

**ILLINOIS LABOR RELATIONS BOARD  
INTEREST ARBITRATION**

**POLICEMEN'S BENEVOLENT  
LABOR COMMITTEE  
911 Communications Unit**

**and**

**COUNTY OF CLINTON, ILLINOIS  
CLINTON COUNTY SHERIFF  
Joint Employers**

**S-MA-12-092**

**OPINION AND AWARD  
of  
John C. Fletcher, Arbitrator  
August 26, 2013**

The parties are before the Arbitrator for a successor collective bargaining agreement to one that was effective between December 1, 2008 and November 30, 2011.<sup>1</sup> The Unit involved consists of 9 Telecommunication Deputies,<sup>2</sup> all being sworn with four or five of them being armed.<sup>3</sup>

The final offers of the parties are:<sup>4</sup>

**UNION:**

(1) The Union proposes the same term/duration, general wage increases and health insurance premium contribution amounts (and Rx co-pay amounts) awarded in S-MA-12-030.<sup>5</sup>

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<sup>1</sup> Union exhibit No. 1.

<sup>2</sup> Id, Article 2.

<sup>3</sup> Comments of Counsel at hearing.

<sup>4</sup> The Statutory Criteria in this matter need not be visited here, as the parties are well experienced in Illinois Public Sector Interest Arbitration. It should be noted, however, that the Parties waived two requirements of the law, the matter is to be decided by a single arbitrator, and a court reporter is not necessary.

(2) All other provisions shall remain *status quo*.<sup>6</sup>

**COUNTY:**

**Article 20, Wages**<sup>7</sup>

Retroactive general wage Increases:

Effective 12/1/2012 – 0%  
 Effective 12/1/2012 – 2.0%  
 Effective 12/1/2013 – 2.5%

**Article 24 Health Insurance**<sup>8</sup>

The employee's total monthly cost for single insurance premium is fifty dollars (\$50) per month ...

+ Changes to prescription drug co-pays.

**Article 22 Holidays**

For purposes of this Agreement the following days shall be considered Holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day.

**Article 23 Vacations**<sup>9</sup>

For all officers hired on or After December 1, 2012, the vacation schedule shall be as follows:

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<sup>5</sup> Award S-MA-12-030, issued on July 19, 2013, by Arbitrator Raymond E. McAlpin, ("McAlpin") involved a Unit of Clinton County Deputies and Corrections Officers represented by the Illinois Fraternal Order of Police Labor Council.

<sup>6</sup> Union Exhibit No. 3.

<sup>7</sup> Article 20 in the parties Agreement involved in this arbitration is "Leaves of Absence". The wage provision is contained in Article 21. See, footnote 13 below, for an explanation.

<sup>8</sup> Id. Article 25 is the Insurance article in the PBLC Agreement.

<sup>9</sup> Id. Article 24 is the Vacations provision in the PBLC Agreement.

After one year: 5 days.

After five years: 7 days.

After ten years: 10 days

After twenty years: 20 days

For all officers hired before December 1, 2012, the vacation schedule would be ... (*status quo*)

**Article 27 Drug and Alcohol Policy (New)**<sup>10</sup>

Add New Drug & Alcohol Policy (Attached)

... as to alcohol, concentration of .04 or more (based on grams of alcohol per 100 milliliters of blood) shall be considered positive; the Employee agrees that concentrations less than .04 indicate the employee is not under the influence of alcohol.

**Art. 28 Physical Fitness (New)**<sup>11</sup>

... The Sheriff adopts the Illinois Police Training and Standards Board Physical Fitness Program as it exists on December 1, 2012, and the same is hereby incorporated herein by reference ...

For those employees hired after December 1, 2012, participation in the program shall be mandatory. For those employees hired before December 1, 2012, participation in the program shall be voluntary and subparagraphs (2) and (3) below shall not apply. For those employees who participate in the program the following provisions apply:

1. An employee who successfully completes the test each year shall receive an “achievement bonus” of two hundred and fifty dollars (\$250)...
2. An employee who fails to successfully complete the program will be subject to discharge at the Employer’s sole discretion. The Sheriff reserves the right to reassign an employee to another suitable position if a job exists.

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<sup>10</sup> Id. Article 27 in the PBLC Agreement is Discipline and Discharge.

<sup>11</sup> Id. Article 28 in the PBLC Agreement is Sick Leave.

3. The failure or refusal to participate in the program will subject an employee to discharge. If an employee is off work due to work related injury or disability, the employee shall be excused from participation in the program until such time as he or she has been cleared to return to work.

**Art. 4 Dues Deduction**<sup>12</sup>

The Labor Council shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or form of liability arising from any action taken by the Employer in complying with this Article.<sup>13</sup>

Because *McAlpin*, for a variety of valid reasons that need not be visited in any great detail here, has a manifest impact in the final outcome of this arbitration, his findings on each of the Employer's final offers is summarized below.

**Article 20, Wages** - *McAplin* awarded the Union's final offer on wages: Effective 12/1/2011 – 2.5%; effective 12/1/2012 – 2.5%; effective 12/1/2013 – 3.0%. (Award at page 22, “the Arbitrator finds that the Union's position more closely meets the external comparables.”)

**Article 24, Health Insurance** – *McAlpin* awarded the Employer's final offer on health insurance contributions. (Award at page 23, “the Arbitrator finds that the Employer's proposal should be accepted.”)<sup>14</sup>

<sup>12</sup> Id. The dues deduction provision in the PBLC Agreement is Article 5.

<sup>13</sup> Employer Exhibit No. 2. The Arbitrator accepts that the Employer's final offer is identical to the final offer it made before Arbitrator *McAlpin*, as the heading on this exhibit is Clinton County Sheriff FOP Labor Council, the parties that were before *McAlpin*. Also County's final offer here mirrors that set out in *McAlpin*. (See, Award at pp. 8-12.)

<sup>14</sup> See also, *McAlpin* discussion on the difficulty in applying the cost of living criterion in the Collective Bargaining context, Award at 21, which this Arbitrator embraces here.

**Article 22, Holidays & Article 23 Vacations** – *McAlpin* combines findings on holidays and vacations under the single heading “Holidays”. With respect to the Employer’s final offer on holidays, *McAlpin* characterizes this as a “takeaway ... without any *quid pro quo* or proof of need.” With respect to the Employer’s final offer on vacations *McAlpin* notes that while two-tier systems may work initially, internal problems develop in the future. The *status quo* was awarded for both holidays and vacations. (Award at page 24.)

**Article 27 Drug and Alcohol Policy (New)** – *McAlpin* found the Employer’s policy to be reasonable and appropriate. (Award at page 34.)

**Article 28 Physical Fitness (New)** – *McAlpin* holds that the County had proposed a two tier system without evidence that it was needed, and without a *quid pro quo*. The Employer’s proposal was not adopted. (Award at page 25.)

**Article 4 Dues Deduction** – *McAlpin* awarded the *status quo* on dues deduction. (Award at page 26.)

## **FINDINGS AND AWARD**

In the instant matter the Arbitrator will award the Union’s final offer on wages and insurance, Articles 20 and 24.<sup>15</sup> This Arbitrator embraces the findings of *McAlpin* on these two issues. In addition, the Arbitrator notes, the Unit is but a

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<sup>15</sup> For convenience only, the Arbitrator is using the article numbering provided in the Employer’s final offer. The actual articles to be amended or remain *status quo* are those in the PBLA Agreement.

small part of the Sheriff Department, and 911 Communicators work closely with other sworn Department officers.<sup>16</sup> It is acknowledged that it appears that in *McAlpin* final wage offers are based *mainly* on external comparables<sup>17</sup> when determining which party's offer more closely comported to the statutory criteria, while this Arbitrator in following *McAlpin* concludes internal comparability with the FOP Unit is appropriate.

With regard to Holidays and Vacations, Articles 22 and 23, the *status quo* will be continued. In addition to the reasons stated in *McAlpin*, this Arbitrator's experience teaches that often when a collective bargaining agreement contains holiday and vacation provisions that appear more liberal than the norm, the reason may be found in long-ago "deals" that were made to accommodate other employment deficiencies. For, example, a year ago this Arbitrator was confronted with a case where employees who did not work on a holiday were paid double time for the holiday and employees who did work on the holiday were paid triple time and one-half for the day. It developed that the practice in the application of the

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<sup>16</sup> This particular communications unit appears to be set up differently from communication units elsewhere in the State, in that all employees are sworn deputies and several are also armed deputies, elsewhere communications employees are not deemed public safety employees.

<sup>17</sup> *McAlpin* rejected the Employer's argument on internal comparability noting that, "clerical units, Department of Public Works units, etc., are not directly comparable to police or public safety units. This Arbitrator does not believe that DPW and clerical units have enough in common with police units to in any way be directly comparable." (Award at page 22.) In the instant matter, this Arbitrator concludes, Unit employees, *inter alia*, because they are sworn and some are armed, are manifestly more common to the FOP Unit than clerical and public works units.

holiday provisions in the collective bargaining agreement was put in place by mutual understanding of the parties to provide additional annual compensation for the unit because their base wages were well below comparable units.<sup>18</sup> This may not be the same situation in the matter under review here, but, nonetheless, the Employer is seeking a major change in two existing collective bargaining provisions. In order to be persuasive the County “must fully justify its position, providing strong reasons, and a proven need.”<sup>19</sup>

With regard to Drug and Alcohol testing, new Article 27, the Employer’s proposal will be awarded. The County’s proposal is reasonable, and if this Unit is to be considered comparable to the FOP Unit, deputies in this Unit should be treated no differently from deputies in the FOP Unit with regard to drug and alcohol testing.

The same is true with regard to the Employers final offers on Physical Fitness, proposed new Article 28, and Dues Deduction, Article 4. This Arbitrator finds no valid reason to deviate from the findings in *McAlpin*. The *status quo* will not be modified.

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<sup>18</sup> See, FMCS Arbitration 12-51445-A, *IUOE Local 150 & Mercer County Sheriff*, Fletcher, Arb. (2012) (unpublished).

<sup>19</sup> *McAlpin*, Award at page 20. See also, Interest Arbitration awards posted on the ILRB website that are replete with mention of the burden to be shouldered by a party seeking to revise an existing CBA provision claimed to be onerous.

**A W A R D**

The parties are directed to make the above modifications in their collective bargaining agreement.

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John C. Fletcher, Arbitrator

Boone County, Illinois – August 28, 2013