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FREDERICK P. KESSLER
ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the matter of the interest arbitration
between

LOCAL 2489, AFSCME, AFL-CIO

DECISION

and

Case 268. No 483⁸⁴,

INT/ARB 6684

Decision No. 27630-A

ROCK COUNTY (COURTHOUSE EMPLOYEES UNIT)

A. INTRODUCTION

On June 14, 1993, this arbitrator was advised that he had been selected by Local 2489, AFSCME, AFL-CIO (hereinafter referred to as "the Union") and Rock County (hereinafter referred to as "the County") to hear the interest arbitration dispute pending between them. A hearing on the matter was scheduled for July 13, at 11:00 a.m. in the Courthouse in Janesville.

The hearing was commenced at 11:18 a.m. and recessed at 3:20 p.m. It reconvened at 4:00 p.m. and adjourned at 5:50 p.m. Each party submitted documentary evidence and presented witnesses. The parties agreed that briefs would be submitted, through the arbitrator, dated August 2nd. The final brief was received on August 4th.

B. APPEARANCES

Rock County was represented by Bruce K. Patterson, an Employee Relations Consultant retained by the County. He was assisted by James Bryant III, Personnel Director for Rock County. Also present was Julie Eberlein, a Fiscal Analyst for the County and Renee Grover, Operations Manager for the Rock County 911 system. Ms. Grover appeared as the County's only witness.

The Union appeared by Thomas Larsen, a Staff Representative for Wisconsin Council 40, AFSCME. He called as witnesses Peg Slaback, a Rock County Social Services Aide; Joan Maves, an Account Clerk in the office of the Clerk of Court; Linda Romps, an Economic Support Specialist for the Department of Social Services; Kris Evenson, an Emergency 911 Dispatcher for Marathon County; Mary Berger, a Rock County Sheriff's office Dispatcher, and Kay O'Connell, Rock County Clerk. Also present were Alice Hall, Kim Noss, Ann Renely, Colleen Hoover, and Union Vice-President Micheal Goodwin.

C. STATUTORY AUTHORITY

Section 111.70 (4)(cm) 7 Wis. Stats. sets the criteria an arbitrator must consider in the evaluation of the final offers in these disputes. The statute reads as follows:

111.70 Municipal Employment (4) (cm)

7. Factors Considered. In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator shall give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulation of the parties.
- c. The interest and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities.
- f. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment with other employees in private employment in the same community and comparable communities.
- g. The average consumer prices for goods and services commonly known as the cost of living.
- h. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

D. FINAL OFFERS

1. The Union Final Offer.

The Union's final offer primarily focuses on the reclassification of some positions under the current labor agreement. The Union wants the new contract to:

1. Provide for the reclassification of Dispatchers to Telecommunicators at pay range 1a, effective 1/1/93.
2. Provide for a new classification of Lead Telecommunicator at the following pay rates (1/1/93).

<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
\$10.50	\$11.10	\$11.66	\$11.98	\$12.31
3. Provide that the Account Clerks II working in the Clerk of Courts Accounting office receive a task rate premium of fifteen cents (\$.15) per hour, effective 1/1/93.
4. Provide for the reallocation of Economic Support Specialists to pay range 4, effective 1/1/93.
5. Provide for the reclassification of the Deputy County Clerk to pay range 1, effective 1/1/93.
6. Provide for the reallocation of the Social Service Aide IIs to pay range 8, effective 1/1/93.
7. Modify Sec. 13.06(B) to provide that the employer shall pay the benefit adjustment contribution up to a maximum of one and two-tenths percent (1.2%). Section to read as follows:

"B. In addition to the amount in A above, the County shall pay the benefit adjustment contribution equal to one and two-tenths percent (1.2%) of earnings beginning 1/1/92, as set forth in Section 40.05(2m), Wisconsin State Statutes (1983-84)."
8. Modify Sec. 13.11 & 13.12 to provide for an increase of fifty dollars (\$50.00) in the uniform allowance. Sections to read as follows:

13.11 Sheriff's Department Matrons. In the event that any clerical employees of the Sheriff's Department are currently receiving benefit in lieu of wages, which benefits are in excess of those provided herein, such employees shall continue to receive benefits until their employment in Rock County Sheriff's Department is terminated for any reason. It is further provided that upon termination of employment of any such employee in the Sheriff's Department, the benefits in lieu of wages received by his/her successor shall be in strict conformity with the provisions of this agreement.

Each employee covered by this Agreement, employed in the Rock County Sheriff's Department, shall be granted an annual uniform allowance of \$245.00 from which they may draw as necessary, and they shall receive laundry and dry cleaning expenses of \$95.00 per year.

13.12 Uniform Allowance - Correctional Officers. The County shall grant an annual uniform allowance of \$300.00 from which they may draw as necessary. The County shall grant an annual laundry and dry cleaning allowance of \$175.00."

9. Modify Section 14.11 to include telecommunicators and lead telecommunicators, such section to read as follows:

14.11 Court Pay - Correctional Officers and (Lead) Telecommunicators. Correctional Officers and (lead) Telecommunicators who are off duty and are recalled in to work or are subpoenaed to appear in court as a result of their work assignment shall receive a minimum of two hours pay at the rate of time and one-half. If the covered employee is required by the Court to be present in court for time over and above the minimum, said employee shall be paid at the rate of time and one-half.

Employees shall be reimbursed for mileage costs incurred because of court appearances required under this provision.

Employees shall sign and turn over to the County any and all fees and reimbursements paid because of court appearances resulting from their work assignments.

10. Add a new Sec. 19.02 to provide as follows:

"Where the provisions of this collective bargaining agreement reference 'dispatchers' and/or 'employee... in the Rock County Sheriff's Department' such reference shall be assumed to include employee's working in the County's 911 Communications Department."

11. HEALTH INSURANCE: The coverage shall be the County's self-funded plan equal to WPS's Care Share Plan. Option 3 Sample selected benefits are:

\$100.00 Deductible, 80% co-insurance to \$1250.00; 3 deductibles per family; Aggregate family co-insurance 2X single plan; Chiropractic coverage limited to 15 visits per year; Health Care Compare; Dependent coverage to age 25; \$5.00/\$10.00 Generic/Brand Drug Co-pay; Hold harmless provision included; deductible applies in case of accident; Lifetime maximum of \$1,000,000; out-of-pocket limits \$350.00 single and \$800 family.

This plan would be implemented no more than sixty (60) days following receipt of the Arbitrator's award. Effective on the same date of implementation of the health insurance plan all wage rates shall be increased by \$.27 per hour.

12. Provide for wage increases of four percent (4%) effective 1/1/92 and four percent (4%) effective 1/1/93.
13. Provided for two year term of Agreement. 1/1/92 - 12/31/93, change all applicable dates to reflect such term.

2. The Final Offer of the County.

The final offer of the County contains identical provisions regarding wages, health insurance, and retirement contributions. The County also focus on the classification of some new positions. In the areas that are not identical to the Union offer, the County wants to the new labor agreement to differ from the prior contract as follows:

4. Revise Article II - Recognition and Bargaining Unit to read as follows

2.01 (paragraph 2)

Local 2489: All regular full-time and regular part-time clerical employees in the Rock County Courthouse (Janesville), the Rock County Administrative Building (Beloit), the Rock County Department of Social Services (Public Welfare), the Rock County Public Works Department, the Rock County Sheriff's Department, BETA Building, and all full-time matrons, cook-matrons and food supervisors and non-deputized dispatchers of the Rock County Sheriff's Department, but excluding all confidential, supervisory, craft, professional and all other employees of Rock County and all regular full-time and regular part-time employees of the Rock County Huber Facility, excluding confidential, supervisory, craft and professional employees; certified by the Wisconsin Employment Relations Commission March 9, 1991, and effective with the County's implementation of budgeted (1993) positions and all full-time and regular part-time telecommunicators lead telecommunicators and clerical employees of the 911 Program, but excluding all confidential, supervisory, craft, professional employees. Case CXXVI No. 27374-ME-1960, Decision No. 18446.

5. Revise Section 14.01, Section D to read as follows:

Section D - Shift Differential

1. Correctional Officers and Dispatchers.

Dispatchers and Correctional officers who work on the second shift (3:00 p.m. - 11:00 p.m.) shall receive 1% of their base pay as a shift differential. Dispatchers and Correctional Officers who work on the third shift (11:00 p.m. - 7:00 a.m.) shall receive 2% of their base pay as shift differential.

2. Lead Telecommunicators and Telecommunicators.
(Effective 9/1/93 or later)

Lead Telecommunicators and Telecommunicators who work the second shift (3:00 - 11:00) shall receive 1% of their base pay as shift differential, those who work the third shift (11:00 p.m. - 7:00 a.m.) shall receive 2% of their base pay as shift differential, those who work the mid-shift of 11:00 a.m. to 7:00 p.m. shall receive 1% of their base pay between 3:00 p.m. and 7:00 p.m. and those who work the mid-shift of 7:00 p.m. to 3:00 a.m. shall receive 1% between 7:00 p.m. and 1100 p.m. and 2% between 11:00 p.m. and 3:00 a.m. as shift differential.

6. Add Section 14.01, Section G. Work Schedule - Lead Lead Telecommunicators and Telecommunicators.
(Effective 9/1/93 or later)

Employees shall work on a 5-2, 5-3 work schedule and will report to work ten (10) minutes prior to their regular shift starting time. Shifts shall be as follows: 1) 7:00am to 3:00 pm; 2) 11:00 am to 7:00 pm; 3) 3:00 pm to 11:00 pm; 4) 7:00 pm to 3:00 am; 5) 11:00 pm to 7:00 am.

7. Create Article 4.09 as follows:

Employees other than probationary who are promoted to the classification of Telecommunicator or Lead Telecommunicator shall serve a sixty-day trial period which shall begin upon completion of a sixty-day training and orientation period.

8. Coffee and Lunch Breaks - Telecommunicators and Lead Telecommunicators (Effective 9/1/93 or later)

Employees shall be granted a fifteen minute coffee break prior to their lunch break and following their lunch break. Such coffee breaks shall not disrupt or disturb efficiency of the Department. Lunch break will consist of a 20 minute paid break mid-way during the shift.

9. Create New Section: Initial Shift Selection--911 Telecommunicators & Lead Telecommunicators

Initial Shift Selection--911 Telecommunicators & Lead Telecommunicators.

It is agreed that upon the completion of probation or trial period the initial shift selection shall follow the following practice:

1. By seniority
2. If same seniority date - placement on eligibility list.
3. If seniority, placement on eligibility list is equal - will flip a coin.

Shift assignment during probation will be at the discretion of the employer.

11. New Classifications - Effective 9/1/93 or Later

A. Telecommunicator

	Step A	Step B	Step C	Step D	Step E
1993	10.03	10,62	11.18	11.50	11.84

E. POSITION OF THE UNION

1. Telecommunicators and Dispatchers.

Rock County will take over the police, fire, and other emergency dispatch functions now performed by the City of Beloit and the City of Janesville, in addition to the dispatch work it is now providing for the County Sheriff's Department. The impact of the creation of a County wide 911 Emergency system to perform those functions is the major issue in this dispute.

The final offer of the Union provides that existing dispatchers will become Telecommunicators effective January 1, 1993. This is a newly created position. Current employees would not have to fill out applications to be named to their existing jobs. The duties of the new Telecommunicators are identical to the existing job functions of Dispatcher. Current employees will be able to work on the new equipment with only minimal training. They should be secure in their jobs.

The County wants to avoid the higher wages that current seniority would bring to these employees by treating them as new hires. Existing employees would have a base pay about \$3000 higher than newly hired employees. Current employees, who have performed well over the years, should not be discarded like obsolete equipment because the system of delivery of the same service is being expanded.

The County's effort to double the trial period for new Telecommunicators and Lead Telecommunicators only increases employee anxiety and insecurity. The current sixty day period is adequate. Employees are screened before they are hired. That screening, along with the existing trial period, will now, as it has in the past, assure the public that competent persons are handling the emergency calls.

The County's offer is unfair, particularly in the way it impacts on the existing Sheriff's Department Dispatchers. The County would terminate all Sheriff's Dispatchers, rather than integrate them into it's new emergency dispatch system. The Sheriff's Dispatchers have already worked on a county wide basis; they need only to become familiar with the new equipment and modifications of the system.

2. Account Clerk II

Account Clerk II employees who work in the Clerk of Courts office are misclassified because the work they do is different from the work done by Account Clerk II's from other departments. Other Account Clerks II's who transfer to the Clerk of Courts office are not able to do the job as well as those doing this work presently. The Clerk of Court job functions are different and more complex. A \$.15 per hour task rate would appropriately compensate the Clerk of Court Account Clerks for the more demanding responsibilities.

3. Economic Support Specialists.

Rock County Economic Support Specialists wages are at the bottom of the wages compared with similar workers in other counties, although their job is more complex. Because Rock County abuts the state of Illinois, Economic Support Specialist must be familiar with the welfare provisions in both states. New welfare reform programs limit a recipient to the dollar amount that they received in the state of their prior residence. Economic Support workers now receive special state mandated training prior to performing their new duties. Their job is more complex and justifies a higher pay classification.

4. Deputy County Clerk

In the past, Deputies to the Register of Deeds and to the County Treasurer, had been in the same pay classification as the Deputy County Clerk. Those two jobs have, however, been reclassified to a higher pay range. In other counties, all of the Deputy positions are kept at parity. The Deputy County Clerk should be restored to parity, which is pay classification one.

5. Social Service Aides

Four Social Service Aide II's were not included by the County when it recently upgraded the Social Service Aide II position into a new classification of Family Skills Specialist. The new job performs much of the routine work previously done by Social Service Aide II's. The Social Service Aide II has more complex responsibilities and should also have been reclassified to a higher pay level.

6. Uniform Allowance

The Uniform allowance was increased by \$100.00 for uniformed Sheriff's Department employees. The proposed \$50 increase for other uniformed employees is not unreasonable. There has been no increase in the uniform allowance since 1986, although the cost of clothing has certainly increased since that time.

F. POSITION OF THE COUNTY

The new 911 Emergency Communications Center that is being set up by Rock County is substantially different than the current Sheriff's Department dispatch operation. New, more sophisticated computer intensive equipment is being acquired. Strong keyboarding skills will be needed to operate the equipment efficiently. The volume of calls will be increased dramatically by the addition the City of Beloit and the city of Janesville to the system. Those two cities alone, have a majority of the County's population. In short, the operation will be much larger and more complicated.

Comparable communities use mid-shift schedules because they allow concentration of personnel when the demand for service is the highest. The sixty day increase in the probationary period is consistent with the practices in the comparable communities and necessary to accustom everyone to both the new schedules and the new equipment. The Union's opposition to changes is nothing more than fear of the unknown. That is not a good reason to prevent development of a new, more effective system to deliver emergency service.

The reclassifications the Union is seeking are not justified. There were no significant changes in the job content of Economic Support Specialists, Social Service Aides, or the Deputy County Clerk. The Union failed to demonstrate a changed relationship with other positions within the various departments.

G. COMPARABLE COMMUNITIES

The parties are agreed that the appropriate comparable governmental units are Brown, Kenosha, Marathon, Outagamie, Racine, Sheboygan and Winnebago Counties, and the two principle cities in Rock County, Beloit and Janesville. The counties have a population as follows:

Brown	194,595
Kenosha	128,181
Marathon	115,400
Outagamie	140,510
Racine	175,034
Sheboygan	103,887
Winnebago	<u>140,320</u>
Average	142,561
Rock	139,510

The average population of the seven counties is very close to the actual population of Rock County. All were similar in that they were not unduly influenced by economic conditions in a large metropolitan area.

H. COMPENSATION AND TRIAL PERIOD FOR DISPATCHERS

The most significant difference between the two final offers is the way each treats the impact of the commencement of the new 911 Emergency System. The new system would replace the existing dispatchers for the Sheriff's Department and the dispatchers currently employed by the the Cities of Beloit and Janesville. The County wants to hire a new staff for this service, and the operators would be classified as Telecommunicators. The Union wants the existing Sheriff's dispatchers automatically moved into the new system. The offers also differ in compensation, shift differential, lunch and break times, and the length of the probationary period for new employees in the 911 System.

1. Compensation

The 911 Emergency System is more complicated than the systems that were used in the past by either the Sheriff's Department or the municipalities. Part of the reason is the degree of sophistication of the equipment and part of the reason is the dramatic increase in the population now served by one system. Staff will clearly have to acquire additional knowledge and skills. Training will be essential even for the most experienced of existing dispatchers.

The Union wants the Telecommunicators be classified at a higher rate than the existing dispatchers. The County wants an initial rate without reclassification. Those rates are as follows:

Union - Telecommunicator	10.50	11.98
County - Telecommunicator	10.03	11.84
Union - Lead Telecommunicator	10.50	12.31
County - Lead Telecommunicator	10.50	12.31

The wage history for the comparable units of government for dispatchers is as follows:

<u>Counties and Cities</u>	<u>1991</u>		<u>1992</u>		<u>1993</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Beloit	\$8.04	\$10.86	\$8.53	\$11.53	\$9.19	\$12.28
Janesville	9.50	11.22	9.78	11.56	10.11	11.95
Brown	10.32	11.82	10.79	12.29	11.28	12.78
Kenosha	9.85	12.31	10.19	12.74	10.57	13.22
Marathon	8.29	10.36	8.71	10.89	9.15	11.44
Outagamie	7.54	9.37	8.02	9.96		
Racine (sworn officers used)						
Sheboygan	9.12	9.89	9.56	11.65	9.97	12.15
<u>Winnebago</u>	<u>9.06</u>	<u>10.76</u>	<u>10.06</u>	<u>11.76</u>	<u>10.31</u>	<u>12.49</u>
Average	8.97	10.82	9.46	11.55	10.08	12.33
Rock	9.04	9.77	9.40	10.16		

In 1993, the County was seventh of nine counties in the comparable grouping at the minimum level, and eighth at the maximum level, for the Telecommunicator position. In 1992 it was sixth at the minimum level and eighth at the maximum level. The 1993 final offers would move the position to third under the Union offer and fifth under the County offer for the minimum level. For the maximum level, the County offer would rank seventh of eight, and the Union's offer would rank sixth. Longevity is not considered in the evaluation of the offers. The position of Lead Telecommunicator is not found in any of the comparable units of government.

When the compensation proposals of the parties are examined, considering only the position of Telecommunicator, the proposal of the Union is more preferable than that of the County. If the position of Lead Telecommunicator is added, with an unspecified number of employees placed in that position, the preference shifts to the County's offer.

2. Shift differential.

The two proposals contain nearly identical shift differentials. The County's proposal allows the 911 management to allocate employees to different times in order assign workers to times when the communication center is busiest.

<u>Counties</u>	<u>Hourly Differential</u>
Brown	None
Kenosha	\$.15 2nd Shift
	.25 3rd Shift
	.20 4th Shift
Marathon	.10 2nd Shift
	.15 3rd Shift
Outagamie	None
Racine	None
Sheboygan	.20 2nd Shift
	.25 3rd Shift
Winnebago	None
City of Beloit	.20 after 1:00 pm
	.25 after 11:00 pm
City of Janesville	\$10 per pay period for 2nd shift
	\$18 per pay period for 3rd shift
Rock County	
Union offer	1% 2nd shift
	2% 3rd shift
County offer	1% 2nd shift
	2% 3rd shift
	1% midshift (3 p.m. to 11 p.m.; 7 p.m. to 11 p.m.)
	2% midshift (11 p.m. to 7 a.m.)

Management should have the right to assign workers in the most efficient fashion. Both the objectives of holding down the cost of the operation, and of effective service to the residents are appropriate. The County's split shift proposal gives it the flexibility to do that. For that reason, the final offer of the County is preferable on that point.

3. Lunch and Break period.

The County has proposed giving the employees two fifteen minute breaks, plus a twenty minute lunch period. This results in a lunch break of ten minutes less and break periods of fifteen minutes more. This is more total break time than provided by comparable counties or by the Union's offer [which would result in the current practice continuing].

<u>Counties</u>	<u>Break Periods</u>	<u>Lunch Periods</u>
Brown	2 to 5 minutes	30 minutes
Kenosha	2 to 15 minutes	20 minutes
Marathon	2 to 15 minutes	
Outagamie	no set break or	lunch period
Racine	2 to 15 minutes	30 minutes
Sheboygan	2 to 15 minutes	30 minutes
Winnebago	2 to 15 minutes	30 minutes.
City of Beloit	2 to 15 minutes	30 minutes
<u>City of Janesville</u>	<u>30 minutes</u>	<u>30 minutes</u>
Rock County	2 to 15 minutes	30 minutes
Union offer	no proposal, current	continued
County offer	30 minutes	20 minutes

The more generous offer of the County is preferable.

4. Probationary Period

The County is asking for a 60 day training period, followed by a 60 day probationary period for the Telecommunicator staff. The Union wishes to continue the the current 60 day probationary period and include any training in that time.

Most of the comparable counties and municipalities have a longer period of time before a new employee is given a permanent position. The other communities provide as follows:

<u>Counties</u>	<u>Time Period</u>
Brown	50 days
Kenosha	90 days
Marathon	six months
Outagamie	six months
Racine	six months
Sheboygan	six months
Winnebago	nine months
City of Beloit	40 days
<u>City of Janesville</u>	six months
Rock County	60 days
Union offer	60 days
County offer	60 days after 60 days of training

The equipment that the Telecommunicators will be operating will require new knowledge and greater skills then required of the current dispatchers. The number of agencies, the population, and the area being served will increase substantially. Each Telecommunicator will have to be familiar with geographical and municipal boundry information, as well as agency service areas, distances, and access routes that were not previously required.

Since Beloit and Janesville municipal dispatchers will also be phased out as the new system goes on line, it would be unfair to guarantee the jobs for Sheriff's Department dispatchers, while at the same time not protecting the jobs of the dispatchers of the two largest cities, which include more than half of the county's population.

When all the factors, including the Telecommunicators new job functions are considered, the final offer of the County is preferred in this area.

I. ACCOUNT CLERK II'S IN CLERK OF COURTS OFFICE

The Union's contention that the Account Clerk II's position is misclassified is supported by the testimony at the hearing. The Account Clerk II's in the Clerk of Courts office are performing more demanding work than what is done by other Account Clerk II's. The Union's final offer is preferable on this matter.

J. ECONOMIC SUPPORT SPECIALIST

I am not persuaded that the proximity of Rock County to Illinois requires more knowledge from the Economic Support Specialists. Any migration from other states to Wisconsin to secure better benefits falls on all the urban counties in the state, including Racine and Kenosha. There is no evidence showing a higher incidence of former Illinois residents on the welfare rolls of Rock County than any other county, including the agreed comparable counties.

An examination of the wage rates in comparable counties shows as follows:

<u>Counties</u>	<u>1991</u>		<u>1992</u>		<u>1993</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Brown	\$9.60	\$10.80	\$10.00	\$11.20		
Kenosha	10.24	12.79	10.55	13.17		
Marathon	8.68	9.50	9.67	10.53	10.16	11.06
Outagamie	8.05	9.31	9.15	10.52	9.61	11.05
Racine	8.63	12.31	9.07	12.93		
Sheboygan	8.22	9.95	8.55	10.35	8.91	10.79
<u>Winnebago</u>	<u>7.27</u>	<u>9.40</u>	<u>7.68</u>	<u>10.07</u>		
Average	8.81	10.58	9.24	11.25	9.56	10.97
Rock	8.61	9.31	8.95	9.68		
Union					9.78	10.57
County					9.31	10.07

Rock County was sixth of the eight counties in 1991 at the minimum level and last at the maximum level. In 1992 it maintained those positions. When compared with the three settled 1993 contracts, Rock County would be second under the Union's final offer and third under the County's final offer for the minimum level and last at the maximum level. In none of the comparable counties is longevity considered.

The offer of the County is preferred on the issue of the reclassification of Economic Support Specialists.

K. DEPUTY COUNTY CLERK

The Deputy County Clerk's job was not upgraded as were the positions of Deputy Treasurer and Deputy Register of Deeds. One of those positions has been given a different title, now "Title Research Analyst", which implies different functions.

In Brown and Kenosha Counties, the Deputy County Clerk is in a classification lower than the deputies in the Treasurers and Register of Deeds office. Racine and Marathon County do not have a Deputy County Clerk in the classified system. Winnebago and Sheboygan Counties pay all three positions the same rate. Outagamie County pays it's Deputy Treasurer at a higher rate.

Because it more nearly matches the position of the comparable counties, the pay rate for the Deputy County Clerk, in the final offer of the County is preferred.

L. SOCIAL SERVICE AIDE

All but four of the Social Service Aides employed by the County were reclassified in a new classification as Family Skills Specialists. The new position provided a higher wage rate. The Union contends that the new position came about as a result of the initiative of the immediate supervisor of the employees who were reclassified. They contend that all the employees should be upgraded.

Comparison of the existing position with the pay range for similar positions in the comparable counties, shows the following:

<u>Counties</u>	<u>1991</u>		<u>1992</u>		<u>1993</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Brown	\$9.36	\$9.95	\$9.75	\$10.35		
Kenosha	10.17	12.71	10.48	13.02		
Marathon	8.68	9.50	9.12	9.98	9.58	10.48
Outagamie	7.60	8.79	8.08	9.34	8.49	9.81
Racine						
Sheboygan	7.62	9.19	7.92	9.56	8.26	9.97
<u>Winnebago</u>	<u>7.01</u>	<u>8.97</u>	<u>7.40</u>	<u>9.61</u>	_____	
Average	8.41	9.85	8.79	10.31	8.78	10.09
Rock	8.02	8.81	8.34	9.16		
Union					8.75	9.80
County					8.67	9.53

During 1991 and 1992, Rock County was at the midpoint in three of the four categories, although it's wage was below the average for the six counties. For 1993, it would be second at the minimum and fourth at the maximum level under both final offers.

The reclassification is justified on the basis of the comparable wages paid in other counties. Therefore, as to this item, the final offer of the Union is preferred.

M. UNIFORM ALLOWANCE

The final offer of the Union is preferred as to this item. The Sheriff's Department increased the uniform allowance for its employees by \$100 for the contract period. Other employees who are required to wear uniforms should be similarly treated.

N. SUMMARY

This is an unusual case because basic wages and health insurance costs are not the items in dispute. Instead, the issue is the reclassification of some positions and the conditions for the start up of the County's new 911 Emergency System. These are issues that normally would not be on the table during a typical interest arbitration dispute.

Although the differences between the parties is often slight, the County's offer is more preferable to that of the Union in more of the issues in dispute. Therefore the County's final offer will be incorporated in the contract.

O. AWARD

The final offer of Rock County will be incorporated in the Contract between the Union and the County.

Dated at Milwaukee, Wisconsin
this 24th day of August, 1993

FREDERICK P. KESSLER
ARBITRATOR