

Before
PETER R. MEYERS
Neutral Arbitrator

JOHN G. KALCHBRENNER, Employer Arbitrator
DAVID AKEN, Union Arbitrator

In the Matter of the Interest Arbitration METROPOLITAN ALLIANCE OF POLICE, OAK FOREST HOSPITAL, CHAPTER NO. 57, Union, and COUNTY OF COOK, Employer.

Case No. **L-MA-98-005**
(1998-2001 Contract)

DECISION AND AWARD

Appearances on behalf of the Employer

Patrick M. Blanchard--Attorney
Katherine A. Paterno--Attorney
Carmen Sanchez--Human Resources
Charles Anderson
Terrence J. Sullivan
James S. Owczarski
James West--Director of Public Safety

Appearances on behalf of the Union

John S. Rossi--Attorney
Victoria Napolez--Patrol Officer/Negotiator
Roger Brassfield--Patrol Officer/Union Vice President
Michael King--Patrol Officer/Union Secretary-Treasurer

This matter came to be heard before Arbitrator Peter R. Meyers on the 29th day of February 2000 at 69 West Washington Street, 7th Floor, Chicago, Illinois. Patrick M. Blanchard and Katherine A. Paterno presented for the Employer, and John S. Rossi presented for the Union.

Introduction

The parties in this matter are the Metropolitan Alliance of Police, Chapter Number 57 (hereinafter “the Union”), and Oak Forest Hospital (hereinafter “the Employer”). The parties’ prior collective bargaining agreement, their first, expired on November 30, 1998. The parties have engaged in extensive collective bargaining negotiations in an effort to develop a new agreement, but they were unable to successfully resolve certain of the issues raised during their negotiations.

Pursuant to the Illinois Public Labor Relations Act, 5 ILCS 315/1 *et seq.* (hereinafter “the Act”), this interest arbitration matter came to be heard before Neutral Arbitrator Peter R. Meyers on February 29, 2000, in Chicago, Illinois. The parties subsequently submitted written, post-hearing briefs in support of their respective positions on the issues that remain in dispute between them.

Relevant Statutory Provisions

ILLINOIS PUBLIC LABOR RELATIONS ACT 5 ILCS 315/1 *et seq.*

Section 14(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:

- (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) Comparisons 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.

Impasse Issues in Dispute

Prior to the hearing in this matter, the parties agreed that the following issues remain in dispute, and that, with the exceptions noted below, these issues may be submitted for resolution by the Arbitrator:

A. Economic Issues Within the Meaning of 5 ILCS 315/14(g):

1. The wage increases to be received by employees each year of the agreement, effective December 1, 1998, December 1, 1999, and December 1, 2000;

2. Addition of a fixed or floating holiday; and
3. Amount of shift differential.

B. Non-Economic Issues:

1. Addition of language to the agreement relating to forced overtime maximums;
2. Firefighter II training;
3. Light duty;
4. Identification cards; and
5. Extra details.

Discussion and Decision

Cook County, Illinois, the Employer in this proceeding, employs more than two thousand people at Oak Forest Hospital, excluding registry employees and physicians. Within the Hospital's Public Safety Department, the unit of employees at issue here, there are twenty-one public safety officers, four sergeants, and six lieutenants.

The Hospital itself is located on 330 acres in unincorporated Cook County, and it is comprised of fifty-six buildings with thirteen and one-half miles of connecting corridors. The Hospital is in operation twenty-four hours each day and seven days each week. Seven public safety officers, one sergeant, and one lieutenant work each of the following watches: 12:00 a.m. to 8:00 a.m.; 8:00 a.m. to 4:00 p.m.; and 4:00 p.m. to 12:00 a.m. The shifts are assigned through a seniority-based bidding process.

The Hospital's public safety officers are responsible for providing a safe

environment for patients, visitors, and staff. Because the Hospital is located in an unincorporated part of the County, the public safety officers act as the Hospital's first-response fire-protection team; their regular duties therefore integrate both fire and hospital security functions. The public safety officers perform such duties as foot and motorized patrols, providing emergency response, conducting access and traffic control, and fire prevention and extinguishment services. Training for the position of public safety officer therefore includes both the prescribed course of training under the Illinois Police Training Act and Law Enforcement Officers Firearms Standards, as certified by the Illinois Local Law Enforcement Officers Training Board, as well as State Fire Marshall certification and training for the classification of Firefighter II.

The public safety officers at Oak Forest Hospital historically have maintained parity with the security officers employed at Cook County Hospital, another of the hospitals operated by the County; there is a "me-too" clause in the collective bargaining agreement that ensures wage parity between these bargaining units at the two hospitals, even though they are represented by different police unions. It also must be noted that the Hospital is accredited by the Joint Commission on Accreditation of Healthcare Organizations. Although such accreditation is voluntary, it is a condition for receiving reimbursement for services provided to Medicare and Medicaid beneficiaries.

The Act sets forth eight factors to be considered, as applicable, that an arbitrator is to consider in analyzing the parties' competing proposals in an interest arbitration. As

evidenced by the express language of Section 14(h) of the Act, not all of the eight listed factors will apply in each case. The first step in this analysis therefore must be to determine which of the listed factors apply here.

A reading of Section 14(h) quickly reveals that some of the factors are not at issue in this proceeding. There is no indication that the Employer's lawful authority plays any role with regard to the issues submitted by the parties, nor is there any evidence or argument in the record indicating that the Employer does not have the financial ability to meet the potential costs associated with the proposals that have been submitted. Moreover, the parties have not introduced any evidence or argument relating to consumer prices, nor does it appear that there have been changes in any of these circumstances during the pendency of this proceeding.

The Union suggests that only four of the eight statutory factors are applicable here: the parties' stipulations; comparable institutions and communities; the employees' current overall compensation; and certain other factors under the catch-all provision, including the age and experience of the public safety officers, their wide variety of job duties and responsibilities, community respect for their service, and employee morale. The Employer has focused almost exclusively on comparables. It must be noted that although neither party specifically mentioned this statutory factor, the interests and welfare of the public is a constant underlying theme of their respective arguments. This list of five factors, from among those expressly set forth within Section 14(h) of the Act, represents those that are most directly applicable to the instant dispute.

Another important consideration with respect to the statutory factors is that not all of the applicable factors can, or should, be given the same weight. Certain of the statutory factors necessarily will be of greater importance than the rest. In this particular case, both parties emphasize the importance of internal and external comparisons. Appropriate comparables are, in fact, critical to the proper resolution of this matter. Two categories of relevant comparables apply to this dispute: internal and external. Internal comparables refer to other groups of employees also employed by Cook County, while external comparables refer to employee groups working for other employers. To provide a valid comparison, a comparable must possess certain similarities with the subject bargaining unit; for example, similarities in duties, work environments, geographic area, community demographics, and other such factors.

Reviewing the comparables proposed by each of the two parties, the evidentiary data establishes that the only valid internal comparable is the unit comprised of the security officers at Cook County Hospital. As noted by the Union, this is the only other internal group whose employees work as peace officers in a hospital setting within the County. Nevertheless, the Union has proposed, as additional internal comparables, those other groups within the County that perform peace officer functions in areas outside of a hospital setting, particularly the Cook County Sheriff's officers. The Employer is correct in pointing out that these other groups do not represent appropriate comparables because, among other things, their duties are quite different from those of the Hospital public safety officers; they frequently perform their work in dangerous situations, and they

receive more extensive and specialized training than do the public safety officers. In light of these considerations, I find that the sole valid internal comparable is the unit of security officers employed at Cook County Hospital.

With respect to external comparables, the Union asserts that it was unable to find any except for the public safety officers working at Chicago State University; the Union acknowledges that this is not a hospital, but it emphasizes that this a public, state-run institution within Cook County that employs public safety officers to patrol the facilities.

By contrast, the Employer offers, as external comparables, survey data collected from numerous hospitals throughout the Chicago area by the Metropolitan Chicago Healthcare Council; this data relates to these hospitals' security forces and other employee groups. It must be noted that the reporting hospitals are both public and private, that some employ their own security forces while others contract out for security, and some of the security forces are unionized while others are not.

Overall, the evidentiary record reveals that the external comparables proposed by the Employer are somewhat more useful than the Union's proposal. The fact that all of the Employer's proposed external comparables are hospitals argues strongly in their favor; the Union's proposed external comparable does not have this advantage. The above-described differences between the hospitals that provided survey data do not necessarily disqualify them from being used as valid comparisons. For example, although it generally is the better course to limit comparables to unionized shops, exceptions are possible. In the instant matter, the relatively large number of hospitals that provided data

in this survey helps to blunt any adverse impact of these differences, meaning that this data presents a representative picture of the range of wages and benefits available to security employees in hospital settings throughout the geographic region; the fact that these different reporting hospitals all are located within Cook County supports a finding that they represent valid comparables. Moreover, the similarity of duties assigned to security employees across the range of these hospitals strongly supports looking to them as valid external comparables, as does the strong similarity in working environments. The Employer's proposed external comparables constitute valid comparisons that shall be used here.

The following is an analysis of each of these disputed issues in turn, in light of the applicable statutory factors, the evidence, and the parties' respective arguments in support of their proposals.

A. Economic Issues

As for the following issues that are, as the parties agree, economic in nature, this Arbitrator is bound to select the position of one or the other party as the appropriate position for inclusion within the parties' new collective bargaining agreement.

1. Wage Increases

The Union's final offer with respect to wage increases is a five and one-half percent (5 1/2%) general increase effective the first full pay period after December 1, 1998; a five and one-half percent (5 1/2%) general increase effective the first full pay period after December 1, 1999; and a five and one-half percent (5 1/2%) general increase

effective the first full pay period after December 1, 2000.

The Employer's final offer on this issue is a four percent (4%) general increase effective the first full pay period after December 1, 1998; a three percent (3%) general increase effective the first full pay period after December 1, 1999; and a three percent (3%) general increase effective the first full pay period after December 1, 2000.

The Employer emphasizes that the internal comparison with the security officers at Cook County Hospital demonstrates the long-standing wage parity between these two units. The parity between the public safety officers and Cook County Hospital's 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.

As for the external comparables, the Employer points out that the public safety officers will rank at the top with respect to both minimum and mean salary under its final wage proposal. The wage data from the other area hospitals demonstrates that under the Employer's wage proposal, the Hospital's public safety officers will be at the top of the range of minimum wage rates, maximum wage rates, and average wage paid; this is true with respect to both larger hospitals with more than 500 beds and all reporting hospitals.

The Union's wage proposal is based upon wage data from its proposed internal comparables and an extremely detailed analysis of that data. As previously noted,

however, these proposed internal comparables do not actually present similarly situated employee groups that allow for valid comparisons. Cook County Sheriff's officers, correctional officers, forest preserve police, and the other Union-proposed internal comparables, except for the Cook County Hospital security officers, perform such a different range of duties and in such completely different environments than is true for the Hospital's public safety officers that their wage rates cannot be meaningfully compared. All of the Union's analysis of the comparative wage data from its proposed internal comparables, with the exception of the Cook County Hospital security officers, simply is not relevant to the situation of the Hospital public safety officers.

The other relevant statutory factors similarly support the adoption of the Employer's wage proposal. As previously noted, neither side presented any cost-of-living or consumer-price data, so there is no evidentiary basis for adopting the Union's wage proposal, over the Employer's, because of the effect of inflation. The evidentiary data further indicates that the Hospital's public safety officers already are at or near the top of the wage scale range established through the wage data reported by the comparable hospital institutions in the area; the employees' present wage compensation provides no basis for adopting the larger wage increases proposed by the Union. Similarly, the other factors cited by the Union under the Act's catch-all provision do not argue in favor of the Union's proposal on wages. Finally, the public's interest is better served by adoption of the Employer's proposal, in that it carefully balances the public's interest in controlling costs with its interest in attracting and retaining qualified employees. As previously

discussed, the wage data from the valid comparables is the most critical of the statutory factors, and the Employer's final wage offer is clearly more appropriate than the Union's in light of this data and the other statutory factors.

This Arbitrator therefore finds that the Employer has presented sufficient evidence to support its proposal that there be a four percent (4%) general increase in wages effective the first full pay period after December 1, 1998; a three percent (3%) general wage increase effective the first full pay period after December 1, 1999; and a three percent (3%) general wage increase effective the first full pay period after December 1, 2000. The Employer's final proposal on this issue therefore is adopted, and it is set forth in the Appendix attached hereto.

2. Floating or Fixed Holiday

The Union's final offer regarding whether to replace the Good Friday holiday with a floating or fixed holiday is that a fixed holiday on Casimir Pulaski Day should be substituted for the Good Friday holiday.

The Employer's final offer on this issue is to replace the Good Friday holiday with a floating holiday.

The Union characterizes the Employer's proposal on this issue as "breakthrough language," seeking a marked change in the previously negotiated holiday provision. The evidentiary record does not support such a characterization. Because the need to change the contractual list of paid holidays was imposed upon the parties from the outside, as

discussed more fully below, it is not appropriate to consider either side's proposal as "breakthrough language." Indeed, if the Employer's proposal were to be deemed "breakthrough language," then the Union's proposal must be, as well. Both sides presented a proposal on this issue that represents a significant change to the contractual holiday provision, but these cannot properly be considered as "breakthrough" proposals.

This issue was raised in response to a decision by the Seventh Circuit Court of Appeals declaring that designating Good Friday as a paid holiday is unconstitutional. Because Good Friday was a paid holiday for the Hospital's public safety officers, the parties correctly deem it necessary to replace that paid holiday with a new one. The Union's proposal is based on the argument that naming a new fixed holiday, Casimir Pulaski Day, to replace the Good Friday holiday effectively will yield no net change for either the Employer or the employees.

The Union also maintains that the Employer's proposal to replace the Good Friday holiday with a floating holiday will have a negative impact upon the employees, in that they will be deprived of the opportunity to receive double time and one-half for this particular holiday, unless they are ordered to work on their floating holiday; compensation amounting to double time and one-half is possible in certain situations where an employee is scheduled to work through a holiday.

The evidentiary record suggests, however, that the Union's claim of potential loss is, at best, speculative. The Union acknowledges that it is possible for an employee to receive premium pay on a floating holiday under the Employer's proposal, if the

employee is required to work on that day. Even if such a loss does occur, which is by no means certain, the Union itself has indicated that only up to fourteen members of the bargaining unit might be negatively affected in this way. If the Employer's proposal does create any net loss in holiday pay, as the Union claims, such a loss therefore will not affect the bargaining unit as a whole.

The relevant statutory factors support adoption of the Employer's proposal, with the comparables again representing the most important factor. Moreover, accepting the Employer's assertion that the other County bargaining units have accepted the floating holiday proposal, adoption of the Employer's proposal here serves the purpose of maintaining parity between the Hospital's public safety officers and the other employee units. There is some benefit to the parties in maintaining a degree of uniformity in the treatment of holidays across the different County bargaining units, and this is a strong argument in favor of the Employer's proposal.

This Arbitrator therefore finds that the Employer has presented sufficient evidence to support its proposal that a floating holiday replace the Good Friday holiday. The Employer's final proposal on this issue therefore is adopted, and it is set forth in the Appendix attached hereto.

3. Shift Differential

The Union's final offer regarding the amount of shift differential is that effective December 1, 1998, employees should be paid one dollar and fifty cents (\$1.50) per hour, in addition to their regular rate of pay, for all hours worked between 3:00 p.m. and 8:00

a.m.

The Employer's final offer on this issue is to maintain the status quo, with employees continuing to be paid a shift differential of one dollar (\$1.00) per hour for all hours worked between 3:00 p.m. and 7:00 a.m., and with employees working the 12:00 midnight to 8:00 a.m. shift receiving this differential for the last hour worked as long as they remain incumbents of that shift.

On this issue, the parties are fifty cents apart as to the amount of shift differential paid to employees who work overnight shifts. As with the wage issue, the critical factor here is how the shift differential is treated in the comparable units, and where each party's proposal falls within the range established through analysis of the comparables.

The Employer's proposal would maintain parity between the Hospital's public safety officers and the security officers at Cook County Hospital. The arguments previously raised in favor of maintaining this parity with respect to wages apply with equal force to the shift differential. The data from the external comparables shows that under the Employer's proposal, the shift differential for the Hospital's public safety officers would be at or near the top of the range of shift differential payments for these various hospitals. By contrast, the Union's proposed shift differential is significantly higher than the present highest differential among the various comparables. There is no support, either from the comparable data or from the other statutory factors, for such a dramatic increase; the Employer's proposal on this issue is more appropriate.

This Arbitrator therefore finds that the Employer has presented sufficient evidence

to support its proposal to maintain the status quo with respect to shift differential. The Employer's final proposal on this issue therefore is adopted, and it is set forth in the Appendix attached hereto.

B. Non-Economic Issues

As for the following non-economic issues, this Arbitrator may choose one of the positions advanced by the parties for inclusion within their new collective bargaining agreement, or the Arbitrator may fashion a different resolution as a compromise.

1. Overtime Maximums

The Union's final offer on the issue of overtime maximums is that employees will be expected to perform any reasonable amounts of overtime work, but will not be required to work more than twelve (12) consecutive hours, except in emergency situations. The Union further proposes that the County shall maintain overtime records that shall be made available for inspection by the Union.

The Employer's final offer on this issue is that employees will be expected to perform any reasonable amounts of overtime work, but will not be required to work more than twelve (12) consecutive hours, except in emergency situations or to meet operational necessity. The Employer additionally contends that this issue is not a proper subject for interest arbitration in that Section 4 of the Act provides that employers shall not be required to bargain over matters of inherent managerial policy, and Section 14(i) specifies that arbitration decisions shall not include "manning." The Employer maintains that this is an issue of manpower levels, which is a managerial prerogative under the Act and

therefore not negotiable.

Before reaching the substantive merits of the parties' dispute over this issue, the Employer's challenge to its arbitrability must be addressed. The Employer has characterized this as a "manning" issue, which is not a proper subject of bargaining under Section 14(i) of the Act. If the Employer's position is correct, then this also is not an appropriate subject for interest arbitration.

Although overtime maximums obviously have some impact on staffing, this primarily is a safety issue. Despite the Employer's claim that this is not a safety issue, there can be little serious doubt that employees who work too many consecutive hours face a number of problems, principally fatigue. For public safety officers, this could present serious safety concerns for themselves, patients, visitors, and staff. I find that as a safety-related issue, this must be deemed a proper subject for collective bargaining and interest arbitration.

Addressing the merits of the parties' competing proposals, the only difference between them is that the Employer's includes a second exception to the twelve-hour maximum applied to overtime; in addition to the exception for emergencies that both parties recognize, the Employer wishes to include an exception for "operational needs."

The Union's opposition to the addition of this second exception is on solid ground. The Employer's proposal provides too generous a loophole that would allow it to exceed the contractual maximum virtually at will. Because of the previously described safety concerns associated with the issue of overtime maximums, the public's interest comes

down squarely in favor of the Union's proposal. The other statutory factors, and particularly the necessary comparison with how this issue is handled for the Cook County Hospital security officers, further confirms that the Union's proposal best satisfies the various concerns raised in connection with those factors.

This Arbitrator therefore finds that the Union has presented sufficient evidence to support its proposal to impose a maximum of twelve (12) consecutive hours on overtime work, except in emergency situations. The Union's final proposal on this issue therefore is adopted, and it is set forth in the Appendix attached hereto.

2. Firefighter II Training

The Union's final offer on this issue is to maintain the status quo, with no specific time limit applied to the successful completion of Firefighter II training.

The Employer's final offer on this issue is that new employees shall be expected to complete the Firefighter II training within their initial probationary period, while current employees shall have one year from the date of the agreement to obtain Firefighter II certification. The Employer additionally proposes that if an employee fails to obtain such certification, it shall be deemed a valid consideration with respect to employee evaluations.

The evidence relating to this issue demonstrates that the Hospital's public safety officers are responsible for performing important fire prevention and fire suppression duties. In a hospital setting, immediate and effective response to a fire obviously is of critical importance. In the particular case of Oak Forest Hospital, its location in an

unincorporated part of the county underlines the need for an on-site unit of employees properly trained and equipped to handle fire prevention and suppression; response time certainly would suffer if the Hospital were to rely solely on surrounding municipalities for these services. The public's interest in training and maintaining an employee unit that is skilled in these duties is the statutory factor that must be given the greatest weight in connection with this issue, and these considerations demonstrate that it supports adoption of the Employer's proposal.

Contrary to the Union's argument, the requirement that the Hospital's public safety officers go through basic Firefighter II training is not a new one; instead, this requirement has been in place for decades. The Employer's proposal instead is designed to address the problem presented by the fact that a significant number of the public safety officers have failed to successfully complete the training. This is a compelling argument in favor of the Employer's proposal, and it outweighs whatever negative effect its adoption might have on the veteran public safety officers. Moreover, the Employer's proposal actually serves to protect those same veteran employees, along with the rest of the Hospital's staff, patients, and visitors. An unqualified employee attempting to respond to a fire creates a severe danger to himself and everyone else in the area.

Given the Employer's costs related to the Firefighter II training and the obvious practical reasons why the Hospital's public safety officers must successfully complete that training, the Employer's proposal on this issue is entirely reasonable and fully supported by the applicable statutory factors.

This Arbitrator therefore finds that the Employer has presented sufficient evidence to support its proposal with respect to fire fighter certification. The Employer's final proposal on this issue therefore is adopted, and it is set forth in the Appendix attached hereto.

3. Light Duty

The Union's final offer on the issue of light duty is that an officer may be returned to full-time restricted duty for not more than six months, so long as the employee's attending physician has provided a written prognosis indicating the expected return to full duty, as well as a medical release indicating that the employee may perform such restricted duties.

The Employer's final offer on this issue is to maintain the status quo, which is a practice of allowing injured employees to return to work-restricted duty, subject to the approval of the Cook County Risk Management Department. The Employer further contends that this issue is not a proper subject for interest arbitration.

As with the issue of overtime maximums, it is necessary to consider the Employer's challenge to the arbitrability of this light duty issue before reaching its substantive merits. The use and application of light duty assignments certainly has an impact on the Employer's staffing decisions, but this fact does not necessarily remove it from the range of subjects that are appropriate for collective bargaining and interest arbitration. Similar to the issue of overtime maximums, the subject of light duty must be considered more of a safety issue. The availability of temporary light duty assignments,

in the proper circumstances, promotes the overall safety of the Hospital's work force, patients, and visitors by allowing public safety employees to, more or less, "get up to speed" before returning to the full range of their regular duties. Both parties have an active interest in promoting the quick return of injured employees to active duty, and the question of how to do so without compromising safety and the integrity of the Employer's operation must be deemed a proper subject for collective bargaining and interest arbitration.

Turning to the merits of this issue, the parties both characterize the Union's proposal as a "breakthrough," meaning that the Union must present a substantial and compelling argument in justification of its proposal. The Employer asserts that the issue of whether to make a temporary light-duty assignment is a management function, and that it has the prerogative to determine whether an employee can return to work while continuing to suffer from the effects of an illness or injury. The Union's proposal is based on the assertion that although some light duty assignments have been made in the past, the Employer has not been consistent in how it has handled employee requests for temporary light duty assignments.

The Union's argument fails to recognize one important aspect of this matter: by their very nature, each and every situation involving an employee injury or illness is unique. The Employer is correct in its contention that requests for light duty assignments must be handled on a case-by-case basis. The employee's physical condition and the types of light duty work available are not matters that can be standardized. Instead, the

Employer must be allowed the flexibility to handle requests for temporary light duty assignments in light of the unique circumstances surrounding each request. The Union has failed to put forward a substantial and compelling argument in favor of its "breakthrough" proposal on this issue.

This Arbitrator therefore finds that the Employer has presented sufficient evidence to support its proposal of continuing to allow injured employees to return to work-restricted duty, subject to the approval of the Cook County Risk Management Department. The Employer's final proposal on this issue therefore is adopted, and, accordingly, no new provision shall be added to the parties' collective bargaining agreement relating to light duty.

4. Identification Cards

The Union's final offer on the issue of identification cards is that the Employer shall provide all Chapter members, within sixty days of the execution of the parties' contract, with identification cards similar to those issued to Cook County Hospital Security Officers that identify the employee as a commissioned peace officer and a public safety officer of Oak Forest Hospital of Cook County.

The Employer's final offer on this issue is to maintain the status quo, with no such identification cards to be issued. The Employer additionally contends that this issue is not appropriate for interest arbitration under Section 14(i) of the Act because it relates to the type of equipment issued to or used by peace officers, which is excluded from the scope of proper subjects for arbitration decisions.

Addressing the Employer's challenge to the arbitrability of this issue first, as is necessary, the parties apparently agree that the proposed identification card represents a piece of equipment. Section 14(i) of the Act expressly states that "the type of equipment, other than uniforms, issues or used," is not a proper subject for interest arbitration in cases involving peace officers. The exception to this prohibition is safety, and safety concerns relating to the public safety officers' performance of their duties again place this issue within the range of subjects that properly may be resolved through this arbitration proceeding.

The Union, quite simply, is correct in its assertion that this issue is, first and foremost, a matter of safety. To maintain a safe and secure facility, it is absolutely essential that the Hospital's public safety officers be quickly and visibly recognizable so that there is no question of their identity. Officer Aken's testimony provides a substantial foundation for an understanding of the safety ramifications of this issue; it is essential for the Hospital's public safety officers to be able to properly identify themselves as such to the public and to peace officers from other jurisdictions. Moreover, as is too frequently demonstrated, uniforms are easily copied; the same is true for badges and stars. With the easy availability of clothing that strongly resembles law enforcement uniforms, knock-off badges, and fake stars, it is a simple matter for anyone to adopt the look of a law enforcement officer. The possible negative consequences and dangers associated with this type of imposter also are well known.

Not only do these safety concerns demonstrate that the issue of identification cards

is a proper subject for interest arbitration, but they also serve as a compelling argument for the adoption of the Union's proposal on this issue. In the hospital environment, the need to reliably identify legitimate members of the public safety unit unquestionably has a significant impact on overall security, as well as the safety of individual patients, staff members, and visitors. Given that the Hospital grounds and buildings are relatively extensive, effective security must be a compelling concern.

The issuance of properly designed identification cards represents a means of dramatically increasing the over-all security of the Hospital and its grounds by significantly reducing the possibility of confusion or error in identifying its public safety officers. This represents a substantial and compelling argument in favor of adopting the Union's proposal, one that is further supported by the relevant statutory factors; Cook County Hospital's security officers have such identification cards.

This Arbitrator therefore finds that the Union has presented sufficient evidence to support its proposal that the Employer shall provide its public safety officers with identification cards similar to those issued to Cook County Hospital security officers. The Union's final proposal on this issue therefore is adopted, and it is set forth in the Appendix attached hereto.

5. Extra Details

The Union's final offer on the issue of extra details is that no covered employee shall be required to operate the Hospital switchboard, which is a responsibility of other unionized Hospital employees.

The Employer's final offer on this issue is to maintain the status quo, with the public safety officer assigned to the main gate also being responsible for answering telephone calls transferred from the switchboard while the switchboard operator is on her lunch break, at 3:00 a.m., during the weekend shift. The Employer additionally contends that this issue is not appropriate for interest arbitration under Section 14(i) of the Act because it relates to manning, which is excluded from the scope of proper subjects for arbitration decisions, and because it is an issue of inherent managerial policy.

As emphasized by the Employer, the Union has offered a "breakthrough" proposal on this issue, one that would change a decades-old practice of having the public safety officer assigned to the main gate also answer telephone calls while the switchboard operator is on lunch break during the weekend night shift. The Union, however, has failed to offer a substantial and compelling argument in favor of its proposal.

The Union's assertion of an unfair burden upon the safety officer assigned to this extra duty is not supported by the evidence. The volume of calls and visitors during the weekend night shift's lunch hour is not so substantial as to significantly increase this public safety officer's responsibilities while the officer is covering for the switchboard operator. As for the Union's claims regarding the Employer's expansion of the public safety officers' job responsibilities and short-staffing among the public safety officers, these matters really are not related to the question of whether a long-standing practice should be changed. The practice of having the public safety officer assigned to the main gate respond to telephone calls while the switchboard operator is at lunch during the

weekend night shift appears to significantly pre-date all of these other issues that the Union has raised in support of its proposal, and these other matters represent areas of concern that are separate and distinct from this practice.

This Arbitrator therefore finds that the Employer has presented sufficient evidence to support its proposal that the public safety officer assigned to the Hospital's main gate continue being responsible for answering telephone calls transferred from the switchboard while the switchboard operator is on lunch break, at 3:00 a.m., during the weekend night shift. The Employer's final proposal on this issue therefore is adopted, and, accordingly, no new provision shall be added to the parties' collective bargaining agreement relating to extra details.

Conclusion

After a full consideration of the arguments of the parties and the evidence presented by both sides, this Arbitrator has determined that the language set forth in the Appendix hereto shall be incorporated into the parties' collective bargaining agreement,

which shall remain in effect for three years from the effective date of that agreement.

PETER R. MEYERS, Neutral Arbitrator

JOHN G. KALCHBRENNER
Employer Arbitrator

DAVID AKEN
Union Arbitrator

DATED: _____

DATED: _____

APPENDIX

(To Interest Arbitration and Award)

As set forth in the Decision and Award dated August _____, 2000, in the matter of the Interest Arbitration between the Metropolitan Alliance of Police, Chapter Number 57, and Oak Forest Hospital, this Appendix to said Decision and Award sets forth the provisions that shall be incorporated into the collective bargaining agreement between the parties, which shall be effective from December 1, 1998, through November 30, 2001.

ARTICLE VI - HOURS OF WORK AND OVERTIME

Section 6.2. Overtime:

An employee shall be paid at one and one-half (1 1/2) times their regular hourly rate of pay for hours worked beyond eight (8) hours in a work day or eighty (80) hours in any regular work period. Employees will be expected to perform any reasonable amounts of overtime work assigned to them but in no case will any employee be required to work more than twelve (12) consecutive hours, except in an emergency situation. The county shall maintain overtime records which shall be made available for inspection by the Union.

For purposes of this Article, hours worked shall mean hours actually worked and all authorized paid leave, except sick leave. Pay for overtime hours worked during the regular work period shall not be duplicated or pyramided.

ARTICLE VIII - HOLIDAYS

Section 8.1. Regular Holidays:

The following are regular holidays:

New Year's Day
Presidents' Day
Memorial Day
Labor Day
Veteran's Day
Christmas Day

Lincoln's Birthday
Martin Luther King's Birthday
Fourth of July
Columbus Day
Thanksgiving Day

In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1 of each year, which may be scheduled in accordance with the procedures for vacation selection set forth in Article VII, Section 7.5. If an employee elects not to schedule said day as provided above, the employee may request or use his/her floating holiday at any time during the fiscal year. Requests shall not be unreasonably denied. If an employee is required to work by the employer on a scheduled floating holiday, the employee shall be entitled to holiday pay pursuant to this Article.

ARTICLE XIII - WAGES

Section 13.2. Shift Differential

Effective as of December 1, 1995, covered employees will be paid a premium of one dollar (\$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.

Appendix A to Collective Bargaining Agreement

- (a) Effective the first full pay period after December 1, 1998, four percent (4%) general increase.
- (b) Effective the first full pay period after December 1, 1999, three percent (3%) general increase.
- (c) Effective the first full pay period after December 1, 2000, three percent (3%) general increase.

ARTICLE XV - TRAINING

Section 15.1. Firefighter II Training:

The Employer agrees to continue to provide Firefighter II training to all covered employees, and shall do so until all covered employees are certified by the Fire Marshall's Office of the State of Illinois. Officers taking part in firefighter training pursuant to this section shall not be responsible for other assignments, scheduled or unscheduled, during the officer's training period. Scheduled training shall not affect the vacation and/or holiday schedules of those officers not taking part in said training. Employees are expected to obtain their Firefighter II certification within their initial probationary period. If the initial probationary period is extended, the time for achieving Firefighter II certification shall be extended to the expiration of the new probationary period. Current employees shall have one year from the date of this agreement to achieve their Firefighter II certification. A failure to achieve such certification shall be a valid consideration in evaluations given to employees under Article III, Section 3.4, of this Agreement.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

Section 17.9. Identification Cards:

The County agrees to provide all Chapter members, within sixty (60) days of the execution of this contract, identification cards similar to those issued to Cook County

Hospital Security Officers. Such cards shall identify the employee as a commissioned peace officer, and as a public safety officer of Oak Forest Hospital of Cook County.