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In The Matter of
Interest Arbitration
Between

KNOX COUNTY BOARD
AND
KNOX COUNTY SHERIFF'S DEPARTMENT,
Employer

AND

AFSCME LOCAL 1047B,
Union

Illinois State Labor Relations
Board #S-MA-90-80

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ARBITRATION PANEL

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FOR THE UNION

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TIME AND PLACE
OF HEARING

- April 16, 1990
Knox County Courthouse
Galesburg, IL

Briefs submitted by 5-18 and 5-23-90

FINDING OF FACTS

1) AFSCME Local #1047B represents all the employees in the positions of jailers, matrons, cook-matrons, and lead jailer employed by the Knox County Sheriff. The unit consists of 13 employees. The parties have a history of bargaining collectively for approximately the last five years. The most recent contract being from December 1, 1987 to November 30, 1989.

2) The parties stipulated that the County's Fiscal Year runs from December 1 each year through November 30 each year, and that instant proceedings was commenced prior to the beginning of the current fiscal year beginning December 1, 1989.

3) The Knox County Board and the Knox County Sheriff are co-employers as defined in the Illinois State Labor Relations Act and AFSCME Local 1047B is the exclusive bargaining agent of all thirteen employees in the Jailer/Matron Department.

4) The parties waived the statutory requirement of a hearing within 15 days of the notification of appointment of the Chairman as a member of the Interest Panel received on February 12, 1990.

5) Prior to the arbitration hearing, there were at least three unresolved economic issues, one of which was wages. Prior to the hearing, a tentative agreement was reached by the parties that wages, as set forth in the December 1987 agreement, were to be increased by 4% beginning December 1, 1989. The two unresolved issues deal with economic provisions with respect to "Insurance" and the contract clause dealing with "Parity". The position of the parties on each of these issues is as follows:

Insurance Issue

Article XIV of the December 1, 1987 to November 30, 1989 is as follows:

"Every new employee working a minimum of thirty (30) hours per week or more is eligible to participate in the County's insurance program. The County will pay sixty-five (65)% percent of the employee benefit plan and the employee will pay

thirty-five (35%) percent. If the employee wishes dependent coverage, then the employee shall pay for the same. Enrollment shall be in the manner specified by the County Insurance Committee."

The Union's final offer, with respect to this issue, is that the second sentence of Article XIV be amended to provide that the County shall pay 100% of the employee benefit plan.

The Employer's final offer was that Article XIV remain unchanged.

PARITY ISSUE

Article XXI of the December 1987 to November 30, 1989 agreement, Section 8 provides as follows:

"The Employer agrees that if during the term of this Agreement it enters into any new agreement with any union or employee group providing for increased wages, lesser hours of work, or for any terms or conditions more favorable to any union or employee group than those described in this Agreement, or if it unilaterally grants such more favorable conditions to non-bargaining unit employees, then the Employer shall immediately apply such provisions automatically to this Agreement, and such improved benefits shall immediately be in full force and effect, and supersede any less favorable provisions of this Agreement. If in the judgement of the Union, such terms or conditions are not more favorable, they shall not apply or they shall apply only to the extent deemed by the Union to be more favorable."

The Union seeks to have this paragraph remain the same.

The Employer's final offer was to have the paragraph amended to read:

"In the event the County unilaterally grants an increase in holidays, personal days, sick days, or vacation to another bargaining unit or non-bargaining unit employees of the County, then such increase shall be made applicable to employees covered by this Agreement.

Reductions in the same benefit shall be made only by mutual agreement of both parties."

6) During the negotiations, it was the County's position that it wanted to eliminate the parity clause and it wasn't until the arbitration hearing that it proposed a modified form thereof.

7) The present sheriff was elected prior to the time of the execution of the December 1987 contract. Having served under prior sheriffs, he was aware of inequities existing in benefits between the downstairs employees (deputies) and the upstairs employees (jailers and matrons). On election, he wanted to see that both upstairs and downstairs employees were treated equally with respect to benefits and unilaterally took action to correct the situation. He was advised by the Union Business Representatives that such action could subject him to a possible charge of an unfair labor practice. Pursuant to Union suggestion, he and the Union entered into an addendum of the then Labor Agreement in which all employees were granted equal benefits with respect to personal days, accumulated sick days, and the allowance of combining all accrued vacation, holiday, personal days, and compensatory time to be taken on request in the manner the employee desired. He, without benefit of previous collective bargaining experience and without professional advice thereon, negotiated the December 1987 agreement agreeing therein to the parity clause drafted by the Union, which he believed would equalize all upstairs and downstairs employees with respect to benefits, something he desired.

8) Since that time, he has experienced a loss of deputies, which he and the County have trained and paid to have educated, because the deputies' salaries as agreed to under the December 1987 agreement were lower than they could get working for other agencies. He found that under the parity clause he could not increase the deputies' salaries without making the same percentage increases in the salaries of the jailers and matrons. It was for this reason that he seeks the modification suggested to the arbitration panel.

9) The Union introduced into evidence parity clauses appearing in AFSCME contracts with Western Illinois University, State of Illinois Department of Central Management Services, State of Illinois Department of Corrections, and the City of Chicago, all of which contracts involve units ranging from 400 members to 40,000

members. It also introduced parity clauses appearing in the contracts with the Fraternal Order of Police and Troopers Lodge #41 and the State of Illinois, the Illinois Federation of Teachers and the Illinois Secretary of State, the Teamsters/Technical Local 916 and the State of Illinois, and the Illinois Nurses Association and the State of Illinois, all of which units range in membership from 1,000 to 7,000 members. There was Union testimony that 60 to 70% of its negotiated contracts contain parity clauses, but not every one of them which may contain wage increases due to the consumer price index, have such clauses. The Union admits that while these clauses may not in all instances be true parity clauses, they do indicate that parity clauses are not uncommon. It did, in one instance in the City of Kewanee, negotiate a change restricting its use.

10) In the County's justification for seeking a modification of the parity clause as to wages and possibly other fringe benefits, in addition to the need for retaining trained deputies, is that there are other differences between jailers and matrons and deputies because of the type of work, education, and qualifications differ greatly justifying the need to meet changing conditions not present in connection with the jailer/matron occupations. These differences include deputies working in uncontrolled environment presenting greater personal danger while Correctional Officers work in a controlled environment. An example being the stopping of a motorist who might be armed and dangerous or responding to some crime in progress where personal injury might result. Seventyeight deputies were killed in the United States in 1989 versus no County Correctional Officers. There was Union testimony there is also danger in a controlled environment. This was illustrated by 3 incidents in 5½ years when Correctional Officers had found where a knife was found in a cell block. A spoon shank was found in a secured area and when an irate inmate who was subdued had a homemade shank. These incidents were unknown to the Sheriff. Deputies have to meet greater physical and educational standards than are required for jailers and matrons. They have to have 10 weeks of schooling as opposed to 5.

11) The consumer price index, as related to wages for all urban consumers and urban wage earners and clerical workers both increased 4.8% in 1989 over 1988. National average wage increases for local government employees was 5.2% in 1989 over 1988, with an annual adjustment over the life of a contract of 5.4%. When the 4% wage

increase, agreed to by the parties, effective December 1, 1989, is considered, Union evidence reflected that the jailers and matrons 1987 and 1988 wages judged against the consumer price index for all urban consumers for those years, was 1.33% short of making their wage adjustments equal to the consumer price index increases. The figure is 1.13% when compared with the consumer price index for urban wage earners and clerical workers.

12) The laborers have a collective bargaining unit with Knox County covering the period from December 1989. Their contract provides for a 2.3% wage increase with health premiums paid 65% by the County and 35% by the individual.

13) Both the Knox County Jail Administrator and Deputies likewise received a 4% wage increase effective December 1, 1989 and a 4% wage increase was negotiated for the Knox County Nursing Home employees and the Knox County Nursing Home licensed practical nurses. The Galesburg Police Department also received a 4% wage increase effective April 1, 1989.

14) The County submitted in evidence the following exhibit concerning salaries and fringe benefits paid jailers in 11 counties who either touch Knox County or were counties in the State of Illinois having populations of plus or minus 10,000 as compared to Knox County. This computation is as follows:

EXHIBIT A

COUNTY	DEPUTES	89/90 FISCAL YEAR WAGE FOR JAILERS	HOLIDAYS/Yr.	VACATION SCHEDULE EMPLOYEES	SICK DAYS W/CAP (IF ANY)	PERSONAL DAYS
HENRY	13600 21600	START: \$16,500.00 MEDIAN: \$18,250.00 TOP: \$20,000.00	0	1 Yr. = 2 Wks. 10 Yr. = 3 Wks.	24 Per Year Cap of 120	3 Personal 1 Float.
STARK	18000 20,700	START: \$ 9,360.00 MEDIAN: \$ 9,880.00 TOP: \$10,400.00	11	6 Mo. = 5 Days 2 Yr. = 2 Wks. +5 Yr. = 4 Wks. (Max)	7 Per Year Cap of 30	3
PEORIA	19348	START: \$17,600.00 MEDIAN: \$19,239.00 TOP: \$20,878.00	10	1 Yr. = 2 Wks. +4 Yr. = 1 Additional Day Per Year	1 Day For Each Mo. Of Active Employment	2
FULTON FY 1988-GOING TO ARBITRATION FY 1989	14120 20020	START: \$13,104.00 MEDIAN: \$14,952.00 TOP: \$16,800.00	14	1 Yr. = 2 Wks. 10 Yr. = 3 Wks. 15 Yr. = 4 Wks.	12 Per Year	1 Personal 1 Stress
WARREN	16000 21900	START: \$13,520.00 MEDIAN: \$13,956.80 TOP: \$14,393.60	12	1 Yr. = 1 Wk. 2 Yr. = 2 Wk. 8+ Yr. = 3 Wks.	1 1/2 Per Mo. Cap of 60	0
MERCER	14400 20940	START: \$13,715.00 MEDIAN: \$15,612.50 TOP: \$17,510.00	14	1 Yr. = 1 Wks. 2 Yr. = 2 Wks. 5 Yr. = 3 Wks. +9 Yr. = 4 Wks.	1 Per Mo. Cap of 60	0
COLES	14400	START: \$14,400.00 MEDIAN: \$17,200.00 TOP: \$20,000.00	13	1 Yr. = 1 Wk. 2 Yr. = 2 Wks. +10 Yr. = 1+ Day/Yr.	1 Per Mo. Cap of 90	0
JACKSON	18262 24606	START: GOING TO AR- MEDIAN: BITRATION FOR TOP: 89/90 CONTRACT	12	1 Yr. = 2 Wks. 6 Yr. = 3 Wks. +10 Yr. = 4 Wks.	12	0
WHITESIDE	20300 28059	START: \$16,702.40 MEDIAN: \$18,824.00 TOP: \$20,945.60	13	1 Yr. = 1 Wk. 3 Yr. = 2 Wks. 9 Yr. = 3 Wks.	10 Per Year No Cap	2
WILLIAMSON	16500 27100	START: \$12,400.00 MEDIAN: \$16,075.00 TOP: \$19,750.00	12	1 Yr. = 2 Wks. 10 Yr. = 3 Wks.	12	3
ADAMS		START: \$12,900.00 MEDIAN: \$12,900.00 TOP: \$12,900.00	12	1 Yr. = 2 Wks. 5 Yr. = 3 Wks. 15 Yr. = 4 Wks.	10	0
NOX	0763 21763	START: \$18,042.00 MEDIAN: \$19,345.00 TOP: \$19,666.00	12	1 Yr. = 2 Wks. 8 Yr. = 3 Wks. 14 Yr. = 4 Wks.	12 Per Year Cap of 180	3

It also submitted in evidence a schedule showing the same counties and information concerning the number of Correctional Officers, their ranks, length of service and jail populations which they administer. This schedule is as follows:

COUNTY	AVG. DAILY JAIL POP. (WEEKENDS)	AVG. DAILY JAIL POP. (WEEKDAYS)	No. CORRECTIONS OFFICERS	RANKS FOR CORRECTIONS OFFICERS	MEAN & MED. LENGTH OF SERVICE FOR CORR. OFF.
HENRY	45	38	11	None	3 1/2 Yrs.
STARK	3	2-3	4	Dispatch/Jailer	6 Mo. - 3 Yrs.
PEORIA	125		60	Sgts./Dep. Jail Super.	3 - 5 Yrs.
FULTON	30	25	9	None	3 - 5 Yrs.
WARREN	20-25	18-20	4	None	8+ Years
MERCER	17	14	5	Chief Jailer Jailer	6+ Years
COLES	45.91	30-35	15	Sargents Lieutenants Captains	3 - 4 Yrs.
JACKSON	80	60	26 Full-time 10 Part-time	Sargents Lieutenants	6+ Years
WHITESIDE	76	68	14	Chief Correct. Correc. Officers	3 - 5 Yrs.
WILLIAMSON	109	65	18	Sargents	3 - 5 Yrs.
ADAMS	60+	55-60	11	None	3 - 5 Yrs.
KNOX	12	6	13 (1915)		8- (1915) (6-12 to 14) 1915

15) The County introduced into evidence an exhibit comparing salaries of Correctional Officers and Patrol Officers in West Central Illinois showing the disparity difference between Correctional Officers, the rate of disparity between Patrol Officers pay and Correctional Officers pay. It was stated that the data is a year old, but that it is comparable since most of the counties received the same percentage of increase in salaries. This exhibit is as follows:

COMPARED SALARIES OF CORRECTIONAL OFFICERS
AND PATROL OFFICERS
IN WEST CENTRAL ILLINOIS

<u>Agency</u>	<u>Corr. Officer</u>	<u>Patrol</u>	<u>Difference</u>	<u>Percentage</u>
Fulton	\$13,104.00	\$16,120.00	\$ 3,016.00	23%
After 8 yrs.	16,216.00	20,020.00	3,804.00	23%
Henry	\$17,269.94	\$18,600.00	\$ 1,330.06	8%
After 8 yrs.	18,253.00	21,600.00	3,350.00	18%
Mercer	\$12,785.00	\$14,400.00	\$ 1,615.00	13%
Highest pd.	14,650.00	(Chief 20,940.00 Deputy)	6,290.00	43%
Peoria	\$16,000.00	\$19,348.00	\$ 3,348.00	21%
Rock Island	\$15,432.00	\$20,820.00	\$ 5,388.00	35%
After 10 yrs.	19,532.00	24,587.00	5,055.00	26%
Stark	\$ 8,403.00	\$18,000.00	\$ 9,596.80	114%
Highest pd.	8,403.00	(Chief 20,000.00 Deputy)	11,596.80	138%
Warren	\$ 9,360.00	\$16,000.00	\$ 6,640.00	71%
Highest pd.	11,752.00	(Chief 21,900.00 Deputy)	10,148.00	86%
State of Ill.	\$17,232.00	\$23,328.00	\$ 6,096.00	35%
Aft. 6 mos.	20,460.00	24,108.00	3,648.00	18%
Knox County	\$17,309.90	\$19,120.63	\$ 1,810.73	10%
After 1 yr.	18,309.90	20,120.63	1,810.73	10%
Average difference in starting salaries			\$ 4,315.62	31%

16) Knox County pays 65% of the premium for a \$5,000 life insurance policy and the employee pays 35%. Knox County contributes \$74 or 65% of the Health Insurance premium, the employee 35% at cost of \$39.85 per month for single coverage. It pays nothing for family coverage, nor does it have a dental plan. The Union submitted an exhibit covering life, health, and dental insurance coverages as provided by 20 Illinois counties. It admits that the counties of Cook, Lake and Jersey should not be considered comparable and only inserted in the exhibit because that is the way they appeared in a survey. This exhibit is as follows:

County	Z Paid by County	Cost Per \$1000	Life Value/Coverage	CarrierMonthly Premium.....							
					Health		Employee Cost		Employer Cost		Dental	
					Employer Cost Sngl	Emp Cost Fam	Employee Cost Sngl	Emp Cost Fam	Employer Cost Sngl	Emp Cost Fam	Dental Sngl	Employer Cost Sngl
CARROLL	100	.82	10,000	Time Insurance Co.	123.30		203.75					
CHAMPAIGN	100	.27	10,000	Fort Dearborn Life	91.97		20.12	185.18				
COOK	100	.54	2,500 + Optional	Bankers Life	222.04	438.92			6.48	12.72		
DE WITT			5,000	Fort Dearborn Life	130.20		186.28					
FORD	0	.83	5,000	Prudential	80.69	80.69	8.96	159.54				12.80
HENRY	100	.34	10,000	Fort Dearborn Life	98.14			107.80			Included	
JERSEY					65.00	65.00			65.00	65.00		
KANKAKEE		5.30	10,000	Lafayette Life	115.00	242.00	20.00	70.00				
KENDALL	100	.40	10,000	Pan American	Varies with optional plans - HMO and Blue Cross PPO							
KNOX	65	.70	5,000	North American Life	74.00		39.85	230.05				
LAKE	100	.36	1 x Salary	John Hancock	190.00	190.00			11.20	23.00		5
LOGAN	100	.62	2,500	Fort Dearborn Life	134.31	334.67		200.36	10.82	28.66		1
MADISON					93.00			160.00				
MC DONOUGH				Self Insurance	68.00	90.00	25.48	114.10				
MONROE				Blue Cross	66.30	24.00	33.70	76.00				
PEORIA	100		Last years pay	IMRF	10.82	38.32	43.29	70.79	included in health			
PUTNAM	75	.66	10,000	Fort Dearborn Life	108.12	236.07	36.04	78.69				
STEPHENSON	100	.39	4,000	K.C. Life	1,272	2,076		671				
WHITESIDE	100	.45	10,000	Retna	101.81	66.47		66.47				
WILL	70	3.81	20,000	Hartford	87.56	225.77	9.72	25.08	6.37	19.09	2.72	8

The Union witness admitted that this is a raw comparison and he didn't know what these counties may pay with respect to vacation, sick leave, and personal day benefits and that the Union was not arbitrating family coverage. The Union points out that the adjoining county of Henry pays 100% of the premium for life insurance and 100% for single coverage health insurance; the adjoining county of Peoria pays 100% of the life insurance premium, but only 20% for single health coverage; the adjacent county of McDonough pays 73% of the monthly health insurance premium for single coverage; and Stevenson County, comparable population to Knox, pays 100% of the life insurance premium and 100% for single coverage.

17) The County introduced an exhibit on health insurance coverage for the same counties that adjoined Knox and were 10,000 plus or minus Knox County in population in the rest of the State. This exhibit, showing how much each county pays on health insurance premiums, is as follows:

COUNTY	HEALTH INSURANCE PREMIUM FOR EMPLOYEE ONLY AND % PAID BY COUNTY		HEALTH INSURANCE PREMIUM FOR DEPENDENT COVERAGE AND % PAID BY COUNTY	
HENRY		100%		0%
STARK				
PEORIA	\$27.00	0%	\$94.50	0%
FULTON	HMO PLAN I - \$62.00 HMO PLAN II - \$50.00	100% 100%	HMO PLAN I - \$164.42 HMO PLAN II - \$152.42	0% 0%
WARREN	\$124.61	100%	\$303.89	0%
MERCER	\$118.18	100%	\$340.34	0%
COLES	PLAN I - \$124.19 PLAN II - \$106.25 PLAN III - \$97.13	100% 100% 100%	PLAN I - \$318.74 PLAN II - \$268.03 PLAN III - \$262.28	0% 0% 0%
JACKSON	\$92.02 EMP. & CHILD - \$170.92 EMP. & SPOUSE - \$170.74	\$10.00 \$10.00 \$10.00	\$235.96	0%
WHITESIDE				
WILLIAMSON				
ADAMS	\$143.13	100%	\$199.02	0%
KNOX		65%		0%

18) Countywide there was last month 123 employees in the Knox County insurance program plus 23 others that have dependents so that there is a total of 146 in the insurance program. Of Local 1047B's 13 unit members, there were 7, at the time of the arbitration hearing and an 8th who was soon to be added.

19) For Countywide insurance premiums, Knox County pays \$121,851 per year. The employees in the program, paying 35% of the premium, contribute \$42,647. If the county was to pick up 35% premium for Local 1047B unit members, it would represent roughly 2% of the employees' total wage. If the County contributed 100% of the insurance plan premium for all of its 325 employees, it would cost the County \$417,300. The County would expect that if it paid 100% of the premium, there would be a greater participation in the insurance program. There was a 4% wage increase given the Knox County Nursing Home employees through negotiation and a 2.8% wage increase for the Highway Department. There was no change in the 65%-35% premium contributions.

20) The Jail and Sheriff's Committee Budget contained a line item increasing salaries 4% for jail personnel. There is nothing budgeted for additional insurance premiums.

POSITION AND ARGUMENTS OF THE PARTIES:

PARITY ISSUE

THE UNION'S POSITION: The County/Sheriff has failed to offer any tradeoff or change for watering down the language, having made no effort during contract negotiations to propose anything but elimination of the clause. Its proposal for changed language should be rejected. This clause has economic value to the local union in that if benefits or wage increases are extended to other sheriff department employees, the jailers and matrons will also have those items extended to them as well. It also has important non-economic benefits as it gives the local union security to enter into settlement with the County without fear that each settlement will be substandard compared to other internal County settlements and it gives the Union security and protection from caprice and whim of elected officials who may be prone to throw money and benefits to another group of employees outside the bargaining unit for non legitimate reasons.

Finally, it obligates the County to negotiate with the Union in the event it wants to grant benefits including wage increases to the deputy or other non-bargaining unit employees requiring a justification for any exemption. Providing reasons for the right to increase deputies' pay, for the first time during an interest arbitration, is not only inappropriate, but should not be given weight as such procedure undermines the base tenants of good faith collective bargaining.

THE COUNTY'S POSITION: Based on the Union's representation that its unilateral attempt to equalize benefits such as vacation and personal days between the upstairs employees (jailers and matrons) and the downstairs employees (deputies and clerks) might subject him to an unfair labor practice charge, the sheriff agreed during the 1987-89 negotiations to the parity provision as prepared by the Union and contained therein. He believed he was attaining his desire to have employee benefits the same for all employees. Experience with it has prevented him from raising deputies' salaries in order not to lose them to other organizations who pay more for comparable work. Hence, he wants the parity clause modified to permit this. At the same time, retaining parity in other benefits, with respect to holidays, personal days, sick days, and vacation days. In justification of this position, he contends that wages should not be subject to the parity provision, but limited to other benefits with respect to holidays, personal, sick and vacation days, thus, permitting variation of wages because of different circumstances affecting their respective performances, i.e. patrol deputies working in uncontrolled environment, while jailers and matrons work in controlled environment, difference in amount of schooling and education to qualify for the job, danger involved; 78 deputies were killed in the United States in 1989 versus no local Correctional Officers; there are greater physical requirements for duputies' jobs and finally, he is losing deputies, and their training that the County paid for, to the City of Galesburg and surrounding communities where the pay is considerably more.

Under Illinois law, there are 8 factors the Board of Arbitrators should consider when making a decision. On the parity issue, there are only 2 factors that have applicability. They are "4" comparisons of wages, hours, and conditions of employment with other employees performing similar services and with other employees generally, "6" overall compensation presently received

by employees including wages and other benefits.

With respect to "4", the Union comparison of parity clauses in other contracts, it is the sheriff's position that little weight should be given to these clauses as they deal with units which have been considerably larger than the 13 member unit of this Local, i.e. 400 to 40,000 employees. The Union offered no convincing evidence that similar parity clauses for counties in close proximity to Knox or similar in size to Knox County. In addition, an examination shows that not all of them are true parity clauses.

With regard to "6" dealing with overall compensation presently being received, the Union has offered no evidence other than wages and insurance surveys in support of its position. When compared with employer's detailed survey which includes adjacent counties and those counties within the State that are plus or minus 10,000 in population to that of Knox County. This is a much fairer comparison than those counties chosen by the Union, which offer inappropriate comparable statistics, Knox County fares very well with comparable counties included in its survey. Its starting and median salaries for jailers are third from the top salaries in the list of counties. Its vacation schedule is better; its sick leave and personal days is above average compared with those counties and there are only four other counties out of the eleven referred to that have more holidays per year.

This evidence and the history and genesis of the parity clause justifies changing the parity clause to permit the sheriff some flexibility to treat different employees within the department differently with regard to wages and perhaps fringe benefits. The survey prepared by the Employer shows that the jailers and matrons are already being well paid when compared to other counties.

INSURANCE ISSUE

THE UNION'S POSITION: Factor 4 requires the arbitration board to consider comparable counties on employer insurance benefits when assessing the Union's proposal of 100% health insurance premium funding. The Union's cited comparable

counties are Fulton, Henry, Peoria, Stephenson and Whiteside. (Fulton County data was not included in the Union's exhibit. It does appear on the Employer's exhibit. The Union uses that data in its argument.) These counties are in close proximity to Knox. Henry and Whiteside are within 5,000 population of Knox County. Fulton is approximately 17,000 less in population, but due to its similar size and location, i.e. adjoining it on the South, is subject to the same prevailing economic conditions and therefore comparable. Peoria County is considerably larger than Knox, approximately 140,000 more. It is the economic hub of this area of the state. What it does, affects other counties surrounding it as to wages, hours, and conditions of employment. Its sets the standards against which surrounding counties must compete.

Taking the data from the exhibits, the Union states the following tables show how Knox County compares to the comparable counties on health insurance contribution:

<u>County</u>	<u>Percent of Employer Contribution</u>	
	<u>Single Premium</u>	<u>Family Premium</u>
Knox	65%	0
Fulton	100%	0
Henry	100%	0
Peoria	20%	20%
Stephenson	100%	75.5%
Whiteside	100%	50%

<u>County</u>	<u>Actual Dollar Employer Contribution</u>	
	<u>Single Premium</u>	<u>Family Premium</u>
Knox	\$74.00	0
Fulton	Information Not Available	
Henry	\$98.14	0
Peoria	\$10.82	\$38.32
Stephenson	\$106.00	\$172.00
Whiteside	\$101.81	\$ 66.47

The Union alleges the Employer's counties of Stark, Warren, Mercer, Coles, Jackson, Williamson, and Adams are not comparable to Knox. Stark, Warren, and Mercer counties are smaller in population and do not share the same economic pressures and influences of Peoria County. Coles, Jackson, and Williamson Counties are all in Southern Illinois and bear little resemblance to Knox County.

The Union urges its list of comparables be adopted and utilized by the arbitration panel. In summary, they show four of the five counties pay 100% of single premiums

for health insurance; Knox and Peoria don't pay 65% and 20% respectively. In actual monthly dollar contributions, Knox is 30% below Henry, Stephenson, and Whiteside. Peoria, Stephenson, and Whiteside all contribute to the family plan, while Knox does not.

The Union asserts its final offer on the issue of health insurance is more reasonable when measured against comparables.

The Union requests the arbitration panel to reject the testimony of Knox County Board member that the County has not budgeted for an extension of the health insurance premium from a 65% level to a 100% level. The statute clearly provides for the ability of the parties to proceed to interest arbitration on such a matter. If an employer is permitted to take this position, the Union is automatically precluded from getting such benefit which clearly was not the intent of the legislature.

The County Board Chairman's speculation that granting a 100% premium payment would result in all employees seeking coverage is erroneous as it is not automatic that those who waive the insurance benefits will be allowed enrollment at a later date.

THE COUNTY'S POSITION: Factor 3, the interest and welfare of the public and the financial ability of the unit of government to meet those costs, must be examined by the arbitration panel in considering this issue. The unrefuted testimony shows that the increase of 35% contribution would be the equivalent of a 2% wage increase, which when added to the 4% already granted on December 1, 1989 would be the equivalent of a 6% increase. Such an increase was not budgeted countywide nor for the Jail and Sheriff's Committee. The 4% increase in wages was budgeted and there is no excess from that line item to be carried over to fund an additional premium amount.

A comparison of the Knox County jailers and matrons employee wages and benefits with such employees in other counties, which are adjacent to Knox County or have a population plus or minus 10,000, show they far exceed the average and total wage and fringe benefits. One common comparison that is universally made by arbitrators involved with this type of bargaining unit, is the difference between the Correctional Officer's pay and the Patrol Officer's pay, which in the Knox County case, is a 10%

difference in both starting and maximum pay. The same cannot be said of the counties cited by the Union. Although Knox County is in the minority as far as contributions toward employee health care, Knox County more than makes up for that discrepancy with a higher wages, vacation schedules, personal days and holidays compared to the other counties in the Union's survey. It is significant that in evaluating the issue, other bargaining unit employees settled for a 4% wage increase or less with no increase in costs above and beyond the current 65% employer contribution.

Also to be considered is the fact that the consumer price index increased over the past year 4.8%. If the Union requests for 100% employee premium payment was authorized, its total economic package would be 6% which is above the cost of living increase applicable to this bargaining unit.

OPINION

Since the parties in their Briefs addressed the parity issue first and the insurance issue second this opinion will deal with those issues in the same order.

Parity Issue

The Illinois Legislature in enacting Chapter 48, Section 1614, dealing with security employee, peace officers, and firefighters disputes, provided that the opinions and order as to all issues in those disputes shall be based upon the 8 applicable factors as enunciated in the statute. Of the 8, there are only 3 possible factors which have application to this issue. They are "4" a comparison of 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 in both public and private employment.

"6" the overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time * * * the continuity and stability of employment and all other benefits received.

"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 unit in the public service or private employment.

"4" seemingly has little or no application on this issue. The Union introduced into evidence a number of collective bargaining agreements where there were parity clauses, some similar, others quite dissimilar to the one involved in this case. It admits that the purpose was merely to show that parity clauses are not uncommon. There is little need to consider that fact or even if they were uncommon, these parties had agreed to one in their prior collective bargaining agreement. Those clauses are not of value to the Board of Arbitrators in determining whether the parity language of Section 8 should be changed or modified.

The parity provision, of course, is an attempt to equalize wages and other benefits should the Employer seek to grant one group of employees a more favorable status in the area of overall compensation. To that extent, factor "4" has application. A parity clause is essential to assure the factor "4" goal. Both final offers on this issue seemingly satisfy this objective.

The next inquiry is whether factor "6", dealing with overall compensation should be considered. The employer presents persuasive arguments and testimony indicating that a change is needed to permit the Sheriff to raise salaries of the deputies who are not covered by any collective bargaining agreement in order to retain them and take advantage of their county paid schooling, experience and training for the betterment of the department rather than losing them to other police agencies because of the opportunity for higher pay. The employer's exhibit showing salaries of jailers and deputies in some somewhat comparable counties shows that while there is only a 10% difference in the top salaries for jailers and matrons in Knox County as opposed to the deputies, the difference in the other counties range from a 16% difference to a 48% difference. This, at least, is one indication that Deputies should command a higher salary than Correctional Officers such as jailers and matrons. In making the foregoing calculations, the Southern Illinois counties cited by the Employer in its exhibit were not considered. Such concerns need to be addressed by the

Board of Arbitrators in considering which final offer should be selected. The question posed is which offer best preserves a more traditional greater spread in wages between deputies and jailers.

Factor "8" provides that the Board of Arbitrators should take into consideration such other factors which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining. The Union correctly points out that the parity clause has both an economic and non-economic benefit to the Union. In dealing with a political system, the parity clause is one way of protecting members of a collective bargaining unit when it comes to equal treatment of employees with respect to wages, hours, and conditions of employment particularly wages and benefits. It also, as the Union points out gives the local Union security to enter into settlement agreements with respect to wages, hours, conditions of employment and benefits without fear that once it has been persuaded by the employer to accept offered settlements, the employer will give other groups of employees a more favorable settlement to the detriment of the Union.

Since the County Board as well as the Sheriff are co-employers, under this collective bargaining agreement, the parity clause has application to all county employees, not just those of the Sheriff. The Employer's testimony would indicate that the change was proposed in order to give the Sheriff more leeway in adjusting deputies wages. The Employer's final offer, if adopted, would permit the County to raise wages of all non-bargaining unit employees and entering into modified agreements with other bargaining unit employees in greater percentages than have been agreed to by this Union. The offer, as made, asks the Union to "buy a pig in a poke". It knows it will have application to deputies, but has no way of knowing what other wage changes the Employer might make for other non Union employees or in other bargaining units which would not keep its members on a parity with all County employees.

One of the factors traditionally used or taken into consideration in collective bargaining is that once a contract term has been adopted, any change therein must be justified at the bargaining table which justifications, if not persuasive enough to affect a change, is bargained away in exchange for some other concession on the part of the party seeking the change. In this case, the evidence indicates that the primary purpose for suggesting

a change was to be able to increase wages of the deputies. This was never discussed with the Union during bargaining negotiations. All that was discussed was an abolition of the entire clause. Interest arbitration is not well served when the parties come to the hearing without at least an attempt to negotiate a specific result desired. To adopt the Employer's last offer, where there has been no negotiations with respect to its final form and with the proposed amendment being open ended so that it is not limited to deputies, the Board is not justified in adopting the Employer's last offer of parity which would permit more than the evidence indicated is needed. While the Union may not need the parity clause in the exact form of its last offer, it does need that protection for the benefit of its unit members. Its modification initially should come through failed negotiations on the specific need for modification before any modification is decreed through interest arbitration. In this case there has been no negotiations with respect to what is contained in the Employer's final offer. In spite of the fact that there is merit in the Employer's position for a need to raise deputies wages and for a need of a greater wage spread between deputies and jailers, it offers no proposal specifically tailored for that need. The Employer's proposal would require the Union to give up a benefit greater than the Employer has a right to expect.

The Board, based on the foregoing considerations giving consideration to the applicable statutory factors, therefore, adopts the Union's last offer as to this issue.

Insurance Issue

Of the 8 factors, the Board is required to consider factor "3", the interest and welfare of the public and the financial ability of the unit of government to meet those costs; factor "4", a comparison of wages, hours, and conditions of employment of the employees involved with the wages, hours, and conditions of employment of other employees performing similar services in both public and private employment; and factor "8"; those factors normally or traditionally taken into consideration in collective bargaining seemingly are the only ones applicable to this issue.

As the Union correctly points out, the fact that there is no line item budgeted to take care of an increased insurance premium does not prevent the Board from considering this issue if the increase is justified, budgetary restraint can be changed or altered; nor does the fact that it would cost the County a possible

additional amount of \$417,300 absent a showing that its County taxing base is so extended that taxes couldn't be raised to meet this amount.

The Union's final offer on the issue of health insurance is more reasonable than that of the Employer when measured against a comparability factor of its list of what is considered comparable counties. With four of the five counties paying 100% of the single premium for health insurance and three also contributing towards a family premium, it urges that Knox County's contribution is inadequate. This is further demonstrated by the fact that its contribution for single premium is only \$74.00, 30% below that of the other counties. If the Board assumes that the counties referred to by the Union represent comparables, it has to conclude that on the basis of comparables, Knox County lags behind these comparable counties in the payment of insurance premiums for its employees.

The Employer's exhibit shows health insurance premiums for employees only and the listing eleven counties percent of the premium paid by those counties. Three of them, Coles, Jackson, and Williamson, are all in Southern Illinois and can hardly be considered comparables as they are not located in the same general area of the State as is Knox County. Of the eight other counties, five of them pay 100% of the employee insurance premium, two contribute nothing; Knox County contributes 65%. Thus, the Board does not need to determine whether all of the counties cited by the parties are comparable. No matter which parties' comparables are used, the conclusion is still the same. Knox County lags behind in its payment of employee insurance premiums.

The Employer relies on factor "3". It doesn't argue that it would not have the ability to pay the premium, only it would be costly. Rather that Knox County's payment of other fringe benefits when compared with the comparable counties, makes the employees comparable with other counties in the overall payment of compensation, and that, in fact, if it paid all of the bargaining unit's insurance premiums, it would amount to a 2% increase in total compensation. It would, when considered with the already granted 4% increase in wages, result in a 6% increase contrary to what has been granted other bargaining units and other employees. The evidence justifies this conclusion; a 2% increase would also be greater than the 1.33% loss in the cost of living.

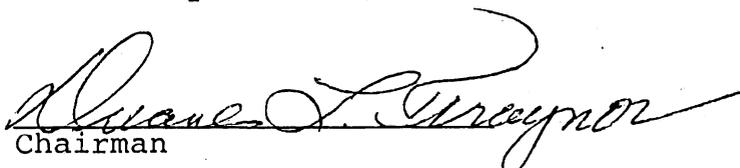
If the Board was only to consider the fact that Knox County lags behind other counties when it pays only 65% of the employee health insurance premiums, it could easily be persuaded that the Union's last offer on this issue

should be adopted. We must, however, also consider the fact that to adopt such an issue would amount to a 6% increase in compensation rather than the 4% offered all other bargaining units except the Teamsters, which was even less plus the same fringe benefits. Giving consideration to factor "8", voluntary collective bargaining, on this issue could only result in a stalemate as the Employer, by reasons of policy considerations, cannot agree to raise the total compensation of one group of employees over all other groups of employees. This discriminatory treatment, absent a concession by the Union in some other area sought by the Employer, cannot be justified. In so far as the evidence before the Arbitration Board indicates, the Union has made no offer to trade the sought after economic benefits in exchange for some other economic benefits, nor has the Employer sought such a change. The need for uniformity must prevail over a request for greater economic benefits than is given to other employees.

It is for these reasons, giving consideration to the applicable statutory factors, that the Board adopts the final offer of the Employer with respect to this issue.

A caveat to this Award is needed. On the face, the Award would appear to be a compromise. This, in fact, did not occur. There are valid and persuasive reasons why each of the issues were decided as they were.

Dated at Springfield, this 19th day of June, 1990.


Chairman

Dissent:

Concur:

Dated _____


Dated 6/21/90

Dated _____


Dated 6-22-90

