

7 0 0 0 0

FEB 15 1984

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Mediation/Arbitration

Between

LACROSSE COUNTY

Decision No. 20640-A

and

LACROSSE COUNTY TELECOMMUNICATIONS ASSOCIATION

Appearances: James G. Birnbaum, Attorney at Law, for the Association
Ray A. Sundet, Corporation Counsel, for the Employer

The LaCrosse County Telecommunications Association, hereinafter referred to as the Union, is a labor organization representing employees in a collective bargaining unit consisting of all full time and regular part time employees in the LaCrosse County Emergency Dispatch Center, excluding supervisory, professional, confidential and all other employees. LaCrosse County hereinafter referred to as the Employer, is a municipal Employer.

On November 11, 1982 the parties exchanged their initial proposals on matters to be included in an initial collective bargaining agreement. Thereafter the parties met on three occasions in efforts to reach an accord on a new collective bargaining agreement. On January 27, 1983 the Union filed a petition requesting that the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, initiate mediation-arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act. On January 26, 1983 a member of the Commission staff conducted an investigation which reflected that the parties were deadlocked in their negotiations and by April 26, 1983 the parties submitted their final offers, attached hereto and marked Exhibits "A" and "B", as well as a stipulation on the matters agreed upon; and the investigator notified the parties that the investigation was completed and advised the Commission that the parties remained at impasse.

The Commission concluded that an impasse existed between the parties with respect to negotiations leading towards a new collective bargaining agreement covering wages, hours and conditions of employment and it ordered mediation-arbitration. On June 22, 1983 the commission issued an order appointing Zel S. Rice II as the mediator-arbitrator to endeavor to mediate the issues in dispute,

and should that not result in a resolution of the impasse, to issue a final and binding award to resolve said impasse by selecting either the total final offer of the Union or the total final offer of the Employer.

A mediation session was conducted on July 11, 1983 in the City of LaCrosse and at the end of the day the parties remained at impasse. The mediator-arbitrator then declared the mediation phase of the proceedings at an end and an arbitration hearing was scheduled for September 16, 1983. The hearing was conducted at LaCrosse, Wisconsin and the parties were given an opportunity to present evidence. At the conclusion of the hearing the parties requested an opportunity to submit briefs and they were submitted to the arbitrator and exchanged by him on December 30, 1983.

The only issue between the parties involved wages. The Union proposed that effective January 1, 1982 a Telecommunicator would have a starting wage of \$6.55 an hour. A Telecommunicator with six months experience would receive \$6.75 an hour and a Telecommunicator with eighteen months experience would receive \$7.01 an hour. A Telecommunicator Advanced would have 30 months experience and receive \$7.34 an hour and a Telecommunicator Senior would have 42 months experience and receive \$7.59 an hour. On April 1, 1982 the Telecommunicator's starting rate would be increased to \$6.70 an hour and \$6.90 per hour after six months and \$7.15 an hour after eighteen months. The Telecommunicator Advanced would receive \$7.50 an hour and the Telecommunicator Senior would receive \$7.75 an hour. On August 1, 1982 the Telecommunicator's starting salary would be increased to \$7.00 an hour and it would advance to \$7.25 per hour after six months and to \$7.50 an hour after eighteen months. The Telecommunicator Advanced would receive \$7.75 an hour and the Telecommunicator Senior would receive \$8.00 per hour. On January 1, 1983 the Telecommunicator would have a starting rate of \$7.75 an hour and after six months would be \$8.00 an hour and after eighteen months it would be \$8.25 per hour. The Telecommunicator Advanced would have a salary of \$8.50 an hour and the Telecommunicator Senior would have a salary of \$8.75 an hour. On April 1, 1983 the Telecommunicator would have a starting salary of \$8.00 per hour and after six months it would be \$8.25 per hour and after eighteen months it would be \$8.50 an hour. The Telecommunicator Advanced would have a salary of \$8.75 an hour and the Telecommunicator Senior

would have a salary of \$9.00 per hour. On July 1, 1983 the Telecommunicator would have a starting salary of \$8.25 per hour which would increase to \$8.50 after six months and \$8.75 per hour after eighteen months. The Telecommunicator Advanced would have a salary of \$9.00 an hour and the Telecommunicator Senior would have a salary of \$9.25 per hour. On October 1, 1983 the Telecommunicator's starting salary would be \$8.50 and it would increase to \$8.75 per hour after six months and \$9.00 after eighteen months. The Telecommunicator Advanced would receive \$9.20 an hour while the Telecommunicator Senior would receive \$9.55 an hour. The salary agreement would run from January 1, 1982 until December 31, 1983.

The Employer's final offer proposed that on August 15, 1982 the Telecommunicator would receive a starting salary of \$6.69 an hour and it would increase to \$6.89 an hour after six months and \$7.15 an hour after eight months. The Telecommunicator Advanced would receive \$7.48 per hour and the Telecommunicator Senior would receive \$7.73 an hour. There would be an Emergency Dispatch Clerk who would receive a starting salary of \$5.01 per hour which would increase to \$5.15 after six months and to \$5.30 after eighteen months. On January 2, 1983 the Telecommunicator's starting salary would be \$7.09 per hour and \$7.29 after six months experience and \$7.55 after eighteen months experience. The Telecommunicator Advanced would receive \$7.88 per hour and the Telecommunicator Senior would receive \$8.13 an hour. Emergency Dispatch Clerks would have a starting salary of \$5.34 an hour which would increase to \$5.48 after six months experience and \$5.63 after eighteen months experience. Those rates would remain in force until December 31, 1983.

Prior to January 1, 1982 the Telecommunicators were included in the bargaining unit consisting of all regular law enforcement personnel, radio operators and jailers but excluding all supervisory, elected, clerical, confidential or part time personnel. During the last six months of 1981 the starting rate for a Telecommunicator was \$6.12 an hour and the rate increased to \$6.31 after six months and \$6.55 after eighteen months. A Telecommunicator Advanced received \$6.85 an hour and a Telecommunicator Senior received \$7.09 per hour.

Prior to January 1, 1983 the Employer had no central dispatch center

employing Telecommunicators. From January 1, 1982 until January 1, 1983 the Employer's Telecommunicators were training to operate a central dispatch center which began operation in January of 1983. Prior to January 1, 1982 the Telecommunicators were covered by the collective bargaining agreement between the Employer and the LaCrosse County Traffic Police and Deputy Sheriff's Association. In August of 1971 the Wisconsin Professional Police Association petitioned the Wisconsin Employment Relations Commission for an election and unit clarification. On April 14, 1982 the Commission concluded that the LaCrosse Telecommunicators who worked in the Central Dispatch Center were not appropriately included in the same bargaining unit with employees having arrest powers and they were severed from that bargaining unit. On or about September 8, 1982 the Employer and the Union stipulated for an election and on October 8, 1982 an election was held. On October 28, 1982 the Commission certified that the Union was the sole and exclusive bargaining representative for all full time and regular part time Telecommunicators employed by the Employer in the 911 Emergency Dispatch Center. The parties thereupon commenced negotiations over the terms and conditions of a first collective bargaining agreement. They have reached agreement on all items with the exception of salaries.

Prior to the creation of the 911 Emergency Dispatch Center the Employer had radio dispatchers working for its traffic patrol and sheriff's office. They were supervised by a county patrol sergeant who was on duty on all shifts. They dispatched the county traffic patrol cars, the sheriff's department, some township patrols and patrol cars for the City of Onalaska, the Town of Campbell, the Village of Holmen, the Village of Bangor, the Village of West Salem, and the Town of Shelby. The sheriff's department and the county traffic patrol had four cars on the road at all times. The City of Onalaska had two cars and the other units of government had one patrol car but they were not all on the road. All of the phone calls for those various patrol cars came into the dispatch office in the sheriff's office and the dispatcher would contact the officers by radio. There was only one dispatcher on duty at a time. The dispatcher also dispatched volunteer fire departments in Onalaska, Shelby, Holmen and Campbell and notified the volunteer firemen and their paging systems. The dispatcher just dispatched individuals or departments and made no decisions on equipment. They called ambulance services and first responding units and monitored several alarms.

In 1980 the Employer made a decision to go to a 911 central dispatch system. Initially the Employer proposed an organizational structure with an administrator and shift supervisors who assisted in dispatching. The structure was modified and now there are three Telecommunicators on each shift. There is no supervisor on the second or third shift. The most senior Telecommunicator acts as the lead worker.

The 911 Emergency Dispatch Center did not open in 1982 as originally anticipated but all of the Telecommunicators were trained and certified by the State of Wisconsin. On January 5, 1983 the 911 Emergency Dispatch Center began operations. It provides eighteen 911 trunk lines and five direct lines to St. Francis Medical Center, Northern States Power, United Security Associates, UW-LaCrosse Security and the LaCrosse Airport. There are two lines to the LaCrosse City Police Department, two lines to the Employer's Sheriff Department, two lines to the LaCrosse City Fire Department, one line to the Onalaska Police Department, one line to the Onalaska Fire Department, one line to the Town of Campbell Police and Fire Department, one line to the Town of Shelby Police and Fire Department, one line to the Holmen Fire Department, one line to the National Warning System, one line to the West Salem Police Department, one line TDD for the Deaf, an intercom with off hours access and one weather telephone. It provides radio dispatch service on 15 radio channels for the sheriff department, the highway department, the Town of Shelby police and fire departments, the Town of Campbell police and fire departments, the City of Onalaska police and fire departments, the Village of Holmen police and fire departments, the Village of West Salem police and fire departments and first responders, the Village of Bangor police and fire departments and first responders, the Town of Farmington fire department and first responders, the City of LaCrosse police department, the City of LaCrosse fire department, the Tri-State Ambulance, the City of LaCrosse public works department and the Town of Shelby public works department. It provides paging service for the sheriff's department, the city police department, the city fire department, the county highway department, the county social services department, the medical examiner, the county nurse, the Shelby fire department, the Onalaska fire department, the Bangor police department, the Bangor fire department and first responders, the West Salem fire department and first responders, the Farmington fire department and first

responders, the Campbell fire department, the Holmen fire department, the County Wide EBS system and the county school warning system. It operates the sirens for the City of LaCrosse warning system, the Shelby fire department, the Campbell fire department, the Onalaska fire department and the Holmen fire department. It controls the traffic signals for the bridge over the Mississippi River and provides TTY services for law enforcement and criminal justice. It monitors 40 intrusion alarms for area financial institutions, schools and governmental entities and monitors 66 fire alarms for area business, schools and governmental entities and monitors the LaCrosse Municipal Alarm System and the alarms for the county treasurer, the county clerk, the court rooms and the jail.

Prior to 1983 Telecommunicators were sent to a one day teletype training course. On the job training was four weeks in length under the direction of an experienced Telecommunicator. Currently Telecommunicators are sent to a one week dispatcher training course and directly supervised in on the job training for one to three months, including an assignment with emergency response personnel. They are monitored by experienced Telecommunicators for periods of up to a year. Prior to the creation of the 911 Emergency Dispatch Center the Telecommunicator job was more circumscribed since it only functioned in the Employer's traffic department. A variety of emergency response services were dispatched. The main function was to answer all calls to the traffic department, prioritize calls, determine necessary action and dispatch traffic officers in emergency response units to villages and townships to respond to emergency calls. The main function of the Telecommunicator in the 911 Emergency Dispatch Center is to answer all 911 emergency response and non-emergency calls, prioritize the calls, determine the actions necessary and dispatch the City of LaCrosse police, the Employer's deputy sheriffs, the City of LaCrosse fire stations, four ambulance services and the emergency response units of 10 villages and townships in the county. The Telecommunicator now operates electronic teletype equipment and monitors and tests over 100 alarm signal systems as well as dispatch center equipment. Training and skill requirements for the telecommunicator in the 911 Emergency Dispatch Center are greater and require broader knowledge in the procedures of emergency response. The responsibilities of the Telecommunicators under the 911 Emergency Dispatch Center are greater. The mental effort and volume of calls handled by Telecommunicators has increased.

The actual job descriptions for the position prior to January 1983 are almost the same as the job descriptions for a Telecommunicator in the 911 Emergency Dispatch Center. The job requirements continue to be a high school graduate and the ability to type 35 words per minute. The 911 Emergency Dispatch Center Telecommunicators use newer and more sophisticated equipment but there are three of them on duty at all times and they can assist each other during busy periods. At the time of the hearing 10 of the Telecommunicators had college degrees or post-high school course work and all had substantial prior experience in law enforcement, medical or telecommunications field and have had the benefit of substantial prior training. The Telecommunicators now operate more sophisticated equipment and because of the broader scope of their duties, exercise more judgment and discretion than they did prior to the establishment of the 911 Emergency Dispatch Center.

The Telecommunicators now perform all of the duties previously performed by the City of LaCrosse police department dispatchers who received their regular hourly rate as law enforcement officers plus a \$35.00 per month premium. The Telecommunicators also perform the duties that were performed by a fire fighter in the LaCrosse fire department who earned \$9.88 per hour for performing the dispatching duties. A substantial amount of the current job duties performed by the Telecommunicators were previously performed either by the LaCrosse police department or the LaCrosse fire department. The Employer made the decision to create a 911 Emergency Dispatch Center to economize and consolidate the dispatch functions in the county. The Employer has eliminated supervisory positions that it had initially intended to make a part of the 911 Emergency Dispatch Center. The responsibilities and duties of these supervisory personnel have been absorbed by Telecommunicators.

The proposal of the Union would add \$15,105.00 or 11.2% to the employees' wages during 1982. It would add another \$25,902.00 or 15.98% during 1983. Vacation, holiday and insurance benefits would add \$1295.00 to the cost of the Association's proposal. The roll ups resulting from the 1982 and 1983 increases would total \$7,234.00 making a total increase in the Employer's Telecommunicator costs for the 11 positions involved of \$49,536.00, which is a 36.13% increase over the two year period.

The Employer's proposal would add \$10,830.00 or 7.9% to its wage costs for 1982. The 1983 costs would increase by \$9,152.00 or 5.8%. Vacation, holiday and insurance benefits over the two years would cost \$1272.00 and the roll up costs for the two years would be \$3,505.00. The total increase in the costs of the Employer's wage and benefit package for the 11 Telecommunicator positions would be \$24,759.00, which would be an increase of 18.06% for the two years.

The Association's proposal results in a lift in the wages of Telecommunicators over the two year period ranging from 34.51% to 38.89%. The Employer's proposal would result in a lift for those same positions ranging from 14.51% to 15.85%. The Employer has given its other bargaining units 1982 increases ranging from a low of 5.85% to a high of 8.20% with an average of 6.953%. The Union proposal would provide the Telecommunicators with a 1982 increase of 11.02% while the Employer's proposal would provide them with a 7.90% increase. The Employer provided other bargaining units with 1983 wage increases ranging from 3.76% to 8.58% with an average of 6.285%. The Union's proposal would increase the telecommunicators' wages in 1983 by 15.98% while the Employer's would increase it by 5.80%. The Employer has provided its other bargaining units with a two year average increase of 6.65% per year and it is offering the Telecommunicators an increase of 6.85% per year. The Association proposes that its two year average increase be 13.5%.

Over the years Wisconsin counties have developed a hierarchy with respect to wage rates. Deputy sheriffs received more than traffic police, traffic police received more than jailers and jailers received more than dispatchers. The Employer retained the hierarchy and the relationships therein prior to 1982. At the beginning of 1982 the patrol deputy received a salary ranging from a minimum of \$7.17 an hour to \$8.32 an hour. The jailers received wages ranging from \$6.62 an hour to \$7.67 an hour and the dispatchers received wages ranging from \$6.55 an hour to \$7.59 an hour. In 1982 there was one other emergency dispatch center in Wisconsin and that was in Calumet County. Its dispatchers received wages ranging from a minimum of \$6.88 an hour to a maximum of \$7.52 an hour. In 1983 there were six emergency dispatch centers in Wisconsin and they received minimum wage rates ranging from a low of \$5.66 an hour to a high of \$8.37 an hour with an average minimum rate of \$6.69 per hour. The maximum rates for the

dispatchers in those emergency dispatch centers ranged from a low of \$6.63 to a high of \$9.09 with an average of \$7.58. The Employer's final offer for 1983 provides a minimum wage of \$7.09 with a maximum wage of \$8.13 for Telecommunicators. Not all of the emergency dispatch centers in Wisconsin dispatch fire and police units as well as county traffic patrol and sheriff's deputies.

DISCUSSION:

The arbitrator has a problem in making a selection between the last offers of the parties. They both contain substantial defects. The primary problem with the Employer's proposal is that its two year offer is a somewhat lower percentage than it has given the deputy sheriffs and traffic police and jailers. No evidence was presented that would justify giving Telecommunicators a lower percentage wage increase than was received by them. The Employer's proposal down grades the relationship of the Telecommunicators with those employees. The primary problem with the Union's proposal is that it seeks to disrupt the long established relationships between the position of Telecommunicator and that of the deputy sheriffs and traffic police and jailers. The only basis for disrupting those relationships would be a substantial upgrading of the Telecommunicators position.

The arbitrator is satisfied that there is evidence of an increase in the skill, effort and responsibility required of a Telecommunicator since the establishment of the 911 Emergency Dispatch Center. They have broad responsibility and a greater volume of work. However there are now three Telecommunicators on duty at all times to share the responsibility and the increased volume. The arbitrator is satisfied that the amount of training required of a Telecommunicator is somewhat greater; but it is the same type of training and it only enables the Telecommunicators to perform a wider variety of the same types of functions that they perform before the creation of the 911 Emergency Dispatch Center. The qualifications required for the positions have not changed. All that is required is a high school diploma and the ability to type 35 words per minute. While the present Telecommunicators do have college degrees or post-high school work and prior experience in law enforcement, medical or telecommunications field, that is not a requirement of the position. The Telecom-

municators now dispatch a greater variety of equipment and there is some judgment and discretion that must be exercised. However, the increase in judgment and discretion is not sufficient to justify advancing the Telecommunicator in the wage hierarchy from a level below that of the law enforcement officers to an even higher wage. The transmission equipment utilized by the Telecommunicators now is somewhat more sophisticated but the training they are given enables them to operate the equipment with the same ease as before. While the Telecommunicators have discretion in determining manpower and equipment it does not appear that they have any greater legal liability than they had prior to the creation of the 911 Emergency Dispatch Center. Prior to the creation of the 911 Emergency Dispatch Center there were a number of levels of supervision over the dispatchers in the LaCrosse fire department and police department and there were supervisors to assist in dispatching the Employer's police cars. However the level of supervision exercised was rather loose and casual and the dispatchers operated as the Telecommunicators now do.

The Union contends that the 911 Emergency Dispatch Center is understaffed. While there is evidence that on occasion there has been a shortage of personnel on weekends and on other occasions, a new director of the center has been selected, additional personnel were hired and a dispatcher clerk position has been activated in order to adequately cope with the work load without placing undue stress upon the staff. The evidence presented does not indicate that the 911 Emergency Dispatch Center is understaffed.

The Union contends that the fact that the Telecommunicators now perform all of the dispatcher duties previously performed by the City of LaCrosse police department and fire department justifies a substantially higher wage for the Telecommunicators because the personnel who performed those duties for the fire department and police department receive much higher wages than the Telecommunicators now receive. What the Union seems to ignore is that the personnel in the fire department and police department who performed the duties now performed by the Telecommunicators were trained and sworn law enforcement officers with arrest powers and trained and experienced fire fighters who were required to have those skills as well as the skills of a Telecommunicator. The police dispatcher received pay for his work as an ambulance driver as well as the fact

that he was a trained law enforcement officer with arrest powers who could perform radio dispatch work.

The Union argues that there is really no comparable county in Wisconsin that has a 911 emergency dispatch system approaching the breadth or complexity of the Employer's system and comparisons with them is not proper. It contends that the Rock Island, Illinois 911 center is an appropriate comparison and the Muskegon, Michigan system is not. It is difficult to determine from the evidence presented by either side whether or not there is any difference in the role of Telecommunicators in LaCrosse County and those in Muskegon, Michigan or Rock Island, Illinois. What is obvious from the evidence is that the Union seeks to completely change the status of the Telecommunicator and upgrade it to the extent that the position would be elevated from a wage level below that of the jailer and deputy sheriff to a wage level higher than either. That is a substantial change and one that the evidence presented in these proceedings does not justify.

The evidence does indicate that the establishment of a 911 Emergency Dispatch Center has placed additional responsibilities upon the Telecommunicators and that they are much better trained than the Employer's radio dispatchers were prior to the establishment of the 911 Emergency Dispatch Center. There is absolutely no justification for giving the Telecommunicators percentage wage increases lower than the percentage increases received by the jailers and deputy sheriffs and that is a matter that the Employer should address and correct in its next negotiations. The additional training and responsibility and the improvement in the skills of the Telecommunicators has raised the level of the position. The arbitrator finds that the wage level of the position should still be below that of the deputy sheriff and county patrol officer but it should be close to that of the jailer. While the duties of the jailer may involve a greater degree of physical danger, the duties are routine and do not demand the same degree of training and intellectual skill that the Telecommunicators are required to have. The Employer would do well in future negotiations to raise the wage level of the Telecommunicators to a level close to that of the jailers so that the wage levels would more accurately reflect a comparison of the duties, responsibilities, skills and training of the two positions.

The Employer makes the point that this is not an isolated Union, but it is part of a larger picture that involves protecting and helping the public with police and fire matters. These employees were part of another bargaining unit but have now been carved out of it. If the Employer gave the Telecommunicators an increase of almost 16% per year while giving the employees in the bargaining unit that the Telecommunicators were formerly a part a 7% increase, the Employer would risk disrupting the long established wage relationships between the various positions. This would not preclude the Employer from recognizing the upgrading of the Telecommunicator position that has resulted from the additional training, responsibility and skills required of the Telecommunicators since they have been operating the 911 Emergency Dispatch Center. The historical wage relationships had a logical justification in the past. They still make sense to the degree that the law enforcement officers with the power to arrest traditionally receive a higher wage than employees who do radio dispatching. The differential between that of the radio dispatcher and the jailer no longer has the same justification that it used to have because the differences have been narrowed as a result of the present training, responsibilities and skills of the Telecommunicator. However, those duties are not sufficient to justify a disruption of the Employer's wage relationships to the degree that would result if the Union's final offer was implemented.

In making determinations in matters such as this the arbitrator is required to consider the lawful authority of the Employer, stipulations of the parties, interests and welfare of the public and the financial ability of the Employer to meet the costs, comparison of wages, hours and conditions of employment of the municipal employees involved in these proceedings with the wages, hours and conditions of employment of other employees performing similar services and other employees generally in public employment in the same community, the Consumer Price Index, overall compensation received by the employees, changes in the foregoing circumstances and such other factors which are normally taken into consideration in determining wages, hours and conditions of employees. The Employer has the lawful authority to implement either of the proposals and it has the financial ability to meet the costs of either proposal. The interests and welfare of the public require that the Employer not disrupt traditional wage relationships between these employees and its other employees unless it is

necessary to remedy a substantial inequity that has developed. Ordinarily an employer gives the same percentage increase to all of its employees in order to maintain the relationships and comparisons that have existed in the past unless some change has occurred that creates an inequity. While the arbitrator concedes that there has been a change in the duties, responsibilities and skills required of a Telecommunicator since the establishment of the 911 Emergency Dispatch Center that change is not sufficient to justify an almost complete reversal of the relationships that existed between law enforcement officers and Telecommunicators in the past. The Employer would do well to make improvements in the wage structure of the Telecommunicator that will bring the wage level of the position closer to that of the jailer, but that can be remedied in future negotiations without disrupting the existing relationships to the degree that implementation of the Union's final offer would do.

FINDINGS AND AWARD

After full consideration of the criteria listed in the statute and after careful and extensive examination of the exhibits and arguments of the parties the arbitrator finds that the Employer's final offer is preferable to that of the Union and directs that Exhibit "A" be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 14th day of February, 1984.



Zel S. Rice II, Mediator-Arbitrator