

STATE OF ILLINOIS  
BEFORE THE INTEREST ARBITRATOR



In the Matter of the Interest Arbitration of a Dispute Between  
  
WILL COUNTY and SHERIFF OF WILL COUNTY, ILLINOIS  
  
and  
  
COUNCIL 31, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), for and on behalf of its LOCAL 2961

Case No. S-MA-95-14  
AFSCME No. 95-11-14432

APPEARANCES: LARRY SPIVACK, Regional Director, AFSCME Council 31, appearing on behalf of the Union.

NICHOLAS E. SAKELLARIOU of Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd., Attorneys at Law, appearing on behalf of the Employer.

OPINION AND AWARD

Will County and the Sheriff of Will County, Illinois, hereinafter jointly referred to as the County or Employer and Council 31, American Federation of State, County, and Municipal Employees (AFSCME), for and on behalf of its Local 2961, hereinafter referred to as the Union, were parties to a collective bargaining agreement in effect from December 1, 1991 through November 30, 1994. They were unsuccessful in their efforts to negotiate the terms to be included in a successor collective bargaining agreement to be effective from December 1, 1994 through November 30, 1997. Pursuant to the provisions of Section 14 of the Illinois Public Labor Relations Act (IPLRA) and agreements between the parties, the undersigned was selected to serve as the sole

member of an arbitration panel to resolve the impasse between them over the terms to be included in the successor collective bargaining agreement.

The hearing convened in Joliet, Illinois on January 30, 1996. At that time the parties outlined their positions, based upon their final settlement proposals prior to arbitration. At the suggestion of the arbitrator, the parties agreed to engage in mediation, with the arbitrator serving as mediator, in an effort to resolve the remaining issues in dispute. Mediation did not result in a settlement of the remaining issues in dispute, but the parties agreed to further modify their positions in an exchange of last offers of settlement, which took place on Friday, February 1, 1996.

The hearing resumed in Joliet, Illinois on Tuesday, February 6, 1996. Prior to the hearing, the parties agreed to modify their last offers of settlement so that their proposal with regard to one of the issues in dispute (new Section 13.7 c dealing with the rights of surviving legal dependents under certain circumstances) were identical, thereby resolving that issue. The parties then presented their evidence with regard to the five remaining issues in dispute, all of which are economic in nature.

A verbatim transcript of the hearings was prepared and received by the arbitrator on March 20, 1996. Written arguments were received and exchanged on May 21, 1996. Full consideration has been given to the evidence and arguments presented in rendering this opinion and award.

ISSUES IN DISPUTE

The five remaining issues in dispute relate to the wage rates to be paid during the three years of the agreement, the contribution to be required of employees for health insurance coverage, and Union proposals to establish educational incentive payments, pay deputies at two and one-half times their regular hourly rate of pay for work performed on holidays, and pay deputies an annual allowance of \$400.00 for the cost of cleaning uniforms.

(1) Wage Rates

The 1991-1994 agreement provided for a wage reopener in the third year. Pursuant to that provision, the parties entered into an agreement, effective December 1, 1993, which added 3.73% to each step of the existing pay schedule and eliminated 2 of the 11 steps, so that the pay schedule in effect through November 30, 1994 can be portrayed as follows:

<u>Step</u>	<u>FY 94</u>
1	\$28,739
2	\$31,434
3	\$33,114
4	\$34,998
5	\$37,486
6	\$38,111
7	\$38,735
8	\$41,236
9	\$43,735

In evaluating this pay schedule, it is important to note several things. First of all, the size of the annual step increases is not uniform. It reflects the result of modifications made in past bargaining, including the elimination of a two-tiered

schedule, pursuant to the terms of the 1991-1994 agreement, as well as the elimination of one step immediately prior to current step 8 and another step immediately prior to current step 9. Second, in this bargaining unit employees advance on the wage schedule on the anniversary date of their employment and deputies have continued to advance on the salary schedule in effect since November 30, 1994, during negotiations and the pendency of this proceeding. Third, as of December 1, 1994, there were no deputies in the first three steps.<sup>1</sup> In FY 95 three deputies moved from step 4 to step 5; 24 deputies moved from step 5 to step 6; 51 deputies moved from step 6 to step 7; 62 deputies moved from step 7 to step 8; and 28 deputies moved from step 8 to step 9. At the end of FY 95, there were 51 deputies at step 9. It can therefore be anticipated that there may be as many as 79 deputies (28 plus 51) at step 9 at the end of FY 96 and 141 deputies (62 plus 28 plus 51) at step 9 at the end of FY 97. At that point, nearly 65% of the bargaining unit (141 divided by 219) could be at the top step of the salary schedule, with no deputies occupying the first six steps of the nine step schedule.

The following chart reflects the percentage differentials that existed between steps before and after the December 1, 1994 reopener agreement:

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<sup>1</sup>The County is phasing out the use of deputies in the County jail. Consequently the number of deputies has declined for a number of years and will probably continue to decline for a few years.

<u>% Value</u> FY 93	<u>Step</u>	<u>% Value</u> FY 94
9.38	2	9.38
5.34	3	5.34
5.69	4	5.69
7.11	5	7.11
1.67	6	1.67
1.64	7	1.64
3.23		
3.13	8	6.46
1.51		
4.48	9	6.06

Other than the wide range of percentages, two things stand out when reviewing the percentage values of the step increases provided in the current schedule. The step increases provided for deputies moving from step 5 to step 6 and from step 6 to step 7 are relatively modest in comparison to the other step increases provided. On the other hand, the step increases now provided for deputies moving from step 7 to step 8 and from step 8 to step 9 are relatively significant and exceed the average of all steps (5.42%) and the average of all steps relevant for present purposes, i.e. steps 4 through 9 (4.77%).

#### Union's Final Offer

The Union proposes to increase the salary provided, at each step of the schedule except the top step, by 3%, effective December 1, 1994; by 3.5%, effective December 1, 1995; and by 3.5%, effective December 1, 1996. Under its proposal the top step would be increased by 5% in each of the three years. These increases would have the following effect:

<u>Step</u>	<u>Current</u>	<u>FY95</u>	<u>FY96</u>	<u>FY97</u>
1	28,739	29,601	30,637	31,710
2	31,434	32,377	33,510	34,683
3	33,114	34,107	35,301	36,537
4	34,998	36,048	37,310	38,615
5	37,486	38,611	39,962	41,361
6	38,111	39,254	40,628	42,050
7	38,735	39,897	41,293	42,739
8	41,236	42,473	43,960	45,498
9	43,735	45,922	48,218	50,629

The percentage value of each step in the schedule, other than step 9, would remain the same as those set out above. However, the value of step 9 would increase from 6.06% to 8.12%, 9.69% and 11.28% over the three years of the agreement.

In its exhibits, the Employer has computed the percentage increase in wages that will be generated in each fiscal year under the Union's proposal. In doing so, the Employer used a "cast forward" method of computation, projecting the actual salary figures for each employee, taking into account their individual anniversary date. In FY95, a few employees would experience an actual wage increase as low as 4.69 while a few would experience an actual wage increase as high as 11.2%. The overwhelming majority would fall somewhere in between and the average increase would be 6.41%. In the second year of the agreement, a significant number of employees (all those at the top step as of December 1, 1995) would receive a 5% increase, the lowest increase provided. The highest increases would exceed 13%. Again, the overwhelming majority would fall somewhere in between, with the average increase being 8.14%. In the third year of the agreement, an even larger

number of employees would receive increases as low as 5%, while some employees would receive increases well in excess of 14%. A majority of the increases would still fall somewhere in between, with the average increase being 8.83%.

County's Final Offer

The County proposes to establish new wage schedules for each year of the agreement. In those portions of the FY95 wage schedule that were unoccupied and in those portions of the FY96 and FY97 schedules projected to be unoccupied,<sup>2</sup> the adjustments (some of which go down before going up) would result in the creation of five steps (steps 2, 3, 4, 5 and 6) worth 5% each in the final year of the agreement. All occupied steps would be increased by 3% in each of the three years of the agreement. Finally, additional steps (worth an additional 1% each) would be added in the second and third years of the agreement, bringing the total number of steps back to 11. The results would be as follows:

<u>Step</u>	<u>Current</u>	<u>FY95</u>	<u>FY96</u>	<u>FY97</u>
1	28,739	29,601	30,489	31,404
2	31,434	31,081	32,014	32,974
3	33,114	32,635	33,614	34,623
4	34,998	36,048	35,295	36,354
5	37,486	38,611	39,769	38,172
6	38,111	39,254	40,432	40,080
7	38,735	39,897	41,094	42,327
8	41,236	42,473	43,747	45,060
9	43,735	45,047	46,398	47,790
10			46,849	48,254
11				48,723

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<sup>2</sup>Under the County's final offer, the three deputies who would remain at step 6 on December 1, 1996, awaiting their anniversary date, would be moved to step 7 at that time.

Under the Employer's final offer, the percentage value of old steps 2 through 9 and new steps 10 and 11 would be as follows in the third year of the agreement:

<u>Step</u>	<u>% Value FY 97 Steps</u>
2	5.00
3	5.00
4	5.00
5	5.00
6	5.00
7	5.60
8	6.46
9	6.06
10	.97
11	.97

Using the same methodology, the Employer also computed the percentage increase in wages that will be generated in each fiscal year under its proposal. In FY95, all those employees already at the top step of the schedule (51) would receive a 3% increase. All others would receive larger increases, with the highest being 10.11%. The average increase for the bargaining unit would be 5.73%. In the second year of the agreement, those 51 employees would all have their anniversary date adjusted to December and move to step 10 and receive increases of 4%. All others would receive higher increases, with the highest increases being approximately 9.6%. The average increase for the bargaining unit would be 6.81%. In the third year of the agreement, those same employees would move to step 11 and receive an increase of 4% each. All others would receive higher increases, with a few being in excess of 9.6%. The average increase for all deputies would be 6.42%.

(2) Health Insurance

Under the terms of the 1991-1994 agreement, the Employer agreed to continue the County's preexisting group insurance program. County employees electing single coverage were not required to contribute anything to the cost of the premiums for that coverage. County employees electing family coverage were required to pay 10% of that portion of the additional premium payment attributable to comprehensive major medical and dental coverage. According to the Employer, for FY96, 10% of the difference between the single and family premium would amount to \$32.30 per month for employees participating in the HMO plan and \$62.61 per month for employees participating in the PPO plan. Ten percent of the difference for dental coverage would be \$2.95 per month.

Employees participating in the PPO were also subject to deductibles and a co-insurance requirement. The deductible amounts, as of the last year of the prior agreement, were salary-based: \$150 per month for employees earning less than \$20,000 per year; \$200 per month for employees earning up to \$35,000 per year; and \$250 per month for employees earning over \$35,000 per year (i.e. all employees in the deputy bargaining unit). The deductible amounts were subject to a family cap of \$400 per year. There was also a co-insurance feature (80/20), under which all family members covered were subject to a co-insurance requirement up to \$600 each, per year.

In preparation for bargaining with the unions representing its various employees, the County commissioned a study of its health insurance program, in an effort to identify any possible savings and improvements. The study, which was conducted by the Hay Group, compared the County's plan with the plans established by a number of nearby counties, cities and other municipal employers. It was concluded that it would be possible to contain the cost of the plan, while making a number of improvements in the plan, and the County therefore retained one of the individuals responsible for conducting the study, Dr. John Dopkeen, to meet with the various unions and negotiate with regard to the details of a comprehensive proposal. All of the other unions representing County employees, including the AFSCME locals that represent most County employees, met and ultimately reached agreement on a new group health insurance plan to be implemented December 1, 1995. That same plan has been extended to cover all non represented employees.

Under the plan now in effect, the County first negotiates with the HMO and PPO providers to obtain the best possible rates. According to Dopkeen, by this process, it was possible to negotiate a number of improved benefits in the area of dental care, vision care and mental health. Also, certain new benefits were added in the areas of preventative care, such as well woman/baby care and routine physical examinations. Now, when an employee uses a doctor within the physician network, the County pays 90% of a reduced cost, thereby extending benefits to both the County and employees.

In addition to continuing the co-insurance feature, at the 90/10 rate, the plan requires a similar deductible. It also requires a premium contribution tied directly to salary. Under the plan, employees electing single coverage are required to pay .5% of base pay per month, commencing on December 1, 1995, and 1% of base pay per month, commencing on December 1, 1996. Those employees electing family coverage are required to pay 1.5% of base pay per month, commencing on December 1, 1995, and 2% of base pay per month, commencing on December 1, 1996.

The Union's expert, Hank Scheff, director of budget and benefit analysis, acknowledged that the plan produced substantial savings and some improvement in benefits. However, he pointed out that there were certain disadvantages as well. Thus, for example, the maximum out of pocket for the co-insurance feature was increased from \$600 to \$900 (but with an \$1,800 family cap). He also noted that much of the cost savings, which were only partly used to pay for the improved benefits, were already available, had the County restructured the plan sooner. Although the County has created a Section 125 savings plan to allow employees to pay for their contributions with before tax dollars, Scheff noted that that same provision also provided the County with a savings in payroll taxes. He acknowledged that some cost savings are possible through deductibles and co-insurance features, but noted that those savings do not come without some risk that persons covered will avoid seeking needed medical attention. Finally, he noted that it is not

unusual for public employers to pay the entire cost of health insurance and that there are no studies showing that cost savings achieved through employee premium contributions were effective in reducing or moderating cost increases.

#### County's Final Offer

The County proposes to include a new group insurance provision in Section 13.1 making reference to the benefit/contribution package now applicable to all other County employees, effective December 1, 1995. It would replace the old cost-sharing formula (10% of the difference between single and family coverage) with the above described cost-sharing arrangement. As a consequence, deputies electing single coverage would be required to contribute 1/2% of their base pay per month, commencing on December 1, 1995, and 1% of their base pay per month, commencing on December 1, 1996. Deputies electing family coverage would be required to pay 1.5% of their base pay per month, commencing on December 1, 1995, and 2% of their base pay per month, commencing on December 1, 1996.

While the differences between the old and new cost-sharing requirements would admittedly have a negative impact upon the second and third year wage increases included in the County's final offer, those differences would be tempered by the savings to the employee through participation in the Section 125 program, which did not previously exist. In its evidence and arguments, the County also points to other potential savings, as reflected in hypothetical examples involving use of the benefits now available.

### Union's Final Offer

In its final offer, the Union proposes that deputies electing family coverage should be required to contribute 1.5% of their base salary per month toward the cost of such coverage, effective December 1, 1995. Under its proposal, deputies electing single coverage would not be required to contribute toward the cost of such coverage during the term of the agreement. It also proposes that the "plan design changes and co-payments as provided to other Will County employees" be "attached to the agreement."

#### (3) Educational Incentives

Currently, the agreement contains no provisions requiring deputies to have or obtain college credits. However, it does include a detailed provision providing for reimbursement for tuition, fees, equipment and books under certain conditions. Under merit commission rules, a deputy must have 30 hours of college credit to be eligible for promotion to sergeant and 60 hours of college credit to be eligible for promotion to lieutenant.

### Union's Final Offer

The Union proposes to include the following educational incentive provision in the agreement:

15-29 hours	1% applied to base salary
30-59 hours	1 1/2% applied to base salary
60-89 hours	2% applied to base salary
90-119 hours	2 1/2% applied to base salary
120 + hours	3% applied to base salary

### County's Final Offer

The County does not propose to include any educational

incentive provision in the new agreement. Instead, it would continue the status quo in that regard.

(4) Holiday Pay

Under the terms of the 1991-1994 agreement there were 13 paid holidays. While some deputies work a regular Monday through Friday shift and many of those deputies are able to take off on holidays, most deputies work rotating shifts and are required to work on those holidays falling on a scheduled day of work. On those occasions, they receive eight hours of holiday pay, in addition to straight-time pay for working their scheduled shift. There are no exceptions for any of the holidays that traditionally carry greater significance in terms of family life.

Union's Final Offer

The Union does not propose to increase or modify the list of holidays included in the agreement. However, it does propose that, when deputies are required to work on a holiday, as defined in the agreement, they shall be compensated at the rate of two and one-half times their regular hourly rate of pay.

County's Final Offer

The County does not propose to change any aspect of the holiday provisions of the agreement or the practice thereunder. Instead, it would continue the status quo in that regard.

(5) Uniform Cleaning Allowance

The sheriff's department provides deputies with all required uniform items and items of equipment. The uniforms and equipment

remain the property of the County, but are replaced as necessary, due to fair wear and tear, under a "quartermaster" system. Under departmental regulations, deputies are required at all times to be neat, clean and well groomed and they are required to keep their uniforms, plain clothes, shoes, metal equipment and weapons "clean, pressed, polished and serviceable." The uniform items require periodic cleaning. The department does not provide dry cleaning service as part of its quartermaster system and, as a consequence, deputies are required to absorb that cost themselves.

#### Union's Final Offer

The Union proposes that each deputy be paid a lump sum of \$400 the first pay period in January of each year, effective January 1996, for the purpose of providing compensation for the care and cleaning of uniforms and equipment.

#### County's Final Offer

The County does not propose any changes in the quartermaster system described above or to include any uniform cleaning allowance in the new agreement. Instead, it would maintain the status quo in that regard.

#### PARTIES' POSITIONS

Before setting forth its arguments, the Union notes that the parties entered into a number of stipulations, one of the criteria to be considered in choosing between the parties' final offers on the remaining issues in dispute. It was agreed that the arbitrator has the authority to adopt the final offer of either party as to

each issue in dispute, since each is economic in nature, and the authority to issue an award providing for increases in wages and other forms of compensation, retroactive to December 1, 1994. In addition, the Employer agreed that the statutory criterion referring to the County's financial ability to meet the costs of the Union's proposals is not implicated in this proceeding.

While the County is not contending that it lacks the financial ability to meet the costs of the Union's proposals, it does make reference to the fact that it is a non-home rule County and one of the "collar counties" of Cook County. As such, it is subject to a state-imposed cap for purposes of annual real estate tax levy increases (5% or increases in the CPI, whichever is less).

For purposes of making comparisons to the wages, hours and conditions of employment of deputies with employees performing similar services in public employment and comparable communities, part of the third statutory criterion, the Union would have the arbitrator focus on 1 county (Kane) and 10 municipalities located in whole or in part in Will County. It proposes to include Kane County in this comparison, because of its similarity to Will County, based upon equalized assessed value of residential real estate (EAV) and the percentage change in EAV between 1981 and 1990; the number of deputies employed by Kane County (100 to 150); the fact that the Kane County deputies have been represented in collective bargaining since shortly after the Illinois statute took effect; and factors relating to the population of the two counties,

and their suburban nature, in relation to the City of Chicago. According to the Union, other collar counties and other counties relied upon by the Employer do not compare well to Will County in terms of EAV or the other factors identified. In most cases, the numbers are either much greater or much smaller.

The Union identifies the following municipalities as being comparable:

Bolingbrook  
Crest Hill  
Frankfort  
Joliet  
Lockport  
Naperville  
New Lenox  
Romeoville  
Shorewood  
University Park

Utilizing a number of factors, including population, geographic size, EAV, and total full-time, sworn and deputy employees, the County contends that the following counties should be utilized for purposes of making external comparisons to employees performing similar services in public employment in comparable communities:

Lake County  
DuPage County  
Kane County  
Peoria County  
Kendall County  
Winnebago County

According to the Employer, it is more appropriate to compare to other county sheriff's departments, located in counties sharing similarities in the referenced factors. Counties, and sheriff's

departments in particular are required to provide services that are unique and different from those provided by municipalities. The population figures for the six counties in question, while not identical, are of the same order of magnitude and none, other than DuPage County, have home rule authority. All, except Kendall County, have a substantial general county work force and four of the six employ more than 100 sworn employees in the sheriff's department. Will County is the largest in square miles, third in population, third in EAV, third in total full-time employees and second in total sworn and deputy employees.

The County notes the relatively small size of the municipalities relied upon by the Union, with seven having populations of less than 15,000 and four having populations under 10,000. The three remaining (Bolingbrook, Naperville and Joliet), are all home rule municipalities. Naperville is primarily located in DuPage County, along with the seat of government and legal responsibilities. The city of Joliet, the Employer notes, has a significant new revenue stream of approximately \$18 million dollars per year, through riverboat gambling operations. The number of police officers employed in the small municipalities, range from a low of 10 to 12 police officers in New Lenox and Shorewood and 30 in the village of Romeoville. According to the County, there are often disagreements as to which counties should be used for purposes of comparison in proceedings involving deputies, but the comparisons are generally confined to other counties.

(1) Wage Rates

Union's Position

The Union makes a comparison between the maximum wage rates (in effect on May 1, 1995) among its comparables, with the maximum wage rate in effect as of November 30, 1994 and notes that seven municipalities had higher maximum rates. These higher rates were achieved, in the majority of cases, through the existence of a longevity pay provision, which the County does not have. Even so, the Union notes, it takes eight years to reach the maximum wage rate under the County schedule, which would be increased again under the County's proposal.

The Union also makes an internal comparison between the maximum wage rates for deputies and the maximum wage rate for sergeants and lieutenants. The difference in maximum wage rates for sergeants was \$7,348 (or 17%) in FY94. Under the Union's proposal, the difference would remain at 17% in FY95 and FY96 and increase to 18% in FY97. The difference in maximum wage rates for lieutenants was approximately \$12,538 or 29% in FY94. Under the Union's proposal, this difference would remain at 29% in FY95 and FY96 and increase to 30% in FY97. Under the Employer's proposal, the difference in maximum wage rates for sergeants would increase to \$8,589 or 19% in FY95, \$9,737 or 21% in FY96, and \$10,975 or 23% in FY97. The difference in maximum wage rates for lieutenants under the County's proposal would increase to 31%, 33% and 35%

respectively.

According to the Union, the "wage gap" that would exist between deputies and sergeants under the Employer's proposal would be out of line among the external comparable communities it relies upon for comparison purposes. Sergeants in Kane County only earned 7% more than deputies in FY95 and FY96; sergeants in Lockport only earned 13% more than patrolmen in FY95 and FY96 and 14% in FY97; sergeants in Romeoville only earned 17% more than patrolmen for FY94 and FY95; and sergeants in University Park only earned 13% more than patrolmen in FY94, FY95 and FY96.

Turning to the Employer's internal comparisons, the Union notes that most other employees of the County, even those who are not in a collective bargaining unit, are to receive increases of 5% in FY95 and 5 1/2% in FY96. Included in this group are public defender personnel, probation officers and support staff, as well as non bargaining unit personnel.

Finally, the Union argues, the Employer's proposal contradicts the underlying purpose of a multi-stepped pay schedule, i.e. to compensate employees for the increase in value of their services based upon years of experience. Under the schedules proposed by the Employer, the value of some steps would decrease between years, thereby suggesting that the value of a deputy moving between those steps in different years would be less. In essence, the Union argues, the Employer's proposal decreases some step increases in order to offset the cost of a cost-of-living increase. According

to the Union, those are two separate considerations and should have no relationship to one another, especially where there is no claimed inability to pay.

#### County's Position

The County makes the following points in support of its final offer on wage rates:

1. The County's proposal was designed to provide a reasonable wage increase to every employee and to begin to make the increment between steps more uniform. In doing so, it only modifies the steps which were unoccupied during the term of the agreement. It also provides minimum increases of 3%, 4% and 4% in the three years of the agreement. To assure this minimum increase for employees at the top step, a tenth and eleventh step were added. The percentage increases and average percentage increases granted during the three years of the agreement are reasonable and involve a wages only cost increase of \$1,745,540.

2. The Union's proposal does nothing to address the uneven increments between steps and actually aggravates the problem by increasing the difference between step 8 and step 9 from \$2,499 to \$5,131. In addition to providing minimum individual increases of 4.69%, 5.0% and 5.0%, the Union's proposal would generate larger maximum increases and average increases of 6.41%, 8.14%, and 8.83%, at an additional cost of \$437,363.

3. While the Union may claim that the nine step plan is inviolate and must be maintained and that the amount of increase

applied to each step is all that should be considered as a wage increase, neither position has merit. The 1991-1994 agreement included various wage schedules, including a two-tiered schedule which was phased out and a 13-step schedule which was adjusted down to 11 steps in December 1992 and 9 steps in December 1993. Although the Employer offered a higher increase (5.5% overall cost), the Union opted for a smaller (3.73%) increase, with elimination of two steps. This bargaining history demonstrates that the parties have utilized adjustments in the schedule to achieve their needs and that they have recognized a relationship between step increases and overall increases in the process.

4. A ranking of County employees, based upon their base salary, demonstrates that of the 1,598 County employees listed, only 163 have salaries higher than a top step deputy. Seventy of those 163 employees are command personnel in the sheriff's department. A review of the percentage wage increases granted in bargaining to other bargaining units and to exempt employees in the County demonstrates that the County has maintained a general parameter of a three-year pattern of increases of 5% for the first year, 5.5% for the second year and 5.5% for the third year, regardless of the existence or non existence of salary schedules. For the executive branch and LPN's, there was a one time adjustment in anniversary dates to a uniform December 1 date for all employees in FY96, resulting in an additional 1.1% cost of the settlement. In the health department and among command personnel in the

sheriff's department, who are represented by the Metropolitan Alliance of Police (MAP), the employees were already on a December 1 anniversary date, so no such adjustment was made. Exempt employees, who have no salary schedule, received a 5% increase for FY95 and a 5.5% increase for FY96. Their salaries have not yet been funded for FY97. Negotiations with employee units under the Illinois court system resulted in settlements within the same parameters of 5%, 5.5% and 5.5%. While the Union makes much of the fact that all sergeants and lieutenants at the top step will receive increases of 5%, 5.5% and 5.5%, it ignores the fact that all of the sergeants and lieutenants are at the top step of their respective schedules. Under the Employer's proposal, many deputies will receive percentage increases well in excess of those received by sergeants and lieutenants and the percentage increase in wages under the MAP agreement is less than the percentage increase under the County's final offer to the Union. Similarly, the Union made much of the difference between the pay at the top step of the deputies' schedule and the pay at the top step of the sergeants' schedule. While the top step of the sergeants' schedule is now greater than it previously was, additional steps were added to both the sergeant and lieutenant schedules. A deputy who is promoted to sergeant starts at the first step of the sergeant's schedule. In FY94 the differential was \$3,596 or 8.22% and in FY95, under the County's proposal, that differential will drop to \$2,359 or 5.24%. In FY96, the difference will drop to \$1,945 and in FY97 the

difference will drop to \$1,499. If the Union's proposal is adopted, the top step for the deputy schedule will, for the first time, exceed the first step of the sergeants' schedule in FY97.

5. Turning to its external comparisons, the County notes that its wage proposal will maintain its status as having the highest starting salary and the highest top salary of any of the jurisdictions in question. (Will County and Lake County will have the same starting salary.) Even if the new steps 10 and 11 are eliminated from the comparison, the County would still have the highest top salary. While the salary schedule for each jurisdiction is different, the County still compares favorably when those matters are taken into consideration. Winnebago County has a 10 step plan, but spreads the steps over 20 years. Peoria County uses a 21 step plan. While Kendall County uses a 9 step plan, there is no step movement allowed in years 6 and 8. Similarly, Lake County has a 9 step plan with no step movement allowed in years 7 and 9. In DuPage County, there is no pay plan and increases are subject to the discretion of the sheriff and the County Board. Only in Kane County, are there fewer steps (3), but the maximum salary in that county as of June 1, 1996, was \$41,376.

6. The County's proposals exceed increases in the Consumer Price Index for all relevant periods. This is true whether the comparison is based upon average increases for the bargaining unit or increases for employees already at the top step. The increases provided under the prior agreement also exceeded increases in the

CPI for the relevant periods. Consequently, there is no basis for a "catch up" argument under this criterion.

(2) Health Insurance

County's Position

The County makes the following points in support of its final offer on health insurance:

1. The County's proposal offers an enhanced benefit plan and redistributes premium contribution so that all employees contribute to the cost of insurance. Under the 1991-1994 agreement, employees who elected single coverage did not contribute to the cost of their insurance. Under the County's proposal, depending upon the coverage chosen, some employees will see a substantial reduction in contributions while others will see an increase. Employees electing family coverage under the PPO plan will experience a decrease in their monthly premium contribution ranging from \$22 to \$27 in FY96 and from \$5 to \$10 in FY97, according to Employer calculations. Single employees will be required to pay between \$13 and \$15 in FY96 and between \$28 and \$30 in FY97, according to those same calculations. Employees participating in the HMO family plan will experience increases ranging between \$3 and \$8 in FY96 and between \$21 and \$25 in FY97. Typical scenarios of utilization indicate that, if an employee remains within the physician network, the employee's cost of utilization will be lower, regardless of whether the employee is characterized as a low, average or high

utilizer.

2. Under the Union's proposal, where only those employees electing family coverage will be required to contribute (at the rate of 1.5%), some employees will see reductions in costs, but those reductions will not be redistributed to other employees in the bargaining unit. In negotiating with regard to these changes, County representatives met with the representatives of other bargaining units, including AFSCME representatives, but the Union here indicated that it had no interest in a revised plan, prior to the submission of final offers for arbitration. During the negotiations over the terms of the plan, a revised premium structure was discussed as an integral part of the revised plan and the results reflect the give and take that occurred during those negotiations. The Union should not be permitted to avoid participation in the negotiations over the health plan and then attempt to "cherry pick" the plan, without the premium contributions agreed to by all other County employees.

3. Internal comparisons are extremely compelling. Every Will County employee, including those under the Illinois court system, participates in the insurance plan and contributes according to the County's proposal. This includes the sheriff's sergeants and lieutenants represented by MAP, who receive higher salaries and therefore pay a greater dollar amount. The 48 deputies who have in the past selected single coverage should not be permitted to get a free ride, nor should the remainder be permitted to pay a lower

percentage.

4. Turning to its external comparisons, the County notes that Kane, Kendall, Peoria and Winnebago Counties all require a premium contribution for single coverage. While the premium contributions required by those counties vary, the Employer's proposal is reasonable and, in many cases, is lower. In Kane County, the only county utilized by the Union as a comparable, employees are required to make contributions toward single coverage. Also, the family premium contribution (\$95 per month) is greater than the Employer's proposed PPO contribution at the highest salary step (\$43.54 in FY96 and \$60.38 in FY97). Even University Park, which has significantly lower salaries, requires a greater family premium contribution. While the Village of Shorewood requires no premium contributions, its top salary is \$11,000 lower than the Employer's proposal. Finally, an analysis of the Union's own evidence indicates that there is a trend toward requiring premium contributions for single coverage.

#### Union's Position

The Union notes that, under the Employer's proposal, deputies would be required for the first time, to contribute to the cost of single coverage. While the Employer attempts to justify these increases by arguing that the plan provides improved benefits, it fails to mention that under the plan design, which the Union has accepted, deputies suffer a number of increased costs. Under the PPO, the family cap for deductibles is increased from \$400 to \$500

and the per person deductible is increased from \$600 to \$900. Also, it is more likely that an employee will reach the out-of-pocket maximum as a result of in-network hospital charges being reduced from 100% to 90%. Similarly, coverage for emergency service has been reduced from 100% of the first \$300 to 90% and coverage for home health care and skilled nursing care has been reduced from 100% to 80%. The co-payment for generic prescription drugs increases by \$4 per prescription and \$1 for brand names. Under the HMO, the cost of a physician visit goes from zero to \$5 per visit and the cost of an emergency room visit increases from zero to \$10 per visit, unless admitted. Finally, the co-payment for prescription drugs increases from \$3 and \$8 respectively for generic and brand names to \$5 and \$10.

Not only does the plan design include these increased costs, the evidence shows that the Employer actually saves money as a result of the plan design. This fact negates the need for increased employee contributions. According to the Employer's own exhibits, it will annually save \$81 for the average in-network utilizer and \$2,051 for the average out of network utilizer. The evidence shows that the Employer reaped a huge savings -- likely totalling more than a million dollars -- as a result of discounts associated with its move from independent third party administrator status to Blue Cross.

While the Employer relies upon the fact that other bargaining units have agreed to these increased contributions, that argument

overlooks the reason for having multiple bargaining units, i.e. to provide employees in different groups sharing the same community of interest, the opportunity to bargain for a wage and benefit package tailored to that interest. A review of benefits negotiated by other bargaining units clearly demonstrates this point. In the absence of evidence showing that the increased contributions are necessary to pay for the cost of the plan, the Employer should not be permitted to require this unit to accept the increased cost, especially in light of the smaller increases in wages that the Employer has proposed.

While the Employer argues that there is a national trend toward requiring employees to contribute towards the cost of individual coverage, the Union presented uncontroverted evidence that in 1994, at least half of all state and local public employees were not required to make such contributions. This is consistent with the evidence concerning the Union's external comparables. Interest arbitrators, including the arbitrator in this proceeding, have long placed heavy emphasis on such comparisons when reviewing an employer proposal to change a longstanding practice with regard to health insurance contributions.

The suggestion that requiring employees to make contributions somehow motivates them to take better care of themselves is fallacious. The individual's contribution remains the same, regardless of utilization of the benefits.

(3) Educational Incentives

Union's Position

According to the Union, the existence of the requirement that a deputy have at least 30 hours of college credit in order to take the sergeant's exam and 60 hours of college credit in order to take the lieutenant's exam, reflects the growing trend toward professionalizing law enforcement in order to improve services and avoid litigation. Improved communications skills promote efficient administration and better community relations. The Employer should share in the cost of achieving this professionalization by creating a set of educational incentives similar to those provided by a majority of the other comparables communities relied upon by the Union. Six of the Union's 11 external comparables currently have some form of educational incentive for their law enforcement personnel. While this proposal may constitute a departure from the status quo, it is by no means a dramatic departure, particularly in light of the Employer's promotional requirements. The incentives provided would merely place County deputies in the middle of the current trend toward professionalization, among the comparable law enforcement agencies.

County's Position

The County notes that even though the Union's proposal is based upon a percentage of salary, depending upon the credit hours already earned, it provided no supporting data as to the cost of its proposal. In the absence of accurate cost data, it is impossible to ascertain how many employees would qualify for this

benefit. With a range of additional compensation from 1% to 3% of salary, and a threshold of 1% at 15 credit hours, it is reasonable to assume that the cost would exceed 1% of salary. Further, the proposal does not establish any criteria for the type of credit earned. On the other hand, Section 9.10, which provides for tuition reimbursement, was negotiated between the parties and sets forth criteria for the application of that benefit. This lack of supporting data and criteria demonstrates that this proposal is nothing more than a vehicle to provide for an additional increase.

(4) Holiday Pay

Union's Position

Under the Employer's proposal to maintain the status quo, there is no difference in weekly pay between a deputy who works a holiday and one who has the day off as part of his or her regular schedule. Each receives 48 hours' pay for the week in question. The Union's proposal would correct this inequity by providing the working deputy with an additional four hours of pay. While this constitutes a departure from the status quo, it is entirely consistent with the practice in a majority of the communities relied upon by the Union for external comparisons. Four of the 11 provide for more than two times regular pay and another four provide for one and one-half times the regular pay, plus a day off. The cost of this change would be limited, because a significant number of bargaining unit members work a regular Monday through Friday schedule, with weekends and holidays off.

### County's Position

The County estimates that this proposal would require increased compensation to approximately 100 deputies working on each of the 13 paid holidays provided for in the agreement. Based upon the current salary schedule the additional compensation would cost between \$18,000 and \$20,000 per holiday and the annual cost would be between \$234,000 and \$260,000 per year. One percent of the salary for the bargaining unit at current rates is equal to \$87,300. Therefore, the County estimates, the cost of this proposal is between 2.7% and 3%.

#### (5) Uniform Cleaning Allowance

### Union's Position

According to the Union, a conservative estimate of the annual cost of maintaining uniforms, shoes, metal equipment and weapons so that they are "clean, pressed, polished and serviceable," is \$728.15. Under the Employer's proposal to maintain the status quo, deputies are required to bear this expense entirely. Under the Union's proposal, the Employer would be required to bear slightly more than half of the expense. Deputies have no use for clean uniforms outside their employment, so meeting the requirement benefits the Employer exclusively. The practice of paying for cleaning uniforms is by no means uncommon. Five of the 11 comparables relied upon by the Union provide free cleaning, a cleaning allowance or a combination of both. Crest Hill provides free cleaning and New Lenox provides weekly cleaning for two pants

and shirts, plus \$100 per year boot allowance. Joliet provides \$600 per year, Lockport provides \$175 per year and Naperville provides an amount that will increase (in \$50 increments) from \$350 to \$450 between May 1, 1995 and May 1, 1997. Thus, while the Union's proposal reflects a departure from the status quo, as policy, it is both fair and reasonable.

#### County's Position

The County makes the following points in support of its proposal to maintain the status quo:

1. The current agreement already provides for a quartermaster system under which the Employer provides and replaces the uniform and components as necessary. The agreement also provides for a clothing allowance of \$400 per year for plain clothes officers.

2. The Union's proposal constitutes a new benefit to be added to the existing system. The cost of the proposal, for 219 deputies, would be \$87,600 per year or the equivalent of 1% of salary costs.

3. There are no internal comparisons to support this proposal. No other County employee receives both a uniform with replacements and additional cash for uniform maintenance. Employees who work in the nursing home and LPN's receive a \$250 annual uniform allowance. However, they must purchase their own uniforms.

4. Similarly, there are no external comparables to support this proposal. None of the counties relied upon by the Employer

provides both a uniform with replacements and a cash allowance. Kane and DuPage Counties provide a cash allowance after the first year, but do not replace uniforms. The remaining counties all use a quartermaster system.

5. The Union is seeking to achieve through interest arbitration, without supporting data, that which it was unable to achieve at the bargaining table. This proposal is merely another method designed to provide for additional direct cash compensation at a cost of 1% of salary. Because the Employer's proposal already provides this bargaining unit with the greatest increase of any Will County bargaining unit, the arbitrator should not disturb the status quo and add this new benefit to the agreement.

#### DISCUSSION

While all of the statutory criteria should be and have been considered in this case, those that take on particular significance, based upon the parties' evidence and arguments, are: internal comparisons, particularly those negotiated by MAP; external comparisons to employees performing similar work in the public sector; changes in the cost of living as measured by the CPI; and overall compensation, giving special attention to the impact of the changes in the health insurance program.

##### (1) Wage Rates

The internal comparisons strongly favor the Employer's final offer on wage rates. In its evidence and arguments, the Union focuses on the fact that those deputies who are already at the top

step or reach the top step during the term of the agreement, will get less than the pattern of 5%, 5.5% and 5.5%. However, that concern must be put into perspective. In general, other County employees either have no wage rate schedule or are already at the top of their schedule. This is true of all of the employees covered by the MAP agreement, which provides the most compelling internal comparison. Under the County's final offer, employees in this bargaining unit will not only receive higher percentage increases, on average, than the employees covered by the MAP agreement, during each of the three years of the agreement, but they will receive higher percentage increases than any other County employees. This is true, even though they are, relatively speaking, among the highest paid County employees in absolute terms. In order to fund the increases provided for in its final offer, the County will be required to spend approximately \$1,745,540 in wage costs alone. Under the Union's final offer it would be required to spend \$437,363 more.

In general, in making external comparisons, the undersigned is inclined to agree with the County, that it is more appropriate to compare the wages, hours and working conditions in Will County to other comparable counties rather than the listed municipalities developed by the Union. While all of those municipalities are either wholly within the County or in close enough proximity to support a labor market argument, only Naperville (which is essentially within DuPage County) and Joliet have sufficient

population to justify comparisons to their municipal law enforcement personnel. As between those two municipalities, comparisons to Joliet are far more logical, in spite of its urban characteristics, because it falls wholly within the County patrolled by bargaining unit personnel. Even so, there are sufficient differences in the functioning of the two departments and the financing of the two departments to require that any comparison be made with those differences in mind.

The undersigned recognizes that the counties utilized for comparison purposes by the Employer vary somewhat in those same considerations and in considerations going to population, EAV, etc. However, both parties agree that Kane County constitutes an appropriate comparison and the others, except for Peoria and Winnebago, are all contiguous to Will County and/or contiguous to Cook County.

When comparisons are made to the starting rate and maximum rates in Joliet and the other counties in question, the County's final offer is quite reasonable. Only Joliet will have a higher starting rate. However, in addition to the above noted differences between the City of Joliet and the County, there is no likelihood that the County will be doing any hiring in the next few years and, all County deputies are already at step 4 or above.

The Union also argues that the County's final offer on wage rates is in conflict with the purpose of a salary schedule. The undersigned has analyzed this aspect of the County's final offer at

some length and is convinced that, on balance, those changes strongly support its final offer. The changes that would be made in the schedule under the County's final offer are gradual and would have no actual impact on any deputy. They will create a more rational schedule, with step increases that are either identical (at 5%) or a little larger and fit well with the newly negotiated schedules for detectives and lieutenants.<sup>3</sup> On the other hand, the Union's proposal would not only do nothing to create a more rational schedule, it would distort the top step significantly.

In order to provide an additional 1% increase in the second and third year for employees at the top of the schedule, the County proposes to create two additional "steps." These new steps could be viewed, as the Union would have it, as movement in the "wrong direction." However, given the fact that the County will probably not be in a hiring mode for some time, the number of steps could easily be reduced in the future. Further, these two "steps" could provide the basis for a longevity provision.

Under the County's final offer, every deputy in the bargaining unit will receive increases which exceed the relevant increases in the cost of living, as measured by the Consumer Price Index. A large percentage of the employees will receive increases well in

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<sup>3</sup>While the undersigned recognizes that the relatively large and increasing differential between maximums is a legitimate cause for concern, the most relevant differential is that between the top rate for a deputy and the starting rate for a sergeant and the overall relationship between the three schedules.

excess of that amount and the average increases (at 5.73%, 6.81% and 6.42%) must be viewed as quite reasonable, in the absence of any need to "catch up" with either the cost of living or comparable departments.

(2) Health Insurance

In evaluating final offers on wage rates (as distinguished from wage increases) internal comparisons, even though otherwise persuasive, may have to give way to compelling external comparisons, involving employees performing the same work in comparable jurisdictions. However, where the evidence establishes that an employer has, through negotiations and otherwise, established and maintained a consistent practice with regard to certain fringe benefits, such as health insurance, it takes very compelling evidence in the form of external comparisons, to justify a deviation from that practice. There is no such external evidence in this case.

The County has established a new, comprehensive health insurance plan, through negotiations and extension to non represented employees which, in many respects, establishes better benefits than the preexisting plan. Through negotiations and extension to non represented employees, all County employees are now required to contribute the same percentage of their salary toward the cost of that plan, as well as absorb the deductibles and co-insurance features.

The undersigned recognizes that some of the changes in the

plan create potential increases in cost to those employees who need to utilize its benefits in a given year. On the other hand, costs have been reduced or eliminated in some instances, as a result of improvements in the plan.

The Union makes a legitimate point by reference to the historical fact that municipal employers have frequently provided single coverage to employees at no cost and that cost sharing arrangements (as distinguished from deductibles and co-insurance arrangements) do not create any direct pressure to reduce the cost of the program overall. However, at the Employer points out, many changes are taking place in the health insurance industry, including significant changes in cost sharing, as well as the use of deductibles and co-insurance features to help contain costs. It is significant that the Employer has established a Section 125 program to help reduce the cost to employees. With the help of that program the projected cost increases are quite modest, even though the Employer assumed a 15% federal tax bracket for that purpose.

Finally, the undersigned must agree that it would be unfair to allow the employees in this bargaining unit to participate in the new health insurance plan, without undertaking the same cost sharing arrangements. That would be the result if the Union's final offer on health insurance were selected.

### (3) Educational Incentives

By its final offer on educational incentives, the Union seeks

to establish a significant new benefit. While the undersigned is willing to accept the Union's assertions about the growing trend toward professionalism in law enforcement and the reasons for that trend without the presentation of expert testimony, the burden nevertheless remains upon the Union to justify the proposal it advances, in terms of its cost and its design to accomplish that stated objective.

The Union has not only failed to provide needed information for the purpose of computing the cost of the educational incentive program it seeks to establish, the proposal itself is devoid of any provisions designed to insure that it achieves that purpose. Unlike the existing provision dealing with reimbursement for tuition and other related costs, which is detailed in that regard, the Union's proposal goes into no detail concerning the types of "college credits" that will qualify for the additional base salary payments. Without intending to suggest what are the correct answers, it is reasonable to ask whether credits earned in any and all fields of study ought to qualify; whether accreditation or lack of accreditation of the college attended ought to be considered; whether the credits should count if they would not or did not qualify for reimbursement under the existing provision; and whether the credits are in course work that will predictably benefit the deputy's job performance or lead to a degree that will do so.

Also, it would appear that, notwithstanding the lack of hard evidence concerning cost, the proposed program would be quite

expensive. Unlike the program that exists under the Joliet agreement, there would be no controls on who qualifies and its establishment in advance of the establishment of such controls would make it difficult to change. This is the type of benefit that, if it is to be established at all, should be established with joint input, if at all possible. Further, the Union is correct when it argues that such programs are not unique. The experience of others should be given serious consideration before establishing such a program, at a potential cost of 1% to 3% of payroll.

(4) Holiday Pay

In effect, the Union is asking that deputies who are required to work on a contractual holiday receive premium pay, at one and one-half times their regular rate, in addition to holiday pay. Its proposal would extend to all 13 holidays established under the terms of the agreement. The Union advances essentially two arguments in support of its proposal. First, it argues that it is inequitable to pay one deputy 48 hours of pay, when required to work on a holiday, while paying another deputy 48 hours of pay, when the holiday falls on the deputy's scheduled day off. That particular argument is not found to be persuasive, because that hardship balances out over time under a rotating shift arrangement.

There is no particular inequity between a deputy who works a rotating shift and a deputy who works a fixed shift and is able to take off on a holiday, since the latter deputy only receives 40 hours of pay. Even so, as Union president Mike Homburg testified,

only employees who are required to work on important family holidays are able to appreciate what an imposition that requirement can be. It is no doubt for this reason that a number of the employers found to be comparable, and the County itself, have agreed to pay certain employees a premium for working on certain holidays.

The County has agreed that employees working in the executive branch and LPN's shall be entitled to receive four hours of compensatory time off (in addition to holiday pay and straight time pay), when required to work on Thanksgiving Day, Christmas Day and New Years Day. Similar provisions are now applicable to the circuit court clerk's office and employees under the chief judge.

Employees in the Joliet police department do not receive any premium for working on a holiday. Instead, like County deputies, they receive holiday pay and pay for working, at straight time rates.<sup>4</sup> In Kane County, the only county which both parties agree should be treated as a comparable, premium pay (at one and one-half times regular rates) plus a day off is available when the deputy is required to work on Christmas, Easter, Thanksgiving, or New Years Day.

The Employer's exhibits do not establish what special arrangements exist in DuPage County, if any, for deputies who are

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<sup>4</sup>It should be acknowledged that there is a predominate pattern among the smaller municipal employers the Union relies upon as comparables, calling for premium pay or similar arrangements in all other cases.

required to work on their day off. Deputies in Lake County who are required to work or experience a situation where a holiday falls on their day off are entitled to time off, with a cash option at premium rates (one and one-half times regular rates) for six enumerated holidays. Deputies in Peoria County receive premium pay for Thanksgiving and Christmas, if they are required to work, and deputies in Winnebago County receive 8.2 hours of pay, if required to work on any of the 10.5 holidays provided for under that agreement.

Based upon the above analysis, it would appear that the Union has succeeded in establishing the reasonableness of a proposal to pay premium pay, in addition to holiday pay, when required to work on certain holidays. However, it has not provided justification for its proposal, especially when consideration is given to cost.

Under the Union's proposal, deputies would receive premium pay when required to work on any of the 13 holidays in question. That proposal is far more generous than the kinds of arrangements that exist among the jurisdictions found comparable. Nor it is justified by internal comparisons. The new agreements applicable to County employees are limited to four hours of comp time for three special holidays and most of the employees covered would rarely be required to work on the holidays enumerated. According to the unrebutted evidence of record, the Union's proposal would cost between \$18,000 and \$20,000 per holiday at an annual cost between \$234,000 and \$260,000 per year. That translates into an

additional percentage cost between 2.7% and 3%, beginning in the first year of the agreement.

(5) Uniform Cleaning Allowance

The Union advances essentially two arguments in support of its position on this issue. According to the Union, it costs deputies substantially more than the \$400 requested to meet the requirement that they keep their uniforms, plain clothes, shoes, metal equipment and weapons "clean, pressed, polished and serviceable." The Union also argues that its proposal is not at all uncommon and is supported by the comparables. The County's only stated objection relates to the cost of the proposal and its view that it is nothing more than an mechanism for obtaining an additional 1% wage increase in the second year of the agreement.

The unrebutted evidence does establish that it probably costs deputies, on average, more than \$400 per year to meet the requirement in question.<sup>5</sup> The items of uniform worn require dry cleaning and pressing, even though the work of a typical deputy, according to the testimony of Homburg, results in the need for frequent dry cleaning. It is no doubt for this reason that some employers provide law enforcement personnel with sufficient funds to clean and maintain their clothing and equipment, even though the clothing and equipment has been provided at the employer's expense.

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<sup>5</sup>It could be assumed that the cost is less for those deputies who purchase plain clothes in addition to their uniform and have less occasion to wear their uniform items.

The City of Joliet has the most generous program. Under its agreement, Joliet agrees to provide all necessary clothing and equipment and to maintain and repair such clothing and equipment. In addition, police officers receive an allowance, which will increase to \$600 per year beginning in 1995, for dry cleaning. Plain clothes officers receive an additional \$300 per year, in addition to the uniform cleaning allowance, presumably to defray the cost of acquisition of the additional items of clothing.

Kane County, the only county which both parties agree ought to be treated as a comparable, provides its deputies with a first issue of uniforms and equipment, along with a stipend of \$700 per year, to cover the cost of replacement and maintenance such as dry cleaning. According to survey information obtained by the County, DuPage County provides a voucher worth \$300 per year, but, like Kane County, only provides for an initial issue of items of uniform and equipment. The other counties included among the comparables either provide no annual allowance (Lake County, Kendall County and Peoria County) or a fairly generous allowance (\$800 as of FY97), from which the deputy must purchase and maintain such items, in the case of Winnebago County.

It is also undisputed that the cost of this proposed new benefit will equal approximately 1% of salary, beginning in the second year of the agreement. Giving due consideration to the disposition of the other issues in dispute and the criterion

dealing with overall compensation, the undersigned finds that this proposal is reasonable and should be included in the new agreement. Even though negotiations in this case were protracted, the Union is being asked to sign a three-year agreement which includes, in addition to reasonable wage increases, a new health insurance plan. That plan includes some improvements, but also includes some new cost sharing burdens.

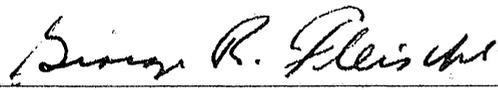
For these reasons, and giving consideration to all of the evidence and arguments of record, the undersigned makes the following

AWARD

The parties' agreement, covering the period from December 1, 1994 through November 30, 1997, shall include all of the provisions which the parties have agreed to include, along with the provisions which are to remain unchanged, and the following:

1. The County's final offer on wage rates.
2. The County's final offer on health insurance.
3. The County's final offer on educational incentives.
4. The County's final offer on holiday pay.
5. The Union's final offer on uniform cleaning allowance.

Dated at Madison, Wisconsin this 26th day of June, 1996.

  
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George R. Fleischli  
Arbitrator