

Paul Betts
Arbitrator

IN INTEREST ARBITRATION PROCEEDINGS PURSUANT TO
THE ILLINOIS STATE LABOR RELATIONS BOARD

In the Matter of an Interest Arbitration Between:

CITY OF PARIS, IL

and

POLICEMEN'S BENEVOLENT LABOR COMMITTEE

ARBITRATION OPINION AND AWARD: October 6, 2010
ILRB No. S-MA-09-241

Appearances: Lorna K. Geiler, Attorney for the City of Paris; Shane Voyles, Staff
Attorney for the Policemen's Benevolent Labor Committee.

PROCEDURAL HISTORY & BACKGROUND

This matter involves an interest arbitration between the City of Paris, hereinafter referred to as "Employer or City" and the Policemen's Benevolent Labor Committee, hereinafter referred to as "Union or PBLC". The City and Union have been negotiating for a successor collective bargaining agreement (CBA) to replace the contract that expired on April 30, 2009. [U1]¹ Negotiations concluded with three outstanding issues: Wages, Vacations and Sick Days. The parties invoked the interest arbitration procedures of the Illinois Public Relations Act (Act), and using the services of the Illinois Labor Relations Board (Board), the City and Union appointed Paul Betts as Arbitrator.

¹ "J" followed by a number means "Joint Exhibit" and the number thereof. "E" followed by a number means "Employer Exhibit" and the number thereof. "U" followed by a number means "Union Exhibit" and the number thereof. "T" followed by a number means "transcript" and the page number thereof.

An interest arbitration hearing was held in Paris, IL on June 18, 2010. During the course of the hearing, both parties were afforded full opportunity for presentation of evidence, examination and cross-examination of witnesses and oral argument. The parties waived the tripartite panel and agreed to waive the Act's requirement that the hearing commence within fifteen (15) days of the Arbitrator's appointment. The parties further agreed to extend post-hearing timelines in order to accommodate scheduling needs. The parties filed timely post-hearing briefs, with the Arbitrator receiving the last brief via regular US mail on August 9, 2010. On September 28, 2010 the parties agreed to reopen the hearing for the purpose of additional evidence submission, with the Arbitrator receiving the additional evidence on October 2, 2010.

The City has two other bargaining units: firefighters, represented by the International Association of Firefighters (IAFF); and employees in Public Property, Traffic, Street, Parks Department, Police Dispatch and office personnel, represented by the International Brotherhood of Teamsters (Teamsters).

STATUTORY PROVISIONS

Section 14 of the Act contains the factors arbitrators are to use when making decisions regarding issues in dispute. These factors are as follows:

- (g) ...As 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, 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 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.

The Act does not mandate that each of the eight factors noted above be applied to each impasse issue. Nor does the Act assign specific weight to the eight factors. As a result, the Arbitrator must decide which of the factors are relevant and applicable.

All of the issues presented for resolution here are economic in nature. Pursuant to Section 14 (g) of the Act, the Arbitrator must select, without modification, either the City's or the Union's final offer on each impasse issue.

IMPASSE ISSUES

The parties agreed the issues presented for resolution were all economic in nature and are listed below:

1. Wages
2. Vacations
3. Sick Leave

PARTIES' OFFERS

Wages

In summary, the following represents wage offers made by the parties:

Effective Date	City Offer	Union Offer
05/01/09	2%	3%
05/01/10	2%	2%
11/01/10	0%	1.5%
05/01/11	2%	1.5%
11/01/11	0%	1.5%

Vacations

In summary, the Union is seeking to move up the current vacation schedule and to add a fifth (5th) week of vacation for employees with 20 years of service. Note that employees are assigned to 8, 10 and 12 hour shifts.

The Employer is seeking to maintain status quo.

The following represents vacation offers made by the parties:

City Offer – 8/10 Hour Shift (Represents Status Quo)		Union Offer – 8/10 Hour Shift	
Length of Service in Years	Hours of Vacation	Length of Service in Years	Hours of Vacation
1 but less than 2	40	1 but less than 2	40
2 but less than 10	80	2 but less than 8	80
10 but less than 15	120	8 but less than 14	120
15 or more	160	14 but less than 20	160
		20 or more	200

City Offer - 12 Hour Shift (Represents Status Quo)		Union Offer - 12 Hour Shift	
Length of Service in Years	Hours of Vacation	Length of Service in Years	Hours of Vacation
1 but less than 2	48	1 but less than 2	48
2 but less than 10	84	2 but less than 8	84
10 but less than 15	132	8 but less than 14	132
15 or more	168	14 but less than 20	168
		20 or more	216

Sick Leave

In summary, the Union is seeking to increase the annual accumulation of sick leave for all employees by one day (8/10 hour shift employees would be increased from 64 to 72 hours; 12 hour shift employees would be increased from 96 to 108 hours,).

The Employer is seeking to maintain status quo.

THE EMPLOYER'S POSITION

The City contends its final offer is more reasonable than the Union's. Its principal arguments in support of that position which were articulated at the hearing and raised in its post-hearing brief are summarized as follows:

1. Recent interest arbitration awards clearly establish a trend which favors internal over external comparability. The Employer argues that contracts negotiated in more favorable economic times cannot be the basis for setting wages in a depressed economy. The majority of the agreed upon external comparables had CBA's that became effective prior to the economic downturn. As a result, external comparables are of little or no value in setting terms in the instant case.
2. In line with the trend favoring internal comparability, the City's final offer on wages is consistent with the two percent annual wage increases accepted by employees represented by the IAFF and employees represented by the Teamsters. Furthermore, the City argues police actually have a higher wage package than other Paris employees because they are granted yearly longevity increases. Neither the employees represented by the IAFF or Teamsters are granted longevity increases.
3. The Employer contends that even if the Arbitrator were to consider external comparability, the City's final offer is reasonable. When considering wages, the Arbitrator should view the entire compensation package offered by the City and note that the City provides police officers with a better health insurance benefit

and a larger life insurance policy than any of the comparables and that it also ranks high among external comparables in paid holidays.

4. Regarding vacation and sick leave, the Union is seeking to alter the status quo. The Employer contends the Union has failed to meet its burden of proving that any alteration of the status quo is necessary, reasonable, or would not impose an undue hardship on the City.
5. In line with the trend favoring internal comparability, the City's final offer on vacation and sick leave is consistent with what was accepted by the employees represented by the IAFF and the Teamsters.
6. The Employer contends that even if the Arbitrator was to consider external comparability, the City's final offer on both vacation and sick leave is reasonable, being within the median range of external comparables. When considering vacation and sick leave, the Arbitrator should view the entire compensation package and note that the City provides police officers with a better health insurance benefit and a larger life insurance policy than any of the comparables and that it also ranks high among external comparables in paid holidays.
7. The City owes a duty of fiscal responsibility to its citizens, employees and tax payers and it would be fiscally irresponsible for the City, during a period of deficit budgeting, to increase that deficit voluntarily and further increase the disparity which already exists among the compensation packages offered to its represented employees.

THE UNION'S POSITION

The Union contends its final offer is more reasonable than the Employer's. Its principal arguments in support of that position which were articulated at the hearing and raised in its post-hearing brief are summarized as follows:

1. The Union contends its wage proposal should be adopted because it more closely represents what the parties have done in the past. There is a long history of high general wage increases for this bargaining unit. The historically high annual increases have been warranted by Paris' low wages in comparison to police officers in comparable communities. If not the lowest paid, Paris officers are nearly the lowest paid.
2. The Union contends its wage proposal should be adopted because it more closely represents what other parties have done recently. The Union contends that Paris officers are among the lowest paid of the external comparables and officers in the comparable communities will see higher general wage increases than what the

City proposes here. As such, the City's offer of a 2% annual wage increase cannot be supported by the external comparables.

3. The parties' wage proposals are not drastically far apart when looking at the size of the bargaining unit. While the employer has offered general wage increases of 2% and the Union's proposal is roughly 1% to 1½% higher, there are only 11 employees involved. As a result, the City's "financial responsibility" argument should be weighed in this context.
4. For 2009 and 2011, the Union contends the internal comparables do not favor the City's wage proposal. Neither the employees represented by the IAFF nor Teamsters agreed to the sustained low wage increases the employer seeks to impose here. The firefighters actually agreed to a 3% wage increase for 2009, because 2% plus the \$500 signing bonus equals 3%. There is no evidence the City ever offered the Union a signing bonus or 3% for any year of the contract.

There likewise is no evidence that all unionized employees will receive a 2% general wage increase in 2011, because the Teamsters would not agree to it. The Teamster's were promised the possibility of something better by the City Council for 2011 based upon reopener language agreed to in their CBA.

The Union contends the employer seeks concessions from this bargaining unit which it has not achieved from any other union over the duration of an entire agreement.

5. Inability to pay is a statutory factor; fiscal prudence is not. A need for prudence is not the same as a claimed inability to pay. Here, the City has the financial ability to pay either proposal. Because the City has the financial ability to meet its costs, this factor weighs in favor of the Union's proposal.
6. The Union contends that the City's sub-standard wage offer is a result of the City's continued disdain regarding longevity pay. The employer has chosen to recharacterize longevity as a general wage increase, which is an attempt by the City to increase the value of the benefit. The employer's dislike for the maintenance of longevity is not a traditional or statutory factor to consider at interest arbitration.
7. Cost of living is normally above 2% and, at the time of the hearing, data for 2010 indicated that the cost of living was rising by more than 2%. Overall, the Union's proposal more closely resembles annual cost of living increases.
8. The employer attempted to demonstrate that its overall benefits package was generous. But it was unable to demonstrate that it was remarkable in comparison to the other Paris bargaining units or those in the comparable communities. Overall, the statutory factors favor adoption of the Union's wage proposal,

because it more closely resembles the agreement the parties should have reached at the bargaining table.

9. The Union contends that Paris officers receive less paid vacation than officers in comparable communities. Furthermore, the Union contends the other comparables allow officers more vacation time sooner in their careers. As a result, external comparability supports the Union's vacation proposal. Beyond vacation, most of the external comparables also grant more paid personal business leave than does Paris. As a result, the current overall compensation situation existing in Paris, where the officers are paid less and get less total time off, is an inequity to be rectified by granting the Union's vacation offer.
10. The Union contends that Paris officers are penalized in comparison to City firefighters regarding sick leave. Although police officers accrue sick leave at a daily rate identical to firefighters, fire department employees work fewer days than police officers. As a result, a firefighter with an extended illness could miss more time without losing pay in comparison to a police officer with the same illness. In addition, most of the external comparables offer more generous sick leave than does the City.

ANALYSIS & OPINION

Before analyzing each specific issue, it should be noted that both parties testified to an agreed upon list of external comparable communities, yet a review of evidence indicates the Employer included an additional three communities that are not included in comparable community evidence provided by the Union. [T7, T52, E1, U1] In the most recent interest arbitration between the parties, City of Paris and Policemen's Benevolent Labor Committee, S-MA-05-193 (Finkin, 2006), the parties stipulated to the following list of thirteen (13) comparable communities: Chillicothe, Clinton, Harrisburg, Litchfield, Mt. Carmel, Metropolis, Murphysboro, Olney, Robinson, Salem, Silvis, Taylorville, and Watseka. These thirteen (13) communities are included in evidence provided by both parties in the instant case. The three additional communities offered by the Employer include Benton, Rochelle, and Rock Falls. The inclusion of these three communities in the Employer's evidentiary offerings may be an oversight, but because both parties

testified to an agreed upon list of external comparables and because the Arbitrator was not asked to decide on any controversy regarding external comparables, any data relating to these three additional communities will not be used by the Arbitrator in analyzing the instant case.

That being said, the following will evaluate each impasse issue per the relevant statutory factors noted above.

Wages

Neither party submitted evidence regarding factors (1) and (2) under Section 14(h) of the Act.

Under factor (3), the City testified to having \$465,000 in assets and the ability to pay the Union's proposal. [T64] As a result, ability to pay is not a factor here. However, the Union contends that since the City has the financial ability to meet its costs, this factor weighs in favor of the Union's proposal. I respectfully disagree. The fact that the City can afford either proposal provides little, if any, clarity as to which offer is more reasonable under the statutory guidelines. Simply because the Employer can afford the Union's wage offer does not mean it is the correct proposal. Both the City and Union presented arguments regarding the "interests and welfare of the public", with the City arguing the importance of fiscal responsibility to its constituents during a period of deficit budgeting and the Union arguing the paramount public interest served in protecting the citizenry. Both contentions are valid, but again, offer little guidance as to how this factor might favor one party over the other.

Under factor (4), both internal and external comparability is reviewed. Although the Act does not provide specific weight to the eight (8) decision factors, external

comparability has historically been given great weight by most interest arbitrators. In its post-hearing brief, the City argued that recent interest awards establish a trend favoring internal over external comparability, taking into consideration the depressed economy and providing employers with a degree of uniformity and continuity among its own employees. To this end, the City provided the Arbitrator with a number of recent interest decisions for precedent value in order to persuade the Arbitrator in the instant case.

Although I found the reading to be both interesting and informative, I did not find it controlling. The instant case has its own set of facts and circumstances, which make it unique and set it apart from the cited offerings. Clearly, the economic landscapes in which negotiations occur have a direct impact on the demands made during those negotiations and the ultimate outcome of the negotiations. In reviewing the cited awards by the City, this Arbitrator agrees with the general premise that contracts negotiated during good times should not form the basis for setting terms and conditions during bad times. However, where external comparability exists within the same economic landscape, the Arbitrator should consider such external comparability (even if limited because the external pool is reduced due to the timing of negotiations). Such is the case here. The Union argues that the agreed upon external comparables will average wage increases of 4.03 % in 2009, 3.65 % in 2010 and 3.17 % in 2011, well above the 2 % annual increase offered by the City. [U1] The City, however, argues that the agreements for Clinton, Litchfield, Metropolis, Mt. Caramel, Murphysboro, Salem, Silvis, Taylorville, and Watseka became effective prior to the current economic downturn and are therefore of little to no value in the instant case. Excluding the comparables noted above by the Employer leaves Chillicothe, Harrisburg, Olney, and Robinson as

comparables with agreements that became effective during the current economic climate. These comparables will average wage increases of 2.84 % in 2009, 2.91 % in 2010 and 3.17 % in 2011. [U1] Paris officers are among the lowest paid of all external comparables (especially at the later steps of progression) and are clearly the lowest paid when looking at the four external comparables noted above with agreements that became effective during the current economic downturn. [E1, U1] The City's wage offer, if adopted, would put the City's police officers further behind. As a result, external comparability, a valid factor in this case, strongly favors the Union's wage proposal.

Turning to internal comparability, the City maintains that its wage offer mirrors the wage offers accepted by the IAFF and Teamsters. The Union, however, argues that neither the IAFF nor the Teamsters agreed to an annual wage increase of 2 % for the duration of their agreements. The Union contends that the firefighters received a \$500 signing bonus for 2009, which equates to an additional 1%, bringing the firefighters wage increase in 2009 to 3% versus the 2% claimed by the City. Likewise, the Teamsters have a four year agreement with wage reopener language for either the third or fourth year of the contract. The Teamsters collective bargaining agreement states the following under Article 23 – Wage Rate:

“Wages are adjusted at the rate of a 2 % increase effective May 1, 2009 and a 2 % increase effective May 1, 2010.

The Union and the Employer agree to reopen this Contract for the purpose of negotiating wages in the third year if, as a result of the municipal election, there is no change in City Council composition. If there is such a change, employees in this Bargaining Unit will receive a 2% increase in their existing wages effective May 1, 2011. If the Contract is not opened in its third year for wage negotiations, the Union and the Employer agree that the Contract will be opened for the fourth year of the Contract for the purpose of negotiating wages for that final year.” [U1, Tab 11]

As a result, the Union argues the Teamsters, which includes police dispatchers, rejected a 2% “take it or leave it” offer and were instead promised the “possibility of something better by the City Council”. Based upon these differences, the Union argues that the evidence shows the other bargaining units were willing to make concessions with respect to wage increases for part, but not all, of the contractual years. As a result, the Union argues that the internal comparables do not favor the City’s wage proposal. Although the Union’s arguments demonstrate differences between the City’s offer here and what was agreed to by the other bargaining units, the City’s wage proposal is nonetheless closer to what was agreed to by both the IAFF and Teamsters.

Under factor (5), cost of living is reviewed. Generally cost of living rises year after year. However, on an annual average basis, the consumer price index (CPI-U) actually dropped from 2008 to 2009. [U1] Forecasting cost of living is difficult at best, but a review of current data indicates cost of living is again rising. The following details the most recent cost of living data since the prior Agreement expiration date of April 30, 2009:²

CPI-U May 2009 to August 2010

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009					213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312				

Since May 2009, the cost of living as measured by the CPI-U has increased by 2.08 %³ and in all likelihood, will continue to rise. That being said, the City’s wage offer raises concern regarding not only the ability to keep pace with the cost of living but also the wage inequity with external comparables noted above. Taking this into consideration

² BLS website – <http://www.bls.gov/data/>

³ $218.312 - 213.856 = 4.456$, $4.456 / 213.856 = .0208$, $.0208 \times 100 = 2.08\%$

and given the fact that City patrol officers are among the lowest paid of external comparables, I find cost of living data to favor the Union's wage proposal.

Under factor (6), total compensation is reviewed. The City argued that the overall compensation package provided to its police officers, specifically health insurance, life insurance and paid holidays, should be considered when comparing external wages. There is no disputing that Paris provides a larger life insurance policy than any of the external comparables. [E1] The City also ranks third amongst the comparables regarding paid holidays and offers a generous health plan. [E1] That being said, the Arbitrator is not convinced that these benefits, in and of themselves, are enough to overcome the fact that Paris officers are among the lowest paid of all the external comparables.

Regarding items that interest arbitrators "normally or traditionally" consider under factor (8), it is important in this case to review the parties' bargaining history. Since 1994, the following summarizes the annual wage increases provided to the Union: [U1]

Year	% Increase in Wages
1994	3.8
1995	4.1
1996	4.9
1997	4.7
1998	4.5
1999	4.0
2000	4.0
2001	4.0
2002	4.0
2003	2.0
2004	3.0
2005	4.0
2006	4.0
2007	4.0
2008	4.0
Avg.	3.93

For purposes of this case, the information above is demonstrative for a number of reasons. First, although the Union has historically received significant general wage increases, they still remain among the lowest paid officers when compared to external comparables. Secondly, the Union's wage offer consists of annual wage increases that are lower for each year than the fifteen year average of 3.93 %. Furthermore, for both the second and third years, the Union's proposed increases are spread out over the course of the year. In other words, the Union's wage offer recognizes the current economic times by proposing annual increases that are both lower than the fifteen year average and which are spread out over time. By doing so, the Union's proposal allows for better equity consideration in relationship to the external comparables while providing some relief to the Employer regarding their current budgetary situation.

In light of all of the above and taking into account all the statutory factors, the Arbitrator finds the Union's proposal on wages to be more appropriate.

Vacations

A review of internal comparability reveals the City's offer is consistent with vacation provisions accepted by the employees represented by the IAFF and Teamsters. Therefore, internal comparability favors the City's proposal.

We now focus on external comparability. In its post-hearing brief, the City argues that the Employer's vacation proposal, which represents the status quo, is within the median range offered by the external comparables. I respectfully disagree and actually find the Union's proposal to be more reflective of the median. Reviewing the data below, the evidentiary record reveals the City's vacation leave program ranks lowest among all external comparables. [E1, U1]

Comparable	Allotted Vacation Time in Hours			
	8 & 10 Hour Shifts		12 Hour Shifts	
	Minimum	Maximum	Minimum	Maximum
Chillicothe	40	160		
Clinton	40	200	40	200
Harrisburg			80	200
Litchfield	40	200		
Metropolis	48	240		
Mt. Carmel	80	200		
Murphysboro	80	200		
Olney	40	200		
Robinson	80	200		
Salem			144	240
Silvis	80	240		
Taylorville	80	200		
Watseka	40	240		
Median	48	200	80	200
City Proposal	40	160	48	168
PBLC Proposal	40	200	48	216

The City's proposal caps vacation leave at 160 hours for those assigned to an 8/10 hour shift. Of the agreed upon comparables, only Chillicothe has the same cap of 160 hours. However, Chillicothe employees are granted 160 hours of vacation leave after 10 years of service, as opposed to 15 years of service under the City proposal.

One aspect of the Union's vacation proposal includes adding a step for employees with 20 or more years of service. Of the thirteen external comparables, eleven offer such

a step. Only Chillicothe and Salem do not. Yet Salem provides more vacation at five years of service (180 hours) than the City provides for at 15 years of service (168 hours).

Lastly, the Union is proposing to accelerate the vacation schedule in order to reduce the number of years it takes to earn two, three and four weeks of vacation time. Although steps in the progressions vary from community to community, the Union's proposal more closely assimilates to the external comparables. Based upon all of the above, external comparability strongly favors the Union proposal.

The remaining statutory factors provide little guidance as to which offer is more appropriate, but here the Union is seeking a change in the status quo and therefore bears the burden of persuading the Arbitrator that the change is necessary. The Employer argues that the Union failed to meet this burden. It is understandable why the Union is seeking the various changes in the vacation provision when one compares the City's vacation scheme with the external comparables. Likewise, it is understandable why the City is resisting the changes when one compares the Union proposal to the internal comparables and considers the current economic environment and budgetary constraints facing the Employer. Perhaps the Union's proposal on vacations, taking into account all the proposed changes, was too aggressive for the Employer given the current economy and budget constraints faced by the City. Negotiating changes to existing contract provisions in a collective bargaining agreement normally occur incrementally and over a period of time. That is one of the reasons why many arbitrators view interest arbitration, an extension of negotiations, as a conservative process. That being said, the Arbitrator is reluctant in the instant case, to alter the status quo concerning vacations.

In light of all of the above and taking into account all the statutory factors, the Arbitrator finds the Employer's proposal on vacation leave to be more appropriate.

Sick Leave

The City argues that its final offer on sick leave is consistent with the provisions accepted by the employees represented by both the IAFF and Teamsters. Although annual sick leave accrual varies internally based upon shift hours, the formula used to calculate annual accrual is consistent for all internal comparables. In this regard, the Arbitrator agrees with the City. In summary, the City provides its represented employees with 8 duty shifts of sick leave annually based upon shift hours. In other words, an employee working an 8 hour shift receives 64 hours of annual sick leave, an employee working a 12 hour shift receives 96 hours of annual sick leave and an employee assigned a 24 hour shift receives 192 hours of annual sick leave.

However, the Union argues that although the City's annual sick leave accrual formula is consistent between firefighters and police officers, the result is both inequitable and impracticable. Because firefighters work 24 hour shifts as opposed to an 8, 10 or 12 hour shift for police, police officers work more frequently than firefighters. As a result, the Union argues that the 8 duty shifts of annual sick leave for a police officer are exhausted much more quickly than for a firefighter. In other words, a firefighter with an extended illness could miss more time without losing pay in comparison to a police officer with the same exact illness. The Arbitrator finds the Union's argument compelling. Even though the annual sick leave accrual formula is consistent between firefighters and police, the resulting benefit is different. As a result, I find internal comparability to favor the Union's proposal.

Focusing on external comparability, the City argues that the Employer's sick leave proposal, which represents the status quo, is within the median range offered by the external comparables. I respectfully disagree and like vacation above, find the Union's proposal to be more reflective of the median. Reviewing the data below, the evidentiary record reveals the City's sick leave program ranks low among all external comparables and well under the median. [E1, U1]

Comparable	Annual Sick Leave Accrual in Hours	
	8 & 10 Hour Shifts	12 Hour Shifts
Chillicothe	64	
Clinton	96	96
Harrisburg		120
Litchfield	60 (after 1 year) 120 (after 3 years)	
Metropolis	96	
Mt. Carmel	96	
Murphysboro	120	
Olney	96	
Robinson	96	
Salem		144
Silvis	96	
Taylorville	56	
Watseka	96	
Median	96	120
City Proposal	64	96
PBLC Proposal	72	108

Based upon the above, external comparability strongly favors the Union proposal.

Under factor (6), total compensation is reviewed. As with wages and vacation, the City argues that the overall compensation package provided to its police officers, specifically health insurance, life insurance and paid holidays, should be considered when comparing sick leave. Again, the Arbitrator is not convinced that these benefits, in and of themselves, are enough to overcome the fact that City police officers rank among the lowest regarding annual sick leave accrual.

The remaining statutory factors provide little guidance as to which offer is more appropriate, but like vacation, the Union is seeking a change in the status quo and therefore bears the burden of persuading the Arbitrator that the change is necessary. The Employer argues that the Union failed to meet this burden. I respectfully disagree. Although the City argues its sick leave proposal is consistent with the internal comparables, the resulting benefit is significantly different between a firefighter working a 24 hour schedule and a police officer working an eight hour schedule. As the Union pointed out in its brief, a police officer working an 8 hour shift would work approximately 20 shifts in any given month whereas a firefighter would work approximately 10 shifts in the same period. Hence, a firefighter could miss nearly an entire month without losing pay, whereas a similarly situated police officer would exhaust their sick leave within approximately two weeks.

In light of all of the above and taking into account all the statutory factors, the Arbitrator finds the Union's proposal on sick leave to be more appropriate.

Although I may not have repeated every item of documentary evidence or testimony nor all of the arguments presented in the respective briefs, I have considered all

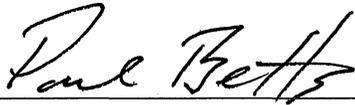
of the statutory factors, relevant evidence, testimony and arguments presented in rendering this Opinion and Award.

AWARD

Having heard or read and carefully reviewed the evidence and argumentative materials in this case and in light of the above Opinion, the following offers are adopted:

1. Wages (Article 24) – Union Offer
2. Vacations (Article 14) – Employer Offer
3. Sick Days (Article 16) – Union Offer
4. The parties' tentative agreements are hereby incorporated into this Award.

Dated this 6th day of October 2010.



Paul Betts, Arbitrator