Before
LISA SALKOVITZ KOHN
Impartial Arbitrator

In the Matter of the Arbitration between	)	
	)	
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 31, LOCAL 2025,	)	Issue: Pay Grade for Correctional Employees
Union,	)	
	)	AFSCME No. 06-05-27706
and	)	ILRB No. S-MA-04-066
	)	
COUNTY OF ROCK ISLAND,	)	
Employer.	)	

DATE OF HEARING: September 12, 2006

APPEARANCES:

For the Union: Catherine Struzynski, Legal Counsel

For the Employer: Heidi J. Weller, Assistant State's Attorney

A R B I T R A T I O N A W A R D

Issues Presented:

The issues presented, as set forth in Exhibit C of the parties' collective bargaining agreement, are whether an upgrade is appropriate for the positions of Correctional Officer, ISO (Inmate Services Officer), Correctional Sergeant, and/or Correctional Lieutenant.[1] In addressing these issues, the parties also disagree as to whether this proceeding is governed by the arbitration standards set forth in Section 14(h) of the Illinois Public Labor Relations Act.

I. INTRODUCTION

This dispute results from Exhibit C of the parties' collective bargaining agreement effective December 1, 2005 to November 30, 2008 ("the Agreement"), in which they agreed "to submit to interest arbitration" four correctional positions "for review of the appropriateness of an upgrade." As discussed more fully below, the Arbitrator was selected from a panel provided by the Illinois Labor Relations Board and the dispute was heard in arbitration on September 12, 2006. A 260-page transcript of the hearing was taken. At the hearing the parties were afforded a full opportunity to present such evidence and argument as they desired, including an examination and cross-examination of all witnesses. After the exchange of additional information following the hearing, the hearing

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[1]There is a potential dispute as to whether the Union has presented a single issue about the appropriateness of a upgrade for all four titles, or four issues, namely the appropriateness of an upgrade for each title. In light of the parties' bargaining history, where the County in the course of negotiations for several contracts would agree to some but not all of a Union's proposed upgrades, it appears that the Union's position here is more appropriately considered four separate issues, that the County would consider itself entitled to evaluate on a title-by-title basis. Nothing in Exhibit C is to the contrary.

was closed on October 7, 2006, and the parties submitted post-hearing briefs. No procedural objections were raised to this Arbitrator's jurisdiction and authority to hear this case or to issue a final and binding decision in this matter.

As an initial matter, the parties disagree as to whether this proceeding is governed by the standards for interest arbitrations set forth in Section 14 of the Illinois Public Labor Relations Act. The County contends that it is, and the Union asserts that it is not. The question is raised because the determination may impact the burden of proof and the standards to be applied to the substantive question of pay grade upgrades for four correctional job classifications.

II. RELEVANT CONTRACT and STATUTORY PROVISIONS

Among the relevant provisions of the parties' collective bargaining agreement, effective December 1, 2005 is the following:

> **EXHIBIT C**
> **INTEREST ARBITRATION**
> The County and Union agree to submit to interest arbitration, the following positions for review of the appropriateness of an upgrade:
>
> Correctional Officer
> ISO
> Correctional Sergeant
> Correctional Lieutenant

Also relevant are various sections of the Illinois Public Labor Relations Act, discussed below.

III. FACTUAL BACKGROUND

A. Negotiating History

The Union represents a broad unit of County employees, most of whom have the right to strike and are not subject to the interest arbitration provisions of the Illinois Public Labor Relations Act, 5 ICLS 315/1 et seq. However, employees in the four classifications in issue here – correctional officers, correctional sergeants, correctional lieutenants, and inmate service officers – are prohibited from striking and have recourse to the mediation and arbitration procedures outlined in Section 14 in the event of an impasse in collective bargaining. These correctional employees are employed by the Rock Island County Sheriff's Department and work at the County Jail and Annex.[2]

The parties' prior collective bargaining agreement expired November 30, 2005. The parties began negotiations for a new agreement in October 2005. The Union's chief spokesperson was Dino Leone; the County was represented by Michael Miller, Assistant State's Attorney, and County Board Member John Brandmeyer. During these negotiations, the Union proposed a one pay grade upgrade for approximately 25 job titles. The County agreed to upgrade 13 of these titles. As a compromise, the Union proposed that the County hire a consultant to review upgrades for individuals in 8 other titles, and the County agreed, as indicated by Exhibit B of the new agreement.[3]

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[2]The Sheriff's Department also includes employees in the titles of Deputy Sheriff Patrolman, Sergeant and Lieutenant, who are represented by the Illinois Fraternal Order of Police Labor Council.

[3]As a result of the consultant's review, all eight of these titles were upgraded.

As of January 18, 2006, the parties remained at odds over the Union's proposed upgrades for the four correctional job titles and the telecommunicator job titles, and over two non-economic issues. Towards the end of the day, the Union caucused and then proposed to withdraw the non-economic proposals if the County would agree to go to "interest arbitration" for review of the appropriateness of one pay grade upgrades for the Corrections titles. The County accepted this proposal, and the following language was added to the Agreement as Exhibit C: "The County and Union agree to submit to interest arbitration the following positions for review of the appropriateness of an upgrade" for the four correctional classifications.

According to the Union's chief spokesman, Dino Leone, he told the County on January 18, that if they would agree to "have an arbitrator just look at comparables and see if any of these individuals deserve at least one pay grade upgrade," the Union would limit its request to a single grade upgrade for each title. Leone testified that he used the term "interest arbitration" to distinguish the nature of the dispute from "grievance arbitration." At no time on January 18 did the parties discuss the impasse resolution procedures of the IPLRA.

To select arbitrators for grievance arbitrations, the parties usually request panels from the Federal Mediation and Conciliation Service, pursuant to the grievance procedure article of their contract (currently Article X). However, after the parties had met in one more unsuccessful effort to resolve the upgrade issues without resort to arbitration, Leone proposed that the parties select an arbitrator from the State Labor Relations Board arbitration roster. Leone testified that he made this suggestion because he believed the

process would be quicker. Miller at first opposed going to the SLRB, because, he testified, he was less familiar with that process, but a few days later, he agreed. Again there was no discussion of specific impasse resolution procedures under the IPLRA. The Union submitted a request on May 18, 2006, using the SLRB's standard "Demand for Compulsory Interest Arbitration" form. In several letters to Mr. Miller, Union counsel used a reference line referring to the "AFSCME Local 2025/Rock Island County Interest Arbitration." In a letter dated August 4, 2006, Union counsel asked Mr. Miller whether the County would agree for the parties to direct the arbitrator "to utilize the statutory factors set forth in Section 14(h) of the Illinois Labor Relations Act in making her decision." According to Mr. Miller, he did not become aware until the day of the hearing that the Union considered the proceeding to be something other than an interest arbitration.

At the hearing, the parties stipulated that the matter is before the Arbitrator pursuant to Exhibit C of the Agreement; that any upgrade in the four titles in question, if granted, will be retroactive to December 1, 2005; that the comparable counties to determine the resolution of the issues before the arbitrator are Champaign County, LaSalle County, Macon County, McLean County, Peoria County, Sangamon County and Tazewell County; and that the County is not claiming an inability to pay for the upgrades sought.

B. The Context of the Upgrades

Prior to 1991, pay plans and salary schedules were set by each County office holder and elected official for his or her own employees. In 1991, the County retained Long Associates to assist in the development of a comprehensive classification and

compensation system. One of the objectives of this process was to ensure that employees performing similar work would be compensated similarly. Long Associates conducted a study and issued a report recommending a pay and classification plan that was adopted by the County and implemented in 1993. The Long report placed each of the then-existing job titles in one of twenty-five pay grades. Correctional Officer was placed in pay grade 20, along with Deputy Clerk III, Lead Service Worker, Tradesworker II, and Telecommunicator. Corporal was placed in pay grade 23, along with Criminal Process Coordinator and Deferred Prosecution Coordinator. Sergeant was placed in pay grade 27, along with Senior Programmer/Analyst.

Sometime prior to 1999, the County's dispatch system was changed to an enhanced 911 system. The County trained its Telecommunicators on the new system, but this qualified them to work in the dispatch centers of surrounding municipalities, where the pay was higher, and the County found that many Telecommunicators would leave for better-paying jobs elsewhere, after receiving their training at the County's time and expense. As a result, the County sought a mid-contract upgrade for the Telecommunicators, from grade 20 to grade 26. The Union agreed to this upgrade, even though the County rejected its demand that the same upgrade be offered to the Correctional Officers, who had been ranked at the same grade by the Long study. The Telecommunicator job title was changed to Telecommunicator Corporal, and Telecommunicator Corporals were reclassified as Telecommunicator Sergeants, in pay grade 28. Thus, under the new structure, Telecommunicators are hired at pay grade 22, but at the end of a three-month probationary period, they advance to Telecommunicator Corporal, in pay grade 26, although the duties

of the Telecommunicator Corporals are those of the former Telecommunicators, and the duties of the pay grade Telecommunicator Sergeants are those of the former Corporals.

In subsequent negotiations, the Union has sought, with some success, to obtain upgrades for the corrections titles and others. As a result, in the contract that expired in November 2005, Correctional Officers had advanced to pay grade 23 (from pay grade 20 in 1993); Correctional Sergeants had advanced to pay grade 26 (from pay grade 23 in 1993, including a title change from Corporal to Sergeant without a change in duties); Correctional Lieutenants had advanced to pay grade 28 (from pay grade 26 in 1993, including a title change from Sergeant to Lieutenant without a change in duties); and Inmate Service Officers were in pay grade 26. Officers, ISOs and Staff Nurses (pay grade 27) report to Correctional Sergeants in pay grade 26, and Correctional Sergeants report to Correctional Lieutenants in pay grade 28.

Another change cited by the Union is that the County opened an Annex to the Jail in 2001. This increased the inmate capacity from 220 to 320. The number of posts to be staffed by correctional officers and supervised by sergeants and lieutenants increased from eight to eleven. The County added nine correctional officer positions to the Sheriff's Department but the number of Sergeants, Lieutenants and ISOs remained the same.

The parties dispute the nature of turnover among correctional employees. According to the Union of the 46 correctional officers who have left since 1999, only six retired or left involuntarily, while 26 went to law enforcement positions where they use the training and experience gained as a correctional officers. The County, on the other hand, asserts that because all but one who left voluntarily went to non-corrections position, a

higher salary would not have reduced that turnover.

As noted, the parties have agreed on the seven counties that should be considered comparable for the purpose of evaluating the appropriateness of the proposed upgrades. The County's standing within that group of comparable communities is discussed more fully below.

IV. DISCUSSION AND ANALYSIS

A. Applicability of the Section 14(h) Standards

Section 14 of the IPLRA sets out the statutory procedure for resolution of bargaining impasses involving public security employees, peace officers and fire fighters. In addition to a procedure for pre-arbitration mediation, which is waivable by the parties (see Employer's Exhibit 1, the ILRB Demand for Compulsory Interest Arbitration form), the Section specifies procedures for interest arbitration, including standards set forth in Section 14(h):

> (h) Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:
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> (1) The lawful authority of the employer.
> (2) Stipulations of the parties.
> (3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
> (4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
> (A) In public employment in comparable communities.
> (B) In private employment in comparable communities.
> (5) The average consumer prices for goods and services, commonly known as the cost of living.
> (6) The overall compensation presently received by the employees, including direct wage

> compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
> (7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
> (8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or in private employment.

It cannot be disputed that this proceeding is an "interest" arbitration as opposed to a "rights" or "grievance" arbitration. As the Elkouri treatise explains,

> Disputes as to rights comprehend the interpretation or application of laws, agreements, or customary practices, **whereas disputes as to interests involve the question of what shall be the basic terms and conditions of employment.**

Elkouri and Elkouri, *How Arbitration Works,* 108 (6th Ed., Ruben, ed.) Thus, whether an arbitration is an interest arbitration is not dependent on the procedural requirements of any particular statute. The parties correctly agreed, in Exhibit C, that they were going to submit the appropriateness of the upgrades to "interest arbitration."

However, simply identifying the nature of the proceeding does not answer whether and to what extent Section14 sets the standards that the arbitrator must follow here. From the outset, the parties have not hewn to the precise letter of Section 14: They did not invoke mediation as permitted under the Act, and the Union indicated on the Demand form (Employer Ex. 1) that mediation had been waived; they effectively waived a tri-partite panel, by failing to identify their appointed arbitrators at or before the commencement of the hearing; they never identified final offers other than rolling the Union's proposal into their contract as Exhibit C and, in effect, incorporating their "final offers" into their briefs as opposed to exchanging them as separate documents identified as such. Until the question

of Section 14(h) standards arose at the hearing, there was no objection from either side to this casual approach. Thus, although the parties selected the impartial arbitrator through the ILRB, they appear to have otherwise mutually agreed to waive the procedural requirements of Section 14.

There is specific evidence that this casual approach extended to waiving the formal standards of Section14(h): Several weeks before the hearing, the Union inquired as to whether the County would agree to instruct to the arbitrator to use the statutory factors, and so far as this record indicates, failed to get any response until shortly before to the hearing, by which time the Union took the position that Section 14(h) did not automatically apply. Such an inquiry have been unnecessary if the parties were operating under the requirements of Section 14(h). I therefore find that other than using the Demand form published by the ILRB, the parties waived the requirements of Section 14 for interest arbitrations conducted under the Act, and effectively agreed to a less formal process.

However, this does not mean that the standards of Section 14(h) are inapplicable to this proceeding. The Union contends that Exhibit C represents the parties' agreement that the standard to be applied, the "appropriateness" of an upgrade, is something different from the Section 14(h) factors. However, "appropriateness" is not a standard in and of itself – it must be measured against some guideline, but none has been specified by the parties.

In fact, the standards listed in Section 14(h) are the best guidelines to follow, because they mirror what might be deemed "arbitral common sense" in public sector interest arbitration. Public sector interest arbitration is a creation of statute and ordinance.

Where the State has determined that the public interest in uninterrupted delivery of services by a group of public employees warrants a prohibition against strikes by those employees, the interest arbitrator provides a mechanism (perhaps after mediation and/or fact-finding) for the resolution of impasses at the bargaining table. Statutes vary from state to state as to whether such arbitration awards are binding, advisory or something in between, but most statutes provide some guidelines for arbitrators to follow in deciding what contract terms should be, and those guidelines do not vary greatly. See Elkouri and Elkouri at 1369, fn. 131 and Chapter 22, Sections 8 and 9; compare ILRA Section 14(h) with Michigan Police and Firemen's Arbitration Act, Section 9, Mich. Comp. Laws § 423.239 (identical). Section 14 (h), like many similar statutes, incorporates factors that ordinarily motivate public sector parties in framing their proposals and reaching their final agreements, including the catch-all factor (8):

> Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or in private employment.

Moreover, Section 14(h) does not specify the weight the arbitrator must give each factor; the arbitrator (or arbitration panel) is required only to consider the factors "as applicable." The interest arbitrator's task is to try to determine what reasonable and informed negotiators in the public sector would have, and, occasionally, should have, settled on had they been able to reach agreement. The statutory guidelines are intended to insure that the interest arbitrator will achieve that goal, and thus are represent reasonable factors to consider in assessing the "appropriateness" of the upgrades at issue in this dispute.

B. The Appropriateness of an Upgrade for Each of the Corrections Titles

The substantive issues are whether each of the four enumerated corrections titles should be upgraded one pay grade. Of the eight factors listed in Section 14(h), the parties have stipulated that the employer is not asserting an inability to pay for the upgrades (factor (3)) and neither party questions the employer's authority to implement the upgrades if they are found appropriate in this proceeding, although the County notes that while it pays above average salaries and benefits, it is below average among the comparable counties "in terms of wealth and viability" (factor (1)).[4] Similarly, the parties have devoted little attention to factor (5), the cost of living, or to factor (7), "changes in any of the [enumerated factors] during the pendency of the arbitration proceedings." The parties' stipulations having been incorporated into our discussion already, our focus thus turns to the remaining factors - external comparisons (factor (4)) and other factors normally considered in collective bargaining (factor 8).

1. External comparisons (factor (4))

The County's correctional employees compare favorably to their counterparts in the comparable counties. In 2005, County Correctional Officers' starting salary, and at years 5, 10 and 15, ranked third among the comparison group, although their maximum salary

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[4]The County submitted a substantial amount of economic data (population, per capita income, median income, equalized assessed values, revenue per capita, revenue collected, home ownership and retail sales) about Rock Island County and the seven counties that parties have stipulated to be comparable to Rock Island County. The Union objects that these data is relevant for the purposes of Section 14(h) only to the selection of comparable communities or to a determination of the employer's financial ability to pay and should be disregarded, in light of the parties' stipulation. However, the detailed economic data may in proper cases be considered, even when comparable communities have been jointly designated, for such purposes as, e.g., to decide the weight to be given comparisons made or to understand the implications of the comparisons offered. In this case, it has been unnecessary to delve into the economic data behind the selection of the comparable counties.

ranked fourth. In a two-rank system, County Correctional Sergeants' starting salary ranked fourth among the comparison group, third at year 5, second at year 10, and third at year 15.County Lieutenants rank even higher among the comparable group when they are comparable to the highest rank in a three-rank system. These rankings would remain unchanged even without an upgrade for any of these titles. No comparison information was offered by either party for ISOs. The County also noted that the wage increase that would result from an upgrade in these titles would be over twice the percentage raises received among the comparable counties.

The County's average daily jail population ranks fourth among the comparable counties, while the total number of inmates per officer ranks fifth for first and second shift officers, and fourth for third shift, indicating that the workload of the County's corrections employees is within an appropriate range when measured against the comparable counties. Consideration of the County's correctional employees' holiday, vacation and personal time off benefits indicates that these County benefits considered overall rank among the best of the comparison group.

None of these external comparisons suggest that the upgrades for Correctional Officers, Sergeants, Lieutenants and/or ISOs are warranted. On the other hand, these data show also show that the upgrades requested would not substantially alter the County's rankings within the comparison group. Thus the external comparisons do not favor a finding that any of the proposed upgrades is either appropriate or inappropriate.

2. Internal comparisons and other traditional factors (factor (8))

Although comparison with other County employees is not a factor specifically mentioned in Section 14(h), it is certainly another factor "normally or traditionally taken into consideration" in negotiating wages and other conditions of employment in both the public and the private sector, and subject to consideration by the arbitrator under Section 14(h)(8). The Union contends that internal comparisons warrant an upgrade for each of the corrections titles. Although each title represents a separate issue, the analysis of each proposal is similar, so all will be discussed together.

The foundation of the Union's argument in favor of the upgrades is that the Long pay plan recognized that there were similarities in the work performed by the corresponding telecommunicator and corrections titles such that it was appropriate that individuals in those titles receive similar compensation. The Union contends that those similarities are no longer reflected in the current pay plan, and that there is a "clear need" for a pay grade catch up in each title to close these disparities. Thus, although Telecommunicators and Correctional Officers originally were both grade 20, Telecommunicator Corporals (with the same duties as the original Telecommunicators) are now in grade 26, while Correctional Officers are only in grade 23; Telecommunicator Corporals and Correctional Corporals originally were both grade 23, while Telecommunicator Sergeants (formerly Corporals) are now grade 28 and Correctional Sergeants (also formerly Corporals) are only grade 26. Although there is no Telecommunicator rank that corresponds to the Correctional Lieutenant (originally grade 27, now grade 28) nor to the Inmate Services Officer, the Union asserts that an upgrade is necessary in order to maintain the two paygrade

difference between the Correctional Sergeants and Lieutenants, and the three grade difference between Correctional Officers and ISOs.

However, the Long pay plan has been altered repeatedly and significantly since it was first implemented in 1993. Correctional Officers are now two grades above Deputy Clerk III and Tradesworker II, although they all were in the same pay grade in the Long Study. Correctional Sergeants (formerly Corporals) also are two pay grades above Deferred Prosecution Coordinator, although both were in the same pay grade in the Long Study. The Union is not seeking to "close the gap" among these titles at this time; instead, the upgrades sought would increase these disparities. The Union offers no reason why eliminating the disparities between telecommunicator titles and corrections titles justifies increasing the other disparities.

In fact, the disparity between telecommunicator titles and corrections titles reflects market forces that are also normally and traditionally considered in negotiating wages or setting them in arbitration. The parties' midterm agreement to upgrade the telecommunicator titles was a direct response to the higher wages being offered to these employees by other municipalities, who were successfully luring them away after the County had invested time and expense in their training. However, the parties disagree as to whether the need for upgrades is supported by turnover among Correctional Officers, another factor "normally or traditionally taken into consideration" in negotiations, mediation or fact-finding. (Excessive turnover, or wasted training costs, may also impact "the interests and welfare of the public," a factor to be considered under Section 14(h)(3).) Although the Union sought to portray Correctional Officers as subject to the same market

forces, few have left for other corrections positions – many moved to different career paths entirely. Different job content and working conditions, as well as higher salaries, may have motivated their departures, and it cannot be said that simply upgrading the Correctional Officer title would reduce this turnover. The record does not indicate that the County is in the position of training other municipalities' corrections employees, as it was with telecommunicators. The mere fact that telecommunicator turnover would be reduced by an increase in pay grade does not mean that Correctional Officer turnover compels the same response. In fact, the salary data indicates that compensation and benefits for the County's corrections employees already is reasonably competitive with compensation and benefits paid in the comparable counties, so market forces do not indicate that the upgrades are appropriate.

Another consideration cited by the Union that is a factor "normally or traditionally taken into consideration" in negotiations, mediation, or fact-finding, is increased workload for the corrections titles. As a result the opening of the Jail Annex in 2001, the inmate population increased by almost 30% and the number of posts to be covered increased by approximately 40%, while the number of Correctional Officers to do this work increased only 22%. Similarly, the same number of Sergeants and Lieutenants had to perform this increased workload, and each ISO's caseload increased over 45%.

The problem with the Union's position is that the workload increase occurred 5 years ago. Since then the parties have negotiated at least one contract, the contract that expired in 2005, and one wage reopener, the reopener for the second and third years of that contract, without modifying the Corrections employees' pay grades to reflect the increased

workload. While this factor does justify increased compensation, the corrections employees are receiving the general wage increase negotiated by the parties. However, looking at corrections officers in comparable counties, the workload of the County's Corrections Officers is at or below average, in terms of the number of inmates per officer on each shift. In light of all the other factors cited, the increased workload alone it not enough to render the upgrades sought appropriate at this time.

In addition, it should be noted that because the Union contends that upgrades for the Inmate Services Officer title and for the Corrections Lieutenants title are appropriate largely in order to maintain the appropriate relationship with the Corrections Officer and Corrections Sergeant pay grades, once it is found that an upgrade for the latter titles is not appropriate, there is little reason to find an upgrade for either ISOs or Corrections Lieutenants to be appropriate, either.

In sum, although I find that the parties agreed to and followed a less formal process than the interest arbitration procedures of Section 14 of the Illinois Public Labor Relations Act, the standards of Section 14(h) provide a sound standard against which to measure the "appropriateness" of the four upgrades sought by the Union. Considering the evidence presented against those standards, I find that the Union has failed to prove that any of the four upgrades sought is appropriate. For the contract effective December 1, 2005 to November 31, 2008, the pay grades for each of the following titles should remain as in the prior collective bargaining agreement, namely: Correctional Officer – Pay Grade 23; Inmate Services Officer – Pay Grade 26; Correctional Sergeant – Pay Grade 26; Correctional Lieutenant – Pay Grade 28.

AWARD

1. Although I find that the parties have agreed to and followed a less formal process than the interest arbitration procedures of Section 14 of the Illinois Public Labor Relations Act, the standards of Section 14(h) provide a sound standard against which to measure the "appropriateness" of each of the four upgrades sought by the Union.

2. Considering the evidence presented using against those standards, I find that the Union has failed to prove that any of the four upgrades sought is appropriate. For the contract effective December 1, 2005 to November 31, 2008, the pay grades for each of the following titles should remain as in the prior collective bargaining agreement, namely:

Correctional Officer	Pay Grade 23
Inmate Services Officer	Pay Grade 26
Correctional Sergeant	Pay Grade 26
Correctional Lieutenant	Pay Grade 28

3. The Arbitrator shall retain jurisdiction until April 15, 2007, in order to resolve any disputes arising out of implementation of this Award.

Respectfully submitted,

Lisa Salkovitz Kohn

February 9, 2007