

**ILRB**  
**#243**

**BEFORE**  
**EDWIN H. BENN**  
**ARBITRATOR**

MAY 22 2002  
Illinois Labor  
Relations Board

**In the Matter of the Arbitration**

**between**

**COUNTY OF WINNEBAGO AND**  
**SHERIFF OF WINNEBAGO COUNTY**

**and**

**ILLINOIS FRATERNAL ORDER OF**  
**POLICE LABOR COUNCIL**

**CASE NO.:** S-MA-00-285  
Arb. Ref. 01.081  
(Interest Arbitration)

**OPINION AND AWARD**

**APPEARANCES:**

For the County/Sheriff:

Charles J. Prorok, Esq.

For the FOP:

Thomas F. Sonneborn, Esq.  
Becky S. Dragoo, Legal Assistant

Date of Award:

May 20, 2002

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## **I. BACKGROUND**

The Illinois Fraternal Order of Police Labor Council on behalf of Fraternal Order of Police Lodge No. 50 ("FOP") represents merited deputies under a collective bargaining agreement ("Agreement") with the County of Winnebago and the Winnebago County Sheriff ("County", "Winnebago County" or "Sheriff") in effect from October 1, 1997 through September 30, 2000.

The parties reached impasse on various issues for the successor Agreement. This interest arbitration followed under the terms of the Illinois Public Employee Labor Relations Act ("IPLRA").<sup>1</sup>

## **II. ISSUES IN DISPUTE**

The following issues are in dispute (FOP Brief at 13; County Brief at 1-2):

1. Wages
2. Shift Schedule
3. Health Insurance

## **III. THE STATUTORY FACTORS**

Section 14(h) of the IPLRA lists the following factors for consideration in interest arbitrations:

(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.

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<sup>1</sup> Mediation by the undersigned failed. That being the case, my cajoling role as mediator changed to that of decision maker as the interest arbitrator. The decision now must be made based upon the factors in the IPLRA and the parties' final offers as expressed in their briefs and irrespective of positions taken during mediation.

(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. COMPARABLE COUNTIES**

Because Section 14(h)4(A) of the IPLRA requires examination of “comparable communities”, the first task is to determine which counties are “comparable” to Winnebago County.

The County views McHenry, Sangamon, Peoria, Madison, Champaign and St. Clair Counties as comparable to Winnebago County. County Brief at 5.<sup>2</sup> The FOP argues that Kane, DuPage, Lake, Will and McHenry Counties are comparable to Winnebago County. FOP Brief at 42-43.<sup>3</sup> The parties therefore

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<sup>2</sup> According to the County (County Brief at 5), “[t]he Employers have submitted salary information on ten counties, DuPage, Lake, Will, Kane, McHenry, Sangamon, Peoria, Madison, Champaign, and St. Clair. (See Exhibits 7a-f) The Employers consider the last six counties to be comparable to Winnebago County based upon their populations, assessed valuation, median household income and per capita income. (See Exhibits 5a-p, 6a-c).”

<sup>3</sup> According to the FOP (FOP Brief at 43), “[m]ore valid comparisons can be made to the counties surrounding Cook, i.e. Kane, DuPage, Lake, Will and McHenry Counties provide a sufficient pool of comparables to evaluate salaries paid to Winnebago County employees.”

only agree upon McHenry County as being comparable to Winnebago County.

While Section 14(h)(4) of IPLRA requires consideration of “comparable communities”, it gives absolutely *no* clue on how to determine whether two communities are “comparable”. Given that lack of assistance from the statute, over the years I have used a process of taking the communities agreed upon by the parties as comparable and comparing that set of communities to the disputed communities in relevant factors raised by the parties.<sup>4</sup>

Taking factors and data presented to me by the parties, the following is known about the agreed upon and contested counties (County Exhs. 5, 6; County Brief at 5; FOP Brief at 43-45):

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<sup>4</sup> See generally, my article “A Practical Approach to Selecting Comparable Communities in Interest Arbitration Under the Illinois Public Labor Relations Act”, Illinois Public Employee Relations Report, Vol. 15 (Chicago-Kent College of Law, 1998) and cases cited therein. See also, my recent award in *Will County/Will County Sheriff and Metropolitan Alliance of Police*, S-MA-00-123 (May 5, 2002).

Winnebago County and Winnebago County Sheriff/FOP

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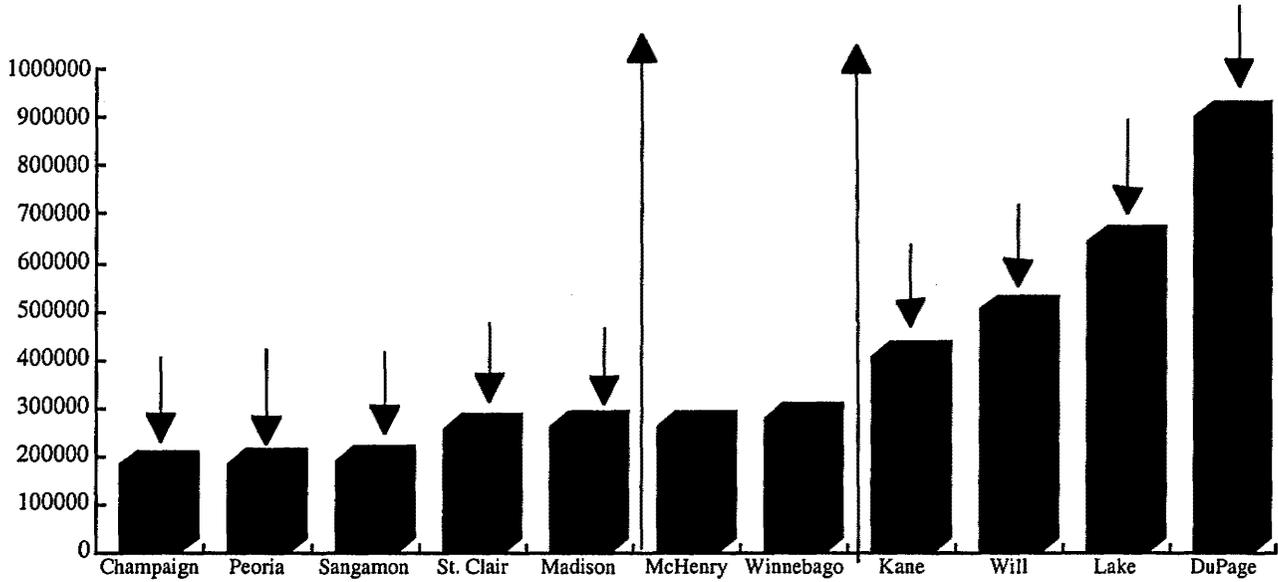
County	Pop.	Pers. Per Square Mile	Retail Sales (\$1000)	Median Hshld. Inc.	Per Cap. Inc.	Share Of Rev. From State (\$mil)	Assess. Val. (\$bil)	Federal Funds And Grants (\$1000)	Geog. Dist. And Proxim. To Cook County <sup>5</sup>
Winnebago	278,418	541	2,754,452	41,004	26,522	17.3	3.1	943,002	0*
DuPage	904,161	2,707	12,825,281	68,825	44,793	80.3	23.7	2,301,570	60*
Lake	644,356	1,438	8,562,339	63,354	45,341	35.3	16.8	2,776,529	73*
Will	502,266	600	3,286,191	54,061	26,483	27.8	9.5	980,359	96*
Kane	404,119	777	3,116,605	53,337	28,024	19.6	7.3	1,290,257	50*
McHenry	260,077	431	2,034,623	59,162	32,090	16.2	5.4	506,761	35*
Sangamon	188,951	217	1,991,949	40,851	28,121	13.2	2.5	2,412,362	195
Peoria	183,433	296	1,847,369	39,579	28,501	19.1	2.1	902,801	136
Madison	258,941	357	2,057,045	39,405	25,297	14.4	2.6	1,101,673	270
Champaign	179,669	180	1,556,747	38,245	25,233	13.9	2.1	772,710	186
St. Clair	256,082	386	2,048,477	35,439	23,400	15.0	2.1	1,653,366	296

Examining the data as charts (contested counties indicated by downward pointing arrows) as they fall within the range of agreed upon comparables (here, formed by Winnebago and McHenry counties represented by upward pointing arrows) yields the following:

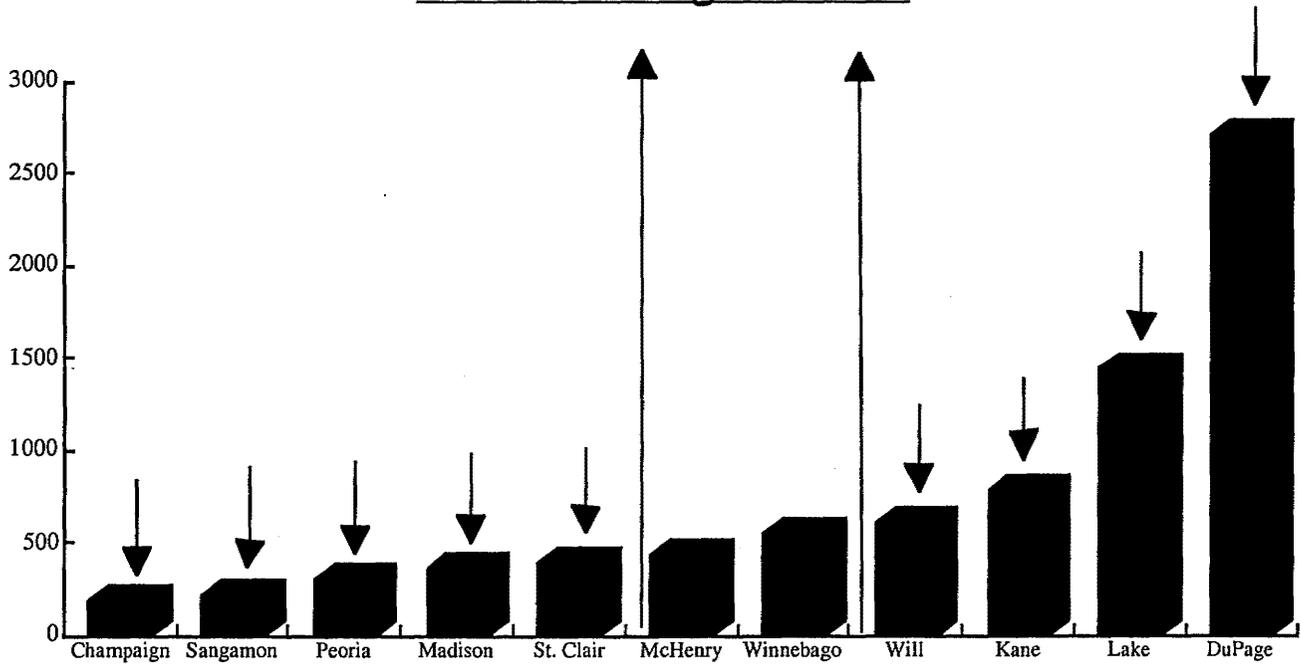
<sup>5</sup> With respect to geographic distances raised by the FOP, the focus of the FOP's comparability argument is on whether a contested county borders Cook County. FOP Brief at 41-44. The FOP looks to this type of analysis because it believes that the counties bordering Cook County are most likely to be the ones in competition for the services of the deputies as opposed to the downstate counties selected by the County. FOP Brief at 44. That is a reasonable factor for consideration. However, in addition to whether a contested county borders Cook County, I have also considered the geographic distance of a contested county from Winnebago County. Mileage has been measured between county seats: Winnebago (Rockford); Lake (Waukegan); DuPage (Wheaton); Will (Joliet); Kane (Geneva); McHenry (Woodstock); Sangamon (Springfield); Peoria (Peoria) Madison (Edwardsville); Champaign (Urbana) and St. Clair (Belleville). By also looking at distances from Winnebago County, the likely competition component for the deputies' services is considered as the FOP requests as is the geographic relationship to the county involved in this dispute.

Because of the lack of guidance from the statute for which factors to consider for comparability determinations and because the other factors raised by the County in its evidence (population, persons per square mile, retail sales, median household income, per capita income, share of revenue from the State, assessed valuation and federal funds and grants) are also reasonable factors for consideration in determining comparability, the geographic factor is not the *only* factor for consideration. Geography is a factor that can be considered — not the *only* factor.

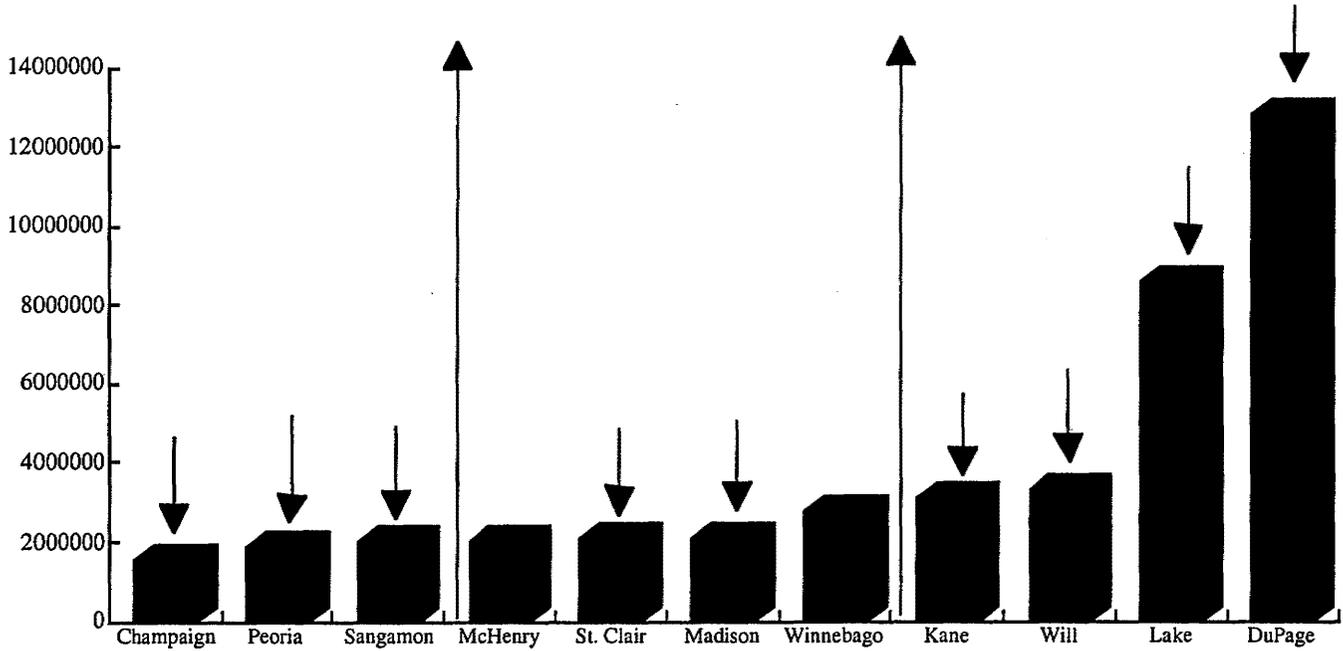
**POPULATION**



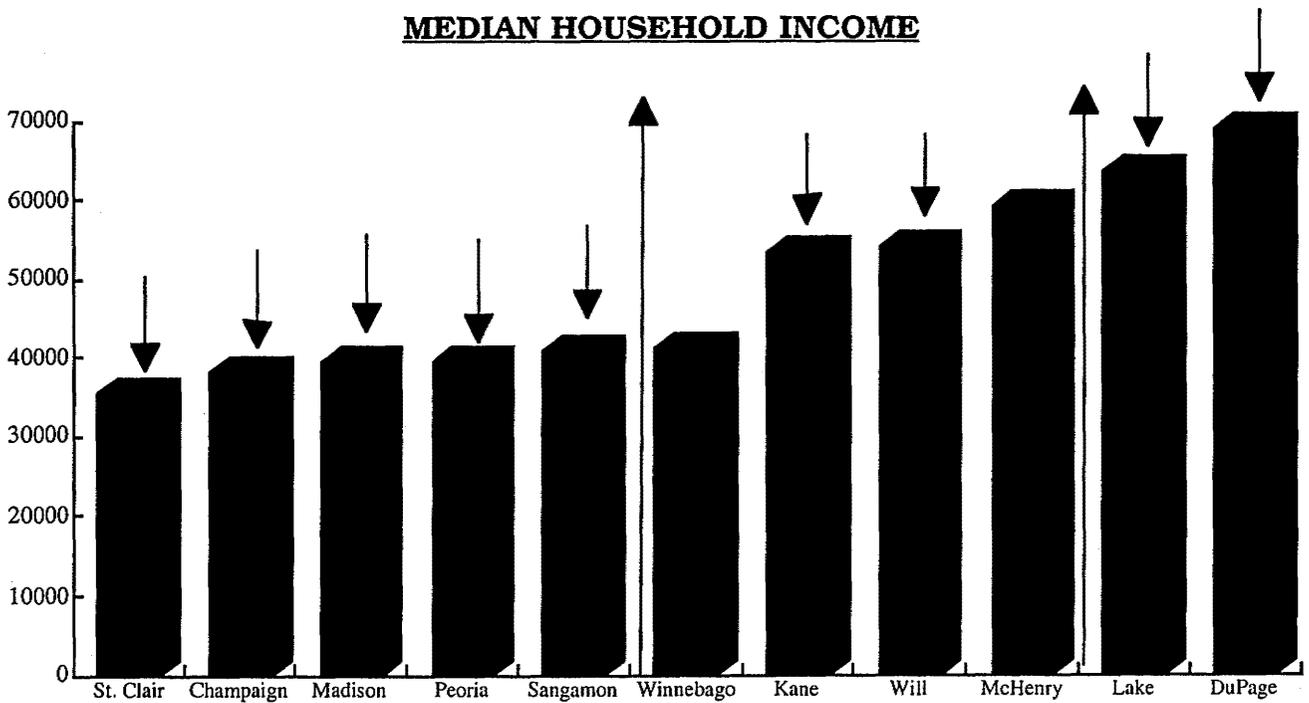
**PERSONS PER SQUARE MILE**



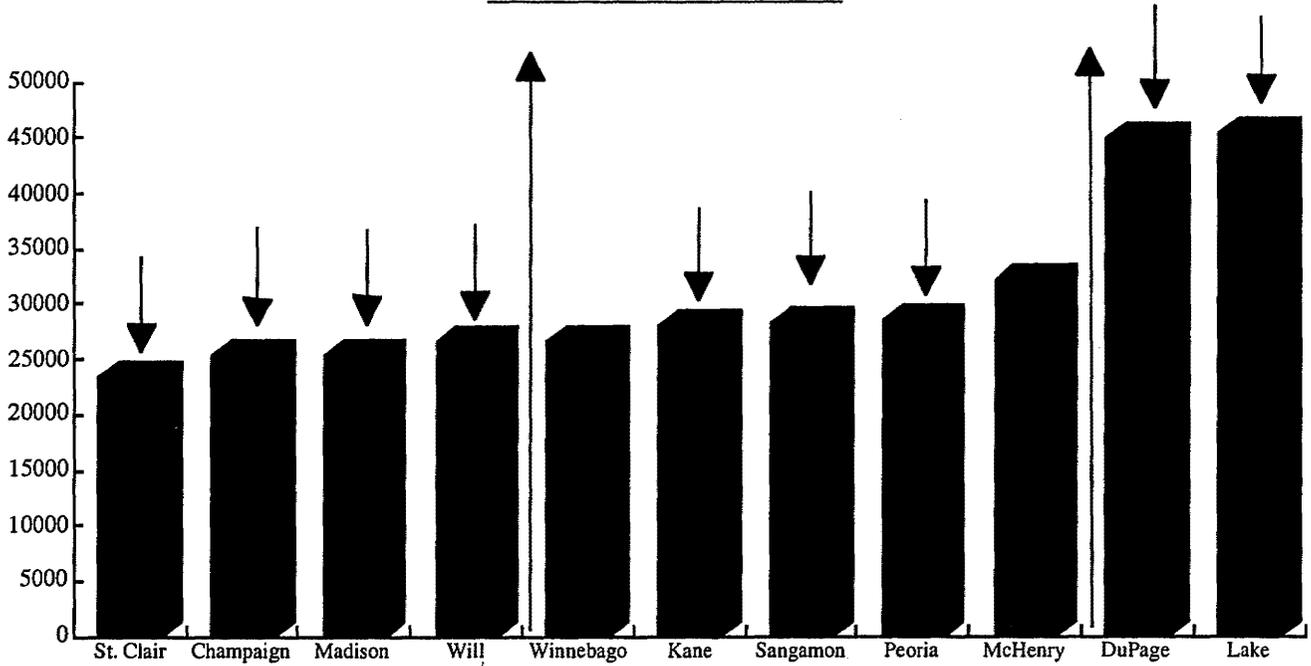
**RETAIL SALES (\$1000)**



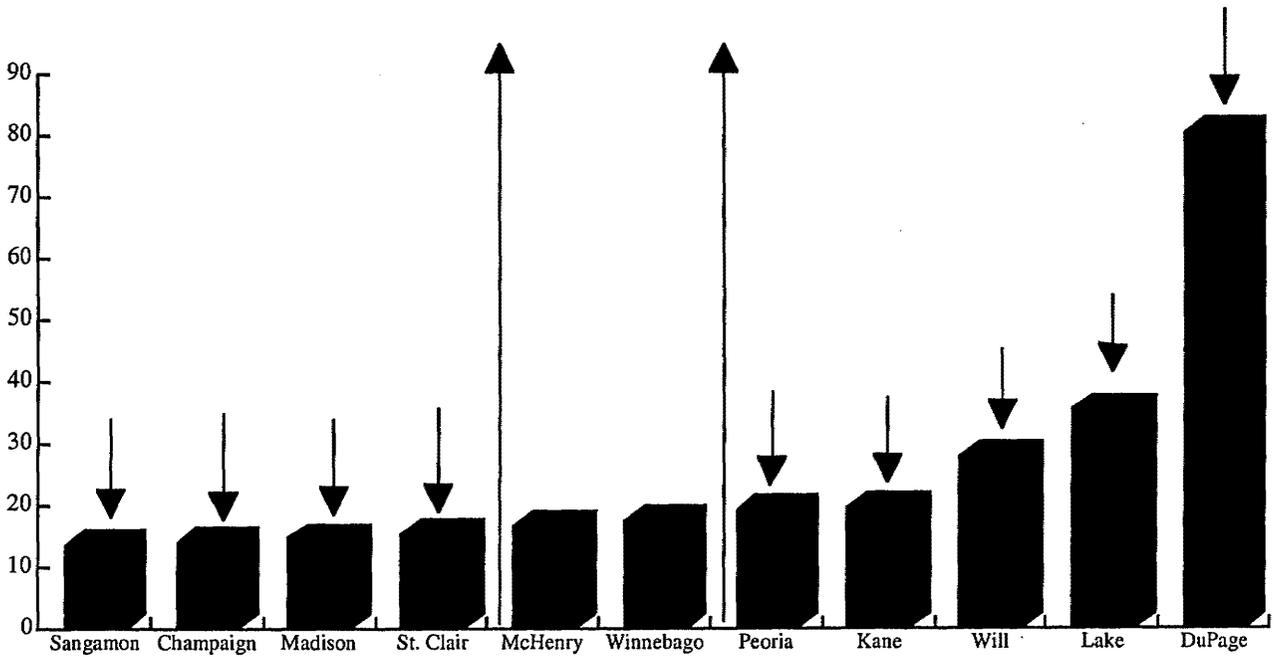
**MEDIAN HOUSEHOLD INCOME**



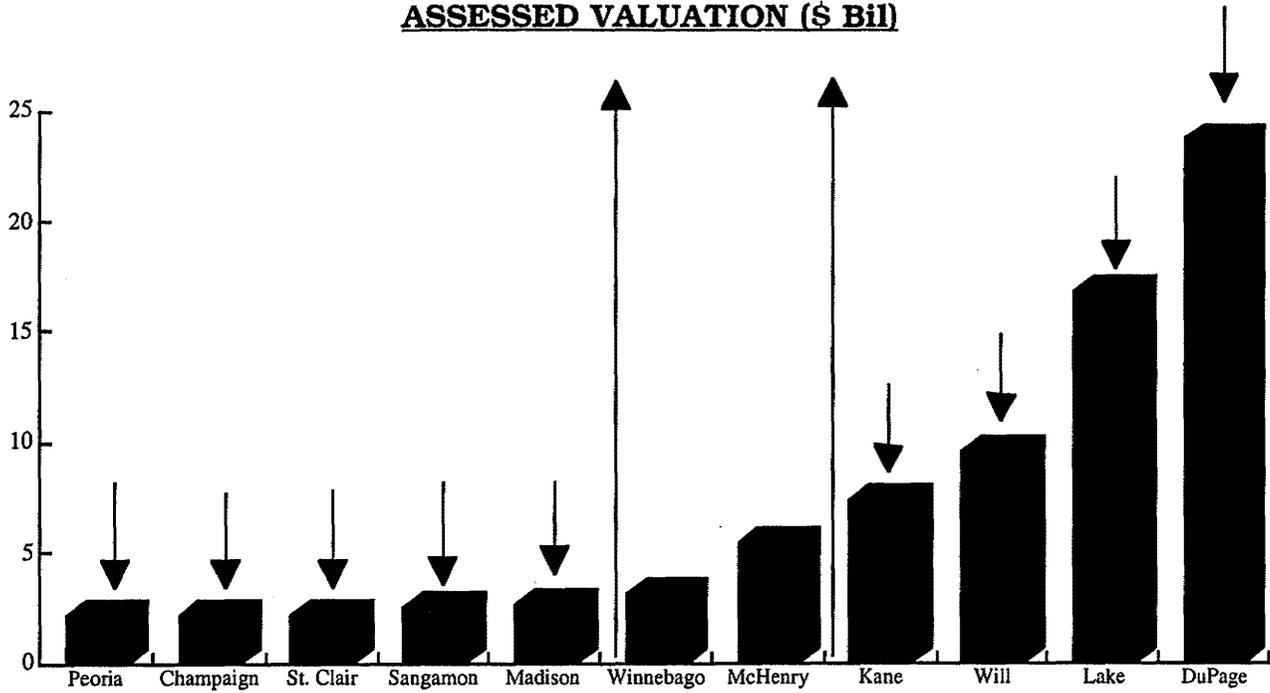
**PER CAPITA INCOME**



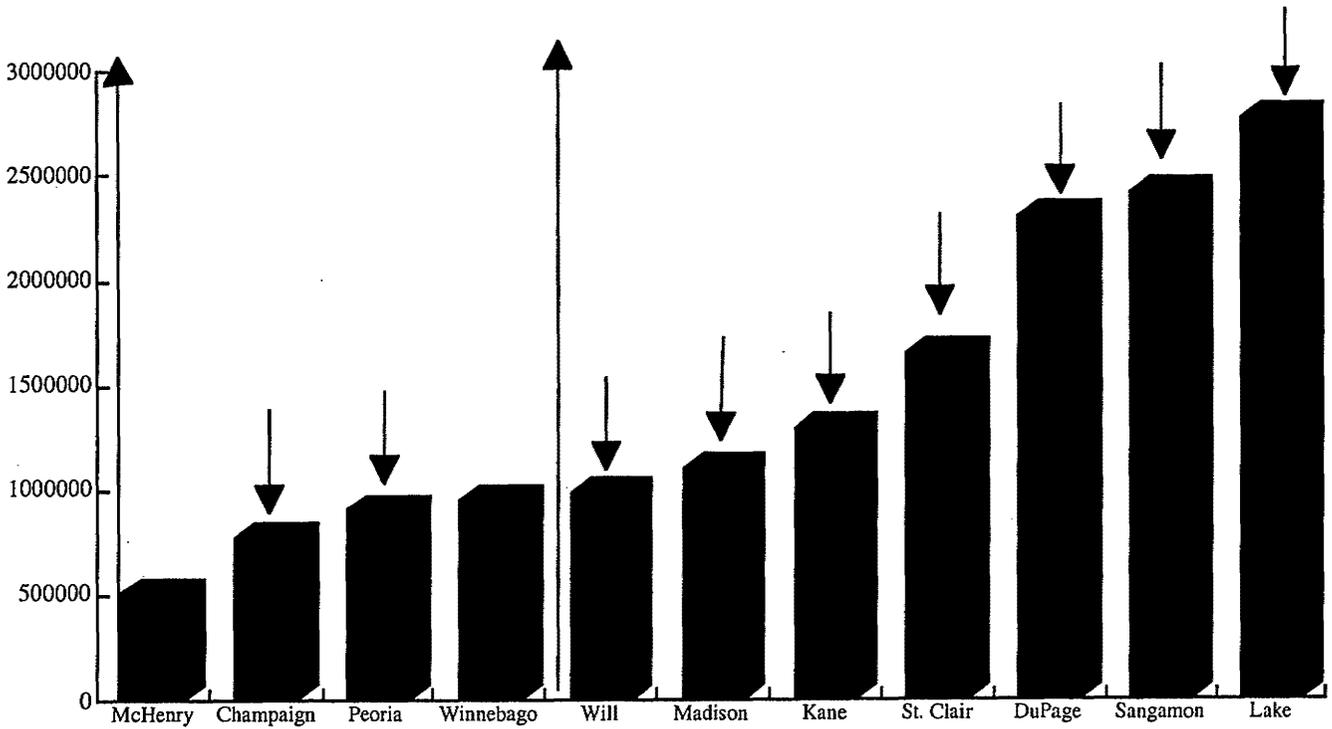
**SHARE OF REVENUE FROM STATE (\$ Mil)**



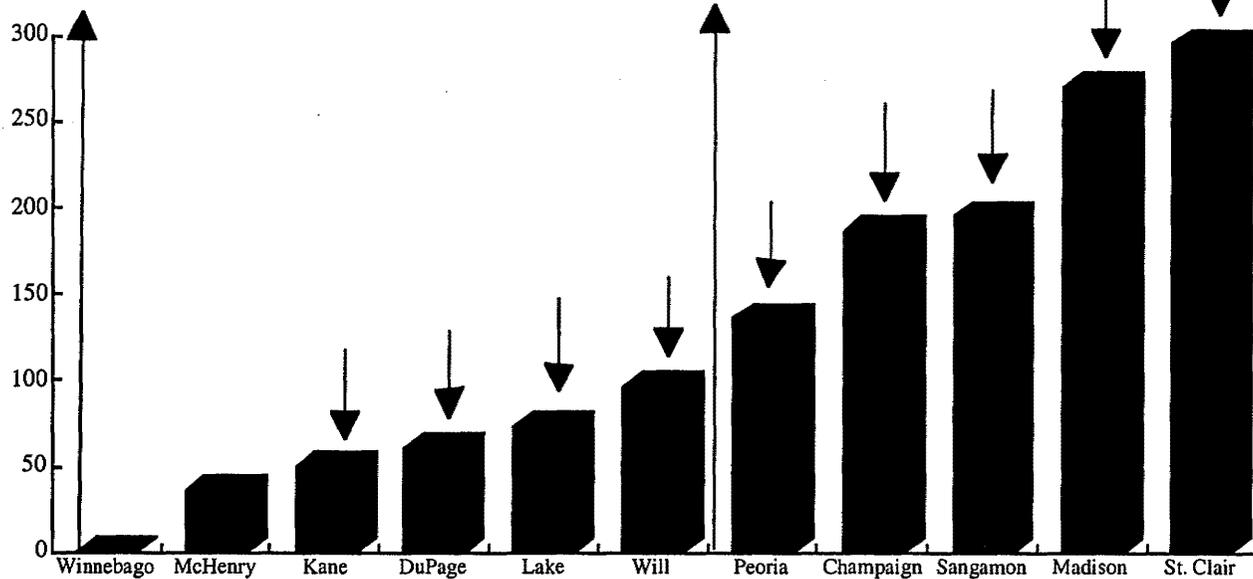
**ASSESSED VALUATION (\$ Bil)**



**FEDERAL FUNDS AND GRANTS (\$1000)**



**GEOGRAPHIC PROXIMITY TO COOK COUNTY  
AND DISTANCE FROM WINNEBAGO COUNTY**



Several points are made:

First, again going back to the method of analysis, Section 14(h)(2) of the Act provides that I consider “stipulations of the parties”. In this context, the parties have agreed upon a range of comparable counties — albeit a small range, but, nevertheless a range. The parties agree that McHenry County is comparable to Winnebago County. Therefore, under this analysis, it is fair to conclude that another county which falls into that range for a given factor will be comparable to Winnebago County for that factor.

Second, with respect to the kinds of factors I should consider for making the comparisons, I have taken those factors raised by the parties in the exhibits and briefs — *i.e.*, population, persons per square mile, retail sales, median household income, per capita income, share of revenue from the State, assessed valuation, federal funds and grants and geographic proximity to Cook

County. See County Exhs. 5, 6; County Brief at 5; FOP Brief at 43-45. If a contested county falls within the range established by McHenry and Winnebago Counties or is sufficiently close to that range and does so a sufficient number of times, then it is reasonable to conclude that county is also comparable to Winnebago County.

The FOP argues (FOP Brief at 43) "... that geographic proximity is an important consideration in developing comparables."<sup>6</sup> In its evidence, the County offers the other factors for consideration (*i.e.*, population, persons per square mile, retail sales, median household income, per capita income, share of revenue from the State, assessed valuation, federal funds and grants). See County Exhs. 5, 6. But again, the statute says absolutely nothing about what factors are to be used for comparability determinations. Again, the Act just says in Section 14(h)(4)(A) that I am to consider "comparable communities" without even suggesting what "comparable communities" might be. I am therefore left to using factors which are reasonable. I find that the factors listed in the charts as offered by the parties are reasonable for determining comparability in this case. There may be more factors that could be considered — but, the parties have not argued about those. I will therefore use the factors listed in the charts as presented by the parties. Both sides have therefore received the benefit of the doubt.

Third, again getting back to the method of analysis. While tables and charts are utilized, this is not a rigid process. I am only looking to organize the wealth of data that has been presented. Under this analysis, a county that is not within the specific range established by the agreed upon comparables of

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<sup>6</sup> See note 5, *supra*.

Winnebago and McHenry Counties for a given factor can still be considered comparable for that factor if it is sufficiently close to the range.<sup>7</sup>

Putting all of the above together yields the following (an "X" means that the county fell within the range of Winnebago and McHenry and an "O" means that although it did not fall within the range established by Winnebago and McHenry, it was sufficiently close to that range):

County	Pop.	Pers. Per Square Mile	Retail Sales (\$1000)	Median Hsehd. Inc.	Per Cap. Inc.	Share Of Rev. From State (\$mil)	Assess. Val. (\$bil)	Federal Funds And Grants (\$1000)	Geog. Dist. And Proxim. To Cook County	Total
Winnebago	X	X	X	X	X	X	X	X	X	9
DuPage									X	1
Lake									X	1
Will				X	O			O	X	4
Kane				X	X				X	3
McHenry	X	X	X	X	X	X	X	X	X	9
Sangamon			O	O	X					3
Peoria				O	X			X		3
Madison	O		X	O	O					4
Champaign					O			X		2
St. Clair	O		X							2

From this analysis, the conclusion appears evident. Aside from the agreed upon comparable of McHenry, there are no other comparable counties to Winnebago. The counties with the most contacts with the agreed upon range formed by Winnebago and McHenry (either falling within the range or being sufficiently close to that range) are Will and Madison — and they have contact with the agreed upon range in less than half of the categories (i.e., 4 of 9). The rest have less.

<sup>7</sup> In this case, for determining whether a county which falls outside the range formed by Winnebago and McHenry Counties is nevertheless sufficiently close to that range, I have considered a county sufficiently close to the range for a given factor if it falls within 5% of either McHenry or Winnebago — a figure that I believe is reasonable.

The FOP's observation (FOP Brief at 42) that "... Winnebago County [has] always been somewhat more problematic to 'comp'" is borne out by the data and this analysis. I have given both sides the benefit of all doubt. I have considered and factored in everything they argued. However, in the end and as agreed by the parties, only McHenry County is comparable to Winnebago County.

The comparisons will be made accordingly.<sup>8</sup>

#### **V. RESOLUTION OF THE ISSUES IN DISPUTE**

Turning to the issues in dispute, the following resolutions are made:

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<sup>8</sup> Given that when parties go to interest arbitration they put their economic fate in the hands of a stranger and further given that because of the statutory factor for comparability, the results of these awards not only affect the parties to the dispute, but other parties in the same and different communities (and ultimately the taxpayer), these awards are very closely watched. Arbitrators (hopefully this one) do their best to be consistent. The arbitrator's nightmare is to be confronted with two of his/her awards to find that they come to opposite conclusions.

It therefore does not escape me (as it will not escape others who so closely watch these awards) that in my recent decision in *Will County/Will County Sheriff and Metropolitan Alliance of Police*, S-MA-00-123, *supra*, in making the comparability analysis I considered Will and Winnebago Counties as comparable. *Id.* at 4-9. Here, however, I have found that Will and Winnebago Counties are *not* comparable.

The difference between the *Will County* and this case is simple. In *Will County*, the parties *stipulated* that Will and Winnebago Counties are comparable. *Will County, supra* at 4 [emphasis added]:

The County views the counties of Lake, DuPage, Kane, Peoria, *Winnebago* and Kendall as comparable to Will County. County Brief at 3. The Union argues that Lake, DuPage, Kane, *Winnebago* and Sangamon counties are comparable to Will County. Union Brief at 4-5. The parties therefore disagree on whether Kendall, Peoria and Sangamon Counties are comparable to Will County.

Because Section 14(h)(2) of the Act provides that I consider "stipulations of the parties" and because the parties in *Will County* agreed that Winnebago and Will Counties *are* comparable, I was therefore required in *Will County* to consider that comparability stipulation. In this case, the parties have *not* agreed that Winnebago and Will Counties are comparable. Therefore, this is not a case where I have made a determination inconsistent with another award I have issued. This is a case where the parties have disagreed with a stipulation entered into by parties in another case. It is not my function to reject stipulations entered into by parties, particularly when the Act gives absolutely no guidance as to how to define a "comparable". It is also not my function to make certain that my decisions are consistent with stipulations made by parties in other cases. Nor are the parties in this case bound by stipulations made by parties in other cases. For whatever reasons, in structuring their arguments the parties in *Will County* agreed that Winnebago and Will Counties are comparable. Here, the parties did not. Notwithstanding the *stipulation* of the parties in *Will County*, the factors litigated in this case show that Winnebago and Will Counties are *not* comparable. Therefore, because *Will County* involved a stipulation and because I am statutorily required to consider the parties' stipulations, this is not a case where an arbitrator has *decided* the same issue and reached opposite conclusions.

**1. Wages**

The FOP seeks 5% wage increases in both years. FOP Brief at 46, 51.<sup>9</sup> The County urges imposition of increases of 4% and 3.75%. County Brief at 1-7.

For external comparability and because of the analysis discussed above at IV, the wage comparisons must be made with McHenry County. For purpose of this discussion and to give the County the benefit of the doubt, the County's wage data will be utilized.

Based upon the hourly wage rates utilized by the County in its analysis, comparing the deputies in Winnebago to McHenry yields the following (County Exhs. 7(a) and 17(a) at Appendix C-2 (The McHenry contract)):

	Start	5 yrs.	10 yrs.	15 yrs.	20 yrs.
McHenry (12/99 - 11/00)	15.52	19.90	23.29	24.08	24.87
County (effective 12/00)	14.57	18.75	19.04	20.18	20.56
County Offer (4%)	15.15	19.50	19.80	20.99	21.38
FOP Offer (5%)	15.30	19.69	19.99	21.19	21.59
County Diff. From McHenry	.37	.40	3.49	3.09	3.49
FOP Diff. From McHenry	.22	.21	3.30	2.89	3.28

To determine how the parties' offers fare with the external comparable McHenry and based on the data offered by the County, I really need go no further than the above to find that external comparability favors the FOP's offer.

First, the County's offer of 4% effective December, 2000 keeps the deputies substantially below what McHenry was paying commencing *one year earlier* in December, 1999 — by as much as \$3.49 per hour in the 10 and 20 year categories. Even the FOP's offer results in payments significantly below the McHenry wages from one year earlier.

<sup>9</sup> See FOP Brief at 46 ("... [C]onsistent with the statutory design of interest arbitration under Illinois' IPLRA, the pressure to make its proposal the more reasonable and most closely aligned with the statutory factors has caused the Union to reduce its final offer to 5% in each year of the agreement.").

Second, while the McHenry wages for the same periods are not before me, if I went beyond the first year of this Agreement and if the County's offer of 3.75% in the second year is calculated in, the hourly wages earned by the Winnebago deputies will still be substantially below the 1999 wage level paid by McHenry in the 10, 15 and 20 year categories. The same conclusion is even warranted even for the FOP offer:

	Start	5 yrs.	10 yrs.	15 yrs.	20 yrs.
McHenry (12/99 - 11/00)	15.52	19.90	23.29	24.08	24.87
County (2001 - 3.75%)	15.72	20.23	20.54	21.78	22.18
FOP Offer (2001 - 5%)	16.61	20.67	20.99	22.25	22.67

The County points out (County Brief at 3-4) that longevity and step increases are also paid. The County's evidence also suggests that detectives fare better than deputies when compared to McHenry.<sup>10</sup> But, based on the other data offered by the County, the substantial disparity between the current County offer and what was paid by the external comparable McHenry in a contract period as much as two years prior to the current period, the fact that longevity and step increases are also paid and that detectives fare better would not change the conclusion for external comparability purposes for the entire unit.

Therefore, and clearly, external comparability favors the FOP's offer.

With respect to internal comparability, the County points to the AFSCME contract effective through September 30, 2002, which the County states "... provides for annual increases over the terms of the agreement ranging from 3% to 4.5%." County Exh. 11; County Brief at 6. But, given the substantial disparity exhibited by the external comparable discussion, the fact

<sup>10</sup> See County Exh. 7(f) showing that a detective with a mean average 18 years would receive \$25.10 per hour under the County's 4% proposal for 2000-2001, whereas a McHenry detective in 1999-2000 received \$24.56 per hour.

that a smaller percentage was negotiated for the AFSCME represented employees does not outweigh the differences exhibited by the external comparable.

Cost of living must also be considered. See Section 14(h)(5) of the Act. These are not inflationary times. But the analysis must return to the fact that even with the FOP's offer, the County is paying substantially below what McHenry paid *two years earlier*.

Because this is an obvious economic issue, I can only choose between the offers as presented.<sup>11</sup> What this comes down to is selecting the more reasonable wage offer. Given this discussion, the FOP's offer more nearly complies with the applicable factors in the Act.

The FOP's offer is adopted.

## **2. Shift Schedule**

Section 6.3 of the Agreement provides for an 11.5 hour workday with provision for special duty days. The FOP seeks to change that schedule to 12 hours. FOP Brief at 24-39. The County seeks to retain the *status quo*. County Brief at 1, 7-9.

According to the FOP (FOP Brief at 24-39), a 12 hour schedule had been in place since the early 1980's; approximately five years ago and during a period of bitter labor disputes, the schedules were changed by the Sheriff to 8.4 hours per day; and in 1998 the parties agreed to an 11.5 hour day with a "special duty" day consisting of seven hours once each 28 day cycle which was designed to meet the Sheriff's training needs and allow the Sheriff the opportunity to train officers on a straight time basis which made up for the 1/2 hour lost each day. The FOP claims to have made a number of proposals to the Sheriff

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<sup>11</sup> See Section 14(g) of the IPLRA ("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 presented in subsection (h)" [emphasis added]).

to permit training opportunities with a 12 hour day, which were rejected. The FOP (FOP Brief at 37-39) now makes those kinds of abilities part of its proposal. The FOP (FOP Brief at 29-30, 33) attributes the Sheriff's unwillingness to return to a 12 hour day because of a prior public statement by the Sheriff that he would "never" return to a 12 hour day.

The County (County Brief at 7) points out that the current 11.5 hour workday made its way into the recent Agreement through negotiation. The County argues (County Brief at 8) that the 11.5 hour schedule gives relief from overtime requirements that would come from a 12 hour day for training or other deployment as a result of the seven hour day provided during each 28 day cycle.

The FOP seeks to change the *status quo*. The burden is therefore on the FOP to justify that change. The FOP cannot meet that burden.

External comparability does not help the FOP. McHenry is on an 8.5 hour schedule and not an 11.5 hour schedule as the FOP seeks. County Exh. 17(a) at Article XXIII, Section 3(a) ("All employees in the patrol division shall normally work an eight and one-half (8/1/2) hour shift.").

Internal comparability is also not a help to the FOP. The AFSCME unit has a smorgasbord of shift hours. County Exh. 11 at Article XI, Section 11.1 ("The normal work day(s) shall consist of 7-1/2, 8, 8.4, 10 or 12 consecutive hours ..."). While some AFSCME employees may work a 12 hour day, there is no consistent provision in that unit for the 12 hour day sought by the FOP.

But the parties negotiated the 11.5 hour provision in the Agreement. The FOP may not now like that provision and perhaps anticipated eventually getting back to the 12 hour schedule. However, the fact remains that the provision came about through negotiations. Given the lack of comparability support for the FOP's position and no real reason for me to conclude that the 11.5

hour system is "broke" and in need of "repair", I cannot change the parties' previous agreement.

The County's offer is adopted.

### **3. Health Insurance**

The County seeks increases in maximum annual costs and deductibles and changes for prescription drug costs. County Brief at 1-2, 9-11. The County's proposal is the same insurance coverage negotiated with the AFSCME unit. County Brief at 9-10; County Exh. 11 at Article XII, Section 12.3.

In its proposal, the County seeks to increase single coverage to \$585 retroactive to January 1, 2001 and to \$675 effective January 1, 2002. For dependent coverage, the County seeks increases to \$1,456 and \$1,534 with the same effective dates. The County also proposes to increase the deductible for medical services other than prescription drugs to \$250 for single coverage and \$250 per person with a maximum of \$750 per family for dependent coverage. The County further proposes a maximum out of pocket of \$750 per person. Finally, with respect to prescription drugs, the County proposes a modified schedule of co-pays. County Brief at 2.

The FOP proposes maximum caps on employee premium contributions of 5% each year; PPO increases to \$225 for single and \$225 per dependent (to a maximum of three); and a schedule of prescription co-pays. FOP Brief at 22-23.

According to the County (County Brief at 9), "[t]hese increases are necessitated by rising health costs." Further, according to the County (*id.*), "[t]he cost of providing health and dental insurance has exceeded the current maximums for both single and dependent coverage." The County's data support that conclusion (County Exh. 22) showing increases of 17% and 55.3% for HMO - Rockford Health Systems for medical and prescription coverage; and

13.8%, 11.7% and 10.5% for the self insured plan (R-Care and ECHO) for medical, dental and prescription coverage.

Internal comparability favors the County's offer. The County's proposal mirrors that negotiated with the AFSCME unit. County Brief at 9-10; County Exh. 11 at Article XII, Section 12.3.

With respect to external comparability, the County correctly observes (County Brief at 10), "[c]omparing the Winnebago County health and dental plans with the comparable counties is difficult to do." The differences in coverages, payments, benefit levels and plans offered make "apples to apples" comparisons difficult.

However, taking into account the proposed offers, the evidence does show the following (County Exhs. 8, 18(i); County Brief at 1-2, 9-11; FOP Brief at 22-23):

		Single	Single +1	Family	Deductible	Max. Out Of Pocket
<b>County</b>	1/1/01	\$585		\$1,456		
	1/1/02	\$675		\$1,534		
					\$250 (sing.-1/02))	\$750 (pers.)
					\$250/\$750 (pers/ fam.-1/02))	
<b>FOP</b>	HMO (1/1/01)	\$364		\$1,095		
	PPO (1/1/01)	\$519		\$1,447		
	HMO (1/1/02)	\$382		\$1,150		
	PPO (1/1/02)	\$545		\$1,519		
					\$225 (sing.)	
					\$225 (depend. to max. of 3)	
<b>McHenry</b>						
	HMO	\$244	\$611	\$899		
	PPO	\$413	\$1,563	\$2,023		
					\$150 (pers)	
						\$800 (sing.)
						\$2,000 (fam.)

The external comparison is not definitive. Aside from potential differences in coverages and plans, the periods covered are not identical (the data on McHenry is from December, 2000 to November, 2001 — County Exh. 8) while

the period covered by the offers here is from 2001-2002. Moreover, the amounts of payments and deductibles appear mixed. Individual coverage is less costly to the employee in McHenry, but family coverage is higher for PPO. Further, the maximum out of pocket expense is more costly to the employee in McHenry. External comparability therefore favors neither offer.

Internal comparability, the lack of a definitive result from external comparability and the County's need to cover substantial increased costs drive the decision on this issue. The County's offer is the more reasonable.

The County's offer is adopted.

#### **VI. CONCLUSION AND AWARD**

On the disputed issues, the following offers are adopted:

1. Wages - FOP's offer.
2. Shift schedule - County's offer.
3. Health Insurance - County's offer.



Edwin H. Benn  
Arbitrator

Dated: May 20, 2002

