

ARBITRATION AWARD

In the Matter of the Arbitration)	
)	
Between)	CASE NO. S-MA-91-18
)	
ILLINOIS STATE LABOR RELATIONS BOARD))	
JACKSON COUNTY SHERIFF'S DEPARTMENT))	FMCS NO. 91-09678
)	
And)	ALBERT A. EPSTEIN
)	Arbitrator
ILLINOIS FRATERNAL ORDER OF))	
POLICE LABOR COUNCIL, LODGE 117))	

INTEREST ARBITRATION BETWEEN JACKSON COUNTY SHERIFF'S DEPARTMENT AND ILLINOIS FRATERNAL ORDER OF POLICE, LABOR COUNCIL, LODGE 117

THE PROCEEDINGS

The above parties, unable to resolve terms of their Bargaining Agreement relating to wages and longevity and the language of the Agreement governing fair share for the period beginning with December 1, 1990, and ending on November 30, 1991, submitted the matter to the Illinois State Labor Relations Board for determination. The undersigned was appointed as Chairman of a Board of Arbitration to resolve the issues between the parties. The parties agreed to waive the three member tripartite panel of arbitrators as provided in Section 14 of the Illinois State Labor Relations Act and agreed to proceed with the undersigned as a single neutral arbitrator.

The parties also agreed to waive the time limits involved in the procedure.

Hearings on the matter were held on August 22 and August 23, 1991, at the School of Law at Southern Illinois University in Carbondale, Illinois. Both parties were represented and fully heard, testimony and evidence were received, a transcript of the proceedings was taken and both parties filed post-hearing briefs.

APPEARANCES

For the Sheriff's Office:

Ms. Treva O'Neill	O'Neill and Covin
Mr. Eugene E. Chambers	Labor Committee Chairman
Mr. William I. Kilquist	Sheriff

For the Federation of Police:

Mr. Wayne M. Klocke	Counsel
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At the beginning of the hearing, the parties stipulated and agreed as follows:

1. That the proceedings herein are governed by Section 14 of the Illinois Public Labor Relations Act;
2. That the arbitrator has jurisdiction over the subject matter and the parties;
3. That the parties waived the right to a three-member tripartite panel of arbitrators as provided in Section 14 of the Act and agreed to proceed with a single neutral arbitrator;
4. That the term of the Collective Bargaining Agreement at issue herein shall be December 1, 1990, through November 30, 1991;

5. That the unresolved bargaining subjects which the parties are submitting to the arbitrator for decision are as follows:

- a) Wages and longevity for the term of the Agreement;
- b) The language of the Agreement governing fair share

6. That the parties stipulate and agree that the issues concerning wages and longevity are economic in nature and that the issue concerning fair share is non-economic in nature;

7. And as to those issues which are economic in nature, Section 14 of the Act mandates the arbitrator select either the final offer of the Union or the final offer of the Employer with respect to each issue in making his award;

8. That with regard to the non-economic issues, the Arbitrator has the statutory authority to select the Union's final offer, the Employer's final offer or to fashion language which the Arbitrator believes is appropriate;

9. That the Arbitrator has the express authority and jurisdiction to issue an award providing for increases in wages and other forms of compensation retroactively to December 1, 1990, pursuant to Section 14 of the Act and the Rules and Regulations of the Illinois State Labor Relations Board;

10. That the parties have reached tentative agreement involving all items except for those at issue before

the Arbitrator in the instant case and ask the Arbitrator to include the same as part of the decision and award;

11. That all items and terms of the current Collective Bargaining Agreement which have not been the subject of a tentative Agreement in the current negotiations, or which are not at issue herein, shall remain status quo.

Automatic advancement from step-to-step in the longevity matrix will be continued effective December 1, 1990.

I. ECONOMIC ISSUE

The Union's final offer, as previously submitted at the Arbitration Proceeding, is:

- Patrol: Increase base (Step 2) wage and each subsequent step by the amount of \$90.00 per month effective December 1, 1990. (Including Patrol Sergeants).
- Jailers: Increase base step (Step 1) wage and each subsequent step by the amount of \$60.00 per month effective December 1, 1990. (Including Jail Sergeants).
- Dispatchers: Increase base (Step 1) wage and each subsequent step by the amount of \$100.00 per month effective December 1, 1990. (Including Dispatch Sergeants).

The County's final offer, as previously submitted at the Arbitration Proceeding, is:

- Patrol: Receive the appropriate matrix step increase retroactive to December 1, 1990, but no additional increases to the Patrol Officer matrix itself. (Including Patrol Sergeants).
- Jailers: Receive the appropriate matrix step increase retroactive to December 1, 1990, but no additional increases to the Jailers matrix itself. (Including Jail Sergeants).
- Dispatchers: Receive the appropriate matrix step increase retroactive to December 1, 1990, but no additional increases to the Dispatchers Matrix itself. (Including Dispatch Sergeants).

The County opposes any salary increases except scheduled step-increases being made retroactive.

ISSUE II - FAIR SHARE FINANCIAL OBLIGATION

The Union proposes that Section IV, Section 2, shall provide as follows:

Section 2. Fair Share

Any present officer who is not a member of the Lodge shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Lodge dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All

officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall with respect to any officer in whose behalf the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the employee, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Council on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

(1) The Lodge has certified to the Employer that the affected employee has been delinquent in his obligation for at least thirty (30) days;

(2) The Lodge has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Lodge of his obligations pursuant to this Article and of the manner in which the Lodge has calculated the fair share fee;

(3) The Lodge has certified to the Employer that: a) the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Lodge or pursuant to procedures specified by the Illinois State Labor Relations Board for the purpose of determining and resolving any objections the employee may have to the fair share fee; and b) that the Lodge has otherwise complied with the requirements set forth in Chicago Teachers' Union vs. Hudson, 106 U.S. 1066 (1986), and subsequent applicable case law, with respect to the constitutional rights of fair share fee payors.

Section 3. Lodge Indemnification

status quo (current Section 2)

Section 4. Payment of Dues

The aggregate deduction of all Lodge employees who have signed the proper authorization, plus any fair share fees, shall be remitted to the Lodge each month.

The County's final offer with reference to Fair Share of financial obligation is as follows:

The County of Jackson proposes no provision for Fair Share be added to the contract between the parties.

The Illinois Public Labor Relations Act sets forth factors upon which the Arbitrator is required to base his findings, opinions and order. Section 14(h) provides:

Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (1) The lawful authority of the Employer;*
- (2) Stipulations of the parties;*
- (3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs;*
- (4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration 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; and

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

Section 14(h) (5) of the Act mandates that the parties and the Arbitrator take into account the impact of inflation on the employees' salaries and purchasing power. The Union points out that in order to assess the impact of the cost of living on the purchasing power of the employees it must first convert their salaries to numbers upon which valid comparisons can be made. It further notes that in order to evaluate the impact of inflation, employee purchasing power in dollars of the same year must be compared. In order to provide the proper mathematical base for comparison the Union converted the employees salary as of July, 1991, to the average value of a dollar in the years 1982-4, and it compared the salaries proposed by the Union

for Decdmbber, 1990, to the average value of a dollar in the years 1982-4. The base year of 1982-1984 was chosen because it is the only one currently used by the United States Department of Labor, Bureau of Labor Statistics, in assessing the impact of inflation.

The Union notes that in June of 1990, the Bargaining Unit received increases in pay and that this was not the normal time during the fiscal year when pay raises are normally made effective. The employees settled wages for the fiscal year 1989-90 by means of a settlement bonus, which was a one time bonus and received pay increases for that fiscal year in June of 1990. In other words, the employees received pay increases when the successor contract became effective in June of 1990, but did not receive retroactive pay to December of 1989. Taking this into consideration, the Union submitted Exhibits calculating the impact of the cost of living from December, 1988, to June, 1990. The effect of the increase in pay in June, 1990, caused the employees to gain on the cost of living by 3.90% for that period of December, 1988, to June, 1990. However, from the period of June, 1990, to the date of the last pay increase to July, 1991, using the July, 1991, CPI-W Index, the employees experienced a loss of buying power of 4.47%. CPI-W is the reference base for urban wage earners and clerical workers. Using the United States CPI-U, the employees experienced a loss of buying power of 4.63% (CPI-U is the reference base for

all urban consumers.)

The Union analyzed what the impact upon the cost of living would be if its proposal was adopted and submits that the gain upon the cost of living is minimal - ranging from the high of 0.65% to the low of 0.08% (using the CPI-W for patrol officers). Using the same analysis for each of the other groups of employees there is some minimal gain on the cost of living as well. For jailers, the Union points out that the range is from 1.53% to 0.60%, and for dispatchers from 1.44% to 0.14%. It also notes that the analysis was performed at an earlier date so that the CPI indices have risen at the time of the arbitration hearing. The Union quotes the most current figures which are available from the Bureau of Labor Statistics for the Month of September, 1991, and points out that the Bargaining Unit employees loss to date is 5.10%, using the September, 1991, CPI-W, and 5.31% using the September, 1991, CPI-U.

In response to the attempt of the Employer to discredit the above analysis by asserting that longevity movement was not included in the calculations, the Union points out that the analysis was done based on the pay plan of the Jackson County employees covering patrol, jailers and dispatchers, and takes into account the movement through the pay plan from start to twenty years. It notes that the employees have had longevity steps frozen since December of 1990. The Union also points out that the Employer presented no evidence on the effect of the

cost of living upon the members of the Bargaining Unit, but it notes that the record shows that the regularly scheduled step movement is worth less than one percent (1%) per year. Therefore, even if step movement is considered when assigning the impact of inflation, the Union claims that its offer is by far the fairest.

The Union also suggests that common practice within the industry and the record in this case should prevent the Arbitrator from considering step movement as an off-set against inflation for the following reason: The step movement increases are a longevity plan that rewards employees for the increased competence that is presumed to accompany increased length of service; the step increases are not part of a cost of living adjustment clause. Furthermore, the Union notes that the step matrix was negotiated into a prior contract as a methodical means of advancing pay solely due to length of service and was never intended to be a substitute for the base pay adjustments that must be made to compensate for factors, such as cost of living.

With reference to external comparability, the Union points out that selection of appropriate external comparables is a difficult task, but it notes that it is quite clear that appropriate comparables can never be selected on one factor, (such as population alone). The Union suggests rather that one must look to a variety of factors and the interaction of those factors and

search for a convergence of similarities that indicates a composite likeness. Using this approach, the Union studied total population, jurisdictional population and median home value. In addition, it stressed factors, such as the presence of a major State University. In addition, the Union studied population and home values historically or longitudinally looking at both 1980 and 1990 data. It points out that historical analysis is significant and that the Union eliminated Henry County which otherwise would have been included, because Henry County was subject to declining population and declining median home value in the decade of the 1980's.

The Union points out that the county developed only three lists, each based on a single factor, and that the major area of dispute is the Union's effort to include DeKalb County and the employer's reliance upon geographical comparables. Nevertheless, the Union notes that the County did recognize DeKalb as comparable in its own list of comparable counties. Furthermore, in that same survey the surrounding counties of Franklin, Hamilton, Jefferson, Johnston, Randolph, Saline, Union, Washington and Wayne were excluded as comparable communities, but the County chose to use them as comparable communities in the arbitration proceeding.

The Union recognizes that DeKalb County is larger in total population than Jackson County (which is involved in the present case). However, it notes that DeKalb County has a major State

University, such as Jackson County, and that the inclusion of DeKalb County on the Union's list was necessary to bring the population averages nearer to Jackson County's actual population. It points out further that with the inclusion of DeKalb County the average total and jurisdictional populations of the Union's comparables are less than Jackson County.

The Union charges that the record clearly establishes that in offering a base wage freeze the County has offered substantially less than the standard increase when compared with recent pay increases among the comparable counties on either party's lists. Furthermore, in offering a wage freeze, the County logically and by its own exhibits diminishes the Bargaining Unit standing in comparison to the other deputies and officers of the County as offered as comparable.

The Union points to recently negotiated pay increases in Jefferson and Franklin Counties which were two counties that were included in the Employer's list of comparable communities. It stresses that with regard to Jefferson County, there was a four percent (4%) increase in base salaries plus another approximate four percent (4%) in cost to the Employer in implementing a twenty (20) year longevity plan. With regard to Franklin County, there were negotiated an increase of \$1,000.00 per year for patrolmen, \$1,300.00 for correctional officers for the first year and an additional \$1,000.00 for an officer in the second year of service, and also that there is a complete reworking of

the longevity plan from a flat bonus dollar amount to a percentage increase in base salary analagous to the longevity matrices in Jackson County and Williamson County and several others. The Union also points out that since the hearing in this case, both of the above contracts have been ratified by the Bargaining Units and their respective employers, and both Collective Bargaining Units have been filed with the Illinois State Labor Relations Board.

With reference to other factors which are normally taken into consideration - such as productivity and workload, the Union notes that while productivity is not specifically mentioned under Section 14(h) of the Act, the Union believes that productivity is another factor which is "normally or traditionally taken into consideration in determination of wages, hours and conditions of employment through voluntary collective bargaining mediation fact planning, arbitration or otherwise between the parties in the public service or in private employment." It suggests that index crimes per officer will disclose the average workload and productivity within the Bargaining Unit. In this connection, it cites an arbitration award involving the City of DeKalb and the DeKalb Professional Firefighters Association in which the arbitrator sets forth that where the duties of a particular employee group have changed substantially or whether new techniques or other factors have substantially increased production and demands for work on the part of the Bargaining

Unit employees, the increases in demand on personnel during ordinary working hours have in fact increased the efforts on productivity of the Bargaining Unit employees substantially and that under these facts the employees have a right to demand extra compensation for this particular fiscal year. It supports the Union's demand in this case that greater output is one basic way to justify greater compensation, and that under those circumstances the Union has a right to demand extra compensation. That decision also sets forth that greater output is one basic way to justify greater compensation whether the productivity increase applies to private or public sector employees.

The Union contends that the same productivity practice would justify adoption of the Union's wage proposal in the DeKalb case are present in the instant case and justify adoption of the Union's proposals. The Union argues that although methods and procedures have not been changed in Jackson County, the Union's exhibits clearly demonstrate that index crime has risen to a point in Jackson County where it far exceeds levels in otherwise comparable counties. It contends that Jackson County officers have a higher work load than the officers in any of the comparable counties offered by either the County or the Union.

The Union also notes that the level of service and professionalism in the Jackson County Sheriff's Department is high and it refers to testimony in the record that Southern Illinois Jackson County has a higher workload, a high crime rate and a

busy department.

The Union submits that it is self-evident that productivity is the key factor used in determining pay increases for the private industrialized unionized sector and it cites the Act as dictating that such a consideration should be given equal weight in determination of wages, hours and conditions of employment in the public sector. It also cites testimony of Sheriff Kilquist that the quality of applicants for the department is high and that the Sheriff believes that the quality of the applicants for positions in his department are extremely high and that he has been able to hire the highest type of employees for the dispatch position and as jailers. The Sheriff also was quoted as testifying that if the County's offer in this case is adopted there would be a serious effect upon the morale of the department.

The Union presented material indicating that crime in Jackson County has increased every year since 1985 and has increased by 39.37% from the period of 1988 to 1989. The Union indicates that its principal source "Crime in Illinois" is recognized by the County as a source for several items of data which it presented in its behalf.

With reference to the history of bargaining, the Union submits that it is unfortunate that the County has adhered throughout the negotiations to an unreasonable demand for an eight percent (8%) wage cut. It quotes the County as arguing

that its offer of a salary freeze was justified by the large pay increase which the Bargaining Unit members had received only a few months before these negotiations began, but it submits that it is unreasonable to think that the Union would fight strenuously for a pay raise, achieve a mutual agreement affording its members that raise and then expect to give it back only a few months later. In this regard, the Union quotes the DeKalb Firefighter arbitration where the arbitrator sets forth that the concern of the panel and its authority to evaluate comparisons is limited to the current agreement because the parties themselves had control over salaries and benefits previously negotiated.

In response to the contention of the County, which urges the arbitrator to examine the historical pay increase in the solitary light of the percentage only, where the County takes the position that it gave a substantial increase during the last negotiation - the Union notes that the increase in the last negotiation covered two years of increases and that the Union had settled for a lump sum increase in lieu of retroactivity for one year, so in effect the employees were catching up for two years of missed pay increases.

With reference to "catch up" increases in pay, the Union cites arbitral precedents indicating that when a group benefits from "catch up" increases in the past, that fact does not justify a lower than average wage increase in the present or future

because undoing catch up is likely to cause a return to the former situation.

The Union notes that the County in effect seeks to take back that which it agreed to during the last negotiations by freezing the employees' wages, and it points out that if the County had wished the previously negotiated increases to cover an additional year it could have taken that position at the time, and that the County's representatives should have in that case notified the Union that the increase was not intended to cover two years of salary increases but rather three years. The Union urges the Arbitrator to examine the previous salary increase in the totality of the circumstances, not merely by weighing the percentage against that routine in negotiated or awarded in the absence of extenuating circumstances. The Union claims that there were specific reasons that warranted the increase in the last negotiations and complains that the County chooses now to overlook those reasons and requests the arbitrator to do the same.

The Union stresses that the County has neglected to draw attention to the fact that the employees of Jackson County pay eighty-nine percent (89%) of their "employee only" health insurance costs when the standard in the police industry is for the employer to pay one hundred percent (100%) of those costs, and those same employees who bear the high share of the single insurance coverage are saddled with one hundred percent (100%)

of their dependent insurance costs, while their comparable counterparts enjoy employer contributions ranging up to one hundred percent (100%) fully paid. The Union notes that the Employer disregards this disparity in insurance obligations yet is objecting to the Union's request for an increase. The Union stresses that the previous increase negotiated covered two years and not one year and, therefore, is not out of the ordinary range of five percent (5%) that this Union regards as norm in the police industry. The last increase did not include any retroactive effect at the insistence of the Employer over a Labor Board technicality. Therefore, the Union maintains that the insurance costs borne by employees of Jackson County are totally out of balance when compared to the industry's standard - despite the fact that the Employer seeks a pay freeze.

The Union also notes that Section 14(h) of the Act requires the arbitrator to consider the overall compensation presently received by the employees, including the ~~direct~~ wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits and the continuity and stability of employment and all other benefits received. The Union stresses that the Act does not include "previously negotiated pay increases" and, therefore, the meaning of the language is clear and unambiguous that the reference is to the compensation presently paid.

In dealing with the issue of the interest and welfare of the public and the Employer's liability to pay, the Union raises the question whether Jackson County has the ability to pay the final offer of the Union, and is it in the best interests and welfare of the public of Jackson County to do so? The Union notes that the Employer carefully avoided saying, "inability to pay" during the hearing in this arbitration and held to its proposal to, first, of an eight percent (8%) cut in pay, and then a pay freeze based on the premise of "inability to pay." The Union refers to the statement of Counsel of the County setting forth "the economy here is struggling even more than it is in the rest of the state and Illinois itself is an economic problem at this time." Counsel for the County is also quoted as stating that the County government is in a position of having to make choices and look at the service it provides and would it pay to have these services provided. Counsel further noted that the issue is whether, given the shrinking resource of governmental services and governmental unit and the increasing demand of the population for services, the level of tax dollars for these particular employees should be increased at this time. Counsel is further quoted as saying "The issue is certainly not whether these are valuable employees. They are. The issue is not whether they perform valuable services to Jackson County citizens. They certainly do."

The Union argues that at no time did the County indicate an

objective verifiable inability to pay the cost of the Union's demands. The Union submits that it was the County's intent to couch "inability to pay" in vague terms because it did not want the burden of proving an inability to pay because such inability simply does not exist.

The Union contends that employers who have pleaded inability to pay have been held to have the burden of producing sufficient evidence to support such a plea and that the alleged inability must be more than "speculative" and failure to produce sufficient evidence will result in a rejection of the plea.

The Union cites an arbitration proceeding involving a wage increase for police officers to bring them generally in line with police in other communities where the Arbitration Board recognized the financial problems of the city, resulting from temporarily reduced property valuations during an urban redevelopment program, but the Board in that instance clearly stated that a police officer should be treated as a skilled employee whose wages reflect the calibre of the work expected from such employees, and, therefore, the Arbitration Board would not adopt the contention that the Police Department in that case must continue to suffer until the redevelopment program was completed. The Union also cites an arbitration involving the City of Quincy, Illinois, where the arbitrator held that the price of labor must be viewed like any other commodity which needs to be purchased, and that the City may not plead poverty in re buying a commodity for less

than its established price.

With reference to the interest and welfare of the public the Union cites arbitration awards holding that the public has an important interest in employing and keeping competent, dedicated police officers and in an award involving the East St. Louis Firefighters the Arbitration Panel held that the City has the obligation of funding increases in wages and that the City employees who by law are denied the economic weapon of striking may not suffer a cutback in wages due to the loss of the purchasing power of the dollar.

The Union argues that there is nothing in the evidence in this case indicating that Jackson County cannot pay the wages sought by the Union, and that, in fact, evidence presented by the Union proved that the County has the ability to pay even though it may not want to allocate its resources to this particular group of employees.

It was also noted that the County apparently has money to spend on capital improvements and repairs which the Union urges should not take precedence over wages. The Union also cites the statement of the Administrative Assistant to the Jackson County Sheriff in a memo to the Finance Committee in October of 1990 where it was stated that cuts in the budget covering police salary increases might interfere with operating the County Jail in compliance with state standards or discontinuing essential neighborhood watch and crime prevention programs or discontin-

uance of investigations of residential burglaries. It also cites the proposition that in government accounting relating to the budget process, goods and services, such as education, police and fire protection, and sanitation are often considered among the most critical to the public interest and well being. The Union recognizes that the undersigned cannot impose a plan budget or capital improvements budget upon the County and cannot order the County to implement a different system of budgeting, but the Union insists that its Bargaining Unit members should not suffer the consequences of poor planning and poor financing of capital projects through general fund revenues by Jackson County and thus force the police to have their wages frozen. It maintains that despite the fact that long term planning and the use of capital budgets . . . unemployed in Jackson County, there is not an inability to pay. It points out that there was no evidence to support the County's contention that revenues from services would decline and it cites the increase in property taxes in support of its argument.

With reference to the financial cash position of the County, the Union charges that the County has chosen to pick a point in time relating to its financial status where property taxes have not been received and where the bank balance was low in order to give the arbitrator a picture of the financial condition of the County. The Union argues that even the County witnesses support the proposition that there is no reason to

anticipate that the ending fund balance for 1991 would be much different than the ending fund balance for 1990, and according to the audit that amount would be approximately \$1,145,000.00, thus providing no basis for the County's request for a wage freeze.

With reference to the issue of fair share, the Union submits that the Illinois Public Relations Act gives guidance to the parties concerning the definition of fair share and those terms which should be set forth in fair share agreements. In response to the contention of the County that the participation of unit employees should be up to each employee, the Union submits that its final offer does not compel Union membership and provides a form for fair share members to object to the payment of fair share through an impartial arbitrator. It maintains that its proposal does not force an employee to belong to the Union. The Union stresses that requiring members of the unit to participate in the fair share of the costs of the Collective Bargaining process and contract administration and in pursuing matters affecting wages, hours and conditions of employment, is in accord with requirements of state law. It notes that nobody should be required to join an organization against his will and that the fair share proposal by the Union does not require individual bargaining unit members of the Union, but it does require individuals who are receiving benefits from Union representation to pay their fair share of the costs of that representation.

In response to the suggestion of the County that the Union

is trying to obtain something in this proceeding that it could not get in collective bargaining, the Union notes that the record indicates that the County had previously agreed to a fair share provision but on a tentative basis which ultimately was not approved by the parties.

The Union maintains that its proposal for a fair share agreement in the contract does not put a burden on the County, does not require any person to join the Union against his or her will, affords an aggrieved employee the right to object to fair share and the right to a hearing, allows fair share employees to pay the determined fee to a charity and, therefore, the Union requests that its proposal is in keeping with the terms of the Act and consistent with prevailing case law.

In conclusion, the Union maintains that its offer on wages is supported by the cost of living income by an analysis of the current rates of pay among the appropriate comparable communities, and by the productivity of the Bargaining Unit. It stresses that the County has the ability to pay, yet it seeks to freeze the Bargaining Unit wages. It also stresses that the County seeks credit for what it claims was an extraordinary increase in the last negotiations, but that increase in reality only constituted an average of five percent (5%) per year for each of two years. It stresses that the Employer is requesting the arbitrator to freeze the wages of the employees involved herein in the face of the fact that the County will continue to reap the benefit of its employ-

ees underwriting the costs of their own insurance, a practice not justified by the comparables or its ability to pay.

The Union submits that the position of the County is unreasonable and would do an injustice to the employees of the Jackson County Sheriff's Office and it, therefore, asks the arbitrator to see that justice is done at Jackson County and that the Union's position be upheld.

Jackson County notes that it is one of the southern most counties in the State of Illinois and as a part of southern Illinois it has an economic base which relies heavily on local and state government as a source of employment. It also points out that the region suffers from relatively high unemployment rates and low per capita income and stresses that the location of a large state university in the County provides jobs and attracts both faculty and students to the area, but also occupies a large part of the County's real estate and pays no property tax. It notes that the County has a population of approximately 61,000, which is 22nd in the rank of 102 counties; property with an equalized assessed value of approximately \$239,000.00 in 1988 - 30 among 102 counties; per capita income of \$13,152.00 - 92nd in the rank of 102 counties; and a per capita equalized assessed value of \$3,919.00 - 94th of 102 counties. The County also submits that the citizens of Jackson County pay higher tax rates than most citizens of the state. It notes further that the Jackson County Board made up of fourteen elected officials oversees

a yearly budget of approximately \$10,000,000.00, including general revenue and special revenue for specific services in providing services to the citizens of the County.

The Jackson County Sheriff's Department consists of a sheriff, who is responsible for police work in the unincorporated areas of Jackson County, who operates and oversees the Jackson County Jail for all prisoners in Jackson County and operates a County dispatch service which includes dispatching for the Sheriff's Patrol Officers and emergency (ambulance) dispatching for the County. The County notes that the expenses for the Department, including the jail, have risen from \$1,090,053.00 in 1986 which was thirty-one percent (31%) of the total County general revenue to \$2,145,157.00 in 1990 (thirty-eight percent total County general revenue), It also notes that the assessed valuation for 1989 increased to \$244,637,762.00 as shown in the last quarter.

The County points out that the Illinois Fraternal Order of Police Labor Council represents the employees in the Bargaining Unit and that the County recognized the Union as the exclusive representative prior to bargaining rights being given to police by the Illinois Law. The unit consists of Patrol (16 officers, including Sergeants); Dispatch (6 officers, including Sergeants); and Jail (16 officers, not including Sergeants) for a total of 20. The County also notes that vacancies exist at this time in both the Dispatch and Jail areas, and that the number of Jail officers approximately doubled in the last few years with

the building of the new jail. It notes further that the latest Labor Agreement between the parties covered the period of time from December 1, 1986, to November 30, 1989, and was extended and wages increased by agreement to December 8, 1990, which are the wage rates now in effect.

The Labor Agreement between the parties effective December 1, 1986, established wages for the years December 1, 1986, to November 30, 1987, and wages effective December 1, 1987, to November 30, 1988. The parties agreed to reopen for wages to cover December 1, 1988, to November 30, 1989, but even though tentative agreements were reached which provided for both wage increases and increases in health insurance benefits, the Union rejected that type of agreement, and it was not until August of 1990 that the parties, in fact, reached agreement. At that time employees presently employed received a lump sum amount in lieu of retroactivity for a wage increase. This lump sum payment consisted of \$1,710.00 to Dispatch, \$1,800.00 to Jail officers and \$1,890.00 to Patrol officers.

Effective June 1, 1990, the unit received the following increases to the matrix salary: \$200.00 per month to Patrol officers (11.83%); \$195.00 per month to Jail officers (13.44%); and \$190.00 per month to Dispatchers (15.24%). In addition, the Agreement provides each individual employee a "step increase" on his anniversary date. The step increases are as follows: Patrol Officers: \$227.88 per step; Jail officers:

\$193.91 per step; Dispatchers \$189.27 per step.

The County notes that the parties began negotiations again in September, 1990, for a contract to be effective December 1, 1990, through November 30, 1991, and that the Union's first proposal requested a wage increase very similar to what it is now asking in arbitration. The Union also requested \$100.00 per month to the matrix base for Patrol officers and Dispatch and \$60.00 per month for Jail officers. The County's opening proposal was a 10% reduction in salary, basing its position on the fact that the total County budget for fiscal year December 1, 1990, to November 30, 1991, called for reducing spending of approximately ten percent. Mediation was unsuccessful, although the County eventually requested a wage freeze as opposed to reductions.

No reductions in salaries were made but most step increases were given after December 1, 1990, and the Union thereafter made changes in its proposal. Prior to the request for mediation four meetings were held between the parties, and thereafter a request was made for the arbitration. While several items remained at issue prior to arbitration, all except wages and fair share were eventually resolved by the parties. All agreed changes to the contract were made part of the record in this case, as the parties' stipulation indicates, to be made part of the arbitration award.

With reference to the non-economic issue where the Union

requested language changes in the contract to require non-Union members to contribute to their organization, the County points out that the proposal would change Article IV of the current contract to require the Employer to withhold the Union's assessment from the salary of all employees, whether requested by signing a deduction card or not. The only limitation on the amount to be withheld was that it cannot exceed the amount charged to members, even though members have benefits not granted to non-members.

The position of the County on the terms of Article IV is to request the present contract language.

With reference to economic issues, the County points out that the interest and welfare of the public and the financial ability of the unit of government support the County's position. The County notes that Jackson County, along with many other units of government, is caught in the struggle to provide services to its citizens without unreasonably taxing them for these services, and that in times of recession and lack of economic growth the tension between the goals becomes extremely difficult. The County asserts that while it wishes to reward its police and jail officers, it must also consider the safety needs of the public (the number of police officers needed); the many other County employees and other County services as well as tax burdens inflicted upon its citizens. The County points out that the evidence indicates that the instant bargaining group and the service

provided by it has been given an ever increasing amount of revenue and ever increasing portion of the County's revenue. It maintains that the County's offer is fair to the employees and is demanded by the interest and welfare of the public, despite the fact that the County does not argue that it is bankrupt or that it has no money. It does maintain that the wages paid out are fair and reasonable and that to pay more to this group will deprive the public of essential services, deprive other employees of reasonable salaries and unreasonable burden the taxpayers of Jackson County.

In relation to the sources of funding, the County points out that it receives revenue from its property tax, sales tax, interest from investments, service fees (revenue for services), inter-governmental revenue and miscellaneous revenue. Despite the fact that it has one of the highest tax rates of any county in Illinois and the very highest of all comparable counties, the County maintains that the revenue received from the general area of property taxes remain almost constant.

With reference to property tax, the County notes that from 1986 to 1990, the total increase in revenue generated by the general levy (or corporate levy) was \$33,746.00, or approximately one percent (1%) per year, and that this levy is the only one that provides discretionary funds for the County's use, and that its level is at its highest legally allowable rate which is twenty-seven cents (27¢). It also notes that the County has

increased the levies extended for Workman's Compensation, liabilities and unemployment, but these funds cannot be used to finance the County's general expenses.

The County also points out that despite the present high tax rate, taxpayers will soon experience a three and one-half percent increase in their tax bill to fund state mandated costs in the County Sheriff's social security and the Illinois Municipal Retirement Fund.

With reference to sales tax receipts, the County submits that it receives a portion of state collected sales tax on goods sold in Jackson County and that on goods sold in the unincorporated part of the County, it receives one cent on each dollar. It notes that this tax has been in existence for many years, but in 1986 the Legislature passed a new taxing law which allowed the counties to receive one quarter cent on each dollar of goods sold in the entire county, but only if the county agreed to lower its general property tax at twenty-seven cents, and not to go beyond that level.

The County states that it passed such an ordinance limiting the property tax levy in exchange for the sales tax revenues and that in 1987 the sales tax revenue jumped to \$1,307,285.00 and has been slightly decreasing since that time. In 1990, sales tax receipts were \$1,221,025.00, but the projection is that they will be less in 1991.

With reference to interest from investments, the County

notes that because spending during the past few years has exceeded gross revenues and because the interest rate paid on savings is lower, there has been a corresponding decrease in interest income earned through the County's investments.

With reference to revenue from services, miscellaneous services and proprietary revenue, the County sets forth that the revenue received for services provided has remained relatively unchanged since 1987, although costs of living figures have increased, as have employee costs providing these services. Miscellaneous income, according to the County, is the income received from all sources other than that specifically mentioned in the categories identified, and that this income has no consistent pattern and varies from year to year, and that in 1990 it was less than \$20,000.00. Proprietary revenue (or restricted funds) are those funds collected by special assessments for specific services, such as the Highway Department, Nursing Home, and Ambulance Service, and are not available for any other use.

With reference to inter-governmental revenue, the County points out that revenues have not increased sufficiently to allow the County to meet its increasing expenses, and the only actual increased revenue comes from what is referred to as the "temporary" surcharge. The County points out that the use of the revenue from this source and the consequences of its use in the future planning it requires, has generated the most

heated disagreement between unions and the County, and even among members of the County Board. It notes that the County has in the past received a local allocation of citizens' income tax, a personal property replacement tax and state reimbursement of expenses, all lumped together under inter-governmental revenue. From 1986 to 1988, the County received between \$500,000.00 to \$600,000.00 in revenue each year from this source. In 1989, the Illinois Legislature increased Illinois citizens' income tax, giving fifty percent (50%) of the increase to local schools and fifty percent (50%) to local counties and cities. The 1989 surcharge was temporary with an effective date of July 1, 1989, and termination date of June 30, 1990, and that the County received the surcharge payments in late 1989, with the bulk of the money being received in the 1990 fiscal year.

The County sets forth that unfortunately the surcharge tax was temporary in nature and created constant concern as to whether or not it would be extended, and local government was advised not to put the surcharge money into personnel. The County took that advice to heart and while it has used the surcharge funds to avoid total disruption in service, it has attempted to cut its expenditures across the board to be more in line with solid revenue sources. The County has avoided having to borrow money for some of its mandated capitol improvements, thus avoiding the devastating interest and principal payments for future budgets. The County points out that some

things can only be provided by borrowing, for instance, the five million dollar jail facility, but courtroom renovations and repairs have been made using "surcharge" money. The County notes that even though the Legislature did extend the surcharge effective July 1, 1991, the portion the County will receive by half the first year, one-fourth the second year, is again temporary. These charges will terminate as of June 30, 1993, and, therefore, the Board in its responsibility cannot commit to further increases on the shaky ground on which the County now stands.

With regard to its present financial environment, the County points out that it is in the midst of troubling times, that Southern Illinois is in a lingering recession, that unemployment rates above the state and national averages exists in the area, the shift from relatively high paying mining and manufacturing jobs to the lower paying retail jobs, low per capita income and reliance on state government jobs when the state is in poor financial health, also create problems.

The County stresses that the effect of the stagnant economy combined with increased costs for goods and services is evident by examining the Jackson County fund balance reports for the past few years. The County takes the position that the expenditures of the County had to be controlled since revenues were not increasing at the same rate as its expenditures, and if the County would have been in even a more difficult position if it

had not received the "temporary surcharge." It relies on its exhibit indicating that the declining bank balance in the Months of November, 1990, through May, 1991, illustrates the problem of the County, and that the County would have been in deficit spending and unable to meet payrolls in April of 1991 or three months prior to the date upon which property tax payments were received. Therefore, the Board maintains that its action in reducing expenditures by approximately ten percent (10%) was essential.

The County also notes that despite the lack of growth in revenues, it has attempted to provide salary increases to its employees, and that the unit involved herein received a salary matrix step increase each year and percentage increases beyond the cost of living. According to the County, other unionized county employees received less.

The County submits that its attention to the Police employees and its support of them and their service is indicated by the fact that the Sheriff and Jail expenses have increased from \$1,090,053.00 in 1986 when it consumed thirty-one percent (31%) of the County's general revenue, to \$2,145,157.00 in 1990 when it consumed thirty-eight percent (38%) of the County's general revenue. These increases are due to additional personnel added to the Jail staff and increased cost of goods and services.

With reference to the effect of the Union's proposed salary increases on the public welfare, they would be detrimental to

the County in that the taxpayers of Jackson County can simply not pay any more in taxes. It points out that the tax rate is at an all time high, unemployment is a problem and the largest County employer is suffering severe financial problems. It also notes that the faculty and professional staff at Southern Illinois University have received no salary increases, overall budgets have been decreased and people are not being hired.

The County charges that these same citizens cannot be asked to pay more in taxes to support the employees of the instant bargaining unit. The County argues that if taxes are not increased and new money is not available and if raises are given to employees nevertheless, the County must have fewer employees. Since it maintains that it has already given the Sheriff and Jail Department an ever increasing share of County revenues, it maintains that this trend cannot continue, which means that either salaries cannot increase or if salaries increase fewer people must be employed. The County maintains that providing more money to an ever decreasing number of officers is not the answer to the problem which all parties recognize.

With reference to the comparison of wages and conditions of employment with other employees performing similar services in similar communities, the County urges that the Union in selecting "comparable counties" ignored counties that fit into objective criteria and selected those only which paid higher wages.

With reference to geographically similar counties, the

County maintains that the counties most like Jackson County are the group of counties in Southern Illinois which are indicated as geographical comparables. These counties are all located in Southern Illinois, but the Union only lists two counties it considers as comparable in the entire bottom two-thirds of the state. It is the position of the County that in determining wages in Jackson County, the counties in the same geographical area are the most relevant and it cites expert opinions set forth on this point. It also notes the testimony of Sheriff Kilquist that the majority of employees in the Bargaining group come from Southern Illinois, specifically from Jackson County and the surrounding collar counties, and that salaries paid to Jail officers in geographically comparable counties would indicate that Jackson County pays higher salaries for comparable jobs at various salary levels.

With reference to Dispatchers in geographically similar counties, it is the position of the County that Jackson County now pays more than all other counties, except Williamson, and that the Union's proposal for the salary increases would call for salaries \$5,000.00 in excess of the average salaries paid for this position.

With reference to Patrol officers in geographically similar counties, the County charges that the Union proposal would place Jackson County with the highest salaries in Southern Illinois at the one, five and ten year term levels.

With reference to comparisons to salaries in counties that have similar populations to Jackson County, the County identifies six counties within a similar range of population as Jackson County and maintains that despite the fact that these counties have a sounder financial base, Jackson County wages compare favorably to all counties in this group.

With reference to the comparison of Jail officers in Counties that are similar based on population, the County contends that the Union's proposal calls for Jackson County to pay more than all counties of similar population at the one, five and ten year term levels, and that the Union's proposal would exceed the average paid by all other counties in this group.

With reference to comparison to Dispatch salaries in counties which are similar, based on population, the County notes that only Coles, Williamson, Whiteside, Henry and Jackson County have separate dispatch employees which may be compared. It points out that the average salary amongst these is approximately \$16,876.00, whereas the Union's proposals would place Jackson County salaries at \$18,440.00 - the highest salary for all counties at the various term levels.

With reference to Patrol salaries in counties that are similarly based on population, the County points out that the Union is proposing three levels at the one, five and ten year term, which would provide Jackson County with the highest salaries

of counties in this group.

With reference to a comparison of salaries in counties that have a similar jurisdictional population to Jackson County, the County notes that both the Union and the County proposed as comparable counties that had a similar jurisdictional population (population in the areas of the County not served by other police forces, such as city or university police). The County points out that the Union's choices of comparison were not based on objective criteria and not truly comparable, whereas the jurisdictional population counties selected by the County are Henry, Livingston, Marian, Stevenson, Whiteside, Williamson and Woodford, which in terms of jurisdictional population would indicate that Jackson County salaries compare favorably to this group.

With reference to salaries paid to Jail officers in counties of similar jurisdictional population, the County points out that the average salary among the comparable counties in this category is less than what the Union is proposing that Jackson County pay at the one, five and ten year levels.

With reference to salaries paid to Dispatchers in counties of similar jurisdictional population size, and to Patrol officers in similar counties, it is the position of the County that only a few pay more than Jackson County and that the Union's proposal would exceed the average salary paid in those counties.

With reference to the average of consumer prices for good and services, known as the cost of living, the County maintains

that its exhibits are more accurate when comparing the employees' salaries and the cost of living increases.

With reference to a comparison of the overall compensation presently received, the County points out that neither the Union nor the County presented information which compared overall compensation, including vacations, holidays, insurance and pension information with other total compensation packages. However, it notes that the Union argued that because it receives less in insurance benefits than other comparable counties, it should receive more in salary.

In this regard, the County contends that the Union has not been interested in insurance benefits which are obviously less costly to the County, since no Social Security, IMRF, unemployment costs or overtime costs are involved, the dollars are used for insurance benefits, as opposed to salaries. It also points out that less than one-half of the employees in the unit are involved in the County insurance program and that offers to provide dollars for health insurance premiums have been rejected by the Union.

The County also notes that an insurance dollar is not the same as a salary dollar, as claimed by the Union. First of all, the insurance dollar is tax deductible and the employee's salary dollar is generally at higher overtime and holiday rates of pay. The County notes that while the employees in the unit list of select counties provide health insurance to their employees,

certain of the counties used by the Union for comparison, such as DeKalb, Macoupin and Ogle, are not truly comparable to Jackson County, and, furthermore, the overall benefits and compensation from these counties were not considered.

The County stresses that the Union has chosen from several years of negotiation to reject offers of contributions to health insurance premiums in favor of salary increases, so that the insurance factor is not an issue today.

The County sets forth that in considering the Union's request for an increase in salary, the Arbitrator should consider the wages negotiated by other employee groups in Jackson County. According to the County, the Emergency Medical Technicians and Paramedics represented by AFSCME received a four percent (4%) increase effective December, 1989, and a three percent (3%) raise effective December, 1990. It notes that Court House workers received no increase in December of 1990, a four percent (4%) increase in December of 1989, and that none of these groups have received wages that favorably compare to those given to the Sheriff's Department.

In conclusion, the County points out that with reference to the non-economic issue which remains unresolved (the Union's request for fair share), there are precedent arbitration awards which hold that this kind of benefit should be realized from bargaining rather than from arbitration and that the Union should be required to produce some evidence that it is required for the

financial stability for which the Union argues. It is further held in arbitral precedents that it is not the function of the arbitrator to embark upon new ground and create innovative procedures or benefit schemes unrelated to the particular bargaining as to the parties. It also notes that the Union admitted that the County had not seen the particular language it presented to the arbitrator on the issue of fair share and that it had withdrawn its fair share proposal at one point in the negotiations. Since the Union has previously refused to trade or bargain for inclusion of a fair share article, it should not now be granted in the instant case.

With reference to the economic issues, the County notes that the Union and the County presented all comparable data in job categories covering Jail officers, Dispatchers and Patrol, but that the Union's offer proposed differing amounts of increases for each group. According to the County, the arbitrator should award each group's wages by choosing either the County's final offer or the Union's final offer and that there are in effect three issues: wages for Jail officers, wages for Dispatchers and wages for Patrol officers. In addition, the County contends that the issue of retroactivity is a separate issue and that both parties agree that the salary matrix step increases should be retroactive to December 1, 1990. However, the County asserts that if any of the three groups are awarded the salary increases proposed by the Union, such increase should be effective on the

date of the award and not retroactive to December 1, 1990, inasmuch as the Union presented no information as to any changes in the cost of living from the date of their last raise in the period from June, 1990, to December 1, 1990. Instead it notes that the Union focused on cost of living increases from June, 1990, to June, 1991. According to the County, the evidence clearly shows that with the salary proposed by the County, this unit has more than kept pace with any increases since 1980 and thereafter.

The County maintains that in terms of the cost of the two offers its proposal that the various groups of employees be allowed to receive step increases retroactive to December 1, 1990, but that there be no percentage increase added to the matrix, would provide a cost of approximately \$8,600.00 for these step increases and that attendant cost of increased overtime rates, holiday pay, social security, IMRF, and workman's compensation, would increase the cost of the County's offer. In contrast, it notes that the Union's offer would include the above costs since it is requesting full retroactivity on the matrix step and would also add a total cost covering wages, holiday increases, IMRF and social security of \$40,568.00 constituting a total of request of \$58,000.00 by the Union.

In closing, the County maintains that the employees in the Bargaining Group have been well compensated and have been given a salary matrix which allows for step increases on anniversary dates.

It claims that they received salary increases through the past decade well beyond other Jackson County employees and beyond the cost of living. It stresses that the Sheriff has no trouble attracting topnotch employees, and the employees are long tenured, demonstrating the competitiveness of the salaries. It notes that no employees have left to take similar jobs in other counties, although a few have left to work for other governmental units. It also stresses that Jackson County has led the way in providing regular and generous wage increases, including a salary increase to the group involved herein between 11.8% and 15.2% in June of 1990, on top of salary matrix increases, which average approximately one percent (1%) per year.

The County stresses that in this particular year the County is not in a position to pay higher salaries, since the entire County budget is reduced by approximately ten percent (10%) in order to avoid deficit spending. The County is asking that the salaries not be increased except the one percent (1%) step increase during the pertinent fiscal year and it maintains that this offer is fair and reasonable. The County points out that it moved away from its original bargaining position which asked for a reduction in salary, but that the Union has not moved from its demands for well over five percent (5%), which increase is not justified by the comparables or the County's financial condition.

The County requests that the arbitrator accept the County's

final offer and that if the Union's offer on any one of the three groups is accepted, the County requests that the award not be retroactive. Furthermore, the County requests that the Union's proposed article on fair share be rejected and that the present contract language in that regard be maintained.

I have reviewed the testimony, evidence and arguments of the parties and considered the proposals which they have made with reference to the economic and non-economic issues remaining in dispute between them in connection with the contract issue presented covering the period from December 1, 1990, to November 30, 1991.

The parties have previously waived the tripartite panel usually required in proceedings of this type, and the undersigned has, therefore, been authorized by stipulation of the parties to act as sole arbitrator. The parties have also waived the time limitations set forth in Section 14(d) of the Illinois Public Labor Relations Act and in Section 1230.80(b)(4) of the Impasse Resolution Rules of the Illinois State Labor Relations Board so that the requirement of the completion of the hearing within thirty days at the time of its commencement has been waived by stipulation of the parties.

Insofar as the non-economic issues are concerned, there was presented the position of the parties with reference to the proposal of the Union providing for a clause in the contract

dealing with lodge dues and fair share requirement- that officers who are not members of the Union be required to pay a fair share of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. The specific proposal of the Union which it recommended be set up as Article IV in the collective bargaining agreement relating to "lodge dues and fair share" has been set forth above.

The County took the position that there should be no provision for fair share added to the contract between the parties. This position was also set forth above.

I have reviewed the arguments presented by the parties on this point and I find no basis in the record for supporting the position of the Union in regard to the fair share request. I agree with the arbitral precedents set forth by the County that this type of benefit should be realized from bargaining rather than arbitration, or that the Union be required to produce evidence that fair share is required for the financial stability of the Union. There has been no presentation supporting the position taken by the Union in this regard. The Union is requesting a new procedure which is unrelated to the bargaining history of the parties, and I find that on the basis of the record before me that I am compelled to deny the request of the Union and to support the position of the County that there

should be no inclusion of a fair share article in the collective bargaining agreement between the parties.

Insofar as the economic issues are concerned, the Union made the following final offer:

WAGES

PATROL:

Increase base (Step 1) wage and each subsequent step by the amount of \$90.00 per month effective December 1, 1990. (Including Patrol Sergeants).

**Salary Matrix for FY 1990
Effective December 1, 1990**

PEACE OFFICER

<u>Step</u>	<u>Annual Salary</u>
Probationary	\$ 21,389.79
1	\$ 23,776.43
2	\$ 23,994.31
3	\$24,222.19
4	\$24,450.00
5	\$24,677.95
6	\$24,905.83
7	\$25,133.71
8	\$25,361.59
9	\$25,589.47
10	\$25,817.35
11	\$26,045.23
12	\$26,273.11
13	\$26,500.99
14	\$26,728.87
15	\$26,956.75
16	\$27,184.63
17	\$27,412.51
18	\$27,640.39
19	\$27,868.27
20	\$28,096.15

**Salary Matrix for FY 1990
Effective December 1, 1990**

PEACE OFFICER SERGEANT

<u>Step</u>	<u>Annual Salary</u>
1	\$ 24,966.43
2	\$ 25,194.31
3	\$ 25,422.19
4	\$ 25,650.07
5	\$ 25,877.95
6	\$ 26,105.83
7	\$ 26,333.71
8	\$ 26,561.59
9	\$ 26,789.47
10	\$ 27,017.35
11	\$ 27,245.23
12	\$ 27,473.11
13	\$ 27,700.99
14	\$ 27,928.87
15	\$ 28,156.75
16	\$ 28,384.63
17	\$ 28,612.51
18	\$ 28,840.39
19	\$ 29,068.27
20	\$ 29,296.15

JAILERS: Increase base (Step 1) wage and each subsequent step by the amount of \$60.00 per month effective December 1, 1990. (Including Jail Sergeants).

**Salary Matrix for FY 1990
Effective December 1, 1990**

JAIL OFFICER

<u>Step</u>	<u>Annual Salary</u>
Probationary	\$ 18,420.16
1	\$ 20,466.84
2	\$ 20,660.75
3	

(Continued on Next Page)

JAIL OFFICER (Continued)

	\$ 20,854.66
4	\$ 21,048.57
5	\$ 21,242.48
6	\$ 21,436.39
7	\$ 21,630.30
8	\$ 21,824.21
9	\$ 22,018.12
10	\$ 22,212.03
11	\$ 22,405.94
12	\$ 22,599.85
13	\$ 22,793.76
14	\$ 22,987.67
15	\$ 23,181.58
16	\$ 23,375.49
17	\$ 23,569.40
18	\$ 23,763.31
19	\$ 23,957.22
20	\$ 24,151.13

JAIL OFFICER SERGEANT

<u>Step</u>	<u>Annual Salary</u>
1	\$ 21,666.84
2	\$ 21,860.75
3	\$ 22,054.66
4	\$ 22,248.57
5	\$ 22,442.48
6	\$ 22,636.39
7	\$ 22,830.30
8	\$ 23,024.21
9	\$ 23,218.12
10	\$ 23,412.03
11	\$ 23,605.94
12	\$ 23,799.85
13	\$ 23,993.76
14	\$ 24,187.67
15	\$ 24,381.58
16	\$ 24,575.49
17	\$ 24,769.40
18	\$ 24,963.31
19	\$ 25,157.22
20	\$ 25,351.13

**Salary Matrix for FY 1991
Effective December 1, 1990**

**OFFICER MASON
Matrix Step: \$193.91**

<u>Step</u>	<u>Annual Salary</u>
1	\$24,512.42
2	\$24,706.33
3	\$24,900.24
4	\$25,094.15
5	\$25,288.06
6	\$25,481.97
7	\$25,675.88
8	\$25,869.79
9	\$26,063.70
10	\$26,257.61
11	\$26,451.52
12	\$26,645.43
13	\$26,839.34
14	\$27,033.25
15	\$27,227.16
16	\$27,421.07
17	\$27,614.98
18	\$27,808.89
19	\$28,002.80
20	\$28,196.71

**Salary Matrix for FY 1991
Effective December 1, 1990**

**SERGEANT BROWN
Matrix Step: \$193.91**

<u>Step</u>	<u>Annual Salary</u>
1	\$24,622.40
2	\$24,816.31
3	\$25,010.22
4	\$25,204.13
5	\$25,398.04
6	\$25,591.95
7	\$25,785.86
8	\$25,979.77
9	\$26,173.68
10	\$26,367.59
11	\$26,561.50
12	\$26,755.41
13	\$26,949.32
14	\$27,143.23
15	\$27,337.14
16	\$27,531.05
17	\$27,724.96
18	\$27,918.87
19	\$28,112.78
20	\$28,306.69

**Salary Matrix for FY 1991
Effective December 1, 1990
SERGEANTS
NESLER/ALLEN
Matrix Step: \$227.88**

<u>Step</u>	<u>Annual Salary</u>
1	\$28,536.80
2	\$28,764.68
3	\$28,992.56
4	\$29,220.44
5	\$29,448.32
6	\$29,676.20
7	\$29,904.08
8	\$30,131.96
9	\$30,359.84
10	\$30,587.72
11	\$30,815.60
12	\$31,043.48
13	\$31,271.36
14	\$31,499.24
15	\$31,727.12
16	\$31,955.00
17	\$32,182.88
18	\$32,410.76
19	\$32,638.64
20	\$32,866.52

DISPATCHERS: Increase base (Step 1) wage and each subsequent step by the amount of \$100.00 per month effective December 1, 1990. (Including Dispatch Sergeants).

**Salary Matrix for FY 1990
Effective December 1, 1990**

DISPATCH

<u>Step</u>	<u>Annual Salary</u>
Probationary	\$ 16,596.03
1	\$ 18,440.03
2	\$ 18,629.30
3	\$ 18,818.57
4	\$ 19,007.84
5	\$ 19,197.11
6	\$ 19,386.38
7	\$ 19,575.65
8	\$ 19,764.92
9	\$ 19,954.19
10	\$ 20,143.46
11	\$ 20,332.73
12	\$ 20,522.00
13	\$ 20,711.27
14	\$ 20,900.54
15	\$ 21,089.81
16	\$ 21,279.08
17	\$ 21,468.35
18	\$ 21,657.62
19	\$ 21,846.89
20	\$ 22,036.16

DISPATCH SERGEANT

<u>Step</u>	<u>Annual Salary</u>
1	\$ 19,640.03
2	\$ 19,829.30
3	\$ 20,018.57
4	\$ 20,207.84
5	\$ 20,397.11
6	\$ 20,586.38
7	\$ 20,775.65
8	\$ 20,964.92
9	\$ 21,154.19
10	\$ 21,343.46
11	\$ 21,532.73
12	\$ 21,722.00
13	\$ 21,911.27
14	\$ 22,100.54
15	\$ 22,289.81
16	\$ 22,479.08
17	\$ 22,668.35
18	\$ 22,857.52
19	\$ 23,046.89
20	\$ 23,236.16

Automatic advancement from step-to-step in the longevity matrix will be continued effective December 1, 1990.

The County's final offer on economic issues is as follows:

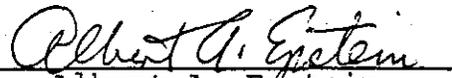
1. Wage rates for Jackson County Patrol Officers - County proposes the Patrol Officer receive the appropriate matrix step increase retroactive to December 1, 1990, but no additional increases to the Patrol Officer matrix itself.
2. Wage Rates for Jackson County Dispatchers - County proposes the Dispatchers receive the appropriate matrix step increase retroactive to December 1, 1990, but no additional increases to the Dispatchers matrix itself.
3. Wage Rates for Jackson County Jailers - County proposes the Jailers receive the appropriate matrix step increase retroactive to December 1, 1990, but no additional increases to the Jailers matrix itself.
4. Wage Rates for Jackson County Sergeants - County proposes the Sergeants receive the appropriate matrix step increase retroactive to December 1, 1990, but no additional increases to the Sergeants matrix itself.
5. Wages Rates for employees who have individual salary matrixes (Sergeants Allen, Brown and Nessler and jail Officer Mason) - County proposes they receive the appropriate matrix step increase retroactive to December 1, 1990, but no additional increases to the their salary matrix itself.
6. Retroactivity - County opposes any salary increases except step-increases being made retroactive.

In the matter of economic issues, the arbitrator is required to accept either the final offer of the Union or of the County.

I have considered all of the factors set forth in the statute upon which I am to base my finding. In accordance with the statutory direction I have considered the lawful authority of the County; the stipulations which the parties submitted in the arbitration proceedings; the interest and welfare of the public and the financial ability of the County to meet the costs involved; I have compared the wages, hours and conditions of employment of the employees involved in this proceeding, with the wages, hours and conditions of employment of employees performing similar services and with other employees in general; in this regard I have reviewed the wages, hours and conditions of employment in public employment and comparable communities; in private employment and comparable communities; the average consumer price for goods and services referred to as the Cost of Living; the overall compensation presently received by the employees involved herein, including direct wage compensation, vacations, holidays and other related items, the continuity and stability of employment, and all other benefits received; changes in any of the foregoing circumstances during the pendency of the arbitration proceedings, and other factors normally or traditionally taken into consideration in determination of wages, hours and conditions of employment in voluntary collective bargaining, mediation, fact finding arbitration or otherwise between the parties in the public or private employment areas.

In studying the data submitted by each of the parties in

support of their positions and applying the above factors set forth to each of their positions, I find that the proposal of the Union in its final offer more closely approaches the above standards, and I am, therefore, compelled to hold that the final offer of the Union should be accepted in its entirety, that the increases proposed by the Union shall be retroactive to December 1, 1990, and that the term of the new contract shall run from December 1, 1990, to November 30, 1991.


Albert A. Epstein
Arbitrator

April 17, 1992
Northbrook, Illinois

AAE:lm

