

Office") under the direction of Sheriff Richard Stanek, the Chief Law Enforcement Officer of Hennepin County.

The Hennepin County Sheriff's Office is the largest sheriff's office in the State of Minnesota, employing more than 800 employees. There are approximately 55 supervisors in this Bargaining Unit.

The County and Union (hereinafter referred to as the "Parties") are signatories to an expired collective bargaining agreement that was effective January 1, 2008 through December 31, 2009.

The Parties entered into negotiations for a successor collective bargaining agreement. The Parties were unable to during bargaining and mediation to resolve all of their outstanding issues. As a result, on August 17, 2010, the Bureau of Mediation Services ("BMS") received a written request from the Union to submit the unresolved issues to conventional interest arbitration. On August 25, 2010, the BMS determined that the following items were certified for arbitration pursuant to M.S. 179A.16, subd. 2 and Minn. Rule 5510.2930:

1. Overtime - Overtime Eligibility And Rate - Article 9, Section 4
2. Holiday Pay - Premium Pay For Holidays Worked - Article 10, Section 1

3. Comp Time - Compensatory Time For Watch Commander Duty - Article 16, Section (NEW)
4. Schedule Changes - Advance Notice Of Schedule Change - Article 9, Section 7
5. Emergency Definition - What Is The Definition Of Emergency? - Article 3
6. Vacation Accrual - Limits On Vacation Accrual - Article 11, Section 3
7. Clothing Allowance - Amount Of Clothing Allowance - Article 31, Section 1

The Parties selected Richard J. Miller to be the sole Arbitrator from an arbitration panel submitted by the BMS. A hearing in the matter convened on November 19, 2010, at 9:00 a.m. at the Hennepin County Government Center, Conference Room A-410, Minneapolis, Minnesota. The Parties were afforded full opportunity to present evidence and arguments in support of their respective positions.

The Parties elected to file post hearing briefs with an agreed-upon submission date of December 17, 2010. The post hearing briefs were submitted in accordance with those timelines and received by the Arbitrator by e-mail. The Arbitrator then exchanged the briefs by e-mail, after which the record was considered closed.

After the issues were certified by BMS and the Parties submitted their final positions on the issues, the Union withdrew

Issue Four - Schedule Changes - Advance Notice Of Schedule Change
- Article 9, Section 7, Issue Five - Emergency Definition - What
Is The Definition Of Emergency? - Article 3, and Issue Six -
Vacation Accrual - Limits On Vacation Accrual - Article
11, Section 3. Thus, there are four remaining issues for
decision by the Arbitrator.

**ISSUE ONE: OVERTIME - OVERTIME ELIGIBILITY AND RATE -
ARTICLE 9, SECTION 4**

POSITION OF THE PARTIES

The Employer proposes that there shall be no change to
Article 9, Work Schedules - Premium Pay, for either 2010 or 2011.
As a result, the current contract language in Article 9 should
remain unchanged as follows:

Section 4. Sheriff's Lieutenants and Sheriff's Captains
shall not be eligible for any overtime
compensation except under such rare and unusual
circumstances as may be determined by the
EMPLOYER.

When it is determined that overtime is payable,
such overtime shall be paid at the rate of time
and one-half the employee's regular rate of pay.

SECTION 9. Effective January 4, 2009, for employees in the
job class of Sheriff's Sergeant, worked hours in
excess of their assigned "work period" as
referenced in the Fair Labor Standards Act
(FLSA), Section 207(k), shall be overtime and
compensated at one and one-half (1.5) times the
employee's base rate of pay or one and one-half
compensatory time for each hour worked, subject

to the provision that no employee shall be eligible for overtime unless prior approval of the overtime work was granted by the employee's immediate supervisor or his/her designee.

An employee's "work period shall be designated by the EMPLOYER and may range from seven (7) consecutive days to twenty-eight (28) consecutive days in length. Employees shall be eligible for overtime when hours worked in their assigned "work period" exceeds the corresponding "Maximum Hours Standards" as provided in the FLSA for Law Enforcement.

Overtime shall be paid either in cash or compensatory time at the discretion of the EMPLOYER, provided that an employee may carry up to 24 hours of compensatory time, which shall be used or cash payment made at the EMPLOYER's discretion. Employees may express their preference for compensatory time or cash payment for their approved overtime earnings.

The EMPLOYER shall meet and confer with the union and affected employees prior to establishing the Tour of Duty and prior to any change in the Tour of Duty.

In contrast, the Union proposes the following modifications to the overtime provision found in Article 9, Section 4:

Sheriff's Lieutenants and Sheriff's Captains as well as Sergeants shall be eligible for overtime compensation if obligated, through assignment by a supervisor, to remain on duty or come in outside of scheduled hours. Assignments requiring overtime compensation include but are not limited to exceptional work, unique business requirements, special time sensitive projects, year-end or seasonal work, or events requiring supervisor(s) involvement due to common practice or policy.

When it is determined that overtime is payable, such overtime shall be paid at the rate of time and one-half the employee's regular rate of pay.

The EMPLOYER shall pay overtime at the rate of 1 1/2 times the employee's regular hourly base rate for hours worked in excess of the employee's regularly scheduled hours. Employees may express their preference for compensatory time or cash payment for their approved overtime earning. Approved sick leave shall be considered as time worked for purposes of computing overtime premium.

It should be noted that the Union's original proposed language that was included in their positions submitted to BMS included an additional sentence stating: "Overtime is also payable when an employee is required to work on an unscheduled day." With the Union's withdrawal of three of the seven issues originally submitted to BMS, the Union has also agreed to withdraw this last sentence from its proposed overtime language.

AWARD

The Union's proposed overtime language is hereby awarded in its entirety.

RATIONALE

The supervisors in this Bargaining Unit are POST licensed law enforcement employees that direct specialized and technical work. They are dedicated law enforcement officers with a strong work ethic that serve the citizens of the County and seek to be compensated fairly. They are unique from some other County bargaining units because they are a law enforcement unit that works different hours, performing more difficult and dangerous duties. Aside from overseeing the units they are assigned to,

e.g., Investigations, Water Patrol, etc., they also perform collateral duties. These duties include working on the SWAT/Emergency Services Unit, or on the Weapons of Mass Destruction Unit. As supervisors, they spend a great deal of time on administrative tasks, which frequently require time beyond their scheduled hours.

The County requires that these supervisors come up through the ranks within the Sheriff's Office. Other jurisdictions have similar requirements, which means that County's Captains, Lieutenants, and Sergeants cannot easily transfer from the Sheriff's Office to another jurisdiction's law enforcement group. In this respect, they are very different from other bargaining units whose members acquire skills and experience that allow them to perform the same work in other jurisdictions, and sometimes in the private sector.

The Union concedes the poor financial condition facing the County, and recognizes that the County must be very careful with how it allocates resources. In fact, the evidence clearly establishes that since the recession began in late 2008, the County has experienced significant budgetary pressures due to the economic downturn and the resulting loss of state aids. The severe decline in economic activity has resulted in the state forecasting a budget deficit for the next biennium beginning July

1, 2011, of anywhere from \$5 billion to almost \$7 billion. The size of the deficit will almost certainly result in further state aid cuts to the County and other local units of government in 2011 and beyond. Hennepin County is expected to receive almost \$18.7 million less in state aids in 2010 than it did in 2009. In addition, the County will likely be called on to provide financial assistance to offset the revenue loss projected by the Hennepin County Medical Center due to recent changes in the General Assistance Medical Care program. Finally, the County has suffered revenue losses in interest income \$(-7.3) million, prior year carry forward \$(-10.1) million, pre-79 TIF Districts \$(-6.3) million, and tax collection factor @ 97.5% \$(-3.2) million.

Accordingly, the County's operating departments are left to handle serious budget challenges only by reducing expenses, as no new revenue (taxes) is available. In response to these difficult economic and budget times the County has:

- negotiated a two year wage freeze and no wage steps in 2011 with many bargaining units during contract negotiations and unilaterally imposed this same settlement for non-union employees. The County has 16 bargaining units. Four essential units proceeded to interest arbitration, including the Supervisors Bargaining Unit. Three arbitration awards have been issued. This is the last arbitration case. 98.8% of the County's Union workforce and 99.15% of the County's total workforce is now settled for 2010 and 2011.

- Reduced its workforce through attrition and layoffs. Almost 330 full-time equivalent (FTE) positions have been reduced from Hennepin County operations since the recession began in 2008.
- Restricted hiring unless the need is approved by the County Administrator.
- Reduced and eliminated contracted services.
- Requested that County employees take voluntary furloughs without pay resulting in \$4.7 million in savings in 2009. Employees have been asked to take an additional 20 hours of leave without pay in 2010.

Supervisors in this Bargaining Unit, like other County employees, have made sacrifices for the sake of the County's poor financial condition. The supervisors have contributed to the new economic initiatives from the Sheriff's Office while holding the number of supervisors constant. For example, Sergeant Chris Mathisen testified that a vacancy in patrol has meant that he now has to cover the middle shift too. He attempts to adjust his time, but when he cannot do so, he requests TOD, paid at straight time.

While the County, as a whole, is experiencing financial woes, it is noteworthy that the Sheriff's Office was able to return \$2 million to the County's revenue stream. It should be noted, however, that unspent money leftover from last year is no longer in the Sheriff's Office budget, and is already allocated for other purposes by the County Board.

As a result of the state's huge anticipated budget deficit for the next biennium, combined with the uncertainty as to when the economy will start to improve to any significant degree, the County Administrator has recently directed County departments to adjust their already approved 2010 budgets downward by 2.5% for this year and to submit budget requests for 2011 that are 5% below 2010 budgeted levels.

Based upon the recognized poor financial condition of the County, the issues the Union bring to arbitration are not large money items. The Union does not ask for wage increases or increased Employer contributions for health insurance or pension plans, which are large money items. The majority of all County employees have taken this same conservative approach, recognizing the financial troubles facing the County.

The County admits that the Union's proposals on all four issues would not cost the County much money. Instead its opposition to the Union's proposals was more about a potential spillover effect, whereby in the next round of bargaining, other bargaining units would seek the same changes this unit obtained in arbitration. The Arbitrator is fully cognizant of the fact that significant departures from the settlement pattern, without compelling evidence, would be detrimental to the County in current or future negotiations and irreparably harm their ability

to bring collective bargaining to finality within a reasonable period of time. More importantly, the County's relationship with their unions that were among the first to settle would be strained as they would never again trust the Employer if they deviated substantially from their settlement without compelling reasons to do so.

The County points out that some arbitrators have a tendency to feel compelled to "split the baby." In other words, arbitrators make decisions on which party should win or lose an issue, not on the merits of the parties' arguments, but on whose turn it is to win. This Arbitrator in 36 years of arbitration experience, starting at the ripe old age of 22, has never and will never "split the baby." In fact, the reason that the Arbitrator is so busy arbitrating across the world, and has rendered over 4,000 decisions, is that the parties know he will not "split the baby," but instead will make a ruling on which party presented the best evidence (the most compelling and convincing arguments on any issue), whether it be grievance or interest arbitration. This case is no exception.

The Union presented compelling and convincing evidence to support their proposed language change in Article 9, Section 4. Bargaining Unit supervisors work many hours beyond their normal scheduled hours. They spend a great deal of time on evenings and

weekends dealing with staffing issues, and other issues that arise. Supervisors understand that these extra hours are part of the job, and do not request additional compensation for those hours. Instead, the Union's position seeks overtime only in situations where they are obligated by management to work additional hours in situations that are not part of the normal routine. The Union's proposal thus limits the situations in which supervisors would be assured of receiving overtime compensation.

In addition, the Employer's fear of "overtime creep" is unfounded. The Union's proposal grants the County the absolute and complete discretion to determine when supervisors will be required to work additional hours. Further, this proposal does not allow supervisors to seek overtime compensation for the work they do outside of their normal hours as part of their regular duties. As a result, the County controls every aspect of this overtime assignment, including the costs of expanding overtime eligibility.

The little financial evidence that is available indicates that the cost of extending eligibility for overtime to all supervisors will not be great. First, this Bargaining Unit is small, with approximately eight Captains, sixteen Lieutenants, and thirty-nine Sergeants. Within that small group, not all

Bargaining Unit members would be affected. Sergeant Mathisen testified that approximately three-fourths of the Sergeants work on Monday-Friday shifts, and will not ordinarily be called in during the evening. Second, part of the overtime costs will be absorbed by external sources of funding in the forms of grants or other funding, which has been the case in the past. Finally, the cost of increasing the overtime rate to time-and-a-half, rather than straight time, for overtime is also small. Based on these factors, the Union has conservatively estimated that at the very most, their proposal will cost \$100,000. Once again, the County controls the entire cost of this overtime assignment and can restrict the overtime assignments to reach any overtime budget level they desire.

The County argues that the current contract language is clear and unambiguous, as it states: Sheriff's Lieutenants and Sheriff's Captains shall not be eligible for any overtime compensation except under such rare and unusual circumstances as may be determined by the EMPLOYER." To the contrary, the Union's overtime contract change is necessary because the current language, which provides sole discretion to the County to determine, after the fact, whether the work a supervisor was asked to do beyond his regular hours was "rare and unusual" has led to arbitrary and unfair results. Under the current contract

language, supervisors do not know in advance if they are going to be paid for working these assigned additional hours. An Inspector who makes this overtime assignment to the supervisors could find an assignment to be "rare and unusual," but another Inspector in a similar situation may disagree.

For example, testimony from Captain John Lageson indicates that while overtime is usually paid upon request by the supervisors, it is never certain that the County will approve the overtime, no matter how rare and unusual the circumstance. Captain Lageson testified that on one occasion, he was called out to a scene on a Sunday to oversee a unit that was not his normal unit. The Inspector in charge agreed at the time that this was a very unusual situation, leading Captain Lageson to believe that his request for overtime would be approved for the nine hours he worked. Later, however, the Inspector told Captain Lageson that other Inspectors had disagreed, and Captain Lageson's request for overtime was denied.

Further, whether supervisors receive overtime compensation is not always determined by the nature of the assignment, but by the funding source. The evidence discloses that if an outside source provides funding for extra security for a major event, the County will more likely grant overtime to the assigned supervisors. Captain Lageson, however, testified about a request

for overtime compensation that was denied even though the costs of the overtime were covered by federal funding because it would set a bad precedent. He also testified that in the past seven years, he has received only approximately fourteen hours of overtime compensation.

There was testimony from Captain David Zimmer that supervisors feel somewhere intimidated or at least not being considered to be a "team player" when they ask for overtime after an assignment is made by the Sheriff's Office. As a result, the supervisors consciously limit their overtime requests to very unusual circumstances, such as when there is a police shooting. In fact, what situations justify overtime is so confusing to supervisors that Lieutenant Todd Turpitt testified that he did not request overtime for responding to a suicide attempt, certainly a rare and unusual event, even though he went over his scheduled shift to attend to the situation.

The County argues that the current overtime contract language should not be changed since the "rare and unusual" overtime standard applied to all three job classes in this Bargaining Unit from 1987 to 2009, but the Parties decided to craft and implement a new process for administering overtime for Sergeants modeled after the Fair Labor Standards Act, Section 207(k) exemption for non-exempt employees. Regardless of how

long the "rare and unusual" language has been in the contract, the Union has provided justifiable reasons that the overtime language should be changed.

These justifiable reasons trump any external comparability, prior arbitral decisions, or internal comparable that may exist. It is clear that supervisors in this Bargaining Unit perform different duties and have different job responsibilities than any of the other supervisory County employees and other supervisory employees in other counties. This Bargaining Unit is different from most other bargaining units because it is required to attend to emergencies outside of scheduled hours. Most other County employees can attend their work during regular business hours. The other bargaining unit that does have to attend to such emergencies is the Deputies unit, and these employees do receive overtime pay.

**ISSUE TWO: HOLIDAY PAY - PREMIUM PAY FOR HOLIDAYS
WORKED - ARTICLE 10, SECTION 1**

POSITION OF THE PARTIES

The Employer's position is to maintain the current contract language in Article 10, Holidays, Section 1 as follows:

Employees shall be entitled to compensated time off at their base pay rate for designated holidays, provided the employees is on compensated payroll status the last work day preceding the holiday and the first work day following the holiday.

The Union proposes to change the current contract language in Article 10, Holidays, Section 1 as follows:

Employees shall be entitled to compensated time off for designated holidays. Employees who are assigned to work a holiday shall receive compensation at two and one-half (2 1/2) times their base pay rate for hours worked on the holiday. Compensation for holiday hours assigned/worked shall be provided either in compensated time off or cash payment as approved by the EMPLOYER.

AWARD

The Employer's position is sustained. Maintain the current contract language in Article 10, Holidays, Section 1.

RATIONALE

The current holiday pay provision entitles supervisors to time off at their base pay rate for work performed on a holiday. The Union's proposal effectively adds premium compensation for an additional day and one-half, and gives the County the discretion of awarding the compensation for holiday hours either in compensated time off or as cash payment.

The Employer's position is sustained based on convincing and compelling reasons. First, the County has established a clear internal pattern among all County employees. All exempt supervisory employees in Hennepin County who are required to work on a holiday receive the same holiday benefit as the Sergeants, Lieutenants, and Captains in the Bargaining Unit. In addition, no Hennepin County non-union exempt supervisory/managerial job

classes receive holiday premium pay for hours worked on a holiday.

Second, the First-Line Supervisors Association sought holiday premium payment for Detention Sergeants and Corrections Supervisors during this current round of negotiations. The First-Line Supervisors Association failed to achieve their goal during bargaining, and then brought this issue to interest arbitration before Arbitrator Jay Fogelberg. Arbitrator Fogelberg rejected the Union's proposal and awarded status quo, thus upholding the Employer's internal pattern of not providing holiday premium pay to exempt supervisory employees.

Third, although the Union is correct that their proposal for premium pay will not cost the County much money because few supervisors work on each holiday, all of the County's bargaining units who have settled their agreements also asked for myriad of economic issues. However, all ultimately settled their contracts for the same conservative settlement as accepted by this Bargaining Unit.

Finally, the Union noted that when the Deputies are required to work on holidays they receive extra day-and-a-half of compensation, as proposed by the Union in this case. While it is true that under their current contract language Deputies make more money than the supervisors in this Bargaining Unit on

holidays worked, it must be remembered that the annual wage rate paid to Sergeants, Lieutenants, and Captains in the Bargaining Unit is clearly sufficient to make up for this insignificant difference on a holiday between time-and-one-half and premium time.

**ISSUE THREE: COMP TIME - COMPENSATORY TIME FOR WATCH
COMMANDER DUTY - ARTICLE 16, SECTION (NEW)**

POSITION OF THE PARTIES

The Union proposes codifying a past practice regarding compensation for Watch Commander duty by the inclusion of the following new contract language in Article 16:

Employees assigned to the watch commander duty (7 straight days from 6 p.m. to 2 a.m.) shall earn 3 compensation days. The first comp day shall be used on the first day after the 7 day Watch Commander rotation, and remaining 2 may be used at the employee's discretion.

The Employer opposes the addition of this language in the contract.

AWARD

The Employer's position is sustained.

RATIONALE

The Watch Commander duty program began in 2007. Under Sheriff's Office policy, Lieutenants are the only class required to serve as Watch Commanders. A Watch Commander schedule runs for seven consecutive days, Monday through Sunday. Each Watch

Commander shift is eight hours in length and runs from 6:00 p.m. to 2:00 a.m. Each Lieutenant can expect to serve as Watch Commander three to four times per calendar year. The Watch Commander rotation is communicated at the beginning of each calendar year so that Lieutenants know when their Watch Commander duty will occur.

The Lieutenant assigned to Watch Commander is the highest ranking officer in the Sheriff's Office during the Watch Commander shift. Accordingly, the Watch Commander is generally expected to visit continual operations each night and acts as the Administrative Command and serves as "the eyes and ears of the Sheriff's Office" should an event occur which requires direction or command. For example, Lieutenant Haans Vitek testified that just minutes into his Watch Commander shift in 2007, the 35W bridge collapsed. For incidents other than emergencies, a more typical week for a Watch Commander would include accompanying the Crime Lab to a murder, attending a retirement function on behalf of the Sheriff, going to a shooting scene and implementing a Critical Incident Policy, responding to weather-related incidents, etc.

The Watch Commander duty was established by Sheriff Stanek shortly after he took office in January, 2007. In fact, the first Watch Commander posting was dated May 14, 2007.

Watch Commander duty has never been included in the Parties' collective bargaining agreement. When first established by the Sheriff's Office on May 14, 2007, Watch Commanders earned their regular rate of pay for all Watch Commander hours. In addition, Watch Commanders earned twenty-four hours of compensatory time for working eight hours on Saturday and eight hours on Sunday. Generally, Lieutenants coming off the Watch Commander seven day schedule would use eight of these twenty-four compensatory time hours to cover their first day off (Monday) following the seven day Watch Commander period. Lieutenants would typically "bank" the remaining sixteen hours of compensatory time to use at a later date. The effect was that a Lieutenant would earn eight hours of compensatory time, and move the weekend days off to another week since the Lieutenant could not take those days off during the consecutive seven Watch Commander days.

Thereafter, the County switched to a twenty-eight day schedule. Under this schedule a Lieutenant is regularly required to work twenty days, with eight days off (160 hours). Under the Watch Commander schedule, the seven Watch Commander shifts are coupled with thirteen additional work shifts to similarly total twenty work days with eight days off (160 hours).

Upon reviewing the Watch Commander program, the Sheriff's Office determined there was no reason for providing Watch

Commanders with compensatory time off for hours worked as Watch Commander, since during their Watch Commander assignment they did not work additional hours over and above their regular schedule. By no longer providing compensatory time off for working Watch Commander duty, the Sheriff's Office is more productive. In fact, the Employer gained 156 additional productive shifts per year, which resulted in a savings to the County in the amount of \$53,664, by no longer providing compensatory time off for Watch Commander duty.

The Sheriff's Office decision to eliminate the compensatory time off for hours worked as Watch Commander was predicated on the County's decision that the Sheriff's Office was required to cut their budget. In fact, all County departments were required to reduce their budgets due to the County's *poor financial condition*. When a department is asked to cut costs, every area must be explored and evaluated. In this case, the Sheriff's Office evaluated what could be cut from their budget without adversely affecting its productivity and found that Watch Commander compensatory time off was an appropriate cut, along with other cuts.

The Arbitrator understands the Union's "not in my backyard" theory, as no one wants to be personally impacted by budget cuts. However, any cost cutting or productivity strategy has the

ultimate benefit of protecting County jobs and programs. Moreover, in this case, Lieutenants assigned to Watch Commander work the same number of hours as they do when working their regular full-time shift (20 days or 160 hours within the 28 day schedule). Thus, the Lieutenants are not being asked to work more for less pay than their regular shifts while on Watch Commander duty. Accordingly, no compensatory time language, as proposed by the Union, is warranted.

It is also noteworthy that even though the Lieutenants suffer the consequences of the Sheriff's Office decision with respect to compensatory time off while being assigned to Watch Commander, the Arbitrator's award with regard to overtime in Issue One should benefit Lieutenants and Captains, all members of the same Bargaining Unit. Thus, the Arbitrator's awards were not a total loss to the Lieutenants who should reap some benefits from the overtime language change in issue One.

**ISSUE FOUR: CLOTHING ALLOWANCE - AMOUNT OF CLOTHING
ALLOWANCE - ARTICLE 31, SECTION 1**

POSITION OF THE PARTIES

The Employer proposes to maintain the status quo of \$800 per year for uniform allowance in accordance with Article 31, Section 1. The Union proposes to increase the uniform allowance by \$200 to \$1,000 per year in accordance with Article 31, Section 1.

AWARD

The Employer's position is sustained. The uniform allowance shall remain at \$800 per year in accordance with Article 31, Section 1.

RATIONALE

There are four basic components to the uniform allowance provided for in Article 31 of the current contract.

1. Employees receive an initial issue of uniform items upon hire.
2. Employees are provided \$800 annually for the purpose of maintaining and replacing approved uniform items.
3. If the basic uniform provided by the Employer is changed (style, color, etc.) the employee's cost in replacing such uniform items is limited to \$75.00.
4. If, in the ordinary course of employment, an employee suffers damage to a uniform item, the Employer shall replace such uniform item.

Because all of the employees in this Bargaining Unit are promoted from within, all have received an initial issue uniform upon hire in the Sheriff's Office. This initial issue uniform includes many items that historically have proven to be serviceable for a long time (e.g., leather belt, badges, hats, jackets, etc.). Further, many of the items initially purchased by the employee are also serviceable for a significant period of time (e.g., all leather goods, handcuffs, impact weapon, etc.). Therefore, in actuality, the \$800.00 annual uniform allowance

provided for in Article 31, Section 1 is essentially a uniform replacement program.

The Union argues that their position should be awarded because in the past few years the Sheriff's Office has made several expensive changes to their uniforms that had to be paid for by the employees. The Union notes that leather items had to be black rather than the old brown color, which were very costly to replace, especially boots. In addition, the Sheriff's Office recently ordered another change in uniforms, requiring that employees change the patches and stitching on their uniforms.

In spite of all of the foregoing changes in uniform, there was no convincing or compelling evidence that the uniform allowance of \$800 would not cover all of the associated costs of purchasing these new items. Thus, there was no economic need shown by the Union for an increase in the uniform allowance.

There are several bargaining units in Hennepin County that have negotiated a provision for uniform allowance, but none exceed the \$800.00 provided annually to members of this Bargaining Unit. This includes the subordinates of members of this Bargaining Unit (licensed Deputies). Also, no Hennepin County bargaining unit, which currently receives a uniform allowance, received an increase in such allowance either in 2010 or 2011. Accordingly, an internal pattern exists for no change

in uniform allowance, which should not be disturbed by the Arbitrator.

Additionally, the licensed Deputies also arbitrated the issue of uniform allowance before Arbitrator Jeff Jacobs during the current round of bargaining. They were unsuccessful in attempting to increase the uniform allowance.

While the evidence establishes that when the Employer has money, it is not uncommon to provide a small increase in the annual uniform allowance. However, the Employer's current financial situation is such that a similar increase was just not advisable during this round of bargaining, especially given that other bargaining units with a uniform allowance provision saw no increase in their uniform benefit.

The Parties are to be complimented on their professional conduct at the hearing and the comprehensiveness of their oral presentations and their written hearing briefs.



Richard John Miller

Dated January 10, 2011, at Maple Grove, Minnesota.