

# ARBITRATION

OFFICE OF THE ATTORNEY  
GENERAL OF ILLINOIS,  
EMPLOYER

CASE NO. S-MA-11-345  
FMCS No.12-01733-5  
INTEREST ARBITRATION

vs.

ILLINOIS FRATERNAL ORDER  
OF POLICE LABOR COUNCIL,  
UNION

JAMES A. MURPHY,  
ARBITRATOR

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## DECISION AND AWARD

### APPEARANCES:

For the Employer: JILL P. O'BRIEN, Attorney

For the Union: JAMES L. DANIELS, Attorney

October 31, 2012

## BACKGROUND

The constitutional office of the Attorney General of the State of Illinois (Employer or Attorney General) employs some 744 employees of whom 356 are attorneys and 128 are unrepresented support staff. The Attorney General also employs 247 other staff who are represented by the American Federation of Teachers or by the Teamsters in addition to the 13 investigators who are represented by the Fraternal Order of Police Labor Council (Union or FOP) and who are the subject of this arbitration. The Office of the Attorney General and the FOP have had a bargaining relationship since 1990. All prior CBAs including the terms of the current 2007 - 2011 Contract were successfully negotiated between the Attorney General and the FOP without resort to arbitration.

The bargaining for this Contract began in June 2011, and consisted of only three meetings plus the mandatory mediation session. James A. Murphy was then mutually chosen as arbitrator to hear this matter. The Parties stipulated that the prerequisites to interest arbitration had been completed, and that the impasse issues were properly before the arbitrator who had jurisdiction and authority to make final and binding decisions on the impasse issues submitted including full retroactivity of monetary awards, if any. Four issues were scheduled for arbitration, of which two were tentatively agreed on the morning of the Hearing, while the remaining two, wages and compensatory time pay out, proceeded to binding arbitration. The Hearing was held at the FOP offices in Western Springs, IL on June 7, 2012. Counsel for both Parties ably presented evidence by exhibits, narrative and witness testimony, cross examined, and advocated for their

positions. Closing arguments were waived, and briefing was scheduled and subsequently extended. Briefs were received electronically from the Union on September 24 and from the Employer on September 28, along with two hard copies. On October 2, electronic briefs were forwarded to the respective Parties, and Employer's hard copy was mailed to the Union.

### STATUTORY FACTORS

I find that these two issues in dispute are economic. Therefore, The Illinois Public Labor Relations Act, Section 14(g) sets forth the standard for selection of offers made by the parties:

... 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). The findings, opinions and order as to all other issues shall be based upon the applicable factors presented in subsection (h).

Therefore I am constrained to select either the Employer's or the Union's last offer for each issue in dispute in this case. I have no authority to impose an award different from one of the presented offers on an issue. Furthermore, I am required to base my decision on the factors set forth in Section 14(h) of the Act.

Section 14(h) of the Act sets forth the factors to be considered in these cases:

(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 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.

It is well settled that the Arbitrator is responsible to exercise his or her considered judgment which of these factors are relevant to the pending case and what weight should be given to each. Village of Woodridge, S-MA-11-388 (Camden, 2012)

## **SELECTION OF COMPARABLES**

Since this is the first time this Unit has been to interest arbitration, there are no established comparables. The Union presented a detailed and logical account of how their proposed comparables were chosen. The Employer offered no comparables, and made only generalized criticisms of the Union's selections.

Since this arbitration involves a State Government law enforcement unit, it would seem that the appropriate comparables would be other State Government law enforcement units which do similar, but not necessarily identical, things. Although there are differences in sizes of the various units and the governmental office to which the unit is assigned, the over all considerations are similar in that all are funded by the General Assembly and all of Illinois State Government is in deep financial distress. Furthermore, the Employer produced no evidence to show that the proposed comparable units were so dissimilar as to invalidate their inclusion as comparables.

The Employer criticizes the Union's wage comparability exhibits for, among other things, choosing comparable State law enforcement positions based on job descriptions without detailing the percentage breakdown of time spent on each function, the types of investigations done, the amount office work vs. field work, amounts of overtime worked, amount of court testimony, as well as the size of the Unit, or the funding sources. While the Employer suggests that these failures make the comparisons "disingenuous and

misleading”, it does not produce any contrary evidence that supports the conjecture that these possible variations in duties, etc might, if explored, substantially impact the appropriateness of these comparables. I note that the Union apparently supplied to the Employer, on request, copies of the contracts for the Units they were proposing as comparable nearly a year before this Hearing, so there was ample time to do such research. In the absence of evidence to support its position, I do not find the Employer’s criticisms persuasive.

While I was unable to find a case that directly addressed the issue of the effect of size and funding source among State government offices (and none was cited), Arbitrator Peter Meyers found in a similar situation Illinois Fraternal Order of Police Labor Council and Southern Illinois University at Carbondale, S-MA-10-340 (Meyers, 2012) that other university public safety units were the appropriate comparables to SIU Carbondale Public Safety Officers, and the fact that some of the other universities in the State system were larger and better funded did not disqualify them as comparables.

I FIND THE COMPARABLES PROPOSED BY THE UNION TO BE  
APPROPRIATE

## WAGES

The Union's last, best, final offer on wages is:

**Effective July 1, 2011, an across-the-board increase of 1.25%**  
**Effective January 1, 2012, an across-the-board increase of 1.25%**

**Effective July 1, 2012, an across-the-board increase of 1.25%**  
**Effective January 1, 2013, an across-the-board increase of 1.25%**

**Effective July 1, 2013, an across-the-board increase of 1.25%**  
**Effective January 1, 2014, an across-the-board increase of 1.25%**

**Effective July 1, 2014, an across-the-board increase of 1.50%**  
**Effective December 1, 2014, an across-the-board increase of 1.50%**

The Employer's last, best, final offer is:

**Effective July 1, 2011: an across the board increase of 1%(retroactive); Appendix C step plan shall be "frozen" (i.e., no step movement) during FY 2012 (effective 7/1/11).**

**Effective July 1, 2012: an across the board increase of 1% (retroactive); Appendix C step plan shall be "frozen" (i.e., no step movement) during FY 2013 (effective 7/1/12).**

**Effective July 1, 2013: an across the board increase of 1.25%; and**

**Effective July 1, 2014: an across the board increase of 1.50%.**

The Union argues that its offer is needed to keep pace with the projected wage increases among the police units it has identified and have been accepted as comparable.

The Employer urges that the factor of external comparability be minimized, if not discounted completely. The Employer argues that "the trend among interest arbitrators during this period of recession is to find that there is "hiatus in the use of the

comparability factor”, citing Arbitrator Benn’s decision in City of Chicago April 16, 2010. Benn premised that view primarily on the timing (pre or post fall of 2008) of the proposed comparable contracts, as did other arbitrators at that time.

However, a year later, Benn modified that view when he opined in Markham S-MA-09-270 (Benn, 2011) at p. 35:

We are pushing away from the fall of 2008 and contracts are being established sufficient in number so that it may now be that “... a sufficient baseline of contracts in comparable entities have been voluntarily negotiated (or imposed through the interest arbitration process) ...” allowing for “apples to apples” and not “apples to oranges” comparisons with the result that “... comparability will regain its importance ....”

Now, another 2 1/2 years further removed from the fall of 2008, I concur conceptually that comparability is regaining its importance. This case, however, remains one of the kinds Benn referred to as an “apples to oranges” comparison.

The Union’s external comparability argument has several serious flaws. First, all of the compared contracts expired on 6/30/12, and no successor contracts have been agreed or imposed. The only year this proposed contract and the comparables have in common is fiscal 2012. That is the last year of the comparable’s contracts and the first year of this contract. Five of the six comparables have pre fall 2008 contracts which contain wage increases that average 4.75% for fiscal 2012. The sixth is a 2009 contract has 0% wage increase in fiscal 2012 but advances seniority steps by three years. The five earlier contracts present an unrealistically high average increase while the single post fall 2008 contract has only an enhancement of the longevity steps and no wage increase.

Secondly, all of the future projections beyond the first year are speculative because no one has a contract in place to cover the time period beyond the first year of this proposed contract. The Union's methodology of projecting the 3% or 2.3% future increases for the comparable contracts based on the past 3 years is obviously flawed. The Union itself recognized the problem with the excessive rates in the pre fall 2008 contracts when it arbitrarily reduced the average wage increases in four of them by roughly 30% to place them within the 3% range in the comparability charts. The single post fall 2008 contract had a longevity adjustment in lieu of a wage increase in fiscal 2012 and only 1% increases in the two prior years. One contract does not a valid comparability study make.

Even assuming that the Union's 3% number was valid, the Union's argument that its offer is necessary to keep pace with its anticipated 3% cost of living is increases is also flawed. The Union's own calculation of CPI-U for the first 10 months of the proposed new contract period is only 1.81%, and The Federal Reserve projects inflation to not exceed 2% thru 2015. (See Minutes of Federal Reserve's Open Market Committee meeting Sept. 2012) Combine that with the extreme financial problems of the State government and, under today's overall economic conditions, it would seem unlikely that 3% raises will be the norm in State of Illinois workers' wages in the near term.

From the Union's baseline comparability chart, it appears that this Unit is currently above the average at four milestones and below the average at four. This Unit is not underpaid

relative to its comparables, and the Union does not claim that it is. Given the completely unsettled nature of the economic status of the State, including issues of constitutional rights under labor contracts with the State, it is all but impossible to predict the future in any reliable way. I do believe, however, that the Union is overly optimistic in its 3% assumption for comparable unit wage increases

Therefore, the external comparables are of no weight in this arbitration.

It is widely held among arbitrators that comparisons between police and civilian employees are generally not valid largely because of the vast differences in duties and responsibilities. Outside of public safety positions, few other groups are expected to face dangerous or life threatening situations as a part of their job, and consequently, public safety employees are generally better compensated. In this proceeding, the Employer makes no effort to compare the duties and responsibilities nor the pay scales of its Investigators with its civilian employees. The Employer does, however, make an argument for equitable treatment of all of its employees in these trying economic times.

It is difficult to compare these internal employee groups (aside from the fact that there are no other public safety employees). Although Investigators have the only step system, both the exempt employees and the members of the Teamster/Teacher bargaining unit have the ability to be promoted where Investigators do not. The Union points to an obviously politically biased study from a so called "watchdog" group (For the Good of

Illinois Political Action Committee) finding that there have been some 62 promotions of non-represented employees resulting in wage increases from one or more promotions over the past two years. The Employer does not dispute the numbers. There is no evidence, however, that these promotions were not in the ordinary course of business or that there was anything improper about them; nor does the Union claim that there was. I note that half of the promotions were among the attorneys where it is undisputed that there has been a 45% turn-over in the past two years. While the factual data in the exhibit is accepted, the editorial comment is inappropriate and is totally disregarded.

The Employer counters that promotions affecting 12% of the unrepresented staff over two years in no way compares to the benefit of the longevity step system for the Investigators, all of whom receive regular longevity increases every 1, 2 or 2.5 years up to 24 years of service without assuming additional duties or responsibilities. No evidence was offered on promotions in the Teacher/Teamster Bargaining Unit

While it is not disputed that the unrepresented employees have not received any increase to their base pay since 2006, it is noted that no evidence was presented that represented employees in the Teamster/Teacher Unit did not receive regular semi-annual raises since 1/1/2007 thru 6/30/2011 when their CBA expired. It is not entirely accurate to conclude that 99% of the Attorney Generals employees received 0% increases in 2011 and 2012 while the contract for the Teamster/Teacher unit which numbers 247 employees (33% of the work force) is still being negotiated. The Tentative Agreement of 8/28/12 with that group introduced by the Employer, which called for an immediate lump sum payment of

\$675 and base pay increases of 1.25% 7/1/13 and 1.25% 7/1/14 was rejected by the membership. It is not disputed that the unrepresented employees have not received increases in base pay since 2007 when the current CBA was in force for the Investigators, but wage increases or lack of them for unrepresented groups are generally not relevant to represented groups.

On balance, I find that internal comparability does not favor either offer.

It can hardly be denied that the financial condition of the government of the State of Illinois of which the Office of the Attorney General is a part is disastrous, and is a factor to consider. The Attorney General's position is not strictly a matter of inability to pay, but more should it pay. Because this Unit is so small (1.7% of the workforce) and the difference between the proposals is not extreme, the Union's proposal could be adopted without substantial disruption of the Attorney General's operation. Just because it could be paid does not mean that it necessarily should be paid.

It is in the interest of the public to have well paid, competent Investigators in the Attorney General's Office. The Attorney General's Office carries out many programs and functions that are invaluable to the protection of the citizens of Illinois from the very young to the very old as well as businesses, and these Investigators are an indispensable part of many of these activities. They do admirable work under difficult circumstances, including a shrinking work force.

It is also in the interest of the public that the Attorney General, and all other constitutional officers, recognize their duty to the citizens of this State to control the cost of government. For that reason, I cannot agree with the Union's arguments castigating the Attorney General for holding the line on her budget requests from the Legislature or for not trying to get legislation passed that would allow her to keep more of the money her office brings in rather than turn it in to the General Fund. It is speculative at best that either initiative would find a favorable reception in a legislature which already has a severely cash strapped General Fund. Neither am I persuaded that this Unit should receive special wage consideration for bringing in some \$800,000 when other employees (perhaps with assistance from Investigators in some cases) have brought in tens of millions of dollars for which they receive no such consideration. Similar arguments could be made for many other State offices and agencies which would additional strain on an already over stressed General Fund.

This is not a case where this Unit sat idly by, accepting none of the pain of the bleak financial problems of recent years. This Unit has suffered a reduction in force of roughly 30% during the term of the current contract without a concomitant reduction in work load and responsibility. Although the Employer argues in its brief that there have been "reductions in staff throughout the office", Employer's Exhibit 2 shows that over the term of the current contract there have been staff increases among every employee group in the office except for the Investigators. The Union estimates that this reduction in force has saved the Office around \$500,000. While the pain to the Unit of a reduction in force is not comparable to the flat wages suffered by the unrepresented employees, it does,

nonetheless, demonstrate that these Investigators have not been indifferent to the financial plight of the Attorney General.

None can deny that the finances of the State Government are in shambles. Clearly, that was not the fault of these employees; and to attempt to restore the budget **solely** "on the backs of the employees" would be unconscionable. At the same time, virtually everyone in the State is paying the price of past governmental excesses in some way. Taxpayers, those who do business with the State, those who receive State services, local governments and school districts that are dependent on State funding, to mention a few, are all feeling the effects; and it was not their fault either. The concept of shared sacrifice is not foreign to collective bargaining nor to this bargaining unit. It has been a factor in many labor agreements, both public and private sector, in hard times and economic recessions, including this one that we may now be just slowly coming out of.

One can see some recent local government contract settlements that are beginning to restore wage increases to prior levels. Unfortunately, the State of Illinois is not recovering from its economic woes like some local governments which managed their budgets more prudently. The State Government is still saddled with enormous debt which threatens the stability of the government. That issue must urgently be addressed. The interest and welfare of the public demands that all parties to the business of the government join in that effort. Wage increases well above the anticipated cost of living increases should not be exempt; particularly where, as here, it is not a matter of catch up

from past sub-standard wages or wage increases. All agree these employees are well compensated.

I find that the interest and welfare of the public and the ability of the Employer to meet those costs favors the Employer's offer.

As discussed above, both the Union's CPI figures for the first 10 months of this contract and the Federal Reserve's forecast for inflation through 2015 indicate a cost of living at 2% or below through the term of this contract. For the simplest comparison, without considering step movement or the effect of compounding, the Union's proposal would outpace inflation by 2.5% over the life of the contract; while the Employer's proposal would lag behind inflation by 3.5%. The Employer pegs the cost of step increases Unit wide at 4.77%. The Union does not necessarily agree with that exact figure, but concedes that it would be close to that, and introduces no evidence of a lower figure. Bearing in mind that at this point, if the Employer's offer was adopted the step advancement freeze would be in effect for only eight months and affect maybe half of the Unit (as explained below), the effect of the step raises would put both proposals above the projected cost of living. Add to that the compounding effect of raises, and both proposals are above the anticipated cost of living – the Union's obviously by more.

I find that the cost of living favors the Employer's offer.

A significant change in circumstances occurred during the pendency of the arbitration proceeding in that, as a result of a grievance filed by the Union contesting the Employer's unilateral implementation of its step movement freeze during the pendency of the arbitration proceedings, the Employer was Ordered to pay the longevity step advances as required by the 2007 – 2011 CBA. Attorney General and FOP, FMCS # 1210126-00286-A (8/3/12, Perkovich). (Wilner Grievance)

In view of that ruling, the Employer's proposal to freeze Step movement for the first two years of the contract, while still a factor, is not a significant factor in my analysis since approximately 16 of the 24 months of the proposed freeze have already passed, during which time the Step increases have been paid on the employees' anniversary dates as Ordered in the Wilner arbitration award. I find that the result of the Wilner Award dictates that the step movement freeze be implemented prospectively from November 2012.

The Union asserts that the step freeze is a breakthrough that requires a heightened level of proof that the system is broken. I disagree. This proposed step movement freeze is not like a wage freeze which will affect a future wage rate not yet determined – writing on a clean slate. This proposal seeks only to temporarily suspend for two years (now eight months) an established program which is an on going term of the current contract. It is not unlike adjustments the Parties have voluntarily made to the step system during past economic challenges, except that this one is temporary and does not change the actual system. Arbitrator Perkovich rightly held that this cannot be done unilaterally during the

pendency of the arbitration. The stated purpose for the freeze was only to help the Employer through a difficult period for fiscal 2012 and 2013. That purpose has been largely thwarted and the detriment to the employees averted by the payments already made to the affected employees as required by the Wilner ruling. I would not find it appropriate or consistent with this Award for the Employer to attempt at this time to reclaim those payments from the employees as such fear was expressed by the Union in its brief. I note that these payments would far outstrip any retroactive pay the employee would be receiving for the period.

It appears from Union exhibit 16 that seven Investigators may have qualifying anniversary dates in the remaining eight months of the proposed freeze period.

Depending on anniversary dates, their step advancement may be held up for only a few months, but in no event, more than eight, and will be restored on 7/1/13. Hence, the prospective savings to the Employer would appear to be minimal as would the detriment to the employees. Should problems arise in the implementation of the step plan, the matter may be referred back to this Arbitrator who, by stipulation of the Parties, retains jurisdiction for six months.

The Union argues that the Employer's wage offer is a breakthrough because of the change to annual increases from the status quo of bi-annual raises, citing Arbitrator Reynolds' decision in County of DeWitt S-MA-11-055 (Reynolds 2012). However, Reynolds did not apply a breakthrough analysis in that case, but merely opined that the

one contract change from annual to bi-annual raises established a precedent for the Union's bi-annual wage offer. Reynolds went on to say:

"If all other factors were equal, a single annual wage increase would be preferable to a bi-annual increase. However, the fact that the Union's proposal includes bi-annual wage increases in two of its years does not make it inappropriate..."

I find the converse would apply here. Where the Employer is proposing annual increases rather than bi-annual, it does not make the proposal inappropriate even though the bi-annual raise has been of long standing in this Unit. I note, too, that the annual increase is actually a benefit to the employees in that they get the benefit of their entire raise for the whole year, which could be viewed as a quid pro quo, albeit a modest one. The Union's argument that the Employer's wage offer should be rejected because it offers 1% in July rather than .5% in July and another .5% in January seems to be a matter of the tail wagging the dog.

Finally, the Union argues that the Employer's final offer should be rejected because no written offer was presented during 11 months of bargaining until the evening before the arbitration hearing. If the Union believed that there was insufficient time to bargain on the Employer's eleventh hour proposal, and thought it would have been productive to do so, it could have asked to postpone the hearing. In fact, two of the four impasse issues were negotiated and settled that morning. While the Employer's bargaining here might not have been a model for productive bargaining, it is not grounds to reject the Employer's final offer.

**THE EMPLOYER'S OFFER ON WAGES IS AWARDED**

## COMPENSATORY TIME PAYOUT

The Union proposes to amend Section 29.3 of the CBA by adding: "For any compensatory time in excess of two hundred forty (240) hours, at the choice of the Investigator, cash payment may be requested with thirty (30) days written notice."

The Employer proposes status quo.

Under the current comp time system, there is a cap of 120 hours an Investigator may accrue, but the cap may be temporarily increased by the Attorney General to 240 hours for a particular Investigator for operational reasons. For any hours above the 120 cap, the Employer may schedule the Investigator off. In the 4<sup>th</sup> quarter of the fiscal year the Employer may pay the Investigator for hours above the 120 hour cap. The contract currently provides no right for an employee to demand cash payment other than at separation from the service.

The Union points out that among the comparable police units, although accumulations, caps and payout procedures vary, every comparable unit has some right to payment of comp hours in cash or premiums in some instance. Because of the differences among the plans, it is difficult, at best, to assess the relative value of the comp time payout issue to the comparable units.

Focusing on the ability to receive pay outs, the current system in the Attorney General's Office is that which has been freely bargained, and there is no evidence of any repeated attempts before these negotiations to change the system. As Arbitrator Meyers found in Henry County, S-MA-10-048 & 10-049 (Meyers, 2012) when a Party seeks to achieve a significant change in an established program, it bears the burden of proving that a substantial and compelling justification exists to support its proposal to change the status quo. The fact that one item in a program is unique does not ipso facto establish a substantial and compelling need to make a change.

There is no evidence of significant problems with the comp time procedure as it exists. There was testimony from two Union witnesses that another Investigator, who did not testify, told them that the Administration had on one occasion refused to honor that Investigator's request for payment of some amount of comp time above 240 hours. Melissa Mahoney, who was the individual who actually was the other party to the conversation with the Investigator, testified that she told him she would have to look into it, but she was concerned about the cost and whether other Investigators would also request pay outs. She stated that the subject was never brought up again by that Investigator or anyone else.

The evidence shows that as of 5/21/2012 (the latest date for which evidence of accumulated hours was presented) five Investigators were above 480 hours accumulated comp time and three more were above 240 hours while four were below 120 hours. It is

not disputed that the comp time levels at the time of the Hearing were probably higher, in part, because of the NATO Summit in Chicago this summer.

It is pointed out by the Employer that as 5/31/2012 there was approximately \$84,000 in unpaid comp time above the 240 hour cap. That is the about the cost of one Investigator. There is no reason to believe that all Investigators who would now be able to do so would immediately demand full payment for all of their hours above 240, but the Union's proposal does pose a significant new payment liability for the Employer, over which it would have no control. This is particularly problematic in the stressed fiscal times the Employer is facing.

The Union makes a veiled threat of filing a complaint because of the accumulation of hours over 480. As the arbitrator in this matter, I have neither authority nor desire to wade into the morass of State and Federal wage and hour litigation. That is a matter between the Parties and in a different forum if it should come to that. What is presented here is a system that may have some potential legal problems, but for purposes of this arbitration, has been working for the Parties.

The Union proposal is a significant change to the system that has been in place under the current contract language, and is apparently working. I do not find that one isolated incident of an inquiry about how a request for payout would be handled that was never followed up on is sufficient evidence that the system is not working. Neither do I find that the Employer's explanation that such a request would be reviewed and decided based

on economic factors such as the size of the request(s) and availability of resources, etc to be unreasonable. I find that the Union's burden has not been met.

THE EMPLOYER'S STATUS QUO OFFER ON COMPENSATORY TIME IS  
AWARDED.

## SUMMARY OF AWARD

EMPLOYER'S WAGE OFFER IS AWARDED.

EMPLOYER'S COMPENSATORY TIME OFFER IS AWARDED.

THE T.A.s REACHED BY THE PARTIES PRIOR TO HEARING ATTACHED HERETO AS "ATTACHMENT A" ARE INCLUDED IN THIS AWARD.

THE ARBITRATOR RETAINS JURISDICTION OF THIS MATTER FOR SIX MONTHS AS STIPULATED BY THE PARTIES.

Entered this 31<sup>st</sup> Day of October, 2012

  
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JAMES A. MURPHY, ARBITRATOR