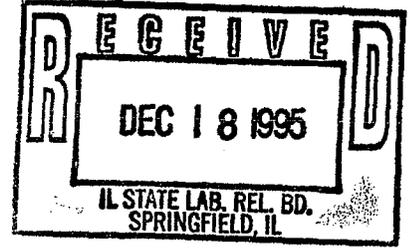


Case No. 95-003

**ILRB
#131**

**ILLINOIS STATE LABOR RELATIONS BOARD
LOCAL LABOR RELATIONS BOARD
INTEREST ARBITRATION**



BEFORE

**ELLIOTT H. GOLDSTEIN, NEUTRAL ARBITRATOR AND CHAIRMAN
JOHN G. KALCHBRENNER, COUNTY APPOINTED ARBITRATOR
CHARLES EDWARDS, UNION APPOINTED ARBITRATOR**

IN THE MATTER OF THE ARBITRATION

LLRB No. L-MA-95-001

BETWEEN

Arb. No. 95/003

TEAMSTERS LOCAL UNION NO. 714
("Union")

Deputy Sheriff
Interest Arbitration

AND

COUNTY OF COOK AND
SHERIFF OF COOK COUNTY
("Joint Employers" or "Employer")

OPINION AND AWARD

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Deputy Sheriff
Interest Arbitration

OPINION AND AWARD

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I. INTRODUCTION

This proceeding arises under Section 14 of the Illinois Public Labor Relations Act ("Act") to resolve a bargaining impasse concerning certain disputed issues of the parties relative to their negotiations for a new collective bargaining agreement covering sworn personnel of the Joint Employers in the classification Deputy Sheriff II ("DSII"). The parties further voluntarily entered into a Stipulation concerning certain procedural aspects of this interest arbitration proceeding (U. Ex. 1) and had discussions on the record as to the nature and scope of the Stipulations which led finally to an agreement that all aspects of those Stipulations except for two minor details, no longer relevant, were in fact agreed to by these parties.

The Stipulation Agreement, U. Ex. 1, clearly and expressly mandated such matters as the makeup of the Interest Arbitration Panel; the provision for a transcript by a court reporter; and the manner in which the parties would proceed as regards twenty-one (later reduced to 20) unresolved issues. The parties further agreed that issues 1 through 13 are economic issues within the meaning of Section 14 of the Act and that issues 14 through 21 are not economic. Finally, the parties stipulated that the Arbitration Panel "shall use the arbitral decision methods specified in the Act, namely final offer arbitration on economic issues and conventional arbitration on non-economic issues."

The parties also agreed that the Arbitration Panel would incorporate all tentative agreements earlier reached by the parties

as reflected in Joint Exhibit 1, the already agreed to modifications to the predecessor labor contract between these parties (Jt. Ex. 2), into the Panel's final decision, to be effective as of December 1, 1994, as well as such further agreements as might be negotiated between the parties during the pendency of the subject Interest Arbitration.

There were eight days of hearing during March, April and May, 1995. During the course of the proceedings, there arose a dispute as to whether the separation of the wage proposals for each year of the proposed contract contained in the Stipulations (U. Ex. 1) constituted a binding agreement that the wage proposals for each year were to be treated as individual and separate issues for purposes of the parties' final offers and the arbitration panel's award or it could be treated, at a party's option, as three parts of an overall wage package. The Neutral Chair requested that this discrepancy over what had been tentatively agreed as regards the wage proposals be briefed, if the parties were unable to resolve their differences concerning the meaning of the text of the original stipulation. As a result, briefs on that particular issue were filed and the Neutral issued an Interim Ruling on June 7, 1995, that ordered the parties to present separate final offers as to the wages for each fiscal year, stating therein in some detail the reasons for that Interim Ruling. Pursuant to that ruling, final offers from each party (U. Exs. 63(a) and (b) and Jt. Empl. Exs. 17 and 17(a)), were received into the record as of June 14, 1995.

There are 20 outstanding issues for resolution by the Panel, the record reveals. Divided into economic and non-economic issues, they are as follows:

1. Term of Agreement;
2. Wages/Equity Adjustment FYB December 1, 1994;
3. Wages/Equity Adjustment FYB December 1, 1995;
4. Wages/Equity Adjustment FYB December 1, 1996;
5. Holidays;
6. Uniform Allowance;
7. Automobile Allowance;
8. Use of Benefit Time - Resolved
9. Life Insurance;
10. Hospitalization Insurance;
11. On-Call Compensation;
12. Compensatory Time and/or Overtime Compensation;
13. Hire Back;
14. Sheriff's Drug-Free Workplace Policy;
15. Discipline/Fast Track Arbitration;
16. Sheriff's Merit Board Pre-Trial Procedures;
17. Job Posting and Transfer;
18. Pay Day;
19. Probationary Employees and Administrative Unit Employees
20. Radios;
21. Maintenance of Credentials

As noted above, the parties stipulated that the first 13 of these issues (now 12) are economic and that the remaining issues

are non-economic. For purposes of these proceedings, the record reflects, the Arbitration Panel is limited to selection between the parties' respective final offers on economic issues only.

By way of further background, the evidence on this record is that the position of DSII is one of three entry level ranks of sworn law enforcement officers utilized by the Employer.¹ Individuals occupying DSII positions are deputized and are expected in the regular course of their employment to enforce the law; provide security to the courts where they may be assigned; where appropriate, serve court documents, such as writs, warrants and civil process, to individuals, businesses, or designated representatives of corporations; and at times (perhaps rare, as the Joint Employers suggest) effectuate arrests of persons who are in violation of applicable laws or who are a threat to security. As a condition of their employment, all DSIIIs are required to successfully complete 400 hours of approved academy training and to pass a one-year probationary period. There are approximately 1,500 DSIIIs employed in the Office of the Sheriff of Cook County, Department of Court Services, the record shows, although Chief Deputy Carik in his testimony set the number at 1700.

The Department of Court Services is comprised of two divisions: the Court Services Division and the Civil Process Division. The Court Services Division is chiefly responsible for securing the persons and property located at the various court

¹ The other entry level ranks are Deputy Police, assigned to the Department of Police, and Correctional Officer, assigned to the Department of Corrections.

facilities of the Circuit Court of Cook County, including the Daley Center, five outlying suburban district courts, Police Courts North and South, the criminal courts building located at 26th and California Streets, the traffic court located at 321 N. LaSalle Street and the juvenile courts located at 1100 S. Hamilton. There are approximately 1,100 DSII officers assigned to the Court Services Division. The officers assigned to the Court Services Division provide security within the court rooms and throughout the relevant facilities, and supervise inmates appearing before the courts in their transit to, and while at court.

The remaining approximately 400 DSII's are assigned to the Civil Process Division. The Civil Process Division is comprised of 5 units: Civil Process, Child Support, Warrants, Evictions and Levies. Officers in the Civil Process Unit are responsible for serving summons and complaint, and various court orders, upon individuals and businesses located within their respective assigned territories. Officers in the Child Support Unit are responsible for serving summons and complaint specifically in child support matters. Officers in the Warrants Unit are responsible for effectuating court issued warrants for arrest, principally in civil matters. Officers in the Evictions Unit are responsible for effectuating Court orders of eviction. Officers in the Levies Unit are responsible for effectuating Court ordered tax levies upon businesses.

II. THE IPLRA STATUTORY CRITERIA

The Illinois Public Labor Relations Act ("Act") requires that the interest arbitration decision in this matter shall be based upon the following eight factors:

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

The Act does not require that all of these criteria be considered, but only those that are "applicable." Nor does the Act specify the weight to be given each factor.

III. SUMMARY OF THE PARTIES' AGREEMENTS

In the course of the eight day of hearing, both parties presented voluminous material dealing with the comparability data permitted by one of the statutory factors, that is, §14(h)(4) of the Act. Comparability in this case, according to the Union, included matters of compensation for two external groups of communities, the first consisting of 22 "major counties" throughout the United States loosely resembling Cook County in terms of their population, crime and income, the Union suggests. The second group consists of the "collar counties" surrounding Cook for comparable law enforcement personnel, that is, those individuals, no matter what title held, who did similar duties to those, described in some detail above, of DSIIIs, the Union also argues.

Based on all the economic data, these bargaining unit employees, the DSIIIs, stand at the very bottom of the proper comparison groupings among their peers, and the need for "catch up" evident in the Union's three wage proposals has been clearly established on this record, the Union urges.

Additionally, the Union introduced evidence of the wages paid the Sheriff's Deputy Police ("Sheriff's Police"), in Cook County, which the Union asserts, over the objection of the Joint Employers, constitute the most applicable or direct internal comparables.

The Employer on the other hand presented some data concerning comparison of the wages of other County employees who are not peace officers, and also a very substantial amount of testimony and documentary evidence concerning the financial inability of the

County to meet additional costs, by the terms of §14(h)(3) of the statute. There was little comparable data from the public and private sector outside these comparison groups, as well as no direct consumer price information. However, Jt. Empl. Exs. 15-16 make clear a much smaller universe, at maximum, eleven comparable jurisdictions, including four collar counties and seven "major" counties, are considered to be a proper basis of comparison by Management for purposes of this current interest arbitration.

In that context, and based on minimum salary comparison, maximum salary, and years to the longevity maximum, the DSIIIs are at least at the middle of the pack, Financial Officer and Joint Employers witness John Chambers directly testified. That is a major point as regards the Joint Employers' decision not to present wage proposals other than for the first year of the contract. The other major point is that the Joint Employers General Fund revenue estimates for FY 1995-1996 and FY 1996-1997 is expected to be flat or lower than in the past and the budget projections for these years contain no monies for wage increases for the bargaining unit. The Joint Employers were able to propose a 4.5% increase for FYB December 1, 1994; the evidence does not show that, based on either ability to pay or proper comparables, that all prudently available amounts for salary increases are other than as Management proposed in its three final best offers, the Joint Employers maintain.

As several interest arbitrators have noted in earlier arbitrations between these parties, it would serve little purpose to recapitulate all the data presented by the parties. However,

the Arbitration Panel has carefully analyzed and reviewed all such data and taken it into consideration when applying the factors which have been relied upon by either or both the parties as applicable to the current areas of dispute.

Additionally, in the interest of brevity, as well as in an attempt to speed up the resolution of these numerous outstanding issues, the Arbitration Panel will present its opinion with brief summaries of the positions of the parties on each of the outstanding issues. The presentation will start with the economic issues, in which the last best offers for each such issue are determinative of the conclusions reached, and the Employer's or the Union's proposal must be chosen without modification, and then proceed to the non-economic issues, where conventional arbitration as regards the decision on those economic issues is permitted.

IV. ECONOMIC ISSUES

A. Term of Agreement

The Union has proposed has proposed:

ARTICLE XVI

Duration

This Agreement shall become effective on December 1, 1991, 1994 and shall remain in effect thru November 30, 1994, 1997. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this agreement.

The Joint Employers have proposed:

three years beginning 12/01/94 thru 11/30/97.

(Jt. Ex. 1)

The parties appear to agree on a basic three-year agreement. However, according to the Union, it is not clear from the Employer's offer whether the Employer seeks to modify the existing language to remove the "automatic renewal." If this is the Joint Employers' intent, the Union has argued, Management did not previously make such intent clear, and no evidence or argument was adduced at hearing to support a change in the status quo.

The Arbitration Panel has evaluated the position of the parties and believes that these positions are essentially identical on the terms of the agreement. However, to make absolutely certain that no unwanted changes or ambiguities may arise, and for that reason alone, the Arbitration Board awards as follows:

AWARD:

The Union's last best offer is accepted and adopted and shall be incorporated into the parties' 1994-1996 Collective Bargaining Agreement.

B. Wages

1. General Considerations

At the outset, the Neutral Chair believes there are three fundamental considerations that the Panel must bear in mind in dealing with the substantive issues in dispute in this case as regards wages. These are as follows:

a. Comparability.

The crux of the parties' dispute in this matter involves the applicability and use of the comparison of the wage scales ("comparability data") required as a statutory factor under the

Act, as quoted above. As the Chair has noted in City of DeKalb, ISLRB No. S-MA-86-26, Arb. No. 87/127 (June 9, 1988), and also in Village of Skokie, ISLRB No. S-MA-89-123, Arb. No. 89/104 (March 2, 1990), the parties' choice of comparables is critical to a proper assessment of the record in this or any interest arbitration case and a careful examination of the basis for the selection by each and their use of comparability data is absolutely mandatory in light of the disagreements about proper comparables. The Neutral recognizes that in most cases involving interest arbitration, external and internal comparability play a special role. In fact, many commentators have indicated that external comparability, at least, is indeed the most important factor in the usual interest arbitration case. The Neutral Chair agrees with that generalization, although it obviously does not always resolve the specific dispute. The particular facts must always be reviewed, in the appropriate and specific factual context, as developed through proofs on the record.

Turning, then, to the particular arguments in this interest arbitration, the parties have focused most of their arguments regarding the issue of comparability to go to whether a head to head comparison between the DSII Deputies and external and internal personnel who have "full police powers" is appropriate, fair and accurate under this critical statutory standard, as the Neutral touched upon briefly above in Section III of this Opinion and Award.

The Joint Employers argue that the DSII historically have received wage increases equivalent to wage increases granted to other sworn personnel in the Sheriff's Office in Cook County, and the first of its wage offers in the amount given the other sworn personnel for FYB December 1, 1994 reflects what is the appropriate and controlling "internal" comparable for the DSII's, too. These Deputy Sheriffs certainly do not merit any larger increase, Management says, based on a realistic comparison of their salaries to other "similarly situated" employees in Sheriffs' offices in other jurisdictions, that is, those employees without general police powers, the Joint Employers submit, as well as the other two units of sworn personnel in the County of Cook.

The Employer supports this analysis by suggesting that there is a critical distinction between "police" and "non-police" status. The Joint Employers further argue that its salary survey and rankings (see Jt. Empl. Exs. 15-16) reveal that members of this bargaining unit generally fare "pretty well" from the standpoint of wages to other employees external to Cook County who actually do similar work and occupy the similar status as the Deputy Sheriffs in this bargaining unit.

Indeed, it is the basic position of Management, as the Neutral Chair understands it, that the distinction between deputies who have police powers in many of the Union's comparables, and those who have non-police powers, is critical to the low placement or ranking by the analyses of the Union. Such comparisons are inappropriate, flawed and incorrect, and rely heavily on a

comparison of "apples to oranges" for assessing comparability, the Joint Employers conclude.

All Management's analysis flows from that basic and wrong-headed premise, the Joint Employers argue. The Employer strongly suggests that in most other jurisdictions, court security functions are performed by personnel with "full police authority and power," that is, those employees who can perform the full range of duties of a police officer, including patrol and control of a crime scene, but who happen to rotate into the court security function as part of the more general duties of a police officer. To Management, the fairness of all three of its final wage proposals is predicated in large part on the assumption that the court services and civil process divisions in Cook County contain employees whose actual work assignments do not contain near the difficulty and danger, nor the significant stress, of the "full" police officer. Therefore, the Union's comparables are inapposite, or simply wrong, the Joint Employers submit.

Consequently, to the Joint Employers, all the Union's surveys involving external comparability, whether with the collar counties or the 22 major counties throughout the nation used by the Union as comparables (U. Exs. 50-51) reflect inaccurate comparisons of "apples to oranges." In the narrow circumstances where genuinely similar duties are compared among the personnel outside Cook County, and the DSIIIs in the bargaining unit, the Deputy Sheriffs in this unit and represented by the Union are paid in the mid-range, at least, and comparable or higher wages than the externals

generally when the longevity maximums are properly factored in, the Joint Employers claim.

Moreover, Management suggests that not only did the Union in its surveys intermingle law enforcement employees who have police and non-police powers, but much of the Union's information also was either outdated or inaccurate through transposition of information or an inability to obtain current and accurate information from the external counties surveyed. The Panel must, in fairness, rely solely on Jt. Empl. Exs. 15-16, the Joint Employers argue.

The Union, on the other hand, believes that both its internal and external comparables are completely appropriate for the comparisons for which the data was used in this current case. First, the Union strongly contends that the list of comparables used in U. Ex. 50, for example, was the precise group of "major counties" used by Management in at least one prior interest arbitration involving the DSII Deputies. Hence, the Joint Employers expressed current opposition without real foundation, the Union claims, and part of the difficulty in this case is directly attributable to the failure of Management to consistently use "fair" comparables.

The selection of comparables should not be a difficult task, even though the Act does not define the term, or how those selections of comparables, which may be determinative of the case, are to be made, according to the Union. It merely used for comparison purposes those communities already relied upon by the Joint Employers in earlier interest arbitrations as most supportive

of its current positions. The best that can be hoped for -- a general picture of the existing market by examining a number of surrounding communities locally and the most similar counties on all important demographic factors nationally -- should make the Union's comparables the most valid comparables available, the Union urges. See Village of Streamwood, Illinois, ISLRB No. S-MA-89-89 (Benn, 1989) at pp. 21-22.

Second, the Union, in its argument, completely rejects Management's distinction between "police" and "non-police" status as a basis for comparison. It asserts this was a completely contrived distinction to narrow the comparables to virtual zero and to compress the universe so as to make the low wages paid the deputies appear more in line with outside or market factors. The Union concedes that there are some differences in duties between the deputies in this bargaining unit and the Sheriff's police in Cook County used by it as one important factor for internal comparability. It notes, however, that for purposes of percentage of wage increase, all sworn personnel have been considered as a single entity for the Sheriff and the Joint Employers and Local 714 have historically agreed this is true. See the interest award of Arbitrator I.M. Lieberman between Local 714 and the Joint Employers, for the correctional officers unit, issued December 3, 1993 at p. 19.

More important, with reference to external comparability, the Union stresses that the "police" in outside jurisdictions who do court security and civil process tasks, and the DSIIIs in this

bargaining unit who perform precisely the same duties in their every day work assignments, must be included as proper sources for comparison, under any common sense approach. Simply put, when a police officer, marshall or deputy (whatever title the individual carries) in Indianapolis, Houston, Los Angeles or Cleveland, works in a court security assignment, or serves writs and summonses, she or he performs the very work done by these Cook County deputies, the DSIIIs. The only meaningful distinction is that each such other employee receives a substantially greater wage or salary, the Union maintains.

The Neutral Panel Member has carefully evaluated all the arguments concerning this critical dispute over an appropriate comparability analysis under these circumstances. Admittedly, there are differences in several core duties performed by the internal comparable group, the deputy police in Cook County working for the Sheriff, and police assigned to court services in comparable external jurisdictions, either in Illinois or the 22 major counties, if those other employees are then rotated or transferred to other police slots. However, the actual duties performed by DSIIIs and "police" when doing court security and/or civil process work are absolutely identical.

Additionally, the Panel in this arbitration studied the conflicting cluster of comparables in great detail. The majority of the Board conclude that the Union's claims as to the appropriateness of its comparables has clear merit. Notwithstanding the many examples proffered by the Joint Employers and

particularly Employer witnesses Lubin and Chambers, who asserted that the Union has impermissibly enlarged the universe of comparables to its benefit, the majority of this Panel find that the prior use of the same comparables by Management in earlier interest arbitrations seriously undercuts that particular contention.

Moreover, the comparables as constituted by the Union are consistent with principles of comparison used by interest arbitrators in other cases decided under Section 14(h), including this Neutral, when the parties have failed to adopt such standards for themselves, the Board concludes. See, e.g., City of DeKalb, supra (Goldstein, June 9, 1988) at p. 38; Village of Arlington Heights and Arlington Heights Firefighters Assn., Local 3105, (Briggs, January 29, 1991); City of Springfield and Policemen's Benevolent and Protective Assn., Unit No. 5, ISLRB No. S-MA-89-74 (Benn, April 30, 1990) at pp. 11-16.

Moreover, as the Union suggests, DSIIIs are academy trained, sworn law enforcement officers in positions where there is responsibility for providing security and/or a police presence among the public. Neither the deputies who work in Civil Process nor those who do court service can be considered merely ceremonial "bailiffs" as that term was formerly used for work of a largely window dressing and non-police function. As the Union has argued, courtrooms and court buildings are open to ever increasing numbers of people they now serve, and this record shows the incidence of violence committed there is on a steep upward spiral. The Joint

Employers' contention that there is a total distinction between "police" and the deputies is therefore rejected, as inconsistent with the proofs on this record as regards the real job of court security and civil process. The Neutral so rules.

The Civil Process Deputies certainly perform work where stress, danger and risk have increased over the years, as several of the Union witnesses credibly testified, the Neutral notes. The Joint Employers did not contest the fact that there are dangers and stress in the routine work assignments for those DSIIIs who work in civil process, but Management directly denies that "arrests" are commonly made by them, or that these deputies engage in "police work," the record shows.

Based on the actual proofs, however, the Neutral Chair concludes that the Union's presentation of testimony and documentary exhibits was more convincing in establishing comparability of the DSIIIs in civil process and deputies or other employees included in U. Ex. 50, as working in similar jobs in 22 "major counties" throughout the United States, as well as the "collar counties" reflected in U. Ex. 51. In some minor aspects these two Union Exhibits were flawed by typing or other technical errors; however, the two exhibits generally present an accurate and reasonable picture of external comparability, the majority of the Panel rules.

And, the Neutral notes, the Union's careful analysis results in a conclusion that it is correct and factual that the DSIIIs placement is at the very bottom end of both external universes

shown by Union Exhibits 50 and 51. Once this fact is taken as accurately reflecting a proper evaluation of comparability, as Section 14(h) of the Act requires, the majority of the Board holds, the later discussion focusing on the need for "catch up" is a necessary next step. If the use of comparables as an important method of determining the proper labor market and an appropriate wage increase is to be applied logically, that finding necessarily follows, unless other countervailing factors exist.

With respect to the inclusion of "police officers who do identical work but can be rotated to a whole range of other duties, unlike those done by DSIIIs, the majority does not believe comparisons drawn between those two groups are an "apples to oranges" examination for assessing comparability. The Union's argument that the actual work performed by the police who do court security and civil process work and the work performed by members of the bargaining unit is accepted by the majority of the Panel since, factually, the actual tasks routinely done are indeed closely comparable, and the logic of that proven fact is inescapable.²

Duties such as that performed by the Sheriff's police, although not identical, will also be included, because the historical pairings of correctional officers, police and deputies working as DSIIIs, have been proven to exist on a percentage of

² The record also shows, as will be developed below, that the comparables contained in Union Exhibits 50 and 51 also were used by the Joint Employers in at least the two most recent of the prior interest arbitrations between these parties.

increase basis. No real question as to internal comparables concerning the issue of whether parity exists between the deputies and Sheriff's police. It does not, as a matter of total salary or compensation, obviously. Despite the fact that salary parity does not exist, the use of both police and correctional officers in an analysis of patterns of pay or relationship among the groups of law enforcement personnel working for the Sheriff is confirmed by the practices of the parties themselves, the Neutral finds.

In all critical areas, these Union comparables stand up to review.

- b. In order to protect the bargaining process, the Panel should not award any "breakthroughs" that would substantially change the status quo in the absence of substantial and compelling justification.

As the Panel Chair recognized several years ago in City of DeKalb (June 9, 1988), "[i]nterest arbitration ... is designated to merely maintain the status quo and keep the parties in an equitable and fair relationship, according to the statutory criteria" (p. 8). Accordingly, the Chairman further observed that:

Going beyond negotiations to catch up or give either party a breakthrough is contrary to the statutory scheme and undercuts the parties' own efforts, in rather direct contravention of the collective bargaining and negotiations process itself.

Id. at p. 8. Moreover, the Chairman explained in City of Highland Park (February 7, 1995), that "[i]nterest arbitration is at its core a conservative mechanism of dispute resolution." Interest arbitration is intended to resolve an immediate impasse, "but not to usurp the parties' traditional bargaining relationship" (p. 9).

Finally, as the chairman reminded the parties in Kendall County (November 28, 1994), Case Nos. S-MA-92-216 and S-MA-92-116, "interest arbitration is not supposed to revolutionize the parties' collective bargaining relationship; the most dramatic changes are best accomplished through face-to-face negotiation" (p. 13).

The majority of the Board adopts as their position in this matter the views of the Panel Chair stated above. These views not only reflect a proper balance between the processes of good faith collective bargaining and, by extension, the interest arbitration process, but they also clearly reflect the majority position among interest arbitrators in Illinois. Indeed, as Arbitrator Nathan explained in Will County Board and Sheriff of Will County (August 17, 1988):

If the [arbitration] process is to work, "it must not yield substantially different results than could be obtained by the parties through bargaining".

Accordingly, interest arbitration is essentially a conservative process. While obviously, value judgments are inherent, the neutral cannot impose upon the parties contractual procedures he or she knows the parties themselves would never agree to. Nor is it his function to embark upon new ground and create some innovative procedural or benefit scheme that is unrelated to parties' particular bargaining history. The arbitration award must be a natural extension of where the parties were at impasse. The award must flow from the peculiar circumstances these particular parties have developed for themselves. To do anything less would be to inhibit collective bargaining.

Id. at p. 49-50 (citing Arb. H. Platt, Arizona Public Service Co. 63 LA 1189, 1196 (1974)). See also Arbitrator Nathan's discussion on this point in Village of Elk Grove Village and IAFF Local 3398, ISLRB No. S-MA-93-231 (October 1, 1994) at pp. 67-68.

The views of Arbitrator Berman, one of the most highly respected interest arbitrators in Illinois, are also illustrative. As Arbitrator Berman explained in City of Rock Island and IAFF (March 13, 1992), "while an arbitrator can only speculate about what settlement might have resulted from successful bargaining, it is appropriate for an arbitrator, using the factors set out in the statute, to attempt to reproduce the agreement the parties might have reached in the course of successful negotiations" (p. 18).

Arbitrator Kossoff expressed a similar view in Village of Bartlett and Laborers' International Union (August 27, 1990), when he observed that:

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. This undermines the collective bargaining process which is the cornerstone of our national and state labor relations policies.

Id. at p. 14.

The views of Arbitrator Perkovich in Village of Mokena and MAP (January 27, 1994) are virtually the same:

For employees to receive a wage package which is significantly superior to anything employees would likely have obtained through the collective bargaining process, would create a situation where the Union might want to settle its subsequent contracts through arbitration instead of collective bargaining, the statutorily preferred method. To do so is unacceptable.

Id. at p. 6. See also Village of Plainfield and MAP (October 8, 1993), in which Arbitrator Perkovich reasoned that, "thus, if a

party can easily obtain in arbitration, a unilateral process, a significant benefit that it cannot obtain bilaterally, the preference for negotiations will be nullified" (p. 6).

Finally, the Panel Chair considers particularly relevant in this proceeding the admonition of Arbitrator Martin in Village of Bartlett and Laborers (March 9, 1994):

It would be considered unethical for an undertaker to distribute poison candy; so, too an interest arbitration award which does not assist the parties to avoid further arbitration by establishing a basis for successful negotiations is wanting in proper value. Central to such assistance is the development of stability and continuity. If going into interest arbitration is similar to buying a lottery ticket, the inclination to bargain to a conclusion is minimized, with each side potentially hoping for a windfall through interest arbitration.

c. Ability or Inability to Pay Particular Proposals for Wage Increases in Wage Determinations at Interest Arbitration.

Interest arbitration procedures are intended to produce decisions which approximate the outcome of free collective bargaining. For that reason, interest arbitrators are generally inclined to embrace comparability groups historically used by the parties themselves, as was set out in the preceding discussion of comparability, because there is a presumption comparability defines the relevant market and comparable costs for labor, which would be important in arms' length bargaining. In the present case, however, the Joint Employers have taken pains to make sure special consideration is also given to the application of the ability-to-pay standard under Section 14(h)(3) of the statute. And, of course, an interest arbitration panel may give recognition to an

employer's weak financial position by ordering that a needed increase be made gradually; or by limiting or denying retroactivity, by ordering a review of the employer's financial situation after a specified period; or simply by recognizing that where the "unfavorable" financial condition of an employer is clearly proven, that may result in the granting of smaller increases than otherwise would have been allowed had there been no inability to pay. See Kendall County, supra at pp. 14-18.

However, as the Board Chair in this interest arbitration case, the Neutral also points out that the extent of the proof of inability to pay has not meant that it is a factor that can merely be presented as a generalized argument. Some benefits to the taxpayer in Cook County will be realized from smaller or no pay raises, of course. However, it is also well-established that "[e]mployers who have pleaded inability to pay have been held to have the burden of producing sufficient evidence to support the plea." Elkouri & Elkouri, How Arbitration Works (BNA, 4th Ed., 1985) at p. 830. The presentation of evidence that a political body would face a certain degree of financial uncertainty or even adversity in having to fund a Union's proposals has been held by the majority of interest arbitrators called upon to interpret §14(h)(3) of the Act to not satisfy the burden under that particular provision. "Inability to pay" has been found to mean "financial inability ... to meet these costs." City of Springfield, Case No. S-MA-89-74, supra (Benn, 1990) at pp. 17-18.

There thus has to be not only benefits realized from the kind of or amount granted for pay increases as proposed by the Joint Employers, consistent with their overall fiscal responsibility, but also a real inability to pay the costs of the Union wage proposals in the current case, as the applicable section of the Act, Section 14(h)(3), has been consistently applied. There is in every public sector workplace a need for savings or at least containment of overall costs, the Neutral notes.

How that fact -- and the Employers' desire to translate such fiscal restraint and their obligation to make the wisest choices with limited monetary resources -- might be translated into evidence outweighing the other factors that may favor money benefits to bargaining unit employees is not the normal way for inability to pay pleas to be analyzed as part of the interest arbitration process. Otherwise, inability to pay would be an absolute defense and would also preclude the Union's demand for "catch up" and substantial pay increases. Were this so, "the party saying no would hold all the cards." (Nathan, Village of Elk Grove Village, supra at p. 68.) The decided cases show that even in much poorer counties than Cook County, inability to pay is not considered a complete defense to increases in the pay scale demanded in Union proposals. See Will County Board and Sheriff of Will County (Nathan, August 15, 1988) at p. 49. Instead, interest arbitration seeks to balance the need to resolve deadlocks without discouraging the bargaining process, including the need to swap items, and wage proposals are part of that process.

Consequently, as a matter of proof regarding the financial ability or inability of the Joint Employers in the current matter to meet additional costs, the proffered evidence on this record was clearly admissible and can be accorded some weight, the Neutral Chair specifically notes, in the sense the need for a right on wage proposals to refuse to agree is part of the process. That was one basis for the Neutral to permit the introduction of evidence by the Joint Employers, primarily from John Chambers, Acting Chief Financial Officer for Cook County, as regards projections that indicate that the County would experience an approximate \$150,000,000.00 shortfall for 1996.

However, as it was stated at several points on the record, there is a substantial difference between considering the interest and welfare of the public and the overall financial ability of the unit of government to meet increased costs, Factor 3 in the statutory criteria, §14(h)(3), and the ultimate conclusion there is a real need for no wage increase, and of course then no "catch up," absent a direct and persuasive claim of "poverty" or genuine financial inability to pay.

The plea of inability to pay must come not as a budgetary limitation, but as an economic fact of life for the particular unit of government, i.e., there is no ability to meet the increased costs. Many interest arbitrators have held that a particular percentage wage increase might be appropriate, in spite of a unit of government's "comparative" financial problems or that the governmental unit might face a certain degree of financial

uncertainty if such an increase is granted. To bring bargaining unit employees generally in line with peace officers in other communities may mean some changes in other priorities must be made. Such changes should not come easily, but the process must be open to relief for underpaid employees either at the bargaining table or through the interest arbitration, or all deadlocks would finally prevent equity wage adjustments for these DSIIIs, despite the applicable standards of the Act that permit other factors to be relevant, even when the tilt should be to the status quo. See Borough of Turtle Creek, 52 LA 233, 235 (McDermott, 1968); also see the statement of Arbitrator Gabriel Alexander quoted by Arbitrator George Roumell in City of Southfield, 78 LA 153, 155 (1982).

In fact, in City of Mount Vernon, 49 LA 1229, 1232-33 (McFadden, 1968) involving police and firefighters under the New York Taylor Act, the fact-finder stated he would "not ignore" the City's ability to pay, but then declared that the obligation of an interest arbitrator is to make recommendations that are fair and equitable to the employees, the public employer and the public itself. The balancing of the needs and interests of all three groups is always present and required. Arbitrator McFadden added:

In the final analysis, the City ... must raise whatever revenues are necessary in the manner which it deems best. The electorate must then pass on these decisions and, in preferentially, this Board's recommendations. The [New York Public Employee Statute] contemplates budgetary action subsequent to fact-finding [or interest arbitration].

Other cases applying statutes other than the Illinois law, where the Neutral balanced the interest of the employees, the

welfare of the public, and the unit of government's claims of inability to pay, are City of Providence, 42 LA 1114, 1118-19 (Dunlop, 1963); Fountain Valley School District, 65 LA 1009, 1015 (Rule, 1975); and City of Philadelphia, 79 LA 372, 373 (DiLauro, 1982). See especially City of Syracuse (March 4, 1992) John Sands, Arbitrator, commenting specifically on the New York Taylor Act. "Interest arbitrators serve a quasi-judicial function and must produce determinations that reflect the express statutory criteria.... They do not sit to achieve the mutually acceptable levels of dissatisfaction that characterize successfully concluded negotiations". Id. at pp. 3-4.

Based on the foregoing, it is a conclusion of the Neutral and the majority of the Board that the practicalities of bargaining and ability to pay factors are properly and appropriately to be considered in each of the specific wage proposals, but that a proven need for "catch up" also exists on this record as regards the current wage wages for the DSIIIs in the bargaining unit. The majority of the Panel also finds that the Management position that there is no "ability to pay" a wage package beyond a single 4.5% increase in year one of the contract is not generally acceptable. One of the reasons is the Union comparables clearly show no "cherry picking," but the placement of the DSIIIs at the bottom of the pile when compared to external and internal peers constitutes a proven need for some "catch up" under the statutory criteria, and the majority of the Board accept that critical determination.

It is in accordance with these general considerations and factual determinations that the following awards are made.

d. Wages/Salaries Discussion

1. Wages/Equity Adjustment FYB December 1, 1994

The Union proposal on this issue (U. Ex. 63(b)) is as follows:

8% across-the-board increase effective December 1, 1994.

The Joint Employers' last position on the salary/wage issue for year beginning December 1, 1994 is quoted below:

Total 4.5% (4%) retroactive to the first pay period after December 1, 1994) plus 1/2% (.5%) retroactive to the first pay period after January 1, 1995.

The rationale of the Union's position is founded on a number of grounds. It first argues, as noted above, that its analysis of all appropriate external comparabilities discloses the basic fact that, among communities that most closely resemble Cook County in terms of population, crime rate, and median income, this bargaining unit, the DSII deputies, rank dead-last in starting pay and near the bottom or at the bottom in maximum salary range, or even maximum salary range with longevity as a factor, as the Union reads the data presented in U. Ex. 50.

The Union challenges the Joint Employers' contention that the 21 other counties used in this analysis are "unfair" or not the appropriate comparables under the Act, because most of the other counties use real "police officers" to do courtroom security and services, or to handle civil process as the Civil Process Division in Cook County does. The claimed overlap between job classifications by the Joint Employers as regards police and non-police

comparables -- and a claim by the Management this is against or contrary to the statutory criteria -- is rebutted by Management's use of the same universal comparabilities in earlier interest arbitrations between the parties, as explained earlier. Moreover, the significant characteristics in determining individual employee's pay in slots where identical duties are performed must be preserved under the statutory standards as the same for personnel in the comparison counties and the DSIIIs in Cook County. The Union alleges that the record shows that the DSII employees are grossly underpaid as regards these significant external comparable counties most similar to Cook, and that the 8% increase effective December 1, 1994 is barely a first step in the process of narrowing the pay gap between DSIIIs and other comparable law enforcement officers. On the general proofs, the majority of the Board agrees.

In addition, the Union argues that in comparison to law enforcement officers doing similar work to the DSIIIs who work in the collar counties surrounding Cook at 8% increase effective December 1, 1994 would not alter the DSIIIs ranking, again last among these group of comparabilities, but would simply narrow the gap between DSIIIs and their counterparts in Kane County, the next lowest comparable in pay. Again, the proofs support that claim.

Moreover, under the Employer's proposal -- although the percentage amount of wage money is not significantly different than that granted already to the Sheriff's police, the "critical" internal comparable -- the Union's proposal would not alter DSII rankings relative to the Deputy Police as regards relative wage

rates. More important, the Union contends that the most appropriate method for making comparisons with the Deputy Police, because of the very great disparity in actual salary or pay, is to utilize a dollar-for-dollar comparison, not a percentage-to-percentage comparison where the other employees groups used as external comparables. The dollar-for-dollar comparison with police units employed by the Sheriff is more of an "apples to apples" comparison -- i.e., what is being compared is the real amounts granted in pay increases. From that standpoint, the result of the acceptance by the Arbitration Panel of the Union's final offer would be the equivalent to a 5% increase for the Sheriff's police, or approximately the same dollars is granted to that other internal comparable grouping of employees. See City of Springfield, ISLRB No. S-MA-89-74, supra (Benn, April 30, 1990), at p. 18-27.

In this same regard, the majority of the Board has concluded, and the record clearly shows that the argument employed by Management to differentiate DSIIIs and Sheriff's police and determine their pay through the distinction of "police officer" and "law enforcement officer/DSIIIs" is basically illogical or perhaps arbitrary. The similarity in training, risk and stress in the basic job assignments of the two employee groups, as is fully developed on this record, should require a finding that the Union's claim of some comparability for DSIIIs and Sheriff's police is fair and appropriate, if absolute parity is not what is at issue, which the Union concludes is correct.

Hence, the relative pay of the DSIIIs is even worse, in absolute as well as relative terms, when the internal and external comparabilities are put in proper focus, avoiding Management's attempts to narrow the universe to "bailiffs" from very few outside jurisdictions. Simply put, the Union contends the bargaining unit employees involved in this dispute are paid considerably less than their peers, and the record supports that claim.

Finally, in reviewing the Joint Employers' "ability to pay" argument, the Union directly contends that the Employer has the capability to meet the Union's demands for a 8% increase effective December 1, 1994. In this regard the Union points out that there is no "hard" evidence on this record, even after a review of Employer witness Chambers' testimony is made, that the Employer does not have the money or capability to pay the current Union final proposal effective December 1, 1994. It strongly suggests that the testimony of Employer witness Chambers was essentially biased and vague, and should be given no weight. It also noted that certain critical assumptions made by Management as regards economic growth, "flat" tax receipts, acceptance of the "Contract With America" as directly reducing federal aid and the like all stand absolutely unproved.

The situation, the Union argues, is that there is money available for its proposal, if a commitment to catch up is made by Management and other allocations of resources by the Joint Employers to achieve that goal is also made. Therefore, any inability to pay argument advanced by the Joint Employers should

not be credited, and all the Union wage proposals should be granted.

On the other hand, the rationale of the Joint Employers' position on this salary/wage issue, a 4.5% increase for the initial year of the new contract, is based on a number of substantial and persuasive grounds, too. The Employer first argues that the County is in dire economic straits which are conditions beyond the control of both the Joint Employers and the Union, as noted above. It also is argued that it is well-known and confirmed by the testimony of Employer witness Chambers that this County just "doesn't have the money" to sustain the level of services and volume of employees that it has maintained for the last four or five years. In recent years, the County budget has grown at a rate of 8.3% while revenue streams have grown at less than 3%, the Board is reminded.

Moreover, it is also an undisputed requirement for the County to balance its budget, so in order to reduce the projected current \$150,000,000.00 deficit for fiscal year 1996, the County must either raise taxes or cut expenditures, the Joint Employers remind the Board. The governmental structure of the County has been left with severe financial constraints which have no prospects for improving in the near future, the Joint Employers submit. Moreover, not only are the resources not present for the Union's demands, but the political and social climate in the area is not postured to accept the Union's position for any of the Union's three wage proposals, let alone the combination of the three, that is a 24% wage increase over three years.

To be specific as to the first proposal as regards wages/salary, the Employer points out that it has made an offer that is consistent with the percentage wage increases for all other law enforcement personnel working for the Sheriff for this particular fiscal year. No additional monies, as a practical matter, are available, given the realities of the budgeting process. More important, the percentage-to-percentage comparison for the other law enforcement employee groups is clearly the appropriate method for making proper comparisons, despite the Union's attempts to claim otherwise. Consequently, based on both equity and ability to pay, the Joint Employers' proposal should be adopted by this Panel, the Employer suggests.

Another factor to consider, the Joint Employers contend, is that it is clear from any fair reading of the record that the Union's surveys (U. Exs. 50-51) are fatally flawed and completely unreliable, since the credible testimony discloses that what was compared was "apples to oranges" as regards all comparability data presented by this Union. Specifically, Employer witness Lubin credibly testified that the jurisdictions in the Union's surveys intermingled law enforcement employees that had police powers and non-police powers. That was considered totally improper by Lubin, the well-qualified wage and salary specialist who testified in this arbitration, the Joint Employers stressed.

According to the salary surveys presented by Lubin (Jt. Empls. Exs. 15-16), the salaries of similarly situated employees to the DSIIIs in other jurisdictions around the country, and in the collar

counties, show the bargaining unit deputies to be comfortably in the mid-range as regards wage comparisons. With regard to the pay structure, the Joint Employers argue, that it is a rational and reasonable schedule that was developed with care. The Joint Employers final proposal should be accepted as the more appropriate under the statutory criteria, for these foregoing reasons, too, the Joint Employers submit.

As noted above, the majority of the Arbitration Panel do not agree that the external and internal comparables presented by the Union are not appropriate and proper for use as a basis for assessment of the wage/salary rates.

Second, despite the strenuous Management arguments, it is evident that the DSIIIs are the very low end of the pay schedule, the majority of this panel finds. Unquestionably, the information supplied on this issue by the Union is similar to that used in the past by Management and other interest arbitrations. Also, the Joint Employers attempt to completely set apart the DSII deputies from other law enforcement personnel who perform precisely identical tasks seems unconvincing. Consequently, the better information in this current situation is that the bargaining unit employees involved in this dispute are paid considerably less than their external peers. In this regard, it seems that the kind of monetary standard the Union is seeking is at least to some substantial degree merited. Thus, the external comparisons favor the Union.

It is not for this Board to make political decisions on how the Joint Employers should allocate or spend their funds, as alluded to earlier, the majority reiterates. By statute, in this area of inquiry, our function is limited to determine only whether or not there has been a showing by the Joint Employers that they do not have the ability to pay. The Panel specifically finds the claimed inability has not been sufficiently demonstrated.

However, of particular note on this issue is the fact that the Arbitration Panel also believes it should be reluctant to change the status quo in the absence of substantial justification or to give benefits that simply would not have been negotiated by the parties as a natural extension to where the parties were at impasse. As regards this first wage proposal, for FYB December 1, 1994, all other bargaining units have already received pay increases, and county non-law employees got 3.5% wage increases, the record shows. All other law enforcement personnel for the County have received a 4.5% increase, the record evidence also discloses. Moreover, another key element to be considered in conjunction with that basic fact is that negotiated pay increases in the public and private sectors, and indeed final best offer pay proposals accepted in interest arbitration in 1994 and 1995, currently tend to be clustered around the 2% to 4.5% universe. The Neutral Chair takes Arbitrator's notice of this specific factual circumstance, although neither party presented this data on the record.

When the limited role of this Panel is considered, standing as it does as a substitute for genuine or arm's length negotiations, it seems advisable to maintain the historical negotiated percentage salary increase parity between the DSII deputies and the other law enforcement personnel working for the Joint Employers for FYB December 1, 1994. Although both the internal and external comparables favor the Union's last proposal, as an appropriate demand for "catch up," rather than any actual claim to what is commonly or appropriately considered a wage breakthrough, on this first wage proposal, and approximating in interest arbitration, the outcome of free collective bargaining, the Joint Employers' wage proposal, is found to be the more appropriate. See Village of Skokie and Skokie Firefighters, Local 3033, IAFF (Gundermann, July 6, 1993) at p. 14.

AWARD:

For these reasons, the Board awards as follows:

The Joint Employers' last best offer is accepted for wages/salaries for FYB December 1, 1994.

The Union Arbitrator dissents.

2. Wages/Equity Adjustment FYB December 1, 1995

The Union has proposed a wages/equity adjustment FYB December 1, 1995 as follows:

8% across-the-board effective December 1, 1995.

The Joint Employers have proposed:

Reopener.

The Union incorporates all of the above arguments as regards its second final best offer with regard to wages/salary equity. In addition, the Union argues that in order that the process of actual "catch up" may begin, it is essential that the Union's proposal for the second 8% across-the-board increase effective December 1, 1995 be selected. As explained above, the Union strongly maintains that it is critically necessary to begin the process of narrowing the pay gap between DSIIIs and other comparable law enforcement officers. The Union further specifies that so as to achieve that result, instead of merely maintaining an unfair relative status quo, the concept of "catch up" accepted by the Neutral Chair in Kendall County, supra, surely must apply in the instant case.

On the internal comparability dimension, the Union underscores the fact that adoption of its final offer would not change the relative positions of personnel employed by the Sheriff's police and the DSII deputies. The change embodied in its final offer only redressed a pay structure which has grown out of line through percentage-to-percentage increases over many years. The Union also highlights the fact that the external comparability data support acceptance of its final offer on wages for FYB December 1, 1995.

The Employer also reiterates all its essential arguments as presented with regard to its wage/salary equity adjustment for FYB December 1, 1994. Additionally, however, the Joint Employers also emphasized that if interest arbitration procedures are intended to produce decisions which approximate the outcome of free collective bargaining, there is no basis under the economic situation of the

Joint Employers or the sort of wage increases being given generally in the public and private sectors to justify an 8% increase as has been presented as the Union's final best offer. Consequently, not only the resources not present for the Union's demands, but there is no convincing basis for the Arbitration Panel to change the status quo and/or award an undeserved "breakthrough" to the Union as regards these wage proposals, the Joint Employers urge.

Another factor to consider, the Joint Employers stressed, is that the wage reopener it proposes for the second year of the agreement (and for the third year, too) is appropriate because hard economic data of the problems and potential of revenue flows and available monies did not yet exist at the time these negotiations with the DSII bargaining unit reached impasse in late 1994. The above argument is buttressed by the absence in the record of evidence that the parties could have bargained over the second final offer wage proposal with real knowledge of the precise budgetary constraints at that earlier point in the negotiation process.

Without such evidence, it is logical to reason that juxtaposing their respective bargaining positions on the issue of wage/salary equity, the parties could not look at internal comparability in the sense of negotiated salary parity among the law enforcement personnel and all other bargaining units holding bargaining rights with the Joint Employers, too, Management argues. The advisability of maintaining the historical negotiated relationships among all represented personnel is obvious and must

be given great weight, the Joint Employers also strongly argue, if interest arbitration awards genuinely are to approximate the outcome of free collective bargaining. Since each and every negotiated salary increase for the DSIIIs have been the same as regards the percentage rate as that of the other law enforcement personnel, over the last several years, the Union must show compelling reason to deviate from that pattern, the Joint Employers argue.

Consequently, the Employer says its proposal for FYB December 1, 1995, a reopener, serves to place the DSIIIs deputies properly among all other bargaining units negotiating with the Joint Employers, as has been the historical pattern, because it would bring the parties back to the table after bargaining by the other units, the internal comparables for the pattern of wage raises has been completed. This Union and the Joint Employers have dealt with that fact of life every time they have negotiated three year agreements, and there is no evidence in the record to suggest that either has suffered inordinately as a result, the Joint Employers submit.

The Arbitration Panel Board has evaluated the positions of the parties, and the Neutral strongly believes that the earlier discussed conclusions as to both external and internal comparability, failure to prove inability to pay by Management, and the direct and proven need for "catch up" (see Kendall County supra), all outweigh whatever "historically created patterns" caused the use of reopeners almost as a norm in predecessor labor

contracts. Although interest arbitration awards should not create unrest in what prior to their issuance was a stable, well-established "comparison" relationship, the Neutral Chair cannot find any compelling reason for the issue as advanced by the Union to not be granted, when the need for "catch up" is so crystal clear and apparent from the evidence on this record. The Union has by far the stronger case with regard to the need for some catch up at some point and time, both as regards internal and external comparability. The time is now, the majority of this Panel concludes.

Notwithstanding the contentions of the Joint Employers, then, and also because a telling critical aspect of this case is that, when the actual final best offers were presented in this case, the budget process for FYB 1995 was obviously well underway, since these were presented on July 14, 1995. There is thus no need to speculate on General Fund revenue sources as to the elements of wage and salary administration. When, as here, both internal and external wage and salary comparisons show the current situation has gone "out of line" for the DSII deputies, and the bargaining unit stands at the very bottom of the heap, whether external or internal comparisons are used for law enforcement personnel, the majority of this Panel must conclude, and has concluded, that the Union's final offer of 8% for FYB December 1, 1995, is more reasonable. As stated earlier, "catch up" is not a deviation or change from the status quo in these proven circumstances, but an expectable result of the outcome of free collective bargaining.

Because the external and internal comparisons show that the bargaining unit employees as a group are justified with an increase equal to the Union's proposal, and because the majority of the panel is not convinced that the Joint Employers' lack of capacity to meet these demands is demonstrably present, the Union proposal on this issue must be accepted as more appropriate under the statutory criteria.

AWARD:

For that reason, the Board awards as follows:

The Union's last best offer on wages/salary equity adjustment FYB December 1, 1995 is accepted.

The Joint Employers' Arbitrator dissents.

3. Wages/Equity Adjustment FYB December 1, 1996

The Union has proposed the following wage provision, as its last best offer, as regards wages/equity adjustment FYB December 1, 1996:

8% across-the-board increase effective December 1, 1996.

The Joint Employers' last best offer on wages for this final year of the new labor contract is as follows:

Reopener.

The Union reiterates all its prior arguments and believes that its proposal is supported under the criteria set forth under Section 14(h) of the Act. The Union further notes that its proposal for the last year of the contract, if selected, will only continue the process of narrowing the pay gap between DSIIIs and other comparable law enforcement officers in the county set outside

in U. Exs. 50 and 51. It emphasizes that the DSII deputies deserve the pay increases proposed by it, since the deputies in this bargaining unit deserve to receive comparable compensation to that paid by other law enforcement personnel in all the jurisdictions used as a basis for comparison.

In addition to all the above reasons for not granting the Union proposal and for this Panel's concluding that this final 8% increase would be grossly disproportionate and inappropriate, the Joint Employers emphasize that the wage reopener it proposes for the third year of the agreement is appropriate because hard economic data for 1996 does not exist. And, the Joint Employers also emphasize that the Union and Management have historically bargained three year agreements, with reopeners, so that the wage reopener is part of the status quo, which could be expected from free collective bargaining. Since each and every labor contract for the deputies that has been negotiated over the years contains reopeners, the Union must show compelling reason to deviate from that pattern, the Joint Employers argue.

The Panel of Arbitrators has carefully evaluated the proposals made by the parties with respect to wages for the final contract year, and has considered the various criteria established by the statute. One of the most important factors, which is to be considered, is the history in which the DSII deputies, as well as other sworn personnel, have always received general income increases equal to the general increases granted to other county

employees, plus 1%. The record reflects that a "catch up" or correction has been permitted for FYB December 1, 1995.

To accept a similar increase for FYB December 1, 1996, however, would totally destroy the historical negotiated salary increase relationship among law enforcement personnel, this record indicates and the majority of the Panel determines. Also, to grant such an increase would not permit an assessment of the ability to pay by the parties when more concrete financial and budgetary information will be available for bargaining, i.e., the need for real negotiations in the economic arena would be foreclosed. In a hotly contested matter such as this current case, some care needs to be taken to preserve the negotiations option, and to permit bargaining to a "mutually acceptable level of dissatisfaction" that characterize successfully concluded negotiations, the majority believes.

Where there is a desire to protect the quid pro quo aspects of collective bargaining, the parties also must be allowed to bargain for the needed changes -- from both sides' point of view. City of Evanston and IAFF (Malamud, March 30, 1994) at p. 43. Finally, on a more practical level, the "catch up" demanded by the Union in the light of the general range of current wage packages, either negotiated by parties in the public and private sectors, or granted through interest arbitration, of 2% to 4.5%, as noted above, requires a conclusion that bargaining in the last year of the contract for wage increases for these bargaining unit employees, with the hope the parties will not repeat their kneejerk passing of

the problem to interest arbitration, would be most appropriate to balance all the equities required to be considered under the statutory criteria. Fulton County Board and Fulton County Sheriff, S-MA-87-35 (McAlpin, 1987) at p. 12.

The majority of this Panel therefore believes that the Joint Employers' proposal for a reopener for this final proposal is more appropriate.

AWARD:

For that reason, the Board awards as follows:

The Joint Employers' position with respect to wages/equity adjustment FYB December 1, 1996, that is a reopener, is accepted.

The Union Arbitrator dissents.

e. Holidays

The Union's last best offer with respect to holidays is as follows:

Add the Friday after Thanksgiving.

The Joint Employers' final offer is:

No change.

The record discloses that the bargaining unit employees currently received 13 paid holidays, the Friday after Thanksgiving not being among them. The Union argues that its proposal is designed to bring the DSIIIs a benefit currently enjoyed by those employees with whom they work side by side, the Circuit Court Clerks. The Clerks currently receive the Friday after Thanksgiving as a paid holiday, as well as the 13 regular paid holidays currently enjoyed by DSIIIs. Moreover, the Union emphasizes that

the reason underlying the grant under this extra holiday to the Clerks is equally applicable to the vast majority of the court service deputies: the Friday after Thanksgiving is a court holiday and the courts are closed.

In support of this position, the Union argues that the cost to the Employer of the additional holiday is slight. Moreover, currently, the vast majority of court services DSII do not work the Friday after Thanksgiving. They are in fact encouraged by the Employer not to report to work that day. Further, they currently receive pay for that day, but are forced to utilize accrued benefit and/or compensatory time for that purpose.

Thus, the Union feels its position on this issue is an equitable benefit and should be supported by the Arbitration Panel, particularly because the Union shows that the only added cost the Employer would be the premium pay to the few DSIIIs who work that day.

The Joint Employers note that the County of Cook has designated 13 official holidays which apply to all its employees. The day after Thanksgiving has never been designated as an official holiday by the County. Further, no bargaining unit other than the Sheriff's office has the Friday after Thanksgiving as an official holiday. Hence, the Employer position on this issue is to deny an additional holiday, which Management believes is an unjustified demand for an additional economic benefit, but, more importantly, the adoption of this particular proposal would create a precedent

for making Election Day and other similar court holidays the basis of entitling bargaining unit employees to paid holidays.

The Panel of Arbitrators has examined the arguments and evidence with respect to holidays. It is concluded that there is no compelling reason for this issue as advanced by the Union to be granted, especially in light of the absence of any evidence that the Union offered a quid pro quo in exchange for its proposal to increase holidays. For those reasons, the Joint Employers' last best offer will be accepted.

AWARD:

The Joint Employers' position with respect to holidays is accepted.

The Union Arbitrator dissents.

f. Uniform Allowance

The Union's last best offer with respect to uniform allowances is as follows:

ARTICLE XIV
Miscellaneous

Section 14. Uniformed/Clothing Allowance

The Employer agrees to provide a uniform allowance of \$600.00 per year for uniformed employees. The Employer agrees to provide a clothing allowance of \$600.00 per year for plain clothes employees.

The Joint Employers' last best offer with respect to uniform allowances is as follows:

Effective December 1, 1994 increased to \$600.00 and Deputy Sheriffs not required to wear a uniform shall continue to receive no uniform allowance.

As regards the change to \$600.00 per year for uniformed employees, the parties have presented identical proposals. Consequently, that change is not in dispute. The only issue is whether non-uniformed officers in the Civil Process Division should receive a clothing allowance similar to a uniform allowance, or continue to receive no allowance as is currently the practice. The Union contends that the DSIIIs in the Civil Process Division are subject to a dress code, including dress shirt and pants, shoes and tie, and they are currently required to maintain these items at their own costs. There also was evidence that, at times, items of clothing may be damaged for DSIIIs in the Civil Process Division during the course of their employment, and not through normal wear and tear. Furthermore, the Union submits that non-uniformed law enforcement officers in other major law enforcement agencies in the area receive uniform allowances equal to those received by uniformed officers.

The Joint Employers contend that the Sheriff's office has never given an allowance to employees not required to wear uniforms. Moreover, unlike Sheriff's police, according to the record evidence, whose plain-clothes officers are required to purchase and wear uniforms for inspections twice a year, Civil Process Deputy Sheriffs are not subject to mandatory inspections and therefore have no need for uniforms. With regard to damage to clothing beyond normal wear and tear, that results from the particular work Deputy Sheriffs in Civil Process do, the Employer responds that there is insufficient proof on that point. Moreover,

the Joint Employers argue that normal wear and tear on personal clothing items may be increased for deputies who engage in secondary employment or who take care of personal matters while attired as required in the performance in the Civil Process Division.

The Panel of Arbitrators believes that the Joint Employers' proposal is a more realistic one. The request made by the Union for a \$600.00 uniform allowance, effective December 1, 1994, has been granted by the Employer. As long as there is no proof on this record that the Civil Process Deputies actually stand inspection in uniform twice per year, as do the Sheriff's deputies, then the conclusion must be that to grant this proposal would be a "breakthrough" without convincing evidence that negotiations would have brought such an agreement, and without any real evidence of a quid pro quo being presented by the Union. The Union has not demonstrated that anything other than a new and additional economic benefit would result from this proposal. The determinative factor for the majority of the Board is that the Union had an opportunity to show that the external and internal comparables it proffered truly reflected identical circumstances, for example, as regards the need to maintain uniforms for yearly inspections for the civil process division deputies. It has not done so. Several points raised by the Joint Employers underscore our conclusion, but that is the central one, the majority of the Panel concludes.

Under all the circumstances, therefore, it is believed that the proposal made by the Employer is most acceptable, and should be part of the new contract.

AWARD:

The Joint Employers' last best offer with respect to uniforms is accepted.

The Union Arbitrator dissents.

g. Automobile Allowance

The Union's proposal is as follows:

ARTICLE XIV

Section 15: add

The Employer agrees to provide an automobile allowance of \$2,000.00 per year for employees using their personal automobiles for work.

The Joint Employers' last offer with respect to automobile allowance is:

No change.

As with the clothing allowance issue, the Union's proposal for an automobile allowance affects only the approximately 250 DSIIIs in the Civil Process Unit. Presently, the DSIIIs in that unit are required to purchase, maintain and insure their own vehicles for use in the performance of their duties. Currently, the Employer provides a gasoline allowance of approximately 75 to 100 gallons per month (Jt. Ex. 2, Art. XIV, Section 15). The Union believes that deputies working in the Civil Process Unit should be compensated, in addition to regular compensation, for the costs of using up most of the useful life/mileage for the personal vehicles

that are placed at the Employer's disposal, which the record reveals can average 18,000 miles per year for many employees in this bargaining unit. The Union asserts that deputies should not be required to assume this extra burden for the reasonable replacement costs for these vehicles. In fact, as the Union views it, to do otherwise confers an unwarranted benefit upon the Employer.

The Joint Employers emphasize that working in Civil Process is purely voluntary, and deputies wishing to work in this division should have their demands for what is really increased compensation, including this thinly disguised Union proposal as regards automobile allowance compensation, considered in the light of the overall advantages of the assignment to those deputies who choose to do this particular work. There is nothing on this record to indicate that the gas allowance of any deputy was not sufficient to pay for the actual gasoline used in the performance of duties for a deputy in a normal month, the Neutral is reminded. Moreover, due to the unstructured nature of performing a deputy's duties in this unit, it would be an undue hardship for the Sheriff's office to distinguish, or to monitor, what portion of a deputy's use of his personal car is directly attributed to the performance of her or his duties.

In sum, there is certainly no justification for such an additional payment, the Joint Employers submit.

In analyzing the parties' position on this issue, the Neutral Chair has elected to accept the Joint Employer's position for

several reasons. First, the Union's proposal truly would be a breakthrough and therefore must be scrutinized in the manner thoroughly discussed in Kendall County, supra, and also as outlined under the General Considerations section of this Opinion and Award set out above. Second, the proposal is not confined to requiring a higher gas allowance, where appropriate, but rather it requires a \$2,000.00 per year monetary payment to compensate for a deputy's cost of insurance, the depletion of wearing out of the personal automobile being used for the Sheriff's business, as well as potential damage or extraordinary wear and tear on the vehicle which may occur in the ordinary performance of a deputy's duties, the record indicates. Third, these concepts are not in and of themselves unacceptable, but they indeed have severe cost ramifications that may not be justified along with the other economic issues under consideration. Finally, there is no evidence that any other group of County employees receives such a benefit, or that this is a "normal" benefit for law enforcement personnel similarly situated to the Civil Process Unit Deputies.

Consequently, while the concepts reflected in the Union's proposal on the automobile allowances certainly could be negotiated and accepted in either the public or private sector, on an arms length basis, before impasse, the Neutral Chair finds that without any indication of a quid pro quo or any compelling proof that such a unique benefit indeed could have been negotiated or was in some one deserved during this particular contractual negotiation, there

is no reason for not maintaining the status quo on this issue, the Neutral Chair concludes.

AWARD:

The last best offer of the Joint Employers is accepted.

The Union Arbitrator dissents.

h. Use of Benefit Time (agreed to)

i. Life Insurance

The Union's last best offer is modification of Article VII, Section 4 as follows:

ARTICLE VII

Section 4: change to

The County agrees to maintain the level of employee life insurance benefits and employee contribution toward premiums in effect on January 1, 1995, during the term of this Agreement.

The Joint Employers' last best offer with respect to life insurance is:

Continue County wide life insurance benefits as may be amended through November 30, 1997.

The Union maintains that the record evidence clearly shows that in June, 1994, the Employers unilaterally altered the then existing life insurance benefits for unit employees. The Union's proposal in the instant proceedings seeks to establish a maintenance of benefits or lock in for the currently provided benefits, and employee contribution toward premiums, by providing that both benefits and contributions of employees toward the premiums in effect on January 1, 1995, be continued during the term of this Collective Bargaining Agreement.

The Employer indicates that all employees of the County receive the same insurance benefit. This is true whether or not these employees are part of a bargaining unit, or whether they are senior employees, such as the President of the Cook County Board, or any other job. The Joint Employers also emphasized that it would be an administrative nightmare to have a particular group of County employees granted a separate life insurance package. Consequently, the Joint Employers believe that no change is appropriate.

The Arbitration Panel has examined the proposals of both parties carefully and has determined that the Union modified its previous position as presented at the hearings in this current case and deleted its demands for actual modifications in the life insurance package available to these bargaining unit employees in a manner that would be different from or inconsistent with the overall life insurance benefits for all Cook County employees. What is currently reflected in the Union's last best proposal is a maintenance and benefits provision for both benefits as regards life insurance in the plan as of January 1, 1995 and the premium levels to be charged these bargaining unit employees.

The Neutral Chair concludes that it is inappropriate for the Employer to have the ability to unilaterally obtain "takeaways" which potentially quite clearly could result in adding costs to bargaining unit members without concession bargaining or obtaining a quid pro quo exchange for increased life insurance costs to these employees. In accordance with the same reasoning presented earlier

on several issues where the Joint Employers' proposals were accepted as the more appropriate, the majority finds the Union has satisfied its burden to appropriate by demonstrating the need for change. Once the onus shifted to Management to show why insurance costs and benefits at the present levels should not be maintained, the majority finds the Joint Employers have not carried that burden.

Consequently, the Union's proposal on life insurance is found to be the more appropriate under the statutory criteria.

AWARD:

The Union's last best offer is accepted.

The Joint Employers' Arbitrator dissents.

j. Hospitalization Insurance

The Union proposes for a modification of Section 1 of Article VIII, the following language:

ARTICLE VII

Section 1: change to

The County agrees to maintain the level of employee and dependent benefits and employee contributions toward premiums, in effect on January 1, 1995, during the term of this Agreement. The parties recognize the need for flexibility on the part of the County in dealing with issues of hospitalization benefits and accordingly agree that the County may make changes to its current policy with respect to such matters as carriers and cost containment measures provided such changes do not effectively and substantially reduce the current levels of benefits or increase the current levels of employee contribution to premium.

The Joint Employers propose, with respect to hospitalization language, the following:

Continue County wide health insurance benefits as may be amended through November 30, 1997.

The Union finds the Joint Employers' position, with respect to this matter, totally unreasonable and objectionable. As with its proposal on life insurance, the Union's proposal for hospitalization seeks to lock in or maintain benefit levels and contributions by bargaining unit employees during the term of the agreement to what was previously changed by the Employer in June, 1994.

As the Union views it, this represents a considerable concession on the part of these employees, as the evidence shows the Employer unilaterally changed the previous benefits in June, 1994 to the detriment of the bargaining unit employees as regards both flexibility and choice of benefits, and costs of premium contribution. The Union strongly argues that it cannot accept a modification of this important benefit without the right to negotiate, or to continue to permit the Employer to have unilateral authority to negotiate the hospitalization benefits without direct negotiations with the Union on the part of these bargaining unit employees.

The Joint Employers indicate that it is currently negotiating with its providers of health insurance with respect to coverage, benefits and other aspects of the program in order to reduce costs. The Joint Employers insist that such a program, to be effective, must be county-wide covering all collective bargaining groups as

well as non-union employees. The Joint Employers insist that it would be totally improper and unacceptable to have one health insurance program for one bargaining unit, and another for different bargaining units. There must be one premium available for all County employees, the Joint Employers contend.

This means, according to the Joint Employers, it can negotiate effectively with the providers to acquire the best program at the lowest possible cost. For this reason, the County insists that it is imperative that the same program, with the same benefits and contributions as that for all other County employees, be capable of being negotiated for the employees covered by this Collective Bargaining Agreement, too.

The Board of Arbitrators has considered the positions of the two parties on this important matter carefully. From the majority of the Board's point of view, it would be inappropriate for the Union to accept a modification of so important a benefit, without the right to negotiate in any fashion. Consequently, while the panel recognizes the necessity for a uniform program for all County employees, this particular bargaining unit should not be prevented from exercising its right to negotiate with the Joint Employers on this issue, or to be protected from unilateral change. Should the Joint Employers be able to obtain concessions in this area from the other and bigger bargaining unit groups, and not give this unit an opportunity to similarly negotiate so as to at least attempt to influence the overall process, a greater skewing of the actual external and internal comparables could result.

Finally, the wage proposals awarded in this case have been weighed more towards the Union (but not completely so), the record shows. This was deliberate, and is based on a variety of strong and well-argued positions fully developed above. If the dollars awarded in "catch up" are siphoned off for health insurance and hospitalization increases not bargained by this Union for these employees, the pay increases granted would be illusory. That fact decidedly tips the balance of factors in favor of the Union, when balanced against equity and its poor place on the comparability factor. Fulton County, supra.

Accordingly, the maintenance of benefits provision should therefore be selected in this instance, as well as with regard to life insurance, the majority rules.

AWARD:

The Union's last best offer with respect to hospitalization language is accepted.

The Joint Employers' Arbitrator dissents.

k. On-Call Compensation

Union proposal:

ARTICLE III

Section 7: add

Employees shall receive one-hour compensatory time for each day they are required to be in "on-call" status, which shall include, but not be limited to, the wearing of a pager.

Employer proposal:

No additional compensation for on-call status.

The Union's proposal was designed to compensate the officers on on-call status with the rough equivalent of one day hire back pay, at current rates, for each week spent on on-call status. As such, the proposal roughly approximates the loss of the DSII of his/her right to work hire back during that period, the Union believes, and thus brings their overall compensation into line with other DSIIIs.

The Joint Employer argues that "on-call" status applies to approximately 9 deputies in the Child Support Unit out of approximately 1,700 deputy sheriffs. "On-call" status is a mandatory requirement of the position, but the 9 deputies joined this unit purely on a voluntary basis. The Joint Employer argues that this particular proposal by the Union represents a thinly disguised demand for an increase in pay for an extremely small group of employees from merely having the obligation to carry a "pager". Moreover, it would be a tremendous administrative hardship on the Sheriff to carry the financial burden for the slight inconvenience of carrying a pager for the 9 volunteer employees who are covered by the particular proposal.

The Panel of Arbitrators has examined the arguments on both sides. As the majority of the Panel views it, there is no cogent argument to change the current practice via this particular contract, since the obligation to carry a pager is a minor inconvenience when compared to the potential costs in overtime and administrative inconvenience, as the Employer correctly points out. Therefore, the Joint Employers' last best offer must be accepted.

AWARD:

The Joint Employers' last best offer is accepted.

The Union's Arbitrator dissents.

1. **Compensatory Time and/or Overtime Compensation**

Union proposal:

ARTICLE III

Section 3: change to

Employees who are required or permitted to work overtime will be compensated in accordance with the Fair Labor Standards Act. Employees' normal workday shall be eight (8) consecutive hours of work including a one-hour paid lunch. Employee's normal work week is forty (40) hours of work in a seven-day period, Sunday through Saturday. For all hours of work in excess of eighty (80) hours in a biweekly pay period, employees will be compensated at a rate of time and one-half (1-1/2) their normal rate of pay. At the employee's option, such compensation will be made in the form of compensatory time off or pay. For purposes of this section, hours of work shall, in addition to hours actually worked, include holidays and used vacation and personal days.

Employer proposal:

No change.

The Union frankly admits that its proposal is designed to bring the DSIIIs into line with the overtime provisions applicable to Cook County Correctional Officers who receive time and one-half their normal rate of pay for all hours of work in excess of 80 hours in a bi-weekly period, and Cook County Deputy Police who receive time and one-half for all hours worked in excess of 160 hours in a 28-day work cycle. The Union's proposal thus serves to remove another indicia of "second-class" status as regards internal

comparables which the Union believes has been given the DSIIIs by the Joint Employers.

The Employer's last best proposal on this issue is to maintain the current system. The Employer argues its current practice of paying compensatory time and overtime compensation exceeds the requirements under the Fair Labor Standards Act. Overtime under the current practice and the contractual provisions which should be maintained is paid on a 28-day period, i.e., for all hours actually worked between 160 and 171 in such period at time and one-quarter. For all hours actually worked over 171 in that period, there is a time and one-half overtime premium. The above payments are based on hours actually worked in the period, and no hours, paid or unpaid, not actually worked will be counted toward the hours requirement.

The Board of Arbitrators has considered the arguments of both sides with respect to this issue very carefully. As has already been suggested by interest arbitrator Irwin M. Lieberman, in an earlier interest arbitration between the Joint Employers and this Union for the bargaining unit representing Corrections Officers, supra, (Dec. 3, 1993) at pp. 30-32, the Employer's "notion that overtime be paid at the rate of 1 1/4 times the regular rate for hours actually worked between 160 and 171 in a 28-day period is at best conservative." Time and one-half hours of overtime is conventional throughout industry as Neutral Panel Chairman Lieberman further stated in the referenced interest arbitration award, supra. Indeed, the Neutral agrees with Arbitrator Lieberman

that this method of payment is indeed the norm throughout the public sector as well.

The Neutral Arbitrator has long been philosophically in sympathy with the position that the norm or standard as regards overtime and compensatory time for law enforcement officers is what the Union currently proposed as regards Issue 12. Perhaps more important, there is a strong internal comparability argument in favor of the Union's proposal. See Arbitrator Lieberman's discussion of the issue in his 1993 award between Local 714 and the Joint Employers in the interest arbitration involving correctional officers (December 3, 1993) at p. 30-31. The particular proposal of the Union here is therefore not deemed a "breakthrough" by the majority of the Board, but clearly a "catch up" with the internal comparables as regards overtime in the two other law enforcement bargaining units that deal with the Sheriff. From the standpoint of good practice, as well as the historic approach to overtime, the Union's proposal appears to be the more reasonable one and must be adopted as most appropriate, the majority of the Panel rule.

AWARD:

The Union's last best offer with respect to overtime pay is accepted.

The Joint Employers' Arbitrator dissents.

m. Hire Back

Union proposal:

ARTICLE III

Section 3: add

- C. All hours of work under the Employer's "hire back" program will be considered hours of work for purposes of overtime compensation.

Employer proposal:

Deputy Sheriffs shall be compensated for all hours work in accordance with Article III (Hours of Work and Compensation) of existing contract.

The parties are in apparent agreement that hours of work under the Employer's "hire back" program shall be considered hours of work for purposes of overtime. Indeed, both parties agree that the term "hire back" should be dropped and not used by the parties from this point forward. To make sure that the intent is clear as regards this agreed-upon issue, the Neutral adopts the language of both offers, as follows:

ARTICLE III

Section 3: add

- C. Deputy Sheriffs shall be compensated for all hours worked in accordance with Article III (Hours of Work and Compensation), as provided above. All hours of work under the Employer's former "hire back" program will be considered hours of work for purposes of overtime compensation.

AWARD:

The language set forth immediately above is adopted and shall be incorporated into the parties' 1994-1996 Collective Bargaining Agreement.

V. NON-ECONOMIC ISSUES

1. Sheriff's Drug-Free Workplace Policy

Union proposal:

ARTICLE XIV

Section 18: add

The provisions of the Mandatory Guidelines for Drug Testing (53 FR 11979-11989) published on

April 11, 1988, as amended, shall apply in full to all drug testing of employees.

Employer proposal:

Continue current policy in practice.

Interest arbitration procedures, as noted at various points above, are intended to produce decisions which approximate the outcome of free or arm's length collective bargaining. On the issue of drug testing of these bargaining unit employees, the Union strenuously contends that the requirements of the use of a medical review officer before any positive tests are reported to the Sheriff or his representatives as is the similar federal drug testing practice is by far the fairer and more appropriate procedure.

The absence of an MRO renders doubtful any positive result for the presence of opiates, for example, and specifically codeine and/or morphine as any indication of opiate abuse. It is only unlawful use of codeine and/or morphine that is at issue and the need to review medical information in advance of a determination of an actual positive for a particular employee is critical, the Union insists. Extensive testimony was presented as to the particular

circumstances of one employee who used "Tylenol III" after medical procedures and lost both her credentials and weapon for a 2-day period, as well as her anonymity as regards the random drug test based on a totally "false positive," the Union argues. Use of MRO would cure this procedural defect, the Union asserts.

The Union also stresses that where a public employer seeks to test its employees for the presence of drugs, the taking of separate urine samples at the point where the employee observes and initials the chain of custody control forms would give both the appearance of actual security from any potential tampering or exchanges in specimen samples later on down the line, at the testing laboratories or otherwise. The Union asserts that federal regulations mandate such a separation of samples at the point of collection, and asserts that, aside from the MRO provision, this is the central point for this final best offer.

The Joint Employers, on the other hand, directly assert that the Union should not be heard to argue for the "police" status of Deputy Sheriffs as regards economic issues and especially pay, and then demand treatment as regards drug testing that is not comparable to the norm for law enforcement personnel in Cook County or other comparable jurisdictions. The Sheriff emphasizes that the office-wide drug free workplace policy uses the federal guidelines for its basic framework but goes on to recognize the special needs for a stricter drug testing program that is required of the Sheriff's office as a law enforcement agency. For this reason, the Sheriff's office modeled its drug testing procedures after the

Chicago Police Department's procedures, the Joint Employers pointed out.

The majority of the Panel believes that the Sheriff is correct that the basic procedures of the drug testing policy for a law enforcement agency are permissibly different from that of other private or public sector employers. In all instances where drug testing procedures are utilized, there must be a balancing between rights of privacy interests for the individual and the public's needs. In this particular situation, the Neutral concludes, after due consideration of the parties' respective arguments on this issue, that Management is correct that the special status of a law enforcement officer requires a different balance from other employees, with regard to the speed necessary once a potential positive drug test result has occurred.

Since law enforcement personnel carry weapons, have the right to arrest, and may, when appropriate, use lethal force, the need for every individual performing those duties to be "drug free" is paramount over privacy interests unless compelling evidence of genuine problems exist. On the current record, the claim of a need for separate collection and identification of specimens at the point where the individual signs and reviews the custody forms has not been shown to be the norm for drug testing procedures in any but a single jurisdiction where law enforcement personnel work. Thus, a procedure and methodology have already been put in place, and that process is consistent with many similar programs involving law enforcement personnel, although certainly not all of them.

As regards the MRO, the potential for delay while medical information is gathered and reviewed by such a medical officer outweighs the possibility for a false positive initial outcome for a particular employee, the majority of the Panel concludes. It is to be stressed that the employee's opportunity to present medical documentation that might change a "positive" drug test result, based on prescribed opiate use, for example, is preserved for every bargaining unit employee.

What is at issue is the timing and method of presenting that data, the majority holds. Under the current system, it is the burden of the employee to rebut any positive result with specific medical documentation. The circumstances provide real incentives for that data to be gathered and presented as expeditiously as possible. In the meantime, the particular individual is on administrative leave, and the credentials and weapon of that employee has been lifted. There is no compelling reason to change that system, if the "police" status of these employees is actually to be respected, the majority of the Board of Arbitration finds.

AWARD:

The Joint Employers' final proposal is adopted.

The Union's Arbitrator dissents.

2. Discipline/Fast Track Arbitration

Union proposal:

ARTICLE XI

Section 8: add

For all discipline involving suspensions or from four (4) through thirty (30) days, as provided in Article XIV, Section (8)(2), the following procedures will apply:

- (a) Following receipt by the Union of the Step 4 answer, either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The party filing such request shall designate to FMCS that all panel members shall reside in the Chicagoland area and be member of the National Academy of Arbitrators. The arbitrator shall be selected using the alternate strike method.
- (b) The parties will endeavor to schedule such grievances to be heard sequentially in the same arbitral session and before the selected arbitrator whenever practicable.
- (c) All hearings will be held as close to the grievant's worksite as is practicable. The Employer will, upon reasonable notice from the Union, release from duty any employees requested by the Union as representatives or witnesses.
- (d) The hearing shall be informal. There will be no stenographic recording of the proceedings and the parties will file no post-hearing briefs unless otherwise agreed.
- (e) The arbitrator will issue a short, written award, usually no more than five (5) pages, setting out briefly the findings of fact and the conclusions in support thereof.

Employer proposal:

Continue the terms contained under Article XI (Grievance Procedure) of existing contract.

The Union's proposal is designed to streamline the arbitration process and make such process more accessible to the Union and employees to challenge lower level discipline, that is, those disciplinary actions involving suspensions of 29 days or less. As such, the Union argues, it serves to strengthen the right of employees under the agreement to be disciplined only for just

cause. The Joint Employers, however, argue that the Union's final best offer may work to the detriment of the bargaining unit deputies. Under the Union's proposal, for example, the arbitrations would not be transcribed by a court reporter. Moreover, the opportunity to obtain "fast track arbitration" may discourage the resolution of disciplinary actions at the lowest steps of the grievance procedure, according to the Joint Employers.

While the Joint Employers' argument on the encouragement of taking unfounded cases to arbitrations under a "fast track" system is interesting, it is not one that convinces the Neutral Arbitrator. The benefits of an expedited arbitration process for minor discipline, for use of greater informality and a reduction in overall costs coming from its simplified procedures should serve the interests of both parties, the Neutral opines. The fact that the Employer's concerns to the contrary seem speculative cause the adoption of the Union's proposal as the more appropriate.

AWARD:

The Union's position with respect to "fast track arbitration" is accepted.

The Joint Employers' Arbitrator dissents.

3. Sheriff's Merit Board Pre-Trial Procedures

Union proposal:

ARTICLE XIV

Section 9: add

B. Pre Trial Procedures

- (1)(a) Every employee charged in a Complaint before the Merit Board shall be furnished, on or

before the date of service of such Complaint and Notice of Hearing, with a complete copy of the internal investigate file from IAD.

(b) Any request for information made by an employee, or his representative, charged in a Complaint before the Merit Board shall be answered in good faith within fourteen (14) days of service of such request on the Employer or its representative.

(2) (a) The Employer shall have no right to suspend an employee without pay during the pendency of a Complaint before the Merit Board unless the Employer fully complies with the requirements of this Section. In no event, shall the suspension of an employee for such period exceed one hundred eighty (180) days. In such event the employee will be immediately reinstated with full backpay for all periods of suspension inconsistent with this paragraph.

(b) No employee subject to a suspension without pay during the pendency of a Complaint before the Merit Board shall be deemed ineligible for any amount of backpay during such period of suspension merely because of a delay or continuance in the proceedings on such Complaint.

Employer proposal:

Merit Board procedures are outside the jurisdiction of joint employers, therefore, continue current policy in practice.

The Board believes that a change in the Merit Board pre trial procedures is required, based on the voluminous testimony presented by both parties at the arbitration hearings. However, the Board also notes that it has no authority to control many aspects of the process of the actual Merit Board nor the functioning of the State's Attorney's Office in its role as lawyer for the Sheriff.

Based on this entire record, the Board believes that the following language, which is obtained in part from both the

Employer and Union proposals, shall be awarded as added Section 8 to Article XIV.

ARTICLE XIV

Section 9.

B. Pre Trial Procedures

- (1) (a) Every employee of the Sheriff's office charged in a complaint before the Merit Board shall be furnished, upon his/her request, in writing, on or before 14 days from the date of service of such complaint and notice of hearing, with a complete copy of the internal investigative file from Internal Affairs Division (IAD).
- (1) (b) The Employer shall have no right to suspend an employee without pay during the pendency of a complaint before the Merit Board unless the Employer fully complies with the requirements of the previous paragraph (paragraph (1)(a)) of this Section 9 with regard to the furnishing of the IAD investigative file on or before the 14th day from the date of service of the complaint and notice of hearing.

AWARD:

The language set forth immediately above is adopted and shall be incorporated into the parties' 1994-1996 Collective Bargaining Agreement.

The Joint Employers' Arbitrator dissents.

4. Job Posting and Transfers/Probationary Employees and Administrative Unit Employees

The Board believes that a change is required in both Issues 17 and 19, involving job posting and transfer, as well as probationary employees and administrative unit employees. Based on this entire record, the Board believes the following language which is obtained from both the Employer and Union proposals, shall be substituted for the current language with regard to Article XV, Sections 1-3:

ARTICLE XV

Job Posting and Transfers

Section 1. Vacancy:

A recognized vacancy for the purpose of this article exists when an employee is transferred, resigns, retires, dies, is discharged, when there are new facilities/units/shifts created, or when the Employer increases the number of employees in a facility/unit/shift, except for details for not more than 60 days. An assignment within a facility, unit and shift or within a district of the Civil Process Division is not a recognized vacancy. The Employer shall determine whether or not a recognized vacancy shall be filled. If and when the employer determines to fill a recognized vacancy, this article shall apply. Further, there is no recognized vacancy created as a result of emergencies, or when an employee is removed for disciplinary reasons up to 30 days. When an employee is suspended and removed for disciplinary reasons for more than 30 days a recognized vacancy is created. A successful bidder may not bid for another recognized vacancy for one (1) years.

Section 2. Facilities/Unit Open to Posting and Bidding Process:

1. SUBURBAN DISTRICT COURTS #2
2. SUBURBAN DISTRICT COURTS #3
3. SUBURBAN DISTRICT COURTS #4
4. SUBURBAN DISTRICT COURTS #5
5. SUBURBAN DISTRICT COURTS #6
6. POLICE COURTS NORTH (CITY OF CHICAGO)
(INCLUDES MENTAL HEALTH COURT)
7. POLICE COURTS SOUTH (CITY OF CHICAGO)
8. CRIMINAL COURTS BUILDING (26th & California)
(INCLUDES JURY TRANSPORTATION UNIT)
9. 13TH & MICHIGAN AVENUE
10. DALEY CENTER (INCLUDES COUNTY BUILDING)
11. 1121 S. STATE STREET
12. TRAFFIC COURT (321 N. LaSalle St.)
13. JUVENILE COURT (1100 S. Hamilton)
14.
 - a. CIVIL PROCESS DISTRICT #1
 - b. CIVIL PROCESS DISTRICT #2
 - c. CIVIL PROCESS DISTRICT #3
 - d. CIVIL PROCESS DISTRICT #4
 - e. CIVIL PROCESS DISTRICT #5
 - f. CIVIL PROCESS DISTRICT #6
15.
 - a. CHILD SUPPORT CIVIL PROCESS
 - b. CHILD SUPPORT WARRANTS
16. JURY TRANSPORTATION
17. WARRANTS

- 18. EVICTIONS
- 19. LEVY
- 20. COMMUNITY SERVICE (SWAP)

The Employer is only required to post a recognized vacancy in a facility/unit not a specific assignment within the facility/unit. The Employer has the exclusive right to permanently or temporarily assign any employee within the same facility/unit. Assignments within a facility/unit/shift, and assignments within a district of the Civil Process Division will be offered to employees within the relevant facility/unit/shift, or within the relevant district of the Civil Process Division on the basis of seniority.

Section 3. Posting of Vacancies and Bidding:

Whenever the employer determines to fill a recognized vacancy in the 20 16 facilities/units in Section 2 above, the vacancy will be posted and filled in the following manner:

- A. All vacancies shall be posted for a minimum of ten (10) working days in all locations, and in plain view; provided, vacancies in units which are specific to a single facility will be posted in the facility for a maximum of ten (10) working days and will only be posted in other locations if a successful bidder cannot be found from within the facility in accordance with paragraph C of this Section.

* * * *

Section 4. Probationary and Administrative Unit Employees:

No change from existing language.

* * * *

The Arbitration Board orders that Section 4, involving Probationary and Administration Unit Employees, and as reflected in Issue 19 in this Interest Arbitration, shall not be changed and that the current language shall also be reincorporated into the 1994-1996 Collective Bargaining Agreement, as well as Section 5, where no issues have arisen in this Interest Arbitration. However, Section 6 is hereby modified and the following language shall be

substituted from the current language of Article XV, Section 6 in the parties' 1994-1996 Collective Bargaining Agreement:

Section 6. Exceptions to the Requirements of Job Posting, Bidding and Transfers: Notwithstanding any other provision of this Article XV, including the posting and bidding provisions, the parties agree:

A. During the term of this Agreement the Employer has the exclusive right, in his sole discretion and for any reason, to fill any recognized vacancy or transfer to such vacancy up to and including 25 employees during the first contract year, 25 employees during the second contract year, and 25 employees during the third contract year; provided, no employee shall be transferred or reassigned under this Section involuntarily. The Employer will notify the Union in writing within fourteen (14) days of such transfers.

* * * *

D. The exercise of the Employer's exclusive rights under this Section 6 are not grievable, except for claims of violation of paragraph A above.

All other items in Article XV, as noted above, shall continue unchanged in the parties 1994-1996 Collective Bargaining Agreement.

AWARD:

The language set forth immediately above is adopted and shall be incorporated into the parties' 1994-1996 Collective Bargaining Agreement.

The Joint Employers' Arbitrator dissents.

5. Pay Day

Union proposal:

ARTICLE XIV

Section 16: change to

Employees will be paid on a bi-weekly basis. The Employer will have the checks available to employees no later than 8:00 a.m. on pay day.

Employer proposal:

No change.

The Joint Employers' position on this issue seems to be most reasonable. The Union did not demonstrate that its demands as regards the availability of paychecks could reasonably be satisfied by the Employer if incorporated into the contract as a mandatory written position. Certainly, employees should not have to endure unnecessary delays in the delivery of their paychecks. The Employer has demonstrated that it is making every reasonable effort to timely deliver the paychecks to the DSIIIs. In addition, the fact that it is absolutely true that employees should be entitled to prompt delivery of their paychecks does not, under these circumstances, require an actual provision in the labor contract to achieve that result, when the Employer provided evidence on this record that is indeed persuasive that it is doing everything that is practical.

Given the facts of this issue, the Joint Employers' proposal is accepted.

AWARD:

The Joint Employers' position with respect to "pay day" is accepted.

The Union Arbitrator dissents.

6. Probationary Employees and Administrative Unit Employees

Union proposal:

ARTICLE XV

Section 4: change to

- B. Within 2 weeks of the start of an Academy Class for Probation Employees, the Employer shall post vacancies equal to the number of employees in the Academy Class. Bidding shall be available to all non-probationary employees. The location of these vacancies shall be selected at the Employer's discretion. Upon the completion of the Academy Class, each successful bidder shall be transferred to the vacancy into which he/she bid, and Academy Class graduates (probationary employees) shall be assigned to the vacancies created by the successful bidders, as referenced herein, at the Employer's discretion. Nothing herein shall be deemed to restrict the authority of the Employer to assign employees at the Employer's discretion during their probationary period.

Employer proposal:

Continue the terms contained under Article XV, Section 4 of existing Contract.

See the discussion of the entire Article XV presented as regards Issue 17 above, including Section 4, wherein that section is adopted as unchanged from the prior Section 4. The same conclusion as to Section 4 as remaining unchanged is adopted as a resolution to Issue 19, also, and is incorporated herein as if fully rewritten.

AWARD:

The language set forth as Article XV, Section 4, supra, is adopted and shall be incorporated into the parties' 1994-1996 Collective Bargaining Agreement. This language provides for no change in the existing Section 4 to Article XV.

7. Radios

Union proposal:

ARTICLE XIV

Section 19:

The Employer will make every effort to provide radios to all street units who request same.

Employer proposal:

No change.

Based on the entire record, the Board believes that the following language, which is obtained primarily from the Union proposal, shall be added as Section 19 to Article XIV, as follows:

ARTICLE XIV

Section 19. Radios

The Employer will make every reasonable effort to provide radios to all street units who request same.

AWARD:

The language set forth immediately above is adopted and shall be incorporated into the parties' 1994-1996 Collective Bargaining Agreement.

8. Maintenance of Credentials

Union proposal:

ARTICLE XIV

Section 20: add

Employees shall be entitled to maintain their credentials as deputies at all times while in pay status except while under investigation for conduct of such nature as to reasonably suggest that the employee may pose a threat to the health and safety of the public and or other employees.

Employer proposal:

Continue current policy in practice including making available picture IDs, noting Employee's social security number when Deputy Sheriff credentials are forfeited.

In support of this position, the Union argues that this is a no cost item to the Employer, but the maintenance of credentials can be absolutely essential to deputies who have conscientiously performed their law enforcement duties. Accordingly, the removal of credentials, which includes the DS to badge, identity card and license to carry a weapon, should only be done when a particular DSI has proved to be a threat to the public or other employees, or an individual who has brought disrepute upon the Service. Under circumstances where an employee is in fact believed to impose a threat to others, the Union claims, the Sheriff always send the employee, after suspension without pay, to the Merit Board for discipline. In all other circumstances, credentials should not be removed, the Union argues.

The rationale of the Employer's position is that there are a number of situations, both disciplinary and non-disciplinary, where credentials properly are removed. Employees who are on an extended leave of absence, for example, should not maintain credentials, the Employer points out. If a deputy is subject to disciplinary action, or is indeed under investigation, the Sheriff has a public safety obligation to prevent that deputy, as a law enforcement officer, from performing his or her duties or asserting his or her authority until whatever factual issues exist have been properly investigated and resolved.

The pay status of the individual employee is an entirely separate issue from maintenance of credentials which should continue to be in accordance with the policy and practice of making

available picture IDs, noting an employee's social security number, when the particular DSII has his or her credentials forfeited, the Joint Employers also contend.

While the Union's argument is not without some merit, on balance, this particular non-economic benefit is not to be granted in this arbitration, based on the status of the DSII's as law enforcement personnel, which the Union insists every deputy possesses and which has been strongly considered in the assessments of economic factors, such as wage rate comparables. Such a benefit to the deputies as the removal of credentials only while the employee is under investigation for conduct that would reasonably suggest that he or she may pose a threat to the health or safety of the public or other employees seems to disregard the special considerations that are inherent in the law enforcement employee's particular and unique position of authority.

From the Neutral's point of view, there is no persuasive evidence that there was such an abuse of authority by the Employer in this entire area that the normal considerations involving law enforcement personnel must be put aside. Therefore, the Board believes that the proper conclusion, which in fact it awards, is that there be no change in the current contract language or the policies and practices of the Sheriff's office on this final issue.

AWARD:

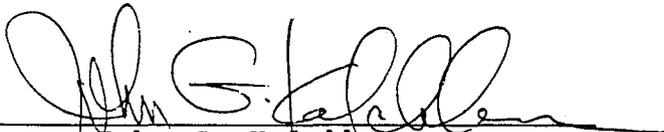
The Board finds that there is no change in the current contract language or the policies and practices of the Sheriff's office on maintenance of credentials.

VI. CONCLUDING FINDINGS

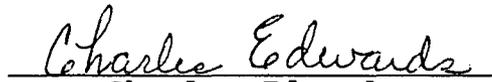
In light of the foregoing analysis, the majority of the Arbitration Panel adopts all the specific awards set forth in Sections 2 and 3 of this Opinion, incorporated herein as if fully rewritten, along with the contract terms tentatively agreed to by the parties and reflected in their Joint Exhibit 1. In reaching this conclusion, the entire Arbitration Panel has considered all the pertinent statutory factors set out in Section 14(a) of the IPLRA, including the parties' Stipulations, external and internal comparability, the interest and welfare of the public and the financial ability of the unit of government to meet those costs, the overall compensation presently received by the employees, changes in any of the foregoing circumstances during the pendency of the arbitration proceedings, and such other factors, not confined to the foregoing, taken into consideration in the determination of wages, hours and conditions of employment in collective bargaining.



Elliott H. Goldstein
Chair, Arbitration Panel



John G. Kalchbrenner
Joint Employer Member
Arbitration Panel



Charles Edwards
Union Member
Arbitration Panel

December 8, 1995

ILLINOIS STATE LABOR RELATIONS BOARD
LOCAL LABOR RELATIONS BOARD
INTEREST ARBITRATION

RECEIVED

JAN 10 1996

IL LOCAL LABOR
RELATIONS BOARD

BEFORE

ELLIOTT H. GOLDSTEIN, NEUTRAL ARBITRATOR AND CHAIRMAN
JOHN G. KALCHBRENNER, COUNTY APPOINTED ARBITRATOR
CHARLES EDWARDS, UNION APPOINTED ARBITRATOR

IN THE MATTER OF THE ARBITRATION

LLRB No. L-MA-95-001

BETWEEN

Arb. No. 95/003

TEAMSTERS LOCAL UNION NO. 714
("Union")

Deputy Sheriff
Interest Arbitration

AND

COUNTY OF COOK AND
SHERIFF OF COOK COUNTY
("Joint Employers" or "Employer")

REASONS FOR REJECTION
OF TERMS OF ARBITRATOR'S
OPINION AND AWARD

In accordance with Section 14 of the Illinois Public Labor Relations Act ("Act") the Cook County Board Of Commissioners has in reference to the above entitled Arbitration undertaken to review each term decided by the arbitration panel and has by a 3/5 vote affirmatively rejected the four (4) terms listed below effective December 20, 1995. Further, the governing body provides the following reasons for such rejections with respect to each term so rejected, within the statutory time limits:

1. ARBITRATOR'S AWARD - 8% across-the-board increase effective Dec. 1, 1995.

Reason(s) For Rejection:

- a) The amount of the increase is not in the interest and welfare of the public and the unit of government is financially unable to meet those costs without significantly altering its budgetary and managerial priorities.
- b) The wages, hours and conditions of employment of the employees involved in the arbitration proceeding are comparable to the wages, hours and conditions of employment of other employees performing similar services in public employment in comparable communities.
- c) The wage increase exceeds the average consumer prices for goods and services.
- d) 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, and continuity and stability of employment and all other benefits received was not given sufficient consideration.

2. ARBITRATOR'S AWARD - The County agrees to maintain the level of employee life insurance benefits and employee contribution toward premiums in effect on Jan. 1, 1995 during the term of this Agreement.

Reason(s) For Rejection:

- a) The amount of the increase is not in the interest and welfare of the public and the unit of government is financially unable to meet those costs without significantly altering its budgetary and managerial priorities.
- b) 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, and continuity and stability of employment and all other benefits received was not given sufficient consideration.
- c) This term of the award would cause an enormous administrative burden to the County and significantly reduce its ability to procure the best premium for life insurance coverage.

3. **ARBITRATOR'S AWARD** - The County agrees to maintain the level of the employee and dependent benefits and employee contribution toward premiums in effect on Jan. 1, 1995 during the term of this Agreement. The parties recognize the need for flexibility on the part of the County in dealing with the issues of hospitalization benefits and accordingly agree that the County may make changes to its current policy with respect to such matters as carriers and cost containment measures provided such changes do not effectively and substantially reduce the current levels of benefits or increase the current levels of employee contribution to premium.

Reason(s) For Rejection:

- a) The amount of the increase is not in the interest and welfare of the public and the unit of government is financially unable to meet those costs without significantly altering its budgetary and managerial priorities.
- b) 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, and continuity and stability of employment and all other benefits received was not given sufficient consideration.
- c) This term of the award would cause an enormous administrative burden to the County and significantly reduce its ability to procure the best premium for hospitalization insurance coverage.

4. **ARBITRATOR'S AWARD** - Employees who are required or permitted to work overtime will be compensated in accordance with the Fair Labor Standards Act. Employees' normal workweek shall be eight (8) consecutive hours of work including a one-hour paid lunch. Employees' normal workweek shall be forty (40) hours in a seven-day period, Sunday through Saturday. For all hours of work in excess of eighty (80) hours in a bi-weekly pay period, employees will be compensated at the rate of time and one-half (1-1/2) their normal rate of pay. At the employees option, such compensation will be made in the form of compensatory time off or pay. For purposes of this section, hours of work shall, in addition to actual hours worked, include holidays and used vacation and personal days.

Reason(s) For Rejection:

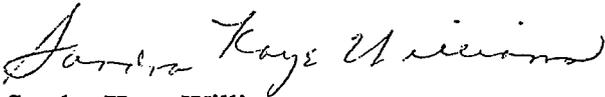
- a) The amount of the increase is not in the interest and welfare of the public and the unit of government is financially unable to meet those costs without significantly altering its budgetary and managerial priorities.

- b) The wages, hours and conditions of employment of the employees involved in the arbitration proceedings are comparable to the wages, hours and conditions of employment of other employees performing similar services in public employment in comparable communities.
- c) 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, and continuity and stability of employment and all other benefits received was not given sufficient consideration.

A copy of this notice of rejection and reasons for such rejections will be filed with the Illinois Local Labor Relations Board.

Sincerely,

Date: 1/8/96



Sandra Kaye Williams
Secretary to the Board of Commissioners
of Cook County

SAK/cm