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In the Matter of the Interest Arbitration Between

County of Monroe	:	
-- and -	:	OPINION AND AWARD
Illinois Fraternal Order of Police Labor Council	:	
Case No. S-MA-12-024	:	

Before Matthew W. Finkin, Arbitrator.

This matter was heard in Waterloo, Illinois, on December 12, 2012. The Employer was represented by R. Michael Lowenbaum, Esq. The Union was represented by James Daniels, Esq. Both parties were ably represented. Post-hearing written briefs were exchanged under date of March 15, 2013. The matter is ready for disposition.

Pre-Hearing Stipulations

At the outset the parties informed the Arbitrator that a set of pre-hearing stipulations had been agreed to and executed. The text is set out immediately below:

1) The Arbitrator in this matter shall be Matthew Finkin. The parties stipulate that the procedural prerequisites for convening the arbitration hearing have been met, and the Arbitrator has jurisdiction and authority to rule on those mandatory subjects of bargaining submitted to him as authorized by the Illinois Public Labor Relations Act, including but not limited to the express authority and jurisdiction to award increases in wages and all other forms of compensation retroactive to November 30, 2011. Each party expressly waives and agrees not to assert any defenses, right to claim that the Arbitrator lacks jurisdiction and authority to make such a retroactive award; however, the parties do not intend by this Agreement to predetermine whether any award of increased wages or other forms of compensation in fact should be retroactive.
2) The arbitration hearing in this case will be convened on December 12, 2012 at 10:00 a.m. The requirement set forth in Section 14(d) of the Illinois Public Labor

Relations Act, requiring the commencement of the arbitration hearing within fifteen (15) days following the Arbitrator's appointment, has been waived by the parties. The hearing will be held at the Monroe County Courthouse, 120 South Main Street, Waterloo, Illinois 62236.

3) The parties have agreed to waive Section 14(b) of the Illinois Public Labor Relations Act requiring the appointment of panel delegates by the employer and exclusive representative.

4) The hearing will be transcribed by a court reporter or reporters whose attendance is to be secured by the Employer for the duration of the hearing by agreement of the parties. The cost of the reporter and the Arbitrator's copy of the transcript shall be shared equally by the parties.

5) The parties agree that the following issues, which are mandatory subjects of bargaining and over which the Arbitrator has authority and jurisdiction to rule, are in dispute:

   a. Annual Wage Increases for 2012, 2013, 2014.
   b. Uniform Allowance
   c. Bereavement Leave
   d. Vacation

6) The parties agree that these Pre-Hearing Stipulations and all previously reached tentative agreements shall be introduced as joint exhibits. The parties further agree that such tentative agreements shall be incorporated into the Arbitrator's award for inclusion in the parties' successor labor agreement that will result from these proceedings.

7) Final offers shall be presented at arbitration. As to the economic issue(s) in dispute, the Arbitrator shall adopt either the final offer of the Union or the final offer of the City. As to the non-economic issue(s) in dispute, the Arbitrator shall have the authority to adopt either party's final offer or to issue an alternate award consistent with Section 14 of the Public Labor Relations Act.

8) Each party shall be free to present its evidence in either the narrative or witness format. Advocates presenting evidence in a narrative format shall be sworn as witnesses. The Labor Council shall proceed first with the presentation of its case-in-chief. The Employer shall then proceed with its case-in-chief. Each party shall have the right to present rebuttal evidence.

9) Post-hearing briefs shall be submitted electronically to the Arbitrator, who will conduct the exchange. Deadline extensions as may be mutually agreed to by the parties. There shall be no reply briefs, and once each party's post-hearing brief has been received by the Arbitrator, he shall close the record in this matter.

10) The Arbitrator shall base his findings and decision upon the applicable factors set forth in Section 14(h) of the Illinois State Labor Relations Act. The Arbitrator shall retain the entire record in this matter for a period of six months or until sooner notified by both parties that retention is no longer required.

11) Nothing contained herein shall be construed to prevent negotiations and settlement of the terms of the contract at any time, including prior, during, or subsequent to the arbitration hearing.

12) The parties represent and warrant to each other that the undersigned representatives are authorized to execute on behalf of and bind the respective parties they represent.

At the hearing, the parties argued to the undersigned on two issues identified in the Stipulations as No. 5 (b) and (c). After colloquy before the Arbitrator, and with the parties' agreement, a bench award issued on the issue. This is set out in the award. It need not be dealt with further.

The Issues

Two economic issues are in dispute: wages and accumulation of vacation pay.

Wages

	County Offer (% increase)	Union Demand
FY 2011-2012	1%	2%
FY 2012-2013	1.5%	2.25%
FY 2013-2014	2.5%	2.5%

Vacation Accrual

County Offer (status quo)	Union Demand
"...from completion of twenty (20) years of continuous, unbroken service and for continuous, unbroken service thereafter: one hundred seventy-six (176) hours per year"	"...from completion of twenty (20) years of continuous unbroken service and for continuous, unbroken service thereafter: two hundred (200) hours per year"

The Statutory Standards

5 ILCS 315/14 (h) sets out the standards the Arbitrator is to apply to the issues in dispute:

(1) The lawful authority of the employer.
(2) Stipulations of the parties.
(3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
(4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and 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.

Subsections (1) and (2) are satisfied in the submissions of the parties. Subsection (4) presents a dispute on comparable communities.

Comparability

The Union and County's submissions of comparable counties follows:

Union	**County**
Bond	—
Clinton	Clinton
—	Jersey
Madison	— *
Perry	—
Randolph	Randolph
St. Clair	— *
Washington	Washington

The Employer has argued that the two jurisdictions marked with an asterisk(*) are not comparable on the basis that both have substantially larger populations than Monroe County and were determined not to be comparable by Arbitrator Michael Le Roy in an interest arbitration of 1995. It also argues that "no justification exists to include Bond and Perry Counties or to exclude Jersey County from the pool." Brief of the Employer at 14. The only ground given for these exclusions and inclusion is that the Employer's position conforms to the precedent set by Arbitrator Le Roy upon which the parties have relied in the past and that, in the absence of prior meaningful bargaining, their status had not been fully explored. *Id.* n. 5 at p. 15. The Union argues per contra that the pre-existing comparators, four in number, are rather few; and, citing

arbitral authority, that a cohort set eighteen years ago should not preclude consideration of other counties' if they are comparable.

Turning to the two jurisdictions excluded by Arbitrator Le Roy, the Union argues to a variety of factors – proximity, income measures and EAV expenditures – on the basis of which these counties should be included. It argues that the difference in population, on which Arbitrator Le Roy placed considerable weight, is "superficial." Brief of the Union at 11. However, if that difference were superficial today, it would have been equally superficial then, which, obviously, the Arbitrator did not take it to be. Analysis turns accordingly to those two jurisdictions:

Population

Madison – 269,282

St. Clair – 270,056

Monroe – 32,957

These two counties are about eight times greater in population than Monroe. From that the following differences loom large:

	Full-Time Sworn Officers	General Fund Revenue (in millions)
Madison	489	$44.4
St. Clair	576	$37.8
Monroe	**45**	**$5.8**

The undersigned is persuaded that Arbitrator Le Roy's reasoning remains sound and that Madison and St. Clair counties should be excluded.

This leaves the status of Bond, Perry, and Jersey counties. The Employer does not engage with the evidence on comparability resting content to rely on past practice. Brief of the Employer at 14-15. But, according to Arbitrator Le Roy's 1995 Award, the County proposed to include Perry County at the time, which he did. *In Re Monroe County*, ISLRB No. 5-MA-94-36 (Le Roy, Arb. 1995) at 5-6. Moreover the parties were agreed at that time that Jersey County should be included. Nothing has been presented on the record to disturb the status of comparability regarding these two. Which leaves the status of Bond County to be determined.

Bond County was relied upon by neither party in 1995. It measures up against Clinton, Perry, Randolph, and Washington (fully comparable figures for Jersey have not been presented) thusly:

	Population	Full-Time Officers	GF Revenue ($ million)
Bond	17,768	20	3.9
Clinton	37,762	43	6.7
Perry	22,350	43	6.3
Randolph	33,476	47	6.8
Washington	14,716	19	5.2
Monroe	**32,957**	**45**	**5.7**

Although Bond County is smaller than Monroe, Clinton, Perry, and Randolph, it is rather close to Washington County, which both parties would include on these and other measures. Figures for Jersey County indicate a population of 22,985 – greater than Bond and Washington, but a third

smaller than Monroe County – with, however, a median household income virtually identical to Monroe County.

Consequently, the following are determined to be comparable counties for the purposes of 5 ILCS 3/5/14(h): Bond, Clinton, Jersey, Perry, Randolph, and Washington.

Cost of Living

The Union has submitted that from December, 2011, through October, 2012, unit members lost 2.44% in purchasing power according to Bureau of Labor Statistics measures. The County has submitted the following from the same source: that in 2010 and 2011, the Consumer Price Index rose by 1.6% and 3.2% respectively. The Union's submission thus seems to be within the range of projection of an anticipated increase in cost of living of something on the order of 2% to 2.5% going forward.

The Ability of the Employer to Meet the Cost

The County argues that it has experienced both escalating costs and stagnant revenues. The Union points out that the County has maintained and continues to maintain a substantial positive general fund balance going forward – well over three million dollars, the bulk of which is unrestricted. It enjoys a solid credit rating, a diverse tax base, low unemployment, and projects an increase in property tax income. The evidence is not disputed that the County's finances have been well and conservatively managed. Though the County has raised a number of cautions, it has not contended that it would be unable to meet the Union's demand if awarded.

Wage Comparisons

The best way to capture the wage structures presented is to contemplate the situation of officers first early and then later in their careers. These are set out below.

Table 1

Deputy Salaries in Comparable Jurisdictions (2010)

	After One Year	After 20 Years
Bond	45,406	53,578
Clinton	44,595	55,328
Jersey*	43,350	43,350
Perry	39,750	47,000
Randolph	49,213	52,166
Washington	35,318	39,998
Monroe	**54,353**	**57,071**

*Counsel for the Employer represented that data from Jersey County were difficult to obtain and that due to the recession its officers received no increase in 2010. Counsel represented that such data as were available would be supplied in a post-hearing submission, which was submitted on Dec. 27, 2012. The Arbitrator will work with what both parties have submitted, but the data for Jersey must be viewed from that perspective.

How Monroe matches up against these comparators can be usefully assessed by taking an average of the comparators' starting and long-term wages.

Table 2

	Non-Probationary Average	Twenty Year Average	Increase
Comparators	42,938	48,560	+13%
Monroe	54,353	57,071	+5%
Difference	+26.6%	+17.5%	_____

In sum, Monroe pays its first year deputies $11,000 more than the average of the comparators, or 26.6% more; but, this lessens to $8,850, or 17.5%, over a twenty year period. In other words, Monroe County has a high entry level wage strategy as compared to one that encourages longevity by a lower initial wage coupled to a promise of higher compensation in later years.

Analysis next turns to the growth in these structures and how that would fare vis-à-vis the parties' positions.

Table 3

Increase (%) of Deputies Comparable Non-Probationary Base

	2011-2012	2012-2013	2013-2014
Bond	3.5%	-----	-----
Clinton	-----	-----	-----
Jersey	2%	2.5%	-----
Perry*	1%	1.5%	COL
Randolph	2%	3%	3%
Washington	2.6%	2.6%	2.6%

*Counsel for the Union represented that he represents the Perry officers and that the low increase was partially the result of having secured a shift differential.

The average increase among the comparators for which data are available is:

2011-2012	2012-2013	2013-2014
2.2%	2.4%	2.8%

Table 4 sets out the impact of the average increases in comparable communities as compared to the Union's the County's offers.

Table 4

	2011-2012	2012-2013	2013-2014
Average Non-Probationary (One Year) Wage Comparators	43,883	44,936	46,192
Average 20 Year Comparable Wage	49,628	50,182	52,235

County Offer

Same	54,897	55,720	57,113
Same	57,624	58,066	59,528

Union Offer

Same	55,457	56,843	58,264
Same	58,212	59,522	61,010

How these offers would affect the current situation should be looked at from the perspective of the consequences over the life of the collective agreement. If the County's offer were to be awarded, at the conclusion of the contract's term a non-probationary deputy's base pay ($57,112) would be about 24% higher than the average of the comparators, 2.6% less than the 26.6% differential currently. If the Union's offer were awarded, the base pay ($58,264) – 26.4% higher than the current differential – would come very close to the current differential

(26.6%). But in terms of longevity, the County's offer affecting those of twenty years ($59,528) would be 8.2% higher than the comparators, well below the current 17.5% differential; the Union's offer ($61,010) would place the differential at 16.8%, closer to but slightly below the current 17.5% differential.

The same analysis applied to the other two job classifications in the bargaining unit produces much the same result. The data for Corrections Officers are set out immediately below.

Corrections Officers

2010 Average Wage

	First Year	After 20
Comparators	36,858	42,640
Monroe	42,444	44,566
% difference	+15%	+4.5%

Taking the average increases for available comparators over the three year period produces the following:

	2012	2013	2014
First Year	37,669	38,573	39,653
After 20	43,584	44,630	45,880

Looking, again, at the consequences at the end of the three year period, the parties' positions would be this:

	One Year	20 Year
County	44,599	46,829
Union	45,373	47,641

The County's proposal would produce first and twenty year differential with the average of comparators of 12.5% and 2% respectively at the end of the contract period. The Union's would produce differentials of 14.4% and 3.8%.

And for Dispatchers.

Dispatchers

2010 Average Wage

	First Year	After 20
Comparators	35,215	40,599
Monroe	42,444	44,566
% Difference	+20.5%	+9.8%

Over the course of the three year period:

	2012	2013	2014
First Year	35,989	36,853	37,885
After 20	41,492	42,488	43,678

Looking, again, at the consequence at the end of the three year period the parties' positions would be this:

	One Year	20 Year
County	44,599	46,828
Union	45,374	47,642

The County's proposal would produce a first and twenty year differential with the average of comparators of 17.7% at 7.2% at the end of the contract period. The Union's would produce differentials of 19.7% and 9%.

Vacation Accrual

The collective agreement provides for the earning and accrual of vacation leave scheduled according to the employee's length of continuous, unbroken service. Currently, an employee upon the completion of twenty years service earns 176 hours per year. The Union's demand is to increase this to 200. The Union relies on the following from the comparable communities:

Accrual of Vacation Hours At 20 Years Service

County	**Hours**
Bond	200
Clinton	200
Perry	200
Randolph	192* or 200**
Washington	160
	Average: 190

* Union's statement
** County's statement

Should the Union's demand be awarded, only three members of the bargaining unit would benefit immediately from the change; two corrections officers and one deputy. Another deputy would qualify in 2014, and a fourth in 2015; but, a majority of the members of the unit have considerably less seniority. Three were hired in 1998, one in 1999, and all others after 2000, many in or after 2007. The County estimates the immediate cost vis-à-vis the three immediately entitled to the benefit under the Union's demand at a little over five thousand dollars ($5,000).

Analysis

The purpose of the "best last offer" arbitration system is to impose a risk of disagreement high enough to encourage the parties to bargain and compromise – and to avoid an arbitrated resolution. The Employer argues that in this case the system had failed: there was only one bargaining session; nevertheless, the Union noticed the dispute for arbitration almost immediately. As the statute allows the Arbitrator to attempt to mediate the dispute with the agreement of both parties, at the hearing the Arbitrator secured that consent. As a result, a bench award was handed down on two issues and the parties' positions on the remaining two economic issues narrowed. However, agreement was not achieved even though at the close the parties were not all that far apart. That being the case, the undersigned is required to proceed to an application of the statutory standards to the outstanding issues. In that, and as the Employer argues, citing extensive authority, the role of the Arbitrator is not to break new ground, but to produce a result in keeping with what the parties' agreement will most likely have produced, that is, consistent with pre-existing patterns.

A. Wages

Subsection (3): *Interests and welfare of the public and the financial ability of the County to meet those costs*. It goes almost without saying that the interest and welfare of the public is served by securing and retaining the services of a well-trained competent police force, which end is achieved in part by the provision of compensation geared toward that end. As the Employer argues, its wages are substantially higher than those paid by comparable communities though, as the evidence shows, weighted more at the entry level than toward longevity.

The County's financial data which has been placed on evidence is extensive; these data have been studied and need not be recited in detail. Importantly, the County is not arguing that it is unable to meet the union's demand. Brief of the Employer at 18. The County estimates the cost of its offer over the three-year life of the contract at $105,755, and of the Union's demand at $162,424 – a difference of $56,669. There is no dispute that the County has the ability to pay this amount.

The County argues, quite rightly, that *can* does not imply *ought*. Brief of the Employer at 22. Whether the County's or the Union's offer is the more reasonable in comparison depends upon the application of the other statutory criteria.

Subsection (4): internal comparability. The Employee argues that the wage treatment accorded to other of its employees is a "critically important" factor. Brief of the Employer at 26. There is no dispute on what that treatment is:

> The other bargaining units agreed to a 1.0% wage increase in fiscal year 2012 – the same wage increase received by the County's non-union employees. The County's non-union employees will receive a 1.5% increase in 2013 (CX-10). In addition, IUOE-represented Health Department employees agreed to a 1.5% raise in 2013. The County's Highway

Department employees received an identical proposal for a 1.5% wage increase shortly before the hearing in this case, but had not yet accepted the County's offer (CX-10). Brief of the Employer at 7.

As the Award in the *Village of Skokie*, S-MA-93-181 (Gunderman, 1993), relied upon by the Employer, opines, internal comparables can be considered for two purposes. One is where there is an historical pattern of parity of treatment among these groups. The Employer cites just said a line of authority. Brief of the Employer at 26-27. Were such to be the facts here, the Employer's argument to the arbitral role, set out previously, would be compelling. But no historical pattern has been shown or has been argued to here. On the contrary, the Employer has argued to the disparately advantageous treatment the members of this bargaining unit have been accorded over the years. Brief of the Employer at 23.

Consequently, the second function of internal comparability is what is claimed, that is, to achieve stability within the working force in order to avoid whipsawing or leap-frogging. Brief of the Employer at 27-28. To this, the Union argues that internal comparability (absent an historical pattern) has not played a determinative role when law enforcement officers have been compared to workers not occupying similar positions. Brief of the Union at 25-26 (setting out arbitral authority).

The undersigned acknowledges the strength of the Employer's concern for stability of treatment. It is a factor that must be weighed. But, given the weight of arbitral reasoning and the lack of an historical pattern of parity of treatment, the undersigned is constrained to conclude that external comparability is a more compelling element of analysis.

Subsections (4) and (6): external comparability and overall compensation. The Employer argues powerfully to how much better these employees are compensated in wages and benefits vis-à-vis those employed in comparable communities. Brief of the Employer 22-26, 29. The Union does not dispute the claim; nor could it. Instead, it looks to the increases of officers in comparable communities, especially the increases they will receive going forward, vis-à-vis these employees. Moreover, it stresses that the Monroe County officers pay a higher percentage of their health premiums than do those in the comparable communities. Brief of the Union at 21-22.

The Employer has argued prefatory to its engagement with each category of analysis that,

> Given the conservative nature of the arbitration process, it is incumbent upon the arbitrator to keep the award in line with something that the parties would have negotiated if left alone to do so, without unjustly enriching one party at the expense of the other....Stated simply, the Arbitrator's primary focus is to replicate what the parties would have agreed to at the bargaining table and/or if left to exercise their respective self-help measures.

Brief of the Employer at 17 (reference omitted). The Arbitrator takes the admonition to be well founded.

The facts in this case indicate that, even as the County of Monroe does pay substantially more than the comparable communities in wages, its strategy has been to reward more at the early post-probationary stage in the officers' careers than do the comparable communities, but to diminish the reward structure comparatively over time. The Employer's offer would further diminish the ratio of the pay of the longer-serving in that regard. The Union's offer would retain the status quo. No persuasive reason has been given for the outcome the County seeks, one rather discordant with the status quo, other than to point out that these officers are already well

paid and that internal stability would be served. Given the "conservative nature of the arbitral process," the maintenance of the parity of wage structure vis-à-vis the comparable communities militates toward the Union's position as being the more reasonable.

Subsection (5): cost of living. The Union has produced data, with which the Employer does not disagree, arguing that a 2% increase in 2012 would equal the increase in cost of living. The Employer argues, however, that that narrow focus is too cribbed: that the unit's increases had significantly exceeded the rise in cost of living from 2006 to 2011. Brief of the Employer at 28. The Union does not challenge that. Under the Employer's offer, these employees will experience a reduction of perhaps 1% in their purchasing power. The Union's offer would maintain the status quo. Consequently, although there is no immediate prospect of a substantial increase in the cost of living, the Union's position going forward is a bit more reasonable than the County's.

* * *

To sum up: on the one hand, the incumbent employees are well compensated vis-à-vis their comparators and the Employer's interest in parity of treatment vis-à-vis its other employees is valid. To that extent, its wage proposal finds support in the statutory criteria. But, on the other hand, the Union's proposal would better maintain the historical relationship of these employees vis-à-vis officers in comparable communities and would better maintain their current purchasing power. Moreover, the Employer is able to pay the Union's demand without distorting or having a significant impact on the County's budget. Accordingly, although the case is a close one, the Union's proposal better comports with the statutory criteria than does the County's.

B. Vacation Accrual

The Employer argues that arbitral practice in interest arbitration supports the maintenance of the status quo: the party seeking a significant change, a "breakthrough," bears a heavy burden of proof. Brief of the Employer at 29-30 (citing authority). From this, it argues that the Union has failed to show any hardship resulting from the current policy or any problem with it. *Id* at 30. Moreover, employees have extensively "banked" unused hours, which amounts to a "significant contingent liability" for the County. *Id.* at 31. It "makes no sense" to add on to a benefit not being used. Finally, internal comparability militates toward retention of the status quo.

The Union argues to the clear weight of treatment by comparable counties and to the lack of any significant immediate or ever mid-term economic impact on the County. Brief of the Union at 32-33.

The Arbitrator is a bit skeptical that what the Union is seeking would qualify as a "breakthrough" demand, which the undersigned takes to be a radical, or, at least, a really significant departure from the status quo. The imposition of a residence requirement where none had been required before would be one such. *Cf. City of Bellville*, 128 LA 452 (Goldstein, Arb. 2010), cited by the Employer. A demand to change the vacation policy from accrual, which can be cashed out on retirement, to one requiring that the time accrued be used in the calendar year, would be another. But a demand to increase current accrual by 15%, to bring it into line with the treatment given in comparable communities and with little immediate economic impact on the employer, would not appear to be quite so significant a change.

Be that as it may, the Union does bear the burden of proof and the fact that employees have chosen to accrue vacation time instead of using it does not evidence the current vacation policy is dysfunctional for the purposes a vacation serves. It is true that the weight of practice

elsewhere is to the contrary. But that is the only statutory factor supporting the Union's demand. It is not alone sufficient to justify the upsetting of the status quo, especially where the matter had not been subject to the mediating influence of collective bargaining. The fact that so few would be immediately affected argues for the submission of the matter to the bargaining process.

AWARD

In addition to the terms agreed to by the parties for the period of the instant collective, the following terms will be added:

CLEANING CREDIT/ MAINTENANCE ALLOWANCE

The Employer will pay up to $300 annually to a dry cleaner in Waterloo, Illinois, as designated by the employer on behalf of each covered employee by this Agreement for the cost of cleaning Monroe County Sheriff's Office uniforms. The $300 allowance may also be used for purchase and maintenance of work-related uniform and equipment items not furnished by the employer. Such requests, when accompanied by a receipt, shall not be unreasonably denied.

BEREAVEMENT LEAVE

The Employer agrees to provide employees leave without loss of pay as a result of death in the immediate family not to exceed three scheduled days following the death of a member of the immediate family up to and including the day of the funeral. In the event the death of the relative is not within the immediate family, the employee will be allowed one day off with pay to attend the funeral or other memorial ceremony if it is a scheduled workday.

ANNUAL WAGE INCREASES

FY 2011-2012 – 2%

FY 2012-2013 – 2.25%

FY 2013-2014 – 2.5%

VACATION ACCRUAL

The provision of the expiring collective bargaining agreement will remain in effect for the duration of this collective bargaining agreement.

Matthew W. Finkin
Arbitrator

4 April 2013
Date