

INTEREST ARBITRATION

OPINION AND AWARD

IN THE MATTER OF INTEREST ARBITRATION

BETWEEN

LOCAL 134, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
("Union" or "Bargaining Representative")

AND

CHICAGO TRANSIT AUTHORITY
("Authority" or "Employer")

Arbitrator's Case No. 13/055

Before: Elliott H. Goldstein
Sole Arbitrator by Stipulation of the Parties

Appearances:

On Behalf of the Union:

Marvin Gittler, Asher, Gittler & D'Alba, Ltd.
Margaret Angelucci, Asher, Gittler & D'Alba, Ltd.
Amanda Clark, Asher, Gittler & D'Alba, Ltd.
John Goeghegan, Local 134 Business Representative
William Knerr, Roadmaster III
Ed Bjorklund, Roadmaster III

On Behalf of the Employer:

Michael W. Duffee, Thomas Coburn, LLP
William Mooney, Director of Power and Way Maintenance
Brad Jansen, Deputy General Counsel

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I. PROCEDURAL BACKGROUND

This matter comes as an interest arbitration between the Authority and the Union pursuant to a provision in the Parties' expiring Collective Bargaining Agreement, which calls for a Board of Arbitration to determine such terms for a successor labor agreement as the parties are unable to themselves agree upon. The Parties are at an impasse in their negotiations for a successor to the Collective Bargaining Agreement between the Employer and the Union which was in effect from January 1, 2009 through December 31, 2011. I was appointed as the sole Arbitrator to decide this matter, I also note.

The hearing before the undersigned Arbitrator was held on March 5, 2014 in Chicago, Illinois. The Parties were afforded full opportunity to present their cases as to the impasse issues set out herein, which included both testimony and a narrative presentation of exhibits. A 138-page stenographic transcript of the hearing day was made, and thereafter the Parties were invited to file written briefs that they deemed pertinent to their respective positions. Post-hearing briefs were exchanged on May 15, 2014, and the record was thereafter declared closed.

II. FACTUAL BACKGROUND

The Chicago Transit Authority is an Employer within the meaning of Section 3(o) of the Act. The Union is a Labor

Organization within the meaning of Section 3(i) of the Act. The Union is the exclusive bargaining representative within the meaning of Section 3(f) of the Act for all employees in the classifications Roadmaster II and Roadmaster III, having been so certified by the Illinois Labor Relations Board in 2004. This award will settle the parties' third Collective Bargaining Agreement. Each predecessor agreement has provided for interest arbitration to resolve any impasse in negotiating a successor agreement.

The Authority was created in 1947 as an independent unit of government under the Metropolitan Transit Authority Act. It operates, among other things, a commuter rail system with approximately 270 miles of track. Of interest to these proceedings, the Power and Way Maintenance Department, which is responsible for maintaining the Authority's rail infrastructure, employs in the area of 700 employees and negotiates with 14 unions. Although the parties did not elaborate on the membership in these organizations, it appears that the largest contingent of its employees is represented by ATU Local 308. At the time of the hearing, this Roadmaster Unit included a total of 18 employees, ten in the classification Roadmaster III and eight in the classification Roadmaster II.

Roadmasters, a term I will use to refer to both classifications generally, work in the Power and Way Maintenance

Department's Track Maintenance Section. They supervise the various crews¹ of Trackmen that work in construction, inspection and maintenance of the Authority's rails, rail yards and crossovers. The evidence also reveals that Roadmasters typically start out as Trackmen, who are represented by ATU Local 308. The pertinent job descriptions for Roadmaster II and Roadmaster III positions suggest that the Roadmasters, generally, are responsible for planning and assigning work to their crews, procuring needed personnel and materials, ensuring crew safety and compliance with applicable procedures, timekeeping and reporting. According to the job descriptions, Roadmaster IIIs have more direct supervisory responsibilities over the Trackmen, specifically in the area of discipline. However, William Knerr, a current Roadmaster III, testified that Roadmaster IIs and IIIs essentially share responsibilities for their crews.

The job descriptions specify that Roadmaster IIs report directly to the Roadmaster IIIs. Roadmaster IIIs, in turn, report to the Track Coordinators. According to William Mooney, the Director of the Power and Way Maintenance Department, Coordinator is a relatively new classification created in or about 2008 from the classification Engineer IV. They occupy a

¹ A typical work crew in the track maintenance section includes one Roadmaster III, one Roadmaster II and a number of Trackmen, ranging from typically eight on inspection crews to 17 on construction and maintenance crews.

middle management position within the Department. Track Coordinators facilitate the work of the Roadmasters, providing general direction as to the priorities and goals of the service, assisting in procurement of personnel and materials, and coordinating with the various trades. They are generally responsible for the work of the several crews under their watch, serving as time keepers, approving overtime, and conducting periodic audits of their work. They also serve as advisors in matters of discipline. The record further reveals that the Coordinators became organized in 2012 by District 8 of the Machinists Union ("IAM").

The record also contains substantial information relating to two classifications, Linemen and Signal Maintainers, both represented by IBEW Local 9, which the Union claims should be given significant consideration under the rubric of internal comparability. Both classifications are staffed by journeymen electricians. Linemen service the power lines for the trains, the so-called "third rail," and Signal Maintainers service the train signaling systems. These "trades," as the parties refer to them, regularly work alongside the Roadmasters and their work crews, disabling and moving electrified systems to facilitate the construction, maintenance and inspection work that the crews perform.

The record additionally reveals that at the time the Roadmaster receives a work order, he or she determines how many Linemen and/or Signal Maintainers will be needed for the job and submits a request for same to the IBEW Local 9 foremen. At all times, the Roadmaster serves as the project manager and is thus responsible for overseeing the work of all employees on the job, including any Linemen or Signal Maintainers assigned to the job, the Parties also agree. The Roadmaster, for example, determines when the Linemen and Signal Maintainers begin work and when their work is completed. They monitor the work of the tradesmen, as they do the rest of their crew, and report any safety violations to the relevant foremen, the facts of record disclose.

The record also reveals that in 2003, the year before the Roadmasters unionized, their hourly rates ranged between \$18.62 and \$23.47 for Roadmaster IIs, while the rate for Roadmaster IIIs was \$19.56. At this same time, the hourly rate for Linemen and Signal Maintainers was nearly \$8.00 per hour higher than the Roadmaster III rate. This relative higher position of the Linemen and Signal Maintainers as regards their hourly wages was apparently a critical factor in the Roadmasters' decision to unionize, the evidence suggests.

The parties' first contract was settled in interest arbitration before Arbitrator Harvey A. Nathan, the facts reveal. In his award, which he issued in December 2006, Arbitrator Nathan specifically established an Equalization Rate that standardized the wages for the two Roadmaster classifications, and he granted increases of 3%, 3.25% and 3.5%, respectively for each of the three years on the contract, going back to January 1, 2004. The resulting rates for 2004 were \$25.97 for the Roadmaster IIs and \$29.84 for the Roadmaster IIIs. As a matter of comparison, the Linemen and Signal Maintainers were each paid an hourly rate of \$28.24 in 2004.

The record further reveals that a historical pattern developed among the Employer and its various Unions by which wage increases were settled based on percentages negotiated between the Employer and Local 308 of the ATU. It is also undisputed on this record that from 2004 through 2010, the Roadmasters, Linemen and Signal Maintainer all received the same annual percentage wage increases, which were based on contemporaneous wage settlements reached between the Employer and Local 308. The Union provided the following wage tables:

| | ROADMASTER II | LINEMAN and SIGNAL MAINT. | DIFFERENCE | % LINEMAN |
|------|---------------|---------------------------|------------|-----------|
| 2003 | \$18.62-23.47 | \$27.515 | \$(7.955) | 71% |
| 2004 | \$25.97 | \$28.340 | \$(2.370) | 92% |
| 2005 | \$26.81 | \$29.261 | \$(2.451) | 92% |

| | | | | |
|------|----------|----------|-----------|-----|
| 2006 | \$27.76 | \$30.285 | \$(2.525) | 92% |
| 2007 | \$28.589 | \$31.194 | \$(2.605) | 92% |
| 2008 | \$29.447 | \$32.130 | \$(2.683) | 92% |
| 2009 | \$30.330 | \$33.094 | \$(2.764) | 92% |
| 2010 | \$31.392 | \$34.252 | \$(2.860) | 92% |

| | ROADMASTER III | LINEMAN and SIGNAL MAINT. | DIFFERENCE | % LINEMAN |
|------|----------------|------------------------------|------------|-----------|
| 2003 | \$19.56 | \$27.515 | \$(7.955) | 71.1% |
| 2004 | \$29.84 | \$28.340 | \$1.500 | 105.30% |
| 2005 | \$30.81 | \$29.261 | \$1.549 | 105.30% |
| 2006 | \$31.89 | \$30.285 | \$1.605 | 105.30% |
| 2007 | \$32.847 | \$31.194 | \$1.653 | 105.30% |
| 2008 | \$33.833 | \$32.130 | \$1.754 | 105.30% |
| 2009 | \$34.848 | \$33.094 | \$1.754 | 105.30% |
| 2010 | \$36.067 | \$34.252 | \$1.815 | 105.30% |

IBEW Local 9 is a participant in the so-called Trades Coalition, a group of about 14 unions, and negotiates as part of the Coalition on behalf of the Linemen and Signal Maintainers. This Union, IBEW Local 134, also participates in the Coalition for some of its members, but not on behalf of the Roadmasters, the Parties stipulated. The record also reveals that in 2011, the Employer reached agreement with the Coalition members to begin paying covered trades at prevailing wage rates for Cook County. The result was a substantial increase in wages, effective in July 2011, for both the Linemen and Signal Maintainers, as will be discussed in more detail below. This jump in the hourly wages of the Local 9 appears to be the main reason for this proceeding.

Indeed, the Roadmasters believe Arbitrator Nathan's 2006 interest arbitration established the principle that Roadmasters' pay should exceed the Local 9 rates as a matter of the previously mentioned Equalization Rate he granted the Roadmasters in their first Labor Contract. As will be evident from the Parties' last offers, the Employer has not offered to bump the wage rates of the Roadmasters for the contract period now at issue so as to maintain the claimed higher pay of Roadmasters over Linemen and Signal Maintainers, the facts establish.

III. STIPULATIONS OF THE PARTIES

The Parties agreed that the subject Collective Bargaining Agreement should have a four-year term, beginning January 1, 2012. The only issue submitted for resolution herein is wages, I note.

In addition to the foregoing, the Parties entered into the following pre-hearing stipulations:

Pre-Hearing Stipulations

1. The Parties stipulate that I am to be the sole Arbitrator in this case and that I have jurisdiction to hear this matter and render a final and binding Decision and Award.

2. Importantly, the Parties agreed further that the Arbitrator is not to be bound by the Parties' final offers and that I may fashion

a Decision and Award within the confines of those last offers but not limited to either last offers' precise terms.

IV. THE PARTIES' FINAL PROPOSALS

A. The Union's Final Proposal

WAGES

Roadmaster III

Effective January 1, 2012, employees in the classification of Roadmaster III shall receive \$1.82 more than the hourly rate paid to employees holding the job title of lineman and signal maintainer as established the previous July, 2011.

Effective January 1 of each successive year of this agreement, Roadmaster III shall receive \$1.82 more than the hourly rate paid to employees holding the job title of lineman and signal maintainer as established the previous July. In the event hourly wages for lineman and signal maintainers are established at a date later than January 1, then such rates, when established, shall be paid as of the effective date.

Roadmaster II

Effective January 1, 2012, employees in the classification of Roadmaster II shall receive \$2.86 less than the hourly rate paid to employees holding the job title of lineman and signal maintainer as established the previous July, 2011.

Effective January 1 of each successive year of this agreement, Roadmaster II shall receive \$2.86 less than the hourly rate paid to employees holding the job title of lineman and signal maintainer as established the previous July. In the event hourly wages for lineman and signal maintainers are established at a date later than January 1, then such rates, when established, shall be paid as of the effective date.

B. The Employer's Final Proposal

Wage Rates

| | |
|----------------------------|-------|
| Effective July 1, 2012: | 2.00% |
| Effective January 1, 2013: | 0.25% |
| Effective July 1, 2013: | 1.50% |
| Effective January 1, 2014: | 1.75% |
| Effective July 1, 2014: | 1.25% |
| Effective January 1, 2015: | 1.75% |
| Effective July 1, 2015: | 1.75% |

V. POSITIONS OF THE PARTIES

As I mentioned previously, the parties are here by virtue of their voluntary agreement to resolve their current bargaining impasse through interest arbitration. Accordingly, Section 14 of the Illinois Public Sector Labor Act does not control this proceeding and I am not bound to consider all of the statutory factors set out in Section 14(h). Moreover, as will be discussed in greater detail immediately below, the Parties have elected to focus my attention, singularly, on a consideration of internal comparability. They have left me with no reason, or means, to discuss any other factors, most notably those normally extremely significant statutory factors of external comparability and cost of living which typically factor into, and often dominate, discussions of wages in interest arbitrations under the Illinois Public Sector Labor Act.

The Employer's offer is identical, in terms of the percentage increases it embodies, to the agreement it reached with its unionized employees who are not members of the so-called Trades Coalition, most notably Local 308. The Union's

proposal, on the other hand, is designed entirely to correct what it claims to be a recent break in wage parity between the Roadmasters and employees working as Linemen and Signal Maintainers. This is the crux of the dispute, I note.

A. Position of the Union

The work that the Roadmasters' crews perform regularly requires the assistance of both Linemen and Signal Maintainers. As a result, the Roadmasters have a close working relationship with Linemen and Signal Maintainers, whom they supervise along with Trackmen, the Union stresses. In fact, Roadmasters must determine the number of Linemen and Signal Maintainers that each job requires and then submit a request for assignment to the respective Linemen and Signal Maintainer foremen. On the worksite, Roadmasters are responsible for supervising the Linemen and Signal Maintainers, just as they are responsible for supervising the Trackmen, directing and monitoring their work, ensuring their safety and their compliance with proper procedures, and reporting any disciplinary matters to their respective foremen.

The Roadmasters had two goals when they organized in 2004, the Union tells me. The first was to establish an equalization

of their own pay, within classification, which was at the time somewhat lacking in rationale.² The second was "to address the inequities in pay between themselves and the trades they supervised on the job site and that was more reflective of their job responsibilities over those trades." (Union Brief, p. 5). Both of these goals were accomplished in the proceedings before Arbitrator Nathan, who established both the equalized rate for Roadmasters and a wage "parity" relationship between the Roadmasters and the trades they supervise, namely the Linemen and Signal Maintainers, the Union insists.

Wage parity is recognized by many arbitrators as a factor in determining appropriate wage awards, the Union further believes. Wage relationships that have been accepted over a period of time "must be maintained unless there is a compelling reason to do otherwise." Metropolitan Dade County v. AFSCME Council 79, Local 121, SM-89-019 (Lavin, 1988). Internal parity should be accorded "significant, if not controlling weight." Village of Schaumburg and M.A.P. Schaumburg Police Chapter # 195, (Yeager, 2007). The wage parity established by Arbitrator Nathan held from January, 2004 until July, 2011. However, the

² The record reveals that prior to 2004 the hourly rate for Roadmaster IIs ranged from \$18.62 to \$23.47, while Roadmaster IIIs were paid at \$19.56 per hour.

increase in hourly rates received by the Linemen and Signal Maintainers in July, 2011, by moving to prevailing wage, was about a 22% raise, from \$34.25 to \$41.85. The hourly rate paid to Roadmaster IIIs at that point dropped in relative terms from 105.30% to just 89.20% of the hourly rate for the Linemen and Signal Maintainers, a swing in the area of 350%.

The Employer's proposal will open this new wage gap further, not close it, the Union submits. Moreover, says this Union, the known data shows that wage rates for the Linemen and Signal Maintainers, which are now tied to prevailing wage, increased 3.6% in 2012 and 3.5% in 2013. The Employer's offer here, in contrast, includes only 2.0% in 2012 and 1.75% in 2013. Moreover, the Employer's proposal, overall, averages to just 2.6% increases per year for the Roadmasters, while annual increases in prevailing wage rates have averaged 3.17% since 2007. Projecting out this average for the term of the proposed Agreement here, the Roadmaster III wage rate will fall to a low of 86.39% of the rates paid to Linemen and Signal Maintainers in July 2013, recovering only slightly by the last year of the Agreement, 2015, to 87.24%. The Roadmaster II rate will similarly fall relative to the two trades with which they are tied, to 75% of the Linemen and Signal Maintainer rate in 2014 and 2015, a ratio much closer to the 71% wage ratio the

Roadmaster IIs suffered before organizing than to the 92% ratio they enjoyed afterward, from January 2004 to July 2011.

The Employer attempts to justify the new wage disparities by relying on the fact that the trades undergo apprenticeship training that the Roadmasters do not. On the other hand, Coordinators also received significant increases recently, the Union adds. In their first contract, which went into effect in 2012, their hourly rate in the first year went from a range of \$31.25 to \$39.33, to an equalized rate of \$41.83. This was an average increase of 19.22%, with one Coordinator receiving an increase of 33.86%. The result, across the board, is that the Coordinators now make significantly more than the Roadmasters with whom they work.

The Union recognizes that the Employer has justified paying the Coordinators substantially more than the Roadmasters because, according to the Employer, the Coordinators supervise the Roadmasters. The Union responds that this Employer conveniently ignores the fact that the Roadmasters supervise the work of the Linemen and Signal Maintainers and thus refuses to afford the Roadmasters the same treatment that it afforded to the Coordinators. It ignores the "traditional pay relationship between Roadmasters and the workers they oversee and are responsible for on a daily basis." (Union Brief, p. 15).

In any case, the fact that the trades undergo apprenticeship training is scant justification for destroying the existing and historic wage parity or, as the Employer proposes here, continuing to erode Roadmaster wages vis-à-vis those trades. The duties of the respective positions at issue here have not changed since 2004. Apprenticeship notwithstanding, Roadmasters continue to direct the work of the trades on a daily basis, the Union strongly emphasizes.

The historic pay relationship between the Roadmasters and the trades they supervise ought to be restored, the Union goes on to say. The fact that the title "Roadmaster" does not appear on prevailing wage charts is no barrier to granting them increases that are equivalent to, or even greater than, the wage rates provided on those charts for the Linemen and Signal Maintainers. In fact, the job title "Signal Maintainer" also does not appear on the Cook County prevailing wage charts, the Union further notes. Moreover, Employer witness Bill Mooney admitted in his testimony here that employees in at least one other job title not appearing on the charts, Material Dispatcher, were granted a prevailing wage rate under a side agreement that the Employer entered into with their union. The Employer offered no reason for its unwillingness to give similar treatment to the Roadmasters, the Union argues.

The Employer at one point suggested that Roadmasters would be appropriately compared to the IBEW Local 9 Foremen, who also supervise the Linemen and Signal Maintainers, the Union points out. However, the Union notes that the Foremen have always earned substantially more than the Linemen, enjoying a rate of \$46.85 per hour in 2012, for example. The Employer's own suggestion, as such, lends further support to the Union's position, which is simply to give recognition to the Roadmasters' significant authority over these same Linemen and Signal Maintainer, and to restore, in large measure,³ the parity as it existed prior to July, 2011.

The recent raise granted to the Coordinators should also be considered in determining the reasonableness of the respective offers here, the Union further suggests. The notion suggested by the Employer that prior to 2012, the Coordinators were paid at a rate "disparagingly below" the Roadmasters they supervise, as Employer witness Moody put it, misstates the relationship between the positions, the Union submits. Coordinators in reality provide only general direction to Roadmasters and help in the procurement of materials for their work. Coordinators are

³ The Union notes that its offer does not seek to redress the wage disparity that existed during the last six months of 2011, and will restore the wages of Roadmaster IIIs to only 104% of the Linemen's rate, as opposed to the 105% ratio that existed before July 2011.

not present on the job sites, do not assign tasks to the Roadmasters or instruct them as to the size or makeup of the Roadmasters' work crews, do not assign or approve their overtime, and have only an indirect advisory role in matters of discipline involving Roadmasters, it further contends. Clearly, they are not the Roadmasters' supervisors. The fact that Coordinators received large increases in 2012, in some cases leapfrogging Roadmasters, strongly supports a greater increase for the Roadmasters than are proposed by the Employer, the Union concludes.

B. Position of the Employer

Interest arbitration is a conservative process, the Employer initially reminds me. It is designed to replicate as closely as possible the Parties' own bargaining processes. Breakthroughs in terms and conditions of employment, sought by one party through interest arbitration, should be avoided as they tend to undercut the normal course of collective bargaining. With this principle in mind, the Union's proposal for what is effectively a "catch up" in the Roadmasters' wages vis-à-vis the trades should be viewed with disfavor. In the final analysis, the Employer's proposal should be seen as the more reasonable and should be adopted in full, the Employer argues.

Second, the question I am presented with here is really simple and straightforward, the Employer adds. It contends that the choice should be between the Employer's offer, on the one hand, which continues to apply a nearly 10-year history of wage settlements patterned on contemporaneous wage settlements with ATU Local 308. This tie-in, which has uniformly been adopted by the Union, will in this case award the Roadmasters total increases of 10.25% over the course of the Agreement as opposed to the Union's offer which in fact would yield total increases for the employees as high as 25% per hour.⁴ The facts clearly favor choosing its wage offer, the Employer contends.

Contrary to the Union's arguments, Arbitrator Nathan did not establish any principle in his award that suggested parity between the Roadmasters and the Linemen, or Signal Maintainers, was necessary or appropriate, the Employer is quick to assert. The principles that guided Arbitrator Nathan's award led him only to equalize the wages within classification, eliminating the disparity that existed among the Roadmasters themselves, and then to establish that the wage increases that would apply going forward would be equal to those granted the much larger group of

⁴ The Employer used the figure \$9.00 per hour to describe the potential increase under the Union's proposal, which I calculate to equate to around 25%.

employees represented by Local 308. That pattern, the Employer goes on to suggest, was again followed by these Parties in their second contract for this unit, covering 2007-2011, which again specifically granted increases equal to those received by ATU Local 308 members.

This has for many years been, and remains, the pattern of bargaining for the vast majority of the unionized employees working for this Employer, it adds. As the Employer sees it, internal comparability demands the tie-in of wage increases not to the trade coalition, but to the negotiated Local 308 contract's pay increases. My conclusion, accordingly, should be that the controlling pattern is absolutely the Local 308 - IBEW Local 134 wage comparisons, and not the Linemen and Signal Maintainers, the Employer avers. With that core fact in mind, the Employer's final offer must be considered completely appropriate, the Employer maintains.

Many arbitrators give substantial, if not controlling, weight to established patterns of bargaining in fashioning their awards, the employer then points out. See, Village of Bellwood and FOP, S-MA-06-219 (Perkovich, 2009). Maintaining the existing pattern of bargaining based on Local 308 wage settlements is particularly appropriate for the Roadmasters, the Employer adds because they work most closely with the Trackmen, who are

represented by Local 308. The Roadmasters supervise the Trackmen, and typically come up through their ranks, and Trackmen regularly "act up" in the Roadmasters' stead. Arbitrator Nathan undoubtedly recognized these facts in following the practice of pattern bargaining in his 2006 award, the Employer states.

VI. DISCUSSION AND FINDINGS

For the reasons that follow, I am persuaded by the evidence and arguments that have been presented to me that the Employer's offer is the more reasonable offer. My analysis is unusually narrow as the parties themselves have effectively limited me to a consideration of just one traditional factor, internal comparability, I note at the threshold. On this issue, each side claims that a history of pattern bargaining supports its position. Regarding the Employer's position, the record evidence suggesting that Local 308 negotiations have set the mark for the increases received by the majority of its unionized employees each year stands unchallenged, as I read the evidence on this record. Whether Arbitrator Nathan based his award in 2006 on such a pattern is not clear from either the record here or from his discussion, I add. However, the Union does not dispute the Employer's evidence that the increases Nathan awarded beginning in 2004 and the settlements reached by the parties thereafter

were at all points the same as the corresponding increases negotiated with Local 308. In many respects, that is the nub of this case, I find.

The prevailing wage agreement reached with the Trades Coalition, which includes the Linemen and Signal Maintainers represented by Local 9, does not provide a sufficient basis for me to depart from the established pattern of bargaining for the Roadmasters, I also find. The payment of prevailing wages to designated trades, including electricians and electric power linemen, has a statutory basis, I note. They are the rates that outside contractors who perform work for the Employer must pay their own employees, and therefore establish the market, as the Employer has forcefully argued. The Union concedes that the Roadmasters do not perform tasks that fit prevailing wage rates or that would justify comparing them to any outside employees based on those rates. Apprenticeship training and dangerous work mean that comparisons between the Roadmasters and the trades are simply not appropriate when it comes to wages, as the Employer insists, I would suggest.

Moreover, the record is silent as to the details of the negotiations with the Coalition that led to the agreement to pay prevailing wage rates and, notably, what, if any, quid pro quo those Unions gave to receive those wage rate increases. On the

other hand, "common sense and experience in Union Management negotiations leads one to assume that" the Unions in the Coalition gave something in exchange for the significantly increased prevailing rates at the bargaining table (Employer Brief, pp. 20-21). In this case, though, the Union offers nothing in exchange for a wage adjustment that will cost the Employer more than \$1 million, I specifically conclude.

In terms of job comparisons, the Linemen work on the high power "third rails," whereas the Signal Maintainers are responsible for all the signals and switches that are necessary to the safe operation of the lines, as the Employer emphasizes. While noting its appreciation of the value of the Roadmasters' work, the Employer also suggests that the tasks performed by Linemen and Signal Maintainers are much more complicated than those of the Roadmasters. Moreover, the Roadmasters have "nothing to compare to the years of classroom and apprenticeship training" that all Linemen and Signal Maintainers undergo in order to achieve journeyman status, I find. This is, in part, a justification for paying Linemen and Signal Maintainer at a significantly higher rate than Roadmasters, as was the case in the years prior to the Nathan award. The Union's lack of recognition of the distinctions in the nature of the work and

training requirements is an error in its theory of this case, I am persuaded.

The Linemen and Signal Maintainers may work with Roadmasters, but they are not supervised by them, as the Employer next suggests, I hold. Roadmasters make "requests" to Local 9 foremen to have Linemen and Signal Maintainers assigned to help them. They do not make those assignments, direct the work of these trades or have any role in their discipline. The whole idea of comparing the Roadmasters to the trades that they "supervise" is simply flawed, I thus observe. Indeed, the Union's entire line of argument that Arbitrator Nathan somehow established a wage relationship between the positions the Union say must be at parity, goes too far, as I see it. Indeed, as Brad Jansen, a negotiator for the Employer at the time, testified, the parties never discussed any trades or the wages paid to them in the Nathan hearings, I stress.

The Union's "back-up plan" which is to compare the Roadmasters to Coordinators, likewise fails, I also am persuaded. The Coordinators are the Roadmasters' supervisors. There has never been wage parity between these positions. Simply put, the Roadmasters leapfrogged some of the Coordinators by virtue of Arbitrator Nathan's award in 2006, which led in turn to the Coordinators' seeking their own Union representation,

electing to organize through District 8 of the Machinists in 2011. The Coordinators then obtained, through bargaining, the same treatment that the Roadmasters had obtained some years prior, namely, a significant wage adjustment. Any action here to establish wage parity with the Coordinators will bring reaction from the Coordinators to reestablish the rightful class differential, the Employer projects. The normal Collective Bargaining Processes will inevitably be supplanted by interest arbitration for Coordinators, and so on. That simply makes no sense, I find.

I specifically find no evidence in the record to suggest that the parties ever contemplated a parity relationship between the Roadmasters and the trades, specifically. Although the Union asserts that establishing such parity was one of its two goals in negotiations leading to the 2004 contract, there is no reliable evidence in the record to suggest that the Linemen or Signal Maintainers were even suggested as a comparable for the Roadmasters, either at the bargaining table or in the proceedings before Arbitrator Nathan. In fact, all that is established in this record is that the Linemen and Signal Maintainers, like the Roadmasters, agreed to wage increases tied to Local 308 settlements from 2004 until July 2011, at which point they, and other Trades Coalition members, reached

agreement with the Employer to tie their wages to the Cook County's prevailing wage rates, I hold.

I have long agreed with the principle, cited by the Employer, that interest arbitration is essentially a conservative process, which views with some disfavor proposals for breakthroughs in terms and conditions of employment. In particular, I believe that I should not disturb the status quo, as the parties themselves have established it through negotiations and interest arbitration, absent a strong justification for doing so. [See my discussion in City of Rockford and City Firefighters, Local 413, S-MA-12-108 (Goldstein, 2013), at 57-58]. As I suggested above, the status quo here is the apparent pattern of granting the Roadmasters the same percentage wage increases that are received by members of Local 308, which includes the Trackmen, whom the Roadmasters supervise. The fact that the Employer itself departed from the pattern in negotiating prevailing wage rates with its trades certainly has weakened the Employer's argument that the pattern of bargaining should be the standard for future negotiations, but it does not answer the question of whether the Roadmasters are comparable to the trades or, alone, provide me with a basis for awarding the sizable increases that the Union seeks here.

I agree with the Employer's characterization of the Union's proposal as embodying a "catch up" vis-à-vis the Linemen and Signal Maintainers. In my experience, circumstances where a Union bases such a proposal on internal comparability, and absent an established practice of maintaining parity between the positions at issue, are rare. It seems to me that in such circumstance, the union carries a burden of showing that the positions at issue are in fact comparable. [See my discussion in County of Cook and Teamsters Local Union No. 714, L-MA-95-001 (Goldstein, 1995)}. I do not find that the work of the Roadmasters, on the one hand, and that of the Linemen and Signal Maintainers, on the other hand, are closely comparable. The trades at issue here perform work that the Roadmasters are neither certified nor trained to do. Moreover, while it appears that the Roadmasters may have some oversight responsibilities for the work of these tradesmen on the job, the Roadmasters are not their direct supervisors. Put simply, the positions are not sufficiently comparable to give me a basis for awarding the sort of "catch up" wage increases that the Union proposes.

Indeed, the Trackmen appear to be a more appropriate comparable for the Roadmasters than do the Linemen or Signal Maintainers, albeit not for purposes of establishing parity. Rather, the evidence that the Roadmasters, by and large, come up

from the ranks of the Trackmen and serve as their direct supervisors, provides me with a basis for comparison of the positions in the context of rank differential. In this context, the Coordinators also serve as an appropriate comparable, I find.

My analysis of the data relating to rank differentials, vis-à-vis Trackmen on the one end and Coordinators on the other, reveals that the Employer's proposal will maintain the current 8% differential between the Roadmaster IIs and the Trackmen, and establish a differential of approximately 10% between the Roadmaster IIIs and the Coordinators. I find no basis for changing these differentials, which are smaller than the 14% differential that exists between the Roadmaster IIs and the Roadmaster IIIs. On balance, therefore, the Employer's proposal finds more support in an internal comparability analysis than does the Union's, I hold.

The lack of any external comparability data is really fatal to the Union's position here, I also suggest. I find that the Employer has itself departed from the status quo with regard to the trades, and thereby weakened its own position. However, the narrowness of the record before me effectively limits me to choosing between the parties' respective offers, based on the

singular factor of internal comparability. There is nothing in the record to guide me in fashioning a third position.

This does not mean that I will award the Employer's offer as is, I finally note. Under that proposal, the Roadmasters will not receive a wage increase until July 1, 2012, a year and a half after the last increases they received in January 2011. That is a long time for employees to go without a raise, in my experience. The Agreement, on the other hand, is stipulated to be effective beginning January 1, 2012, I understand. It is therefore appropriate as the starting date for the first year increase, whether or not the point of increase is considered to pose a question of retroactivity. I see no reason not to grant an increase at the beginning of this current contract, I stress.

I further note that the Union's proposal is effective January 1, 2012. I agree with those arbitrators who suggest a "slight presumption in favor of retroactivity" in interest arbitration. See, City of Loves Park and FOP, S-MA-04-175 (Simon, 2006), at 29[citing, City of St. Charles and MAP, Chapter 27, S-MA-97-248 (Nathan, 1998)]. I do not find anything in the record that explains the Employer's reasoning in delaying the first increase in the Agreement by six months. It appears that it is based entirely on the "say so" of the negotiators who bargained last with the Employer and Local 308.

My award here also gives due regard to the historical pattern of bargaining by embodying the raises negotiated with Local 308, in terms of percentage, as I understand what has been the actual proven pattern of bargaining. However, the established pattern of bargaining is not inviolable, especially in light of the Employer's own departure from it, as explained above. I believe a due regard for my authority here, all of the principles that come into play in interest arbitration, and the independent rights and interests of the Roadmasters to bargain collectively provide a sufficient basis for me to modify the Employer's offer to make the initial wage increase effective January 1, 2012, and I so rule.

Based on all these considerations, I hold that the Employer's offer on wages, as modified hereinabove, is most reasonable in light of the statutory criteria, and I so award.

VII. AWARD

Using the authority vested in me by the parties under their 2007-2011 Collective Bargaining Agreement and pre-hearing stipulations, I award the following wage increases to the Roadmaster II and Roadmaster III classifications:

| | |
|----------------------------|-------|
| Effective January 1, 2012: | 2.00% |
| Effective January 1, 2013: | 0.25% |
| Effective July 1, 2013: | 1.50% |
| Effective January 1, 2014: | 1.75% |
| Effective July 1, 2014: | 1.25% |

Effective January 1, 2015: 1.75%
Effective July 1, 2015: 1.75%

IT IS SO ORDERED.

September 26, 2014

Elliott H. Goldstein
Arbitrator