

IN THE MATTER OF ARBITRATION)	OPINION
)	
Between)	AND
)	
LAW ENFORCEMENT LABOR SERVICES,)	AWARD
INC., union)	
)	
and)	
)	BMS CASE: 07-PA-0540
REDWOOD COUNTY, MINNESOTA,)	
Employer)	

Appearances: For the union---Marylee Abrams, General Counsel

For the Employer---Cyrus F. Smythe, Labor Relations Associates

Procedures: The undersigned was selected as Arbitrator in the present Matter through the procedures of the Minnesota Bureau of Mediation Services. A Hearing was held in the Redwood County Board Room in the County Building in Redwood Falls, Minnesota, on October 24, 2007, commencing at noon, and ending about 12:30. With the exchange of letter briefs on November 26, 2007, the Record in this matter was closed.

The Parties

The Employer is a medium-sized Minnesota county; the Union represents deputy Sheriffs, Jailer/Dispatchers and possibly other classifications in the Redwood County Sheriff's Department. Employer and Union are parties to a Labor Agreement in effect from January 1, 2005 through December 31, 2007. Several key elements in that Labor Agreement, including that central to the present Matter, derive from an interest arbitration award handed down by Arbitrator John Remington on August 3, 2006.

Issue

As posed by the Union: did the Employer violate the labor contract when it limited access to the employee's full 2005 uniform allowance? While perhaps quibbling about the language of the union framing, the Employer's framing is not inconsistent and in part consists of a factual assertion: "all employees who complied with the requirements of Article 17.1.3 received the amounts stipulated in the Article." No one has suggested that assertion is incorrect.

Analysis

The complete text of section 17.1.3 reads as follows:

The uniform maintenance and replacement allowance for deputy sheriffs/investigators shall be up to \$600 for the year in 2005; up to \$600 for the year in 2006; and up to \$600 for the year in 2007. Employees shall submit receipts for all cleaning bills and uniform purchases under this Article to the Employer on a quarterly basis for reimbursement. Said receipts shall be dated and shall specify the items cleaned and/or purchased.

The figure of \$600 represents an increase in the maximum annual uniform allowance as awarded by Arbitrator Remington on August 3, 2006. Clearly, the increase for 2005 is retroactive. How is an officer supposed to access this additional amount for 2005?

One possibility would be to read some type of suspension of the requirement for regular, timely quarterly submission of claims into Arbitrator Remington's award, made as it was fully seven months after the time for submission of 2005 claims had run out.

But this was not the way things were handled in fact. Joint Exhibit 3 indicates that four deputy sheriffs (Morris, Farasyn, Campbell and Jacobson) and two jailer/dispatchers (Gaffney and Quesenberry) turned in receipts exceeding the old allowance and received retroactive payments after the new contract terms were settled. Their payments were small—between \$2 and \$25. A different approach was taken to larger 2005 expenditure over-runs (between \$31 and \$186: three deputy sheriffs (De Bileck, Mertens and Meyer) were allowed to draw on their 2006 allowance, and the 2005 increase was then used to reduce or eliminate that draw-down.

So, what is the gist of the grievants' claim that they were unable to access the entire uniform allowance? It lies in a memory of the not-so-distant past. As witness Dean Mann testified, there are three types of possible uniform arrangements: the provide system, where the Employer simply provides the uniform; a voucher system, where the Employer pays against receipts (the current Redwood County system); and a single check system, where the employer simply gives a check to the employee for the total allowance.

Redwood County had a single check or "lump sum" system through the 1998-1999 Labor Agreement. That was changed by the 2000-2001 Agreement: effective January 1, 2001, the Sheriff's Department went to a voucher/reimbursement system.

Naturally, if one sees a retroactive, but largely inaccessible, sum of money which one would have had an unquestioned right over under prior Labor Agreements, one may think one still has a right to that money. Not so.

AWARD

The grievance is denied in its entirety.

Given at Minneapolis, Minnesota this twenty-eighth day of December 2007.

James G. Scoville, Arbitrator.