ILLINOIS LABOR RELATIONS BOARD
INTEREST ARBITRATION

Before
PETER R. MEYERS
Arbitrator

In the Matter of the Interest Arbitration between: **ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL,** Union, And **COUNTY OF VERMILION AND THE SHERIFF OF VERMILION COUNTY,** Employer.	Case No. **S-MA-03-087**

DECISION AND AWARD

Appearances on behalf of the Union

Gary Bailey—Attorney
Eric Deck—FOP Witness
Lance Vecellio—FOP Witness
Kirk Miller—Deputy, Vermilion County
Jerry Davis—FOP Witness

Appearances on behalf of the Employer

Bruce C. Beal—Attorney
Nancy Boose—Human Resource Director, Vermilion County
William Boyer—Board Chairman, Vermilion County
William Patrick Hartshorn—Sheriff

This matter came to be heard before Arbitrator Peter R. Meyers on the 13th day of January 2006 at the Vermilion County Annex, 6 North Vermilion, Danville, Illinois. Mr. Gary Bailey presented on behalf of the Union, and Mr. Bruce C. Beal presented on behalf of the Employer.

Introduction

The parties involved in this proceeding are the County of Vermilion, Illinois (hereinafter "the County"), and the Sheriff of Vermilion County, Illinois (hereinafter "the Sheriff"), as the joint employers (hereinafter "the Employer"), and the Illinois Fraternal Order of Police Labor Council (hereinafter "the Union." Prior to the expiration of their most recent collective bargaining agreement on November 30, 2003, the parties entered into collective bargaining negotiations over a new contract. The parties ultimately were able to resolve all but two of the issues between them – wages and whether a so-called "Evergreen" clause should be included in the parties' new collective bargaining agreement.

Pursuant to the Illinois Public Labor Relations Act, 5 ILCS 315/1 *et seq.* (hereinafter "the Act"), this matter was submitted for Compulsory Interest Arbitration and scheduled to be heard before Neutral Arbitrator Peter R. Meyers on January 13, 2006, in Danville, Illinois. The parties subsequently submitted written, post-hearing briefs, which were received by on or about March 23, 2006.

Relevant Statutory Provisions

ILLINOIS PUBLIC LABOR RELATIONS ACT
5 ILCS 315/1 et seq.

> **Section 2** It is the public policy of the State of Illinois to grant public employees full freedom of association, self-organization, and designation of representatives of their own choosing for the purpose of negotiating wages, hours and other conditions of employment or other mutual aid or protection.
>
> It is the purpose of this Act to regulate labor relations between the public employers and employees, including the designation of employee representatives, negotiation of wages, hours and other conditions of employment, and resolution of disputes

arising under collective bargaining agreements.

It is the purpose of this Act to prescribe the legitimate rights of both public employees and public employers, to protect the public health and safety of the citizens of Illinois, and to provide peaceful and orderly procedures for protection of the rights of all. To prevent labor strike and to protect the public health and safety of the citizens of Illinois, all collective bargaining disputes involving persons designated by the Board as performing essential services and those persons defined herein as security employees shall be submitted to impartial arbitrators, who shall be authorized to issue awards in order to resolve such disputes. It is the public policy of the State of Illinois that where the right of employees to strike is prohibited by law, it is necessary to afford an alternate, expeditious, equitable and effective procedure for the resolution of labor disputes subject to approval procedures mandated by this Act. To that end, the provisions for such awards shall be liberally construed.

. . .

Section 8 The collective bargaining agreement negotiated between the employer and the exclusive bargaining representative shall contain a grievance resolution procedure which shall apply to all employees in the bargaining unit and shall provide for final and binding arbitration of disputes concerning the administration or interpretation of the agreement unless mutually agreed otherwise. Any agreement containing a final and binding arbitration provision shall also contain a provision prohibiting strikes for the duration of the agreement. The grievance and arbitration provision of any collective bargaining agreement shall be subject to the Illinois "Uniform Arbitration Act". The costs of such arbitration shall be borne equally by the employer and the employee organization.

. . .

Section 14(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) Comparisons 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.

Impasse Issues Submitted for Arbitration

The following issues are in dispute between the parties:

1. the economic issue of wages;

2. the non-economic issue of whether an "Evergreen" clause should be included in the parties' new collective bargaining agreement; and

3. whether the non-economic issue relating to an "Evergreen" clause is properly before this Arbitrator.

History

This Arbitrator has carefully reviewed the parties' final proposals as to the issues

that remain unresolved between them, all of the evidence submitted into the record herein, and the parties' written, post-hearing briefs in support of their respective positions in this matter. The evidentiary record herein demonstrates that the parties have had a collective bargaining relationship since 1986, and their most recent collective bargaining agreement expired on November 30, 2003.

The Union represents about twenty-eight sheriff's deputies who are employed by the Employer. Many of these deputies are patrol officers working a 6-3 schedule, pursuant to which they work eight-hour shifts on six consecutive days and then have three days off. The deputies on this 6-3 schedule work twenty-one or twenty-two fewer work days each year than employees who work a more common 5-2 schedule. During their negotiations, the parties analyzed information on comparative wages, benefits, and hours of work. The Employer is proposing a three percent increase in wages each year over the three-year term of the parties' new contract, while the Union is proposing wage increases of four and one-half percent in each of the new contract's first two years and three and one-half percent in the third year of the new contract.

The record in this matter also shows that while the parties were in mediation before this Arbitrator, the Union submitted a new proposal, calling for the inclusion of an "Evergreen" clause in the parties' new contract. This proposed "Evergreen" clause would continue the terms and conditions of the collective bargaining agreement, while eliminating Section 9.08 from that agreement; Section 9.08 provides for the expiration of the contractual grievance and arbitration procedure upon the termination date of the collective bargaining agreement. The Employer objects both to the substance of this

proposal and to the Union's submission of this issue during the parties' negotiations.

Statutory Factors

The resolution of the parties' current dispute is guided by Section 14(h) of the Illinois Public Labor Relations Act, 5 ILCS 315/14(h). This statutory provision details the various criteria that are to be used in evaluating final proposals in interest arbitration proceedings. Not all of the listed criteria, however, will apply to the instant proceeding with the same weight and relevance. As the arguments presented by both parties make clear, appropriate external comparisons are particularly important in connection with the wage issue here. In fact, the identification of appropriate external comparable communities is one of the more important statutory factors in most interest arbitration proceedings.

In this particular proceeding, the parties were unable to reach complete agreement as to appropriate comparable counties. Both parties do suggest Adams County, Champaign County, Coles County, and Kankakee County as appropriate external comparables. Given this agreement, and based on the demographic information relating to these counties that is contained in the evidentiary record, this Arbitrator finds that these four counties are, in fact, appropriate external comparables. The parties disagree as to the rest of the counties that each side proposed as external comparables. The Union suggests the addition of Macon and McLean Counties to the above list of appropriate external comparables, while the Employer maintains that Iroquois, Ford, and Edgar Counties should be included as appropriate external comparables.

In a 1992 interest arbitration proceeding between the County and Teamsters Local

26, representing the County's correctional officers, data from thirteen counties was included in the record, but Arbitrator Harvey Nathan did not identify which, if any, of these thirteen counties actually were appropriate external comparables. Of the proposed counties currently in dispute, Edgar County was included among the thirteen counties mentioned in the proceeding before Arbitrator Nathan. The Employer suggests that Edgar County should be included among the external comparables here because it apparently was used as an external comparable in the 1992 proceeding. The Employer further supports its proposed inclusion of Edgar, Ford, and Iroquois Counties as external comparables by asserting that they are adjacent to Vermilion County and therefore within the same market area for housing, consumer goods, and employment. The Employer further argues that if Champaign County is to be included as an external comparable here, as both parties agree that it should, then Ford, Edgar, and Iroquois also should be included. The Employer emphasizes that the differences in population and Sheriff's budget between these three counties and Vermilion County actually are smaller than the population and budget differences between Champaign County and Vermilion County. The Employer further argues that this approach makes more sense than does the Union's "orange spot" analysis.

With regard to additional external comparables, the Union argues that although Macon and McLean Counties have larger populations than does Vermilion County, these two counties both are smaller than Champaign County, which both sides agrees is an appropriate external comparable. The Union argues against the Employer's proposal to include Iroquois, Ford, and Edgar Counties among the external comparables by pointing

out that all three of these counties have smaller populations than the agreed-upon external comparable with the lowest population, Coles County. The Union contends that there is no support for the Employer's theory that comparability is strictly limited by geography; the Union insists that counties are not comparable simply because they are contiguous.

The Union acknowledges that geography has a role in determining comparability, but comparability determinations must be based on a number of factors, including population, financial data, crime data, and number of deputies. The Union emphasizes that the two additional external comparables that it proposes, Macon and McLean Counties, are ranked higher than Vermilion County with regard to some of these factors and lower with regard to others. As for the three counties that the Employer suggests as additional external comparables, Iroquois, Ford, and Edgar Counties, the Union points out that these three counties are at the lowest end of the data range in connection with all of the factors involved in determining comparability. The Union contends that based on the wide range of factors that help determine comparability, the three counties proposed by the Employer as additional external comparables should be rejected, while Macon and McLean Counties should be added to the list of appropriate external comparables.

Before addressing and resolving the parties' individual proposals regarding additions to the list of external comparables here, it is important to note that Arbitrator Harvey Nathan's Decision and Award in a 1992 interest arbitration between the County and Teamsters Local 26, representing correctional officers, is not particularly helpful in resolving the question of whether any of the proposed additions to the list of external comparables should be adopted. Although it is true that the record before Arbitrator

Nathan included data from thirteen counties, including one of the counties proposed here by the Employer, Arbitrator Nathan surprisingly did not specifically identify which, if any, of those thirteen counties were appropriate external comparables. Moreover, Arbitrator Nathan did not explain which, if any, of those thirteen counties he used in any comparative analysis in his Decision and Award. It therefore is necessary for this Arbitrator to analyze the parties' proposed additions to the list of external comparables solely on the various categories of financial, demographic, and other data submitted into the record here.

As for the three additional counties proposed by the Employer, all three are a great deal smaller, in terms of population, than Vermilion County and the four agreed-upon external comparables -- Adams, Champaign, Coles, and Kankakee Counties. With regard to the financial, crime, and other demographic data elements that go toward determining comparability, Ford, Iroquois, and Edgar Counties simply do not properly compare with Vermilion County and the four agreed-upon comparables. The crime index for these three counties, for example, is significantly lower than for the other counties, as are their populations, the salaries that they pay to full-time employees, their EAV, and the balances in their general funds. The addition of Ford, Iroquois, and Edgar Counties to the list of appropriate external comparables would radically skew the data range in each category downward, which would result in a fatally flawed comparative analysis. Although it is true that Ford, Iroquois, and Edgar Counties are within the same market area as Vermilion County for housing, consumer goods, and employment, due to their geographic proximity to Vermilion County, geographic proximity alone is not enough to

render them appropriate comparables. For a county to be considered an appropriate external comparable, it must present a useful comparison to Vermilion County in the context of a wide range of financial, crime, and other demographic data. Ford, Iroquois, and Edgar Counties are not useful comparisons to Vermilion County in any of these areas.

The Union's proposed additions to the list of external comparables, Macon and McLean Counties, are somewhat closer to Vermilion County in terms of the relevant financial and demographic data, but these two counties are too close to the top end of the range of data in each of the various categories to be useful additions to the list of external comparables. Macon and McLean Counties have far higher population totals, EAV, and crime indexes than does Vermilion Counties. In fact, the addition of these two counties to the list of external comparables would tend to improperly skew the data range upward, again resulting in a fatally flawed comparative analysis.

Upon reviewing the data and arguments submitted in connection with each side's proposal regarding additional external comparables, this Arbitrator finds that none of the proposed comparables should be added to the list of four counties that the parties agree are appropriate external comparables – Adams, Champaign, Coles, and Kankakee Counties. The four agreed-upon external comparables provide a good range of data in the various financial and demographic categories, with some falling above and others falling below Vermilion County in every one of the relevant data categories. None of the proposed additions would improve that data range, and none of the proposed additions shall be accepted here as proper external comparables.

Another of the factors set forth in Section 14(h) of the Act is internal comparables, referring to other bargaining units representing County employees. The evidentiary record includes the current collective bargaining agreements between the County and various other bargaining units, including highway maintenance workers, supervisors, and technicians employed within the County's Highway Department; clerk typists, cooks, laundry workers, dietitians, and correctional officers employed within the County's Sheriff's Department; corrections sergeants employed within the County's Sheriff's Department; certain employees working within the County's Juvenile Detention Center; bailiffs, legal secretaries, probation officers, data entry clerks, and account clerks working within the County's judicial system; and certain employees working for the County Board, County Auditor, Coroner, County Clerk, Recorder, Treasurer, State's Attorney, and Supervisor of Assessment. All of these internal comparables are useful in connection with both of the substantive issues in dispute between the parties to this proceeding.

Apart from external and internal comparables, a number of the other factors set forth in Section 14(h) are particularly relevant to the proper resolution of the issues between the parties. The cost of living and the deputies' overall compensation, including benefits, obviously are important factors with regard to the wage issue, as are the interests and welfare of the public. As for the proposed "Evergreen" clause, the Union maintains that Section 14(h)'s "catch-all" element, which refers to traditional factors that are considered in interest arbitration, is relevant, in addition to the external and internal comparables. The remaining factors set forth in Section 14(h) do not have much impact

on the analysis of the issues in dispute here.

One final preliminary matter is the nature of the impasse issues presented here. The wage issue obviously is an economic issue, so this Arbitrator must choose between the parties' final proposals on this issue. Pursuant to Section 14(g) of the Act, this Arbitrator does not have authority to fashion a resolution of his own choosing in connection with this economic issue. As for the question of whether the non-economic issue of the "Evergreen" clause is properly before this Arbitrator, the parties have agreed that this Arbitrator has full authority to make this determination. If this Arbitrator finds that this issue is properly presented here, then there will be a consideration of the merits of this non-economic issue. Under Section 14(g) of the Act, interest arbitrators are not limited to choosing one or the other of the final offers submitted by the parties in connection with non-economic issues, but may instead fashion appropriate resolutions of their own choosing.

What follows is an analysis of each of the issues in dispute, including consideration of the above-cited relevant statutory factors, the evidence in the record, and the other relevant elements discussed above.

Decision

Before proceeding to an analysis of the impasse issues that remain in dispute, it must be noted that the parties have reached tentative agreements on a number of issues. The parties have stipulated that this Arbitrator is to incorporate these tentative agreements into the parties' new collective bargaining agreement. Accordingly, the parties' tentative agreements are included in the Appendix attached hereto, which sets forth the provisions

to be added to and/or otherwise altered in the parties' new collective bargaining agreement pursuant to this Decision and Award.

1. Wages

The Union's final offer on the issue of Wages is as follows:

(a) 4.5% wage increase in the first year of the new contract;

(b) 4.5% wage increase in the second year of the new contract; and

(c) 3.5% wage increase in the third year of the new contract.

The Employer's final offer on the issue of Wages is a 3% wage increase in each year of the three-year term of the new contract.

Analyzing this disputed issue in light of the external comparables first, the data relating to wages and other benefits making up overall compensation demonstrates that there is no discernible disparity between the wage schedule for deputies working in Vermilion County and those working in the externally comparable counties. In fact, Vermilion County's wage schedule for its deputies historically has fallen in the middle of the range of wage data for the external comparables. In light of the financial, crime, and other demographic data associated with Vermilion County and the external comparables, Vermilion County's historic ranking in terms of wages is reasonable and appropriate. There is no basis in the evidentiary record for any dramatic upward or downward move in Vermilion County's ranking on wages relative to the external comparables.

It is reasonable for the parties to look to maintain Vermilion County's ranking on wages relative to the external comparables. In light of this, the County's proposal of a 3% annual wage increase during the three-year term of the new contract is more

appropriate than the Union's proposal on this issue. A 3% annual wage increase serves to maintain Vermilion County's place relative to the wages paid to sheriff's deputies in the four externally comparable counties. The wage data demonstrates that a 3% annual increase means that Vermilion County may fall back slightly, on a comparative level, at some of the longevity steps of the wage schedule, but it moves slightly ahead, again on a comparative level, at other longevity steps. Overall, a 3% annual wage increase maintains Vermilion County's total wage schedule for its sheriff's deputies at about the same historical ranking relative to the wage schedules in place for sheriff's deputies in the externally comparable counties. Given Vermilion County's ranking among the external comparables in terms of the relevant financial and crime data, it is reasonable and sensible to maintain Vermilion County's historic place in the wage schedule rankings.

The Union's proposal for 4.5% increases in each of the contract's first two years, followed by a 3.5% increase in the final year of the contract, would serve to move Vermilion County too far toward the top of the wage range represented by the external comparables. Such a move upward in wages is not justified by the relevant financial and crime data associated with Vermilion County and the four external comparables. The Union has not pointed to any other data or factors that would support moving Vermilion County's wage schedule for its sheriff's deputies up from its historic ranking relative to the four external comparables.

The Employer's proposal for 3% annual wage increases is further supported by the data relating to the employment benefits available to Vermilion County's deputies and

the deputies working in the externally comparable counties. As to certain benefits, such as paid vacation time, Vermilion County ranks nearer the top of the range among these counties, while Vermilion County ranks further down in terms of other benefits, such as responsibility for health insurance premiums. In terms of overall compensation, which takes into account the impact of employment benefits, Vermilion County's historical ranking is properly maintained by the Employer's proposed 3% annual wage increase, while the Union's wage proposal would result in an unjustified move upward in the range of data on overall compensation.

The wage increase data relating to the internal comparables demonstrates that a 3% annual wage increase is in line with the contractual wage increases currently in effect for the County's other employee bargaining units. The Union's proposal calls for wage increases that exceed the annual wage increases set forth in the wage provisions of the current collective bargaining agreements for these other units of Vermilion County employees. The wage increase data from the internal comparables conclusively shows that the Employer's wage proposal here is more appropriate.

As for the other relevant statutory factors, these also support the adoption of the Employer's wage proposal. The consumer price index data for Calendar Years 2003, 2004, and 2005 supports the Employer's proposed 3% annual wage increase; the overall CPI increased no more than 3.5% in any of these years, with an increase of only 1.9% during 2003. The interests and welfare of the public argue in favor of maintaining a top-notch Sheriff's Department within Vermilion County, while simultaneously keeping costs under control. The Employer's wage proposal serves to maintain the necessary balance

between controlling costs and establishing a level of compensation high enough to attract and retain qualified personnel.

Accordingly, this Arbitrator finds that the Employer's proposal on the issue of wages is more appropriate in light of the relevant statutory factors and the evidence. The Employer's proposal on wages therefore shall be adopted, and it is set forth in the Appendix attached hereto.

2. Whether the Non-Economic Issue of the "Evergreen" Clause is Arbitrable

The Employer has objected to the submission of the "Evergreen" Clause issue on grounds that the Union submitted this new proposal late in the parties' negotiations, and therefore in bad faith. The Employer argues that because the Union proposed the inclusion of an "Evergreen" Clause so late in the parties' negotiations, the Employer was deprived of the chance to trade contract provisions and obtain a *quid pro quo* in exchange for any agreement to include this new clause in the parties' new agreement.

In response to this objection, the Union has not explained why its proposal regarding the "Evergreen" clause came so late in the parties' negotiations, but the Union emphasizes that the proposed clause is beneficial to both sides. The Union insists that its proposal to insert the "Evergreen" clause and delete the current language in Section 9.08 of the agreement is reasonable, is not burdensome, and avoids unpleasant and costly litigation.

The Employer's objection to the submission of the proposed "Evergreen" clause here is based entirely on the fact that the Union did not raise this issue until late in the course of the parties' negotiations. Although it certainly is true that this proposal came to

light quite late in the negotiations, apparently while the parties were engaged in mediation efforts with this Arbitrator, there has been no showing that the Employer was prejudiced in any way by the Union's decision to raise this issue when it did. The Employer has argued that it was deprived of the chance to bargain for and obtain a *quid pro quo* in exchange for any agreement to include this new clause in the parties' new agreement, but this is not necessarily the case. The evidentiary record suggests that the parties could have engaged in discussions and bargaining over this issue and a possible *quid pro quo*, even though the Union raised the issue late in the process. Moreover, the fact that the Union initially raised this issue late in the parties' negotiations does not necessarily mean that the Union was acting in bad faith. Although there has been no explanation from the Union as to the timing of its proposal regarding an "Evergreen" clause, the fact is that there are many possible explanations that do not involve bad-faith bargaining.

In light of the relevant evidence, this Arbitrator finds that there has been no showing of prejudice to the Employer or bad faith by the Union in connection with the late introduction of the Union's proposal to include an "Evergreen" clause in the parties' new collective bargaining agreement. Accordingly, this Arbitrator finds that the impasse issue of whether such a clause should be included in the parties' new agreement is properly presented here and shall be resolved on the merits.

3. "Evergreen" Clause

The Union's final offer on the non-economic issue of the "Evergreen" Clause is as follows:

1. Insert the following language into the parties' contract:

> Notwithstanding any provision herein, this contract shall remain in full force and effect until such time as a successor agreement is adopted or the bargaining unit is disbanded.

2. Delete the following provision from the parties' contract:

> **9.08** Unless extended by written mutual agreement, the Grievance and Arbitration provisions of this Agreement shall expire upon the termination of this Agreement.

The Employer's final offer on the non-economic issue of the "Evergreen" Clause is to maintain the status quo.

The Union's proposal on this issue amounts to a "breakthrough" proposal in that none of the parties' previous contracts apparently contained any sort of "Evergreen" clause. Moreover, the Union's proposal would delete language that has appeared in each of the six collective bargaining agreements that have existed between these parties. On this issue, the Union bears the burden of demonstrating a reasonable basis for making the proposed changes.

The evidence in the record relating to the external comparables supports the inclusion of an "Evergreen" clause in the parties' new collective bargaining agreement. Of the four externally comparable counties, only Champaign County's contract with its deputy sheriffs does not include such a clause. Moreover, Champaign County's contract does not include any language that specifically calls for the expiration of the contractual grievance and arbitration procedure. In fact, none of the contracts in the evidentiary record from the externally comparable counties contain any language similar to what has appeared in Section 9.08 of the parties' six previous contracts.

As for the relevant evidence relating to the internal comparables, this too supports the Union's proposal. The most important evidence from the internal comparables is the fact that the current contract governing Vermilion County's corrections sergeants does include an "Evergreen" clause, with language that precisely tracks the Union's proposal here. Also the grievance and arbitration procedure in the corrections sergeants' contract does not include any provision such as the one that appears in Section 9.08 of the parties' most recent contract, as well as their earlier contracts.

There also is merit to the Union's assertion that its proposal on this issue actually would benefit both sides. There can be no serious argument that continued access to a valid and functioning grievance and arbitration procedure is of benefit to both sides, as well as to the general public, so there is little substantive reason to retain Section 9.08 in the parties' new collective bargaining agreement. Resolving disputes through the contractual grievance and arbitration process saves time and money for both the Union and the County, and it also serves to maintain a cooperative working relationship between management and employees. The existence of an "Evergreen" clause offers additional benefits in that the parties will have a settled and solid framework for their continued working relationship, even if they are unable to reach full agreement on a new contract before the pre-set expiration date of their old contract. All of this, of course, benefits the citizens of Vermilion County by maintaining the day-to-day functions of the Sheriff's Department at the highest possible level, while reducing the costs associated with disputes between management and employees.

The Employer has not offered much in the way of a substantive argument against

the Union's proposed inclusion of an "Evergreen" clause and the elimination of Section 9.08. The Employer's contention that a separate County grievance procedure is available for use in the absence of the contractual grievance and arbitration is unconvincing. A review of the other County grievance process reveals that it does not necessarily offer the full range of procedural protections, including recourse to final and binding neutral arbitration before a neutral arbitrator, that are incorporated in the contractual grievance and arbitration procedure. The separate County grievance procedure does not really serve as an adequate substitute for the contractual grievance and arbitration procedure.

The overall weight of the evidence, analyzed in light of the relevant statutory factors, supports a finding that the Union's proposal on the issue of an "Evergreen" clause is more reasonable and appropriate. Accordingly, this Arbitrator finds that the Union's proposal on the impasse issue of an "Evergreen" clause therefore shall be adopted, and it is set forth in the Appendix attached hereto.

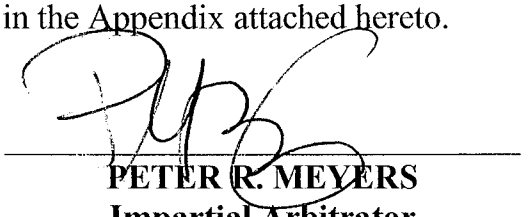
Award

This Arbitrator finds that the Employer's proposal on the issue of wages is more appropriate in light of the relevant statutory factors and the evidence. The Employer's proposal on wages therefore shall be adopted, and it is set forth in the Appendix attached hereto.

This Arbitrator finds that the impasse issue of whether an "Evergreen" clause should be included in the parties' new agreement is properly presented here and shall be resolved on the merits.

This Arbitrator finds that the Union's proposal on the impasse issue of whether an

"Evergreen" clause is appropriate for the parties' collective bargaining agreement shall be adopted, and it is set forth in the Appendix attached hereto.



PETER R. MEYERS
Impartial Arbitrator

Dated this 1st day of May 2006 at
Chicago, Illinois.

APPENDIX

Section 6.05

If an employee is authorized to work overtime, he shall be compensated at the appropriate rate in the present form of compensatory time off or overtime pay. Court time shall be compensated in the form of overtime pay.

The maximum compensatory time that an employee may accumulate is sixty (60) hours. Any hours accumulate din excess of sixty (60) hours may be converted to banked personal days. Compensatory time can only be converted to banked personal days in 8-hour blocks. Employees must make their election to convert compensatory time to banked personal time in writing. Members of specialized units who, as of the effective date of this Agreement, receive compensatory time in lieu of overtime shall continue to do so. Compensatory time earned as a result of work performed by a specialized unit shall not be counted towards the sixty (60) hour maximum.

Section 9.08

[Eliminated.]

Section 10.03

Employees with accrued and unused personal days as of November 30 of each year will have the option of being paid for those days, or banking any or all of the unused days, up to a maximum of fifty (50) banked personal days. Employees must elect in writing to bank the unused personal days.

Banked personal days are to be used after all annual personal days, comp time and vacation days have been used, in the event of the employee's illness. Upon termination or retirement, employees will be paid for any remaining banked personal days. Banked personal leave must be used in 8-hour increments.

Section 13.01

In the event of a death in the immediate family each regular employee shall be allowed up to three (3) days off without loss of pay to attend the funeral and to attend to the details of the funeral. The immediate family consists of spouse, parents, children, brothers, sisters, grandparents, step-parents, and step-children.

Section 13.02

In the event of the death of step-brothers and sisters, aunts, uncles, parents,

brothers and sisters-in-law, the employee shall be allowed one day without loss of pay to attend the funeral.

Section 17.02

Employees shall receive an annual clothing maintenance allowance of $6000, effective 12/1/03, $650, effective 12/1/04, $675, effective 12/1/05. This amount reflects an increase of $100 earmarked for replacement of body armor. This clothing maintenance allowance is payable in a separate check the first pay period of each year.

Detectives assigned to the investigations division shall receive an annual clothing allowance of $700, effective 12/1/03, $750, effective 12/1/04, $750, effective 12/1/05 which shall be paid in a separate check the first pay period of each fiscal year.

Section 18.01 Base Pay

. . .

Effective December 1, 2003, bargaining unit members shall receive a 3% increase on their current wage base.

Effective December 1, 2004, bargaining unit members shall receive a 3% increase on their current wage base.

Effective December 1, 2005, bargaining unit members shall receive a 3% increase on their current wage base.

. . .

Section 22.01

This Agreement, when approved and signed by the appropriate authorities for an on behalf of the Employer and the Labor Council shall be in full force and effect from December 1, 2003, and until November 30, 2006, and thereafter from year to year unless written notice is served by either party upon the other more than sixty (60) but less than ninety (90) days prior to the above date of termination or the anniversary of any renewal period hereof. Notwithstanding any provision herein, this contract shall remain in full force and effect until such time as a successor agreement is adopted or the bargaining unit is disbanded.