

IN THE MATTER OF THE INTEREST )	Illinois State Labor Relations
ARBITRATION )	Board Case S-MA-87-35
BETWEEN )	Before Raymond E. McAlpin,
THE FULTON COUNTY BOARD and )	Arbitrator
FULTON COUNTY SHERIFF )	
and )	
COUNCIL 31 of the AMERICAN )	
FEDERATION of STATE, COUNTY )	
& MUNICIPAL EMPLOYEES, AFL-CIO) )	
UNION LOCAL 1372A )	
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### PROCEEDINGS

The Parties were unable to reach a mutually satisfactory settlement of the wage reopener contained in the current labor contract dated August 12, 1986 and, therefore, submitted the matter to arbitration pursuant to the Illinois Public Labor Relations Act, Ill. Rev. Stat. ch. 48, para. 1601 etseq.

The hearing was held in Lewiston, Illinois on August 27, 1987. At this hearing, the Parties were afforded an opportunity to present oral and written evidence, to examine and cross-examine witnesses, and to make such arguments as were deemed pertinent. The Parties stipulated the matter is properly before the Arbitrator.

### STIPULATED FACTS

1. Fulton County Sheriff and Fulton County Board are the authorized employers.

2. Council 31 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME) and AFSCME Local 1372A is the exclusive bargaining representative.

3. That the parties have entered into a Collective Bargaining Agreement dated August 12, 1986 expiring November 30, 1988.

4. Negotiations started between the employer and AFSCME on November 3, 1986 and a joint request for mediation was made by the Union and the Employer after the Union declared an impasse.

5. Commissioner Vernon Brave with the Federal Mediation and Conciliation service met with the parties one time on June 23, 1987 without success.

6. The Telecommunicators and Jailers are "Security Employees" as defined by Illinois Revised Statutes, Chapter 48, Section 1603(p).

7. The parties agree to follow Section 14 of the Illinois Public Labor Relations Act (IPLRA) subsections (d) through (o) and Section 1230.40(e) of the Rules and Regulations of the Illinois State Labor Relations Board beginning with subsection (5) through (11).

8. The parties have waived their right to select a delegate to the Arbitration Panel.

9. Fulton County has employed fifteen (15) bargaining unit employees ranging in present salary from \$12,000.00 per year to year to \$14,850.00 per year.

10. That the last wage increase for the Jailers and Telecommunicators equaled five (5) percent of overall budget without steps.

11. That the parties stipulate and agree that the sole issue before the Arbitrator is the percentage increase in the scale of wages presently provided for under the current Agreement.

#### THE ISSUE

The Parties agreed that the Arbitrator is to decide a single issue in this matter, that being: the percentage increases in the scale of wages provided for under the current Collective Bargaining Agreement dated August 12, 1986 (Joint Exhibit 1). The County's last best offer is a 3% across-the-board wage scale increase to be effective December 1, 1987. The Sheriff of Fulton County's last best offer is a 3% across-the-board wage scale

increase to be applied retroactively to December 1, 1986. The Union's last best offer is a 5% across-the-board wage scale increase to be applied retroactively to December 1, 1986.

FULTON COUNTY BOARD & FULTON COUNTY SHERIFF'S POSITION

The following is a summary of arguments by the Fulton County Board & Fulton County Sheriff:

1. The Union failed to give 60 days notice as required under Article XXIV in order to reopen the contract; however, the Employer agreed to voluntarily commence negotiations in an attempt to maintain good relations.

2. The County Board adopted a resolution (Employer Exhibit 4) which placed a 3% ceiling on increases in employees' salaries for fiscal year 1987.

3. The Employer contends that the step increases contained in the contract should be included in the calculations which would increase its final offer from 3% to a total of 5.5%.

4. Statistical evidence brought forward by the Employer showed that a comparison between the County's plus or minus 5,000 population to those of Fulton County showed that Fulton County's assessed valuation is less than average; its total revenue is less than average; and yet, its sheriff's budget is more than average for the years '84, '85 and '86. Also, a comparison of the counties in the Ninth Judicial Circuit, of which Fulton County is a part, showed that its assessed valuation, sherriff's budget and total revenue are all less than average for 1986 with similar differences shown for the years '84 and '85. However, as a

percentage of budget, Fulton County spent 32% more on its Sheriff's Department than the average in the Ninth Judicial Circuit.

5. The survey supplied by the Employer showed that Fulton County's population is slightly above the average for counties that are similar in size, yet its equalized assessed valuation was less, while its average jail population was the same and number of jailers higher. In addition, holidays, vacation, sick days and personal days, and hospitalization insurance for bargaining unit employees were all above average. While Fulton County's starting salary and its middle salary was below average, its high salary was below average by only approximately \$250. The average wage increase for those counties was 2.88%. With respect to its contiguous counties, Fulton County's size is less than average, as is its assessed valuation, average population, and jail capacity. Its employment of jailers and telecommunicators was more than average as well as all the fringe benefits mentioned above. The starting salary for those contiguous counties was slightly higher than Fulton County's, median salary was \$10 more than Fulton County's, but the high salary was less than Fulton County's. Percentage increases for wages in those comparable counties were slightly more than was offered by the Employer during negotiations. With respect to the other Ninth Judicial Circuit counties, Fulton County's fringe benefits were higher and starting average and top salary ranges were all higher than those counties. Percentage increases during the period in those counties was 2.7%, which, the Employer notes, was less than what

was offered by the County during negotiations.

6. A comparison of telecommunicator wages in the city of Canton showed wage freezes for each year of the Collective Bargaining Agreement. However, the Employer admits to a 5% increase for the number of years of service for each step.

7. The cost of living index for the twelve month period ending December, 1986 showed an increase of 1.1%.

8. The summary budget and expenditure report for the Sheriff's Department showed that only one-third of the budget remained for expenditures over the remaining one-third of the year.

9. The lawful authority of the Employer factor is not an issue pursuant to the stipulated facts reproduced above.

10. The County negotiated a 5% increase for this group of employees in the first year of the Labor Contract without regard to the step increases contained in the Labor Agreement.

11. The interest and welfare of the public and the financial ability of the County to meet the increasing costs must be considered by the Arbitrator. The County admits that the increase proposed by the Union will not bankrupt the County; however, the overall effect of the Union's increase, including the step increases, will be over 7.44%. The County admits that in previous years there were surpluses in both the total County budget and the Sheriff's budget, but submits these overages were from special revenue funds and windfalls that the County received only once and which it does not expect to receive again. It was testified by the County Board President that the County needs a \$750,000

surplus at the end of each fiscal year in order to meet expenditures at the beginning of each fiscal year, and the surpluses which existed in previous budgets will not exist in future budgets. The County argued that in other interest arbitrations under the Illinois Statutes Arbitrators did consider the need for a carry-over or surplus budgeting. The County noted it has lost \$600,000 in revenue sharing and its assessed valuation has gone down over \$120,000,000 in less than 10 years. The County has lost 41% of its revenue generating ability. In addition, the County has lost its sales tax revenue from farm related sales due to an amendment to the Illinois Revenue Code, and over 7,500 jobs due to Caterpillar, International Harvester and strip mine layoffs in the county. The County noted that the 1986 revenues were less than the 1978 revenues, and the Farmland Assessment Bill caused reassessment based on productivity instead of fair market value. The County has substantial amounts of land that are in non-operating strip mines in other non-productive real estate which will cause further decreases in the equalized assessed valuation. The County argued that it is spending a greater percentage of its budget on the Sheriff's Department than most comparable counties, and due to the loss of economic revenue jobs and other financial factors, the County feels that its offer and not the Union's offer should be accepted by the Arbitrator.

12. When comparing this unit with employees performing similar services in public employment in comparable communities, the Employer argued the statistics put forward by the Union are not appropriate. National averages and wages of State of Illinois

correctional officers and trainees do not compare on an "apples to apples" basis. They noted Arbitrator Berman in Case S-MA-87-18 found that "The Springfield Firefighters, of course, should be compared primarily to firefighters in comparable communities, not to other workers in government, or in the private sector." The Employer claimed that the statistical comparisons contained in Exhibits 9 through 12 are the appropriate statistics. The Employer stated that the wage increases in the similar communities show that the average increase is at approximately the 3% level offered by the County and that fringe benefits equal or exceed the average in all three surveys; and finally, the current wages are very close to the wages paid to correctional officers in those communities. The Employer also claims that the wage scale offered to the Union exceeds the grades 1, 2 and 3 for the non-bargaining unit employees in Fulton County and is well within grade 4 which is for administrative personnel traditionally compensated higher than rank and file. The Employer also stated that the wages offered for the telecommunicator position are very comparable to the wages and benefits paid to the telecommunicator in the city of Canton, which is located in Fulton County. Finally, the County argued that the statistics presented by the Employer should form the basis for the Arbitrator's decision in this matter.

13. Cost of living is also a factor which is contained in the Statute. The Employer stated that an employee that started with the County in 1979 at \$9,242 would with the offered increase be currently making \$15,296. This represents a 65 1/2% increase

which far exceeds the approximately 49% increase in the consumer price index for the same time period. It is generally agreed in interest arbitrations that the base year would be the twelve month period prior to the expiration of the contract for cost of living consideration. The Employer stated CPI rose 1.1% for the previous twelve month period ending December, 1986, and the Employer stated its 3% proposal far exceeds the cost of living index and, even allowing for catch-up, would be sufficient.

14. The next standard is overall compensation presently received by the employees which would include wages and fringe benefits. Again, the Employer argued that the fringe benefits received by this bargaining unit are in excess of almost any comparable unit contained in the statistical data. The Employer also noted that even though the supervisory employees employed by the Sheriff received a higher percentage increase (4.7%), the Employer stated these employees do not have any step increases and that it is still less than the 5.5% that the County would incur when their offered increase is added to with the step increases contained in the Labor Agreement.

15. The Employer stated the Arbitrator should also consider any changes in the circumstances during the time the arbitration proceedings were pending. The Employer contended that the economic circumstances of the Sheriff's budget have changed radically and that the department was over budget at the end of the first eight months of the year which commenced December 1, 1986 and the needed carry-over for the budget into fiscal year 1987 will not exist.

16. Finally, other factors may be considered by the Arbitrator. The Employer noted starting salaries have increased dramatically as has employment at the jail from 3 employees in 1978 to the current 15. The Employer argued that many applications are on file for the jailer and telecommunicator positions at the current salary level, so the salaries cannot be that unreasonable if large numbers of people are willing to apply for the job. The Employer again noted that the notice to bargain from the Union was untimely in this matter and it they never had the obligation to negotiate with the Union. The Employer stated that if it had agreed to a 5% increase for this group of employees, demands for a 5% increase from the other bargaining units and to other employees employed by the County would surely follow. The Chairman of the County Board testified that the practice of the County is to try to treat all employees the same. The County also noted that the Federal Wage and Hour Act is now applicable to County employees which builds in an added increase in compensation to the wage structure. The County stated its offer of 3% is the appropriate offer in this matter and stated the Arbitrator should uphold its position in full.

#### THE UNION POSITION

The Union made the following arguments in this matter:

1. The Union admits it did not give the required 60 day notice to reopen the Labor Contract; however, the Employer has chosen to bargain with the Union and the County Board Chairman testified that the issue of timeliness was not discussed in

negotiations (T-95).

2. The Employer attempted to count the cost of the step increases as part of the overall wage increases. The Union argued that step increases should not be considered since they were part of the negotiations in 1985/1986. That contract recognized that future pay increases would be built on the structure contained in that Labor Contract; therefore, step increases should not be considered as a substitute for a general wage increase. The Union stated this is a well accepted principle in interest arbitration and cited New York City Omnibus Corporation, 7LA794.

3. The Union contends that the Uniform Pay Plan resulting from County Board Resolution adopted on October 14, 1986 (E4), was ignored in the case of a number of non-bargaining unit employees and was not followed by individual officeholders because they are not bound by this system. The Union argued that in fact there is no Uniform Pay Plan in Fulton County, and, therefore, this argument should be given little weight.

4. The Union argued that even by the County's own testimony and statements at the hearing the additional increase proposed by the Union would not bankrupt the County. The County stated that they could find the money somewhere; therefore, the Union contended that the ability to pay argument does not exist.

5. The Union contended that the overwhelming weight of evidence showed that in comparable counties Fulton County employees are generally paid less. In addition, similar employees

in other counties as well as nationwide statistics show that employees have received wage increases that are consistent with the Union's 5% offer. The Union noted Fulton County employees have lost 18% of their purchasing power since 1979 when wage increases are compared to inflation. The Union submitted evidence which showed that the State of Illinois Department of Corrections trainees and telecommunicators at the nearby Hannah City Youth Center are paid substantially more than comparable employees in Fulton County. The Union pointed to revenue fund balances during the past three fiscal years including positive balances in the Sheriff's budget in each of those years. The Union noted the County's argument with respect to the relatively large percentage of total County budget devoted to the Sheriff's office, and the Union is at a loss to understand how this is relevant to the arbitration. The Union's proposed increase is such a small percentage of the overall County budget that it is certainly is reasonable.

The Union stated that the Arbitrator should find in favor of their position and grant the 5% increase proposed by the Union.

#### DISCUSSION AND OPINION

The role of the Arbitrator in interest arbitration is substantially different than the Arbitrator's role in a grievance arbitration. Interest arbitration is a substitute for a test of economic power between the Parties. The legislature determined that it would be in the best interest of the citizens of the State of Illinois to substitute compulsory interest arbitration for

strikes for security officers of public employers, and peace officers, firefighters and fire department and fire protection district paramedics; so that in interest arbitration, the Arbitrator must determine not what the Parties would have agreed to but what they should have agreed to, and, therefore, it falls to the Arbitrator to determine what is fair and equitable in this circumstance. The Statute provides that the Arbitrator must pick in each area of disagreement the last best offer of one side over the other. Since in the instant case, only one issue (wages) is in dispute, the Arbitrator must find that either the Fulton County Board's or the Fulton County Sheriff's or the Union's position is the most fair and equitable position among the three proposed. I use the term "most equitable" because I suspect that in many, if not all, of last best interest arbitrations, truth and justice do not lie exclusively with one side or the other; and since the Arbitrator is precluded from fashioning a remedy of his choosing, he must by Statute choose that which he finds most equitable under all the circumstances. The Arbitrator must base his decision on a combination of 8 factors contained in Chapter 48, Par. 1614 (h)(1-8) of the Ill. Rev. Stat. 1985. After disposing of a threshold matter the Arbitrator will proceed to analyze each side's position with respect to these statutorily mandated factors.

It is noted above there is a threshold issue in this matter. Both the Employer and the Union agree that the Union failed to give the 60 days notice to reopen the contract as required in the Collective Bargaining Agreement (Joint Exhibit 1, page 30). The

Employer voluntarily agreed to commence negotiations and it is the impasse that resulted from that negotiation which results in this interest arbitration. The Employer did not seem to argue that this arbitration is improper due to the failure of the Union to profer proper notice. Its argument seems to be that since they were nice enough to agree to voluntarily conduct negotiations, this should somehow sway the Arbitrator to their position, that of a 3% across-the-board increase. They also argued that since proper notice was not given, retroactivity should not be part of the award. The Employer did not place any restrictions on the bargaining but from the facts in the case, entered into the negotiations voluntarily and, indeed, willingly with the Union. It seems that only after impasse was reached did the Employer choose to rest part of its argument on the timeliness issue. The Arbitrator finds that waiver exists with respect to timeliness, the Employer waived its rights to this argument by entering into negotiations without any pre-conditions and, therefore, is barred from bringing up the timeliness issue at this stage of the proceedings. The Arbitrator, however, would commend the Employer for taking this enlightened position. The Collective Bargaining process is a process, it is not an isolated episode, and the Parties will have to deal with each other for presumably many years to come; and even though they failed to reach an agreement this time, the Arbitrator believes that their relationship can only be enhanced by the Employer's agreement to conduct negotiations after the Union's failure to render proper notice. With respect to the retroactivity matter, this will be covered

later in the award.

The first of the statutorily mandated factors is "the lawful authority of the Employer." This is not an issue in this case and, therefore, need not be discussed.

The second factor is the "stipulations of the Parties." These have been reproduced in the stipulated facts section of the award and will be fully considered by the Arbitrator as the remainder of the award is rendered.

The third factor is the "interest and welfare of the public and the financial ability of the unit of government to meet these costs." The Employer made a number of compelling arguments with respect to the poor financial condition of Fulton County due to changes in state law affecting the County's ability to raise revenues; also, the loss of a substantial number of jobs and the diminution of surpluses over the past several years to the current point where a surplus of any substantial amount will not exist. In addition, the loss of revenue sharing and the reduction and assessed valuation in the County has substantially hurt the County's ability to generate revenue. While the Employer did not plead an inability to pay, it did indicate that if the Arbitrator were to choose the Union's offer, it would place a hardship on the County and, subsequently, affect the interest and welfare of the public and, perhaps, cause other employees to demand similar

increases. The Arbitrator finds that, while the above factor is not determinative in this matter, it certainly mitigates in favor of the Employer's position. It must be given great weight in the final decision.

The fourth factor is "comparison of the wages 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." Each side provided a substantial amount of statistical data in support of its position. The Union provided a comparison of jailer wages for Illinois counties, with populations of 30,000 to 50,000. It showed that starting wages in those counties were substantially ahead of starting wages in Fulton County by 9% to 58%. The Arbitrator notes that the Employer has contended that the starting wages in Livingston, McDonough and Ogle Counties were different than were reported by the Union (U-3). Likewise, the Union also provided a comparison for telecommunicator wages covering the same counties which also showed a substantial differential with the exception of Woodford County, which starts their telecommunicators at less than Fulton County. The range of counties paying higher starting wages than Fulton was 9% to 42% (U-4). The Union provided a comparison of 1987 scheduled wage changes across the United States for state and local government workers which showed increases averaging 5% (U-

6). They also provided National Average Wage Settlements in protected service occupations which indicated a 4.6% average increase in the first year of a contract with a 4.9% annual increase over the term of the contract for 1986. For 1987, state and local settlements on a nationwide basis averaged 5.2% in the first year of the contract, 5.4% annually over the life of the contract (U-7).

The Employer also provided statistical data in support of its position. A wage comparison with Illinois counties, plus or minus 5,000 in population with Fulton County's, showed that some counties paid more than Fulton, some paid less, and Fulton was slightly behind the median average in salaries (E-9). Likewise, a comparison of contiguous counties showed that Fulton paid more than some counties and less than other counties with Fulton County paying slightly less in the low and medium position ranges and more than the high range average for the contiguous counties (E-10). A comparison of counties in the Ninth Judicial Circuit indicates that Fulton County wages are very comparable to those counties, in fact, higher than most (E-11). Telecommunicator wages for the City of Canton which is located in Fulton County were also provided (E-16). That data show that starting wage for telecommunicator in the City of Canton is \$12,500 per year with 5% step increases to a high of \$16,751 after 15 years of service. The County notes that there was a wage freeze for each of the three years of their labor contract, however, the step increases will be paid each year.

The question before the Arbitrator is "what is comparable?" In the Arbitrator's experience, when one is involved in salary administration, we look to external and internal comparability. The Parties have provided ample statistics for external comparability. The Arbitrator does not feel that national data has any meaning for the state of Illinois. So many factors differ from state to state as to make that data virtually meaningless. With respect to the wages paid for comparable positions and counties in the same relative geographical area, the Arbitrator finds very much of a mixed bag. Some counties pay substantially more; some counties pay substantially less; and the trends are not significant enough for the Arbitrator to draw a firm conclusion. With respect to internal consistency, the Arbitrator finds that wages paid to most other employees within Fulton County really do not apply to this situation. Most of those employees were not represented in bargaining units. The County has three separate bargaining units; one representing the highway department, the second representing the sheriff's deputies, and the third being the jailers and telecommunicators. The Arbitrator finds that wages paid to the Highway Department clearly do not apply to wages paid by the Sheriff's Department. The Arbitrator notes that the wage scale for Sheriff's deputies is \$15,500 to start, with \$19,250 maximum after 9 years of service. In this matter the Union is proposing a wage range of \$12,600 to start, with a \$15,593 maximum after 8 years of service. The Employer is proposing \$12,360 starting salary, with a \$15,296 cap after 8 years of service. While the positions of Sheriff's deputy and

jailers and telecommunicators are not directly comparable, in this Arbitrator's experience they are generally grouped into the same bargaining unit. Sheriff's deputies generally do make more than correctional officers and telecommunicators; however, the differential in the wage schedules for both groups is somewhat higher than other counties.

A review of all the evidence provided for external comparability which would impact on factor 4, wage comparability, would not lead the Arbitrator to conclude that either side has persuasively proven its position. There are excellent points and arguments brought out on both sides but neither is determinative.

Factor 5 is "the average consumer prices for goods and services, commonly known as the cost of living." The Union compared the 1979 entry level pay, \$9,242.20, to the current annual entry level pay in the labor contract of \$12,000. The difference amounts to 30%. During that same period of time, the Consumer Price Index has risen approximately 48% (U-5). The Employer argued that an employee that entered at \$9,242.20 in 1979 would not be making \$12,000 in 1986, but would currently be making \$15,296, including the step increases. This is a 65.5% increase, exceeding the Consumer Price Index differential of 48% for the same period (E-13). The Employer further argued that it is an accepted practice in interest arbitrations to calculate cost of living increases from a base period, which would be the twelve-month period prior to the expiration of the contract. The

Employer notes that the the CPI rose 1.1% during that period and their offer of 3% exceeds the cost of living index.

The Arbitrator finds that the evidence regarding the cost of living factor mitigates towards the Employer's position. However, as many arbitrators have noted, employees in the public sector have been allowed some catch-up during the past several years to make up for a generally lower salary structure in the public sector versus the private sector (see city of Decatur and International Association of Firefighters, Local 505, etc.)

Factor 6, is "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, continuity and stability of employment and all other benefits received." The Employer submitted evidence of a comparative nature in the fringe benefits area for counties with plus or minus 5,000 in population to Fulton County (E-9), contiguous counties (E-10), and counties in the Ninth Judicial Circuit (E-11). The data for all three comparisons show that the fringe benefits enjoyed by Fulton County employees in this bargaining unit are substantially better than average for all areas of comparison. While not determinative, this obviously would mitigate towards the Employer's position in this matter.

Factor 7, is "changes in any of the foregoing circumstances during the pendency of the arbitration proceedings." The Employer

argued the fact that the Sheriff's budget is over budget during the first 8 months of the fiscal year commencing December 1, 1986 is a factor that should be considered by the Arbitrator. The Arbitrator fails to find any support for the Employer's reasoning in this case. The employees or the Union have no control over how the budget is set or how the monies are expended and, therefore, the Arbitrator finds that this argument is not persuasive.

The final factor is Factor 8, which is "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." The Employer made the following arguments with respect to other factors. The Employer noted that Fulton County spends a larger portion of its County budget on the Sheriff's Department than other comparable counties. The Arbitrator does not feel that this argument has any bearing on this case. It is up to the County how to allocate the funds that are available, and the Arbitrator applauds Fulton County's emphasis on safety, but feels that it is not a factor in this arbitration. The County also argued that many employees were interested in jobs as jailers and telecommunicators even at the current salary levels and stated that the salaries must be reasonable since so many people are willing to apply for the job. The Arbitrator likewise cannot buy this argument. The economic conditions in the County, as noted

above, are poor. It is not unusual that employees would be willing to apply for jobs paying between \$12,000 and \$15,000 per year since so few jobs are available in the area. The Employer further stated that because it now comes under the Federal Wage and Hour Act, this builds in an added increase in compensation to the wage structure. The Arbitrator does not find this argument persuasive since all county employees in the state are also under the Federal Wage and Hour Act. This does not differentiate the employees of Fulton County.

As noted above a factor that is traditionally considered by interest arbitrators is internal consistency. In the Arbitrator's opinion, the only directly comparable positions for internal consistency are other employees of the Sheriff's Department employed in similar positions. The Arbitrator does not feel that the positions of janitor or telephone operator or secretary are comparable within the Sheriff's Department, but certainly to some extent at least, the positions of Sheriff's deputies and command officers, those being sergeants, lieutenants, and chief deputies, are comparable. Despite the excellent arguments made by the County, it is here where the Employer's position fails. As noted earlier, Sheriff's deputies and the command officers receive substantially higher levels of pay than either the jailers or the telecommunicators. The Arbitrator feels that some differential is appropriate; however, not to the extent as exists currently. The Employer argued that the percentage increases have been relatively consistent. He even pointed to a resolution adopted by the County

Board (E-4), limiting increases to 3%. However, when limiting increases to a percentage basis, if there is a substantial difference in the dollar salary schedule, this will result in even wider discrepancies in the future. The fact is the jailers and telecommunicators started at such a relatively low level of pay in 1979 that even though the County has made substantial efforts to bring consistency to their pay practices the gap in dollars between command officers, deputies and this bargaining unit cannot be justified.

As stated earlier in this award, the concept of last best arbitration is one that puts a substantial burden on the Arbitrator, since in this case, as in others, neither side's position in the Arbitrator's view is correct. The Arbitrator must choose the position which is most correct. In weighing all the evidence, particularly in light of the pay practices in the Sheriff's Department and the amount of differential in the last best offers being so small as to not affect the County's ability to pay, the Arbitrator can only conclude that (at least for this round of negotiations) it is the Union's position that is most appropriate in this matter. The Arbitrator notes this award should not affect the demands of other bargaining units as it is clearly a "catch up" situation.

With respect to retroactivity, the Arbitrator feels that the purposes of collective bargaining would not be well served if retroactivity were not granted in this matter. A Party should not have the opportunity of being rewarded for dragging its feet in

the collective bargaining process. This is not to say that the County of Fulton did not act expeditiously throughout this entire negotiation. To the contrary, they acted with great forbearance and in the spirit that one would hope all collective bargaining would take place. The Arbitrator feels retroactivity should be awarded not so much as a statement concerning Fulton County but as a message to other public sector negotiators throughout the State of Illinois.

AWARD

The Arbitrator rules that the Union's final offer on wages retroactive to December 1, 1986 shall be adopted.

Dated at Chicago, Illinois this 20<sup>th</sup> day of October, 1987.

  
Raymond E. McAlpin, Arbitrator

