ILLINOIS LABOR RELATIONS BOARD
PETER R. MEYERS, ARBITRATOR

In the Matter of the Interest Arbitration between:		
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL	Case Nos.	**S-MA-10-048**
		S-MA-10-049
Union,		**S-RC-87-104**
And		
COUNTY OF HENRY AND HENRY COUNTY SHERIFF,		
Employer.		

DECISION AND AWARD

Appearances on behalf of the Union

James L. Daniels—Attorney
David Nixon—Field Representative
Jon Hornback—Union President
Greg Strandberg—Union Representative
Richard Lack—Henry County Deputy Sheriff, Patrol Deputy

Appearances on behalf of the Employer

Chris W. Walters—Attorney
James M. Paelilla—Sheriff
Colleen Gillaspie—City Administrator
Tim Wells—H.C. Board Chair

This matter came to be heard before Arbitrator Peter R. Meyers on the 23rd day of August 2011 at the Henry County Courthouse, 307 West Center Street, Cambridge, Illinois. Mr. James L. Daniels presented on behalf of the Union, and Mr. Chris W. Walters presented on behalf of the Employer.

Introduction

This mandatory interest arbitration proceeding arises in connection with the efforts of Henry County, Illinois, and the Henry County Sheriff (hereinafter, collectively, "the Employer"), and the Illinois Fraternal Order of Police Labor Council (hereinafter "the Union") to negotiate over and reach agreement on a successor collective bargaining agreement to the contract between them that was scheduled to expire as of November 30, 2009. That contract covered a bargaining unit composed of deputies, correctional officers, dispatchers, secretaries/clerks, and other job classifications working within the Henry County Sheriff's Department (hereinafter "the Department"). Although the parties were able to resolve and agree upon most of the provisions that will make up their new collective bargaining agreement, there nevertheless remain three unresolved issues between them.

Pursuant to the Illinois Public 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 23, 2011, in Cambridge, Illinois. The parties submitted written, post-hearing briefs in support of their respective positions on the issues remaining in dispute, with the Union's brief being received on October 24, 2011, and the Employer's on November 25, 2011.

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. Appendix A, Wages;

2. Article 23, Section 1, Sergeant Rank Differential; and

3. Article 20, Section 2, Sick Leave Accumulation.

Discussion and Decision

This matter centers on the completion of a successor collective bargaining agreement for a bargaining unit of deputies, correctional officers, dispatchers, and secretaries/clerks who are employed within the Henry County Sheriff's Department. The parties engaged in negotiations over a successor agreement to their collective bargaining agreement, which was scheduled to expire on November 30, 2009. This contract governs the terms and conditions of employment for about sixty employees spread across eight different job classifications. Moreover, this contract divides the employees that it covers into two separate units. Unit 1 includes all full-time sworn peace officers who are employed within the Sheriff's Department who work in the classifications of Patrol Deputy, Investigator, and Patrol Sergeant. Unit 2 includes all full-time sworn non-peace officers and civilian employees who are employed within the Sheriff's Department who work in the classifications of Correctional Officer, Telecommunicator, Jail Administrator, Secretary/Clerk, and Data Analyst.

In 2009, the most recent year for which such data is available, Henry County had a population of 50,000. The median income across Henry County's 20,000 households was $48,618.00, and the poverty level was eleven percent. For fiscal year 2010, Henry County's General Fund budget was $11,596,300.00, and the budget for the Sheriff's Department was $4,076,002.00. The evidentiary record indicates that Henry County has faced budget deficits in recent years, and these deficits have prompted budget cuts. With

regard to the Sheriff's Department, these budget cuts have resulted in employee layoffs and certain vacant positions remaining unfilled. The record shows that for the current fiscal year, the Sheriff's budget has been cut by about $250,000.00.

The parties engaged in extensive contract negotiations over the course of many months, and these negotiations successfully led to agreements on all but three of the issues between them. The resolution of the parties' dispute over the three remaining impasse issues must be guided by Section 14(h) of the Illinois Public Labor Relations Act, 5 ILCS 315/14(h) (hereinafter "the Act"). This statutory provision details the various criteria that are to be used in evaluating final proposals in interest arbitration proceedings. As generally is true in interest arbitration matters, not all of the statute's listed criteria will apply to the instant proceeding with the same weight and relevance. Of the listed statutory criteria, the arguments presented by both parties make clear that appropriate external comparisons are quite important in analyzing all three of the economic issues that remain in dispute. In fact, the identification and application of appropriate external comparable communities is one of the more important statutory factors in most interest arbitration proceedings.

The parties here were able to agree that some of the proposed external comparables are, in fact, appropriate comparable counties. Both parties suggest that Boone County, Bureau County, Knox County, Ogle County, Stephenson County, and Whiteside County are appropriate external comparables. Based on the parties' agreement on these six counties, as well as the extensive demographic information contained within the evidentiary record herein, this Arbitrator concurs with the parties and finds that these

six counties are, in fact, appropriate external comparables for purposes of this interest arbitration proceeding.

The parties disagree as to the rest of the counties that each side has proposed as additional external comparables. The Union has suggested that Fulton and Lee Counties should be added to this list of appropriate external comparables, while the Employer maintains that Mercer County should be included as an appropriate external comparable. In the wake of the hearing and the submission of the parties' post-hearing briefs, it became apparent that there was some misunderstanding and disagreement between the parties as to which of these additional external comparables actually had been proposed and by which party, as well as whether or not both parties actually agreed to include certain of these additional counties among their list of mutually agreed external comparables.

As an example of the misunderstanding and disagreement that has occurred on this point, the Employer asserted that the Union proposed Woodford County as an external comparable, but the Union responded that it had not proposed Woodford County at all. Interestingly, the Union did include data from Woodford County in some, but not all, of its exhibits setting forth demographic information from its proposed comparable counties, Union Exhibits 4 and 5, although the inclusion of Woodford County data may have been the result of a simple oversight. This confusion over additional proposed comparables does not necessarily have any impact upon the ultimate decision whether to include any or all three of these suggested communities in the list of appropriate comparables, but it does suggest that this issue does involve some measure of complexity.

A wide variety of demographic data typically are used in analyzing whether proposed external communities offer an appropriate comparison to the community involved in an interest arbitration. Population and household statistics, median home values, per capita and household income figures, general fund revenues and balances, equalized assessed valuations, and (particularly where a law enforcement unit is involved) crime statistics typically are considered in connection with the determination of appropriate external comparables.

Looking at the three proposed comparables, it is evident that Mercer County is not particularly useful as a comparison to Henry County. Despite its geographic proximity and similarity in median family income, the fact is that Mercer County's population and its unit of employees corresponding to the bargaining unit here both are so much smaller that any comparison of crime data, wages, benefits, and other matters would not yield relevant or helpful results. Most of the demographic data associated with Mercer County are far outside the range established through the agreed-upon external comparables, so adding Mercer County to this list would not serve to provide an additional relevant comparison to Henry County.

As for Fulton and Lee Counties, Union Exhibit 4 suggests that more of the demographic data from these two communities fall within, or just a bit beyond, the range established by the agreed upon external comparables than is true of the demographic data from Mercer County. The data in Union Exhibit 4, however, suggest that these two counties do not necessarily constitute appropriate additions to the list of external comparables. Fulton County's small number of full-time sworn personnel, low EAV and

per capita EAV, and high ending fund balance relative to its general fund revenue and expenditure figures all suggest that this county is not a good fit among the list of external comparables. Lee County also has a small number of full-time sworn personnel, as well as a low ending fund balance and a low general fund revenue figure relative to its higher general fund expenses. In fact, Lee County has a significantly large shortfall in general fund revenue compared to general fund expenses, and this renders Lee County inappropriate as an external comparable to Henry County.

A further problem with regard to Fulton County is that information from this county has not been included in Union Exhibits 6 through 11, which offers more targeted and detailed demographic data. The absence of this data makes the inclusion of Fulton County among the appropriate external comparables difficult, if not impossible.

In light of all of these considerations, and based upon the parties' agreement as to these counties and the extensive demographic data in the record, this Arbitrator finds that Boone County, Bureau County, Knox County, Ogle County, Stephenson County, and Whiteside County are appropriate external comparables. These counties therefore shall comprise the list of appropriate external comparables for purposes of this interest arbitration proceeding.

Another of the factors set forth in Section 14(h) of the Act is internal comparables, referring to other bargaining units representing County employees. This particular fact also is quite relevant to the analysis and proper resolution of the three economic issues that remain in dispute between the parties. The evidentiary record includes collective bargaining agreements covering other bargaining units made up of County employees,

including employees working for the Henry County Circuit Clerk, the Henry County Highway Department, the Hillcrest Nursing Home, the Henry County Coroner, the Henry County Treasurer, the Henry County Clerk/Recorder, and certain employees working for the Henry County Sheriff who are not covered by the collective bargaining agreement at issue here. These internal comparables all serve as useful comparisons that directly apply to the resolution of the impasse issues that remain in dispute between the parties here.

In addition to the appropriate external and internal comparables, several of the other factors set forth in Section 14(h) of the Act are particularly relevant to the proper resolution of the remaining issues between the parties. The cost of living and the employees' overall compensation, including benefits, obviously are important factors with regard to all three of the economic issues that must be resolved here. In addition, the interests and welfare of the public absolutely must be included in the analysis of these impasse issues. In these difficult economic times, the financial ability of the Employer to meet the costs associated with the remaining issues also should be considered. The remaining factors set forth in Section 14(h), however, do not appear to have any significant or direct impact on the analysis of the issues that remain in dispute here.

This discussion now moves on to a focused analysis of each of the remaining impasse 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. It is important to note that all three of the remaining impasse issues are economic in nature. This Arbitrator therefore must resolve these remaining disputes by choosing one or the other of the parties' final offers on each of these issues. Unlike what is possible in connection

with non-economic impasse issues, this Arbitrator has no authority under Section 14(g) of the Act to fashion any sort of compromise resolutions here.

ECONOMIC IMPASSE ISSUES

1. Appendix A, Wages

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

General Wage Increase

Effective December 1, 2009, an across-the-board 2.00% increase.

Effective December 1, 2010, an across-the-board 2.25% increase.

Effective December 1, 2011, an across-the-board 2.50% increase.

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

General Wage Increase

Effective December 1, 2009, an across-the-board 2.00% increase.

Effective December 1, 2010, an across-the-board 0.00% increase.

Effective December 1, 2011, an across-the-board 3.00% increase, with a 1.00% stipend that would be paid by separate check and not added to their base rate of pay.

The parties' competing proposals on the issue of wages offer very different approaches to the matter of base pay for bargaining unit employees. Each of these approaches has merit, but each also has some weaknesses. It is important to note that Henry County's wage rates do lag behind the average wage rates established across the external comparables, and both sides here have proposed only modest increases over the course of the new contract. It appears that the parties recognize that any effort to push Henry County's wage rates significantly higher, in an effort to close the existing gap

between Henry County's wage rates and the average wages among the external comparables, must wait for future contract negotiations.

The Union's proposal involves an across-the-board wage increase for each year that the parties' new contract will be in effect, and this is one of its strengths. It is an advantage to both sides, in terms of budgeting and buying power, to have steady, annual, modest, and incremental increases in base wages. The Union's proposed annual increases of 2.00%, 2.25% and 2.50% certainly may be characterized in just those terms. These proposed wage increases are steady, modest, and incremental. The Union has not attempted to over-reach in its wage proposal by suggesting large increases that might carry the benefit of bringing its members higher in the salary range established among the external comparables, but at a high financial cost to the Employer. These proposed annual increases offer the obvious benefit of allowing the employees' base pay to keep pace with moderate inflation rates, thereby helping to preserve buying power. The Union's proposal also offers a budgetary benefit to the Employer in that these steady but modest annual increases will allow the Employer to account for these wages each year without requiring major changes in budgeting and financing.

The Union's wage proposal also brings its bargaining unit members nearer the average wage rates among the external comparables, although these employees generally will remain below those average rates. This may not be as much of a problem as first appears because the wage rates for Boone County's deputies and corrections officers are higher across the board than the wage rates for these employees in all of the other external comparables. The Boone County data does have a small impact upon the

calculation of average wage rates, moving them slightly higher than they would be if Boone County were not included among the external comparables. As Boone County's wages continue to lead the way among the external comparables, it is appropriate for the employees within the Henry County Sheriff's Department to at least keep pace with the rising wages in the comparable counties, and with expected increases in inflation.

The Employer's wage proposal offers increases over the three-year term of the contract that, taken together, are slightly smaller than the total increases proposed by the Union. What sets the Employer's proposal apart from the Union's is that the Employer offers no wage increase at all during the second year of the new contract, after proposing an increase in the first year that is identical to what appears in the Union's proposal. The Employer then follows up with a larger, 3.00% increase for the third and final year of the contract, accompanied by a one-time 1.00% stipend that would be paid in addition to the employees' base wages.

The Employer's two percent, zero, three percent plus one percent approach to the contractual wage scale is not as reasonable as the proposal offered by the Union. Not only would the Employer's proposal leave its employees completely vulnerable to the effects of inflation during the second year of the contract, but it also may present some budgeting issues for itself. On a practical level, it would seem to be a more consistent and workable budgeting practice for the Employer to be able to plan for annual increases that fall within the small range of two to two and one-half percent than to budget nothing for wage increases one year and have to follow that up by budgeting for and finding revenues to cover a total increase, with the one-time stipend, of four percent in the next

year.

The stipend that the Employer has proposed presents additional concerns. Although this one-time payment does help to push the employees' compensation closer to the average wage rates established across the external comparables, the fact is that this one-time payment is separate and distinct from the employees' base wages, and its presumed absence in the years following the third year of the parties' new contract will mean that the employees would lose ground to their colleagues' wage rates in the external comparables and to the impact of inflation over that time period.

Reviewing the collective bargaining agreements covering the other union-represented employees working for Henry County, it appears that each of these other bargaining units have agreed to a one-year wage freeze, effective during 2011. This evidence from the internal comparables does offer support for the Employer's wage proposal here, which includes a similar wage freeze for 2011, the second year of the new contract's effective term, but this evidence does not necessarily overcome the impact of the evidence from the external comparables, the cost-of-living data, or the other statutory factors. As noted, the external comparables support the adoption of the Union's proposal because the Union's proposed wage increases bring the employees closer to the average wage rates among the external comparables than does the Employer's wage proposal. The cost-of-living data also supports adoption of the Union's proposal in that a one-year wage freeze would make the employees completely vulnerable to the impact of inflation over the course of the new contract. The interest and welfare of the public certainly supports adoption of modest wage increases in these difficult economic times, but the

Union's proposal does call for modest wage increases. Moreover, the public's welfare and interest also depends upon the Employer's ability to attract and retain highly qualified and experienced employees, and the Union's wage proposal better serves that purpose.

The final statutory factor that most directly impacts this analysis is the Employer's financial ability to pay the costs associated with the parties' competing wage proposals. There is a wealth of data in the evidentiary record that gives a fairly detailed picture of the state of Henry County's finances. What this information reveals is that Henry County has done an admirable job in maintaining its finances at an eminently stable and sustainable level. The evidence in the record leaves no doubt that Henry County has done well in keeping its financial position sound; the County has made its citizens' tax dollars go far. This is impressive, especially in light of the economic difficulties that every unit of government has been facing in recent years. It therefore is critically important that the wage proposal adopted here helps Henry County to maintain its stable financial condition, rather than blowing a hole in the County's budget.

This Arbitrator finds that the Union's wage proposal does, in fact, serve the purpose of helping Henry County to maintain its finances in a stable and sustainable condition, while also helping Henry County's employees to do the same with their own personal finances. For the reasons set forth above, the Employer's wage proposal, while hardly a threat to either the County's or the employees' finances, simply does not serve these two connected purposes as well as does the Union's wage proposal.

Based on the relevant statutory factors, the evidence in the record, and the

considerations set forth above, this Arbitrator finds that the Union's final proposal on the impasse issue of wages is more reasonable. Accordingly, the Union's proposal on this issue shall be adopted and included within the parties' new collective bargaining agreement, and it is set forth in the Appendix attached hereto.

2. Section 23.1, Sergeants' Rank Differential

The Union's final offer on the impasse issue of sergeants' rank differential is a differential in the amount of Two Thousand Dollars ($2,000.00).

The Employer's final offer on the impasse issue of sergeants' rank differential is a differential in the amount of One Thousand, Two Hundred Dollars ($1,200.00).

On this particular issue, the Union is proposing a change to the contractual provision as set forth in the parties' prior collective bargaining agreement. Sergeants working within the Employer's Sheriff's Department historically have received a rank differential in the amount of One Thousand, Two Hundred Dollars, and the Union now bears the burden of establishing a justification for an increase in the sergeants' rank differential to Two Thousand Dollars per year.

The contractual rank differential is one component of a sergeant's overall compensation. In addition to the rank differential, base wages, benefits, and other items all are elements of a sergeant's total compensation. In determining whether it is appropriate to depart from the status quo by adopting the Union's proposed increase in the sergeants' rank differential, it is necessary to consider that total compensation. Moreover, the Union's proposal on this issue must be understood as one part of its overall effort to increase the sergeants' pay package, so the resolution of the wage issue above

has an impact upon the proper resolution of the rank differential issue.

The Union's data on this point from the external comparables leaves no doubt that the rank differential paid to Henry County's sergeants is at the absolute bottom of the scale. In all of the external comparables for which such information is available, sergeants receive a much higher rank differential than do the sergeants in Henry County. An increase to the Union's proposed level of Two Thousand Dollars would leave Henry County tied with Bureau County for the lowest rank differential for sergeants.

A consideration of the data from the external comparables, however, is not enough to establish a justification for the Union's proposed increase to the sergeants' rank differential. To properly determine whether or not this rank differential should be altered as the Union has proposed, it is necessary to take into account other statutory factors, including other elements of compensation available to the sergeants as bargaining unit employees. The parties' current agreement includes different forms of additional compensation that are available to employees, including sergeants, in a variety of areas, such as call back pay, pay for mandatory training, and additional pay for employees holding a number of different specialized positions. When one makes a comparison of these elements of compensation between Henry County and what is available from the external comparables, it becomes evident that Henry County offers highly competitive, even top-of-the-range, pay in these other areas. The evidence indicates that only Ogle and Stephenson Counties offer higher shift differentials than Henry County, while Henry County appears to offer the highest pay for call backs and the highest pay for mandatory training.

Another factor that has a bearing on this analysis is the fact that the Union's proposal on wages has been adopted, as set forth in the previous section of this Award. Because of this, the sergeants will be getting a wage increase during each year of the new contract's effective term. Evidence relating to rank differentials from the internal comparables also has an important impact upon this analysis. The evidence shows that during the parties' negotiations, the Employer agreed to increase differentials paid to two other ranks within this bargaining unit, investigators and LEADS supervisors. The record suggests that these two ranks are even more underpaid, relative to their peers in the external comparables, than are the sergeants.

The fact that two other ranks within the bargaining unit did receive increases in differentials should not be taken to mean, as the Employer suggests, that the sergeants should not receive a similar rank differential increase and that the Union should be satisfied with these other two rank differential increases. Instead, under the unique circumstances surrounding this proceeding, this fact should be understood in the context of the Employer's overall financial condition and its ability to pay the costs associated with the Union's proposed increase in the sergeant's rank differential. It rarely is reasonable or even possible to erase, in a single new contract, a gap in compensation that may exist between the members of a particular bargaining unit and their peers in other communities. In this matter, the Employer already must extend its budget to cover increased base wages, increased rank differentials for investigators and LEADS supervisors, and whatever other increased benefits and/or other costs may be associated with the parties' agreements on other issues in their new collective bargaining agreement.

Especially in such precarious economic times, it may be unwise, or even dangerous, to require the Employer to add an increased rank differential for sergeants to the other increases in its personnel costs. If these financial requirements were to push the Employer into an economic bind that caused the Employer to lay off some of its personnel, this would have a very real negative impact upon the safety and security of the community that the Employer serves, not to mention the difficulties that would face any employees who might be laid off.

Evidence from the internal comparables also shows that there are no rank differentials that apply to other Henry County bargaining units. One reason for this is that there are no ranks separating employees in most of these other bargaining units. There may be different employment classifications within, for example the Henry County Circuit Clerk's Office, each with their own wage scale, but there are no ranks.

As for other statutory factors that typically are important in analyzing an economic issue, particularly the cost-of-living index that accounts for inflation, these do not directly apply to a rank differential. A rank differential is different from a base wage, and it is meant to compensate an employee for the increased responsibilities associated with holding a higher rank. Because of the purpose of a rank differential, there is no basis for making an inflation-based adjustment to such a differential.

The evidentiary record makes clear that the sergeants absolutely do take on a number of important responsibilities that employees in the lower ranks do not handle. There can be no serious argument that the sergeants accordingly are deserving of an appropriate differential based on their higher rank and increased responsibilities.

Although the differential paid to Henry County Sheriff's Department sergeants does lag behind what is paid to sergeants in the external comparables, and although there are sound arguments for closing this gap, the totality of the economic circumstances and factors associated with this particular rank differential, in the context of the particular new contract that is at issue in this proceeding, suggests that it is inappropriate to close that gap right now. Instead, this is an issue that the parties should address in future negotiations, when improved economic conditions may allow for a more substantial and comprehensive approach to closing the compensation gap that exists between the Employer's sergeants and those working within the comparable counties.

Taking all of these different elements and factors together, especially the favorable benefits and other forms of compensation available to the Sheriff Department's employees compared to the external comparables as described above, it is evident to this Arbitrator that the Union has not presented a sufficient justification for its proposed increase in the sergeants' rank differential. Based on the relevant statutory factors, the evidence in the record, and the considerations set forth above, this Arbitrator therefore finds that the Employer's final proposal on the impasse issue of sergeant's rank differential is more reasonable. Accordingly, the status quo on this issue shall be maintained, and the existing provision shall continue unchanged within the parties' new collective bargaining agreement.

3. Section 20.2, Sick Day Accumulation

The Union's final offer on the impasse issue of sick day accumulation is to maintain the status quo.

The Employer's final offer on the impasse issue of sick day accumulation is as follows:

> Reduce sick time accumulation from 2 days per month to one usable day per month, with the other day going into a special "bank" where it cannot be accessed until employee's resignation or retirement.

On the issue of sick day accumulation, it now is the Employer that seeks a change in the status quo. The Employer therefore bears the burden of proving that a substantial and compelling justification exists to support its proposal to change the accumulation of sick days from two per month to one usable sick day per month plus another day going into a special bank that may be accessed only upon an employee's resignation or retirement.

The Employer's proposal on this issue would create an interesting effect if it were to be adopted. By diverting one sick day per month into a "bank" of sick days that would be accessible only upon the employee's resignation or retirement, the Employer's proposal essentially would transform the accumulation of sick days, at least in part, into an affirmative type of deferred compensation. This is a somewhat radical departure from the existing system of accumulation of usable sick days, and it also would alter the established means of compensating the members of the bargaining unit. It must be noted, however, that the record indicates that the parties' current practice does allow retiring employees to exchange twenty days of unused sick time for a pension service credit of one month, with a maximum of one year's credit.

In support of its proposal on this issue, the Employer has pointed to the fact that its other unionized employees receive one sick day per month, and that this also is true

among the external comparables. On this particular issue, however, evidence about the internal comparables is not particularly compelling. Although these other employees certainly work hard, sometimes in difficult and/or dangerous conditions, there can be no serious doubt that the deputies and corrections officers within this bargaining unit face more serious physical challenges in the performance of their duties. For this reason, a more generous level of sick leave accumulation for the Sheriff's Department employees makes sense. As for the data from the external comparables, this evidence simply does not rise to the level of a substantial and compelling justification for such a radical departure from the status quo. The Employer simply has failed to offer an adequate explanation for changing the accumulation of sick time in the manner that it has proposed.

The fact that it historically has appeared in the parties' collective bargaining agreements suggests that the provision on the accumulation of sick time presumably was negotiated at some point in the parties' bargaining history. It also may be presumed that the Union gave up some other benefits in order to obtain these generous sick leave benefits. If the Employer wishes to achieve a reduction in the accumulation of usable sick time, along with the establishment of a special bank of sick time to be accessed only upon an employee's resignation or retirement, then the Employer must be willing to give up a *quid pro quo* for such a change. It may make economic sense for the Employer to do so. Moreover, interest arbitration is a conservative process, and such a substantial change really should be the product of negotiation and mutual agreement between the parties, not the result of an imposed resolution by a neutral arbitrator.

Finally, at the hearing, it was suggested that the current sick leave policy leads to some abuse on the part of a few of the sheriff deputies. Although there was some evidence that that may be the case, this Arbitrator finds that the appropriate way to deal with sick leave abuse is through the established disciplinary process, not by making a dramatic change to the parties' collective bargaining agreement.

Based on the relevant statutory factors, the evidence in the record, and the considerations set forth above, this Arbitrator finds that the Union's final proposal on the impasse issue of sick leave accumulation is more reasonable. Accordingly, the status quo on this issue shall be maintained, and the existing provision shall continue unchanged within the parties' new collective bargaining agreement.

Award

This Arbitrator finds that the language set forth in the attached Appendix shall be adopted and incorporated into the parties' new collective bargaining agreement.

PETER R. MEYERS
Impartial Arbitrator

Dated this 5th day of January 2012
at Chicago, Illinois.

APPENDIX

Appendix A to Collective Bargaining Agreement

Wages

General Wage Increase

Effective December 1, 2009, an across-the-board 2.00% increase.

Effective December 1, 2010, an across-the-board 2.25% increase.

Effective December 1, 2011, an across-the-board 2.50% increase.