

**ILLINOIS LABOR RELATIONS BOARD
BEFORE THE INTEREST ARBITRATION PANEL
BRIAN E. REYNOLDS, NEUTRAL CHAIR**

**In the matter of the Interest Arbitration
between**

**COUNTY OF DeWITT AND
THE DeWITT COUNTY SHERIFF**

Employer

and

**ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

Union

ILRB Case Nos.:

S-MA-06-023 (Sworn Officers)

S-MA-06-024 (Telecommunications)

S-MA-06-025 (Corrections)

Hearing: January 15, 2007

Award: January 29, 2007

OPINION AND AWARD

APPEARANCES:

For the Union:

Richard V. Stewart, Attorney
IFOP Labor Council
974 Clock Tower Drive
Springfield, IL 62704

For the Employer:

Nick A. Cetwinski, Esq.
Attorney at Law
9032 Northfield Road
Woodridge, IL 60517

PANEL MEMBERS:

Union Delegate:

Thomas F. Sonneborn, General Counsel
IFOP Labor Council
5600 S. Wolf Road
Springfield, IL 60558

Employer Delegate:

Ed Young
County of DeWitt Finance Chairman
300 Broadview Drive
Farmer City, IL 61842

PROCEEDINGS

This is an interest arbitration under Section 14 of the Illinois Public Labor Relations Act (Act) to determine disputed terms of the successors to the collective bargaining

agreements (Agreements) between the County of DeWitt and the DeWitt County Sheriff (Employer) and the Illinois Fraternal Order of Police Labor Council (FOP or Union) for the following three bargaining units of the Employer's employees: Sworn Officers (Unit A), Telecommunications (Unit B), and Corrections (Unit C). The Agreements all had the expiration date of November 30, 2005.

The parties selected the undersigned to serve as the neutral chair of the arbitration panel and the Union and Employer, respectively, designated Thomas F. Sonneborn as Union Delegate and Ed Young as Employer Delegate. A hearing was held on January 15, 2007 at the Employer's offices in at which time the parties were afforded an opportunity to present testimony, exhibits, and other evidence relevant to the dispute. During the hearing, the parties submitted stipulations on all disputed issues, both orally and in Joint Exhibit #1. All issues except the ones contained in the following award have been withdrawn.

Now, having considered these stipulations and the factors contained in Section 14(h) of the Act, the undersigned make the following award:

AWARD

The Panel finds that the Agreements for the three units shall be amended to include the following:

- 1. Art. XII, Sec. 12.1 (Sick Leave): (ONLY for Telecommunications and Corrections Agreements)**

Insert New Language as follows:

Employees shall be allowed to accumulate unused sick leave and retain any such leave accumulated prior to the effective date of the Agreement. Such accrual shall be carried over annually and shall not be terminated at the end of each year up to a maximum of nine hundred and sixty (960) hours, with amounts over said amount being allowed to accumulate up to a maximum of nineteen hundred twenty (1,920) hours solely for the purposes of retirement under the provisions of the IMRF.

2. Art. XIII, Sec. 13.1 (Insurance): For all 3 Agreements:

Delete reference to "2005" within said provision addressing health insurance advisory committee meetings and leave the present dates of 'March 15th' and 'May 24th'.

3. Art XI, Sec. 11.2 (Vacation Use), Sec. 12.2 (Sick Leave Use) and Art. XII, Sec 12.5 (Personal Time): For all 3 Agreements

Provide that the benefit shall be used "in no less than two (2) hour increments which can be used in only hourly increments."

Therefore, the minimum use shall be in 2 hour increments and use in not less than in hourly increments (i.e.: min. use of 2 hours with additional use in hourly increments).

4. Art. VIII, Sec. 8.10 (Compensatory Time): ONLY in Telecommunications Agreement:

Change present "40" hours of compensatory time to that which presently exists in the Sworn Officers and Correctional Officers Labor Agreements: "60 hours".

5. Wage Schedule: For all 3 Agreements:

3 % increase to take effect December 1, 2005

3 % increase to take effect December 1, 2006

All employees that have terminated their employment since December 1, 2005 and thereafter, shall be eligible for their appropriate retro-pay to the date of their termination of employment. The above wage increase shall be fully-retroactive on all hours worked. Retroactive pay shall be paid, by separate check, by February 23, 2007.

6. Duration: For all 3 Agreements:

The Agreement shall be effective from December 1, 2005 to November 30, 2007.

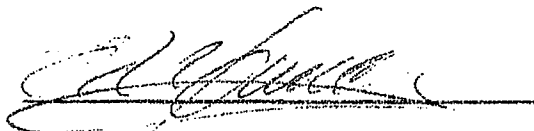
PANEL'S JURISDICTION

Pursuant to the parties' stipulation, the Panel shall retain jurisdiction of the dispute for a period of six months or until sooner notified that retention is no longer required.

ISSUED: January 29, 2007 at Springfield, Illinois



**Brian E. Reynolds,
Neutral Chair
Arbitration Panel**



**Ed Young
Employer Delegate
Arbitration Panel**



**Thomas F. Sonneborn
Union Delegate
Arbitration Panel**