

Before
PETER R. MEYERS
Arbitrator

In the Matter of the Expedited
Arbitration between:

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

Union,
And

SHERIFF OF COOK COUNTY,

Employer.

Grievant: **Brian Staudt**

Case No.: **GR-190108-RXDF**

DECISION AND AWARD

Appearances on behalf of the Union

Gary Bailey—Attorney
Jennifer Sexton—Attorney

Appearances on behalf of the Employer

Peter Kramer—Special Counsel for Labor Affairs

This matter came to be heard before Arbitrator Peter R. Meyers on the 4th day of June 2019 at the offices of the Fraternal Order of Police located at 5600 South Wolf Road, Suite 120, Western Springs, Illinois. Mr. Gary Bailey presented on behalf of the Union, and Mr. Peter Kramer presented on behalf of the Employer.

The facts are not in dispute:

1. The Union represents a bargaining unit of Sheriff's Police Officers employed by the Cook County Sheriff and County of Cook.
2. The parties negotiated a collective bargaining agreement (referred hereinafter as "CBA") that is currently in effect, with expiration date of November 30, 2020 (Exhibit A).
3. Section 5.2 of the CBA provides in pertinent part:

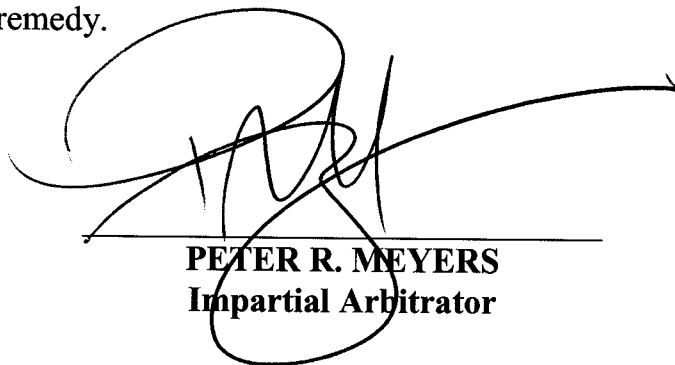
Employees covered by this Agreement shall be subject to STEP freezes starting December 1, 2018, and ending November 30, 2020.
4. Officer Brian Staudt is a Cook County Sheriff's Police Officer and covered by the CBA.
5. For purposes of the step pay system in the CBA, Officer Staudt's anniversary date is November 29 and he has received step increases commensurate with that anniversary date during his years of service as a Cook County Sheriff's Police Officer.
6. Officer Staudt was due to receive his step increase for twenty-five years of service on November 29, 2018, but has never received it.
7. On January 8, 2019, the Union timely served the Employer with Officer Staudt's grievance, seeking advancement of Officer Staudt to the twenty-five-year step and reimbursement for lost wages (Exhibit B).
8. The grievance was denied by the Employer at all steps and was timely advanced by the Union to arbitration.

9. The actual anniversary date controls regarding the step freeze, not the effective date.

Award

The grievance is sustained. Officer Staudt will be made whole by advancing him to the 10th Step (twenty-five years of service) in the CBA Wage Schedule and reimbursing him for lost wages as a result of the failure to advance him to the step in a timely manner.

This Arbitrator shall retain jurisdiction of this matter for a period of ninety days after the issuance of this Award to assist the parties in the resolution of any disputes that arise relating to the remedy.



PETER R. MEYERS
Impartial Arbitrator

**Dated this 5th day of June 2019 at
Chicago, Illinois.**