BEFORE
EDWIN H. BENN
ARBITRATOR

IN THE MATTER OF THE ARBITRATION BETWEEN **COOK COUNTY SHERIFF/ COUNTY OF COOK** AND **AFSCME COUNCIL 31**	**CASE NOS.:** L-MA-13-005 - 008 Arb. Ref.: 15.197 (Interest Arbitration – Police Officers Police Sergeants Correctional Sergeants Correctional Lieutenants)

OPINION AND AWARD

APPEARANCES:

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For the Union: Stephen A. Yokich, Esq.

Date of Award: May 16, 2016

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

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I. BACKGROUND

This is an interest arbitration proceeding between the Cook County Sheriff/County of Cook ("County", "Sheriff", "Employer", or "Joint Employers") and AFSCME Council 31 ("Union" or "AFSCME") and its representative locals pursuant to Section 14 of the Illinois Public Labor Relations Act, 5 ILCS 315/14 ("IPLRA"), to set the terms of the parties' collective bargaining agreements ("Agreement(s)") for the period December 1, 2012 to November 30, 2017. The parties' last Agreements (Predecessor Agreement(s)") covered the period December 1, 2008 to November 30, 2012.[1] The Predecessor Agreements resulted from an interest arbitration proceeding before the undersigned. *Cook County Sheriff/County of Cook and AFSCME Council 31*, L-MA-09-003 etc. (2010) ("*2010 Interest Award*").[2]

The Union represents the Sheriff's Police Sergeants, Police Officers, Correctional Sergeants and Correctional Lieutenants under four separate Agreements covering approximately 775 employees.[3]

II. ISSUES IN DISPUTE

The following issues are in dispute:[4]

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1 Joint Exhs. 2-5.

2 www.illinois.gov/ilrb/arbitration/Documents/L-MA-09-003etal.pdf
Throughout this award, I have provided hyperlinks to various source documents (*e.g.*, awards, websites, etc.). If the hyperlink does not work at first, copy and paste the information into the browser. If that does not link to the document in a readable form, use another browser.

3 AFSCME Local 3958 represents Police Sergeants; Local 2264 represents Police Officers; Local 3692 represents Correctional Sergeants; and Local 2226 represents Correctional Lieutenants.
According to the Joint Employers' census, as of May 2015, there were 54 employees in the Police Sergeants bargaining unit; 415 employees in the Police Officers bargaining unit; 209 employees in the Correctional Sergeants bargaining unit; and 97 employees in the Correctional Lieutenants bargaining unit. Joint Employers Exhibits Binder 1 at Tab 12; Joint Employers Brief at 56, footnote 68.

4 *See* the parties' Final Offers. There are a number of issues raised by the Union which have been objected to by the Joint Employers for reasons other than the merits of the Union's positions. *See*
[footnote continued on next page]

1. Wages.
2. Changes to the pay plans.
3. Uniform allowance.
4. Acting up pay for Correctional Sergeants as Shift Commanders;
5. Body armor for Police Officers and Police Sergeants;
6. Assignment of Correctional Sergeants;
7. Firearms qualifications for Correctional Sergeants and Lieutenants;
8. Return to work from duty injuries for Correctional Sergeants and Correctional Lieutenants;
9. Absenteeism incentives;
10. Payments to Correctional Sergeants and Correctional Lieutenants who suffer duty injuries; and
11. Most favored nations provision.

III. DISCUSSION

A. The Interest Arbitration Process And Standards Utilized

Interest arbitration is a very conservative dispute resolution process which does not change a working condition unless the party seeking the change can show that the existing condition is broken. *See e.g.*, my award in *Village of Barrington and Illinois FOP Labor Council*, S-MA-13-167 (2015) at 5 and authority cited [emphasis in original]:[5]

> In simple terms, the interest arbitration process is *very* conservative; frowns upon breakthroughs; and imposes a burden on the party seeking a change to show that the existing system is broken and therefore in need of change (which means that "good ideas" alone to make something work better are not good enough to meet this burden to show that an existing term or condition is broken). The rationale for this approach is that the parties should negotiate their own terms and conditions and the process

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discussion *infra* at III(C). So that finality can be brought to these Agreements, I have addressed the merits of those issues.

[5] http://www.illinois.gov/ilrb/arbitration/Documents/S-MA-13-167.pdf

> of interest arbitration – where an outsider imposes terms and conditions of employment on the parties – must be the *absolute* last resort. ...

Section 14(h) of the IPLRA provides that an interest arbitrator/panel "base its findings, opinions and order upon the following factors, *as applicable*" [emphasis added].[6] For economic issues, the offer chosen must be one of the parties' "final offer[s]", with no discretion for modification by the arbitrator.[7]

Since the commencement of the Great Recession in 2008, I have found "'... the more "applicable" factors that determine economic issues ... are [1] the cost of

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[6] The relevant portions of Section 14 of the IPLRA provide:

(h) Where there is no agreement between the parties ... the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

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

[7] *See* Section 14(g) of the IPLRA ("As to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in subsection (h).").

living as measured by the Consumer Price Index ("CPI"), [2] internal comparability and [3] overall compensation presently received.'"[8]

B. How Did The Employees Do Under The Predecessor Agreements?

Before determining where the employees are going in this case for the new Agreements, it is helpful to determine where they have been – which leads to the question of how did the employees do under the Predecessor Agreements? To answer that question, the most relevant area to focus on is wages.

In the *2010 Interest Award,* I adopted the Union's wage proposal for an 8.50% increase for the contract period December 1, 2008 through November 30, 2012.[9] During the period December 2008 through November 2012, the cost of living actually increased 9.51%.[10]

At first look and even though I adopted the Union's wage offer, the employees' actual wage increase over the life of the Predecessor Agreements was 1.01% below the increase in the cost of living for that period.[11] However, that number is misleading for several reasons.

First, wage increases compound. Like a savings account, the interest achieved in one year forms the number upon which the next year's percentage is applied. Using the salary schedules in the parties' Agreements, look at a hypothet-

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8 *Barrington, supra* at 6-7.

9 *2010 Interest Award* at 20-45, 78. The Joint Employers proposed a 7.00% wage increase. *Id.* at 21. The Union's 8.50% wage offer was adopted.

10 The data for computing the changes in the cost of living is maintained by the Bureau of Labor Statistics at:

http://data.bls.gov/cgi-bin/surveymost?cu

At that website select "U.S. All Items, 1982-84=100" and then "Retrieve data". The result for the period December 2008 through November 2012 is:

230.221 - 210.228 = 19.993. 19.993 / 210.228 = 0.09510 (9.51%).

11 9.51% (cost of living increase) - 8.50% (wage increase) = 1.01%.

ical Police Sergeant at the step 9.[12] In terms of actual percentage increase, the 8.50% simple wage increase compounded to 8.79% – a number which is consistent through all four Agreements in this case as the same percentage increases are applied to existing salary schedules.[13] That compounding put the actual wage increase at 0.72% below the increase in the cost of living over the life of the Predeces-

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[12] The 9th step on the wage schedule of the Predecessor Police Sergeants Agreement (Schedule IV) is a Sergeant whose salary falls into the category "After 1 Yr. At 2nd Longevity Rate and 20 Years of Service". This group of employees was selected because, according to the Joint Employers census, there are the highest number of Sergeants at that step. Joint Employers Exhibits Binder 1 at Tab 12.

[13] The distribution of the wage increases was as follows (*2010 Interest Award* at 78):

Effective Date	Increase
12/01/08	2.00%
12/01/09	1.50%
12/01/10	2.00%
12/01/11	2.00%
06/01/12	1.00%
Total	8.50%

See also, Predecessor Police Officers Agreement at Section 5.2; Predecessor Police Sergeants Agreement at Section 6.1; Predecessor Correctional Sergeants Agreement at Section 6.1; Predecessor Correctional Lieutenants Agreement at Section 6.1.

As of November 30, 2008 and due to a wage increase made effective June 1, 2008, under the 2004-2008 Police Sergeants Agreement at Schedule IV (of which I can take note from prior cases between the parties), this employee had a scheduled annual salary of $87,701. As shown by the table below, under the Predecessor Police Sergeants Agreement (2008-2012 Agreement) and using the salary schedule in Schedule IV of that Agreement, a 9th step Police Sergeant had the following wage increases based on the 8.5% wage increase ordered in the *2010 Interest Award*:

Date	Salary
11/30/08	87,701
12/01/08	89,454
12/01/09	90,796
12/01/10	92,612
12/01/11	94,465
06/01/12	95,409

Therefore, using the 8.50% wage increase as applied by the parties in the salary schedule of the Predecessor Police Sergeants Agreement, the actual compounded percentage increase is computed as follows for this employee:

95,409 - 87,701 = 7,708. 7,708 / 87,701 = 0.8788 (8.79%).

sor Police Sergeants Agreement (and not 1.01% based on a simple 8.5% wage increase awarded in the *2010 Interest Award*).[14]

Nevertheless, even when the actual compounded wage increase is considered, the wage increase compared to the cost of living increase shows that the employees were still below the actual increased cost of living during that term of the Predecessor Agreement (by 0.72%). Therefore, even when the compounded wage increases are considered, it appears that the employees were slightly behind keeping pace with the increased cost of living during the term of the Predecessor Agreements.

Second, but the compounded wage increase is also a misleading number for determining how the employees *actually* did under the Predecessor Agreements. That is because in addition to the scheduled wage increases, the Predecessor Agreements provide for step increases.

And while this analysis will be used in greater detail *infra* at III(C)(1)(c) in examining the parties' respective wage proposals for the new Agreements, with the exception of the employees who reached the top step (step 11) prior to the Predecessor Agreements taking effect, the vast majority of the employees in all four bargaining units made at least one step movement during the predecessor Agreements – and a number of employees made multiple step movements.[15] While the impact of the actual increases are dependent on the number of employees in the various steps when the examination is made and will also be driven by anniversary dates as to

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[14] 9.51% (cost of living increase) - 8.79% (compounded wage increase) = 0.72%.

[15] *See* discussion *infra* at III(C)(1)(c) showing the census of employees and that as of May 2015 only 82 of the 775 employees in the four bargaining units were topped out at step 11.

when step movements will be made, if the Police Sergeants are again used as the example, the real monetary increases are shown:[16]

POLICE SERGEANTS 2008-2012 (With Step Movements)

Step Move-Move-ment(s)	Salary as of 11/30/08[17]	Salary as of 11/30/12[18]	Difference	Actual Percentage Increase
5-6	76,779	87,285	10,506	13.68%
6-7	80,233	91,257	11,024	13.74%
7-7	83,884	91,257	7,373	8.79%
7-8	83,884	93,310	9,426	11.24%
8-8	85,770	93,310	7,540	8.79%
8-9	85,770	95,409	9,639	11.24%
9-9	87,701	95,409	7,708	8.79%
9-10	87,701	101,990	14,289	16.29%
10-11	93,751	106,683	12,932	13.79%
11-11	98,063	106,683	8,620	8.79%

And taking the cost of living, the simple percentage wage increase, the compounded wage increase and the effect of actual step movements, all of the above

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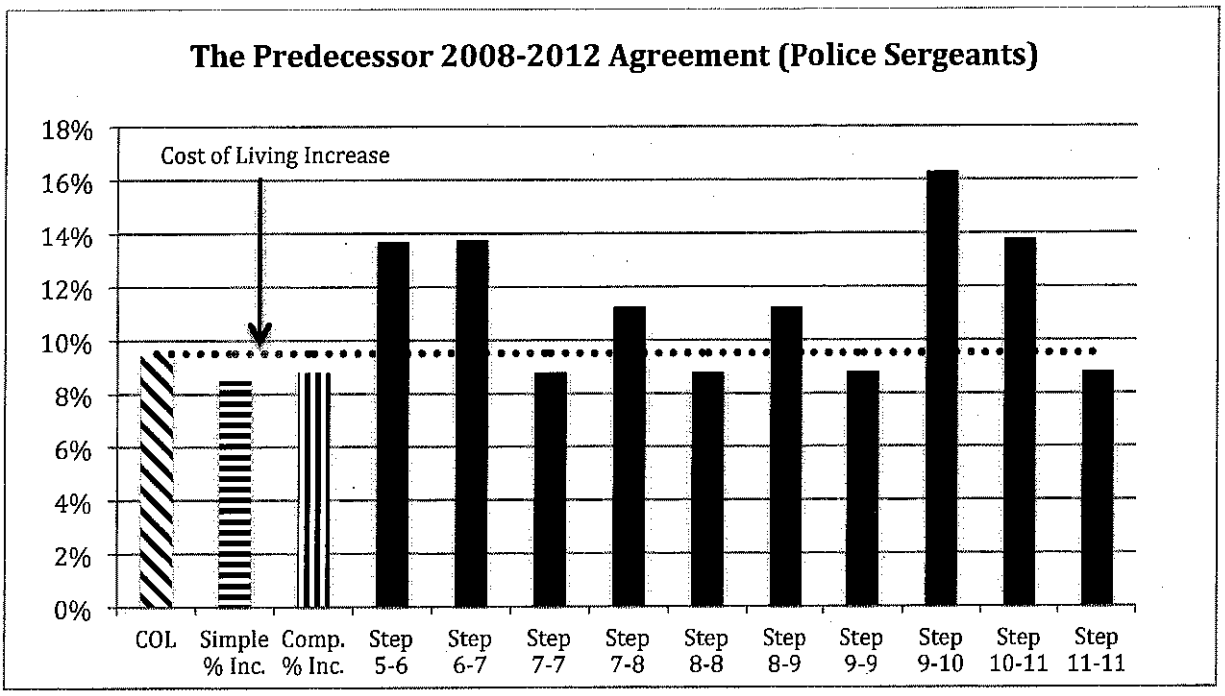
16 Steps 5 through 11 will be considered for this example because as of May 2015 that is where most of the bargaining unit was placed. *See* Joint Employers Exhibits Binder 1 at Tab 12. Obviously, the demographics for the Police Sergeants bargaining unit may not have been the same in November 2012 when the Predecessor Agreement expired as employees may have moved along the step schedule. However, this is just an example to show how step movements affect wage increases to demonstrate real wages received.

Because the longevity steps beginning after the sixth step are in blocks of five years of service and the Predecessor Agreement was a four year contract, it is possible that some employees who were in the longevity steps 7-10 would not make a step movement (and those are reflected in the table). That would not likely be the case for employees in step 10 (25 years) as that next movement to the final longevity step 11 is at the 29th year (*i.e.,* after four years).

17 Per the salary schedules in the 2004-2008 Agreement (Schedule IV).

18 Per the salary schedules in the 2008-2012 Predecessor Agreement (Schedule IV).

looks like this (the dotted line and the first column reflect the cost of living increase over the life of the Predecessor Agreement):



Therefore, under the Predecessor Police Sergeants Agreement which is being used in this example (and will be reflective of all Predecessor Agreements):

- The cost of living increased by 9.51%;
- The actual wage percentage increase is not the simple wage increase of 8.50% but is the compounded wage increase – *i.e.,* 8.79%;
- The actual wage increase is slightly below the cost of living for the term of the Predecessor Agreement (9.51% - 8.79% = 0.72%);
- The vast majority of employees in the bargaining unit received one or more step movements;
- Because of the step movements, the potential actual wage increases ranged from 8.79% to 16.29%; and
- Those few who did not make step movements were in the higher steps thereby receiving substantial wage increases ranging from $7,373 to $8,620.

The overall conclusion must be that under the Predecessor Police Sergeants Agreement, by my adoption of the Union's wage offer for the Predecessor Agreements in the *2010 Interest Award,* the employees either kept pace with the cost of living or exceeded the cost of living – and in some instances exceeded the cost of living by a substantial amount. Under this analysis and because the percentage increases were the same, the same conclusions will exist for the remaining three bargaining units. Thus, the bottom line here is that, overall, the employees did well under the Predecessor Agreements – in many cases, they did very well.

With that, attention now turns to the present dispute.

C. Resolution Of The Disputed Issues

1. Wages

a. Comparing The Parties' Proposals

The parties' wage proposals for all four units are as follows:[19]

Effective Date	Joint Employers	Union
12/1/12		1.00%
6/1/13	1.00%	
12/1/13		1.50%
6/1/14	1.50%	
12/1/14		2.00%
6/1/15	2.00%	
12/1/15	2.00%	2.00%
12/1/16	2.25%	2.25%
6/1/17	2.00%	2.00%
Total	10.75%	10.75%

[19] Joint Employers Final Offer at 1; Union Final Offer at 1.

Attached to this award as Appendices A - D are the salary schedules with the parties' proposed increases and comparisons of how the employees will do under the parties' proposals (noting that discrepancies may appear which are attributable to spread sheet rounding functions).[20]

As shown by those appendices, because the parties both offered 10.75% total, the actual wage increases for both offers compound to 11.24%. That result comes from a comparison of what the employees made before the Agreement took effect (*i.e.,* on the last day of the Predecessor Agreements – November 30, 2012) compared to what they will make at the end of the current Agreements (November 30, 2017). Eventually, the ending percentage wage increases are the same because over the life of the Agreement, the wage offers are identical (10.75%). And at the end of the Agreement the compounding wage rate will therefore also be the same (11.24%).[21]

The differences between the parties' offers are in the timing of the various intermediate wage increases over the contract period (often referred to as "roll-up money"). The differing dates and percentages yield different wage rates upon which the next percentage increase is applied. So to understand the difference between the parties' offers, the difference between total wages paid over the life of the Agreement must be examined. That is shown by the following (also shown in the appendices):[22]

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[20] Appendices A-D, *infra.*

[21] As the chart showing the wage offers demonstrates, the compounding wage increases catch up to each other when the Joint Employers' wage offer of 2.00% takes effect June 1, 2015. At that point, the parties have both offered 4.50% (although on different dates) and the subsequent wage increases are identical in amounts and effective dates.

[22] Because the Joint Employers' wage offers come at mid-year during the first three years of the Agreements and both parties make a mid-year offer in 2017, the "Total Wages Over Life of Contract" is calculated by applying the wage offers in the corresponding six month blocks for each contract year and then adding the total result.

COMPARISON OF RESULTS OF WAGE OFFERS (Police Sergeants)

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
Total Wages Over Life of Contract (Union Offer)	367,634	384,178	401,468	419,519	438,425	458,145	478,993	489,769	500,786	535,329	559,962
Total Wages Over Life of Contract (Employers Offer)	366,035	382,507	399,722	417,694	436,518	456,152	476,910	487,639	498,609	533,001	557,527
Difference	1,599	1,671	1,746	1,825	1,907	1,993	2,083	2,130	2,177	2,328	2,435

COMPARISON OF RESULTS OF WAGE OFFERS (Police Officers)

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
Total Wages Over Life of Contract (Union Offer)	306,532	320,331	334,750	349,809	365,550	381,984	399,363	4175,40	436,535	456,418	466,679
Total Wages Over Life of Contract (Employers Offer)	305,199	318,938	333,294	348,288	363,960	380,323	397,626	415,724	434,637	454,433	464,650
Difference	1,333	1,393	1,456	1,521	1,590	1,661	1,737	1,816	1,898	1,985	2,029

COMPARISON OF RESULTS OF WAGE OFFERS (Correctional Sergeants)

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
Total Wages Over Life of Contract (Union Offer)	292,906	305,341	318,337	331,874	345,967	360,663	377,082	388,383	399,069	410,034	421,298
Total Wages Over Life of Contract (Employers Offer)	291,632	304,013	316,952	330,430	344,462	359,095	375,442	386,694	397,334	408,251	419,466
Difference	1,274	1,328	1,385	1,444	1,505	1,568	1,640	1,689	1,735	1,783	1,832

COMPARISON OF RESULTS OF WAGE OFFERS (Correctional Lieutenants)

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
Total Wages Over Life of Contract (Union Offer)	317,282	330,756	344,817	359,472	374,757	390,671	408,444	420,715	432,300	444,167	456,397
Total Wages Over Life of Contract (Employers Offer)	315,902	329,317	343,318	357,909	373,127	388,972	406,667	418,886	430,420	442,236	454,412
Difference	1,380	1,439	1,499	1,563	1,630	1,699	1,777	1,829	1,880	1,931	1,985

In sum, application of the parties' wage offers shows:

- A total wage increase of 10.75% over the life of the Agreements;
- Which compounds to 11.24% for the actual wage increase; and
- Because of the different implementing dates of the offers causing different roll-ups, over the life of the Agreements, the Union's offer compared to the Joint Employers' offer yields differences in the steps on the salary schedules ranging from $1,274 per year (Correctional Sergeants, 1st step) to $2,435 per year (Police Sergeants, 11th step).

b. Cost of Living

As reported by the Bureau of Labor Statistics ("BLS"), actual data exists for the cost of living changes for the first three years of the Agreement (December 1, 2012 - November 30, 2013; December 1, 2013 - November 30, 2014; December 1, 2014 - November 30, 2015).[23] For the last two years (2015-2016 and 2016-2017), although partial data exists for the period since December 2015 (the first month of the fourth year of the Agreements) to the issuance of this award, the reasonable approach has been to look to the professional economic forecasters.

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23 http://data.bls.gov/cgi-bin/surveymost?cu
As in footnote 10, *supra*, select "U.S. All Items, 1982-84" and then "Retrieve data".

Based on the BLS cost of living data, it is now known that the actual increase in the cost of living for the first three years of the Agreement (December 1, 2012 - November 30, 2015) is 3.37%.[24]

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[24] From the BLS cost of living data for the period December 2012 through November 2015 (the first three years of the Agreement):

237.336 - 229.601 = 7.735. 7.735 / 229.601 = 0.03368 (3.37%).

The Joint Employers take issue with my method of calculating increases in the cost of living for comparing wage proposals. Joint Employers Brief at 32-42. Looking at a one year contract period, my method has been to concentrate on that specific period of the contract – here, December-November. That method is to "overlay" the cost of living changes and compare the percentage increase for that same period. Therefore, because the Agreement years run from December through November, the comparison for cost of living changes is derived from CPS data from December-November. For a one-year period, the Joint Employers argue for a December-December rather than a December-November comparison. Joint Employers Brief at 33.

Under the Joint Employers' approach, the cost of living change for the first year of the Agreements (December 2012 - November 2013) would be calculated using BLS data from December 2012 - December 2013 as the measuring period. Under the Joint Employers' approach, the cost of living change for the first year of the Agreements would be (Joint Employers Brief at 35, footnote 30):

233.049 (12/13) - 229.601 (12/12) = 3.448. 3.448 / 229.601 = 0.0150 (1.50%).

Under my method of calculation which overlays a contract period with cost of living changes during that same period, the cost of living change for the first year of the Agreements which runs from December 2012 to November 2013 would be:

233.069 (11/13) - 229.601 (12/12) = 3.468. 3.468 / 229.601 = 0.0151 (1.51%).

Therefore, the two approaches yield a difference of 0.01%.

Extending that out for examination of the first three years of the Agreement (December 2012 - November 2015) for which we have BLS data, the Joint Employers calculate the cost of living change from December 2012 to December 2015 as (Joint Employers Brief at 35, footnote 34):

236.525 (12/15) - 229.601 (12/12) = 6.924. 6.924 / 229.601 = 0.030156 (3.02%).

As noted above, my method of calculation for the first three years of the Agreements (December 2012-November 2015) is:

237.336 (11/15) - 229.601 (12/12) = 7.735. 7.735 / 229.601 = 0.03368 (3.37%)

Here, the two approaches yield a difference of 0.35%.

My method has been to "overlay" cost of living changes precisely over contract periods. The Joint Employers' calculation looks at year over year periods. Both approaches are reasonable. Over the years when doing these calculations, I have been aware of both methods (and others – *e.g.,* quarter over quarter averages). I prefer mine for purposes of these cases.

My approach looks at how a specific wage increase for a period in a contract changes over that *same* period being examined. The Joint Employers' calculation takes into account months that are not in that same period. For example, for the first year of the Agreement (December 2012 - November 2013), the December 2012 - December 2013 calculation used by the Joint Employers looks at December 2013 which is not in the December 2012 - November 2013 contract period. In this case, if the Union's offer is selected, the employees would get a 1.50% wage increase in December 2013. Why would the analysis for the first year of the Agreements (December 2012 - November 2013) look at December 2013 when the employees may be receiving a different wage rate than the one they received for December 2012 - November 2013 which is the period being examined? But that is what

[footnote continued on next page]

As of this writing, for the remaining two years of the Agreement, the *Federal Reserve Bank of Philadelphia First Quarter 2016 Survey of Professional Forecasters* (February 12, 2016) shows forecasts for 1.5% increase in the CPI for 2016 and 2.2% for 2017.[25] Other forecasters are showing similar results.[26]

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the Joint Employers' method does. My method simply looks at the changes during the period December 2012 - November 2013 and measures how the wage increase for that period holds up against the cost of living during that same period. The Joint Employers' method goes outside that period.

But both methods are reasonable. And as the Joint Employers point out, their method has been used in other matters and other types of cost of living analyses.

The short answer here is that the differences in methods of calculation are academic.

First, for the first year of the Agreements, the different methods of calculation yield (to say the least) negligible results – 0.01%.

Second, for the first three years of the Agreements, the results are also negligible – 0.35%.

Third, Section 14(h) says nothing about how to precisely use "[t]he average consumer prices for goods and services, commonly known as the cost of living" found in Section 14(h)(5), except to use it "as applicable". The views on how to calculate CPI changes for collective bargaining agreements are like external comparability discussed *infra* at III(C)(f)(5). Once you have the data, what do you do with it and how do you use it? There is no precise formula for how to use the cost of living data or any other no guidance from Section 14(h) of the IPLRA. The only guide, I suppose, is to be reasonable. Several approaches are reasonable – the Joint Employers' approach and mine (I prefer mine) and there are others, But in this case, it simply makes no difference.

Fourth, as discussed *infra*, the wage offers in this case are so far ahead of the cost of living changes, that this debate over how to best calculate the cost of living changes just doesn't matter.

Fifth, the Joint Employers have prevailed on the wage issue – also making any differences on how they believe the calculation should be performed moot.

So the answer to the different approaches is that this debate on how to best calculate the cost of living changes for collective bargaining agreements does not change the result in this case (but I still like mine better).

[25] https://www.philadelphiafed.org/research-and-data/real-time-center/survey-of-professional-forecasters/2016/survq116

The appropriate forecast number to look at in the *Survey of Professional Forecasters* is "Headline CPI". *See 2010 Interest Award* at 25 ("With respect to the CPI, the Survey distinguishes between 'Headline CPI' and 'Core CPI' – the difference being that 'Headline CPI' includes forecasts concerning prices in more volatile areas such as energy and food, while 'Core CPI' does not. Because employees have to pay for energy and food, it appears that Headline CPI is more relevant for this discussion.").

[26] As of this writing, other published forecasts show the following:

1. The Wall Street Journal (2016: 1.8%, 2017: 2.2%)
   http://projects.wsj.com/econforecast/ - ind=cpi&r=10
2. Federal Reserve Chair Janet L. Yellen, Speech At The Economic Club of Washington (December 2, 2015) ("... my forecast of a return to our 2 percent objective over the medium term ....")
   http://www.federalreserve.gov/newsevents/speech/yellen20151202a.htm

[footnote continued on next page]

In the past, I have relied upon the *Survey of Professional Forecasters* as it "... is the oldest quarterly survey of macroeconomic forecasts in the United States."[27] I will again do so here for 2016 and 2017.[28]

Putting the actual BLS data for the first three years of the Agreement together with the forecasts from the *Survey of Professional Forecasters* for the last two years of the Agreement shows:

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3. Research Seminar in Quantitative Economics, (RSQE Forecasts), University of Michigan (March 17, 2016) ("Headline inflation rises to 1.1 percent in 2016 and 2.2 percent in 2017").
   http://rsqe.econ.lsa.umich.edu/Docs/RSQE-US-ForecastSummary(2016.03).pdf - zoom=100

[27] https://www.philadelphiafed.org/research-and-data/real-time-center/survey-of-professional-forecasters/

[28] However, it must be remembered that these are only forecasts and one only need watch the evening news weather report to know that pinpoint accuracy for scientific forecasts in any field is not always achieved (and is sometimes not even the rule). And the esteemed *Survey of Professional Forecasters* has not escaped the missed call.

For example, with its Fourth Quarter Report 2013 Report dated February 15, 2013, the *Survey of Professional Forecasters* forecasted Headline CPI for 2015 at 2.3%. *Id.* at 4 (Previous Releases 1Q 2013):

https://www.philadelphiafed.org/research-and-data/real-time-center/survey-of-professional-forecasters/

By November 13, 2015 with its Fourth Quarter 2015 release, the *Survey of Professional Forecasters* reduced the forecast for Headline CPI for 2015 to 0.6% – a significant drop of 1.7% since its forecast from February 15. 2013:

https://www.philadelphiafed.org/research-and-data/real-time-center/survey-of-professional-forecasters/2015/survq415

The reason? Apparently, no one foresaw (or could have predicted) the drastic drop in the price of oil during that period which went from close to $100 per barrel in 2013 to under $50 per barrel in 2015. The price of oil figures heavily into the calculation of Headline CPI. *See* footnote 25, *supra*.

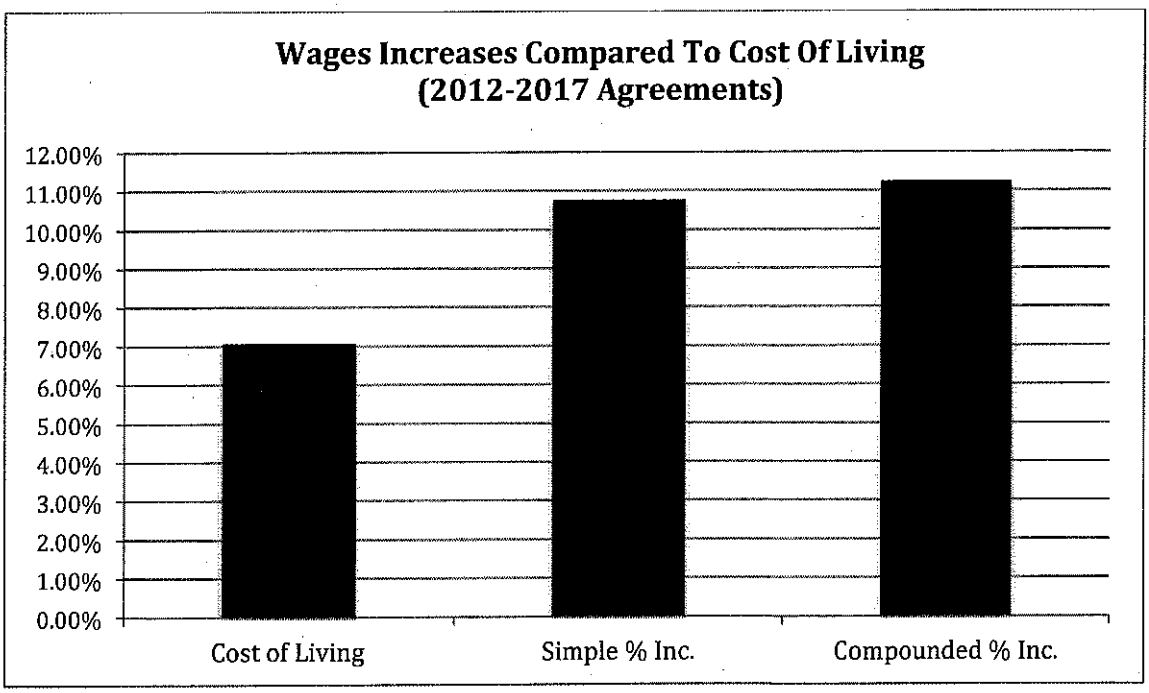
https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=RWTC&f=A

Although not always completely accurate, the forecasters are the best tool interest arbitrators have to look at future years in collective bargaining agreements for examination of the cost of living factor – and the *Survey of Professional Forecasters* remains one of the most respected. Notwithstanding the missed call for 2015, I will continue to use it, especially where, as here, other forecasters are coming up with similar projections.

Period	Increase in CPI
12/1/12-11/30/15 (Actual)	3.37%
2016 (Forecast)	1.50%
2017 (Forecast)	2.20%
Total	7.07%

Therefore, as of this writing, the simple percentage increase of 10.75% *and* the actual compounded increase of 11.24% both exceed the cost of living by *significant* amounts – 3.68% on the simple percentage increase[29] and 4.17% on the actual compounded increase[30]:

The differences look like this:



29 10.75% - 7.07% = 3.68%.

30 11.24% - 7.07% = 4.17%.

However, what drives this factor is that, as discussed *supra* at III(C)(1)(a), because of the timing of the wage increases during the early contract years, the Union's offer in terms of total wage increase results in ranges in steps on the salary schedule of $1,274 to $2,435 higher than the Joint Employers' offer.[31] In the first three years, the Union's offer is more front-loaded and increases come sooner than the Joint Employers' offer making the roll-up money greater and thus the overall actual increases over the life of the Agreements greater. Given how far both parties' offers are ahead of the cost of living and with the Union's offer really being higher total dollar-wise than the Joint Employers' offer, the cost of living factor weighs towards selection of the Joint Employers' offer.

Further, in terms of the cost of living, to really show how the employees have done thus far applying the Joint Employers' offer, the wages as of the expiration of the Predecessor Agreements in November 2012 should be compared to the wages as of this writing by using the Bureau of Labor Statistics Consumer Price Index ("CPI") Inflation Calculator to those rates. The CPI Inflation Calculator is found at:

www.bls.gov/data/inflation_calculator.htm

To see where the employees are at present, the wage rates as of November 30, 2012 when the Predecessor Agreements expired (*see* attached appendices) are plugged into the Inflation Calculator at the above BLS website. That requires selecting "2012" and "2016" for the "in" boxes. Then hit "calculate". The information returned is the present buying power of that 2012 wage rate.

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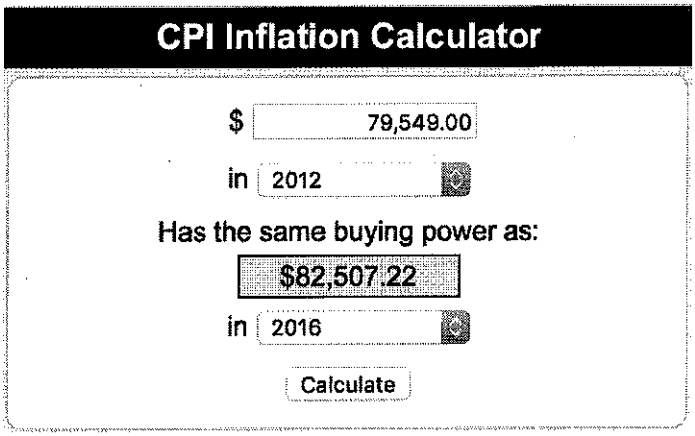
[31] *See* tables, *supra* at III(C)(1)(a) showing differences in the steps ranging from $1,274 per year (Correctional Sergeants, 1st step) to $2,435 per year (Police Sergeants, 11th step).

The Joint Employers' census of employees in the four bargaining units shows that the highest number of employees (113) are in the Police Officers unit at step 8.[32] Using the wage rates for those employees in effect at the expiration of the Predecessor Police Officers Agreement as an example from the table below, after "calculate" is hit, the Inflation Calculator yields this result:



As of this writing (with spread sheet rounding adjustments), applying the Inflation Calculator to the wage schedules shows the following compared for the Joint Employers' offer:[33]

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[32] Joint Employers Exhibits Binder 1 at Tab 12.

[33] These numbers will obviously change after issuance of this award as the BLS periodically issues updates for the cost of living.

BLS CPI INFLATION CALCULATOR (Police Sergeants)

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
Wage as of 11/30/12	70,041	73,193	76,487	79,926	83,528	87,285	91,257	93,310	95,409	101,990	106,683
Inflation Calculator	72,646	75,915	79,331	82,898	86,634	90,531	94,651	96,780	98,957	105,783	110,650
Employer Offer as of 12/1/15	74,703	78,065	81,578	85,246	89,088	93,095	97,332	99,521	101,760	108,779	113,784
Difference	2,057	2,150	2,247	2,348	2,454	2,564	2,681	2,741	2,803	2,996	3,134

BLS CPI INFLATION CALCULATOR (Police Officers)

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
Wage as of 11/30/12	58,400	61,029	63,776	66,645	69,644	72,775	76,086	79,549	83,168	86,956	88,911
Inflation Calculator	60,572	63,299	66,148	69,123	72,234	75,481	78,915	82,507	86,261	90,190	92,217
Employer Offer as of 12/1/15	62,287	65,091	68,021	71,081	74,280	77,619	81,151	84,844	88,704	92,744	94,829
Difference	1,715	1,792	1,873	1,958	2,046	2,138	2,236	2,337	2,443	2,554	2,612

BLS CPI INFLATION CALCULATOR (Correctional Sergeants)

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
Wage as of 11/30/12	55,804	58,173	60,649	63,228	65,913	68,713	71,841	73,994	76,030	78,119	80,265
Inflation Calculator	57,879	60,336	62,904	65,579	68,364	71,268	74,513	76,746	78,857	81,024	83,250
Employer Offer as of 12/1/15	59,519	62,045	64,686	67,437	70,301	73,287	76,623	78,919	81,091	83,319	85,608
Difference	1,640	1,709	1,782	1,858	1,937	2,019	2,110	2,173	2,234	2,295	2,358

BLS CPI INFLATION CALCULATOR (Correctional Lieutenants)

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
Wage as of 11/30/12	60,448	63,015	65,694	68,486	71,398	74,430	77,816	80,154	82,361	84,622	86,952
Inflation Calculator	62,696	65,358	68,137	71,033	74,053	77,198	80,710	83,135	85,424	87,769	90,186
Employer Offer as of 12/1/15	64,472	67,210	70,067	73,045	76,151	79,385	82,996	85,490	87,843	90,255	92,740
Difference	1,776	1,852	1,930	2,012	2,098	2,187	2,286	2,355	2,419	2,486	2,554

From the above tables comparing the Joint Employers' wage offer to the information received from the Inflation Calculator, the employees can tell based on the steps they were at when the Predecessor Agreements expired in November 2012 that with the Joint Employers' wage offer, at this time, that they are far ahead of inflation. And as the parties' offers are structured, as of December 1, 2015 when the current wage rate came into effect, the parties' offers will parallel each other for the duration of the Agreements (2% effective December 1, 2015; 2.25% effective December 1, 2016 and 2% effective June 1, 2017). Thus, for the periods when the parties had different proposals, the later placements of the Joint Employers' offer still had the employees well ahead of inflation up to the time when the offers became identical effective December 1, 2015. Stated differently, under the Joint Employers' offer, the employees made it through the first three years of the Agreements well ahead of the increases in the cost of living. Now that the parties' wage proposals are the same for the last two years of the Agreements (2.25% effective December 1, 2016 and 2% effective June 1, 2017) and considering the forecasts for low inflation (1.5% for 2016 and 2.2% for 2017), if is fair to conclude that the employees will stay well ahead of inflation for the duration of the Agreements. And finally, it must be noted that the above analysis is just on base wage rates and not inclusive of other pay tied to base wage rates (*e.g.*, overtime) – which will increase the overall actual pay for the employees.

The cost of living analysis clearly favors the Joint Employers' offer.[34]

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[34] The BLS cost of living data used comes from the U.S. City Average. Another data set exists for Chicago-Gary-Kenosha. *See* Chicago All Items http://data.bls.gov/cgi-bin/surveymost?cu

For purposes of this case, the choice of data sets is irrelevant. The U.S. City Average used shows a cost of living increase for the period December 1, 2012 - November 30, 2015 at 3.37%. The Chicago-Gary-Kenosha cost of living increase for that period is lower at 2.57%. Because the cost of living factor using the U.S. City Average favors the Joint Employers' offer, so will use of Chicago-

[footnote continued on next page]

c. Overall Compensation – The Real Money

All of the above examinations of the wage offers for the 2012-2017 Agreements do not take into account a most important factor from the employees' standpoint – *i.e.*, increased wages paid as a result of step movements over and above general wage increases – which in prior awards, I have referred to as "the real money".[35]

The simple question for employees to ask is "Where did I start when this contract began and where will I end up when the contract expires?" And that is where the analysis now goes.

Step movements were discussed in examining how the employees did under the Predecessor Agreements. *See discussion, supra* at III(B). To best understand the real money from the perspective of the employees and evaluating the offers, that same analysis must be applied to the offers for these Agreements. Because of the census of employees provided in the record, only those steps in the various Agreements that have high concentrations of employees will be examined.[36]

Gary-Kenosha. If anything, use of the Chicago-Gary-Kenosha data will make the Joint Employers' offer more favorable for this factor as the wage offer further exceeds the cost of living increase for December 1, 2012 - November 30, 2015 by that difference flowing from the two data sets (0.8%).

[35] *See e.g., Barrington, supra* at 13-17.

[36] *See* Joint Employers Exhibits Binder 1 at Tab 12. That limitation is imposed because in a number of the bargaining units, there are no employees at the lower steps and calculating step movements will result in very high percentage changes that will impact no one. *Id.* Specifically, in the Police Sergeants unit, there are no employees in steps 1-3 and only 1 in step 4. Therefore, as in the discussion *supra* at III(B), the analysis starts with employees at step 5 in that unit (where there are 6 employees). The Police Officers unit has no employees at step 1 and only 2 at step 2. The analysis starts at step 3 (where there are 15 employees). Similarly, the Correctional Sergeants have 2 employees at step 4 and then 12 at step 5, so the analysis begins in that unit at step 5. Finally, in the Correctional Lieutenants unit, there are no employees below step 7 (where there are 11). *Id.*

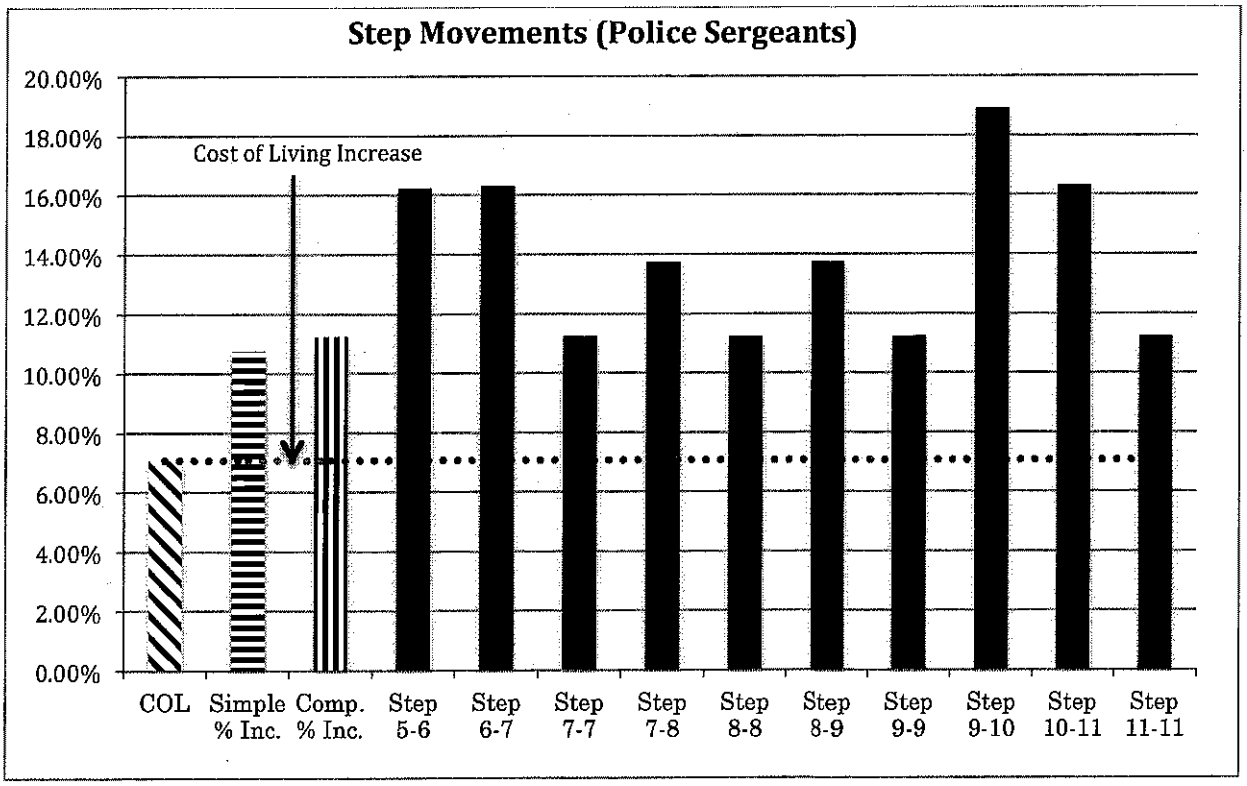
I recognize that this census is from May 2015 and is not a current picture. However, it is the only one I have and for purposes of this discussion and is close enough. Given the number of employees and the purpose of the analysis, this information can be used to demonstrate how step movements affect actual wages received – *i.e.*, the real money.

As previously discussed, because the parties have made the same offer for the duration of the Agreements (10.75%) with the differences coming in the implementation dates and percentage increases on those dates (*see* discussion *supra* at III(C)(1)(a)), the Union's offer actually results in ranges in steps on the salary schedule of $1,274 to $2,435 higher than the Joint Employers' offer. For this discussion, because the ending wage percentage from both offers is 10.75% (11.24% compounded), the real money increases attributable to step movements over the life of the Agreements will therefore be the same for both offers – both start and end with the same total percentages (10.75%). For this analysis, this is just a comparison of what the wage increases and step movements do over the life of the Agreements. The columns in the chart *infra* following the table represent the percentage of the increase due to the step movement(s). As before with the Predecessor Agreement discussed *supra* at III(B), the dotted line and the first column reflect the cost of living increase over the life of the Agreements.

(1). Police Sergeants Step Movements

POLICE SERGEANTS STEP MOVEMENTS

Step Move-Move-ment(s)	Salary as of 11/30/12	Salary as of 11/30/17	Difference	Actual Percentage Increase
5-6	83,528	97,094	13,566	16.24%
6-7	87,285	101,512	14,227	16.30%
7-7	91,257	101,512	10,255	11.24%
7-8	91,257	103,796	12,539	13.74%
8-8	93,310	103,796	10,486	11.24%
8-9	93,310	106,131	12,821	13.74%
9-9	95,409	106,131	10,722	11.24%
9-10	95,409	113,451	18,042	18.91%
10-11	101,990	118,672	16,682	16.36%
11-11	106,683	118,672	11,989	11.24%



The May 2015 census for Police Sergeants shows the following in the most heavily populated steps and steps employees will move from during the life of the Agreement:[37]

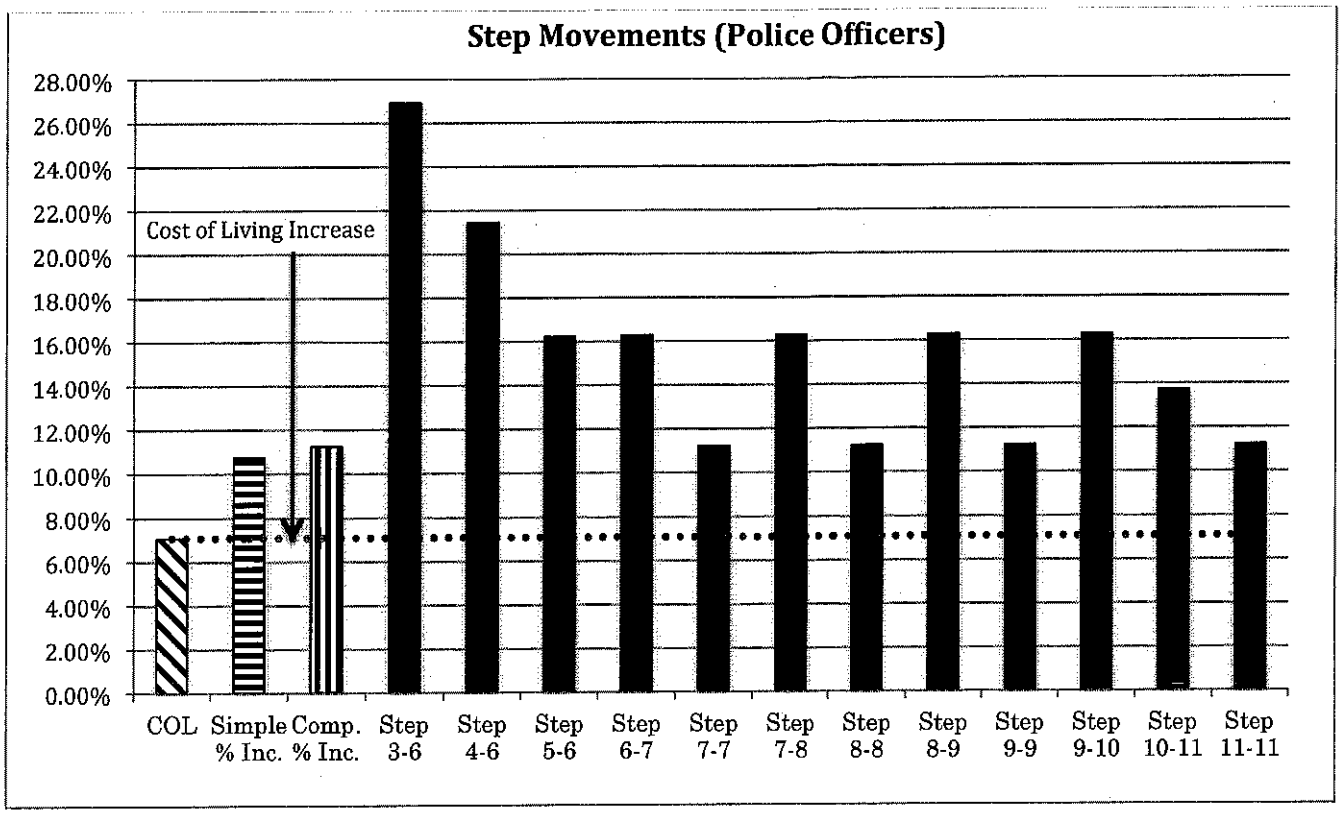
Step	Number of Employees
5	6
6	1
7	6
8	10
9	16
10	9
11	5

[37] Joint Employers Exhibits Binder 1 at Tab 12. There was one employee in step 4 and none below. *Id.* To include that one employee would unfairly skew the table and chart.

(2). Police Officers Step Movements

POLICE OFFICERS STEP MOVEMENTS

Step Move-Move-ment(s)	Salary as of 11/30/12	Salary as of 11/30/17	Difference	Actual Percentage Increase
3-6	63,776	80,953	17,177	26.93%
4-6	66,645	80,953	14,308	21.47%
5-6	69,644	80,953	11,309	16.24%
6-7	72,775	84,636	11,861	16.30%
7-7	76,086	84,636	8,550	11.24%
7-8	76,086	88,488	12,402	16.30%
8-8	79,549	88,488	8,939	11.24%
8-9	79,549	92,514	12,965	16.30%
9-9	83,168	92,514	9,346	11.24%
9-10	83,168	96,728	13,560	16.30%
10-11	86,956	98,902	11,946	13.74%
11-11	88,911	98,902	9,991	11.24%



The May 2015 census for Police Officers shows the following in the most heavily populated steps and steps employees will move from during the life of the Agreement:[38]

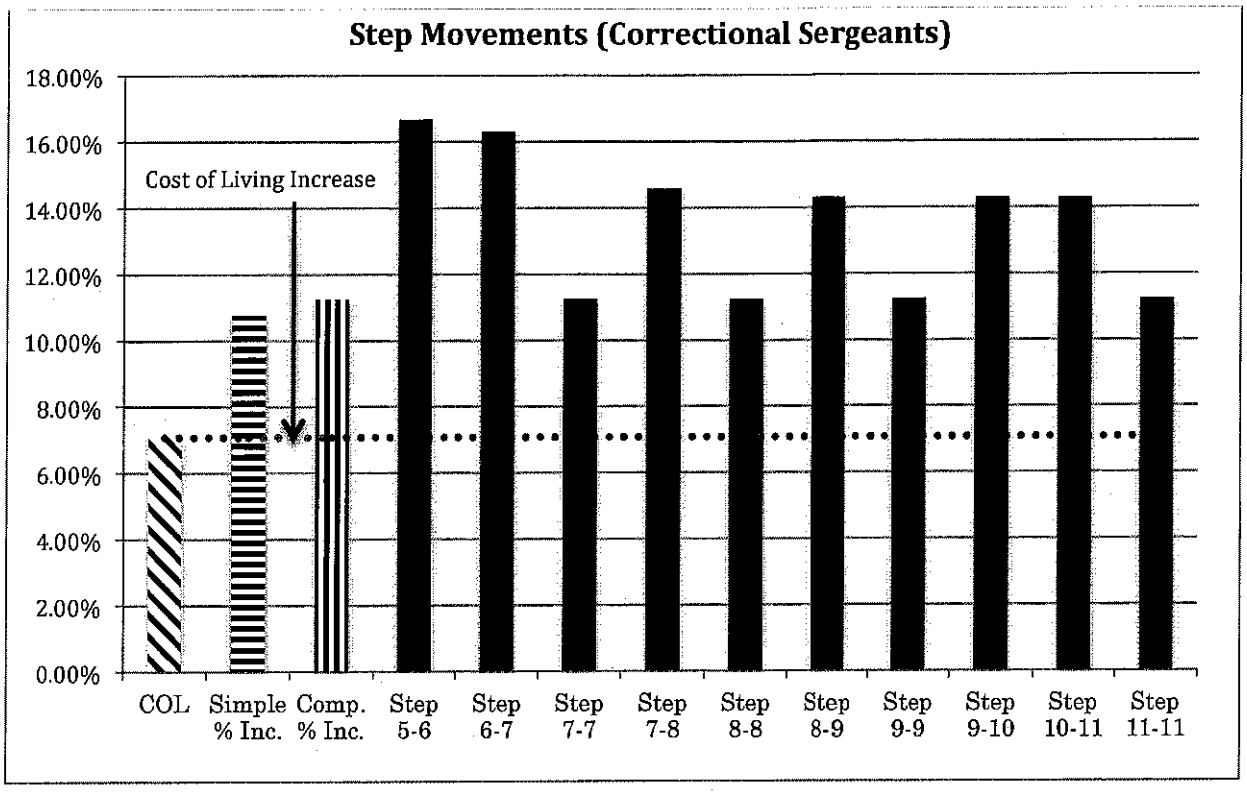
[38] Joint Employers Exhibits Binder 1 at Tab 12. There were only two employees in step 2 and none below. *Id.* To include those two employees would unfairly skew the table and chart.

Step	Number of Employees
3	15
4	11
5	14
6	48
7	43
8	113
9	106
10	39
11	24

(3). Correctional Sergeants Step Movements

CORRECTIONAL SERGEANTS STEP MOVEMENTS

Step Move-Move-ment(s)	Salary as of 11/30/12	Salary as of 11/30/17	Difference	Actual Percentage Increase
5-6	65,513	76,435	10,922	16.67%
6-7	68,713	79,914	11,201	16.30%
7-7	71,841	79,914	8,073	11.24%
7-8	71,841	82,309	10,468	14.57%
8-8	73,994	82,309	8,315	11.24%
8-9	73,994	84,574	10,580	14.30%
9-9	76,030	84,574	8,544	11.24%
9-10	76,030	86,898	10,868	14.29%
10-11	78,119	89,285	11,166	14.29%
11-11	80,265	89,285	9,020	11.24%



The May 2015 census for Correctional Sergeants shows the following in the most heavily populated steps and steps employees will move from during the life of the Agreement:[39]

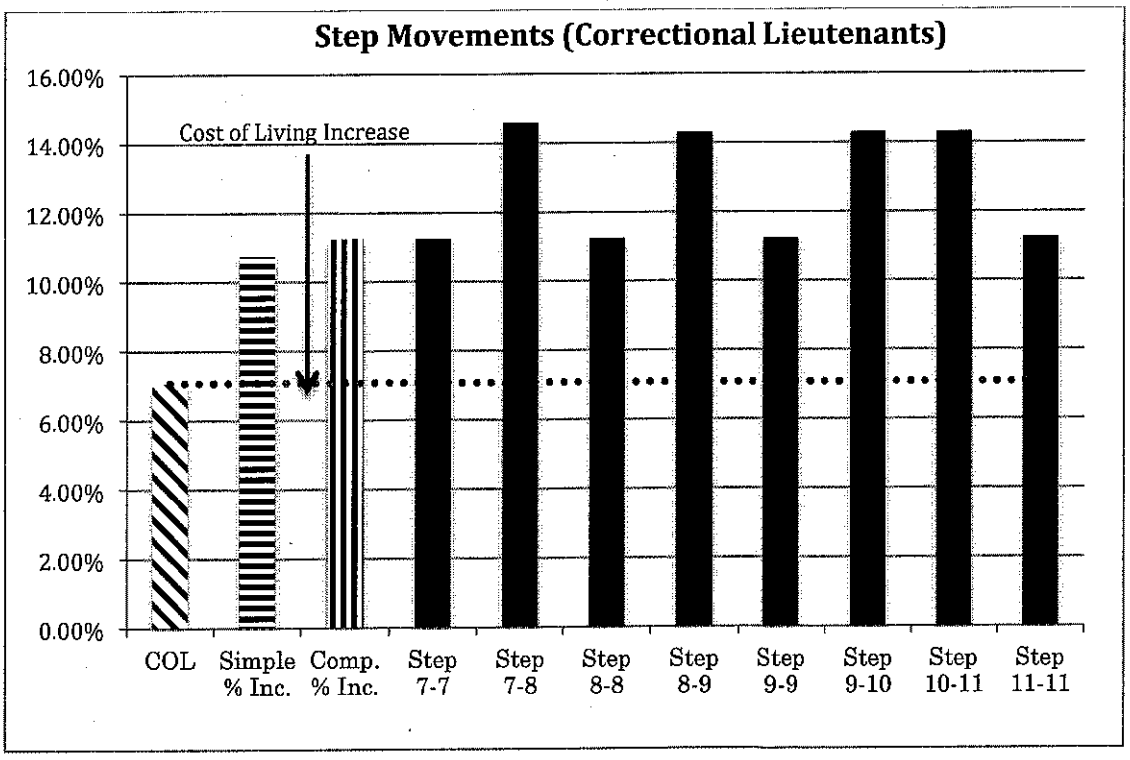
Step	Number of Employees
5	12
6	29
7	34
8	28
9	24
10	37
11	34

[39] Joint Employers Exhibits Binder 1 at Tab 12. There were only two employees in step 4 and none below. *Id.* To include those two employees would unfairly skew the table and chart.

(4). Correctional Lieutenants Step Movements

CORRECTIONAL LIEUTENANTS STEP MOVEMENTS

Step Move-Move-ment(s)	Salary as of 11/30/12	Salary as of 11/30/17	Difference	Actual Percentage Increase
7-7	77,816	86,561	8,745	11.24%
7-8	77,816	89,161	11,345	14.58%
8-8	80,154	89,161	9,007	11.24%
8-9	80,154	91,616	11,462	14.30%
9-9	82,361	91,616	9,255	11.24%
9-10	82,361	94,131	11,770	14.29%
10-11	84,622	96,723	12,101	14.30%
11-11	86,952	96,723	9,771	11.24%



The May 2015 census for Correctional Lieutenants shows the following in all populated steps and steps employees will move from during the life of the Agreement:[40]

Step	Number of Employees
7	11
8	15
9	11
10	31
11	19

(5). Conclusion On Overall Wage Compensation

Therefore, based on the above and looking at the "real money" related to wages resulting from step movements, the following becomes evident for the 2012-2017 Agreements:

- The 10.75% wage increase offer made by both parties compounds to an actual 11.24% increase over the life of the Agreements;
- Because of step movements, employees in the four bargaining units will *actually* receive the following range of percentage increases:
    - Police Sergeants: 11.24% - 18.91%
    - Police Officers: 11.24% - 26.93%
    - Correctional Sergeants: 11.24% - 16.67%
    - Correctional Lieutenants: 11.24% - 14.58%
- Of the approximate 775 employees in the four bargaining units, as of May 2015, 82 were at the top step of the salary schedules;
- Because of the time an employee stays in a step and due to the five-year term of the Agreements, since 82 of the

[40] Joint Employers Exhibits Binder 1 at Tab 12. There are no employees below step 7. *Id.*

775 employees in the units were at the top step as of May 2015 – *a minimum* of 89% of the employees in the units who were not topped out at step 11 will make at least one step movement (and some more than one step who were at the lower steps) over the life of the Agreements;[41] and

- Because the cost of living (actual for the first three years and forecasted for the remaining two years) over the life of the Agreements will be in the vicinity of 7.0%, the simple wage increase (10.75%); the compounded wage increase (11.24%) and the actual wage increases due to step movements (ranging up to 26.93%) are *far* beyond increases in the cost of living.

Given those very strong numbers and comparisons from the employees' standpoint, there is just no justification for imposing the Union's offer which has earlier and different effective dates in 2012 through 2014 than the Joint Employers' offer. In the end and because of earlier roll-up money coming from the Union's offer, the Union's offer causes ranges in steps on the salary schedule of $1,274 to $2,435 higher than the Joint Employers' offer.[42] With a cost of living targeting at 7.0% over the life of the Agreements and with real wage increases between 11.24% and 26.93% based on the Joint Employers' offer, there is no basis to impose the Union's wage offer that increases the steps on the salary schedule more than the Joint Employers' offer. The overall compensation factor concerning wages therefore clearly favors the Employers' offer.

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[41] The 89% figure assumes that the 82 employees at the top step as of the May 2015 census (Joint Employers Exhibits Binder 1 at Tab 12) were also at the top step when the Agreements took effect in December 1, 2012. That is probably not the case. If any of those 82 employees moved from step 10 to step 11 after December 1, 2012, then the percentage of employees making step movements increases to over 89%.

[42] *See* discussion *supra* at III(C)(1)(a) showing the comparisons of the parties' offers.

d. Internal Comparability

According to the Joint Employers, with some exceptions covering minimal numbers of employees, so far "[e]ighty-seven of the County's bargaining units, representing some 20,000 employees, have accepted this exact same package of General Wage Increases" as the Joint Employers have offered here.[43] However, as the Joint Employers recognize, "'[i]n cases involving the protective services, the most relevant internal comparisons are other police and firefighter units in the public employer.'"[44]

In the Sheriff's Office, the internal comparables Correctional Officers (approximately 3,300 employees) and Court Service Deputies (approximately 1,100 employees) are working under the same wage offer made by the Joint Employers in this case.[45]

Internal comparability therefore favors the Joint Employers' offer.

e. Conclusion On Wages

All of the above shows that with respect to the Joint Employers' offer:

- A simple wage increase of 10.75% compounds to 11.24% over the life of the Agreements;
- When step movements are factored in (with some 89% of the bargaining unit members receiving at least one step

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[43] Joint Employers Brief at 52.

[44] *Id.*, citing my awards including *Village of Lansing and Illinois Fraternal Order of Police Labor Council*, S-MA-12-214 (2014) at 23; *City of Highland Park and Illinois Council of Police*, S-MA-123-167 (2014) at 11. Those awards can be found at:
http://www.illinois.gov/ilrb/arbitration/Documents/S-MA-12-214.pdf
http://www.illinois.gov/ilrb/arbitration/Documents/HighlandPark.pdf

[45] The Correctional Officers contract was negotiated. Joint Employers Exhibits Binder 2 at Tab 1 (Section 5.1). The Court Services Deputies contract was set through an interest arbitration proceeding. *County of Cook/Cook County Sheriff and Illinois Fraternal Order of Police Labor Council*, L-MA-13-003 (Reynolds, 2015) at 4, 32-33, 35 found at:
http://www.illinois.gov/ilrb/arbitration/Documents/L-MA-13-003.pdf

movement over the life of the Agreements), the actual increases range from 11.24% to 26.93%;

- The cost of living over the life of the Agreements will be at around 7.0%, which places the simple wage increase (10.75%); the compounded wage increase (11.24%) and the actual range of step movements (11.24% to 26.93%) far ahead of the cost of living; and
- Internal comparability favors the Joint Employers' offer.

Based on the above, cost of living, overall compensation and internal comparability clearly favor the Joint Employers' wage offer. The Joint Employers' wage offer is therefore selected.

f. The Union's Arguments

The Union's well-framed arguments addressing the wage issue not addressed above do not change the result.

(1). Full Retroactivity By Presumption

The first wage increase from the Joint Employers' offer takes effect June 1, 2013 – six months after the commencement of the Agreements. The Union argues that the wage offer adopted should, by presumption, be retroactive to the first day of the Agreement – *i.e.*, to December 1, 2012 as the Union seeks – and not have the first increase effective six months into the Agreement as the Joint Employers seek.[46] In this case, I disagree.

The presumption urged by the Union is not found in the sections of the IPLRA governing this process. Instead, the factors in Section 14(h) are listed and are to be applied "as applicable." As set forth in detail *supra*, the Section 14(h) factors "as applicable" have been applied.

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[46] Union Brief at 2. *See also, id.* at 2-6.

(2). Dragging Out The Process

The Union argues that not granting full retroactivity amounts to "[a]llowing public employers to drag out the process of bargaining and avoid full retroactivity ...."[47] The applicable statutory factors govern these decisions, no matter how long the bargaining or interest arbitration process takes to bring parties to a contract. *See e.g.*, my award in *City of Chicago and Teamsters Local 700 (SPCO Unit)*, L-MA-10-002 (2013) at 5-17, 26, where, after a long series of delays including the contesting of the union's certification and a change of bargaining representative, in an award issued January 9, 2013, wages were made retroactive to January 1, 2008 – *i.e.*, five years – in accord with the union's offer and not to a much later date sought by the employer.[48] If employees are entitled to retroactivity through application of the statutory factors, they get it.

This dispute is really not about retroactivity, but is about assessing the parties' offers based on the applicable statutory factors. The Union's retroactivity argument is not persuasive, particularly given how well the employees do under the Joint Employers' offer – which is really shown by the discussion and tables concerning the BLS CPI Inflation Calculator, *supra* at III(C)(1)(b). As shown, as of now when the parties' offers have merged in terms of percentage increases going forward, in most instances the employees are several thousands of dollars ahead of inflation – and that assumes *no* step movements having been, or to be, made (which, will not be the case as approximately 89% of the employees in the bargaining units will achieve at least one step movement over the life of the Agreements). There has

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[47] *Id.* at 3.

[48] http://www.illinois.gov/ilrb/arbitration/Documents/L-MA-10-002.pdf
The delays in that case are detailed *id.* at 3, footnote 2.

been no reward to the Joint Employers caused by how long these Agreements have taken to come to finality.

(3). Offsets Due To Increased Employee Costs

The Union notes that "... the value of the general wage increases should be discounted by the increases that employees will pay for insurance, both in premiums and in plan design ... [which] will kick in during the 'out years.'"[49] Given the substantial increases found appropriate here through the Joint Employers' wage offer, there is no showing that those insurance costs (which are not part of this dispute) will have any real impact on net real wage increases received by the employees.

(4). The County's Financial Condition

The Union argues that the County is not in "dire financial condition".[50] The County's financial condition has not been a factor in this award.

(5). Use Of External Comparables

Arguing that I should consider external comparables, the Union asserts:[51]

> It is time for the Arbitrator to scale back his virtually exclusive reliance on actual and projected changes in the cost of living as the prime factor in evaluating the economic proposals of the parties in interest arbitration. While political dysfunction has hampered the recovery of the State and the region from the Great Recession, it is now clear that the economy has recovered and is in a period of consistent moderate expansion.

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49 Union Brief at 7-8.

50 *Id.* at 8-9.

51 *Id.* at 18 [footnote omitted].

The Union is correct that since the Great Recession began in 2008, I have turned away from consideration of external comparability to set wage rates in interest arbitrations. However, as shown by the analysis of the parties' wage offers in this case *supra* at III(C)(1)(a)-(e), my setting of wage rates has not resulted from "... exclusive reliance on actual and projected changes in the cost of living as the prime factor in evaluating the economic proposals of the parties in interest arbitration" as the Union asserts.

Although moving away from external comparability, since the Great Recession my focus has turned to giving emphasis to three factors that, in my opinion, are the "applicable factors" under Section 14(h) – cost of living; overall compensation; and internal comparability. *See e.g., Village of Lansing, supra* at 12 [and awards cited]:[52]

> Since the Great Recession began in 2008, my focus in deciding these disputes shifted to the economy (as reflected through the cost of living factor) along with the overall compensation factor and internal (as opposed to external) comparability so as to better reflect what is going on in the particular community where the interest arbitration is occurring.

The rationale for my turning away from setting wage rates almost exclusively through use of external comparability as was the practice before the Great Recession is explained in *Lansing, supra* at 6-18. It should be reiterated here.

The starting point is with the statute itself and then some history.

Section 14(h) gives no guidance on how interest arbitrators are to use the "applicable factors" to set contract terms. The factors listed are, for the most part, open-ended, vague and subject to many shades of interpretation.

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[52] http://www.illinois.gov/ilrb/arbitration/Documents/S-MA-12-214.pdf

When the interest arbitration process came to Illinois with the passage of the IPLRA some 30 years ago, it was natural to look to the experience of other states as to how to use the factors and, more specifically, what weight should be accorded to them. External comparability (Section 14(h)(4)(A)), was used with emphasis elsewhere and so it made sense back then to give that factor similar heightened emphasis. *See* Peter Feuille, "Compulsory Interest Arbitration Comes to Illinois," Illinois Public Employee Relations Report, Spring, 1986 at 2 [emphasis added]:

> Based on what has happened in other states, most of the parties' supporting evidence will fall under the comparability, ability to pay, and cost of living criteria. ... *[o]f these three, comparability usually is the most important.*

My first interest arbitration award issued in 1989.[53] Since then, according to the Illinois Labor Relations Board website, I have issued a total of 88 awards/orders setting contract terms in interest arbitrations.[54] Like my colleagues at the time, in the early years I gave external comparability heavy, if not determinative, weight in deciding those initial cases.[55]

The initial wave of cases focused on the selection of the pool of comparables for use in evaluating economic offers. The advocates became very creative in the methods for choosing comparables (again, the IPLRA gave no guidance). In the ear-

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53 *Village of Streamwood and Laborers International Union of North America*, S-MA-89-89 (1989).

54 http://www.illinois.gov/ilrb/arbitration/Pages/default.aspx

55 *See e.g., Village of Streamwood, supra; City of Springfield and Policemen's Benevolent and Protective Association, Unit No. 5*, S-MA-89-74 (1990); *City of Countryside and Illinois Fraternal Order of Police Labor Council*, S-MA-92-155 (1994); *City of Naperville and Illinois Fraternal Order of Police Labor Council*, S-MA-92-98 (1994); *Village of Libertyville and Illinois Fraternal Order of Police Labor Council*, S-MA-93-148 (1995); *Village of Algonquin and Metropolitan Alliance of Police*, S-MA-95-85 (1996); *County of Will/Will County Sheriff and MAP Chapter #123, S-MA-00-123* (2002); *County of Winnebago and Sheriff of Winnebago County and Illinois Fraternal Order of Police Labor Council*, S-MA-00-285 (2002).

ly years of the interest arbitration process in Illinois, the advocates were using what appeared to be perhaps randomly chosen geographic circles or other methods of comparisons to bring communities favorable to their respective positions into the comparable pool. One got the feeling that the definition of a "comparable" was any public employer that paid wages or provided benefits "comparable" to what a party was seeking in the case being decided.[56]

The next problem was once the pool of comparables was determined, what were interest arbitrators to do with them – even when the parties agreed upon some or all of the communities to be used as comparables? That statute gave absolutely no guidance. Section 14(h)(4) just says an interest arbitration award should "... base its findings, opinions and order upon ... [c]omparison 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 ... [i]n public employment in comparable communities." But how is that "[c]omparison" to be made? Again, no specific statutory guidance is given. Were interest arbitrators to use averages, mid-points, or movement in rankings from prior years? Were employees working in a community who were at the bottom of the pool of comparables required to stay at the bottom? Conversely, were employees who were working in a community at the

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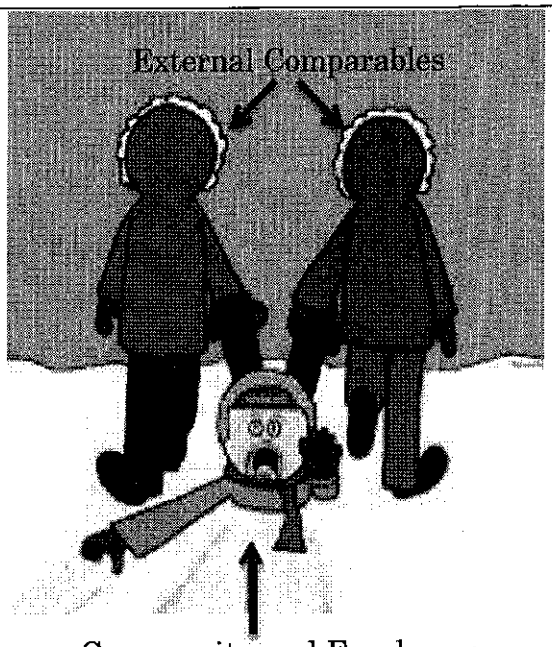
[56] There was nothing wrong with the parties' selection processes. Given the silence of the statute, that was just good advocacy. I ended up using a method of taking the group of stipulated comparables, if any, and determining how often the disputed comparables fell within the ranges of the agreed-upon comparables and the public employer in the case in relevant factors (*e.g.*, population, distance from the public employer in a case, department size, number of employees, median income sales tax revenue, EAV, total general fund revenue, etc.). If a disputed comparable fell within the ranges formed by the stipulated comparables and the public employer involved with sufficient frequency, then a disputed comparable was, in fact, also "comparable". *See* Benn, "A Practical Approach to Selecting Comparable Communities in Interest Arbitrations under the Illinois Public Labor Relations Act," Illinois Public Employee Relations Report, Vol. 15, No. 4 (Autumn 1998).

top of the pool of comparables required to stay at the top? Was the target the midpoint of the pool of comparables (everyone can't be at the midpoint)? The statute said absolutely nothing about that.

But the silence and lack of guidance from the IPLRA aside, there was always a nagging question about use of external comparables that bothered me. Why should the experience coming from negotiations in other communities or groups of public employers who were "comparable" by some definition, literally *dictate* the result in a case before me? The parties in the case before me were not at the bargaining table when the other contracts were negotiated or set by interest arbitrations. Although perhaps "comparable", every public employer and group of employees had different concerns and experiences. But by giving external comparability the heavy, if not determinative weight that was coming from the interest arbitration process, the advocates with their arguments and emphasis on external comparability and the interest arbitrators deciding those cases (including the undersigned) were really allowing one community to be dragged along by the result in the other communities when that first community had absolutely no involvement in the setting of terms and conditions in those other communities.

To me, giving heavy, if not determinative, weight to external comparability in the early years to set contract terms when the public employer and the employees in a community had no input into contract terms set in the other "comparable" communities and then had those terms literally transferred to them through use of the external comparability factor is perhaps best graphically described by this:



Community and Employees
In Interest Arbitration

The weight given to external comparability continued for several decades. Notions of stability were needed and if that was how things were done, well that's how they were done. Those were the rules of the process and for stability purposes, arbitrators and advocates tired to play by those rules. But the overall "dragging along" question still bothered me.

Then the Great Recession of 2008 hit and crushed the economy. Revenue streams dried up, massive layoffs occurred and employers, employees and unions in the public sector had to scramble to deal with the new landscape. But contracts still had to be set, if necessary through the interest arbitration process.

Even though I had been placing heavy reliance on external comparability, after the Great Recession hit I really questioned that heavy reliance on external comparables to establish wage and benefit rates in one community based on the experiences in other communities when the contracts that were being used for comparison purposes were negotiated before the Great Recession or were in communities that

may not have all equally weathered the economic storm dealing with the Great Recession and its aftermath. After the Great Recession hit, the comparisons that I was being asked to make were really "apples to oranges" and, to me, no longer valid. *See State of Illinois and International Brotherhood of Teamsters, Local 726 (Illinois State Police Master Sergeants)*, S-MA-08-262 (2009) at 7, 20:[57]

> At the time the disputed issues in this case were heard on August 5 and September 5, 2008 and as subsequently briefed by the parties, the Union focused on comparability arguments while the ISP focused on the statutory factors found in Section 14(h) of the Act, but mainly sought to counter the Union's comparability arguments.
>
> That was then. This is now. During the pendency of the arbitration proceedings before me which commenced August 5, 2008 with a second day of hearing on September 5, 2008, the economy went into free-fall after the second day of hearing.
>
> * * *
>
> The short answer to the Union's reliance upon the jurisdictions it selected for comparison purposes is that even assuming those jurisdictions are valid comparables, those contracts were not negotiated under the economic circumstances that have existed since these proceedings began in August 2008. But in any event, on balance, given the extraordinary circumstances which presented in this case since August 2008, the comparability factor in Section 14(h)(4) must yield to the other factors cited above.

Therefore, since the Great Recession began in 2008, my emphasis in deciding interest arbitrations shifted away from heavy reliance on external comparability and focused harder on the economy (as reflected through the cost of living factor) along with the overall compensation factor and internal (as opposed to external) comparability so as to better reflect what is going on in the particular community where the interest arbitration is occurring.

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[57] http://www.illinois.gov/ilrb/arbitration/Documents/S-MA-08-262.pdf

Since the commencement of the Great Recession, there are 30 awards or orders under my name which, for the most part, came about directly or indirectly through the approach of staying away from external comparables and using the analysis I have used in this case – *i.e.*, focusing on the cost of living, total compensation for wages and internal (as opposed to external) comparables.[58]

The analysis can be done on 27 of those cases. The results in those cases where the analysis can be done on expired contracts show the following when the compounded wage increases are compared to the actual cost of living increases ("COL") over the lives of those contracts – and this is *without* step movements factored in:

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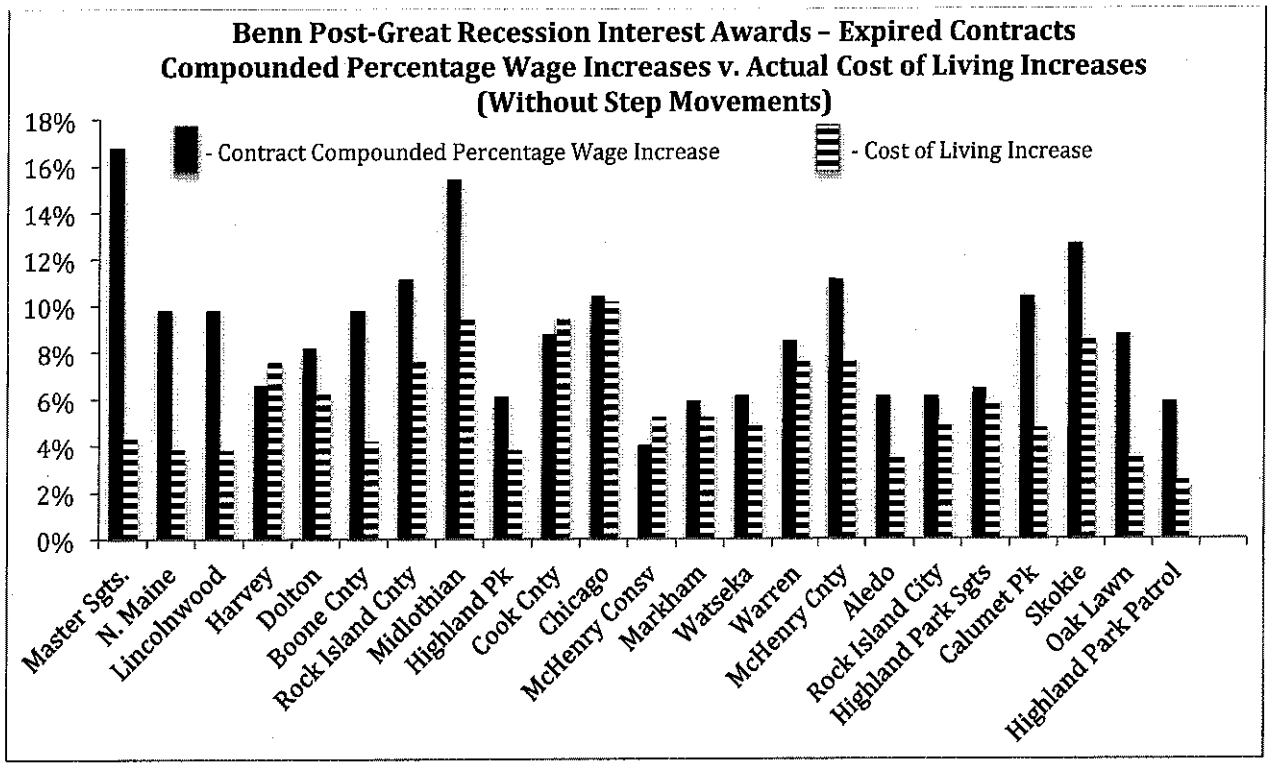
[58] *Village of Barrington and Illinois FOP Labor Council, supra*, S-MA-13-167 (2015); *City of Highland Park and Illinois Council of Police*, Arb. Ref. 13.340 (2014); *Village of Lansing and Illinois FOP Labor Council, supra*, S-MA-12-214 (2014); *Village of Oak Lawn and Oak Lawn Professional Firefighters Association, Local 3405, IAFF*, S-MA-13-033 (2014); *Village of Oak Park and Illinois FOP Labor Council*, S-MA-14-105 (2014); *Village of Richton Park and Illinois FOP Labor Council*, S-MA-13-229 (2014); *Village of Skokie and Skokie Firefighters Local 3033*, IAFF, S-MA-10-197 (2014); *Village of Calumet Park and Illinois FOP Labor Council*, S-MA-12-312 (2013); *City of Chicago and Teamsters Local 700*, L-MA-10-002 (2013); *City of Highland Park and Teamsters Local 700*, S-MA-09-273 (2013); *Village of Lansing and Illinois FOP Labor Council*, S-MA-10-380 (2013); *City of Rock Island and Illinois FOP Labor Council*, S-MA-11-183 (2013); *City of Aledo and IUOE Local 150*, S-MA-13-012 (2012); *County of McHenry and McHenry County Sheriff and Illinois FOP Labor Council*, S-MA-11-004 (2012); *County of Warren and Warren County Sheriff and Illinois FOP Labor Council*, S-MA-11-100 (2012); *City of Watseka and Illinois FOP Labor Council*, S-MA-11-218 (2012); *City of Lake Forest and Lake Forest Professional Firefighters Local 1898*, S-MA-10-358 (2011); *City of Markham and Teamsters Local 700*, S-MA-09-270 (2011); *McHenry County Conservation District and Illinois FOP Labor Council*, S-MA-10-105 (2011); *City of Chicago and Fraternal Order of Police, Chicago Lodge No. 7*, Arb. Ref. 09.281 (2010); *Cook County Sheriff/County of Cook and AFSCME Council 31*, supra (the *2010 Interest Award*), L-MA-09-003 (2010); *City of Highland Park and Highland Park Fire Fighters Association Local 822*, S-MA-10-282 (2010); *Village of Midlothian and Teamsters Local 700*, S-MA-10-148 (2010); *County of Rock Island and AFSCME Council 31*, S-MA-09-072 (2010); *County of Boone and Boone County Sheriff and Illinois FOP Labor Council*, S-MA-08-025 (2009); *Village of Dolton and Dolton Professional Firefighters, Local 3766*, S-MA-09-106 (2009); *City of Harvey and Harvey Firemen's Association, IAFF Local 471*, S-MA-09-216 (2009); *Village of Lincolnwood and Illinois FOP Labor Council*, S-MA-08-176 (2009); *North Maine Fire Protection District and North Maine Firefighters, Local 2224, IAFF* (2009); *State of Illinois and International Brotherhood of Teamsters, Local 726*, (Master Sergeants), *supra*, S-MA-08-262 (2009).

EXPIRED CONTRACTS

Case	Simple % Inc.	Compounded % Inc.	COL Increase During Term
ISP Master Sgts.	15.25%	16.80%	4.32%
North Maine	9.50%	9.80%	3.84%
Lincolnwood	9.50%	9.80%	3.82%
Harvey	6.50%	6.60%	7.59%
Dolton	8.00%	8.16%	6.36%
Boone Cnty	9.50%	9.80%	4.17%
Rock Island Cnty	10.75%	11.14%	7.61%
Midlothian	14.50%	15.40%	9.46%
Highland Park Fire	6.00%	6.09%	3.82%
Cook County	8.50%	8.79%	9.50%
Chicago Police	10.00%	10.41%	10.17%
McHenry Conserv.	4.00%	4.04%	5.22%
Markham	5.80%	5.91%	5.22%
Watseka	6.00%	6.12%	4.91%
Warren	8.25%	8.51%	7.74%
McHenry County	10.75%	11.12%	7.74%
Aledo	6.00%	6.12%	3.59%
Rock Island City	6.00%	6.11%	5.06%
Highland Park Sgts	6.30%	6.43%	5.96%
Calumet Park	10.00%	10.38%	4.71%
Skokie Fire	12.00%	12.64%	8.66%
Oak Lawn	8.50%	8.74%	3.59%
Highland Park Patrol	5.75%	5.86%	2.48%

In a chart, the compounded wage increase compared to the cost of living increase over the lives of those contracts that have now expired looks like this:



To say the least, in the vast majority of these cases, the employees did well to very well – and that was before step increases were applied.

Four of the contracts coming from my post-Great Recession awards/orders expired in April 2016 or have not yet expired. Therefore, the full contract terms cannot be compared to the cost of living increases because, as of this writing, we do not yet have BLS data for those full terms. However, three of the four contracts expired in April 2016. Because the BLS lags one month in the reporting of CPI data, for those three contracts, all but one month of those contracts can be examined. Based on the most recent BLS data release dated April 14, 2016 (showing data for March 2016), those four contracts show the following:[59]

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59 http://www.bls.gov/news.release/archives/cpi_04142016.pdf
See also, http://data.bls.gov/cgi-bin/surveymost?cu

EXPIRED (No COL Data Yet) OR NOT YET EXPIRED CONTRACTS

Case	Contract Period	Simple % Increase	Compounded % Increase	CPI Change to Date	Difference
Richton Pk.	5/13 - 4/16	9.00%	9.34%	2.23%[60]	7.11%
Lansing	5/12 - 4 /16	7.50%	7.71%	3.62%[61]	4.09%
Barrington	5/13 - 4/16	6.25%	6.38%	2.23%[62]	4.15%
Oak Park	1/14 - 12/17	10.00%	10.38%	1.80%[63]	8.58%

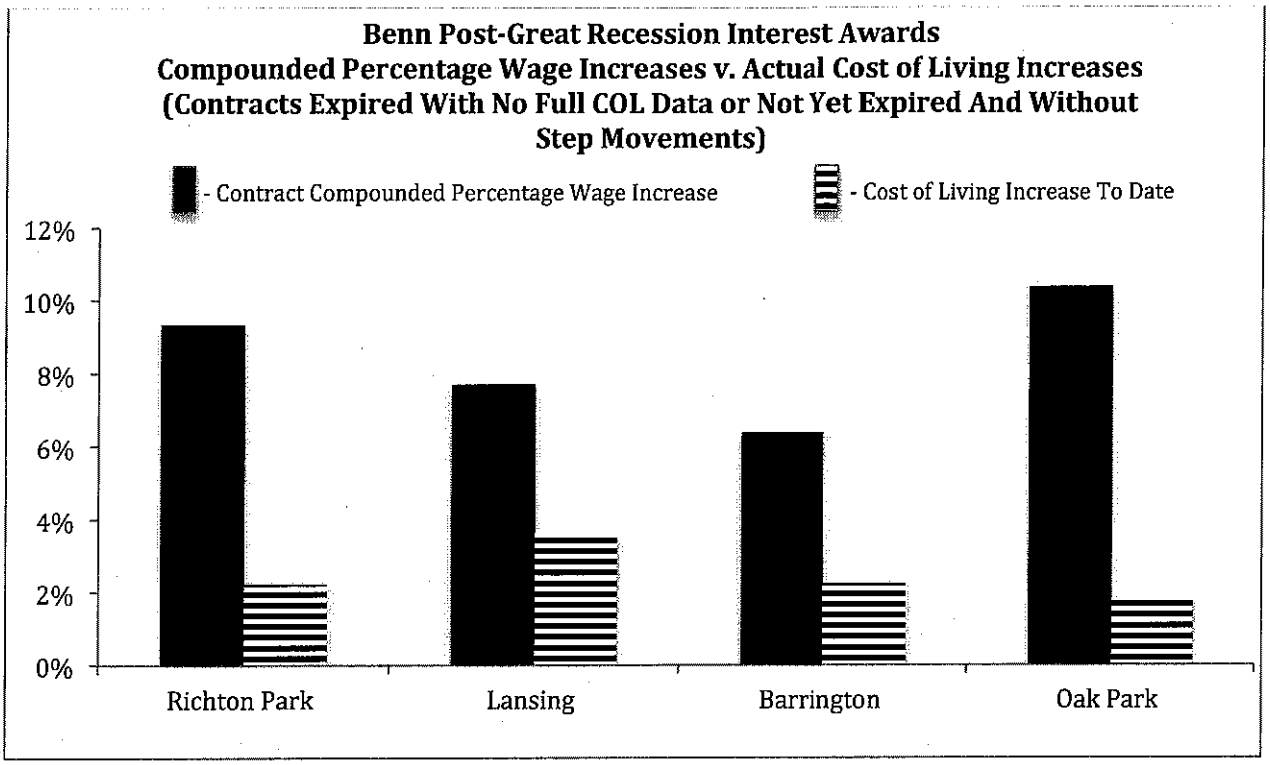
Which, when charted, looks like this:

[60] 238.132 - 232.945 = 5.187. 5.187 / 232.945 = 0.0223 (2.23%).

[61] 238.132 - 229.815 = 8.317. 8.317 / 229.815 = 0.0362. (3.62%).

[62] 238.132 - 232.945 = 5.187. 5.187 / 232.945 = 0.0223 (2.23%).

[63] 238.132 - 233.916 = 4.216. 4.216 / 233.916 = 0.0180 (1.80%).



For these four contracts, the likelihood that the cost of living will increase by 4.15% to 7.11% in April 2016 for the three contracts which expired in April 2016 (Richton Park, Lansing and Barrington) is, to say the lest, impossible – particularly given that the monthly increases thus far in 2016 (January - March) have been at 0.0%, -0.2% and 0.1%.[64] Similarly, given the economic forecasts for 2016 and 2017 discussed *supra* at III(C)(1)(b) showing increases in the cost of living for those years at 1.5% and 2.2%, the likelihood of an increase of 8.58% in the cost of living for the one contract expiring in December 2017 (Oak Park) is equally unlikely.

And the final element for consideration is that for the vast majority of all of these awards/orders – be they fully expired contracts or not yet expired – the wage

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64 http://www.bls.gov/news.release/archives/cpi_04142016.htm

offers set were based on *employer* offers or offers to which the employers did not object.

What this all shows is that by staying away from the wild-card external comparability factor and instead, as I have been doing, focusing on the cost of living, total compensation for wages and internal comparables, for now, employees are by the vast majority staying *well* ahead of inflation. And these are just the base wage increases with no other benefits tied to wages considered and without step movements.

To me, the effect and result of this approach of staying away from external comparables for now is obvious. By staying away from external comparability and focusing upon the cost of living, total compensation for wages and internal comparables, because this is final offer interest arbitration where only one party's offer can be selected, the above results clearly show that:

- Union offers are being driven down to realistically address the economic conditions on the ground;
- Employer offers are being driven up to match changes in the economy but also so as not to diminish employees' wages while also being at a level the employers can afford; and
- The final result is that, as an overwhelming general rule, employees are not losing ground to inflation or just treading water, but instead are making substantial gains.

Using external comparables as the Union urges is a double-edged sword. If, as the Union contends in this case, in spite of the above favorable results of my post-Great Recession awards/orders, I should now go back to using external comparables as in the past, there are no doubt public entities out there who have received greater percentage increases than even those found appropriate in this case which could favor higher union offers. But the other edge of the sword that cuts the Un-

ion's position is that there are public employees who have received far less. For example, Section 10.1 of the 2015-2019 contract for the State Police Master Sergeants with the State of Illinois provides "[e]ffective July 1, 2015, all current rates that are in effect *will be frozen* for the duration of the agreement (including contractual in-hire movements) [emphasis added]."[65]

And finally, with respect to the Union's optimism about the recovering economy which started this whole discussion ("... it is now clear that the economy has recovered and is in a period of consistent moderate expansion"),[66] that optimism is not universally shared. *See The First Quarter 2016 Survey of Professional Forecasters* (February 12, 2016), *supra*:[67]

> **Forecasters Predict Lower Growth over the Next Three Years**
>
> The economy looks weaker now than it did three months ago, according to 40 forecasters surveyed by the Federal Reserve Bank of Philadelphia. ...

We are just not there yet. It is still a roller coaster ride.

In the end, Section 14(h) of the IPLRA says nothing specific; dictates no weight to be given to any one factor over another; and with the language that an interest arbitrator/panel "base its findings, opinions and order upon the following factors, *as applicable*", even does not require that a specific factor be used. That just tells me that, over time, the parties and interest arbitrators have to be flexible in addressing these disputes. Different economic times require different approaches. By moving away from giving determinative weight to external comparability, that is

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65 https://www.illinois.gov/cms/Employees/Personnel/Documents/emp_teamsterck.PDF

66 Union Brief at 18.

67 https://www.philadelphiafed.org/research-and-data/real-time-center/survey-of-professional-forecasters/2016/survq116

what I have done. And hopefully, by consistently approaching these cases in the same manner since the Great Recession and not blindly applying external comparability as in the past, stability comes to this process where *the parties* know the likely result of an interest arbitration before the interest arbitrator does and therefore, on their own – and not by dictate of outside third parties like me – chart their own fates by coming to agreement at the bargaining table.[68]

(6). The Union's Argument Concerning The Process Utilized

At the hearing, the Union took the position that, with respect to wages, the process I have been using for setting wages for the employees under the Agreements (and in other cases) is causing the employees to merely tread water.[69] In its brief, and going back to the Predecessor Agreements, the Union argues that if focus is maintained on the economy through using the cost of living "... use of this factor may create a self-fulfilling prophecy which undermines the value of collective bargaining in the process of maintaining a fair distribution of income and wealth in our society ... [because i]f wages do not increase because inflation is low, the total level

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[68] "Wisdom too often never comes, and so one ought not to reject it merely because it comes late." *Henslee v. Union Planters National Bank & Trust Co.*, 335 U.S. 595, 600 (1949) (Frankfurter, dissenting). *See also, Commonwealth of Massachusetts, et al. v. United States,* 333 U.S. 611, 639-640 (1948) (Jackson, dissenting) ("I see no reason why I should be consciously wrong today because I was unconsciously wrong yesterday."); Justin Driver, *Judicial Inconsistency as Virtue: The Case of Justice Stevens,* 99 Georgetown Law Journal 1263, 1272-1273 (2011) quoting Richard S. Arnold, *Mr. Justice Brennan – An Appreciation,* 26 Harv. C.R.-C.L. L. Rev. 7, 11 (1991) ("Consistency is a virtue, but it is not the only virtue, and people who never change their minds may have simply stopped thinking.").

The advocates and arbitrators simply have take another look at the use of and weight given to external comparability.

[69] October 7, 2015 Tr. at 11 ("And in 2010, it was abundantly clear that the economy was not yet out of the woods in terms of reviving, and throughout, really, a substantial number of decisions, the arbitrator took the position that, really, in such dire economic circumstances, that the best that the Union and its members could hope for in terms of wages was to really tread water."). *See also, id.* at 18 ("... and in 2010 your ruling was, We're all treading water here.").

of consumption in the economy will likely lag" with the result that lagging consumption makes economic growth uneven, which means that current disparities in income and wealth will continue; ultimately resulting in a cycle of low incomes leading to low demands, which perpetuates low incomes.[70] The Union sees that "[c]ollective bargaining is an antidote to this vicious cycle because it tends to ensure that middle income earners will have the resources to maintain their purchasing power and to fuel consumption in the economy ... [and] collective bargaining cannot play this role if wages and incomes are limited solely to changes in the cost of living."[71]

I am not an economist and therefore I am in no place to argue with the Union's overall economic theory – so, I won't. Putting aside that consideration of the cost of living is a statutory factor under Section 14(h) of the IPLRA and that since the Great Recession my focus has *not* been solely on the cost of living, but has included total wage compensation and internal comparables, let's just look at what collective bargaining – more specifically, interest arbitration – has done for the employees involved in this case. I will just look at the numbers – which demonstrate the opposite of what the Union contends is happening.

Wages for two contract cycles have been set in the cases before me for these employees spanning the period December 2008 through November 2017. As of this writing and for the completed contract years, the actual cost of living has increased 12.89% (December 2008 - November 2015).[72] With projections of 1.50% for 2016

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[70] Union Brief at 20-21 [citing Morrisey, "Another Drag on the Post-Recession Economy: Public Sector Wages" (EPI Economic Snapshot, February 5, 2014)].

[71] *Id.*

[72] *See* CPI data:
237.336 (November 2015) - 210.228 (December 2007) = 27.108.

[footnote continued on next page]

and 2.20% in 2017 (*see* discussion *supra* at III(C)(1)(b)), the total cost of living increase for the two contract cycles will be 16.59%.[73]

Let's go back to the Police Sergeants used as the example in the discussion of the Predecessor Agreements (discussed *supra* at III(B) and which will be reflective for all of the Agreements) and see how they will come out over the long term from the Predecessor Agreement through the end of this Agreement (December 2008 through November 2017) – the two contracts I have set for that group of employees covering this nine-year period and taking into account the real money their Agreements will set as a result of step movements.[74]

POLICE SERGEANTS 2008-2017 (With Step Movements)

Step Move-Move-ment(s)	Salary as of 11/30/08	Salary as of 11/30/17	Difference	Actual Percentage Increase
5-8	76,779	103,796	27,017	35.19%
6-8	80,233	103,796	23,563	29.37%
7-8	83,884	103,796	19,912	23.74%
7-9	83,884	106,131	22,247	26.52%
8-9	85,770	106,131	20,361	23.74%
8-10	85,770	113,451	27,681	32.27%
9-10	87,701	113,451	25,750	29.36%
9-11	87,701	118,672	30,971	35.31%
10-11	93,751	118,672	24,921	26.58%
11-11	98,063	118,672	20,609	21.02%

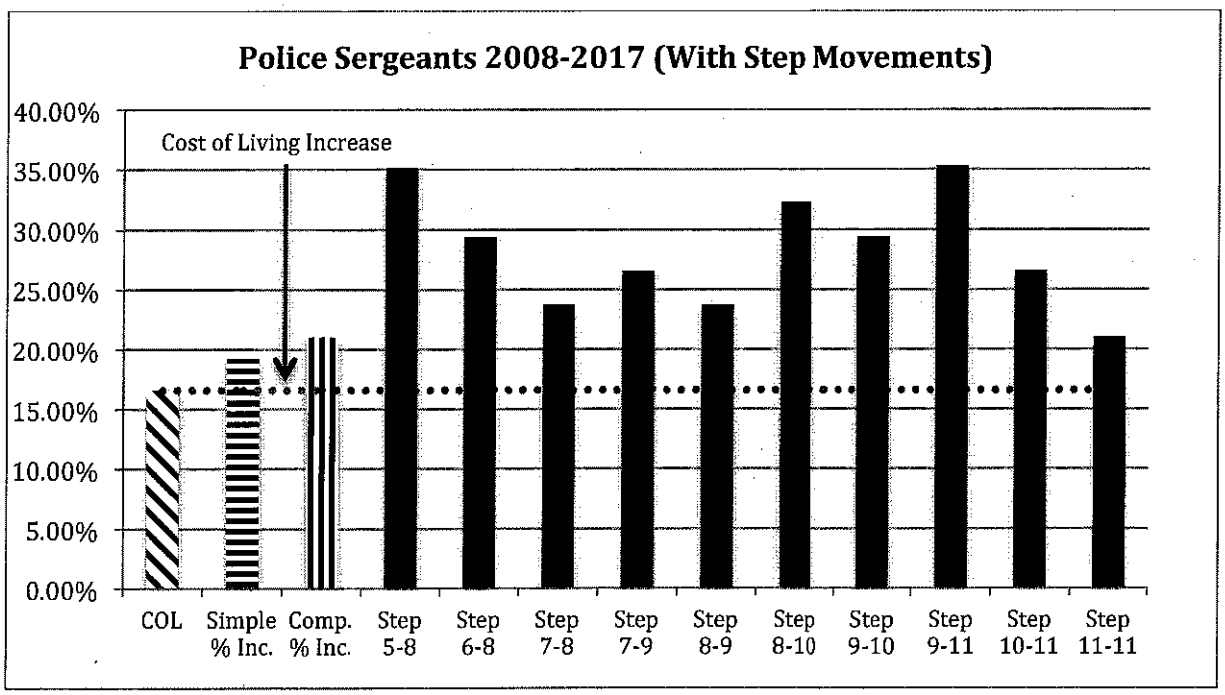
27.108 / 210.228 = 0.1289 (12.89%).

[73] 12.89% + 1.50% + 2.20% = 16.59%.

[74] So as to not unduly skew the numbers, I will start the analysis with a Police Sergeant at step 5. *See* Joint Employers Exhibits Binder 1 at Tab 12.

During the period December 2008 through November 2017, the simple percentage increases over those two contract periods is 19.25%.[75] That compounds to 21.02%.[76]

Putting this all together yields the following (as before, the dotted line and the first column reflect the actual and projected cost of living increase over the life of the Predecessor Agreement and the 2012-2017 Agreement):



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[75] The 2008-2012 Agreements provided for an 8.50% increase and these Agreements provide for a 10.75% increase. 8.50% + 10.75% = 19.25%.

[76] As shown by the table, the topped-out Police Sergeants at step 11 earned an actual 21.02% increase over this period. Because they made no step movements but had the simple 19.25% wage increases applied, the compounded actual wage increase becomes 21.02%.

118,672 - 98,063 = 20,609. 20,609 / 98,063 = 0.21016 (21.02%).

The conclusion from this analysis of the wages for the two contracts I have set (Union's offer for Predecessor Agreement and Joint Employers' offer for this Agreement) for this group of employees is the following:

- The simple percentage increase (19.25%) exceeds the cost of living increase (16.59%) by 2.66%.
- The compounded overall wage increase (21.02%) representing the real percentage wage increase exceeds the cost of living increase (16.59%) by 4.43%;
- The vast majority of employees will be receiving multiple step movements; and
- Because of the compounding wage increases and step movements made by employees, the vast majority of employees will see wage increases ranging from 21.02% to 35.31% when the cost of living will only increase by 16.59%.

And if the purchasing power of these employees is examined, the result to from 2008 to date based on the BLS CPI Inflation Calculator (discussed *supra* at III(C)(1)(b)) is the following:

BLS CPI INFLATION CALCULATOR (Police Sergeants 2008 - Present)

	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
Wage as of 11/30/08	76,779	80,233	83,884	85,770	87,701	93,751	98,063
Inflation Calculator As Of Today	84,920	88,740	92,778	94,864	97,000	103,692	108,461
Wages As of Today (12/1/15 Contract Rate)	89,088	93,095	97,332	99,521	101,760	108,779	113,784
Difference	4,168	4,355	4,554	4,657	4,760	5,087	5,323

To date, the purchasing power attached to the wages earned in steps 5-11 for Police Sergeants shows wage allocations to those steps ranging from $4,168 to $5,323 *higher* than inflation. And with the exception of those few employees who have been topped out at step 11 before November 30, 2008, the vast majority of the

employees are making one or more step movements just sending their purchasing power higher still. And for those employees who have been completely topped out over two contract periods (which are relatively few), they are the highest earners – and still well ahead of the cost of living increases for that period.

And that result is further underscored by the discussion *supra* in this section concerning my other post-Great Recession decisions which only consider wage increases compared to the cost of living and without factoring in step movements, which, if considered, will drive the employees' income even higher.

So as demonstrated, the process I have been using since the Great Recession – although conservative in theory and subject to criticism from the Union's view – has not caused these employees (or the employees in the other cases) to "tread water" or have an effect that defeats the ability of "... middle income earners ... [to] have the resources to maintain their purchasing power and to fuel consumption in the economy."[77] The *actual* (rather than theoretical) experience for the employees demonstrates the contrary.

Again, the real impact of the method I have been using since the Great Recession crushed the economy which has struggled to recover has been that the parties have gotten realistic in their proposals. Union wage offers have been realistically driven down to match an economy that is not experiencing any real inflation; employer wage offers have been realistically driven up to levels they can still afford to pay and yet not diminish employee wages; the focus has been on the public employer in dispute and not driven by the results of contract negotiations or interest arbitrations where the parties in the case had no input into those outcomes (*i.e.*, no

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[77] October 7, 2015 Tr. at 11, 18; Union Brief at 20-21.

external comparables); and the employees, on the whole, have done quite well as a result and have not been just treading water.

For now, this process – whether directly or indirectly – appears to be working well for *all* concerned. Obviously, experience teaches that approaches may have to change as required by conditions on the ground. However, in this case, now is not the time.

2. Changes To The Pay Plans

The Union seeks changes to the to the Pay Plans.[78]

The Joint Employers seek the *status quo* with no changes to the structure of the Pay Plans.[79]

For Police Officers, the Union seeks the following changes in the Pay Plan:[80]

1. Effective 12/1/12 each step shall be increased 1.67%.
2. Effective the date of the general wage increases in the contract, the last two (2) steps shall be increased by 1/2%.
3. Police Officers Pay Plan Compression: Effective 11/30/17, Step 11 (the 29th year step) shall be removed from the Sheriff Police Officers Pay Plan. Police Officers who are on or above Step 10 shall continue at their then existing rate of pay. Effective 11/30/17 the difference between the 29th year step shall be incorporated into the 25th year step, all police officers in their 25th, 26th, 27th, 28th year shall have their base salary adjusted by the difference between the 29th and 25th year.

For Police Sergeants, the Union seeks the following changes in the Pay Plan:[81]

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[78] Union Final Offer at 2-3.

[79] Joint Employers Final Offer at 2.

[80] Union Final Offer at 2.

[81] Union Final Offer at 2-3.

1. Effective the date of the general wage increases in the contract, the last two (2) steps shall be increased by 1/2%.
2. Police Sergeants Pay Plan Compression:
   a) Eliminate Step 1 and Step 11 (29th year) of the Sheriff Police Sergeants Pay Plan on date of arbitrators ruling;
   b) All incumbents on Step 11 (29th year step) receive a 4% wage increase;
   c) All other incumbents move to the next step on step in the pay plan without the time accrued in their last step;
   d) Police Sergeants receive no retroactive cash from general wage increases prior to the date of the award. This provision, 2d, is contingent upon and in exchange for an award/ implementation of 2a, b and c.

For Correctional Sergeants, the Union seeks the following changes in the Pay Plan:[82]

> Effective the date of the general wage increases in the contract, step 6 (8 years) and step 9 (18 years) of the Correctional Sergeants Pay Plan shall be increased by 1/2%.

For Correctional Lieutenants, the Union seeks the following changes in the Pay Plan:[83]

1. Effective the date of the general wage increases in the contract, the last two (2) steps shall be increased by 1/2%.
2. Effective the date of the general wage increases in the contract, each step of the Correctional Lieutenants Pay Plan shall be increased by 3%.

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[82] Union Final Offer at 3.

[83] *Id.*

The Union's rationale for the changes to the pay plan is, in part, "... to remedy inequities that have arisen for various reasons over the past decade."[84]

For Correctional Sergeants, the Union argues that its "... proposal is identical to what other AFSCME units achieved through the collective bargaining process in return for their agreement to the Employers' health insurance proposal" which constitutes an "internal comparable".[85]

For Correctional Lieutenants, the Union asserts that the current rank differential between Correctional Lieutenants and Correctional Sergeants is 8.3% which is less than the rank differential between Correctional Sergeants and Correctional Officers and also the Correctional Lieutenants regularly perform the duties of Commanders, which justifies an increase in pay.[86]

For the Sheriff's Police and Sergeants, the Union argues for a step compression pointing out that "[t]he only employees subject to the Sheriff who need 29 years to get to the top of the pay scale are the Sheriff's Police and Sergeants."[87] Further addressing the Sheriff's Police, the Union asserts that in a prior arbitration in 2007 before another arbitrator, the Union was not successful in curing a rank differential between Police Officers and Sergeants that was "... outside normal bounds ..." which ended up becoming exacerbated because the Police received a 1% award but the Police Sergeants settled prior to arbitration receiving a 2.7% increase.[88] The Union further argues that this issue was presented to me in the *2010 Interest*

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[84] Union Brief at 1.

[85] *Id.* at 1-2.

[86] *Id.* at 11-15.

[87] *Id.* at 16.

[88] *Id.* at 17.

Award, which I declined to change because of the nation was just coming out of the Great Recession.[89]

The Union notes that by adopting the Union's wage offer in the *2010 Interest Award,* I "... essentially sought to prevent a decline in real wages of the employees of these units as a result of the Recession."[90] Isn't that *precisely* what this award has already accomplished – even more so than the *2010 Interest Award*?

This wage offer made by the Joint Employers which I have adopted (*see* discussion *supra* at III(C)(1)), is a 10.75% wage increase which no one gets because it compounds to 11.24%; as a result of step movements – of which the vast majority of employees in the bargaining units will receive at lease one – transforms that minimum 11.24% increase into percentage increases ranging in the mid-to high teens and even into percentages in the 20's; and when compared to a cost of living increase over the life of the Agreements which is targeting at 7 percent, makes the actual impact of the wage increases not only one which has the result to "prevent a decline in real wages of the employees", but has the result of substantial gains for the employees. I have made tables and charts to graphically get that point across. And using the Inflation Calculator (*see* discussion *supra* at III(C)(1)(b), the employees can see *precisely* where they are today compared to where they were in 2012 when the Predecessor Agreements expired. All the employees have to do is plug in their salaries as of November 2012, see what their 2012 salaries earn in today's money; and compare that result to what they will actually be earning today under

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89 *Id.*

90 *Id.*

the wage offer adopted as reflected by the salary schedules in the appendices corresponding to the Joint Employers' wage offer.

Given the very positive results to the employees coming from the wage offer adopted, the question to be asked from the Union's request for changes to the Pay Plan resulting in further increases in wages is a simple one. In light of those very positive results for the employees coming from the wage offer adopted, how do I justify *further* increasing the employees' wages? And the answer to that question is also simple – I really have no rational basis to do that. From the employees' perspective, the wage offer adopted is solid and doesn't just "prevent a decline in real wages of the employees" as was the goal in the *2010 Interest Award,* but moves the employees ahead – in many cases, substantially so. At this time, I have no rational basis to further increase the employees' wages beyond the substantial amounts already received.

The Joint Employers' position of *status quo* is adopted.

3. Uniform Allowance

The uniform allowance in the Predecessor Agreements was $650 per fiscal year.[91]

The Union seeks to increase the uniform allowance to $750 per year effective December 1, 2012.[92]

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[91] Police Sergeants Predecessor Agreement at Section 15.14; Police Officers Predecessor Agreement at Section 9.3; Correctional Sergeants Predecessor Agreement at Section 16.21; Correctional Lieutenants Predecessor Agreement at Section 16.20.

[92] Union Final Offer at 1.

The Joint Employers agree there should be an increase to $750 per year, but offer that increase to begin for Fiscal Year 2015.[93]

The analysis on this issue first returns to how well the employees did on the wage issue. *See* discussion *supra* at III(C)(1)-(2). That result favors the Joint Employers' offer to begin the $100 per year uniform increase in FY 2015 rather than in 2012.

Further, the overall benefit of the uniform allowance must be considered. The Joint Employers' offer is to maintain the $650 per year uniform allowance until FY 2015 and then to increase that allowance to $750 per year for the remainder of the Agreement amounts to a total benefit of $3,550 per employee under the Agreements.[94] The Union's offer increases that amount by $200.

Although the difference may seem minor over the duration of the term of the Agreements for these employees, because I can only select one of the offers made, there still needs to be a justification for the increased amount sought by the Union. Given the substantial increases in wages received as a result of the selected wage offer and the total amount of the benefit ($3,550 per employee), there is no justification for the earlier increase sought by the Union.

The next relevant factor is internal comparability. According to the Joint Employers (and not disputed), the Correctional Officers and the Deputy Sheriffs have the Joint Employers' proposal in their contracts.[95] There was also a stipula-

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[93] Joint Employers Final Offer at 2.

[94] *See* November 17, 2015 Tr. at 63.

[95] *See* November 17, 2015 Tr. at 62-63; Joint Employers Exhibits Binder 1 at Tab 2, Section 13.12 (Correctional Officers); Joint Employers Brief at 79. *See also*, October 7, 2015 Tr. at 16 (where the Union acknowledges that its "... position will entail on uniform allowance that is greater than what was agreed to by the Local 700 of the Teamsters in their agreement of April of 2015.").

tion at the hearing that "... the uniform allowance provided for in the Collective Bargaining Agreement for sworn units has historically been uniform."[96] Internal comparability favors the Joint Employers' offer.

Based on the above, the Joint Employers' offer is selected.

4. Acting Up Pay For Correctional Sergeants As Shift Commanders

The Union proposes:[97]

> Effective the date of the Arbitrators award, Correctional Sergeants who are assigned as Shift Commanders in non-housing units shall receive either an extra hours pay for their shift or an extra hour of compensatory time, at the discretion of the Sergeant.

The Joint Employers propose the *status quo.*[98]

The Union argues:[99]

> ... The evidence established that Correctional Sergeant regularly serve as shift commanders in several non-housing units and that occasionally they serve [as] shift commanders in housing units. As set forth above, serving as a shift commander is more highly rated and compensated work because the official responsibility that goes with such an assignment. Commanders make far more than Sergeants for performing such duties and there is no evidence which justifies such a disparity.
>
> The responsibility for an entire shift for thousands of dangerous inmates in a housing unit should not be imposed ... [on] employees who do not want such responsibility and who are not being compensated for it. The testimony revealed that serious emergencies frequently occur in the housing units. Accordingly, the Employers should not be able to assign Sergeants to shift commander positions in these units. And, Sergeants in non-housing

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96 November 17, 2015 Tr. at 134-135.

97 Union Final Offer at 3.

98 Joint Employers Final Offer at 2.

99 Union Brief at 14-15.

> units should receive some extra compensation when they have to act up two levels of authority and responsibility. The extra hour of pay per shift is a very modest sum indeed.
>
> The arbitrator should reject any argument that the evidence does not prove the system is "broken." What would it take to do so? The testimony revealed that the Sergeants are dedicated public servants and that they perform the duties they are ordered to do. They do not feel as if they have the liberty to refuse such orders. Indeed, such refusal would cause disarray at the Jail. Foys, Tr. 109. The seniority possessed by employees once they achieve the rank of Sergeant would weigh heavily against leaving the Sheriff, even in the face of such a manifest inequity. Job actions are likely forbidden by statute and are risky in many ways. The Employers make no offer to correct the disparity, which indicates that they are not ready to collectively bargain to remedy it.
>
> The system is broken because lower paid employees are performing the work of a more highly paid job and because the Employers refuse to acknowledge that there is any inequity worth fixing. Thus, the arbitrator has authority to adopt the modest proposals on this issue that have been advanced by the Union.

As the Union recognizes, the analysis to be used is the breakthrough analysis – *i.e.*, that the Union has the burden to show the existing condition is "broken". The Union argues, "[t]he system is broken because lower paid employees are performing the work of a more highly paid job and because the Employers refuse to acknowledge that there is any inequity worth fixing." That is the standard used in the *2010 Interest Award* where the Lieutenants sought acting up pay for working as unit commanders, which were positions normally assigned to then-Captains:[100]

> This is a break-through item sought by the Union. No language exists in the Agreement that provides for Correctional Lieutenants to receive any form of acting up pay. As has been explained throughout this process, while perhaps the proposal is a good idea from the Union's standpoint, it is not the function of an interest arbitrator to impose provisions unless an existing condition is broken. This proposal falls squarely into that concept. The Union's proposal is therefore rejected.

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[100] *Id.* at 63.

After the *2010 Interest Award*, the Union pressed the acting up dispute for Sergeants to arbitration before Arbitrator Martin Malin. *Cook County and Sheriff of Cook County and AFSCME Local 3692, Council 31*, No. 2011-05-37270 (Malin, 2012) ("*Malin Award*"). Arbitrator Malin denied the grievance in part, because:[101]

> ... I find that performing shift commander responsibilities in the absence of a lieutenant or captain is related to assisting the shift commander in supervising subordinate officers when a lieutenant or captain is present.

The *Malin Award* thus constitutes the *status quo* on this issue. So the question is has the Union shown that *status quo* is now "broken"?

As the Joint Employers argue "... nothing in the record shows that Sergeants, when they act up, have an unreasonable workload, are responsible for assignments for which they are not qualified, or are subject to workplace stresses that are not an inherent part of life in a paramilitary, law enforcement environment."[102] From the employees' perspective – and as the Union argues – it may be that "[t]he responsibility for an entire shift for thousands of dangerous inmates in a housing unit should not be imposed ... [on] employees who do not want such responsibility and who are not being compensated for it."[103] But the Sergeants' not *wanting* nor being *compensated* for the responsibility as the Union desires is not the same as the Sergeants not being *qualified* to perform functions assigned to them that fall under the responsibilities of their duties or being put into situations amounting to unreasonably added potential harmful situations that are different from the kinds of duties they perform as Sergeants on a daily basis. At best, from the Sergeants' perspec-

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[101] *Malin Award* at 7.

[102] Joint Employers Brief at 86.

[103] Union Brief at 15.

tive, performing these duties without corresponding compensation is "unfair" and not working to their liking. But as described by Arbitrator Malin, those assigned duties are merely "... performing shift commander responsibilities in the absence of a lieutenant ... [which] is related to assisting the shift commander in supervising subordinate officers when a lieutenant ... is present."[104] As its burden requires, the Union has not described a working condition that is "broken" and in need of a change through this conservative process. The Union has only described a working condition not to its liking. That is not enough to meet its burden in this case.

The Joint Employers' proposal to maintain the *status quo* is therefore adopted.

5. Body Armor For Police Officers And Police Sergeants

The Union proposes that "[f]or the term of this Agreement, the Police Department will abide by Policy 1014.3 and State law regarding the replacement of body armor.[105]

The Joint Employers propose the *status quo*.[106]

The Union argues:[107]

> It is essential that the arbitrator adopt the Union's proposal on body armor. Body armor is personal protective equipment required by the Employers. But, it wears out, both with use in harsh conditions and because the fit changes over time. Replacement of body armor that is no longer suitable for use is theoretically required by State law. See Public Act 98-0743. But, funding is uncertain, to say the least. Thus, the additional protection of contract language is needed to make sure

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[104] *Malin Award* at 7.

[105] Union Final Offer at 3.

[106] Joint Employers Final Offer at 2.

[107] Union Brief at 23-24.

> that worn out vests are promptly replaced. The risk that an officer strapped for cash might delay replacing a worn out vest is unacceptable. The Employers have now stated in writing that body armor will be replaced when needed. That statement should be in the contract between the parties. Individual disputes could be handled through the grievance and arbitration process and this issue would never be the subject of further interest arbitration.

Public Act 98-043, 50 ILCS 712/1 *et seq.* ("The Law Enforcement Officer Bulletproof Vest Act") provides, in pertinent part:

> **Sec. 10. Law enforcement agencies to provide bulletproof vests for officers.**
>
> (a) Each law enforcement agency within this State shall provide a bulletproof vest for every law enforcement officer of that agency who is employed as a new recruit by that agency on or after the effective date of this Act as part of the officer's initial equipment issue.
>
> (b) All officer bulletproof vests shall be replaced before or at the expiration of the warranty period of the vest at the expense of the law enforcement agency.
>
> (c) The State or unit of local government which has jurisdiction over the law enforcement agency shall apply to the United States Department of Justice under the Bulletproof Vest Partnership Grant Act of 1998 or a successor Act for matching grants of the purchase price of the bulletproof vests for the officers of the law enforcement agency.
>
> (d) If the law enforcement agency is a local law enforcement agency and not a State agency, the costs of purchasing the bulletproof vests shall be from State funds and from the funds of the unit of local government, including the matching grants received from the United States Department of Justice.
>
> **Sec. 15. Applicability.**
>
> If substantial funding for the purchase of bulletproof vests is provided to law enforcement agencies by the federal government and State government, the law enforcement agency shall comply with the provisions of this Act. This Act does not apply to a law enforcement agency if any one of the following is applicable:
>
> (1) substantial funding, as determined by the Illinois Law Enforcement Training Standards Board, is not provided to that agency by the federal and State government;

> (2) the law enforcement agency collectively bargains with its officers or exclusive representative of the officers for uniform allowances, and bulletproof vests are considered to be a part of the uniform for which the allowance is given; or
>
> (3) the law enforcement agency collectively bargains with its officers or exclusive representative of the officers for the provision of bulletproof vests.

With respect to the Law Enforcement Officer Bulletproof Vest Act, there is no evidence that the Joint Employers do not "... provide a bulletproof vest for every law enforcement officer of that agency who is employed as a new recruit ...." as provided in Section 10(a). The Joint Employers assert that they "... already do this ...."[108] There is no evidence to dispute that assertion.

The strength of the Union's argument comes from Section 10(b) of that statute which contains an obligation that "[a]ll officer bulletproof vests shall be replaced before or at the expiration of the warranty period of the vest at the expense of the law enforcement agency." The problem with the Union's argument is in Section 15, which provides "[t]his Act does not apply to a law enforcement agency if any one of the following is applicable: ... (2) the law enforcement agency collectively bargains with its officers or exclusive representative of the officers for uniform allowances, and bulletproof vests are considered to be a part of the uniform for which the allowance is given; or (3) the law enforcement agency collectively bargains with its officers or exclusive representative of the officers for the provision of bulletproof vests." So if read literally, because the parties bargain about bulletproof vests, the statutory provisions may not even apply. Therefore, if read literally, my requiring the Joint Employers to comply – as a matter of contract – with the provisions in the

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[108] Joint Employers Brief at 90.

Law Enforcement Officer Bulletproof Vest Act may well result mandated compliance with a law that just excludes the Joint Employers from coverage.

However, it is not my function to interpret statutes – specifically the Law Enforcement Officer Bulletproof Vest Act.[109] My function is to set the terms of the Agreements utilizing the "applicable" factors in Section 14(h) of the IPLRA. At best, the Union advances a "good idea" that the Joint Employers should provide bulletproof vests immediately when warranties on the vests expire or when the vests are compromised due to working conditions. Indeed, no one can argue that making certain that employees who need bulletproof vests have vests that perform as required. The lives of the employees can depend on those vests doing what they are required to do. However, "good ideas" are not enough to meet the Union's burden in this conservative process.[110] There is insufficient evidence for me to conclude that the Joint Employers are not meeting their minimum obligations – either through failing to provide vests to new hires or providing uniform allowances that can be used to cover vests or accessories after first issuance.[111]

The same result comes from any contentions made by the Union that Policy 1014.3 be codified and locked in as a contract term.

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[109] *See Alexander v. Gardner-Denver, Co.*, 415 U.S. 36, 53, 57 (1974) [quoting *United Steelworkers of America v. Enterprise Wheel & Car Corp.*, 363 U.S. 593, 597 (1960), emphasis added]:

> [A]n arbitrator is *confined* to interpretation and application *of the collective bargaining agreement* ...
>
> * * *
>
> ... [T]he specialized competence of arbitrators pertains primarily to the law of the shop, *not* the law of the land .... [T]he resolution of statutory or constitutional issues is a primary responsibility of courts ....

[110] *Barrington, supra* at 5 and awards cited therein as quoted *supra* at III(A).

[111] If the employees believe that the Law Enforcement Officer Bulletproof Vest Act is being violated, absent a provision in a collective bargaining agreement incorporating that statute, the proper forum for that statutory claim is in the courts and not before an arbitrator. *Alexander v. Gardner Denver, supra.*

Sheriff's Policy 1014.3 provides, in pertinent part:[112]

BODY ARMOR

* * *

1014.3 ISSUANCE OF BODY ARMOR

The Management Services Unit shall ensure that body armor is issued to every officer when the officer begins CCSPD field service, and that when issued, the body armor meets or exceeds the standards of the National Institute of Justice (NIJ).

The Management Services Unit shall establish a body armor replacement schedule and ensure that replacement body armor is issued pursuant to that schedule, or whenever the body armor becomes worn or damaged to the point that its effectiveness or functionality has been compromised.

* * *

1014.3.3 CARE AND MAINTENANCE OF SOFT BODY ARMOR

* * *

Soft body armor should be replaced in accordance with the manufacturer's recommended replacement schedule.

* * *

The Joint Employers argue they have complied with the Policy through issuance of body armor to newly hired police – which is not disputed.[113] A bulletproof vest "... can last four or five years or go out even sooner if it gets completely submerged."[114] And the testimony shows that employees have had to purchase replacement bulletproof vests, but with the last round of bulletproof vests "... the County paid for the vest ...", but not the carrier.[115] The evidence further shows that

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[112] Joint Employers Exhibits Binder 1 at Tab 14.

[113] Joint Employers Brief at 88-89.

[114] October 7, 2015 Tr. at 149.

[115] *Id.* at 147-148.

"... approximately [a] year and a half to two years [ago] ... they [the Joint Employers] provided everybody with the vest."[116]

The evidence shows that Policy 1014 provides for issuance of body armor and a provision for replacement in accordance with manufacturer's recommended replacement schedule; body armor is provided to new hires; depending on the duties performed, body armor can wear out before warranties expire; and the Joint Employers have not always paid for replacements, but have done so in the past. Again, the lives of the employees can depend on body armor doing what it is required to do. And it is certainly a good idea that those employees who need it have body armor that protects them to the best extent possible. But balanced against the need for maximum-functioning body armor is the fact that although not consistent, employees have had body armor replaced by the Joint Employers and they are getting an increase in the uniform allowance. And the substantial increase in real money wages shown in this award lessens the blow for those who have to replace body armor at their own expense. I agree that employees should be provided the maximum protective equipment allowable. The problem is that through this process, there is insufficient reason for me *to require* what the Union is really seeking – a mandatory obligation on the Joint Employers to replace body armor. It really makes sense – and it is a *very* good idea – for the Joint Employers to do so either through expenditure of County funds or through seeking grant money. However, given the facts in this case and considering what the employees have received in terms of economic increases and then returning to the conservative nature of the process which points the parties back to the bargaining table to implement good ideas rather than have

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[116] *Id.* at 149.

interest arbitrators impose them only when a condition is broken, I cannot require the Joint Employers to do what the Union seeks. I therefore cannot conclude that the Joint Employers' current practices concerning providing body armor are "broken".

As much as I would like to do so on this issue, there are insufficient reasons to change the *status quo* in the new Agreements. The Joint Employers' offer is therefore adopted.

6. Assignment Of Correctional Sergeants

The Union proposes:[117]

> Correctional Sergeants shall not be assigned as Shift Commanders in Housing Units.

Putting aside objections raised by the Joint Employers concerning the propriety of consideration of this proposal, the Joint Employers seek to maintain *the status quo*.[118]

This is really the same dispute resolved in the *Malin Award* discussed *supra* at III(C)(4) concerning the assignment of Sergeants as shift commanders. For the same reasons discussed in that section, the Union has not met its burden to demonstrate a broken system in need of repair through this process.

The Joint Employers' position to maintain the *status quo* is therefore adopted.

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[117] Union Final Offer at 4.

[118] Joint Employers Brief at 99-101.

7. Firearms Qualifications For Correctional Sergeants And Lieutenants

The Union proposes:[119]

> Correctional Sergeants and Lieutenants with more than 25 years seniority shall not have to purchase a firearm to avoid de-deputization. For individuals in this category, the Sheriff shall retain its prior practice of allowing Sergeants and Lieutenants to use Employer weapons to obtain weapons qualification.

The Joint Employers object to the propriety of this issue being considered but seek to maintain *the status quo.*[120]

The Union asserts that "[t]he purpose of this proposal is to spare some long-time employees of the Department of Corrections the substantial expense of having to purchase a weapon to avoid de-deputization."[121] Specifically, according to the Union, the Department of Corrections is implementing a policy which requires all Department members to qualify for firearms in order to maintain their deputy status, which is needed to occupy many Department assignments outside of normal assignments on the cell blocks.[122] The Union asserts that "[i]n the future, the Department will require members to qualify with their own weapons" and there are a number of very senior employees who have always qualified using weapons owned by the Department.[123] Thus, according to the Union, because of the expense involved in obtaining the equipment in order to qualify at a time coming near the end of their careers, these senior employees will have to purchase a weapon, ammuni-

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[119] Union Final Offer at 4.

[120] Joint Employers Brief at 101-103.

[121] Union Brief at 24.

[122] *Id.*

[123] *Id.*

tion, a storage box, a holster and cleaning materials in order to qualify under the new requirements.[124]

While tangentially discussed at the hearing (really in the context of uniform allowances), this issue was really not thoroughly flushed out.[125] I cannot find that sufficient evidence exists to show that the requirements alluded to by the Union constitute a "broken" condition in need of change through this process. But this dispute is really something that should be addressed more fully through discussions between the parties or, in the absence of that, through the grievance process as an allegation by the Union that any such requirement constitutes an arbitrary exercise of the Joint Employers' managerial prerogatives.

For those reasons and without prejudice to the Union from raising this issue in future negotiations, interest arbitrations or grievances, for this contract period, the *status quo* shall remain unchanged. The Joint Employers' position is therefore adopted.

8. Return To Work From Duty Injuries for Correctional Sergeants and Correctional Lieutenants

The Union proposes:[126]

> Officers who return from a duty injury shall be assigned to a shift and a detail that they would have been awarded during a previous bid and shall be allowed to choose their division or unit if there is a vacancy.

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[124] *Id.* at 24-25.

[125] October 7, 2015 Tr. at 136, 142-143, 154; November 17, 2015 Tr. at 90.

[126] Union Final Offer at 4.

The Joint Employers object to the propriety of this issue being considered but propose the *status quo*.[127]

The Union argues:[128]

> The purpose of this proposal is to ensure that employees who suffer a duty injury do not lose their assignment if they are out of work due that injury during a compound bid. The union that represents the Correctional Officers and the Sheriff have agreed to this proposal. JX-6, Letter of Agreement on Duty Injury and Disability Spots dated August 7, 2013. Thus, there is a good internal comparable to justify this proposal.
>
> This proposal is well justified. Employees should not be worse off because they were injured at work and were not able to participate in the compound bid. There is no reason to distinguish between the rights of Correctional Officers and the rights of Correctional Sergeants and Lieutenants on this point.
>
> The proposal does not cost the Employers anything. It merely allows for an employee to assert his or her seniority while off on a duty injury. ...

This is a breakthrough and there is no evidence to show that aside from being a good idea from a returning employee's perspective, the current practice is broken and in need of repair through this process. Indeed, the result of the Union's proposal could have the consequence of allowing a returning employee to bump a less senior employee from a shift and detail the junior employee bid into during the last bid period when the returning employee was still off work.[129] What happens to the bumped employee (and those down the line if further bumping occurs)? And would the bumped employee(s) have bid on the position from which bumped had he or she known the injured employee was in a position of returning?

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[127] Joint Employers Brief at 25-26, 103-104.

[128] Union Brief at 25.

[129] Joint Employers Brief at 104, footnote 113.

This is something the parties should more fully address in negotiations. As before, without prejudice to the Union from raising this issue in future negotiations or interest arbitrations, for this contract period, the *status quo* shall remain unchanged. The Joint Employers' position is therefore adopted.

9. Absenteeism Incentives

The Union proposes:[130]

> Effective upon the execution of the collective bargaining agreement by the Cook County Board of Commissioners, members of the bargaining unit shall accrue eight (8) hours of compensatory time for each of the following calendar periods where there are no unscheduled absences. Unscheduled absences include but are not limited to sick days, vacation days, personal days or any other accrued time that was not approved in advance. Any unpaid absences will also be counted as unscheduled absences. The calendar periods are as follows: June 1 though September 39th; October 1 through January 31; and February 1 through May 31.

The Joint Employers object to the propriety of this issue being considered but propose the *status quo*.[131]

The Union argues that this benefit exists in the Correctional Officers contract; serves the interests of both parties; and will reduce absenteeism, thereby benefiting the Joint Employers.[132]

This is also a breakthrough item – a good idea perhaps, but nevertheless, a breakthrough item. There is no evidence sufficient to show why this kind of breakthrough benefit should be imposed. The Joint Employers' position is therefore adopted.

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[130] Union Final Offer at 4-5.

[131] Joint Employers Brief at 23.

[132] Union Brief at 26.

10. Payments To Correctional Sergeants and Correctional Lieutenants Who Suffer Duty Injuries

The Union proposes:[133]

> Employees incurring an injury on duty will be covered by the Illinois Workers Compensation Act. Members who notify their supervisor in writing on forms specified by Cook County Risk Management of any on-duty injuries within forty-eight hours, or as soon as possible if medically unable to do so, of the occurrence of the injury shall be paid their regular wages for up to thirty (30) days pending determination of eligibility for workers compensation. Members are required to cooperate and provide prompt information as requested during the determination of claim eligibility process and throughout the duration of their workers compensation claim. Members whose injuries are deemed not to be duty related will reimburse the County for wages paid in the interim by substituting sick days, vacation days or other accumulated time due, or reimbursing the County for such wages if the member has no available accrued time. However, such reimbursement shall be held in abeyance pending any claim filed before the Illinois Workers Compensation Commission.
>
> In the event the bargaining unit members injury is deemed an injury on duty by the County and the bargaining unit member does not file a claim within the statutory time frame before the Illinois Workers Compensation Commission or the bargaining unit member receives a denial from the Illinois Workers Compensation Commission, solely for the purpose of determining whether the bargaining unit members must reimburse the County for any paid days up to the 30 specifically provided for in this Section, the bargaining unit member may file a grievance for a hearing before a neutral arbitrator pursuant to the collective bargaining agreement. The County unqualifiedly waives any estoppel or res judicata arguments as to the Illinois Workers Compensation Commission determination for the purposes of the grievance hearing regarding reimbursement for any paid days up to 30 provided for in this Section. In no event shall the bargaining unit member be required to reimburse the County for any paid days up to the 30 specifically provided for in this Section until an arbitration award decision and/or award is issued, unless the bargaining unit member fails to grieve the denial by the County or decision from the Illinois Workers Compensation Commission within fourteen days of either: the statute tolling for purposes of filing a claim before the Illinois Work-

[133] Union Final Offer at 5-6.

> ers Compensation Commission or the decision is received by the bargaining unit member from the Illinois Workers Compensation Commission.

The Joint Employers object to the propriety of this issue being considered but propose the *status quo*.[134]

The Union argues that this benefit also exists in the Correctional Officers contract; employees of the Sheriff are not covered by the Public Employee Disability Act, 5 ILCS 345/1; other groups of state and local employees have the benefit; workplace injuries are frequent; and the cost to the Joint Employers is "very little."[135]

This is another breakthrough item – again, a good idea perhaps, but nevertheless, a breakthrough item. There is no evidence sufficient to show why this kind of breakthrough benefit should be imposed. The Joint Employers' position is therefore adopted.

11. Most Favored Nations Provision

The Union proposes:[136]

> For the period from the date of the execution of this contract through November 30, 2017 only, if Cook County enters into an agreement with any other union for a non-interest eligible bargaining unit that contains across the board wage increases greater than those set forth in the Parties' agreement regarding general wage increases or agrees to a lower rate of employee contribution to health insurance (either in employee contribution to premium or through plan design changes that are more favorable to employees) for a non-interest arbitration eligible bargaining unit, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of this bargaining unit. For the Cook County Sheriff's Office all benefits negotiated by any other union, including an interest arbitration award, representing sworn officers in the Cook

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[134] Joint Employers Brief at 24, 97-98.

[135] Union Brief at 26.

[136] Union Final offer at 6-7.

> County Sheriff's Office shall be applied to the AFSCME bargaining units in the Cook County Sheriff's Office.

The Joint Employers propose the *status quo*.[137]

The Union argues that the Correctional Officers have a "me too" clause and "... all of the other agreements between AFSCME and the County have a most favored nations clause" concluding that "[t]hese comparable provisions argue strongly for adoption of the Union's proposal in this case."

The concept that a favored nations or "me too" clause should be placed into the Agreements is not really a complete breakthrough. For example, Section 9.15 of the Predecessor Agreements for the Correctional Sergeants and Correctional Lieutenants provide:

> **Section 9.15 Me Too Clause:**
>
> The Employer agrees that if during the term of this Agreement it enters into any new agreement with corrections officers providing for increased wages, or health insurance benefits, or conditions more favorable than those described in this Agreement, that the Employer shall immediately apply such provisions automatically to this Agreement.

The clause the Union seeks to add is broader and includes favored nations application not only for "... any new agreement with corrections officers ..." but for "... any other union for a non-interest eligible bargaining unit ..." and does so County-wide. However, as the Union points out, that scope of application of "me too" provisions already exits with the Correctional Officers in the 2012-2017 Teamsters Local 700 contract.[138]

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[137] Joint Employers Brief at 24-25, 98.

[138] *See* Joint Employers Exhibits Binder 2 at Tab 1, Appendix E.

Does it make sense to place the same language agreed to with another union into these Agreements? It does. What is the harm? I will assume there is no harm.

However, that is not the standard.

The Joint Employers point out that there is no real reason for imposing this language at this time. The vast majority of contracts for County employees have been set.[139] The Agreements in this case are, as the Joint Employers point out, "... one of the last units to resolve their contract and the only other Sheriff's units that remain outstanding represent less than 60 employees."[140] Further, the parties are now well into the fourth year of the five-year Agreements. There is no evidence that these employees received lower wage increases or worse benefits than other bargaining units received *after* these bargaining units set their terms that a favored nations provisions would increase.

So the answer goes back to the nature of the interest arbitration process. Has there been a showing that the condition is broken and in need of repair? Imposing contract terms because they make sense and there may be no harm by doing so does not measure up to the required standard that permits an interest arbitrator to impose terms only when a condition is broken.

The Union's burden has not been met. The Joint Employers' position is therefore adopted.

D. Retroactivity, Prior Tentative Agreements And Retention Of Jurisdiction

To the extent and to dates specifically provided in this award, payments and benefits are retroactive.

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[139] Joint Employers Exhibits Binder 1 at Tab 3.

[140] Joint Employers Brief at 98.

All prior tentative agreements reached by the parties are incorporated into this award.

The matter is now remanded to the parties to draft contract language consistent with the terms of this award. I will retain jurisdiction to resolve disputes, if any, concerning that contract language.

IV. AWARD

The issues in this case are decided as follows:

1. Wages:

Joint Employers' offer:

Effective Date	Increase
6/1/13	1.00%
6/1/14	1.50%
6/1/15	2.00%
12/1/15	2.00%
12/1/16	2.25%
6/1/17	2.00%
Total	10.75%

2. Changes to the pay plans:

Joint Employers' position – *status quo.*

3. Uniform allowance:

Joint Employers' offer:

Increase from $650 to $750 per year to begin for Fiscal Year 2015.

4. **Acting up pay for Correctional Sergeants as Shift Commanders:**

Joint Employers' position – *status quo.*

5. **Body armor for Police Officers and Police Sergeants:**

Joint Employers' position – *status quo.*

6. **Assignment of Correctional Sergeants:**

Joint Employers' position – *status quo.*

7. **Firearm qualifications for Correctional Sergeants and Lieutenants:**

Joint Employers' position – *status quo.*

8. **Return to work from duty injuries for Correctional Sergeants and Correctional Lieutenants:**

Joint Employers' position – *status quo.*

9. **Absenteeism incentives:**

Joint Employers' position – *status quo.*

10. **Payments to Correctional Sergeants and Correctional Lieutenants who suffer duty injuries:**

Joint Employers' position – *status quo.*

11. **Most favored nations provision:**

Joint Employers' position – *status quo.*

12. **Retroactivity, prior tentative agreements and retention of jurisdiction.**

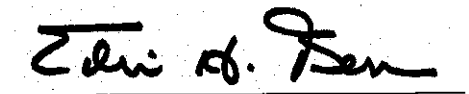
To the extent and to dates specifically provided in this award, payments and benefits are retroactive;

All prior tentative agreements incorporated into this award; and

The matter is remanded to the parties to draft language consistent with the award. Jurisdiction retained to resolve disputes, if any, concerning that contract language.

13. Union Dissent.

This is a panel decision. The Union dissents.



Edwin H. Benn
Arbitrator

Dated: May 16, 2016

APPENDIX A – Police Sergeants Wage Comparisons

JOINT EMPLOYERS WAGE OFFER (Police Sergeants)

Date - %	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
11/30/12 (Last Contract)	70,041	73,193	76,487	79,926	83,528	87,285	91,257	93,310	95,409	101,990	106,683
12/1/12 (0.00%)	70,041	73,193	76,487	79,926	83,528	87,285	91,257	93,310	95,409	101,990	106,683
6/1/13 (1.00%)	70,741	73,925	77,252	80,725	84,363	88,158	92,170	94,243	96,363	103,010	107,750
12/1/13 (0.00%)	70,741	73,925	77,252	80,725	84,363	88,158	92,170	94,243	96,363	103,010	107,750
6/1/14 (1.50%)	71,803	75,034	78,411	81,936	85,629	89,480	93,552	95,657	97,809	104,555	109,366
12/1/14 (0.00%)	71,803	75,034	78,411	81,936	85,629	89,480	93,552	95,657	97,809	104,555	109,366
6/1/15 (2.00%)	73,239	76,534	79,979	83,575	87,341	91,270	95,423	97,570	99,765	106,646	111,553
12/1/15 (2.00%)	74,703	78,065	81,578	85,246	89,088	93,095	97,332	99,521	101,760	108,779	113,784
12/1/16 (2.25%)	76,384	79,822	83,414	87,164	91,093	95,190	99,522	101,761	104,050	111,227	116,345
6/1/17 (2.00%)	77,912	81,418	85,082	88,908	92,914	97,094	101,512	103,796	106,131	113,451	118,672
Total Increase	7,871	8,225	8,595	8,982	9,386	9,809	10,255	10,486	10,722	11,461	11,989
Compounded % Increase	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%
Total Wages Over Life of Contract	366,035	382,507	399,722	417,694	436,518	456,152	476,910	487,639	498,609	533,001	557,527

UNION WAGE OFFER (Police Sergeants)

Date - %	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
11/30/12 (Last Contract)	70,041	73,193	76,487	79,926	83,528	87,285	91,257	93,310	95,409	101,990	106,683
12/1/12 (1.00%)	70,741	73,925	77,252	80,725	84,363	88,158	92,170	94,243	96,363	103,010	107,750
6/1/13 (0.00%)	70,741	73,925	77,252	80,725	84,363	88,158	92,170	94,243	96,363	103,010	107,750
12/1/13 (1.50)	71,803	75,034	78,411	81,936	85,629	89,480	93,552	95,657	97,809	104,555	109,366
6/1/14 (0.00%)	71,803	75,034	78,411	81,936	85,629	89,480	93,552	95,657	97,809	104,555	109,366
12/1/14 (2.00%)	73,239	76,534	79,979	83,575	87,341	91,270	95,423	97,570	99,765	106,646	111,553
6/1/15 (0.00%)	73,239	76,534	79,979	83,575	87,341	91,270	95,423	97,570	99,765	106,646	111,553
12/1/15 (2.00%)	74,703	78,065	81,578	85,246	89,088	93,095	97,332	99,521	101,760	108,779	113,784
12/1/16 (2.25%)	76,384	79,822	83,414	87,164	91,093	95,190	99,522	101,761	104,050	111,227	116,345
6/1/17 (2.00%)	77,912	81,418	85,082	88,908	92,914	97,094	101,512	103,796	106,131	113,451	118,672
Total Increase	7,871	8,225	8,595	8,982	9,386	9,809	10,255	10,486	10,722	11,461	11,989
Compounded % Increase	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%
Total Wages Over Life of Contract	367,634	384,178	401,468	419,519	438,425	458,145	478,993	489,769	500,786	535,329	559,962

COMPARISON OF RESULTS OF WAGE OFFERS (Police Sergeants)

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
Total Wages Over Life of Contract (Union Offer)	367,634	384,178	401,468	419,519	438,425	458,145	478,993	489,769	500,786	535,329	559,962
Total Wages Over Life of Contract (Employers Offer)	366,035	382,507	399,722	417,694	436,518	456,152	476,910	487,639	498,609	533,001	557,527
Difference	1,599	1,671	1,746	1,825	1,907	1,993	2,083	2,130	2,177	2,328	2,435

APPENDIX B – Police Officers Wage Comparisons

JOINT EMPLOYERS WAGE OFFER (Police Officers)

Date - %	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
11/30/12 (Last Contract)	58,400	61,029	63,776	66,645	69,644	72,775	76,086	79,549	83,168	86,956	88,911
12/1/12 (0.00%)	58,400	61,029	63,776	66,645	69,644	72,775	76,086	79,549	83,168	86,956	88,911
6/1/13 (1.00%)	58,984	61,639	64,414	67,311	70,340	73,503	76,847	80,344	84,000	87,826	89,800
12/1/13 (0.00%)	58,984	61,639	64,414	67,311	70,340	73,503	76,847	80,344	84,000	87,826	89,800
6/1/14 (1.50%)	59,869	62,564	65,380	68,321	71,396	74,605	78,000	81,550	85,260	89,143	91,147
12/1/14 (0.00%)	59,869	62,564	65,380	68,321	71,396	74,605	78,000	81,550	85,260	89,143	91,147
6/1/15 (2.00%)	61,066	63,815	66,688	69,688	72,823	76,097	79,560	83,181	86,965	90,926	92,970
12/1/15 (2.00%)	62,287	65,091	68,021	71,081	74,280	77,619	81,151	84,844	88,704	92,744	94,829
12/1/16 (2.25%)	63,689	66,556	69,552	72,681	75,951	79,366	82,977	86,753	90,700	94,831	96,963
6/1/17 (2.00%)	64,963	67,887	70,943	74,134	77,470	80,953	84,636	88,488	92,514	96,728	98,902
Total Increase	6,563	6,858	7,167	7,489	7,826	8,178	8,550	8,939	9,346	9,772	9,991
Compounded % Increase	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%
Total Wages Over Life of Contract	305,199	318,938	333,294	348,288	363,960	380,323	397,626	415,724	434,637	454,433	464,650

UNION WAGE OFFER (Police Officers)

Date - %	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
11/30/12 (Last Contract)	58,400	61,029	63,776	66,645	69,644	72,775	76,086	79,549	83,168	86,956	88,911
12/1/12 (1.00%)	58,984	61,639	64,414	67,311	70,340	73,503	76,847	80,344	84,000	87,826	89,800
6/1/13 (0.00%)	58,984	61,639	64,414	67,311	70,340	73,503	76,847	80,344	84,000	87,826	89,800
12/1/13 (1.50)	59,869	62,564	65,380	68,321	71,396	74,605	78,000	81,550	85,260	89,143	91,147
6/1/14 (0.00%)	59,869	62,564	65,380	68,321	71,396	74,605	78,000	81,550	85,260	89,143	91,147
12/1/14 (2.00%)	61,066	63,815	66,688	69,688	72,823	76,097	79,560	83,181	86,965	90,926	92,970
6/1/15 (0.00%)	61,066	63,815	66,688	69,688	72,823	76,097	79,560	83,181	86,965	90,926	92,970
12/1/15 (2.00%)	62,287	65,091	68,021	71,081	74,280	77,619	81,151	84,844	88,704	92,744	94,829
12/1/16 (2.25%)	63,689	66,556	69,552	72,681	75,951	79,366	82,977	86,753	90,700	94,831	96,963
6/1/17 (2.00%)	64,963	67,887	70,943	74,134	77,470	80,953	84,636	88,488	92,514	96,728	98,902
Total Increase	6,563	6,858	7,167	7,489	7,826	8,178	8,550	8,939	9,346	9,772	9,991
Compounded % Increase	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%
Total Wages Over Life of Contract	306,532	320,331	334,750	349,809	365,550	381,984	399,363	4175,40	436,535	456,418	466,679

COMPARISON OF RESULTS OF WAGE OFFERS (Police Officers)

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
Total Wages Over Life of Contract (Union Offer)	306,532	320,331	334,750	349,809	365,550	381,984	399,363	4175,40	436,535	456,418	466,679
Total Wages Over Life of Contract (Employers Offer)	305,199	318,938	333,294	348,288	363,960	380,323	397,626	415,724	434,637	454,433	464,650
Difference	1,333	1,393	1,456	1,521	1,590	1,661	1,737	1,816	1,898	1,985	2,029

APPENDIX C – Correctional Sergeants Wage Comparisons

JOINT EMPLOYERS WAGE OFFER (Correctional Sergeants)

Date - %	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
11/30/12 (Last Contract)	55,804	58,173	60,649	63,228	65,913	68,713	71,841	73,994	76,030	78,119	80,265
12/1/12 (0.00%)	55,804	58,173	60,649	63,228	65,913	68,713	71,841	73,994	76,030	78,119	80,265
6/1/13 (1.00%)	56,362	58,755	61,255	63,860	66,572	69,400	72,559	74,734	76,790	78,900	81,068
12/1/13 (0.00%)	56,362	58,755	61,255	63,860	66,572	69,400	72,559	74,734	76,790	78,900	81,068
6/1/14 (1.50%)	57,207	59,636	62,174	64,818	67,571	70,441	73,648	75,855	77,942	80,084	82,284
12/1/14 (0.00%)	57,207	59,636	62,174	64,818	67,571	70,441	73,648	75,855	77,942	80,084	82,284
6/1/15 (2.00%)	58,352	60,829	63,418	66,115	68,922	71,850	75,121	77,372	79,501	81,685	83,929
12/1/15 (2.00%)	59,519	62,045	64,686	67,437	70,301	73,287	76,623	78,919	81,091	83,319	85,608
12/1/16 (2.25%)	60,858	63,441	66,142	68,954	71,882	74,936	78,347	80,695	82,916	85,194	87,534
6/1/17 (2.00%)	62,075	64,710	67,464	70,333	73,320	76,435	79,914	82,309	84,574	86,898	89,285
Total Increase	6,271	6,537	6,815	7,105	7,407	7,722	8,073	8,315	8,544	8,779	9,020
Compounded % Increase	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%
Total Wages Over Life of Contract	291,632	304,013	316,952	330,430	344,462	359,095	375,442	386,694	397,334	408,251	419,466

UNION WAGE OFFER (Correctional Sergeants)

Date - %	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
11/30/12 (Last Contract)	55,804	58,173	60,649	63,228	65,913	68,713	71,841	73,994	76,030	78,119	80,265
12/1/12 (1.00%)	56,362	58,755	61,255	63,860	66,572	69,400	72,559	74,734	76,790	78,900	81,068
6/1/13 (0.00%)	56,362	58,755	61,255	63,860	66,572	69,400	72,559	74,734	76,790	78,900	81,068
12/1/13 (1.50)	57,207	59,636	62,174	64,818	67,571	70,441	73,648	75,855	77,942	80,084	82,284
6/1/14 (0.00%)	57,207	59,636	62,174	64,818	67,571	70,441	73,648	75,855	77,942	80,084	82,284
12/1/14 (2.00%)	58,352	60,829	63,418	66,115	68,922	71,850	75,121	77,372	79,501	81,685	83,929
6/1/15 (0.00%)	58,352	60,829	63,418	66,115	68,922	71,850	75,121	77,372	79,501	81,685	83,929
12/1/15 (2.00%)	59,519	62,045	64,686	67,437	70,301	73,287	76,623	78,919	81,091	83,319	85,608
12/1/16 (2.25%)	60,858	63,441	66,142	68,954	71,882	74,936	78,347	80,695	82,916	85,194	87,534
6/1/17 (2.00%)	62,075	64,710	67,464	70,333	73,320	76,435	79,914	82,309	84,574	86,898	89,285
Total Increase	6,271	6,537	6,815	7,105	7,407	7,722	8,073	8,315	8,544	8,779	9,020
Compounded % Increase	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%
Total Wages Over Life of Contract	292,906	305,341	318,337	331,874	345,967	360,663	377,082	388,383	399,069	410,034	421,298

COMPARISON OF RESULTS OF WAGE OFFERS (Correctional Sergeants)

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
Total Wages Over Life of Contract (Union Offer)	292,906	305,341	318,337	331,874	345,967	360,663	377,082	388,383	399,069	410,034	421,298
Total Wages Over Life of Contract (Employers Offer)	291,632	304,013	316,952	330,430	344,462	359,095	375,442	386,694	397,334	408,251	419,466
Difference	1,274	1,328	1,385	1,444	1,505	1,568	1,640	1,689	1,735	1,783	1,832

APPENDIX D – Correctional Lieutenants Wage Comparisons

JOINT EMPLOYERS WAGE OFFER (Correctional Lieutenants)

Date - %	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
11/30/12 (Last Contract)	60,448	63,015	65,694	68,486	71,398	74,430	77,816	80,154	82,361	84,622	86,952
12/1/12 (0.00%)	60,448	63,015	65,694	68,486	71,398	74,430	77,816	80,154	82,361	84,622	86,952
6/1/13 (1.00%)	61,052	63,645	66,351	69,171	72,112	75,174	78,594	80,956	83,185	85,468	87,822
12/1/13 (0.00%)	61,052	63,645	66,351	69,171	72,112	75,174	78,594	80,956	83,185	85,468	87,822
6/1/14 (1.50%)	61,968	64,600	67,346	70,208	73,194	76,302	79,773	82,170	84,432	86,750	89,139
12/1/14 (0.00%)	61,968	64,600	67,346	70,208	73,194	76,302	79,773	82,170	84,432	86,750	89,139
6/1/15 (2.00%)	63,208	65,892	68,693	71,613	74,658	77,828	81,369	83,813	86,121	88,485	90,922
12/1/15 (2.00%)	64,472	67,210	70,067	73,045	76,151	79,385	82,996	85,490	87,843	90,255	92,740
12/1/16 (2.25%)	65,922	68,722	71,643	74,688	77,864	81,171	84,863	87,413	89,820	92,286	94,827
6/1/17 (2.00%)	67,241	70,096	73,076	76,182	79,421	82,794	86,561	89,161	91616	94,131	96,723
Total Increase	6,793	7,081	7,382	7,696	8,023	8,364	8,745	9,007	9,255	9,509	9,771
Compounded % Increase	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%
Total Wages Over Life of Contract	315,902	329,317	343,318	357,909	373,127	388,972	406,667	418,886	430,420	442,236	454,412

UNION WAGE OFFER (Correctional Lieutenants)

Date - %	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
11/30/12 (Last Contract)	60,448	63,015	65,694	68,486	71,398	74,430	77,816	80,154	82,361	84,622	86,952
12/1/12 (1.00%)	61,052	63,645	66,351	69,171	72,112	75,174	78,594	80,956	83,185	85,468	87,822
6/1/13 (0.00%)	61,052	63,645	66,351	69,171	72,112	75,174	78,594	80,956	83,185	85,468	87,822
12/1/13 (1.50)	61,968	64,600	67,346	70,208	73,194	76,302	79,773	82,170	84,432	86,750	89,139
6/1/14 (0.00%)	61,968	64,600	67,346	70,208	73,194	76,302	79,773	82,170	84,432	86,750	89,139
12/1/14 (2.00%)	63,208	65,892	68,693	71,613	74,658	77,828	81,369	83,813	86,121	88,485	90,922
6/1/15 (0.00%)	63,208	65,892	68,693	71,613	74,658	77,828	81,369	83,813	86,121	88,485	90,922
12/1/15 (2.00%)	64,472	67,210	70,067	73,045	76,151	79,385	82,996	85,490	87,843	90,255	92,740
12/1/16 (2.25%)	65,922	68,722	71,643	74,688	77,864	81,171	84,863	87,413	89,820	92,286	94,827
6/1/17 (2.00%)	67,241	70,096	73,076	76,182	79,421	82,794	86,561	89,161	91,616	94,131	96,723
Total Increase	6,793	7,081	7,382	7,696	8,023	8,364	8,745	9,007	9,255	9,509	9,771
Compounded % Increase	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%	11.24%
Total Wages Over Life of Contract	317,282	330,756	344,817	359,472	374,757	390,671	408,444	420,715	432,300	444,167	456,397

COMPARISON OF RESULTS OF WAGE OFFERS (Correctional Lieutenants)

	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
Total Wages Over Life of Contract (Union Offer)	317,282	330,756	344,817	359,472	374,757	390,671	408,444	420,715	432,300	444,167	456,397
Total Wages Over Life of Contract (Employers Offer)	315,902	329,317	343,318	357,909	373,127	388,972	406,667	418,886	430,420	442,236	454,412
Difference	1,380	1,439	1,499	1,563	1,630	1,699	1,777	1,829	1,880	1,931	1,985