

**ILLINOIS LABOR RELATIONS BOARD
INTEREST ARBITRATION
ARBITRATOR RICHARD M. STANTON**

In the Matter of the Arbitration)
)
Between)
)
COUNTY OF COOK AND)
SHERIFF OF COOK COUNTY,)
)
Joint Employers) Interest Arbitration
) Cook County
) Sheriff Fugitive Unit
)
)
Teamsters Local 700,)
)
)
Union)

OPINION AND AWARD

APPEARANCES

TEAMSTERS LOCAL 700

Kevin P. Camden
Nicole Chaney

JOINT EMPLOYERS

David A. Johnson
Melissa D. Sobota

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

SEP 14 2016

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DATE OF THE AWARD

August 15, 2016

BACKGROUND

The Sheriff of Cook County ("Sheriff") is responsible for: (1) security in county facilities, (2) operation of Cook County Jail and (3) traditional police service throughout Cook County. Within the Sheriff's Police Department there is the Central Warrants Unit, which consists of a combination of the following units: Fugitive Investigator, Police Warrant, Electronic Monitoring, and the Civil Warrant Investigations.¹ This case involves the investigators in the Fugitive Investigator unit that are represented by Teamsters Local 700, ("Union").

When the parties were unable to reach agreement for a new collective bargaining agreement, the Union invoked the interest arbitration procedures of the Illinois Labor Relations Act ("Act"), Section 14. The parties subsequently agreed, pursuant to Section 14(p) of the Act, to waive a tripartite arbitration panel and appointed the undersigned as sole arbitrator. On April 14, 2016, a hearing was held during the course of which the Arbitrator afforded both parties full opportunity for the presentation of evidence, examination and cross-examination of witnesses. The parties filed written briefs.

FINAL OFFERS - GENERAL WAGE INCREASES

Union Proposal

Effective with the first full pay period, on or after June 1, 2013	2.00%
Effective with the first full pay period, on or after June 1, 2014	2.00%
Effective with the first full pay period, on or after June 1, 2015	2.00%
Effective with the first full pay period, on or after December 1, 2015	3.00%
Effective with the first full pay period, on or after December 1, 2016	3.00%
Effective with the first full pay period, on or after June 1, 2017	3.00%

¹ The principal duties of the various units can be stated as follows:

Fugitive Investigator Unit is responsible for executing warrants and arresting individuals who are AWOL from the Electronic Monitoring Program,

Police Warrant Unit serves criminal warrants and executes extraditions that are more than 250 miles away from the County,

Electronic Monitoring Unit sets up and monitors the electric monitoring equipment, and

Civil Warrant Unit serves all civil warrants and all warrants issued by Domestic Violence Courts

Joint Employer Proposal

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of the agreement:

Effective with the first full pay period, on or after June 1, 2013	1.00%
Effective with the first full pay period, on or after June 1, 2014	1.50%
Effective with the first full pay period, on or after June 1, 2015	2.00%
Effective with the first full pay period, on or after December 1, 2015	2.00%
Effective with the first full pay period, on or after December 1, 2016	2.25%
Effective with the first full pay period, on or after June 1, 2017	2.00%

ISSUE

The sole issue is the Union's final offer regarding the general wage increases.²

STATUTORY FRAMEWORK

This interest arbitration award is rendered pursuant to Section 14(g) of the Act, which provides, *inter alia*, that as to each economic issue the arbitrator shall adopt the last offer of settlement which in the opinion of the arbitrator more nearly complies with the following eight (8) factors prescribed in Section 14(h) of the Act:

- (1) The lawful authority of the employer.
- (2) Stipulation of the parties
- (3) The interest and welfare of the public and financial ability of the unit of government to meet those costs.
- (4) Comparison of 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 generally:
 - a. In public employment in comparable communities.
 - b. In the private employment in comparable communities.

² The parties stipulated to the inclusion of the tentative agreements reached during bargaining. At the hearing, the Union agreed to the Joint Employers' healthcare and uniform proposals. The employer stipulated the wage proposal is retroactive to the dates of the relevant wage increases.

- (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 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 or traditionally taken into consideration in the determining of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in public service or in private employment.

The Arbitrator's decision in this matter is based on all of the eight (8) factors set-forth in the Act. The Act does not give any more weight to one factor over another but leaves it up to the discretion of the arbitrator to determine the weight to be given to any particular factor.

POSITION OF THE PARTIES

JOINT EMPLOYERS

In support of its position regarding its general wage increases offer, the Joint Employers advanced detailed arguments supported by extensive data regarding, for example, cost of living, overall compensation and internal comparability. More particularly with respect to the internal comparability factor, the Joint Employers stressed that ninety-two of the County's bargaining units, including the most relevant internal comparison, other groups in the Central Warrant unit, accepted the identical general wage increases that is being offered here. No union has succeeded in obtaining different general wage increases.

UNION

To support its position that Fugitive Investigators merit a general wage increase that exceeds the pattern wage increases of the County's 92 other bargaining units, the Union stresses that their work duties, training and exposure to danger has changed drastically.

This case is not about CPI, not about cost of living, but rather, it is about the skills, training, and day-to-day job the fugitive investigators perform. A job that, since at least 2007, certainly since July 2014, has morphed into one of both EM AWOL apprehension and criminal warrant service; working hand-in-hand with the Chicago Police Department and other municipal agencies; working with the FBI Task Force to apprehend murderers and bank robbers; and, in agreement with Judge Lloyd-Lott, a dangerous job that has become more dangerous. (Union brief pg. 6)

BRIEF HISTORY OF THE ATTEMPTS TO SECURE HIGHER WAGES FOR FUGITIVE INVESTIGATORS

Over the years, in every collective bargaining cycle there have been attempts to secure higher wage increases for Fugitive Investigators than those agreed to for other employees. These attempts were always been resisted by the Joint Employers. In every case the Fugitive Investigator wage issue was presented to an interest arbitrator, the wage demand was rejected, notwithstanding the vigorous arguments and supporting evidence presented to the arbitrators by the unions. The thread that runs through these decisions is "internal comparability".

1998- Fletcher Award³ CBA Effective 1995 -1998

The Arbitrator noted that historically, Fugitive Investigators have been paid the same rate as Electric Monitoring (EM) Investigators. Accordingly, a change in that historic relationship would be a "breakthrough". Referencing Arbitrator Goldstein's decision in *County of Cook/Sherriff of Cook County and Teamsters Local union 714*, L-MA-95-001 (1995), Arbitrator Fletcher declined to change the historical relationship absent substantial and compelling justification, which he decided was not present in that case. Accordingly, Fletcher rejected the

³ *County of Cook and Illinois Fraternal Order of Police Labor Council*, L-MA-96-007 (Fletcher, 1998)

Union's argument that Sheriff's Police Officers should be the comparator for Fugitive Investigators.⁴

2001 Berman Award⁵ CBA Effective 1998 - 2001

Again an Arbitrator rejected an effort to disturb the historical relationship whereby that Sheriff's Police Officers are paid more than Fugitive Investigators. After discussing the various roles employees in the Police Officers classification play, in addition to what one may think of as normal police work, for example, psychologists, the Arbitrator concluded that:

On balance, I can only suggest that **as a generality** Fugitive Investigators cannot be compared to police officers; **as a generality**, Fugitive Investigators' responsibilities, training, and exposure to danger are different from those of the Sheriff's Police. *Berman Award at 33.* (Emphasis in Award).

In Illinois Fraternal Order of Police Labor Council v. Cook Count and Cook County Sheriff, 02 CH 2272, February 13, 2003, Judge Gay Lloyd-Lott, set aside Arbitrator Berman's Award stating that,

With all due respect to Arbitrator Berman, I think that probably your Fugitive Investigators face more danger more often than a policeman out there patrolling stop lights and stop signs. They go and pick somebody up who doesn't want to be captured. They don't know what they're going to find behind the door. If it's a matter of not having as much training as the police officers on a beat, that should not denigrate the Fugitive Investigators. They should give them more training and bring them up to speed. (Union Exhibit 16 at pg. 21)

However, the parties subsequently agreed to implement the wage rates awarded by Arbitrator Berman. Thus, maintaining the historic relationship whereby Sheriff's Police wages are higher than that paid to Fugitive Investigators.

2004 Nathan Award⁶ CBA 2001 -2004

⁴ To state what may be obvious, if Fletcher accepted the Union's argument that the Sheriff's Police Officers unit was the appropriate comparator, Fugitive Investigators would have been awarded the wage increase were seeking because Police officers were earning more than Fugitive Investigators.

⁵ *Cook County and Cook County Sheriff and Illinois Fraternal Order of Police Labor Council, Fugitive Investigators, L-MA-99-102 (Berman, 2001).*

In this go round, the Joint Employers agreed to 4% in addition to general wage increase for certain employees in another bargaining unit, Court Service Deputies. That unit consisted of two groups, some working in the courtroom and others performing "street" duties, such as, serving warrants. The 4% was only agreed to for Court Service Deputies performing "street" duties. Deputy working inside the courtroom did not receive the 4% increase in wages. The Union representing the Fugitive Investigator unit at this time, FOP, argued that since Fugitive Investigators working on the street were also interacting with offender and others on the streets of the County, they should receive the same additional 4% increase granted to Court Service deputies performing street duties.

Arbitrator Nathan declined to grant the additional 4% increase stating that:

The Union is in a difficult position because two arbitrators [Fletcher and Berman] have determined that the work of Fugitive Investigators is not so fraught with risk that they should be paid a premium over what is paid to other Investigators. While the Union and the employees genuinely believe that these prior arbitrators were wrong, their findings resolve the issue unless the Union can show either that there was some egregious error or a mistake of law or that the facts and circumstances have so changes as to render the prior awards inapplicable. That another arbitrator might disagree with the prior conclusions is insufficient to unsettle the caselaw ***.

I find that there was, and continues to be, substantial evidence to support Fletcher's and Berman's findings that Fugitive Investigators are not sufficiently distinguishable from other Investigators so as to justify premium pay. Nothing submitted by the Union demonstrates that the facts and circumstances of the work of these employees have changed since the issue was last addressed by Arbitrator Berman. Both Berman and Fletcher articulated their understanding that the work in question is dangerous and has some kinship to other street work. Nonetheless, they found that, in their judgment, the level of risk did not justify additional wages. The parties "bargained" for the judgment of these arbitrators and the undersigned will not alter those findings without a strong showing of a change in circumstances, egregious error or mistake of law. None of these factors appear in the record of this case. (footnotes omitted) *Nathan Award at 13-14*

⁶ County of Cook and Cook County Sheriff (Dept. of Community Supervision and Intervention- Fugitive Unit) and Illinois Fraternal Order of Police Labor Council, L-MA-03-002 (Nathan, 2004)

2007 Fletcher Award⁷ CBA Effective 2004 - 2008

In this case, the Arbitrator considered several issues relating to wages. Regarding the issue we have in this case, the general wage increase, Arbitrator Fletcher, first noted that:

***members of this bargaining unit rank third (behind Sheriff's Police Officers and MAP represented EM Investigators in the Correctional Officers bargaining unit) in terms of wages in the Cook County Sheriff's Department. *** *Fletcher 2007 Award* at 51.

Fletcher then went on to state that:

First, as prior arbitrators have reasoned and this Arbitrator affirms, pattern bargaining in the Cook County Sheriff's Department with respect to wage increases is an important factor to consider. Consistency in wage offers, as argued by the Joint Employer, does, importantly, help maintain both the parity and disparity between Sheriff's Department bargaining units which have been so determinedly preserved by prior interest arbitrators. (emphasis in original). *Fletcher 2007 Award* at 54.

Consequently, Fletcher did not adopt the Union's request for a general wage increase that was higher than the one given to the Joint Employer's other investigator bargaining units:

The Arbitrator is satisfied that the arbitral precedent supports internal parity with other Investigator Units for purposes of general pattern wage increases and further that the Joint Employer's wage proposal satisfies statutory criteria relating to internal comparability, overall compensation, and cost of living. **** (emphasis in original) *Fletcher 2007 Award* at 56.

In addition, when Arbitrator Fletcher denied the Union's request for a 4% "Street Unit" differential in addition to the general wage increase, he cited with approval Arbitrator McAlpin's teaching in an interest arbitration involving the Cook County Sheriff Sergeants:

[W]hen one side or the other propose[s] significant changes to the status quo, there is a special burden placed on that party. When one side or another wishes to deviate from the status quo of the previous Collective Bargaining Agreement, the proponent of that change must fully justify its position and provide strong reasons and a proven need. This panel recognizes that this extra burden of proof is placed on those who wish to

⁷ Illinois Fraternal Order of Police Labor Council and County of Cook and Cook County Sheriff, L-MA-96-07 (Fletcher 2007)

significantly change the collective bargaining relationship. ***

Fletcher 2007 Award at 19-20.

Based on the above analysis, Arbitrator Fletcher denied the Union's request for 4% street pay, stating:

Pursuant to the instruction of Arbitrator McAlpin, then, the Arbitrator is persuaded that the *status quo* should be maintained with respect to his proposed differential. The Union has not satisfied its "special burden" to prove that the proposed change is supported by evidence of bona fide and unacceptable disparity between this group of Fugitive Investigators and other groups not having street function, for this is the context in which the 4% "street" differential was granted to the Court Service Deputies bargaining unit in the first place. The record establishes that the inherent "street" function of this bargaining unit has been recognized all along, as they have always earned, and continue to earn, higher wages than even Street Unit Deputies. (emphasis in original) *Fletcher 2007 Award* at 66-67.

2013 Kohn Award⁸ CBA 2009 -2013

In another attempt to secure a better wage package for Fugitive Investigator in comparison to other investigators, the Union once again went back to the "Street Pay" concept that Arbitrator Fletcher had rejected for the 2004-2008 CBA.

Kohn did not adopt the Union's request for street pay, noting that there was no need to differentiate between Fugitive Investigators as had been done with Court Service Deputies, because, unlike Court Service Deputies, all Fugitive Investigators had street duties. Furthermore, since the "street pay" concept would be a new contract term, in agreement with Arbitrator Fletcher, Kohn said the Union had to satisfy a "special burden" in order to prevail. After reviewing the Union's evidence, Arbitrator Kohn concluded that the Union had failed to meet that burden and denied the Union's request for an additional 4% for street pay over and above the general wage increase.

⁸ County of Cook/Cook County Sheriff and Teamsters Local 700, L-MA-09-018 (Kohn 2013)

FUGITIVE INVESTIGATOR DUTIES AND RESPONSIBILITIES

OVERVIEW

The Fugitive Investigator Unit is a part of the Central Warrants Unit that includes the Sheriff's Police Warrant Unit, Electronic Monitoring (EM), and the Civil Warrant Investigation Unit. All Central Warrant unit members wear the same uniform and drive white Ford Crown Victoria or covert cars while on duty. The overall supervision of all Central Warrants Unit units, including Fugitive Investigators, is the responsibility of Sheriff's Police Supervisor, Robert O'Neill. In 2010, the Fugitive Investigators' headquarters was moved to 937 N. Wood, Chicago, where the Sheriff's Police is also located. All Sheriff's police officers are law enforcement certified. Many, but not all Fugitive Investigator unit members also have the same law enforcement certification as the Sheriff Police working Central Warrants.

Simply put, the EM unit sets up the electric monitoring equipment in detainees' homes and afterwards visit detainees to make sure they are in their homes. The primary duty of Fugitive Investigators is to apprehend individuals who have been reported AWOL from the EM program. In the past, the Fugitive Investigator unit made approximately ten AWOL recoveries a month, now there are approximately 20 to 25 recoveries each month. When Fugitive Investigators are executing their warrants the fugitives, as could be expected, do not always go peacefully and some of the fugitives have to be chased because they chose to run.

TRAINING

Fugitive Investigators are members of a highly trained law enforcement unit and have received extensive instruction in law enforcement procedures and practices, including:

- Law enforcement for street units,
- 120-hour mandatory investigator course,
- 40 hour arrest and booking procedure course,
- M4 or long gun training;
- CIT training (crisis intervention),
- Law Enforcement Agencies Data System (LEADS) training,
- TASER training,
- Weapons of mass destruction training,
- Training in the Chicago Police Department's arrest system, and
- Voluntary 480 hours of CO to PO (Corrections Officer to Police Officer) training.

NORMAL WORKWEEK

Currently, a normal Fugitive Investigators workweek consists of:

1. targeted investigations two days a week to apprehend persons who are AWOL from the EM program , and
2. starting in 2007, two days working warrant sweeps in Cook County locations other than Chicago and starting sometime after 2007, initiatives in Chicago.

The work performed by Fugitive Investigators during initiatives and sweeps is essentially identical.⁹ After the Sheriff's Department decides to saturate a high crime area or an area where there are a substantial number of open warrants, the Fugitive Investigators, Sheriff's police and other law enforcement units, including municipal police, go out to the areas together and execute their assigned warrants. After the Fugitive Investigators finish executing all of their EM warrants, if there is time left in their workday, they may be assigned criminal warrants to execute. Neither the Sheriff's Police nor other agencies make EM AWOL arrests. However, on at least one occasion Chicago Police assisted a Fugitive Investigator in apprehending an EM fugitive.

Fugitive Investigators began charging AWOL offenders in 2007. Prior to 2007, when a fugitive was apprehended, the Fugitive Investigators would bring the fugitive back to the Cook County jail and write a report. Furthermore, when a fugitive is apprehended there have been instances when the Fugitive Investigators discovered evidence of weapons and drug activity. Therefore, now when a fugitive is recovered, after receiving the State's Attorney approval, in addition to the AWOL related charges, Fugitive Investigators would, when appropriate, charge the fugitive with a criminal offenses, including weapons and drug related crimes.¹⁰ Since the Fugitive Investigators are bringing the charges, they would normally have to appear in court to support those charges.

Due to a change in the judicial placement of arrestees with more violent backgrounds into the EM program, the Union argues the Fugitive Investigators are subject to a heightened level of danger.

⁹ Initiatives are conducted within the City of Chicago and sweeps are conducted outside Chicago but within Cook County.

¹⁰ There may have been a few instances prior to 2007 when a fugitive was criminally charged by a Fugitive Investigator.

OTHER FUGITIVE INVESTIGATOR ACTIVITY

Sometimes a normal workweek for a Fugitive Investigator is anything but normal, for example:

Once or more times a week Fugitive Investigators may be directed to respond to calls to backup other law enforcement personnel, including Sheriff's Police and Sheriff's Civil Warrants.

Often Fugitive Investigator travel outside Cook County and on occasion, they travel outside the state into Northwest Indiana.

Starting in July 2014, Fugitive Investigators began serving criminal warrants in high-crime CPD districts. For example, if a high priority call came into the warrant desk, a Fugitive Investigator could be assigned to execute the warrant regardless of whether it was criminal or EM warrant.¹¹

In July 2015, Fugitive Investigators participated with the Chicago Police Department's Violent Crime Fugitive Task Force in the arrest of a Kansas City parole violator.

Shortly before the hearing in this case, Fugitive Investigators participated in the arrest of a Champaign County fugitive.

On occasion Fugitive Investigators work with the FBI. For example, In March 2016, Fugitive Investigators participated in a fraud arrest with the FBI in Bolingbrook, IL.

DISCUSSION

INTERNAL COMPARABILITY

As evidenced by above-cited five interest arbitration awards, the relationship of this unit to the Joint Employers' other units is not a new development, it has existed for decades. Disturbing that relationship would constitute a "breakthrough" requiring the Union to satisfy a very high burden. As Arbitrator Nathan stated:

¹¹ As a result of Fugitive Investigators executing criminal warrants, AFSCME has filed grievances alleging that personnel other than Sheriff's Police Officers are performing Sheriff's Police Officer work. An AFSCME Steward testified that he was aware of Fugitive Investigators executing criminal warrants about five times in the last year. Furthermore, the Steward testified that the Fugitive Investigators continue to serve criminal warrants is in violation of a grievance settlement.

The Union is in a difficult position because two arbitrators [Fletcher and Berman] have determined that the work of Fugitive Investigators is not so fraught with risk that they should be paid a premium over what is paid to other Investigators. While the Union and the employees genuinely believe that these prior arbitrators were wrong, their findings resolve the issue unless the Union can show either that there was some egregious error or a mistake of law or that the facts and circumstances have so changes as to render the prior awards inapplicable. That another arbitrator might disagree with the prior conclusions is insufficient to unsettle the caselaw ***. *Nathan Award* at 13.

In addition to the Fletcher and Berman awards, the Union must now also overcome the effect of Arbitrator Nathan's award and the subsequent awards by Arbitrators Fletcher and Kohn. All of the arbitrators who have heard the Unions' request for higher pay for the Fugitive Investigators Unit have denied those requests.

During the hearing, I was impressed with the professionalism of the Fugitive Investigators and their earnest effort to attain the wage rate to which they believed their work merits. To resolve the conflict over their request for higher wages than those on offer from the Joint Employers, I looked at all of the evidence with "new eyes", considering all of the evidence regarding all of the facets of the Fugitive Investigators' job.

In the instant case, to meet its high burden, the Union stressed, in addition to other factors, the dangers of the work the Fugitive Investigators' perform, citing the opinion of Judge Gay Lloyd-Lott:

With all due respect to Arbitrator Berman, I think that probably your Fugitive Investigators face more danger more often than a policeman out there patrolling stop lights and stop signs. They go and pick somebody up who doesn't want to be captured. They don't know what they're going to find behind the door. If it's a matter of not having as much training as the police officers on a beat, that should not denigrate the Fugitive Investigators. They should give them more training and bring them up to speed.
Illinois FOP v. Cook County et al., 02 CH 2272, February 13, 2003.

Building on Judge Gay Lloyd-Lott's decision, the Union asserted that the job is even more dangerous now, because the Fugitive Investigators have been given the additional duties detailed above, such as, executing criminal warrants, working alongside other law enforcement units and apprehending more fugitives charged with violent crimes. While one may reasonably hypothesize that the additional duties have made the Fugitive Investigators' job more dangerous, there is insufficient evidence that such was actually the case.

While there is evidence that, for example, Fugitive Investigators "participated" in the apprehensions of suspects with other law enforcement personnel, the record does not reveal what the Fugitive Investigators actually did during the apprehensions. Did the Fugitive Investigators' role during their "participation" put them in danger? Lacking evidence concerning what the Fugitive Investigators actually did during their "participation", on the record before me I could not make the determination that their participation with other law enforcement personnel in carrying out apprehensions made the Fugitive Investigator's job more dangerous.

Similarly, while it was asserted that the placement in the EM program of individuals charged with more violent crimes made the Fugitive Investigator's job is more dangerous, that assertion was not supported by the evidence. For example, there is no evidence that the fugitives charged with more violent crimes injured a Fugitive Investigators during their apprehensions. Or that they were more violent during their apprehension than the usual fugitives that the Fugitive Investigators apprehended in the past. Therefore, on the record before me, it is impossible to determine if the apprehension of fugitives charged with violent crimes made the Fugitive Investigator's job more dangerous.

While there is evidence that Fugitive Investigators have been given additional duties and responsibilities, their core function has remained the same, the apprehension of fugitives from the EM program. Clearly some of the new duties and responsibilities are more akin to the work of the Sheriff's Police Warrant Unit than the work of the EM unit. However, assuming, *arguendo*, that their new duties place the Fugitive Investigators in more danger than their normal duties, there is insufficient evidence that the new duties and responsibilities constitute anything more than insignificant part of their work day. Absent evidence that the additional duties and responsibilities constitute a significant part of the Fugitive Investigators' work so as to, in effect, change the nature of the work, making it more dangerous, I find that the Union has not met the heavy burden needed to establish that the job of Fugitive Investigator has evolved so that there is a legitimate need to the change the existing relationship regarding the wage rate of Fugitive Investigators and the Joint Employers' other bargaining units.

OVERALL COMPENSATION
COST OF LIVING

The Union argues that while the Joint Employers' wage proposal may exceed the CPI, 10.75% over the five years, an examination of other elements of compensation make that rosy picture not so rosy. The Union points out that while the Fugitive Investigators are receiving a wage increase in one pocket; a portion of that money is going out of that same pocket to pay the increased employee health care contributions. In addition, the Union raises the legitimate point that Fugitive Investigators have not received a wage increase since November 30, 2012.

Assuming, *arguendo*, that Fugitive Investigators will not receive the full benefit of the 10.75% wages raise, I have to take into account that the Fugitive Investigators will receive a step increase during the life of this agreement. Therefore, in real money, the Fugitive Investigators will still do fairly well.

Finally, the County has taken on the responsibility, unlike some other public employers, by addressing the pension underfunding crisis. The County took the necessary, but unpopular step, of increasing the sales tax, with the funds generated earmarked to supplement the pension fund. A step clearly in "[t]he interest and welfare of the public and financial ability of the unit of government to meet those costs".

I am also mindful that, as the Join Employers pointed out:

The same General Wage Increases the Joint Employers propose here have previously been accepted or awarded by arbitrators for 92 other bargaining units, out of the 94 units with which the County bargains, representing approximately 18,000 employees. [Joint Employers' brief at pg. 2]

SUMMARY

In summary, Joint Employer's wage proposal satisfies statutory criteria relating to internal comparability, overall compensation, and cost of living.

AWARD

For the reasons set-forth above the Joint Employers final wage offer is accepted.

Pursuant to the parties' stipulations the Arbitrator incorporates into this Award and collective bargaining agreement:

1. all of the tentative agreements reached during bargaining,
2. the Joint Employers' final wage offer is fully retroactive to the dates of the relevant wage increases; including the 2015 wage increase,
3. the Joint Employers' final healthcare offer, and
4. the Joint Employers' final uniform offer.

Signed this 15th day of August, 2016



Richard M. Stanton, Arbitrator