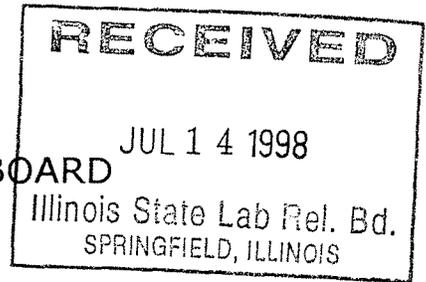


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ILLINOIS STATE LABOR RELATIONS BOARD

INTEREST ARBITRATION



In the Matter of the Arbitration

between

WILLIAMSON COUNTY, ILLINOIS
SHERIFF OF WILLIAMSON COUNTY

and

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 31, AFL-CIO, LOCAL 3369

Before

HARVEY A. NATHAN,
Chairman

GRAYSON GILE,
Assistant State's Attorney
Employer Delegate

THOMAS J. EDSTROM
Counsel for Council 31
Union Delegate

ISLRB No. S-MA-97-99

Hearing Held: June 1, 1998

For the Employer: Grayson Gile,
Assistant State's Attorney

Dennis E. Presley,
Sheriff

For the Union: Thomas J. Edstrom,
Supervising Council,

Steve Joiner,
Staff Representative

O P I N I O N A N 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 Williamson County, operating through its Board of Commissioners, and the Sheriff of Williamson County, as Joint Employers, and AFSCME Council 31 and its Local 3369, as the Union.¹ The Union represents a bargaining unit of Correctional Officers, Bailiffs, Court Security Officers, Jail Cooks and Sheriff's Clerk.

The Chairman was notified of his selection to serve as the neutral impasse arbitrator on October 21, 1997. Thereafter, the Chairman, by letter, offered the parties alternative dates for a hearing. The parties selected January 30, 1998, as the date for the hearing. Thereafter, the Chairman received copies of correspondence from the Sheriff to the Union indicating that the Joint Employer was not prepared to proceed to arbitration on the critical issue outstanding between the parties, the applicability of the grievance procedure to the discipline of employees over whom the Williamson County Sheriff's Merit Commission asserted jurisdiction. This correspondence from the Sheriff also indicated his belief that the Union was bargaining in bad faith and that he had filed one or more unfair labor practice charges against the Union. The correspondence further indicated that there was a dispute between the Sheriff

¹ Prior agreements were also signed by the County Clerk.

and the County Board regarding these pending issues.

Thereafter, the Chairman remanded the matter to the parties for an explanation and clarification. The Chairman heard nothing further from the parties but, by letter dated April 23, 1998, he was advised by the Executive Director of the Board that he was to hold a hearing on any issues outstanding other than the one being challenged by either of the parties. The Chairman immediately notified the parties that he intended to proceed with the hearing forthwith and offered the parties alternative dates. Thereafter the parties agreed to hold the hearing on June 1, 1998, although on May 29, 1998, the Joint Employer moved for the cancellation of the impasse arbitration hearing because the issues in dispute were the same issues then before Board. Due to the late receipt of the Joint Employer's Motion, the Chairman took the Motion under advisement and indicated to the parties that he intended to proceed with the hearing. On June 1, 1998, a hearing was held with all parties present, in Marion, Illinois.

During the course of the hearing, the parties submitted a proposal for amendments to Article VII, Grievance Procedure and Appendix A, Wage Schedule which they jointly agreed were an appropriate resolution of issues concerning those matters, but for which they sought affirmation from this arbitration board. The parties further proposed to the arbitration board that pending the appeal before the Illinois Appellate Court of certain issues relating

to the exclusive jurisdiction of the Sheriff's Merit Commission, that the parties would, during the time these jurisdictional issues are on appeal before the Illinois Appellate Court, continue to follow the provisions of the grievance procedure contained in the 1993-1996 Collective Bargaining Agreement between the parties. The parties further proposed that in the event of a definitive ruling by the Illinois Appellate Court the Union would not seek a stay of the Appellate Court's order pending any further appeals.

Upon careful consideration by the arbitration board of the parties' arguments, and with due consideration of the statutory criteria contained in the Act, this Board make the following Interim Award:

INTERIM AWARD

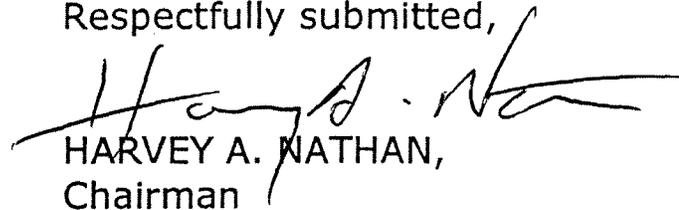
1. The parties shall adopt and comply with the terms and conditions of the Collective Bargaining Agreement as agreed to prior to the hearing on June 1, 1998.
2. The parties shall comply with the terms and conditions of the provisions of Schedule A, Wage Schedule, which is attached hereto and made a part of this Interim Award, retroactive to the effective date of the new Collective Bargaining Agreement.
3. The parties will continue to abide by the provisions of Article VII, Grievance Procedure, as it appears in the 1993 - 1996 Collective Bargaining Agreement between the parties, until such time as there is a final and binding decision by a court of competent jurisdiction, or by the Illinois State Labor Relations Board upon the direction of a court of competent jurisdiction, on the issues of

jurisdiction of the Sheriff's Merit Commission now currently pending before the Illinois Appellate Court. Pending final resolution of the Merit Commission jurisdictional issues, neither party will seek a stay of any order pending further appeal.

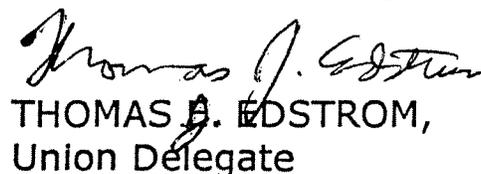
4. Upon a final and binding decision on the jurisdiction of the Merit Commission, the parties will negotiate the implementation of that decision except that if the decision finds that the Grievance Procedure in the Collective Bargaining Agreement is valid, the parties shall implement the changes contained in the language of the Article VII, Grievance Procedure, as attached hereto and made a part hereof.

5. The arbitration board retains jurisdiction of this matter regarding the implementation of this Interim Award. Upon the request of either party, the arbitration board shall enter a final Award after there is a final and binding decision on the issues of the Merit Commission's jurisdiction.

Respectfully submitted,


HARVEY A. NATHAN,
Chairman

GRAYSON GILE,
Joint Employer Delegate


THOMAS B. EDSTROM,
Union Delegate

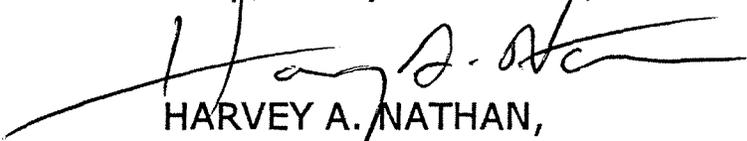
June 30, 1998

jurisdiction of the Sheriff's Merit Commission now currently pending before the Illinois Appellate Court. Pending final resolution of the Merit Commission jurisdictional issues, neither party will seek a stay of any order pending further appeal.

4. Upon a final and binding decision on the jurisdiction of the Merit Commission, the parties will negotiate the implementation of that decision except that if the decision finds that the Grievance Procedure in the Collective Bargaining Agreement is valid, the parties shall implement the changes contained in the language of the Article VII, Grievance Procedure, as attached hereto and made a part hereof.

5. The arbitration board retains jurisdiction of this matter regarding the implementation of this Interim Award. Upon the request of either party, the arbitration board shall enter a final Award after there is a final and binding decision on the issues of the Merit Commission's jurisdiction.

Respectfully submitted,



HARVEY A. NATHAN,
Chairman



GRAYSON GILE,
Joint Employer Delegate

THOMAS E. EDSTROM,
Union Delegate

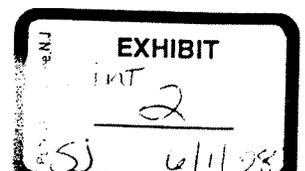
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APPENDIX A
FULL-TIME CORRECTIONAL OFFICER
WAGE SCHEDULE

<u>LENGTH OF SERVICE</u>	<u>EFFECTIVE 12/01/96</u>	<u>EFFECTIVE 12/01/97</u>	<u>EFFECTIVE 12/01/98</u>	<u>EFFECTIVE 12/01/99</u>
Start	\$17,750	\$18,300	\$19,600	\$20,300
6 Months Service	\$18,000	\$18,550	\$19,850	\$20,550
1 Year Service	\$18,500	\$19,050	\$20,350	\$21,050
2 Years Service	\$19,500	\$20,050	\$21,350	\$22,050
3 years Service	\$20,500	\$21,050	\$22,350	\$23,050
4 years Service	\$21,500	\$22,050	\$23,350	\$24,050
5 years Service	\$22,500	\$23,050	\$24,350	\$25,050
6 years Service	\$23,500	\$24,050	\$25,350	\$26,050
7 years Service	\$24,500	\$25,050	\$26,350	\$27,050
8 years Service	\$25,500	\$26,050	\$27,350	\$28,050
9 years Service	\$26,500	\$27,050	\$28,350	\$29,050
10 + years	Employees shall receive a \$1,000 annual step increase for each additional			

year of service with the County on the anniversary of their date of hire of each year, based on the above pay scale, in addition to the negotiated cost of living increases.



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FULL-TIME NON-CORRECTIONAL EMPLOYEE

The Sheriff's Clerk and Jail Cook shall receive the following across the board wage increases on the effective dates below:

EFFECTIVE <u>12/01/96</u> \$.40 phr	EFFECTIVE <u>12/01/97</u> \$.45 phr	EFFECTIVE <u>12/01/98</u> \$.45 phr	EFFECTIVE <u>12/01/99</u> \$.48 phr
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PART-TIME EMPLOYEES

The Courthouse Security Officers, Part-Time Correctional Officers, 30 Hour Cook, 16 Hour Cook and Part-time Cook shall receive the following across the board wage increases on the effective dates below:

EFFECTIVE <u>12/01/96</u> \$.28 phr	EFFECTIVE <u>12/01/97</u> \$.30 phr	EFFECTIVE <u>12/01/98</u> \$.32 phr	EFFECTIVE <u>12/01/99</u> \$.35 phr
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Back pay: Employees shall receive a retroactive back pay for all hours worked during the period 12/01/96 to date at the rates described herein.

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ARTICLE VII
GRIEVANCE PROCEDURE

Section 7.1. Definition.

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union against the County that there has been an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

Section 7.2. Procedure.

If an employee and his immediate supervisor are unable to resolve a grievance informally, the grievance shall be processed according to the following procedure. If a grievance alleges the same contract violation, same underlying facts and seeks the same remedy for a group of two (2) or more employees, then the Union may process one grievance on behalf of all employees in the group; such a group grievance shall be filed at Step 2 within the time limits specified in Section 7.5. Grievances involving a discharge or layoff may also be filed at Step 2 within the time limits specified in Section 7.5. By mutual agreement of the Union and County, other grievances can be filed at Step 2 or 3, commensurate with the level at which the action giving rise to the grievance was initiated, or where for other reasons it cannot be resolved at a preliminary step, or where it may become moot due to lapse of time necessary to process the grievance starting at Step 1. Grievances involving lesser disciplinary penalties (oral or written reprimand) may not be processed beyond Step 3. The County shall provide the Union with access to information related to the processing of grievances in accordance with Section 3.6 (Information to the Union). For purposes of this Article, the term "working days" shall be defined as days the County administrative offices are open.

Step 1: Any employee or Union Officer who has a grievance shall submit the grievance in writing on a mutually agreed to form to the employee's immediate supervisor who is not a member of the bargaining unit, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are

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alleged to have been violated, and the specific relief requested. All grievances must be presented no later than ten (10) working days from the date of the occurrence of the event first giving rise to the grievance or within ten (10) working days after the employee or the Union could have become aware of the occurrence of the event first giving rise to the grievance. The immediate supervisor or his designee shall render a written response to the Grievant within seven (7) working days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the Union in writing to the Sheriff within seven (7) working days after receipt of the County's answer in Step 1 or within seven (7) working days of when the answer was due in Step 1. The Sheriff ~~and Chairman of the County Board~~ or their his designee shall investigate the grievance and, in the course of such investigation, shall discuss the grievance within ten (10) working days with the Union. If no settlement of the grievance is reached, the Sheriff ~~and Chairman of the County Board~~ shall provide a written answer to the Union, within seven (7) working days following the meeting.

Step 3: If the grievance is not settled at Step 2 and the Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the Union in writing to the Chairman of the County Board, who shall notify the Sheriff and all members of the County Board, within seven (7) working days after receipt of the County's answer in Step 2 or within seven (7) working days of when the answer was due in Step 2. The Sheriff and all members of the County Board, acting as a Committee, shall investigate the grievance and, in the course of such investigation, shall discuss the grievance within fifteen (15) working days with the Union, unless this time limit is mutually extended. If no settlement of the grievance is reached, the Committee shall respond in writing to the Union within seven (7) working days following the meeting. If the Sheriff and the County Board do not agree as to the

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- (d) The County and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The County and the Union retain the right to employ legal counsel.
- (e) The arbitrator shall submit his/her decision in writing within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties (if any), whichever is later.
- (f) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- (g) The parties by mutual agreement may utilize expedited arbitration procedures.
- (h) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the County and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
- (i) The parties may, by mutual agreement, dispense with the permanent panel, and instead use the FMCS procedures, as outlined below; however, items d, e f, g and h will continue to apply.
- (j) The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) working day period, either or both parties shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, each of whom must be a member of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and

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disposition of the grievance, they shall immediately notify the Union in writing, and the grievance shall be considered automatically forwarded to arbitration.

Section 7.3. Arbitration.

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, by delivering a written request for arbitration to the Sheriff and Chairman of the County Board within ten (10) working days of receipt of the County's written answer as provided to the Union at Step 3 or within ten (10) working days of when the answer was due in Step 3:

- (a) Within thirty days after the signing of this Agreement, the parties will select a panel of five arbitrators who will serve as the permanent panel for the term of this Agreement. ← The panel will be composed of members of the National Academy of Arbitrators, unless the parties otherwise agree. If the parties are unable to agree upon the panel of five, then each party will select two arbitrators to serve on the panel, and the fifth member will be chosen from a list of five arbitrators to be provided by the Federal Mediation & Conciliation Services (FMCS). The parties will equally split any FMCS fee, unless it rejects an entire panel, in which case that party will be responsible for the entire fee for the replacement panel. Each party will alternately strike a name, until only one remains. That remaining arbitrator will be the fifth member of the panel. If that arbitrator declines or is otherwise unavailable to serve on the panel, the parties will recommence this process until a willing and available fifth panel member is selected.
- (b) Once the panel is in place, when the Union sends a grievance to arbitration, within fifteen calendar days the parties will select a neutral arbitrator to hear the case. If the parties are unable to reach mutual agreement, they shall alternately strike names from the permanent panel until only one name remains, and that person shall serve as the arbitrator.
- (c) Once the arbitrator is selected for a given case, the parties shall notify him/her of his/her selection, and shall request the setting of a date, time and place for the hearing, subject to the availability of Union and County representatives.

Beginning 12/1/99 this panel will be reviewable each year
That the agreement is in effect each December 1.

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request that a new panel be submitted. Both the County and the Union shall have the right to strike three (3) names from the panel. One party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. The parties shall alternate striking the first name, with the Union striking first in the first grievance arbitration during the term of this Agreement.

- (k) The parties shall notify the FMCS of the person selected as arbitrator, who shall then be notified by the FMCS of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and County representatives.

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Section 7.4. Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue as jointly submitted by the parties, or, in the absence of a stipulation of the issue, as raised by the grievance as submitted in writing at Step 3. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable state or federal laws, or of rules and regulations of state or federal administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the County under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 7.4 shall be final and binding on the County, the Union and the employees covered by this Agreement. No decision or remedy proposed by the arbitrator shall be retroactive beyond the beginning of the time for filing

a grievance at Step 1 (a maximum of ten (10) calendar days before the grievance was filed at Step 1).

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Section 7.5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 (or at a higher step, if initially filed at a higher step) within ten (10) working days after the occurrence of the event first giving rise to the grievance or within ten (10) working days after the employee or the Union could have become aware of the occurrence of the event first giving rise to the grievance. The term "working days" shall be defined as days the County administrative offices are open.

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered denied. If the County does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the Grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article. The parties may also agree in writing to allow a grievance to be settled without precedent or prejudice. Grievances which are withdrawn by the parties shall be considered withdrawn without precedent or prejudice.

Section 7.6. Processing of Grievances.

The names of authorized Union representatives who may represent employees at each step of the grievance procedure shall be certified in writing to the Employer by the Union.

The parties shall endeavor to schedule grievance meetings specified in Section 7.2 at times which do not interfere with the work of bargaining unit members whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled at the request or consent of the County during work hours, a maximum of two (2) employees (the Grievant and/or Union Officer) shall be released from duty to attend the meeting without any loss of pay.

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Release time shall not be granted without prior approval of the Sheriff or his designee to employees for the investigation of, preparation for, or processing of any grievance, provided that such approval will not be denied unreasonably.

In the case of a grievance over a work assignment or other directive, the employee shall perform his assigned work first and grieve later, unless the employee reasonably believes that the assignment or direction unreasonably endangers his personal safety.

Section 7.7. Miscellaneous.

No member of the bargaining unit shall have any authority on behalf of the Employer to settle or respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit regarding the County's obligations or rights under this Agreement shall impose any obligation or duty or be considered to be authorized by or binding upon the County unless and until the County has agreed thereto in writing.