

In the Matter of the Interest Arbitration Between

County of Effingham/Sheriff's Department

-- and --

Illinois FOP Labor Council
ILRB No. S-MA-10-375

AWARD

Before Matthew W. Finkin, Arbitrator.

AWARD

This matter was heard in Effingham, Illinois, on September 11, 2012. The Employer was represented by Andrew J. Martone, Esq., and Richard V. Stewart, Jr., Esq. The Union by John Weathers, Esq. Pursuant to 5 ILCS 315/14, the undersigned was designated the neutral chairman and was presented with the parties' final offers on contested economic issues. At the outset of the instant proceeding agreement was reached between the parties on several of the issues in dispute. Of the remaining issues, awarded below, the parties stipulated that whereas the contractual provisions awarded below did not reflect their preferred positions, they would be acceptable in terms of the total agreement and for the health of sound management-union relations.

The undersigned has conducted an independent review of the contested matter in light of the criteria set out in 5 ILCS 315/14(h) and of the parties' representations with respect to each. The undersigned has determined that the award set out below fully comports with these statutory provisions and is in the public interest. Accordingly, the Arbitrator finds and orders that the

contractual provisions appended below shall be adopted and incorporated in to the parties' collective bargaining agreement.



Matthew W. Finkin
Arbitrator

19 Oct 2012

Date

Mediation/Arbitration Settlement

September 11, 2012

Tentative Agreements

ARTICLE 10 LEAVES OF ABSENCE

Section 10.1 – Death in the Family

In the event of a death in the immediate family of an employee including spouse, parents, step-parents, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, father-in-law, mother-in-law, child or stepchild (including legally adopted children), son-in-law, daughter-in-law, grandparent, grandchildren, an employee shall be granted a leave of absence with full pay for a period of up to ~~two (2)~~ **three (3)** working days to make necessary arrangements, if necessary, and/or to attend funeral services. Leave, in addition to the specified duration, may be approved by the Department Head under special circumstances, but such additional leave shall be without pay. Personal days may be used to attend funeral services for family members not in the employee's immediate family.

Resolution of Open Issues

ARTICLE 8 HOLIDAYS

Section 8.1 – Entitlement

Employees not scheduled to work on the following enumerated holidays shall receive their regular salary for such days:

| | |
|------------------------------------|---------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr.'s Birthday | Columbus Day |
| Lincoln's Birthday | Veterans Day |
| Good Friday | Thanksgiving Day (Thursday) |
| Memorial Day | Day after Thanksgiving (Friday) |
| Independence Day | Christmas Eve |
| | Christmas Day |

And any additional days proclaimed by the County Board as holidays ~~or non-work days~~.

If a holiday falls on Saturday, the day before is to be taken and if the holiday falls on Sunday, the following Monday is to be taken provided the employee's regular days off are Saturday and Sunday. All other employees shall observe the listed holidays on the day the holiday is normally celebrated.

ARTICLE 11 WAGES

Section 11.1 – Salaries and Longevity Plan

Retroactive to September 1, ~~2007~~ **2010**, and effective each year of this Agreement, the salaries and longevity pay for all employees shall be as set forth in Appendix B hereto.

| | |
|-----------------------------|-----------------|
| 9/1/07 – 8/31/08 | 3.0% |
| 9/1/08 – 8/31/09 | 3.0% |
| 9/1/09 – 8/31/10 | 3.0% |
| <u>9/1/10 – 8/31/11</u> | <u>3.0%</u> |
| <u>9/1/11 – 8/31/12</u> | <u>1.5%</u> |
| <u>9/1/12 – 8/31/13</u> | <u>2.0%</u> |
| <u>9/1/13 – 8/31/14</u> | <u>2.5%</u> |

In addition to the above, a new step at twenty years, calculated at three per cent (3%) above the fifteen year step, will become effective as of September 1, 1999.

Also effective September 1, 1999, the Corporals rate of pay will be seventy-five dollars (\$75.00) above the patrol deputy's corresponding rate of pay and the Sergeant's rate of pay will be one hundred seventy-five dollars (\$175.00) above the patrol deputy's corresponding rate of pay.

ARTICLE 12 HEALTH INSURANCE

Section 12.2 – Contributions

The Employer shall pay one hundred percent (100%) of the contribution of coverage for full-time employees (but not dependents) of the term of this Agreement, with the following provisions:

1. The Employer shall pay 100% of the monthly premium for health insurance up to ~~\$350.00~~ **\$400.00** per month **effective December 1, 2012.**
2. If the monthly per employee insurance cost for single coverage exceeds ~~\$350.00~~ **\$400.00** per month, the premium over ~~\$350.00~~ **\$400.00** per month shall be paid equally between the Employer and the Employee, with a cap on Employee contribution of ~~\$42.50~~ per month, ~~effective 9/1/07, (not retroactive) a cap on Employee contribution of \$52.50 per month effective 3/1/09 and a cap of \$62.50 effective 12/1/09~~ **\$75.00 per month effective December 1, 2012.**

There shall be no insurance contribution for part time employees.