Agenda Item 5B
March 19, 2013
**Introduction**

# MEMORANDUM

March 15, 2013

TO: County Council

FROM: Robert H. Drummer, Senior Legislative Attorney

SUBJECT: **Introduction:** Bill 9-13, Collective Bargaining –Impasse – Arbitration Panel

Bill 9-13, Collective Bargaining – Impasse – Arbitration Panel, sponsored by Councilmember Andrews, is scheduled to be introduced on March 19. A public hearing will be scheduled at a later date.

Bill 9-13 would:

- establish an interest arbitration panel to resolve an impasse over a collective bargaining agreement; and
- require an impasse arbitration hearing to be open to the public.

## Background

Interest arbitration is a method of resolving disputes over the terms and conditions of a new collective bargaining agreement. Grievance arbitration is a method of resolving disputes over the interpretation or application of an existing collective bargaining contract. County Charter §510 requires the Council to enact a collective bargaining law for police officers that includes interest arbitration. Charter §510A requires the same for fire fighters. Charter §511 authorizes, but does not require, the Council to enact a collective bargaining law for other County employees that may include interest arbitration or other impasse procedures. All of these Charter provisions require any collective bargaining law enacted by the Council to prohibit strikes or work stoppages by County employees. The Council has enacted comprehensive collective bargaining laws with interest arbitration for police (Chapter 33, Article V), fire fighters (Chapter 33, Article X), and other County employees (Chapter 33, Article VII).

All 3 County collective bargaining laws require final offer by package arbitration requiring the arbitrator to select the entire final offer covering all disputed issues submitted by one of the parties. The arbitrator is a private sector labor professional jointly selected by the Executive and the union. There have been 20 impasses resolved by interest arbitration since 1983. Two involved fire fighters, 2 involved general County employees, and the other 16 involved the police. The arbitrator selected the final offer of the International Association of Fire Fighters (IAFF) in both impasses with the fire fighters and selected the County offer in 1 impasse with general County employees represented by the Municipal and County Government Employees Organization (MCGEO) and selected MCGEO's offer in the other. The arbitrator

selected the FOP offer in 12 of the 16 impasses with the police.[1] The arbitrator selected the County offer over the FOP offer 3 times,[2] and the County agreed to the FOP offer after the arbitration hearing 1 time.

One of the arguments often raised in challenges to interest arbitration laws is the lack of accountability to the public. Legislatures enacting interest arbitration laws have responded to this criticism in a variety of ways. The Oklahoma law authorizes a city council to call a special election and submit the 2 proposals to the voters for a final decision if the arbitrator selects the union's final package. The Oklahoma Supreme Court upheld this unusual provision in *FOP Lodge No. 165 v. City of Choctaw,* 933 P. 2d 261 (Okla. 1996). Some laws provide for political accountability in the method of choosing the arbitrator. The Colorado Supreme Court upheld an interest arbitration law, in part, because it required the city council to unilaterally select the list of arbitrators in *FOP Colorado Lodge No. 19 v. City of Commerce City,* 996 P. 2d 133 (Colo. 2000). Finally, many interest arbitration laws provide for accountability by adopting guidelines that the arbitrator must consider, require a written decision with findings of fact, and subject the decision to judicial review for abuse of discretion, fraud, or misconduct. See *Anchorage v. Anchorage Dep't of Employees Ass'n,* 839 P. 2d 1080 (Alaska 1992).

The Council enacted Expedited Bill 57-10 on December 14, 2010 modifying the criteria used by the arbitrator in resolving collective bargaining impasses with each County employee union. Bill 57-10 required the arbitrator to first evaluate and give the highest priority to the County's ability to pay for the last best offers of the union and the employer. The union prevailed in each of the 3 arbitration hearings held in 2011 after Bill 57-10 was enacted.

All 3 County collective bargaining laws require the appointment of a professional labor arbitrator mutually selected by the Executive and the union. Arbitrator fees are split evenly between the parties. Professional labor arbitrators must avoid the appearance of favoring one side or the other in order to continue to be selected for future business. It is especially important for a professional labor arbitrator to avoid a veto by a national union with affiliates representing public employees throughout the nation. The labor arbitrator is accountable to the parties, but not to the taxpayers.

The County collective bargaining laws require the labor professional jointly selected by the parties to serve as both mediator and arbitrator. This dual role has the advantage and disadvantage of granting the mediator/arbitrator greater authority during the mediation process. A party must seriously consider any statement about a weakness in a party's position made by a mediator who ultimately will resolve an impasse as the arbitrator. However, this dual role lessens the ability of a mediator to get the parties to speak freely during private sessions with the mediator. Traditional mediation promotes the free flow of ideas between the parties, in part, because the mediator has no authority to impose a resolution. A major advantage of the dual role is that the mediator/arbitrator can issue a quicker decision because he or she is already familiar with the issues at impasse. This speed is useful due to the compressed schedule for bargaining, impasse resolution, and budget decisions. However, a mediator with no actual authority to impose a resolution on either party is in a better position to help the parties negotiate a settlement.

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[1] A table showing the issues decided in each of the 20 arbitration awards since 1988 is attached.

[2] The FOP appealed 2 of the 3 decisions in favor of the County to the Circuit Court. The Circuit Court reversed a portion of the arbitrator's award in 2003 and affirmed the arbitrator's award for the County in 2008.

Bill 9-13 would separate the role of mediator and arbitrator. The Bill would also establish an arbitration panel consisting of 3 voting neutral public members, 1 non-voting union representative, and 1 non-voting employer representative. The non-voting members would be selected by the parties to the dispute. The Council would recommend 3 public members and 2 alternate public members. The Executive would appoint, subject to Council confirmation, each of the 5 public members to a three-year term. Each public member must be a County resident knowledgeable in fiscal matters who is currently unaffiliated with federal, state, or local management or labor unions. A majority of the 3 public members on the arbitration panel must vote for a decision resolving an impasse. The arbitration decision would be binding on the Executive and the union. Those provisions in the final agreement that require an appropriation of funds or legislation would continue to be subject to Council approval.


| This packet contains: | Circle # |
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Bill No. 9-13
Concerning: Collective Bargaining – Impasse – Arbitration Panel
Revised: March 14, 2013 Draft No. 4
Introduced: March 19, 2013
Expires: September 19, 2014
Enacted: _____
Executive: _____
Effective: _____
Sunset Date: None
Ch. _____, Laws of Mont. Co. _____

# COUNTY COUNCIL
# FOR MONTGOMERY COUNTY, MARYLAND

By: Councilmember Andrews

**AN ACT** to:

(1) establish an interest arbitration panel to resolve an impasse over a collective bargaining agreement;
(2) require an impasse arbitration hearing to be open to the public; and
(3) generally amend County collective bargaining laws.

By amending
Montgomery County Code
Chapter 33, Personnel and Human Resources
Sections 33-81, 33-108, and 33-153
By adding
Montgomery County Code
Chapter 33, Personnel and Human Resources
Section 33-103A

| | |
|---|---|
| **Boldface** | *Heading or defined term.* |
| Underlining | *Added to existing law by original bill.* |
| [Single boldface brackets] | *Deleted from existing law by original bill.* |
| Double underlining | *Added by amendment.* |
| [[Double boldface brackets]] | *Deleted from existing law or the bill by amendment.* |
| * * * | *Existing law unaffected by bill.* |

*The County Council for Montgomery County, Maryland approves the following Act:*

**Sec. 1. Sections 33-81, 33-108, and 33-153 are amended as follows:**

**33-81. Impasse procedure.**

* * *

(b) (1) During the course of collective bargaining, either party may declare an impasse and request the services of the impasse neutral. If the parties have not reached agreement by January 20, an impasse exists.

(2) Whenever an impasse has been reached, the dispute [shall] must be submitted to the impasse neutral. The impasse neutral [shall] must attempt to settle the dispute through mediation [by bringing] with the parties [together voluntarily under such favorable auspices as will tend to effectuate the settlement of the dispute].

(3) If the impasse neutral, in the impasse neutral's sole discretion, finds that the parties are at a bona fide impasse, the impasse neutral must certify the impasse for arbitration before an arbitration panel established under Section 33-103A. The arbitration panel must require each party to submit a final offer, which must consist either of a complete draft of a proposed collective bargaining agreement or a complete package proposal, as the [impasse neutral] arbitration panel chooses. If only complete package proposals are required, the [impasse neutral] arbitration panel must require the parties to submit jointly a memorandum of all items previously agreed upon.

(4) The [impasse neutral] arbitration panel may, in the [impasse neutral's] arbitration panel's discretion, require the parties to submit evidence or make oral or written argument in support of their proposals. The [impasse neutral may] arbitration panel must hold a hearing open to the public for this purpose at a time, date

29 and place selected by the [impasse neutral] arbitration panel.
30 [Said hearing must not be open to the public.]
31 (5) On or before February 1, the [impasse neutral] arbitration panel
32 must select, as a whole, the more reasonable, in the [impasse
33 neutral's] arbitration panel's judgment, of the final offers
34 submitted by the parties.
35 (A) The [impasse neutral] arbitration panel must first evaluate
36 and give the highest priority to the ability of the County to
37 pay for additional short-term and long-term expenditures
38 by considering:
39 (i) the limits on the County's ability to raise taxes
40 under State law and the County Charter;
41 (ii) the added burden on County taxpayers, if any,
42 resulting from increases in revenues needed to fund
43 a final offer; and
44 (iii) the County's ability to continue to provide the
45 current standard of all public services.
46 (B) After evaluating the ability of the County to pay under
47 subparagraph (A), the [impasse neutral] arbitration panel
48 may only consider:
49 (i) the interest and welfare of County taxpayers and
50 service recipients;
51 (ii) past collective bargaining contracts between the
52 parties, including the bargaining history that led to
53 each contract;
54 (iii) a comparison of wages, hours, benefits, and
55 conditions of employment of similar employees of

56 other public employers in the Washington
57 Metropolitan Area and in Maryland;
58 (iv) a comparison of wages, hours, benefits, and
59 conditions of employment of other [Montgomery]
60 County employees; and
61 (v) wages, benefits, hours and other working conditions
62 of similar employees of private employers in
63 [Montgomery] the County
64 (6) The [impasse neutral] arbitration panel must:
65 (A) not compromise or alter the final offer that [he or she
66 selects] it selects;
67 (B) select an offer based on the contents of that offer;
68 (C) not consider or receive any evidence or argument
69 concerning the history of collective bargaining in this
70 immediate dispute, including offers of settlement not
71 contained in the offers submitted to the [impasse neutral]
72 arbitration panel; and
73 (D) consider all previously agreed on items integrated with the
74 specific disputed items to determine the single most
75 reasonable offer.
76 (7) The offer selected by the [impasse neutral] arbitration panel,
77 integrated with the previously agreed upon items, [shall] must be
78 [deemed to represent] the final agreement between the employer
79 and the certified representative, without the necessity of
80 ratification by the parties, and [shall have] has the force and
81 effect of a contract voluntarily entered into and ratified [as set
82 forth in] under subsection 33-80(g) [above]. The parties [shall]
83 must execute [such] the final agreement.

84 (c) An impasse over a reopener matter must be resolved under the
85 procedures in this subsection. Any other impasse over a matter subject
86 to collective bargaining must be resolved under the impasse procedure
87 in subsections (a) and (b).
88 (1) If the parties agree in a collective bargaining agreement to
89 bargain over an identified issue on or before a specified date, the
90 parties must bargain under those terms. Each identified issue
91 must be designated as a "reopener matter."
92 (2) When the parties initiate collective bargaining under paragraph
93 (1), the parties must choose, by agreement or through the
94 processes of the American Arbitration Association, an impasse
95 neutral who agrees to be available for impasse resolution within
96 30 days.
97 (3) If, after bargaining in good faith, the parties are unable to reach
98 agreement on a reopener matter by the deadline specified in the
99 collective bargaining agreement, either party may declare an
100 impasse.
101 (4) If an impasse is declared under paragraph (3), the dispute must be
102 submitted to the impasse neutral <u>for mediation</u> no later than 10
103 days after impasse is declared. <u>If the impasse neutral certifies</u>
104 <u>that an impasse exists after mediation, the dispute must be</u>
105 <u>resolved by an arbitration panel established under Section 33-</u>
106 <u>103A.</u>
107 (5) The [impasse neutral] <u>arbitration panel</u> must resolve the dispute
108 under the impasse procedure in subsection (b), except that:
109 (A) the dates in that subsection do not apply;
110 (B) each party must submit to the [impasse neutral] <u>arbitration</u>
111 <u>panel</u> a final offer on only the reopener matter; and

112 (C) the [impasse neutral] arbitration panel must select the most
113 reasonable of the parties' final offers no later than 10 days
114 after the [impasse neutral] arbitration panel receives the
115 final offers.
116 * * *
117 **33-108. Bargaining, impasse, and legislative procedures.**
118 * * *
119 (d) Before September 10 of any year in which the employer and the
120 certified representative bargain collectively, the Labor Relations
121 Administrator must appoint a [mediator/arbitrator] mediator, who may
122 be a person recommended by both parties. The [mediator/arbitrator]
123 mediator must be available from January 2 to June 30. Fees and
124 expenses of the [mediator/arbitrator] mediator must be shared equally
125 by the employer and the certified representative.
126 (e) (1) During the course of collective bargaining, either party may
127 declare an impasse and request the services of the
128 [mediator/arbitrator] mediator, or the parties may jointly request
129 those services before an impasse is declared. If the parties do not
130 reach an agreement by February 1, an impasse exists. Any issue
131 regarding the negotiability of any bargaining proposal must be
132 referred to the Labor Relations Administrator for an expedited
133 determination.
134 (2) Any dispute, except a dispute involving the negotiability of a
135 bargaining proposal, must be submitted to the
136 [mediator/arbitrator] mediator whenever an impasse has been
137 reached, or as provided in subsection (e)(1). The
138 [mediator/arbitrator] mediator must attempt to resolve the
139 impasse by [engage in] mediation [by bringing the parties

140 together voluntarily under such favorable circumstances as will
141 encourage settlement of the dispute].
142 (3) If the [mediator/arbitrator] mediator finds, in the
143 [mediator/arbitrator's] mediator's sole discretion, that the parties
144 are at a bona fide impasse, or as of February 1 when an impasse
145 is automatically reached, whichever occurs earlier, the dispute
146 must be submitted to binding arbitration before an arbitration
147 panel established under Section 33-103A.
148 (f) (1) If binding arbitration is invoked, the [mediator/arbitrator]
149 arbitration panel must require each party to submit a final offer,
150 which must consist either of a complete draft of a proposed
151 collective bargaining agreement or a complete package proposal,
152 as the [mediator/arbitrator] arbitration panel directs. If only
153 complete package proposals are required, the
154 [mediator/arbitrator] arbitration panel must require the parties to
155 submit jointly a memorandum of all items previously agreed on.
156 (2) The [mediator/arbitrator] arbitration panel may require the parties
157 to submit oral or written evidence and arguments in support of
158 their proposals. The [mediator/arbitrator may] arbitration panel
159 must hold a hearing open to the public for this purpose at a time,
160 date, and place selected by the [mediator/arbitrator] arbitration
161 panel. [This hearing must not be open to the public.]
162 (3) On or before February 15, the [mediator/arbitrator] arbitration
163 panel must select, as a whole, the more reasonable of the final
164 offers submitted by the parties. The [mediator/arbitrator]
165 arbitration panel must not compromise or alter a final offer. The
166 [mediator/arbitrator] arbitration panel must not consider or
167 receive any argument or evidence related to the history of

168 collective bargaining in the immediate dispute, including any
169 previous settlement offer not contained in the final offers.
170 However, the [mediator/arbitrator] arbitration panel must
171 consider all previously agreed-on items, integrated with the
172 disputed items, to decide which offer is the most reasonable.
173 (4) In making a determination under this subsection, the
174 [mediator/arbitrator] arbitration panel must first evaluate and give
175 the highest priority to the ability of the County to pay for
176 additional short-term and long-term expenditures by considering:
177 (A) the limits on the County's ability to raise taxes under State
178 law and the County Charter;
179 (B) the added burden on County taxpayers, if any, resulting
180 from increases in revenues needed to fund a final offer;
181 and
182 (C) the County's ability to continue to provide the current
183 standard of all public services.
184 (5) After evaluating the ability of the County to pay under paragraph
185 (4), the [mediator/arbitrator] arbitration panel may only consider:
186 (A) the interest and welfare of County taxpayers and service
187 recipients;
188 (B) past collective bargaining agreements between the parties,
189 including the past bargaining history that led to each
190 agreement;
191 (C) a comparison of wages, hours, benefits, and conditions of
192 employment of similar employees of other public
193 employers in the Washington Metropolitan Area and in
194 Maryland;

195 (D) a comparison of wages, hours, benefits, and conditions of
196 employment of other [Montgomery] County employees;
197 and
198 (E) wages, benefits, hours, and other working conditions of
199 similar employees of private employers in [Montgomery]
200 the County.
201 (6) The offer selected by the [mediator/arbitrator] arbitration panel,
202 integrated with all previously agreed on items, is the final
203 agreement between the employer and the certified representative,
204 need not be ratified by any party, and has the effect of a contract
205 ratified by the parties under subsection (c). The parties must
206 execute the agreement, and any provision which requires action
207 in the County budget must be included in the budget which the
208 employer submits to the County Council.
209 * * *
210 **33-153. Bargaining, impasse, and legislative procedures.**
211 * * *
212 (f) When an impasse is reached, the parties must submit the dispute to the
213 impasse neutral. The impasse neutral must attempt to resolve the
214 dispute by mediation [by bringing the parties together voluntarily
215 under conditions that will tend to bring about a settlement of the
216 dispute].
217 (g) If the impasse neutral, in the impasse neutral's sole discretion, finds
218 that the parties are at a bona fide impasse, the impasse neutral must
219 refer the dispute to an arbitration panel established under Section 33-
220 103A. The arbitration panel must require the parties to jointly submit
221 all items previously agreed on, and each party to submit a final offer
222 consisting of proposals not agreed upon. Neither party may change

223 any proposal after it is submitted to the [impasse neutral] arbitration
224 panel as a final offer, except to withdraw a proposal on which the
225 parties have agreed.
226 (h) The [impasse neutral] arbitration panel may require the parties to
227 submit evidence or present oral or written arguments in support of
228 their proposals. The [impasse neutral may] arbitration panel must hold
229 a hearing open to the public at a time, date, and place selected by the
230 [impasse neutral] arbitration panel. [The hearing must not be open to
231 the public.]
232 (i) On or before February 1, unless that date is extended by written
233 agreement of the parties, the [impasse neutral] arbitration panel must
234 select the final offer that, as a whole, the [impasse neutral] arbitration
235 panel judges to be the more reasonable.
236 (1) In determining which final offer is the more reasonable, the
237 [impasse neutral] arbitration panel must first evaluate and give
238 the highest priority to the ability of the County to pay for
239 additional short-term and long-term expenditures by
240 considering:
241 (A) the limits on the County's ability to raise taxes under
242 State law and the County Charter;
243 (B) the added burden on County taxpayers, if any, resulting
244 from increases in revenues needed to fund a final offer;
245 and
246 (C) the County's ability to continue to provide the current
247 standard of all public services.
248 (2) After evaluating the ability of the County to pay under
249 paragraph (1), the [impasse neutral] arbitration panel may only
250 consider:

251 (A) the interest and welfare of County taxpayers and service
252 recipients;
253 (B) past collective bargaining agreements between the
254 parties, including the past bargaining history that led to
255 each agreement;
256 (C) wages, hours, benefits and conditions of employment of
257 similar employees of other public employers in the
258 Washington Metropolitan Area and in Maryland;
259 (D) wages, hours, benefits, and conditions of employment of
260 other [Montgomery] County employees; and
261 (E) wages, benefits, hours, and other working conditions of
262 similar employees of private employers in [Montgomery]
263 the County.
264 (j) The [impasse neutral] arbitration panel must base the selection of the
265 most reasonable offer on the contents of the offer and the integration
266 of any previously agreed-on items with the disputed items. In making
267 a decision, the [impasse neutral] arbitration panel must not consider
268 or receive any evidence or argument concerning offers of settlement
269 not contained in the offers submitted to the [impasse neutral]
270 arbitration panel, or any other information concerning the collective
271 bargaining leading to impasse. The [impasse neutral] arbitration panel
272 must neither compromise nor alter the final offer that [he or she] it
273 selects.
274 (k) The final offer selected by the [impasse neutral] arbitration panel,
275 integrated with any items previously agreed on, is the final agreement
276 between the parties, need not be ratified by any party, and has the
277 force and effect of an agreement voluntarily entered into and ratified
278 under subsection (c). The parties must execute that agreement.

279 (l) In each proposed annual operating budget, the County Executive must
280 describe any collective bargaining agreement or amendment to an
281 agreement that is scheduled to take effect in the next fiscal year and
282 estimate the cost of implementing that agreement. The annual
283 operating budget must include sufficient funds to pay for the items in
284 the parties' final agreement. The employer must expressly identify to
285 the Council by April 1, unless extenuating circumstances require a
286 later date, all terms and conditions in the agreement that:
287 (1) require an appropriation of funds;[, or]
288 (2) are inconsistent with any County law or regulation;[, or]
289 (3) require the enactment or adoption of any County law or
290 regulation;[,] or
291 (4) which have or may have a present or future fiscal impact.
292 If a later submission is necessary, the employer must specify the
293 submission date and the reasons for delay to the Council President by
294 April 1. The employer must make a good faith effort to have the
295 Council take action to implement all terms and conditions in the
296 parties' final agreement.
297 * * *
298 **Sec. 2. Section 33-103A is added as follows:**
299 **33-103A. Arbitration Panel.**
300 (a) *Purpose.* An arbitration panel may conduct a hearing and resolve an
301 impasse in collective bargaining between a certified employee
302 representative and the employer under Sections 33-81, 33-108, and 33-
303 153.
304 (b) *Public members.* The Executive must appoint, subject to Council
305 confirmation, 3 neutral public arbitration panel members recommended
306 by the Council and 2 neutral public alternate members recommended by

307 the Council for staggered 3-year terms. The Executive must designate
308 one of the public members to serve as Chair and one as Vice-Chair.
309 To implement the staggered terms, the Executive must appoint the Chair
310 and the Vice-Chair to a 3-year term, the third public member to a one-
311 year term, and the two alternate public members to a 2-year term. After
312 these initial appointments, the Executive must appoint each public
313 member to a 3-year term, except any public member appointed to fill a
314 vacancy. If a vacancy is created by a public member's death, disability,
315 resignation, non-performance of duty, or other cause, the Executive
316 must appoint, subject to Council confirmation, a public member
317 recommended by the Council to complete the member's term. Each
318 public member must be:
319 (1) a resident of the County;
320 (2) knowledgeable in fiscal matters; and
321 (3) currently unaffiliated with federal, state or local government
322 management or a labor union that represents federal, state or local
323 government employees.
324 Each public member must file a limited public financial disclosure
325 statement under Section 19A-17(a)(6).
326 (c) *Composition.* An arbitration panel contains 3 voting members and 2
327 non-voting members. In addition to the 3 voting public members
328 appointed by the Executive, one non-voting member must be selected
329 by the certified employee representative involved in the impasse and
330 one non-voting member must be selected by the employer. If a public
331 member is unavailable to serve on a panel, the Chair of the Panel must
332 designate an alternate public member to the panel on a rotating basis.

333 (d) *Term.* An arbitration panel selected under subsection (c) serves until the
334 Council takes final action on the collective bargaining agreement at
335 impasse.
336 (e) *Compensation.* Each arbitration panel member must serve without
337 compensation from any source for service rendered as a panel member,
338 except that an active employee member may receive administrative
339 leave to serve on a panel. The County must reimburse each panel
340 member for any expense required to serve on a panel. A panel member
341 must not receive reimbursement for expenses from any other source.
342 (f) *Procedure.* The Chair must preside at any hearing. If the Chair is
343 unavailable for a panel, the Vice-Chair must preside. If both the Chair
344 and the Vice-Chair are unavailable, the 3 public members must select a
345 Chair. A majority of the 3 public members must vote for a decision
346 resolving an impasse.
347 *Approved:*

348

Nancy Navarro, President, County Council Date

349 *Approved:*

350

Isiah Leggett, County Executive Date

351 *This is a correct copy of Council action.*

352

Linda M. Lauer, Clerk of the Council Date

# LEGISLATIVE REQUEST REPORT

Bill 9-13
*Collective Bargaining –Impasse – Arbitration Panel*

| | |
|---|---|
| **DESCRIPTION:** | Bill 9-13 would establish an interest arbitration panel to resolve an impasse, require an impasse arbitration hearing to be open to the public, and generally amend County collective bargaining laws. |
| **PROBLEM:** | The current system of permitting the parties to jointly select a private labor arbitrator to serve as both a mediator and arbitrator does not provide sufficient accountability to the County taxpayers. |
| **GOALS AND OBJECTIVES:** | To increase the public accountability of the interest arbitration system. |
| **COORDINATION:** | Human Resources, County Attorney |
| **FISCAL IMPACT:** | To be requested. |
| **ECONOMIC IMPACT:** | To be requested. |
| **EVALUATION:** | To be requested. |
| **EXPERIENCE ELSEWHERE:** | To be researched. |
| **SOURCE OF INFORMATION:** | Robert H. Drummer, 240-777-7895 |
| **APPLICATION WITHIN MUNICIPALITIES:** | Not applicable. |
| **PENALTIES:** | None. |

**Interest Arbitration Decisions Since 1988**

| # | Date | Union | Arbitrator | Issues | Award |
|---|---|---|---|---|---|
| 1 | 2/19/1988 | FOP | Fishgold | 1. Indemnification of County for dues checkoff.<br>2. 1 day of leave for occupational stress.<br>3. County - narrow non-discrimination clause.<br>4. FOP - add traffic officers to PPV program.<br>5. FOP – reopener for disability retirement.<br>6. Differential pay for specialized officers.<br>7. Clothing allowance.<br>8. Shift differential pay.<br>9. COLA (5.5% v. 3%) | FOP |
| 2 | 2/25/1991 | FOP | Bloch | 1. Maintenance of standards provision.<br>2. Alcohol/drug policy.<br>3. COLA (6.2% v. 0%)<br>4. Retirement Incentive Program (RIP) | County |
| 3 | 2/12/1992 | FOP | Kennelly | 1. FOP – add 1 additional step<br>2. COLA (me-too up to 2% v. 0%) | FOP |
| 4 | 2/19/1992 | FOP | Bloch | 1. Furlough procedures.<br>2. FOP - 4 days of compensatory leave for furlough.<br>3. Reduce pay, 32 hours of annual leave to be used in 2 years. | FOP |
| 5 | 2/23/1993 | FOP | Porter | 1. COLA (3% v. 1.5%)<br>2. FOP - RIP.<br>3. Increase clothing allowance.<br>4. Increase pay differential. | FOP |
| 6 | 3/23/1994 | FOP | Bloch | 1. Health insurance policy.<br>2. COLA (2.7% v. 2.5%).<br>3. Disability leave – donations of sick leave. | FOP |
| 7 | 4/25/1994 | FOP | Fasser | 1. Eligibility for RIP enacted by Council. | FOP |
| 8 | 2/14/1995 | FOP | S. Strongin | 1. COLA (2.9% v. 1.5%).<br>2. Partial SCDR (66 2/3% v. variable). | FOP |
| 9 | 6/12/1998 | FOP | Oldham | 1. FOP – change disability procedures.<br>2. FOP – County option - DROP.<br>3. FOP – increase COLA for retirees.<br>4. FOP – increase multiplier for over 65.<br>5. FOP – increase employee retirement contribution. | FOP |

| | | | | | |
|---|---|---|---|---|---|
| 10 | 2/26/2001 | FOP | S. Strongin | 1. COLA ($2800 + $600 v. $2500).<br>2. FOP - shift differential re-opener. | FOP |
| 11 | 2/24/2003 | FOP | Sharnoff | 1. FOP – 1 additional personal leave day.<br>2. FOP – compressed schedule for special assignment.<br>3. FOP – increase PPV for canine officers.<br>4. COLA (3.5% v. 2%).<br>5. Selection of attorneys for criminal offense.<br>6. County – single issue arbitration for changes to directives. | County[1] |
| 12 | 3/19/2004 | IAFF | La Rue | 1. IAFF – Increase the multiplier for calculating pension for integrated plan after reaching Social Security age. | IAFF |
| 13 | 3/15/2007 | FOP | Bloch | 1. FOP - Police Hearing Board decision to bind Chief on discipline. | FOP |
| 14 | 11/29/2007 | FOP | Bloch | County agreed to FOP offer. | Settled |
| 15 | 5/8/2008 | FOP | Bloch | 1. Implementation of mobile video system. | County[2] |
| 16 | 3/2010 | FOP | Fishgold | 1. FY11 service and longevity increments (3.5% v. 0%).<br>2. Reinstitute tuition assistance for FY11. | FOP[3] |
| 17 | 3/22/2010 | MCGEO | Vaughn | 1. RIF procedures and limits.<br>2. RIP savings to reduce RIFs in bargaining unit. | County |
| 18 | 2/01/2011 | IAFF | Vaughn | 1. Health, prescription drug, dental, vision, life, and disability insurance premium splits.<br>2. Prescription drug and life insurance benefits.<br>3. Employee retirement contributions.<br>4. Critical Incident Stress Management Team, Out of class work, Compensatory time | IAFF |
| 19 | 2/18/2011 | FOP | Barrett | 1. Service increment – (3.5% v. 0%)<br>2. Health, prescription drug, dental, vision, life, and disability insurance premium splits.<br>3. Prescription drug and life insurance benefits.<br>4. Employee retirement contributions.<br>5. Tuition Assistance | FOP |

[1] The FOP appealed decision and Circuit Court held that item 6 was invalid under Police Collective Bargaining Law.
[2] The FOP appealed the decision and Circuit Court upheld the arbitrator's decision.
[3] The Council rejected the arbitrator's award.

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| 20 | 3/28/2011 | MCGEO | La Rue | 1. Health, prescription drug, dental, vision, life, and disability insurance premium splits.<br>2. Prescription drug and life insurance benefits.<br>3. Employee retirement contributions.<br>4. Multi-lingual pay, court time, attendance incentive, and classification studies | MCGEO |