

IN THE MATTER OF ARBITRATION

BETWEEN
AWARD:
STATE LABOR
County of Clinton
CASE NO.

Clinton - Carlisle, Illinois

ARBITRATION

ILLINOIS
RELATIONS BOARD

S-MA-12-030
County of

AND

ILLINOIS FRATERNAL ORDER OF
POLICE - LABOR COUNCIL

Before Raymond E. McAlpin,
Neutral Arbitrator

APPEARANCES

For the Union: James Daniels, Attorney

For the Employer: Chris Walters, Attorney

PROCEEDINGS

The Parties were unable to reach a mutually satisfactory settlement of their

negotiations covering December 1, 2011 Through November 30, 2014 and, therefore, submitted the matter to arbitration pursuant to the Illinois Public Employee Labor Relations Act. The Parties did not request mediation services. The hearing was held in Carlisle, Illinois on March 26, 2013. At these hearings the Parties were afforded an opportunity to present oral and written evidence, to examine and cross-examine witnesses, and to make such arguments as were deemed pertinent. The Parties stipulated that the matter is properly before the Arbitrator. Briefs were received on July 3, 2013.

STATUTORY CRITERIA

(h) Where there is no agreement between the Parties, or where there is an agreement but the Parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and the wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

1. The lawful authority of the Employer.
2. Stipulations of the Parties.
3. The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

4. Comparison of the wages, hours and conditions of employment of the employees involved in the Arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - A. In public employment in comparable communities.
 - B. In private employment in comparable communities.
 5. The average consumer prices for goods and services, commonly known as the cost of living.
 6. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
 7. Changes in any of the foregoing circumstances during the pendency of the Arbitration proceedings.
 8. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, Arbitration or otherwise between the Parties, in the public service or in private employment.
- (I) In the case of peace officers, the arbitration decision shall be limited to wages, hours and conditions of employment and shall not include the following: (I) residency requirements; (ii) the type of equipment, other than uniforms, issued or used; (iii) manning; (iv) the total number of employees employed by the department; (v) mutual aid and assistance

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

STIPULATIONS OF THE PARTIES

The Parties entered into pre-hearing stipulations that provided in relevant part:

- 1) The Arbitrator in this matter shall be Ray McAlpin. The Parties stipulate that the procedural prerequisites for convening the arbitration hearing have been met, and the arbitrator has jurisdiction and authority to rule on those mandatory subjects of bargaining submitted to him as authorized by the Illinois Public Labor Relations Act, including but not limited to the express authority and jurisdiction to award increases in wages and all other forms of compensation retroactive to December 1, 2011. Each Party expressly waives and agrees not to assert any defenses, right or claim that the Arbitrator lacks jurisdiction and authority to make such a retroactive award; however, the Parties do not

intend by this Agreement to predetermine whether any award of increased wages or other forms of compensation in fact should be retroactive.

- 2) The arbitration hearing in this case will be convened on March 26, 2012 at 11:00 a.m. The requirement set forth in Section 14(d) of the Illinois Public Relations Act, requiring the commencement of the arbitration hearing within fifteen (15) days following the Arbitrator's appointment, has been waived by the Parties. The hearing will be held at the Clinton County Courthouse in Carlyle, IL.
- 3) The Parties have agreed to waive Section 14(b) of the Illinois Public Labor Relations Act requiring the appointment of panel delegates by the employer and exclusive representative.
- 4) The hearing will be transcribed by a court reporter or reporters whose attendance is to be secured by the Employer for the duration of the hearing by agreement of the Parties. The cost of the reporter and the Arbitrator's copy of the transcript shall be shared equally by the Parties.
- 5) The Parties agree that the following issues, which are mandatory subjects of bargaining and over which the arbitrator has authority and jurisdiction to rule, are in dispute:
 - a. Annual Wage Increases
 - b. Health Insurance
 - c. Holidays
 - d. Physical Fitness
 - e. Vacation
 - f. Discrimination
 - g. Drug Testing
 - h. Military Leave

- 6) The Parties agree that these Pre-Hearing Stipulations and all previously reached tentative agreements shall be introduced as joint exhibits. The Parties further agree that such tentative agreements shall be incorporated into the Arbitrator's award for inclusion in the Parties' successor labor agreement that will result from these proceedings.
- 7) Final offers shall be presented at arbitration. As to the economic issue(s) in dispute, the Arbitrator shall adopt either the final offer of the Union or the final offer of the City. As to the non-economic issue(s) in dispute, the Arbitrator shall have the authority to adopt either Party's final offer or to issue an alternate award consistent with Section 14 of the Public Labor Relations Act.
- 8) Each Party shall be free to present its evidence in either the narrative or witness format. Advocates presenting evidence in a narrative format shall be sworn as witnesses. The Labor Council shall proceed first with the presentation of its case-in-chief. The Employer shall then proceed with its case-in-chief. Each Party shall have the right to present rebuttal evidence.
- 9) Post-hearing briefs shall be submitted electronically to the Arbitrator, who will conduct the exchange. Deadline extensions as may be mutually agreed to by the Parties. There shall be no reply briefs, and once each Party's post-hearing brief has been received by the Arbitrator, he shall close the record in this matter.
- 10) The Arbitrator shall base his findings and decision upon the applicable factors set forth in Section 14(h) of the Illinois State Labor Relations Act. The Arbitrator shall retain the entire record in this matter for a period of six months or until sooner notified by both Parties that retention is no longer required.

- 11) Nothing contained herein shall be construed to prevent negotiations and settlement of the terms of the contract at any time, including prior, during, or subsequent to the arbitration hearing.
- 12) The Parties represent and warrant to each other that the undersigned representatives are authorized to execute on behalf of and bind the respective Parties they represent.

The issues of the Parties including their final offers:

V. THE ISSUES AND THE PARTIES' FINAL OFFERS

There are seven issues in dispute that require resolution by the Arbitrator in these proceedings: wages, health insurance, vacation, holidays, dues deductions, non-discrimination language, military leave language, physical fitness tests, and drug and alcohol policy. The Wages, health insurance, vacation and holiday issues are economic in nature, and therefore the Arbitrator is required by the Illinois Public Labor Relations Act to select the final offer of the Labor Council or the County to resolve that sole issue in dispute. The Parties final proposals on all issues are set forth below:

Union Proposal	CURRENT PROVISION	Employer Proposal
Retroactive general wage increases:	<u>Article 20 Wages</u>	Retroactive general wage increases:

<p>Effective 12/1/2011 – 2.5% Effective 12/1/2012 – 2.5% Effective 12/1/2013 – 3.0%</p>		<p>Effective 12/1/2011 – 0% Effective 12/1/2012 – 2.0% Effective 12/1/2013 – 2.5%</p>
<p>Increase premium contribution from \$25/mo to \$35/mo as of 12/1/13</p> <p>No changes to prescription drug co-pays.</p>	<p><u>Article 24 Health Insurance</u></p> <p>Premium contribution of \$25/mo</p>	<p>The employee's total monthly cost for single insurance premium is fifty dollars (\$50) per month.</p> <p>+ Changes to prescription drug co-pays.</p>
<p>Status Quo</p>	<p><u>Article 22 Holidays</u></p> <p>[A]ny additional business day on which the Courthouse and County office are closed for normal business by order of the Clinton County Board or the Sheriff shall be designated as a holiday for members of the bargaining unit.</p>	<p>[A]ny additional business day on which the Courthouse and County office are closed for normal business by order of the Clinton County Board or the Sheriff shall be designated as a holiday for members of the bargaining unit.</p>

Union Position	Issue	Employer Position
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<p>Status Quo</p>	<p><u>Article 23 Vacations</u></p> <p>One – Five Years: 10 days After Six Years: 11 days After Seven Years: 12 days</p>	<p>For all officers hired on or after December 1, 2012, the vacation schedule shall be as</p>
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	<p>days</p> <p>After eight years: 13 days</p> <p>After nine years: 14 days</p> <p>After ten years: 15</p> <p>After eleven years: 16 days</p> <p>After twelve years: 17 days</p> <p>After thirteen years: 18 days</p> <p>After fourteen years: 19 days</p> <p>After fifteen years: 20 days</p> <p>After sixteen years: 21 days</p> <p>After twenty years: 25</p>	<p>follows:</p> <p>After one year: 5 days</p> <p>After five years: 7 days</p> <p>After ten years: 10 days</p> <p>After twenty years: 20 days</p> <p>Also: Change “days” to “working days”</p>
<p>The Employer and Labor Council shall not discriminate against officers... Officers shall not be transferred, assigned or re-assigned or have any of their duties changed for reasons prohibited by this section. Alleged claims of discrimination shall not be processed through the grievance procedure of this Agreement, but rather shall be processed through the appropriate federal, state and/or local agencies.</p>	<p style="text-align: center;"><u>Article 3</u> <u>Non-Discrimination</u></p> <p>The Employer shall not discriminate against officers...Officers shall not be transferred, assigned or re-assigned or have any of their duties changed for reasons prohibited by this section.</p>	<p style="text-align: center;">Status Quo</p>

<p>Accept Employer's New Drug and Alcohol Policy, but change the following:</p> <p>[With regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive. The foregoing standard shall not preclude the Sheriff from attempting to show that test results between .04 and .08 demonstrate that the employee was under the influence, but the Sheriff shall bear the burden of proof in such cases.]</p>	<p><u>Art. 27 Drug and Alcohol Policy (New)</u></p> <p>...The determination of the Employer to test shall be based on reasonable suspicion documented in writing...</p>	<p>Add New Drug & Alcohol Policy (Attached)</p> <p>...As to alcohol testing, test results showing an alcohol concentration of .04 or more (based on grams of alcohol per 100 milliliters of blood) shall be considered positive; the Employer agrees that concentrations less than .03 indicate the employee is not under the influence of alcohol.</p>
<p>Status Quo</p>	<p><u>Art. 28 Physical Fitness (New)</u></p> <p>No Current Policy</p>	<p>...The Sheriff adopts the Illinois Police Training and Standards Board Physical Fitness Program as it exists on December 1, 2011, and the same is hereby incorporated herein by reference...</p> <p>For those employees hired after December 1, 2011, yearly participation in the program shall be mandatory. For those employees hired before</p>

		<p>December 1, 2012, participation in the program shall be voluntary and subparagraphs (2) and (3) below shall not apply. For those employees who participate in the program the following provisions apply:</p> <p>An employee who successfully completes the test each year shall receive an “achievement bonus” of two hundred fifty dollars (\$250)...</p> <p>2. An employee who fails to successfully complete the program shall be subject to discharge at the Employer’s sole discretion...</p> <p>3. The failure or refusal to participate in the program will subject an employee to discharge. If an employee is off work due to a work related injury or disability, the employee shall be excused from participating in the program until such time as he or she has been cleared to return to work.</p>
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<p>any full time employee who is a member of a reserve force of the active military reserve will be permitted to attend</p>	<p><u>Art. 19 Military Leave</u></p> <p>any full time employee who is a member of a reserve force of the active military reserve will be permitted to attend annual summer training sessions</p>	<p>status Quo</p>
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<p>annual summer training sessions without loss of pay or benefits for a period not to exceed two (2) weeks per year, regardless of the number of working days involved. Written notifications from the employee's reserve unit will be required. The employee will be paid the difference between his/her military pay and his regular pay with the Department. Full time employees who enter military service will be entitled to re-employment under title 38, Section 43, Part III, of the United State Code. Employees are entitled to the right of continued employment or reinstatement after performing military service as provided under federal and state law.</p>	<p>without loss of pay or benefits for a period not to exceed two (2) weeks per year, regardless of the number of working days involved. Written notifications from the employee's reserve unit will be required. The employee will be paid the difference between his/her military pay and his regular pay with the Department. Full time employees who enter military service will be entitled to re-employment under title 38, Section 43, Part III, of the United State Code.</p>	
<p>atus Quo</p>	<p><u>Art. 4 Dues Deductions</u> indemnity language</p>	<p>the Labor Council shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or form of liability arising from any action taken by the Employer in complying with this Article.</p>

COMPARABLES

Arbitrators generally consider the external comparables to be the most important factors. In this matter the external comparables have been set by a previous interest arbitration award by Arbitrator LeRoy. In that matter the following comparables were determined: Christian, Effingham, Fayette, Franklin, Jefferson, Jersey, Macoupin, Marion, Monroe, Montgomery, Cary and Randolph Counties. Neither Party is currently attempting to amend the comparable list.

UNION POSITION

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

This case involves an interest arbitration for the sworn deputies and correctional officers of Clinton County.

WAGES

The Union argued that there has been a loss of buying power from the expiration of the 2011 Collective Bargaining Agreement amounting to approximately 2%. Wages should

increase as fast as the cost of living in order for employees to maintain their economic status quo. The Union has proposed an 8% increase over the three years of the new contract. This is not only appropriate for the cost of living but also for the wage increases from the established comparables which show an average of 7.75% over the three years. The Employer's proposal is 4.5% over the three years of the proposed contract as compared to the Union's proposal of 8%. The Union has also agreed to increase the health insurance contribution. The Union's proposal would continue to above average pay for bargaining unit members. The Employer's proposal would put the bargaining unit members below average. The effect on the correctional officers would be the same.

The Arbitrator may have to consider whether or not the Employer has the ability to pay. The County did not even bother raising this defense based on the external comparables.

The County relies entirely on its non-law enforcement and non-union internal comparables on which the County bases its offer of 0%, 2% and 2.5% over the term of the contract. This is the sole basis for the County's proposal. It is the Union's position that internal comparables should not be determinative considering the nature of the units at issue. Groups of secretaries, janitors, cooks and nurses are not truly comparable to the County's law enforcement employees. Where arbitrators have found internals determinative, they have been almost always negotiations with fire departments. Even then, this is not generally used unless there is an historical parity between the various public safety departments. This has not been demonstrated or even alleged in this case. The internal

units submitted by the Employer are not comparative. In addition there is no history of parity between these employees groups. In addition a comparison between unionized law enforcement officers and internal non-union employees would be meaningless especially since the Employer never attempted to draw any parallels between the two groups. These non-union employees have no right to bargain the terms and conditions of their employment. The Union provided relevant interest arbitration awards which utilized the same arguments used by the Employer in this matter. In those cases the arguments were rejected.

With respect to health insurance proposals, the Employer has proposed a number of monetary issues. It is the Union's position that these have not been justified.

The Employer has also put forward holiday proposals which involve a takeaway without quid pro quo. There is an offset of elected officials versus the public safety department. This is a long-term benefit to the bargaining unit.

The Employer has proposed a two-tier vacation system. The Union has taken the position that the status quo should apply. It is true that Clinton County has a somewhat better system than many of the comparables.

The Employer has proposed a two-tier fitness system again without a quid pro quo. There is also no proven need or evidence. The Employer has just put forward its opinion.

The Union has proposed a change in the non-discrimination language eliminating any processing through the grievance procedure. Claims would be filed through federal, state and/or local agencies. This is to allow damages to proceed.

The Employer has proposed indemnity language for the dues deduction. The Employer would be held harmless against claims arising from dues deduction.

EMPLOYER POSITION

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

The Parties have agreed upon the pre-hearing stipulations and without argument the statutory factors that the Arbitrator must consider. Each side has put forward final offers.

There is agreement on the various offers in dispute.

The Parties agreed that the external comparables are the same as put forward by Arbitrator LeRoy in a previous interest arbitration. The Employer also provided evidence of internal comparables both involving unionized employees of the County and non-union County employees.

With respect to the wage issue, the County pays its law enforcement personnel very well based on an external comparability analysis. FOP members rank in the top three out of twelve comparables. This would be true even if a wage freeze were in effect for all these years. The Union's wage demand would only increase the disparity of the relative ranking of this bargaining unit to the external comparables.

There was no showing that the officers have an increased work load or that their duties are different or greater than the deputies from comparable counties. The Sheriff's budget is already being consumed by salaries at a swift rate. This will ultimately lead to a financial crisis.

In addition to the above, the CPI during the terms of this contract supports the County's wage offer. The Employer's proposal is higher than the forecasted CPI even though the County is not raising an inability to pay defense. Even so, the Arbitrator must consider the public interest and welfare criterion.

With respect to holidays and vacation leave, the employees in this bargaining unit in effect receive double pay for any day that the courthouse is closed for any reason.

Regarding vacation leave, the Employer has proposed the same vacation schedule as the other bargaining units. The Employer has proposed to grandfather all existing employees of the Sheriff's Department and apply this to only new employees.

Arbitrators have found that internal comparabilities are most important when it comes to insurance benefits. County employees are in six bargaining units. The County seeks to maintain the internal consistency. The Union has not agreed to increase the premium contributions by any amount during these negotiations. The FOP has consistently argued to freeze the caps and maintain the status quo. Interest arbitrators have overwhelmingly adopted the concept of internal comparability with respect to health insurance contributions.

The Union has asked that non-discrimination claims be processed through outside agencies rather than the grievance procedure. The County noted that this would subject it to additional litigation costs. The Union is attempting another breakthrough as it has done in the past without any justification or consideration. There is no specific example which demonstrates a reason for change nor is there any quid pro quo. The Union has proposed this very language in other arbitrations which has been denied.

With respect to the physical fitness proposal, the Employer has demonstrated that physical fitness testing is warranted, therefore, the Employer has proposed a physical fitness test which financially rewards those individuals who maintain themselves in good physical condition and disciplines officers who cannot maintain a level of fitness. This is clearly

predictive of job performance and to minimize health risks in terms of cardiovascular disease. This has been proposed on a two-tier basis and would affect only new employees.

The Employer has also made a proposal with respect to drug testing. The comparables give great guidance with respect to this issue. Five of the comparable counties are either at or below the level proposed by the Employer, therefore, the Employer's position is supported.

With respect to military leave, the Employer states that this is an economic proposal. The Union has requested this change without any compelling reason for this change. There is no strong reason or proven need. It is the Union that bears the heavy burden for a showing of a quid pro quo. There is no testimony or argument to justify or establish a compelling reason for this change. There was no showing that the current system is broken.

With respect to dues deductions, the Employer is asking for what every other county in the state already has. The Arbitrator must be held harmless for any action taken on behalf of the Union. The overwhelming majority of external comparables has similar language.

DISCUSSION AND OPINION

The role of an Arbitrator in interest arbitration is substantially different from that in a grievance arbitration. Interest arbitration is a substitute for a test of economic power between the Parties. The Illinois legislature determined that it would be in the best interest of the citizens of the State of Illinois to substitute interest arbitration for a potential strike involving public employees. In an interest arbitration, the Arbitrator must determine not what the Parties would have agreed to, but what they should have agreed to, and, therefore, it falls to the Arbitrator to determine what is fair and equitable in this circumstance. The statute provides that the Arbitrator must choose the last best offer of one side over the other. The Arbitrator must find for each final offer which side has the most equitable position. We use the term “most equitable” because in some, if not all, of last best offer interest arbitrations, equity does not lie exclusively with one side or the other.

The Arbitrator is precluded from fashioning a remedy of his choosing. He must by statute choose that which he finds most equitable under all of the circumstances of the case.

The Arbitrator must base his decision on the combination of 8 factors contained within the Illinois revised statute (and reproduced above). It is these factors that will drive the Arbitrator’s decision in this matter.

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

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

rather rigid nature of the market basket upon which cost of living changes are measured. Therefore, this Arbitrator has joined other arbitrators in finding that cost of living considerations are best measured by the external comparables and wage increases and wage rates among those external comparables. In this matter the Union has proposed an amount comparable to the cost of living and the Employer has proposed a less than cost of living increase.

WAGES

The County relies to a great extent on its internal pattern. This Arbitrator has found in a number of arbitrations that internal comparables are not directly comparable to public safety units with the possible exception of firefighters and, perhaps, police supervisors. These units are involved in public safety and are often put at great personal risk in carrying out their assigned duties. The Arbitrator has found that clerical units, court units, Department of Public Works units, etc. are not directly comparable to police or other public safety units. The Arbitrator does not believe that DPW and clerical units have enough in common with police units to in any way be directly comparable.

With respect to the external comparables, these have been established by Arbitrator LeRoy in a previous Clinton County FOP interest arbitration and based on those comparables, the Arbitrator finds that the Union's position more closely meets the external comparables. The Arbitrator would note that the proposals by the Union are perhaps slightly higher than they should be, but nowhere near the proposals made by the County particularly when considering the CPI.

HEALTH INSURANCE CONTRIBUTIONS

This Arbitrator has also found that health insurance benefits and contributions are an exception to the consideration of internal comparables as noted in the wage provisions. Arbitrators have found that within a reasonable range all employees should be within the same benefit and contribution levels, therefore, the Arbitrator finds that the Employer's proposal should be accepted.

HOLIDAYS

The Employer has proposed a takeaway in this area without any quid pro quo or proof of need. This is a long-term benefit and a single problem. The Arbitrator finds nothing in the record that would allow him to utilize the Employer's position.

The County is proposing a two-tier system where new employees will receive a lesser vacation benefit than those who are currently employed. The Clinton vacation schedule is somewhat better than many of the external comparables, but this has been the case for a number of years.

This Arbitrator has had significant experience with two-tier systems and what seems to happen is that they work initially and do produce some savings for the Employer, however, as time goes by, internal problems are created as more and more employees are on the lesser schedule. The Arbitrator finds no reason to deviate from the status quo with respect to vacations, and the current language will continue.

NON-DISCRIMINATION

The Employer proposes maintenance of the status quo. The Union has proposed eliminating any discrimination claims from the grievance procedure. As noted, the Union bears the burden here, and the Arbitrator finds it has not met the level of proof. Many other arbitrators have denied such proposals and this Arbitrator will do likewise.

DRUG AND ALCOHOL POLICY

The Union proposes a .08 and above for under the influence, and the Employer proposes .04. The external comparables somewhat favor the Employer. The members of this bargaining unit are armed and find themselves in difficult and potentially harmful situations. This is sufficient to show that a deviation from the status quo is appropriate, and the Arbitrator finds that the .04 level is reasonable and appropriate.

PHYSICAL FITNESS

The Employer has again proposed a two-tier system without any quid pro quo, a proven need or evidence that this is needed. This is just an opinion and comes along with problems noted above with two-tier systems. Certainly, the Employer has the right to expect that its officers will maintain a certain level of fitness, but there is no showing that this proposal will solve the noted problems.

MILITARY LEAVE

The Union has requested the elimination of Article XIX and the Employer has proposed the status quo. The Union has not provided sufficient evidence to deviate from the status quo in this matter. This is language that is typically found in Collective Bargaining Agreements including police and correctional units. The Arbitrator does not find sufficient justification for any changes in this clause.

DUES DEDUCTIONS

The Employer is proposing a deviation from the status quo. There is no language in the previous contracts to indemnify dues deductions, however, this is a common practice, and the Employer is providing a service to the Union. The Employer's arguments show the lack of a need for this deviation from the status quo and has not been justified, therefore, the Arbitrator will maintain the status quo.

AWARD

Under the authority vested in the Arbitration Panel by Section XIV of the Illinois Public Employees Labor Relations Act the Arbitrator finds that the decisions by the Arbitrator noted above most nearly comply with Sub-Section XIV(h) is the appropriate offer.

Dated at Chicago, Illinois this 19th Day of July, 2013

Raymond E. McAlpin,

Arbitrator
