

FEDERAL MEDIATION AND CONCILIATION SERVICE

In the Matter of the Interest Arbitration between:

FAYETTE COUNTY,

PUBLIC EMPLOYER

and

FMCS # 190521-07360

**ILLINOIS FRATERNAL ORDER
OF POLICE LABOR COUNCIL,**

EMPLOYEE ORGANIZATION

BEFORE: Michael S. Lazan, Esq.
Arbitrator

APPEARANCES

For the Union:

James Daniels, Esq.
Illinois Fraternal Order
of Police Labor Council
974 Clock Tower Drive
Springfield, IL 62704

For the Employer:

Richard Stewart, Esq.
Hesse Martone
1224 Center West Drive
Suite 200E
Springfield, IL 62704

INTEREST ARBITRATION DECISION and AWARD

This matter comes before the undersigned Arbitrator pursuant to a demand for interest arbitration filed by Illinois Fraternal Order of Police Labor Council (“FOP” or “Union”) and Fayette County, Illinois (“Fayette County” or “Employer”) with Federal Mediation and Conciliation Service. I was appointed to hear this matter on July 22, 2019. The parties agreed to a trial on the issues and set a date of October 29, 2019 for the hearing. On October 25, 2019, I was informed that the parties were attempting to enter into an agreement on the issues involved the case. On October 29, 2019, the parties and I conducted a conference call. The parties

indicated to me that they would be submitting a joint statement memorializing an agreement between the parties on the issues to be raised in the interest arbitration proceeding. The joint statement was submitted to this arbitrator on November 15, 2019. There was no hearing date and no witness testimony in this case. Both parties were afforded a full opportunity to examine and cross-examine witnesses, submit evidence, and present arguments in support of their respective positions.

THE FINAL OFFERS OF THE PARTIES

I. FIRST ISSUE: WAGES – APPENDIX A, B & C

EMPLOYER’S PROPOSAL:

Increase all hourly employee wages in Appendices A, B and C by the following amounts, retroactive for all hours in paid status, for all current members and all former members who retired after 11/30/17 but prior to the execution of the FY18-FY20 CBA:

FY18 – 2.00%

FY19 – 2.25%

FY20 – 2.50%

UNION’S PROPOSAL:

Increase all hourly employee wages in Appendices A, B and C by the following amounts, retroactive for all hours in paid status, for all current members and all former members who retired after 11/30/17 but prior to the execution of the FY18-FY20 CBA:

FY18 – 2.50%

FY19 – 2.50%

FY20 – 2.50%

RESULT: UNION’S PROPOSAL AWARDED

II. SECOND ISSUE – ARTICLE XXIV – INSURANCE AND PENSION [Section 24.1(b)]

EMPLOYER’S PROPOSAL:

Section 24.1 – Insurance

- (b) Effective December 1, 2019, the County shall pay ninety-five percent (95%) of the single coverage health insurance premium and the employee shall pay five (5%) percent of the single coverage health insurance premium. The absence of a maximum monthly contribution cap for employees shall not be establish a status quo precedent for either Party when they begin negotiations for a successor agreement in 2020. Dependent(s) premiums are the responsibility of the employee.

UNION’S PROPOSAL:

Section 24.1 – Insurance

- (b) Effective December 1, 2019, the County shall pay ninety-five percent (95%) of the single coverage health insurance premium and the employee shall pay five (5%) percent of the single coverage health insurance premium, with employee contributions capped at a maximum of \$45/month. Dependent(s) premiums are the responsibility of the employee.

RESULT: EMPLOYER’S PROPOSAL AWARDED

III. THIRD ISSUE – ARTICLE XXIV – INSURANCE AND PENSION [Section 24.1(c)]

EMPLOYER’S PROPOSAL:

Section 24.1 – Insurance

- (c) Each employee shall be responsible for the first one-thousand five-hundred dollars \$1,500.00 of the deductible and all applicable co-pays.

UNION’S PROPOSAL:

Section 24.1 – Insurance

- (c) Each employee shall be responsible for the first one-thousand five-hundred dollars \$1,500.00 of the deductible and all applicable co-pays. However, for the 2020 plan year (12/1/19 – 11/30/20), the deductible shall be \$1,000 (one thousand dollars).

RESULT: UNION’S PROPOSAL AWARDED

AWARD

The undersigned Arbitrator, having been designated in accordance with the collective bargaining agreement entered into by the above named parties, hereby issues and AWARDS as follows:

1. FIRST ISSUE: WAGES – APPENDIX A, B & C: the Union’s proposal is awarded; the agreement shall increase all hourly employee wages in Appendices A, B and C by the following amounts, retroactive for all hours in paid status, for all current members and all former members who retired after 11/30/17 but prior to the execution of the FY18-FY20 CBA: FY18 – 2.50%; FY19 – 2.50%; FY20 – 2.50%;

2. SECOND ISSUE – ARTICLE XXIV – INSURANCE AND PENSION [Section 24.1(b)]; the Employer’s proposal is awarded; Section 24.1(b) shall be written as follows: b) Effective December 1, 2019, the County shall pay ninety-five percent (95%) of the single coverage health insurance premium and the employee shall pay five (5%) percent of the single coverage health insurance premium. The absence of a maximum monthly contribution cap for employees shall not be establish a status quo precedent for either Party when they begin negotiations for a successor agreement in 2020. Dependent(s) premiums are the responsibility of the employee;

3. THIRD ISSUE – ARTICLE XXIV – INSURANCE AND PENSION [Section 24.1(c)]; the Union’s proposal is awarded: Section 24(c) shall be written as follows: c) Each employee shall be responsible for the first one-thousand five-hundred dollars (\$1,500.00) of the deductible and all applicable co-pays. However, for the 2020 plan year (12/1/19 – 11/30/20), the deductible shall be one thousand dollars (\$1000.00).

DATED: December 3, 2019

Michael Lazan
Arbitrator