

**BEFORE  
EDWIN H. BENN  
ARBITRATOR**

**FEB 21 1989**

**II. State Labor Relations Bd.**

**In the Matter of the Arbitration**

**between**

**LOGAN COUNTY BOARD/SHERIFF'S  
DEPARTMENT**

**and**

**TEAMSTERS LOCAL 916**

**CASE NO.: S-MA-89-2**

**(Wage Interest Arbitration)**

**OPINION AND AWARD**

**APPEARANCES:**

**For the Employer: Timothy J. Reardon, Esq.**

**For the Union: William K. Cavanagh, Esq.**

**Place of Hearing: Lincoln, Illinois**

**Date of Hearing: December 16, 1988**

**Date Transcript Received and  
Record Closed: January 26, 1989**

**Date of Award: February 15, 1989**

## I. ISSUE

As agreed by the parties<sup>1</sup>, the issue in this interest arbitration is which last, best and final wage offer made by the parties is the more appropriate for the unit?

## II. FACTS

The testimony in this proceeding came from Logan County Board Member Wayne Conrady and Union Business Representative Michael Stout. The parties further introduced documentary evidence in support of their positions and orally argued the matter.

After an election, the Union was certified as the collective bargaining representative for employees in the following unit consisting of nine employees:

All full time employees employed by County of Logan and Logan County Sheriff's Department with the following job classifications: correctional officer, jail superintendent, janitor, secretary and cook.

The parties thereafter commenced negotiations. Non-economic issues were agreed upon by September 1988. Further negotiations continued through the fall of 1988 with all other matters agreed upon except wages.<sup>2</sup> The parties are in agreement that the wages at issue are for the remainder of the fiscal year 1988 (ending November 30, 1988) and the ensuing three year period.

Currently, the covered employees receive the following wages (U. Exh. 4):

<u>Title</u>	<u>Monthly</u>	<u>Yearly</u>
Correctional Officers (3) <sup>3</sup>	\$1,075.00	\$12,900.00
Cooks (2) <sup>4</sup>	1,035.40	12,424.80
	1,085.40	13,024.80
Secretaries (2)	1,522.40	18,268.80
	1,160.40	13,924.80

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<sup>1</sup> The Employer shall be referred to as the "County".

<sup>2</sup> Upon reaching impasse, the parties agreed to proceed to arbitration and bypass mediation.

<sup>3</sup> One of the correctional officers has been employed for approximately one year. The other two have been employed for less than seven months. Correctional officers are certified by the State and, aside from normal correctional work, fingerprint and process inmates.

<sup>4</sup> Aside from cooking and cleaning functions, these employees administer the operation of the kitchen, set up meals for the inmates which sometimes takes into consideration special needs of the inmates and order supplies. These employees further supervise inmates working in the area.

Maintenance Employees (2) <sup>5</sup>	1,415.60	16,987.20
	1,534.15	18,409.80

The parties' last, best and final offers showed increases as follows (County Exh.

3):

<u>Fiscal Year</u>	<u>County</u>	<u>Union</u>
1988	\$40 lump sum	\$100 lump sum
1989	\$75/month - 6.2%	\$75/month - 6.2%
1990	\$30/month - 2.3%	\$60/month - 4.5%
1991	\$30/month - 2.2%	\$50/month - 3.7%

The differences between the last offers are summarized by Jt. Exh. 1:

County

1st year	\$75 x 9 employees x 36 months =	\$24,300.00
2nd year	\$30 x 9 employees x 24 months =	6,480.00
3rd year	\$30 x 9 employees x 12 months =	3,240.00
	\$40 lump sum x 9 employees (once)	<u>360.00</u>
		\$34,380.00

Teamsters

1st year	\$75 x 9 employees x 36 months =	\$24,300.00
2nd year	\$60 x 9 employees x 24 months =	12,960.00
3rd year	\$50 x 9 employees x 12 months =	5,400.00
	\$100 lump sum x 9 employees (once)	<u>900.00</u>
		\$43,560.00

Teamster total cost \$43,560.00

County total cost 34,380.00

Total difference \$9,180.00

\$9,180.00 + 3 = \$3,060.00 per year for 3 years

The parties also provided various comparative data. The Union's comparables (U. Exh. 14 summarizing other contracts (U. Exhs. 5-13) and State jail and detention data (U. Exh. 15)) along with the testimony of Union Representative Stout show:

<sup>5</sup> In the parties' negotiations, agreement was reached to change the classification of janitor to maintenance worker. Aside from normal janitorial work, these employees perform duties involving electrical, carpentry and cement skills. The evidence further indicates that these employees supervise prisoners.

County/ Union	1980 Population <sup>6</sup>	FY87 Jail Capacity	FY87 Avg. Daily Population	FY87 Total Inmates	Corrections Monthly Salary 1 Year Service
Champaign FOP	168,392	126	73	3,892	\$1,674.00
Edgar IBT	21,725	22	6	367	1,170.00
Effingham AFSCME	30,944	20	11	1,187	1,396.00
Grundy AFSCME	30,582	37	12	4,332	1,292.00
Knox AFSCME	61,607	46	23	2,142	1,484.00
Macon AFSCME	131,375	109	89	3,907	1,125.00
Morgan AFSCME	37,502	33	33	1,019	1,166.00 <sup>7</sup>
Randolph AFSCME	35,652	24	16	822	1,125.00 <sup>8</sup>
Stephenson UAW	49,536	37	15	1,210	1,464.00
Logan IBT	31,802	30	14	1,125	1,075.00

The County referred to the *Regional Salary and Fringe Benefits Survey (August 1988)* prepared by the Urban Counties Council of Illinois which showed the following:

County	Correctional Officer			Custodian Current Average Rate
	Current	Starting	1 year	
Champaign	\$20,114.00	\$19,427.00	\$19,427.00	\$14,527.00
Greene	13,920.00	13,920.00	---	13,860.00
Iroquois	---	---	---	10,815.00
Jersey	---	---	---	11,100.00
Logan	13,212.00	---	---	18,336.00
Macon	12,735.00	12,104.00	12,314.00	9,000.00
Madison	25,688.00	---	---	15,475.00

<sup>6</sup> Illinois 1980 Census/U.S. Department of Commerce.

<sup>7</sup> Effective March 1, 1989.

<sup>8</sup> Effective July 13, 1987.

McLean	23,386.00	18,073.00	---	12,739.00
Montgomery	---	---	---	7.42/hr.
Peoria		23,600.00 <sup>9</sup>	21,877.00	13,839.00

With respect to benefits, the County offered the following comparisons (County

Exh. 4):

County	Vacation	Personal Days	Holidays	Sick Leave Per Year	Paid Life Ins.
Logan	2-1	2	14	12	\$2,500.00
	3-11				
	4-16				
Champaign	2-1	0	14 <sup>10</sup>	10	10,000.00
	3-6				
	4-11				
Greene	---	---	---	12	10,000.00
Iroquois	---	Yes	11	---	5,000.00
Jersey	2-2	0	11	---	---
	3-10				
Macon	2-4	2	12	12	10,000.00
	3-8				
	4-17				
Madison	2-4	0	10	16	---
	3-5				
	4-10				
McLean	2-1	0	10	10	10,000.00
	3-6				
	4-20				
Montgomery	2-2	4	14	12	---
	3-5				
	4-10				
Peoria	2-1	---	---	12	1 year's salary <sup>11</sup>
	3-10				
	4-15				

With respect to medical insurance, according to the County's study, the plans, carriers and rates vary greatly. Most plans, including Logan County's, require at least some employee payment for dependent coverage.

<sup>9</sup> Denoted as an average.

<sup>10</sup> A typographical error appears in County Exh. 4 listing Champaign as having 16 holidays. Comparison to the source document, *Regional Salary and Fringe Benefits Survey (August, 1988)* shows 14 rather than 16 holidays

<sup>11</sup> Premium rates range from 26-92¢/1000/month.

There are two other represented units in Logan County. The Union also represents various highway employees whose two year agreement expired on November 30, 1988. The Sheriff's deputies are represented by the Fraternal Order of Police. That three year agreement is in its third year.

The Logan County budgets (County Exhs. 1, 2) showed the following gross amounts for the General Fund:

FY87-88:	Total sources of funds -	\$2,425,258
	Total uses of funds -	<u>2,424,517</u>
	Sources over (under) uses	741
	Fund Balance - Beginning	1,202,242
	Fund Balance - Ending	1,206,983
FY88-89:	Total sources of funds -	\$2,580,800
	Total uses of funds -	<u>2,720,918</u>
	Sources over (under) uses	(140,118)
	Fund Balance - Beginning	1,212,431
	Fund Balance - Ending	1,072,313

According to Board Member Conrady, the Sheriff's budget takes the largest amount of revenue and over 50% of that revenue goes for salaries and fringe benefits.

Conrady testified that due to the other employees in the County, "we have to be very careful if we over compensate one group, that it will take the whole County budget and destroy it." With respect to the rationale for the County's proposal in this matter, Conrady testified:

A. The \$40 was to compensate them for the months that they had a contract but didn't get any compensation for because of negotiations. And the amount we came up with was as much as we thought the budget could bear.

Q. If we can use a crystal ball for a moment, what do you see being given in the way of an increase to the nonunion employees in December of '89?

A. It's hard to say, but with the proposed revenue cuts in real estate, it's very doubtful if anybody will receive an increase of salary next year.

Q. Is there any revenue sharing or federal grant money available anymore?

A. To my knowledge, no.<sup>12</sup>

Q. And what's been happening with the assessed value of real estate that can be taxed by the County?

A. The assessed valuation has been going down in accordance with the value of the property and we've been instructed that the next three years, the assessed valuation will decrease for the next three years.

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Q. Would you describe the current budget as a tight budget?

A. Definitely.

Q. How did the cash balance at year end, that is November 30th, December 1st, look in terms of the overall budget and the health of the County's finances?

A. It looked fairly good I thought and we ended up with a little if any reserve. I think it was about \$700.

Q. How much of a cash balance in relation to the total budget does the County typically like to have at the start of a fiscal year?

A. We need at least 50 percent.

Q. Why is that?

A. To cover the bills that we will have come in between now and the next taxes that we get from people.

Q. Are there any increases in employment related expenses that the County has incurred in the last year which are reflected in this budget?

A. Definitely. We had a large increase in health insurance premium and we've already been notified that the IMRF will be getting a large increase as of January 1st and the social security also is going up.

Conrady further testified that at the end of FY87-88, the County had "a little over a million dollars" as a cash reserve or year end fund balance. Conrady testified that money will be used to pay the County's bills before the infusion of the next amount of revenue

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<sup>12</sup> Conrady agreed that lost revenue sharing earmarked for the Sheriff's Department was "just a paper loss because it was made up in the sales tax."

generated by tax receipts which are due approximately June 1, 1989. According to Conrady, other sources of revenue also come from fines and sales taxes.<sup>13</sup>

With respect to the Union's offer, Conrady testified that the offer was rejected by the County:

A. Well, for two reasons. One, we did not think we had the funds; and the other, I thought it was a little out of line for the amount they were asking.

Aside from longevity increases, the majority of the employees in the unit have not received a raise for two years. Conrady testified that County employees receive fringe benefits including paid vacations, holidays, sick leave, and life and medical insurance. There have been no layoffs. On December 1, 1988, the non-represented employees received a \$75 per month increase for FY88-89. According to Conrady, the Sheriff's deputies received a 4% wage increase effective December 1, 1988 for FY88-89.<sup>14</sup> Conrady testified that the Sheriff's deputies have a higher base pay than the correctional officers. Further, according to Conrady, the Highway Department employees received an approximate \$.25 or \$.30 increase (approximately 2.9%) for FY87-88.

### **III. POSITIONS OF THE PARTIES**

#### **A. The Union**

The Union asserts that under the relevant statutory criteria, the Union's last offer must be adopted.

#### **B. The County**

Like the Union, the County asserts that under the the relevant criteria its offer must be adopted. According to the County, the evidence shows that a high percentage of the

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<sup>13</sup> According to Conrady, receipts from motor fuel tax go to the Logan County Highway Department and not to the general fund. Additional unspecified funds are also received as reimbursement from other counties for the housing of inmates, which, according to Conrady, are earmarked in part for payment to the employees of the Sheriff's Department. However, due to a lack of revenue increase, Conrady felt that no monies would be used in that fashion since the County transferred those funds over to the food budget to feed the inmates.

<sup>14</sup> Those employees previously received a similar 4% increase on December 1, 1987 for FY87-88.

overall budget is devoted to public safety with a high percentage of that going to salaries and fringes; the budget is tight and the amount of carry-over at the end of the past fiscal year is barely adequate if not inadequate; the County is faced with declining revenues; State equalized values for farmland are decreasing; revenue sharing and grant monies are no longer available; sales tax and income tax rebates that come back through the State are very uncertain and in many instances declining; and, in light of the impact on other employees both union and non-union, the offer it has made is fair and reasonable.

#### IV. DISCUSSION

##### A. The Standards

The statutory provisions governing this matter are found in Ill. Rev. Stat. Ch. 48, §1614:

(g) ... As to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in subsection (h). \* \* \*

(h) Where there is no agreement between the parties, ... the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (1) The lawful authority of the employer.
- (2) Stipulations of the parties.
- (3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - (A) In public employment in comparable communities.
  - (B) In private employment in comparable communities.

(5) The average consumer prices for goods and services, commonly known as the cost of living.

(6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.

(7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

My role in this proceeding is aptly described by Arbitrator Raymond McAlpin in *Fulton County Board and Fulton County Sheriff, S-MA-87-35 (1987)* at 12:

... 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.

As recognized by the County in its representative's comments at the hearing and as substantiated by the record, it does not appear that factors 1, 7 and 8 are germane to this case. To the extent the parties have made stipulations under factor 2, those stipulations have been considered. Therefore, the relevant factors in this matter are nos. 3-6.

**B. Factor 3 - Interests and Welfare of the Public and the Financial Ability of the County to Meet Those Costs**

The parties' respective last offers are \$9,180.00 apart in total cost for a contract covering wage increases for three years, which contract also carries retroactive application

for wages in light of the agreement that some form of lump sum payment is appropriate (\$40 according to the County and \$100 according to the Union). Taking the County's total sources of funds from its FY88-89 budget (\$2,580,800), the *total* multi-year difference for this contract amounts to only .36% of the funds available to the County. As recognized by the parties, the difference between their respective positions is certainly not a significant part of the budget. In reality, that impact is even smaller. For the first year of the contract, the parties have agreed upon a \$75 per month increase. In light of the agreement for FY88-89 wages, with the exception of the one time payment<sup>15</sup>, under the conditions presently existing the dispute carries no immediate impact on that budget. The difference between the parties surfaces in the second year of the contract and is \$30 per month or, spread over FY 89-90, \$3240. Assuming for the sake of discussion that the sources of revenue remain the same as in FY88-89<sup>16</sup>, that difference equates to .13%.<sup>17</sup> A similar computation for FY90-91 for the \$20 per month difference in the offers (\$2160 for the year) yields a projected impact of .08%. Barring any drastic changes (which are not evident from the record) the impact of the monetary difference between the parties upon the budget is minimal, at best.

The County advances further concerns - a tight budget, potential declining revenues, loss of revenue sharing and grant monies. But close examination of the evidence shows that those concerns are speculative, especially in light of the fact that there is agreement for a \$75 per month wage increase for FY88-89. There is nothing in this record to conclusively show that the next three years will pose significant difficulties for the County in light of what the Union seeks. Conrady's testimony did not reveal critical difficulties in this area. Indeed, Conrady could not definitively state that the approximate one million dollar cash reserve existing at the end of FY88-89 was insufficient to meet the

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<sup>15</sup> A difference between offers of \$540 amounting to .02% of the FY88-89 available funds.

<sup>16</sup> A seemingly valid assumption in light of the similarity of revenue when FY88-89 is compared to FY87-88.

<sup>17</sup> If spread over 24 months due to the increase in the base pay, the calculation is not changed since two years' revenues must be considered.

County's obligations before June 1, 1989 when additional infusion of revenues from taxes are expected. Giving the County the benefit of the doubt, and especially considering that since the parties are in agreement upon FY88-89 wages and the dispute does not really ripen until FY89-90, the evidence offered by the County still remains speculative and insufficient to weight this factor in the County's favor.

In a similar situation where the difference in the parties' positions were not significant and the same kinds of arguments made herein were also advanced, in *Peoria County* (1986), Arbitrator Anthony Sinicropi held at 14:

In addition, the Employer did not refute the Union's assessment that the two wage proposals were about \$20,000 apart. Consequently the arbitrator can not accept an inability-to-pay argument.

The final concern raised under this factor is the "ripple effect" that the Union's proposal may have on other employee groups, both represented and non-represented. Assuming that argument to be a valid concern under this factor, I find that in this case such is insufficient to weight this factor favorable to the County. Again, at best, the concern expressed here is speculative since in light of the agreement for first year wages the ramifications of the Union's offer would not come into effect until FY89-90. Moreover, and most critical, there is no evidence of required patterns of parity for the various groups of employees or a requirement that all employees received precisely the same raises that would dictate and require a ripple through increase for other employee groups to the extent that meeting the Union's demand in this case would make it difficult for the County to meet its obligations.

"Employers who have pleaded inability to pay have been held to have the burden of producing sufficient evidence to support the plea." Elkouri and Elkouri, *How Arbitration Works* (BNA 4th ed.), 830. To prevail under this factor, such a demonstration must be made by the County. The evidence produced herein is simply not sufficient. The bottom line is that in light of the insignificant difference between the parties' positions and the fact

that the parties are in agreement for the wages for FY88-89, the Union's offer will have little, if any, demonstrable impact upon the interests and welfare of the public and the financial ability of the County to meet those costs.

**C. Factor 4 - Comparative Wages, Hours and Working Conditions**

As is common in this area, the parties have focused upon different units they deem to be comparable and indeed, as is also common, where there is agreement on which units should be considered, there is a difference in what the wages are for those employees.<sup>18</sup> But the usual concerns in this area of what constitutes a "comparable" need not be addressed. Several observations justify that conclusion.<sup>19</sup>

**1. Correctional Officers**

Under the data offered by the Union, the County's correctional officers are the lowest paid. However, the usual dispute of what constitutes a comparable need not be resolved because examination of the data in the *Regional Salary and Fringe Benefits Survey (August 1988)*, *supra*, offered by the County shows that the correctional officers in this matter are also at the low end of that list of offered comparables. Therefore, under both parties' submitted data, this portion of factor 4 must be weighted towards the Union's position.

**2. Maintenance Employees**

Aside from the evidence offered by the Union that these employees perform more duties than ordinary janitors, no comparative data was offered by the Union for this group of employees. The Union's claim that these distinguishing characteristics are relevant is not persuasive since there is nothing to compare these employees to. The County, on the other hand, has sufficiently demonstrated that when compared to custodians elsewhere,

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<sup>18</sup> Cf. the parties' figures for corrections officers for Champaign and Macon counties.

<sup>19</sup> The evidence offered in this area only addressed factor 4(A) - "public employment in comparable communities". No private employment data (factor 4(B)) has been considered.

these employees are the highest paid. With respect to this class of employees, this factor must therefore be weighted towards the County.

**3. Secretaries and Cooks**

Since the record reveals no comparative data for these employees, no weight is attached to this factor for these employees.

**4. Other Benefits**

The County's submission concerning other benefit comparisons (vacation, personal days, holidays, sick leave, life and medical insurance) in County Exh. 4 is unrefuted. In comparison with those cited counties with reported benefits in the referenced categories, the comparisons show the following:

**a. Vacation**

Eligibility for two weeks - tied for highest out of eight.  
Eligibility for three weeks - lowest out of eight.  
Eligibility for four weeks - sixth lowest out of eight.

**b. Personal Days**

Tied for second highest out of seven.

**c. Holidays**

Tied for highest out of eight.

**d. Sick Leave**

Tied for second highest out of eight.

**e. Life Insurance**

Lowest out of seven.

**f. Medical Insurance**

Cannot be determined due to variations in plans.

Therefore, although not comparing favorably to other comparables cited by the County for vacation eligibility beyond two weeks and life insurance, the County compares quite favorably in the areas of initial two week vacation eligibility, personal days, holidays

and sick leave. Therefore, overall, this portion of the factor must weight towards the County.<sup>20</sup>

**D. Factor 5 - Cost of Living Considerations**

The parties did not address this factor in any great detail with the exception of a reference by the County in County Exh. 3 to a Bureau of Labor Statistics 3.8% figure for July 1987-June 1988. I do not find this factor dispositive in any fashion in this matter for several reasons.

First, again considering that the parties are in agreement for FY88-89 wages and the wage dispute does not really ripen until FY89-90, the cost of living figures for July 1987-June 1988 are remote.

Second, the County's second and third year offers (2.3% and 2.2%) place the increase below the cited cost of living figure - a fact favorable to the Union since the County's offer theoretically does not keep pace with cost of living increases. But at the same time, the Union's second and third year offers (4.5% and 3.7%) place those offers above the cited cost of living figure for the second year and on an approximate par with that figure for the third year - a fact favorable to the County since these offers equal or exceed the cost of living. However, considering the remoteness of the July 1987-June 1988 3.8% figure to the ripening of the dispute in FY89-90, neither offer appears so significantly out of line when compared to the cited cost of living figure to mandate a finding favorable to either party. Therefore, the consideration of the cited cost of living figure as compared to the offers made amounts to a wash.

Third, the observation made by Arbitrator McAlpin in *Fulton County Board, supra* at 19, that "as many arbitrators have noted, employees in the public sector have been

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<sup>20</sup> Of the counties cited by the Union as comparable which do not appear on the County's list, only Knox appears in *Regional Salary and Fringe Benefits Survey (August 1988)* with supporting data and then only in the vacation area (2-1, 3-8, 4-14). Although comparing more favorably in the vacation eligibility after two weeks category than the County, that difference does not dictate a different conclusion for this factor.

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" does not tip this factor in favor of the Union. There is simply no evidence in this case that such is factually valid, particularly for the kinds of employees involved herein.

Under this factor, the bottom line remains that since the wage differential dispute does not ripen until the second year, the cost of living figures for 1987-1988 are not a material measure.

**E. Factor 6 - Overall Compensation and Continuity and Stability**

For comparative purposes, the evidence going to this factor has been discussed under Factor 4 and no other evidence was offered relevant to this factor. With respect to continuity and stability, according to Conrady, there have been no layoffs and "We try to keep everybody employed." Therefore, considering the minor difference between the parties' positions, it does not appear that the continuity and stability factor will be affected by either party's offer.

**V. CONCLUSION**

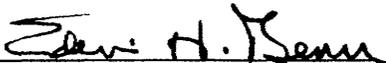
Under the statutory criteria, a weighing and balancing of the factors must occur under the given facts presented. Here, the relevant factors (3-6) show the dispute over wages has no real demonstrable impact upon the welfare of the public and the ability of the County to meet its costs due to the minor differences between the two offers and the delay in the ripening of the dispute until the second year of the agreement; by comparison to other communities, the correctional officers are lower paid but the maintenance employees are higher paid and there is nothing comparative for secretaries and cooks; for the most part, favorable comparisons exist for other benefits; there are no real cost of living considerations; and there is no apparent effect on continuity and stability. Thus, since this case involves a dispute solely over wages where the differences in the parties' positions are minute and of no real impact on the budget, and then only appear in the second and third

years of the agreement and since the other factors presented are not really determinative one way or the other, the focus of this case must be centered upon factors 3 and 4. Again, those factors show correctional officers comparably underpaid and maintenance employees overpaid with no data on the other employees and with a total difference in the offers having an insignificant impact on the budget and the County's ability to meet its obligations.

The parties well-presented and well-argued positions in this matter are understandable. The Union seeks the most it can get for those it represents and the County seeks to hold down its costs while at the same time attempting to be fair to all of its employees. But the statute effectively ties my hands. I cannot award an increase for one group and none for the other. I must "adopt the last offer of settlement which ... most nearly complies with the applicable factors ...." Therefore, considering the facts and the relevant factors, the comparably underpaid status of the correctional officers and the ultimate lack of impact on the budget and the financial ability of the County to meet its obligations must outweigh the comparably higher wages paid to the maintenance employees and the lack of comparative information on the other covered employees. Given all the facts and factors presented and weighing them accordingly, there really is little choice in this matter. The Union's position "most nearly complies with the applicable factors" and therefore must prevail.

**VI. AWARD**

Consistent with the above, the Union's proposal shall be implemented.

  
Edwin H. Benn  
Arbitrator

Dated: February 15, 1989  
Glencoe, Illinois

