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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In The Matter Of The Petition Of:

SHEBOYGAN COUNTY SUPPORTIVE SERVICES
LOCAL 110, ASFCME, AFL-CIO

To Initiate Arbitration Between
Said Petitioner

Decision No. 24657-A

-and-

SHEBOYGAN COUNTY

Appearances: Helen Isferding, Staff Representative, for the Union
Peter J. Witt, Personnel Director, for the Employer

Sheboygan County Supportive Services, Local 110, AFSCME, AFL-CIO, hereinafter referred to as the Union, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, wherein it alleged that an impasse existed between it and Sheboygan County, hereinafter referred to as the Employer, in their collective bargaining. It requested the Commission to initiate arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act.

At all times material herein the Union has been and is the exclusive collective bargaining representative of certain employees of the Employer in the collective bargaining unit consisting of all regular full time and part time personnel employed by Sheboygan County in the Courthouse and in auxiliary departments and buildings (but specifically excluding therefrom all elected public officials, supervisors, professional employees of the Welfare Department, all employees of the Unified Board, all deputized employees of the Sheriff's Department, all nurses, all confidential employees, Welfare Department office supervisors and the Welfare Department income maintenance supervisors. The Union and the Employer have been parties to a collective bargaining agreement covering wages, hours and working conditions of the employees in the unit that expired on December 31, 1986.

On June 30, 1986 the parties exchanged their initial proposals on matters to be included in the new collective bargaining agreement. Thereafter the parties met on six occasions in an effort to reach an accord. The parties submitted their final offers to the Commission and waived any investigation by the Commission staff. Accordingly the investigator notified the parties that the investigation was closed.

The Commission concluded that an impasse within the meaning of the Municipal Employment Relations Act existed between the parties with respect to negotiations leading toward a new collective bargaining agreement. It ordered that arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse between the parties. It further ordered that the parties select an arbitrator from the panel of arbitrators submitted by it.

Upon being advised that the parties had selected Zel S. Rice II as the arbitrator, the Commission issued an order on September 9, 1987 appointing him as the arbitrator to issue a final and binding award to resolve the impasse by selecting either the total final offer of the Union or the total final offer of the Employer.

The final offer of the Union, attached hereto and marked Exhibit "A", proposes that the 1986 compensation plan be increased by 3 percent effective January 1, 1987 and by an additional 3 percent over the 1987 rate of pay effective January 1, 1988. It proposed the following reclassifications to be effective January 1, 1987: Deputy Zoning Administrator from Grade 15 to Grade 16; Clerk/Typist I, Joanne Dommissiee and Shirley Brey from Grade 8 to Secretary I, Grade 9; Clerk/Typist I, Janet Hoffman from Grade 8 to Secretary II, Grade 11; Account Clerk I, Denise Thill from Grade 10 to Secretary II, Grade 11; Clerk/Typist I, Marlana Florentino from Grade 10 to Account Clerk II, Grade 13; and Court Secretary from Grade 12 to Court Secretary, Grade 14. The Union also proposed that when an employee works on a holiday the hours worked should be paid at time and one-half of the regular rate of pay plus the holiday time off. The Employer's final offer, attached hereto and marked Exhibit "B", proposed no wage increase in 1987 and an increase of 25¢ per hour across the board in 1988. It proposed that the agreement be for a period from January 1, 1987 through December 31, 1988. The Employer proposed that Employees be permitted to use 12 hours of existing vacation time in one hour increments each year and that employees be permitted to use sick leave for illness of parents and for death of grandparents. It proposed that holiday dates be updated to reflect days off in 1987 and 1988. The Employer proposed that language be added to eliminate the payment of shift differential for vacation, holiday and sick leave hours. It proposed to change the contract language for employees on leave of absence to pay health and dental insurance premiums to the payroll department instead of the County Clerk. The Employer's proposal would add contract language requiring new part time employees to work 936 hours or more to be eligible for prorated fringe benefits. The Employer proposed some reclassifications. In the Clerk of Court's office the Court Secretary would be reclassified from Salary Grade 12 to Grade 14 and the Clerk/Typist I would be reclassified Secretary I. In the County Clerk's office the Account Clerk I would be reclassified to Secretary II. In the Office on Aging the Clerk/Typist I would be reclassified to Secretary II. In the Filing Department the Deputy Zoning Administrator would be reclassified from Salary Grade 15 to Salary Grade 16, and in the County Treasurer's office the Clerk/Typist II would be reclassified to an Account Clerk II.

The Union proposes the comparable group consisting of Outagamie County, Brown County, Winnebago County, Calumet County, Manitowoc County, Fond du Lac County, Dodge County, Washington County and Ozaukee County, hereinafter referred to as Comparable Group A. All of those counties except Brown, Outagamie, Winnebago and Dodge are contiguous to the Employer and are located in a block along the western shore of Lake Michigan and encompass an area referred to as the Fox River Valley. The full value of all taxable property of the counties in Comparable Group A in 1981 ranged from a low of \$740,140,900 in Calumet County to a high of \$3,948,027,800 in Brown County. The Employer's full value was \$2,253,987,300 and was the fifth highest in Comparable Group A. The 1981 per

capita full value of all taxable property in Comparable Group A ranged from a low of \$20,287,000 in Manitowoc County to a high of \$31,396,000 in Ozaukee County. The Employer's 1981 per capita full value of taxable general property was \$22,294,000. The 1981 estimated population of the counties in Comparable Group A ranged from a low of 31,386 people in Calumet County to a high of 177,142 in Brown County. The Employer's 1981 estimated population was 101,104. The 1984 estimated population of the counties in Comparable Group A ranged from a low of 33,177 in Calumet County to a high of 185,141 in Brown County. The Employer's estimated 1984 population was 102,606. The unemployment rate in Wisconsin as of March 1987 was 7.5 percent. In Comparable Group A the unemployment rate ranged from a low of 4.8 percent in Ozaukee County to a high of 11.5 percent in Calumet County. The Employer's unemployment rate of 6.2 percent was the next to the lowest in Comparable Group A.

The 1987 wage rates in Comparable Group A for an Account Clerk I ranged from a low of \$7.27 an hour in Calumet County to a high of \$8.49 per hour in Brown County. The Employer proposes the 1987 wage for an Account Clerk I of \$7.48 while the Union proposes \$7.70. The Employer's proposal would provide the third lowest wage in Comparable Group A for an Account Clerk I while the Union's proposal would provide the fourth highest wage in the comparable group for that classification. The 1987 wage rates for an Account Clerk II in Comparable Group A range from a low of \$7.59 in Manitowoc County to a high of \$9.15 in Brown County. The Employer's proposal would provide a 1987 wage to an Account Clerk II of \$8.40 per hour while the Union's proposal would be \$8.65 an hour. The Employer's proposal would provide the third highest wage in 1987 for an Account Clerk II while the Union's offer would provide the second highest rate in Comparable Group A. A Clerk/Typist I in Comparable Group A was paid 1987 rates ranging from a low of \$5.90 an hour in Washington County to a high of \$7.54 per hour in Brown County. The Employer's proposal of \$6.94 per hour and the Union's proposal of \$7.15 per hour for the Clerk/Typist I would both rank second in Comparable Group A. The 1987 rates for a Secretary II in Comparable Group A ranged from a low of \$7.27 per hour in Calumet County to a high of \$9.07 in Ozaukee County. The Employer proposes to pay \$7.77 and that would be the next to the lowest in Comparable Group A, and the Union's proposal of \$8.00 per hour would be the third lowest. The 1987 Income Maintenance Worker rates in Comparable Group A range from a low of \$7.72 in Outagamie County to a high of \$8.40 in Fond du Lac County. The Employer's proposal of \$8.40 an hour would be tied for highest in Comparable Group A while the Union's proposal of \$8.65 an hour would be the highest. The increases for 1987 in Comparable Group A ranged from a low of 2.6 percent in Outagamie County to a high of 4 percent in Calumet County. Most of the counties gave raises in the area of 3 percent. The Employer proposed no wage increase in 1987 and the Unions proposed a 3 percent increase.

The Employer requires the Transportation Coordinator in the Office on Aging to work the day after Thanksgiving, the day before Christmas and any weekday when the holiday follows on a weekend and the Employer gives the prior weekday or following weekday as a designated holiday. Those employees who are required to work on holidays receive their regular pay plus the holiday pay. Seven counties in Comparable Group A pay time and one-half or double time in addition to

the holiday pay when an employee is required to work on a holiday. The Employer pays the employees at its institutions time and one-half when they work on holidays and they are permitted to take off the equivalent holiday time at such time as they select within the next sixty days. The Social Workers who are required to work on the holidays are paid at the rate of time and one-half and law enforcement and highway employees receive double time for the hours worked in addition to their holiday pay.

The Employer's highway department employees petitioned for an arbitration and a consent award was agreed upon by them and issued by Arbitrator Byron Yaffee on October 27, 1987. The consent award was for a term of three years. It provided no wage increase in 1987. In 1988 there was an increase of 50¢ per hour on January 1st and another increase of 12¢ per hour on July 1st. In 1989 the employees receive 35¢ per hour on January 1st and another 5¢ per hour on July 1st. The award provided that all employees hired before January 1, 1988 were guaranteed protection from economic layoff through December 31, 1989. The award also included new employee starting rate for 1987, 1988 and 1989.

The Employer reached agreement with its county institution employees. That agreement provided no increase in 1987. It changed the eighteen month step to a fifteen month step in 1988 and increased it by 24¢ per hour. The LPH was increased by 20¢ and the COTA was increased by 30¢. Students were given a 10¢ increase. The agreement provided that all full time and part time employees hired before January 1, 1987 would not be subject to layoffs through December 31, 1988.

In an arbitration award issued October 16, 1987 in a dispute involving the Employer and Sheboygan County Law Enforcement Employees Local 2481, WCCME, AFSCME, AFL-CIO, Arbitrator James Stern selected the Union's proposal which provided for a 3.5 percent increase in 1987 and a 3.5 percent increase in 1988 and maintained the current language on shift differential and the existing work week. Arbitrator Neil Gundermann issued an award on August 12, 1987 in the dispute between the Employer and the Sheboygan County Association of Social Workers. He selected the final offer of the Association which provided a 3.5 percent increase on January 1, 1987, a 3.0 percent increase on July 1, 1987 and a 3.0 percent increase on January 1, 1988.

Calumet County gave its courthouse employees and highway employees a 4.0 percent increase on January 1, 1987 as part of the second year of a two year agreement. Calumet County reached agreement with its nursing home employees on a 4.0 percent increase in 1987 and a 3.0 percent increase in 1988. The City of Cedarburg gave its employees a 1987 increase of 4.5 percent in the second year of a two year agreement. The City of Kiel reached agreement on a 3.7 percent increase effective July 1, 1987 for the second year of a two year agreement. The City of New Holstein gave its employees a 3.5 percent increase in 1987 for the second year of a two year agreement. Ozaukee County Nursing Home gave its employees 3.0 percent increases for 1987 and 1988. The Plymouth Board of Education gave its maintenance employees a 3.25 percent increase on July 1, 1987 for the second year of a two year agreement. The City of Plymouth gave its employees a 2.75 percent increase on July 1, 1987 and a 3.5 percent increase on

July 1, 1988. The Plymouth Utility gave its employees a 2.5 percent increase on July 1, 1987 and a 3.5 percent increase on July 1, 1988. The City of Port Washington gave its employees a 4.0 percent increase on June 1, 1987 and a 5.0 percent increase on June 1, 1988. The Sheboygan Board of Education gave its clerical employees a 45¢ an hour increase on January 1, 1987 and a 40¢ an hour increase on January 1, 1988. It gave its custodial and maintenance employees a 3.4 percent increase on January 1, 1987 and a 3.0 percent increase on January 1, 1988. Teacher's aides received a 3.4 percent increase on January 1, 1987, a 2.0 percent increase on January 1, 1988 and another 2.0 percent increase on September 1, 1988. The City of Sheboygan gave its Department of Public Works employees an increase of 3.9 percent in 1987 for the second year of a two year agreement. Sheboygan Water Department gave its employees an increase of 3.7 percent on January 1, 1987 for the second year of a two year agreement. Sheboygan Falls gave its utilities and street workers a 4.5 percent increase effective July 1, 1987 for the second year of a two year agreement. Sheboygan firefighters received a 3.7 percent increase on January 1, 1987 and a 3.9 percent increase on January 1, 1988.

In 1987 the Employer's wage costs, longevity payments, retirement, worker's compensation, Social Security, health insurance, dental insurance and life insurance costs for the courthouse bargaining unit would total \$3,083,832.08 with no wage increase. In 1988 the Employer's proposal would have a total cost of \$3,188,383.90. The Union's proposal would result in a total 1987 cost of \$3,153,599.66 which is \$69,767.58 more than the Employer's proposal. The 1988 total cost of the Union's proposal would be \$3,268,622.76 which would be \$80,238.86 more than the Employer's proposal.

The per capita income in the City of Sheboygan is \$9,326.00 and in the Town of Sheboygan it is \$9,410.00. In Sheboygan Falls the per capita income is \$8,611.00 and in the Town of Sheboygan Falls it is \$8,042.00. The average per capita income in Sheboygan County is \$8,955.00 and the State average is \$8,714.00.

The Employer reached an agreement with its registered nurses that provided no increase on January 1, 1987 but provided 3.0 percent increases on January 1, 1988, July 1, 1988 and January 1, 1989. The public health nurses reached a similar agreement with the Employer. The county institution employees agreed that they would receive no increase in 1987. In 1988 the eighteen month step would be changed to a fifteen month step and increased by 24¢ an hour. The highway employees agreed to no increase in 1987, 50¢ an hour on January 1, 1988, 12¢ an hour on July 1, 1988, 35¢ an hour on January 1, 1989 and 5¢ an hour on July 1, 1989.

The Employer relies on a comparable group, hereafter referred to as Comparable Group B, consisting of all of the counties in Comparable Group A except Brown County plus the City of Sheboygan. In Comparable Group B the 1987 wage for starting Clerk/Typist I ranges from a low of \$5.25 an hour in Washington County to a high of \$6.15 an hour in Manitowoc County. This should be compared with the Employer's proposed wage of \$5.79 an hour. The starting wage for a Secretary II in Comparable Group B in 1987 ranges from a low of \$6.09

in Winnebago County to a high of \$8.01 in Ozaukee County. This should be compared with the Employer's proposal of a starting wage of \$6.44 per hour. The 1987 starting wage for an Account Clerk II in Comparable Group B ranges from a low of \$6.15 an hour in Manitowoc County to a high of \$8.15 an hour in the City of Sheboygan. This should be compared with the Employer's proposal of a starting salary of \$6.94 per hour. The starting salary for a Deputy County Clerk in Comparable Group B in 1987 ranges from a low of \$6.15 an hour in Manitowoc County to a high of \$7.36 an hour in Outagamie County. The Employer proposes a starting salary of \$7.19 per hour. The starting salary for a Deputy County Treasurer in Comparable Group B ranges from a low of \$7.06 per hour in Calumet County to a high of \$8.01 an hour in Ozaukee County. This should be compared with the Employer's proposal of a starting salary of \$7.48 per hour. The starting salary for an Income Maintenance Worker in 1987 in Comparable Group B ranges from a low of \$5.81 an hour in Fond du Lac County to a high of \$7.33 an hour in Calumet County. The Employer proposes a 1987 starting salary for an Income Maintenance Worker of \$6.94 per hour. The 1987 starting salary for an Income Maintenance Lead Worker in Comparable Group B ranges from \$6.02 an hour in Fond du Lac County to \$7.64 an hour in Manitowoc County. The Employer proposes a starting salary of \$7.48 an hour in 1987. The starting salary for a Computer Operator II in Comparable Group B for 1987 ranges from a low of \$6.15 an hour in Manitowoc County to a high of \$7.55 an hour in the City of Sheboygan. The Employer proposes a starting salary of \$7.19 per hour. The 1987 starting salary for a Programmer II in Comparable Group B ranges from a low of \$6.15 an hour in Manitowoc County to a high of \$8.01 per hour in Ozaukee County. The Employer proposes a starting salary of \$8.40 per hour. The starting salary for a Programmer/Analyst in Comparable Group B in 1987 ranges from a low of \$6.15 per hour in Manitowoc County to a high of \$11.10 per hour in Ozaukee County. The Employer proposes a 1987 starting salary for a Programmer/Analyst of \$10.27 per hour. In a survey of the private sector employees in the Employer's county the average wage for an Accounting Clerk I was \$8.47 per hour. The average wage for a General Clerk I was \$7.25 per hour and for a General Clerk II it was \$6.77 per hour. The average wage for a General Clerk III was \$5.98 per hour. The average wage for a Secretary I was \$9.10 per hour and for a Secretary II it was \$7.74 per hour. The average wage for a Secretary III was \$6.99 per hour. The average wage for a Typist was \$5.89 per hour. The average wage for a Computer Operator I was \$8.73 an hour and for a Computer Operator II it was \$8.17 per hour. A Data Entry Operator received an average wage of \$7.36 per hour and a Key Punch Operator I received an average wage of \$7.46 per hour. A Programmer I received an average wage of \$9.49 per hour and a Programmer II received an average wage of \$9.00 per hour. A Video Control Terminal Operator received an average wage of \$6.85 per hour.

UNION'S POSITION

The Union argues that the Employer presented no evidence of inability to pay. It points out that a tentative agreement was reached with the Employer's bargaining committee but that was rejected by the county board. The Union contends that the Employer's final offer would eliminate the payment of shift differentials for vacation, holiday and sick leave hours and provide no wage increase. It takes the position that changes in the status quo should be the

result of voluntary agreement and not by arbitration without a quid pro quo. The Union asserts that the requirement of a minimum of 936 working hours per year for part-time employees to be eligible for insurance and other benefits is the start of a two tiered benefit structure for bargaining unit members without a quid pro quo. It takes the position that the settlements by the comparables support its proposal. The Union argues that its proposal maintains the Employer's ranking in the comparable group better than the Employer's proposal does. It asserts that the agreements between the Employer and its nurses and highway employees and the private sector settlements in the area deserve little weight because of the special circumstances. The Union contends that the nurses received a double bump of 3% in 1988 and an additional 3% step in 1989 in return for foregoing an increase in 1987 and the highway department employees received large increases in 1988 and 1989 and a guarantee of no lay offs for three years in return for a wage freeze in 1987. It argues that the private sector comparison should not be given weight because the employers are not identified and there are no job descriptions to prove comparability. The Union asserts that the average increase for 1987 of the private sector comparisons was 3.4% which is even more than the Union demands. It points out that the Employer has received arbitration awards involving its county law enforcement employees and social service employees and the Employer's proposal of no increase in 1987 was rejected by the arbitrator in both cases. The Union asserts that its proposal closely tracks the tentative agreement reached with the Employer's bargaining team and rejected by the county board. It argues that in the settlements in the county, city and neighboring counties everyone got a raise and the settlements averaged 3.69% in 1987. The Union contends that none of the other employees of the Employer or the employees in the comparable groups work on holidays for straight time. It argues that the holiday rate of pay is significant because the Employer has instructed an employee to be available for work on a holiday. It takes the position that the floor of 936 hours for part-time benefits and the deletion of the shift differential would alter the status quo and should not be done unless it is a uniform practice among the comparables and there is a compelling reason for such a change.

EMPLOYER'S POSITION

The Employer argues that it paid the highest rates or near the top in the comparable groups during 1986 and its no increase proposal for 1987 would maintain its ranking. It contends that continuation of the 1986 rates in 1987 would not have an adverse effect on its employees. The Employer takes the position that its 1986 wage rates are higher than comparable positions within the private sector. The Employer points out that the issue of holiday pay was not discussed by the Union and the Employer during any negotiations and it does not object to the Union's proposal in that respect. It contends that its final offer is more in line with the reality of the actual wage rates paid in the public and private sectors in the area. The Employer asserts that its proposal would continue its employees as the highest paid in the public and private sector in the area. It argues that its employees should not receive an increase in wages just because everyone else received one.

DISCUSSION

The Union urges the use of Comparable Group A for purposes of comparison and the Employer contends that the arbitrator should rely on Comparable Group B. Actually the comparable groups are almost exactly the same except that Comparable Group B does not include Brown County but does include the City of Sheboygan. Brown County is not contiguous to the Employer and that is a reason for not including it in the comparable group but the Employer would include Outagamie, Winnebago and Dodge Counties even though they are not contiguous. Brown County is more heavily populated than the Employer or any other county in Comparable Group A and it does have a larger metropolitan area than the Employer. However it is in the same region as the Employer and has an impact on the wages of the Employer. The City of Sheboygan is the largest community within the Employer's boundaries and it would not be improper to include it in a comparable group to which the Employer should be compared. The one problem might be that the job descriptions of employees in the courthouse are not necessarily the same as the job descriptions in the City of Sheboygan. In any event there is sufficient similarity between the two comparable groups to make either of them proper for consideration by the arbitrator. For the purpose of these proceedings both Comparable Group A and Comparable Group B will be considered appropriate for comparison with the Employer and will be relied upon by the arbitrator in making his award.

Both the Union and the Employer consider the primary issue in this dispute to be wages because agreement probably could have been reached on the other issues if there was an agreement on wages. However the arbitrator's award must be based on the entire final offer that he selects. Since the final offers contain proposals on issues other than wages that are not exactly the same, the arbitrator must at least give consideration to the differences between the proposals in making his award.

The Employer proposes that employees may use 12 hours of existing vacation time in one hour increments each year. The Union did not make any proposal with respect to that issue and neither party offered any evidence in support or opposition to it. Since there appeared to be no opposition to the proposal the arbitrator finds that the proposed language permitting employees to use 12 hours of existing vacation time in one hour increments each year is reasonable.

The Employer's final offer proposed that employees be permitted to use sick leave for the illness of parents and for the death of grandparents. Neither the Employer or the Union offered any evidence on the issue and neither of them made any argument for or against the proposal. In the absence of any evidence or argument by the Union, the arbitrator finds the Employer's proposal with respect to the use of sick leave to be reasonable and supported by the statutory criteria. The Employer's proposal proposed that holiday dates be updated to reflect the days off in 1987 and 1988. Again neither party offered any evidence with respect to the issue and no arguments were made either for or against it. The arbitrator finds the proposal to update holiday dates to reflect days off in 1987 and 1988 to be reasonable and supported by the statutory criteria.

The Employer's final offer proposed that language be added to the agreement to eliminate the payment of shift differential on vacation, holiday and sick leave hours. The Employer presented no evidence supporting its proposal to eliminate the shift differential for those hours. In the absence of any evidence that would justify the need for a change in the status quo the arbitrator finds the Union's proposal to continue the status quo to be more reasonable and supported by the statutory criteria. The Employer proposed that the language of the collective bargaining agreement be changed to require employees on leave of absence to pay health and dental insurance premiums to the Payroll Department instead of the County Clerk. Neither the Union nor the Employer offered any evidence or argument for or against the Employer's proposal for the change. Accordingly the arbitrator finds the Employer's proposed change to be reasonable and supported by the statutory criteria. The Employer's final offer proposed that part-time employees must work 936 hours or more to be eligible for prorated fringe benefits. In the past part-time employees have been eligible to receive health insurance and prorated fringe benefits on a prorated basis regardless of the number of hours they worked in a year. The Employer offered no evidence and made no arguments that would justify changing the status quo and initiating a floor of 936 hours of work per year for an employee to be eligible for health insurance and fringe benefits on a prorated basis. Its proposal would be a "take away" from the Union without any quid pro quo. It would be the beginning of a two tiered benefit structure for bargaining unit members. In the absence of any evidence that would justify the change proposed by the Employer the arbitrator finds it to be unreasonable and not supported by the statutory criteria.

Each of the parties have proposed reclassifications of a number of positions. From a reading of the final offers it would appear that the proposed reclassifications are the same except that it appears that the Employer proposes to change a Clerk/Typist II to an Accounts/Clerk II while the Union proposes to change a Clerk/Typist I to an Account/Clerk II. The proposals with respect to reclassifications may be exactly the same and any difference may be the result of an error. In any event the proposals for reclassification are so similar that the arbitrator deems them both to be reasonable.

Another issue involves the Union's proposal that an employee who works on a holiday shall be paid at time and one-half of the regular rate of pay plus the holiday time off. In the past this has never been an issue because courthouse employees were not required to work on holidays. In April of 1987 one employee was advised that she would be scheduled to work the day after Thanksgiving, the day before Christmas and any weekday when the holiday falls on a weekend and the Employer gives the prior weekday or following weekday as a designated holiday. This is a new requirement by the Employer. Currently the Employer pays its social workers and the employees at the institutions time and one-half when they work on holidays, and Law Enforcement and Highway employees receive double time when they work on holidays. Thus the internal comparison supports the position of the Union. The Employer presents no evidence justifying the disparate treatment of the courthouse employees. Ordinarily the municipal employers pay the employees who work on holidays on a uniform basis. The internal comparisons justify the payment of time and one-half to the one employee in the courthouse

bargaining unit who is required to work on holidays. The external comparisons support the Union's position that employees who are required to work on holidays be paid one and one-half times their regular rate plus the holiday pay.

Wages are the real issue in this dispute. The Union's offer maintains the 1986 ranking of most of the Employer's employees better than the Employer's proposal. For example, the Account/Clerk I wage would retain its rank of fourth in Comparable Group A while the Employer's proposal would drop it to fifth in 1987. The Account/Clerk II wage would retain the rank of second in Comparable Group A under the Union's proposal while the Employer's proposal would drop it to third. The Clerk/Typist I wage would retain its ranking of second in Comparable Group A under either the Employer's offer or the Union's proposal and so would the position of Clerk/Typist II. The Secretary II wage in 1987 would rank fifth under either the Employer's proposal or the Union's proposal. The Maintenance Worker wage would rank first in 1987 under either the Employer's proposal or the Union's proposal.

The Employer's Law Enforcement and Social Service bargaining unit were offered salary proposals similar to the Employer's offer to the courthouse bargaining unit. The Employer offered the Law Enforcement personnel a zero wage increase in 1987 and a 3% increase in 1988. The employees proposed a 3.5% increase in 1987 and a 3.5% increase in 1988. The Employer offered the Department of Social Services employees a zero wage increase in 1987 and a 3% wage increase in 1988. The Union proposed that the Social Services employees receive 3.5% on January 1, 1987, 3% on July 1, 1987 and 3% on January 1, 1988. The wages for both of those bargaining units were resolved by arbitration and the arbitrator selected the employees' proposals in both cases and rejected the proposals of the Employer that provided no wage increase in 1987. The Union's proposal is similar to the proposals selected by the arbitrator in the Law Enforcement arbitration and the Social Services arbitration.

All of the communities in and around the Employer reached agreement for 1987. The settlements in and around the Employer and in the neighboring counties in 1987 resulted in wage increases for all employees that averaged 3.69%. The Union's proposal of a 3% increase on January 1, 1987 is even less than the average. Its proposal for a 3% increase in 1988 is not unrealistic and follows the pattern in the area established by those municipal employers who have reached agreement for that year.

The Employer points to the 1987 settlements of the institution employees and the nurses. Both of those bargaining units received zero wage increases in 1987. However the institution employees were faced with the possibility of privatization and they were willing to accept a zero increase in 1987 in return for a promise of job security and no layoffs. The nurses agreed to a zero increase in 1987 but they received two increases of 3% each in 1988 and an additional 3% increase in 1989. The Highway employees petitioned for arbitration and a consent award was agreed upon that provided no wage increase for 1987 but gave a 50¢ per hour increase on January 1, 1988 and another 12¢ per hour on July 1, 1988. In 1989 the highway employees will receive 35¢ an hour increase on January 1st and another 5¢ per hour on July 1st. The award provides that all

employees hired before January 1, 1988 are guaranteed protection against layoffs through December 31, 1989.

The Employer's proposal to the employees at the county institutions was somewhat similar to its proposal to the Union but the circumstances are very different. The county institutions faced the possibility of privatization and they agreed to accept a zero increase in 1987 and changing the eighteen month step to fifteen months and increasing the rate by 24¢ per hour in 1988 in return for guarantee of no layoffs. The nurses' agreement provided for a zero percent increase in 1988 but had a 3% increase on January 1, 1988, another 3% increase on July 1, 1988 and a 3% increase on January 1, 1989. The Highway Department employees agreement has a zero increase in 1987 but provides an increase of \$1.02 per hour over the next two years and includes a no layoff provision. The agreements of the nurses, Highway Department employees and Sheriff's Department employees are much more attractive than the Employer's proposal to the Union. In the *second* year of those agreements they provide wage increase that are substantially larger than the Employer offered to the Union as an inducement to accept the zero wage increase in 1987. A further inducement was offered to those bargaining units in the form of a no layoff provision.

The problem with the Employer's proposal is the zero percent increase in 1987. For a number of years the Employer and the Union have reached agreement on wage increases that established wage relationships between the employees in the courthouse bargaining unit and the other bargaining units of the Employer as well as with employees performing similar services in the comparable groups. Those relationships would be disrupted by the Employer's proposal of a zero increase in 1987. It is such a radical departure from the pattern of settlements agreed to by other municipal Employers in the area that it disrupts the wage relationships established by bargaining. The Employer's proposal to the courthouse bargaining unit contains no adjustment in 1988 that compensates the employees for the zero wage increase in 1987 and would place those employees one year behind the other bargaining units and employees performing similar services for the municipal employers in Comparable Groups A and B.

The wage increases granted to employees in the comparable groups performing similar services averaged about 3.69% for 1987. The Union's proposal has a 3% increase in 1987 and matches up with those proposals very well. The Union's proposal for a 3% increase in 1988 is not unreasonable when compared to the increases given by the other municipal Employers in the comparable groups to employees who perform similar services. It would maintain the wage relationships between the courthouse bargaining unit and the Employer's other bargaining units who have agreed to 1988 increases that compensate them for a zero wage increase in 1987.

It is apparent that the 1986 wages of the Employer's courthouse employees were at the high end of the scale when compared to other employees in Comparable Groups A and B performing similar services. In a few cases some employees would still remain at the high end of the scale in 1987 even if they did not receive increases that year. However the wage relationships between the courthouse employees and the other employees in Comparable Groups A and B were achieved as

a result of collective bargaining. Arbitrators are reluctant to make awards that disrupt those relationships in the absence of some compelling reason. There is no reason that would justify disrupting the wage relationships between employees in the courthouse bargaining unit and the Employer's other employees and the employees in the comparable group performing similar services. Some of the Employer's other bargaining units did agree to zero wage increases in 1987 but they are being compensated in 1988 and sometimes in 1989 with increases that make up for the zero wage increases in 1987. No such adjustment has been proposed for the courthouse employees in 1988. The employees at the county institution did accept a proposal with a zero wage increase in 1987 but their circumstances were unique because of the threat of privatization.

Another factor that makes the Employer's proposal unacceptable is the fact that it contains "take backs" in the form of the elimination of shift differentials for vacation, sick or holiday pay and the imposition of a requirement that part-time employees must work 936 hours per year to be eligible for prorated fringe benefits. None of those "take backs" were imposed on the Employer's other bargaining units. All of the employees of the other bargaining units received premium pay for working on holidays but that benefit was not offered to employees in the courthouse bargaining unit.

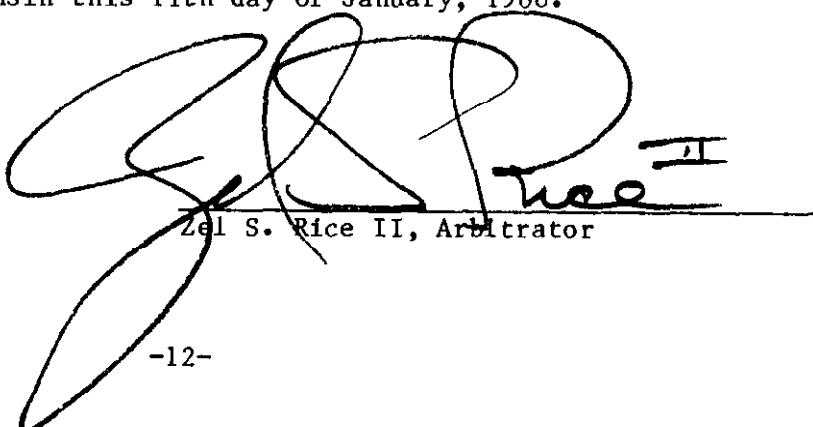
The Employer attempted to reach agreements with its employees that included a zero wage increase in 1987. It was able to achieve that type of an agreement with some bargaining units by offering exceptionally high benefits in the second and third years of those agreements. The Employer's proposal does not include any exceptional benefits in 1988 that would justify the arbitrator in imposing a zero wage increase on the courthouse employees for 1987.

It therefore follows from the above facts and discussion thereon that the undersigned renders the following

AWARD

After full consideration of the criteria set forth in the statutes and after careful and extensive examination of the exhibits and briefs of the parties the arbitrator finds that the Union's final offer more closely adheres to the statutory criteria than that of the Employer and directs that the Union's proposal contained in Exhibit A be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin this 11th day of January, 1988.



Zel S. Rice II, Arbitrator

EXHIBIT A

RECEIVED

JUN 25 1987

Final Offer of the Union

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

SHERBOGAN COUNTY SUPPORTIVE SERVICES
LOCAL 110, AFSCME, AFL-CIO

All items tentatively agreed upon shall be incorporated into the January 1, 1987 to December 31, 1988 agreement. All items not addressed in the Union's final offer be incorporated into the January 1, 1987 to December 31, 1988 Agreement from the January 1, 1985 to December 31, 1986 Agreement. The Union proposes the following changes to become effective January 1, 1987, unless otherwise specified.

Article XI WAGES, PAY PLAN AND SHIFT DIFFERENTIAL

The Union proposes that- the 1986 compensation plan (B. 1986 PAGE 10, 11 and 12) be increased three percent (3%), effective January 1, 1987.

The Union proposes that- effective January 1, 1988 the compensation plan be increased an additional three per cent (3%), over the 1987 rate of pay.

Helen S. ... 6/17/87
Paul N. ... 6-17-87

The Union proposes the following reclassifications to be effective January 1, 1987.

1. Deputy Zoning Adm./Draftsman (Michael J. DeHaster) presently grade 15 to Deputy Zoning Adm./Draftsman, grade 16
2. Clerk Typist 1 (Jo Anne Dommissee and Shirley Brey) presently grade 8 to Secretary 1, grade 9
3. Clerk Typist 1 (Janet Hoffman) presently grade 8 to Secretary 11 grade 11(eleven)
4. Account Clerk 1 (Denise Thill) presently grade 10 to Secretary 11 grade 11(eleven)
5. Clerk Typist 1 (Marlana Fiorentino) presently grade 10. to Account Clerk 11 grade 13
6. Court Secretary (all employees) presently grade 12 to Court Secretary grade 14

Article XVIII Holidays The Union proposes the following be added to the existing language.

- f. When an employee works on a holiday, the hours worked shall be paid at the time and one-half (1½) of the regular rate of pay plus holiday time off.

Allen J. Justice Rep. 6/17/87
Ray [unclear] - 6-17-87
Peter [unclear] - 6-17-87

Article XXVIII DURATION

This Agreement shall be effective January 1, 1987 and shall remain in full force and effect up to and including December 31, 1988. It shall continue in full force and effect thereafter until such time either party desires to open, amend, or otherwise change this agreement and expresses a desire to do so in writing to the other party.

Article XVIII HOLIDAYS

All employees except as herein provided, shall be granted twelve (12) paid holidays during calendar year 1987 and 1988. They are as follows:

HOLIDAY	1987	1988
1. New Years Day	Thurs., Jan. 1	Fri., Jan. 1
2. Good Friday Afternoon	Fri., April 17	Fri., April 17
3. Memorial Day	Mon., May 25	Mon., May 30
4. Independence Day	Fri., July 3	Mon., July 4
5. Labor Day	Mon., Sept 7	Mon., Sept., 5
6. Thanksgiving Day	Thurs., Nov., 26	Thurs., Nov. 24
7. Day After Thanksgiving	Fri., Nov. 27	Fri., Nov. 25
8. Christmas Eve Day	Thurs., Dec. 24	Fri., Dec. 23
9. Christmas Day	Fri., Dec. 25	Mon., Dec. 26
10. New Years Eve Afternoon	Thurs., Dec. 31	Fri., Dec. 30
11. Floating Holiday		
12. Floating Holiday		

Allen J. ... Rep 6
6-17-8
...

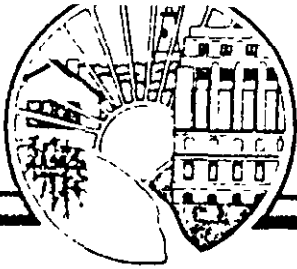


EXHIBIT B

JUN 18 1987

SHEBOYGAN COUNTY
PERSONNEL COMMITTEE

1987-1988 LABOR CONTRACT

FINAL OFFER

OF

JUNE 17, 1987

TO

SHEBOYGAN COUNTY
SUPPORTIVE SERVICES
LOCAL 110, AFSCME, AFL-CIO

Peter J. Witt
6-17-87
Carol G. Gorman 6-17-87
Q. Medley 6/17/87

The Sheboygan County Personnel Committees Final Offer dated June 17, 1987 to the Sheboygan County Supportive Services, Local 110, AFSCME, AFL-CIO is as follows:

A. FINAL OFFER:

1. Duration - Two Years - January 1, 1987 through December 31, 1988.
2. Vacation - Employees may use twelve (12) hours of existing vacation time in one (1) hour increment per year.
3. Sick Leave - Employees may use sick leave illness of parents and for death of grandparents.
4. Holidays - Holiday dates were updated to reflect days off in 1987 and 1988.
5. Shift Differential - Contract language added to eliminate the payment of shift differential on vacation, holiday and sick leave hours.
6. Leave of Absence - Change contract language for employees on a Leave of Absence to pay health and dental insurance premiums to payroll department instead of County Clerk.
7. Insurance Benefits - Add contract language for new part-time employees who must work nine hundred thirty-six (936) hours or more to be eligible for pro-rated fringe benefits.

8. Reclassifications (Effective January 1, 1987)

Clerk of Courts: Court Secretary - Change from
Salary Grade 12 to 14
Clerk Typist I to Secretary I

County Clerk: Account Clerk I To Secretary II

Office on Aging: Clerk Typist I to Secretary II

Planning Department: Deputy Zoning Administrator -
Change from Salary Grade 15
to 16

County Treasurer: Clerk Typist II to Account
Clerk II

9. Wage Increase

1987 - No Wage Increase
1988 - Twenty-five cents (\$.25) per hour across
the board.

Allen D. Jensen 6/17/87
Robert J. Wirth
6-17-87
[Signature]