

MAP WINS ANOTHER GRIEVANCE! Chicago State University Chapter #297 — maintaining pay parity between salaries of police officers.

This grievance was argued on behalf of this chapter by MAP attorney Ron Cicinelli. The arbitrator was Katherine Gerstenberger.

I. STATEMENT OF THE ISSUES

The Arbitrator frames the issues to be decided in this case as follows:

Whether Chicago State University violated Article X, Section 10.2, of the collective bargaining agreement by failing to maintain parity between the salaries of Police Officer I's and Police Officer III's, as required by the contract; if so, what is the appropriate remedy?

II. RELEVANT CONTRACT PROVISIONS

ARTICLE II MANAGEMENT RIGHTS

Section 2.1 Management Rights

Except as specifically limited by the express provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Chicago State University Police Department in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine, increase or decrease the budget and all the operations, services, policies, practices and missions of the Chicago State University Police Department; to supervise and direct the working forces including the right to utilize working supervisors; to establish the qualifications for employment and to employ employees both internally and externally to other police-related assignments or functions; to schedule and assign work; to establish and eliminate specialty positions and to select personnel to fill them; to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and contract out services; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees and to establish the standards for such promotion, to establish performance standards, to discipline, suspend and/or discharge non-probationary employees for cause; to change or eliminate existing methods, practices, equipment or facilities or introduce new ones without having to negotiate over the effects of such change; to determine fitness and training needs and to assign employees to training; to determine work hours (shift hours) and to change them from time to time; to determine and implement internal investigation procedures; to increase or decrease the size of the work force....

ARTICLE V
GRIEVANCE PROCEDURE

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Step Four: Arbitration

* * *

C. The arbitrator shall have no power, in his or her decision or award to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her as raised and presented in writing at Step One and shall have no authority to make his or her decision on any issue not so submitted. His or her decision shall be based solely on an interpretation of the meaning or application of this Agreement to the facts of the grievance presented....

* * *

ARTICLE X
WAGES

Section 10.1 Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement, as Appendix "A". All wages shall be effective and retroactive to August 1, 2007.

Section 10.2 Maintaining Parity

It is the intent of Chicago State University to maintain parity between Police Officers I's and Police Officer III's. The parties will meet to discuss and implement an increase to the wage schedule so as to maintain parity between the ranks by a minimum of ten percent (10%). All wages shall be retroactive. Parity shall mean the difference in pay between the highest paid POI and the starting salary of probationary POIII. All parity adjustments shall be made upon the conclusion of the POI salary adjustments following completion of a collective bargaining agreement.

* * *

ARTICLE XX
ENTIRE AGREEMENT

Section 20.1 Entire Agreement

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by The Employer as provided in the management rights clause, Article II. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. The Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

The Agreement shall not supersede applicable Federal and State laws, including the State Universities Civil Service System of Illinois Statutes and Rules, and the Statute of the State Universities Retirement System, and those laws as they may be amended from time to time.

(Er. Ex. 1)

III. STATEMENT OF THE CASE

Chicago State University ("CSU" or "University") is a fully accredited public university located in Chicago, Illinois. The Metropolitan Alliance of Police, Chapter #297 ("Union" or "Chapter #297"), is the exclusive bargaining representative of the University's employees in the classification of Police Officer III ("sergeant"). The University and the Union are parties to a collective bargaining agreement effective August 1, 2007, to July 31, 2011. (Er. Ex. 1) On November 20, 2009, Sgt. Veronica Harris, Chapter #297 steward, filed a written grievance on behalf of the Chapter, stating that the University had violated Section 10.2 of the collective bargaining

agreement by failing to maintain parity, as defined in the contract, and by failing to make the appropriate salary adjustments for the Police Officer III classification (“sergeants”) following the salary adjustments negotiated for the Police Officer I (“police officers”) classification. (Un. Ex. 11) The University denied the grievance and asserted that it had not violated the contract.

The parties were unable to resolve the dispute, and an arbitration hearing was conducted before the undersigned arbitrator on May 20, 2010, in Chicago, Illinois. The parties were afforded full opportunity to present all evidence they desired, including the examination and cross-examination of all witnesses. No formal transcript of the proceeding was made. Both parties submitted post-hearing briefs that were received by June 30, 2010, whereupon the record was closed.

IV. SUMMARY OF RELEVANT EVIDENCE

The record reflects that sergeants were not included in the police officer bargaining unit until the collective bargaining agreement effective August 1, 2004, to July 31, 2007. The 2004-2007 agreement was negotiated by Sgt. Veronica Harris, the Chapter #297 representative, and Nancy Hall-Walker, the University’s former General Counsel. According to Harris’ testimony, during the negotiations for Section 10.2, “Maintaining Parity,” she and Hall-Walker agreed that the difference between the salaries of the highest paid police officer (POI) and the lowest paid sergeant (POIII) would constitute “parity,” and that parity would be maintained by the University at 10%. Article X, Section 10.2 of the 2004--2007 contract provided:

It is the intent of Chicago State University to maintain parity between Police Officer I's and Police Officer III's. The parties will meet to discuss and implement an increase to the wage schedule so as to maintain parity between the ranks. (Un. Ex. 2)

According to the text of a grievance filed by Harris on March 15, 2007 (Un. Ex. 1), the pertinent facts of which were not disputed at the hearing in the present case, Harris met with Hall-Walker on October 30, 2006, to point out that the differential in salaries between the police officers and sergeants was 8%, not 10%. Hall-Walker told Harris that the University would honor Section 10.2 of the contract at the completion of negotiations with the police officers, but that the University could not make parity adjustments to the sergeants' salaries until negotiations for the police officers' wages had been completed.

After the wage increases negotiated by the police officers were implemented on February 15, 2007, Harris again contacted Hall-Walker regarding the parity adjustments for the sergeants, and was told that the sergeants would be taken care of soon. On March 13, 2007, Harris received a letter from Hall-Walker stating that the salary difference between the highest paid police officer and the lowest paid sergeant was almost 8%, and that this difference satisfied the parity requirement of Section 10.2.

On March 15, 2007, Harris filed a grievance on behalf of Chapter #297, contending that the University violated Section 10.2 of the contract by failing to honor the agreement of the parties to maintain a difference of 10% between the salaries of the highest paid police officer and the lowest paid sergeant. (Un. Ex. 1) By letter dated April 2, 2007, Hall-Walker responded to the Union's grievance,

stating that currently there was an 8% difference in salary between the police officers and the sergeants, and that, therefore, the University was not in violation of Section 10.2 of the contract. (Un. Ex. 5)

After the University's denial of the grievance, the Union invoked the arbitration clause of the contract and requested an arbitration panel from the Federal Mediation and Conciliation Service. The parties selected Arbitrator James R. Cox to arbitrate their dispute. Prior to the arbitration hearing, however, the parties reached a settlement of the grievance. On October 1, 2007, Hall-Walker set out the terms of the settlement in a letter to counsel for Chapter #297. Her letter stated in part: "Per our conversation on September 26, 2007, Chicago State University has agreed to settle the grievance regarding parity between Police Officer I's and Police Officer III's. Parity shall be ten percent (10%) retroactive to August 1, 2006." (Un. Ex. 8)

Soon after the settlement of the grievance, the parties began negotiations for the current contract. (Er. Ex. 1) Harris and Hall-Walker again participated in the negotiations, and both testified at the hearing in the present case. Hall-Walker testified that at the outset of negotiations, the Union stated that it wanted the contract to clearly state the salary differential that would constitute parity under Section 10.2. According to Hall-Walker's testimony, the University agreed to a 10% wage differential that would be based on the difference between the salaries of the highest paid police officer and the lowest paid sergeant. Hall-Walker asserted that the 10% difference in salary would be based, not on the wage rates appended to the

contract, but on the salaries of the individuals currently holding the positions of most senior police officer and most junior sergeant. Hall-Walker contended that this method of determining the salary differential conformed to the past practice of the parties. She contended that this view is supported by notes she took during the negotiations. Thus, on a draft copy of Section 10.2, she had written "status quo" and "will accept" during contract negotiations. Hall-Walker summarized the University's position as follows: if the difference in salary between the highest paid police officer and the lowest paid sergeant is at least 10%, the University has satisfied its obligations, and no further action must be taken with regard to Section 10.2.

Hall-Walker acknowledged on cross-examination that an outside person reading the language of Section 10.2 could interpret it as calculating the 10% parity separation on the wage rates of positions, rather than on named individuals. In view of this, she stated that she sent an internal memorandum to the Police Chief and the Director of Human Resources stating that parity is based on past practice. This memorandum is not in evidence.

Sgt. Harris testified that in view of the dispute between the parties regarding what constituted parity under Section 10.2 under the prior contract, the Union had two specific goals to achieve during negotiations for the new (2007-2011) contract. One of the Union's goals was to change the language of Section 10.2 so that the 10% salary differential between the highest paid police officer and the lowest paid sergeant would be clearly set out in the contract. Moreover, since, unlike during negotiations for the prior contract, there were no longer any employees in the

position of probationary sergeant, the Union also wanted to change the language of Section 10.2 to make it clear that the reference to the lowest paid sergeant was intended to refer to the wage rate of a probationary sergeant, not a full sergeant.¹

The record reflects that there currently is a 10% salary separation between the highest paid police officers (Mark Porter and Geoffrey Bassett) and the lowest paid sergeant (Calvin Robins). The University contends, therefore, that parity has been achieved. Harris, however, asserts that this separation does not constitute parity within the intent of the Section 10.2 since it measures the difference in salary between these individual employees, and not between the wage rates of the positions of highest paid police officer and probationary sergeant, as required by Section 10.2.

The current collective bargaining agreement was executed by the parties in September 2008. The new language of Section 10.2, "Maintaining Parity," provides:

It is the intent of Chicago State University to maintain parity between Police Officer I's and Police Officer III's. The parties will meet to discuss and implement an increase to the wage schedule so as to maintain parity between the ranks by a minimum of ten percent (10%). All wages shall be retroactive. Parity shall mean the difference in pay between the highest paid POI and the starting salary of probationary POIII. All parity adjustments shall be made upon the conclusion of POI salary adjustments following completion of a collective bargaining agreement. (Er. Ex. 1)

On November 20, 2009, the Union filed the subject grievance, claiming that the University had failed to make the appropriate parity adjustments to the

¹ At the time the parity provision was negotiated under the prior contract, there was one probationary sergeant, Calvin Robins. By the time negotiations began for the current contract, Robins had been promoted to full sergeant.

sergeants' wages as required by Section 10.2 of the contract. (Un. Ex. 11) The University denied the grievance.

Dr. Renee Mitchell testified that she was hired by the University as Director of Human Resources in October 2009. It was her responsibility to review the 2007-2011 contract and draft Appendix A, the Sergeants' Wage Schedule. She testified that Appendix A reflects a 4% salary increase for each year of the contract and for each step, meaning that the employee receives an additional 4% pay increase every other year when he/she moves up a step. According to Mitchell's testimony, Appendix A helps the University anticipate its expenses and also allows the employees to determine their pay rates throughout the contract term.

Mitchell had been employed by the University for approximately one month at the time the subject grievance was filed on November 20, 2009. Since she was unfamiliar with the terms of the contract, she invited Sgt. Harris and Chapter #297's attorney to meet with her and explain the Union's interpretation of Section 10.2. After this meeting, which occurred in early December 2009, she met with Nancy Hall-Walker to learn the University's interpretation of Section 10.2.

Mitchell testified that she based her own interpretation of Section 10.2 on the prior and current contract language, her discussions with Union and University representatives, and a two-sentence paragraph that is contained in an attachment to the prior contract. (Un. Ex. 12 at 2) This paragraph is set out under a salary schedule for sergeants for the period August 2006 through July 2007, and states: "Equity exists between the two classes (PO & SGT) when the minimum of the two

salary ranges has a difference of 20%. The other standard is a 10% difference from the least senior SGT and the most experienced PO.”²

According to Mitchell’s testimony, it was her opinion that if the University adopted the Union’s interpretation of Section 10.2, it would change the economics of the contract. Moreover, the sergeants would receive a 10% increase even if no employee were employed in the position of probationary sergeant. Mitchell stated that under the Union’s view of Section 10.2, the sergeants would receive more than a 4% increase each year, and, based on longevity, would get more than 8%, thus changing the economics of the agreement.³

On December 14, 2009, Mitchell drafted and submitted the University’s third step response to the subject grievance. (Un. Ex. 12 at 1) Her response stated in part the it was her belief “that the intent of the language within Section 10.2 Maintaining Parity is to maintain a 10% difference between the least senior SGT (Calvin Robins - \$30.47) and the most experienced PO (Dennis Edmonds - \$26.67 as of 12/28/09).” (Un. Ex. 12) In support of this opinion, Mitchell relied in part on the language

² Mitchell acknowledged that this paragraph came from notes taken during negotiations for the prior contract, and it is unclear whether the paragraph was written by the Union or the University. Hall-Walker, who was present during negotiations for the prior contract, did not offer testimony regarding this paragraph.

³ According to Mitchell’s testimony, if the University adopted the Union’s interpretation, it would create a financial hardship inasmuch as the University had recently eliminated 126 positions, and no salary increases were being given in fiscal year 2009-10. Mitchell further stated that the University’s sergeants are the highest paid sergeants in Chicago, although on cross-examination, she acknowledged that under a new contract, the sergeants employed by the University of Illinois at Chicago are paid more than CSU’s sergeants.

contained in an attachment to the prior contract (see discussion above) referring to a 10% separation between “the least senior SGT and the most experienced PO.” (Un. Ex. 12 at 2). This language persuaded Mitchell that the parties intended parity compensation to go to a person, not a position. Based on her interpretation, Mitchell denied the grievance on behalf of the University, asserting that the University had not violated the contract.

The parties were unable to come to an agreement on the issues presented by the grievance, and the matter proceeded to arbitration.

V. POSITIONS OF THE PARTIES

A. Union’s Position

The Union argues that the language and intent of Section 10.2 of the collective bargaining agreement is clear. Thus, under this provision, the parties agreed that the University shall maintain parity between Police Officer I’s (police officers) and Police Officer III’s (sergeants), and that parity shall mean the difference in pay between the highest paid police officer and the starting salary of a probationary sergeant. The Union asserts that under Section 20.1, “Entire Agreement,” the contract constitutes the complete and entire Agreement between the parties. This section further provides that the parties had the unlimited right and opportunity to make demands and proposals with respect to any collective bargaining subject, and that the understanding and agreements of the parties are set

forth in the Agreement. The Union submits, therefore, that the University cannot now attempt to change the clear language of the contract.

The University argues that parity means the difference in pay between the highest paid police officer and the lowest paid sergeant, based on the individuals holding those positions, not based on the pay rate of those positions. In this regard, the University submits that the difference in pay between the highest paid police officers, Geoffrey Bassett and Mark Porter, and the lowest paid sergeant, Calvin Robins, is 10%, and that parity, therefore, is being maintained by the University.

The Union disputes this definition of parity and points to the contract language itself, which provides that "parity is the difference in pay (10%) between the highest PO I and the starting salary of probationary PO III." Calvin Robins is not a starting salary probationary sergeant, and the University violated the contract by using his salary to calculate parity.

The Union requests that the Arbitrator sustain the grievance and order the University to honor the contract and maintain a difference of 10% between the positions of the highest PO I and the starting salary of a probationary sergeant, and award retroactive pay to the sergeants for its failure to do so, along with 7% interest on all moneys due retroactively, and award any other relief that is deemed fair.

B. University's Position

The University asserts that the purpose of the parity provision of the contract is to create a 10% separation in salary between the police officers and sergeants,

and that that intent has been effectuated inasmuch as there currently is a 10% salary differential between the highest paid police officer and the lowest paid sergeant. The University submits that the Union seeks an interpretation of the contract that would not only result in a greater than 10% differential in salaries, but would increase the salaries of all members of the CSU police force by greater than 4%. This would provide the Union with an increase that was not bargained for or agreed upon during negotiations.

The University asserts that the intent of Section 10.2 is to maintain parity between the individuals currently employed in the positions of highest paid police officer and lowest paid sergeant, not parity between the pay rates for these positions, regardless of whether there are employees currently filling the positions. In support of this argument, the University cites the salary of the two employees who currently are the highest paid Police Officer I's, Dennis Edmonds (\$26.67/hour), and the employee who currently is the lowest paid sergeant, Calvin Robins (\$30.47/hour). The University emphasizes that there is in fact a 10% separation between these individuals.

It is the University's contention that the only reference to the economic agreement between the parties is the salary schedule, Appendix A. Changing the salary schedule, pursuant to the Union's interpretation of Section 10.2, would change the economics and the agreement. The current agreement, the University notes, gives sergeants a 4% increase every year, and an additional 4% increase every other year for a total of 12% every two years and 24% over the four-year life

of the contract. According to the University, changing the economics of the agreement would result in a financial hardship that the University did not negotiate. In short, the Union seeks a 12% increase in salary when the University was recently forced, because of budget cuts, to lay off more than 10% of its staff.

It is the University's assertion that all reference to parity in the past was measured by comparing the salaries of actual employees. It asserts that a course of conduct that is the understood and accepted way of doing things over an extended period of time is mutually binding and enforceable. The University concludes that the evidence clearly establishes that it is in compliance with the collective bargaining agreement and requests that the grievance be denied.

VI. DISCUSSION AND FINDINGS

The subject grievance involves a matter of contract interpretation. As such, it is the Union's burden to prove by a preponderance of the evidence that the University violated the collective bargaining agreement by failing to maintain "parity" between the University's Police Officer I's ("police officers") and Police Officer III's ("sergeants"), within the meaning of Article X ("Wages"), Section 10.2 ("Maintaining Parity") of the contract. Section 10.2 provides:

It is the intent of Chicago State University to maintain parity between Police Officer I's and Police Officer III's. The parties will meet to discuss and implement an increase to the wage schedule so as to maintain parity between the ranks by a minimum of ten percent (10%). All wages shall be retroactive. Parity shall mean the difference in pay between the highest POI and the starting salary of probationary POIII. All parity adjustments shall be

made upon the conclusion of POI salary adjustments following completion of a collective bargaining agreement. (Er. Ex. 1)

The Union argues that the language of Section 10.2 is clear and unambiguous, and that under this provision, parity is the difference in salary between the highest paid police officer and the starting salary of a probationary sergeant. The Union further emphasizes that under Article XX, Section 20.1 ("Entire Agreement"), the contract supersedes and cancels all prior practices and agreements, written or oral, that conflict with the express terms of the agreement.

The University acknowledges that Section 10.2 requires it to maintain parity between the ranks, but argues that parity has always been measured as the difference in salary between the employee currently holding the highest paid police officer position and the employee currently employed in the lowest paid sergeant position. The University denies that parity means the difference in salary between the highest paid police officer classification and the lowest paid sergeant classification. The University submits that it was the intent of the parties to adhere to the way the University has calculated parity during the terms of the current contract and the prior contract.

The contract in the subject case places restrictions on an arbitrator's authority to interpret the meaning of the contract or the intent of the parties. In this regard, the grievance procedure specifically states:

The arbitrator shall have no power, in his or her decision or award to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement....His or her decision shall be based solely upon an interpretation

of the meaning or application of this Agreement to the facts of the grievance presented....

Article V, Step Four ("Arbitration"), §C (Er. Ex. 1 at 9)

Article XX, Section 20.1 ("Entire Agreement") narrows the ability of either party to raise issues falling outside the express terms of the contract. Section 20.1 states in part:

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement....(Er. Ex. 1 at 44)

In addition to the restrictions placed on the arbitrator's authority by the contract terms discussed above, arbitral case law also has carved out important principles regarding contract interpretation by an arbitrator. It is one of the basic principles of arbitration law that an arbitrator has no authority to look outside the terms of the collective bargaining agreement itself to determine the intent of the parties when the contract language in issue is clear and unambiguous. City of Miami, Florida, 122 LA 1541, 1547 (Benedetto, 2006). In addition, where the arbitrator finds the language of the contract to be unambiguous, he/she will enforce the clear meaning, even though the parties to the agreement disagree as to its meaning. Elkouri & Elkouri, How Arbitration Works, 6th ed. 482-483 (BNA Books, 2003). As stated by the arbitrator in Sonoma-Marin Publishing Co., 83 LA 512, 516 (Griffin, 1984):

[T]he fact that disputed language is subject to more than one interpretation does not mean that said language is, therefore, unclear.

Equally accepted by arbitrators is the principle that evidence of custom and past practice may be used only to: 1) provide the basis for deciding matters not included in the written contract, 2) indicate the proper interpretation of ambiguous contract language, or 3) support allegations that the clear contract language has been amended by mutual action or agreement representing the intent of the parties. How Arbitration Works, supra at 630. In cases where the arbitrator is asked to examine the past practice of the parties, consistent arbitral law holds:

An indispensable ingredient in elevating practice to binding contract obligation is that *both* of the parties knowingly or consciously acquiesce to the practice, such that *mutual agreement* is fairly inferred from their conduct.

Wackenhut Services, Inc., 112 LA 798, 800 (Crider, 1999).

Applying these principles to the facts of the case before me, the first issue to be addressed is whether the language of Section 10.2 of the contract is clear and unambiguous. An examination of the disputed provision persuades me that the language is indeed clear and unambiguous. The intent of the parties in adopting the language of Section 10.2 is clearly set out in the section's five sentences, summarized as follows:

1. It is the intent of the parties to maintain parity between Police Officer I's and Police Officer III's.
2. The parties agree to meet in order to discuss and implement an increase to the wage schedule so as to maintain parity between the ranks by a minimum of ten (10%) percent. (emphasis added)
3. All wages shall be retroactive.

4. Parity shall mean the difference in pay between the highest POI and the starting salary of a probationary sergeant. (emphasis added)

5. All parity adjustments shall be made upon the conclusion of the POI salary adjustments, following completion of the POI's collective bargaining agreement.

In my opinion, there is no ambiguity in any of these provisions, or in Section 10.2 as a whole. Accordingly, it would be improper for me to give weight to the testimony of the University's former General Counsel, Nancy Hall-Walker, or Renee Mitchell, Director of Human Resources, regarding the intent of the parity provision or the University's past practice with regard to measuring parity. Even if this arbitrator were to consider this testimony, however, it must be noted that the University's failure to maintain parity as the Union asserted it was obligated to do so was immediately and consistently challenged by the Union through direct contact with University officials, and through the grievance procedure. The Union's challenges to the University's interpretation of Section 10.2 negate any possible claim by the University that there existed a past practice that was acquiesced to and mutually agreed upon by the parties, a prerequisite to a finding of a binding past practice.

The University contends that changing the wage schedule, pursuant to the Union's interpretation of Section 10.2, would change the economics of the agreement, and would result in a financial hardship that the University would not have agreed to. While I do not lightly dismiss the University's claim of financial hardship, such claim cannot override or supersede clear contract terms. Further, as previously discussed, the arbitrator has no authority to alter the express terms of the contract. Most important, the plain language of the contract anticipates that the

economics of the contract will be impacted if the wage schedule is changed to reflect parity adjustments. Thus, Section 10.2 provides very clearly that after the police officers' salary adjustments have been implemented by the University, the parties will meet "to discuss and implement an increase to the wage schedule so as to maintain parity between the ranks." (emphasis added)

In sum, I find that the preponderance of the record evidence supports the Union's contention, as stated in the subject grievance, and that the University violated the terms of Section 10.2 of the contract by failing to maintain parity between the salary of the highest paid police officer and the starting salary of a probationary sergeant. In view of this finding, I sustain the subject grievance.

VII. AWARD

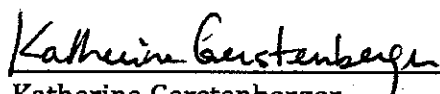
Based on the record as a whole, and the findings, analysis and discussion set forth above, I find that the Employer, Chicago State University, violated Section 10.2 of the collective bargaining agreement by failing to maintain parity, as defined as a minimum of a 10% difference in salary between the highest paid police officer (POI) and the starting salary of a probationary sergeant (POIII). Accordingly, the University is directed to abide by the terms of Section 10.2 of the contract, and to pay each of the sergeants impacted by the University's incorrect interpretation of the meaning of the term parity, retroactive parity pay from the date the POI's salary adjustments were implemented under their current agreement, to the present.⁴ I

⁴ I find insufficient basis upon which to direct the University, as requested by the Union, to pay interest on back pay payments. This request, therefore, is denied.

further direct the University to revise the wage schedule, Appendix A to the contract, to reflect the proper parity increases throughout the term of the contract.

The grievance is sustained.

DATED: August 28, 2010


Katherine Gerstenberger
Arbitrator