

**IN THE MATTER OF ARBITRATION**

County of Cook and Sheriff of Cook County,)	Case No. GR-180810-MMVX
Joint Employers )	Case No. GR-181030-JPYX
)	
And )	Hearing Date: October 30, 2018
)	
Illinois FOP Labor Council )	Marvin Hill, Arbitrator
Union )	

**STIPULATED AWARD**

On October 30, 2018, the County of Cook and Sheriff of Cook County ("Employer") and the Illinois FOP Labor Council ("Union") met to hear the arbitrations of two grievances filed regarding the failure of the Employer to deduct dues from the paychecks of employees represented by the Union in two separate bargaining units.

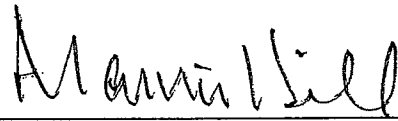
The Union was certified (on March 12, 2018) to replace MAP as the exclusive representative in a unit of Telecommunicators. The Union was certified (on March 19, 2018) to replace AFSCME as the exclusive representative in a unit of Police Officers. The Union timely submitted dues deduction forms to the Employer for the employees in these units, but the Employer failed to deduct dues, pursuant to the relevant collective bargaining agreements. The Union filed grievances contesting this failure and these cases were consolidated.

The Employer admits it has not deducted dues and has agreed it will begin to do so immediately based upon this Award and Order:

1. The Employer advises that commencing with the pay period ending on October 26, 2018, the Employer will deduct \$22.50 from the paychecks of Police Officers and \$15.64 from the paychecks of Telecommunicators who have signed a dues deduction form (See Appendix A hereto). These amounts do not reflect the uniform dues per pay period (\$19.85).
2. Commencing with the pay period ending on November 10, 2018 through the pay period ending October 5, 2019, the Employer will deduct \$31.30 from the employees listed in Appendix A.
3. Because the Union has the lawful right to determine the uniform amount of monthly dues and the right to change that amount, the Union reserves the right to notify the Employer of any increase and/or decrease in the amount of uniform dues owed. If a change should occur, the Union will follow the procedures in the collective bargaining agreements to notify the Employer of the change, which would affect the amount of the deductions listed in this Order.
4. Commencing with the pay period ending pay period ending October 19, 2019, the Employer will deduct the uniform amount of dues (currently \$19.85) from the employees in the bargaining units.
5. Any new employees hired after the date of this Order shall not be subject to paying dues over the uniform amount of dues (currently \$19.85).
6. If the Employer fails to deduct dues from the employees' paychecks for the pay period ending on October 26, 2018, the Employer will send the Union the full amount due and owed for that pay period (as if the dues and/or retro dues had been deducted), and will continue to do so, until such time as the proper dues are deducted.
7. The Arbitrator retains jurisdiction over these disputes in order to effectuate the implementation and administration of the Order, and to make adjustments if needed based upon change of circumstance.
8. The Employer and the Union will draft an agreed statement regarding the resolution of these disputes and distribute that statement, along with this

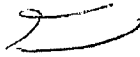
Award and Order, to the affected employees through the county email system.

9. The Union does not waive any rights it possesses in any other forum.



Marvin F. Hill, Jr., Arbitrator

October 30, 2018



# APPENDIX A