

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: **Lodge (Uniform Allowance)**

Case No.: **190108-MEQC**

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 9.3 of the CBA provides in pertinent part:

Uniform Allowance and Changes:

Effective fiscal year 1998, employees covered by the terms of this Agreement shall receive seven hundred fifty dollars (\$750.00) uniform allowance per fiscal year. The uniform allowance shall be paid to the individual employees during the first pay period in December.

Any additional costs shall be paid for by the Employer, effective FY 1998 with no reduction in the uniform allowance provided to the employees.

Upon retirement, or separation from employment for other than just cause, the employee may be required to repay up to seventy-five percent (75%) the uniform allowance, by dividing the allowance by twelve (12) months. If the employee has served in a pay status for a minimum of six (6) months of the fiscal year, no repayment shall be required.

All Sheriff's Police Officers shall be allowed to continue to display on their uniform sleeves any and all markings which depict an officer's seniority with the Sheriff's Police Department.

4. The Cook County Sheriff presented evidence that there is a past practice between the parties that the yearly payment of the uniform allowance is to cover the

previous year.

5. This dispute arose because the Cook County Sheriff made the uniform allowance payment in November 2018 rather than in December 2018.

6. The Union argues that the payment was eleven months too late, and the Cook County Sheriff argues that the payment was one month too early.

7. On January 8, 2019, the Union timely served the Employer with a Lodge grievance, seeking payment of the uniform allowance and that the Cook County Sheriff Police Officers be made whole.

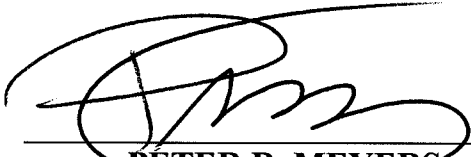
8. The grievance was denied by the Employer at all steps and was timely advanced by the Union to arbitration.

9. After a review of all of the evidence, it is clear from this record that the payment made to the Cook County Sheriff Department's employees was made one month early and was the payment that was supposed to have been made in December 2018. That payment covered the previous year as had been the past practice between the parties.

10. Given the above evidence, this Arbitrator has no choice other than to deny the grievance. The payment that was made in November 2018 was for all of 2018 and the next payment of a uniform allowance that is due the employees is due in December 2019 as required by Section 9.3 of the CBA.

Award

The grievance is denied.



PETER R. MEYERS
Impartial Arbitrator

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