

STATE OF ILLINOIS
IN THE MATTER OF THE INTEREST ARBITRATION BETWEEN

COUNTY OF WINNEBAGO/
WINNEBAGO COUNTY SHERIFF

AND

Case S-MA-10-008

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL

APPEARANCES:

John Roche on behalf of the Union
Joseph Bruscato on behalf of the Employer

This is an interest arbitration award under Section 14 of the IL Public Labor Relations Act. Pursuant to Section 14© 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, at the request of the parties, the undersigned met with the parties on September 23, 2010 in an informal proceeding to allow the parties to define, clarify, and narrow the issues in dispute.

During the course of said discussions, the parties exchanged evidence, which they shared with the undersigned, and made arguments in support of their respective positions.

With the consent of the parties, based upon said exchanges, the undersigned, after taking into consideration the factors set forth in Section 14 of the Act, made recommendations for the resolution of the issues that remained in dispute, believing that said recommendations were supportable based upon said statutory factors.

After due consideration, the parties agreed to permit the undersigned to issue an award containing the aforementioned recommendations, resolving all issues that remained in dispute, without further hearing.

Based thereon, the undersigned hereby renders the following Interest Arbitration award:

The parties' successor collective bargaining agreement shall be effective from the first day of October 2009 through the 30th day of September 2013.

The wage schedules that will be in effect for the duration of said Agreement are set forth in the attached Appendix A. Said Appendix was prepared by the parties at the undersigned's request.

The Retirement Health Savings Account proviso shall provide:

To the extent allowed by applicable law, each employee shall contribute \$40.00 per pay period (which must be made from an employee's gross wages and shall not, therefore, be based upon compensatory time, accrued leave and/or other non-wage contributions (except at separation of employment at which time compensatory time or vacation time may be the subject of an employee contribution) to Vantage Care Retirement Health Savings Plan ("RHS Plan"). The Employer shall contribute an additional \$40.00 per pay period to each employee's plan. Eligibility for, determination of election window and participation in the RHS plan shall be governed by the applicable plan documents, as such may be amended from time to time. Upon completion of 26 years of service, neither the Employer nor the employee reaching those years of service will contribute to that employee's plan.

The Insurance Cost proviso in the Agreement shall provide (in a format agreed to by the parties):

The employee shall pay for the cost of health and dental coverage according the following schedule, the remainder shall be paid by the Employer:

Employee annual costs for '10, '11, and '12, for single coverage shall be \$1180, and for dependent coverage, \$2753.

Effective 1/1/13 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of thirteen hundred dollars (\$1300) annually for single coverage and thirty-four hundred dollars (\$3400) annually for family coverage.

Premiums paid by the individual employee under this Section shall be deducted from the employee's paycheck.

Any employee that elects either individual or dependent health and dental insurance coverage shall enroll in the insurance premium only portion of the Section 125 Plan provided by the Employer(s); provided, however, should an employee demonstrate to the Employer(s) that his/her participation in the Section 125 Plan will have an adverse impact on his/her Social Security earnings or pension through the Illinois Municipal Retirement Fund, his/her participation in the Section 125 Plan may be waived.

Deductibles for medical services other than prescription drugs and maximum out-of-pocket shall be as follows throughout this Agreement.

Effective 1/1/09, for single coverage, \$500; for dependent coverage, \$500 per person with a maximum of \$1000 per family; and with maximum out of pockets for single coverage of \$1000 and for family coverage, \$3000.

Effective January 1, 2010 the cost of prescription drugs will be a co-pay of seventeen dollars (\$17) for generic medications or the best daily price whichever is less; a co-pay of seventeen dollars (\$17) plus twenty percent (20%) of the cost of preferred brand name medications; and for non-preferred brand name medications, a co-pay of seventeen dollars (\$17) plus the difference between the cost of the generic equivalent medications or the preferred brand name equivalent and the non-preferred brand name when the physician indicates that the generic equivalent and/or the preferred brand name may be dispensed, but the employee and/or dependent prefers the non-preferred brand name medication. Mail order prescriptions will be available in 90-day increments. The co-pay for the mail order prescriptions will be two (2) times the cost of the co-pay for each category of the medications as outlined above. The maximum out-of-pocket per calendar year, over and above the co-pays for prescription drugs per employee or dependent will be two thousand dollars (\$2000) with a maximum of four thousand dollars (\$4000) per family.

HMO's

In accordance with the provisions of federal law and regulations thereunder, if applicable, the Employer(s) shall make available the option of membership in a qualified health maintenance organization to employees and their eligible dependents who reside in the service areas of qualified HMO's.

The Employer(s) shall make information concerning HMO's available to each employee and establish an enrollment period at least once each year.

Any employee who elects individual and/or dependent coverage under the HMO shall pay according to the following schedule:

Employee annual costs are identical to the costs set forth above for health and dental coverage.

Under the Grievance Procedure a Grievance shall be defined as a dispute or difference of opinion raised by an employee or the Union against the Employer involving an alleged violation of an express provision of this Agreement, including but not limited to just cause for discipline.

The Discipline proviso shall provide:

All discipline imposed by the Sheriff shall be based on just cause, consistent with the principles of progressive and corrective discipline. The Sheriff shall have the authority to issue and impose discipline up to and including discharge. The Sheriff shall not file charges with the Merit Commission. The Merit Commission no longer

has jurisdiction over any disciplinary matters concerning the employees covered under this Agreement. All discipline is subject to the Grievance Procedure of this Agreement.

The Agreement's Right to Contest provision shall provide:

If disciplinary action is not taken against any employee based in whole or in part upon the results of a drug or alcohol test, the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the test, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievance shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any portion of the test. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceedings involving the employee.

The proviso regarding the Sheriff's Merit Commission shall provide:

The parties recognize that the Winnebago County Sheriff's Police Merit Commission has certain statutory authority over employees covered by this Agreement, including, but not limited to, the right to promote, and layoff employees and to make, alter and enforce rules and regulations.

Each employee shall receive a copy of the most recently revised Merit Commission Rules and Regulations. Any subsequent revisions of the currently published Merit Commission Rules and Regulations shall be given to each employee within thirty (30) days of enactment by the Merit Commission. The Union will be provided two (2) complete copies of the Merit Commission Rules and Regulations.

All other terms and conditions set forth in the parties' successor agreement were agreed to by the parties without recommendations by the undersigned.

Dated this 18th day of November 2010 at Chicago, IL 60660


Byron Yaffe
Arbitrator

APPENDIX A

FOR THE PERIOD OCTOBER 1, 2009 THROUGH MARCH 31, 2011

MERITED DEPUTY

	<u>ENTRY</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>E</u>
Hourly	\$20.9900	\$21.4861	\$22.5635	\$23.6885	\$24.8726	\$26.4664	\$27.4206
Annually	\$45,968	\$47,055	\$49,414	\$51,878	\$54,471	\$57,961	\$60,051

SENIOR DEPUTY

At 10 Years	\$28.7921
Hourly	\$63,055
Annual	

At 15 Years	
Hourly	\$29.8441
Annual	\$65,359

At 20 Years	
Hourly	\$30.0505
Annual	\$65,811

DETECTIVE

	<u>A</u>	<u>B</u>	<u>C</u>
Hourly	\$29.7356	\$31.2224	\$32.7826
Annual	\$65,121	\$68,377	\$71,794

Annualized figures are provided for illustration purposes only based on 2,190 hours worked per year. Employees are not guaranteed an annual salary.

NOTE: LONGEVITY IS NOT INCLUDED IN THE ABOVE HOURLY RATES.

FOR THE PERIOD APRIL 1, 2011 THROUGH DECEMBER 31, 2011

**MERITED
DEPUTY**

	<u>ENTRY</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Hourly	\$21.4098	\$21.9158	\$23.0148	\$24.1623	\$25.3701	\$26.9957	\$27.9690
Annually	\$46,887	\$47,996	\$50,402	\$52,915	\$55,560	\$59,121	\$61,252

**SENIOR
DEPUTY**

At 10 Years	\$29.3679
Hourly	\$64,316
Annual	

At 15 Years	
Hourly	\$30.4410
Annual	\$66,666

At 20 Years	
Hourly	\$30.6515
Annual	\$67,127

DETECTIVE

	<u>A</u>	<u>B</u>	<u>C</u>
Hourly	\$30.3303	\$31.8468	\$33.4383
Annual	\$66,423	\$69,745	\$73,230

Annualized figures are provided for illustration purposes only based on 2,190 hours

worked per year. Employees are not guaranteed an annual salary.

NOTE: LONGEVITY IS NOT INCLUDED IN THE ABOVE HOURLY RATES.

FOR THE PERIOD JANUARY 1, 2012 THROUGH DECEMBER 31, 2012

**MERITED
DEPUTY**

	<u>ENTRY</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>E</u>
Hourly	\$22.0521	\$22.5733	\$23.7052	\$24.8871	\$26.1312	\$27.8056	\$28.8081
Annually	\$48,294	\$49,436	\$51,914	\$54,503	\$57,227	\$60,894	\$63,090

**SENIOR
DEPUTY**

At 10 Years \$30.2490
 Hourly \$66,245
 Annual

At 15 Years
 Hourly \$31.3542
 Annual \$68,666

At 20 Years
 Hourly \$31.5711
 Annual \$69,141

DETECTIVE

	<u>A</u>	<u>B</u>	<u>C</u>
Hourly	\$31.2402	\$32.8023	\$34.4414
Annual	\$68,416	\$71,837	\$75,427

Annualized figures are provided for illustration purposes only based on 2,190 hours worked per year. Employees are not guaranteed an annual salary.

NOTE: LONGEVITY IS NOT INCLUDED IN THE ABOVE HOURLY RATES.

EFFECTIVE JANUARY 1, 2013

**MERITED
DEPUTY**

	<u>ENTRY</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Hourly	\$22.7137	\$23.2505	\$24.4164	\$25.6338	\$26.9151	\$28.6398	\$29.6723
Annually	\$49,743	\$50,919	\$53,472	\$56,138	\$58,944	\$62,721	\$64,982

**SENIOR
DEPUTY**

At 10 Years \$31.1564
 Hourly \$68,233
 Annual

At 15 Years
 Hourly \$32.2948
 Annual \$70,726

At 20 Years
 Hourly \$32.5182
 Annual \$71,215

DETECTIVE

	<u>A</u>	<u>B</u>	<u>C</u>
Hourly	\$32.1774	\$33.7863	\$35.4746
Annual	\$70,469	\$73,992	\$77,689

Annualized figures are provided for illustration purposes only based on 2,190 hours worked per year. Employees are not guaranteed an annual salary.

NOTE: LONGEVITY IS NOT INCLUDED IN THE ABOVE HOURLY RATES.