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STATE OF WISCONSIN

BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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 In the Matter of the Petition of :  
 :  
 TEAMSTERS UNION LOCAL NO. 579 :  
 :  
 To Initiate Mediation-Arbitration :  
 between Said Petitioner and :  
 :  
 ROCK COUNTY :  
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Case CXIV  
 No. 25519 MED/ARB-570  
 Decision No. 17729-B

Appearances:

Goldberg, Previant, Uelmen, Gratz, Miller, Levy &  
 Brueggeman, Attorneys at Law, by Mr. Scott D.  
 Soldon, appearing on behalf of the Union.  
Mr. Bruce K. Patterson, Employee Relations Consultant,  
 appearing on behalf of the Employer.

ARBITRATION AWARD

Pursuant to Section 111.70(4)(cm)6.b. of the Municipal  
 Employment Relations Act, the Wisconsin Employment Relations  
 Commission appointed the undersigned to serve as Mediator-  
 Arbitrator in the matter of a dispute between Teamsters  
 Union Local No. 579, hereinafter the Union, and Rock County  
 (Probation Department), hereinafter the Employer or County.  
 Mediation, as contemplated by the statute, was conducted at  
 Janesville, Wisconsin by the undersigned on May 15, 1980.  
 Mediation efforts failed to produce voluntary settlement,  
 and by prior agreement of the parties, the undersigned con-  
 vened an arbitration hearing on May 15, 1980, subsequent  
 to mediation. The proceeding was not transcribed. The  
 parties elected to file briefs which were exchanged by the  
 undersigned on June 13, 1980.

THE ISSUES:

There are two unresolved issues in the instant proceed-  
 ing. The parties are in dispute over salary and mileage  
 reimbursement to be set forth in the reopened collective  
 bargaining agreement for the period of December 23, 1979,  
 through December 21, 1980. The Union's final offer proposes  
 that all wages be increased by 15% and that the mileage travel  
 allowance be increased to 27¢ per mile with an additional  
 increase of 1¢ per mile for each 5¢ per gallon increase in  
 the price of gasoline based on the price average as computed  
 by Rock County and to be reviewed quarterly. The final offer  
 of the County proposes that effective December 23, 1979, all  
 base wages be increased by 7% and that effective June 22, 1980,  
 all base wages be increased by 4%. The Employer's final offer  
 includes 25¢ per mile travel reimbursement.

The statute requires that the Mediator-Arbitrator acting  
 as arbitrator adopt without modification the final offer of  
 one of the parties on all disputed issues. The decision of  
 the arbitrator is final and binding upon the parties and shall

be incorporated into a written collective bargaining agreement. Section 111.70(4)(cm)7, Wis. Stats., sets forth the criteria to be relied upon by the undersigned in rendering an award.

ARGUMENTS:

The probation department is a court-connected agency providing intake and dispositional services to juvenile offenders. Seven Probation Officers are employed by the department. Said employees have been organized for the purposes of collective bargaining since 1977.

The Union contends that probation department employees historically have been comparable to persons employed in the social services department. The Union argues that the duties, skills and education relevant to positions in the respective departments are equal. The Union asserts that in 1973, salaries were identical within the departments (\$8520 annually). However, the social services department became unionized in 1973, and thereafter, according to the Union, salary differentials have consistently widened between the groups. In 1979, the annual starting salary in social services was \$12,513 while the annual starting salary in juvenile probation was \$10,759. As a result of collective bargaining for 1980, employees in the social services department received an increase of 9% raising the starting salary to \$13,639.

The thrust of the Union's final offer on salary is to progress toward the re-establishment of parity with the social services department. The Union claims that similarities between the departments' functions and staff have been acknowledged by the fact that the two departments have been considered for merger on several occasions.

The Union argues that the salaries of intake workers employed in neighboring counties and counties of similar size are the most appropriate for comparison to salaries paid in the Rock County probation department. The Union asserts that department employees are underpaid in comparison to employees in similar positions in the counties of Kenosha, Racine, Jefferson, Winnebago, Outagamie and Brown and employees of the Bureau of Community Corrections, Department of Health and Social Services, State of Wisconsin.

The Union further argues that its position is supported by the cost of living which has been increasing at an annual rate of 18%. The Union avers that its proposal of a 15% wage increase is the more reasonable of the two final offers in view of the rate of inflation and current inequities in pay among the two county departments. According to the Union, it will take several years for the wages of the Probation Officers to "catch up" with those of Social Service employees. However, the Union argues that employees of the probation department are entitled to seek "catch up" and to reclaim the historical parity they have had with employees in the social services department.

The Union notes that three county bargaining units, including the unit of social workers, have the mileage escalator clause proposed by the Union herein in their contracts. The Union claims that county social workers

have been covered by a negotiated mileage escalator clause since 1974. In addition, the Union contends that county board supervisors, members of standing committees and employees not covered by collective bargaining contracts also receive the proposed mileage escalator. Accordingly, the Union asserts that its mileage reimbursement proposal is the more reasonable of the two as the county has provided the same mileage terms proposed by the Union to other bargaining units, unrepresented employees and officials.

The County contends that its final offer is the most reasonable on the basis of comparables and in view of the pattern of settlements among other Rock County bargaining units and among probation and intake workers in similar, court connected county departments. The Employer claims that court connected probation departments in the State are most appropriate for comparison to Rock County because of the similar utilization of personnel. The County asserts that its final offer compares favorably with the average compensation paid employees in court connected probation departments in the counties of Eau Claire, Fond du Lac, Green, Marathon, Outagamie, Walworth and Winnebago.

The Employer contends that its final offer is consistent with the pattern of voluntary and arbitrated settlements reached in eleven other bargaining units covering 900 county employees. According to the County, 1980 settlements in County units have ranged from 7.3% to 9.4%. The Employer's proposal generates an actual increase of 9.14% over the life of the contract, pegging wages at the end of the contract to an amount 11.28% higher than the previous contract rates. The County argues that the pattern of settlements for 1980 among court connected probation departments has been in the range of 7.1 to 9.2%.

The County avers that the shared pay schedules for probation and social service department employees prior to 1974 was attributable to the State Merit system which ceased with State support and controls in 1974.

The County argues that its proposal of 25¢ per mile travel reimbursement is reasonable and within the range of settlements reached with other county units. The Employer asserts that two other units agreed to the 25¢ per mile rate and that the level of travel reimbursement to county employees ranges from 15¢ per mile to 29¢ per mile.

#### DISCUSSION:

The positions of both parties are supported by meritorious arguments. Increases in the cost of living and the granting of a mileage escalator to other county employees clearly weigh in favor of the Union's position. Indeed, this arbitrator would award the position of the Union on the issue of mileage reimbursement standing alone on the basis that such an escalator clause has been granted other county employees and officials. However, the County makes a strong argument with respect to the pattern of voluntary and arbitrated wage settlements particularly among other Rock County bargaining units. This arbitrator concurs with the opinion expressed by Arbitrator Zel Rice in City of Mil-

waukeee, May 12, 1980 (Decision No. 17197-A), wherein he stated that:

"An award by this arbitrator that departed from the pattern agreement reached with other bargaining units as a result of negotiations and as a result of other mediation/arbitration proceedings would do violence to the bargaining process between the Employer and the Unions with which it bargains. There would be no reason for either the Employer or the Unions to engage in bargaining to reach the best possible agreement for each side if it would be possible to utilize the mediation/arbitration process or shop for an arbitrator and obtain a more favorable agreement."

For 1980, the pattern of settlements among Rock County bargaining units has been in the range of 7.14% to 9.4%. In the opinion of the undersigned, disruption of the internal pattern of settlements through an arbitration award which grants a larger increase than that realized under the voluntary settlements would be inappropriate without evidence that there are significant, overriding considerations which justify such an increase.

The Union argues that the 15% pay increase included in its final offer is justifiable on the basis of catch up between employees in the probation department and county social workers. The Union contends that wages in those departments have been historically related and that the duties, education and skills of employees in the two departments are so similar as to support a finding that such employees perform equivalent work.

The record before the arbitrator indicates that wage parity between the departments was broken in 1974. Although the Union asserts that the merger of the two departments has been given recent consideration, there is no indication that any changes have occurred which either impact upon this round of bargaining or support the awarding of catch up.

The Union further argues that the wages of the probation department employees are significantly behind wages paid to comparable employees in neighboring counties and counties of similar size. The undersigned is not persuaded that the comparative data supports a wage increase which would exceed the pattern. In the opinion of this arbitrator, the Employer's offer is not unreasonable in view of the fact that among comparables offered by the County, neither final offer would change the County's relative compensation rank of fourth out of eight.

Based on the above and foregoing and in view of the statutory considerations, this arbitrator concludes that the County's offer is more reasonable on the central issue of wages. Accordingly, the undersigned makes the following

AWARD

That the final offer of the County be incorporated into a written agreement or as required by statute.

Dated this 4<sup>th</sup> day of September, 1980 at Madison, Wisconsin.

BY: Kay B. Hutchison  
Kay B. Hutchison  
Mediator-Arbitrator