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Mediation
Arbitration
Time Studies
Training and

S-MA-87-065

ILRB #012

July 6, 1987

Mr. William Fitzpatrick
County of Peoria, Illinois

Mr. John B. Lewis
F.O.P.

Dear Sirs:

First let me thank you for your fine presentations of the issues and for your cooperation.

I also want to thank Robert Loscheider and John Steckenrider for their assistance and participation in these hearings.

Now on the issues in dispute:

SENIORITY

Generally the rank of Lieutenant denotes management and it appears that in this department they exercise supervision over the Deputy Sheriffs. However if it does not interfere with the efficiency of the operation Some consideration could be given to a man's wishes as to shift preference.

WORK SCHEDULE

The Scheduled Work Week of the Deputy Sheriffs should be allowed to remain intact as scheduled. Then all hours over forty (40) should be at premium pay rates.

VACATIONS

There seems to be very little difference between the parties on this issue. As long as Hours are the compensation for Vacation then Hours should govern. However every consideration should be given if a Deputy or Lieutenant would want to remain off work without pay for the balance of his short Vacation Day.

I feel the County proposal of paid vacation time off is fair for this first contract.

HOLIDAYS

The past practice of two (2) Personal Days off should continue. This is a benefit that has been enjoyed by the Department and the elimination of this benefit could have an effect on the morale of the department.

GENERAL PROVISIONS

It appears that this poses no problem and has been resolved by the parties.

HEALTH BENEFIT PLAN

Co-Payment of Health and Welfare Plans have increased in the past years due to the inflation of hospital and medical costs. The FOP proposes a set cost for the duration of the contract which has been refused by the Peoria County Sheriff's Office. I believe that the plan's experience should be reviewed by the parties before any changes in the cost to the employees, and such new costs remain for a period of one year. This would stabilize costs for that period.

WAGES

I do not find that the Peoria County Sheriffs Department wage offer is out of line in this first contract. However I can see some would-be evils in the proposal on Merit Increases.

A policy on Merit Increases should be adopted, copies posted on the bulletin board and also given to the FOP. In this way the Deputy Sheriffs and Lieutenants can see what is expected of them in order to earn a Merit Increase.

I also feel all employees' rates of pay should be reviewed and corrected if necessary upon the signing of the contract.

FINDINGS

Although each side has merit in its proposals my duty is to recommend one total proposal or the other.

Because the balance tilts slightly toward the Peoria County Sheriff's Department I must therefore recommend their proposal be accepted.

July 6, 1987

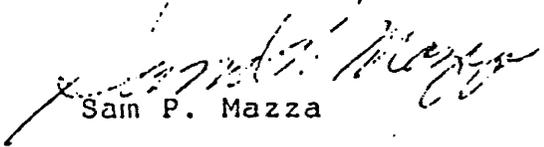
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Section 1230.100 E

J. J. Zimmerman, General Counsel, ISLRB stated this clause is not "carved in stone." Therefore I recommend the parties adhere to their agreement on Retroactive Pay.

May I wish the parties harmony and cooperation in this their first contract.

Respectfully yours,



Sam P. Mazza

SPM/df

cc: Mr. R. E. Loscheider
Mr. John Steckenrider

ASSOCIATES
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Mediation
Arbitration
Time Studies
Training and
Human Relations

438

July 20, 1987

Mr. William Fitzpatrick
County of Peoria, Illinois

Mr. John B. Lewis
Fraternal Order of Police

Dear Sirs:

Due to a misunderstanding of the rules of the Illinois Public Relations Act covering police and firemen I made an inaccurate recommendation in this case. I now wish to correct the same.

Under findings of my letter of July 6, 1987, delete the language starting from the word "although" and continue deletion into the next paragraph ending with the word "accepted."

Instead here are my recommendations and findings:

Seniority: I find for Peoria County Sheriff's Dept.

Work Schedule: I find for the F.O.P. OVERTIME

Vacations: I find for Peoria County Sheriff's Dept.

Holidays: I find for the F.O.P. PERS. PAYS

General: This has been resolved by the parties

Health Benefit Plan: I find for the Peoria County Sheriff's Dept.

Wages: I find for the Peoria County Sheriff's Dept.

All other language remains, however, the findings on each issue are the final words in these disputes.

Respectively yours,

Sam P. Mazza

cc: R. E. Lascheider
John Steckenrider

SPM/df