

**BEFORE
EDWIN H. BENN
ARBITRATOR**

In the Matter of the Arbitration

between

CITY OF LAKE FOREST

and

**LAKE FOREST PROFESSIONAL
FIREFIGHTERS LOCAL 1898**

CASE NOS.: S-MA-10-358
Arb. Ref. 10.239
(Interest Arbitration)

ORDER

Upon presentation of the parties' arguments and evidence, it is hereby found and ordered:

1. Unless modified by agreed upon language in the negotiations between the parties as embodied in the attached collective bargaining agreement ("Agreement"), the following proposals made by the Union are rejected and there shall be no contractual provisions to change the existing *status quo*:

- A. Acting Up Pay
- B. Pensions
- C. Fire and Police Commission
- D. Application of Rules
- E. Liability Coverage
- F. No Subcontracting
- G. Disciplinary Investigations

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2. Unless modified by agreed upon language in the negotiations between the parties as embodied in the attached Agreement, the following proposals made by the City are rejected and there shall be no contractual provisions to change the existing *status quo*:

- A. Fair Representation
- B. Union Responsibility
- C. Ratification and Amendment
- D. Americans With Disabilities Act

3. My rejection of the parties' proposals as set forth in paragraphs 1 and 2 above shall not be construed in any future negotiations, grievances, arbitrations, interest arbitrations or other proceedings as a determination by me in this case that either party has waived rights or obligations which may be required by governing statutes or as an expression of the existence of a *status quo* concerning a working condition.

4. Subject to other provisions of the Agreement, the City has the right to determine whether an employee is fit to perform his/her duties based upon objective criteria (with consent of the employee, provided to the Union prior to any examination directed). If grieved, the City's decision shall be subject to review on the basis of whether there was a non-arbitrary, rational basis for the City's determination. Any disputes in this regard raised by the employee and grieved by the Union shall be decided by the undersigned on an expedited basis. All examinations directed by the City in this regard shall be at the City's expense.

5. All tentative agreements reached by the parties and not specifically addressed in this Order are incorporated into this Order as reflected in the attached Agreement.

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6. Proposals not specifically addressed in this Order or in the attached Agreement are deemed withdrawn without prejudice to either party's making those proposals in future contract negotiations.

7. This Order and the attached Agreement shall not be considered as a waiver of any positions or arguments the parties can make in any proceedings now pending before the Illinois Labor Relations Board and any appeal thereof.

8. This Order and the attached Agreement is conditioned upon and subject to ratification by the City Council.

A handwritten signature in black ink, appearing to read "Edwin H. Benn", written over a horizontal line.

Edwin H. Benn
Arbitrator

Dated: March 7, 2011