

ILRB
#198

BEFORE
EDWIN BENN, Chairman
MICHAEL VENDAFREDO, Union Arbitrator
JOHN KALCHBRENNER, Employer Arbitrator

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AUG 30 1999

Illinois State Lab Rel. Bd.
SPRINGFIELD, ILLINOIS

In the Matter of the Arbitration

between

COUNTY OF COOK AND COOK COUNTY
SHERIFF

and

TEAMSTERS LOCAL UNION No. 714

CASE NO.: L-MA-99-003
Arb. Ref. 98.427
(Interest Arbitration)

OPINION AND AWARD

APPEARANCES:

For the Employer: Joseph Tilson, Esq.
Laura Shroyer, Esq.
Kevin Noonan, Esq.

For the Union: Robert Costello, Esq.
Marvin Sacks, Esq.

Place of Hearing: Berwyn, Illinois

Date of Hearing: March 19, 1999

Dates Briefs Received: June 12, 1999 (Union); June 25, 1999
(Employer)

Date of Award: August 14, 1999

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I. BACKGROUND

This is an interest arbitration under the Illinois Public Labor Relations Act (the "IPLRA" or the "Act"). The County of Cook and the Sheriff of Cook County constitute a joint employer (hereafter referred to as the "Employer"). See 1994-1997 Agreement at Preamble. The Union represents "Deputy Sheriffs, other than Police Officers and Correctional Officers, who are classified as Deputy Sheriff II" (hereafter referred to as "Deputies"). *Id.* at I.

There are approximately 1400 Deputies covered by the Agreement. The Deputies are assigned to the various County courtrooms, or work in civil process serving, warrants levies and evictions units, child support enforcement, drug prevention programs, Sheriff's work alternative program, etc.

The parties have had three Agreements since 1988. The parties have negotiated a new Agreement covering the period December 1, 1997 through November 30, 2000. Six issues (discussed *infra*) remain unresolved.

II. ISSUES IN DISPUTE

The parties have identified the following issues as unresolved (Union Brief at 1-2; Employer Brief at 2-4):

- A. Wages
- B. Hospitalization Insurance
- C. Subcontracting
- D. Scheduling
- E. Compensatory Time and/or Overtime Compensation
- F. Automobile Allowance

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).

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

- (1) The lawful authority of the employer.
- (2) Stipulations of the parties.
- (3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (A) In public employment in comparable communities.
 - (B) In private employment in comparable communities.
- (5) The average consumer prices for goods and services, commonly known as the cost of living.
- (6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
- (7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in 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. Wages

The Union seeks the following wage increases (Union Brief at 6):

- Effective December 1, 1997 - 5.5% across-the-board increase
- Effective December 1, 1998 - 5.5% across-the-board increase
- Effective December 1, 1999 - 5.5% across-the-board increase

The Employer offers the following (Employer Brief at 2-3, 27-36):

- (a) Effective 12/1/97 - 2.0% General Wage Increase
- (b) Effective 06/1/98 - 2.0% General Wage Increase
- (c) Effective 12/1/98 - 3.0% General Wage Increase and the following "me-too" clause: If the total Fiscal Year 1999 wage increase(s) negotiated for either the Cook County Correctional Officers' bar-

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gaining unit or the Sheriffs' Police bargaining units exceed 3%, the Deputy Sheriffs shall also receive the benefit of any higher increase or increases at such time that they are implemented. This would include both negotiated general increases and any negotiated adjustments those units might receive.

- (d) Effective 06/1/99 - The Deputy Sheriffs' bargaining unit shall receive a 1% equity adjustment separate and apart from the general wage increase in paragraph (c) above.
- (e) Effective 11/30/99 - Civil Division Deputies, including Civil Process servers, the Warrants, Levies and Evictions Units and the SWAP Unit shall be adjusted upwards by an additional 4% to Grade DS II B. Affected employees will retain their current step placement and anniversary date.

Upon approval by the funding agency who pays the salaries of Deputies assigned to the Child Support Enforcement Division, the Deputies assigned to that division shall also receive the same adjustment.

- (f) Effective 12/1/99 - Wage Reopener

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

1. The Prior Awards

In the past, the parties have routinely had to resort to interest arbitration as the vehicle for determining the wages for the Deputies. See *County of Cook & Sheriff of Cook County and Teamsters Local Union No. 714*, L-MA-94-005 (McAlpin, 1994) ("McAlpin Award"); *Teamsters Local Union No. 714 and County of Cook and Sheriff of Cook County*, LLRB No. L-MA-95-001 (Goldstein, 1995) ("Goldstein Award"); *County of Cook and Cook County Sheriff and Teamsters Local 714*, LLRB No. L-MA-97-005 (Berman, 1998) ("Berman Award"). Several findings in those awards serve as guides for the wage determination issue in this matter.

First, the 1994 *McAlpin Award* discussed the function and limitation of the interest arbitration process on economic issues (*McAlpin Award* at 18):

... The statute provides that the Panel must pick in each area of disagreement the last best offer of one side over the other ... and since the Panel is precluded from fashioning a remedy of its choosing, it must by

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statute choose that which it finds most equitable under all circumstances.

Thus, with respect to each economic issue, as provided in Section 14(g) of the Act, this procedure selects the appropriate "last offer of settlement". On economic issues, no compromises from the parties' last offers can be fashioned by the interest arbitration process. One party's offer may more "comply with the applicable factors" in some areas than others but, a party's economic offer on "each economic issue" cannot be changed by this process.¹ That proposition is important here because the parties are far apart on wages and this process cannot compromise either of the final wage offers because it may be felt that some areas of one party's offer may be more appropriate than other areas in the other party's offer.

Second, Arbitrator Goldstein found in his 1995 award (*Goldstein Award* at 30, 43):

... [A] proven need for "catch up" also exists on this record as regard the current ... wages for DSIs [Deputies] in the bargaining unit. ...

* * *

... 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.

Arbitrator Berman concurred with the conclusion that there was a need for "catch up" and found in his 1998 award (*Berman Award* at 17-18):

... The data supports the Union's contention that at the critical points of starting and maximum salaries the "need for catch up" remains. ... But

¹ The result is obvious. By requiring selection of the appropriate last offer, the parties are forced to realistically assess their positions and get as close as possible in negotiations which, in most cases, ultimately leads to settlements rather than litigation.

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the need, as articulated by arbitrator Goldstein, to catch up to comparable employees in comparable jurisdictions has not been achieved. ... Just as in 1995, there remains "a proven need for some 'catch up' under the statutory criteria."

Thus, based on the prior awards, with respect to wages there has been a demonstrated need for "catch up" for the Deputies.

Third, with respect to internal comparisons, Arbitrator Goldstein found (*Goldstein Award* at 33):

... The similarity in training, risk and stress in the basic job assignments of the two employees groups, as is fully developed in this record, should require a finding that the Union's claim of some comparability for DSIs and Sheriff's police is fair and appropriate

Similarly, Arbitrator Berman found (*Berman Award* at 15-16):

Consistent with arbitrator Goldstein's award, I consider the Sheriff's police officers and DSIs "closely comparable." It would be illogical to preserve that finding for the purpose of making internal comparisons but to separate the tasks of DSIs into discrete categories for the purpose of making external comparisons. I am aware of the difficulty of making comparisons between various protective service units. Security functions may differ markedly from unit to unit; and I realize that the Employer has gone to great lengths to make the point that these differences must be respected and factored into any wage determination. If, however, the integrity of the interest arbitration is to be maintained, the implications of arbitrator Goldstein's finding that the duties of the Sheriff's police and DSIs are "closely comparable" cannot be disregarded when making external comparisons. If it is inappropriate to separate out various law enforcement functions when comparing the Sheriff's police to DSIs, it is equally inappropriate to do so when making external comparisons.

In sum then, the prior awards show (1) with respect to wages, only one offer or the other can be selected and no compromises can be struck; (2) there has been a need for "catch up" for the Deputies; and (3) for comparison purposes, there is a close relationship between the Deputies and the Sheriff's Police.

2. The Showings In This Case

a. External Comparability

For purposes of discussion and to give the Employer the benefit of the doubt, the Employer's external comparability data and its selections of comparable jurisdictions shall be accepted. Employer Exhs. at Tab 6.²

The Employer's data and comparables selections for the Employer's offer effective December 1, 1998 show the following (Employer Exhs. Tab 6 at 9-10)³:

² It will be assumed for the purpose of this discussion that the Union is in disagreement with the Employer's data and selection of comparables. Here, for purposes of analysis, the Employer has been given the benefit of the doubt. For future proceedings, this analysis is therefore not to be taken as agreement with the Employer's data or comparability selections. For discussion purposes, the facts have only been assumed in a light most favorable to the Employer.

Given the selection of the Employer's external comparables for discussion purposes, it is not necessary to go through the comparable selection process previously utilized by this Chairman. See *Village of Streamwood*, S-MA-89-89 (1989); *City of Springfield*, S-MA-89-74 (1990); *City of Countryside*, S-MA-92-155 (1994); *City of Naperville*, S-MA-92-98 (1994); *Village of Libertyville*, S-MA-93-148 (1995); and *Village of Algonquin*, S-MA-95-85 (1996). See generally, Benn, *A Practical Approach to Selecting Comparable Communities in Interest Arbitrations under the Illinois Public Labor Relations Act*, The Illinois Public Employee Relations Report (Kent College of Law, Vol. 15, number 4 (Autumn, 1998)).

³ As of December 1, 1996, the minimum salary for Deputies was \$25,345 and maximum salary was \$37,650. See Union Brief at 3; Union Exhs. Tab 8 at 3; the Deputies' 1994-1997 Agreement at Appendix A; *Berman Award* at 20 (adding a 5% increase to the December 1, 1995 wage rate effective December 1, 1996).

Plugging in the parties' respective offers, the parties' wage computations are as follows:

EFF. DATE	EMPLOYER			UNION		
	Min. Sal.	Max Sal.	Comment	Min. Sal.	Max. Sal	Comment
12/1/97	\$25,852	\$38,403	2%	\$26,739	\$39,721	5.5%
6/1/98	\$26,369	\$39,171	2%			
12/1/98	\$27,160	\$40,346	3%	\$28,210	\$41,905	5.5%
6/1/99	\$27,432	\$40,749	1% equity			
12/1/99	--	--	reopener	\$29,762	\$44,210	5.5%

See also, Employer Exhs. Tab 6 at 9.

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**EXTERNAL COMPARABILITY AND THE EMPLOYER'S OFFERED
DECEMBER 1, 1998 WAGE INCREASE**

COUNTY	EFF. DATE	JOB TITLE	MINIMUM SALARY	RANK	MAXIMUM SALARY	RANK
Orange (CA)	7/1/98	Dep. Marshall I	\$41,976	1	\$56,160	3
San Diego (CA)	7/1/98	Dep. Marshall	\$41,976	2	\$56,160	4
Westchester (NY)	1/1/98	Pol. Officer	\$41,800	3	\$60,925	1
Hennepin (MN)	1/3/98	Deputy Sheriff	\$37,956	4	\$47,712	9
Los Angeles (CA)	7/1/98	Deputy Sheriff	\$37,776	5	\$55,056	6
King (WA)	1/1/99	Pol. Officer	\$36,567	6	\$56,322	2
New York City (NY)	3/1/99	Dep. City Sheriff	\$32,274	7	\$55,268	5
Harris (TX)	1/30/99	Deputy Sheriff V	\$31,440	8	\$32,940	22
Dallas (TX)	6/1/98	Deputy Sheriff I	\$30,996	9	\$43,680	13
Philadelphia (PA)	12/15/98	Deputy Sheriff	\$30,919	10	\$36,186	21
Hamilton (OH)	12/15/98	Ct. Serv. Officer	\$30,627	11	\$37,622	19
Marion (IN)	1/1/99	Merit Deputy	\$29,172	12	\$42,587	14
Suffolk (NY)	7/1/96	Deputy Sheriff I	\$28,814	13	\$48,360	8
Cuyahoga (OH)	1/1/99	Deputy Sheriff	\$27,676	14	\$37,388	20
Maricopa (AZ)	7/1/98	Deputy Sheriff	\$27,206	15	\$45,718	10
Denver (C)	1/1/99	Deputy Sheriff	\$27,204	16	\$44,683	11
EMPLOYER OFFER	12/1/98	Deputy Sheriff II	\$27,160	17	\$40,346	15
Wayne (MI)	12/1/99	Pol. Officer I	\$26,836	18	\$44,536	12
Nassau (NY)	1/1/97	Deputy Sheriff I	\$26,833	19	\$54,045	7
Allegheny (PA)	7/1/93	Deputy Sheriff	\$24,648	20	\$37,980	18
Baltimore (MD)	7/1/98	Deputy Sheriff	\$24,453	21	\$38,990	16
Dade (FL)	10/5/98	Ct. Serv. Officer I	\$23,319	22	\$38,609	17

The Employer offered a further 1% equity adjustment effective June 1, 1999. In terms of the above comparables, the Employer's table then looks as follows:

**EXTERNAL COMPARABILITY AND THE EMPLOYER'S OFFERED
JUNE 1, 1999 WAGE INCREASE**

COUNTY	EFF. DATE	JOB TITLE	MINIMUM SALARY	RANK	MAXIMUM SALARY	RANK
Orange (CA)	7/1/98	Dep. Marshall I	\$41,976	1	\$56,160	3
San Diego (CA)	7/1/98	Dep. Marshall	\$41,976	2	\$56,160	4
Westchester (NY)	1/1/98	Pol. Officer	\$41,800	3	\$60,925	1
Hennepin (MN)	1/3/98	Deputy Sheriff	\$37,956	4	\$47,712	9
Los Angeles (CA)	7/1/98	Deputy Sheriff	\$37,776	5	\$55,056	6
King (WA)	1/1/99	Pol. Officer	\$36,567	6	\$56,322	2
New York City (NY)	3/1/99	Dep. City Sheriff	\$32,274	7	\$55,268	5
Harris (TX)	1/30/99	Deputy Sheriff V	\$31,440	8	\$32,940	22
Dallas (TX)	6/1/98	Deputy Sheriff I	\$30,996	9	\$43,680	13
Philadelphia (PA)	12/15/98	Deputy Sheriff	\$30,919	10	\$36,186	21
Hamilton (OH)	12/15/98	Ct. Serv. Officer	\$30,627	11	\$37,622	19

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Marion (IN)	1/1/99	Merit Deputy	\$29,172	12	\$42,587	14
Suffolk (NY)	7/1/96	Deputy Sheriff I	\$28,814	13	\$48,360	8
Cuyahoga (OH)	1/1/99	Deputy Sheriff	\$27,676	14	\$37,388	20
EMPLOYER OFFER	6/1/99	Deputy Sheriff II	\$27,432	15	\$40,749	15
Maricopa (AZ)	7/1/98	Deputy Sheriff	\$27,206	16	\$45,718	10
Denver (CO)	1/1/99	Deputy Sheriff	\$27,204	17	\$44,683	11
Wayne (MI)	12/1/99	Pol. Officer I	\$26,836	18	\$44,536	12
Nassau (NY)	1/1/97	Deputy Sheriff I	\$26,833	19	\$54,045	7
Allegheny (PA)	7/1/93	Deputy Sheriff	\$24,648	20	\$37,980	18
Baltimore (MD)	7/1/98	Deputy Sheriff	\$24,453	21	\$38,990	16
Dade (FL)	10/5/98	Ct. Serv. Officer I	\$23,319	22	\$38,609	17

If the Union's offer effective December 1, 1998 is substituted, the Employer's comparability table looks as follows:

**EXTERNAL COMPARABILITY AND THE UNION'S OFFERED
DECEMBER 1, 1998 WAGE INCREASE**

COUNTY	EFF. DATE	JOB TITLE	MINIMUM SALARY	RANK	MAXIMUM SALARY	RANK
Orange (CA)	7/1/98	Dep. Marshall I	\$41,976	1	\$56,160	3
San Diego (CA)	7/1/98	Dep. Marshall	\$41,976	2	\$56,160	4
Westchester (NY)	1/1/98	Pol. Officer	\$41,800	3	\$60,925	1
Hennepin (MN)	1/3/98	Deputy Sheriff	\$37,956	4	\$47,712	9
Los Angeles (CA)	7/1/98	Deputy Sheriff	\$37,776	5	\$55,056	6
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Dallas (TX)	6/1/98	Deputy Sheriff I	\$30,996	9	\$43,680	13
Philadelphia (PA)	12/15/98	Deputy Sheriff	\$30,919	10	\$36,186	21
Hamilton (OH)	12/15/98	Ct. Serv. Officer	\$30,627	11	\$37,622	19
Marion (IN)	1/1/99	Merit Deputy	\$29,172	12	\$42,587	14
Suffolk (NY)	7/1/96	Deputy Sheriff I	\$28,814	13	\$48,360	8
UNION OFFER	12/1/98	Deputy Sheriff II	\$28,210	14	\$41,905	15
Cuyahoga (OH)	1/1/99	Deputy Sheriff	\$27,676	15	\$37,388	20
Maricopa (AZ)	7/1/98	Deputy Sheriff	\$27,206	16	\$45,718	10
Denver (CO)	1/1/99	Deputy Sheriff	\$27,204	17	\$44,683	11
Wayne (MI)	12/1/99	Pol. Officer I	\$26,836	18	\$44,536	12
Nassau (NY)	1/1/97	Deputy Sheriff I	\$26,833	19	\$54,045	7
Allegheny (PA)	7/1/93	Deputy Sheriff	\$24,648	20	\$37,980	18
Baltimore (MD)	7/1/98	Deputy Sheriff	\$24,453	21	\$38,990	16
Dade (FL)	10/5/98	Ct. Serv. Officer I	\$23,319	22	\$38,609	17

The above tables show that as of December 1, 1998, the Employer's offer places the Deputies at 17th out of 22 at the minimum level and 15th out of 22 at the maximum level. The only change brought about by the Union's offer is to move it from 17th out of 22 to 14th out of 22 in the minimum salary cate-

gory. Under the Union's offer, as of December 1, 1998 for the maximum salary, like with the Employer's offer, the Deputies are 15th out of 22. Assuming no changes in other comparables, factoring in the Employer's 1% equity adjustment effective June 1, 1999 results in the Employer's moving to 15th out of 22 at both the minimum and maximum levels.

However, as noted above, in the *Goldstein* and *Berman Awards* on the wage issue there has been a need for "catch up" for the Deputies. As in the prior awards, however, the Employer's offer keeps the Deputies near the bottom of the comparables. Indeed, as the Employer concedes (Employer Brief at 22) "[t]he Deputy Sheriffs' wages do *not* rank as competitively, however, compared to employees in other counties who *both* serve writs *and* perform *other* law enforcement functions. (Er. Ex. 6, pages 9 & 10 of 11)" [emphasis added and in original]. The Union's offer does not skewer the rankings in any significant manner — there is slight movement in the minimum salary level and no movement in the maximum salary level.

Thus, accepting the Employer's data and comparability selections, this external comparability analysis favors the Union's offer.

b. Internal Comparability

As noted above, the prior awards found a "closely comparable" relationship between the Deputies and the Sheriff's Police. The question now is how the parties' offers place the Deputies with respect to the Sheriff's Police?

In this Chairman's award concerning the wages for the Sheriff's Police, *Cook County and Cook County Sheriff and Metropolitan Alliance of Police, L-MA-97-009* (1998) ("*Sheriff's Police Award*"), the Employer's 10.5% wage offer for the period December 1, 1995 through December 1, 1997 was selected. *Id.* at 7-13, 23. Specifically, the increases adopted in that award for the Sheriff's Police

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were 2% effective December 1, 1995; 1% effective November 30, 1996; 4% effective December 1, 1996 and 3.5% effective December 1, 1997. *Id.*

With the Employer's 3.5% offer selected in the *Sheriff's Police Award*, as of December 1, 1997 the Sheriff's Police became "the highest paid of the internal comparables Correctional Officers, Deputy Sheriff IIs, and the Investigator IIs" *Id.* at 12. With respect to the Deputies involved in this case, it was found in that award that "the disparity between the [Sheriff's Police] and the Deputy Sheriff IIs is so great" *Id.*

The following table for the Deputies and the Sheriff's Police shows that "great" disparity (see the Sheriff's Police Agreement at Appendix A; the *Sheriff's Police Award* at 11-12; the Deputies' 1994-1997 Agreement; the *Berman Award* granting 5% to the Deputies effective 12/1/96 and factoring in the parties' respective offers in this matter):

DEPUTIES AND SHERIFF'S POLICE WAGE COMPARISONS

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 (2 yrs at 5th Step for Depts.)	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.
12/1/96											
Police	36277	38509	40680	42279	44832	47057	48936	50912	52946	55063	57264
Deputies	25345	26608	27853	29228	30718	32168	33457	34817	36202	37650	
Difference	10932	11901	12827	13051	14114	14889	15479	16095	16744	17413	
12/1/97											
Police	37546	39856	42105	44224	46400	48705	50648	52694	54799	56992	59269
Deputies (ER)	25852	27140	28410	28793	31332	32811	34126	35513	36926	38403	
ER Difference	11694	12716	13695	15431	15068	15894	16522	17181	17873	18589	
Deputies (U)	26739	28071	29385	30836	32407	33972	35297	36732	38193	39721	
U Difference	10807	11785	12720	13388	13993	14733	15351	15962	16606	17271	
6/1/98											
Police	37546	39856	42105	44224	46400	48705	50648	52694	54799	56992	59269
Deputies (ER)	26369	27683	28978	29369	31959	33467	34809	36223	37665	39171	
ER Difference	11177	12173	13127	14855	14441	15238	15839	16471	17134	17821	
Deputies (U)	26739	28071	29385	30836	32407	33972	35297	36732	38193	39721	
U Difference	10807	11785	12720	13388	13993	14733	15351	15962	16606	17271	

From the above table, several observations are apparent:

First, the differences between the Sheriff's Police and the Deputies are *quite* substantial — ranging from approximately \$10,000 to \$18,000 per year in the various steps. Yet, the *Goldstein* and *Berman Awards* considered the two groups "closely comparable".

Second, the *Goldstein* and *Berman Awards* spoke of the need for a "catch up" by the Deputies. Arbitrator Goldstein determined that the need for "catch up" was *both* externally and internally. *Goldstein Award* at 43 [emphasis added]:

... [T]he 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.

The key in the above table comparing the various offers for the Deputies and the Sheriff's Police is in the "differences". The Employer's 2% offer effective December 1, 1997 substantially *increases* the difference between the two groups which existed as of December 1, 1996. See "Difference" as of December 1, 1996 and compare it to the "ER Difference" for December 1, 1997. The Employer's offer for a mid-year 2% adjustment as of June 1, 1998 does not change the conclusion that the Employer's offer works against the "catch up" concept. While the percentage increase as of June 1, 1998 is higher than what the Sheriff's Police received (*i.e.*, the 2% increases offered effective December 1, 1997 and June 1, 1998 for the Deputies totaled a 4% increase in that period as opposed to the last 3.5% received by the Sheriff's Police effective December 1, 1997), because of the great disparity between the two groups, the total dollar increase brought about by the mid-year percentage increase still causes the existing difference between the two groups to widen. Compare "Difference" as of December 1, 1996 with "ER Difference" as of June 1, 1998.

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The conclusion that the Employer's offer works against the "catch up" concept and widens the difference between the Deputies and the Sheriff's Police is best illustrated by the following which is taken from the above table:

DEPUTIES AND SHERIFF'S POLICE WAGE COMPARISONS (EMPLOYER'S OFFER)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 (2 yrs at 5th Step for Depts.)	Max. Rate and 10 yrs.	1st. Long. Rate and 15 yrs.	2nd Long. Rate and 20 yrs.	3rd Long. Rate and 25. yrs.
Difference as of 12/1/96	10932	11901	12827	13051	14114	14889	15479	16095	16744	17413
Difference as of 12/1/97	11694	12716	13695	15431	15068	15894	16522	17181	17873	18589
Difference as of 6/1/98	11177	12173	13127	14855	14441	15238	15839	16471	17134	17821

As shown by the above, under the Employer's offer as of June 1, 1998 the difference between the Sheriff's Police and the Deputies which existed as of December 1, 1996 has *grown*. That result is the opposite of "catch up".

These "dollar-for-dollar" comparisons rather than percentage comparisons between the two groups shed more light on the issue. Even a higher percentage wage increase in a much lower paid unit still serves to drive the wage differences further apart. See Arbitrator Goldstein's observation in his award at 33:

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.

Thus, the Employer's offer does not serve the "catch up" function found necessary by the *Goldstein* and *Berman Awards*. Given the substantial gap between the two groups, parity cannot be achieved — and the Union does not seek that kind of remarkable leap. But, the need for "catch up" remains.

Third, the Union's 5.5% offer serves to lessen the gap between the two groups. Examination of the comparisons shows that the Union's 5.5% offer

does not serve to make any extraordinary jumps in that regard. Compare Difference" as of December 1, 1996 with "U Difference" as of December 1, 1997 and June 1, 1998. That is best shown as follows:

DEPUTIES AND SHERIFF'S POLICE WAGE COMPARISONS (UNION'S OFFER)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 (2 yrs at 5th Step for Depts.)	Max. Rate and 10 yrs.	1st. Long. Rate and 15 yrs.	2nd Long. Rate and 20 yrs.	3rd Long. Rate and 25. yrs.
Difference as of 12/1/96	10932	11901	12827	13051	14114	14889	15479	16095	16744	17413
Difference as of 12/1/97	10807	11785	12720	13388	13993	14733	15351	15962	16606	17271
Difference as of 6/1/98	10807	11785	12720	13388	13993	14733	15351	15962	16606	17271

Fourth, the above analysis only takes the data up to June 1, 1998. That follows from the fact that record evidence in this case only takes the Sheriff's Police to the December 1, 1997 increase. It is not known how the Sheriff's Police and the Employer are faring in bargaining for their next Agreement. But suffice it to say, given the great dollar disparity between the Sheriff's Police and the Deputies, the Sheriff's Police would have to do quite poorly in their negotiations to skewer this analysis for the periods after December 1, 1998.

This analysis heavily favors the Union's offer.

c. The Employer's Comparability Arguments

The Employer's comparability arguments do not change the result.

(1) External

First, the Employer (Employer Brief at 32) takes issue with the Union's external comparability data. As pointed out at IV(A)(2)(a) *supra*, the Union's external comparability data have not been considered. The Employer has been given the benefit of the doubt and only its external comparability data have been considered.

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Second, because of the differing process serving and court security functions performed by the Deputies, the Employer (Employer Brief at 32) has sought to make comparisons externally in units "with 'Street Unit' and non-'Street Unit' responsibilities". According to the Employer, such would be an "apples-to-apples' comparison" and the Employer's "wage proposals place the Deputy Sheriffs' wages right in the mainstream of the wages for comparable employees in the other, comparable communities." *Id.*

Specifically, and focusing upon Employer Exh. 6, according to the Employer, its external comparability analysis shows (Employer Brief at 22 [footnote omitted]):

- Compared with only those counties having a separate job classification for court security work, (Er. Ex. 6, pages 3 & 4 of 11) Cook County's Deputy Sheriffs rank third of nine in terms of maximum salary with longevity, and at the median in terms of minimum salary. (Tr. 79)
- Compared with all surveyed counties, including counties where employees perform court security functions and other functions, the wages of Cook County's Deputy Sheriffs fall right in the middle of the pack. (Er. Ex. 6, page 5 of 11) Focusing on maximum salary with longevity, the Deputy Sheriffs are ninth among the 20 counties on the list. (Er. Ex. 6, page 6 of 11)
- Compared with the employees in other counties occupying job classifications responsible solely for the service of writs, the Cook County Deputy Sheriffs' wages again are at the median in terms both of starting salary and maximum salary with longevity. (Er. Ex. 6, pages 7 & 8 of 11) The Deputy Sheriffs' wages do not rank as competitively, however, compared to employees in other counties who *both* serve writs *and* perform *other* law enforcement functions. (Er. Ex. 6, pages 9 & 10 of 11) For this reason, the Joint Employers' final offer on wages includes a 4 percent equity adjustment to a new (D2B) classification for those employees in the unit who perform service of process and/or other "Street Unit" functions.

Those arguments are not persuasive for several reasons. Taking the Employer's factual propositions as stated, those positions must be weighed against the history of wage increases in this unit. The *Goldstein* and *Berman Awards* have found a need for "catch up". Further, those two prior awards have made strong comparability comparisons with the Sheriff's Police irrespec-

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tive of functions.⁴ Moreover, Arbitrator Berman very succinctly stated with respect to dividing up the functions of the Deputies (*Berman Award* at 15-16):

If, however, the integrity of the interest arbitration is to be maintained, the implications of arbitrator Goldstein's finding that the duties of the Sheriff's police and DSII's are "closely comparable" cannot be disregarded when making external comparisons. If it is inappropriate to separate out various law enforcement functions when comparing the Sheriff's police to DSII's, it is equally inappropriate to do so when making external comparisons.

The bottom line is that the Employer's offer *in toto* works against the "catch up" concept and causes a *greater* disparity in an already wide chasm between the Deputies and the Sheriff's Police. That bottom line result just cannot be avoided. On balance, the Employer's carving up the job functions of the bargaining unit and then making comparisons to other external comparables performing the same functions and finding that some groups fall at the level of "third of nine", "median", "the middle of the pack" or "ninth among 20" even if considered appropriate for comparison purposes cannot outweigh the overall effect of the Employer's *total* offer. As earlier noted at IV(A)(1), *supra*, it may well be as the Employer argues (Employer Brief at 35) that part of an offer is more favorable to some of the Deputies than others. However, the interest arbitration process on economic issues does not permit compromises or permit the selection of attractive portions of the different offers. A party's "last offer" must stand or fall on its *total* merits. The Act makes that very clear. The

⁴

See the *Goldstein Award* at 33:

In this regard, the majority of the Board has concluded, and the record clearly shows that the argument employed by Management to differentiate DSII's and Sheriff's police and determine their pay through the distinction of "police officer" and "law enforcement officer/DSII's" 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 DSII's and Sheriff's police is fair and appropriate, if absolute parity is not what is at issue, which the Union concludes is correct.

See also, the *Berman Award* at 15 ("... I consider the Sheriff's police officers and the DSII's 'closely comparable'").

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Employer's last offer on the wage issue — in its *entirety* — is not the offer which "more nearly complies with the applicable factors"

(2) Internal

Referring to Employer Exh. 3, the Employer points out (Employer Brief at 19 [emphasis in original]):

Joint Employers' Exhibit 3 graphically shows not only that the Deputy Sheriffs' 18 percent increase across the 1992 to 1994 term of their second CBA was higher than the total wage increase for any other bargaining unit in Cook County for that 3-year period. It also shows that their 17.5 percent increase for fiscal years 1995 to 1997 (their third CBA) again easily exceeded the increases over that period received by the SPD officers, the DOC offices, or the County's Schedule I employees; the only other County unit achieving an equivalent increase of that period was the Deputy Sheriff's *Sergeants* unit, which had to receive an equivalent increase to avoid having the Sergeants' salaries eclipsed by their subordinates. (Tr. 68; Er. Ex. 3) In fact, Joint Employers' Exhibit 3 shows that the Deputy Sheriffs' increases in every single year since 1992 have equaled or exceeded, sometimes even doubling, the increases received by other Cook County bargaining units including the other law enforcement units.

In relevant part, Employer Exh. 3 shows the following:

F.Y. 1992 - PRESENT
RELATIVE TOTAL COMPENSATION PERCENTAGE INCREASES

FISCAL YEAR	SCHEDULE I (General County Pay Plan)	DEPUTY SHERIFF SERGEANTS	DEPUTY SHERIFFS	CORRECTIONS	POLICE	STATE AND LOCAL GOVERNMENT EMPLOYEES
1992	4/0%		5.0%	5.0%	5.0%	3.0%
1993	4.0%		5.0%	5.0%	5.0%	2.8%
1994	4.0%		8.0%	5.0%	5.0%	2.8%
1995	3.5%	6.5%	6.5%	4.5%	4.5%	3.2%
1996	3.0%	6.0%	6.0%	3.0%	3.0%	2.8%
1997	3.0%	5.0%	5.0%	4.0%	4.0%	2.7%
1998	3.9%		4.0%	3.5%	3.5%	3.0%

This is precisely why comparisons based solely on percentage increases may not tell the complete story. Again, the bottom line in this case is that notwithstanding the percentage increase the Employer's offer is working against the "catch up" concept — externally and internally. Although offering a seemingly reasonable percentage increase, because of the vast wage disparity

between the Deputies and the Sheriff's Police, under the Employer's offer the difference between the two groups grows larger. Percentage increases that are seemingly reasonable but are based on low dollar figures do not close the gap. Further when the external comparability is considered (*see IV(A)(2)(a) supra*) which shows that even under the Union's 5.5% offer, the Deputies are near the bottom, the Employer's percentage to percentage internal comparison just cannot hold up.

d. Other Relevant Statutory Factors

Consideration of the other relevant statutory factors do not change the result. There is nothing unlawful for the Employer to pay the Union's requested wage increase (Section 14(h)(1)); financial inability to pay has not been raised (Section 14(h)(2)); cost of living considerations, the stability of the economy and the non-inflationary times (Section 14(h)(5)) do not outweigh the demonstrated need for the increase; and the overall compensation package (Section 14(h)(6)) has not been shown to require selection of the Employer's offer.

3. Conclusion On The Showings Concerning Wages

On balance, the Union's offer of 5.5% effective December 1, 1997, 1998 and 1999 is accepted.

B. Hospitalization Insurance

The Union seeks to amend Article VIII, Section 1 as follows (Union Brief at 15)⁵:

The County agrees to maintain the level of employee and dependent benefits and employee contributions toward premium, in effect for County employees on December 1, ~~1995~~ 1997, during the term of this agreement

⁵ Proposed language has been underscored, and language to be eliminated has been stricken through.

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subject to the Employer's rights as specified in Article XVI, Section 1. 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 that such changes do not effectively and substantially reduce the current levels of benefits or increase the current levels of employee contribution to premium.

The Employer seeks to maintain the *status quo* with a reopener effective December 1, 1999. Employer Brief at 3, 36-37.

The status of the record is that the Employer is now faced with a good deal of uncertainty concerning health insurance for its employees. Tr. 89. The County has been approached by its outside insurance carrier (Blue Cross and Blue Shield) which made an initial proposal for a 42% premium increase for the contract expiring in May, 1999. Those negotiations are ongoing. Tr. 91-93. The County is also in the process of negotiating with other unions on the issue of employee contributions. According to the Employer, by allowing for the *status quo* and a reopener for the third year, the Employer will be in a better situation to assess its position concerning hospitalization insurance.⁶ The Employer also points to the trend of more employee participation in contributions for health care insurance.

The Employer's arguments on this issue are persuasive. In this proceeding, the Employer does not seek to impose employee contributions.⁷ The evidence shows that the County is facing a somewhat uncertain situation with

⁶ According to the Employer (Tr. 96):

MR. TILSON: ... [W]e really don't know where all of this is going to end up at the end of the day when all the smoke has cleared in the other negotiations, and that's really why we strongly urge you to keep this issue open for fiscal year 2000 ... because we feel that way that we can better negotiate, both parties can better negotiate since we're going to have a better understanding at that time of where all the other negotiations have ended up and where the other unions are going.

⁷ See Tr. 99 ("MR. TILSON: ... [W]e're not asking you to impose employee contributions").

respect to health care premiums. On balance, under those circumstances, to lock in this unit for an undue length of time would not be reasonable.⁸

The Employer's offer of no change with a reopener in the third year is selected.

C. Subcontracting

The Union seeks to amend Article XIV, Section 5 as follows (Union Brief at 19):

It is the policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. Any decision by the Employer to subcontract any work performed by Deputy Sheriffs will be negotiated in accordance with the Illinois Public Labor Relations Act. ~~The Employer may, however, subcontract where circumstance warrant.~~ The Employer also reserves the right to enter into mutual aid and assistance agreements with other units of government.

* * *

⁸ It is recognized that as part of the Employer's position on this issue, it also sought a reopener on wages for the third year — a position that has not prevailed in this matter. See IV(A), *supra*. It is speculative whether the parties will be able to successfully negotiate through the hospitalization insurance issue if that is the sole topic for the reopener. It is further recognized that with a wage reopener, the Employer may have had more flexibility to offset any premium contributions by employees with increased wage offerings. However, by statute, the economic issues must be treated separately. And, as has been discussed throughout, there are no compromises on economic issues which can be fashioned by this panel. See Section 14(g) of the Act ("... As to *each* economic issue, the arbitration panel shall adopt the *last* offer of settlement" [emphasis added]). Therefore, given that the Union's *three* year wage offer has been found more appropriate, this panel does not have the authority to reopen the Agreement on wages for the third year even if it would logically make bargaining on hospitalization insurance easier. However, on this hospitalization issue, the Employer's offer has prevailed — an offer which *has* a reopener in the third year. Under those circumstances with only hospitalization insurance to talk about, how the parties will posture themselves will have to be sorted out when and if the hospitalization insurance reopener is exercised. However, if the hospitalization insurance reopener is exercised, nothing precludes the Employer from offering a wage or other economic incentive to obtain any desired changes in the hospitalization insurance provisions.

Failure to reach agreement on the hospitalization insurance reopener will leave the parties in the same position the parties found themselves in this Chairman's award in *Village of Oak Brook and Teamsters Local 714, S-MA-96-73* (1996) where the only issue was the insurance reopener. There, the village sought to change the existing conditions to require employees (police) to make contributions to insurance premiums because by doing so there would be a theoretical incentive for the employees to hold down unnecessary use of medical insurance. That change was not allowed because the village could not meet its burden to demonstrate the change was needed in light of the failure to show an adverse premium experience as opposed to just presenting a good idea that employee contributions will theoretically result in less use of the insurance and, hence, less premium costs.

The Employer seeks to maintain the *status quo*. Employer Brief at 2, 41-42.

The present subcontracting language has existed in the parties' Agreements since 1988. Tr. 100; Employer's Exhs. Tab 5. The record shows that there has been no subcontracting of bargaining unit personnel. Tr. 37-39.

The Union argues (Union Brief at 19) that it should not be compelled to waive bargaining rights. That argument is not sufficient.

The burden to substantiate the change rests with the Union.⁹ That burden has not been met. The Union's concerns are over hypothetical instances of future subcontracting. The language was placed into the Agreement over 10 years ago through the bargaining process which presumes give and take on a number of issues. Without a persuasive showing of why a change should be made, it is not the function of the interest arbitration process to make changes to long existing contract language based upon hypothetical concerns, particularly where the right to subcontract has never been exercised.

The Employer's offer of no change is selected.¹⁰

D. Scheduling

The Union seeks to amend Article III, Section 2 as follows (Union Brief at 17):

Hours worked and schedules in effect at the time of this contract shall remain in effect. Any changes to the existing hours of work and schedules of employees will be negotiated in accordance with the Illinois

⁹ "Arbitrators may require 'persuasive reason' for elimination of a clause which has been in past written agreements." Elkouri and Elkouri, *How Arbitration Works* (BNA, 4th ed.), 843. See also, this Chairman's *Sheriff's Police Award*, *supra* at 21 ("Because it is seeking the change, the Union bears the burden to demonstrate why the change of language is necessary.").

¹⁰ In the *Sheriff's Police Award*, *supra*, this Chairman rejected a similar request by the union therein (MAP) to modify the subcontracting language in the Sheriff's Police Agreement. *Id.* at 20-21. The union's hypothetical concern and the lack of layoffs as a result of subcontracting dictated a finding that MAP had not met its burden to justify the change. Similar reasons require the same result here.

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~~Public Labor Relations Act, 5 ILCS 315/ 1 et seq. (West, 1997) will be discussed with the Union prior to implementation.~~

The Employer seeks to maintain the *status quo*. Employer Brief at 2, 37-41).

The present language has existed in the three previous Agreements. Tr. 153. In May 1997, the Sheriff changed the schedule for process servers from allowing them to work their own schedule with a three day per week report in and drop off of served papers to a 5 days on and 2 days off schedule with two shifts. Tr. 154. The Union grieved that change. The Union did not prevail in the arbitration. *County of Cook and Sheriff of Cook County* (Berman, 1998).

Due to flexibility requirements, the ability to schedule employees is typically a core managerial function, subject only to restraints of non-arbitrary action.¹¹ In a large bargaining unit like this where scheduling is often dictated by the desires of the various judges concerning hours of operation of their respective courtrooms, in order to maintain security and order in the courts that needed managerial flexibility is obvious. Given the other varied functions performed by the bargaining unit, the need for flexibility is further underscored. It would be most difficult for the Employer to have to bargain with the Union each time to accommodate changes dictated by the judiciary. In May 1997, the Employer apparently exercised its managerial prerogatives, which resulted in the grievance proceedings before Arbitrator Berman.

But again, the burden is on the Union to demonstrate why the change is necessary. The clause has existed since the inception of the parties' relationship. The Union did not prevail in the arbitration before Arbitrator Berman

¹¹ *How Arbitration Works, supra* at 462 ("Even where the agreement expressly states a right in management, expressly gives it discretion as to a matter, or expressly makes it the "sole judge" of a matter, management's action must not be arbitrary, capricious, or taken in bad faith.").

where the Union sought to avoid the impact of the clause. Given those factors and without some persuasive showing from the Union why the language should be changed as the Union seeks, the Union's burden has not been met. Arguing that it should not be required to waive bargaining rights (Union Brief at 18-19) is not sufficient to meet that burden. It appears that the Union is using this forum in an effort to undo its prior bargain and the result of the grievance award from Arbitrator Berman. See Union Brief at 19 ("... the Union cannot agree to the wholesale waiver of bargaining that Arbitrator Berman found in the current language."). The Union's burden has not been met.

The Employer's offer of no change is selected.

E. Compensatory Time And/Or Overtime Compensation

The Union seeks to amend Article III, Section 3(B) as follows (Union Brief at 16):

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. Employees; normal workweek 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 bi-weekly 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, and used compensatory time.

The Employer seeks to maintain the *status quo*. Employer Brief at 4, 44-47.

The Union argues (Union Brief at 17) that "[t]he Union proposes to bring the Deputy Sheriffs in line with other sworn County employees as regards overtime calculation, and thereby to remove another of the indicia of second-class citizenship that the Deputies have endured." The Employer (Employer Brief at 45-46; Employer Exh. 24; Tr. 176-178) disputes the Union's blanket assertion that all other similarly situated sworn officers receive the benefit.

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The impact of the Union's offer will be that "[i]f the employees are able to use compensatory time, inevitably they are going to reach the overtime threshold sooner, which will have an adverse financial impact on the Joint Employers." Tr. 179.

At the hearing, the following exchange occurred with respect to the impact of the Union's offer (Tr. 178-180):

ARBITRATOR BENN: Can you put a dollar figure on it?

MS. SHROYER: Offhand, I couldn't.

* * *

ARBITRATOR BENN: Does anyone have any idea as to what that impact is?

MR. TILSON: It's really virtually impossible to figure out.

ARBITRATOR BENN: It would depend individually on an individual officer's usage?

MR. TILSON: That's correct.

The Union's argument is that because other similarly situated employees have the benefit, so should the Deputies. Assuming that all other similarly situated employees have compensatory time counted towards overtime (a fact disputed by the Employer), that alone is not sufficient reason to grant the benefit in this type of proceeding. If that were the test, then take away items would be in order because other bargaining units did not have certain benefits possessed by the Deputies.

Again, the burden here rests with the Union to justify the change. Given the quoted exchange above, the Union's request might be financially staggering or might be *de minimis*. But, there is no evidence in this record sufficiently showing the extent of compensatory time usage and how that would impact the

total compensation package received by the Deputies if that time is counted towards overtime compensation.¹² While perhaps "impossible" to *pinpoint*, something more is needed concerning compensatory time accumulations than to support a position to the effect that "others have the benefit and so should we". The point is that this record does not yield a clue as to the impact of the benefit. The Union is obviously free in future bargaining or interest arbitration proceedings to urge the adoption of this benefit as part of the total compensation package in its efforts to "catch up". But, given the lack of information about the impact of the sought after benefit here, it must be concluded that the Union's burden for now has not been met.

The Employer's offer of no change is selected.

F. Automobile Allowance

The Union seeks to amend Article XIV, Section 15 as follows (Union Brief at 20):

~~The Employer shall provide an adequate amount of gasoline for employees using their personal automobiles for work. The Employer will reimburse employees who utilize their personal automobiles for work at the rate of \$.31 - 1/2 per mile.~~

The Employer seeks to maintain the *status quo*. Employer Brief at 4, 42-44.

Deputy Sheriffs in Civil Process have previously been required to use their own personal vehicles for serving process. While Article XIV, Section 15 requires provision of "an adequate amount of gasoline", that "amount" has typically been interpreted as 100 gallons per month, which, depending on where the Deputies are required to go, could be higher. Tr. 39, 190, 193. The Union

¹² Section 14(h)(6) of the Act specifies consideration of "[t]he overall compensation presently received by the employees, including ... other excused time"

seeks to have the affected Deputies paid "equivalent to the mileage reimbursement policy in effect for all other County employees." Union Brief at 20.¹³

It appears, as the Employer argues (Employer Brief at 44) that the dispute may be moot. At the hearing, the parties were in agreement that the Employer was in the process of purchasing cars for use by the Deputies, which would eliminate the need to have an automobile reimbursement. The Employer stated (Tr. 187):

MS. SHROYER: ... In direct response to the Union's concerns with this provision [Article XIV, Section 15], the County has requested approval from the County Board to acquire cars for this unit, and that has been approved. Those cars went out to bid, and a contract was awarded. The cars will be acquired and should be in use by May of 1999.

The time of targeted acquisition of the cars has now passed. It is not presently known whether the program has been implemented (this Chairman has heard nothing from the parties on the topic). It does appear, however, that the Employer has taken steps to address the concern that the affected Deputies had about inadequate reimbursement to cover wear and tear on their personal vehicles.

The new program of providing cars to the Deputies in Civil Process should be allowed to take effect. As discussed at the hearing, there appear to be a number of unanswered questions about the process (e.g., what happens if insufficient cars are available on a given day? — see Tr. 191-195). As the program takes effect, the parties should, in the first instance, have the opportunity to sort out if there are such problems and whether those problems can be

¹³ See also, Tr. 188 (where the Employer referred to the Cook County travel expense reimbursement policy where "... employees who have to use their personal car in carrying out their job duties are reimbursed at the rate of 31 and 1/2 cents per mile.").

The *Goldstein Award* rejected a Union proposal to change from the existing policy to a requirement that the Employer pay the affected Deputies \$2000 per year. *Id.* at 52-55.

resolved. Again, it is not the function of this process to decide issues on concerns which may be hypothetical or not ripe for consideration.

In light of new automobile policy, the Union's requested change appears moot. The Employer's offer of no change is selected.

V. AWARD

Based on the above, the award shall be as follows:

A. Wages

The Union's Offer:

Effective December 1, 1997 - 5.5% across-the-board increase.
Effective December 1, 1998 - 5.5% across-the-board increase.
Effective December 1, 1999 - 5.5% across-the-board increase.

Chairman

Zari M. Ken

Dated: August 14, 1999

Union Arbitrator

Michael A. Vendafreddo

Dated

August 20, 1999

Employer Arbitrator
(DISSENTING)

John G. Calabrese

Dated

20 AUGUST 1999

B. Hospitalization Insurance

The Employer's offer of no change with a reopener in the third year.

Chairman

Zari M. Ken

Dated: August 14, 1999

Union Arbitrator
(DISSENTING)

Michael A. Vendafreddo - DISSENT

Dated

August 20, 1999

Employer Arbitrator

John G. Calabrese

Dated

20 AUGUST 1999

C. Subcontracting

The Employer's offer of no change.

Chairman

Teri H. Ken

Dated: August 14, 1999

Union Arbitrator
(DISSENTING)

Michael A. Vondra - DISSENT

Dated August 20, 1999

Employer Arbitrator

John S. Kolbe

Dated 20 August 1999

D. Scheduling

The Employer's offer of no change.

Chairman

Teri H. Ken

Dated: August 14, 1999

Union Arbitrator
(DISSENTING)

Michael A. Vondra - DISSENT

Dated August 20, 1999

Employer Arbitrator

John S. Kolbe

Dated 20 August 1999

E. Compensatory Time and/or Overtime Compensation

The Employer's offer of no change.

Chairman

Teri H. Ken

Dated: August 14, 1999

Union Arbitrator
(DISSENTING)

Michael A. Vondra - DISSENT

Dated August 20, 1999

Employer Arbitrator

John S. Kolbe

Dated 20 August 1999

F. Automobile Allowance

The Employer's offer of no change.

Chairman

Eric H. Jean

Dated: August 14, 1999

Union Arbitrator
(DISSENTING)

Michael A. Vendafreddo - DISSENT

Dated *August 20, 1999*

Employer Arbitrator

John S. Collins

Dated *20 AUGUST 1999*