

**BEFORE
EDWIN H. BENN
ARBITRATOR**

In the Matter of the Arbitration

between

THE VILLAGE OF OAK LAWN

and

**OAK LAWN PROFESSIONAL
FIREFIGHTERS ASSOCIATION,
LOCAL 3405, IAFF**

CASE NOS.: S-MA-13-033
Arb. Ref. 12.263
(Interest Arbitration –
Firefighter and Officer
Agreements)

SUPPLEMENTAL OPINION AND AWARD

APPEARANCES:

For the Village: Paul A. O'Grady, Esq.
Melissa D. Sobota, Esq.

For the Union: Lisa B. Moss, Esq.

Dated: January 26, 2015

CONTENTS

I. BACKGROUND	3
II. THE PARTIES' LANGUAGE PROPOSALS	5
A. The Officer Agreement.....	5
B. The Firefighter Agreement.....	9
III. DISCUSSION	9
IV. THE PARTIES' OTHER ARGUMENTS	17
V. SUPPLEMENTAL AWARD.....	19

I. BACKGROUND

By Opinion and Award dated July 7, 2014 (“*Award*”), issues in dispute between the parties for their January 1, 2012 to December 31, 2014 Firefighter and Officer Agreements were resolved by me through an interest arbitration proceeding pursuant to Section 14 of the Illinois Public Labor Relations Act (“IPLRA”).

One of the disputed issues between the parties was the Wellness Fitness Initiative (“WFI”). The Union sought language implementing WFI. The Village initially made a WFI proposal in its Initial Final Offer, but after I allowed the Village to amend that offer (over the Union’s objection), the Village’s Amended Final Offer contained no language addressing WFI as the Village withdrew its initial final offer on WFI.¹

The WFI issue was resolved in the *Award* by my finding that “... the parties implemented *the concept* of WFI making it the *status quo* as of December 31, 2011 when the prior ... Agreement[s] and ... [their] roll-over provisions expired”; the Village had not demonstrated that the *status quo* was broken and therefore in need of change; and that “[t]he Union’s offer to codify WFI is therefore adopted.”²

However, although the “concept of WFI” was the *status quo* and was adopted, “[l]anguage addressing WFI was not part of the prior ... Agreement[s] ...”³ Because the *Award* required WFI to be codified into the Agreements,

¹ *Award* at 67.

² *Id.* at 66-73 [emphasis in original].

³ *Id.* at 68.

“[w]ith WFI in place, the next question is how to implement the mechanics?”⁴
The *Award* answered that question by remanding the issue to the parties for drafting of language, with my retention of jurisdiction for disputes over that language.⁵

At this point, I have imposed WFI as requested by the Union. Although the task of putting together language to accomplish that result may well have substantive implications on benefits, I view the task primarily as one of drafting language to implement WFI. WFI is now going to be in the ... Agreement[s] as requested by the Union. The question now is the language which must be constructed to implement WFI. As I have done in other interest arbitration awards and as I am doing here ..., this drafting of implementation language must be undertaken by the parties in the first instance to attempt to come up with language – language which, like other drafting tasks, may have substantive implications on benefit levels. But the point here is to allow the parties in the first instance to come up with language that has the primary goal ... to serve as an incentive for WFI. ... [B]ecause I am retaining jurisdiction over language drafting issues, if the parties cannot agree upon implementing language for WFI, I will impose that language based on one of the parties' positions.

In the *Award*, I further found:⁶

This matter is now remanded to the parties for drafting of language consistent with the terms of this award and tentative agreements reached by the parties on other issues. I will retain jurisdiction to resolve disputes which may arise concerning that language.

Because of the “substantive implications on benefit levels” that the ultimate WFI language was going to have, I determined in the *Award* that if the

⁴ *Id.* at 71.

⁵ *Id.* at 72-73.

⁶ *Id.* at 106-107.

parties could not agree upon the language for WFI and its implementation, then I would treat any dispute between them on the language as a typical economic dispute in an interest arbitration under the IPLRA – *i.e.*, one of the parties' final offers would be adopted on the economic issue. Again, as I found in the *Award* "... if the parties cannot agree upon implementing language for WFI, I will impose that language *based on one of the parties' positions.*"⁷

Following issuance of the *Award*, the parties exchanged proposals on language for implementation of WFI, but could not agree. On January 7, 2015, I was advised of the existence of the dispute between the parties concerning the language for WFI and, by agreement of the parties, that dispute was returned to me for resolution. Argument was then held on January 14, 2015.

II. THE PARTIES' LANGUAGE PROPOSALS

The material portions of the parties' language proposals are as follows [Union language in plain text; Village proposal with stricken language, italics or underscored]:⁸

A. The Officer Agreement

Section 5.7. ~~Paid Time Off.~~ ~~The number of days which can be earned shall be unlimited. Shift and day employees shall accumulate paid time off (PTO) (formerly sick time and compassionate leave) at a rate of seven (7) shifts and/or days per year, whichever is applicable, starting on January 1st of each year.~~

⁷ *Id.* at 73 [emphasis added].

Section 14(g) of the IPLRA provides that "... [a]s to each economic issue, the arbitration panel shall adopt the last offer of settlement"

⁸ According to the parties' submissions on the language, and because there are two contracts involved in this case, the paragraph numbering for the provisions differ depending on the Agreement and as explained, the incentive proposed by the Village under the two Agreements differs.

~~PTO is a benefit earned by employees in case they or their family members (defined as wife, children, grandchildren, including step children/grandchildren, parents, including in laws who reside with the employee, and any person for whom the employee is considered the primary caregiver or guardian) become sick or disabled and to meet medical and dental appointments and other preventative measures. PTO is not a privilege. Any employee claiming PTO under false pretenses is cause for discipline, pursuant to the terms of this Agreement, up to and including termination.~~

~~Employees (or their family members) who are ill or injured and unable to report to work must promptly notify their supervisor prior to the beginning of their regular work day.~~

~~PTO shall be used in no less than one (1) hour increments. On the fourth (4th) day of absence (and every day thereafter) in a calendar year, a doctor's certificate, paid for by the employee, regarding illness and fitness to return to work shall be required within 72 hours of returning to active duty. PTO is prohibited for the purposes of outside employment. Abuse of PTO may result in discipline, pursuant to the terms of this Agreement, up to and including termination.~~

~~Once an employee exhausts his/her PTO bank, the employee must return to work. If the employee does not return to work upon exhaustion of the employee's PTO bank, accumulated vacation leave, FMLA, and up to ten (10) duty trades, he or she will be considered to have abandoned the position and appropriate disciplinary action will be pursued up to and including termination of employment, unless the employee chooses to apply for either a disability pension or light duty assignment as provided for in Section 5.15 of this Agreement.~~

~~An employee's accumulated sick leave balance, as of December 31, 2014, shall be transferred to the employee's new PTO bank.~~

Leave as Status Quo

The number of days which can be earned shall be unlimited. Shift employees shall accumulate sick leave at a rate of twenty-four (24) hours per month of employment. Day personnel shall accumulate sick leave at a rate of eight (8) hours per month of employment. Shift employees using twenty-four (24) hours of sick leave or less in a calendar year and partici-

participating in the IAFF/IAFC Wellness & Fitness Initiative (“WFI”) as outlined in Section 5.15(b) shall receive a stipend of \$250.00. Day employees using three (3) days of sick leave or less in a calendar year shall receive a stipend of \$250.00.

Employees who are laid off by the Village and whose employment is reinstated within eighteen (18) months of termination of employment shall have their sick leave accumulation restored at the level which existed at termination.

~~Section 5.8. Paid Time Off Incentive Payout.~~ Employees using the following number of PTO hours in a calendar year (Jan. 1st – Dec. 31st) shall receive the following incentive paid out by the first pay period of February of the following year, provided the following prerequisites are met: a minimum PTO balance of 720 hours and a participation rate of 75% in the wellness/fitness program as provided for in Section 5.16 of this Agreement. ~~Paid Time Off Incentive shall also be paid upon retirement.~~

PTO Leave Used	Days eligible for Sellback
0	7 days (168 hours)
1	6 days (144 hours)
2	5 days (120 hours)
3	4 days (96 hours)
4 or more	0 days (0 hours)

~~An employee shall have the following options for payment of the Paid Time Off incentive:~~

- ~~1. Compensation in the form of a separate check;~~
- ~~2. The funds transferred to the employee’s deferred compensation plan; or~~
- ~~3. The funds placed in a PEHP, VEBA and/or HSA account if the parties mutually agree to establish any such accounts in the future.~~

~~Any remaining PTO hours not sold back to the Village shall be placed in the employee’s PTO bank.~~

~~* * *~~

Section 5.15. Annual Medical Exams/Wellness Fitness Initiative.

a. The Village shall continue to cover the cost of the Oak Lawn Fire Department yearly medical exam. The ex-

am shall consist of the same criteria as the IAFF/IAFC Wellness Fitness Initiative (WFI). Such exams shall include, but not be limited to, auditory, blood work, cardiac testing, spirometry, physical, TB testing, Hepatitis B testing and inoculations. The initial implementation cost increase, if any, between the Oak Lawn Fire Department yearly medical exam and the medical exam conducted pursuant to the WFI, shall be split equally between the parties.

b. The WFI shall be implemented to encourage and promote healthier employees and to reduce sick leave use and the frequency and severity of injuries within the ranks of the Oak Lawn Fire Department. Participation in this program shall be mandatory. Employees must maintain a minimum compliance of 75%. The parties acknowledge that the call volume may prohibit an employee from participating in the program on any given duty day. Station officers shall document their crew's participation in the firehouse software. ~~The incentive for the employee, besides the obvious increase in an employee's overall health and fitness, shall be the ability to sell back a portion of unused accumulated paid time off as follows:~~

~~In order to participate in this program, the employee must maintain a minimum compliance of 75%. The parties acknowledge that call volume or other factors may prohibit an employee from participating in the program on any given duty day. Station Officers shall document their crew's participation in the firehouse software. Employees must also have a minimum PTO balance equivalent to 720 hours. An employee who meets the foregoing two requirements is eligible to sell back to the Village up to seven (7) paid days off a year (currently sick and compassionate leave) as provided for in Section 5.8 of this Agreement.~~

Section 5.15. Compassionate Leave. *Disability or serious illness, attested to by a medical physician in writing, in the immediate family of an employee shall entitle such employee to two (2) compassionate leave days annually. The compassionate leave days shall be charged to accumulated sick leave. The physician's letter must be received by the Fire Chief or designee by the employee's next workday.*

B. The Firefighter Agreement

The parties' proposals for language in the Firefighter Agreement are essentially the same as in the Officer Agreement, with the exception of the WFI incentive in the Village's proposal (Section 5.7):

* * *

Employees using the following number of sick leave hours and participating in the IAFF/IAFC Wellness & Fitness Initiative ("WFI") as outlined in Section 5.16(b) shall receive a stipend as follows:

*0 Hours and 80% participation rate in the WFI:
\$1,000.00*

*24 Hours and 75% participation rate in the WFI:
\$500.00*

III. DISCUSSION

The *Award* adopted "... the concept of WFI" because that was the *status quo* which was not shown by the Village to be broken and in need of change.⁹ The *Award* further directed the parties to draft "... language that has the primary goal ... to serve as an incentive for WFI."¹⁰

The Village's proposed language must be rejected and the Union's proposed language adopted.

First, the Village's proposal does not "... serve as an incentive for WFI" as required by the *Award*.

In the predecessor Agreements, employees received the monetary stipend benefits offered by the Village in its proposed language, *without* conditions other than use of sick leave below specified levels.

⁹ *Award* at 70-71.

¹⁰ *Id.* at 72.

Section 5.7 of the 2007-2011 Firefighter Agreement provided:¹¹

Section 5.7. Sick Leave.

* * *

Employees using the following number of sick leave hours in a calendar year shall receive a stipend as follows:

0 hours = \$1,000

24 hours = \$500

Although providing for a lesser stipend, Section 5.7 of the 2007-2011 Officer Agreement similarly provided for payment of a stipend to employees using less than specified sick leave levels without further conditions:¹²

Section 5.7. Sick Leave.

... Shift Employees using twenty-four (24) hours of sick leave or less in a calendar year shall receive a stipend of \$250.00. Day employees using three (3) days of sick leave or less in a calendar year shall receive a stipend of \$250.00.

The Village's proposed language for WFI now uses WFI to effectively place a new condition on receipt of those previously existing stipends [added conditions emphasized]:

[Firefighter Agreement]

Employees using the following number of sick leave hours *and participating in the IAFF/IAFC Wellness & Fitness Initiative ("WFI") as outlined in Section 5.16(b)* shall receive a stipend as follows:

0 Hours *and 80% participation rate in the WFI:*
\$1,000.00

24 Hours *and 75% participation rate in the WFI:*
\$500.00

¹¹ Village Exh. 5.

¹² Union Exh. 7, Tab 1.

[Officer Agreement]

Shift employees using twenty-four (24) hours of sick leave or less in a calendar year *and participating in the IAFF/IAFC Wellness & Fitness Initiative (“WFI”) as outlined in Section 5.15(b)* shall receive a stipend of \$250.00. Day employees using three (3) days of sick leave or less in a calendar year shall receive a stipend of \$250.00.

And the Village’s proposed language in Section 5.16(b) of the Firefighter Agreement and Section 5.15(b) of the Officer Agreement details the added condition that has to be met by the employees that they previously did not have to meet in order to receive the stipends:

... Employees must maintain a minimum compliance of 75%. The parties acknowledge that the call volume may prohibit an employee from participating in the program on any given duty day. Station officers shall document their crew’s participation in the firehouse software.

By now requiring participation in WFI at the specified levels in order to receive the previously existing stipends which the Village seeks to maintain actually *diminishes* the sick leave benefit which existed in predecessor Agreements as the Village seeks to carry over those stipends to the Agreements in this case. The Village’s proposed language does not “... serve as an incentive for WFI” as required by the *Award* but does the opposite and is, for all purposes, an encumbrance up the employees’ ability to receive the stipends the Village seeks to maintain. In the predecessor Agreements, in order to receive the stipends the employees only had to keep sick leave usage below specified levels. Under the Village’s proposed language, in order to receive those same stipends not only do the employees have to keep sick leave usage below the specified levels but they now have to also maintain minimum compliance with WFI. That proposal does not “... serve as an incentive for WFI” as required by the

Award, but makes it *harder* for the employees to receive a benefit the employees already had.

Second, the financial impact of the stipends the Village seeks to maintain are minimal and do not “... serve as an incentive for WFI” as required by the *Award*.

As the Village points out, the Union’s proposed language “monetizes” leave provisions of the Agreements. To the extent that employees successfully meet the requirements of WFI, that is an accurate description because, under the Union’s proposed language, employees (if they choose to do so) can sell back paid time off at different levels (four to seven days) depending upon how much PTO they do not use. However, the Village’s proposal has the same overall effect by making previously existing stipend payments (\$250, \$500, or \$1,000) to employees who do not use established hourly cutoffs of sick leave.

Under the Village’s proposed language, employees successfully completing the program under the Officer Agreement will receive \$250 and under the Firefighter Agreement will receive either \$500 or \$1000. Under the Union’s proposal those qualifying employees will be able to sell back between four and seven days of PTO.

Looking at the salary schedules provided to me (which is the result of my adopting the Village’s wage offer in the *Award*) and because most of the employees fall into the upper tiers on the salary schedule in terms of years of service, the Village’s proposed language for the WFI incentives shows the following:¹³

¹³ Village Exh. 38 (Personnel Statistics as of June 30, 2013). According to the submitted salary schedule for the Officer Agreement, Bureau Chief has three steps with corresponding higher wage rates. Bureau Chief Step 1 has been used for this analysis. Also, as of this writing, I am
[footnote continued]

IMPACT OF VILLAGE PROPOSED LANGUAGE

Rank (15 years)	Annual Salary (1/1/14)	WFI Incentive Percent Of Pay (If \$1,000)	WFI Incentive Percent Of Pay (If \$500)	WFI Incentive Percent Of Pay (If \$250)
Firefighter	84,108	1.19%	0.59%	
FF Paramedic	92,592	1.08%	0.54%	
Engineer	92,592	1.08%	0.54%	
Lieutenant	98,976	1.01%	0.50%	
Fire Captain	104,784			0.24%
Bureau Chief	108,744			0.23%
Battalion Chief	109,956			0.23%
Assist. Chief	112,704			0.22%

Rank (20 years)	Annual Salary (1/1/14)	WFI Incentive Percent Of Pay (If \$1,000)	WFI Incentive Percent Of Pay (If \$500)	WFI Incentive Percent Of Pay (If \$250)
Firefighter	84,948	1.18%	0.59%	
FF Paramedic	93,516	1.07%	0.53%	
Engineer	93,516	1.07%	0.53%	
Lieutenant	99,972	1.00%	0.50%	
Fire Captain	105,828			0.24%
Bureau Chief	109,788			0.23%
Battalion Chief	110,976			0.22%
Assist. Chief	113,748			0.22%

[continuation of footnote]

advised that the parties have not finalized the salary schedules. There may be differences that have yet to be ironed out, but these are the current numbers submitted by the Village on January 23, 2015.

The percentage is calculated by dividing the incentive benefit offered (i.e., \$1,000, \$500 or \$250) by the annual salary.

Village of Oak Lawn and Oak Lawn Firefighters Local 3405, IAFF
Interest Arbitration – Firefighter and Officer Agreements (Supplemental)
Page 14

Rank (25 years)	Annual Salary (1/1/14)	WFI Incentive Percent Of Pay (If \$1,000)	WFI Incentive Percent Of Pay (If \$500)	WFI Incentive Percent Of Pay (If \$250)
Firefighter	85,788	1.16%	0.58%	
FF Paramedic	94,452	1.06%	0.53%	
Engineer	94,452	1.06%	0.53%	
Lieutenant	100,968	1.00%	0.49%	
Fire Captain	106,872			0.24%
Bureau Chief	110,832			0.22%
Battalion Chief	111,996			0.22%
Assist. Chief	114,792			0.22%

Putting aside the new conditions that the Village’s proposed language place on the receipt of stipends as discussed *supra*, for the employees with the years of service set forth in the above tables, the Village’s proposed language which maintains the stipend levels at the same levels as existed in the predecessor Agreements shows those stipends to be a very small percentage of the employees’ annual salary – particularly in the Officer Agreement (0.22% to 0.24%). Further, under the Village’s proposed language, if unchanged because they become the *status quo* for future agreements, those stipend percentages will naturally decrease as the years pass because the stipends remain the same, but the salaries increase. The bottom line here is that stipends under the Village’s proposed language (which will be between 0.22% and 1.19% at the end of the Agreements on December 31, 2014) have not worked as an incentive to curb sick leave usage or meet the other goals of WFI. Otherwise, as explained in the *Award*, the parties would not have agreed to implement the concept of WFI as the established *status quo*.¹⁴ There is no reason to believe that

¹⁴ *Award* at 69. See also, the Village’s Initial Final Offer where WFI was proposed by the Village. *Id.* at 70.

these small percentage stipends which will naturally decrease under the Village's proposed language will do anything to "... serve as an incentive for WFI" as required by the *Award*.

Third, the Union's takes a completely different approach and I find that approach will better "... serve as an incentive for WFI". Under the Union's approach and with the requirements for participation in WFI, if the employees keep their usage of paid time off below specified levels, if they choose, the employees can be paid for specified levels of paid time off through cash outs. That, in my opinion, is a better "incentive" for employees to not use paid time off and successfully participate in WFI than the approach proposed by the Village, which has not worked.

Fourth, by adopting the Union's approach, employees will have the opportunity to cash out portions paid time off which are not used. However, by keeping the use of paid time off down through imposition of a better incentive for WFI as proposed by the Union, the Village will less likely be put in a position of having to hire back employees at overtime rates to fill positions open due to absences, which may well prove more costly in the long run than the cashing out of certain days per year for employees who maintain low levels of paid time off usage.

Fifth, in their language proposals, both parties look to the "IAFF/IAFC Wellness Fitness Initiative" [WFI].¹⁵ According to the evidence provided in the

¹⁵ In their submitted language proposals, there is no dispute between the parties over the inclusion of that language in Section 5.16 of the Firefighter Agreement and Section 5.15 of the Officer Agreement.

initial hearings from “The Fire Service Joint Labor Management Wellness-Fitness Initiative” (3rd ed.) at 54:¹⁶

... [F]ire department wellness programs do make economic sense and that adopting and implementing an occupational wellness program, such as the WFI, alone can reduce the occupational claims and costs by while simultaneously improving the quality and longevity of a fire fighter’s life. In addition, adoption of the WFI is an important first step in setting up a medical screening and wellness program for fire departments. ...

And that same report showed that WFI programs provide “... a positive return on investment ...”¹⁷ Therefore, it makes sense to provide for a real incentive for employees to succeed in WFI (as the Union’s proposed language does) and not one that continues prior stipends that will gradually reduce in percentage value and now have new conditions placed upon receipt of those stipends (as the Village’s proposed language does).

Sixth, while the Union argues that its WFI language proposal will save the Village money, I recognize from the Village’s arguments that there are obvious cost implications to the Union’s proposal which are potentially greater than costs under the Village’s proposals. As the Village argues, the potential selling back of between four and seven days of paid time off for employees who succeed in the program could translate into significant dollars. But it is unknown how many employees will qualify for selling back PTO days (either through minimum PTO bank requirements or usage limits) and whether the employees will choose to sell back days or hold the days to use under circumstances for

¹⁶ Union Exh. 5 at Tab 2.

¹⁷ *Id.*

which they were intended. However, important here is that programs such as WFI provide “... a positive return on investment ...”¹⁸ The Union’s proposed language is the better “... language that has the primary goal ... to serve as an incentive for WFI” as required by the *Award*.¹⁹

Seventh, and finally, I can only select one of the two proposals on language. I am left with a Village proposal which places impediments which did not exist in the past on receiving relatively small stipends and now will be stipends which will reduce in percentage value as time passes as opposed to a Union proposal which serves as a better “... incentive for WFI”. In the end, the choice is pretty simple, requiring selection of the Union’s proposed language.

The Union’s proposed language for WFI is therefore adopted.

IV. THE PARTIES’ OTHER ARGUMENTS

The parties’ other arguments do not change the result.

The Union argues that the Village’s proposed language violates my April 30, 2013 Order which allowed the Village to amend its Initial Final Offer with the Union’s assertion that the Village’s proposed language exceeded the scope of what was permitted by that Order. In light of the Union’s prevailing on the merits of this matter, the Union’s argument concerning my prior Order is moot.

During oral argument in this portion of the case, the Village contended that granting the Union’s requested language would cause conflicts with the Illinois Wage Payment and Collection Act, 820 ILCS 115/1, *et seq.* That is not a persuasive argument.

¹⁸ *Id.*

¹⁹ *Id.* at 72.

My authority in this case flows from Section 14(h) of the IPLRA. If there are conflicts resulting from my authority under the IPLRA to fashion the terms of a collective bargaining agreement and the Illinois Wage Payment and Collection Act, sorting out those conflicts is a task for the courts – not for me as an interest arbitrator functioning under the IPLRA. If there are conflicts between the exercise of my authority under the IPLRA and the Illinois Wage Payment and Collection Act, some forum other than this one will have to sort that all out.²⁰

²⁰ This argument advanced by the Village is no different from situations where arbitrators are faced with arguments that enforcement of language in a collective bargaining agreement may conflict with statutory and constitutional provisions or public policy. In those cases, the asserted conflicts are to be resolved by the courts and not by arbitrators. See *Alexander v. Gardner-Denver, Co.*, 415 U.S. 36, 53-54, 57 (1974) [quoting *United Steelworkers of America v. Enterprise Wheel & Car Corp.*, 363 U.S. 593, 597 (1960)]:

[A]n arbitrator is confined to interpretation and application of the collective bargaining agreement ...

* * *

... Thus the arbitrator has authority to resolve only questions of contractual rights

* * *

... [T]he specialized competence of arbitrators pertains primarily to the law of the shop, not the law of the land [T]he resolution of statutory or constitutional issues is a primary responsibility of courts

See also, *State of Illinois v. AFSCME*, 2014 IL App (1st) 1-13-0262 (September 30, 2014), (petition for leave to appeal filed January 13, 2015, Docket No. 118422) slip op. at ¶¶ 12, 29, 34, where the First District Appellate Court enforced one of my awards after I refused to consider arguments based upon authority (statutory, constitutional and public policy) outside of the collective bargaining agreement in that case:

Benn added that the CBA [collective bargaining agreement] did not permit him to add language to the CBA or the CSAs [negotiated CBA modifications] based on his interpretation of the [Section 21 of the Illinois Public Labor Relations] Act. Benn refused to address constitutional and public policy issues the State raised, as Benn found that resolution of those issues exceeded the scope of the authority the CBA and CSAs conferred on him.

* * *

... The contract for arbitration defines the arbitrator's authority, and if that contract does not permit the arbitrator to consider questions of public policy, he should not consider questions of public policy.

* * *

... [T]he CBA expressly limited his powers, and did not permit him to rewrite the CBA and the CSAs, nor did it permit him to ignore the promises therein.

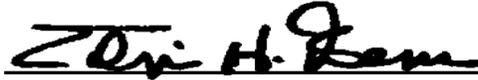
The First District's opinion is found at:

www.state.il.us/court/Opinions/AppellateCourt/2014/1stDistrict/1130262.pdf

[footnote continued]

V. SUPPLEMENTAL AWARD

The Union's proposed language for Wellness Fitness Initiative for the Firefighter and Officer Agreements is adopted.



Edwin H. Benn
Arbitrator

Dated: January 26, 2015

[continuation of footnote]

The same analysis applies here. I have authority under the IPLRA to formulate terms for the Agreements in this case. I have no authority to resolve any conflict issue raised by the Village as to whether my authority exercised under the IPLRA conflicts with the Illinois Wage Payment and Collection Act.