

**INTEREST ARBITRATION
ILLINOIS STATE LABOR RELATIONS BOARD**

Policemen's Benevolent Labor Committee

and

County of Kane and Sheriff of Kane County

**ILRB No. S-MA-09-127
Corrections Officers and Sergeants**

OPINION AND AWARD

of

John C. Fletcher, Arbitrator

July 16, 2010

I. Procedural background:

This matter comes as an interest arbitration between the County of Kane and the Sheriff of Kane County as Joint Employers ("the Joint Employer") and the Policemen's Benevolent Labor Committee ("the Union") pursuant to Section 14 of the Illinois Public Labor Relations Act, 5 ILCS 315/314. The Parties selected the undersigned to serve as a single arbitrator in this matter, waiving their right to a three-person panel. The bargaining unit represented by the Union consists of approximately 100 sworn Corrections Deputies and Sergeants who serve at the Kane County Jail. This dispute arises from the parties' impasse in the negotiation of a successor agreement to the Collective Bargaining Agreement ("the Agreement") that was effective December 1, 2005 through November 30, 2008.

Pursuant to section 14(c) of the Act, the undersigned met with the Parties on May 13, 2010 and again on July 16, 2010 in an informal proceeding, the purpose of which was to define and narrow the issues in dispute. After considerable further mediated negotiations between the

Parties, five issues remained in dispute: (1) Wages; (2) Holiday Pay; (3) Health Insurance Benefits for Retirees; (4) Drug and Alcohol Testing Policy; and (5) Conversion of Holidays into Pay.

With the consent of the Parties, based on upon said exchange, the undersigned, after taking into consideration the factors set forth in Section 14 of the Act, made recommendations for the resolutions of the five issues that remained in dispute, believing that said recommendations were supportable based upon the statutory factors.

After due consideration, the Parties agreed to permit the undersigned to issue an award resolving all issues in dispute without further hearing. The undersigned now issues the following Mediated Arbitration Award.

The Union was represented by:

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The Joint Employer was represented by:

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Attorney for the Sheriff of Kane County

II. Wages and Duration

The Position of the Union

The Union offered a two-year Agreement with wage increases as follows: 3% (2008) and 3% (2009).

The Position of the County of Kane

The County of Kane offered a two-year Agreement with wage increases as follows: 0% (2008) and 0% (2009).

Order

This matter presents the undersigned with unique circumstances. For instance, the Parties have been without a successor Agreement for two years, and the Parties should have negotiated the successor Agreement in 2007 (prior to the expiration of the original Agreement). The undersigned recognizes that this delay in negotiating may have been caused, in part, by the fact that the Union was certified one month after the predecessor Agreement expired. Given the unique circumstances existing at this time, and the fact that the Parties have consented to the undersigned fashioning an appropriate economic award based on the evidence, it is hereby ordered that both wage offers are rejected. Instead, the successor Agreement shall be a two-year Agreement commencing on December 1, 2008 through November 30, 2010. Wages shall be increased as follows: 2% on December 1, 2008; 2% on December 1, 2009; and 1% on June 1, 2010. The aforementioned wage increases shall be retroactive.

III. Holiday Pay

The Position of the Union

Modify the language of Article 15, Section 4 of the CBA so that bargaining unit employees receive double (2x) the regular rate of pay for all hours worked on certain holidays identified in the Agreement.

The Position of the Joint Employer

Status quo.

Order

The internal comparables support a finding that bargaining unit employees should receive double (2x) pay for all hours worked on certain holidays recognized in Article 15, Section 4 of the predecessor Agreement. For example, the Sheriff's Deputies and Sergeants receive double (2x) the regular rate of pay for all hours worked on certain holidays. Accordingly, the Union's proposal is accepted, and bargaining unit members shall be paid double (2x) the regular rate of pay when the employee is required to work on the following four holidays: Christmas, Easter, Thanksgiving and/or New Year's Day. Employees shall be paid their regular rate of pay when they are required to work any other holiday as set forth in Article 15, Section 4 of the predecessor Agreement.

IV. Health Insurance Benefits for Retirees

The Position of the Union

The Union proposed to add the same language for Health Insurance Benefits for Retirees that is contained in the current agreement covering Kane County Sheriff Deputies and Sergeants.

The Position of the Joint Employer

Status quo because the Joint Employer currently provides the benefit.

Order

The Joint Employer's position is to maintain the status quo relating to Health Insurance Benefits for Retirees because no changes are needed since this benefit is currently provided pursuant to Kane County's existing practice. The Union's position is that it seeks language in the successor Agreement explaining the policy with respect to Health Insurance Benefits for Retirees and which also appears in the current agreement with the Union covering Sheriff's

Deputies and Sergeants. Accordingly, the language attached hereto governing Health Insurance Benefits for Retirees should be made part of the successor Agreement. This language is not a departure from the Joint Employer's existing practice, but is merely language memorializing the Joint Employer's existing practice into the successor Agreement.

V. Drug and Alcohol Testing Policy

The Position of the Union

Status quo.

The Position of the Joint Employer

Add a proposed Drug and Alcohol Testing Policy to the successor Agreement.

Order

The undersigned finds that the considerations of health and safety and internal comparables support a finding that a Drug and Alcohol Testing Policy for bargaining unit employees should be adopted. Accordingly, the Joint Employer's position is adopted and the Drug and Alcohol Testing Policy attached hereto shall be made part of the successor Agreement. In order to provide the Parties ample time to discuss the implementation of this new Drug and Alcohol Testing Policy, the Drug and Alcohol Testing Policy is not effective until November 30, 2010.

VI. Conversion of Holidays into Pay

The Position of the Union

Status quo.

The Position of the Joint Employer

Modify the language of Article 15, Section 7 of the CBA to reflect that bargaining unit members may convert a maximum of nine (9) unused holidays into pay, provided the remainder of the conditions in Article 15, Section 7 are met, and to further provide that in fiscal year 2010,

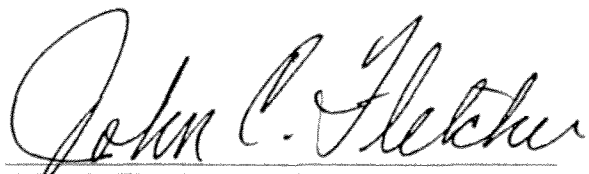
the Joint Employer will not incur liability for more than a total of ninety (90) days of holiday pay for all bargaining unit members. The remaining terms and conditions of Article 15, Section 7 of the predecessor Agreement will remain unchanged in the successor Agreement.

Order

The internal comparables support a finding that a cap should be placed on the number of unused holidays bargaining unit employees may convert into pay under Article 15, Section 7 of the predecessor Agreement. For example, the Sheriff's Deputies and Sergeants have no ability to convert unused holidays into pay under their CBA. Accordingly, the Joint Employer's proposal is adopted. Article 15, Section 7 of the successor Agreement shall provide that bargaining unit employees may convert up to nine (9) unused holidays into pay and shall further provide that in fiscal year 2010, the Joint Employer shall not incur liability for more than a total of ninety (90) days of holiday pay for all bargaining unit members. The remaining terms and conditions of Article 15, Section 7 of the predecessor Agreement shall remain unchanged in the successor Agreement.

VII. Conclusion and Award

The foregoing Orders represent the final and binding determination of the Neutral Arbitrator in this matter and it is directed that the Parties' Collective Bargaining Agreement be amended to incorporate their previously agreed-upon tentative agreements along with the specific determinations made above.



John C. Fletcher, Arbitrator

Popular Grove, Illinois, 16, 2010