INTEREST ARBITRATION BEFORE
ARBITRATOR BRIAN CLAUSS

COUNTY OF DUPAGE, ILLINOIS	)	
	)	
	)	
Employer	)	
	)	
And	)	FMCS Case #160816-56713-1
	)	Case No. S-MA-15-374
METROPOLITAN ALLIANCE OF POLICE	)	
CHAPTER 126	)	
Union	)	

INTEREST ARBITRATION AWARD

For the Union:
Joseph Mazzone, Esq.
Metropolitan Alliance of Police
Joliet, Illinois

For the Employer:
Michael Durkin, Esq.
Adam Durkin, Esq.
Storino, Ramello & Durkin
Rosemont, Illinois

Location of Hearing: DuPage County Building

Date of Hearing: February 17, 2017

Date of Mediation: May 16, 2017

Date of Briefs: August 14, 2017

INTRODUCTION

Pursuant to Section 14(c) of the Illinois Public Labor Relations Act ("IPLRA" or "Act"), the parties selected the undersigned as the Arbitrator to decide unresolved impasse issues for the parties' successor collective bargaining agreement. ("CBA," "Contract," or "Agreement") for the DuPage County deputy sheriffs.

The parties agreed to prehearing stipulations, including waiving time limits and waiving appointment of delegates. The parties agreed that the case would be decided by the Arbitrator. The hearing was held at the DuPage County Administration Building on February 17, 2017. The parties presented documentary evidence and oral testimony on twenty-seven open issues and that hearing was transcribed.

On May 16, 2017, the parties reconvened for a mediation session. After mediation, the parties reached tentative agreements ("TAs") on twelve items that had been at issue during the February hearing. They memorialized their agreement in an email to the Arbitrator dated July 5, 2017. The parties reached tentative agreement on two more at-issue items and memorialized that agreement in an email to the Arbitrator dated July 25, 2017. The parties stipulated that TAs should be incorporated into the final award.

The parties submitted briefs on August 14, 2017. It is on the above record that this Interest Arbitration Award is issued.

FACTS

DuPage County is located in the northeast corner of the State of Illinois and lies within the Chicago Metropolitan Statistical Area. DuPage is bordered by Cook, Will, and Kane County. Kendall County's northeast corner meets DuPage County's southwest corner. Approximately 933,700 people reside in DuPage County.

DuPage County ("County" or "Employer") and the DuPage County Sheriff ("Department" or "Employer") are Joint Employers of county peace officers appointed under the authority of a county sheriff pursuant to 5 ILCS 315/3(o). On March 23, 2006, the Illinois Labor Relations Board certified the Metropolitan Alliance of Police, Chapter 126, ("MAP" or "Union") as the sole representative of all deputy sheriffs below the rank of sergeant, within the Sheriff's Administrative Bureau, Law Enforcement Bureau, Fugitive Apprehension Unit within the Corrections Bureau,

School Liaison Unit, Gang Suppression/Problem Investigation Unit, and the DuPage County Metropolitan Enforcement Group (DUMEG). The bargaining unit currently consists of approximately 175 deputies. The parties' initial collective bargaining agreement became effective on June 1, 2011.

The County and the Sheriff are parties to two other collective bargaining agreements – one with Policemen's Benevolent Labor Committee Local #501 ("PBLC") for Corrections deputies, and the other with the Illinois Fraternal Order of Police Labor Council and the telecommunicators.

The County has three other internal bargaining units: International Union of Operating Engineers, Local 399 for craft employees; International Union of Operating Engineers, Local 150 for transportation employees; and International Union of Operating Engineers, Local 150 for Public Works employees. The County is also a joint employer with the DuPage County Coroner and has a contract with the Metropolitan Alliance of Police, Chapter 174 for deputy coroners.

STATUTORY FACTORS

The statutory provisions in pertinent part governing this arbitration are found in Section 14 of the Act. All the statutory factors were considered by the undersigned when analyzing the issues presented in this Interest Arbitration. The statute does not provide for a ranking of the statutory factors according to importance and it is therefore up to the arbitrator to determine the importance of the statutory factors. *City of Decatur and IAFF*, (Eglit 1986). Nonetheless, all the statutory factors were considered in the instant matter. They are:

> (g) 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 upon the applicable factors prescribed in subsection (h).
> (h) Where there is no agreement between the parties ... the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:
> (1) The lawful authority of the employer.
> (2) Stipulations of the parties.
> (3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
> (4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
> (A) In public employment in comparable communities.

(B) In private employment in comparable communities.

(5) The average consumer prices for goods and services, commonly known as the cost of living.

(6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.

(7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties in the public service or in private employment.

OPEN ISSUES

The parties agreed to the following open issues: with the proposed changes noted in blue:

Issue 1. Section 12.2 – Sick Leave Accrual

<table>
<tr><th>Employers' Proposal</th><th>Union Proposal</th></tr>
<tr><td>Sick leave credits do not accrue during the initial probationary period of employment after the date of hire with the office. All deputies covered by this agreement shall accrue paid sick leave at the following rate:
<table>
<tr><th>YEARS OF COMPLETED CONTINUOUS SERVICE</th><th>ACCRUED SICK HOURS PER YEAR FOR 8 HOUR SHIFTS</th><th>ACCRUED SICK HOURS PER YEAR FOR 10 HOUR SHIFTS</th><th>ACCRUED SICK HOURS PER YEAR FOR 12 HOUR SHIFTS</th></tr>
<tr><td>1 through 5 years of completed service</td><td>48 hours per year</td><td>60</td><td>72</td></tr>
<tr><td>6 through 10 years of completed service</td><td>56 hours per year</td><td>70</td><td>84</td></tr>
</table>
</td><td>Status Quo.</td></tr>
</table>

11 through 15 years of completed service	**64 hours per year**	**80**	**96**
16 through 20 years of completed service	**72 hours per year**	**90**	**108**
21 years or greater of completed service	**80 hours per year**	**100**	**120**

All employees covered by this agreement shall be allowed up to a maximum of 2000 hours of sick leave accumulation.

Sick leave does not accrue during any personal leave of absence.

Issue 2. Section 12.4 – Annual Sick Leave Payout

Employers' Proposal	Union Proposal
Section 12.4 –Sick Leave Payouts, Annual and at Separation T Effective January 1, 2018, all sick time hours thereafter accrued under this Agreement shall be placed into a second sick leave bank ("Bank B"). Bank B sick leave shall be used and exhausted prior to the use of sick leave hours accrued and unused prior to January 1, 2018 ("Bank A"). Effective January 1, 2018, all sick	Status Quo.

time hours accrued, unused, and banked in Bank A will be frozen for purposes of eligibility for monetary compensation. This accrued sick time will continue to be eligible for payouts based on years of service, as set forth below:

1. Sick Leave Payouts for employees hired prior to November 1, 2005:

a) Once an employee accrues thirty (30) days of sick time, they have the option to continue to accumulate sick leave or to cash in up to five (5) days of sick time, one time per calendar year, at the payout percentage based on their length of service, as indicated in the Payout Table below:

Payout Table

YEARS OF COMPLETED CONTINUOUS SERVICE	MONETARY COMPENSATION PERCENTAGE RATE
11 through 15 years	75%
16 years or greater	100%

b) Employees who sign a formal notice of separation may receive payment for accrued, unused sick time from Bank A up to twelve (12) months prior to their separation date, according to the Payout Table set forth hereinabove.

c) Upon voluntary termination of employment, members will receive

monetary compensation immediately following thirty (30) calendar days from their date of separation of employment, for accumulated Bank B sick leave hours, according to the Payout Table set forth hereinabove.

d) In lieu of a payout for accrued, unused sick leave, employees shall have the option to obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

2. Sick Leave Payouts for employees hired after November 1, 2005:

Once an employee has completed eight (8) years of service, upon separation or layoff, the employee will have the option to either:

a) Receive monetary compensation for all remaining accrued, unused sick time at 50% of the value as set forth below:

i. Employees who sign a formal notice of separation may receive such payment for accrued, unused sick time from Bank A up to twelve (12) months prior to their separation date.

ii. Upon voluntary termination of employment, members will receive monetary compensation immediately following thirty (30) calendar days from their date of separation of employment, for

accumulated Bank B sick leave hours. b) In lieu of a payout for accrued, unused sick leave, employees shall have the option to obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any. **As a *quid pro quo* for such modifications to Section 12.4 hereinabove, as necessitated by P.A. 97-0609, which became effective August 26, 2011, and was not applicable to collective bargaining agreements entered into, amended or renewed before January 1, 2012, the Employer agrees to modify Section 13.10 as follows:** **Section 13.10 – Benefit Continuation** Amend as follows: While an employee is on a Family Medical Leave (FMLA), the County will provide medical and dental insurance coverage at the current employee rate. If an employee continues to be off of work after exhausting their twelve (12) weeks of FMLA, the employee will be responsible for the entire amount of the premium as stated in the County's Personnel Manual, Chapter 4, Policy 4J, Guideline E, attached as Appendix L. Notwithstanding the foregoing, employees who are absent from work due to an injury in the line of duty shall continue to be provided medical and dental insurance coverage at the then-current rate for employee premium co-	

payments, so long as such employee is receiving compensation pursuant to the Public Employee Disability Act (5 ILCS 345/0.01 *et seq*.). During an absence of longer than thirty (30) consecutive days, the employee will not accrue vacation or sick time, nor will the employee be eligible for holiday pay, after the 30th day of an occupational or non-occupational disability leave. **[Along with the Employers' proposal for Section 12.4, a modified Appendix L would be provided, as follows:]** **APPENDIX L – BENEFIT CONTINUATION** **D.** In most circumstances, an employee may be required to use any accrued vacation, personal days, and sick time during any unpaid portion of Family Medical Leave granted, providing this does not interfere with Workers' Compensation benefits or eligibility for IMRF disability benefits. FMLA leave will run concurrently with any other applicable leave. For instance, IMRF disability or Workers' Compensation leave will be simultaneously designated as FMLA leave as well, if the leave is also FMLA qualifying. **E.** The County will provide basic life, medical and dental insurance coverage to an employee who is on Family Medical Leave at the current employee	

rate. If an employee is off work after exhausting their twelve (12) weeks of Family Medical Leave, the employee will be responsible for the entire premium, from that point forward. Notwithstanding the foregoing, employees who are absent from work due to an injury in the line of duty shall continue to be provided medical and dental insurance coverage at the then-current rate for employee premium co-payments, so long as such employee is receiving compensation pursuant to the Public Employee Disability Act (5 ILCS 345/0.01 *et seq*.). If an employee fails to pay their share of the premium, coverage may be canceled.	
F. Under certain circumstances, an employee may take Family Medical Leave intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule.	
G. If Family Medical Leave is for birth and infant care, or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval. The County's approval is not required for intermittent leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.	
H. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment during non-working business hours so as not to unduly disrupt the operation of the department.	

I. Spouses employed by the County may be limited to a combined total of twelve (12) weeks of Family Medical Leave for birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who has a serious health condition. In the situation where the husband and wife have both used a portion of the total twelve (12) weeks of Family Medical Leave, for birth and care of a newborn child or for placement of a child for adoption or foster care, each would be entitled to the difference between the amount they have taken individually for other purposes.	
J. An expectant mother is entitled to FMLA leave for incapacity due to pregnancy, for prenatal care, or for her own serious health condition following the birth of the child. Circumstances may require that FMLA leave begin before the actual date of birth of a child. An expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work. The mother is entitled to leave for incapacity due to pregnancy even though she does not receive treatment from a health care provider during the absence, and even if the absence does not last for more than three (3) consecutive calendar days.	
K. A husband is entitled to FMLA leave if needed to care for their pregnant spouse who is incapacitated or if needed to care for her during her prenatal care, or if needed to care for the spouse following the birth of a	

child if the spouse has a serious health condition.	

Issue 3. Section 12.5 - Sick Leave Payout at Separation

Employers' Proposal	Union Proposal
Delete, as this topic is addressed in Section 12.4, as proposed by the Employers.	Status quo.

Issue 4. Section 13.10 - Benefit Continuation

Employers' Proposal	Union Proposal
Status Quo.	While an employee is on a Family Medical Leave (FMLA), the County will provide medical and dental insurance coverage at the current employee rate. If an employee continues to be off of work and is not qualified for Workmen's Compensation benefits or benefits under PEDA (Public Employees Disability Act) that employee shall be afforded all light duty considerations as described in Paragraph 19.9 herein. Medical insurance shall continue to be provided to all employees on light duty or who are qualified for PEDA at the same rate of contribution as other members of the Chapter. During an absence of longer than thirty (30) consecutive days, the employee will not accrue vacation or sick time, nor will the employee be

	eligible for holiday pay after the 30th day of a non-occupational disability leave, except employees qualifying for PEDA shall be allowed to continue to accrue vacation and sick leave for so long as they qualify for those benefits (typically one year). If covered under Worker's Compensation, all benefits (medical and dental insurance, sick leave and vacation accrual and holiday pay) will continue uninterrupted, as they are part of the member's compensation.

Issue 5. Section 14.2 – Normal Work Hours

Employers' Proposal	Union Proposal
The current normal work hours in effect for employees are described in the paragraphs which follow. The normal work schedule for Detectives, FIU Detectives, Civil Unit, Warrant Unit, Community Resource Unit, and Court Security Deputies shall consist of eight (8) hour shifts, as specified in the following paragraphs, such that the employee is normally scheduled for eighty (80) hours of work in a 14-day work period, in accordance with the provisions of Section 7(k) of the Fair Labor Standards Act. The normal work schedule for Patrol Deputies shall consist of twelve (12) hour shifts, as specified in the following paragraphs, such that the employee is normally scheduled to work one hundred sixty (160) hours in a twenty-eight (28) day work period, in accordance with the provisions of Section 7(k) of the Fair Labor Standards Act. The normal work schedule for Gang Suppression/ Problem Solving Unit (SR-22) shall consist of ten (10) hour shifts, as specified in the following paragraphs, such that the employee is normally scheduled for eighty (80)	The current normal work hours in effect for employees are described in the paragraphs which follow. The normal work schedule for Detectives, FIU Detectives, Civil Unit, Warrant Unit, DUMEG, Community Resource Unit, BATTLE and Court Security Deputies shall consist of eight (8) or ten (10) hour shifts, as specified in the following paragraphs, such that the employee is normally scheduled for eighty (80) hours of work in a 14-day work period, in accordance with the provisions of Section 7(k) of the Fair Labor Standards Act. The normal work schedule for Patrol Deputies shall consist of twelve (12) hour shifts, as specified in the following paragraphs, such that the employee is normally scheduled to work one hundred sixty (160) hours in a twenty-eight (28) day work period, in accordance with the provisions of Section 7(k) of the Fair Labor Standards Act. The normal work schedule for Gang Suppression/ Problem Solving Unit (SR-22) shall consist of ten (10) hour shifts, as specified in the following paragraphs, such that the employee is normally

hours of work in a 14-day work period, in accordance with the provisions of Section 7(k) of the Fair Labor Standards Act. The normal schedule for DUMEG shall consist of either eight (8) hour or ten (10) hour shifts, such that the employee is normally scheduled for eighty (80) hours of work in a fourteen (14)-day work period, in accordance with the provisions of Section 7(k) of the Fair Labor Standards Act. Except in an emergency, changes in the current normal work days, work schedules or work period may only be made by the Sheriff or his designee(s) as provided in this Article and such changes shall not be made to solely avoid the payment of overtime; provided that changes necessary to accommodate training shall be deemed not to be made solely to avoid the payment of overtime.	scheduled for eighty (80) hours of work in a 14-day work period, in accordance with the provisions of Section 7(k) of the Fair Labor Standards Act. Except in an emergency, changes in the current normal work days, work schedules or work period may only be made by the Sheriff or his designee(s) as provided in this Article and such changes shall not be made to solely avoid the payment of overtime.

Issue 6. Section 14.3 - Work Schedules by Unit

Employers' Proposal	Union Proposal
PATROL: Work twelve (12) hour shifts. Available current shifts for Members assigned to the patrol division, based on shift bidding as outlined below, are: DAYS: 0500 – 1700 AND 0600 – 1800 POWER: 1500 – 0300 (which may be modified by the Employers to 1700-0500) MIDNIGHT: 1800 – 0600 The current 12-hour schedule is based on 84 hours worked during a two (2) week period and allows for four (4) hours of duty reduction time (DRT time). The DRT time may be taken in one (1) hour increments, unless otherwise approved by the employee's supervisor, during the period earned, subject to approval by the shift Watch Commander and may not be taken in the middle of a scheduled shift.	**PATROL**: Work twelve (12) hour shifts. Available current shifts for Members assigned to the patrol division, based on shift bidding as outlined below, are: DAYS: 0500 – 1700 AND 0600 – 1800 POWER: 1500 – 0300 MIDNIGHT: 1800 – 0600 The current 12-hour schedule is based on 84 hours worked during a two (2) week period and allows for four (4) hours of duty reduction time (DRT) time. The DRT time may be taken in one (1) hour increments, unless otherwise approved by the employees supervisor, during the period earned, subject to approval by the shift Watch Commander and may not be taken in the middle of scheduled shift. Availability of time off will be based on LEB seniority. In the event an

Availability of time off will be based on LEB seniority. In the event an affected Deputy is not able to take his/her DRT time off, said deputy shall be paid those DRT hours at the Deputy's straight time rate of pay. DRT hours are not subject to roll over from pay period to pay period. In the event a Deputy is mandated to stay during scheduled DRT time, the Deputy shall be paid at their overtime rate for the time that they actually were mandated to work and the DRT time shall not be carried over. **DETECTIVE:** Work eight (8) hours shifts. Mon – Fri Normal schedule is 0800-1600 or 1500-2300 or, as deemed necessary for the operational needs of the Office. **FIU DET:** FIU Detectives will work a rotating schedule consisting of five (8) hour shifts. The work schedule will be developed by the FIU members in order to provide 24 hour a day seven days a week coverage, including a Detective on call for the County Coroner, and a Detective on call between 0001 hours and 0700 hours. The number of weeks in rotation will depend on the number of FIU Detectives in the Unit. The Unit Supervisor and/or the LEB Chief will approve the schedule. **TOWNSHIP:** Employees in the patrol division may be assigned to work hours in specific Townships, as designated by the contract agreements with those Townships. Currently the Sheriff's Office has Township assignments that have 8 or 12 hour shifts, subject to agreement with the Township. Deputies assigned to these townships shall work the shift lengths that are agreed upon by the Office and the Township for operational needs. **SR22 / Gang** Normally scheduled to ten (10) hour shifts with rotating days off	affected Deputy is not able to take his/her DRT time off said deputy shall be paid those DRT hours at the Deputy's straight time rate of pay. DRT hours are not subject to roll over from pay period to pay period. In the event a Deputy is mandated to stay during scheduled DRT time, the Deputy shall be paid at their overtime rate for the time that they actually were mandated to work and the DRT time shall not be carried over. **DETECTIVE:** Work eight (8) hours shifts. Mon – Fri. Normal schedule is 0800-1600 or 1500-2300 or, as deemed necessary for the operational needs of the Office. Detectives' work hours may be changed if mutually agreed upon by division management and unit members. This includes changing to a 10 hour work day. DETECTIVES AND FIU DETECTIVES When "called out" shall be paid from the time of the call out until the time signed off. A minimum of three (3) hours compensatory or overtime shall be paid for each "call out". **FIU DET:** FIU detectives will work a schedule developed by the members of the FIU unit and their supervisor in order to provide adequate coverage for that unit. **TOWNSHIP:** Employees in the patrol division may be assigned to work hours in specific Townships as designated by the contract agreements with those Townships. Currently the Sheriff's Office has Township assignments that have 8 or 12 hour shifts, subject to agreement with the Township. Deputies assigned to these townships shall work the shift lengths that are agreed upon by the Office and the Township for operational needs. **SR22- Gang** Normally scheduled to ten (10) hour shifts with rotating days off and subject

Suppression Unit: Normal work shift of 1500-0100. **CIVIL UNIT (Paper Service), WARRANT UNIT, DUMEG & COMMUNITY RESOURCE UNIT** Typically these positions are working an eight (8) hour shift and their schedules vary, depending on their position. **JOB ASSIGNMENTS WITHIN COURT SECURITY** Screening (including juvenile transport) Master Control/Prisoner Escort Courtrooms (including field courts) Explosive Detection K9 Handler(s) **Work Schedules within the Court Security Unit** Screening/Explosive Detection 1st shift: 0630-1430 0700-1500 0730-1530 0800-1600 0830-1630 Screening/Explosive Detection 2nd shift 1100-1900 1200-2000 1130-1930 Master Control/Prisoner Escort 0500-1300 0600-1400 0730-1530 0830-1630 0800-1600 Courtrooms 0800-1600 0830-1630 Meal and rest breaks shall be taken in accordance with current policy and procedure, and as are currently enjoyed by the bargaining unit members.	**Suppression Unit:** to flexibility in hours. Normal work shift of 1500-0100. **CIVIL UNIT (Paper Service), WARRANT UNIT, DUMEG, COMMUNITY RESOURCE UNIT & BATTLE** Typically these positions are working an eight (8) hour shift and their schedules vary depending on their position. **JOB ASSIGNMENTS WITHIN COURT SECURITY** Screening (including juvenile transport) Master Control/Prisoner Escort Courtrooms (including field courts) Explosive Detection K9 Handler(s) **Work Schedules within the Court Security Unit** Screening/Explosive Detection 1st shift: 0630- 1430 0700- 1500 0730-1530 0800-1600 0830-1630 Screening/Explosive Detection 2nd shift 1100-1900 1200-2000 1130-1930 Master Control/Prisoner Escort 0500- 1300 0600-1400 0730-1530 0830-1630 0800-1600 Courtrooms 0800-1600 0830-1630

	Meal and rest breaks shall be taken in accordance with current policy and procedure, and as are currently enjoyed by the bargaining unit members. Members are allowed to use their meal/rest breaks for personal activities as long as they are able to respond to a call for service in an appropriate time frame.

Issue 7. Article XV – Automobiles

Employers' Proposal	Union Proposal
Status quo.	The Sheriff may provide to employees an automobile for use on official Sheriff Business. If provided, such automobile must be used in accordance with rules and regulations established by the Sheriff in affect *[sic]* at the time of ratification/award of this agreement and those rules and regulations shall remain in full force and effect until changes are negotiated in good faith between the parties or, in the case of impasse, arbitrated to resolution. ~~, which may be changed at any time by the Sheriff.~~ Members that have been assigned a squad car shall be allowed to operate a squad car assigned to a different member as long as that member allows it, and the vehicle is operated in accordance with the rules and regulations established by the Sheriff, radio *[sic]* shall be immediately notified of such changes and usage. When detectives are on call they may take their assigned vehicle to their residence.

Issue 8. Section 18.5 – Stipends

Employers' Proposal	Union Proposal
Pager Stipend – Members in the Special Operations Unit / Hazardous Devices Unit / Explosive Detection K9 Unit / Detective Division / F.I.U. shall receive a stipend of $25.00 ($30.00, effective 12/1/17) for each week on call. 1. Payment shall be for actual restricted time only	Pager Stipend – Members in the Special Operations Unit / Hazardous Devices Unit / Explosive Detection K9 Unit / ~~Detective Division / F.I.U.~~shall receive a stipend of $25.00 ($50.00) for each week on call. Additionally, detectives and FIU members will be compensated at two (2) hours of compensatory time or overtime for each day on call.

2. Member may only be paid one stipend for the same period of restricted time 3. Payment shall be made annually on the member's anniversary date. Collateral Assignment Pay – Designated Patrol Evidence Technicians shall receive a stipend of $25.00 a week. Payment shall be made annually on the member's anniversary date.	1. Payment shall be for actual restricted time only 2. Member may only be paid one stipend for the same period of restricted time 3. The stipend payment shall be made annually on the member's anniversary date. B. Collateral Assignment Pay – Designated Patrol Evidence Technicians shall receive a stipend of $25.00 a week. Payment shall be made annually on the member's anniversary date.

Issue 9. Section 18.6 (NEW) - Deputy in Charge Pay/FTO Stipends

Employers' Proposal	Union Proposal
Status quo.	Members that are "Acting Corporal" (A/C), that are performing the functions of a Corporal, who are not a Corporal, whether assigned to JOF (Courthouse) or LEB (Patrol), shall receive one and one-half hours (1.5) overtime pay or compensatory time, at the members discretion, for each shift worked in that capacity. Unit Training Officers in court security shall receive 2 additional days off each calendar year, as outlined in CTS 8-73.1.2, from the Sheriff's general orders.

Issue 10. Article XXV- Entire Agreement

Employers' Proposal	Union Proposal
Status quo.	This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to

	any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as otherwise specifically provided herein, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours of work or terms and conditions of employment.

Issue 11. Appendix G – PER 1-1 Sick Leave

Employers' Proposal	Union Proposal

Issue 12. Appendix J – Occupational Disability/Workers Compensation

Employers' Proposal	Union Proposal
Status quo.	**WORKERS' COMPENSATION** **POLICY** It is the policy of DuPage County to follow State and Federal laws that provide Workers' Compensation for employees who experience job related injuries or illnesses. **ELIGIBILITY** • All employees regardless of employment status. **GUIDELINES** **A.** Workers' Compensation is a statutory requirement provided by law to all eligible workers who sustain job-related injuries or illnesses. Guidelines and procedures are

in accordance with state and federal requirements of the Workers' Compensation Act.

B. Eligible employees are entitled to receive benefits for compensable work-related injuries or illnesses. Benefits include payment for all medical and rehabilitative care and, in cases that involve lost time, Temporary Total Disability benefits (TTD).

C. n employee who is unable to work as the result of a work-related injury or illness will be placed on Family Medical Leave and shall continue to receive all employer provided benefits including, but not limited to, health insurance.

D. The Human Resources Department works with a third party administrator to administer Workers' Compensation Benefits.

PROCEDURES

1. An employee who sustains a work-related injury is required to notify their supervisor immediately. If the supervisor is not immediately available, the employee must contact the Department Head or the Human Resources Department to record the work related incident. If necessary, the employee will be sent for medical treatment. A post-accident drug and/or alcohol test may be required of all employees requiring medical treatment. Positive drug and/or alcohol tests will be subject to disciplinary action, not to exclude termination for a first offense in compliance with Personnel Policy 6E: Drug Free Workplace.

2. The employee will complete the Employee Statement of Injury/Illness as soon as possible. The supervisor will complete the Supervisor's Statement of Injury/Illness, and in cases where medical services are rendered will also complete the Form 45. If an employee refuses medical treatment, the supervisor should document the employee's refusal. Forms are available from the Human Resources Department and on the County intranet under Human Resources/Worker's Compensation.

3. The employee is responsible for informing the treating physician that the injury is work-related and that all claims

	should be forwarded to the Human Resources Department. The claim is then submitted to the third party administrator for review. **4.** Follow up visits, physical therapy, etc., should be scheduled during working hours when practical. . The employer will make reasonable accommodations to flex work hours to allow follow-up medical care. **5.** Employees who receive Temporary Total Disability (TTD) benefits are not eligible for IMRF disability benefits. However, the employee should contact IMRF if they will be unable to work for thirty (30) or more days in order to maintain service credits and death benefits. (Personnel Policy 3C: Illinois Municipal Retirement Fund/IMRF) **6.** The employee is responsible for notifying their supervisor or the Human Resources Department when they are released to return to work from a work-related injury or illness. Written notice from the physician, specifying work restrictions, if any, is required before the employee can return to work. **7.** The Human Resources Department can be contacted at any time to obtain necessary forms or to receive clarification of Workers' Compensation procedures. **[The Union also adds the provisions of the Public Safety Employee Benefits Act (820 ILCS 330/1 *et seq.*) and the provisions of the Public Employee Disability Act (5 ILCS 345/1 *et seq.*). (Actual language omitted.)]**

Issue 13. Appendix L – Benefit Continuation

Employers' Proposal	Union Proposal
Status quo.	**A**. In most circumstances, an employee may be required to use any accrued vacation, personal days, and sick time during any unpaid portion of Family Medical Leave granted, providing this does not interfere with Workers' Compensation benefits or eligibility for IMRF disability benefits. FMLA leave will run concurrently with any other applicable leave. For instance,

	IMRF disability or Workers' Compensation leave will be simultaneously designated as FMLA leave as well, if the leave is also FMLA qualifying. **.** The County will provide basic life, medical and dental insurance coverage to an employee who is on Family Medical Leave at the current employee rate, at the same level as was previously given to the affected employee. . The County shall continue to provide such insurance benefits that the affected employee was receiving until said employee qualifies for disability benefits or is returned to work. **C.** Under certain circumstances, an employee may take Family Medical Leave intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. **D.** If Family Medical Leave is for birth and infant care, or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval. The County's approval is not required for intermittent leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition. **E.** When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment during non-working business hours so as not to unduly disrupt the operation of the department. **F.** Spouses employed by the County qualify for twelve (12) weeks of Family Medical Leave. .

	G. An expectant mother is entitled to FMLA leave for incapacity due to pregnancy, for prenatal care, or for her own serious health condition following the birth of the child. Circumstances may require that FMLA leave begin before the actual date of birth of a child. An expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work. The mother is entitled to leave for incapacity due to pregnancy even though she does not receive treatment from a health care provider during the absence, and even if the absence does not last for more than three (3) consecutive calendar days. **H.** A husband is entitled to FMLA leave if needed to care for their pregnant spouse who is incapacitated or if needed to care for her during her prenatal care, or if needed to care for the spouse following the birth of a child if the spouse has a serious health condition. **I.** Any member who sustains any injury while performing any law enforcement related activity, training, regardless of location or duty status and including any actions taken against an officer, shall continue to receive healthcare coverage and shall not be required to pay for continuing healthcare coverage beyond the amount of any employee contribution that the injured member paid before the injury. The County shall continue to pay its contribution for continuing health coverage for any member who sustains any such injury during the duration of the disability.

POSITIONS OF THE PARTIES

Although the parties did not agree on which were the economic and non-economic issues, the Employer asserts twelve economic and one non-economic issue. Section 14 requires that a Final Offer be selected on the economic issues. The Employer contends that its Final Offers should prevail because they are closest to what the parties would have negotiated had negotiations not reached an impasse.

The Employer reminds that the statutory factors are neither ranked nor assigned a value. Further, the hearing was held on February 17, 2017 and the record was closed. Although a mediation occurred on May 16, 2017, the record was not re-opened and new evidence should not be considered.

As external comparables, the Employer and Union proposed six and four counties respectively. The agreed counties are Kane, Lake, Will, and McHenry. The parties disagree about Kendall and DeKalb counties. The Employer determined their six counties by selecting counties within twenty miles of DuPage and with over 100,000 inhabitants and examining seven economic factors. These criteria focused on annual county revenue and residents' wealth. The Employer continues that although it is not arguing an inability to pay, there is a significant amount of deficit spending in DuPage County. Further, the CPI is an important factor and has been below 2%.

The Employer also argued that the Agreement and subsequent arbitration decision prohibit a past practice argument from either side and urge rejection of any claims to a past practice.

The Union maintains that four statutory factors do not apply. There is no question about lawful authority, there has been no substantial change in either parties' circumstances, there is no claimed inability to pay, and the CPI has been so low as to be inconsequential. The remaining five factors are: stipulations of the parties; interest and welfare of the public; comparison of wages, hours, and condition of other employees; overall compensation of affected employees; and the other normal factors considered in interest arbitrations.

There are four comparable counties upon which the parties agree. The Employer's additional two counties, DeKalb and Kendall, should be rejected because they are too small, too far away, and have a different cost of living.

The Union continues that the only internal comparables are the public safety units. The civilian bargaining units have no right to strike and arbitrators agree that they are not comparable to law enforcement bargaining units.

SUMMARIES OF ARGUMENTS ON THE OPEN ISSUES

Comparable Communities

Kane, Lake, Will and McHenry County are undisputed. The parties dispute whether Kendal and DeKalb are comparable communities. *City of Peru and Illinois Fraternal Order of Police*, (Berman, 1995), stands for the proposition that "[g]eographic proximity and comparable population are the primary factors used to determine comparability. But these factors only establish the baseline from which comparisons may be drawn." Citing these criteria, the Employer identified counties within twenty miles of DuPage.

The Employer prepared the following chart based upon census data.

Population of Counties within 20 miles of DuPage County

County	Population
Lake	703,910
Will	687,263
Kane	530,847
McHenry	307,343
Kendall	123,355
DeKalb	104,352
Grundy	50,437

Grundy County was eliminated by the Employer due to only having a sliver of area within twenty miles of DuPage. The six remaining counties were categorized by the Employer using seven economic criteria on a per capita basis. Highlighted categories indicate being within +/- 50% of DuPage for the respective category. The Employer offers no explanation for +/- 50% of DuPage County's value.

Employer Chart on Comparable Economic Data

County (pop.)	General Fund Revenue Per Capita	General Fund Balance Per Capita	Sales Tax Revenue Per Capita	Property Tax Revenue Per Capita	Equalized Assessed Valuation Per Capita	Per Capita Income	Median Household Income
DeKalb (104,352)	$258.18	$78.68	$45.25	$204.53	$16,245	$24,025	$54,101
DuPage (933,736)	**$189.55**	**$74.88**	**$104.27**	**$72.71**	**$34,811**	**$39,336**	**$79,658**
Kane (530,847)	$159.11	$115.80	$60.72	$101.04	$21,919	$31,056	$70,696
Kendall (123,355)	$184.89	$143.27	$106.96	$164.77	$20,498	$31,053	$84,385
Lake (703,910)	$227.39	$178.58	$84.78	$220.48	$32,173	$39,299	$78,026
McHenry (307,343)	$277.92	$155.42	$65.03	$246.62	$22,561	$33,735	$77,222
Will (687,263)	$276.14	$123.71	$35.64	$170.78	$26,234	$31,310	$76,101

DuPage has approximately 933,700 residents. DeKalb County has slightly more than 100,000 residents making DuPage County nearly nine times the population of DuPage. Applying the Employer's +/-50% used for economic factors, DuPage County's population size does not compare to DuPage County. Further, DeKalb County is largely rural. Moreover, DeKalb only comes within 50% of DuPage on four of the seven criteria – and comes in significantly behind DuPage in the two critical criteria of per capita income and median household income. The Union's argument of being too far away and having a different cost of living is a valid argument. DuPage County is not a comparable community.

Kendall County has geographic proximity to DuPage County because it is an adjacent county. It is a lightly populated rural county compared to DuPage County with approximately 15% the population of its non-rural neighbor. However, when the criteria for Kendall County are compared to Kane County, the criteria are close, with Kendall eclipsing Kane in five of the criteria, tying on one, and being slightly behind on per capita EAV. Although lightly populated, Kendall is the southwest neighbor of DuPage and betters most of the criteria of agreed comparable Kane County. Kendall County is a comparable community.

The comparable counties are Kane, Kendall, Lake, McHenry and Will Counties.

Open Issues

Issue 1. Section 12.2 - Sick Leave Accrual

The Employer argues that this section should be eliminated due to the Employer's breakthrough Section 12.4 proposal that addresses, among other things, sick leave accrual. The Union's status quo Final Offer should be rejected.

The Union contends that the status quo should be maintained because the Employer cannot satisfy the breakthrough test. The Employer has not established (1) the old system and procedure has not worked as anticipated when originally agreed to; or (2) that 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 at the bargaining table to address these problems.

Issue 2. Section 12.4 - Sick Leave Payout

The Employer contends that their breakthrough Final Offer should be adopted because: (1) the existing system is not working as anticipated; (2) the existing system has created operational hardship for the employer or equitable hardship for the union; (3) the party opposing the change has resisted attempts to negotiate the issue; and (4) the Employer has offered a quid pro quo.

The Employer explains that a change in Illinois law has created a substantial liability for the County. Under the June 2011 arbitrated Agreement, pre-2005 hires could receive payment for unused sick days up to 2,000 hours. This redemption could occur during the twelve months prior to retirement. That payment was then used to calculate employee pay for pension purposes and produced, what the Employer calls, a pension spike. Post-2005 hires with at least eight years of service would receive a payment upon separation.

The Employer states at Brief p. 48:

> [U]pon the effective date of the parties' initial contract in June 2011, the Employers were not required to make any specific payments to IMRF that were attributed to the increases in members' pensions caused by the sick leave payouts.
>
> However, effective August 26, 2011, Public Act 97-609 amended 40 ILCS 5/7-172, by adding paragraph (h), which required employers to pay to IMRF an additional lump sum, if the amount of a retiree's income for any of the 12 month periods used to determine his pension exceeded that employee's 12 month reported earnings for the previous year by the greater of 6% or 1.5 times the annual increase in the Consumer Price Index-U. (40 ILCS 5/7-172(k)). (Ers.Ex. 45). (Since the increase in the CPI-U has not exceeded 6% since 2011, for purposes of brevity, this shall simply be described as the increase in pensionable earnings above 6%.) In other words, if the employee's pension was spiked by more than 6%, the employer would have to make an additional lump sum payment to IMRF. If an employee was the recipient of a pension spike, then the public employer would be required to pay an amount equal to the present value of the increase in the pension that is in excess of the 6% increase ("accelerated payment"). *Id*.

> The Employers did not have to immediately begin paying this accelerated payment, since Public Act 97-933, which became effective August 10, 2012, amended the effective date of Public Act 97-609 to January 1, 2012. This amendment also provided public employers a temporary safe harbor, by adding language that paragraph (k) did not apply to earnings increases paid to individuals under collective bargaining agreements entered into, amended, or renewed before January 1, 2012. *Id.*

According to the Employer, the CBA expired and as a result, they are now liable for the increased pension payments for employees who redeem their sick time in the last year of employment or upon separation. In short, including the sick leave payout in final year earnings has resulted in a substantial liability for the County that was not part of the law when the parties entered into the prior CBA.

In order to remedy this situation, the Employer proposes a two-tiered Sick Leave payout that other Sheriff's bargaining units currently have. Under that new system, the payout for sick leave accumulated after January 1, 2018, would occur thirty days after retirement or separation. It would still remain at a maximum of 2,000 accumulated hours. The delayed sick leave payout would not be included in the pay calculation for pension purposes and would therefore not implicate the IMRF accelerated payment liability.

Recognizing this as a breakthrough proposal, the Employer states:

> As a *quid pro quo* for the delay of paying out Bank B sick leave, the Employers have offered to modify both Sections 13.10 and Appendix L, by adding language that will extend the Employers' obligation to pay a portion of the health insurance premiums for the entire period that an employee is off duty on Public Employee Disability Act (PEDA) leave. (5 ILCS 345/1 *et seq.*). This could result in the Employers continuing to pay their share of the health insurance premium for 40 or more additional weeks, depending on when FMLA leave is exhausted.

The Employer points out that the Union seeks changes to Section 13.10 and Appendix L, as well as Section 16.1 and Appendix J, to extend Employer health insurance payments. The Employer also cites the PBLC unit as the comparable internal unit. The PBLC agreed to the A-B Sick Leave bank in their CBA with a limitation of 960 accumulated hours.

The Employer also contends that the health insurance obligation will begin immediately whereas the Sick Leave payout will not realize any substantial savings for years. Twenty-two

members have more than 1,000 accumulated Sick Leave hours and 35 have more than 500 hours. These would be held in the A bank and new hours would be in the B bank.

The Employer contends that the Union has resisted attempts to negotiate an A-B bank with the following statement by the Union attorney: "we had talked about trading off a grandfathered A/B Bank for some sort of light duty, but that never came to fruition. Light duty is an issue that's coming up. . . ." (Tr. 46). The Employer continues that the parties reached agreement on a light duty Union proposal for Section 19.9 following mediation.

The Employer predicts that the Union will argue that the PBLC members received a substantial amount of retroactive pay as a quid pro quo for agreeing to the A-B bank. According to the Employer, the PBLC filed for mediation in 2012 and were paid backpay to that date.

The Employer also argues that their mistake or oversight resulted in substantial backpay payments for six or seven employees because the Sheriff's Department hire date was used to calculate seniority-based placement on the wage schedule. Former telecommunicators who became sworn members had significant movement on the wage scale and account for the large backpay amounts for certain PBLC members.

The Employer cites the statutory factors in support of its breakthrough Final Offer. The external comparables all have much lower Sick Leave payouts upon retirement with the maximum being less than half of DuPage's payout. The internal comparables include the PBLC unit discussed above and the telecommunicators. The telecommunicators' initial contract followed the County policy of freezing Sick Leave prior to 2011 into an A Bank and post-2011 Sick Leave into a B bank that can be used but has no value. Unlike the other County bargaining units, the PBLC and MAP units B Bank would have monetary value and could be paid out – albeit 30 days after separation.

The Employer also argues that the interests and welfare of the citizens favor the Employer's Final Offer. Prior to the new legislation, there were no consequences for a "pension spike" from paying out sick leave up to 2.000 hours. However, there is now an enormous liability for the Employer to continue as it had previously operated.

The Union counters that the status quo must be maintained. This is a breakthrough issue and the Employer cannot meet the standards for a breakthrough offer to be awarded. The Union

cites *Village of Skokie & IFOP Labor Council* S-MA 12-124 (Perkovich 2013) and other awards for the proposition that the party advocating for a breakthrough must show: (i) a substantial and compelling need; (ii) a demonstration that the status quo has failed to work; (iii) a demonstration of inequity to the bargaining unit; (iv) whether the other party has resisted attempts to bargain the issue; and (v) whether the breakthrough party has offered a quid pro quo.

The breakthrough analysis must be applied before the Section 14(h) factors can be considered. The Union reminds of the caveat that a party should not get in interest arbitration what they would not get in traditional labor negotiations.

The Union continues that the non-public safety bargaining units are improper comparables. Further, the Corrections unit is also inappropriate because they agreed to the A-B Sick Bank and it was not an arbitrated issue decided in an interest arbitration. The Corrections unit also got additional retroactive pay to which they were not entitled.

The Union also maintains that the Employer's proposal would adversely affect the pension benefits and payout for sick days of employees that has been the status quo for decades.

The Union further argues that the breakthrough criteria have not been met by the Employer. First, there has been no showing that the current system does not work. Second, the Union places strong emphasis on the Employer's inability to show the Union resisted attempts to bargain the issue of Sick Leave Payout. The Union argues that it did not resist attempts to argue the issue. Rather, the Employer engaged in bad faith bargaining by simply demanding the change and offering extended health insurance coverage to a small number of deputies. The Union contends that the health insurance coverage would not be an issue if the Employer had not changed the availability of light duty assignments and excluded most members of the bargaining unit who would previously have qualified for light duty.

The Union continues that the Employer cannot show the Union as resisting attempts to bargain the Sick Leave Payout issue because the Employer never discussed the costs with the Union. Instead, the Employer waited until the arbitration hearing to provide cost estimates about the Sick Leave payout but not the cost to the retiring employee. The Employer is not arguing an inability to pay, just a desire not to pay.

The Union offered a negotiated concession to the Employer for a wage TA – a concession not mentioned by the Employer. The Union offered the replacement of Court Deputies with Court Security Officers thereby saving the Employer nearly $25.00 an hour in payroll.

The Union concludes that there is no quid pro quo. All the Employer offers is a health insurance continuation to a small group of employees in return for adversely affecting the pension benefits of every member of the bargaining unit.

Issue 3. Section 12.5 - Sick Leave Payout at Separation

The Employer seeks to delete this section due to incorporating it into their breakthrough offer for Issue 2. The Union adopts the same argument for Section 12.4, 12.5, and Appendix G.

Issue 4. Section 13.10 - Benefit Continuation

This section is part of the quid pro quo for the Employer's breakthrough Final Offer. The Employer argues for the status quo unless their breakthrough Final Offer is adopted. Further, the Union's Final Offer satisfies neither the breakthrough analysis nor the requirements of Section 14.

The Union maintains that, for the first two years of the CBA, no bargaining unit member was ever denied light duty when they were cleared for light duty. However, the Union now seeks this change to the benefit continuation due to the Employer's change to light duty. The Union wants light duty offered to those with non-duty injuries and also wants those qualified for Workers Comp or PEDA to have the same contribution as working Department members – benefit continuation being something the members would not need to use if Light Duty options were restored.

Issue 5. Section 14.2 - Normal Work Hours

The Employer argues that their Final Offer contains minor changes that reflect which units work eight hours, which units work ten hours, and the elimination of references to a disbanded unit. The Employer should be allowed to change work assignments for training – as is done in all the comparable counties. The Employer continues that the Union's Final Offer is a breakthrough proposal and that the breakthrough criteria have not been satisfied.

The Union argues that its proposal seeks to maintain the status quo to include ten hour assignments for those who currently work them. The Union also seeks to avoid language that

allows the Department to move assignments for training and thereby eliminate overtime opportunities.

Issue 6. Section 14.3 - Work Schedules by Unit

The Employer argues that their proposal is the more reasonable. According to the Employer, the Final Offer allows the Sheriff to change the start time of the Power Shift. The Sheriff already possesses the authority pursuant to Section 14.4. The Employer continues that the Union's Final Offer should be rejected because it introduces new payments for detectives and does not satisfy the breakthrough analysis.

The Union argues that there proposal is the more reasonable because it would allow the detectives and their supervisors to agree upon a work schedule. Detectives would receive either three hours comp time or overtime pay for every callout. The Union also seeks to codify the current courthouse schedule and allow for deputies to use meal breaks for personal business if they remain available to respond to calls.

Issue 7. Article XV - Automobiles

The Employer seeks the status quo because the right to manage Department vehicles is a management right of the Employer. The Union's Final Offer should be rejected because it restricts the Sheriff's ability to assign and manage Department property.

The Union seeks to have deputies trade squads when needed and to notify dispatch of the change. The Union states that this was the prior practice of the Department.

Issue 8. Section 18.5 - Stipends

The Employer proposes increasing the pager stipend from $25 to $30 per week. The Employer cites their Final Offer as the more reasonable than the Union's proposal to double the pager stipend and pay on-call FIU and on-call Detectives a two-hour daily stipend of overtime or comp time. According to the Employer, the Union's Final Offer would raise the annual cost of the stipend from $1300 to between $30,000 and $48,000. The statutory factors favor the Employer's proposal.

The Union proposes increasing the Special Operations Unit, Hazardous Devices, and Canine Unit from $25 a week to $50 week, on call detectives and members of FIU would receive two hours of comp time or overtime pay when on call, and patrol ETS would receive $25 a week.

This proposal compares to stand-by pay for Courthouse deputies and is similar to the comparable communities.

Issue 9. Section 18.6 (NEW) - Deputy in Charge Pay/FTO Stipends

The Employer's Final Offer is status quo. The Union has not established a need for this new section because deputies do not act up as FTOs in the absence of an FTO. Further, courthouse deputies assume the lunch and break scheduling function of the corporal in the corporal's absence. It is one small task and does not warrant acting up pay because courthouse deputies have less duties than LEB deputies. The Employer also argues that the courthouse corporals already get two days off per year and there is no valid reason for two more. Those two days are preserved in the General Orders and cannot be removed.

The Union's Final Offer seeks to pay deputies when they are acting-up as corporals. Corporals have a separate pay scale. The Department has the discretion to assign deputies to assume the duties of a corporal. Acting-up deputies are responsible for managing the deputies at their posts, ensuring adequate deputy coverage of assignments, act as the first line of supervision, and follow the orders of the sergeant.

The Union's Final Offer also seeks to preserve the two days the FTOs receive. Although they are in the GOs, the Union seeks them added to the CBA.

Issue 10. Article XXV - Entire Agreement

The Employers seek the status quo citing internal and external comparables in support of this non-economic permissive subject of bargaining. The Employer states that the implications of past practice is at the core of this Section.

The Union wants to cite past practice and the Employer does not. In support, the Union points to the contentious relationship between the parties.

Issue 11. Appendix G, PER 1-1 – Sick Leave

The Employers seek to delete Appendix G as part of their quid pro quo offer on Sick Leave payout as discussed above. The Union seeks status quo and cites their deconstruction of the Employer's breakthrough proposal cited above.

Issue 12. Appendix J – Occupational Disability/Worker's Compensation

The Employer conditions its offer on the quid pro quo. If the Employer's Final Offer on Section 12.4 is awarded, then employee health benefits will be paid by the County through the FMLA and PEDA periods. If the Employer's offer is not awarded for the Section 12.4 breakthrough, then status quo should remain.

The Union's Final Offer inserts PSEBA and PEDA language, continues health care for employees on workers comp, continues benefits for members on a worked-related illness or injury, and provides flex hours for employees for follow-up medical care.

Issue 13. Appendix L – Benefit Continuation

The Employer argues for status quo unless the Final Offer for Section 12.4 is awarded. If so, then the Employer's new Appendix L is included. The Employer continues that the Union's Final Offer must be rejected due to internal conflicts and unreasonable extensions of benefit coverage.

The Union seeks benefit continuation for members injured whether on or off-duty.

ANALYSIS

In interest arbitration, significant gains are meant to be the rarity. It is generally accepted that parties should not make gains at arbitration that they could not get at the bargaining table via face–to–face negotiations. As Arbitrator Bierig recently noted in 2013:

> If an arbitrator awards either party a wage package which is significantly superior to anything it would likely have obtained through the collective bargaining process, that party is not likely to want to settle the terms of its next contract through good-faith collective bargaining. The temptation and political pressures will be very great to try one's luck again in arbitration in hopes of getting a better deal than is likely available at the bargaining table. City of Chicago & PBLC Unit 156, (Bierig, 2013) at 56.

The statutory factors that must be considered in Illinois public sector interest arbitration are:

> (g) 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 upon the applicable factors prescribed in subsection (h).

(h) Where there is no agreement between the parties ... the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

(1) The lawful authority of the employer.

(2) Stipulations of the parties.

(3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

(4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

(A) In public employment in comparable communities.

(B) In private employment in comparable communities.

(5) The average consumer prices for goods and services, commonly known as the cost of living.

(6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.

(7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties in the public service or in private employment.

While all the statutory factors must be considered, there are four key factors to the analysis: (i) the impact of inflation on the employees' purchasing power – generally measured by the Consumer Price Index; (ii) the pay and benefits received by other similarly situated employees – the "comparables;" (iii) the effect of the final offers on the interests and welfare of the public, and the government's ability to meet the costs after the final offers; and (iv) the effect on the overall compensation of the employees at issue.

<u>Issue 1. (Section 12.2), Issue 2. (Section 12.4) and Issue 3. (Section 12.5) The Employer's Breakthrough Proposal on Sick Day Related Final Offers</u>

The Employer acknowledges that the Final Offer on sick days is a breakthrough proposal. The Employer continues that it has offered a sufficient quid pro quo for the breakthrough proposal on sick days. The Union counters that the breakthrough analysis has not been satisfied because the Employer cannot satisfy the elements of the breakthrough analysis.

If a party is proposing a breakthrough proposal, the breakthrough analysis must be satisfied prior to the application of the 14(h) statutory factors. In order to satisfy the requirements of a

breakthrough proposal, a party seeking a breakthrough must prove: (i) that the existing system is not working as anticipated; (ii) that the existing system has created operational hardship for the employer or equitable hardship for the union; (iii) that the party opposing the change has resisted attempts to negotiate the issue; and (iv) that a quid pro quo has been offered. *City of Countryside and Illinois Fraternal Order of Police Labor Council*, at 11 (Clauss, 2013) citing *County of Kankakee and Illinois Fraternal Order of Police Labor Council*, at 27 (Kohn, 2013).

In the instant matter, the Employer argues that it has satisfied the first element of the breakthrough analysis because it established that the existing system is not working as anticipated. The existing system is not working as anticipated because the statutory payment requirements were not contemplated when the parties executed their first CBA. The Employer agreed to the accumulation of 2,000 hours of sick leave that could be redeemed for cash and applied to the wage basis for pension calculations. In short, the Employer states that it did not mind agreeing to a "pension spike" when it did not cost the Employer any additional money. The Employer is confronting the reality of paying for the "pension spike" – an additional payment that the Employer did not contemplate. Now, the legislature is requiring Employers to pay for "pension spikes" and that payment could be significant.

The Employer also argues that it has satisfied the second element because it will now be responsible for large payments to the IMRF when employees retire. The statutory change has changed the pension landscape and the Employer will have to bear the brunt of that change with significant payments.

The Employer has devoted a substantial portion of its 118 page brief seeking to establish that the first and second elements are satisfied. Assuming, strictly for the purpose of the analysis, that the Employer has established the first two elements, the inquiry then turns to the third element: that the party opposing the change has resisted attempts to negotiate the issue. Arbitrator Perkovich recently addressed this issue as follows:

> First, it is important to remember that Illinois law allows that parties to collective bargaining have the right to engage in hard bargaining so long as they bargain in good faith. Thus, this breakthrough test requires that when one views the parties' course of bargaining he or she must ask whether the party whose conduct is under scrutiny has bargained hard or, has it bargained in such a way that the very premise underlying the breakthrough analysis, i.e., that a breakthrough should be adopted in interest arbitration only when bargaining was futile, is applicable? City of Peoria

& PBPA, S-M-13-144 (Perkovich 2016), citing, City of Highland, S-MA-06-159 (2007)).

The third element examines the bargaining history of the parties. In order to satisfy this element in the instant matter, the Employer needs to show that the Union resisted Employer attempts to bargain the issue. In support of their position on the third element, the Employer's brief states at p. 51:

> The first opportunity that the Employers had to bargain with the Union over the effects of the legislation that implemented subsection (k) was the negotiations for the agreement at issue. The Employers have raised this topic repeatedly in negotiations, but to no avail.

The Employer's brief continues at pp 55-56:

> The record demonstrates that the Union has resisted the Employers' attempts to negotiate a resolution to the newly-imposed financial burden that accelerated payment obligations pose. The record reveals that the Employers made several attempts to bargain a change in the timing of the payout of a portion of sick leave, by creating the A and B Banks. In fact, counsel for the Union testified at the arbitration hearing, "we had talked about trading off a grandfathered A/B Bank for some sort of light duty, but that never came to fruition. Light duty is an issue that's coming up. . . ." (Tr. 46). This demonstrates that the parties attempted to bargain a change in the sick leave payouts by attempting to establish A and B Banks for accumulated sick leave, and by guaranteeing that the timing for payouts of sick leave that had already been accumulated would be grandfathered, so that those payouts would continue to increase pension payouts.

The Employer admits that it raised sick leave payout issue in negotiations and attempted to bargain a change to sick leave payout. Union counsel's statement that "we talked about trading off a grandfathered A/ B Bank for some sort of light duty" is offered in support of the Employer's position that the Union resisted negotiating the change.

An examination of the evidence does not support the Employer's position that the Union refused to negotiate the sick leave payout issue. As shown above, the Employer admits that the parties bargained the issue. However, the parties did not reach agreement. Even taking the evidence in the light most favorable to the Employer for the purpose of this analysis, the most that the parties can show is that they reached impasse on this issue.

The parties being at impasse on an issue does not establish that one party resisted attempts to negotiate the issue – a required element in the breakthrough analysis. Here, the record is devoid

of any evidence that the Union resisted attempts to negotiate the issue. To the contrary, the admissions of the Employer indicate that the Union negotiated, but that no TA was reached on the sick leave payout issue.

The Employer cannot prove the Union's refusal to negotiate and the Employer's breakthrough Final Offer must be rejected. Further, even if the Employer had established that the Union resisted attempts to negotiate the issue, the Employer has not been able to establish the value of the offered quid pro quo. Under the current system, employees are able to redeem up to 2,000 hours of sick leave time and that redeemed time is counted towards pay in the final year of employment. Adding approximately a year of income to the calculation window has a significant effect upon a retiree's pension payment. Although the Employer devotes a substantial portion of their brief to the costs of the sick leave payout to the Employer, the Employer does not discuss the A/B Bank implications for retiree pension monthly payments. Absent evidence of the impact of the quid pro quo on pension payments to retirees, the value of the quid pro quo cannot assessed. The record is clear on the costs to the Employer, the record is inadequate on the costs to the Employee. Accordingly, the quid pro quo cannot be valued.

The Employer has failed to satisfy the breakthrough analysis for the Employer's Final Offer on sick leave payout. Therefore the Union's Final Offer of Status Quo for Issue 1, Issue 2, and Issue 3 must be awarded.

Issue 4. Section 13.10 - Benefit Continuation

The Employer argues for the status quo unless their breakthrough Final Offer is adopted, then this quid pro quo should be awarded because the Union's Final Offer is an unsupported breakthrough. The Union's Sick Leave proposal was not awarded and their Final Offer is therefore status quo.

The Union seeks a change to healthcare premium payments because the Employer made light duty assignments unavailable. The changes would not need to be awarded if light duty were restored. The Union also seeks benefit continuation for Workers Comp or PEDA and to have the same contribution as working Department members.

The Union seeks to extend Employer-paid healthcare benefits beyond the twelve week FMLA period for employees on PEDA. The Employer characterizes this as a game changer and therefore a breakthrough.

Even if the Union were to satisfy the breakthrough analysis, it would not prevail when the Section 14(h) factors are applied. There is little to no support among the external comparables for the Union Final Offer. Further, the internal comparables favor the Employer's Final Offer of status quo. The evidence establishes that the other public safety bargaining units, as well as the civilian bargaining units, have the same Employee responsibility to pay for healthcare benefits when FMLA is exhausted. The employees are responsible for 100% of the contribution after FMLA ends.

This section was part of the initial CBA. When considering healthcare final offers, arbitrators cite the internal comparables as being the most persuasive. See e.g., *City of South Beloit and Illinois FOP Labor Council*, (Perkovich, 2009). The same holds true in the instant matter. An examination of the internal comparables shows that there are no other comparable employees in the County who would get the benefit continuation that the Union now seeks. The internal comparables support the Employer's Final Offer. When all the other statutory factors are applied, those factors also support the Employer's Final Offer of status quo.

The Employer's Final Offer of status quo is awarded.

Issue 5. Section 14.2 – Normal Work Hours

The Employer argues for what it terms "minor changes" for hours of work, length of workday, a disbanded unit, and work hour changes for training. The Employer maintains that it has the right to move assignments for training. The Union argues that its offer reflects the practice of some Department members working eight and some ten-hour shifts.

Both parties propose changes to the existing language. The Employer claims "minor changes" and the Union argues that its changes reflect existing work schedules. As the Employer admits, the SR-22 assignment works ten-hour days and deputies assigned to DUMEG may work ten-hour days if DUMEG decides to incorporate a ten-hour schedule. The Union's offer limits the ability of the Department to contribute deputies to DUMEG if the days are limited to eight hours or requires the Department to pay overtime for ten-hour days.

The critical issue for this issue is the Employer's Final Offer language for Section 14.2 regarding schedule changes being made only in an emergency:

> [S]uch changes shall not be made to solely avoid the payment of overtime; provided that changes necessary to accommodate training shall be deemed not to be made solely to avoid the payment of overtime.

The Department seeks to have a blanket provision that allows schedule changes solely for training with its blanket proposal about how training these assignments must be considered. The Employer seeks to insert a conclusion that when a schedule is changed to accommodate training, that the schedule change "shall be deemed not to be made to avoid overtime." The Union's offer does not address the topic of schedule changes for training.

The Employer does not define a schedule change "to accommodate training." Schedule changes are dependent upon many variables and one can easily imagine situations that would allow for an overly expansive reading of the above-cited provision. For example, if a day-shift deputy were moved to nights during a period when the night-shift deputy were assigned to a training, would the provision apply to that day-shift deputy who was moved to cover the night shift deputy's absence for training? The Employer's proposal offers no limits to "changes necessary to accommodate training."

The Employer's proposal is too expansive and too undefined. When the appropriate Section 14(h) factors are considered, the Union's offer is the more reasonable.

Issue 6. Section 14.3 - Work Schedules by Unit

The Employer argues for a simple change to recognize the authority of the Sheriff to change the start time of the Power Shift. The Union argues that their Final Offer is more reasonable because it would allow detectives and their supervisors to agree upon a work schedule, codify the courthouse schedule, and provide either three hours comp time or overtime pay for Detective callouts.

The Union's offer includes a pay provision in a section that is otherwise devoted to work schedules. It also seeks to eliminate the FIU schedules in favor of one that is agreed between the detectives and their supervisors.

The Section 14(h) factors exist to weight the merits of each party's final offer and assign a value to the respective criteria. In the instant matter, the Union proposes a significant change to the FIU detectives' compensation when called out. Detectives are paid at a higher rate than deputies. The Union's explanation for why the FIU Detectives' compensation should now include

call-out pay is insufficient to satisfy the Section 14(h) criteria. Because the Union's proposal contains an unsupported wage increase, it fails.

Taking the Section 14(h) factors into consideration, the Employer's Final Offer is the more reasonable. The Employer's Final Offer for Section 14.3 is awarded.

Issue 7. Article XV – Automobiles

The Employer seeks the status quo because the right to manage Department vehicles is a management right of the Employer. The Union's Final Offer should be rejected because it restricts the Sheriff's ability to assign and manage Department property.

The Union seeks to have deputies trade squads when needed and to notify dispatch of the change. The Union states that this was the prior practice of the Department.

Department vehicles are the property of the Department. The Department has the right to determine how to assign vehicles and to establish rules regarding the assignment of Department equipment. The evidence suggests that although some deputies dislike how squads are assigned, the Department is within its management right to assign squads in the manner it has chosen.

When the Section 14(h) statutory factors are considered, it leads to the conclusion that the Employer's offer is the more reasonable offer. Status quo is awarded.

Issue 8. Section 18.5 – Stipends

The Employer proposes increasing the pager stipend from $25/week to $30/week. The Union proposes increasing the pager stipend to $50/week for specialized units and additional pay to detectives and FIU of two hours comp or OT when on call. The Union cites the stand-by pay for court deputies and external comparables in support.

The Employer points out that the Union's new on-call payment in effect increases the stipend by a factor of more than twenty and is therefore unreasonable. The Union points out that the stipend has been $25/week for decades and makes it very difficult to trade assignments.

The parties agree on increasing the on-call stipend but differ on whether to increase it to $30/week or $50/week. If that were the sole issue, then the decision would be straightforward. It is not the only issue – the Union has proposed an on-call pay for detectives and FIU that would add two hours of comp or OT payments for every detective or FIU on call. This type of payment was not part of the prior Agreement.

The Union proposes a substantial increase to the stipend for FIU or detectives and the Employer a small increase of $5/week. This is an economic issue and one parties' Final Offer must be selected. Numerous interest arbitration decisions discuss the purpose of interest arbitration and explain how it is a conservative process designed to avoid big changes – hence the "breakthrough" analysis discussed in the above section. A significant increase is sought by the Union, but it is not supported by the evidence or the record.

A comparison of the Final Offers and application of the Section 14(h) factors indicates that the Employer's offer is the more reasonable.

Issue 9. Section 18.6 - Deputy in Charge Pay/FTO Stipends

The Employer's Final Offer is status quo arguing both that deputies do not act up as FTOs and admitting that courthouse deputies perform the scheduling functions of a corporal in the corporal's absence. The Union argues that corporals have a separate pay scale and a separate job description and deputies should be paid when they work as corporals. Further, the Union continues that courthouse training officers already receive two extra comp days for working as training officers. The Union seeks to add the guarantee to the Agreement.

The evidence establishes that corporals are not deputies. They have additional duties and a separate pay scale. The witnesses testified that deputies do not perform the FTO work of an absent corporal. The Employer controls whether deputies would be assigned to act-up as a corporal. If deputies are not assigned to act up as an FTO, then it is not an issue. The Courthouse is another matter. Although the Employer argues that the deputies who are assuming the duties of an absent courthouse corporal perform a minimal amount of scheduling work, they are nonetheless doing the work of a corporal in ensuring appropriate coverage at the various posts in the courthouse.

The Union's Final Offer seeks to pay deputies when they are acting-up as corporals – a practice they argue is ongoing. The Department has the discretion to assign deputies to assume the duties of a corporal. If the Department does not assign deputies to perform corporal functions in the courthouse, then this section will not be implicated.

Court house training officers are guaranteed two comp days per year for working as training officers. Memorializing those existing two days in the Agreement does not alter the existing relationship between the parties.

A comparison of the Final Offers and application of the Section 14(h) factors indicates that the Union's offer is the more reasonable.

Issue 10. Article XXV Entire Agreement

The Employers seek the status quo citing internal and external comparables in support of this non-economic permissive subject of bargaining. The Employer states that the implications of past practice is at the core of this disputed provision and that the CBA should continue to govern in a conflict between past practice and the CBA terms. The Union states that is seeks to eliminate the zipper clause and provide for the inclusion of past practice when analyzing contract disputes.

The Union wants to cite past practice and the Employer does not want to cite it in subsequent grievance arbitrations. In support, the Union points to the contentious relationship between the parties and the need to cite past practice in order to prevail with a recalcitrant Employer.

An examination of the evidence indicates that corrections and telecommunicators have similar language to the status quo in their Agreements. Further, the Employer cites similar language among the external comparables in support of its position.

The Union's reliance on the contentious relationship between the parties does not support the change to the status quo that the Union seeks. The parties do not agree on interpretations of various sections of the Agreement. As the Union argues, they have had to resort to grievance arbitration in order to prevail. The Union points out that many of the victories have been hard-fought and lengthy. However, lack of agreement does not necessarily indicate that the Employer has been acting in bad faith or ignoring the Agreement. Absent more, the Union cannot establish a compelling reason to alter the status quo.

A comparison of the Final Offers and application of the Section 14(h) factors indicates that the Employer's status quo offer is the more reasonable.

Issue 11. Appendix G, PER 1-1 – Sick Leave

The Employer seeks to delete Appendix G as part of its quid pro quo offer on sick leave payout as discussed above. The Union seeks status quo.

As discussed above, the Union's Final Offer on sick leave prevailed. Therefore the Union's Final Offer of status quo prevails for this issue.

Issue 12. Appendix J – Occupational Disability/Worker's Compensation

The Union prevailed on the Section 12.4 Sick Leave Final Offer. Because the Employer's quid pro quo was rejected, the Employer seeks status quo.

The Union's Final Offer inserts PSEBA and PEDA language, continues health care for employees on workers comp, and provides flex hours for employees for follow-up medical care.

The subject of benefit continuation has been a significant issue between the parties. The Union argues that benefits have been paid for employees on workers compensation and now seeks to include PSEBA and PEDA language into the Appendix. The Union also seeks to add language that allows for flex time to accommodate follow-up medical care. The Employer sees no need to include PSEBA or PEDA language into the Appendix. Similarly, the Employer sees no need to remove existing FMLA language and include flex time language. The Employer reminds that sick leave is intended for medical care.

The testimony and evidence indicate that benefits are paid for employees on workers compensation. Further, the Union has shown no reason to include the PSEBA and PEDA language in the Appendix. Moreover, the Union has not identified an issue with follow-up medical care. Employees have sick time available to them and, as discussed above, can accumulate a significant number of hours.

Neither party had identified a significant problem with the current way Workers Compensation is addressed by the County. The Union has identified no need to deviate from the status quo - there are no external or internal comparables that support their Final Offer and the other Section 14(h) factors also do not support the Union's Final Offer. The Employer's Offer is the more reasonable offer.

Issue 13. Appendix L – Benefit Continuation

The Employer argues for status quo unless the Final Offer for Section 12.4 is awarded. If so, then the Employer's new Appendix L is included. The Employer continues that the Union's Final Offer must be rejected due to internal conflicts and unreasonable extensions of benefit coverage.

The Union seeks benefit continuation for members injured whether on or off-duty. The Union's Final Offer seeks to strike existing language that an employee will be responsible for the entire health insurance premium when FMLA expires at twelve weeks.

The Employer argues for status quo and asserts that the Union' Final Offer contains an unworkable internal conflict between Paragraph B and Paragraph I. One paragraph requires continuation of healthcare payments until the deputy returns to work or qualifies for disability benefits and the other paragraph requires healthcare payments during the duration of a disability.

The Union's Final Offer contains the following:

> **B.** The County will provide basic life, medical and dental insurance coverage to an employee who is on Family Medical Leave at the current employee rate, at the same level as was previously given to the affected employee. The County shall continue to provide such insurance benefits that the affected employee was receiving until said employee qualifies for disability benefits or is returned to work.
>
> **I.** Any member who sustains any injury while performing any law enforcement related activity, training, regardless of location or duty status and including any actions taken against an officer, shall continue to receive healthcare coverage and shall not be required to pay for continuing healthcare coverage beyond the amount of any employee contribution that the injured member paid before the injury. The County shall continue to pay its contribution for continuing health coverage for any member who sustains any such injury during the duration of the disability. (emphasis added)

The Employer argues that the proposal requires payment until an employee qualifies for disability benefits and then requires Employer payments to continue to cover healthcare for the length of the disability.

This is an economic issue and one parties' Final Offer must be chosen. This section is related to the benefit continuation question of Issue 4. Here, the evidence establishes that the County policy has not changed. Under that policy, Employees are responsible for healthcare premiums after FMLA is exhausted. What has changed is the availability of light duty assignments – an issue that was TA'd during the pendency of this matter. Healthcare benefit continuation is not implicated if a light duty assignment is available for a recuperating deputy. The testimony indicated that there are fewer light duty assignments available than previously available.

As discussed in the analysis of Issue 4, arbitrators cite the internal comparables as being the most persuasive for healthcare final offers. See e.g., *City of South Beloit and Illinois FOP Labor Council*, (Perkovich, 2009). An examination of the internal comparables shows that there are no comparable employees in the other County bargaining units who would get the benefit continuation that the Union now seeks.

The internal comparables support the Employer's Final Offer of status quo. When all the other statutory factors are applied, those factors also support the Employer's Final Offer of status quo. The Employer's Final Offer of Status Quo is awarded.

TENTATIVE AGREEMENTS

All prior tentative agreements are incorporated into this Award by reference.

RETROACTIVITY

Payments are retroactive and apply to all hours worked or paid during the CBA period.

JURISDICTION

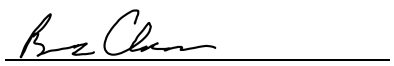
Jurisdiction is retained for 90 days from issuance of this Award to resolve any issues that may arise regarding implementation.

AWARD

Having considered the parties stipulations, the documentary evidence, the testimony, the parties' oral presentations, and the written arguments in accord with the all applicable statutory factors, the following terms apply:

Issue 1.	Section 12.2 - Sick Leave Accrual: Union Offer
Issue 2.	Section 12.4 - Annual Sick Leave Payout : Union Offer
Issue 3.	Section 12.5 - Sick Leave Payout at Separation: Union Offer
Issue 4.	Section 13.10 - Benefit Continuation: Employer Offer
Issue 5.	Section 14.2 - Normal Work Hours: Union Offer
Issue 6.	Section 14.3 - Work Schedules by Unit: Employer Offer
Issue 7.	Article XV – Automobile: Employer Offer
Issue 8.	Section 18.5 – Stipends: Employer Offer
Issue 9.	Section 18.6 - Deputy in Charge Pay/FTO Stipends: Union Offer
Issue 10.	Article XXV - Entire Agreement: Employer Offer
Issue 11.	Appendix G – PER 1-1 Sick Leave: Union Offer
Issue 12.	Appendix J - Workers Compensation: Employer Offer
Issue 13.	Appendix L - Benefit Continuation: Employer Offer

Date of Award: January 17, 2018



Brian Clauss, Arbitrator