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County of McLean/McLean County Sheriff :

-- and -- :

Illinois FOP Labor Council :

ILRB No. S-MA-13-099 :

AWARD

Before Matthew W. Finkin, Arbitrator.

AWARD

This matter was heard in Bloomington, Illinois, on June 16, 2014. The Employer was represented by Richard V. Stewart, Jr., Esq. The Union by James Daniels, Esq. Pursuant to 5 ILCS 315/14, the undersigned was designated the neutral chairman and was presented with the parties' final offers on contested economic issues. At the outset of the instant proceeding agreement was reached between the parties on some issues in dispute. Of the remaining issues, awarded below, the parties stipulated that whereas the contractual provisions awarded below did not reflect their preferred positions, they would be acceptable in terms of the total agreement and for the health of sound management-union relations.

The undersigned has conducted an independent review of the contested matter in light of the criteria set out in 5 ILCS 315/14(h) and of the parties' representations with respect to each. The undersigned has determined that the award set out below fully comports with these statutory provisions and is in the public interest. Accordingly, the Arbitrator finds and orders that the

contractual provisions appended below shall be adopted and incorporated in to the parties' collective bargaining agreement.



Matthew W. Finkin
Arbitrator

8 July 2014

Date

ARTICLE 17 – SAFETY AND DEFECTIVE EQUIPMENT

Section 1 – Safety

- a) **The Employer shall take reasonable Steps to protect employees during working hours in the performance of their duties.**
- b) **This Section shall in no way diminish the management rights as defined in Section 4 of the Illinois Public Labor Relations Act and/or Article 6 of this Agreement.**
- c) **No grievance regarding safety shall be filed without first having discussed and made a good-faith effort to resolve the issue(s) in labor management pursuant to Article 11 of this Agreement.**

Section 2 – Defective Equipment

No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected. When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle.

Restricted Duty for Pregnant Employees

If HB0008 does not become law, the parties agree to begin expedited negotiations within 30 days and conclude negotiations no later than 30 days after negotiations begin. Any impasse will be resolved pursuant to Article 14 of this Agreement.

Sick Leave Policy (to be added to § 21.5)

b) Abusive or Excessive Use of Sick Leave

Abusive or excessive use of sick leave creates legitimate ethical, economic, and safety related issues for employees of the MCSD. Excessive use of sick leave, as well as the use of sick leave in patterns, is not necessarily abusive use of sick leave by itself, but is a bench mark by which the review of sick leave is conducted to try to identify if abusive use of sick leave exists. Should evidence suggest that an employee has feigned an illness or injury, falsely reported themselves or family member ill or injured, deceived or attempted to deceive any official of the MCSD, or is excessively absent, management will take reasonable and appropriate action to remedy the problem, up to and including the imposition of discipline pursuant to the terms of this Agreement.

Wages

Correctional Officers

- Effective 1/1/13 – a \$500 equity increase to Steps 11 through 23 followed immediately by a 2.25% increase across the board
 - Effective 1/1/14 – 2.25% increase across the board
 - Effective 1/1/15 – 2.875% increase across the board

Control Operators

- Effective 1/1/13 – 2.25% increase across the board
- Effective 1/1/14 – 2.25% increase across the board
- Effective 1/1/15 – 2.875% increase across the board

Sergeants

- Effective 1/1/13 – 2.25% increase across the board
- Effective 1/1/14 – 2.25% increase across the board
- Effective 1/1/15 – 2.875% increase across the board

Benefit Time

Section 25.1 Purpose

(d) During the remainder of the calendar year during which employment under the TOPS Program begins, the employees must take a minimum average of ten (10) hours per month. A minimum of one hundred twenty (120) hours of TOPS must be taken each year after the first year of employment. **For employees with twenty-six (26) years of service, one hundred twenty-eight (128) hours must be taken off each year; for employees with twenty-seven (27) years of service, one hundred thirty-six (136) hours; for employees with twenty-eight (28) years of service, one hundred forty-four (144) hours; for employees with twenty-nine (29) years of service, one hundred fifty-two (152) hours; and for employees with thirty (30) years of service, one hundred sixty (160) hours.**

Failure to take the minimum hours off shall result in forfeiture of the excess hours (120 minus the hours actually taken off), unless such failure is due to the cancellation, denial or unavailability of hours scheduled off by the County.

RATE OF ACCRUAL OF TOPS HOURS

| | | |
|--|--------------|------------|
| 20 th and above through 25th Year | .1769 | 368 |
| 26th Year | .1808 | 376 |
| 27th Year | .1846 | 384 |
| 28th Year | .1885 | 392 |
| 29th Year | .1923 | 400 |

30th Year

.1962

408