

**NOTICE:** This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

FIRST DIVISION  
September 30, 2014

No. 1-13-2815  
2014 IL App (1st) 132815-U

---

IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST JUDICIAL DISTRICT

---

INTERNATIONAL BROTHERHOOD OF	)	
TEAMSTERS LOCAL 700,	)	
	)	
	)	Appeal from the
Plaintiff-Appellant,	)	Circuit Court of
	)	Cook County.
	)	
v.	)	
	)	No. 13 CH 07707
FOREST PRESERVE DISTRICT OF	)	
COOK COUNTY,	)	Honorable
	)	Thomas R. Allen,
	)	Judge Presiding.
Defendant-Appellee.	)	

---

JUSTICE CONNORS delivered the judgment of the court.  
Presiding Justice Delort and Justice Cunningham concurred with the judgment.

**ORDER**

*Held:* The circuit court properly upheld the arbitrator's finding that the parties had negotiated for and agreed upon a 1% wage increase, and not a 10% wage increase.

¶ 1 This appeal stems from an order by the circuit court denying the petition of plaintiff International Brotherhood of Teamsters, Local 700 (the Union), to vacate an arbitrator's award in favor of defendant Forest Preserve District of Cook County (the District). The Union and the District negotiated for a successor collective bargaining agreement (CBA) and then submitted the

CBA to their respective governing bodies for approval. A disagreement ensued between the parties concerning one of the CBA's provisions that called for a 10% salary increase. The District took the position that the parties had agreed to a 1% salary increase rather than a 10% salary increase, and that the 10% increase was a clerical error. The Union maintained that the parties had agreed to a 10% salary increase, and that it was not made in error. The parties submitted the question to binding arbitration, and the arbitrator found that the parties had negotiated for, and agreed upon, a 1% salary increase. The circuit court confirmed the arbitrator's award and the Union now appeals, asserting that the arbitrator exceeded his authority and violated public policy when making his ruling. For the following reasons, we affirm the judgment of the circuit court denying the Union's petition to vacate the arbitrator's ruling.

¶ 2

#### I. BACKGROUND

¶ 3 The Union is a "labor organization" pursuant to the Illinois Public Labor Relations Act (Act) (5 ILCS 315/3 (West 2010)), and the District is a "public employer" pursuant to the Act. The parties were previously bound by a CBA from January 1, 2005, through December 21, 2008. Beginning in 2009, the District and the Union negotiated a successor CBA. The parties concluded their negotiations on February 24, 2012. The successor CBA was to cover the period of January 1, 2009, through December 31, 2012 (2012 CBA). On March 2, 2012, the Union members voted to ratify the 2012 CBA. Later that month, a dispute arose between the parties regarding the salary step schedule. The Union argued that the parties agreed that the first longevity step increase would be a 10% salary increase, and the District argued that the first longevity step increase would be a 1% salary increase. The parties submitted the issue to an independent arbitrator for binding arbitration. The District and the Union selected an arbitrator

to hear and render a binding decision on their dispute regarding the salary step schedule. A hearing was held in the matter on November 20, 2012.

¶ 4 At the hearing, the arbitrator noted that there was a tentative agreement on the following issue: "Did the employer fail to implement the salary schedule from the current Collective Bargaining Agreement? If not, what is the remedy?" Both parties agreed that was the issue.

¶ 5 Several witnesses testified for the District, stating that the two parties had agreed on a 1% increase between steps five and six of the collective bargaining agreement, and that the wage scale that was tendered during a February 24, 2012, meeting indicating a 10% increase was a clerical error. Specifically, Dennis White, an employee of the District, testified that he received an email from the CFO of the District dated February 15, 2012, stating that he ran the numbers and thought there was a "typo or two" in the spreadsheet and that "the bottom line is it is either a 1.3 million annual hit or a 2.6 million hit annually, depending on what their real calculations was [sic] supposed to be." The email went on to say that "at one point, they do some math with a 10 percent annual increase when I'm assuming they meant to use 1 percent." White testified that after February 15, 2012, he knew that there was a typo on the document in question, and that it was discussed at the February 24, 2012 meeting, where everyone agreed that there was a typo and that the first step should have been 1% instead of 10%. White testified that there was a "1 percent mark" handwritten on the top of the wage scale sheet "pointing down to the Step 5, longevity." White testified that after the handwritten changes had been made, the document was signed.

¶ 6 White further confirmed that he received an email from the CFO of the District on February 27, 2012, where the CFO asked the following question: "Dennis to clarify Steps 2

through 5, .5 percent and Steps 6 through 9, 1 percent; correct?" To which White responded, "Yes."

¶ 7 Mark Thomas, the CFO for the District, testified that in his conversations with White, it was his understanding that the salary scale was to have a .5% increase for the short steps and a 1% increase for the long steps. Thomas testified that he and his staff were instructed to see what the fiscal impact would be if the proposed wage rate was implemented. They put the numbers in a spreadsheet and did the math based on the numbers given. Thomas testified that at some point he discovered an error and emailed White, stating that there was a typo in the steps and that at some point, instead of a 1% increase, the rates that were provided had a 10% increase. Thomas further testified that just looking at its face, the original proposal jumped out as an anomaly "from any other seniority or wage step I have ever seen \*\*\* across Forest Preserve District wage rates or City of Chicago wage rates or Cook County wage rates."

¶ 8 Keino Robinson, the senior attorney with the District, testified that he was a part of the collective bargaining agreement since negotiations started in 2009. Robinson testified that at the February 17, 2012 meeting, Barbara Cormett, the secretary and treasurer of the Union, presented the Union's proposal for wage increases. Robinson testified that Cormett discussed .5% increases and 1% increases. Robinson then testified that a spreadsheet from the Union representing the cost of the proposal from the Union was discussed at the next meeting, and both sides agreed that the column marked "10%" was incorrect and that it should have been a 1% increase instead, which is why 1% was handwritten on the chart. Robinson testified that "[f]rom 2009 to 2012 throughout all our negotiations, even with our County pattern wage proposal, the phrase 10 percent was never ever used, ever."

¶ 9 Witnesses for the Union claimed they never received a clean copy of the wage scale, and only ever received a copy of the wage scale that indicated a 10% increase instead of a 1% increase. The Union witnesses maintained that during the meeting on February 24, 2012, the parties agreed to the salary schedule that reflected a 10% increase between steps five and six and that the Union ratified that agreement.

¶ 10 After the hearing, the arbitrator issued a decision. He stated that this was "not an interest arbitration where the Arbitrator can impose one side's position or the other. This case would fall on whether or not there was a deal. That deal requires a 'meeting of the minds.' The question here is – Did the parties have a meeting of minds on the 10% or the 1% version?"

¶ 11 The arbitrator found, after a complete review of the record, that the 10% increase was an "unintentional error." He further stated that the District did not intend to lead the members of the Union, and that it was understandable why the bargaining members would rather have a 10% step than a 1% step, "but clearly here there was no meeting of the minds." The arbitrator further found that "there was no agreement on the 10% step and that the appropriate intent was to have a 1% step in that column of the spreadsheet."

¶ 12 The Union brought an action in the circuit court to vacate the arbitrator's award. The circuit court affirmed the arbitrator's award and the Union now appeals.

¶ 13 **II. ANALYSIS**

¶ 14 On appeal, the Union contends that the arbitrator did not act within the scope of his authority and violated public policy when he found that there was "no meeting of the minds." The Union argues that the arbitrator was not interpreting the agreement as required by the submitted issue, but rather he acted as an interest arbitrator and imposed the District's version of

the agreement on both parties. The District responds that the arbitrator acted within the scope of his authority and did not violate public policy when entering the award.

¶ 15 The parameters of a court’s review of an arbitrator’s ruling are extremely narrow. *American Federation of State, County & Municipal Employees v. Department of Central Management Services*, 173 Ill. 2d 299, 304 (1996). If possible, we must construe the ruling as valid. *American Federation of State, County & Municipal Employees v. Department of Mental Health*, 124 Ill. 2d 246, 254 (1988). “But the primary rule in cases involving collective-bargaining agreements is that an arbitrator’s ruling must be enforced if it falls within the scope of the arbitrator’s authority and it ‘draws its essence from the parties’ collective-bargaining agreement.’” *Department of Central Management v. Ndoca*, 399 Ill. App. 3d 308, 311 (2010) (quoting *Department of Central Management Services*, 173 Ill. 2d at 304-05)). This common law standard “limits the power of review in a collective bargaining agreement case to an even greater degree than the standard enunciated for all other non-collective bargaining disputes.” *Water Piper Extension, Bureau of Engineering Laborers’ Local 1092 v. City of Chicago*, 318 Ill. App. 3d 628, 636 (2000) (citing *Chicago Transit Authority v. Amalgamated Transit Union Local 308*, 244 Ill. App. 3d 854, 863 (1993) (“common law review of arbitration awards in proceedings under collective bargaining agreements is more deferential than statutory review”)).

¶ 16 Under the “essence of the agreement” standard “[w]e inquire into the merits of the arbitrator’s interpretation in an effort to determine only if the arbitrator’s award drew its essence from the agreement so as to prevent a manifest disregard of the agreement between the parties.” *Board of Trustees of Community College District No. 508, Cook County v. Cook County College Teachers Union, Local 1600*, 74 Ill. 2d 412, 421 (1979). In deciding whether an award draws its essence from the agreement, a court determines whether the arbitrator limited himself to

interpreting the collective bargaining agreement. *Board of Education of Community High School District No. 155 v. Illinois Educational Labor Relations Board*, 247 Ill. App. 3d 337, 345 (1993).

Because the parties have contracted to have their disputes settled by an arbitrator, it is the arbitrator's view of the meaning of the contract that the parties have agreed to accept. We will not overrule that construction merely because our own interpretation differs. *Department of Central Management Services*, 173 Ill. 2d at 305.

¶ 17 The Union contends that the arbitrator's ruling was not within the scope of the arbitrator's authority because it did more than interpret the collective bargaining agreement by finding that there was no meeting of the minds with respect to the increase, and then by imposing a 1% increase instead of a 10% increase on the wage scale. We disagree. We find that the arbitrator properly found that the parties had agreed to a 1% increase.

¶ 18 In the arbitrator's order, he stated that this was not an interest arbitration award where he could impose one side's position or the other. Rather, the case would fall on whether or not there was a deal, which requires a "meeting of the minds." He stated that the question here was: "Did the parties have a meeting of the minds on the 10% version or the 1% version?" In answering that question, the arbitrator stated that "there was no agreement on the 10% step and that the appropriate intent was to have a 1% step in that column of the spreadsheet." Accordingly, we find that the arbitrator did not exceed his authority in finding that the parties did not have a meeting of the minds as to the 10% increase, and instead found that the parties had intended a 1% increase. We cannot now find that the arbitrator exceeded his authority when both parties called upon him to discern the intent of the parties. See *Rauh v. Rockford Products Corp.*, 143 Ill. 2d 377, 386 (1991) (arbitration awards should be construed, wherever possible, so as to uphold their validity; and there is a presumption that the arbitrator did not exceed his authority).

Moreover, the Union called several witnesses to testify that the parties had agreed on a 10% increase rather than a 1% increase. The Union cannot now complain that the arbitrator exceeded his authority by finding that the parties had agreed on the 1% increase rather than the 10% increase merely because it was not the outcome it wanted.

¶ 19 The Union alternatively contends that the arbitrator's award violated public policy by depriving non-security employees of their freedom to negotiate their own wages with public employers through representatives of their own choosing. The Union argues that the arbitrator determined their wages instead of allowing the employees to negotiate their own wages. The District responds that there is an equally strong public policy favoring arbitration in Illinois.

¶ 20 Courts have crafted a public policy exception to vacate arbitral awards which otherwise derive their essence from a collective bargaining agreement. *Department of Central Management Services*, 173 Ill. 2d at 306-07. “[T]he exception is a narrow one and is invoked only when a contravention of public policy is clearly shown.” *Department of Central Management Services*, 173 Ill. 2d at 307. In order to determine whether an arbitrator's ruling has violated public policy on a particular issue, we must first determine that there is a clearly articulated public policy regarding that issue. We must then determine whether the public policy was clearly violated by the arbitrator's ruling. *Department of Central Management Services*, 173 Ill. 2d at 307.

¶ 21 The Union states that section 2 of the Act sets forth an explicit public policy statement: “It is the public policy of the State of Illinois to grant public employees full freedom of association, self-organization, and designations of representatives of their own choosing for the purpose of negotiating wages, hours and other conditions of employment or other mutual aid or protection.” 5 ILCS 315/2 (West 2012). The Union argues that it is the public policy of Illinois

that employees negotiate their own wages through a bargaining representative, and that the arbitrator in this case violated public policy by imposing a 1% step increase without allowing the parties to go back and negotiate the wages. We disagree.

¶ 22 The arbitrator in this case properly found, as discussed above, that the parties had negotiated for and agreed upon a 1% increase, not a 10% increase. Accordingly, the parties, in keeping with Illinois public policy to grant employees full freedom of negotiating their own wages, negotiated for and agreed to a 1% increase. Moreover, we agree with the District that there is also a strong public policy favoring arbitration. In section 2 of the Act, the same section quoted by the Union, the Act states: "all collective bargaining disputes \*\*\* shall be submitted to impartial arbitrators, who shall be authorized to issue awards in order to resolve such disputes." 5 ILCS 315/2 (West 2012). Our supreme court has found that the Act "embodies a legislative policy favoring enforcement of agreements to arbitrate future disputes." *Salsitz v. Kreiss*, 198 Ill. 2d 1, 13 (2001). We therefore find that the arbitrator's award need not be vacated pursuant to the public policy exception.

¶ 23

### III. CONCLUSION

¶ 24 For the foregoing reasons, we affirm the judgment of the circuit court of Cook County.

¶ 25 Affirmed.