps	Educational Incentive
Southern Illinois University - Edwardsville	5	Yes - same as Union proposed
Eastern Illinois University	12	No
Western Illinois University	6 (not including probationary period)	No
Illinois State University	9	No

Northern Illinois University	4	\$400 yearly stipend upon initiation of study leading to Associates or Bachelor's Degree; \$600 yearly stipend on completion of Associate's Degree; \$1200 yearly stipend on completion of Bachelor's Degree
University of Illinois - Urbana	3	No

**Southern Illinois University - Carbondale** 17 - current No  
 20 - Union  
 proposal

**Police Officer Wages - 2000-01**

		Start	5 Years	10 Years	20 Years
Eastern Illinois University	Illinois	\$29,266/ <sup>2</sup> \$14.63 <sup>3</sup>	\$37,544/ \$18.05	\$38,022/ \$18.28	\$38,501/ \$18.64
Northern University <sup>4</sup>	Illinois	\$28,912/ \$19.05	\$33,384/ \$21.43	\$35,360/ \$23.33	\$37,440/ \$23.33
Western University	Illinois	\$32,436/ \$15.59	\$37,920/ \$18.23	\$38,688/ \$18.60	\$39,132/ \$18.81
Southern University - Edwardsville	Illinois	\$36,560/ \$17.58	\$42,654/ \$20.50	\$44,685/ \$21.48	\$46,716/ \$22.46
University of Illinois Urbana	Illinois	\$37,128/ \$17.85	\$37,128/ \$21.09	\$43,867/ \$21.09	\$43,867/ \$21.09
Illinois University	State	\$33,363/ \$16.04	\$38,043/ \$18.29	\$38,563/ \$18.54	\$39,083/ \$18.54
<b>Southern Illinois University Carbondale</b>	<b>Illinois</b>	<b>\$34,362/4<sup>th</sup></b> <b>\$16.52/4<sup>th</sup></b>	<b>\$39,312/2<sup>nd</sup></b> <b>\$18.90/4<sup>th</sup></b>	<b>\$40,518/3<sup>rd</sup></b> <b>\$19.48/4<sup>th</sup></b>	<b>\$42,390/3<sup>rd</sup></b> <b>\$20.38/4<sup>th</sup></b>

<sup>2</sup> Union figures.

<sup>3</sup> Employer figures.

<sup>4</sup> The Union's figures are premised on a 0 percent wage increase at this University. The Employer assumed a 5 percent wage increase. Therefore, there is a discrepancy between the figures included herein.

Police Officer Wages - 2001-02

		Start	5 Years	10 Years	20 Years
Eastern University	Illinois	\$31,949/ \$15.36	\$39,437/ \$18.96	\$39,936/ \$19.20	\$40,706/ \$19.57
Northern University*	Illinois	\$41,600/ \$20.00	\$43,680/ \$22.50	\$50,960/ \$24.50	\$50,960/ \$24.50
Western University	Illinois	\$35,748/ \$17.19	\$41,748/ \$20.09	\$42,636/ \$20.50	\$43,128/ \$20.74
Southern University Edwardsville	Illinois -	\$38,020/ \$18.28	\$44,357/ \$21.33	\$46,469/ \$22.34	\$48,581/ \$23.36
University of Urbana	Illinois	\$37,128/ \$17.85	\$42,078/ \$22.14	\$46,051/ \$22.14	\$46,051/ \$22.14
Illinois University	State	\$34,861/ \$16.76	\$39,749/ \$19.11	\$40,290/ \$19.37	\$41,392/ \$19.90
Southern University Carbondale -Union Proposal - includes longevity	Illinois	\$37,107/4 <sup>th</sup>	\$42,869/3 <sup>rd</sup>	\$44,928/3 <sup>rd</sup>	\$46,987/3 <sup>rd</sup>
Southern University Carbondale - Employer Proposal	Illinois	\$17.51/5 <sup>th</sup>	\$20.03/4 <sup>th</sup>	\$20.65/4 <sup>th</sup>	\$21.60/4 <sup>th</sup>

Police Officer Wages - 2002-03 - The Union did not provide a salary breakout for this year.

		Start	5 Years	10 Years	20 Years
Eastern University	Illinois	\$15.98	\$19.72	\$19.97	\$20.35

Northern Illinois University*		\$20.00	\$22.50	\$24.50	\$24.50
Western Illinois University		\$17.19	\$20.09	\$20.50	\$20.74
Southern Illinois University - Edwardsville		\$18.83	\$21.97	\$23.01	\$24.06
University of Illinois Urbana		In arbitration			
Illinois State University		\$17.70	\$20.18	\$20.45	\$21.01
<b>Southern Illinois University Carbondale -Union Proposal - includes longevity</b>		<b>\$17.84/3<sup>rd</sup></b>	<b>\$20.41/4<sup>th</sup></b>	<b>\$21.04/4<sup>th</sup></b>	<b>\$22.01/3<sup>rd</sup></b>
<b>Southern Illinois University Carbondale - Employer Proposal</b>		<b>\$17.51/4<sup>th</sup></b>	<b>\$20.03/3<sup>rd</sup></b>	<b>\$20.65/3<sup>rd</sup></b>	<b>\$21.60/3<sup>rd</sup></b>

The Union did not provide wage comparison figures for the sergants. Therefore, the Arbitrator shall use the figures provided by the University. (University Exhibits Nos. 33, 34, 35).

**Police Sergeants – 2001-02**

		Start	5 Years	10 Years	20 Years
Eastern Illinois University		\$22.03	\$22.27	\$22.52	\$22.88

Northern Illinois University <sup>5</sup>					
Western Illinois University	\$25.09	\$25.09	\$25.09	\$25.09	
Southern Illinois University - Edwardsville	\$21.85	\$22.87	\$23.88	\$24.90	
University of Illinois Urbana	In arbitration				
Illinois State University	\$22.55	\$23.45	\$23.90	\$24.33	
Southern Illinois University Carbondale - Union Proposal - includes longevity	\$21.75/ 5 <sup>th</sup>	\$22.39/3rd	\$23.03/4 <sup>th</sup>	\$24.12/4 <sup>th</sup>	
Southern Illinois University Carbondale - Employer Proposal	\$20.96/5 <sup>th</sup>	\$21.57/5 <sup>th</sup>	\$22.20/5 <sup>th</sup>	\$23.25/5 <sup>th</sup>	

**Police Sergeants - 2002-03**

		Start	5 Years	10 Years	20 Years
Eastern Illinois University		\$22.91	\$23.16	\$23.42	\$23.79
Northern Illinois University					
Western Illinois University		\$25.09	\$25.09	\$25.09	\$25.09

<sup>5</sup> See footnote 4.

Southern Illinois University Edwardsville		\$21.85	\$22.87	\$23.88	\$24.90
University of Illinois Urbana	In arbitration				
Illinois State University		\$23.90	\$24.86	\$25.33	\$25.76
Southern Illinois University Carbondale - Union Proposal - includes longevity		\$21.75/5 <sup>th</sup>	\$22.39/5 <sup>th</sup>	\$23.03/5 <sup>th</sup>	\$24.12/4 <sup>th</sup>
Southern Illinois University Carbondale - Employer Proposal		\$20.96/5 <sup>th</sup>	\$21.57/5 <sup>th</sup>	\$22.20/5 <sup>th</sup>	\$23.25/5 <sup>th</sup>

In its post-hearing brief, the Union characterizes the offer of the University regressive and argues that while adoption of its wage offer would not improve the bargaining units members standing among comparable universities, adoption of the wage offer of the University would lower their standing at every level. According to the Union, during 2000-01, the last year of the previous contract, the police officers' wages ranked fourth at every level among comparable universities. According to the Union, under its offer, the police officers maintain that ranking at the 5-year and 20-year steps, but drop to fifth at the start, 10-year, and 15-year steps. The Union further maintains, however, that under the offer of the University the police officers' wages drop to fifth at every step except at the 5-year step. At the 5<sup>th</sup> step wages drop even further, to sixth. The Union argues that, especially considering that the Union is offering to accept a 0 percent

wage increase in the second year of the contract, its offer is not out of line with wage increases among other universities. The Union explains that the language it proposes for the third year of the contract guarantees a two percent wage increase and provides for an additional increase from appropriated matching funds. (Tr. at p. 50). The Union emphatically asserts that it would never again agree to the "state appropriated amount for wages generally" language of its most current collective bargaining agreements or to the University proposed language of the University. (Tr. at 50, 70, 71); (Union Exhibits Vol. 1, Nos. 2, 3). The Union states that it proposes a two percent market adjustment for the sergeants because the sergeants are clearly behind their counterparts at the other universities and there is need for a catch up.

According to the Union, wage increases over two years at the other universities have ranged from 8 percent at the University of Illinois - Urbana to 30 percent at Northern Illinois University. According to the Union, its proposal is more reasonable than that of the University, which the Union asserts is merely an attempt to drive down the wages of the police force.

In making these arguments, the Union included in its comparison Northeastern Illinois University, Governors State University, Chicago State University and University of Illinois - Chicago, none of these institutions were advanced as comparables and which the Arbitrator is not considering as comparables. Nevertheless, comparing the wages of the University's police officers and corporals, and the wages of the University's sergeants only against the comparables proposed by the Union and adopted herein, the police officers rank third, fourth, or fifth for 2000-01, 2001-02, and 2002-03. Generally, the officers rank third, using the Union's figures, and fourth using the University's figures,

among the comparable universities. When a change in ranking occurs, the change is temporary, and the officers either move forward or backward again to their original position as they advance along the step system. In other words, under either the Union offer or the University offer, the bargaining unit members generally maintain their position relative to the officers and sergeants at the other universities. In other words, the difference between the offers of the Parties is not so great as to render either obviously unreasonable.

#### Internal Comparables Factor

The Union argues that under the previous Collective Bargaining Agreement it did not receive an extra 2 percent in reallocated funds that was granted to the police lieutenants and to the some other groups. Consequently, the Union argues that it should receive that amount (2%) under the successor Collective Bargaining Agreement. The Union asserts that it was entitled to the funds under the previous contract, predicating its demand on the University's alleged violation. However, the University disagrees that the Collective Bargaining Agreement contract obligated the University to pay the reallocated amounts to the members of the police bargaining units. Essentially, then, there is a question of contract interpretation. As the University correctly argues, the Parties herein have agreed to interest arbitration. This Arbitrator is not charged with determining the correct interpretation language of the Collective Bargaining Agreement. The Arbitrator agrees that the appropriate avenue for deciding that contract interpretation dispute would have been through the contractual grievance arbitration procedure. As the Union admits, although it filed a grievance concerning the University's failure to pay the

reallocated amounts, the Union chose not to pursue the matter through that procedure. (Union Exhibit Vol. 1, No. 29; Tr. at 64-66). Having made that choice, the Union cannot now attempt to obtain an award for a contract violation through this interest arbitration.

Initially, the Union did not provide evidence detailing which other groups received the additional reallocated amount. However, relying on the evidence presented by the University, although few groups received the reallocated amount, some did receive the reallocated funds.

#### Other Section 14(h) Criteria

With regard to the cost-of-living factor, the Union contends that there is no evidence that the Parties have ever used the Consumer Price Index or any other cost-of-living measurement in negotiating wages or other benefits. The Union asserts that over the last few years, negotiated wage increases have been both above and below the cost-of-living. According to the Union, because the Parties have not relied on cost-of-living measurements in their bargaining, neither should the Undersigned Arbitrator.

The University argues that its salary proposal substantially exceeds the cost-of-living and national inflation rate, and therefore the Union's higher proposal is unwarranted. The University contends that the lack of a raise in the second year of the Collective Bargaining Agreement is not significant in light of the slow rise in both the CPI-U and CPI-W. The University contends that a 6 percent increase in the first year of the contract more than makes up for the lack of an increase in its second year.

Contrary to the assertion of the Union that cost-of-living factors should not be considered in this matter, Section 14(h) provides that it is a factor that the Arbitrator may

consider. The record herein demonstrates that both the offers of the Union and the Employer exceed the cost-of-living. (University Exhibit No. 40). For 2001-02 the CPI-U rose 1.1 percent and the CPI-W rose 0.7 percent. (University Exhibit No. 40). The rates rose 1.3 percent over the first seven months of the 2002-03 fiscal year. (University Exhibit No. 40). As the University notes, even with a zero percent wage increase in the second year of the contract, the bargaining units members wage increases are greater than the increase in the cost-of-living. Accordingly, the Undersigned Arbitrator concludes that this factor does not support the demand of the Union for a greater wage increase.

The Union next asserts that the police officers' overall compensation is similar to that received by their counterparts at the comparable universities, and therefore this factor has little impact or effect on the instant matter. The University maintains that it has been paying the officers a competitive wage, as evidenced by the low rate of employee turnover, totaling 10 voluntary separations from 1998 through 2002. (University Exhibit No. 7). According to the University, of those 10, one employee relocated out-of-state while the remaining nine (9) obtained employment with larger law enforcement agencies. (University Exhibit No. 7). Additionally, the University notes that it has had little difficulty attracting applicants with the number of applicants exceeding that of new hires. (University Exhibit No. 5). The University also argues that the Arbitrator should remember the benefits provided by the step system, within which officers automatically receive an additional .17 per hour wage increase every two years, regardless of the wage increase adopted. According to the University, over the life of this contract, each officer will receive one or two step increases, resulting in additional wage increases of between 0.8 to 1.7 percent.

As the Parties make clear, the adequacy of the overall compensation of the bargaining units members is not at issue. The Arbitrator also conclude that this factor does not weigh for or against either the Union or the University.

As already touched upon in this opinion, the Union strongly argues that among the other factors that the Arbitrator may consider under Section 14 is the Arbitrator's opportunity to end a "serious and disastrous" problem between the University and the Union in order to lead the Parties to a more harmonious labor relationship. (Union Brief at 20). According to the Union, the problem between the Parties is a consequence of the failure of the University to pay the police officers money that the State reallocated to the University in 2000. The Union argues that because universities commonly take the position that they can only pay money that the State appropriates, parties have commonly agreed in negotiations to wage reopeners or to simply accept the amounts appropriated by the State. (Union Exhibits Vol. 1, Nos. 7, 9, 15, 16, 17, 19, 21; Vol. 2, No. 12). The Union explains that it and the University had historically agreed to wage reopeners, however they dropped such language and the Union agreed to state appropriated language for the Agreement effective July 1, 1998 through June 30, 2001. (Union Exhibit Book 1, Nos. 19, 21).

However, the Union asserts that it believed that under the state appropriated language the bargaining unit would receive the same salary increase as other University employees whose salaries also depend on state appropriated funds. However, the Union claims that in July 2000, the University applied a new interpretation to the state appropriation language, under which the bargaining unit members received a 3 percent increase in 2000 while the lieutenants received three percent plus an additional 2 percent

in "matching funds" the State had made available. The Union asserts that although the University claimed that the officers and sergeants did not receive the matching funds because they had not bargained for the funds, the University provided the extra funds to many other University employees, including some in the police department for whom it was not required under collectively bargained provisions.

The Union explains that it grieved the refusal of the University to pay the extra amount under the collective bargaining agreement, but in September 2001 the University refused to arbitrate the matter. (Union Exhibit Book 1, No. 28). However, at that time the Parties were in negotiations for the contract at issue herein and, according to the Union, it decided to press for "make-up" wages in the new contract. The Union argues that this 2 percent should be granted now under the new contract. According to the Union, the University could have prevented this interest arbitration proceeding if it had given the bargaining unit members the 2 percent increase in 2000, or if it had agreed to go to grievance arbitration over the matter, or if it had agreed to grant the extra 2 percent in the negotiations for the contract at issue herein. The Union argues that it is fair and just that the officers receive this money, and it now has no recourse other than through this interest arbitration.

The University argues that the proposed eight percent wage increase of the Union for officers and corporals, and ten percent increase for sergeants, for the first year should be rejected. The Union contends that it's proposal is premised on what the Union perceives as a breach of the last year of the previous collective bargaining agreements in that the Union members did not receive the one-for-one matching funds that the IBHE allowed the University to reallocate from its general budget and which some other

employee groups received. The University denies that its failure to provide those funds to the Union members constitute a breach of the Collective Bargaining Agreement. In any event, such a claim is a matter of contract interpretation and not properly before this Arbitrator.

The University notes that the Union did not take any steps to pursue legal remedies for the alleged breach of contract, and the Union may not seek to correct what it perceives to have been a bad deal by receiving a catch-up in salaries through this arbitration. The University states that the vast majority of the labor agreements of the University contain the same language as that agreed to by the instant Parties. Consequently, like the other groups, the Union was only entitled to the appropriated funds and not to the reallocated funds. According to the University, the IEA faculty group and the clerical units received the reallocated funds because the existence of those funds became known during the course of negotiations for contracts for those units.

As already discussed in the analysis of internal comparables, the argument of the Union that the bargaining unit members should receive higher wage increases because they did not receive reallocated funds under the terms of the previous Collective Bargaining Agreement is a question of contract interpretation. As previously explained, the argument of the Union essentially alleges that the University violated the previous contract. This interest arbitration is not the appropriate proceeding for determining whether the University violated the previous Collective Bargaining Agreements and the Undersigned Arbitrator's decision in the instant interest arbitration cannot serve as remedy for that alleged contract violation. Therefore, the Undersigned Arbitrator rejects the Union's argument that the officers and sergeant should now receive a higher increase

because they did not receive the reallocated funds under the previous contract.

The Union identifies the ability of the University to pay as the focal point of the public interest and welfare factor to be considered. The Union contends that although the University offered witness testimony as to current budget cuts, the University only showed that it has the ability to change its spending habits when required. According to the Union, its final offer is not much more costly than the University's final offer. The Union further points out that it is obvious that the University knows how to economize.

In the instant arbitration hearing, the Union pointed out that \$30,000 amounts to only .008 percent of \$3.5 million. The Union notes that it considered the financial concerns of the University when it formulated its offer, as evidenced by its agreement to a zero percent wage increase in the second year of the contract. The Union does not credit the contention of the University that the language it has proposed will eliminate the problem surrounding reallocated state funds. The Union argues that the public interest and welfare are best served when the Arbitrator's award most closely reflects the resolution the Parties would have reached had they continued to negotiate.

The University contends that under the current fiscal conditions, it would not be in the public interest and welfare to award the Union's offer. According to the University, the question is not only whether the University has the ability to pay the extra amount, but whether it should do so. The University argues that as its witness, Dr. Poshard, testified, the University does not have the ability to raise taxes and, because of strong objection in the Governor's office, the University cannot reduce student services or increase tuition. Moreover, a tuition hike creates the possibility that enrollment will

decline. If that occurs, the University risks losing State funds that are directly tied to graduation rates.

The calculations of the University, which the Union has not challenged, show that, excluding the extra longevity steps and the retroactive overtime payments that will be required, the offer of the Union would cost \$444,113.79 over three years, while the offer of the University would cost \$242,436.72, a difference of \$195,677.07. Adding the extra longevity steps would cost, at a minimum, an additional \$67,891.20. Additionally, overtime hours for 2001-02 amounted to \$51,941.75, payment of which will cost \$175,177.56. (University Exhibit No. 39). The proposed offer of the Union would add \$11,500 in overtime pay to the cost of the contract. According to the University, the proposals of the Union will cost over \$500,000 over the three years of the contract, with at least \$200,000 payable immediately under the contract's retroactivity provisions. The University asserts that payment of this money would make it more difficult for the University to comply with the required spending reductions.

The University further argues that the majority of the spending cuts of the University has come through the elimination of other employees and positions, and asserts that at some point it may have to make cuts to the Public Safety Department. According to the University, the funding of the wage increases the Union proposes and which are higher than those offered to any other employer group risks such layoffs. The University notes that although the Union confidently asserted that the University could find the extra \$30,000 needed to fund the Union's proposal, that amount is only needed to fund the first year of the contract under the proposal of the Union. Moreover, the Union did not identify any source from which that money could be found. The University

argues that awarding the proposal of the Union would cost twice the proposal of the University and may deprive the University of resources it needs to maintain jobs, both within these bargaining units and outside of them. The University contends that the Union has failed to explain why it could have achieved a larger wage increase at the bargaining table, and the public interest and welfare does not support providing more to the Union than it could have obtained at the bargaining table.

In this matter, the ability of the University to pay is of crucial significance. There is no question that the State of Illinois, on which the University relies for funding, is in poor financial condition and is demanding serious fiscal adjustments from the University. The Union submitted a document showing that the budgeted state revenues for the University rose between \$45 million and \$50 million dollars between 1994 and 2003. (Union Exhibit Vol. 1, No. 30). For 2003, the document shows a decrease of .15% totaling \$286,400. On the other hand, the University submitted exhibits and the testimony of Dr. Poshard surrounding those exhibits demonstrating the financial, personnel, and position cuts which the University is making, or planning, at the University. (University Exhibits 51, 52, 53). Therefore, Arbitrator cannot place too much emphasis on this document in deciding whether the University can and should provide the larger increases to the police officers, corporals, and sergeants. More persuasive are the exhibits submitted by the University and the testimony of Dr. Poshard surrounding those exhibits demonstrating the financial, personnel, and position cuts that the University is making, or planning, at the University. (University Exhibit Nos. 51, 52, 53). The evidence shows that the Security Department has reduced its services as a result of the fiscal directives of the State. (University Exhibit No. 10). According to the Union, the

year. As Arbitrator Berman stated in *Chicago State*, these figures make it difficult to conclude that awarding the Union's offer rather than the University's offer would drastically impinge upon the University's ability by the University to pay.

The Undersigned Arbitrator notes that he is not entirely persuaded by the University's argument that it is faced with large retroactive payments regardless of which proposal is ultimately awarded. Nor is the Arbitrator swayed by the declaration of the University in its brief that under the Union's offer it may be forced to layoff employees, including members of the security department. The Arbitrator is more persuaded by the situation of the employees who have been without the benefit of the money that is to be awarded retroactively. As Arbitrator Benn stated in *Village of Algonquin* (April 27, 1996), "[i]t is not an interest arbitrator's function to undo all inequities, particularly those which exist as a result of the parties' prior negotiations." Therefore, as the Arbitrator has already explained, the Union's perception that it did not receive the benefits it had bargained under its previous contract cannot be corrected in this interest arbitration. However, it is not unfair or unreasonable to grant the bargaining unit members wage increases that are comparable to those granted to some of the University's other employees. (University Exhibit Nos. 30 and 31).

In addition to being comparable to the increases granted to the University's other bargaining units, such an increase maintains the police officers, corporals, and sergeants in essentially the position that they have been in as against their counterparts at the comparable universities. As Arbitrator Loebach stated in the prior interest arbitration between this University and the sergeants, comparability "in no way denotes that the deal must maintain a leadership or highest position among the proposed comparable

jurisdictions." *Southern Illinois University at Carbondale*, S-MA-97-213 (April 8, 1998) (Arb. Loebach). This is not to say that the Parties cannot pursue, particularly in the case of the sergeants, bringing the wages of those employees closer to those at the other universities. Even if the bargaining unit members receive percentage wage increases somewhat higher than those received by other bargaining unit members or those received by their counterparts at the comparable universities, such increases do not alter the position of the officers and sergeants as against those other groups. Moreover, the Union's willingness to forego any wage hike in the second year of the contract convinces the Arbitrator that the Union understands that the difficulties of the University are real and it is not making unreasonable demands on the University. In the absence of such willingness, the Union's position would be significantly weakened. However, where it was not unreasonable for other bargaining units or employee groups to request and receive additional sums, the Undersigned Arbitrator is not able to of any reason why it should now be unreasonable for the police officers and sergeants to also make this request. It is not as though the University is dealing with such a demand for the first time or as if the demand had heretofore been made only by the faculty group. In sum, the evidence convinces the Arbitrator that the ability to pay factor weighs in favor of the Union.

#### Wage Offer Conclusion

Considering all of the foregoing, the Arbitrator concludes that the Union's offer is the more appropriate award under the statute. In saying that the Arbitrator recognizes that the language in which the Union cloaks its offer may not be the best language. However,

this Arbitrator must choose one or the other wage offer and does not have the authority to change the language of the offer. Accordingly, the Union's offer is adopted for both the bargaining units of police officers and corporals and the bargaining unit of sergeants.

2. Longevity Pay

The Union proposes:

Effective July 1, 2001, (retroactive on all hours paid):  
Add New Steps at 5 Years, 7 Years and 9 Years of Service.

(Union Exhibit Nos. 17, 18).

The University proposes: *Status quo*.

The current step scales advance every two years, i.e., at 2 years, 4 years, 6, years, and continuing through year 28. (Union Exhibits Vol. 1, Nos. 2, 3). The Union seeks to add new steps at years five, seven, and nine. (Tr. at 51). According to the Union, the additional steps would add one percent to each step higher than step five. (Tr. at 51, 76-79). The Union contends that such is a standard pay plan for officers throughout Southern Illinois, and explains that it seeks to add the additional steps in order to improve the position of the bargaining unit members as compared to officers from comparable universities.

The University opposes the addition of the new steps and seeks to maintain the *status quo*. Prior to the arbitration hearing, the University proposed a five cent increase effective July 1, 2003 at the steps sought by the Union. (Union Exhibit Vol., Tab 29). In the arbitration hearing, the University withdrew the offer, claiming that it had not until then understood the "ripple effect" of the additional steps on the wages received by those employees situated at the steps above step nine. The University also maintained that its

offer had been “off the record” and part of a package. The University argues that this is a “breakthrough” issue and, as such, the Union has the burden of proving a need to deviate from the *status quo*.

In order to adopt the final proposed offer of the Union, the Union must show that that there is a substantial and compelling need for the proposed change; the status quo has failed to work; the status quo has operated in such a way that it has caused inequities for the bargaining unit; the University has resisted attempts to bargain changes to the *status quo*, and the Union has offered a *quid pro quo* for the proposed change. See *University of Illinois at Springfield*, S-MA-00282 (Perkovich, 2002). As demonstrated above, none of the comparable universities provide as many step levels as the University already does at Carbondale. Moreover, although the Union asserts that its proposal is standard for police officers throughout southern Illinois, the Union has not provided any evidence that this is so. Further, even had it done so, the Union did not propose, nor has the Arbitrator adopted, southern Illinois as the comparable community. Therefore, it cannot be stated that the addition of longevity steps is necessary in this instance to place the officers at issue herein in a similar position. Additionally, as the University notes in its brief, using the assertion of the Union that the additional steps will add one percent to the pay rate at each step above step nine, the addition of the steps will cost \$22,630.40 annually for a total cost of \$67,891.20. This is a change in contract terms that should be bargained between the parties, which it appears the University, with its original .05 offer was willing to do, rather than having it imposed by the Arbitrator. Without a showing by the Union of a substantial need for the change, or that the current system results in inequity to the officers, or that it has offered some *quid pro quo* in exchange for the additional steps

and at such a cost, the Arbitrator will not adopt the proposal of the Union. Accordingly, the offer of the University is adopted.

### 3. Educational Incentive Pay

The Union proposes:

Effective July 1, 2001 (retroactive on all hours paid):

The University and the Union recognize the principle of continuing education and increased value gained through the attainment of education related to an employee's chosen career field. In this regard the University agrees to pay an additional \$.50 per hour to police officer and corporals (and sergeants) covered by this Agreement for Emergency Medical Technician certification. The University further agrees to pay the cost of tuition and required books upon presentation of a paid receipt and certificate of completion.

The University further agrees to pay an additional \$.50 per hour for any Bachelor's Degree. This allowance applies to both patrol officers and corporals (and sergeants). Applicable educational incentives shall be added to the base hourly rate of eligible employees for all hours in a pay status and included in the computation of the overtime rate.

(Union Exhibit Nos. 17, 18).

The University proposes: *Status quo*.

There currently are at least nineteen bargaining unit members who qualify for this incentive. (University Exhibit Nos. 49, 50). On this issue, the Union offers only Southern Illinois University as a comparable, arguing that the University provides this benefit to police officers at the University's campus at Edwardsville. (University Exhibit Vol. 3, Tab 12). In fact, the Union took the language of this proposal from the agreement between Southern Illinois University at Edwardsville and the police force at the University. (Tr. at 52); (Union Exhibit Vol. 3, No. 12). The Union notes that the benefit is an incentive that will apply only to those employees who fulfill the requirements. The Union further argues that the University provided no evidence to support its claim that it

must offer this incentive to the police officers at the Edwardsville campus in order to attract employees who might otherwise prefer to work for the surrounding municipalities.

The University opposes this proposal and seeks *status quo* on this issue, i.e., no educational incentive pay for those officers receiving EMT certification or a bachelor's degree. The University argues that under this proposal, as least nineteen employees would receive the extra payment, and such payments would cost \$20,800 annually, totaling \$62,400 over the three years of the Collective Bargaining Agreement.<sup>6</sup> (University Exhibit Nos. 49, 50).

The University notes that fourteen of its officers at the University have neither EMT certification nor a bachelor's degree, and it is not necessary to have such qualifications in order to perform the duties of the position. The University further states that the University is located in the middle of the City of Carbondale, which has fire and emergency personnel who can respond to emergencies without involving University police personnel. The University further argues that, as the proposal of the Union would require the University to pay more money for qualifications that it does not require, the proposal of the Union borders on a permissive subject of bargaining under the Illinois Public Labor Relations Act. The University points out that among the proposed comparables of the Union only Southern Illinois University at Edwardsville provides this benefit. The University argues that the campus and workforce at the Edwardsville campus are significantly different than those at Carbondale and that therein may be the reasons this benefit is provided at Edwardsville. The University also notes that it already

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<sup>6</sup> Employer Exhibits 49 and 50 reflect a cost of \$24,940 for the educational incentive. However, \$4,160 of that amount reflected payment to employees who obtained an associates' degree. Such was not included in the Union's proposal and the cost of the proposal is reduced by that amount.

offers a tuition waiver to University employees, and since 1998 twelve bargaining unit members have taken advantage of the waiver.

The test for whether the proposal of the Union is an attempt to achieve a breakthrough must be applied to this issue as well. As explained in the discussion on the longevity proposal of the Union, in order to adopt the Union's final proposal, the Union must show that that there is a substantial and compelling need for the proposed change; the *status quo* has failed to work; the *status quo* has operated in such a way that it has caused inequities for the bargaining unit; the University has resisted attempts to bargain changes to the *status quo*; and the Union has offered a *quid pro quo* for the proposed change. See *University of Illinois at Springfield*, S-MA-00282 (Perkovich, 2002).

As regards this issue, the Union has offered as its rationale only that the police officers, corporals, and sergeants at Southern Illinois University at Edwardsville receive this incentive pay. Although the Union argues that the University has not provided any evidence supporting its assertion that it offers the incentive to the Edwardsville campus officers in order to remain competitive, the Union has the burden of demonstrating a substantial and compelling need for the change. In the Arbitrators opinion, the Union has not shown a substantial and compelling need for the change. It has only shown that Edwardsville campus officers are offered the incentive under their Collective Bargaining Agreement while at Carbondale the Union and the University have never bargained such a provision. Further, the Union has not shown that the *status quo* has failed to work. The Union argues that officers at the Edwardsville campus receive this benefit, which can be considered an inequity for the Carbondale campus. However, other than in these negotiations, the Union has offered no evidence that the University has resisted any

previous attempts to change the *status quo* and the Union has not offered any *quid pro quo* for the proposed change. In light of the Union's inability to make the required showing, the final offer on the educational incentive of the University is adopted.

## V. AWARD

The following shall be the Award in this matter:

### 1. Percentage Increase for Wages

Police officers and corporals – Union's offer is accepted.

Sergeants – Union's offer is accepted.

### 2. Longevity Pay

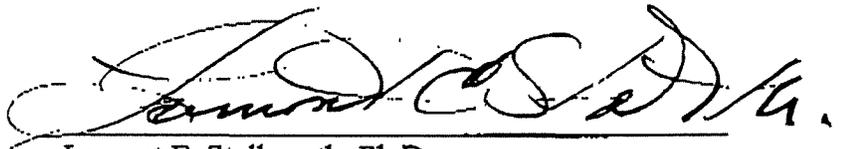
Police officers and corporals – Union's offer is denied.

Sergeants – t Union's offer is denied.

### 3. Educational Incentive Pay

Police officers and corporals - Union's offer is denied.

Sergeants - Union's offer is denied.



Lamont E. Stallworth, Ph.D.  
Interest Arbitrator

Signed this 12<sup>th</sup> day of November, 2003

City of Chicago  
County of Cook  
State of Illinois

LES/SP/mdc