**ILLINOIS LABOR RELATIONS BOARD**
**INTEREST ARBITRATION**

Before
**PETER R. MEYERS**
Arbitrator

| In the Matter of the Interest Arbitration Between:<br><br>**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL,**<br><br>Union,<br>And<br><br>**COUNTY OF JEFFERSON & JEFFERSON COUNTY SHERIFF,**<br><br>Employer. | ILRB Case No. **S-MA-06-030** |
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**DECISION AND AWARD**

**Appearances on behalf of the Union**

Thomas F. Sonneborn—General Counsel
Mark Russillo—Field Representative
Becky Dragoo—Field Supervisor
Bill Mehrtens—Field Representative
Jim Marler—Deputy Sheriff
Janet Fryar—Telecommunicator
John Jordan—Detective
Curtis Anselment—Detective
John Kemp—Detective Captain

**Appearances on behalf of the Employer**

Bruce R. Lillie—Representative
Harold Emling—Auditor
Dexter Edmison—Jefferson County Board Chairman, Services Comm.
Ted Buck—County Board Chairman
Fred Edwards—County Board Chairman, Fiscal Comm.

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**Appearances on behalf of the Employer** (Continued.)

Suzy Tate—Administrative Assistant
Roger Mulch—Sheriff
Steve Draege--Mayor

This matter came to be heard before Arbitrator Peter R. Meyers on the 31st day of August 2006, at the County Courthouse located at 100 South 10th Street, Mt. Vernon, Illinois. Mr. Thomas F. Sonneborn presented on behalf of the Union, and Mr. Bruce R. Lillie presented on behalf of the Employer. The parties filed their post-hearing briefs on or about November 1, 2006.

## Introduction

In 2005, the County of Jefferson, Illinois, and the Jefferson County Sheriff (hereinafter collectively referred to as "the Employer"), and the Illinois Fraternal Order of Police Labor Council (hereinafter "the Union") entered into negotiations over a collective bargaining agreement to take the place of the contract scheduled to expire on November 30, 2005. Although the parties were able to resolve most matters, there nevertheless are unresolved issues remaining between them.

Pursuant to the Illinois Labor Relations Act, 5 ILCS 315/1 *et seq.*, this matter was submitted for Compulsory Interest Arbitration and came to be heard by Neutral Arbitrator Peter R. Meyers on August 31, 2006, in Mount Vernon, Illinois. By on or about November 1, 2006, the parties submitted written, post-hearing briefs in support of their respective positions on the issues remaining in dispute.

## Relevant Statutory Provisions

**ILLINOIS PUBLIC LABOR RELATIONS ACT**
**5 ILCS 315/1 et seq.**

**Section 14(h)** Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, 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) Comparisons 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 the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

**Issues Submitted for Arbitration**

The following economic issues remain in dispute between the parties:

1. Wages; and
2. Health Care Premium Sharing.

The following non-economic issues remain in dispute between the parties:

1. Shift Bidding for Dispatchers.

**Discussion and Decision**

This Arbitrator has carefully reviewed the parties' final proposals as to the issues that remain unresolved between them, as well as their submissions in support of their

respective positions. Of the issues to be resolved here, two are economic in nature, meaning that this Arbitrator must select either the Employer's final offer or the Union's final offer as the resolution for each of these issues. Under Section 14(g) of the Act, this Arbitrator is without authority to fashion an award different from the parties' final offers as to the economic issues. The third remaining issue in dispute, shift bidding for dispatchers, is non-economic in nature, so this Arbitrator may select either of the parties' final offers as to this issue or fashion a resolution of his own.

The evidentiary record reveals that Jefferson County, located in southern Illinois, is governed by a fifteen-member elected board. The Union's bargaining unit within the Jefferson County Sheriff's Department consists of the Department's deputies, captains, and telecommunicators; currently, there are about twenty-one deputies and five telecommunicators within the bargaining unit. The parties' most recent collective bargaining agreement was in effect from December 1, 2002, to November 30, 2005.

The parties have been involved in two previous interest arbitrations, with the first such proceeding taking place in 1995. In the 1995 interest arbitration proceeding, the sole issue in dispute was wages, with the Union seeking increases at each step of the pay scale and the Employer proposing a wage freeze based on its assertion of an inability to pay on the part of the County. In that 1995 case, Arbitrator Steven Briggs eventually found that the Employer could afford to pay the salary increase sought by the Union, and he adopted the Union's proposal on wages.

In 1998, the parties again submitted unresolved issues to interest arbitration. In this second proceeding, the parties submitted six economic and one non-economic issue for resolution, but the issue of wages apparently was at the root of the impasse. The

Employer did not argue an inability to pay during this proceeding, and Arbitrator Goldstein adopted the Union's proposal on wages, citing data from externally comparable communities that showed a gap in wages between the bargaining unit's pay and the pay scales in the comparable communities.

This history emphasizes the importance to this proceeding of several of the criteria set forth in Section 14(h) of the Illinois Public Labor Relations Act, 5 ILCS 315/14(h) (hereinafter "the Act"), for evaluating final proposals in proceedings such as this one. Not all of the listed statutory factors will apply to this matter with equal weight and relevance; one or more of the factors, in fact, may not apply here at all. The proper first step in analyzing the impasse issues in dispute, therefore, is to determine which of the statutory factors are relevant and applicable to the instant proceeding.

As previously noted, the Employer has raised one of the statutory criteria, its lack of ability to pay, in support of its final proposal on wages. The parties are in dispute as to whether and how this particular factor applies to the issues in dispute, with the Union asserting that the Employer has failed to satisfactorily establish that it cannot afford any increase in bargaining unit wages. A more complete discussion of this particular factor's impact on the economic issues is set forth below, as part of the specific analysis of the individual economic issues presented for resolution.

One statutory factor that often plays an important role in interest arbitrations, and it does so here, is the comparison of employment data from this bargaining unit to employment data from comparable external communities, as well as a similar comparison with internal comparables in the form of other bargaining units of County employees. The selection of appropriate comparable external communities obviously is critical. In

this particular case, the parties appear to be in agreement as to the identification of appropriate comparable communities. Both sides have pointed to the five counties adopted as external comparables in their two prior interest arbitrations – Clinton County, Effingham County, Franklin County, Marion County, and Randolph County. The evidentiary record contains a substantial amount of demographic data on these five counties, including information on population, median family income, per capita income, number of housing units, median home values, equalized assessed valuation, general fund balances, public safety expenditures, jail capacity, and crime data.

The demographic data supports confirmation of these five counties as appropriate externally comparable communities for purposes of this proceeding. The five proposed comparables are within the same geographic region of Illinois as is Jefferson County. Jefferson County generally falls within the data ranges established by the information from the five proposed comparable communities in these different categories, with a few notable exceptions. Jefferson County's public safety expenditures are at the top of the comparable data range for this category. One explanation for this is that Jefferson County has a larger number of full-time employees working in public safety jobs than do any of the proposed comparables. Jefferson County also has a much larger jail capacity than the proposed comparables, although its average daily jail population falls within the comparable data range for this category. As for the crime data, it appears that serious, violent crime has been increasing in Jefferson County, putting Jefferson County near the top of the range in this important category. Based on all of the demographic data in the record, this Arbitrator finds that the five proposed comparable communities are, in fact, appropriate externally comparable communities for purposes of this proceeding.

With regard to internal comparisons, the evidentiary record includes collective bargaining agreements between Jefferson County and other unions representing certain public employees working for various offices and agencies of Jefferson County. These include the Circuit Court of the Second Judicial Circuit of Jefferson County, the Public Defender of Jefferson County, the Jefferson County Clerk and Recorder of Deeds, the Jefferson County Treasurer and Collector, the Jefferson County Sheriff, the Jefferson County State's Attorney, the Jefferson County Supervisor of Assessments, Jefferson County Animal Control, the Jefferson County Highway Department, and the Jefferson County Circuit Clerk.

The other statutory factors that are particularly important to this proceeding are the interests and welfare of the public, the overall compensation that the employees currently receive, and the impact of the cost of living, also known as the consumer price index. The relevant statutory factors together provide a framework for the analysis of the parties' competing proposals on the impasse issues that remain in dispute. This Arbitrator now moves on to a focused analysis of each of the remaining issues in dispute, in light of the relevant statutory factors, the evidence in the record, and the parties' arguments in support of their respective proposals.

**1. Wages**

The Union's final offer on the issue of wages is as follows:

1) 0% increase effective December 1, 2005
2) 4% increase effective December 1, 2006
3) 4% increase effective December 1, 2007

In the event the award is issued after the effective date of any of the

foregoing increases, the Employer shall pay retroactive pay by separate check to all employees employed during the relevant period within forty-five (45) days of the issuance of the award.

The Employer's final offer on the issue of wages is as follows:

A wage freeze, with no annual percentage wage increases during the term of the collective bargaining agreement.

The parties have a lengthy history of disputes over the issue of wages. In each of the parties' two previous interest arbitration proceedings, the key, or even the sole, issue to be resolved centered on wages. As previously noted, the Employer has argued that it is unable to pay increased wages during the term of the parties' new contract, while the Union has disputed this claim of inability to pay.

In support of its assertion of an inability to pay, the Employer has submitted projections on the cost of operating its new jail; these projections extend from Fiscal Year 2006 (which includes actual income and expense figures for the first six months) through Fiscal Year 2013. According to the Employer's projections, the cost of operating its jail will continue to exceed whatever income is derived from these operations during each year of its analysis. Moreover, the Employer's projections show that the net loss from the operation of the jail will increase every year.

Such economic projections are often inaccurate and unreliable because they largely are based on assumption and conjecture. There is no sound way to accurately predict the state of the economy in the next fiscal year, much less in a fiscal year some seven years in the future, and there is no way to accurately determine the Employer's annual expenses and revenues at any point in the future. Essentially, such projections are "best guesses," and little more.

In this particular case, however, the Employer's Jail Cost Analysis suffers from other problems, most notably unreasonable or clearly incorrect assumptions. As this Arbitrator pointed out during the hearing in this matter, the Employer's analysis assumes no increase in employee wages, yet it reflects annual increases in FICA and Medicare payroll expenses. If wages do not change, then these federal payroll deductions also would not change. The County's expert admitted that to be the case when it was called to his attention while he was on the witness stand. The effect of the Employer's erroneous assumption that these payroll deductions would increase even though wages remain the same is that the analysis offers an incorrect and inflated projected expense level, with the error compounded for each year of the analysis. Another obvious error in the Employer's analysis is the inclusion of "Union Labor Negotiations" costs for each year of the analysis. Because each collective bargaining agreement is in effect for three years, it is evident that such an expense should not be included for each fiscal year. These are just two examples of how the "best guess" projections by the expert were of little support for the County's case.

Given the inherently unreliable nature of long-term financial projections and the specific problems with the Employer's projections in this case, the Employer's analysis of its projected jail costs for Fiscal Years 2006 – 2013 simply does not serve to establish that the Employer is unable to pay higher wages to its employees. Other evidence in the record indicates that the Employer's financial condition, while hardly perfect, actually is improving. The County Treasurer's Discussion and Analysis in the County's General Purpose Financial Statements for the year ended November 30, 2005, is particularly informative. In this Discussion and Analysis, the County Treasurer emphasizes that the

"financial outlook for Jefferson County is showing an upturn from the previous three years, due to several factors," and that the County is "looking forward to a brighter future." The County's implementation of the GASB 34 accounting standard in 2005 renders it impossible to make truly meaningful comparisons of the 2005 and 2004 financial data, but the 2005 financial statements show that the County is not on shaky ground. The 2005 financial statements show total net assets in excess of $2.7 million, with evidence that the County's overall financial position is strengthening.

The evidence relating to the Employer's financial condition and asserted inability to pay any wage increases also reveals that Jefferson County's decision to build such a large new jail is responsible for much of the Employer's financial constraints. The County's borrowing in order to finance the new jail's construction, as well as the higher operating costs and larger staffing levels inevitably associated with such a large facility, account for a significant portion of the County's deficit spending in recent years. If the County's decision to build such a large jail created temporary financial problems for the County, and the evidence indicates that it has, then the County obviously must deal with these problems. I find that it is not appropriate, however, for the County to do so on the backs of its Sheriff's Department employees by forcing them to take a freeze in pay for the next three years. Moreover, if the County's vision in deciding to build its large new jail is correct, then the initial financial constraints associated with the jail's construction and start-up costs will fade as the jail moves to operating profitability.

This Arbitrator's review of the Employer's financial statements and other economic data requires a finding that the Employer has not sufficiently established an inability to pay any increase in wages to the employees at issue in this case. The

Employer certainly cannot afford to immediately push its employees' wages to the top of the range established by the data from the external comparable communities, but the evidence shows that the Employer can afford to pay a modest wage increase as it "looks forward to a brighter future."

The Union's wage proposal does account for and attempt to accommodate the County's financial issues. By proposing that there be no wage increase in the first year of the parties' new contract, followed by relatively modest 4% annual increases in each of the final two years, the Union clearly signals its willingness to be reasonable and to accommodate the Employer as much as possible. Given the CPI data applicable to Jefferson County, it is apparent that the Union's proposed 0%-4%-4% wage increase schedule will be sufficient to allow the employees to barely keep pace with inflation during the final two years of the contract, but hardly offers these employees any sort of windfall-level wage increases.

A comparison of the impact of the parties' differing proposals in light of the wage data from the externally comparable communities also offers firm support for the Union's proposal. With the limited exception of top pay for deputy sheriffs and detective sheriffs, the Employer's wage scale historically has been lower than the average wages paid in the externally comparable communities. Moreover, the top pay figures must be analyzed carefully because employees in the externally comparable communities reach top pay levels as much as ten years earlier than do Jefferson County's employees. It is apparent to this Arbitrator that adoption of the Employer's no-increase wage proposal obviously would leave Jefferson County's employees even further behind at every step of the wage schedule for every year of the new contract. If the Union's wage proposal is adopted, the

employees' wages still will fall below the average wages of the externally comparable communities throughout the term of the new contract, although the employees will not be so far behind as under the Employer's proposal. Again, I find that the Union is not seeking any windfall breakthrough on wages.

It is important to note the tax-paying public's interest in connection with the issue of wages, another of the statutory factors that is relevant here. I find that the evidentiary record does not conclusively show that any sort of tax increase would be necessary if the Union's wage proposal were to be adopted, but tax levels are not the only thing to be considered in terms of the public's interest on this issue. It must be accepted as true that the County's ability to serve the needs of the public shall be greatly enhanced, to the public's benefit, if the County is able to attract and retain high-quality employees. One important aspect of finding and keeping high-quality employees is wages. If Jefferson County hopes to attract and retain top-notch employees, competitive wages are critical. I find that the public's interest appears to be better served by the Union's proposal on wages.

In light of the relevant evidence and statutory factors, this Arbitrator finds that the Union's proposal on the issue of wages is more appropriate. Accordingly, the Union's proposal on this issue shall be adopted, and it is set forth in the Appendix attached hereto.

**2. Health Insurance**

The Union's final offer on the issue of health insurance is to maintain the status quo, with no changes made to the current employer contribution to the costs of single coverage, and no changes made to the current deductibles paid by bargaining unit employees.

The Employer's final offer on the issue of health insurance is as follows:

> Maintain current Blue Cross/Blue Shield insurance coverage, but with the cost of the premium payable by the County being 80% of the monthly premium, and the employee paying 20% of the monthly premium.

The analysis of the parties' competing proposals on this economic issue must include consideration of the employees' overall compensation, as well as the various elements and factors associated with the wage issue discussed above. Because the Employer is seeking a change to the status quo, the Employer bears the burden of establishing a sound basis for making the proposed change to the existing contractual provision.

In light of the sky-rocketing increases in the cost of health insurance in recent years, it is entirely understandable why the Employer is proposing that its employees should contribute something toward the cost of their health insurance premiums. The Employer's proposed change would require the employees to pay twenty percent of the cost of health insurance premiums, with the Employer responsible for the remaining eighty percent. Although the evidence indicates that there is a national trend toward employees contributing to their health insurance premiums, the existence of such a trend is not enough, by itself, to provide a sufficient basis for adopting the Employer's proposal. Instead, the very terms of the Employer's proposal on the issue of health insurance premiums establish barriers to this proposal's adoption. The principal difficulty with the Employer's proposed language is that it does not establish any specifics as to the exact dollar amount that employees would have to contribute toward their insurance premiums during the term of the new collective bargaining agreement.

The Employer proposes that employees should be responsible for twenty percent

of their health insurance premiums, but it is impossible to know what those premiums actually will amount to over the course of the parties' collective bargaining agreement. Without any evidence showing what the precise cost of health insurance will be throughout the course of the new contract, the Employer essentially is asking that its employees accept a financial responsibility without knowing what the extent of that financial responsibility might be. Given the significant increases in insurance premiums that have occurred in recent years, it is reasonable to assume that these premiums will continue to increase during each year of the new contract's term, with such increases possibly outpacing any increases in the consumer price index. It is impossible, however, to calculate exactly what those premiums will be during each year of the contract. Under the Employer's proposal, the employees therefore would be responsible for paying twenty percent of some unknown, but ever increasing premium cost.

This uncertainty prevents any finding that the Employer's proposal is reasonable. If the Employer had suggested that employees assume the responsibility of paying some fixed amount of money toward the cost of their health insurance premiums, it is possible that such a proposal might have been deemed reasonable and accepted for inclusion in the parties' new collective bargaining agreement. That dollar figure could then have been measured against the wage increases over the next three years to be able to more accurately determine the exact impact that the monetary contribution to health insurance would have on the employees. By proposing that employees pay a percentage of unknown future premium costs, however, the Employer unreasonably is seeking to subject their employees to a significant degree of financial uncertainty and risk.

It certainly may be accurate to point out that the Employer faces the same or

similar risks in connection with its responsibility for the payment of employee health insurance premiums. The Employer, however, is in a far more advantageous position under the status quo than the employees would be under the Employer's proposal. Even if the Employer continues to bear all of the financial burden associated with employee health insurance premiums, the Employer has some degree of control over these costs, while the employees would have absolutely no such control under the Employer's proposal.

One example of the Employer's control over these costs is that if health insurance premiums increase too much, the Employer may seek to save money by changing providers. In fact, the evidence shows that the Employer has taken this very action in recent years. This evidence contrasts sharply with the impact of the Employer's proposed change on health insurance premiums, which would serve to lock in the employees' obligation for the entire three-year period of the new contract and without allowing the employees any means of protecting themselves against premium increases. The Employer is not in the helpless position of having to "take or leave" whatever premium increases are imposed by the current insurance provider. If the Employer's proposal on health insurance premiums is adopted, however, the employees would be placed in just such a helpless position in that they would have no control over the amount of money they would be required to contribute toward their premiums.

Another important factor here is how implementation of the Employer's proposal would impact the employees' overall compensation. Over the entire course of the parties' new contract, that twenty percent could swallow up most or all of the employees' annual wage increases. In light of the fact that the employees' wages historically have lagged

behind the wages paid in the externally comparable communities, it is not reasonable to adopt a proposal that easily could have the net effect of depressing wages even further.

A review of the treatment of health insurance premiums in the externally comparable communities also fails to support adoption of the Employer's proposal. Although employees in three of the five comparable communities do contribute toward the cost of their health insurance premiums, the exact provisions governing these employee contributions are significantly different from the language proposed here by the Employer. In Clinton County, employees pay a set amount per year toward their health insurance coverage. In Effingham and Marion Counties, employees do pay a set percentage of their premium costs, but these employee contributions are subject to a cap of a specific dollar amount that offers necessary certainty and financial protection to the employees. The Employer's proposal here includes neither a set contribution amount nor a cap on employee contributions, and the absence of these or any other form of financial protection for the employees serves to emphasize the uncertainty and risk to which this proposal subjects the employees. In the other two comparable communities, Franklin and Randolph Counties, the employers cover the entire cost of health insurance premiums, as the Employer historically has done here.

The Employer has not established that there is a reasonable basis for changing the status quo in the manner that it has proposed. Although there is nothing inherently unreasonable in requiring employees to contribute something toward the cost of their health insurance premiums, any such required contributions must be carefully crafted to balance the needs and interests of the employer with the needs and interests of the employees. The Employer's final proposal here is not acceptable because it subjects the

employees to unreasonable financial uncertainty and risk. As stated above, this Arbitrator does not have the legal authority to amend the Employer's proposal because it is an economic issue.

In light of the relevant evidence and statutory factors, this Arbitrator finds that the Union's proposal on the issue of health insurance premiums is more appropriate. Accordingly, the Union's proposal on this issue shall be adopted, and the section of the parties' collective bargaining agreement dealing with health insurance premiums shall remain unchanged.

**3. Shift Bidding for Dispatchers/Telecommunicators**

The Union's final offer on the issue of dispatcher/telecommunicator shift assignments is as follows:

> That such assignments be made by a shift bid to be conducted each six (6) months during which employees shall select their hours of work and days off by seniority. Such bidding procedure shall commence within thirty (30) calendar days of the issuance of the Arbitrator's award for shift assignments to be effective sixty (60) calendar days after the bid, unless the parties mutually agree otherwise.

The Employer's final offer on the issue of dispatcher/telecommunicator shift assignments is to maintain the status quo, with no shift bidding for any employee in the bargaining unit, and the County having the right to make all assignments within the bargaining unit.

Because it is proposing a change to the status quo, the Union bears the burden of establishing a sound basis for making the proposed change. The Union maintains that under the current system, the Employer can, and has, moved telecommunication employees around in terms of days and hours of work, doing so with little advance notice and without regard for the impact such changes have on the employees' personal lives

and their ability to perform their highly stressful job duties. The Employer has argued that it needs to maintain scheduling flexibility for training purposes and to meet the needs of each shift.

In reviewing the parties' competing proposals on this non-economic issue, the treatment of such shift assignments in the externally comparable communities is particularly relevant. The evidence establishes that the contracts in four of the five externally comparable communities provide for seniority-based shift bidding, and this strongly supports the Union's proposal here. Apparently, the employers in these four communities are able to coordinate training and individual shift needs within a seniority-based shift bidding procedure.

There is obvious importance to employees in being able to enjoy some certainty about their work hours and days off. Employees constantly have to balance the competing demands of their professional and personal lives. In establishing work assignments, there must be due consideration given both to family and other personal obligations and to work obligations. I find that seniority-based shift bidding, and the certainty of work schedules associated with it, does serve to benefit employees by allowing them to better plan and schedule their professional and personal lives, and to better meet both professional and personal obligations.

It is important to note that the Employer also would benefit from the certainty of work assignments and schedules associated with a seniority-based shift bidding procedure. When employees know that they can count on having certain hours and days off, they are better able to schedule family-related and personal business for their off-duty time. It is quite likely that a seniority-based shift bidding procedure actually would result

in a reduction in last-minute employee call-offs from work. If a seniority-based shift bidding procedure is implemented for the Employer's telecommunication employees, the Employer may find that it is better able to rely on its employees to be at work as scheduled.

It nevertheless is reasonable as the Sheriff testified, however, that the Employer might find it necessary to assign newly hired telecommunication employees to different shifts in order for these employees to receive complete and competent training on the complete range of telecommunication duties. The operational needs and duties on one shift may not be identical to those of another shift. It is possible to allow for the assignment of new hires to different shifts within the framework of a seniority-based shift bidding procedure. One means of incorporating such flexibility is to make seniority-based shift bidding available only to non-probationary employees or to those employees who have completed a specific period of continuous employment. Such a provision would allow the Employer the complete scheduling flexibility that it would need to assign new hires to different shifts until they are fully trained, while allowing non-probationary employees to enjoy the benefit of their seniority in bidding on shift assignments. This form of compromise between the parties' proposals on this issue appears to accommodate the needs and wishes of both sides, without placing either side at a disadvantage.

Because the issue of shift-bidding for telecommunication employees is non-economic in nature, this Arbitrator has full legal authority to craft language that occupies the middle ground between the parties' competing proposals. In light of the evidence in the record, the relevant statutory factors, and the parties' arguments, this Arbitrator finds that it is appropriate to include in the parties' new collective bargaining agreement a

provision that allows for seniority-based shift bidding for telecommunication employees as the Union proposes, but with additional language that precludes employees from participating in such seniority-based shift bidding until they have completed their probationary period or eighteen months of continuous service with the Employer, whichever is longer. The Section shall also contain language that allows the Sheriff the right to assign the more senior dispatchers to shifts other than the one that they bid to for up to three weeks per year in order to provide for emergencies and training responsibilities.

Accordingly, the Union's proposal on seniority-based shift bidding for dispatcher and telecommunicators is hereby adopted and shall be included in the parties' new collective bargaining agreement, but with additional language included therein that precludes employees from participating in such seniority-based shift bidding until they have completed their probationary period or eighteen months of continuous service with the Employer, whichever is longer. There shall also be language contained in this Section that allows the Sheriff three weeks for the type of flexibility that he testified that he needs to cover for emergencies and training responsibilities. This provision hereby is adopted, and it is set forth in the Appendix attached hereto.

**PETER R. MEYERS**
**Impartial Arbitrator**

**Dated this 6th day of December 2006**
**at Chicago, Illinois.**

# APPENDIX

## Wages

The following wage increase schedule shall be incorporated in the collective bargaining agreement:

1) 0% increase effective December 1, 2005;

2) 4% increase effective December 1, 2006; and

3) 4% increase effective December 1, 2007.

In the event the award is issued after the effective date of any of the foregoing increases, the Employer shall pay retroactive pay by separate check to all employees employed during the relevant period within forty-five (45) days of the issuance of the award.

## Dispatcher/Telecommunicator Shift Assignments

Dispatcher/Telecommunicator shift assignments shall be made by a shift bid to be conducted each six (6) months during which employees shall select their hours of work and days off by seniority. Such bidding procedure shall commence within thirty (30) calendar days of the issuance of the Arbitrator's award for shift assignments to be effective sixty (60) calendar days after the bid, unless the parties mutually agree otherwise.

Employees shall not participate in such seniority-based shift bidding until they have completed their probationary period or eighteen months of continuous service with the Employer, whichever is longer.

The Sheriff shall have the right to transfer Dispatchers/Telecommunicators from their regularly bidded shift to a different shift for up to three weeks per year to cover for emergencies or necessary training responsibilities as determined by the Sheriff.

## Insurance

### Section 1. Carrier

During the term of this Agreement, except as noted in Section 2, the Employer shall continue, and the employees shall enjoy the benefits, rights and obligations of the Blue Cross/Blue Shield Insurance Plan currently in effect. The Employer agrees to pay 100% of the premium costs of the plan for the employee.

**Section 2. Right to Change Insurance Carriers**

The Employer reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or to self-insure so long as the new coverage and benefits are substantially similar to the traditional insurance coverage which predated this Agreement. The Employer shall notify the Union at least sixty (60) calendar days in advance of a change in insurance carriers so that the parties may meet to review the new benefits prior to implementation. Nothing in this section relieves the Employer from its obligation of paying 100% of the employee coverage.