

In the Matter of the Arbitration between
 The County of Greene and the Greene
 County Sheriff
 and
 The Illinois Fraternal Order of Police
 Labor Council

F.M.C.S. Case No. 90-05657

ARBITRATOR'S AWARD

Appearances: On behalf of the Employer; David A. Hibben, Greene County Representative, State's Attorneys Appellate Prosecutor.
 On behalf of the Union; Thomas F. Someborn, Legal Director.

Introduction

The County of Greene and the Greene County Sheriff, hereinafter referred to as the Employer and The Illinois Fraternal Order of Police Labor Council, hereinafter referred to as the Union, were unable to resolve a dispute concerning lay off language, wages, and longevity pay. From a list provided by the Federal Mediation and Conciliation Service, the undersigned was selected to act as Interest Arbitrator. A hearing was conducted on March 20, 1990, in Greene County, Illinois, Courthouse, and both parties presented evidence and arguments at that time. Post hearing briefs were submitted to the Arbitrator on May 1, 1990.

Background

The Union has proposed in its final offer that the Employer give sixty days notice prior to a layoff; that probationary, temporary and part-time employees be laid off first; that employees be laid off based on unit wide seniority; and that employees laid off have recall rights for twenty-five months. The County argued that the current contract language not be altered, or if altered, it should be changed only to the extent of providing thirty days notice of layoff.

In regard to wages, the Union proposed pay increases of: 2.97% for Deputy Sheriffs; 2.37% for Correctional Officers; 2.41% for Secretary/Matron; and 2.11% for Dispatcher/Matron. The Employer proposed no increase.

In regard to longevity pay the Union proposed:
 1% increase in base pay after 1 year
 1% increase after two through 5 years of service
 3/4% after 6 years through 10 years of service
 After 11 years of service an additional 1/2% increase.

The County proposed no longevity pay.

Positions of the Parties

The Union's position is that it needs protective language regarding layoffs, because if its economic requests are awarded by the Arbitrator, the Sheriff's department may have to meet the financial restraints of the County Board by laying off employees.

The Employer objects to the Union's proposal on layoffs by arguing the restraints requested by the Union would be uneconomic and inefficient for a Sheriff's department of this size.

In regard to the economics of the Union's wage proposal, it contends that its requests are extremely modest in view of a comparison of salaries with other counties, the adverse effect of inflation on real salaries, and the high turnover rate among officers in the Sheriff's department.

The County contends it just does not have the money to provide a pay increase or longevity pay.

Discussion

The Arbitrator finds that the Union proposal on layoffs and recall has merit in respect to sixty days notice and recall rights for twenty-five months. However, given the size of the department, the new restrictions regarding the order of layoff are not reasonable and the contract should remain unaltered in that regard.

Although the Arbitrator sympathizes with the economic plight of the Employer, the economic proposal of the Union is eminently reasonable and the economic consequences to the Employer appear to be minimal and well within its ability to pay. Both the modest pay increase and the longevity pay seem necessary to retain employees and minimize the cost of constantly having to hire new employees and train them to meet state standards. Moreover the economic forecasts of the Employer appear to be exaggerated on the adverse side and total cost of the Union's proposal is sufficiently modest that it should be manageable by the County.

In short the Arbitrator makes the following

AWARD

1. The seniority and recall provisions of the contract should be altered to provide sixty days notice of a layoff and recall rights for twenty-five months.
2. The salary and longevity pay proposals of the Union are considered the last best offer of the parties and are awarded.

Completed this 2nd day of May, 1990, in Taylorville, Illinois.


Allan J. Harrison
Arbitrator