

Daniel Nielsen, Arbitrator

L-MA-15-004

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In the Matter of the Arbitration of an Interest Dispute Between

**COOK COUNTY AND  
COOK COUNTY HEALTH AND HOSPITALS SYSTEM**

and

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

Interest Arbitration

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Appearances:

Gary Bailey for the Illinois Fraternal Order of Police Labor Council.

Jeffrey Brown for Cook County and the Cook County Health and Hospitals System.

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**ARBITRATION AWARD**

Cook County and the Cook County Health and Hospitals System (hereinafter referred to as the County or the Employer) and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the FOP or the Union), selected the undersigned to serve as the arbitrator of a dispute over the terms of the successor collective bargaining agreement for police officers employed at Oak Forest Hospital. Given the narrow issue involved and the lack of any factual dispute, hearings were conducted telephonically. The parties presented such evidence and arguments as were relevant. At the conclusion of these proceedings, the undersigned advised the parties of his view as to the likely outcome of the arbitration on the sole issue in dispute. The parties agreed that, in the interests of a prompt resolution of the dispute, the arbitrator should issue his Award on an expedited basis, without waiting for additional argument on the issues. The parties reserved the right to request a more fully developed statement

of the reasons underlying the Award, if mutually requested within 30 days of the date of this Award.

Having considered the evidence, the arguments of the parties, the statutory criteria, and the record as a whole, the undersigned makes and issues the following Award.

### **Statutory Criteria**

Section 14(h) of the Illinois Public Labor Relations Act, 5 ILCS 315 provides the specific factors for an arbitrator to use when analyzing the issues in an interest arbitration dispute:

[T]he 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) Comparison 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 following 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.

All of the criteria have been considered in arriving at this Award, although given the expedited nature of the Award, not every criterion is discussed.

### Issue

This bargaining unit is unique in the County's work force in that the officers are required to be fully qualified as both law enforcement officers and firefighters. The single issue before the arbitrator is the appropriate system, if any, for recognizing and/or compensating officers for obtaining and maintaining firefighting certification.

### Discussion

The issue of compensation for the skills demanded of a position is fundamental to the bargaining process. Any change in the basics of the compensation system should, if possible, be the result of voluntary collective bargaining as the parties themselves have the best understanding of the issues underlying it and possible impacts the change will have. In this case, the parties have had extensive and productive discussions, but have been unable to reach a final agreement. Given this, the appropriate role for an arbitrator should be a modest one – to answer the immediate need for a contract without interfering with the parties' ability to design the compensation system going forward in accordance with their own collective judgment. This is best accomplished by declining to make changes in the collective bargaining agreement itself, or imposing a system for the long term.

Accordingly I am directing the parties to execute a Memorandum of Agreement, outside of the body of the contract, which will provide recognition of the issue, and a non-recurring, non-precedential payment to unit employees. The Memorandum will also provide a mechanism for the continuation of the discussions of this issue. Any on-going change in the compensation system will depend upon the outcome of those discussions, and the mutual agreement of the parties to incorporate any changes in the successor collective bargaining agreement.

### **AWARD**

On full consideration of all of the statutory criteria, and the record as a whole, the successor collective bargaining agreement shall incorporate the provisions of the predecessor agreement, as modified by any tentative agreements. Further the parties will execute a Memorandum of Agreement as follows:

### **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("MOA") is entered into by and between Cook County and the Cook County Health and Hospitals System ("the County") and Illinois Fraternal Order of Police Labor Council ("the Union") acting as the certified exclusive collective bargaining representative of certain employees employed by the County in job classifications listed in the parties collective bargaining agreement. Effective upon the execution by the Union and the County Board of Commissioners, the following shall apply:

1. The Employer agrees that effective April 1, 2016, incumbent employees who hold a Firefighter II Certification shall be provided a one-time payout of \$750.00 to be paid in Fiscal Year 2016. The parties further acknowledge and agree that the one-time \$750 payment is only being made to bargaining unit employees who currently hold the Firefighter II certification, which is a condition of their continued employment with the Cook County and Cook County Health and Hospital System, in express recognition for obtaining and maintaining the additional Firefighter II certification. The members of this bargaining unit are unique in that they are required to be fully qualified as both law enforcement officers and firefighters. No other sworn employees of the Cook County Sheriff are required to be fully qualified as both law enforcement officers

and firefighters; thus, this one-time payment is only available to the members of this bargaining unit who currently have a Firefighter II certification. No employees, other than those who possess a Firefighter II certification in this bargaining unit, shall be eligible for this one-time \$750 payment.

2. The parties further agree, that within ninety (90) days following ratification, they shall form a Joint Labor Management Committee ("the Committee") to explore whether employees who have earned the Firefighter II Certification should be compensated on a reoccurring basis for maintaining this certification during the term of their employment. The authority of the Committee is strictly advisory and the committee does not have authority to bind either party. Disposition of matters covered by the Committee shall not contradict, add to, or otherwise modify the terms and conditions of the parties' collective bargaining agreement unless otherwise mutually agreed to in writing by the Employer and the Union.

3. The provisions of this MOA are non-precedential and without prejudice to either party's legal position on any issue referenced herein, and may not be used, cited or referred to in any arbitration, court or administrative proceeding, or negotiation except to enforce its terms.

4. The parties further understand and agree that no terms of the Agreement shall be retroactive, except only to the extent expressly provided therein.

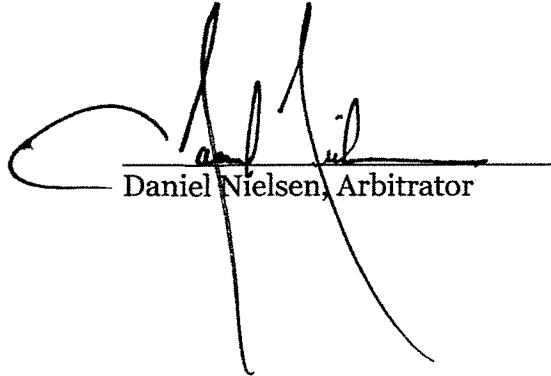
5. The Parties further agree that this MOA represents the entire agreement of the parties. All prior and contemporaneous negotiations, possible and alleged agreements, representations, covenants and warranties, between the Parties concerning the subject matter of this MOA are merged into this MOA.

6. This MOA may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the Parties hereto, notwithstanding that all of the Parties are not signatory to the same counterpart.

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The Arbitrator will retain the official record and jurisdiction over the dispute until the parties notify him that any issues related to the implementation of the interest arbitration award have been resolved.

Signed this 9th day of May, 2016:



Daniel Nielsen, Arbitrator