

**INTEREST ARBITRATION
BEFORE
EDWIN BENN**

In the Matter of Interest Arbitration)	
Between)	
)	
BOARD OF TRUSTEES OF THE)	
UNIVERSITY OF ILLINOIS)	
)	Interest Arbitration
Employer,)	
)	
and)	
)	
FRATERNAL ORDER OF POLICE)	
LABOR COUNCIL)	
)	
Union)	

INTEREST ARBITRATION AWARD

Based upon the parties' presentations, the following is hereby ordered:

1. Salaries.

Effective September 1, 2006, increase salaries across-the-board by 3.4%

Effective September 1, 2007, increase salaries across-the-board by 3.5%

Effective September 1, 2008, increase salaries across-the-board by 3.66%

Effective September 1, 2009, increase salaries across-the-board by 3.0%. If the University Labor Agreement which covers Police Officers provided a salary increase in excess of 3.0% for September 1, 2009, then any such excess over 3.0% will be included in the September 1, 2009 hourly rates set forth in Appendix "A" and a Supplemental Wage Agreement which reflects these wage increases will be executed between the parties.

2. Parking. Add the following new language in the parties' collective bargaining agreement:

During the term of this Agreement, the University reserves the right to change from time to time the fees charged to bargaining unit employees

and the terms for parking assignments and availability for the use of University parking lots and/or structures.

If there is any increase in the fees charged to bargaining unit employees, the University agrees to discuss the reasons and rationale for the increase with representatives of the Labor Council.

3. Random Drug Testing -- As per the attached side letter.
4. Overtime Grievances and Overtime. The outstanding overtime grievances involving Donna Dubek and Eugene Lifonti will be settled on a non-precedential basis by the University paying each employee a total of 8 hours of overtime. To prospectively resolve the situation giving rise to the foregoing grievances, add the following new subsection (d) to Section 1 of Article VI:
 - d) Notwithstanding the above, no overtime shall be paid if a shift pick selection results in a supervisor working a sixth or more consecutive work day that lapses into another workweek. This provision shall not affect the contractual requirement that employees are eligible for overtime pay at one and one-half times their regular hourly rate (as defined by Federal law) for time worked in excess of eight (8) hours per day.
5. Tentatively Agreed to Changes. The parties are directed to incorporate any previously agreed to changes in the new 2006-2010 collective bargaining agreement.
6. Status of Other Proposals -- All other proposals submitted by either party during the course of negotiations are specifically dropped. Without prejudice, the Union shall withdraw its proposal concerning payment of rank differential due the current economic situation.
7. Term -- Through the completion of the last shift beginning prior to 11:59 p.m. August 31, 2010.
8. Retention of Jurisdiction -- Pending preparation and execution of the parties' new 2006-2010 collective bargaining agreement, the parties agree that Arbitrator Benn will retain jurisdiction.



Edwin H. Benn
Arbitrator

Dated: January 10, 2009

SIDE LETTER

The parties agree in principle to Random Drug Testing. Furthermore, it is agreed that the parties shall establish a committee made up of three (3) supervisors and management to have three (3) representatives of their choosing within thirty (30) days of ratification of the contract by both Parties for the purpose of establishing a Random Drug Testing policy and a process for its implementation.