

#396

STATE OF ILLINOIS
IN THE MATTER OF THE INTEREST ARBITRATION BETWEEN

COOK COUNTY FOREST PRESERVE DISTRICT

AND

CASE L-MA-03-009

IL FRATERNAL ORDER OF POLICE LABOR COUNCIL

APPEARANCES:

John B. Murphey on behalf of the Employer
Gary Bailey on behalf of the Union

This is an interest arbitration award under Section 14 of the IL Public Labor Relations Act. Pursuant to Section 14 (c) of the Act, the parties selected the undersigned to serve as a single arbitrator in the matter, waiving their right to a three-person panel. Pursuant thereto, a hearing in the matter was conducted on September 3, 2008, during the course of which the parties presented evidence and arguments in support of their respective positions. Post-hearing briefs and exhibits were filed thereafter and the record was closed on February 11, 2009. Based upon a review of the record the undersigned renders the following award based upon consideration of the factors set forth in Section 14 (h) of the Act.

Sergeant wages is the only issue that remains in dispute in this proceeding. There are 9 sergeants in the unit.

The parties have entered into one collective bargaining agreement, the duration of which was two years, the expiration date of that agreement being 12/31/04. The pending agreement had a four-year duration, expiring on 12/31/08.

In reality the only issue in dispute is the nature of and size of increases that shall be received by senior officers in the unit. Both parties' proposals incorporated the wage increases that were awarded by another arbitrator in an interest arbitration award affecting the Employer's patrol officers over the same contractual period of time. Said award was issued on 2/9/09. The Union here proposes that the Sergeant wage schedule be adjusted effective 1/1/07, the third year of the pending agreement, so that there shall be an extra 1.25% adjustment at the 15 and 20 year steps of the schedule, and that a similar adjustment/increase shall go into effect 1/1/08. On the other hand, the Employer proposes an additional 2% for sergeants at the 15 and 20 year levels effective 1/1/08.

The Employer calculates that it's proposal will generate a 7% spread between the 20 year sergeant and patrol officer, a difference of about \$500 at the end of the prior agreement.

The Employer asserts that it recognizes the legitimacy and need to address the rank differential issue in this unit, and thinks it has done so reasonably.

Because the Employer's proposal is based upon an alleged County wide law enforcement bargaining pattern, in its opinion, specific comparable differences should not be given great weight.

Of the comparables found by another arbitrator to be appropriate in an interest arbitration proceeding involving the Forest Preserve's patrol officers, the Union asserts that five are comparable to the sergeant unit in this matter. These are the County Sheriff's Police Sergeants, Corrections Sergeants, Deputy Sergeants, Civil Process Deputy Sergeants, and the State's Attorney's Investigator Supervisors, all of whom have superiors at the "Deputy Director" or "Deputy Chief" level. Previous arbitrations have not found the County's Hospital police to be comparable to the law enforcement units in the Forest Preserve, and the Union argues that she be the case here.

It is not disputed that generally speaking, the relative ranking of the wages of sergeants among County law enforcement units will not be affected by the outcome of this proceeding. The unit will remain at the bottom of the rankings. What will be affected will be the differential that sergeants with 15 or more years seniority will experience vis a vis the Employer's patrol officers. More than 50% of the Unit has 20 or more years seniority, and all members of the Unit have at least 15 years seniority.

At these wage benchmarks, the Union asserts that the rank differentials in the unit are significantly less than the differentials that exist at similar wage/seniority benchmarks in comparable units. The Union's proposal is designed to diminish that difference.

The Union also asserts that the record indicates that there will be no harmful financial impact to the Employer if the Union's offer is awarded.

The parties agree that all of the parties' tentative agreements shall be incorporated into the agreement at issue herein.

Based upon the timing of this award, the undisputed legitimacy of the issue at hand, the fact that both parties have addressed it in a not terribly dissimilar manner resulting in a relatively small difference in the financial impact of their offers, the relative relatively minor consequence/impact the difference between the parties will have on the issue at hand, and the fact that bargaining for the parties' successor agreement is already overdue, the undersigned hereby renders the following

AWARD

The Union's final offer and the parties' tentative agreements shall be incorporated into the parties' successor collective bargaining agreement.

Dated this 17th day of February 2009 at Chicago, IL 60660.

Byron Yaffe
Arbitrator

