

AWARD OF ARBITRATOR

In the Matter of Interest
Arbitration

between

Wabash County/Wabash County
Sheriff

and the

Illinois Fraternal Order of
Police Labor Council

Opinion and Award

by

Arbitrator

Peter Feuille

in

ILRB No. S-MA-07-020

Date of Award: November 30, 2007

APPEARANCES

For the Employer:

Mr. George Timberlake, Attorney

For the Union:

Mr. Rick Stewart, Attorney



INTRODUCTION

Wabash County and the Sheriff of Wabash County ("Employer") and the Illinois Fraternal Order of Police Labor Council ("Union") have been negotiating for a successor collective bargaining agreement ("CBA") to succeed their 2003-06 CBA covering the bargaining unit of Deputy Sheriffs and Correctional Officers (hereafter Joint Exhibit 1 ("JX 1")). During their

negotiations the parties reached agreement on many issues, but have not been able to reach agreement on all issues.

Accordingly, they invoked the interest arbitration procedure specified in Section 14 of the Illinois Public Labor Relations Act ("Section 14," "Act"). The parties selected the undersigned as Arbitrator, waived the tripartite arbitration panel format and agreed that I would serve as the individual Arbitrator, and in May 2007 the Illinois Labor Relations Board appointed me as the interest arbitrator in this matter. Additionally, the parties also waived the Act's requirement in Section 14(d) that the hearing in this matter must commence within 15 days of the Arbitrator's appointment, and the parties agreed to extend Section 14(d)'s hearing timeline to accommodate the scheduling needs of the participants in this matter.

By mutual agreement, the parties scheduled an interest arbitration hearing to be held on October 24, 2007, in Mt. Carmel, IL. On or about October 18, 2007 the parties informed the Arbitrator that they had reached agreement on most of the unresolved issues and had cancelled the October 24 hearing, and asked that their resolution of this matter be expressed and issued in the form of a stipulated Award. Later in October and during November 2007 the parties submitted to me the relevant evidence regarding the previously unresolved issues and their

resolution. The stipulated nature of this Award means that it has not been necessary for the Arbitrator to identify the economic issues in dispute, or to direct the parties to submit their last offers of settlement on each economic issue, or to make written findings of fact based upon the factors specified in Section 14(h) of the Act.

THE ISSUES

The parties stipulated that the issues presented for resolution are:

1. Vacations (Article 16, Section 2, Vacation Schedule)
2. Sick Leave (Article 17, Section 5, Sick Leave Buy Back)
3. Hours of Work (Article 19, Section 7, Compensatory Time)
4. Hours of Work (Article 19, Section 8, Standby Pay)
5. Wages (Article 20 and Appendix C, Base Pay)
6. Wages (Article 20 and Appendix C, Longevity Pay)
7. General Provisions (Article 24, Section 10, Cell Phone Reimbursement)

ANALYSIS AND OPINION

The parties agreed upon a two-year duration of their next CBA (or "successor CBA"). Except as otherwise noted, the new CBA will take effect on December 1, 2006 and continue in effect

for a two-year period through November 30, 2008. After thoroughly discussing the unresolved issues, the parties have agreed to the following resolutions of these issues, which are hereby incorporated into and rendered via this Award.

1. Vacations (Article 16, Section 2, Vacation Schedule)

Article 16, Section 2 specifies the amount of paid vacation unit members receive after one, five, and twelve years of service. A proposal emerged during bargaining to increase the amount of vacation time members would receive. The parties agreed that this proposal would not be adopted, and therefore Article 16, Section 2 will continue unchanged in the successor CBA (i.e., the status quo will be maintained ("status quo")).

2. Sick Leave (Article 17, Section 5, Sick Leave Buy Back)

The 2003-06 CBA does not contain a Section 5 in Article 17, or contain any other provision that addresses sick leave buy back upon termination of employment. Such a proposal emerged during the parties' negotiations, the parties agreed that this proposal would not be adopted, and therefore Article 17 will continue unchanged in the successor CBA (status quo).

3. Hours of Work (Article 19, Section 7, Compensatory Time)

Article 19, Section 7 addresses how pay for holidays, overtime, and court time can be banked and converted to compensatory time off ("comp time"). A proposal emerged during bargaining to increase the amount of time that could be converted into comp time. The parties agreed that this proposal would not be adopted, and therefore Article 19, Section 7 will continue unchanged in the successor CBA (status quo).

4. Hours of Work (Article 19, Section 8, Standby Pay)

The final paragraph in Article 19, Section 8 specifies the monthly stipend amount deputies will receive for standby pay. A proposal emerged during bargaining to increase this standby pay amount. The parties agreed this proposal would not be adopted, and therefore Article 19, Section 8 will continue unchanged in the successor CBA (status quo).

5. Wages - Base Pay (Article 20 and Appendix C)

Article 20 addresses the base pay increases unit members will receive during the life of the CBA, the amount of longevity pay to be added to base pay, and starting pay during an employee's probationary period. Appendix C specifies the actual annual pay rates for deputies and correctional officers at

various levels of longevity (probationary wage, base wage, wage after three years' service, wage after six years' service, etc.).

The 2003-06 CBA specified these pay rates for each of the three years covered by this CBA - the years beginning on December 1, 2003, 2004, and 2005 (JX 1). Because the parties did not reach agreement until October-November 2007 on wage rates that will take effect on December 1, 2006, unit members have been paid at the wage rates specified for December 1, 2005 in JX 1's Appendix C during the pendency of these negotiations and instant arbitration.

In a decision driven by the Employer's current fiscal condition, the parties have agreed that the Appendix C wage rates in effect for the year beginning December 1, 2005 will be increased by one and one-half percent (1.5 percent) retroactive to December 1, 2006 (the start of the first year of the successor CBA). The parties have further agreed that the Appendix C wage rates in effect for the year beginning December 1, 2006 through November 30, 2007 will be increased by one and one-half percent (1.5 percent) effective December 1, 2007 (the start of the second year of the successor CBA). The parties have additionally agreed that the Employer will pay eligible unit members their retroactive pay (the amount generated by the

1.5 percent wage increase retroactive to December 1, 2006) as soon as is practicable and no later than December 21, 2007.

6. Wages - Longevity Pay (Article 20 and Appendix C)

Article 20 specifies the dollar amount of longevity pay (currently \$500) added to each employee's annual base pay after completing every three years of service (e.g., \$500 after three years of service, \$1,000 after six years of service, \$1,500 after nine years of service, etc.). The annual wage rates specified in Appendix C include base pay and longevity pay.

A proposal emerged during bargaining to increase the \$500 annual longevity amount. The parties agreed this proposal would not be adopted. As a result, the longevity amount specified in Article 20 and incorporated into the Appendix C pay rates will continue unchanged in the successor CBA (status quo).

The result of the parties' wage agreements in issues 5 and 6 shall be incorporated in their CBA as follows:

(a) The current first paragraph in Article 20 shall be deleted and replaced with the following paragraph:

"All deputies and correctional officers shall receive a 1.5 percent increase in their base pay effective on December 1, 2006, and shall receive an additional 1.5 percent increase in their base pay effective on December 1,

2007. The 2006-2007 pay rate will be fully retroactive to December 1, 2006 for all employees on the payroll as of December 1, 2006, and shall be retroactive to the date of hire for any employees hired after December 1, 2006. Eligible employees shall receive their retroactive pay no later than December 21, 2007."

(b) Appendix C shall be modified to read as follows:

APPENDIX C
WAGE RATES/LONGEVITY

CORRECTIONAL OFFICERS			DEPUTIES		
Step	12/1/2006	12/1/2007	Step	12/1/2006	12/1/2007
Probation	\$25,571.91	\$25,955.49	Probation	\$31,395.21	\$31,866.14
Base	\$26,917.80	\$27,321.57	Base	\$33,047.59	\$33,543.30
After 3	\$27,417.80	\$27,821.57	After 3	\$33,547.59	\$34,043.30
After 6	\$27,917.80	\$28,321.57	After 6	\$34,047.59	\$34,543.30
After 9	\$28,417.80	\$28,821.57	After 9	\$34,547.59	\$35,043.30
After 12	\$28,917.80	\$29,321.57	After 12	\$35,047.59	\$35,543.30
After 15	\$29,417.80	\$29,821.57	After 15	\$35,547.59	\$36,043.30
After 18	\$29,917.80	\$30,321.57	After 18	\$36,047.59	\$36,543.30
After 21	\$30,417.80	\$30,821.57	After 21	\$36,547.59	\$37,043.30
After 24	\$30,917.80	\$31,321.57	After 24	\$37,047.59	\$37,543.30
After 27	\$31,417.80	\$31,821.57	After 27	\$37,547.59	\$38,043.30
After 30	\$31,917.80	\$32,321.57	After 30	\$38,047.59	\$38,543.30

7. General Provisions (Article 24, Section 10, Cell Phone Reimbursement)

Section 10 of Article 24 currently is titled "Pager Allowance," and this provision specifies an annual pager

reimbursement allowance for deputies. The parties agreed that this provision has become obsolete, and therefore they agreed to delete all of the existing wording in Section 10, change the title of this section to "Cell Phone Reimbursement," and incorporate the following new language in this section.

"Section 10. Cell Phone Reimbursement

Effective December 1, 2007, each deputy in the bargaining unit required by the Employer to carry a personal cell phone to conduct County business while on duty shall receive a cell phone reimbursement allowance of twenty-five dollars (\$25.00) per month, payable during the first pay period of each month.

Deputies who have a cell phone provided by the Employer shall not be eligible for this allowance until/unless the Employer no longer provides a cell phone."

Parties' Tentative Agreements

The parties negotiated and tentatively agreed upon several changes in their CBA, and they memorialized these tentative agreements ("TAs") in an undated document titled "Prior Tentative Agreements" they submitted into the record. I hereby incorporate into this Award these tentatively agreed-to CBA changes adopted by the parties, as follows (the deleted language is not shown here):

- ARTICLE 1, RECOGNITION

Section 1. Unit Description

The Employer hereby recognizes the Union . . . for all employees of the Wabash County Sheriff's Department the classifications included in the units certified by the Illinois State Labor Relations Board in case number S-RC-95-70. The following employees shall be included in the bargaining unit:

Unit A (Deputy Sheriffs):

Included: All full-time Deputy Sheriffs.

Excluded: All other employees, as well as those individuals who are supervisory, managerial, confidential, or short-term employees within the meaning of the Illinois Public Labor Relations Act.

Unit B (Correctional Officers):

Included: All full-time Correctional Officers.

Excluded: All other employees, as well as those individuals who are supervisory, managerial, confidential, or short-term employees within the meaning of the Illinois Public Labor Relations Act.

- ARTICLE 13, SENIORITY

Section 6. Return to Bargaining Unit

Any bargaining unit member who is promoted to Deputy Chief of Wabash County or who is sworn in as Sheriff after November 30, 2006; and who returns to the bargaining unit, will do so with his seniority being "frozen" . . .

- ARTICLE 18, LEAVES OF ABSENCE

- Section 2. Absence Due to Death in Immediate Family

- (a) In the event of a death of an immediate family member, an employee shall be permitted to be absent from his job for an appropriate number of days up to five (5) work days for spouse, child (including step-child) or parent (including step-parent) per occurrence . . . at his normal rate of pay. If the employee desires to be absent for more than five (5) working days, . . .
 - (b) "Immediate family" shall be defined as an employee's spouse, child (including step-child), mother (including step-mother), father (including step-father), sister, . . .

- ARTICLE 23, SAFETY ISSUES

The Employer agrees to furnish soft body armor to all Deputies. The Employer shall replace the armor in accordance with the manufacturer's recommendations and guidelines.

- ARTICLE 24, GENERAL PROVISIONS

- Section 8. Uniforms

The Employer shall furnish . . . The Employer shall reimburse employees for up to two hundred dollars (\$200.00) per year for the purchase of footwear . . .

- ARTICLE 24, GENERAL PROVISIONS

- Section 9. Take-Home Squad Cars

Take-home squad cars may be used for personal use in Wabash County and surrounding counties (used outside Wabash County only with the permission of the Sheriff).

- ARTICLE 24, GENERAL PROVISIONS

- Section 11. Training

- The County shall provide a minimum of twenty (20) hours of training per year to every employee.

- ARTICLE 27, EMPLOYEE TESTING

- Section 5. Tests to be Conducted

- In conducting tests authorized by this Agreement, the County shall:

- (a) use only a forensic laboratory or hospital facility that is licensed pursuant to the Illinois Forensic Laboratory Act and conforms to current federal recognition standards;
 - (b) insure that the laboratory or facility selected conforms to all current federal recognition standards;
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 - (g) provide the employee being tested with an opportunity to have the additional sample tested by a forensic laboratory or hospital facility . . .

- APPENDIX "A," SENIORITY LIST

Name	Date of Employment
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Deputies

Etzcorn, D. Ray	08/06/96
Keeling, A.	08/12/96
Morgan, J.D.	12/27/03
Youngman, F.	05/20/06

Correctional Officers

Peach, P.	12/01/90
Clark, C.	01/18/97
Harrell, C.	08/01/06
Able, M.	01/02/07

ALL OTHER PROVISIONS

All provisions in Joint Exhibit 1 not mentioned in this Award shall carry forward and continue unchanged in the successor 2006-08 CBA.

AWARD

Under the authority granted to me by Section 14(g) of the Illinois Public Labor Relations Act, I render the rulings on the previously unresolved issues in the manner expressed above. It is so ordered.

Respectfully submitted,

A handwritten signature in cursive script that reads "Peter Feuille". The signature is written in dark ink and is positioned above a horizontal line.

Peter Feuille
Peter Feuille
Arbitrator

Champaign, Illinois
November 30, 2007