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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

BEFORE THE ARBITRATOR

In the Matter of the Petition of	:	Case No. 133
	:	No. 37898 ARB-4158
LABOR ASSOCIATION OF WISCONSIN, INC.	:	Decision No. 24493-A
on behalf of its affiliate PUBLIC	:	
SAFETY PROFESSIONAL DISPATCHER'S	:	Stanley H. Michelstetter II
ASSOCIATION	:	Arbitrator
	:	
To Initiate Mediation-Arbitration	:	
Between Said Petitioner and	:	
	:	
WINNEBAGO COUNTY	:	

Appearances:

Thomas A. Bauer, Labor Consultant, appearing on behalf of the Association.

Gerald Engeldinger, Corporation Counsel, appearing on behalf of the Employer.

ARBITRATION AWARD

Labor Association of Wisconsin, Inc. on behalf of its affiliate Public Safety Professional Dispatcher's Association, herein collectively referred to as the "Association", having petitioned the Wisconsin Employment Relations Commission to initiate Arbitration, pursuant to Sec. 111.70(4)(cm), Wis. Stats., between it and Winnebago County, herein referred to as the "Employer," and the Commission having appointed the Undersigned as Arbitrator on June 4, 1987, and the Undersigned having conducted a hearing on July 15, 1987 and August 27, 1987 in Oshkosh, Wisconsin and the parties having each filed post-hearing briefs, the last of which was received November 6, 1987.

ISSUES

The following are the issues in dispute in this matter for the parties' January 1, 1987-December 31, 1988 collective bargaining agreement.

1. General Wage Increase:

Union		Employer	
1/1/87	3%	1/1/87	\$.20/hr
7/1/87	2%	7/1/87	\$.20/hr
12/31/87	1%		
1/1/88	3%	1/1/88	\$.20/hr
7/1/88	2%	7/1/87	\$.08/hr
12/31/87	1%		

2. Change in Salary Schedule

Current Schedule

Step	A	B	C	D	E	F
Length	0-6 ms.	7-18 ms.	19-30ms.	31-42 ms.	42-60 ms.	over 60
rate	\$6.23	6.77	7.11	7.58	8.00	8.34

mutally proposed change effective 1/1/87

6.77	7.11	7.58	8.00	8.34	same as E
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3. The Association proposes to increase the current number of paid holidays effective January 1, 1987 from the current 8 to 9, while the Employer proposes to keep the current 8.

4. In addition to the foregoing the Association proposes, but the Employer opposes the changes in the existing agreement listed in this paragraph 4 and paragraph 5. Material in brackets is deleted from the current agreement [] and material underlined is added to the current language.

Article 7 - OVERTIME AND COMPENSATORY TIME

"Time worked in excess of the regular workday of workweek shall be compensated for in the form of pay at the rate of time and one-half (1 1/2) hour of overtime earned at the option of the employee, however, comepensatory time may be earned on a time and one-half (1 1/2) basis for overtime hours worked in excess of the normal workday but not for hours worked in excess of forty (40) hours within the normal workweek..."

5. Article 11 - SICK LEAVE

"No sick leave shall be granted for the [fourth] fifth (5th) or successive absence of less than three (3) days' duration occurring within a [calendar year] twelve (12) month period unless the employee, upon his/her return to work, presents the physician's certification described in "c" above for the [fourth] fifth (5) and each subsequent incident occurring within that [calendar year] twelve month period."

POSITIONS OF THE PARTIES

The Association takes the position that this unit of employees is entitled to an improvement in wage schedule and general increase which is larger than that received elsewhere because the unit is 1. underpaid when compared to similar units and 2. been assigned new duties which merit increased wages. The Association relies heavily upon wage rate comparisons to Fond du Lac County, Brown County, Manitowoc County, Outagamie County and Sheboygan County and City of Green Bay, Menasha Dispatch Center, and City of Appleton. It relies upon these comparisons because they are in the same area, have similar duties, and share a similarity of urban population centers. Based upon these comparisons, it concludes that unit wages are decidedly low and in

need of a catch-up adjustment. It, also, argues that the parties have historically recognized that there is need for extraordinary increases in this unit. It, also, relies upon the fact that the Employer has assigned unit employees the responsibility of handling the complaint desk during the expiring contract's term. These duties, it argues, are entirely new to the unit and require that unit employees receive additional training. Previously, these duties were performed by sworn personnel. In its view, the welfare of the public is supported by its offer, because qualified unit employees are leaving these jobs for similar, but less demanding, jobs in area municipalities. Thus, the Employer, in its view, is getting lower morale and productivity.

The Association seeks to increase the number of paid holidays from 8 to 9. It relies upon comparisons to both its external comparables (average 9.23 holidays per year) and to internal comparables (of 7 units, only 2 receive less than 9 holidays).

The Association supports its position that compensatory time off should be compensated at the rate of time-and-one-half rather than hour-for-hour, on the basis of comparisons to other communities and the sheriff's department and word processing units. It denies that this proposal would significantly affect the Employer in that there would still be the same limit on the amount of compensatory time off accumulated.

The Association argues that its liberalizing of the the doctor's certification of illness is appropriate because the Employer agreed to it at one time during negotiations leading to these final offers and because there is no history of sick leave abuse in this unit.

The Employer takes the position that its final offer is more appropriate. It relies mainly upon comparison to its internal comparisons to general increases granted other units of the County both organized and unorganized. In its view, it has been more than generous with this unit by bifurcating its wage increase offer in each of the two years of the agreement and by improving the salary schedule. It costs both offers total package increase (on the basis of year end lift as:

	Employer	Union
1987	11.2%	13.4%
1988	8.5%	12.0%

It denies that this unit is in need of an extraordinary wage adjustment either because of its low position among comparables or because additional duties have been assigned. It notes that unit employees have received increases of 12.6% and 8.15% in the last two years, respectively. It argues that unit employees are unskilled when hired and when hourly premium pay of \$.45 and \$.50 for special duties of dispatcher-in-charge and trainer the average pay in the unit for senior employees is over \$20,000 per year high. It relies upon wage rate comparisons to Brown County, Calumet County Fond du Lac County, Manitowoc County, Sheboygan County, and the Menasha Center. Based upon these comparisons, it

concludes that unit employees are not in need of a catch up increase since their wages would likely remain about fourth in the group of seven.

WAGES - DISCUSSION

The central issue in this case is to what degree unit employees are entitled to an increase in excess of an otherwise appropriate general increase by virtue of either additional duties and/or a need to catch up to area wage rates.

The offer of both parties involve adjustments of the wage schedule and general increases. The experience distribution of the unit is as follows: 1/

Step	A	B	C	D	E	F
length	0-6 ms.	7-18 ms.	19-30ms.	31-42 ms.	42-60 ms.	over 60
no.	6	3	3	1	1	6

The cost components of the the wage increases are as follows:

	Employer	Union
1987		
sched adj.	3.5%	3.50%
year end rate	5.3	6.0
av. over year	4.0	4.1

1988		
year end rate	3.5%	6.0%
av. over year	3.0	4.1

Thus, both offers exceed the well established pattern of internal settlements in the county of about 3% for 1987 and the emerging pattern of 3% for 1988. Neither party offered external general increase comparisons. However, I have made estimates from the wage rates comparisons offered by the parties. The following is those estimates:

	Employer	Union
1987	3.8	4.3
1988	3.6	n.a.

Similarly, both offers exceed that needed to adjust for the cost of living. 3.9% from mid 1986 to mid 1987. My estimate of the wage increases proposed (based upon actual cost over the year) are

	Employer	Union
1987	7.4	8.4
1988	3.0	5.0

1/ Based upon Jan. 1, 1987, but with those hired during the year included.

Winnebago County operates an integrated 911 emergency system. Unit dispatchers are responsible to dispatch throughout the county including the City of Oshkosh and some services for the University of Wisconsin at Oshkosh. They dispatch fire, police, and ambulance services in this area. In addition they monitor private alarms from 53 business locations. This year the County added new alarm systems for a school and the County Courthouse. Unit employees monitor weather service radio and radar. They, also, monitor the airport radio and have considerable additional work when the E.A.A. has its annual meet at the airport. Like most dispatchers they run D.O.T. checks on drivers and cars. The university adds to the work load because university police often ask for assistance and a high incidence of student population increases the number of calls for rowdiness. Unit employees do not have the power of arrest. Effective this year the Employer has transferred responsibility for the complaint desk from uniformed officers to dispatchers. This does not raise the level of responsibility of dispatchers, but does add to the number of things they must know how to do and the general level of stress in the job. At this time it, also, hired additional unit staff. Based upon my experience with dispatchers in other counties, I would conclude that this unit does have a high degree of responsibility both because of the variety and complexity of duties.

The wage comparisons offered by the Association included Outagamie County. The dispatchers there have the power of arrest while on duty. The power of arrest is a fundamentally higher level of responsibility and, accordingly, I have excluded Outagamie County from the comparisons. The remaining comparisons of the Employer and Association show similar results even though they are somewhat different groups. They show that there is a substantial difference in the wages paid dispatchers in this area. In 1986, the Employer was among the lowest paying employers of dispatchers at its beginning rates and was in the middle or slightly lower at the maximum and average experience levels. It should be noted that while it was in the middle, it generally paid somewhat less than average. The figures offered by the parties show as follows:

MODIFIED ASSOCIATION COMPARISON

1986	total compensation	an. base	an. max
1. City of Appleton	12.98	17,056.	21,008.
2. Fond du Lac Co.	11.76	18,360.	19,859.
3. Brown Co.	11.32	15,586.	18,323.
4. Sheboygan Co.	10.40	15,643.	16,962.
5. City of Green Bay	9.60	14,856.	15,634.
6. Menasha Dispatch Center	9.14	14,397.	15,903.
7. Manitowoc County	9.12	12,675.	14,466.
average	10.62	15,510.	17,451.
Winnebago Co.	-9.88	-12,504.	-16,738.
Difference	.74	3,006.	713.

(total compensation is based upon eight years of service which was the average in the unit at the time the Association made its comparisons.)

EMPLOYER COMPARISON

1. Brown County	10.04
2. Calumet County	9.29
3. Fond du Lac County	9.93
4. Manitowoc County	7.43
5. Sheboygan County	8.23
6. Menasha Center	7.92
average	8.81
Winnebago County	-8.34
Difference	.47

Based upon the foregoing, the agreed upon adjustment of the wage schedule substantially remedies the inequity at the beginning of the schedule and the overall increase proposed by the Employer provides substantial progress in wages. The wage offer of the Employer is closer to appropriate in this case.

DISCUSSION - HOLIDAY

The evidence in this case indicates that all of the internal comparisons have 9 or more holidays, except the health care facilities which have 7. All external comparables have more holidays. The position of the Association is substantially justified as to this issue.

DISCUSSION - COMPENSATORY TIME OFF

Unit employees receive overtime at the rate of time and one-half for all hours worked in excess of forty hours. At the employee's own option he or she may take compensatory time off instead, however, this is on an hour for hour basis. The hour for hour basis is essentially similar to other units of the county, but most other employers of dispatchers allow compensatory time off at time and one-half.

In this unit, more than in any other Winnebago County unit, the Employer must replace unit employees who take compensatory time off. For this reason the parties have maintained the provisions of Article 7 to discourage employees from taking time off. The Association has not demonstrated that the circumstances underlying this mutual agreement have materially changed. Therefore the position of the Employer is preferred on this issue.

DISCUSSION - SICK LEAVE

Sick leave in this unit is limited to the illness or injury of the employee himself or herself. Under the current agreement, an employee must obtain a doctor's certificate for any illness in excess of three days and for any illness after the fourth absence of any duration in a calendar year. Both by comparison to internal and external comparables, this restriction is one of the

severest. The record indicates that the Employer has had a continuing concern over employees taking too much time off from work. The Association has argued that the Employer was willing to change this provision in negotiations and that there has been no history of sick leave abuse. However, they have not shown that there is a change in the circumstances leading to the adoption of this provision and, in fact, the Employer has recently hired six new employees into this unit. Under the circumstances, it is premature to change this provision.

CONCLUSION

The wage issue is the issue with the most weight in this case. As discussed above, the offer of the Employer is closer to appropriate.

AWARD

That the final offer of the Employer be incorporated into the collective bargaining agreement of the parties.

Dated at Milwaukee, Wisconsin this 31st day of December, 1987.


Stanley H. Michelstetter II,
Arbitrator