ILLINOIS LABOR RELATIONS BOARD
BEFORE
BRIAN E. REYNOLDS
ARBITRATOR

In the matter of the Interest Arbitration between

COUNTY OF JEFFERSON AND THE JEFFERSON COUNTY SHERIFF

Employer

and

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

Union

ILRB Case No. S-MA-09-039
Hearing: August 27, 2009
Award: January 8, 2010

OPINION AND AWARD

APPEARANCES:

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For the Employer:
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PROCEEDINGS

This is an interest arbitration under Section 14 of the Illinois Public Labor Relations Act (Act) to determine disputed terms of the successor to the collective bargaining agreement (Agreement) between the County of Jefferson and the Jefferson County Sheriff (Employer) and the Illinois Fraternal Order of Police Labor Council (FOP or Union) for the following bargaining unit of the Employer's employees:

INCLUDED: All sworn deputies in the rank of Captain and below; all full time dispatchers; all full-time court services deputies, telecommunicators, and Civil Process Server;
EXCLUDED: Chief Deputy, Sheriff and all managerial, confidential, supervisory employees and any others excluded by the Act.

The County is located in southern Illinois and governed by a Board consisting of 15 elected members. The Unit consists of approximately twenty-one deputies and five telecommunicators.[1]

The Agreement had an expiration date of November 30, 2008. The parties were unable to reach consensus on a successor Agreement and resolution of the matter was submitted to the interest arbitration procedures of the Act.

The parties selected the undersigned to serve as the neutral arbitrator for the interest arbitration. A hearing was held on August 27, 2009 at the Employer's offices at which time the parties were afforded an opportunity to present testimony, exhibits, and other evidence relevant to the dispute. During the hearing, the parties submitted stipulations on all disputed issues, both orally and in Joint Exhibit #1. The parties timely submitted post-hearing briefs, the Employer on September 18, 2009, and the Union on November 9, 2009. All issues except the ones contained in the following award have been agreed to and/or withdrawn. The parties also agreed on three specific tentative agreements to be incorporated into this award: on military leave, court deputy salaries, and discipline.

[1] While the Agreement refers to both the 'telecommunicators' and "dispatchers' the parties referred only to dispatchers and deputies at the hearing and in their written submissions. I will use the two terms interchangeably.

ISSUES

The parties stipulated to the following issues:

1. Term

What shall the term of the successor Collective Bargaining Agreement be?

2. Wages

What shall the wage increases, if any, be for each year of the successor Collective Bargaining Agreement?

3. Layoff

What, if any, changes shall be made to the layoff language currently contained in the Collective Bargaining Agreement?

4. Deputies Shift Assignment

What shall the language relating to Deputy Shift Assignments be?

FINAL OFFERS

1. Term

Union - 3 years, from December 1, 2008 thru November 30, 2011
Employer - 1 year, from December 1, 2008 thru November 30, 2009

2. Wages

Union - 4% increase for Deputies effective December 1, 2008
3% increase for Dispatchers effective December 1, 2008

4% increase for Deputies effective December 1, 2009
3% increase for Dispatchers effective December 1, 2009

4% increase for Deputies effective December 1, 2010
3% increase for Dispatchers effective December 1, 2010

Employer - 4% increase for Deputies effective December 1 of 2008
3% increase for Dispatchers effective December 1 of 2008

3. Layoff

Union - Maintain the current language of Article 12, including the introductory portion which reads as follows:

> *Where there is an impending lay off with respect to the employee(s) in the bargaining unit the Employer shall inform the Union in writing no later than forty-five (45) days prior to such lay-off, and lay-offs may be initiated by the Employer only where there are insufficient funds to pay the employees in the bargaining unit.*

Employer - Replace the above introductory language of Article 12, with the following:

> *In the event the Employer determines that a layoff is necessary, employees shall be laid off within each particular job classification in the inverse order of their seniority unless compliance with State or Federal law requires otherwise. The Employer agrees to inform the Union in writing forty-five (45) days, if practicable, but in the event not less than thirty (30) days prior to such layoffs and to provide the Union with the names of all employees to be laid off in such notice.*

and add the following language at the end of Article 12:

> *However, nothing in this provision shall be construed to limit the Employer in any reorganization except that the Employer shall not reorganize on an arbitrary or capricious basis.*

4. Deputies Shift Assignments

Union - Add the following to the Agreement:

APPENDIX I
DEPUTIES SHIFT ASSIGNMENTS

> *Deputy shift assignments shall be made by a bid to be conducted each six (6) months during which employees shall select their hours of work and days off by seniority. Such bidding procedure shall commence within thirty (30) calendar days of the issuance of the arbitrator's award for shift assignments to be effective sixty (60) calendar days after the bid, unless the parties mutually agree otherwise.*

Employer - Maintain the status quo, which is no shift bidding.

STATUTORY FACTORS

Section 14(h) of the Act provides the following:

When 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 to the existing agreement, and wage rates or other conditions of employment under the 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.

The Parties stipulated to the following external comparables:

Clinton County
Effingham County
Franklin County
Marion County
Randolph County

These comparables were first adopted by arbitrator Steven Briggs in the 1996 interest arbitration for this Unit. They have been used by Arbitrator Elliot Goldstein in the Unit's 1998 interest arbitration, and Arbitrator Peter Meyers in the 2006 arbitration.

Section 14 (g) of the Act sets forth the standard for selection of offers made by the parties:

> ...As to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in subsection (h). The findings, opinions and order as to all other issues shall be based on the applicable factors presented in subsection (h)

In this case, the wage and term issues are economic and I am, thus, constrained to adopt a final offer from one of the parties. The layoff and shift bidding issues are non-economic and I am free to craft contractual language that I deem appropriate under the Act's standards.

ECONOMIC ISSUES (TERM & WAGES)

In their briefs, both parties addressed the term and wage issues as if it were one issue. While the two issues are intertwined in this case, as I will discuss later, I will address the two issues separately, starting with the term of the Agreement.

The FOP proposes that the Agreement be three years, while the Employer proposes a one year Agreement. In support of its position, the FOP states that:

> 1) Stability requires more than a one-year deal. A one year deal is over before the time of this award, so the parties would have to start bargaining over again immediately.
> 2) The past history of the parties is for three year agreements.
> 3) The Employer has not demonstrated an inability to pay the proposed year 2 and year 3 raises.
> 4) Most of the comparable jurisdictions utilize three year agreements.

The Employer's arguments for a one-year agreement are:

1) The future is especially unpredictable in today's economic climate.
2) The Employer may have an inability to pay year 2 and 3 salary increases since consumer based tax revenue is decreasing and jail fees and property taxes are static at best.
3) Internal comparables support a one-year agreement as these same parties negotiated a one-year deal for the unit of the Employer's correctional employees represented by the FOP.

In addressing the issue of contract term, I have found that, generally, Illinois arbitrators have shown a preference for at least three year agreements. As Arbitrator Edwin Benn states in *City of Springfield & PBPA* (S-MA-89-74, 1990):

> The entire design of the impasse resolution contemplated by requiring consideration of the interests and welfare of the public in Section 14(h)(3) and the "other factors...which are normally or traditionally taken into consideration" criteria found in Section 14(h)(8) have common threads of a bottom line goal of stability and "industrial peace" as those concepts translate into the public employment setting. A hotly contested matter such as this with the amount of time, effort and expense that have been invested by the parties and the corollary uncertainties that have arisen (which may be prolonged or even exacerbated if a short contract is Imposed which requires the parties to once again face each other across the bargaining table in the near future), coupled with the obvious present breakdown in the parties' ability to agree, on balance, all weigh against the arguments made by the Unions. Given the particular history of this matter, the overriding goal of stability dictates a contract of longer duration than the one sought by the Union.

Arbitrator Milton Edelman in *City of Granite City &* IAFF (S-MA-93-196, 1994) stated the following in support of a preference of a three year over a two year agreement[2]:

> The parties deserve a longer period to digest and work with the terms of this agreement before starting all over again. This is not the key consideration, but helps overcome the disadvantages of a three-year agreement.

More recent cases have generally followed a preference for 3 year agreements. In *City of Lockport & MAP* (S-MA-08-277, 2009) Arbitrator Aaron S. Wolff, citing comparables and the parties' history, chose the 3 year term proposed by the City over the Union's 2 year proposal. In *City of Sycamore*, Arbitrator Hill chose the Union's 3 year

[2] These two cases quotes were utilized by Arbitrator Marvin Hill Jr. in his decision in *City of Sycamore & IAFF* (S-MA-08-267, 2009)

term proposal over the City's 2 year proposal with a wage reopener after one year. In so doing Hill stated that:

> ...little utility will be result in imposing a two-year agreement with a re-opener after one year (although on wages and health insurance only). Such a position will place the parties back into bargaining in a few months, a nonsensical position in my view. The externals also favor the Union's position.[3]

In *City of Alton & IAFF (S-MA-06-006, 2007)* Arbitrator John C. Fletcher chose the City's 4 year proposal over the Union's 3 year proposal. The parties previous agreement was 5 years.[4]

There are several cases recently where the arbitrator selected the shorter contract period. In *County of Boone & FOP* (S-MA-08-025, 2009) Arbitrator Benn chose the Union's 3 year proposal over the Employer's 4 year proposal. In explaining why he was deviating from his usual practice of opting for longer contracts, Benn cited the "current volatile economic conditions" as an impetus for the parties to return to the table sooner rather than later.

Arbitrator Peter Meyers in *County of Tazewell & FOP* (S-MA-09-054, 2009) chose the Union's 3 year proposal over the Employer's 4 year proposal. He also noted that since the Employer's wage proposal called for a reopener in the fourth year, neither party is hurt by the finding of the 3 year contract.

In both of these cases, the arbitrator still chose a contract period of 3 years and did not send the parties back to the bargaining table immediately, as would occur with a one year agreement. I would also note that in *Boone,* Arbitrator Benn cited the parties'

[3] The Arbitrator chose the Union's 3 year proposal even though the Union first proposed such a term 4 days prior to the hearing in its final offers.

[4] I would note that, in that case, Arbitrator Fletcher chose the Employer's wage proposal for the 4th year, citing the fact that the Union did not propose a wage adjustment for the 4th year, and then addressed the Union versus Employer proposals for the first 3 years.

history of 3 year agreements. However, there is one recent instance where the arbitrator did choose a term shorter than 3 years.

In *Forest Preserve District of DuPage County & MAP* (S-MA-290, 2009) Arbitrator Elliot Goldstein chose the Employer's 2 year proposal with a wage reopener in the 2nd year over the Union's 3 year proposal. Arbitrator Goldstein cited the current economic conditions and the fact that it was an initial contact for the unit, so there was no history of longer agreements, in order to overcome his normal preference for a longer agreement.

Using the statutory factors and policies addressed by these arbitrators to the current situation, I find that a 3 year contract to be more appropriate than a 1 year contract. The intent of the Act's interest arbitration procedures is to prevent labor strife. That intent would be little served by sending the parties back to the bargaining table to bargain an entire agreement immediately following this interest arbitration.[5]

While there is a one year contract for the parties' corrections unit, the external comparables support a 3 year agreement. Most previous contracts for this Unit have been three years.[6] I find that the existence of any current national economic volatility to be insufficient to overcome this practice.[7]

The appropriateness of a 3 year term for the agreement raises a question for the wage increase. The Employer only offered a 1 year proposal which is the same as the Union's first year proposal. The Union offered a 3 year proposal with a uniform wage increase each of the years. If I find that a 3 year agreement is appropriate am I obliged

[5] While I appreciate Goldstein's reasoning, unlike the parties bargaining an initial contact in *Forest Preserve District of DuPage County*, the parties here have a history of longer agreements. Additionally, I have a 1 year agreement to choose from, not a 2 year with a re-opener.
[6] The record indicates that there was a 2 year agreement from December 1, 1994 to November 30, 1996.
[7] Both Arbitrators Goldstein and Benn suggested wage reopeners, not one-year contracts, as viable strategies in volatile economic times.

to adopt the Union's wage proposal? That essentially is what the Union is arguing and the approach utilized by Arbitrator Wolfe in *City of Lockport,* where he states:

> The Union has proposed a two year contract and its final offer on wages is based on such term. The City has proposed a three year contract and its final offer on wages is over three years. This is like a case of the "tail wagging the dog." If I resolve the contract term as three years, the Union proposal cannot be accepted. If I find the appropriate contract is two years, the City's wage proposal cannot be accepted. Therefore it seems prudent to first resolve the term issue.

Arbitrator Peter Meyers followed a similar approach, though vice-versa, in *Tazewell,* where he stated:

> ...it is not possible for this Arbitrator, under the constraints imposed by the Act in resolving economic issues, to accept one party's wage proposal, and then the other party's proposal on contract length. These two issues are irrevocably joined in each party's proposal, so the acceptance of the Union's wage schedule necessarily requires acceptance of its proposal on the length of the new contract.

Meyers apparently analyzed the wage offers first and then adopted the contract term of the wage proposal he chose.

However, other arbitrators have not felt restricted to taking one party's proposal on both issues. In *Alton*, the IAFF argued Wolfe's position; that if the Arbitrator chose its proposed 3 year term he was obligated to reject the employer's 4 year wage offer and accept the only 3 year wage offer available - the union's proposal. Arbitrator Fletcher refused to connect these two issues, stating:

> ...the Arbitrator will not be "strategized" into chaining contract term and wages together when one of the parties has endeavored to aid rather than impede the outcome which, perhaps in a perfect world, the parties might eventually come to. It is thus his decision to first evaluate the parties' respective arguments with respect to contract term alone, and then to consider <u>each</u> of the parties' respective wage proposals pursuant to established criteria and the evidence.

Fletcher resolved his problem by requesting the Union to submit a 4th year wage proposal, which it refused to do, while the Employer agreed to separate its 4th year wage proposal. Ultimately, Fletcher chose both the Employer's term and wage proposals.

Similarly, Arbitrator Benn approached the issues separately in *County of Boone*. He also asked the parties for alternative proposals, stating:

> The parties agreed that if I find a three year Agreement is appropriate, then I have the authority to delete the fourth year of the Employer's offer and, if I find a four year agreement is appropriate, the FOP's contingent offers for the fourth year should be considered.

While I might be inclined to follow the Benn/Fletcher path,[8] I do not have contingent wage offers from either of the parties.[9] At the hearing, I asked the parties if I could choose a three year contract with a wage reopener. The Union said I couldn't do that. The Employer commented that it declined to put out any wage proposal for a second or third year, stating that they didn't know what to predict for the future.[10]

Faced with this situation, I find myself constrained by the parties positions in this case to tie the two issues together and choose both the wage and term proposal of one party. However, I don't believe I am restricted by either the Meyers approach, which is to find the appropriate wage increase first, nor the Wolfe approach, which is to find the appropriate contract term first. As Wolfe states, one of these approaches is the tail wagging the dog. I am unsure which, so I'll attempt to analyze the whole dog.

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[8] I assume that many arbitrators and parties do not believe that the Act provides for contingent final wage offers when faced with different term offers. Since I do not have any such contingent offers, I need not address their legality.

[9] Arbitrator Goldstein, in *Forest Preserve District of DuPage County*, stated that some interest arbitrators conclude that the party proposing the shorter term must be found effectively to be proposing "zero or nothing" for the later years. I don't believe I have taken that approach in this decision.

[10] At the end of the hearing, I discussed with the parties the connection of the wage and term issues and what issues were economic. The FOP asserted that the term issue was economic and tied to wages. I asked the parties to address the issue in its brief, intending them to address the issue of my authority to grant a 3 year term and a one year wage increase with reopeners in year 2 and 3. While I realize that my request may not have been clear, neither party addressed the issue of reopeners in their brief, although the Union did assert that its position is that the wage and term proposals are tied together. Tr. pp. 113-115

As I stated above, I find that a three year contract term is more appropriate in this case than a one year term. However, this preference can be overcome, though the burden is on the Employer to show that the Union's proposal is inappropriate under the statutory factors. If it is inappropriate under these standards, then I will adopt the Employer's term and wage proposals.

By its own proposal, the Employer is conceding the appropriateness of the Union's wage proposal for the first year, since it offers the same 4%/3% wage increase in its proposal.[11] So it is in the second and third years which are at issue. I will now analyze these portions of the Union's proposal using the Act's factors.

In Illinois, external comparables have long been the most important factor used by Illinois arbitrators issuing awards under the Act. Under the external comparables presented by the Union, the deputies are currently below the average while the dispatchers are above the average, accounting for the 1% differential between their wage proposals.

Under the charts and evidence submitted at the hearing, the Union's wage increase would still put the deputies below the comparable average after the third year. The Union claims that their proposal is only asking for small steps to get closer to the overall average.

The Employer points out that the Union's charts assume a 3% increase in the other jurisdictions.[12] It correctly asserts that these wage rates might not occur. However, even if one assumed the other jurisdictions gave no raises the next 2 years, the Deputies

[11] Similarly, the Union's proposal obviously concedes the appropriateness of the Employer's first year wage proposal
[12] The Employer, in its brief, also pointed out that the averages used by the Union do not include Jefferson County. I will assume that the averages in the Union's charts are only of the other comparable counties.

salaries would still be close to the average and, overall, below the pay levels in at least 2 of the 5 other jurisdictions. Thus, the Unions proposal is not out of line when utilizing the external comparables.

The Employer asserts that the Union's wage proposal is in excess of the current cost of living. Using the evidence submitted by the Union at hearing, the Employer asserts that the current cost of living increase is 2.4%.[13] The employer is correct that a 4%/3% annual increase is in excess of that level.[14] However, while the Employer's argument might support a finding that a lower wage increase is preferable, it is not sufficient for me to find that the Union's offer is excessive compared to the cost-of-living evidence. As I stated earlier in this award, given the preference for a 3 year rather than a 1 year contract, my review of the Union's wage proposal will be based on whether it is inconsistent with the Act's standards. I find that the Union's wage proposal is not unreasonable when compared with the cost-of-living evidence presented at the hearing.

The Employer has also claimed an inability to pay the Union's wage proposal. As the Union correctly points out in its brief, the ability to pay component of Section 14 is "an employer shield to an otherwise appropriate pay increase, supported by the comparables and cost of living, but simply beyond the jurisdiction's to pay."

The Employer claims the volatile national economic condition will affect its revenues. However, there is insufficient evidence in the record of such a volatile economic condition to support an inability to pay argument.

[13] The Union calculated that, based on the CPI-U, as of July 9, 2009, the Unit employees needed a 2.47% increase to restore the purchasing power they had on December 1, 2007. *Union Ex #38*

[14] The Employer's arguments would be more persuasive if one were comparing the Union's offer to a lower wage proposal or if the Arbitrator were able to craft his own wage increase.

Fifty percent of the Employer's revenues are from sales taxes. The Employer has submitted evidence that such revenues declined in FY 07-08 and that revenue has begun decreasing again in 2009. It is possible that the Employer's overall revenue may decline. It is also important, though, to look at the overall funds the Employer has available. The Union submitted audited financial statements that the Employer had an ending balance of $2,785,900. The County's evidence showed that it had only $218,000 in the General Revenue fund. However, as the Union pointed out, the County's evidence was unaudited.

The Employer has presented evidence that it may face a decrease in revenue in the next two years. However, the conflicting testimony presented at the hearing does not support a finding that the County will not have the ability to pay the Union's proposed wage increases, even after any decrease in revenue.

In the face of the comparables, cost of living evidence, and the County's financial evidence, I find that the Union's proposed wage increase is not unreasonable. Given the stated preference for a three year agreement, I find that the Union's wage and term proposals are more consistent with the Act than the Employer's proposals and, therefore adopt them.

LAYOFF

The Union proposal is to change the current layoff language to allow it more flexibility in layoff situations. Specifically it finds that the language "...lay-offs may be initiated by the Employer only where there are insufficient funds to pay the employees in the bargaining unit..." The Employer asserts that this will unduly restrict it when it seeks to lay-off employees. It believes that the Union has or will claim that this language means that the Employer cannot layoff any Unit employees as long as there is any County

money anywhere to pay deputy salaries. The Employer states that there is a pending grievance involving the application of this "insufficient funds" provision. The Employer asserts that the Union has refused to process this grievance, so it has been pending for over 4 years.

The parties negotiated the current Agreement's layoff procedure in its 1990 Agreement. The Employer is thus seeking a change in an agreed to provision.

In *Will County & AFSCME* (S-MA-88-9, 1998) Arbitrator Harvey Nathan developed a three test standard to apply when a party seeks to change an agreed to *status quo* through interest arbitration. Under Nathan's standard, the party seeking the change has the burden to demonstrate that:

> 1) The old system or procedure has not worked as anticipated when originally agreed to;
> 2) The existing system or procedure has created operational hardships for the employer (or equitable due process problems for the union); and
> 3) The party seeking to maintain the *status quo* has resisted attempts to address these problems.

Arbitrator Raymond McAlpin delineated a similar standard when evaluating a change to the status quo. In *County of Cook and FOP* (L-MA-96-009, 1998) McAlpin stated that a party desiring a change in the status quo has the extra burden of proof to show that:

> 1) There is a proven need for the change;
> 2) The proposal meets the identified need without imposing an undue hardship on the other party; and
> 3) There has been a quid pro quo offered to the other party of sufficient value to buy out the change or that comparable groups were able to achieve this provision.

I find the standards enunciated above to be sound and will utilize them in analyzing the two non-economic issues involving requests to change the status quo.

On the layoff issue, the Employer has provided evidence that the Union has resisted attempts, both in bargaining and in the grievance procedure, to address the Employer's problems. However, the Employer has not shown that the current language has, as yet, not worked as anticipated and/or caused an operational hardship. The Employer's concern is that the current provision "may" be interpreted by an arbitrator to unduly restrict its ability to lay-off. That event has not yet occurred, albeit because the Union may be delaying the process. I believe that the grievance process is still the appropriate forum to address the meaning of the *status quo* language.[15] Any problems with the grievance procedure should be resolved through that mechanism. Therefore, I adopt the Union's proposal to maintain the *status quo* lay-off language.

DEPUTIES SHIFT BIDDING

Currently, the parties' Agreement does not contain any provision allowing the Deputy's to bid on shifts. In the prior interest arbitration award for the Unit, Arbitrator Peter Meyers adopted a shift bidding proposal for the Dispatchers. The Union is proposing the same shift bidding procedure for the Deputies that the Dispatchers currently have.

The Union first claims that there was already an agreement on shift bidding and was unaware until the hearing that there wasn't. The Union claims that it tendered a shift-bidding proposal that mirrored the Dispatchers one procedure, and that the County countered with different language. The Union claims it believed the issue was done.

[15] The Employer presented evidence that under the comparables, only 2 out of 7 of the other deputy and/or dispatcher units have any economic restriction on the employer's ability to lay-off. I believe this evidence is relevant, but does not overcome the fact that the Employer has not provided a sufficient basis, under the Nathan and McAlpin standards, for changing the *status quo*.

The Employer states that there was never a tentative agreement of the issue and that any proposals it made were through a mediator and/or part of a package.

I find that there is insufficient record evidence that there was a meeting of the minds on this issue. While the Union states it thought there was an agreement, there is no evidence that it ever communicated to the Employer that it found the Employer's proposal acceptable, if that was the agreement the Union thinks it reached. There also is no written tentative agreement. Now, the Union's final offer is the language it originally proposed, which mirrors the current contractual language on Dispatcher shift bidding.

Both parties submitted evidence on the external comparables, which show that only 1 of the 5 of the comparable counties have shift bidding for deputies, while 3 out of 5 have shift bidding for dispatchers. The Union claims that it is unreasonable for the Deputies not to have shift bidding when other Unit members have it.

In this instance it is the Union which is seeking to change the status quo. Applying the standards set forth in the discussion of layoff procedures, I find that the Union has failed its burden to show that a change is warranted and that any change will not work a hardship on the Employer. In contrast, the Employer argues that shift bidding may hurt it operationally. The Employer asserts that shift bidding would result in the least senior employees working at night, when most crimes are committed. The Union has not sufficiently countered this argument. Thus, I adopt the Employer's offer to maintain the *status quo*.

AWARD

I hold the following on each of the contested issues in this matter:

1. Term

The Union's proposal is adopted.

2. Wages

The Union's proposal is adopted.

3. Layoff Procedure

The Union's proposal is adopted.

4. Deputies Shift Bidding

The Employer's proposal is adopted.

I order that the substance of the above findings are to be incorporated into the parties' new Agreement, along with all tentative agreements previously reached by the parties and agreed to be included in this Award.

ISSUED: January 8, 2010 at Springfield, Illinois

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Brian E. Reynolds,
Arbitrator