

RECEIVED

STATE OF ILLINOIS
 IN THE MATTER OF THE INTEREST ARBITRATION BETWEEN

THE COUNTY OF COOK AND
 SHERIFF OF COOK COUNTY

MAY 5 2000
 Illinois State Lab Rel. Bd.
 SPRINGFIELD, ILLINOIS

and

L-MA-99-001

METROPOLITAN ALLIANCE
 OF POLICE
 COOK COUNTY CORRECTIONAL OFFICERS
 CHAPTER #222

APPEARANCES:

Joseph Tilson, Laura Shroyer, Patrick Blanchard, and Katherine Paterno on behalf of the Joint Employers
 Joseph Mazzone on behalf of the Union

The Union was certified as the bargaining representative of the Cook County Sheriff's Correctional Officers on December 23, 1998. The bargaining unit consists of approximately 2,450 Correctional Officers and 200 Electronic Monitoring Investigators jointly employed by the County and the Sheriff and working for the Cook County Department of Corrections. The bargaining unit was previously represented by Local 714 of the International Brotherhood of Teamsters. The parties commenced negotiations for a collective bargaining agreement covering said employees effective December 1, 1998 through November 30, 2001, the prior collective bargaining agreement with the Teamsters having expired on November 30, 1998. During said negotiations the parties reached agreement on all non economic issues, but were not successful in reaching agreement on several economic issues. The County, as a joint employer, has sole authority to negotiate the economic terms of said agreement.

The Union filed for interest arbitration pursuant to Section 14 of the Illinois Public Labor Relations Act, after which the parties selected the undersigned to serve as arbitrator. An arbitration hearing in the matter was conducted on December 9, 1999. Supplementary exhibits and briefs were filed thereafter and the record was closed on May 12, 2000. Based upon a review of the foregoing record the undersigned renders the following award.

The parties agree that the criteria contained in Section 14 (h) of the IL Public Labor Relations Act must be utilized by the undersigned in deciding the issues in dispute herein. They also appear to agree that the criteria which are most relevant to the resolution of this dispute are the comparison of wages, hours and conditions of employment of the employees affected by this arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services for the Employer and of other employees performing similar services in public employment in comparable communities.

The issues in dispute are as follows:

COMPARABILITY:

UNION POSITION:

The Employer proposes a set of external comparables, setting forth no criteria for their selection other than the fact that they were used by another arbitrator in an interest arbitration proceeding involving the same employees in 1993. Of the 30 external comparables proposed by the County, only 20 contain a population of one million or more, while Cook County has a population of over five million.

The Union proposes the largest twenty four (24) counties in the U.S., all of which have a population of over one million.

EMPLOYER POSITION:

The Employer has proposed 22 external comparables (20 counties plus New York City and the State of IL) which are identical to those relied upon by the arbitrator in the last interest arbitration involving this bargaining unit in 1993. In this regard, arbitrators generally give deference to the use of comparables relied on in prior arbitration proceedings. (Citations omitted)

External comparison data does not permit exact comparisons in all instances, because a number of the comparables do not utilize pure correctional officers who are only responsible for jail and inmate security.

DISCUSSION:

The parties agree on thirteen external comparable counties: Los Angeles, CA; Harris, TX; San Diego, CA; Orange, CA; Wayne, MI; Dade, FL; Dallas, TX; Philadelphia, PA; Cuyahoga, OH; Suffolk, NY; Alleghany, PA; Nassau, NY; and Oakland, MI.

In view of the fact that the parties agree on the comparability of thirteen external comparables, the undersigned will utilize those agreed upon comparables, based upon the agreement of the parties in this regard, as well as the somewhat limited value that external comparable data provides in the resolution of the issues in dispute in this matter--which will be discussed hereafter. The undersigned also agrees with the arbitral precedent cited herein that to the extent possible, it is of value to the parties and the negotiation process for there to be as much stability and predictability as possible in the composition of an external comparable data base.

ISSUE:

The Union proposes that if the Employer wishes to require attendance at a 15 minute roll call before the beginning of a shift, officers should be compensated at overtime rates for said period of time. The Employer does not believe such payment should be required.

UNION POSITION:

The current Agreement provides that overtime should be paid for all hours actually worked in excess of eighty (80) hours per bi weekly pay period, and that the officers' paid one hour lunch break is

considered hours actually worked for this purpose. Therefore, any hours worked in excess of eight (8) hours per day, including roll call, should be compensated at the overtime rate.

Further support for the reasonableness of this position can be found in the award of an arbitrator in a grievance arbitration between the parties in which the arbitrator stated that roll call time constitutes hours actually worked within the scope of the contractual definition of overtime, though it must be conceded that the arbitrator did not address the issue of overtime compensation entitlement in the award.

Also, nearly one half of the external comparables used by the Union compensate officers for roll call.

EMPLOYER POSITION:

For over 25 years Correctional Officers have been required to attend a 15 minute pre shift roll call without pay. Said officers also receive a full one hour paid lunch period during which they are completely relieved from duty.

The Union's proposal on this issue would result in a financial burden on the Employer--as much as \$4.5 million--and a major breakthrough for the Union, without justification.

The comparables do not support the Union on this issue--only 10 out of 18 provide for a paid roll call. Thus, there is no clear trend on this issue among the comparables.

The Fair Labor Standards Act does not require such payment (Citation omitted) and at least one other arbitrator has held that it is inequitable to permit employees to have a paid lunch break and a paid roll call. (Citation omitted) There is also nothing in the grievance arbitration award cited by the Union supporting the Union's contention that such time should be compensated.

DISCUSSION:

Neither reference to internal nor external comparables support the reasonableness of the Union's proposal on this issue. Though the benefit is provided in some external comparables, , because of variations in workdays and paid lunch breaks, because the benefit is

not provided in many of said comparables, and because the benefit is not afforded to internal comparable law enforcement units, no compelling reason has been provided to grant said benefit. It also seems clear from the record that the Employer is not required by the FLSA to pay Correctional Officers overtime for pre shift overtime under the circumstances present herein, though it is also clear that it would not be inconsistent with that Statute for it to do so. Clearly however, this is a matter of discretion, not right, and for the reasons set forth above, there does not seem to be a compelling reason to require the Employer to pay the benefit under the circumstances present herein.

AWARD:

The Union's proposal in this regard is denied.

ISSUE:

The Union proposes that in addition to including a paid daily lunch period of one hour in the calculation of overtime pay, which is the status quo in this regard, the calculation should include all authorized paid time off used during a pay period, with the exception of sick leave. The Employer argues that the status quo in this regard should be maintained.

UNION POSITION:

The Sheriff's Police Contract provides that all compensable hours, except for sick leave, are used in the calculation of overtime. Correctional Officers should be treated similarly.

The Employer's argument that the Union's proposal in this regard would have an adverse economic impact is baseless when one looks at the average amount of overtime paid to Correctional Officers as compared with Commanding Officers (Sergeants and above).

EMPLOYER POSITION:

The Correctional Sergeants have the same overtime provision in their Contract as the Correctional Officers.

There is also no clear pattern among external comparables on this issue.

DISCUSSION:

Though there is not a consistent pattern among both internal and external comparables with respect to this issue, the Employer has presented no persuasive reason why the benefit it affords Police Officers in this regard should not be granted to Correctional Officers. In this regard there appears to be no legitimate basis for distinguishing between the benefits received by these two groups of law enforcement officers.

AWARD:

The Union's proposal is granted.

ISSUE:

The Union proposes a five percent (5%) increase to the wage scale for each year of the three year contract, retroactive to December, 1, 1998, to be paid within 45 days of the date of this award. The Employer proposes a four percent (4%) increase in wages effective December 1, 1998, followed by three percent (3%) increases for each additional year of the three year contract.

UNION POSITION:

Because it takes 25 years for officers to reach their salary maximum under the parties' current salary schedule, it becomes apparent when reviewing external comparables that officers in the bargaining unit wait longer to reach their maximum salaries than officers in many of the external comparables.

Most importantly, the Cook County Sheriff's Police wages are substantially in excess of what bargaining unit officers are earning.

In a recent interest arbitration award, the arbitrator awarded 5.5% wage increases for each year of a three year contract covering Cook County Court Services officers, effective December 1, 1997. In said award the arbitrator explained that it was important to close the wage disparity that existed between the Court Services officers and the comparables.

The wage increases given to the Sheriff's Police are applied to much higher wages, and therefore, the increases are much larger than those being offered to the Correctional Officers.

The Employer has not treated all law enforcement units in a consistent fashion; e.g., it has treated the Sheriff's Police Sergeants differently than other law enforcement units.

Between 1992 and 2000 the Sheriff's Police Officers received a 35% increase in wages. The Sheriff's Deputies received a 47% increase during the same period. If the Union's wage proposal is adopted, Correctional Officers would receive a 40% increase during the same time period, which would be appropriate due to similar job requirements and the need for wage parity.

The Union's wage proposal is also justified based upon the fact that Correctional Officers are presently working double tiers and supervising inmates in excess of set standards.

EMPLOYER POSITION:

There are three large law enforcement subdivisions in the Sheriff's Office: The Sheriff's Police Department (SPD), the Department of Corrections (DOC), and the Court Services Department (CSD).

There has always been a three tiered salary hierarchy among these three subdivisions, whereby the Sheriff's Police Officers are the highest paid, followed by the DOC Officers, and then by the CSD Deputies. The Correctional Officer and CSD deputy positions do not require any prior law enforcement experience. In contrast, Officer positions in the Sheriff's Police Department, which functions like a metropolitan police force, are filled by promotions from the roster of DOC Officers, CSD Deputies, and DCSI Officers. If selected for appointment as a Sheriff's Police Officer, a Deputy Sheriff or DOC officer must undergo an additional 400 hours of training.

Although not all the County's law enforcement employees receive the same wage rate, their percentage increases generally have been very similar, at least to the extent that the increases have resulted from negotiation. The one exception to this rule involves the deputy sheriffs in the CSD who have been granted catch up awards in recent interest arbitrations to narrow the gap between their wages and the wages of the Correctional Officers and Sheriff's Police.

In the round of negotiations leading to this arbitration the Sheriff's Police bargaining unit has agreed to a wage package identical to that offered by the Employer herein, 4% effective 12/01/98, 3% effective 12/01/99, and 3% effective 12/01/00.

Since 1992, with the exception of fiscal year 1996, Correctional Officers have received greater percentage increases than the County's Schedule I (general) employees, state and local government employees, and the Chicago CPI.

The Employer's proposal is also identical to the proposal it has made to the unit of Fugitive Unit Investigators and Day Reporting Investigators. It is also more favorable than that which was obtained by the County's non-law enforcement units.

Based on the Employer's proposed external comparables, of the 15 jurisdiction having a separate job classification for correctional officers, the Cook County Correctional Officers rank second out of twenty two in terms of maximum salary with longevity, and first in terms of minimum salary. In addition, all the comparables with

higher minimum and maximum salaries have a significantly higher CPI than Cook County. In fact, the few jurisdictions that pay higher wage rates to their correctional officers contrast sharply with Cook County in that they are growing counties with greater per capita revenues and a higher cost of living.

A number of the external comparable wage figures submitted by the Union appear to be in conflict with the actual contracts and other supporting data in the record. In all but one of the new external comparables submitted by the Union for which it has provided supporting data, the officers receive lower wages than the Cook County Correctional Officers.

Arbitrators generally use comparability data as a starting point to approximate a going rate, after which they consider other factors to refine their analysis. (Citation omitted) As one arbitrator observed, determining comparability is not an exact science and the quest for a true or perfect comparison is often elusive. (Citation omitted)

It is also generally recognized that interest arbitrators should avoid awarding contract terms that go beyond what the parties might reasonably have achieved in negotiations. (Citations omitted) On that basis, substantial breakthroughs normally should not be granted in interest arbitration. (Citations omitted)

Any significant alteration of the historical pattern regarding the compensation hierarchy within the Sheriff's Office would represent the sort of radical shift or breakthrough in established relationships that should be avoided in interest arbitration. To move the Correctional Officers toward the wage levels of the Sheriff's Police would result in the Correctional Officers becoming comparable in wages to some of the highest paid regular police officers in the country.

The Union offered no evidence of new or changed Correctional Officer duties or working conditions to justify its proposed increase. The Union's allegation regarding multiple tier assignments is not supported by the record, which indicates that on certain days a small percentage of officers are assigned to more than one tier, but there is no evidence indicating that this practice increases the burden placed on these officers.

The Union's wage proposal would also nullify the recent awards by other interest arbitrators who held that the wages of the Sheriff's CSD Deputies should be allowed to catch up somewhat with the Correctional Officers. In short, an internal equilibrium has now been achieved in this regard, and the Union should not be permitted to upset it. If the Union were to prevail on this issue, a likely domino effect would follow.

DISCUSSION:

It seems clear from a review of external comparable data/evidence, particularly in units composed exclusively of correctional officers, that the Correctional Officers affected by this proceeding are relatively well paid. To the extent that they may need to wait longer to reach their maximum pay than some similarly situated officers in other departments, that is a matter that should be addressed by the Union in future negotiations by considering some sort of restructuring of the pay schedule to achieve more comparability in that regard. That is not an issue reasonably addressed by simply increasing the maximum of the schedule.

The record supports a conclusion that internal comparability considerations justify continuation of a difference in the pay of Correctional Officers and Police Officers, based, at least in part, on a differences in training, required experience, and duties/responsibilities. However, when one examines the history of the pay relationship between these two units, it becomes apparent that the pay gap between these two units has widened over time based upon identical percentage increases which have been imposed upon different pay schedules with different pay ranges. In the undersigned's opinion, more of the same would only widen that gap, unjustifiably. Therefore, in order to maintain some stability in the pay relationship between these two units, the undersigned believes that it would be fair and appropriate to grant the Employer's pay proposal for the first two years of the Agreement affected by this award, and the Union's wage proposal for the third year of said Agreement. Granting the Union's proposal in the third year of the Agreement will hopefully help return the parties' pay relationship to what it previously has been, while at the same time minimizing the financial/cost impact on the Employer.

The undersigned does not believe this award constitutes a dramatic change or breakthrough in the relationship between the parties.

Instead, it constitutes an effort to maintain some stability in the dollar to dollar pay relationship -- which has unjustifiably been expanded over time -- between these two law enforcement units operated by the Employer.

AWARD:

A 4% across the board increase effective 12/1/98.

A 3% across the board increase effective 12/1/99.

A 5% across the board increase effective 12/1/00.

ISSUES:

The Union proposes that the Sheriff's Boot Camp Officers, Female Furlough Program (Department of Women's Justice Services) and Special Operations Response Team (S.O.R.T.) be added to the Investigator II pay scale, retroactive to December 1, 1999. The Employer submits that the status quo should be maintained in this regard.

UNION POSITION:

The Investigator II pay scale was created to compensate Electronic Monitoring investigators at a rate higher than Correctional Officers because of higher risks and extra duties. The difference between the two pay scales is 4%.

With respect to officers who work in the Boot Camp as drill instructors, said officers receive extensive physical and mental training and they must maintain a high level of physical fitness, they have constant inmate contact, they are required to respond when paged, and they are responsible for the movement of inmates.

Extensive qualifications and training are also required to maintain employment with the SORT, including passing an extensive physical ability test. These officers also investigate, locate and arrest escapees, move inmates housed in maximum security divisions, and they have primary responsibility for controlling in house disturbances.

These two groups of officers, as well as officers in the Department of Women's Justice Services should be added to the Investigator II scale because they are trained to a higher degree and are required to perform services in excess of those required of Correctional Officers. In addition, their uniforms are different and their testing requirements are different.

In the Cook County Sheriff's Department there are several law enforcement agencies with recognized specialties, including the Bomb Squad where officers are paid an extra \$375 per month and the Gang Crimes Unit where they receive an extra \$250 per month.

In the Cook County Court Service Deputies Agreement there is a Deputy Sheriff Compensation Schedule which includes, effective November 30, 2000, a premium scale for officers assigned to the "street unit", which includes civil process service, warrants, the levies and evictions unit, and the swap unit.

Of 24 external comparables proposed by the Union, ten (10) recognize and compensate officers for special duties, training and experience.

EMPLOYER POSITION:

EM Investigators are principally involved in monitoring and apprehending pre trial detainees released to electronic home monitoring. They respond to AWOL alarms and conduct random home visits, and are required to complete 128 hours of investigator training.

The officers for whom the Union requests a reclassification perform functions largely similar to those performed by Correctional Officers. They are not involved in the electronic monitoring and apprehension of detainees, and they are not exposed to the risks associated with a "street unit" as are the EM Investigators. They do not patrol

neighborhoods, make random home visits, or arrest individuals. With the exception of the SORT officers, the detainees they deal with are generally non violent, low bond individuals. They are also not required to take the extensive training that EM Investigators must take.

To grant these officers a higher pay grade (whose actual duties do not merit the increase) would also set in motion a domino effect causing all other Correctional Officers to seek reclassification on the strength of possible distinctions in their responsibilities.

External comparables also do not support the Union's position on this issue.

The Union attempted to obtain specialty pay for other specialty units within the Sheriff's Police unit in a 1998 interest arbitration, and the arbitrator rejected this effort.

Lastly, these officers are already paid at a rate virtually at the top of the list of external comparables.

DISCUSSION:

If truth be told, although the record is replete with evidence describing what EM Investigators, Boot Camp Officers, SORT Officers, and Officers who work in the Women's Furlough Program do, it provides not a clue as to what standards/criteria are utilized to determine what duties, training, experience, risk factors, etc. are or should be utilized to establish appropriate wage rates for said groups, as well as for other groups of employees performing specialized and/or unique duties. Although the Union has raised questions in the undersigned's mind as to whether any of the reclassifications it has proposed are justified, it has failed to demonstrate by persuasive evidence that said reclassifications are in fact justified. In the undersigned's opinion, what should be done with respect to these issues before the next round of negotiations is that the disputed positions should be examined by disinterested professional job evaluators to ascertain whether the positions are properly classified, and that the resulting studies should be made available to both parties before the next round of negotiations commences. Hopefully, with such information, the parties will be able to address the issues raised by the Union herein, and, if they are unable to resolve said issues in the negotiations process, an interest

arbitrator will have objective information upon which he or she can resolve the questions raised herein.

AWARD:

The Union's proposals in this regard are denied.

ISSUE:

Currently the Joint Employer pays holiday pay, time and one-half plus one (1) day off, for six (6) of thirteen (13) holidays. These six holidays are referred to as major holidays. The additional seven (7) holidays are referred to as minor holidays, and currently, when an employee works on a minor holiday he receives straight time pay plus an additional day off. The Union proposes that all holidays be considered major holidays. The County proposes the status quo in this regard.

UNION POSITION:

The parties reached a tentative agreement to reduce the number of minor holidays by one (1), eliminating Good Friday as a minor holiday and inserting in substitution thereof a floating holiday, which would be treated as a major holiday.

EMPLOYER POSITION:

Correctional Officers work on a 24 hour per day/365 days per year continuous schedule, and the current holiday plan is consistent with all departments within the County that operate on a continuous basis. The other law enforcement units within the County have a similar major-minor holiday distinction, including the Deputy Sheriffs, the

Sheriff's Police Officers, the Correctional Sergeants and the Police Sergeants.

DISCUSSION:

Though it is not absolutely clear from the record, it would appear that the agreement reached between the parties regarding Good Friday becoming a floating holiday resulted in a willingness of the Union to agree to accept continuation of the major/minor holiday distinction set forth in the parties' prior agreement. Clearly internal comparables support continuation of that proviso, and in addition, there is no clearly established external comparable pattern supporting the Union's position on this issue.

AWARD:

The Union's proposal on this issue is denied.

ISSUE:

Under the prior agreement officers must work their regularly scheduled shift on the last scheduled day before and after a holiday in order to be entitled to holiday pay. The Employer asserts that the practice under said proviso allows employees to receive holiday pay if the employee uses authorized leave time, other than sick leave, on the day before and/or after the holiday. The Union proposes that officers should be entitled to full holiday pay benefits even though they are on authorized leave, including sick leave, the day before and/or after the holiday. The Employer rejects said proposal.

UNION POSITION:

The Sheriff's Police contract provides that to be eligible for holiday pay an employee must have received at least forty (40) compensable hours during the pay period in which the holiday occurs. This obviously includes sick leave. This benefit should apply to the officers in this unit as well.

The external comparables proposed by the Union also support the comparability of the Union's position on this issue.

EMPLOYER POSITION:

Current actual practice allows Correctional Officers to receive holiday pay while an officer is on a pre approved leave of absence, excluding sick leave.

Internal comparable agreements all require employees to work before and after the holiday period to qualify for holiday pay.

External comparables show no clear pattern regarding holiday pay eligibility.

DISCUSSION:

On this issue it would appear that what the Union proposes is consistent with the benefit provided by the Employer to its Police Officers, and there does not appear to be a legitimate basis for distinguishing between the two groups in this regard.

AWARD:

The Union's proposal on this issue is granted.

ISSUE:

The Union proposes that officers who retire with at least twenty (20) years of service receive compensation for fifty percent (50%) of their accrued sick leave, payable at their straight time hourly rate of pay, upon retirement. The Employer rejects this proposal.

UNION POSITION:

Of fifty (50) officers who recently retired, twenty eight (28) had ten (10) or less days of accrued sick leave on the books. The parties' Agreement allows officers to accumulate up to one hundred seventy five (175) working days, at the rate of twelve (12) days per year. It thus becomes obvious that officers are currently being allowed to utilize sick leave days on a regular basis prior to retirement, in effect cashing this time in. The Union's proposal would thus conform to past practice, and secondly, it would give officers an incentive not to abuse sick leave.

A majority of the Union's proposed external comparables offer compensation to employees for accrued but unused sick leave upon retirement.

EMPLOYER POSITION:

This proposal has been rejected by arbitrators in previous interest arbitration proceedings.

The County has consistently treated all law enforcement employees identically on this issue.

This proposal also would have a substantial economic impact.

At best, there is mixed external comparable support for the Union's proposal.

Although some employees may currently be abusing the sick leave benefit, this is certainly not a persuasive reason for changing the benefit.

DISCUSSION:

Internal comparability clearly supports the Employer's position on this issue, and there is no clear and persuasive pattern among the external comparables to support the change proposed by the Union.

AWARD:

The Union's proposal is denied.

ISSUES:

The Union proposes that officers injured in the line of duty continue to receive active duty pay for at least thirty (30) days from the date of their injury in order to give them time to obtain workers' compensation benefits. The Union also proposes that all officers receive full payment of wages for up to one (1) year for duty related injuries, a benefit consistent with the IL Public Employees Disability Act. The Employer rejects this proposal.

UNION POSITION:

Currently officers receive 75% of their salary for duty related disability. Before they become eligible for such benefit however, they may need to wait several months, during which they may need to utilize accumulated sick leave and/or vacation.

Pursuant to the Public Employee Disability Act, certain employees working in police, law enforcement or security positions receive one hundred percent (100%) of their wages for up to one (1) year, commencing immediately upon the occurrence of the injury. Though this Act does not apply to these employees, it contains guidelines

which should be applied to them. In fact, the IL Supreme Court implied that it believed that to be the case. (Citation omitted) The State of IL and the City of Chicago both provide their employees with benefits identical to those provided by the IL Public Employees Act.

In the alternative, the County should at least pay officers injured in the line of duty the same benefit currently being given to the Sheriff's Police Officers (Tr. 81-83), which is thirty (30) days of pay immediately following the occurrence of the disability.

A majority of the Union's proposed external comparables provide similar benefits.

EMPLOYER POSITION:

The Union's proposed external comparables do not support a change in the status quo in this regard.

The County maintains a uniform, county-wide practice, with the exception of the Sheriff's Police, that is consistent with the status quo.

The Union agreed that the County's settlement with the Police on this issue could not be used against the Employer in this matter.

DISCUSSION:

In view of the fact that the parties have agreed that the Employer's Agreement with the Police cannot be used as an internal comparable on this issue, internal comparability evidence clearly supports the Employer's position on this issue. There also does not appear to be a clear pattern of support for the Union's position among the external comparables.

AWARD:

The Union's proposals on this issue are denied.

ISSUES:

The Union proposes an increase in the uniform allowance officers receive to \$700 in FY 1998, \$750 in FY 1999, and \$800 in FY 2000. It also proposes that the Employer pay for any uniform changes mandated by the Employer which require additional and new uniform items. The Employer rejects this proposal.

UNION POSITION:

The benefit the Union is seeking is identical to that which was given to the Cook County Sheriff's Police.

EMPLOYER POSITION:

The Officers currently receive a uniform allowance of \$650. The percentage increases the Union requests on this issue far exceed the current consumer price index.

The Union also seeks one of the highest allowance benefits of its proposed external comparables.

Three of the County's law enforcement units have already negotiated a \$650 uniform allowance for 1999 and 2000. Two units (including the Sheriff's Police Officers) have negotiated an allowance of \$650 for 2001. None of these unit have the quartermaster provision contained in the Union's proposal. The Police contract provides that any additional costs for uniforms will be paid by the Employer and the Police Sergeants contract provides that employees shall not have to pay more than \$50 for any changes to uniforms. Neither of these agreements is as generous as what the Union seeks here, which would require the Employer to pay the full cost of any new uniform items in addition to the allowance.

The Union's proposal would have an extremely adverse economic consequence on the Employer, since it would cost almost \$1,282,000.

DISCUSSION:

While internal comparability evidence would appear to support the reasonableness of the Union's request that Officers receive at least some reimbursement for the cost of newly required clothing or equipment, the Union's proposed uniform allowance is clearly out of line with the allowances given to officers in the internal comparable units. There is also no compelling reason to grant the Union's proposal based upon external comparability.

AWARD:

The Union's proposal is denied.

Dated this 1st day of June, 2000 at Chicago, IL 60640


Byron Yaffe
Arbitrator