

ILLINOIS STATE LABOR RELATIONS BOARD
INTEREST ARBITRATION

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Illinois State Lab Rel. Bd.
SPRINGFIELD, ILLINOIS

In the Matter of the Arbitration)
)
 between)
)
 COUNTY OF WILLIAMSON and)
 SHERIFF OF WILLIAMSON COUNTY)
)
 and)
)
 AMERICAN FEDERATION OF STATE, COUNTY)
 AND MUNICIPAL EMPLOYEES, COUNCIL 31)

Before

HARVEY A. NATHAN,
Sole Arbitrator

ISLRB No. S-MA-97-240

Hearing Held: September 8, 1997

For the Employer: Dennis Presley,
Sheriff,

For the Union: Thomas J. Edstrom,
Counsel

S T I P U L A T E D A W A R D

This is an interest arbitration proceeding held pursuant to Section 14 of the Illinois Public Labor Relations Act (5 ILL 315/14), hereinafter referred to as the "Act," and the Rules and Regulations of the Illinois State Labor Relations Board ("Board"). The parties are the County of Williamson and the Sheriff of Williamson County, as joint employers, hereinafter the "Employer," and the American Federation of State, County and Municipal Employees, Council 31, hereinafter the "Union."

At the outset of the hearing, the parties advised the Arbitrator that there was one issue at impasse, subcontracting, and that they had not yet exchanged final offers. In exploring the parties' respective positions and in discussing how the parties intended to proceed with the presentation of their evidence, the arbitrator encouraged the parties to make one last attempt at resolving this matter voluntarily. After conferring with the parties, both separately and together, the parties were able to resolve the differences in their respective positions. The parties thereafter agreed to the following Stipulated Award:

ARTICLE V SUBCONTRACTING

Section 1. Subcontracting

During the term of this Agreement, the Employer will not contract out Correctional Officer/Bailiff, Court Security, or Clerk services normally performed by bargaining unit employees, provided, however, that this shall not in any way limit or interfere with the County's ability to subcontract in emergency circumstances.

For work other than Correctional Officer/Bailiff, Court Security, or Clerk services normally performed by bargaining unit employees, the Employer reserves the right to contract out any such work it deems appropriate in the exercise of its best judgment and consistent with the County's lawful authority under Illinois statutes. The County retains the right to contract out any such work for any reason, including but not limited to cost savings, improved work product, lack of appropriate equipment or sufficiently trained personnel to perform the work in an efficient, timely manner, or emergency circumstances.

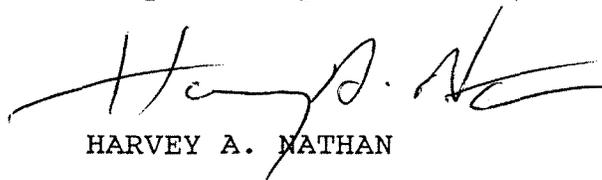
Section 2. Jail Cooks

The Employer agrees that Jail Cook services will not be sub-contracted, unless the operation of those positions are/or become at least \$25,000 more costly than subcontracted services. Costs may include, but are not limited to, reasonable calculations of salaries, materials, supplies and administrative time costs. If the contractual criteria of this Agreement are met, the County reserves the right to sub-contract any such work it deems appropriate in the exercise of its best judgment and consistent with the County's lawful authority under Illinois Statutes.

In the event of an emergency, the County shall be allowed to sub-contract services performed by bargaining unit employees.

The County agrees to negotiate with the Union prior to sub-contracting any Jail Cook services. The County shall consider reasonable Union recommendations.

Respectfully submitted,



HARVEY A. NATHAN

September 17, 1997