

BEFORE
EDWIN H. BENN, Chairman
JOHN PARIS, Union Arbitrator
JOHN KALCHBRENNER, Employer Arbitrator

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Illinois State Lab Rel. Bd.
SPRINGFIELD, ILLINOIS

In the Matter of the Arbitration

between

**COUNTY OF COOK AND COOK COUNTY
SHERIFF**

and

**METROPOLITAN ALLIANCE OF POLICE
COOK COUNTY SHERIFF'S POLICE
CHAPTER #201**

CASE NO.: L-MA-97-009
Arb. Ref. 97.270
(Interest Arbitration)

OPINION AND AWARD

APPEARANCES:

For the Employer: Joseph E. Tilson, Esq.
Jacob M. Rubinstein, Esq.

For the Union: Joseph R. Mazzone, Esq.

Place of Hearing: Chicago, Illinois

Dates of Hearing: October 15, 1997; December 12, 1997

Dates Briefs Received: March 5, 1998 (Union); March 6, 1998
(Employer)

Date of Award: May 31, 1998

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I. BACKGROUND

This is an interest arbitration conducted pursuant to the Illinois Public Relations Act ("IPLRA"), 5 ILCS 315/14. The Joint Employer is the County of Cook and the Sheriff of Cook County ("Employer"). The Union represents Police Officers below the rank of Sergeant in the Sheriff's Police Department ("SPD"). Union Exhs. Vol. 1, Tab 13.

II. ISSUES IN DISPUTE

The parties have resolved many issues through the negotiation process. See Union Exhs. Vol. 1, Tab 2. The parties have identified the following issues as unresolved (Union Brief at 5; Employer Brief at 1):

1. Percentage increase for wages;
2. Top out pay;
3. Specialty pay;
4. Benefit for officers killed in the line of duty;
5. Uniform allowance; and
6. Subcontracting.

III. THE STATUTORY CRITERIA

The statutory provisions governing the issues in this case are found in Section 14 of the IPLRA:

(g) ... As to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in subsection (h).

* * *

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

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

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conditions of employment of other employees performing similar services and with other employees generally:

(A) In public employment in comparable communities.

(B) In private employment in comparable communities.

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

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

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

(8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in 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.

IV. DISCUSSION

A. Comparability

1. External Comparability

Section 14(h)(4)(A) of the Act specifies the examination of "... public employment in comparable communities". The parties have taken a decidedly different approach to external comparability.

The Union asserts the following entities are relevant for examination of external comparability (Union Exhs. Vol. 1, Tab 1, p.1):

City of Chicago
Village of Tinley Park
Village of Schaumburg
State of Illinois
County of Will

For consideration as comparables, the Employer tenders the Regional Governmental Salary & Fringe Benefit Survey, Cook County Bureau of Administration, Department of Human Resources (44th ed.) which studies the six county Chicago metropolitan area, and which breaks the various public

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employing entities into six regions of 106 participating agencies (with the City of Chicago, Cook County and the State of Illinois in Region 1). Employer Exhs., Tab 4. The Employer also seeks certain comparisons be made to counties and cities in other states around the country. Employer Exhs., Tabs 5, 8.

The silence of the Act on how to choose comparable communities renders the job most difficult. See this Chairman's award in *Village of Algonquin and Metropolitan Alliance of Police*, S-MA-95-85 (91996) at 2.

One of the most difficult tasks facing an interest arbitrator in Illinois is to select "comparable communities" as required by the Section 14(h)(4)(A) of the IPLRA. Aside from using the phrase "comparable communities", the statute gives absolutely no guidance on how to select those "comparable communities".

Over the years, this Chairman has analyzed comparables proposed by parties in interest arbitrations by determining through the stipulations of the parties whether there is an agreed upon range of comparables and then attempting to determine whether the remaining disputed comparables have sufficient contacts on certain factors within that range (*e.g.*, population, size of department, median incomes, budgets, tax revenues, equalized assessed valuations, etc.) to also be considered "comparable".¹

¹ See this Chairman's awards in *Algonquin, supra*; *Village of Libertyville and Fraternal Order of Police*, S-MA-93-148 (1995); *City of Naperville, Illinois and Fraternal Order of Police*, S-MA-92-98 (1994). The process was explained in detail in *Libertyville, supra* at 3-4:

The analysis shall therefore take the following steps:

First, agreed upon comparable communities shall be identified. ... [T]hose agreed upon communities shall form a range of agreed upon comparables for various factors to be used for comparison purposes to determine whether the municipalities upon which the parties could not agree are also comparable

Second, the appropriate factors for making the comparisons shall be identified. If the parties disagree on certain factors, a determination will be made as to whether those factors are appropriate measuring tools for comparison purposes.

Third, the corresponding data for the relevant factors shall be compiled.

Fourth, the municipalities shall be ranked within the appropriate factors (through tables and charts).

Fifth, comparisons will be made for the contested communities to determine how they compare with the range of agreed upon comparables within the appropriate factors.

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In *Libertyville, supra* at 4, this Chairman noted that this selection process is not a hard and fast one:

It is important to stress that this process of selection of comparables is *not* a mechanical one. This process is only a method for organizing the data and arguments offered by the parties in order to be able to rationally make certain judgments. This process is not one of merely counting factors or rigidly applying cutoffs. This process places great emphasis on the agreements of the parties and merely organizes the material to make comparisons based upon those agreements—a process that appears consistent with the mandate of Section 14(h)(2) of the IPLRA that I consider the “stipulations of the parties”.

The selection process this Chairman has utilized assumes the establishment of an agreed upon range of comparables with which comparisons of contested comparables can be made. In light of the parties’ divergent positions on external comparability and further given the types of comparable communities they have tendered for examination, a detailed analysis of the various factors, ranges and contacts is not necessary in this case.

a. Local Comparables

With respect to local comparables, the parties only agreed upon the City of Chicago and the State of Illinois.

The Union’s proposed comparables also include Tinley Park, Schaumburg and Will County. The data supplied by the Union to support its comparables showed the following (Union Exhs. Vol. 1, Tab 1):

	Population	Budget	Sales Tax Revenue	Police Dept. Budget	Total Sworn Police Dept. Employees	Total Sworn Police Officers
Cook County	5,500,000	\$2.2 billion	\$417,800,000	\$36,363,71	605	441
Chicago	2,713,743	\$3 billion	\$187,000,000	\$880,273,519	16,816	13,522
Tinley Park	42,261	\$14,486,342	\$3,045,000	\$5,950,186	82	53
Schaumburg	73,745	\$42,891,852	\$31,099,993	\$14,250,660	241	106
State of Ill.	11,800,00	\$18.1 billion	\$1.578 billion	\$184,000,000	2,105	1,254
Will County	353,500	\$22,488,963	\$7,550,330	\$19,916,463	271	196

Assuming the validity of the Union’s data, just a cursory examination of the information submitted by the Union on Tinley Park, Schaumburg and Will

County shows that with respect to Cook County and the agreed upon comparables of Chicago and the State of Illinois, that Tinley Park, Schaumburg and Will County are so dramatically smaller in all categories that the only realistic conclusion is that they are not comparable to Cook County, Chicago and the State of Illinois. Tinley Park, Schaumburg and Will County are therefore rejected as comparable jurisdictions.

This Chairman also rejects the Employer's proposed local comparables other than Chicago and the State of Illinois. The study proffered by the Employer for the six regions contains municipalities with very small populations, police departments and distinctly differing demographics from Cook County as a whole and the agreed upon comparables of Chicago and State of Illinois. For example, data relied upon by the Employer includes municipalities as small as Forest View (population 743), Indian Head Park (population 3,503) and Montgomery (population 4,854). Employer Exhs., Tab 4. It would be a true "apples to oranges" comparison to consider those types of communities with Cook County, Chicago and the State of Illinois.

In terms of local external comparables, only the City of Chicago and the State of Illinois will be considered.

b. National Comparables

In *County of Cook and Sheriff of Cook County and Teamsters Local Union No. 714, L-MA-95-001* (Goldstein, 1995), consideration was also given to national comparables of 22 major counties in the U.S. which had been applied in other interest arbitrations involving the Employer. *Id.* at 16-22. In addition to Cook County and Chicago, the Employer has presented data for Nassau County, New York (Long Island); Westchester County, New York (Yonkers); Orange California (Anaheim); Los Angeles California (Los Angeles); Denver

County, Colorado (Denver City/County); New York, New York (New York City), Hennepin County, Minnesota (Minneapolis); King County, Washington (Seattle); San Diego, California (San Diego); Dade County, Florida (Miami); Milwaukee County, Wisconsin (Milwaukee), Baltimore County, Maryland (Baltimore); State of Illinois; Maricopa County, Arizona (Phoenix); Hamilton County, Ohio (Cincinnati); Wayne County, Michigan (Detroit); Philadelphia, Pennsylvania (City/County), Marion County, Indiana (Indianapolis), Dallas City, Texas (Dallas); and Harris County, Texas (Houston). Employer Exhs., Tab 5. For reasons of consistency, those national comparables will also be considered in this case.²

2. Internal Comparability

Internal comparability is also a traditional factor examined in these proceedings. There are four main departments in the Cook County Sheriff's Office—(1) Corrections (which operates the Cook County Jail); (2) Court Services (which provides security in the County court system); (3) Department of Community Supervision and Intervention (responsible for corrections-related programs); and (4) the SPD. Correctional Officers, Deputy Sheriffs in Court Services, and Officers in the Department of Community Supervision and Intervention shall be considered. Employer Exhs., Tab 3.

The Union seeks comparisons also be made with Cook County Sheriff's Police Sergeants. Union Exhs. Vol. 1, Tab 1. Those employees are reasonable internal comparables and will be considered to the extent relevant.

² In another award, *County of Cook and Sheriff of Cook County*, L-MA-94-005 (McAlpin, 1994) tendered in this case, consideration was given to "state and local governments in the midwest". *Id.* at 9. In this case, this Chairman has not been presented with similar comparable information. This Chairman therefore cannot consider that particular set of comparables in this matter.

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The Employer has also included Security Officers at Cook County and Oak Forest Hospitals. Employer Exhs. Tab 3. Without more, this Chairman does not see why hospital security officers should be used for comparisons with law enforcement or correctional officers. That request is rejected.

B. The Specific Issues

1. Percentage Increase For Wages

The Employer's final wage offer consisted of the following (Employer's Exhs., Tabs 1, 12; Employer Brief at 7-12):

DATE	RATE
12/1/95	2.0%
11/30/96	1.0%
12/1/96	4.0%
12/1/97	3.5%

All wage increases will be effective the first full pay period after the date indicated.

Additionally, these increases will be fully retroactive to 12-01-95 for all paid hours. All Police Officers who have retired since 12-01-95 shall receive retroactive pay for the period of time in which they were employed and shall also have their pensions adjusted to reflect these wage increases.

The Union's final wage offer consisted of the following (Union Exhs. Vol. 1, Tab 14; Union Brief at 6-10):

DATE	RATE
12/1/95	3.0%
11/30/96	1.0%
12/1/96	4.0%
12/1/97	3.5%

All above wages shall be fully retroactive to 12-1-95 for all hours paid, including hours worked, vacation pay, holiday pay, compensatory time off and all other such benefit time paid for by the County.

Further, all Police Officers who have retired since 12-1-95 shall also be paid all retroactive pay due them along with having their pensions adjusted to reflect their new rate of pay.

As seen in their offers, the issues of retroactivity and covered hours have been resolved. See also, Tr. 8-9; Union Brief at 6. The only difference between

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the parties is the amount of increase in the first year (December 1, 1995 - November 30, 1996). For that period, the Union seeks a 3% increase while the Employer offers 2%.

a. Comparison To External Comparables

As found above at IV(A)(1), the external comparables for this case are the State of Illinois, the City of Chicago Police and the major counties in the U.S. The data presented by the Employer show the following with respect to the Employer's offer (Employer Exhs., Tab 5):

JURISDICTION	EFFECT. DATE	JOB TITLE	MINIMUM SALARY	RANK	MAX. SAL. WITH LONGEVITY	RANK
Nassau County, NY (Long Island);	4/1/97	Police Officer	21,000	22	64,526	1
Cook County, IL (EMPLOYER OFFER)	12/1/97	County Police Officer	37,546	4	59,269	2
Westchester County, NY (Yonkers)	1/1/97	Police Officer	40,385	3	56,740	3
City of Chicago	1/1/97	Police Officer (D-1)	33,522	6	55,794	4
Orange CA (Anaheim)	10/1/95	Deputy Sheriff	41,124	1	55,284	5
Los Angeles CA (Los Angeles)	6/1/94	Deputy Sheriff	41,041	2	53,716	6
Denver County, CO (Denver City/County)	1/1/98	Police Officer	31,512	8	50,580	7
New York, NY (New York City)	10/31/97	Police Officer	28,673	14	49,901	8
Hennepin County, MN (Minneapolis)	10/1/97	Police Officer	30,784	10	49,556	9
King County, WA (Seattle)	1/1/97	Police Officer	34,385	5	48,146	10
San Diego, CA (San Diego)	7/1/97	Deputy Sheriff	30,873	9	46,387	11
Dade County, FL (Miami)	9/1/96	Police Officer	27,233	16	45,345	12
Milwaukee County, WI (Milwaukee)	12/29/96	Deputy Sheriff I	24,523	20	43,430	13
Baltimore County, MD (Baltimore)	7/1/96	Police Officer	28,238	15	43,071	14
State of Illinois	1/1/97	Trooper	32,308	7	41,124	15
Maricopa County, AZ (Phoenix)	10/1/92	Deputy Sheriff	26,604	17	39,912	16
Hamilton County, OH (Cincinnati)	12/26/96	Deputy Sheriff Patrol	29,961	12	39,012	17

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Wayne County, MI (Detroit)	6/1/96	Police Officer	23,500	21	39,000	18
Philadelphia, PA (City/County)	9/15/97	Police Officer	28,834	13	38,445	19
Marion County, IN (Indianapolis)	1/1/97	Merit Deputy	26,308	18	36,623	20
Dallas City, TX (Dallas)	10/1/94	Deputy Sheriff I	25,008	19	32,088	21
Harris County, TX (Houston)	10/11/97	Deputy Sheriff V	30,216	11	30,216	22

With respect to the external comparability data, several observations are in order. First, the accuracy of the data submitted by the Employer is presumed correct—it has not been challenged and is not in material conflict with other evidence in the record. Second, making precise comparisons is not an easy task and is perhaps akin to attempting to grab a greased pig. Contracts expire at different times and parties are in a continual state of renegotiation, be it on a full agreements or on limited reopeners, or even are in interest arbitrations. A workable snapshot of the relevant universe of comparables is most difficult to achieve. But in this case, and notwithstanding the problems just described, based on what this Chairman has been given, the relevant conclusion is obvious. For purposes of the external comparables, the Employer's 10.5% wage offer places the bargaining unit relatively high on the scale of other communities deemed comparable for minimum salary and maximum salary with longevity. See above chart.

But, due to the limitation on data offered, the above chart only examines minimum and maximum salaries. The record in this case also contains the 1995-1999 Chicago Police Contract and the 1994-1997 Illinois State Police Contract (Union Exhs. Vol. 3, Tabs 1 and 2) available for examination which

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allows for more detailed consideration of the parties' wage offers and contrasting with those agreed upon comparables.³

The Chicago contract provided for 1.5% increases effective July 1, 1995, January 1, 1996 and July 1, 1996; 3.5% effective January 1, 1997; 3.75% effective January 1, 1998 and 2.25% effective January 1, 1999. The grid for the wage increases for the Chicago Police contract (Union Exhs. Vol. 3, Tab 1 at 112-113 shows the following⁴:

CHICAGO POLICE CONTRACT

DATE	GRADE	STEP 1 (0-12 mos.)	STEP 5 (after 42 mos.)	STEP 7 (after 10 yrs.)	STEP 8 (after 15 yrs.)	STEP 9 (after 20 yrs.)	STEP 10 (after 25 yrs.)	STEP 11 (after 30 yrs.)
1/1/97	1	33,522	44,916	48,810	50,532	52,302	54,228	55,794
	2	38,508	47,178	51,282	53,052	54,906	56,964	58,644
1/1/98	1	33,522	46,602	50,640	52,428	54,264	56,262	57,888
	2	39,954	48,948	53,208	55,044	56,964	59,100	60,846

Information on the other agreed upon comparable, the Illinois State Police, shows the following relevant salaries as of January 1, 1997 (Union Exhs. Vol. 3, Tab 2):

STATE OF ILLINOIS CONTRACT

	1 yr.	5 yrs.	10 yrs.	15 yrs.	20 yrs.	25 yrs.
Trooper	37,508	39,240				
Trooper 1st Class		40,140	46,140			
Master Trooper		40,740	46,740	48,936	53,688	
Sr. Master Trooper						59,472
Spec. Agent	34,896	41,424				
Sr. Agent		42,324	48,144			
Inspector		42,924	48,744	50,856	55,464	
Sr. Inspector						61,140
Sergeant		46,920	52,920	55,128	59,880	65,064

³ This Chairman has considered the numbers used by the Union in making its comparisons. Union Exhs. Vol. 1, Tab 4. Those numbers are not entirely consistent with the source documents—the wage grids in the contracts. I have therefore relied upon the numbers found in the wage grids attached to the contracts.

⁴ Not all steps are included.

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A corresponding grid for the Employer's offer shows the following as of December 1, 1997 (Employer Exhs., Tabs 3, 12):

SPD WAGES PER EMPLOYER OFFER AS OF 12/1/97

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Max. Rate and 10 yrs.	1st. Long. Rate and 15 yrs.	2nd Long. Rate and 20 yrs.	3rd Long. Rate and 25. yrs.	4th Long. Rate and 29 yrs.
37,546	39,856	42,105	44,224	46,400	48,705	50,648	52,694	54,799	56,992	59,269

Therefore, when compared to the Chicago Police contract, as of December 1, 1997 the Employer's offer will place the bargaining unit higher in the designated corresponding categories for Grade 1 Chicago Police Officers, particularly at the longevity steps. When compared to Grade 2 Chicago Police, Officers, the Employer's offer is higher for bargaining unit officers in the 25 and over longevity steps. The favorable comparison continues into 1998. Compared to Chicago Police Officers in Grade 1, based on the Employer's 10.5% offer, this bargaining unit is basically higher throughout.

When similar comparisons are made with the other agreed upon comparable, the Illinois State Police, examination shows that when the Employer's December 1, 1997 offer is compared to the pay received by the Illinois State Police as of January 1, 1997, starting rate for the bargaining unit is higher; the bargaining unit far exceeds the Trooper, Trooper 1st Class and Master Trooper classifications, and catches up to Sr. Master Troopers when members of this bargaining unit hit the 29 year plateau. Again, these are favorable comparisons for the Employer's offer.

External comparability therefore favors the Employer's 10.5% wage offer.

b. Comparison To Internal Comparables

As discussed above at IV(A)(2), reasonable internal comparables in this case are Correctional Officers, Deputy Sheriff IIs (Court Services), Investigator IIs (Intensive Supervision) Investigator IIs (Day Reporting) and Sheriffs Police Sergeants. Those employees received the following when compared to the bargaining unit (Employer Exhs., Tab 3; Union Exhs. Vol. 2, Tab 5:

INTERNAL COMPARABILITY

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	Max. Rate and 5 yrs.	Max. Rate and 10 yrs.	1st. Long. Rate and 15 yrs.	2nd Long. Rate and 20 yrs.	3rd Long. Rate and 25 yrs.	4th Long. Rate and 29 yrs.
Police Officer	37546	39856	42105	44224	46400	48705		50648	52694	54799	56932	59269
Cor. Officer	32090	33575	35268	37009	38756	40310		41926	43607	45350	47170	
Dep. Sheriff II (12/1/96)	25344	26607	27853	29228	30717	32167		33456	34817	36202	37650	
Invest. II (Inten. Sup.)	33020	34597	36244	37995	39834		41687	43356	45088	46892	48768	
Invest. II (Day Rept.)	33020	34597	36244	37995	39834		41687	43356	45088	46892	48768	
Police Sgts. ⁵	45065	47257	49641	52043	54647	57345		59785	61609	63504	65563	67552

With the exception of the Sergeants, the Employer's offer makes the bargaining unit the highest paid of the internal comparables Correctional Officers, Deputy Sheriff IIs, and the Investigator IIs. This Chairman recognizes that the Deputy Sheriff IIs' wages are as of December 1, 1996 and the other relevant comparisons are made as of December 1, 1997. But, the disparity between the bargaining unit and the Deputy Sheriff IIs is so great, that a reasonable projection would not have those employees surpassing the bargaining unit.

The higher wages paid to the Sergeants do not change the result. By nature of their higher rank, the Sergeants naturally receive higher pay.

⁵ The wage rates for the Police Sergeants were taken from the Employer's 1995-1998 contract with AFSCME, Union Exhs. Vol. 2, Tab 5, designated in the schedule for December 1, 1997 set forth Appendix A of that contract as "Grade P-2 ... County Police Sergeant".

Excluding the Sergeants, the bargaining unit is the highest paid of the relevant internal comparables. Internal comparability therefore favors the Employer's 10.5% wage offer.

The Union's argument (Union Brief at 8-10) that higher percentage increases were given to different units (including the Sergeants) is not persuasive. There is no evidence of a definitive history of percentage parity that would be sufficient to overcome the fact that (next to the Sergeants), the Police Officers are the highest paid of the internal comparables and the Police Officers favorably compare with the relevant external comparables.

c. Cost Of Living

Section 14(h)(5) of the Act requires consideration of the cost of living. Recent years have been non-inflationary. While the difference in percentage wage offers is not substantial (10.5% by the Employer and 11.5% by the Union), given the size of the percentage increase offered by the Employer and the lack of inflation, the cost of living factor weighs in the Employer's favor.

d. Conclusion On The Wage Offers

Based on the above, external comparability, internal comparability and the cost of living all favor the Employer's wage offer. That offer shall be selected.

2. Top Out Pay

The Union seeks to change the top out pay (Union Brief at 10):

It is the Union's position ... that this Arbitrator should reduce the current number of steps from twenty-nine (29) to twenty-five (25) and that longevity also be recalculated to be paid at five percent (5%) in four (4) steps versus four percent (4%) in five steps. Currently all members of this unit receive longevity at the rate of four percent (4%) of their wages commencing on Step 10, Step 15, Step 20, Step 25 and Step 29. It is the Union's position that the top-out pay should be reduced from twenty-nine (29) to twenty-five (25) and that longevity steps should according be compressed to four (4) steps at five percent (5%) each.

The Employer opposes that request (Employer Brief at 12-14) arguing that most law enforcement units have been removed from the County's Schedule I Pay Plan (which provides for longevity increases at 10, 15 and 20 years of service) and have obtained longevity increases of 4% per step as well as an additional 25th year longevity step. According to the Employer (Employer Brief at 13) "Having obtained this unique 29th year longevity step in earlier negotiations, the Union demands even more: it now seeks to have the maximum wage rate of the 29th year moved up to year 25."

The burden is on the Union to justify the change. The above discussion shows that the Employer's 10.5% wage offer favorably places the bargaining unit with respect to external and internal comparables. Further, the above discussion shows that the cost of living factor also did not weigh in on the Union's behalf. In light of the Employer's 10.5% offer, there is simply no basis to justify the even higher wages resulting from the compression sought by the Union.

The Employer's final offer of no change is selected.

3. Specialty Pay

The Union seeks a \$250 monthly stipend for officers in the Investigation and Evidence sections. Union Brief at 11-19. The Employer opposes that benefit. Employer Brief at 14.

In addition to uniformed patrol officers (193 officers), the SPD is composed of a number specialty units, specifically: Community Relations (8 officers), Vice (6 officers), Special Operations (19 officers), Bomb Squad (11 officers), Asset Forfeiture (3 officers), Evidence (16 officers), Auto Theft (5 officers), Dangerous Drug Enforcement (10 officers), Gang Crimes and Narcotics (32 officers), Investigation (52 officers), Tactical Support (2 officers), Prosecutive

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Support (10 officers), Fugitive (38 officers) and a variety of Administrative Units (General Support, Planning and Research, Personnel/Finance, Training Academy, Range/Ordinance and Administration—(28 officers)). Employer Exhs., Tab 2.

The flash point of this issue is that two units already receive specialty pay—the Bomb Squad and Gang Crimes. The Bomb Squad has received specialty pay (currently \$375 per month) for many years which pre-dated unionization. Tr. 85-86. The real thorn in the Union's side occurred in 1996 when the Sheriff unilaterally granted a similar benefit to Gang Crimes (\$250 per month) which, according to the County, was done without the County's knowledge. Tr. 85-88.⁶ However, the County has agreed to continue the benefit for Gang Crimes. Tr. 86.

For obvious reason, the Union has jumped on the fact that the Gang Crimes specialty pay benefit was unilaterally granted and then the Employer agreed to continue the benefit but now will not extend the benefit to other highly trained officers. According to the Union (Union Brief at 19):

The fact of the matter is that the door was opened by the Joint Employer when the Sheriff instituted a \$250.00 stipend for the Gang Crimes Officers ... and the door was further opened when the County agreed to maintain and continue said benefit

Be it an "anomalous exception" (Employer Brief at 15), a "door open[er]" (Union Brief at 19), or just the ill-advised act of a frustrated Sheriff seeking to grant inducements in order to staff the unit, the fact that the Sheriff granted the benefit to Gang Crimes which has been continued cannot alone determine the outcome on this issue. The statutory factors and the requirement that the Union justify the change in the benefit it seeks determine the outcome. At

⁶ According to the Employer, the Sheriff granted the benefit because of a difficulty in recruiting members for the unit. Tr. 87.

best, the fact that Gang Crimes (and the Bomb Squad) receive specialty pay is a factor to be considered—something which may be akin to an internal comparable. However, given the economics of the Employer's offer in this case—10.5%, which places the bargaining unit so favorably with respect to the external and internal comparables—the existence of the specialty pay benefit in some units cannot be the sole basis to bootstrap the granting of the benefit in two other units which may in turn be used to subsequently bootstrap the same benefit into the myriad of other specialty units which make up the SPD. In these types of cases, the tail cannot wag the dog.

The Union's burden to demonstrate the need for the benefit has not been met.

First, this Chairman cannot ignore the economics of the Employer's wage offer and the favorable comparable placement it brings.

Second, in terms of comparables, there is no clear pattern shown by the relevant comparables which require a finding that the benefit should be granted. The comparables are, as the Employer aptly describes it (Employer Brief at 17) a "mixed bag". See Employer Exhs., Tab 3. Stated simply, some of the jurisdictions provide the benefit in some form, and some do not. Therefore, in terms of the comparables found appropriate in this case, there is no pattern which supports the Union's position.

Third, the fact that some employees internally receive the benefit weighs against the Employers, but not enough to tip the scale.

The bottom line must return to consideration of the total package. Here, the Employer has offered a 10.5% wage increase which places the bargaining unit in a high pay category when compared to the relevant comparables. Given that offer, without more, the Union cannot meet its burden justify the addi-

tional pay it seeks in this case for the Investigation and Evidence Sections. The Union's strong arguments (Union Brief at 11-19) focusing on how the other two units received the pay; the high degree of training and experience of the Investigators and Evidence Technicians; their being subject to call outs; responsibility; high case loads; and requirement for shift rotation do not change the result. This is an economic issue whose result is dictated by the statutory factors. If the other economic factors are in place to defeat the Union's burden as they are here, principles of equity cannot determine the result. The end result may be one of bad morale due to lack of recognition by the Employer for the special skills and dedication of these officers. But, under these facts, that result cannot drive this decision.

The Employer's offer of no change is selected.

4. Benefit For Families Of Officers Killed In The Line Of Duty

The Union seeks the implementation of a \$10,000 benefit to be used for burial, funeral and other related expenses for officers killed in the line of duty, which benefit would be in addition to any other benefits the deceased officer's family might be entitled to. Union Brief at 19. The basis of the Union's argument centers around a recent failed legislative attempt to require municipalities to pay health insurance for the benefit of families of officers killed in the line of duty. Union Brief at 19. The Employer opposes any contractual benefit to supplement existing benefits which presently exist from a variety of sources. Employer Brief at 22-23.⁷

⁷ The Employer argues that there are a variety of substantial benefits available for the families of officers killed in the line of duty, citing to the Group Life Insurance Plan (1 times annual salary with purchasable increments for a benefit up to \$100,000); The Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics, Firemen, Chaplain, and the State Employees Compensation Act (320 ILCS 315/1-4) which provides for a claim up to \$100,000; The Public Safety Officer's Death Benefit (42 U.S.C. § 3796) (\$100,000 death benefit adjusted for cost of living increases, or \$138,461 as of 1977); the Hundred Club of Cook County [footnote continued on next page]

Because it seeks the change, the Union bears the burden to demonstrate why the change is necessary. Stripped to its essence, the Union's argument is that it is a "good idea" to provide additional benefits for the families of officers killed in the line of duty. This Chairman agrees that it is a "good idea". This Chairman personally believes that the \$10,000 the Union seeks is far too little for the family of an officer who makes the ultimate workplace sacrifice. However, these disputes are not determined on whether a sought improvement is a "good idea". These issues are determined based upon the statutory factors found in Section 14 of the IPLRA which must be supported by fact.

In a recent case, this Chairman faced a similar argument made by a public employer that it was a good idea for public employees to share in the cost of paying insurance premiums, because by doing so there would be less abuse of the system—*i.e.*, less claims would mean lower premium costs. While agreeing that the concept proposed by the employer was a good idea, this Chairman rejected that proposal because the proposal was not supported by facts under the statutory factors in that the employer had not demonstrated an adverse premium experience. *See Village of Oak Brook, S-MA-96-73 (1996) at 10:*

So the bottom line here is that the Village is asking me to find as reasonable a cost sharing concept ultimately designed to hold down premium costs when the Village has not shown that its overall premium costs have significantly risen. From the evidence before me, the Village's position is, at best, a theoretical one. Cost sharing is a good idea to hold down premium costs. But, there is no rational basis demonstrated in fact to justify that position in this case.

[continuation of footnote]

resulting in immediate cash payments to families, up to \$50,000 on outstanding obligations plus additional sums for school expenses for children; Policeman/Fireman Dependent Grant Program of the Illinois Student Assistant Commission providing grants to children and spouses who attend approved schools in Illinois; and free services or reduced rates offered by various undertakers. Employer Exhs., Tab 15.

That lack of a similar showing exists in this case. While a good idea, there is no factual basis in conjunction with the statutory criteria to justify the additional benefit sought by the Union as the statutory factors are applied. The Union's burden has not been met. The Employer's position that this change be rejected is selected.

5. Uniform Allowance

The Union seeks an increase in the uniform allowance from \$600 to \$700 effective December 1, 1996 with a further increase to \$800 effective December 1, 1997. Union Brief at 20-21.

The Employer has offered to increase the uniform allowance from \$600 to \$650 for fiscal year 1998 and has also offered to eliminate the \$50 deductible for changes. Employer Brief at 23.

The Union must justify the granting of a greater increase than that offered by the Employer. Again, resolution of this economic issue returns to the wage offer which has favorably placed the bargaining unit within the relevant comparables and the lack of cost of living basis to justify further economic benefits. There is no basis to justify an increase over that already offered.

The Union (Union Brief at 21) points to the City of Chicago which pays \$900 per year in 1997 and \$1,000 per year in 1998. Chicago is a comparable jurisdiction. However, benefits are not examined in isolation. The discussion at IV(B)(1)(a) shows that the wage package of the bargaining unit offered by the Employer in this case in respects exceeds that of Chicago. The same holds true for comparisons with the State of Illinois. *Id.*

With respect to internal comparability, the other internal comparables receive \$600, with the Correctional Officers receiving \$650 in fiscal year 1998.

Employer Exhs. Tab 13. Again, internal comparability favors the Employer's offer.

There is no basis to justify a grant of more than the increase to \$650 in fiscal year 1998 with the elimination of the \$50 deductible offered by the Employer. That offer is selected.

6. Subcontracting

The parties agree that this issue is the only non-economic dispute in this matter. Union Brief at 21; Employer Brief at 25.

Article 14.5 of the Current Agreement provides⁸:

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The Employer also reserves the right to enter into mutual aid and assistance agreements with other units of government. The Employer agrees not to sub-contract bargaining unit work or replace bargaining unit employees. This provision is not intended to prevent the Employer from reducing the work force in the event mutual aid or police service provided by the Employer to other governmental entities cease.

In the event bargaining unit positions will be affected ~~effected~~, the Employer will advise the Chapter Labor Council at least three (3) months in advance of such contemplated changes and will discuss such contemplated changes with the Chapter Labor Council, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Chapter Labor Council in making every reasonable effort to place adversely affected employees into other bargaining unit positions. The Chapter Labor Council reserves all rights granted by this Agreement and the Act.

The Union seeks to change the language to the following (Union Brief at 21-23; Union Exhs. Vol. 1, Tab 14, p. 2):

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. ~~The Employer may, however, subcontract where circumstances warrant.~~ The Employer also reserves the right to enter into mutual aid and assistance agreements with other units of government. The Employer agrees not to sub-contract bargaining unit work or replace bargaining unit employees. ~~This provision is not intended to prevent the Employer from reducing the work force in the~~

⁸ Typographical errors and change of representative are reflected with underscoring for additions and strike throughs for changes.

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~~event mutual aid or police service provided by the Employer to other governmental entities cease.~~

In the event bargaining unit positions will be ~~affected~~ effected, the Employer will advise the ~~Chapter Labor Council~~ at least three (3) months in advance of such contemplated changes and will discuss such contemplated changes with the ~~Chapter Labor Council~~, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the ~~Chapter Labor Council~~ in making every reasonable effort to place adversely affected employees into other bargaining unit positions. The ~~Chapter Labor Council~~ reserves all rights granted by this Agreement and the Act. Lay-off and recall will be done by reverse seniority and seniority respectively.

The Employer seeks to maintain the existing language (with the noted typographical changes). Employer Brief at 25-26; Employer Exhs., Tab 1, p. 3.

The Union sees the language "The Employer may, however, subcontract where circumstances warrant" as "completely contradictory" to the language "The Employer agrees not to sub-contract bargaining unit work or replace bargaining unit employees" in the same paragraph. Citing to Article 5.1's language that "no person or persons shall be permitted to perform the work of a Sheriff's Police Officer job classification, nor shall the Employer transfer Employees from other positions within the County or the Sheriff's Department to do bargaining unit work" and the fact that there have been three grievances and two arbitrations, the Union sees the contested language in Section 14.5 as contradictory to the language in Section 5.1 and therefore the language should be eliminated. Union Brief at 22.

The Employer argues that the language which has existed since 1987 which is identical to the language in every other Cook County law enforcement agreement should be maintained.

There have been no bargaining unit layoffs during the past 10 years. Tr. 51-52, 128.

Because it is seeking the change, the Union bears the burden to demonstrate why the change of language is necessary. For the sake of discussion,

this Chairman will assume that, as the Union argues, reading of Article 5.1 and Article 14.5 may lead to inconsistencies. However, those inconsistencies are hypothetical. No employees have been laid off as a result of the Employer subcontracting bargaining unit work.⁹ In the event such a subcontracting occurs (*i.e.*, through the Employer's use of strangers to the Agreement to perform bargaining unit work), the Union's arguments concerning inconsistencies will have to be considered in a *grievance* arbitration along with other indicia of intent (past practice, bargaining history, etc.). It is not the function of an interest arbitration proceeding to resolve hypothetical disputes which, if they ripen, can be resolved through the grievance/arbitration process. Because the concerns raised by the Union at this point are only hypothetical, its burden on this issue has not been met. The Employer's position is selected, with the noted typographical and representative changes (*i.e.*, substituting "Chapter" for "Labor Council" and correcting word usage).

⁹ At the hearing the following exchanges occurred (Tr. 51-52, 128):
ARBITRATOR BENN: The point I'm driving at is has the employer sought to hire [for example] Fred's Finer Security to take over certain duties of the bargaining unit?
[UNION COUNSEL] No, sir.

* * *

ARBITRATOR BENN: Have there been any layoffs in the past 10 years?
[EMPLOYER COUNSEL]: No, In fact, the direction that the Sheriff's Police department has been going is exactly the opposite direction. It has been getting larger.

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V. AWARD

The following shall be the award in this matter:

1. Percentage increase for wages:

Employer offer - 10.5%
12/1/95 - 2%
11/30/96 - 1%
12/1/96 - 4%
12/1/97 - 3.5%

Chairman

Zori M. Ken

Dated: May 31, 1998

Union Arbitrator

John Paris

Dated

9 JUN 98

Employer Arbitrator

John G. Colburn

Dated

4 JUNE 1998

2. Top out pay:

Employer offer - no change.

Chairman

Zori M. Ken

Dated: May 31, 1998

Union Arbitrator

John Paris

Dated

9 JUN 98

Employer Arbitrator

John G. Colburn

Dated

4 JUNE 1998

3. Specialty pay:

Employer offer - no change.

Chairman Eric H. Ken

Dated: May 31, 1998

Union Arbitrator John Paris

Dated 9 JUN 98

Employer Arbitrator John Stalder

Dated 4 JUNE 1998

4. Benefit for officers killed in the line of duty:

Employer offer - no change.

Chairman Eric H. Ken

Dated: May 31, 1998

Union Arbitrator John Paris

Dated 9 JUN 98

Employer Arbitrator John Stalder

Dated 4 JUNE 1998

5. Uniform allowance:

Employer offer - Increase to \$650 for fiscal 1998 with
elimination of deductible.

Chairman Eric H. Ken

Dated: May 31, 1998

Union Arbitrator John Paris

Dated 9 JUN 98

Employer Arbitrator John Stalder

Dated 4 JUNE 1998

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6. Subcontracting:

Employer offer - no change (with typographical corrections).

Chairman

Zaid A. Jaber

Dated: May 31, 1998

Union Arbitrator

John Paris

Dated

9 JUN 98

Employer Arbitrator

John S. Caballero

Dated

4 June 1998