

**BEFORE
JAMES R. COX
ARBITRATOR**

**COUNTY OF COOK
OAK FOREST HOSPITAL FACILITY**

and

**L-MA-02-00
2002 TO 2004 CONTRACT
HOSPITAL SECURITY UNIT**

**METROPOLITAN ALLIANCE OF POLICE
OAK FOREST PUBLIC SAFETY OFFICERS
CHAPTER 57**

DECISION AND AWARD

The Hearing in this Interest Arbitration was conducted by the Arbitrator March 20, 2003 in the Richard J. Daley Center in Chicago, Illinois. Attorney Joseph Mazzone presented the Union case and Cook County was represented by Assistant State's Attorney Helen Kim. Each Representative filed a Post-Hearing Brief which I received in early July.

The Arbitrator conducted this Arbitration in accordance with Section 14(c) of the Public Labor Relations Act and Section 1230.80(a) of Illinois Labor Relations Board Rules. The Parties elected to present this case to a single-person Arbitration panel and have stipulated to the Arbitrator's jurisdiction. The requirement of Section 1230.90(a) of Illinois Labor Relations Board Rules with respect to the commencement of the Hearing following appointment of the Panel Chairman has been waived. There are no questions of timeliness.

Preliminary to their presentation of evidence both the Union and Cook County acquainted the Arbitrator with the nature and scope of Security operations in this Oak Forest Hospital Bargaining Unit. The Parties last Collective Bargaining expired November 30, 2001.

WAGES

The Union final offer on wages would provide across the board increases of 4% December 1, 2001, 3.5% December 1, 2002 and 3.5% December 1, 2003.

The County wage proposal provides a one-time lump sum bonus of 2% of wages earned from December 1, 2001 through May 31, 2002. The bonus was to have been paid June 1, 2002. In addition to the bonus, the County offer is a 2.5% increase effective the first full pay period after June 1, 2002, a 2% increase effective the first full pay period after December 1, 2002, a 1% increase the first full pay period after June 1, 2003 and a 3% increase effective the first full pay

period after December 1, 2003. I have analyzed the principal differences between these two proposals in the Award issued in the Stronger Security Sergeant Unit case in May 2003¹.

The Union contends that their position is more reasonable than the County's since, as they view it, the County offer has the effect of removing six months of an otherwise retroactive wage increase from Officers wages and substituting a one-time lump sum bonus for the period December 1, 2001 through May 31, 2002. The Union costs their offer at 11% over three years and computes the County's proposal as 8.5% - a compounded increase - which when the 2% bonus is added, totals 10.5%. The Union argues that were their demand accepted, top paid Officers in this Unit would, at the end of the Contract, be receiving almost \$2000.00 more than under the County's proposal. They assert that the top rated Officer would, as of December 1, 2003, be earning \$44,094.44 according to their proposed Schedule for Officers and that, under the County proposal, that person would be paid \$42,032.69.

MAP Attorney Joseph Mazzone pointed to two principal Union concerns- "... *the retroactive pay and then we have the less than annual increments for wage increases which will save the County lots of money by being able to hold onto it for that six month period of time.*"

The County makes the same wage proposal here that they have made in each negotiation this Contract cycle. AFSCME represented units have accepted that proposed wage increase in 12 non Law Enforcement Units as has Local 150 for an Engineering and Technical Group. The County wage proposal is also in effect in two Teamster represented Units – the Chief Judge Social Case Workers Group and the Chief Judge / Psychologists Group as well as in a Licensed Practical Nurse Unit, a Unit of Registered Nurses, in Collective Bargaining Agreements between the Board of Health and Local 73 and in several other Local 73 Collective Bargaining Contracts covering employees at the Recorder of Deeds, Treasurer, County Clerk, and certain Sheriff Groups. Moreover this County proposal on wages has also been accepted by the Chicago Topographical Union, Local 16, which has two Collective Bargaining Agreements – Cook County Central Services and the Print Shop at the Sheriff's Office. As of the date of the Hearing in this case, two law enforcement units had also accepted this wage proposal – Department of Corrections Sergeants and the Sheriff Police Officer Sergeants, both Units are represented by other Unions.² Arbitrator Yaffe has adopted the County wage position in his April 2003 Award for the Cook County Sheriff Police Unit. It is especially relevant that, in my May 2003 Award in the Stroger Hospital Sergeants Unit, I ruled that this County Wage Proposal was more reasonable than the Wages sought by the Union.

As Arbitrators have noted in other Awards involving Units at the two County Hospital facilities, since at least 1985, the same percentage increases in wages have been applied in both the Oak Forest Security Officers and Sergeants and the Cook County Hospital Security Officers and Sergeants Units. While we know that the same percentage increases have historically been applied

¹ "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 he loses the compounding effect of spreading this sum into the wage rates. In any event, the basic question here is whether the Illinois comparatives support the higher MAP wage proposal".

² As MAP notes, this Agreement contained a "me too" condition.

to both Units, we do not know from testimony or prior Awards whether the rates at Oak Forest have been found to reflect the additional firefighting responsibilities in that Unit. No evidence was presented as to the differences in rates which have resulted from the application of percentage increases over this period

The represented Employees here are in the Hospital Security Officer I Classification. There are 26 budgeted positions for these Oak Forest Public Safety Officers who perform a variety of duties including foot patrol, motorized patrol, emergency response, traffic control as well as first response fire extinguishing duties.

The Union asserts that various similar sized large City/County Hospitals are the only truly comparable Units. Each Unit they identify is each outside the State of Illinois. Hospital Security Unit Wage Data from hospitals in New York, Alabama, California, Wisconsin, Texas, Massachusetts, and South Carolina was provided. None of these Units was shown to have firefighting responsibilities. In any event, just the lack of geographical proximity as well as job market differences makes wages in such Units irrelevant to the determination here.

The County has submitted comparisons of Hospital Security Officers wages in each of five Chicagoland Districts surveyed. There is insufficient evidence for me to find that the personnel in these comparatives are not sworn officers as the Union suggests or that they do not perform the basic security duties which are a part of Oak Forest Officer responsibilities in a Hospital setting. There is no evidence that they perform fire suppression activities.

The mean averages for non County Hospital based Officers in all Chicagoland Districts show a minimum rate of \$10.25, a \$15.11 maximum and an average actually paid of \$12.23. When comparative data is shown for hospitals with over 500 beds, the aforementioned rates, minimums, maximums and average actually paid are higher and become \$11.20, \$16.68, and \$13.13. We do not know what the wage increases in the other Hospital Units were this year.

At Oak Forest, Officer wages currently range from a minimum of \$13.38 to a maximum of \$18.58. Their average rate paid is \$16.70. There is no showing that any of the Officers at Chicagoland hospitals surveyed have anywhere near the patrol responsibilities for the number of people, the number of buildings and acreage - as do Oak Forest Hospital Public Safety Officers. Many of the buildings on this campus do not have elevators and Officers are trained in emergency evacuation including the removal of patients on wheelchairs using stairwells. Licensed beds at Oak Forest Hospital number close to a 1000 and there are more than 1600 Employees working in and about the 56 buildings of the 340 acre campus. According to the evidence there are about 2000 people, excluding registry employees and physicians, at Oak Forest. Most importantly, the evidence is that none of the comparables, including those Officers at the Chicagoland hospitals surveyed, have any firefighting responsibilities. The rates in this Unit are understandably higher than the comparables considering these factors.

The evidence presented in this Arbitration does establish that work in the Oak Forest Unit is different than at Stroger because of the Firefighting factor discussed further in the Specialty Pay Section of this Award. Since there are no comparables where firefighting is an integral part of job duties, on the basis of the evidence presented, the Arbitrator cannot make any determination of what the wage differential, if any, should be for Oak Forest Officers because of the additional firefighting responsibilities. The Union's Specialty Pay proposal is the first made to the Arbitrator's knowledge since the advent of the Union at Oak Forest.

MAP seeks to rectify what they see as a failure to recognize firefighting responsibilities of Oak Forest Officers, not by the general wage increase sought, but by proposing Firefighter Specialty Pay, a solution which would provide the same dollars for each Officer based upon the firefighting duties. The Union has presented evidence of the savings to the County of having Security Officers perform Fire Fighting work and, by their proposal for Firefighting Specialty Pay, value the additional duties as being worth \$150.00 per month. How they reached that figure is unclear. As discussed below, that Specialty Pay remedy for this perceived wage problem does not fit that concept since, as the County points out, firefighting is a responsibility of all Oak Forest Officers. All are trained and required to hold a State Certification. No Officer specializes in Firefighting. More about that proposal below.

In making his determination of which of the two final general wage increase offers is most reasonable, the Arbitrator has (1) rates only for Officers at Hospitals who do not have fire fighting responsibilities, (2) a practice of pattern bargaining which has provided the same percentage increases without considering this difference in job responsibilities at Stroger and Oak Forest and (3) no guidance as to what the hourly rate for a combination security/firefighting job should be.

AWARD

While the County may have made the same proposal on wages to most of the Unions who negotiate on behalf employees in 87 Bargaining Units, it is significant that a pattern of agreement on wages has now been established for a majority of represented County employees most of whom are not in comparable units.³ There are even more dissimilarities in duties and skills among these Units than between the Stroger and Oak Forest Units.

There is a history of pattern bargaining and I have made a determination that it is reasonable to follow this pattern in this Unit this term considering (1) the lack of evidence that the 11% increase sought by the Union has been negotiated in any internal or external comparable and (2) the lack of evidence in the Record as to what Fire Fighters should be paid and (3) the evidence that wages paid at Oak Forest substantially exceed what Public Safety Officers at Hospitals in the Chicagoland area earn on an hourly basis.

Arbitrator Peter Meyers, in an Interest Decision involving the 1998-2001 Contract at Oak Forest Hospital—the second Agreement between the Parties for this Unit followed the pattern that had been set in bargaining that year and commented that, *“The parity between the Public Safety Officers and Cook County Hospital Security Officers is critical; if the larger Cook County Hospital Unit obtains a more favorable wage package in its own Contract the Oak Forest Hospital Public Safety Officers will reap the benefit because of the contractual me-too clause.... The evidentiary record further shows that the 4%-3%-3% pattern is in line with what the County has offered other Employee Units.”*

³ Meyers found that the internal comparables then proposed by the Union, “...do not actually present similarly situated Employee groups that allow for valid comparisons. ...”. He also concluded that the Sheriff’s Officers, Correctional Officers, Forest Preserve Police and other Union proposed internal comparables (except for the Cook County Hospital Security Officers) perform a different range of duties in completely different environments than Oak Forest Hospital Public Safety Officers. The closest comparable is the Stroger Officer Unit.

The parity he was talking about involves similar percentage increases in wages. Percentage increases increase differences in wage rates.

Applying statutory factors to the two proposals, I find the County final proposal on wages to be the most reasonable.

SPECIALTY PAY

As discussed above, there is one significant difference between Security Officers at Stroger and Oak Forest. Security Officers at Oak Forest perform duties unique among all comparables – fire fighting. In none of the other comparables are Officers trained and required to perform fire suppression duties as part of their job responsibilities.

The Union seeks to add new Contract language – a new Section 13.4 captioned “*Specialty Pay*” – which would read, “Officers assigned to certain positions shall receive a monthly stipend based upon their job description. Such Specialty Pay shall be as follows: Fire Fighter II \$150.00 a month, Bi-lingual \$50.00 a month.” This proposal appears to suggest a new Classification rather than pay for a firefighting or bilingual assignment.

The County would maintain the status quo and opposes Specialty Pay.

Specialty pay for County Law Enforcement personnel is paid in the Sheriff's Department to personnel assigned to the Bomb Squad (\$175.00 a month) and in Gang Crimes (\$250.00 a month). Employees in Sheriff's Department Electronic Monitoring receive Specialty Bi-lingual pay. The Illinois Nurses Association Contract contains a Bi-lingual pay premium.

Bilingual Pay

According to the Union, there are two Officers at Oak Forest who currently would be entitled to this premium since they regularly provide English and Spanish interpretations at the direction of management. The County, however, denies that such translation duties are required, that they are regularly provided and that any translation Officers may do is an integral part of their duties. The County claims that there is only an occasional need for Officers to translate. There is evidence that there is a 24-hour interpreter service at the Hospital. How much of that service is provided by members of this Unit was not indicated. The level or complexity of the work is not a part of the Record.

The evidence is unclear as to the extent of time – frequency and duration - or the substance of the bi-lingual services these two Officers may provide. Casual responses in a second language obviously would not constitute services warranting special compensation. Occasionally translating a small number of routine documents each month would not justify a monthly premium. Providing directions in a second language does not warrant Specialty Pay unless it is a job related assignment. The evidence falls short of establishing that special bilingual skills are regularly used by either of the two Public Safety Officers as part their job assignment. In contrast, the formal firefighting responsibilities required and performed in this Unit do constitute special skills utilized in the course of all Public Safety Officer work at Oak Forest. While firefighting is not a Specialty, since it is an integral part of the Classification and required of all incumbents, it does warrant pay recognition not presently received.

Firefighting

One of the job requirements for a Public Safety Officer at Oak Forest is to obtain a State issued Fire Fighter II Certification. Presently 21 of the 26 employees in the Unit have attained Fire Fighter II Certification. In order to maintain that Certification monthly mandatory training is required. Such training is being conducted by the Oak Forest Municipal Fire Department.

Cook Count correctly argues that there is no real fire fighting specialty in this Unit since all Officers at Oak Forest are required to participate and obtain the certification. It is unclear why all of the Officers have the firefighting responsibilities. The firefighting work is special here – work not normally performed by Hospital Public Safety Officers. It is the Arbitrator’s understanding that, in all of Northern Illinois, there are only three Public Safety/Patrol Officer Units where Officers have dual responsibility for security work and fire suppression. Oak Forest Hospital is one of those Units.

I appreciate that fire fighting duties have been a part of this Classification’s work for about 30 years and an element shown in Job Classifications since at least 1994. There is no evidence that evidence of the extent of these firefighting responsibilities has been previously presented to an Arbitrator. Firefighting is clearly distinct from duties performed by Public Safety Officers in any of the comparables. The special skills and training required may justify a pay premium. While not a Specialty as that term is contractually used, since Fire Fighting is part of every Oak Forest Safety Officer’s job duties, some sort of inequity adjustment should be considered.

While much of traditional firefighting work involves stand by and readiness activities, at least some of these Officers have taken part in dealing with what the parties refer to as “*bonafide fires*” which have ranged from a high of 29 in 1999 to a low of 12 last year - 3 of these 12 involved use of the Hospital Fire Engine by these Officers. There was no showing of how many times, if at all, Oak Forest Firemen responded to a call at the Hospital campus or what their role was at the fire scene. There was no indication of the extent of property damage or injuries – officers and civilians – which resulted from these fires. There was no showing of any Officer injuries.

There were other indicia of Firefighting activity.

False Fire Alarms which had numbered 132 in 1999 fell to 36 last year. Code Blue calls were 59 last year, also evidencing a downward trend. Elevator Rescues climbed to 25 from an average of 7 over the previous five years.

Fire Fighting is a dangerous job that requires special training. The evidence presented during the Hearing showed Oak Forest Hospital has invested in substantial Fire Fighting Equipment and has a training regimen. These Officers are not just required, as are many Officers, to perform what might be considered routine duties which overlap with those of traditional firefighters such as assisting at a fire, providing a rescue or using standard equipment available to any citizen. These Officers are being trained at County expense and expected to make primary responses to fires using specialized equipment and fire fighting techniques. They operate the

County fire truck. They are trained to prevent loss of life and property damage and in the course of this work necessarily perform often hazardous duties.

The County makes no proposal on this issue and would maintain the status quo.

AWARD

Based on the facts reviewed above, there is insufficient evidence to justify Bilingual Specialist's pay. The Firefighting element of the Public Safety Officer's classification, an integral part of every Officer's duties, is not a Specialty. In any event, having found that the evidence does not support Bilingual Speciality Pay, I cannot pick and chose on this issue or modify any element, as the Illinois Public Labor Relations Act reads, "*as to each economic issue, the Arbitration panel shall adopt the last offer of settlement which...more nearly complies with the applicable factors presented in subsection (h)*". I may not restructure either proposal. On this issue, the last offer of the County prevails.

UNIFORM ALLOWNCES

Article XVI – *Uniform Allowance* - reads that the County will provide newly hired Employees with uniforms and equipment and thereafter pay all Employees an annual clothing allowance of \$650.00. Employees are responsible for care, cleaning, and maintenance of all uniforms and equipment.

The Union seeks an increase in the allowance effective the second and third years of this Contract. They demand that the allowance become \$675.00 in 2002 and \$695.00 in 2003. The Union argues that the allowance level has been \$650.00 since 1998 when it was raised from \$600.00. While there is no record of how much Officers spend each year to maintain their uniforms- how much they are out of pocket – MAP did establish that a new uniform presently costs between \$1300.00 to \$1500.00. A new uniform would cost a little more that what the officers are being paid in allowance for two years.

The Union provided price lists from various uniform suppliers. They maintain that sought increases of \$25.00 the second year and \$20.00 the third are most reasonable considering the cost of living increases as well as an increase in the costs of uniforms. They also maintain they need training uniforms other Departments do not require. The allowance need not be used for whatever clothing Officers may need in connection with Fire Services. Fire-related uniforms and equipment are provided by the Hospital.

Cook County says that there is no evidence that the cost of maintaining uniforms is \$650.00 per year and that many uniform items are not purchased each year. They oppose any increase in the allowance. No comparable police unit has a higher allowance.

AWARD

As I stated in considering this demand in the Stroger Sergeants Unit, "*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 and (2) no*

evidence of how much of the allowance is required to keep uniform appearances up to standards required by the County". We do not know how much employees are spending for uniforms. We do not have any basis to judge the extent to which the uniform allowance is inadequate.

The final position of the County is adopted.

SHIFT DIFFERENTIAL

The Oak Force Security Unit provides services on a round-the-clock basis. Eight Officers are assigned to midnights and 9 to the other two shifts. The present shift differential is \$1.00

The Union seeks an increase in shift differential to \$1.50 and proposes that it be paid for all hours worked between 3 p.m. and 7 a.m. and that, 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. The County would keep the differential at the current level. The present differential at Oak Forest is higher than median and mean shift differentials paid Public Safety Officers at all reporting Chicagoland hospitals and is at the same level as Stroger.

The County, citing the same Chicago area hospital comparables relevant for wage rate comparisons, shows that the median shift differential, in all Districts and all shifts, is \$.85 with a mean of \$.93. Night shift differentials range from \$1.43 in the North Suburban District to \$1.55 in the South Suburbs and \$.86 an hour in City North. Officers at Stroger Hospital receive a \$1.00 shift differential.

While a shift differential is commonly paid to those involved in Hospital Security in Chicagoland, it is uncommon in law enforcement. In fact, except for the Security Officers at Stroger and Oak Forest, no other law enforcement unit in Cook County is paid a shift differential. Sheriff's Police Officers, Sheriffs Police Sergeants, Deputy Sheriffs, Deputy Sergeants, Correctional Officers, Correctional Sergeants, DCSI Fugitive Unit Investigations and DCSI Day Reporting Units do not receive any shift differential benefit.

In Board of Health Services Bargaining Units, Nurses and Pharmacy Classifications receive up to a \$3.25, \$2.50, and \$2.00 per hour differential.. Service workers at Cook County and Oak Forest are paid lower differentials of \$.65 per hour. The tight labor market for nurses, especially nurses who will work the off shifts, has brought about higher differentials for those classifications. Workers more closely associated with nurses have benefited and there is no challenge to the County position that the only reason Oak Forest Officers, in contrast to the other County Officers, receive any differential is because of what they call, "historical precedence." At one time this classification had been part of the Clerical and Administrative Bargaining Unit which is more closely tied to Nursing.

The fact that the County pays certain nurse classifications higher differentials does not warrant ignoring the great number of more comparable hospital Security Units where the differential is much less. There is no reason to create a greater shift differential disparity between Oak Forest Hospital Unit Officers and the Hospital Security employees in external comparables.

Arbitrator Peter Meyers, in his August 2000 Decision involving Public Safety Officers at Oak Forest Hospital, addressed an identical demand. In his Award, Meyers found that there was

no support either in comparability data or from other statutory factors for the \$.50 an hour increase then sought by the Union. Nothing has changed since 2000 to warrant any change today.

AWARD

As I pointed out in my 2003 Stroger Award, the Union has already negotiated the Oak Forest Security Officer differential upwards to the point where it ranks among the top rank of differentials Security Officers receive in area Hospitals and the differential sought by the Union in these negotiations would place Officers in this Unit even more significantly above differentials paid Security Personnel in other Chicagoland Hospitals.

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.

SICK LEAVE PAY OUT

The Union's Sick Leave Demands involve two provisions of the Collective Bargaining Agreement.

Section 7.6 provides that, upon termination of employment, an Employee should be paid all Vacation, Holiday, and Overtime Pay accrued through the last day worked, but not be paid for any accumulated sick time. The Union proposes to strike this underlined language of Section 7.6 and to add new language to Section 11.4 which would read:

"Any Employee retiring from the Oak Forest Hospital Public Safety Department with at least 20 years employment with Oak Forest Hospital shall receive compensation for all accrued but unused Sick Leave in excess of 90 days at the rate of 100% of the Officer's then current hourly rate of pay."

The Union asserts that, because Employees currently lose accrued Sick Leave when they terminate, they may be motivated to abuse the benefit and take unnecessary time off prior to their retirement date. MAP also contends that some employees have been openly allowed to "...burn off Sick Leave in substantial amounts prior to retiring. ...". They advise that a modified Sick Leave Benefit payout would have an effect of reducing overtime costs and provide a more productive work force. The Union predicts that there would be a noticeable reduction in use of Sick Leave if Employees realized that they would need to reach that 90 day threshold accumulation in order to be able to receive any sick leave payout when they retire.

There is no benefit more abused throughout both government and industry than sick leave. The County asserts that abuse by certain Employees of the Policy is not a compelling reason to recognize the Union's position. I agree.

AWARD

In no Cook County Unit are employees allowed pay for accumulated Sick Leave upon retirement. Sick Leave may be accumulated up to 175 days and is designed to replace lost wages

when an employee cannot work because of sickness. It was not intended to be a fixed cost or the equivalent of a paid holiday⁴.

Arbitrator Yaffe, in an Interest Arbitration Award involving the Cook County Department of Corrections Unit, recently rejected a similar Union proposal for a payout of unused Sick Leave as have Arbitrators Lieberman and Feuille in previous Interest Arbitrations.

AWARD

There is no support among the comparables for a pay out of accrued sick leave. The Cook County final position is the most reasonable and I adopt it.

COMPENSATORY TIME / OVERTIME

Paragraph 6.2 contains various overtime provisions. The Union would modify that language by adding an option to take Compensatory Time and, in addition, provide for a payout of Compensatory Time accrued in excess of 150 hours. They also seek that employees be permitted to use their comp time in increments of one hour during mutually agreed times. The is a proposal to limit the right of management to schedule overtime.

Proposed limitations on Assignment of Overtime

The Union seeks that employees would be assigned to overtime work, *“...provided that such overtime shall be limited to either emergency conditions which cannot be deferred and which cannot be performed with the personnel available during normal work hours or because of abnormal peak loads in activities of the institution or department.”*

The County would maintain the status quo with regard to this proposal contending that it would limit Management’s right to assign overtime They argue that restricting management’s right to assign overtime only to emergency conditions or in circumstances where the assignment cannot be deferred or performed with available personnel during work hours is a severe restriction on the right to manage. They see it as a staffing issue and maintain that it is not an appropriate issue for interest arbitration. They asserted that there is no proven justification for any such restriction at this Oak Forest Unit.

AWARD

There is no evidence of any employee problem with overtime assignments as overtime is administered based on existing language. There no reason to impose such a restriction. The County position on this issue is adopted.

⁴ The County calls my attention to a Statute concerning County Pensions which allows County employees to use accumulated sick days toward time served for retirement benefit calculation purposes provided that the employee pays a specified pension contribution. 40 ILCS 5/9 219.

Compensatory Time and Overtime

Another issue relates to compensatory time. The Union proposes:

1. At the employee's option, in lieu of time-and-a-half pay, such overtime could be accumulated as Compensatory Time, calculated at the overtime rate.
2. All Compensatory Time earned from whatever source would be accumulated to a maximum of 160 hours. All hours earned in excess of 160 hours shall be paid in cash. Absent unusual circumstances, overtime shall be paid within one pay period of the date a report of such overtime is received by the Timekeepers in the Oak Forest Hospital Public Safety Department.
3. Compensatory time off may be used in time blocks of one hour or more at a time mutually agreed upon between the Employee and his/her Supervisor.

Compensatory time has been a part of governmental unit overtime practice for a long time. In order to perpetuate the right of government units to continue that practice after the Garcia case⁵, the Fair Labor Standards Act was amended and Section 7 (o) 2(A) adopted in 1985. Extension of the comp time concept to the private sector has been long opposed by Labor⁶ but it is generally considered to have benefits for both employer and employee. Overtime dollars are reduced while there is a flexibility built into the employees work schedule.

The comp time practice as an alternative to paid time and one half is not uncommon in Cook County even for hourly paid. Some County Law Enforcement Agencies allow accumulation of Compensatory Time. Cook County Police Officers can accumulate up to 160 hours and Cook County Correctional Officers as much as 480 hours. There is a tentative agreement in the Cook County Correctional Officer Unit which permits those Officers to accumulate compensatory time in lieu of overtime pay. In that Agreement such pay may be used in increments of one hour.

The evidence shows that overtime at Oak Forest Hospital among Public Safety Officers has resulted primarily from staff shortages. That problem may have been remedied with the addition of four Officers hired in 2003 – a significant increase in the size of this Unit. Unlike other types of police work, the nature of these Officers duties does not typically result in post shift work in order to complete an assignment. The concern of the Hospital that, in order to grant comp time, additional overtime may be required is addressed by the terms of this Union proposal which makes the time for taking comp time a matter of mutual consent. The dollar payout must be made as stated above but the taking of the time is a matter of mutual agreement and may be denied when it would necessarily result in overtime for another Officer.

⁵ 469 US 528 (1985)

⁶ Trade unions take the view that, if a person is picked for overtime, the employer should pay for it. Other Unions see that personal time lost as the result of working overtime may be made up with the comp time off.

Providing for compensatory time as an alternative to overtime pay is a growing trend both in Cook County and nationally. There are recognized cost saving advantages to the County and, with the restrictions on taking this time at mutually agreed times, the benefit should not cause a additional overtime.

AWARD

I adopt the Union position on this issue and the proposed language should be incorporated into the Agreement.

Use of compensatory time for time lost during meal time.

The Union proposes that Section 6.1, should be revised by adding the term *compensatory*.

“Each Employee shall be allowed a paid one-hour meal period per tour of duty. Officers are subject to priority calls during this time, but if the meal period is seriously interrupted by emergency work duties, work permitting, the Officer shall be allowed additional compensatory time off for the period of the time interrupted. The Employee must have approval from the responsible supervisory authority for the time the meal is taken and the location.”

The County states that additional compensatory time for interruption of meal periods should be rejected since the Union has not presented justification for the proposal and it would create serious administrative difficulties. There was no example of any time when an Officer whose lunch period was interrupted for a duty assignment was not allowed to take lost meal time at another time that day. I agree.

AWARD

Section 6.1 shall remain without change.

ROLL CALL

The evidence indicates that this Unit does not have a Roll Call and that information relating to their work is conveyed during the shift.

The County is seeking to require employees to report for a 15 minute Roll call before the start of each shift. They also propose that this addition to the work day not be paid nor considered as hours worked in calculating overtime under the Contract. The apparent objective is to conduct a Roll Call with the purview of the Barefield v Village of Winnetka, 81F.3rd704, 707,710-711(1996) decision of the United States 7th Circuit Court of Appeals.

The Agreement presently provides that employees shall be paid at time and one half for hours worked beyond eight hours in a work day. There was no evidence showing to what extent time is spent on administrative duties at the beginning of the shifts in Oak Forest. Like the Union on the overtime issue, the County has not shown any reason to institute this schedule change.

MAP would maintain the status quo.

None of the other comparables were shown to have an eight and one quarter work day of which 15 minutes is unpaid. I recognize that Security employees work staggered shifts at Stroger in order to avoid any lost patrol time coverage that may result when shifts change at the same time. My decision of this issue turns on the fact that there has not been any roll call at Oak Forest for more than 20 years and no evidence provided of any problems at that location which would warrant a longer shift. There was no evidence of any lost patrol time or a limitation on other duties attributed to instruction time at the beginning of each shift. The operational need for a regular designated Roll Call period which would extend shift hours as proposed and eliminate the existing contractual overtime requirement was not established.

AWARD

The final position of the Union on this issue is most reasonable.

THE RIGHT OF PUBLIC SAFETY OFFICERS TO CARRY WEAPONS

The Union proposes a new Section 17.10 entitled *Off-Duty Conduct Regarding Weapons* which would read:

“The County agrees that all Employees covered by this Agreement shall be allowed to carry any weapon that they are qualified with while off-duty as long as these Employees comply with all the legal requirements necessary to allow them to possess those weapons while the Employee is off-duty. If it becomes necessary for the County to take certain actions so as to allow Employees to remain armed while off-duty, then the County shall take such action within six months of notification so that the affected Employees can legally carry their assigned weapon while off-duty.”

The Parties have a side letter agreement that, *“Upon approval through the Cook County budgetary process, the County agrees to provide each Employee with his/her own individually assigned weapon. Additionally the County will provide twice annually scheduled weapons training and qualifications.”* Unlike at Stroger Hospital and Oak Forest, Sheriffs Department personnel purchase their own weapons.

Under Oak Forest Hospital Policy, Officers are prohibited from taking County issued weapons from County property and may not carry their personally owned firearms on the property. A provision of the Illinois Statute on Hospital Security Forces reads, *“Security police force personnel shall not carry weapons while off-duty and all weapons shall be checked and secured on hospital premises while such personnel remain off-duty.”*

As I read the current Policy, there is no County based restriction on carrying a personal weapon while off the property and while off duty. Off duty conduct is not subject to regulation unless there is a nexus between that conduct and employment. The restriction the Union opposes comes from State law. With such a restriction in effect, it would not be proper to require the parties to agree upon a provision which would provide for, from a contractual standpoint, violation of that law.

AWARD

The County position is the most reasonable on this issue.

The parties will incorporate previous agreements reached during negotiations into their Contract as well as make language changes in that Agreement to the extent required by this Award.

James R. Cox

Issued this 30th day of August 2003.