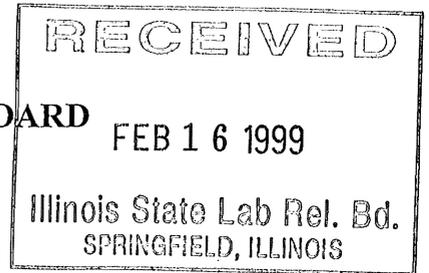


**ILLINOIS STATE LABOR RELATIONS BOARD
INTEREST ARBITRATION**

BEFORE PETER R. MEYERS



In the Matter of the Interest Arbitration
between:

**COUNTY OF SANGAMON AND
SANGAMON COUNTY SHERIFF,**

and

**ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

Case No. S-MA-97-54

FINDINGS OF FACT AND AWARD

Appearances on behalf of the Employer

Rendi L. Mann-Stadt--Counsel

Appearances on behalf of the Union

Thomas F. Sonneborn--General Counsel

This matter came to be heard before Arbitrator Peter R. Meyers on the 16th day of October 1998 at the Sangamon County Court House, Springfield, Illinois. Rendi L. Mann-Stadt presented on behalf of the Employer, and Thomas F. Sonneborn presented on behalf of the Union.

Introduction

The parties in this matter are the County of Sangamon, Illinois, and the Sangamon County Sheriff (hereinafter "the Employer"), and the Illinois Fraternal Order of Police Labor Council (hereinafter "the Union"). The parties entered into collective bargaining negotiations for a three-year contract to take effect on December 1, 1997, and engaged in extensive negotiations over the new agreement. The parties were unable, however, to successfully resolve certain of the issues raised during negotiations. The Union ultimately invoked interest arbitration under Article 7 of the existing agreement.

Pursuant to the Illinois Public Labor Relations Act, 5 ILCS 315/1 *et seq.*, this matter came to be heard before Neutral Arbitrator Peter R. Meyers on October 16, 1998, in Springfield, Illinois. The parties subsequently submitted written, post-hearing briefs in support of their respective positions on the issues that remain in dispute between them.

Relevant Statutory Provisions

ILLINOIS PUBLIC LABOR RELATIONS ACT 5 ILCS 315/1 *et seq.*

Section 14(h) Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (1) The lawful authority of the employer.
- (2) Stipulations of the parties.
- (3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

(4) Comparisons of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

(A) In public employment in comparable communities.

(B) In private employment in comparable communities.

(5) The average consumer prices for goods and services, commonly known as the cost of living.

(6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.

(7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

Impasse Issues in Dispute

The following economic issues remain in dispute between the parties:

1. Retirees' Health Insurance;
2. Uniform List and Quartermaster System;
3. Work Schedule for Control Room Operators;
4. Use of Sick Leave; and
5. Wages and Term of Agreement.

The following non-economic issues also remain in dispute between the parties:

1. Seniority Shift Bidding;
2. Hardship Shift Transfers;
3. Application of Sheriff's Merit Commission Rules;
4. Subcontracting;
5. Grievance Procedure; and
6. Conduct of Disciplinary Investigations.

Discussion and Decision

This Arbitrator has carefully reviewed the parties' final proposals as to the issues that remain unresolved between them, as well as their submissions in support of their respective positions. The statutory provision quoted above, Section 14(h) of the Illinois Public Labor Relations Act, 5 ILCS 315/14(h) (hereinafter "the Act"), sets forth the various criteria for evaluating final proposals in proceedings such as this one. In addition, the parties have entered into a number of stipulations that govern the consideration and resolution of the impasse issues.

The parties have stipulated that in connection with each of the above-cited impasse issues that are economic in nature, within the meaning of Section 14(g) of the Act, this Arbitrator shall select either the Employer's or the Union's final offer, while this Arbitrator may select the final offer of either party or fashion an award of his own choosing as to those issues that are non-economic in nature.

The parties also have stipulated that in accordance with their established bargaining history, the following shall be the comparable jurisdictions for comparison purposes under

Section 14(h) of the Act:

- (a) Champaign County;
- (b) Macon County;
- (c) McLean County;
- (d) Peoria County;
- (e) Rock Island County; and
- (f) Tazewell County.

The parties have submitted a variety of economic and demographic data relating to these comparable jurisdictions, which shall be used in analyzing the impasse issues here.

As for the other factors set forth in Section 14(h) of the Act, it must be noted that not all of the listed factors will apply to this matter the same weight and relevance.

Among the more important of the listed factors, however, are the public's interest and welfare, and the Employer's financial ability to meet the costs associated with the proposed wages, benefits, and other provisions. The Employer has emphasized that its ability to pay is directly based on its ability to raise additional funds through new tax assessments, which is constricted by the impact of the Property Tax Extension Limitation Law. This statute caps property tax extensions at the lesser of 5% or the Consumer Price Index. The Employer points out that because the CPI has been well below 5%, and has even decreased, in recent years, the limitation associated with the statute is quite stringent. The Employer also argues that it would not be in the interest of the County's citizens to allow one bargaining unit to achieve immediate parity with surrounding counties at the expense

of reversing long-standing efforts to put the County, as a whole, back into sound financial condition.

This argument from the Employer, tying its financial ability to pay directly to the public's interest and welfare, raises a critical point. In advancing this argument, the Employer has defined the public interest and welfare in rather narrow terms, focusing on the desire to be frugal with tax monies and maintain a balanced budget process. Although these considerations are important to the public's interest and welfare, these factors by no means represent the public's only interest in this matter. Among other things, the population of Sangamon County has a very great interest in attracting and retaining qualified people to serve in its corrections unit. The corrections officers, control room operators, and cooks who make up the bargaining unit are responsible for most of the critical operations in the county jail. The extremely high turn-over rate associated with these jobs in Sangamon County indicates that the Employer has not had much success in retaining qualified employees with valuable experience. This must have an impact upon safety and security throughout the jail facility. In light of these safety and security issues, upon which the proper functioning of the county jail squarely depends, it may be that the Employer must spend additional tax monies in order to satisfy the public's interest in the maintenance of a safe and secure jail.

The Union has placed considerable emphasis on what it calls "the busted TAs." These are a series of ten tentative agreements, relating to all but one of the eleven impasse issues presented here, that the parties' representatives reached during the course of their

collective bargaining sessions. The parties' representatives were unable to fashion any sort of agreement on that eleventh issue, wages, and the Employer subsequently refused to execute the tentative agreements that previously had been reached, asserting that the Union's acceptance of the Employer's wage offer was a condition of executing these tentative agreements.

A critical question in this proceeding is how to treat these ten tentative agreements. The Union argues that they must be taken as a valid indication of what the parties' representatives considered to be reasonable and should be adopted and incorporated into the parties' collective bargaining agreement. The Employer maintains that because these were only tentative agreements that had not been presented to the bargaining unit members or ratified, they should not be considered here. The Employer's position is persuasive. Tentative agreements reached during the course of collective bargaining sessions are just what their name suggests, tentative. A tentative agreement on an issue that has been reached by the parties' bargaining representatives does not represent the final step in the collective bargaining process; such an agreement instead is more of an intermediate step. For a tentative agreement to acquire any binding contractual effect, it generally must be presented to the parties themselves, ratified, and ultimately executed before it may be imposed as binding upon the parties' relationship.

As for the ten tentative agreements cited by the Union, none of these subsequent steps ever occurred. The Union's bargaining agent never presented the tentative agreement to the bargaining unit membership, they never were ratified by either side, and

the parties never formally executed any or all of these tentative agreements and incorporated them into their collective bargaining agreement. As Arbitrator Perkovich noted in *Village of Franklin Park and Fraternal Order of Police Lodge 47* (1993), under such circumstances, a tentative agreement is merely an agreement between the parties' agents and not between the principals. Arbitrator Perkovich emphasized the importance of party ratification.

Applying this sound reasoning to the instant matter, the tentative agreements cannot be given great weight, or even any weight at all, because they do not necessarily represent what the parties ultimately would have agreed to if they had successfully negotiated a complete collective bargaining agreement. The so-called "busted TAs" therefore will not be considered in the resolution of the impasse issues presented in this proceeding.

The following is an analysis of each of the impasse issues in turn, in light of the applicable statutory factors and relevant evidence in the record.

A. The Economic Impasse Issues

As noted, the parties have agreed that as to each of the impasse issues that they have identified as economic within the meaning of Section 14(g) of the Act, this Arbitrator shall select either the Employer's final offer or the Union's final offer.

1. Retirees' Health Insurance

The Union's final proposal with respect to retirees' health insurance is to adopt a contract provision identical to the one found in the agreement governing the Deputy and Court Security bargaining unit, which essentially provides retirees with hospitalization and

dental programs under the same terms, conditions, and rates as these benefits are offered to active employees.

The Employer's final offer is to maintain the status quo as expressed in the collective bargaining agreement, which does not refer to or expressly provide any such coverage to retirees.

There is no real dispute between the parties that the Union's proposal would, if adopted, represent a significant economic cost to the Employer. Moreover, the cost of providing such comprehensive insurance benefits to retirees as the Union proposes will only increase over time, and that increase will be substantial.

The evidentiary record in this matter does not provide support for the Union's proposal. None of the comparable counties provide anything like the comprehensive insurance coverage for retirees that the Union proposes here. In fact, only one of the comparable counties provides any sort of insurance benefit for its retirees; Tazewell County pays half of the premium for its retirees' insurance coverage.

Turning to internal comparables, it is true that one bargaining unit within Sangamon County receives the benefit of this type of retiree insurance package. The fact that one bargaining unit receives this benefit, however, does not establish that it must be extended to this bargaining unit in the interests of parity.

The Insurance Task Force Agreement presents a further obstacle to adoption of the Union's proposal on this issue. This Agreement appears to control health insurance coverage for employees or retirees of Sangamon County. That Agreement refers to the

Task Force as the exclusive forum for handling non-duty-related health care issues, so the Task Force apparently must approve the extension of new insurance benefits to retirees.

There is no evidentiary support for the Union's proposal that the Employer provide a benefit so far in excess of what any other comparable jurisdiction provides. The Union has failed to offer sufficient evidence to support its proposal to amend the parties' contract to provide retirees with hospitalization and dental programs under the same terms, conditions, and rates as these benefits are offered to active employees within the bargaining unit. The Employer's final proposal on this issue therefore is adopted, and Article 30 of the contract shall remain unchanged.

2. Uniform List and Quartermaster System

The Union's final proposal with respect to the uniform list and quartermaster system is to expand the list of uniform items and pieces of equipment that are issued to corrections officers, with each corrections officer receiving such additional uniform items as an all-weather coat, belts, and uniform shoes, as well as such additional pieces of equipment as an ammo case, handcuff case, latex glove case, mini Mag-Lite, mini Mag-Lite case, and holster.

The Employer's final offer is to maintain the status quo as expressed in the collective bargaining agreement, with the Employer providing uniforms for corrections officers, replacing uniforms as needed, and with each corrections officer receiving a \$25.00 monthly equipment and uniform allowance. The Employer currently issues to each corrections officer three pairs of pants, three short-sleeved shirts, a radio case, and

handcuffs.

The Union's proposal on this issue is based on the contention that if the Employer wants these employees to wear certain uniform items and use certain pieces of equipment, then the Employer must provide these items. The Union's proposal includes a \$300 annual limit on the dollar value of items issued to each employee, a feature that is intended to minimize the Employer's costs. The Union points out that in the comparable counties, only one has a lower annual cap on the value of items issued. The Employer's opposition rests on its calculation that the cost of adopting the Union's proposal would total almost \$35,000.00, not including the cost of replacing these items over time.

The record establishes that the uniform and equipment items at issue here essentially are required for the employees to perform their duties. Employers generally are responsible for providing employees with the tools they need, whether uniforms or equipment, to perform their assigned work. The list offered by the Union does not contain any superfluous items. The list contains those uniform and equipment items that are necessary to the performance of work in modern corrections facilities. The Employer has offered no persuasive argument for having its employees shoulder the burden of providing their own work equipment. Instead, the record supports a finding that the Employer must be responsible for providing its employees with the tools that they need for performing their work. The Union's list of uniform and equipment items is a realistic and complete itemization of these necessary tools.

This Arbitrator finds that the Union has presented sufficient evidence to support its

proposal of expanding the list of uniform and equipment items that are issued to the County's corrections officers; the Union's final proposal on this issue therefore is adopted, and it is set forth in the Appendix hereto.

3. Work Schedule for Control Room Operators

The Union's final offer as to the work schedule for control room operators is the adoption of a 5-2/5-3 work schedule, the schedule that applies to correctional officers.

The Employer's final offer is to maintain the status quo as expressed in the collective bargaining agreement, with the control room operators working on a 5-2 schedule.

The Union's proposal to change the work schedule of the County's control room operators to 5-2/5-3 system, in which they would work for five days, have two days off, work for five days, then have three days off, appears to be based entirely on the fact that the corrections officers, who are also part of this bargaining unit and covered by the same contract, work under this 5-2/5-3 schedule. The Union's position appears to be premised on the notion that scheduling uniformity within the bargaining unit would be advantageous to all concerned. The Employer's opposition to the Union's proposal is based almost entirely upon economics. The Employer argues that this schedule change would require it to hire four additional employees to meet its staffing needs in the control room.

The economic evidence presented by the Employer does show that adoption of the Union's proposal would increase its staffing costs. The fact that it will cost money is not,

however, a complete reason for refusing to adopt a particular contract provision. As noted elsewhere in this Discussion, an employer frequently must spend money to gain a greater benefit. The employer costs associated with a high employee-turnover rate, as the record demonstrates exists in this County, far outstrip whatever additional staffing costs are associated with the Union's proposal. Adoption of this proposed work schedule would not only bring the control room operators' schedule into line with that of the corrections officers, their fellow bargaining unit members, but it also would serve as an additional benefit to the control room operators, one that may be of some help to the Employer in its efforts to retain valuable and experienced employees.

Although the evidentiary record establishes that none of the comparable counties offer this type of work schedule to its employees, the fact that this Employer offers it to its corrections officers, part of the very same bargaining unit as the control room operators, is far more relevant. As the Employer itself noted during the hearing in this matter, internal comparables are as important as external comparables. The most critical of these internal comparables with regard to this issue of work schedules must be the corrections officers, the other main group of employees within the same bargaining unit as the control room operators. Uniformity of work schedules between these two groups of employees does constitute a significant benefit to all of these employees, in addition to the benefit from the schedule itself. Although adoption of the Union's proposal may mean an increase in staffing costs to the Employer, the overall situation as evidenced by the record in this supports the adoption of the Union's proposal.

This Arbitrator finds that the Union has presented sufficient evidence to support its proposal of changing the work schedule of control room operators to a 5-2/5-3 system; the Union's final proposal on this issue therefore is adopted, and it is set forth in the Appendix hereto.

4. Use of Sick Leave

The Union's final offer as to the use of sick leave is that each employee shall have the ability to use sick leave for the purpose of doctor's office visits in increments of two (2) hours.

The Employer's final offer is to maintain the status quo as expressed in the collective bargaining agreement, which allows for the use of sick leave in four-hour increments.

The Union stresses that its proposal represents a mutual benefit. According to the Union, if employees are permitted to use as little as two hours of sick leave for scheduling medical visits, then the Employer benefits because employees will return to work more quickly from such medical appointments. The employees themselves also would benefit from the Union proposal in that they would not unnecessarily use sick leave in these situations. It is possible for an employee to be able to leave work, visit a doctor, and then return to work in around two hours.

Under the current four-hour minimum, it is reasonable to suppose that employees who leave work to visit their doctors do not return to work as quickly as possible after their appointment is over; if employees must use no less than four hours of sick time in

connection with medical appointments, then they most likely will not return to work in less than four hours. The employees themselves also lose the benefit of whatever portion of the four-hour period of sick leave that they do not actually need in order to visit a doctor.

The Employer has argued that decreasing the minimum amount of sick leave that employees may use at a given time will create difficulty in staffing coverage. This argument, however, does not survive analysis. There is no sensible explanation suggested anywhere in the record for the assertion that an employee absence of two hours would create more staffing difficulties than an employee absence of four hours. Moreover, the public's interest would not be damaged by allowing employees to use sick leave in two-hour increments. In fact, to the extent that this extra flexibility constitutes an extra benefit to employees, it enhances the public's interest in attracting and retaining qualified employees. The Employer's argument does not justify maintaining a system that is disadvantageous to both itself and its employees.

The manner in which sick leave is handled in the comparable counties provides additional objective support for the Union's proposal. The evidentiary record shows that in four of the comparable counties, Macon, McLean, Peoria, and Rock Island, there is no minimum increment associated with sick leave usage. In Champaign County, employees are permitted to use a minimum of two hours of sick leave at a time. Tazewell is the only one of the comparable counties that specifies a minimum increment of four hours, as the Employer here currently requires.

In light of how sick leave usage is treated in the comparable counties and the fact

that the change proposed by the Union will yield a benefit to both sides, the Union's proposal to reduce the minimum allowable increment to two hours is reasonable and beneficial.

This Arbitrator finds that the Union has presented sufficient evidence to support its proposal of decreasing the minimum amount of sick leave that employees may use from four hours to two hours; the Union's final proposal on this issue therefore is adopted, and it is set forth in the Appendix hereto.

5. Wages and Term of Agreement

The Union final offer as to wages is that bargaining unit employees receive the following wage increases:

YEAR 1: December 1, 1997, through November 30, 1998

December 1, 1997: 2% increase in start pay, beginning year 2, beginning year 3, beginning year 4 and beginning year 5.

Increase each existing longevity step by 2% as follows (i.e. no new longevity step):

Beginning Year 6:	increase from 2% to 4%
Beginning Year 10:	increase from 5% to 7%
Beginning Year 16:	increase from 7% to 9%

Specialty differentials:	\$1000 for food service manager and \$500 for cooks
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June 1, 1998: 2% increase in start pay, beginning year 2, beginning year 3, beginning year 4 and beginning year 5.

YEAR 2: December 1, 1998, through November 30, 1998

December 1, 1998: 2% increase in start pay, beginning year 2, beginning

year 3, beginning year 4 and beginning year 5.
June 1, 1999: 2% increase in start pay, beginning year 2, beginning year 3, beginning year 4 and beginning year 5.

YEAR 3: December 1, 1999, through November 30, 2000

December 1, 1999: 2% increase in start pay, beginning year 2, beginning year 3, beginning year 4 and beginning year 5.
June 1, 2000: 2% increase in start pay, beginning year 2, beginning year 3, beginning year 4 and beginning year 5.

The Union further proposes that all wage increases be retroactively effective to each respective scheduled date on all hours paid, that retroactive checks be issued within forty-five days of the issuance of this Arbitrator's award, and that employees who have left the Employer's service prior to the issuance of the retroactive checks receive a pro rata share of retroactive pay through the date of severance.

The Employer's final proposal on the issue of wages is that there shall be a 3% increase effective December 1, 1997, a 3% increase effective December 1, 1998, and a 3% increase effective December 1, 1999.

A comparison of the Sangamon County pay scale with the pay scales of the comparable counties demonstrates that the pay of the Employer's corrections officers and control room operators has fallen behind the pay level in these other communities. At every measured longevity level, the pay of Sangamon County's corrections officers and control room operators is at or near the bottom of the list. If the Employer's proposed wage increase is adopted, these employees will remain underpaid over the term of the new

contract when compared with employees in the comparable counties. Adoption of the Union's wage proposal will bring these employees closer to the middle of the salary range, but even with the Union's higher wage proposals, the pay of these employees will continue to lag behind, to a significant extent, the wages offered in the comparable counties.

Given the fact that Sangamon County's pay scale essentially rests at the bottom of the list when compared with the comparable counties, the impact of the Consumer Price Index is not as significant as it would be if the County's wages were at or near the top. This is true because any wage increase adopted here must address not only the effect of inflation but also the effect of the disparity in pay between this County and the comparable counties. Tying wage increases solely to the Consumer Price Index will result in this County's employees falling further behind their colleagues in the comparable counties.

In support of its own wage proposal, the Employer offered extensive and detailed testimony from Diana Metzger, its County Administrator, regarding the County's finances, including funding, budget priorities, and projected expenses and resources. Although it is evident that Sangamon County faces a number of budget constraints, the fact is that all public employers face these same constraints. The property tax limitations cited by the Employer do not apply only to Sangamon County, and these limitations therefore do not justify Sangamon County's pay scale remaining at the bottom of the heap. Moreover, the evidentiary record establishes that property tax extensions are not the County's sole source of revenue.

As for the budgetary problems that the County faced as recently as three years ago,

the County is to be applauded for its success in addressing these fiscal issues and achieving a balanced budget with an improved financial condition. It also is obvious that whatever balance exists in the County's general fund, as well as its other financial resources, must be used to address a variety of needs, not only the wages of these bargaining unit members. It nevertheless is true, though, that the County cannot be allowed to balance its budget on the backs of these employees. If Sangamon County's financial condition has improved, and the evidentiary record leaves no doubt that it has, then its employees must share in the benefits of that improved condition, just as they shared the burden of the financial problems that previously faced the County. All of these considerations also support the Union's position as to the retroactivity of these wage increases, which should apply to all hours paid, and to all bargaining unit members who worked for the County at any time since December 1, 1997, the scheduled effective date that the new contract.

The County's improved fiscal situation means that it is time to address the real disparity between the wages in this County and the wages in the comparable counties. The Union's proposal does address that disparity in a reasonable manner that does not include any over-reaching. The Employer's wage proposal, unfortunately, fails to address the pay disparity and would, in fact, perpetuate it. This Arbitrator finds that the Union has presented sufficient evidence to support its proposed wage increases; the Union's final proposal on this issue therefore is adopted, and it is set forth in the Appendix hereto.

B. The Non-Economic Impasse Issues

In contrast with the economic impasse issues, the parties have stipulated that in connection with the following non-economic impasse issues, this Arbitrator may resolve each issue by choosing the final proposal of either party or by fashioning an award of his own choosing.

1. Seniority Shift Bidding

The Union's final offer as to seniority shift bidding is that annual shift bidding should be by seniority, with corporals, sergeants, lieutenants, court officers, classification officers, and maintenance officers being exempt from the seniority bidding process. The Union further proposes that the bidding process occur between November 15th and November 30th each year, with a January 1 effective date for shift assignments and days off, and the Employer would establish and post a work schedule for bidding purposes by November 15th. Under the Union's final proposal, six positions on each shift are to be open for the exercise of seniority for purposes of selecting shifts and days off. In addition, in the event of vacancies, current employees would be able to exercise seniority rights prior to a new hire being assigned to the preferred shift of an existing employee.

The Employer's final offer is to maintain the status quo as expressed in the collective bargaining agreement, with three seniority bid assignments on each shift and the bidding period starting on December 1st each year.

In making this proposal, the Union points to the six comparable counties, asserting that of the five that permit seniority shift bidding, all offer more generous shift bidding

terms than the Union seeks here. The Union additionally maintains that adoption of its proposal will not mean any increase in Employer costs. The Employer opposes the Union's proposal on grounds that it would represent a significant incursion into management rights. The Employer argues that because a considerable percentage of the bargaining unit has less than five years' seniority, it must have flexibility to staff each shift with an even distribution of employees of varying experience levels.

Although it is reasonable for the Employer to try to staff each shift with both more experienced and less experienced employees, adoption of the Union's proposal on this issue would not prevent the Employer from achieving this goal. The Union's proposal would reserve six positions per shift for seniority bidding; in light of the fact that the Employer maintains 70 positions for corrections officers and 27 positions for control room operators, the Employer would retain enough flexibility under the Union's proposal to allow it to maintain an appropriate range of experience on each shift. The Union's proposal does not represent an encroachment upon management rights, but rather a common and entirely proper exercise of employee seniority rights.

By allowing employees additional opportunity to benefit from their seniority, adoption of the Union's proposal would be advantageous to both the employees and the Employer. Seniority-related rights and benefits may help the Employer to retain more experienced employees, thus addressing a problem that the evidentiary record demonstrates that the Employer currently faces; the Employer's argument in opposition to the Union's proposal on this issue implicitly acknowledges its difficulty in retaining

experienced employees. The record further suggests that the Employer's management rights would not be harmed by increasing to six the number of positions per shift open for the exercise of seniority bidding. Moreover, the safety, security, and operational efficiency of the Employer's facility would not be adversely impacted by adoption of the Union's proposal.

This Arbitrator finds that the Union has presented sufficient evidence to support its proposal of increasing the number of seniority bid assignments per shift from three to six. It also is reasonable, in light of this increase in seniority bid assignments, to change the bidding period from December 1st to November 15th each year. The Union's final proposal on this issue therefore is adopted, and it is set forth in the Appendix hereto.

2. Hardship Shift Transfers

The Union's final proposal as to hardship shift transfers is that no more than three positions per shift be available to transfer for purposes of hardship, and that there be a ninety-day review by the Sheriff or his designee as to the continued need for hardship assignment. The Union additionally proposes that in the event an employee no longer meets management's required criteria for eligibility for a hardship transfer, then the employee would be subject to assignment based on operational needs.

The Employer's final offer is to maintain the status quo as expressed in the collective bargaining agreement, with hardship transfers being granted upon request and approval by the Sheriff.

As with the preceding issue, the Employer's arguments are based on its need to

maintain its management rights and flexibility in scheduling to promote safety and security. The Employer contends that the current system, which it seeks to preserve, also allows for flexibility to meet the needs of the bargaining unit. The Union's proposal would serve to tighten the procedure relating to hardship transfers; it would set limits where none currently exist.

In making this proposal, the Union suggests that under the current system, hardship transfers may be granted and implemented in situations where they may not be completely appropriate. Recognizing that legitimate hardships do exist, the Union's proposal attempts to balance the need to respond to legitimate hardships against the goal of minimizing the problems created for those employees who are directly affected by another employee's hardship transfer. The Union's proposal comes close to achieving this balance, and it respects the interests of both the Employer and the employees.

Under the Union's proposal, the Employer's management rights are not unreasonably or unnecessarily affected. The Employer retains the right to determine whether to grant a hardship transfer, with its decision based on its own required criteria. A formal review procedure is put into place, with the Employer again having the sole right to determine whether a particular transfer should be continued. The only limitation placed upon the Employer's right to grant hardship transfers relates to the total number, with the Union proposing a limit of three such transfers per shift. The Employer's management rights and prerogatives would not be meaningfully affected by the Union's proposal.

Although this limitation is not onerous with respect to the Employer and its

managerial authority, it may present problems for the employees. It is conceivable that situations may arise, perhaps even frequently, in which more employees will be facing legitimate hardships than can be accommodated under the Union's proposed limit. There must be a way for the parties to respond to this possibility, while maintaining the integrity of the entire concept of hardship transfers.

The most reasonable way of addressing this possibility, and the one that is least intrusive upon the rights of the parties, is to add one more feature to the Union's proposal. This addition would specify that in the event that an employee seeks a hardship transfer but no positions are available because of the per-shift limit, then the parties shall meet to bargain over waiving the limit. This addition also shall specify that the Union shall not unreasonably withhold its agreement to the waiver of the limit.

This Arbitrator finds that the Union has presented sufficient evidence to support its proposal of limiting the positions available for hardship transfer, and implementing a review by the Sheriff after ninety days to determine whether a particular hardship transfer should continue. This Arbitrator further finds, however, that the record supports an addition to the Union's proposal calling for the parties to meet and negotiate a waiver to the limit on the number of hardship transfers in the event that an employee seeks such a transfer after the limit has been reached, and further specifying that the Union shall not unreasonably withhold its agreement to the requested waiver. The Union's final proposal on this issue, with the described amendment, therefore is adopted, and it is set forth in the Appendix hereto.

3. Application of Sheriff's Merit Commission Rules

The Union's final proposal as to the application of the Sheriff's Merit Commission Rules and Regulations is that these be amended to include correctional officers. The result of this amendment would be that the Merit Commission Rules and Regulations would apply to hiring, promotions, and discipline appeals. The Union proposes that in connection with discipline appeals, employees would have the option of choosing either the Merit Commission or the contractual grievance procedure.

The Employer's final offer is to maintain the status quo as expressed in the collective bargaining agreement, which does not expressly apply the Merit Commission Rules and Regulations to the bargaining unit employees. Articles 5 and 13 of the current collective bargaining agreement set forth the Employer's right to take disciplinary action for just cause.

The Union supports its proposal on this issue by pointing out that the parties have a mutual interest in moving toward a higher level of professionalism in connection with the County's corrections officers. The record makes clear that the application of Merit Commission Rules and Regulations to the hiring, promotion, and disciplinary appeal procedures for corrections officers would be a significant step in increasing the overall professionalism of this part of the County's work force. The Union suggests that under the current system, the standards that apply to employee conduct are somewhat *ad hoc*, essentially being formulated on a case-by-case basis. Application of the Commission's Rules would conclusively establish real standards of conduct that are definite,

unambiguous, and clear. This would be beneficial to both sides. With firm standards and rules in place, employees would know what is expected of them and the Employer would not have to "reinvent the wheel" by formulating standards and expectations for each situation as it arises.

There is no sensible argument for failing to apply the Merit Commission Rules and Regulations as proposed by the Union. The Employer unquestionably requires and benefits from a high level of professionalism among its corrections officers; the general public, of course, also would benefit from increased professionalism from the ranks of the County's corrections officers. It makes sense that applying the standards of professional conduct codified in the Commission's Rules and Regulations to the County's corrections officers, as well as the standards governing hiring, promotion, and disciplinary appeals, would result in the advancement and promotion of such professionalism, with all of the benefits that accordingly would flow to both the Employer and the general public.

Adoption of the Union's proposal has no foreseeable downside to the Employer, whether economic, managerial, or of whatever other nature. Because the Union's proposal on this issue promises benefits to all sides, there is no question that its adoption is warranted. This Arbitrator therefore finds that the Union has presented sufficient evidence to support its proposal of applying the Merit Commission's Rules and Regulations to corrections officers, and therefore shall not impose a resolution of his own creation. The Union's final proposal on this issue therefore is adopted, and it is set forth in the Appendix hereto.

4. Subcontracting

The Union's final proposal on the issue of subcontracting is that the Employer agree not to contract or subcontract any work otherwise performed by employees covered by the terms of the parties' contract.

The Employer's final proposal is to maintain the status quo as expressed in the collective bargaining agreement, with Article 5, the management rights clause, stating that the Employer has the right to contract out work "when essential in the exercise of correctional authority."

On the issue of subcontracting, there is significant evidence in the record regarding how this issue is handled in the comparable counties. The record establishes that of the six comparable counties, five are limited in some way in their ability to contract out bargaining unit work. Subcontracting is barred in Champaign County, and Rock Island County must bargain with the Union before subcontracting work. In Macon, McLean, and Peoria Counties, the contracts do not expressly refer to subcontracting, but the issue in these counties is governed by Section 4 of the Public Labor Relations Act, which specifies that employers must, on the request of employee representatives, bargain with regard to policy matters that directly affect wages, hours, and terms and conditions of employment. Subcontracting of bargaining unit work certainly falls within this provision. In Tazewell County, the contract specifies only that the employer must meet and confer with the Union regarding subcontracting.

Although there is no precise consensus among the comparable counties as to the

treatment of subcontracting, it nevertheless is evident that an unlimited right to subcontract bargaining unit work goes against the general direction taken in these other counties. Yet the subcontracting language in the parties' current contract provides the Employer with almost an unlimited right to subcontract, meaning that this language clearly is out of step with the prevailing language in the comparable counties. The fact that protection of bargaining unit work is one of the most common principles underlying any collective bargaining agreement further supports a finding that the Union's proposal is reasonable and should be adopted as part of the parties' new contract.

The Employer has supported its opposition to the Union's proposal by suggesting that this change could have a near-term economic impact. The Employer has argued that certain prisoner transfers are currently conducted by contractors, and that the Employer would incur the cost and hardship of increased staffing if several of its corrections officers are required to be absent from the jail facility while transporting prisoners. The record indicates, however, that transporting federal prisoners is not bargaining unit work; the Union acknowledges that this work is performed by entities outside the bargaining unit. The record does not show that any near-term economic impact will occur if the Union's proposal is adopted.

This Arbitrator finds that the Union has presented sufficient evidence to support its proposal that the contract be amended to include a provision barring the Employer from subcontracting bargaining unit work. Because the Union's proposal is reasonable and supported by the record, this Arbitrator shall not fashion a resolution of his own. The

Union's final proposal on this issue therefore is adopted, and it is set forth in the Appendix hereto.

5. Grievance Procedure

The Union's final offer on the issue of the grievance procedure is to change the time period set forth in Step 1 from five calendar days from the date of the occurrence to five calendar days from when the grievant knew or should have known of the occurrence. The Union also proposes changing the time period in Step 3 from twenty working days to thirty calendar days, and increasing the time period in Step 4 from ten working days to twenty calendar days.

The Employer's final offer is to maintain the status quo as expressed in the collective bargaining agreement, with no changes made to these contractual time limits, with the time period for initiating a grievance beginning to run as of the occurrence of the event giving rise to the grievance, and without the inclusion of the "knew or should have known" concept to the calculation of this deadline.

The proposed addition of the "knew or should have known" concept to the calculation of the deadline for initiating a grievance is the critical part of the Union's final offer on this issue. The Union has argued that adding this concept, in conjunction with the changes it proposes to other deadlines in the grievance process, will streamline the grievance process by helping to minimize recurring problems and disputes between the parties regarding timeliness of grievances and procedural arbitrability. The Employer contends that the Union's proposal will have the opposite effect, creating arguments over

when the occurrence giving rise to a grievance took place and when an employee "should have known" about the occurrence.

The Employer is correct that such arguments sometimes do occur in connection with grievance procedures that include the "knew or should have known" concept. In actual fact, however, inclusion of this concept in contractual grievance procedures is common and widespread, while the problems that the Employer foresees actually arise in a limited range of circumstances. Real-world experience with grievance procedures that include this type of language suggests that it solves far more procedural problems than it creates.

It cannot seriously be doubted that situations will arise, sometimes frequently, in which an event giving rise to an employee grievance will occur, but the employee will be unaware of the event for some time and for reasons beyond the employee's control. It is not at all unusual for some time to elapse before an employee recognizes the effect of such an event, thus making the employee aware of the event's occurrence. Not all events that give rise to a grievance will have an immediate impact on the employee. Basic notions of procedural fairness and due process strongly support a finding that an employee should not be precluded from filing a grievance simply because time has elapsed between the event's occurrence and its effect on the employee.

The Union's proposal sensibly and reasonably addresses this problem by suggesting the addition of the "knew or should have known" concept to the calculation of the period for initiating a grievance. The record in this matter supports the Union's assertion that

adoption of its proposal would help to streamline the contractual grievance procedure by minimizing the parties' disputes over timeliness and procedural arbitrability. It also must be noted that for the sake of avoiding an internal contradiction within the contract's description of the grievance and arbitration procedure, this same language also must be added to Section 2 of Article 10, which deals with time limits.

As for the other changes to the grievance procedure's deadlines proposed by the Union, these carry the advantage of bringing some standardization to the calculation of the various deadlines. By changing the deadline calculation in Steps 3 and 4 from being founded on working days to being founded on calendar days carries the undeniable advantage of making all deadlines in the procedure based on calendar days. This uniformity presents an advantage to both sides in that it will minimize confusion and doubt over how to calculate the many deadlines in the grievance procedure. It is eminently sensible to base all these calculations either on calendar days or on working days, but not both.

This Arbitrator finds that the Union has presented sufficient evidence to support its proposal that the contractual grievance procedure be amended by adding the "knew or should have known" concept to the calculation of the time period for initiating a grievance, changing the time period set forth in Step 3 for the Collective Bargaining Committee to review the grievance from twenty working days to thirty calendar days, and changing the time period in Step 4 for appealing the grievance to arbitration from ten working days to twenty calendar days. This Arbitrator accordingly shall not attempt to

fashion a resolution of his own. The Union's final proposal on this issue therefore is adopted, and it is set forth in the Appendix hereto.

6. Conduct of Disciplinary Investigations

The Union's final proposal with respect to the conduct of disciplinary investigations is that employees covered by the agreement shall be subject to disciplinary interviews and investigation only by the Sangamon County Sheriff's Department Office of Professional Standards for purposes of investigating allegations of administrative misconduct otherwise covered by the Employer's Policy Manual or the Sangamon County Merit Rules and Regulations.

The Employer's final offer is to maintain the status quo as expressed in the collective bargaining agreement, with all administrative misconduct investigations handled by the Jail Warden, who determines whether an investigation will be handled by the Sheriff's Department or by the Department of Professional Standards.

The arguments that each party made in connection with the issue of application of the Merit Commission's Rules and Regulations to corrections officers, discussed above, also apply to this impasse issue. The underlying consideration here is how to reasonably promote the highest possible level of professionalism among employees, which benefits both parties, as well as the general public. As with the issue relating to the Commission's Rules and Regulations, there is no measurable economic cost to the Employer that would be associated with the adoption of the Union's proposal here, so the focus shifts to such factors as which party's proposal would most benefit the parties and the general public,

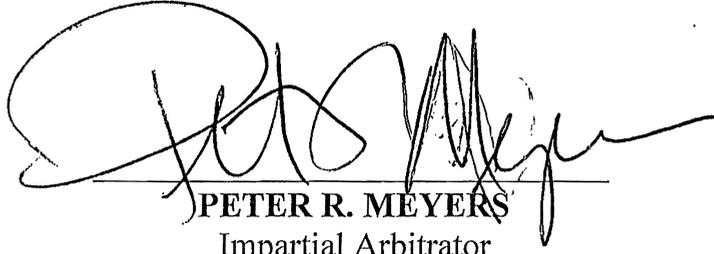
and promote harmony and cooperation in the parties' relationship. There can be no doubt that the parties have a mutual interest in and would mutually benefit from increased professionalism among County employees.

The Union's proposal that the Employer's Office of Professional Responsibility handle the investigation of allegations of administrative conduct constitutes a sensible and reasonable means for promoting professionalism among the County's corrections officers. Not only would the Office of Professional Responsibility apply its professionalized standards of investigation to any allegations of administrative misconduct, but this would be done without any decrease in the Employer's general managerial authority. Standardizing both the rules of conduct and the procedures for investigating allegations of administrative wrongdoing allows for a more professional and uniform approach to matters of employee conduct, which will, of course, benefit both parties, as well as the general public.

The record does not suggest the existence of a negative consequence to the parties that would be associated with the implementation of the Union's proposal. This Arbitrator finds that the Union has presented sufficient evidence to support its proposal that the Employer's Office of Professional Responsibility assume control over investigations of administrative misconduct. This Arbitrator accordingly shall not attempt to fashion a resolution of his own. The Union's final proposal on this issue therefore is adopted, and it is set forth in the Appendix hereto.

Award

Based upon full and careful consideration of the evidentiary record in this matter, in light of the statutory criteria and the arguments of the parties, the attached Appendix sets forth the contract provisions adopted in accordance with the reasoning and findings set forth above.



PETER R. MEYERS
Impartial Arbitrator

Dated this 12th day of February, 1999
at Chicago, Illinois

APPENDIX

ARTICLE 10 - GRIEVANCE AND ARBITRATION

Section 1. Grievance

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an officer or the Council against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended.

Step 1

The officer, with or without a Union Representative, and after reducing the grievance to writing on a mutually agreed to form (see Appendix B), may take up a grievance with the Jail Warden within five (5) calendar days from when the grievant knew or should have known of the occurrence of the event giving rise to the grievance. The Warden shall then attempt to adjust the matter and shall respond in writing within five (5) calendar days after such discussion.

Step 2

If the grievance is not adjusted in Step 1, the grievance shall be submitted to the Sheriff within five (5) calendar days of the receipt from the Warden of his response to the Step 1 procedure. The Sheriff or his designee shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the officer, Warden and/or his designee, and Union Representative within five (5) calendar days after receipt of the grievance from the officer. The Sheriff shall then render a written decision, based on the information supplied during the meeting, within five (5) calendar days of the meeting.

Step 3

If the grievance is not adjusted in Step 2, the grievance shall be submitted to the Collective Bargaining Committee of the County Board within five (5) calendar days of the receipt from the Sheriff or his designee of his response to the Step 2 procedure. A meeting shall be held within thirty (30) calendar days after receipt of the grievance from the officer at a mutually agreeable time and place. If the grievance is settled as a result of the meeting, the

settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Collective Bargaining Committee or their designated representative shall render a written decision based on the information supplied during the meeting. That decision shall be forwarded to the Council.

Step 4 Arbitration

The Council may appeal the grievance to binding arbitration within twenty (20) calendar days after receipt of the Collective Bargaining Committee's decision or designee's answer in Step 3. The parties shall request the Federal Mediation and Conciliation Service to supply a list of Arbitrators. Nothing herein shall preclude the parties from meeting at any time after a list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance. Both parties reserve the right to reject in total, for any reason, one panel of arbitrators.

The Arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The Arbitrator shall decide only the specific issue submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy. The Arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The Arbitrator shall submit in writing his decision with thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fee and expenses of the Arbitrator and the cost of a written transcript, if any, for the Arbitrator shall be divided equally between the Employer and the Lodge. However, each party shall be responsible for compensating its own representatives and witnesses, and for purchasing its own copy of the written transcript.

Section 2. Time Limits

No grievance shall be processed unless it is submitted within five (5) calendar days after the grievant knew or should have known of the occurrence of the event giving rise to the grievance. If a grievance is not presented within the time limits set forth above, it shall

be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limits in each Step may be extended by written agreement of the Employer and the Union representative involved in each Step.

ARTICLE 16 - SENIORITY

Section 1. Definition of Seniority

As used herein, the term seniority shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.

Section 2. Vacation Scheduling

Officers shall select the periods of their annual vacation on the basis of seniority during the first four (4) months of each calendar year. After the first four (4) months, vacations will be allotted on a first come-first served basis.

Section 3. Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

An employee shall be terminated by the Employer and his seniority broken when he:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months.

Employees will not continue to accrue seniority credit for any time spent on authorized unpaid leaves of absence.

Section 4. Notice to Council

The Employer shall provide the Council with a true and updated copy of the Seniority List. Prompt notice - within ten (10) working days - shall be given the Council of any changes or modifications to the list.

Section 5. Shift Bidding

The Employer agrees to post no later than November 15th each year a work schedule for purposes of seniority shift bidding for employees covered by the terms of this Agreement. The work schedule shall indicate the shifts and days off available. Six (6) positions on each shift shall be open for the exercise of seniority for purposes of selecting shifts and days off. The bidding process shall occur between November 15th and November 30th each year. Employees may sign up for a particular shift and days off only by use of seniority over another employee. The Employer agrees to January 1st as an effective date for a new schedule each year.

Corporals, Sergeants, Lieutenants, Court Officers, Classification and Maintenance Officers shall be exempt from the seniority bidding process.

In the event of vacancies created by termination of employment during the year, current employees may exercise seniority rights prior to a new hire being assigned to the preferred shift of an existing employee. Absent any volunteers, the least senior employee(s) shall be assigned.

ARTICLE 21 - LEAVE TIME

Section 1. Death in Family

The Employer agrees to provide officers leave without loss of pay, as a result of death in the family, not to exceed three (3) consecutive days, including regularly scheduled days off, immediately following the death of a member of the immediate family.

Section 2. Definition of Family

A member of the immediate family shall be defined to be an officer's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild. For purposes of bereavement leave only, the definition of immediate family shall also include spousal relations in the above-listed categories.

Section 3. Short Term Military Leave

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for two weeks active duty training may take a leave of absence without pay or take the option of using their earned vacation time/compensatory time.

Section 4. Educational Leave

Employees covered by the terms of this Agreement may be granted, upon written request, a leave of absence, without pay, not to exceed a period of one (1) year, after authorization from the Sheriff.

Section 5. Family and Medical Leave

Pursuant to the Federal Family and Medical Leave Act (FMLA), and as reflected in the County personnel manual, an employee may be eligible for family or medical leave time. The FMLA policy for the County is set forth in the County personnel manual and is incorporated herein by reference.

Section 6. Injury Leave

An officer who sustains injuries arising out of and in the course of his employment shall be covered by the provision of 5 ILCS 345/1. No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits covered by the terms of this Agreement. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department, with a signed physician's recommendation.

Section 7. Sick Leave

Officers covered by the terms of this Agreement earn sick leave, with pay, at the rate of one day per month. Unused sick leave may accumulate throughout the entire period of service of the employee. At no time shall there be any cash payment to an employee on account of unused sick leave, except, when an employee retires from service with Sangamon County and the employee has accumulated unused sick days. In this case, the County shall pay the employee for those days at the ratio of one (1) day's pay for each two (2) days of unused sick leave.

An employee may use sick leave for absence on account of illness, disability,

injury, or appointment with doctor, dentist, or other recognized practitioner in increments of not less than two (2) hours.

Also, an employee may use sick leave, when serious illness, disability, or injury occurs to members of his immediate "family," family as denied in Section 2 of this Article.

When sick leave is the reason for the employee's being away from work, the absence is subject to the approval of the employee's immediate supervisor. The supervisor may require the employee to furnish proof substantiating sick leave whenever an employee is sick for more than three (3) successive work days.

An employee who has previously requested a day off (documented by the refused day off request slip) who otherwise calls in sick on the previously requested day off, may be required to provide a Doctor's excuse. The Employer agrees to exercise reasonable discretion when requesting a doctor's excuse. The Employer agrees to allow employees to use accumulated leave time, in the even an employee has otherwise exhausted their sick leave.

Section 8. General Leave of Absence

Officers covered by this Agreement may be allowed, with permission of the Sheriff, to take a leave of absence, for a period of time to be determined by the Sheriff. If such leave is granted, the officer shall not be entitled to benefits provided by this Agreement and shall not earn seniority for the period of the leave time.

ARTICLE 23 - GENERAL PROVISIONS

Authorized representatives of the National or State F.O.P. and the Labor Council shall be permitted to visit the department during working hours to talk with officers of the Union and/or representatives of the Employer concerning matters covered by this Agreement.

The Council shall have a right to examine records pertaining to any employee where a dispute exists that is or may become the source of a grievance at reasonable times during regular office hours and with the employee's consent.

The Employer agrees to repair or replace as necessary an officer's personal property/possessions, if such are damaged or broken during the course of the employee's duties. All incidents of such property loss shall be promptly reported in writing to the immediate supervisor. Reimbursement shall be limited to a maximum amount of \$500 per year for each officer. Satisfactory proof of damage shall be required.

The Employer agrees to pay all expenses for inoculation or immunization shots for

officers and family members as necessary as a result of an officer's exposure in the line of duty to contagious diseases. A signed physician's recommendation for inoculation is required.

The Employer shall grant the Union an opportunity during the departmental orientation of new officers to present the benefits of membership in the Union.

Shift assignments or transfers due to hardship shall be limited to no more than three (3) positions per shift; provided, however, that if an employee covered by this Agreement requests a hardship transfer or assignment at a time when none of these positions are available, the Employer and the Union shall meet to discuss a waiver of this limit of no more than three (3) positions per shift. The Union shall not unreasonably withhold its consent to such a waiver. All hardship assignments or transfers shall be subject to a ninety (90) day review by the Sheriff as to the continued need. In the event an employee no longer meets the required criteria determined by the Sheriff, an employee then is subject to assignment based on operational needs.

ARTICLE 27 - UNIFORMS AND EQUIPMENT

Section 1. Uniform Allowance

Employees shall be given a twenty-five dollar (\$25.00) monthly equipment and uniform maintenance allowance.

Section 2. Uniforms

- a. Employer shall prescribe the type of uniform to be worn by employees on duty and may promulgate rules for wear outside of employment.
- b. Employer shall provide uniforms for employees and shall replace uniforms as needed.
- c. Employees shall be responsible for maintenance and cleaning of their uniforms.

Section 3. Equipment

The Employer agrees to provide the following uniforms and equipment to Correctional Officers:

<u>Quantity</u>	<u>Item</u>
3	Pants
3	Short-Sleeve Shirts

3	Long-Sleeve Shirts
1	All-Weather Coat
1	Holster
1	Inner Belt
1	Outer Belt
4	Belt Keepers
1	Ammo Case
1	Handcuff Case
1	Set of Handcuffs
1	Latex Glove Case
1	Radio Case
1	Mini Mag-Lite
1	Mini Mag-Lite Holder
As Needed	Uniform Shoes

WAGE INCREASES

YEAR 1: December 1, 1997, through November 30, 1998

December 1, 1997: 2% increase in start pay, beginning year 2, beginning year 3, beginning year 4 and beginning year 5.

Increase each existing longevity step by 2% as follows (i.e. no new longevity step):

Beginning Year 6:	increase from 2% to 4%
Beginning Year 10:	increase from 5% to 7%
Beginning Year 16:	increase from 7% to 9%

Specialty differentials:	\$1000 for food service manager and \$500 for cooks
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June 1, 1998: 2% increase in start pay, beginning year 2, beginning year 3, beginning year 4 and beginning year 5.

YEAR 2: December 1, 1998, through November 30, 1998

December 1, 1998: 2% increase in start pay, beginning year 2, beginning year 3, beginning year 4 and beginning year 5.

June 1, 1999: 2% increase in start pay, beginning year 2, beginning year 3, beginning year 4 and beginning year 5.

YEAR 3: December 1, 1999, through November 30, 2000

December 1, 1999: 2% increase in start pay, beginning year 2, beginning year 3, beginning year 4 and beginning year 5.

June 1, 2000: 2% increase in start pay, beginning year 2, beginning year 3, beginning year 4 and beginning year 5.

All wage increases shall be retroactively effective to each respective scheduled date on all hours paid. Retroactive checks shall be issued within forty-five days of the issuance of the Arbitrator's award. Employees who have left the Employer's service prior to the issuance of the retroactive checks shall receive a pro rata share of retroactive pay through the date of severance.

LETTER OF UNDERSTANDING - MERIT RULES

Following the execution of this Letter of Understanding, the Employer agrees to petition the Sangamon County Merit Board to amend the Sangamon County Merit Rules and Regulations to include the Correctional Officers. The Sangamon County Merit Rules and Regulations would apply for purposes of hiring, promotions and appeal of discipline. Any matter of discipline otherwise subject to appeal before the Sangamon County Merit Board would be subject to the employee's choice of appeal either before the Merit Board or Grievance Procedure as set forth in Article 10 of the Correctional Officer's Labor Agreement.

LETTER OF UNDERSTANDING - PROFESSIONAL STANDARDS

The Employer agrees employees covered by the terms of this Agreement shall be subject only to interview and investigation by the Sangamon County Sheriff's Department Office of Professional Standards for purposes of investigating allegations of administrative misconduct otherwise covered by the Sangamon County Sheriff's Policy Manual or Sangamon County Merit Rules and Regulations.

LETTER OF UNDERSTANDING - SUBCONTRACTING

The Employer agrees not to contract or subcontract any work otherwise currently performed by employees covered by the terms of this Agreement.