INTEREST ARBITRATION DECISION

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, LODGE 78
&
LOGAN COUNTY AND LOGAN COUNTY SHERIFF'S DEPARTMENT

SEPTEMBER 7, 1994

In the Matter of:	By Assignment of Illinois State Labor Relations Board Case No. S-MA-93-26
Illinois Fraternal Order of Police Labor Council, Lodge No. 78	
&	
Logan County and Logan County Sheriff's Department	

ISSUES

A. Salary, Second Year of Collective Bargaining Agreement
B. Salary, Third Year of Collective Bargaining Agreement
C. Distribution of Health Insurance Savings
D. Frequency of Pay Periods

HEARING DATE AND SITE

July 8, 1994, Logan County Courthouse, Lincoln, IL.

For the Union

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For the County

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ARBITRATOR

Michael H. LeRoy
2617 Willoughby Road
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I. Issues

The Arbitrator, considering only the final offers on economic issues made by the parties at this Arbitration, shall determine (i) Sheriff Officers' pay in the second year of the Collective Bargaining Agreement, (ii) Sheriff Officers' pay in the third year of the Collective Bargaining Agreement, (iii) distribution of health insurance savings, and (iv) frequency of pay periods.

II. History of Contract Negotiations

The parties are at impasse over four economic issues in a Collective Bargaining Agreement intended to replace an agreement that expired on November 30, 1992. Elements of a successor agreement have been in effect since that time, reflecting broad areas of agreement between the parties. The pertinent parts of these tentatively agreed-upon matters include provision for a three year CBA providing the following pay for Sheriff Officers: effective December 1, 1992, starting salary $16,800; salary after 1 year of service, $17,800; salary after 2 years of service, $19,500; and salary after 5 years of service, $21,400. The salary of any Officer who was not entering these steps (for example, an officer with six years of service) increased $65 per month. Beginning on December 1, 1993, the salary of any Officer who was not entering these steps increased another $65 per month. On December 1, 1994, the same pay raise became effective for Officers who were not positioned at the beginning, 1, 2 and 5 year service steps.

The parties are at impasse, however, over the Union's proposal to increase salaries for the four steps by $65 per month in the second year of the CBA, and by an additional $65 per month in the third year. This impasse (comprising Issues 1 and 2 before the Arbitrator) is herewith summarized:

Table 1
County and Union Final Offers
for 2nd and 3rd Year of CBA

	Pay in 2nd Contract Year	
	County's Offer	**Union's Offer**
Starting Salary	$16,800	$17,580
After 1 Year	$17,800	$18,580
After 2 Years	$19,500	$20,280
After 5 Years	$21,400	$22,180
	Pay in 3rd Contract Year	
	County's Offer	**Union's Offer**
Starting Salary	$16,800	$18,360
After 1 Year	$17,800	$19,360
After 2 Years	$19,500	$21,060
After 5 Years	$21,400	$22,960

To be clear, this salary impasse is presented to the Arbitrator as two separate issues.

The third impasse issue is whether the County shall be obligated to distribute savings generated from the health insurance plan. The parties have agreed that the County shall pay a $185 monthly premium for the duration of the CBA to cover Officers under an HMO. In contrast to the recent experience of many employers and employees, the HMO *decreased* its monthly premiums for this insured group. In 1993, the County was required to pay only $161.03 per month, and in 1994, $175.52. The issue, then, is who is to benefit from this unanticipated decrease in premium payments. The Union's final offer is that the aggregate savings shall be divided in equal shares among all bargaining unit members. The County's final offer is that it shall retain these savings, distributing none of it to the bargaining unit.

The fourth impasse issue is the number and timing of pay periods. The Union's final offer is that the current and historical practice of paying Officers once a month shall continue unchanged. The County's final offer is to put the Officers on the payroll distribution plan for all other County employees. This would result in two monthly paychecks issued at two week intervals. Particulars of the County's bi-monthly payroll system are not specified in its final offer.

III. Stipulations

The following stipulation was entered into the record:

1) Waiver of Tri-Partite Panel: The parties agree to waive the requirement of the Illinois Public Labor Relations Act for a tripartite panel of arbitrators and agree to proceed with a single neutral Arbitrator, having full authority and jurisdiction to issue an Award to resolve their negotiation's impasse;

2) Authority and Jurisdiction of the Arbitrator: The parties agree that the Arbitrator shall have the full authority and jurisdiction accorded to him by the Illinois Public Labor Relations Act, and the authorities set forth below:

i) the authority to adopt as his Award the final offer of either party as to each issue in dispute and;

ii) the authority to issue an Award providing increases in wages and other forms of compensation, retroactively effective to December 1, 1992, notwithstanding the fact that the Employer's fiscal year in question has lapsed and no specific appropriation may have been made in the Employer's current or future budgets to pay for such award;

3) Transcript: The Employer shall make arrangements for a court reporter to record and transcribe the proceedings. The costs of the court reporter's attendance and a copy of the

transcript for the Arbitrator, if he or she desires one, shall be borne equally by the parties. The parties shall bear the cost of a copy of the transcript for themselves, if one is desired.

4) Presentation of Evidence at Hearing: That each party shall make its presentation of evidence (both initial case and rebuttal evidence) at the arbitration hearing, with the Union proceeding with its case first. Each party shall be free to present its evidence in either narrative style or in the witness format.

5) Final Offers: That the parties simultaneously shall exchange in person through their representatives, their written final offers on each issue in dispute one week (i.e., seven calendar days) before the arbitration hearing. Thereafter, such final offers may not be exchanged except by mutual agreement of the parties.

6) Prior Tentative Agreements: The parties agree that all prior tentative agreements reached during the negotiations shall be initialed and presented to the Arbitrator at the beginning of the arbitration hearing for inclusion in his or her Award.

7) Post-Hearing Briefs: The parties agree that each may file one post-hearing brief. Post hearing briefs shall be filed by the parties simultaneously, by mailing to the Arbitrator an original and one copy for the opposing party. Once both parties' post-hearing briefs have been received by the Arbitrator, he or she will mail the copies to the opposing parties. Post-hearing briefs are to be postmarked not later than thirty (30) days after the close of the arbitration hearing. There shall be no reply briefs.

8) Remaining Provisions of the IPLRA to Govern: The parties agree that they have entered into this pre-hearing stipulation pursuant to the authority established in Section 14(p) of the Illinois Public Labor Relations Act, and that in all other respects, the arbitration proceedings shall be governed by the remaining provisions of the Illinois Public Labor Relations Act.

9) Issues in Dispute: The parties agree that the following are the economic impasse issues which have been referred to interest arbitration for resolution by the Arbitrator for the parties' successor labor agreement:

i) Wages Year Two of the Agreement:
ii) Wages Year Three of the Agreement:
iii) Insurance:
iv) Pay Period:

10) Authority of Representatives: The parties represent and warrant to each other that the undersigned representatives are authorized to execute on behalf of and bind the respective

parties they represent.

At the hearing, the parties affirmed their agreement to this stipulation (T. 3-4).

IV. Issue 1: Sheriff Officers' Pay in 2nd Year of CBA

A. Arguments: The main thrust of the Union's position is that Logan County Sheriff Officers are poorly paid in comparison to similarly situated Officers in other Illinois counties. Having selected ten counties for comparables, the Union found that starting pay for Logan County Officers in 1993-1994 (2nd year of Logan County CBA) was 35.1% less than the average for comparable jurisdictions, 35.9% less at the first year step, and 18.9% less at the fifth year step.[1] For 1994-1995 (3rd year of Logan County CBA), starting pay was 45.1% less, first-year pay was 45.2% less, and fifth-year pay was 24.5% less.[2] More generally, the Union argues that failure to increase salaries at the steps would perpetuate salary disparities within the bargaining unit. It also argues that sub-standard salaries, in the long run, will harm the public interest in attracting and retaining qualified people for professional law enforcement in Logan County.[3]

The County contends that its final offer is generous in light of the finite resources available to the Sheriff's Office. Deputies Carmichael and Spickard, the immediate subjects of the salary dispute, are already receiving respectively a 25% and 14%

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[1] Union Brief at 17.

[2] Union Brief at 18.

[3] Union Brief at 28-30.

increase over the life of the CBA.[4] Moreover, the Sheriff's Office already receives 31.2% of the County's general revenue fund, easily making it the largest beneficiary of that revenue stream.[5] Numerous other departments must also be funded from that source. Prudence requires that the Sheriff's department not benefit to the detriment of other governmental units.

In addition, the County is unable to pay the Union's final offer. Its budget has been in deficit for the last few years. The estimated deficit was $270,000 for 1993 and $255,000 for 1992.[6] More fundamentally, the County argues that its economic base is heavily dependent on agriculture. This means its tax base is not diversified and supported by industry to the extent that other central Illinois counties are. Moreover, analysis of cost-of-living figures is somewhat beside the point when farm prices and farm incomes fall.[7]

Finally, the County challenges the comparables put in evidence by the Union. Its population is less than all the Union's comparable counties, except Iroquois.[8] Also, Logan County lacks the industrial development and tax base of the Unions'

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[4] County Brief at 8.

[5] County Brief at 5.

[6] T.58 and County Brief at 6.

[7] *See* Mr. Mueller's statement at T.70-71: "(W)hen you are dealing with a rural county . . . you may look at inflation. You may look at comparables. Farmers look at . . . the price of corn they are getting. When the price goes down, they say that should be the way the budget should go."

[8] County Brief at 3.

counties.

B. Findings of Fact and Analysis: Pursuant to § 14(h)(4)(A) of the IPLRA, I am authorized to compare wages and conditions of employment of Logan County Sheriff Officers with employees performing similar services in public employment in comparable communities. The predicate for making a comparison under § 14(h)(4)(A) is determining "*comparable communities*" to Logan County.

There is no litmus test for making this determination, however, common sense suggests that a comparable community should be the same type of jurisdiction (e.g., county governmental unit) of similar population, economic base, and public revenue stream in reasonably close geographic proximity to the subject.

The Union proposes ten counties as comparables I should consider in breaking this impasse.[9] The County offers no alternative comparables, but challenges some of the units identified by the Union.

At the outset, I note that no counties on this list are obvious misfits. All have populations between 30,000 and 37,000. In addition, no counties are within the ever-expanding collar around Chicago and Cook County. Moreover, most are within 75 miles of Logan County (Christian, Clinton, Effingham, Iroquois, Morgan, and Woodford). Two counties, Clinton and Woodford, are geographically distinct from the others because of their

[9] Union Exhibit 1 at Tab 3.

proximity to fairly large industrial centers. Woodford is situated between Peoria and Bloomington, suggesting that even if this County is essentially agricultural, its residents have easy access to good jobs in the factories, service industries, and universities in these towns. Presumably, this would affect the County's tax base by providing these residents relatively high incomes, which in turn would be invested in taxable real estate. Clinton County also appears to be somewhat exceptional, even if it is predominantly agricultural, because of its somewhat close proximity to the St. Louis metropolitan area (approximately 40-50 miles away). Having made these geographic comparisons, I also note that Logan County is like Woodford and Clinton in terms of its proximity to larger cities that would help to supplement or replace farm income. All points in the County are within reasonable commuting distance of Peoria and Morton, or Bloomington-Normal, or Decatur, or Springfield. On the basis of geography, I cannot exclude any County from the comparable list.

However, based on figures supplied by the Union for median home values and median household incomes, I find that Woodford and Clinton are not comparable counties *at this time* for Logan County. The average home in Clinton and Woodford is valued, respectively, at $55,000 and $57,700. These values, which help to determine county tax revenues, are substantially above Logan County's median, $48,700. The same comparison is true for household incomes (Woodford County's median is $34,375, Clinton County's median is $29,890, and Logan County's median is

$27,528).

This leaves Bureau, Christian, Effingham, Iroquois, Jefferson, Lee, Morgan, and Randolph Counties as appropriate comparables for Logan County (*See* Figures A-C at pp. 11-13). Having found these counties as appropriate comparables, I now review final salary offers for 1993. Figures 1.1-1.3 (pp. 14-16) summarize the comparative data. Bureau County is dropped from the analysis because no salary data for it are in the record. Figures show that Logan County's final salary offer for 1993 to Sheriff Officers is substantially below identical step salaries in comparable counties ($5,699 or 25.3% less for starting pay, $6,163 or 25.7% less after the 1st year, and $3,939 or 15.5% less after the 5th year). The Union's final offer approaches but is still considerably below the mean ($4,919 or 21.9% less for starting pay, $5,113 or 21.3% less after the first year, and $3,210 or 12.6% less after the fifth year).

There is no formula for evaluating salary comparisons under § 14(h)(4)(A). Common sense suggests that once comparable jurisdictions are rationally selected, the preferred final offer should be closest to the average. One might debate whether a mean or median should be the appropriate the appropriate average, but in this dispute such consideration is academic. Not only is Logan County's offer below every comparable mean at every step, but so is the Union's. Moreover, the marginal difference ranges from considerable (e.g., -12.6% in the Union's offer for 5th year pay) to substantial (e.g., -25.7% in the County's offer for 1st year

Figure A
Comparable County Populations

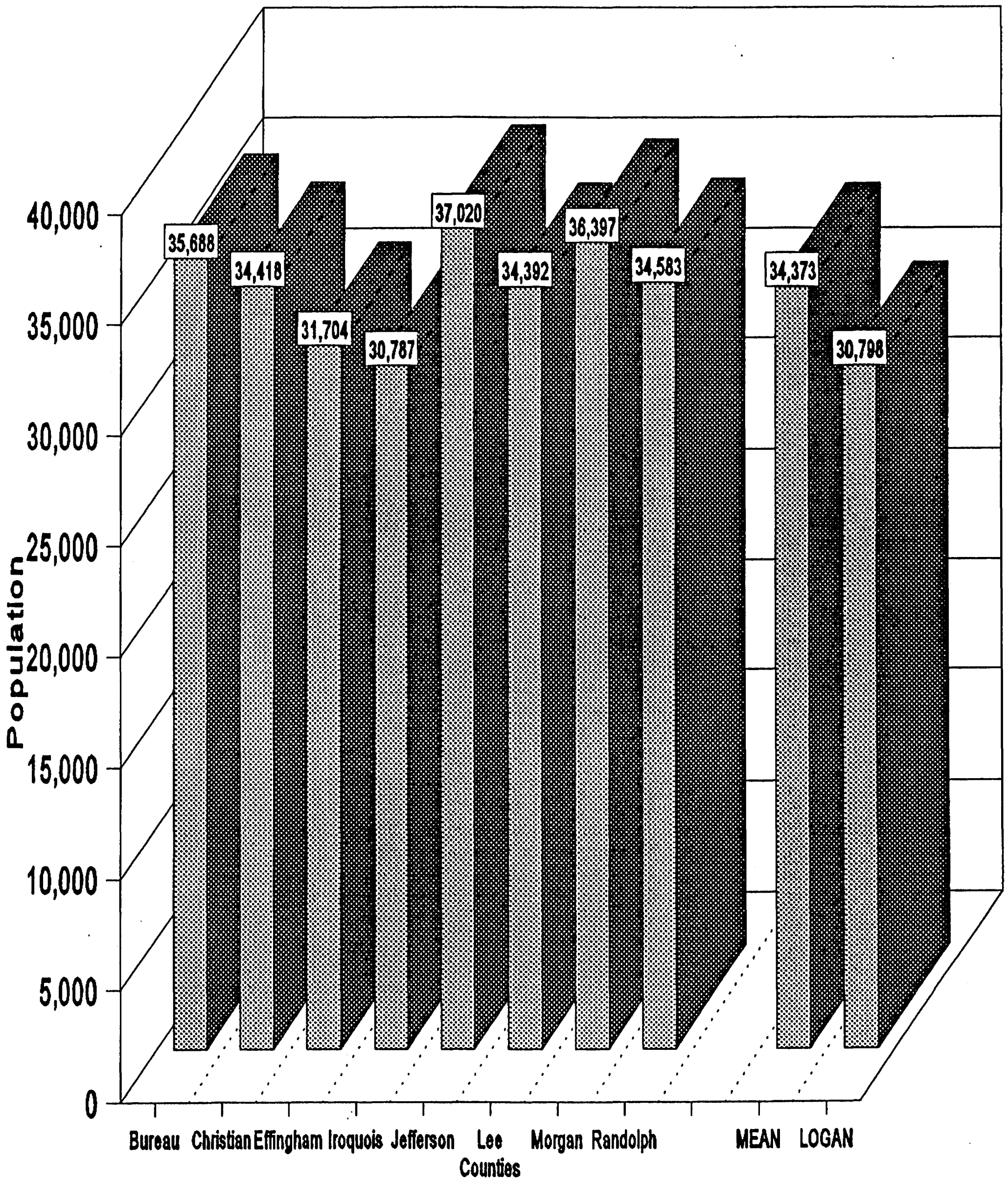


Figure B

Comparable County Home Values

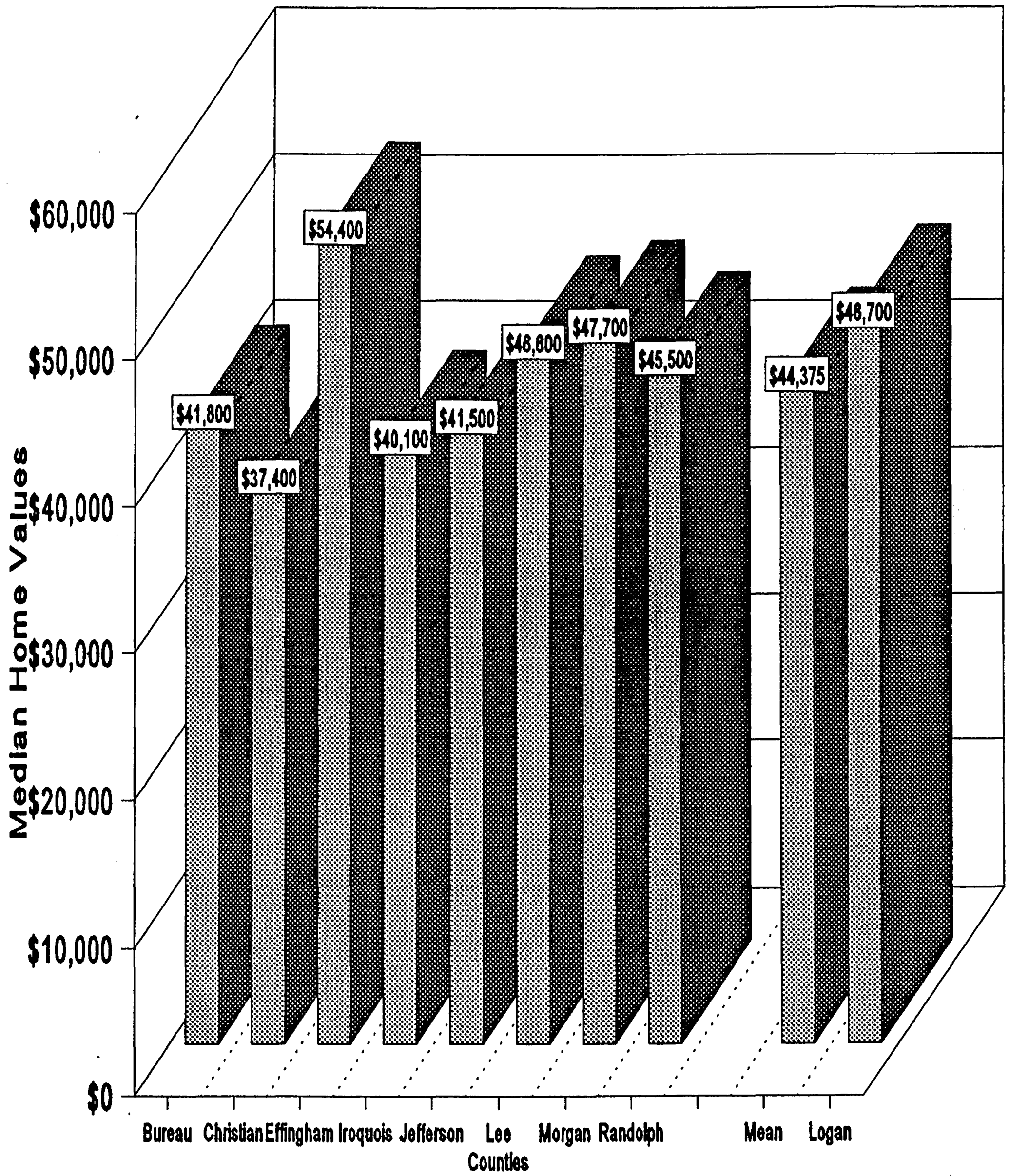


Figure C

Comparable County Household Incomes

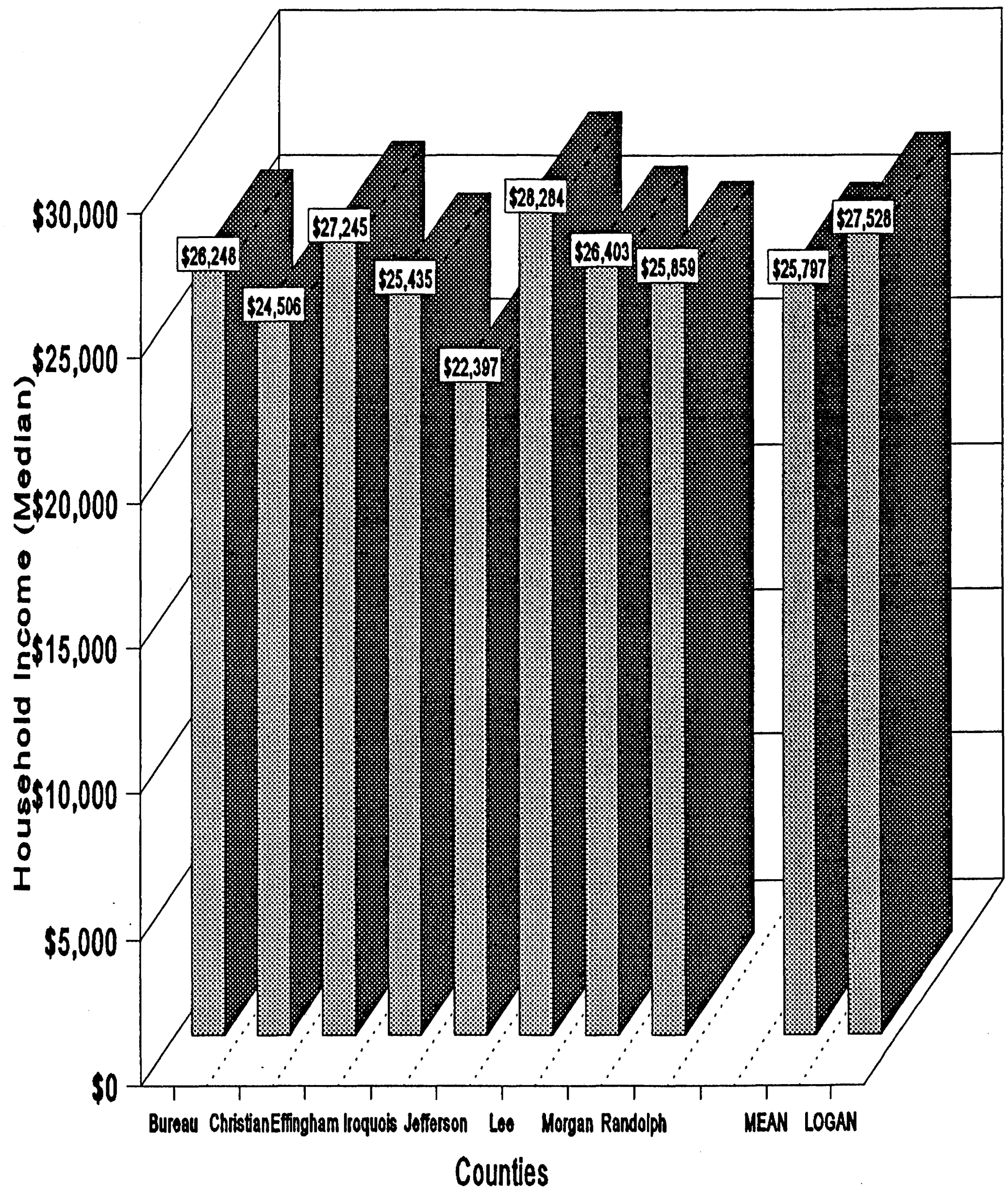


Figure 1.1

1993 Sheriff Officer Starting Salaries

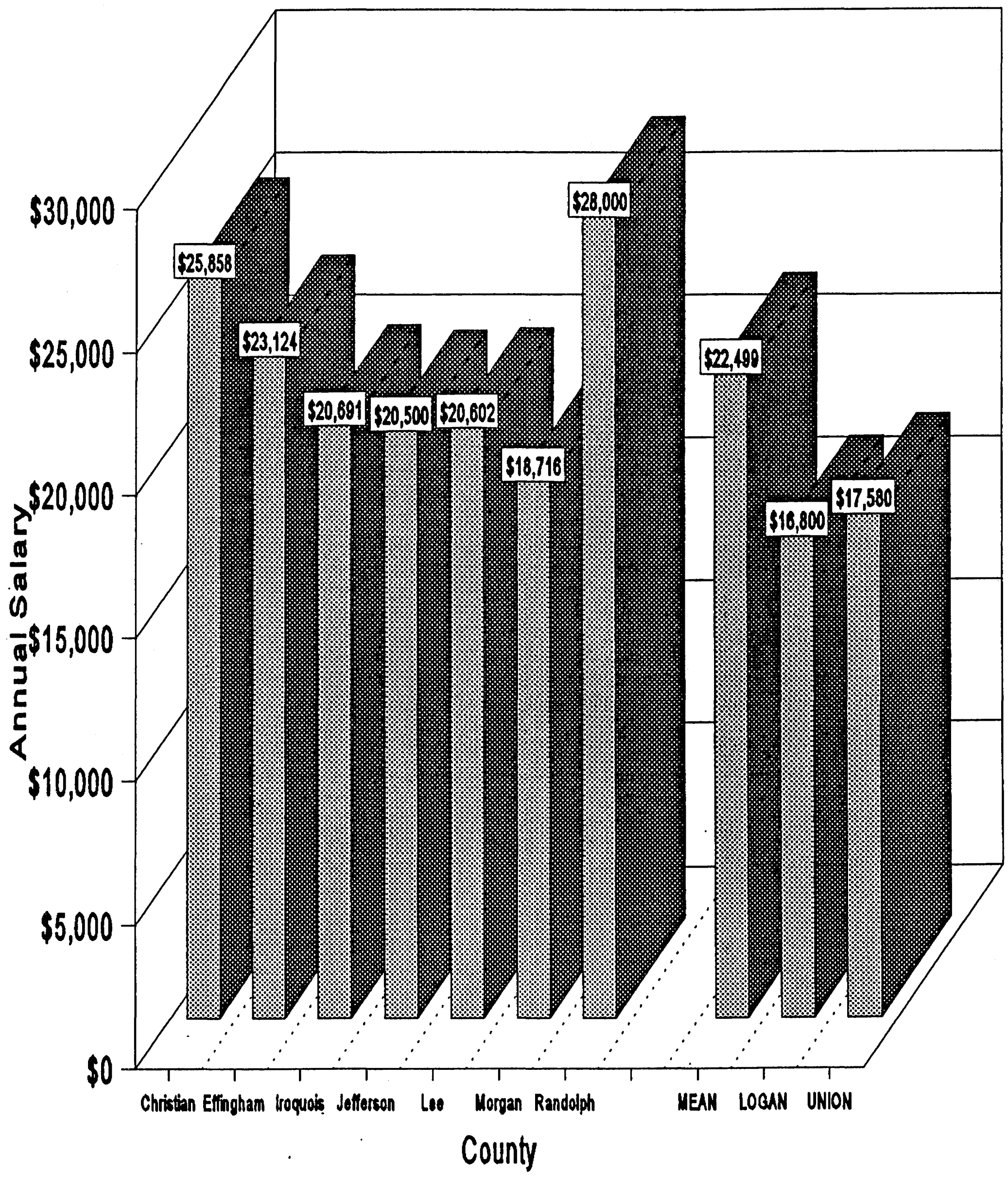


Figure 1.2

1993 Officer Salaries After 1st Year

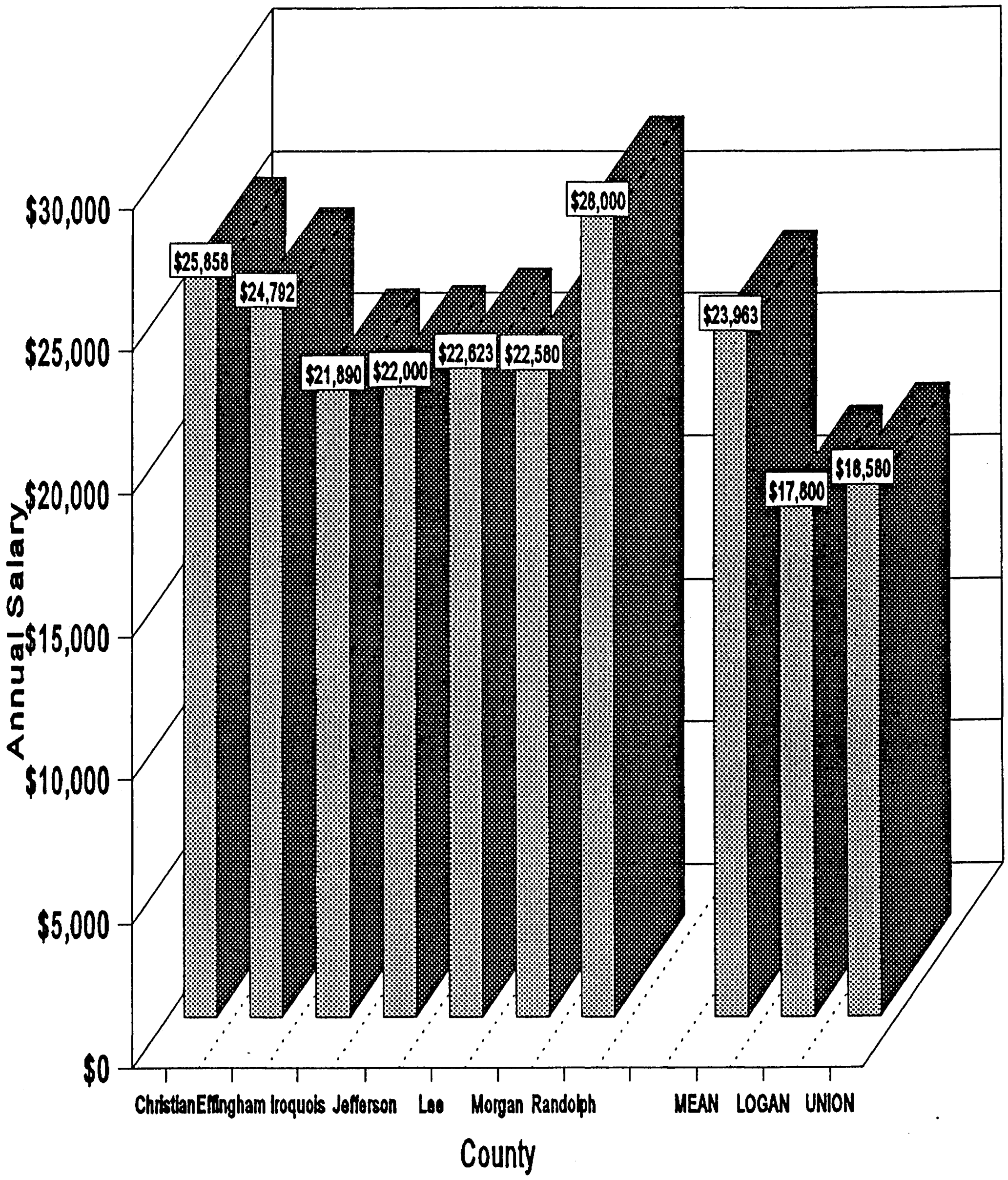
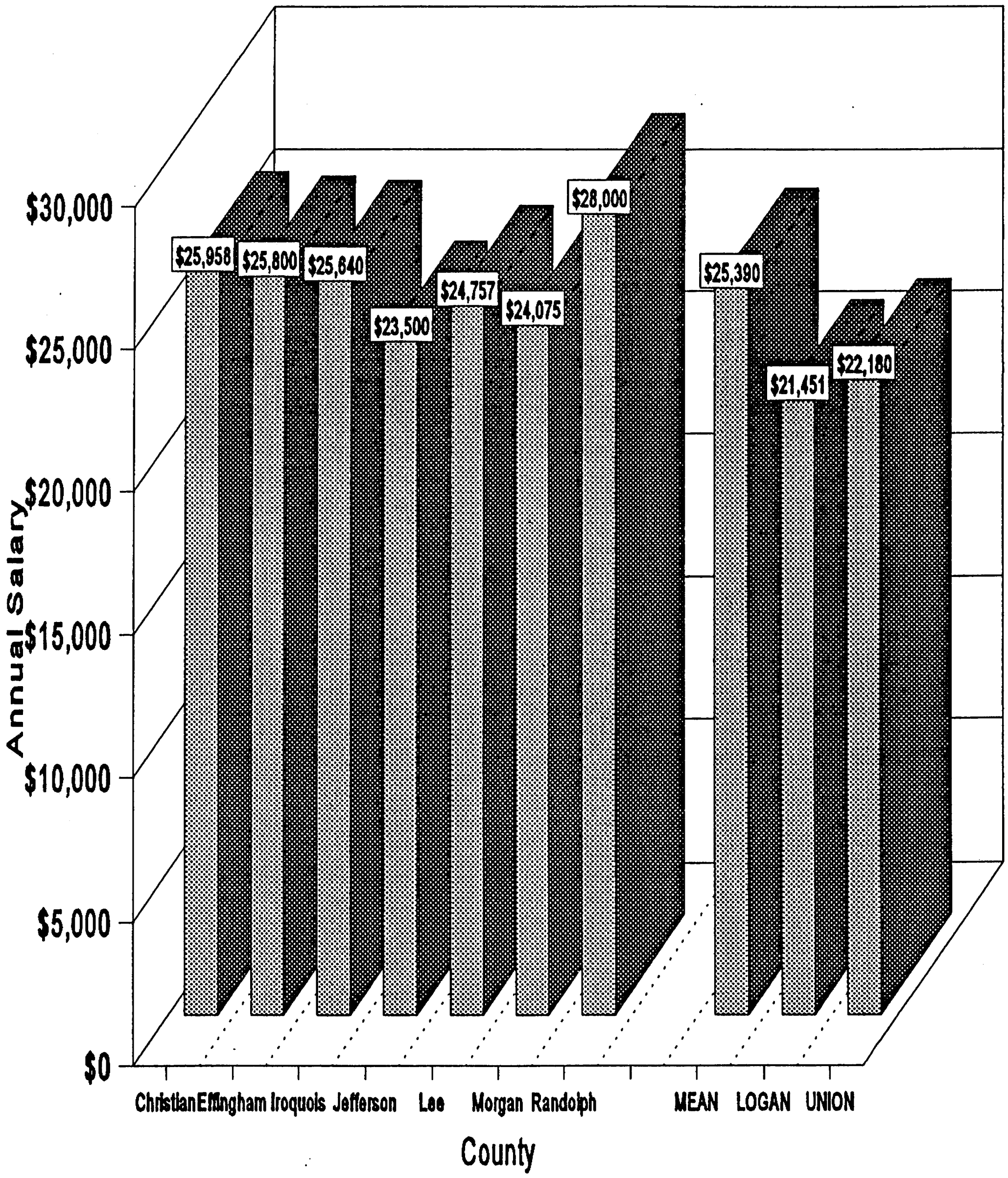


Figure 1.3

1993 Officer Salaries After 5th Year



pay). The consistency and magnitude of these disparities suggest that I should adopt the Union's final salary offer for 1993.

But the IPLRA instructs me to consider factors in addition to comparable compensation. I must also consider under § 14(h)(3) "the financial ability of the unit of government to meet . . . costs."[10] In addition, I must consider the "overall compensation presently received by the employees. . . ."[11]

In this vein, the Union and County have produced much evidence comparing Logan County expenditures to those made by comparable counties. These comparisons, while interesting, cannot have the same standing as compensation and cost-of-living factors under § 14(h)(4) of the IPLRA. That part of the Act speaks to the issue of comparable *compensation*, but clearly does not direct the Arbitrator to consider comparable *expenditures*. It is understandable that the Act, in denying peace officers a right to strike for wages and working conditions, would permit the Arbitrator to examine labor market characteristics to resolve an economic impasse. However, it would be unwise and arguably undemocratic to empower an Arbitrator to direct a governmental employer to adopt budgeting priorities that conform to so-called comparable jurisdictions. I therefore view as irrelevant evidence of how comparable counties are budgeting and expending public

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[10] The County implicitly argues that I should consider this part of the IPLRA. *See* County Brief at 6.

[11] The County also argues implicitly that I should consider this part of the IPLRA. *See* County Brief at 6-8.

revenues.

The relevant evidence in weighing the County's ability-to-pay argument is found in its own budget. Within that document I must examine the performance of the General Fund, from which Sheriff Officer salaries are appropriated, and the performance of the budget as a whole. In 1993 General Fund revenues totalled $2,740,422 and expenditures totalled $2,833,596. This resulted in expenditures exceeding revenues by $93,174.

This shortfall must be viewed in context, however. The General Fund began the 1993 fiscal year with a $1,173,053 balance. Also, apart from appropriated revenues and expenditures, the General Fund incurs transfers among other budgets. The details of this process are not material, but I note that in 1993 $309,539 was transferred in and $531,980 was transferred out. This widened the General Fund's shortfall to $315,615. As a result, the General Fund ended 1993 with a $857,438 balance.

Numerous appropriations are made from the General Fund. Clearly, it is not the exclusive reserve of the Sheriff's Office. Nevertheless, the Sheriff's budget is a major part of the General Fund. In 1993, Sheriff Officer salaries totalled $511,549 or 18.1% of all General Fund expenditures. The County is therefore more than justified in seeking to control salary costs on this budget line.

The issue I now decide is the "financial ability of the unit of government to meet those costs" (i.e., Award). Although the Sheriff employs 19 Deputies, only 2 Officers (Spickard and

Carmichael) are at points in the salary range affected by this impasse.[12] The amount presently in controversy is several (two or three) thousand dollars.

Based on the 1993 budget evidence before me, I cannot conclude that the County is unable to meet this additional cost. In dismissing the County's argument, I must make plain that in my view a public employer's budget does not have to be in or even near deficit before an Arbitrator decides this issue in the employer's favor. In making my decision, I have considered the probable impact of an additional $3,000 (approximately) expenditure on a budget that incurred a net fiscal loss of $315,615 and ended with a balance of $857,438. Clearly, the County cannot afford to run the General Fund in deficit for two or three more years while incurring losses of several hundreds of thousands of dollars each year. I am fully aware that the Union's final offer would move General Fund expenditures further out of balance. Looking only at 1993, however, it is clear that the County budget is sufficient to fund the Union's offer.

The County is correct in directing me to consider the Officers' overall compensation and benefit package as I consider salary offers. The County argues that its Officers get relatively more holidays (13) and paid vacation than most comparable counties. This is factually correct, but also beside the point. The differences are generally small. It is not the case that Logan County is offsetting its substantially lower salary scale

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[12] County Brief at 8.

by substituting much longer holiday and vacation benefits. I therefore dismiss this argument.

C. Decision: Weighing the evidence and arguments in light of the §14(h) factors I am to consider, I adopt the Union's 1993 salary proposal as my Award.[13] The Union has presented fair and reasonable comparables. Even after I ruled to exclude Clinton and Woodford Counties-- *thereby reducing salary differences between comparables and Logan County* -- there remained systematic evidence of inequitable pay for Sheriff's Officers. In analyzing the County's budget, I found evidence of significant deficit spending from the General Fund in 1993. I observed, however, that the Fund still had a large ending balance, sufficient to meet the additional cost imposed by my Award.

V. Issue 2: Sheriff Officers' Pay in 3rd Year of CBA

A. Arguments: The arguments for this issue are set forth in Part IV(A) *supra*.

B. Findings of Fact and Analysis: Comparable counties for this analysis differ from those in Issue 1 because no 1994 salary data are available for Iroquois and Jefferson Counties. Figures 2.1-2.3 (*see* pp. 22-24) set forth 1994 annual salary means for Logan and comparable counties. The County's offer for starting pay is $7,308 or 30.3% less than the mean for comparable counties, $7,873 or 30.7% less after the first year, and $5,193

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[13] The County correctly argues that the salary disparity for officers substantially narrows after the ten year. I dismiss this argument, however, because this impasse only concerns salaries in the 0-5 year range.

or 19.5% less after the fifth year. The Union's offer is also well below the mean for all comparable counties ($5,745 or 23.8% for starting pay, $6,313 or 24.6% less after the first year, and $3,684 or 13.8% less after the fifth year).

In reviewing the County's 1993-1994 budget, I find that the Sheriff's budget is estimated to be $905,197.[14] This reflects a decrease from fiscal year 1991-1992, when the Sheriff's budget was $946,342. Deputy salaries are larger in 1993-1994 ($510,000) than in 1991-1992 ($501,647), but the total budget is lower because the Sheriff's Office spent $27,795 for purchasing autos in the earlier period and expects to spend no money on autos this fiscal year.

Looking more broadly at the County budget, 1994 assessed valuations are budgeted at $240 million, an increase of $11 million from 1992. The 1994 levy for County property taxes is budgeted at $2,371,785, up from $2,272,431 in 1992 (estimated) and 2,060,732 in 1991. The County also budgeted to receive $2,902,968 in the General Fund, to expend $2,901,236 from that fund, and to have a Fund balance of $903,879.[15] This budget information is evidence of the County's ability to provide additional money to pay the Union's offer.

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[14] County Exhibit 1 at 27.

[15] All figures in this paragraph come from an unnumbered page titled "Logan County, Illinois Summary Sheets (Budget 93-94)," between pp. 2-3 in County Exhibit 1.

Figure 2.1

1994 Sheriff Officer Starting Salaries

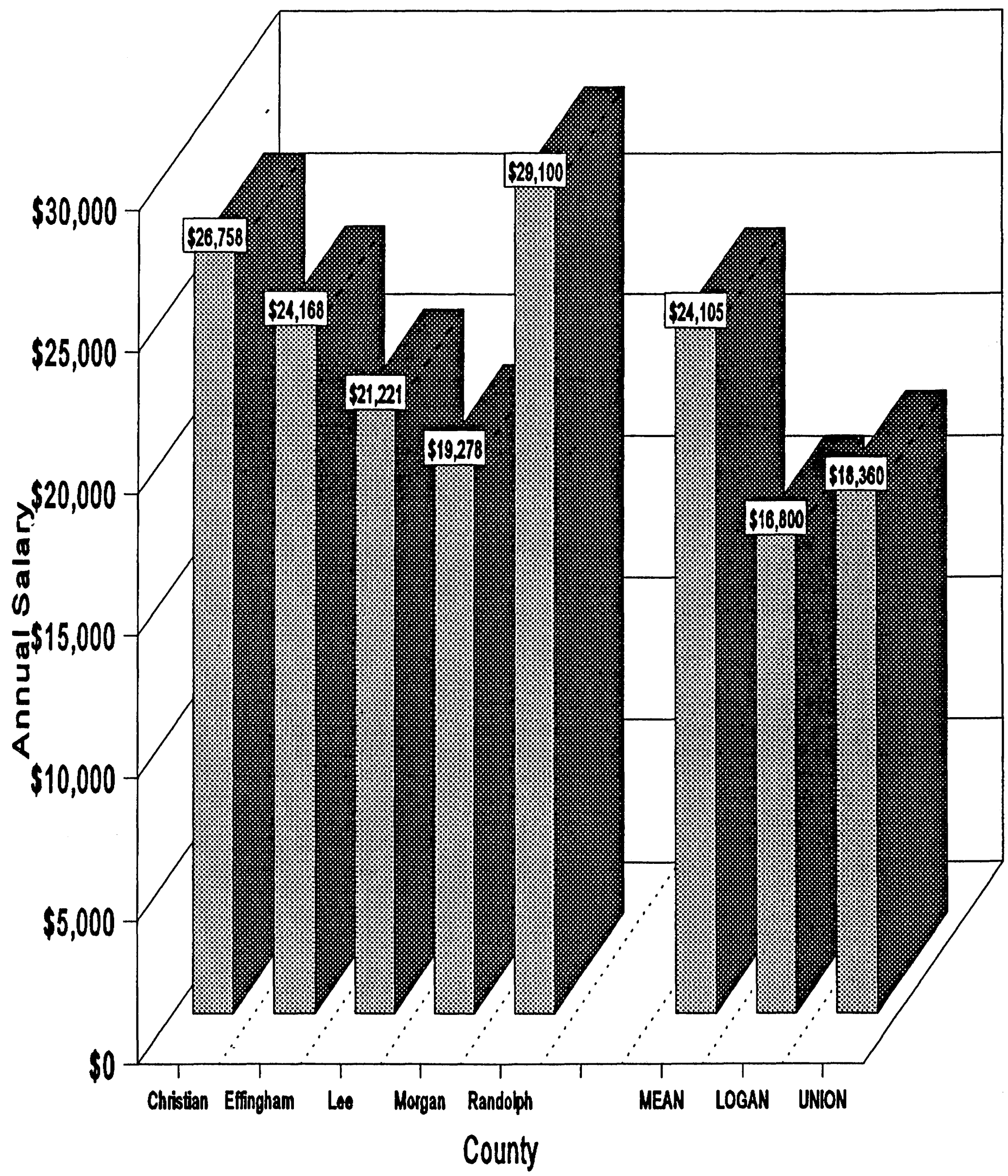


Figure 2.2

1994 Officer Salaries After 1st Year

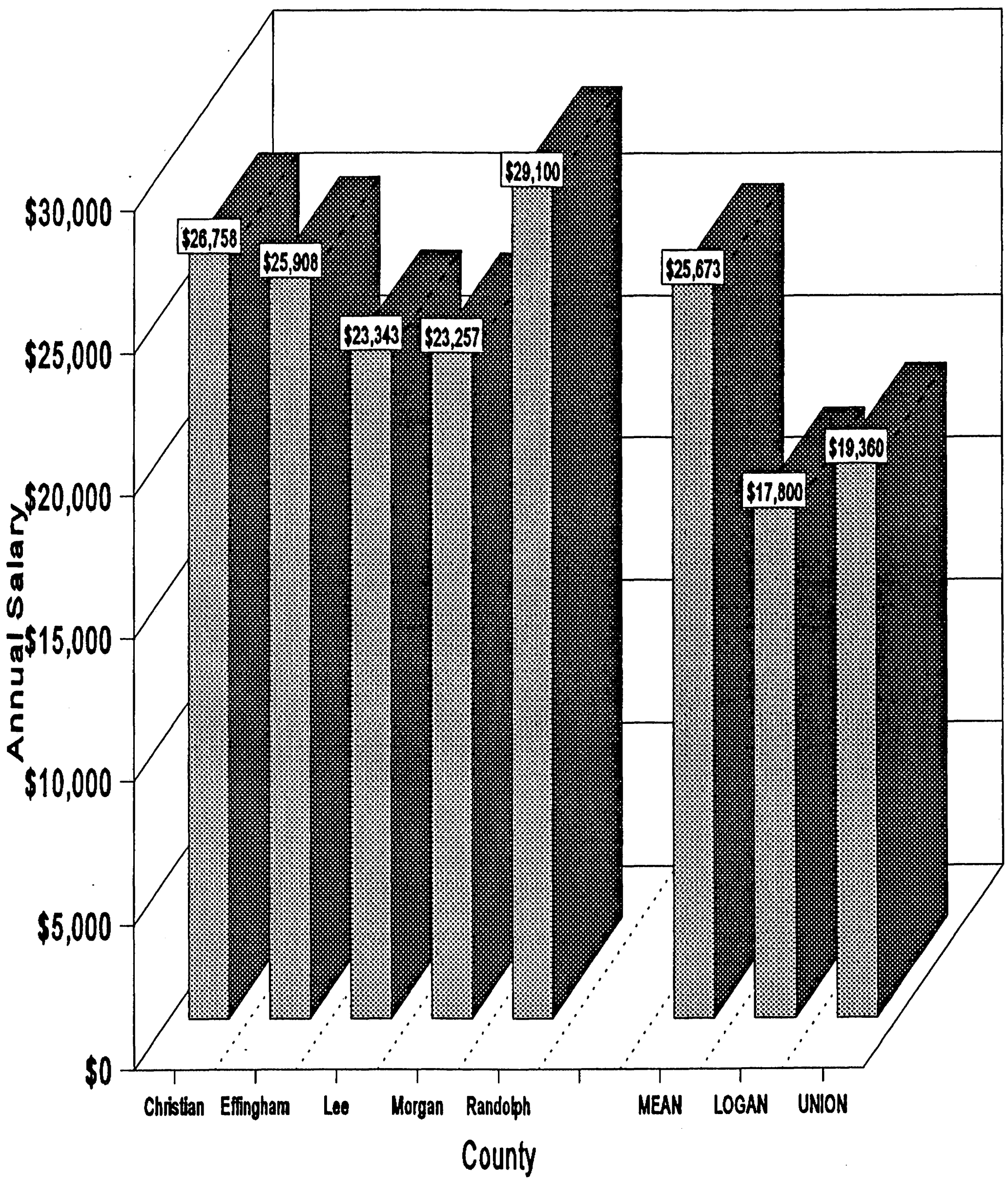
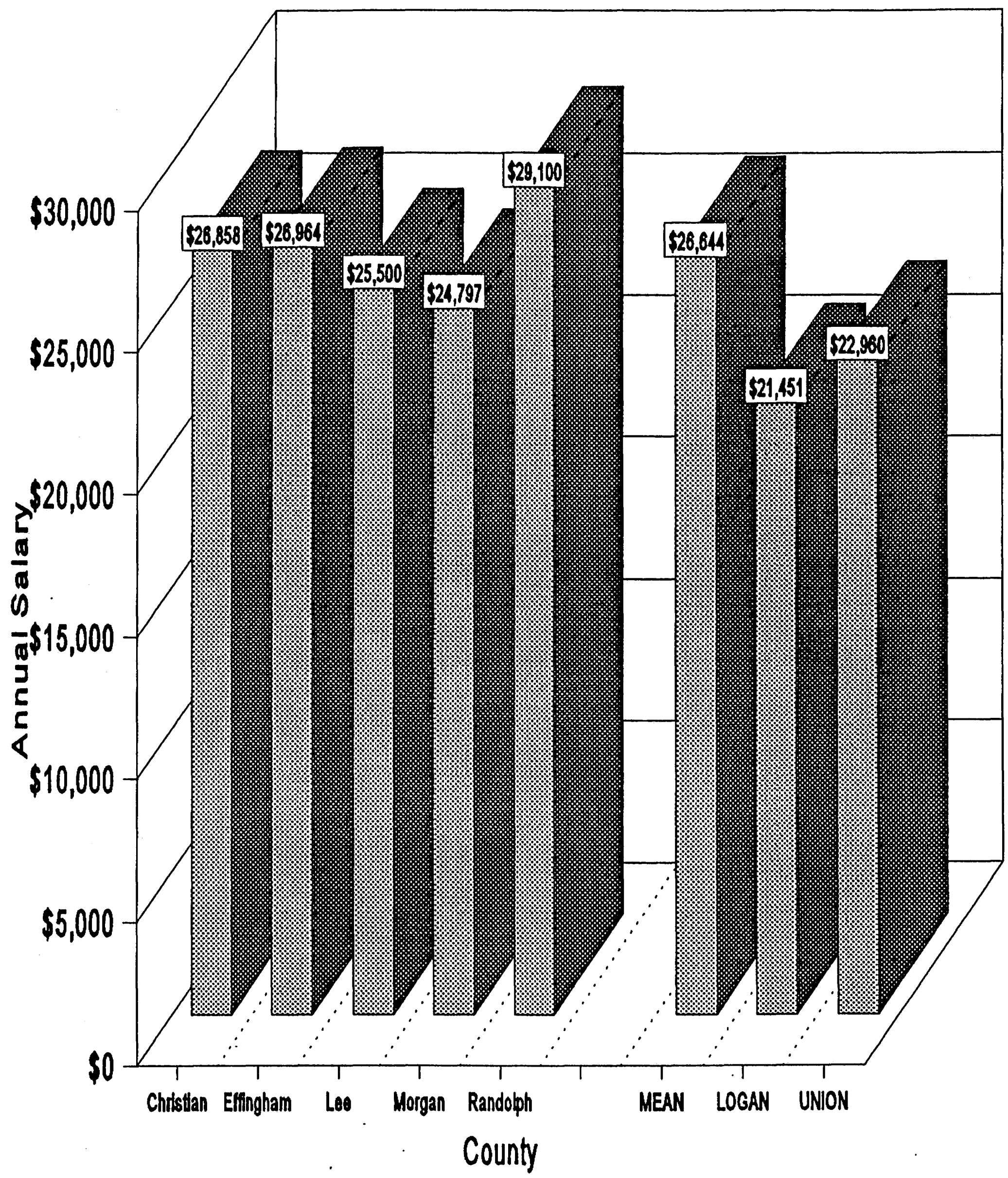


Figure 2.3

1994 Officer Salaries After 5th Year



C. Decision: Weighing the evidence and arguments in light of the §14(h) factors I am to consider, I adopt the Union's 1994 salary proposal as my Award.[16] The County's offer not only fails to make progress in closing the salary gap between Logan County and the comparables, but actually widens it. At the same time, there is evidence of increasing assessed valuations and property tax revenues for 1994. Thus, the equities weigh again in favor of the Union's offer.

VI. Issue 3: Distribution of Health Insurance Premium Savings

A. Arguments: The Union informs me that the dispute originally was whether premium savings would be distributed to all Officers (Union's position) or only those who participated in the HMO that produced the savings (County's position). When no agreement was reached, the County withdrew its offer and proposed to retain all premium savings. The Union contends that Officers are entitled to the savings because they helped to produce it.[17]

The County contends that it obligated itself to pay up to $185 per month for health benefits. This obligation does "not equate to saying to (employees) if we can find coverage at a rate less than that, we will reimburse that money to you."[18]

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[16] The County correctly argues that the salary disparity for officers substantially narrows after the ten year. I reject this argument, however, because the impasse I am breaking only concerns pay levels in the 0-5 year range.

[17] Union Brief at 24-25.

[18] County Brief at 9-10.

<u>B. Findings of Fact and Analysis</u>: The amount in dispute is not trivial ($4,602 in 1993 and $1,820 in 1994).[19] There is little in the way of precedent to guide my decision. Because insurance savings are so exceptional, there are no comparable jurisdictions to consider.

The factors identified in §14(h) of the IPLRA constrain my decision-making. In my judgment, §14(h)(3) is the most relevant factor to consider. I can see no harm to "the interests and welfare of the public" in adopting the County's offer. There is no rational connection between remitting these savings to Officers and promoting the public's welfare and interest. In sum, attracting and retaining professional caliber Officers is not related to this issue. On the other hand, the Union's offer would impose $6,422 in additional costs to the County.

Figure 3.1 (*see* p. 28) shows the year-end balance of Logan County's General Fund from 1989-1993. I note that year-end balances were stable from 1989-1992 (ranging from $1,428,935 to $1,173,054) before dropping sharply to $857,438 in 1993. Although this decrease is not catastrophic, it nevertheless merits attention. As Figure 3.1 graphically illustrates, General Fund balances have fallen continuously since 1991. The decrease has been substantial (40.0%).

I must also account for the fact that my Award in Parts V and VI *supra* will impose additional costs on the General Fund.

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[19] Union Exhibit 1, Tab 4 (Comparison of Insurance Costs and Savings from 1992 through 1994).

While it appears certain that the County has the ability to pay the entire insurance amount in dispute, the public interest would not be served in further diminishing the General Fund *for this purpose*. Here the County's argument concerning its agricultural economy rings especially true. Although salaries and benefits tend to track cost-of-living and comparable jurisdiction standards, farm commodity prices are much more volatile. Joseph's Old Testament dream of seven fat years followed by seven lean years for the Egyptian farm economy offers an enduring lesson in budget planning for farm communities. In short, the General Fund must have sufficient reserves for lean years that are all but certain. It appears the County lost some margin of financial comfort between 1992 and 1993. In the absence of a compelling Union argument, my decision cannot add liabilities to the General Fund.

C: Decision: For the foregoing reasons, I adopt the County's offer.

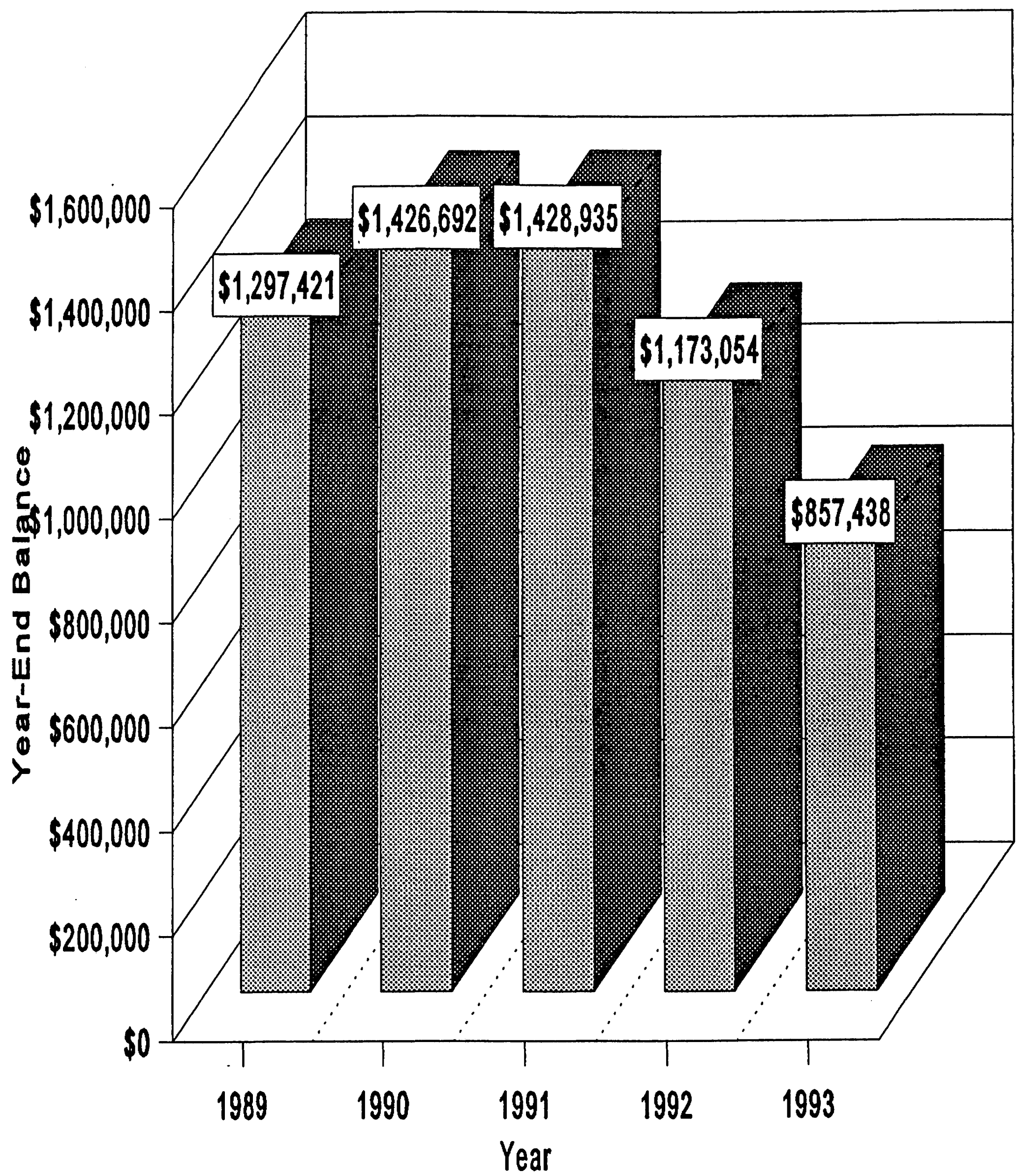
VII. Issue 4: Pay Periods

A. Argument: The Union argues that its offer conforms to a long-standing practice and custom. It contends that the burden is on the County to justify a change in procedures. It also notes that the County's offer would detrimentally affect Officers.

The County maintains that Officers are the only exception to a payroll program that operates bi-monthly. It argues implicitly that administration of one payroll program would be more efficient.

Figure 3.1

Logan County General Fund (1989-1993)



<u>B. Findings of Fact and Analysis</u>: I find the Union's argument more speculative than the County's. Changing pay day from once a month to twice a month involves a change in how an employee plans to pay bills and accumulate savings. But the change is minimal and can be easily managed if employees have time to plan for the change. On the other hand, the County's argument is reasonable. Administering one rather than two payroll systems can only lead to more efficient administration and possible cost-savings.

I adopt the County's offer as my Award, with the express understanding that regular monthly pay is to be divided into two equal or nearly equal portions, distributed bi-monthly;[20] *and* that my Award shall not become effective until January 1, 1995. This interval should allow Officers to make necessary adjustments in their bill paying and investment programs.

<u>C. Decision</u>: I adopt the County's offer for the foregoing reasons. I retain jurisdiction through February 16, 1995 to implement this portion of my Award.[21]

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[20] This reflects the legitimate concerns expressed by the Union in its Brief at 26-27.

[21] This is done pursuant to the Union's reasonable request, stated in its Brief at 27.

VIII. Award

1. I adopt the Union's final salary offer for 1993.

2. I adopt the Union's final salary offer for 1994.

3. I adopt the County's final offer concerning health insurance savings.

4. I adopt the County's final offer concerning pay period. I retain jurisdiction to implement this part of my Award for any dispute occurring between January 1, 1995 and February 16, 1995, provided that my jurisdiction is invoked within the time limits of the CBA.

Michael H. LeRoy

Arbitrator by Appointment of the
Illinois State Labor Relations Board

This Award Made
and Entered into
This 7th Day of
September, 1994, at
Champaign, Illinois.