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Jury

INTEREST ARBITRATION
OPINION AND AWARD

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FEB 22 1996

In the Interest Arbitration

between

JEFFERSON COUNTY, THE JEFFERSON
COUNTY SHERIFF'S DEPARTMENT

and

THE ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL, LODGE #241

(Case No. S-MA-95-18)

Hearing Held

November 7, 1995
Board Room
Jefferson Co. Courthouse
Mt. Vernon, IL

Appearances

For the Union:

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Illinois FOP Labor Council
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Arbitrator

Steven Briggs

For the Employer:

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BACKGROUND

The Employer in this matter is Jefferson County and the Jefferson County Sheriff's Department (the Employer). All sworn Deputies in the rank of Captain and below; all full time dispatchers; and all full time court services deputies, telecommunicators, and the Civil Process Server are represented for collective bargaining purposes by the Illinois Fraternal Order of Police Labor Council, Lodge No. 241 (the Union).

The Employer and the Union are signatory to a collective bargaining agreement executed on February 23, 1994 and set to expire on November 30, 1994. It is the successor to the original (1991-1993) collective bargaining agreement between them.¹ Article 34 (Duration) of the current Agreement contains the following provision:

Section 3 Reopener

The parties agree that if either side decides to reopen negotiations, that party may so notify the other at least ninety (90) and no more than one hundred twenty (120) days prior to the commencement to (sic) the second and third year of the Agreement. In the event such notice to negotiate is given, then the parties shall attempt to meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purpose of negotiation. All notices provided for in this Agreement shall be served on the other party by certified mail, return receipt requested. Any impasses at negotiations shall be resolved by the procedures of the Illinois Labor Relations Act.

On August 4, 1994 the Union presented the Employer with a "Formal Notice of Demand to Bargain" under the auspices of the above provision. Thereafter, the parties engaged in negotiations on the wage issue. They entered mediation on October 23, 1994. When those efforts were unsuccessful, the Union advanced the matter to compulsory interest arbitration pursuant to the Illinois Public Labor Relations Act (Ill. Rev. Stat. ch. 48, §1601 et seq.). The parties mutually selected Steven Briggs to conduct an interest arbitration hearing and render a decision. The hearing was conducted on November 7, 1995, during which time both parties had full opportunity to present evidence and argument in support of their respective positions on the issue. The hearing was transcribed. After both parties had filed timely Posthearing Briefs with the Arbitrator, the record was declared closed on December 17, 1995.

¹ The Union became the certified bargaining agent for the unit on September 28, 1990.

THE ISSUE

The parties stipulated to the following statement of the issue before the Arbitrator:

What increase in wages will be received by bargaining unit members, effective December 1, 1994?

THE PARTIES' FINAL OFFERS

Employer Position

The Employer's final offer is quoted in its entirety below:

A base wage freeze effective December 1, 1994. Only the appropriate longevity steps are to be distributed.

Union Position

The Union advanced the following final offer:

Effective December 1, 1994, increase each step in the current pay plan by \$500.00. Such increase shall be retroactive to December 1, 1994, on all hours paid. Retroactive checks shall be issued within 60 days after the issuance of the Arbitrator's Award.

Any employee having left the employ of the County after December 1, 1994, but prior to the implementation of the salary increase shall receive a pro-rata share of any retroactive amounts due.

PERTINENT STATUTORY PROVISIONS

Section 14(h) of the Illinois Public Labor Relations Act requires that the interest arbitration decision in this matter shall be based upon the following eight factors:

- (1) The lawful authority of the employer.
- (2) Stipulations of the parties.

- (3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (a) In public employment in comparable communities.
 - (b) In private employment in comparable communities.
- (5) The average consumer prices for goods and services, commonly known as the cost of living.
- (6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
- (7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

THE COMPARABLE JURISDICTIONS

Union Position

Using an initial population criterion of + or - 25% of Jefferson County's population, the Union identified 20 counties across Illinois which, it argues, are comparable on the population size dimension. From that point the Union reportedly juxtaposed relevant Jefferson County statistics against those counties on the following criteria: median home value, per capita income, median household income, equalized

assessed valuation, total tax rate, square miles, and number of officers. On the basis of those analyses the Union sets forth the following counties as comparable jurisdictions:

Clinton
Effingham
Franklin
Marion
Randolph

Employer Position

The Employer advanced the following counties as its suggested comparables pool:

Bureau
Christian
Clinton
Franklin
Fulton
Lee
Livingston
Marion
Morgan
Randolph

The Employer used population as one benchmark for comparison purposes, though it did not specify the cutoff it used for generating the above list. It used assessed valuation as well; again, however, the Employer did not indicate the minima and maxima it used in deciding to include or exclude various counties from the group. It is evident from the Employer's exhibits that it then used the following employment statistics to validate its suggested comparables pool: deputies' salaries, longevity pay systems, number of paid holidays, vacation time, hours of work, and length of shift.

Discussion

The idea behind development of a comparables pool is to determine which jurisdictions compete with Jefferson County in hiring and retaining qualified persons for the employment classifications involved in this dispute. This labor market approach has been embraced by numerous interest arbitrators, and it is often

used to explain why proposed comparables should be within reasonable commuting distance of the focal jurisdiction. In the present case, all of the Union's proposed comparables lie within 50 miles of Jefferson County.² Most of the Employer's proposed comparables are more than 75 miles away, as shown in the following table:

Table 1

EMPLOYER COMPARABLES 75 MILES
OR MORE FROM JEFFERSON COUNTY

<u>County</u>	<u>Distance From Jefferson Co. *</u>
Christian	75 miles
Morgan	100 miles
Fulton	150 miles
Livingston	160 miles
Bureau	190 miles
Lee	225 miles

Source: Union Posthearing Brief, Tab 1.

* - Approximate distance of closest point.

All of the counties in Table 1 are beyond reasonable commuting distance from Jefferson County. It is therefore a valid inference that a protective service employee residing in Jefferson County Deputy would be unwilling to drive to any of them, day in and day out, simply to reap better wages, hours and working conditions than those provided by the Jefferson County Sheriff's Department. For that reason, the Arbitrator concludes that none of the counties in Table 1 are comparable to Jefferson County for the purposes of this proceeding.

Four of the Union's five suggested comparables (Randolph, Franklin, Clinton and Marion Counties) were also advanced as comparables by the Employer. The Employer did not explain why it chose to reject the Union's fifth proposed comparable (Effingham County).

Table 2 on the next page juxtaposes Jefferson County against the Union's proposed comparables on several well-accepted benchmarks. Jefferson County falls within the five-county range on each benchmark, and is quite close to the average as well.

² Effingham and Randolph Counties are bisected by a circle constructed with a 50-mile radius of Jefferson County; Marion, Clinton and Franklin Counties lie completely within it.

As the Table suggests, Jefferson County is similar to Clinton, Effingham, Franklin, Marion and Randolph Counties on the basis of geographic area, population, home valuation and income.

Table 2

DIMENSIONS OF UNION'S
SUGGESTED COMPARABLES

<u>County</u>	<u>Population</u>	<u>Median Home Value</u>	<u>Per Capita Income</u>	<u>Median HH Income</u>	<u>Square Miles</u>
Clinton	33,944	\$55,000	\$11,422	\$29,890	474.14
Effingham	31,704	\$54,400	\$11,977	\$27,245	478.60
Franklin	40,319	\$30,000	\$10,204	\$18,698	411.99
Marion	41,561	\$36,000	\$11,500	\$22,813	572.14
Randolph	34,583	\$45,000	\$11,155	\$25,859	578.30
Average (w/o Jefferson)	36,422	\$44,080	\$11,252	\$24,901	503.03
Jefferson	37,020	\$41,500	\$11,279	\$22,397	570.92

Source: Union Exhibit 8b

As noted, the Employer agrees that four of the counties in Table 2 are appropriate for comparability purposes (Clinton, Franklin, Marion and Randolph). The fifth, Effingham County, is the smallest of the grouping in terms of population. But it is still only about 14% smaller than Jefferson County on that measure. It is reasonably comparable to Jefferson County on the other dimensions shown in Table 2. And again, Effingham County is partially within a 50-mile radius of Jefferson County.

The Union's suggested comparables pool appears appropriate in terms of the number of full-time officers as well. The average across the pool is 15.6; with Clinton County having the most (n = 18) and Randolph County having the least (n = 9). The Jefferson County Sheriff's Department employs 15 full-time officers.

The Arbitrator concludes from the foregoing analysis that the counties of Clinton, Effingham, Franklin, Marion and Randolph constitute an appropriate grouping for comparability purposes in this matter.

THE WAGE ISSUE

Employer Position

The Employer argues that it does not have the financial ability to meet the Union's wage demand. Noting that salaries for employees involved in this proceeding are paid from the County's general corporate fund, the Employer maintains that it has no right to use money from other funds for that purpose. The Employer argues as well that adoption of the Union's final offer might seriously hamper its ability to meet emergency expenses, which are also paid from the general corporate fund.

The Employer argues as well that funds received from the State of Illinois have historically gone into its general corporate fund, thereby minimizing the need for the Jefferson County Board to impose a levy on Jefferson County citizens. And even without such levies, the Employer asserts, the overall tax rate in Jefferson County is very close to the average tax rate across all Illinois counties.

As of November 30, 1994, the Employer notes, it was \$420,198.79 in the red. And as of October 31, 1995, year-to-date expenses outpaced revenues for the same period. Thus, the Employer argues, adoption of the Union's final offer would only increase the County's current deficit.

The Employer acknowledges that the Sheriff's Department pension plan is very healthy financially. It adds, however, that its contributions to the fund are governed by Illinois law, requiring contributions according to an actuarial formula. The Employer therefore argues that the fully-funded status of the pension fund does not reflect its financial ability to meet the Union's wage demands.

Regarding workload, the Employer believes that while the issuance of traffic citations by Jefferson County Deputies has increased over recent years, that task is an inherent part of their job. Moreover, the Employer asserts, the increase should not justify a salary increase; rather, it should call into question their performance on that employment dimension in the past.

The Employer also argues that current salary levels in the Sheriff's Department are competitive across those in comparable jurisdictions. It notes as well that the rise in the cost of consumer goods is only 2.7% annualized. Since that figure applies to the North Central Region of the United States, the Employer opines, "it is just as likely

that the rise in the cost of goods in Jefferson County and surrounding counties is lower ..."³

Finally, the Employer believes that the overall compensation enjoyed by Jefferson County Sheriff's employees is in line with that enjoyed by their counterparts across the comparables. It also notes that there has not been a layoff in the Sheriff's Department bargaining unit during the entire period of collective bargaining. If the County's finances become stripped by ever increasing labor costs, the Employer argues, layoffs could become necessary at a later date.

The Employer summarized its position in this case by means of the following paragraph:

Jefferson County cannot afford the extra money as requested by the F.O.P. While the requested raises may not be unreasonable in terms of comparable salaries, the County simply cannot afford to pay the increase. The County cannot afford to pay any extra money as it does not have any cash on hand to pay the increase as requested. The County does recognize that the cost of living is rising; however, the rate at which it is rising does not justify the requested increase. The citizens of Jefferson County cannot afford to raise the salaries of the employees involved in this case. The County respectfully requests that its final offer be awarded by the arbitrator.⁴

Union Position

The Union notes that Jefferson County Deputies are currently behind their counterparts in comparable jurisdictions at every salary level except for the "After 26 years" step. It asserts that the Process Server is even farther behind, and argues that the wage freeze advanced by the Employer would keep them all an additional \$500 behind at every step. And the only direct comparison for Court Deputies, the Union argues, is Marion. In that jurisdiction Court Deputies are paid significantly more than the Jefferson Court Deputy at all steps of the pay scale. The Union believes that the comparative salary situation for Captains and Detectives sheds an even worse light on Jefferson County.

With regard to the cost-of-living criterion, the Union begins its analysis with December, 1993, the date its unit employees in Jefferson County received their last

³ Employer posthearing brief, p. 9.

⁴ Employer posthearing brief, p. 11.

wage increase.⁵ The Union believes that doing so, and using the Consumer Price Index for All Urban Consumers, U.S. City Average (CPI-U), reveals a 5.14% net loss in purchasing power for Jefferson County Sheriff's Department unit employees through October, 1995.

The Union also asserts that the Employer has not met its burden of proving an inability to pay. It points to the General Fund ending balances for fiscal years 1988 through 1994 in support of its claim that adding \$500 to each pay step would not place an inordinate financial burden on the County. The Union argues in addition that in 1994, the year the County claimed to be broke, it had sufficient cash and investments to pay off its current liabilities almost 1.25 times. And since the County has no bond issues outstanding, the Union notes, there are no unfunded long-term liabilities looming in the future.

The Sheriff's Department expenditures for 1994 were uncharacteristically high on account of two isolated events, the Union alleges. First, low staffing levels caused high overtime expenditures. The County hired three new Deputies in 1995, which the Union feels will bring the salary line item for full-time personnel down considerably because it is cheaper to pay new employees straight-time than it is to pay senior employees at the overtime rate. Second, in 1994 the Department began replacing doors and locks in the jail. The Union believes that the expense of doing so is uncharacteristic of the Employer's ordinary costs.

The Union points to Jefferson County's equalized assessed valuation (EAV) as a measure of its fiscal health. It has risen steadily over the last three years, and the total tax rate has grown only minimally during the same period. And if the County is in such dire financial straits, the Union asserts, why has it deliberately chosen not to levy a General Fund tax rate, with the exception of a 1/2 cent property tax rate for the General Fund in 1986?

The Union also notes that there has been an overwhelming turnover rate in the Jefferson County Sheriff's Department, and that many employees have left to work in police or fire departments in higher-paying jurisdictions. Such an exodus of qualified persons, the Union asserts, is not in the public interest.

⁵ Movement through the previously negotiated step plan generated some increases, though the Employer unilaterally ceased paying them shortly after the Union presented the wage reopener demand which led to the present interest arbitration. In September, 1995, after the Union had filed several grievances over the step increase issue, the Employer ultimately moved bargaining unit employees to their appropriate steps on the wage scale.

Discussion

Analysis of the parties' respective positions on the wage issue has led the Arbitrator to conclude that the Union's final offer is the more appropriate. The following discussion considers each of the statutory criteria and its impact on that overall conclusion.

The Lawful Authority of the Employer. The Employer argues that since salaries for the Sheriff's Department bargaining unit are paid out of the County's general corporate fund, it has no right to use money from other funds for that purpose. The Arbitrator does not agree. It is well within the County's lawful authority to administer its own budget. Such administration includes the legitimate revision of budgetary appropriations. Moreover, budget limitations do not constitute a very persuasive justification for a municipality's alleged inability to pay. The following quote from a recent Illinois interest arbitration award is illustrative:

Factor 3 speaks of the "financial ability of the unit of government to meet these costs." The City must make a very strong showing that it does not have the financial ability to pay what the Union offers. It is not enough to say that the City's budget does not provide for the wage increase the Union seeks, or that the City's offer fits more closely to budgeted amounts.

A budget, after all, is nothing more than a set of priorities. It reflects the desires of those drawing up the budget. It shows how the Comptroller, the Mayor, the City Council, and other City officials believe the City's funds should be spent.

But if other evidence and other factors in Section 14(h) point to a different set of priorities, factor 3 is not controlling. If internal and external comparisons and overall compensation (factors 4, 6 and 8) point toward the Union's offer, and the resulting financial burden on the City is not overwhelming, the Union's offer should be favored. In other words, the City must show that the Union's offer would place such a heavy burden on its finances that funds would have to be shifted from other City services to pay the Union's offer, resulting — and this is the important point — in the elimination or harmful diminution of essential City services, or extensive layoffs, or both.

This is indeed a heavy burden for the City, but one called for by the Act. It is not enough for the City to plead possible change in its budgeted

amounts. The burden is far heavier. (Emphasis added)⁶

If the County has the lawful authority to establish its budgetary accounts in the first place, it certainly has the lawful authority to revise them for legitimate purposes. Maintaining competitive wage rates for its protective services is clearly a legitimate purpose.

Stipulations of the Parties. The procedure which led to the following Award met all of the parties' stipulations.⁷

The Public Interest and the County's Ability to Pay. The Arbitrator is convinced from the record that adoption of the Employer's final offer would not be in the public interest. Protective services are considered essential to the welfare of the public. It is imperative that they be maintained at a reasonable level of quality. Accordingly, it is reasonable to conclude that employees in the Sheriff's Department bargaining unit in Jefferson County should be paid at levels competitive with those in comparable municipalities. One indicator of whether such levels have been achieved is voluntary employee turnover, which tends to be relatively low among police officers and firefighters generally. But voluntary turnover among employees of the Jefferson County Sheriff's Department has been relatively high. Since 1986 nine of them have left their jobs for other employment.⁸ Given the small size of the Department, that number is significant. It suggests their the wages, hours and working conditions as employees of the Jefferson County Sheriff's Department were insufficient to retain them. The public interest would be better served if the County Sheriff's Department were able to retain its experienced personnel. When such employees leave the County's employ, the County (and hence, the taxpayers) loses the benefit of their on-the-job experience. It loses whatever investment it has made in their training as well, and must spend additional money to train their inexperienced replacements.

Turning to the ability to pay criterion, the Arbitrator is not persuaded from the record that the Employer cannot afford to meet the Union's final offer. For fiscal year 1994, the Union's offer would increase labor costs in the bargaining unit by only \$10,000.⁹ That figure seems insignificant indeed when viewed against the Sheriff's

⁶ City of Granite City and Granite City Firefighters Association, Local 253, IAFF, Case No. S-MA-93-196 (Edelman, 1994), at 11.

⁷ The Arbitrator learned upon studying the record that one of their stipulations called for the Award in this case to be issued within thirty (30) days after submission of the post-hearing briefs "or any agreed upon extension requested by the Arbitrator." The Arbitrator indicated in the cover letter exchanging posthearing briefs between the parties that the Award would be rendered within sixty (60) days. Neither party raised an objection to that extension.

⁸ Source: Jefferson County Sheriff's Department figures, as shown in Union Exhibit 30a.

⁹ Union Exhibit 32.

Department's total expenditures for that same period of \$1,058,816.¹⁰

It appears from the record that the County can afford to pay the salary increase sought by the Union. For example, the ending balance in the general fund increased between fiscal years 1992 and 1993, and from fiscal year 1993 to fiscal year 1994. For 1994 the figure was \$502,467. While the ending fund balances for fiscal years 1990 and 1991 were considerably higher (\$1,048,260 and \$827,225, respectively), they were not characteristic of the 1988-1994 range. Thus, the Arbitrator concludes that the relatively lower 1994 figure does not necessarily reflect financial ill-health.

Another measure of the County's financial status is the ratio of its cash and investments to its current liabilities. That ratio is about 1.25 for fiscal 1994, meaning that the County had the capability to pay off all of its current liabilities about one and one-quarter times. Against that backdrop the Union's wage demand does not seem particularly onerous.

The minutes of Jefferson County Board meetings are also instructive with regard to the County's ability to meet the cost of the Union's final offer. For example, at its April 10, 1995 meeting the Board voted to "accept the wage step increases in the Teamsters' contract." The minutes reflect no discussion about the County being in such financial difficulty that it could not afford to do so.¹¹ More broadly, none of the County Board minutes for meetings between March 13, 1995 and September 11, 1995 give so much as a hint that Jefferson County was experiencing financial difficulties.

One of the Employer's principal arguments in support of its "inability to pay" position is that Jefferson County's year-to-date expenses for the period ending October 31, 1995 were \$8,295.70 higher than its revenue for that same period. That figure seems insignificant indeed, considering that revenues totaled \$3,017,121.69. Moreover, even if the County must increase revenues or cut costs to pay qualified Sheriff's Department unit employees at levels sufficient to attract and retain them (i.e., what the local labor market indicates they are worth), such action would be in the public interest.

Finally, citizens of Jefferson County do not appear to be overtaxed. Their total tax rate is 7.28, as opposed to a rate of 8.89 for Marion County and 9.86 for Franklin County. The total tax rates for Clinton, Effingham and Randolph Counties are slightly less than that in Jefferson County.¹² Thus, even if the Union's wage demand caused the Jefferson County Board to raise taxes, which seems highly unlikely, Jefferson County taxpayers would not be unreasonably burdened.

¹⁰ Union Exhibit 23.

¹¹ Union Exhibit 27.

¹² 6.71, 6.34 and 6.15, respectively; source: Union Exhibit 8c.

The Comparison Factor

The Employer has acknowledged that "...the requested raises may not be unreasonable in terms of comparable salaries."¹³ Table 3 confirms that the step increases sought by the Union are reasonable indeed.

Table 3

1994 DEPUTY WAGES

County (Eff. Date)	Start	After 1 <u>Year</u>	After 2 <u>Years</u>	After 6 <u>Years</u>	After 12 <u>Years</u>	After 18 <u>Years</u>	After 20 <u>Years</u>	After 26 <u>Years</u>	Top <u>Pay</u>
Clinton (12/1/94)	22714	24080	24170	28538	29307	29307	29307	29307	29307
Effingham (9/1/94)	24168	25908	26412	26964	27480	28344	28344	28344	28344
Franklin (12/1/94)	20900	23850	24850	25350	25850	26350	26350	26350	26350
Marion (12/1/94)	23054	25886	25886	26426	27236	28046	28316	29126	29666
Randolph (12/1/94)	23280	29100	29100	29100	29100	29100	29100	29100	29100
Average	22823	25765	26084	27276	27795	28229	28283	28445	28553
Jefferson (1993)	21000	22000	22500	23500	25500	27000	27500	29000	30000
Diff. w/Avg.	(1823)	(3765)	(3584)	(3776)	(2295)	(1229)	(783)	555	1447
Union Offer	21500	22500	23000	24000	26000	27500	28000	29500	30500
Diff. w/Avg.	(1323)	(3265)	(3084)	(3276)	(1795)	(729)	(283)	1055	1947

Source: Union Exhibit 12; collective bargaining agreements

It is clear from the Table that Jefferson County Deputies are paid well below the average across the comparables pool at each and every step except "After 26 Years" and "Top Pay." It is also clear from the record, however, that there is no one in the bargaining unit who is even close to meeting the longevity requirements for those two steps. The most senior Deputy in the unit, Saundra Loss, will not qualify for the "After 26 Years" step until the year 2006. The next most senior Deputy, David Bowers, will not qualify for that step until 2012. All of the remaining Deputies have been with the Department six years or less. Thus, all Deputies in the bargaining unit are currently being paid at rates significantly below the average across the

¹³ Posthearing Brief, p. 11.

comparables. Moreover, the rates currently being paid to Deputies in Jefferson County are the lowest among the comparables group, with the exception of those in their first year, who make \$100 more per year than new Deputies in Franklin County. Assuming the pay relationships among the six-county assemblage remain constant, it will take three more years before even one Deputy, Sandra Loss, will achieve a pay level above the bottom. By that time she will have achieved the "After 18 Years" step, putting her annual salary \$650 ahead of a similarly situated Deputy in Franklin County. Even including the Union's wage offer in this case, Deputies at all steps except the last two (i.e., "After 26 Years" and "Top Pay") would still be paid well below the pool average.

It is also important to note that Deputies in Jefferson County do not achieve the top pay step until they have been with the Sheriff's Department for 30 years. In contrast, Deputies in the five comparable counties reach that level much more quickly.

The creation of tables like Table 3 for other classifications in the bargaining unit essentially produces the same result, except for the positions of Court Deputy and Dispatcher, both of which are paid at levels higher than the comparables pool average at almost every step on the wage scale.¹⁴ But overall, the bulk of the bargaining unit (about 75% of it) is being paid at very low levels vis-a-vis their counterparts in comparable counties.

The Arbitrator concludes from the preceding analysis that the public employment comparable community criterion supports adoption of the Union's final wage offer. The record did not contain any specific evidence with regard to the wages, hours and working conditions of private sector employees in comparable communities.

The Cost of Living. The Employer has acknowledged that the cost of living is rising. According to the only evidence on that statutory criterion in the record, the cost of living rose about 3.7% on average between 1993 and 1994.¹⁵ The Union estimates without contradiction from the Employer that employees in the Jefferson County Sheriff's unit lost 4.83% of their buying power from December, 1993 through September, 1994. In view of those figures, the Union's demand for an additional \$500 at each step of the wage scale seems justified. That increase results in salary boosts ranging from 1.6% for the "Top Pay" step to 2.3% for the "Start" rate. The Arbitrator therefore concludes that the cost-of-living criterion supports adoption of the Union's final offer.

¹⁴ Jefferson County Court Deputies are paid less than the pool average at the "After 2 Years" and "After 6 Years" steps.

¹⁵ Source: Union Exhibit 18c, the CPI-U, U.S. City Average. The Arbitrator does not necessarily agree that the CPI-U All City average is the proper standard for assessing the cost of living in Jefferson County, Illinois.

Overall Compensation. Excluding wages, the Jefferson County Sheriff's Department provides an overall compensation package that is reasonably similar to those provided by other counties in the comparables pool. The exception to that general conclusion is paid holidays, in that employees of the Jefferson County Sheriff's Department enjoy 15 paid holidays per year; the average across the pool is 13. But the paid vacation packages across the comparables are more liberal than that in Jefferson County. Hours of work in the six jurisdictions are similar, as is medical insurance coverage.¹⁶

Change in Circumstances. The Arbitrator is not aware of any changes in circumstances during the pendency of these proceedings which should alter the following Award.

Other Factors. Likewise, the Arbitrator is not aware of any additional factors normally considered in the voluntary collective bargaining process which are sufficient to alter the Award below.

AWARD

Based upon full consideration of the record before me, including the applicable statutory criteria and the evidence and argument submitted by the parties, the Arbitrator hereby adopts the Union's final offer with regard to the wage increase to be received by Jefferson County Sheriff's Department bargaining unit members effective December 1, 1994.

Signed by me at Chicago, Illinois this 17th day of February, 1996.



Steven Briggs

¹⁶ Jefferson County pays 100% of employee medical insurance premiums, as does Effingham County and Randolph County. Franklin County pays \$170/mo. toward employee medical insurance, and Marion County pays 95% of total employee premium costs. The Arbitrator was not able to find any evidence in the record of employer insurance contributions in Clinton County.