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STATE OF ILLINOIS
IN THE MATTER OF THE INTEREST ARBITRATION BETWEEN NUN 5 2000

THE COUNTY OF COOK AND
SHERIFF OF COOK COUNTY

Illinois State Lab Rel. Bd.
SPRINGFIELD, ILLINOIS

and

L-MA-99-001

METROPOLITAN ALLIANCE
OF POLICE
COOK COUNTY CORRECTIONAL OFFICERS
CHAPTER #222

APPEARANCES:

Joseph Tilson, Laura Shroyer, Patrick Blanchard, and Katherine Paterno on behalf of the Joint Employers
Joseph Mazzone on behalf of the Union

The Union was certified as the bargaining representative of the Cook County Sheriff's Correctional Officers on December 23, 1998. The bargaining unit consists of approximately 2,450 Correctional Officers and 200 Electronic Monitoring Investigators jointly employed by the County and the Sheriff and working for the Cook County Department of Corrections. The bargaining unit was previously represented by Local 714 of the International Brotherhood of Teamsters. The parties commenced negotiations for a collective bargaining agreement covering said employees effective December 1, 1998 through November 30, 2001, the prior collective bargaining agreement with the Teamsters having expired on November 30, 1998. During said negotiations the parties reached agreement on all non economic issues, but were not successful in reaching agreement on several economic issues. The County, as a joint employer, has sole authority to negotiate the economic terms of said agreement.

The Union filed for interest arbitration pursuant to Section 14 of the Illinois Public Labor Relations Act, after which the parties selected the undersigned to serve as arbitrator. An arbitration hearing in the matter was conducted on December 9, 1999. Supplementary exhibits and briefs were filed thereafter and the record was closed on May 12, 2000. Based upon a review of the foregoing record the undersigned renders the following award.

DISCUSSION:

The parties agree on thirteen external comparable counties: Los Angeles, CA; Harris, TX; San Diego, CA; Orange, CA Wayne, MI, Dade, FL; Dallas, TX; Philadelphia, PA; Cuyahoga, OH; Suffolk, NY; Alleghany, PA; Nassau, NY; and Oakland, MI.

In view of the fact that the parties agree on the comparability of thirteen external comparables, the undersigned will utilize those agreed upon comparables, based upon the agreement of the parties in this regard, as well as the somewhat limited value that external comparable data provides in the resolution of the issues in dispute in this matter--which will be discussed hereafter. The undersigned also agrees with the arbitral precedent cited herein that to the extent possible, it is of value to the parties and the negotiation process for there to be as much stability and predictability as possible in the composition of an external comparable data base.

ISSUE:

The Union proposes that if the Employer wishes to require attendance at a 15 minute roll call before the beginning of a shift, officers should be compensated at overtime rates for said period of time. The Employer does not believe such payment should be required.

UNION POSITION:

The current Agreement provides that overtime should be paid for all hours actually worked in excess of eighty (80) hours per bi weekly pay period, and that the officers' paid one hour lunch break is

not provided in many of said comparables, and because the benefit is not afforded to internal comparable law enforcement units, no compelling reason has been provided to grant said benefit. It also seems clear from the record that the Employer is not required by the FLSA to pay Correctional Officers overtime for pre shift overtime under the circumstances present herein, though it is also clear that it would not be inconsistent with that Statute for it to do so. Clearly however, this is a matter of discretion, not right, and for the reasons set forth above, there does not seem to be a compelling reason to require the Employer to pay the benefit under the circumstances present herein.

AWARD:

The Union's proposal in this regard is denied.

ISSUE:

The Union proposes that in addition to including a paid daily lunch period of one hour in the calculation of overtime pay, which is the status quo in this regard, the calculation should include all authorized paid time off used during a pay period, with the exception of sick leave. The Employer argues that the status quo in this regard should be maintained.

UNION POSITION:

The Sheriff's Police Contract provides that all compensable hours, except for sick leave, are used in the calculation of overtime. Correctional Officers should be treated similarly.

The Employer's argument that the Union's proposal in this regard would have an adverse economic impact is baseless when one looks at the average amount of overtime paid to Correctional Officers as compared with Commanding Officers (Sergeants and above).

UNION POSITION:

Because it takes 25 years for officers to reach their salary maximum under the parties' current salary schedule, it becomes apparent when reviewing external comparables that officers in the bargaining unit wait longer to reach their maximum salaries than officers in many of the external comparables.

Most importantly, the Cook County Sheriff's Police wages are substantially in excess of what bargaining unit officers are earning.

In a recent interest arbitration award, the arbitrator awarded 5.5% wage increases for each year of a three year contract covering Cook County Court Services officers, effective December 1, 1997. In said award the arbitrator explained that it was important to close the wage disparity that existed between the Court Services officers and the comparables.

The wage increases given to the Sheriff's Police are applied to much higher wages, and therefore, the increases are much larger than those being offered to the Correctional Officers.

The Employer has not treated all law enforcement units in a consistent fashion; e.g., it has treated the Sheriff's Police Sergeants differently than other law enforcement units.

Between 1992 and 2000 the Sheriff's Police Officers received a 35% increase in wages. The Sheriff's Deputies received a 47% increase during the same period. If the Union's wage proposal is adopted, Correctional Officers would receive a 40% increase during the same time period, which would be appropriate due to similar job requirements and the need for wage parity.

The Union's wage proposal is also justified based upon the fact that Correctional Officers are presently working double tiers and supervising inmates in excess of set standards.

EMPLOYER POSITION:

higher minimum and maximum salaries have a significantly higher CPI than Cook County. In fact, the few jurisdictions that pay higher wage rates to their correctional officers contrast sharply with Cook County in that they are growing counties with greater per capita revenues and a higher cost of living.

A number of the external comparable wage figures submitted by the Union appear to be in conflict with the actual contracts and other supporting data in the record. In all but one of the new external comparables submitted by the Union for which it has provided supporting data, the officers receive lower wages than the Cook County Correctional Officers.

Arbitrators generally use comparability data as a starting point to approximate a going rate, after which they consider other factors to refine their analysis. (Citation omitted) As one arbitrator observed, determining comparability is not an exact science and the quest for a true or perfect comparison is often elusive. (Citation omitted)

It is also generally recognized that interest arbitrators should avoid awarding contract terms that go beyond what the parties might reasonably have achieved in negotiations. (Citations omitted) On that basis, substantial breakthroughs normally should not be granted in interest arbitration. (Citations omitted)

Any significant alteration of the historical pattern regarding the compensation hierarchy within the Sheriff's Office would represent the sort of radical shift or breakthrough in established relationships that should be avoided in interest arbitration. To move the Correctional Officers toward the wage levels of the Sheriff's Police would result in the Correctional Officers becoming comparable in wages to some of the highest paid regular police officers in the country.

The Union offered no evidence of new or changed Correctional Officer duties or working conditions to justify its proposed increase. The Union's allegation regarding multiple tier assignments is not supported by the record, which indicates that on certain days a small percentage of officers are assigned to more than one tier, but there is no evidence indicating that this practice increases the burden placed on these officers.

Instead, it constitutes an effort to maintain some stability in the dollar to dollar pay relationship -- which has unjustifiably been expanded over time -- between these two law enforcement units operated by the Employer.

AWARD:

A 4% across the board increase effective 12/1/98.

A 3% across the board increase effective 12/1/99.

A 5% across the board increase effective 12/1/00.

ISSUES:

The Union proposes that the Sheriff's Boot Camp Officers, Female Furlough Program (Department of Women's Justice Services) and Special Operations Response Team (S.O.R.T.) be added to the Investigator II pay scale, retroactive to December 1, 1999. The Employer submits that the status quo should be maintained in this regard.

UNION POSITION:

The Investigator II pay scale was created to compensate Electronic Monitoring investigators at a rate higher than Correctional Officers because of higher risks and extra duties. The difference between the two pay scales is 4%.

With respect to officers who work in the Boot Camp as drill instructors, said officers receive extensive physical and mental training and they must maintain a high level of physical fitness, they have constant inmate contact, they are required to respond when paged, and they are responsible for the movement of inmates.

neighborhoods, make random home visits, or arrest individuals. With the exception of the SORT officers, the detainees they deal with are generally non violent, low bond individuals. They are also not required to take the extensive training that EM Investigators must take.

To grant these officers a higher pay grade (whose actual duties do not merit the increase) would also set in motion a domino effect causing all other Correctional Officers to seek reclassification on the strength of possible distinctions in their responsibilities.

External comparables also do not support the Union's position on this issue.

The Union attempted to obtain specialty pay for other specialty units within the Sheriff's Police unit in a 1998 interest arbitration, and the arbitrator rejected this effort.

Lastly, these officers are already paid at a rate virtually at the top of the list of external comparables.

DISCUSSION:

If truth be told, although the record is replete with evidence describing what EM Investigators, Boot Camp Officers, SORT Officers, and Officers who work in the Women's Furlough Program do, it provides not a clue as to what standards/criteria are utilized to determine what duties, training, experience, risk factors, etc. are or should be utilized to establish appropriate wage rates for said groups, as well as for other groups of employees performing specialized and/or unique duties. Although the Union has raised questions in the undersigned's mind as to whether any of the reclassifications it has proposed are justified, it has failed to demonstrate by persuasive evidence that said reclassifications are in fact justified. In the undersigned's opinion, what should be done with respect to these issues before the next round of negotiations is that the disputed positions should be examined by disinterested professional job evaluators to ascertain whether the positions are properly classified, and that the resulting studies should be made available to both parties before the next round of negotiations commences. Hopefully, with such information, the parties will be able to address the issues raised by the Union herein, and, if they are unable to resolve said issues in the negotiations process, an interest

Sheriff's Police Officers, the Correctional Sergeants and the Police Sergeants.

DISCUSSION:

Though it is not absolutely clear from the record, it would appear that the agreement reached between the parties regarding Good Friday becoming a floating holiday resulted in a willingness of the Union to agree to accept continuation of the major/minor holiday distinction set forth in the parties' prior agreement. Clearly internal comparables support continuation of that proviso, and in addition, there is no clearly established external comparable pattern supporting the Union's position on this issue.

AWARD:

The Union's proposal on this issue is denied.

ISSUE:

Under the prior agreement officers must work their regularly scheduled shift on the last scheduled day before and after a holiday in order to be entitled to holiday pay. The Employer asserts that the practice under said proviso allows employees to receive holiday pay if the employee uses authorized leave time, other than sick leave, on the day before and/or after the holiday. The Union proposes that officers should be entitled to full holiday pay benefits even though they are on authorized leave, including sick leave, the day before and/or after the holiday. The Employer rejects said proposal.

ISSUE:

The Union proposes that officers who retire with at least twenty (20) years of service receive compensation for fifty percent (50%) of their accrued sick leave, payable at their straight time hourly rate of pay, upon retirement. The Employer rejects this proposal.

UNION POSITION:

Of fifty (50) officers who recently retired, twenty eight (28) had ten (10) or less days of accrued sick leave on the books. The parties' Agreement allows officers to accumulate up to one hundred seventy five (175) working days, at the rate of twelve (12) days per year. It thus becomes obvious that officers are currently being allowed to utilize sick leave days on a regular basis prior to retirement, in effect cashing this time in. The Union's proposal would thus conform to past practice, and secondly, it would give officers an incentive not to abuse sick leave.

A majority of the Union's proposed external comparables offer compensation to employees for accrued but unused sick leave upon retirement.

EMPLOYER POSITION:

This proposal has been rejected by arbitrators in previous interest arbitration proceedings.

The County has consistently treated all law enforcement employees identically on this issue.

This proposal also would have a substantial economic impact.

At best, there is mixed external comparable support for the Union's proposal.

Although some employees may currently be abusing the sick leave benefit, this is certainly not a persuasive reason for changing the benefit.

which should be applied to them. In fact, the IL Supreme Court implied that it believed that to be the case. (Citation omitted) The State of IL and the City of Chicago both provide their employees with benefits identical to those provided by the IL Public Employees Act.

In the alternative, the County should at least pay officers injured in the line of duty the same benefit currently being given to the Sheriff's Police Officers (Tr. 81-83), which is thirty (30) days of pay immediately following the occurrence of the disability.

A majority of the Union's proposed external comparables provide similar benefits.

EMPLOYER POSITION:

The Union's proposed external comparables do not support a change in the status quo in this regard.

The County maintains a uniform, county-wide practice, with the exception of the Sheriff's Police, that is consistent with the status quo.

The Union agreed that the County's settlement with the Police on this issue could not be used against the Employer in this matter.

DISCUSSION:

In view of the fact that the parties have agreed that the Employer's Agreement with the Police cannot be used as an internal comparable on this issue, internal comparability evidence clearly supports the Employer's position on this issue. There also does not appear to be a clear pattern of support for the Union's position among the external comparables.

AWARD:

The Union's proposals on this issue are denied.

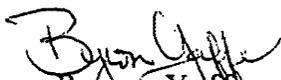
DISCUSSION:

While internal comparability evidence would appear to support the reasonableness of the Union's request that Officers receive at least some reimbursement for the cost of newly required clothing or equipment, the Union's proposed uniform allowance is clearly out of line with the allowances given to officers in the internal comparable units. There is also no compelling reason to grant the Union's proposal based upon external comparability.

AWARD:

The Union's proposal is denied.

Dated this 12th day of June, 2000 at Chicago, IL 60640


Byron Yaffe
Arbitrator