

REVISED

**ILLINOIS LABOR RELATIONS BOARD
INTEREST ARBITRATION
BEFORE ARBITRATOR STEVEN BIERIG**

COUNTY OF COOK AND SHERIFF OF)	
COOK COUNTY (DCSI Day Reporting))	
)	
Employer)	
)	
and)	Case No. L-MA-09-002
)	
ILLINOIS FRATERNAL ORDER OF POLICE)	
LABOR COUNCIL,)	
)	
Union)	

The Arbitration of the above-captioned matter was heard on October 19, 2011 at 9:00 a.m. at the office of Querrey & Harrow, Ltd. Located at 175 W. Jackson, Suite 1600, Chicago, IL. 60604. At the arbitration, the parties stipulated to this Arbitrator's jurisdiction and authority in the above-captioned matter. The parties were given the opportunity to present evidence and arguments regarding the matter. The parties both orally presented their cases to the arbitrator.

This is an interest arbitration under authority of Section 14 of the Illinois Public Labor Relations Act (IPLRA). 5 ILCS 315/14. The purpose of this proceeding is to resolve remaining disputed issues between the Cook County Sheriff/County of Cook ("Employer/County") and Illinois FOP Labor Council ("Union") and determine the terms and conditions of a new collective bargaining agreement ("CBA") between the parties covering the Investigators in the Day Reporting Unit. The parties' prior CBA expired on November 30, 2008, but all terms and conditions continued in full force and effect while

the parties attempted to negotiate a successor CBA. The Day Reporting Unit of the Cook County Sheriff's office contains approximately seventeen members.

Issues

Initially the parties had the following issues in dispute:

For the Union: Section 4.4 New Training (economic); Section 14.1 Wage Rates (economic); Section 15.1 Designation of Holidays (economic); Section 17.3 Disability Leave (economic); Section 17.9 Bereavement Leave (economic); Section 18.3 Uniform Allowance (economic).

For the Employer: Residency Requirement; Section 8.5 Reduction in Work Force, Layoffs and Recalls (economic); Section 8.7 Family and Medical Leave Act (economic); Section 9.4 Military Leave (non-economic); Section 12.4 Sub-Contracting (economic); Section 13.4 Overtime Policy and Procedures (economic); Section 17.2 Sick Leave (non-economic); Section 17.8 Insurance Opt-Out (economic); Section 18.2 Personal Days (non-economic); Section 18.4 Travel Reimbursement (economic); Wages (economic)

The parties were able to discuss the open issues and agreed to withdraw all but the following items: wages, Union issue Section 17.9 Bereavement Leave and Employer issue Section 17.8 Insurance Opt-Out. The positions of each of the parties are as follows:

Wages

Union:

Effective December 1, 2008	2.00%
Effective December 1, 2009	1.50%
Effective December 1, 2010	2.00%
Effective December 1, 2011	2.00%
Effective June 1, 2012	1.00%
Total	8.50%

The Union also requests a 2% wage adjustment in addition to these wage increases.

Employer:

Effective June 1, 2009	1.00%
Effective June 1, 2010	1.00%
Effective December 1, 2010	0.50%
Effective June 1, 2011	1.50%
Effective December 1, 2011	2.00%
Effective June 1, 2012	2.50%

Section 17.9 Bereavement Leave

Union Offer

- A. Excused leave with pay will be granted for three (3) days, if the employee must travel one hundred and fifty (150) miles or more from 118 N. Clark St., Chicago, IL. 60602 five (5) days, to an employee for the funeral of a member of the employee's immediate family or household. For purposes of this Section, an employee's immediate family includes mother, father, (including in-laws) husband, wife, child (including step, foster, adopted), brothers, sisters, grandchildren, grandparents, or such persons who have reared the employee.
- B. Leave requested to attend the funeral for someone other than a member of an employees immediate family nor household may be granted, but time so used shall be deducted from the accumulated vacation, personal leave or compensatory time due of the employee making the request.

Employer

Leave as status quo¹.

Section 17.8 Insurance Opt-Out

Employer

The Employer agrees to pay \$800.00 per year to eligible employees who opt-out of the Employer's health benefit program. The \$800.00 will be paid in one lump sum at the beginning of each fiscal year. Prior to opting-out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program. Covered employees may not opt-out if their spouse or domestic partner is also a County employee.

Union

¹ The employer requests that if the arbitrator accepts the Union's proposal on this issue, that the arbitrator include language that the 150 miles is calculated from the Cook County Central Office, 118 N. Clark St., Chicago, IL. 60602.

Leave as status quo.

Analysis

Section 14(h) of the IPLRA lists the following factors for consideration in interest arbitration:

- (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.

Each of these factors are to be considered by the arbitrator when determining what the appropriate award will be. However, depending on the facts and

circumstances of the case, certain factors may be given more weight than others. The two primary factors at issue in this case are the interests and welfare of the public and the financial ability of the government to meet those costs as well as the internal comparison of wages, hours and conditions of employment of employees performing similar duties within the County. As has already been discussed at length by other arbitrators and economists, the economy is in bad condition and is having a very difficult time recovering from the recession. The economy has impacted public employers especially hard and has resulted in thousands of layoffs and other reductions in order for the public employers to meet their budgets. The County has not been immune from the impact of the recession and is currently facing a significant budget deficit for the upcoming year. Therefore, the County's ability to pay these wages is a significant factor for this Arbitrator.

As far as internal comparables are concerned, as has been discussed by prior arbitrators, Cook County is a unique animal in terms of its size, income, staff, and structure and there are no other counties in the state quite like it.² Therefore, historically, arbitrators have generally compared the wage patterns between the different sworn County units. In this case, there are two competing wage patterns established by two different interest arbitrators that have been issued for the Employer's sworn units recently.

The patterns established by each arbitrator are as follows:

<u>Benn Award</u>		<u>Nathan Award</u>	
Effective December 1, 2008	2.00%	Effective June 1, 2009	1.00%
Effective December 1, 2009	1.50%	Effective June 1, 2010	1.00%

² There have been arguments made and relied upon recently that compare Will County to Cook County, but such a comparison is not necessary here.

Effective December 1, 2010	2.00%	Effective December 1, 2010	0.50%
Effective December 1, 2011	2.00%	Effective June 1, 2011	1.50%
Effective June 1, 2012	1.00%	Effective December 1, 2011	2.00%
Total	8.50%	Effective June 1, 2012	2.50%
		Total	8.50%

The Union requests that I follow the Benn pattern and the County requests that I follow the Nathan pattern. Both patterns result in a net wage increase of 8.5% over the term of the contract; the difference is that the Nathan award is back-loaded to reduce the amount of back-pay. In light of the current economic crisis and the County's assertions that it cannot afford the extensive amounts of back-pay awarded by Benn, I select the Employer's (Nathan) wage pattern.

The Union has also requested an additional 2% wage adjustment, which the Union contends the Electronic Monitoring and Fugitive Units both received. The Union contends that the Day Reporting Unit is similar to the Electronic Monitoring and Fugitive Units in their duties and responsibilities, and therefore deserve the same 2% wage adjustment that the Electronic Monitoring and Fugitive Units received in prior interest arbitrations. The Employer contends that the Day Reporting Unit has different duties and responsibilities than the Electronic Monitoring and Fugitive Units and therefore, should not be granted the additional 2% wage adjustment. Without addressing the merits of both parties' arguments, I am going to reject the 2% wage adjustment due to the current economic climate³.

³ My holding does not preclude the Union from again making an argument for a wage adjustment in future negotiations. My award should not be read to have any bearing on either party's arguments on the merits of the request for the wage adjustment.

Finally, as far as the non-economic proposals are concerned, I accept the Union's request for a change in the bereavement leave provision. I also accept the Village's proposal to changes the insurance opt-out provision.

Award

1. The Joint Employer's proposal for wages is selected.
2. The Union's proposal for bereavement leave is selected.
3. The Joint Employer's proposal for Insurance Opt-out is selected.

Respectfully submitted,

**Steven
Bierig**

Digitally signed by Steven Bierig
DN: cn=Steven Bierig, o=
Attorney-Arbitrator-Mediator,
email=arb38@comcast.net, c=US
Date: 2012.01.13 17:41:21 -0500

Steven Bierig
Neutral Arbitrator
Dated: January 13, 2012