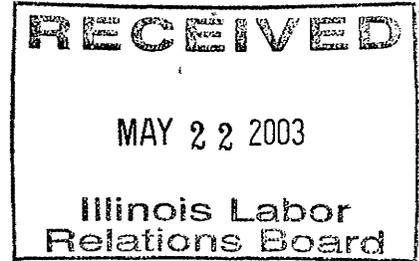


ILRB  
# 258

BEFORE  
JAMES R. COX  
ARBITRATOR



ROCK ISLAND COUNTY BOARD  
ASSISTANT STATE'S ATTORNEY UNIT

and

INTEREST ARBITRATION  
FMCS 01070913186 A

LOCAL 150  
INTERNATIONAL OPERATING ENGINEERS

**DECISION AND AWARD**

The Hearing in this matter was conducted in Rock Island, Illinois December 6, 2001. Local 150 Attorney Ken Edwards presented the Union case and Attorney Bob Boeye represented the County. After their receipt and review of the Transcript, both Representatives filled excellent Post Hearing statements postmarked February 22, 2002.

This proceeding has been conducted in accordance with applicable provisions of the Rules and Regulations of the Illinois State Labor Relations Board. The parties have waived both the Section 1230.90(a) requirement that the Hearing commence within 15 days following the Arbitrator's appointment and provisions of Section 1230.100(a) which mandate that the Award issue within thirty days following the date of the Hearing.

The applicable comparability group has been stipulated to be State's Attorney's Offices in the Illinois Counties of Champaign, McLean, Peoria, Sangamon and Tazewell as well as Scott County, Iowa. None of these Units are represented by a Labor Union. Comparative data provided included recent increase percentages, salary levels and revenue information. There was no indication of any differences in duties or workload among the Offices.

There were two unresolved economic issues brought to the Arbitrator for determination.

The size of across the board raises commencing December 1, 2001, December 1, 2001 and December 1, 2002 and the addition of a Step to the Salary Schedule.

Whether a new Pager Pay benefit should become part of the Contract.

The parties have stipulated that the matter is properly before me for final and binding determination. My findings are based upon factors set forth in Section 14(h) of the Illinois Public Relations Act.

## **FINAL OFFERS**

### **Wages**

The Union proposes that the current wage scale be increased 7% December 1, 2000, 6% December 1, 2001 and 5% effective December 1, 2002. They also seek that an additional Step be placed on the salary schedule at 22 years of service.

The County's last offer provides for across the board increases of 3.75% the first year (December 1, 2000) and 3.5 % the second and third years. They would maintain the current number of Steps.

### **Pager Pay**

Local 150 seeks \$500.00 monthly compensation for any month a bargaining unit member is required to carry either the sex abuse or the search warrant pager. This new benefit would provide compensation for being on call after working hours to handle sex abuse or search warrant related matters.

For reasons discussed below, the County sees no need to add this benefit and would maintain the status quo on this issue.

### **Effective dates**

Both parties agreed that any wage increases would have retroactive effect to December 1, 2000 and that Pager Pay, were any awarded, would become effective prospectively upon the date of the Award.

## **THE PAGER ISSUE**

There are 14 Assistant State's Attorney's in the Unit.

Pagers are assigned on a monthly basis and, in the case of the search warrant pager, rotated among 11 attorneys. The sex abuse pager assignment is rotated between 3 attorneys and requires special training.

Attorneys assigned to take sex abuse pager calls have averaged about two or three calls a month. Some may involve 4 hours time, most only about an hour. According to the testimony, when on the search warrant pager assignment, an Assistant State's Attorney receives about three to four calls a month. An Assistant would carry that pager once every 11 months.

All pager duty assignments are mandatory and prescheduled each year. *On call* sex abuse pager duty is part of the assignment to the sought after felony work. The annual dollar cost of this new benefit would be \$12,000.00.

According to the evidence, the fact that an attorney may be called out has no bearing on his obligation to report for work the following day. Neither compensatory time off, call in pay or call out pay is provided in the Contract or as a practice. However, the State's Attorney, a veteran of that Office who appears to have a good relationship with his personnel, testified that he does make assignment accommodations if an Attorney has a trial scheduled the following day after a call out and often arranges for a substitute. He also pointed out that, in general, an attorney's workday is not rigidly adhered to and, when there is additional time put in after hours, time off may be taken as a "trade off". In the case of a vacation falling on the month of a pager assignment, the attorney may arrange for a substitute.

There was no evidence of how long the pager duty with its *on call* requirement has been in effect but the benefit sought here had been sought and denied by Arbitrator Berman in 1993.

An attorney on call is required to remain in or proximate to Rock Island County so that there may be a reasonably prompt response. While they are not restricted to their homes, the Attorney must be at a location where he can be reached. The pager has an effective range of about 40 miles. Calls come at various times of the night. Sometimes the issue that led to the call can be handled on the phone.

### **Internal Comparables with respect to after hours work.**

The County has other Labor Agreements. Contractual call back pay<sup>1</sup> is provided for employees in the following Units along with a guarantee – the Highway Department, 4 hour guarantee, Sheriff's Department, 2 hour guarantee, and Probation Officers, one hour guarantee. Probation Officers also get 8 hours comp time for any week they are on call and, if called out, earn comp time at a 1.5 rate. Courthouse employees from the ASFCME 2025 Unit, if called out, have a 2-hour guarantee.

A non-represented paralegal in the State's Attorney's office occasionally carries a pager without compensation. It was not shown if that person was paid if called in to work.

In the Nurses Local 2025B Unit, there is both call in pay and on call pay. When a Nurse is required to carry a pager on a weekend, she receives \$20.00 for that weekend and, if called in, a minimum two hours call in pay.

In the Oak Glen Unit represented by ASFCME Local 2371, if employees in certain Mechanic classifications and General Duty employees are required to carry a pager by the Facilities Director, they are paid \$10.50 for that day and a minimum of one hour pay when called in. Assignment is by seniority with the low senior employee forced.

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<sup>1</sup> Call in and Call back are terms used interchangeably.

The evidence shows that, except for the paralegal, the State's Attorney's Office is the only County Unit where employees who carry pagers as an after hours assignment are not compensated in any form. It is the only internal Unit, so far as the evidence shows, where there is no pay or guarantee in the event of a call out. I recognize that the Union is seeking only on call pay in these negotiations.

### **External Comparability**

Five of the six comparable Counties require Assistants to carry pagers and/or be on call for various periods and only in one of the five Counties is there any allowance paid for being on call. On County provides comp time on a one for one basis if called in. The evidence did not establish that any County requires an Assistant to be on call for an entire month but in some Counties, certain Assistants are required to carry a pager without any rotation. There was no indication of what restrictions there may be when engaged in that activity.

While Peoria County provides compensation to those carrying pagers, in comparison with Rock Island, the on call period there is only seven days. The pay is \$40.00 per day with a premium when there is a call out for weekend bonding (\$75.00 per day) or weekend jail (100.00 per day).

Champaign provides a pager to an Assistant whom they designate to be on call. The evidence did not establish the frequency or duration of such an assignment and it appears that, if an Attorney is called in to work additional hours, he is provided comp time. There is no Pager Pay – i.e. on call pay.

Sangamon County requires one Assistant States Attorney to be on call and to carry a pager on a weekend. There is no separate *on call* compensation.

McLean County does not rotate on call duty but provides pagers to three positions on a permanent basis. There is no additional compensation paid. The period of on call duty was not shown or whether the duty was built into the rate.

Scott County rotates on call weekly assignments among only 4 or their attorneys without any additional compensation.

Tazewell County does not rotate on call duty. According to the State's Attorney, "some ASA's are required to carry a pager but do not received any compensation for being on call". No duty time was described.

### **Analysis**

The Berman Award of August 1993 denied a Union proposal for standby pay relying chiefly on the State's Attorney's statement that such duties were "*part of the professional responsibility of an assistant state's attorney who is a licensed lawyer*". The Arbitrator found "*no convincing rationale provided to support the Union's proposal on stand by pay*" and rejected that demand. There is no indication that this type of assignment has changed in any way since 1993.

There is an obvious difference in being on call and being paid when actually called in to work. As the County correctly points out, *call back* pay is tied to a specific incident, normally involves work performed and is not sought in this proceeding. I recognize that the Union is not seeking call in compensation but the failure to provide any compensation during the month long assignment aggravates the situation.

Pager Pay is for being *on call*. Such a status necessarily involves a restriction on off duty time in order that the County may maintain 24-hour contact with the State's Attorneys Office.

Rock Island State' Attorneys, unlike other represented workers of the County in Units identified above, receive neither on call compensation or call in pay. Unlike any on call assignment either in the County or within the comparable groups, these mandatory assignments are month long. There was no explanation why, in Rock Island County, it had been determined to require such lengthy assignments. Like most types of overtime work, it is within the discretion of the Employer to determine how much and when, if at all, off duty hours should be worked

In the Rock Island State's Attorney's Office, the requirement is to be in on call status the entire month and, over the year, every attorney has that obligation. The obligation is to be at a location where contact can be made and within a 40-mile radius from the Courthouse.

The County stresses that, considering the number of call outs estimated by the witness, paying \$500.00 a month results in an effective rate of from \$33.00 to \$250.00 dollars per hour worked compared to an average hourly rate of \$20.46. They correctly conclude that such a premium would be unreasonable if viewed from an hourly perspective. That argument, however, ignores the fact that the monthly compensation is not for responses to the pager but for the inconvenience to the Assistant State's Attorney when he is required to be consistently on call in standby status with attendant restrictions on his off duty time for 30 consecutive days in order that the County may benefit from the availability of legal advice on a 24 hour basis.

Certainly the State's Attorney has considered the utilization here as well as the irregularity of the calls and the importance of having a professional available to respond.

### **THE WAGE ISSUE**

Each of the two offers, except for the additional Step sought by the Union, focus on general increases and, except for the Union demand to add an additional Step, do not seek changes in step intervals or in any other aspect of the salary schedule structure. Each would put the increase into effect on an across the board basis.

The parties are reminded that, in Illinois, the Arbitrator must consider each economic proposal in its entirety and may not, for example, select the Union sought longevity Step without adopting the general increase Local 150 seeks or award a package based upon elements of both final offers. Even If he believed that a third or interim position somewhere between the two offers would be most appropriate, he could not award it. Either the Union or County last offer must be chosen.

## **Revenue Sources**

While ability to pay is not a contention here, Arbitrators must recognize the significance of revenue sources in evaluating the merits of comparative salaries. Here, there was no persuasive relationship shown within the comparative group between revenue and the level of wages actually paid Assistant State's Attorneys.

In this case financial data shows that Rock Island County does not have the financial resources available across the river in Scott County which has much higher assessed valuations. It appears from the evidence that the Rock Island levy against assessed valuations is close to maximum. Scott County does pay its County Attorneys salaries which, when adjusted upward to a projected 40 hours, are well in excess of those paid in Rock Island. Such a relationship between revenue and salaries is not constant. Revenue is an important but not conclusive consideration in determining salary rank. Allocation of revenue is just as significant a factor. In the case of the internal comparable, there was no showing what dollar costs arose from the percentage increases shown.

Champaign and Peoria have slightly greater assessed valuations than Rock Island. Tazewell has substantially less. Champaign, Sangamon and Peoria Counties realize substantially more sales tax revenue than Rock Island while Tazewell has significantly less such revenue.

As shown below, despite being below Rock Island both in terms of sales tax and property tax revenue, Tazewell provides the highest average salary to its attorney unit of any County in the comparability grouping. When based upon the Union's proposed increases, that average is still \$3150.00 higher than Rock Islands \$45,349, the actual average as shown in the County Brief.

## **Comparative salary data**

In analyzing the comparative salary data provided, among other factors, I have noted (1) that there is insufficient evidence that certain highly compensated classifications (i.e.-First Assistants and Division Chiefs) identified in the data have any counterpart in the Rock Island Unit, (2) in the case of Scott County<sup>2</sup>, Assistants earn the stated salaries by employment for only two thirds of the hours worked in Rock Island – they are not paid full time salaries and those wages must be adjusted upwards to make a meaningful comparison, (3) there is a significant proportion of long service attorneys in the Rock Island Unit, (4) during the term of this Agreement, only 2 of the 14 attorneys in the Unit will not receive any Step increase - one attorney will be paid for two Step increases and (5) automatic Step increases under a salary schedule give a percentage wage increase greater significance than in Units who may receive the same percentage increase without having such an automatic progression schedule.

In Rock Island attorneys get what might be called pre negotiated interim increases in additional to an annual raise as they move through the schedule.

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<sup>2</sup> Section 3, Article V of the Rock Island County Contract substantially restricts outside employment.

**External Comparables, increases in Comparable Counties.**

<u>County</u>	<u>Average increase 2000</u>	<u>Average increase 2001</u>
<u>Sangamon</u>	County data 2%	2%
	Union data 3%	3%

I credit the Union data which was based on a November 27, 2001 letter from Sangamon County State's Attorney.

<u>Peoria</u>	Union data	<u>5%</u>	3.5%
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Union data was from City Personnel department correspondence. County data only shows unspecified merit increases each year. There may be no difference. The Union asserts that during the prior 5 years Peoria gave Assistants a total of 22% increases – about 4% plus each year un compounded.

<u>Champaign</u>	Union data.	<u>4%</u>	4%
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There were also inequity adjustments in 2000 of 26% . No details were shown. The Union data is based upon a letter from Champaign County.

County data.	3%	4%.
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<u>Scott County</u>	Union data	3.67%	3.50%
	County data	3.60%	3.50%

Union figures were based on written statements from a Scott County authority. Attorneys in that office work 2/3 of the standard workweek, a factor I have used in comparing their relative pay with wages of Rock Island County attorneys. Such a percentage increase on an already high base is meaningful.

**McLean County**

Union and County data both show a 2.5% increase each year. The Union presents a document from McLean County which shows that additional salary may be earned in merit increase form up to 4% and that COLA in amount of 2.5 has been paid in addition to the merit during past several years.

The amount of the average merit increase per Attorney was not specified. There are also increases when attorneys advance up Steps on that salary schedule and

they move from Grade to Grade. Again, while I have no way of determining what the Assistant's raises were, it would appear that they were at least, percentage wise, as high as the Rock Island County proposal.

### Tazewell County

Union data shows a salary schedule with intervals of 4% and Step increases to the midpoint. After 5 years employment, additional Step increases are available, depending on a performance evaluation. For example, *Meeting expectations* merits 1% of base pay and *exceeds expectations*, 2 to 3% of base pay. There is a Deputy Chief Assistant at Grade 4, Four Felony and Civil Assistants at Grade 3, three Felony Assistants at Grade Four and three Associate Assistants at Grade Five. With such percentage intervals, an increase in the base has a snowballing effect and is more significant than the dollar intervals found in the Rock Island schedule.

In this County, there is a 25 year schedule and each Salary Grade has a 4% interval to the midpoint (Grade 5) with 1 % intervals from midpoint to midpoint – the *merit range*. It was not shown how movement from Grade to Grade would take place.

County evidence shows 2.5% plus merit for 2001 and that, prior to fiscal 2001, increases had been based solely upon merit increases.

Based on the evidence, there appears to have been relatively large increases here in 2001. I do not have the dollars or enough specific information to make a determination of the overall percentage increase but, based on the information I do have, the 2001 increase, including step increases, would result in a 2001 increase in excess of that proposed by the County for the Rock Island Unit.

### Other Units within Rock Island County

Increases for other County Bargaining Units appear to have averaged a somewhat more than 4% over the past two years. There is no evidence that any of these increases had been coupled with any new benefit which had a cost impact equivalent to or greater than the pager benefit sought here.

One group, non-attorney staff within the State's Attorney office, had an increase as high as 7% but that settlement was reportedly back loaded with increases of 2%, 6% and 7% - an average of 5%. However, other non- bargaining Unit increases have reached 7.39% the past fiscal year. The County argues that this figure is not the entire story – that some years there is a step increase or an unspecified percentage raise plus the general increase; another year there is just the general wage increase. This is not much different than the process in the Unit before me. We do not know the number of staff employees affected. We do not know whether any of the other internal Units have salary schedules which provide for step increases. We do recognized that the work in those units is substantially different that in this Courthouse Office.

that Mr. Miller, listed on the initial exhibits with a hire date of August 1994, was not included in the revised exhibit of December 2001 which showed current attorneys.

## ANALYSIS

### Income and increases

The County stresses that an Arbitrator should consider all relevant statutory criteria in selecting a last position of the parties on the economic issue of wages. The most significant factor, in their opinion, is the comparison of the percentage increases sought by Local 150 with those increases which have been granted employees of other Counties within the external comparability group. They explain the relatively low salary rank of the Rock Island Office by pointing out that, in terms of revenue for the General Fund from which wages come, of the other Counties, Rock Island County has the lowest assessed property valuations except for Tazewell County and that four of the six comparables receive more sales tax revenue than the County. One of those two Counties behind Rock Island and Tazewell in sale tax revenue is Scott which more than makes up for that deficiency in property tax income. Yet despite its receipts of income from these taxes, Tazewell provides the highest average pay of all comparative groups despite having only four of 12 attorneys with service dates of 1995 or earlier.

Comparing total percentage wage increases in 2000 and 2001 for the other Rock Island Units, we find an overall increase which appears to be above the Rock Island County offer to Local 150. I cannot be more precise since we do not know the significance in comparative dollars or the wage base upon which the percentage increases were granted. We do not know whether the other Units in this County have a progression schedule and get step increases as well as the negotiated raises. We can compare only the percentages. No new benefit costs such as the pager pay sought here were shown to have been included in other County Unit settlements.

Within that internal group we find an AFSCME Unit receiving 6% increases in 2000 (a first Contract) and 7% the second year. Another AFSCME Unit was granted 5% and 3% increases. The average of overall increases in other County Units, based on the data I have, exceeds the proposal for this Unit. However, when considering a professional Unit, the externals for comparable work are of more significance than increases provided employees without the training and responsibilities integral to the Attorney position.

While In the private sector, Attorney salaries are rapidly accelerating – even beyond the big firms in large cities - there is no information in this Record about private sector salaries – in firms and companies – within the seven Counties relevant here.

The Union is understandably concerned with their Units relatively overall low salary rank within the Comparability group. They point out that Rock Island Assistant States Attorney's are not in the same relative position as they were following the Award of Arbitrator Berman and argue that they are entitled to 'catch up".

There was no explanation for the decline or why the low rate ranking presently pervades the entire schedule. Part of that problem may be in the relatively low starting rates where this Unit rank 6<sup>th</sup> of 7. Rock Island is about \$2000 below the next lowest County in start rates and \$3500, \$4500, \$6000 and \$14,000 behind the remaining four County's start rates! Only Sangamon has a lower new hire rate for County attorneys. The salary improvement which came out of the 1993 Award did give recent hires higher proportionate increases.

### **Since 1993**

In his 1993 Award, Arbitrator Berman made findings of fact that Rock Island County Assistant State's Attorney salaries were last among average salaries of those in the comparable groups at the starting wage level and at Steps reached after 1, 5, 8, 10, 12 and 15 years of service. At that time, a first contract, the employer's proposal which was adopted by Berman, brought the Unit ranking up to 4<sup>th</sup> (out of 7) in starting salary and then 5<sup>th</sup> after two years, 7<sup>th</sup> after 5 years, 4<sup>th</sup> after 8 years, 5<sup>th</sup> after 10 years and 2<sup>nd</sup> after 15 years. Under the County proposal which he adopted, current employees received an average 27.5% increase over the three-year term exclusive of a 4% increase that had been granted in December 1991. The better showing at the higher level appears to have resulted from the salary schedule step structure. Such step significance is demonstrated by the comparative greater spreads between top and low rates in the three Counties that currently have such salary schedules.

The record does not show the percentage increase resulting from the contract negotiated following the Berman Award. However, evidence was presented that the increases for the last two Contract Years – the years commencing December 1, 1998 and December 1, 1999 – were 3.5%. There was no indication of what the other Counties were doing.

### **Effects of the proposed increases.**

The County's present proposal, when compounded, is projected at 11.13% over three years. Local 150's proposal compounds out at 19.09%. There is a \$20,063 difference between the two offers in the first year of the Agreement, which widens to \$38,538 and \$51,763 the second and third years according to a table dated December 28, 2001 according to the December 28, 2001 agreed upon scale information.<sup>4</sup>

### **At the top**

Notwithstanding the positive effect of the step increases, overall relative salary rankings for Rock Island State's attorneys have fallen since 1993.

Considering that Rock Island has a comparatively large number of attorneys with long service and a step feature, it is surprising that as of December 1, 2001, they would only be fifth in terms of top salary (\$67,264) after the second year increase would go

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<sup>4</sup> An additional increase of \$12,000 this second year for Pager Pay would significant extend that \$38,000 difference.

into effect - even if the higher Union proposal were selected! The County proposal (\$62,736) would have the effect of keeping the Unit top at the bottom rank.<sup>5</sup>

Were the Union proposal adopted, if the top non-supervisory salary in the Peoria Office were eliminated (\$70,000), there would be three attorneys in Rock Island with salaries higher than the next highest paid Assistant in that County. Only Tazewell – one attorney at \$91,692, the next at \$67,100 – Sangamon, where the top earner was paid \$68,566 – and Scott would be higher at the top<sup>6</sup>. There would be an upward adjustment for Scott County wages which would put them ahead of Rock Island. They too have a large number of long service attorneys. There is an element of reasonableness in not having a Unit with such relatively greater experience at the bottom of the comparative group.

Tazewell's real top is just a few hundred dollars more than in Rock Island under the Union proposal and that Rock Island's top earners are within 3% of the top wages paid in Sangamon and Peoria.<sup>7</sup>

The top rate for the year ending November 30, 2000 - after only the first year increase - is shown as \$60,614 under the County proposal and \$63,174<sup>8</sup> were the Local 150 proposal adopted. The bottom salary for current employees as of that November 30<sup>th</sup> date would be \$32,415.65 under the Union proposal as opposed to \$31,431.06 offered by the County. The difference at the bottom is about \$984.00 but due to the spread effect, the difference at the top amounts to \$2560.00.

### Averages

The average Assistant in the Rock Island Office has 8 years of service. The average wage, were the Union's last offer adopted, would be \$45,349. According to the calculations in the chart provided in the County Brief<sup>9</sup> such an average, with the Scott adjustment, would put Rock Island Attorneys' pay ahead only of Sangamon. They would be ranked 6<sup>th</sup> of 7 in average pay. However, they would be only a few dollars below Assistants in the much more financially able Peoria County Courthouse.

To reiterate, this relatively low average is remarkable considering the proportion of long service employees in this Unit.<sup>10</sup> This may be partly explained by the fact that

<sup>5</sup> While the County on page 11 of their Brief lists the top salary for Champaign County at \$60,177, a letter from Champaign Salary Administration dated November 13, 2001 shows one of the five Lead Prosecutors earning \$62,907. While I have excluded the First Assistant's wages, there are five Lead Prosecutors listed of the 20 Attorneys. With that proportion, there was no reason to exclude them as supervisors without more evidence..

<sup>6</sup> The County uses the \$72,000 salary for the Civil First Assistant for their top on page 11 of their exhibit. It is not clear whether that position is supervisory.

<sup>7</sup> In Peoria there is a big drop off from the top earner with more than thirty years service to the next most highly compensated, at \$58,000.

<sup>8</sup> It is not clear why, as of 11/30/00, there would be a difference on the union proposed scale but not on the County proposed scale for Osborne and Sanko.

<sup>9</sup> The county states they have adjusted overstated rates in the Union proposal in this chart. ,

<sup>10</sup> The evidence showed that, considering non supervisory attorneys in each of the comparative counties, the following numbers of attorneys have dates of hire on or before 1995: 7 of 21 in Sangamon County, 4 of 18 in Peoria County, 2 of 20 in Champaign County, 9 of 11 in Scott

there were two attorneys in the Unit with less than a year of service at that time and another with less than 2 years. Another reason seems to be that, in the two Counties with the highest averages, the starting pay is significantly higher than in Rock Island. Champaign starts at \$37,440. Tazewell rates begin at almost \$36,000. Sangamon, which has the lowest starting pay of the Group at \$30,000, also has the lowest average salary – about \$4000 below Rock Island.

### **The bottom**

Looking at the salary lists submitted by the comparable Counties and calculating figures in the Union submission against the salary status as of fall 2001 - after a two increases - we find at that point, that Sangamon would be the only County with an attorney with a lower salary than the lowest paid Assistant States Attorney in Rock Island<sup>11</sup>. They have four attorneys with less than one years service earning \$ 31, 000 or less.

### **The step factor**

In evaluating comparative percentage increases, there is significance in the fact that, except for Tazewell County and McLean, none of the other four State's Attorney Units have a salary schedule that provides for Step increases. Tazewell's is relatively rich and extends over 25 years. Rock Island has a modified structure with increases every two or three years and presently extends through 21 years. We have discussed McLean's above. The Union calculates the average Step increase at 8.6% - when the Steps kick in.

### **The additional Step**

The Union seeks to add a Step at 22 years of service. Four of five organized County Units have Step increases up to 15 (3 Units) and 20 years. Only Tazewell and McLean among the external group, have Step schedules.

Local 150 argues that the two attorneys with 22 years or more of service in Rock Island perform work equivalent to that performed by those classified as supervisors elsewhere. No evidence was introduced. The Union argues that the two most senior attorneys in Rock Island are actually working as "*lead persons*" and that they should, therefore, receive a premium for their level of responsibility in the form of a new Step.

This step request cannot be separated from the overall last offer of the Union on wages.

## **AWARD**

The Arbitrator is restricted by the provisions of the Illinois Public Labor Relations Act to a determination on each economic issue based upon the last offers of the parties.

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County, 4 of 17 in McLean County (Very, very short service shown here), 4 of 12 in Tazewell County and, in Rock Island County, 8 of the 14 attorneys have hire dates of 1995 or earlier. This indicates the comparative proportion of senior, experienced attorneys in each Office.

<sup>11</sup> This may be because of recent hires in Rock Island.

With respect to each such economic issue, he must determine which of the last offers of settlement more *nearly complies with the applicable factors prescribed in subsection (h) of the Act*. While those increases in the internal and external comparability groups, although generally higher than the increase proposed by the County, do not reach the level sought by the Union, the relative salary position of these States Attorneys warrants the larger increase. On the wage issue, especially considering the relative experience in the Office and the substantially lower rankings from the top of the salary schedule to the bottom, I find that the Union final offer to be the most reasonable resolution based upon all factors set forth in the Act.

The overall compensation received by employees in the Unit must be considered in evaluating the pager pay issue.

I cannot consider the annual \$12,000.00 costs of the pager benefit in isolation from the cost increases which will result from the adoption of Union's position on wages. In none of the other Rock Island County Units was it shown, that in addition to a wage increase, employees received any new benefit which had a equivalent cost.

Consequently, in these circumstances, while I find that it is the Local 150 final offer on wages which more nearly complies with the applicable factors prescribed in Subsection 14(h) of the Act, the pager pay benefit should not be added to the Contract at this time. There is no evidence that there has been any change in Pager responsibilities since at least 1993.

As discussed, Pager Pay is an *on call* issue. There is strong evidence that such coverage should be provided considering that there is no evidence that employees from any other group, internal or external, are required to be on call for a full month at a time, that some attorneys work two and/or four such assignments each year and that there is no on call compensation that some employees in external and internal Units are paid. On the other hand, considering the overall compensation received by attorneys in this Unit as a result of this Award and the fact that the sought cash compensation for carrying a pager is not provided attorneys in any other County except Peoria, it is my decision that the County position that there should be no compensation *more nearly complies with the applicable factors prescribed in subsection 14(h)* than the Union final position that there should be a \$500.00 per month compensation for such an assignment.

The Union position on the wage issue is adopted. The County final position on the pager pay issue is granted. Pager Pay shall not become a part of the Agreement.

James R. Cox  
Arbitrator

Issued this 8<sup>th</sup> day of March 2002