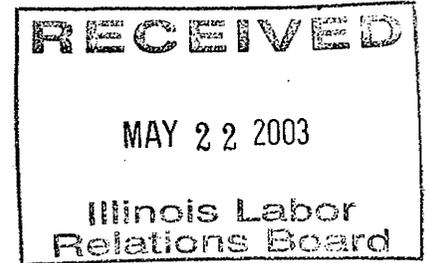


**ILRB
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**BEFORE
JAMES R. COX
ARBITRATOR**



**COOK COUNTY
SECURITY SERGEANT UNIT
STROGER HOSPITAL**

**INTEREST ARBITRATION
2001-2003 LABOR AGREEMENT
HOSPITAL SECURITY SERGEANT UNIT**

and

**METROPOLITAN ALLIANCE OF POLICE
CHAPTER 270**

DECISION AND AWARD

The Hearing in this Interest Arbitration was conducted by the Arbitrator January 17, 2003 in accordance with Section 14 of the Illinois Public Relations Act and Section 1230.80(a) of the Illinois Labor Relations Boards Rules. Attorney Joe Mazzone represented the Union while the Cook County case was presented by Assistant State's Attorneys Helen Kim, Lynn Train and Gena Calabro.

Relevant statutory provisions considered by the Arbitrator in making his determination include the interest and welfare of the public and the financial ability of the County to meet those needs, a comparison of wages, hours and working conditions of Unit employees compared with others performing similar services in public and private employment in comparable communities, the consumer price index, unit employee's overall compensation, changes in circumstances since the last negotiations as well as factors normally taken into consideration in Interest Arbitration.

The matter is properly before the Arbitrator. Following the close of the Hearing, and their receipt of the Transcript, the Parties submitted Post-Hearing Briefs postmarked April 11, 2003.

The Unit is presently composed of ten Sergeants who work at the John H. Stroger, Jr. Hospital of Cook County, an 464 in-patient bed facility which opened in fall 2002. Stroger is equipped to handle about 155,000 visits each year.

During their collective bargaining negotiations the Parties had reached agreement on all but four economic issues – Wages, Shift Differential, Acting Watch Commander pay, and Uniform Allowance.

UNIFORM ALLOWANCE

Section 16.1 reads:

“Effective fiscal year 2000, employees covered by the terms of this Agreement shall receive \$650 (Six Hundred Fifty Dollars) as uniform allowance per Fiscal Year. The uniform allowance shall be paid to the individual employees during the first pay period in December.

Upon retirement or separation from employment for other than just cause, the employee may be required to repay up to 75% of the uniform allowance by dividing the allowance by 12 months. If the employee has served in a pay status for a minimum of six months of the Fiscal Year, no repayment shall be required.”

MAP seeks to have the allowance increased \$50 effective the third year of the Agreement. The County would maintain the status quo. The Union proposes a new second paragraph which would eliminate the pay back and provide, *“In the event any other Stroger Hospital or Oak Forest Hospital Union Members receive any increase, by agreement or arbitration, in this benefit over the above level, then the Metropolitan Alliance of Police, Cook County Hospital Sergeants, Chapter 270, shall receive the same increase.”*

As of the first year of the 1995 Agreement, the allowance was \$600. During the last negotiations, effective December 1, 1998, it was increased to \$650. The basic premise for the Union’s contention that there should be an increase is that, since 1998, there have been price increases in uniforms that justify the additional \$50. There is no evidence that any changes in uniform dress have been instituted which would justify the increase.

The County identifies 11 Cook County Law Enforcement Collective Bargaining Units including this Unit. Most were considered *comparables* by either the County or MAP in their presentations on this or other issues. A January 2003 analysis shows annual uniform allowances of \$650 for the employees in each of those Units. Of the 11 Units, there are 8 where the uniform allowance issue remained subject to negotiation at the time of this Hearing.

Beside Section 16, there are two provisions of the Collective Bargaining Agreement that relate to uniforms. In a Side Letter, the County agreed to (1) compensate employees for damaged and personal items lost and/or affected in the course of an employee’s professional duties and stated that (2) they would not change the style of accessories or uniforms required of employees during the term of the Collective Bargaining Agreement. The Parties have agreed to carry over these provisions into the new Agreement effective December 1, 2001.

In comparing the conditions of uniform allowance among County Law Enforcement Units, I note that the Deputy Sheriff Unit has had a uniform allowance in effect since at least December 1, 1998 which is paid in October of each year to those Deputy Sheriffs required to wear a uniform. In the Cook County Hospital Security Officers’ Unit – the Cook County Patrol

Officers – the County provides all newly hired employees with new uniforms and, thereafter, pays a clothing allowance of \$650 annually in two equal installments, April and October. Oak Forest Hospital Police Officers also are covered by contract language under which the County agrees to provide newly hired employees with uniforms. They receive a clothing allowance of \$650 per year and are specifically responsible for the care, cleaning and maintenance of all uniforms and equipment. Neither of these three contracts have any requirement, like the one for the Unit before me, that requires employees to repay a percentage of any uniform allowance received if they leave before completing six months of service in that Fiscal Year. Security Sergeants at the Oak Forest Hospital Unit receive a uniform allowance in the amount of \$650 under language very similar to the language that covers the Sergeants in the Contract before me.

AWARD

The determination on this issue is based solely on the evidence of justifiable need for the additional dollars. While I recognize the Union argument that the current allowance has been in effect more than five years, there is (1) no evidence of how much uniform prices have increased over that period or (2) no evidence of how much of the allowance is required to keep uniform appearances up to the standards required by the County. We do not know how much employees are spending for the uniforms. We do not have any basis to judge the extent to which the uniform allowance is spent on duty clothing or whether the current level is inadequate.

The final position of the County is the most reasonable.

SHIFT DIFFERENTIAL

Under the prior Agreement, Shift Differential Language provided *“a premium of \$1.00 per hour for all hours worked between 3 p.m. and 7 a.m. In addition, employees working a 12 midnight to 8 a.m. shift shall receive differential for the last hour worked as long as they remain incumbents of that shift.”*

While the County would maintain the status quo on this issue, the Union seeks a \$.50 per hour increase in the differential making that supplemental payment \$1.50 per hour. The \$1.00 per hour shift differential became a part of Unit compensation in 1995.

As in the proposed Uniform Allowance wording, their proposal on this issue also contains a “Me, too” clause - *“In the event any other Stroger Hospital or Oak Forest Hospital Union Members receive any increase, by agreement or arbitration, in this benefit over the above level, then the Metropolitan Alliance of Police, Cook County Hospital Sergeants, Chapter 270, shall receive the same increase.”*

The most critical factor in evaluating this issue is that Shift Differentials are not commonly found in Law Enforcement Labor Agreements. Even putting aside the question of comparability, there are none provided in any Cook County Law Enforcement Units other than in the Hospital Units at Oak Forest and Stroger. There are shift premium pay provisions in some other County Unit that are clearly not comparables.

Examining contracts in Non-Law Enforcement Cook County Bargaining Units, we find a shift differential of \$.65 per hour in five Units, \$.80 per hour in 2 Units, and as high as \$2.50 per hour in a Registered Nurse Unit. It is commonly recognized that, due to a shortage of Nurses and difficulty in staffing desirable shifts, there have been substantial compensation changes unique to that classification. The Union introduced a Licensed Practical Nurse Association Contract with

the County which has a \$1.25 per hour premium for afternoons and a \$1.75 premium for midnights¹. In addition, there is a \$1.50 per hour premium for weekend work.

Considering external comparable data disclosed in a July 2002 Survey², we find Hospital Security Personnel in the Chicagoland area receive different levels of shift differentials depending on the shift they work – generally 3 p.m. to 11 p.m. or 11 p.m. to 7 a.m. The average differential paid for the afternoon shift in the Central City is \$.50 per hour with a slightly higher \$.54 per hour paid for midnights. There is an average \$.93 per hour differential over the entire area with a median of \$.85 per hour.

The County points out that Arbitrator Peter Meyers, in an August 2000 Decision involving Public Safety Officers at Oak Forest Hospital, addressed an identical demand. In that Award, finding that data from external comparables showed the Union's proposed differential to be significantly greater than the highest differential among comparables, Meyers found that there was no support either in comparability data or from other statutory factors for the \$.50 an hour increase sought by the Union.

AWARD

Even considering all the units argued to be comparables by Cook County and MAP, both external and internal, except for the nurses there is no basis among other any Unit, Law Enforcement or otherwise, for any increase in present shift differential levels. The Union has already negotiated this Unit's differential upwards to the point where it ranks among the top rank of differentials Security Officers receive in area Hospitals. The differential sought by the Union in these negotiations would place Stroger Sergeants significantly above the differentials paid Security Personnel in other Chicagoland Hospitals.

The fact that the County pays certain nurse classifications higher differentials does not warrant ignoring the great number of comparable hospital units where the differential is much less. There is no shift differential in any other Law Enforcement Unit except the County Hospital Units. There is no reason to create a greater disparity between Cook County Hospital Units and Hospital Security employees in external comparables. Considering the various statutory factors, I find the County's final proposal to be the most reasonable. The present shift differential language shall remain in effect.

ACTING WATCH COMMANDER COMPENSATION

The Union proposes a new Contract provision that would provide additional compensation to Sergeants when they work a shift as Acting Watch Commander.

Section 13.3 Acting Watch Commander Pay.

A Sergeant who is acting as Shift Commander shall be compensated at the rate of one hour at the affected Sergeant's overtime pay for every shift worked as Acting Shift Commander. Said Watch Commander pay shall be pensionable.

The County would maintain the status quo.

¹ According to the evidence some LPNs have an even higher shift premium.

² The Metropolitan Chicago Healthcare Council conducts surveys twice yearly. Results of the survey are relied upon by the County in their presentation of the Wage and Shift Differential issues.

According to the Union presentation, there are between two and six times each week when a Sergeant is asked to act as a Watch Commander for a shift. That responsibility is usually filled by a Lieutenant but, from time to time, the Lieutenant is unavailable. The Sergeant may fill in when the Lieutenant is off sick, on a Holiday or absent for other reasons. The Union anticipates, because of a prospective retirement of a Lieutenant, Sergeants will be required to fill in and act as Watch Commanders even more frequently. There was no showing of the extent to which, if at all, there has been any increase of those assignments within the Unit during past contract terms.

Acting as a Watch Commander is a secondary function of the classification. According to a General Order, responsibilities of Sergeants are to “*assume the duties of Watch Commander when the Watch Commander is absent due to any cause. Lieutenant duties are the same as the Watch Commander.*” There is no evidence before me of how long this particular element has been in the Sergeant’s Job Description. The County argues that not only have these duties been specified in the job description for some time but there is no evidence of any change in circumstances to warrant the type of temporary assignment pay sought here.

Again, according to the evidence, no Sergeant in other County Law Enforcement Unit or in a County non-Law Enforcement Unit receives a premium for short-term performance of the duties of a Supervisor in an acting capacity.

A review of ten Cook County Law Enforcement Units shows that none provide for Acting-Up/Watch Commander pay. In addition to Units represented by MAP, Sergeants are covered by Contracts in the AFSCME Sergeants Police Unit, the FOP Lodge 916 Deputy Sergeant Unit, and the AFSCME Correctional Sergeants' Unit.

There has been partial recognition of the MAP position. Although not incorporated into the Contract or made part of any General Order, a former Chief of Security had implemented a Departmental Practice of paying the Sergeants an extra hour of pay as compensation when required to complete extra paperwork in the course of performing the duties of the Watch Commander. According to a County statement in the Record, this is a benefit Sergeants are currently receiving.

AWARD

Based on the evidence reviewed above, I find the Cook County final position of this issue to be the most reasonable.

WAGES

Under the final wage proposal of the Employer, minimum and maximum hourly rates would increase as indicated in the representative steps shown below:

<u>Effective Date</u>	<u>Minimum Step 1</u>	<u>Minimum Step 5</u>	<u>After 1 yr at max & 5 yrs svc</u>	<u>After 1 yr at 1st longevity 10 yrs svc</u>	<u>After 1 yr at 3rd longevity 20 yrs svc</u>
<u>December 1, 2001</u>	Current Rates continue.				
June 1, 2002 2% Bonus	Lump sum bonus calculated on earnings from December 1, 2001 to May 31, 2002.				
June 1, 2002 (2.5%)	\$15.26	\$18.47	\$19.42	\$20.19	\$21.21

December 1, 2002 ³ (2%)	\$15.56	\$18.84	\$19.81	\$20.60	\$21.63
June 1, 2003 (1%)	\$15.72	\$19.03	\$20.01	\$20.85	\$21.85
December 1, 2003 (3%)	\$16.19	\$19.60	\$20.61	\$21.43	\$22.50
<u>Current wages</u>	\$14.89	\$18.02	\$18.95	\$19.70	\$20.69
Retro hourly bonus effect ⁴	.30	.36	.38	.39	.41
Equivalent rate for six months	15.19	18.38	19.13	20.09	21.10

Under the Union's final wage proposal:

<u>Effective Date</u>	<u>Min at Step 1</u>	<u>After 1 yr Min at Step 5</u>	<u>After 1 yr at max & 5 yrs svc</u>	<u>After 1 yr at 1st long & 10 yrs svc</u>	<u>at 3rd long & 20 yrs svc</u>
December 1, 2001 (4%)	\$15.48	\$18.74	\$19.71	\$20.50	\$21.52
December 1, 2002 (3.5%)	\$16.02	\$19.40	\$20.40	\$21.21	\$22.27
December 1, 2003 (3.5%)	\$16.58	\$20.07	\$21.11	\$21.96	\$23.05

Differences in the two proposals are not only in wage rate levels. The Union final position would increase earnings about 2.1% over term above the raise proposed by the County. The lump sum feature of the County offer loses impact here because of the delay in reaching agreement. What was intended to be *up front money* has become only a lump sum retroactive payment. While an employee receives a significant amount of money for a special purchase or investment in the form of what could be considered forced savings (about \$394.00⁵ if the employee had 5 years service), he loses the compounding effect of spreading this sum into the wage rates. In any event, the basic question here is whether the true comparatives justify the higher MAP wage proposal.

The Union argues that they should be paid more than the final offer of the County because those in other Law Enforcement Positions within Cook County are better paid. Their proposal, they assert, would bring this Unit closer to wages enjoyed by other County Sergeants in Law Enforcement Units. The evidence, however, shows that the only comparable unit within the County is the Sergeants Units at Oak Forest Hospital and that present wages substantially exceed those paid to comparables in other Hospital Security Units in Chicagoland.

Comparable Units

In an Interest Award issued January 4, 2001, I made a wage determination for the Cook County Hospital Security Officers Unit which is composed of Security Police Aides and Hospital Security Officer I employees. Those in this Unit are supervised by the Hospital Sergeants. In that case, the Union Representative maintained that Hospital Security Officers, primarily because they had Law Enforcement responsibilities, should receive compensation equivalent to certain other Officers who work for the County in other Units – their focus was on the Sheriff's Police and Forest Preserve Police Officers. I rejected their contention.

³ The second year of the Contract, there would be two increases. A 2% wage increase the first full pay period after December 1, 2002, and a 1% increase effective the first full pay period after June 1, 2003. During the third year of the Contract, there would be a 3% wage increase effective December 1, 2003.

⁴ The June bonus would, if an employee had received full earnings during the first six months of the Contract, retroactively provide the equivalent of the cents per hour for each hour worked during that period as shown.

⁵ That sum invested at three years would have brought only been worth only \$431.00 if invested for three years at 3%.

Both Sergeants and Hospital Security Officers in the Hospitals work in a totally different environment than Officers assigned to other Cook County Law Enforcement Units. They are not on the street, their policing environment is different and they do not regularly interact with criminals. Their arrest authority does not extend beyond the facilities and duty time. There is not much arrest activity – an average of only about four arrests a month in the entire unit. Officers such as those working in the Department of Corrections⁶ and even in the Department of Community Supervision and Intervention deal almost exclusively with those involved in crime. Compared to Officers servicing the Courts, there is little contact with criminals or exposure to danger – actual or alleged – in the Hospital. I found a clear difference, from a law enforcement perspective, between the work performed in this Unit and the duties County Law Enforcement Officers have in other Units.

As the Union stressed, there are a wide variety of patients and visitors to Stroger that the Sergeants monitor. There are control problems arising from, among other things, delays in receiving treatment in a stressful situation. However, arrests by Hospital Security Officers at Cook County have been predominately for theft during the years 2000, 2001 and 2002. There were arrest totals of 47, 39, and 43 respectively each of these years. Annual drug related arrests over the same period totaled 3, 8 and 10. The nature of the work – from a law enforcement level perspective - is much less intensive than in other County Law Enforcement Units.

The closest comparables are the Oak Forest Unit and several external comparables in Chicagoland.

External Comparables

Security personnel in the Stroger Hospital Unit are in a very favorable pay position compared with those performing the same type of work for private hospitals within the Chicagoland area.

Statistics offered by the County show, among reporting Hospitals with 350 to 499 beds in the Chicagoland area, Stroger Hospital Sergeants have the highest pay rate among Hospital Security Officer Units. Hospital Sergeants at Stroger earn a minimum rate of \$14.89 currently, a maximum of \$20.69 and an average actually paid of \$19.90. Across the Districts, the next highest average is paid in the South Suburbs - \$14.34 per hour. Even when considering reporting Hospitals with 500 plus beds, the highest average hourly rate being paid is in the West Suburbs at \$14.82. The Comparative Compensation Survey contains information effective July 1, 2002, and was conducted by the Metropolitan Chicago Health Care Council Human Resource Services.

MAP also draws my attention to certain rates paid outside Illinois for what they argue is also comparable work in a Hospital setting.

The Union introduced comparables of Security Force pay at other Hospitals in several Out of State Counties, including Dallas County, Miami-Dade County and Nassau County. Five Sergeants in the Security Force of 100 at Dallas County's Parkland Hospital have a top pay of \$28.44 earning \$59,155 per year.² Comparable figures for Jackson Memorial Hospital in Miami-Dade County for their six Security Supervisors shows they receive a top pay of \$24.59 per hour with a start rate of \$14.65 per hour. In Nassau County, the start pay for the eight Sergeants is \$40,872 with a \$54,832 top. Obviously these locations are far from the area within which Stroger

⁶ Officers in the Department of Corrections monitor activities of more than 6000 offenders.

⁷ With the Cook County Proposal, the maximum pay in the Stroger Unit would be \$22.50 or about \$46,800 per year.

recruits and we do not know how long it takes to reach the top. I do not find them to be properly within an appropriate comparable group.

The Union asserts that the Arbitrator should determine not only that their proposed wage increase is more reasonable than the County last offer under the statutory factors but that I should consider that the County proposal departs from the practice of continual annual increases and, in their view, does not provide true retroactivity. However, there is nothing in the Statute that limits the parties from proposing different approaches to compensation. I do not find here that the method by which the County proposes to increase wage rates is improper or even a unique approach to wage determination in collective bargaining although it may not have been previously used.

According to the record, as of the date of the Arbitration Hearing, of 13 Law Enforcement Units in Cook County, only two have settled. In each case, the AFSCME Units of Correctional Sergeants and Police Officer Sergeants agreed to the same County Wage proposal which being made to this Unit. AFSCME has 12 Collective Bargaining Agreements with the County, all of which have agreed to the pattern of increases proposed here. In addition, Operating Engineers Local 150 has is following that pattern, as well as Teamster's Local 714, the LPNs in 11 Collective Bargaining Agreements, Local 73 of the SEIU and two Chicago Topographers Local 16 Units.

AWARD

There is nothing in the Statute that restricts lump sum settlements or the structure of the proposal offered by the County. Such a feature was popular in the private sector for a time during the 1980s. As MAP stresses, there is an adverse consequence in that employees are deprived of the compounding benefit for the future and do not received the pension calculation benefit that results when an increase is built into wage rates.

Applying statutory factors to the two proposals, I find the County final proposal to be the most reasonable principally because of the lower wages in the external comparables. This increase will maintain the relatively superior position of the Sergeants in the Stroger Unit among Sergeants in other Chicagoland area Bargaining Units.

James R. Cox
Arbitrator

Issued this 9th day of May 2003.