

BEFORE THE ARBITRATOR

In the Matter of the Petition of :

Forest County Deputy Sheriff's Association,
Wisconsin Professional Police Association/
Law Enforcement Employees Relation Division

WERC Case 74
No. 55933
MIA-2166
Dec. No. 29552-A

for final and binding Arbitration of a dispute with:

Forest County

Appearances:

Mr. Dean R. Dietrich, Attorney, and Ms. Sheryl Sleeter of Ruder, Ware & Micheler, S.C., Wausau, WI, for Forest County. Mr. Richard T. Little and Mr. S. James Kluss of the Wisconsin Professional Police Association/ Law Enforcement Employees Relation Division for the Association.

Background:

Representatives of Forest County (hereinafter referred to as the "County," or the "Employer") and the Wisconsin Professional Police Association/ Law Enforcement Employees Relation division, on behalf of the Forest County Deputy Sheriff's Association (hereinafter referred to as the "Association" or the "Employees") exchanged proposals on issues to be included in a successor agreement to the agreement which expired on Dec. 31, 1997. The Association represents all sworn law enforcement officers of the Forest County Sheriff's Department excluding Supervisors, Confidential, and Managerial employees. The Parties met on several occasions and failed to reach an agreement. On December 18, 1997 the Association filed a petition with the Wisconsin Employment Relations Commission for final and binding interest arbitration pursuant to Section 111.77(3) Wis. Stats. Investigator Amedeo Greco, a member of the WERC staff, conducted an investigation and attempted mediation of the dispute on March 24, 1998 and then advised the Commission on January 27, 1999 that an impasse existed. The parties submitted final offers to the Commission. The Commission certified the parties' final offers and, on Feb. 16, 1999 directed them to select an impartial arbitrator. The Undersigned, Richard Tyson, was selected and appointed on March 10, 1999. He conducted a hearing on the matter on May 11, 1999 in the conference room of the Forest County Courthouse in Crandon, Wisconsin. No transcript of the hearing was taken. Both parties had an opportunity to present exhibits and testimony and to outline their arguments in this dispute. They agreed to a schedule for submitting corrected and rebuttal exhibits and for exchanging briefs and reply briefs, the last of which was received by the Arbitrator on September 23, 1999.

The Issue(s)

The parties are agreed on all items for inclusion in the agreement for 1998 and 1999 except for three matters: wages, the employees' contributions to health insurance, and overtime/ compensatory time for transport of prisoners. The Employer's offer includes a lift for the deputized Clerk/Matron to \$9.80/hr. on Jan. 1 1998 before providing an Across the Board increases of 3.0 % in the first year for all employees. It would lift the Jailer/Dispatcher and the Deputy Sheriffs by \$.25/hr. on July 1, 1998 as well as lift the Sergeant by \$.50 and the Investigator and Lead Investigator by \$.75/hr. In the Second year, the County would increase wages 3% on Jan. 1, 1999 and 2% on July 1, 1999 which is says will compensate for having the employees pay 5% of the Single Plus One Plan health insurance (or \$25.01/mo. for those taking the County's health insurance plan), effective Jan. 1, 1999. The total lift would be a little more than 8% plus the adjustments.

The Association's offer provides for the same first year increase for the Clerk/Matron and the July 1, 1998 increases for Deputy Sheriffs, Sergeant, Investigator and Lead Investigator. It would give these latter employees the same additional increases on July 1 of 1999. The offer calls for 2% increases each Jan. 1 and also 2% increases each July 1, for a total "lift" of 8% plus nearly twice (in cents per hour) the adjustments contained in the County's offer. The Association also proposes language that would require prisoner transports to be done by two deputies (or one deputy and a female jailer/dispatcher or clerk/matron if the prisoner is female).

The parties are in basic agreement over the relevant comparison group. It includes Florence, Langlade, Marinette, Oconto, Oneida, and Vilas counties. The Employer, however, suggests that Florence County is the most similar of the group to Forest County because of the considerable differences between these two counties and the rest.

Cost

Excluding the prisoner transport issue, the County (EX 5 - 12) costs the proposals as follows:

| Cost Item | <u>1998</u> | | | <u>1999</u> | | |
|-----------|--------------|-------------|------------|--------------|-------------|------------|
| | County Offer | Assn. Offer | Difference | County Offer | Assn. Offer | Difference |
| Wages | \$ 707,328 | \$ 707,411 | \$ 83 | \$ 777,013 | \$ 785,905 | \$ 8,892 |
| Longevity | 1,200 | 1,200 | -0- | 1,200 | 1,200 | -0- |
| Fringes | 331,793 | 331,801 | 8 | 358,813 | 359,340 | 527 |
| Total | \$ 1,040,321 | \$1,040,412 | \$ 91 | \$ 1,137,026 | \$1,146,446 | \$ 9,419 |

The County then calculated the following percentage increases:

| | <u>1998</u> | (Lift) | <u>1999</u> | (lift) | <u>Total</u> | (lift) |
|-------------------|-------------|--------|-------------|---------|--------------|---------|
| Employer offer | 5.07% | (5.92) | 9.30% | (10.03) | 14.37% | (15.95) |
| Association offer | 5.07% | (6.60) | 10.19% | (11.83) | 15.26% | (18.43) |

The County contends that in 1998 prisoner transports took 1,223.5 hours. At an average overtime rate of \$28.50, the Association's proposal would cost \$34,870 less actual deputy hours used (180 or \$5,130) or \$29,740. This is \$2,478 per month. For the first 4 months of 1999, the costs would be \$7,773 or \$1,943 per month (Employer Exhibit 123).

Excluding the prisoner transport issue, the Association (EX 45 - 57) costs the proposals as follows:

| Cost Item | County Offer | Assn. Offer | 1998 | County Offer | Assn. Offer | 1999 |
|-----------|--------------|-------------|------------|--------------|--------------|------------|
| | | | Difference | | | Difference |
| Wages | \$ 733,576 | \$ 733,309 | \$ (267) | \$ 771,959 | \$ 780,341 | \$ 8,382 |
| Longevity | 1,200 | 1,200 | -0- | 1,200 | 1,200 | -0- |
| Fringes | 338,340 | 338,275 | | 340,841 | 352,000 | 11,159 |
| Total | \$ 1,073,119 | \$1,072,784 | \$ (335) | \$ 1,114,000 | \$ 1,133,541 | \$ 19,541 |

The Association then calculated the following percentage increases:

| | 1998 (\$increase) | 1999(\$increase) | Total (\$increase) |
|-------------------|---------------------|-------------------|---------------------|
| Employer offer | 3.47% (\$35,998) | 3.81% (\$40,882) | 7.28% (\$76,880) |
| Association offer | 3.44% (\$35,664) | 5.66% (\$60,757) | 9.10% (\$96,421) |

The Statutory Criteria

The parties have given evidence and made arguments in accord with the statutory criteria of Sec. 111.77 (6) Wis. Stats. which directs the Arbitrator to consider and give weight to certain factors when making his decision. Those factors are:

- a. The lawful authority of the employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any settlement.
- d. Comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 1. In public employment in comparable communities.
 2. In private employment in comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost-of-living.
- f. The overall compensation presently received by the 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.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

- h. 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, factfinding, arbitration or otherwise between the parties, in the public service or in private employment.

Arguments of the Parties

The Association

The Association maintains that its offer is most reasonable under the criteria set forth under Sec. 111.77(6) Wisconsin Statutes. Wages are the main item herein, and Forest County pays its Deputies far below what is the norm in the area, not to mention the state. The Employer may legally meet the financial needs to pay for the Association's reasonable offer, and its pre-arbitration negotiations indicate that it is prepared to do so. The Association asserts that the morale and health of the law enforcement employees will continue to suffer if the Employer's offer is selected because these employees work "side by side" with law enforcement officers in other, comparable communities where those deputies are much better compensated. Forest County Deputies must be both physically and mentally ready to provide law enforcement services which would be made more difficult when Deputies recognize that they earn below the average comparable department. They are distinctively different from other Forest County departments' employees, and must be physically and mentally capable at all expected tasks twenty-four hours per day, 365 days per year. They deal with individuals most people hopefully only learn about from reading the newspapers, and are always under the scrutiny of the public. By continuing to be compensated at the lowest wages, a morale problem is created and maintained; it is in the interests and welfare of the public to address this problem through an award in favor of the Association.

The Employer has the financial ability to meet the costs of the Association's offer since there has been no evidence presented that it cannot do so, nor did it indicate so in bargaining. It is simply unwilling to pay deputies a fair wage. Stipulations are also of no importance since they are in the main "housekeeping matters." The interests and welfare of the public is best served by the Association's offer since it would maintain the morale and health of the law enforcement officers better than would the County's offer. Clearly its offer provides more tangible benefits, but its intangible effects on the officers on being treated fairly *vis a vis* officers in other, similar departments in the area is also essential for their morale. Deputies must always be "on" and ready day in and day out. They must deal with an element in the community whom most citizens certainly would not be exposed to. Despite the fact that Forest County is next to last in size for the comparables, it is 5th and 4th, respectively in violent and property offenses; its clearance rates, however, are 2nd.

Forest County's wage scale is "appalling" in comparison to wages paid by the comparables. They are at or near the bottom in all aspects of benefits as well. The Employer knows this, and is offering what it contends is an above-average wage —and then goes ahead and proposes to take it away with a reduction in health care benefits! Under the County's offer 1999 wages will be between \$.82 and \$2.11 per hour less than the comparables' 1997 wages. A proposal to have the employees share in some of the costs of health care may be "palatable" in some circumstances, but certainly not when Forest County deputies' wages are so far off the mark.

First year wage increases proposed by the parties are virtually the same. The adjustments are the same, while the Association proposes a 2%/2% increase which costs the same as the County's 3% proposal. Association Exhibits 24-38 clearly show that the deputies will earn substantially-- several thousands of dollars-- less than the average of the comparables. The difference is greater for some classifications than others, which is why some proposed adjustments are greater than others. The Arbitrator is cautioned to be suspect in examining the Employer's costing of the package for the parties' respective offers. The Employer "attaches the cost of movement through the applicable scale to the general wage increase" but does not subtract the costs saved when higher paid unit employees leave.¹

Table 1 :1997 Base Hourly Wage Rate Comparison, and 1999 Offers

| | <u>Base Hourly rate, Deputies, 1997</u> | | | <u>Base Hourly rate, Deputies, 1999</u> | | |
|--------------|---|---------------|------------|---|---------------|------------|
| | <u>start</u> | <u>1-year</u> | <u>Top</u> | <u>start</u> | <u>1-year</u> | <u>Top</u> |
| Florence | \$11.90 | \$13.15 | \$13.15 | \$12.63 | \$13.96 | \$13.96 |
| Langlade | 12.93 | 13.41 | 14.33 | 12.93 | 13.41 | 15.27 |
| Marinette | 14.03 | 14.69 | 15.34 | 15.22 | 15.94 | 16.65 |
| Oconto | 12.91 | 13.62 | 14.34 | 13.69 | 14.45 | 15.21 |
| Oneida | 13.28 | 13.92 | 15.05 | 14.11* | 14.79* | 15.99* |
| Vilas | 12.35 | 12.71 | 13.96 | 13.09 | 13.46 | 14.75 |
| ave. | 12.90 | 13.58 | 14.36 | 13.61 | 14.34 | 15.31 |
| Forest Co. | 11.82 | 12.49 | 13.19 | 13.06* | 13.79* | 14.53* |
| difference | 1.08 | 1.09 | 1.17 | .55* | .78 * | |
| Forest Union | | | | 13.30 | 14.03 | 14.79 |
| Difference | | | | .31 | .31 | .52 |

*employer offer. Association Exhibits 24 and 26

¹Association Brief, p. 12.

Table 1 indicates that the Deputies are underpaid. Similarly, AX 27-38 shows that in 1997, the Forest County Sergeant position paid \$1.16 less than average at the start, increasing to \$1.61 in the 2nd year and thereafter. In 1999 it would pay between \$.81 less at the start and rising to \$1.29 in the 2nd year under the County's offer, but would only be \$.31 to .79 less under the Association's offer. In 1997, the Forest County Investigator position paid \$1.53 less than average at the start, increasing to \$1.95 in the 2nd year and thereafter. In 1999 it would pay between \$.95 less at the start and rising to \$1.08 in the 2nd year under the County's offer, but would only be \$.21 to .34 less under the Association's offer. The Jailer/corrections pay has a similar "deficit" of \$.82 to \$1.53 at the top. These would be reduced to \$.42 and \$1.21 under the County's offer and to \$.17 and \$.96 under the Association's offer. Lastly, the Dispatcher position was paid between \$ 1.33 and \$ 2.11 less than the comparable average in 1997 and would be paid \$.96 and \$1.76 less under the County's offer and \$.71 and \$ 1.51 less under the Association's offer. The Association's offer clearly promotes is more equitable *vis a vis* the comparables' wages.

The Employer's reliance on internal settlements should not be the primary consideration of the Arbitrator in this case. Citing Arbitrator Bellman, uniformity of bargaining is not necessarily in the best interests of the parties and the public as recognized by the fact that different units exist.² Arbitrator Fleischli noted that there is a sound basis for comparing law enforcement personnel externally since the nature of the work is different and that they have a separate collective bargaining statute.³ Maintenance of uniform internal settlements is no compelling basis for selection of the Employer's offer. The Association notes that the Employer is apparently not so stuck on uniformity of internal units when it is convenient since it will contribute 1.8% less (of salary) into the protectives' retirement program and 1.2% less into general employees' retirement--and not passing on the .6% benefit to this unit's employees.

The Cost of Living criterion favors the Association's offer to the extent that such consideration is subsumed in the pattern of voluntary settlements of the comparables wherein the parties gave appropriate weight to this factor in arriving at those settlements. Those settlements have been in the range of the offers of the parties in this dispute.

² Waushara County (Health Department) Dec. No. 26111-A, (3/90).

³ Portage County (Sheriff's Department), Dec. No. 41434, MIA-1366 (9/89).

The Employer

The Employer maintains that its offer is the most reasonable under the Statute. Both the internal and external comparables support its provision which calls on the Deputies to pay some of the rising health care costs. It has shown a need for this proposal, and its wage offer more than compensates for unit employees' contributions. This quid pro quo is the same given to other employees who are now making the 5% contribution. The Employer acknowledges that these employees are paid somewhat less than most of the comparables' deputies, but other Forest County employees are similarly "behind." The reason is that the county is substantially smaller and poorer than the other counties (with the exception of Florence County). Yet in its offer, the County is providing wage increases considerably greater than these other counties and the cost of living. The Association, on the other hand, is "simply asking for too much."⁴ Moreover, its proposal for prisoner transportation is simply unaffordable, unreasonable, unnecessary, unclear, and unworkable. The offer is contrary to the interests and welfare of the public both from the point of view of the taxpayers and other county employees.

The County's offer provides 1998 wage adjustments which help move unit employees towards their respective peers in the employ of the comparable counties before providing them with a 3% wage increase. It then increases those wages again by 3% and 2% on Jan. 1, 1999 and July 1, with the extra increase compensating for employees' assumption of 5% of the health care costs for the single plan. For those with the family plan, the percentage is as low as 3%.

⁴Employer Brief, p. 42

Unit employees' contribution to their health insurance is consistent with other county employees' contributions. Citing arbitrators Mc Alpin, Stern, Vernon, Malamud, Nielson, and Winton, the Employer contends that equity, good public policy, and the furtherance of stable bargaining relations are best served with the standardization of health care benefits across an employer's units.⁵ All other county employees pay the 5% premium on the WCA Single Plus One, while the Deputies are not paying anything on the WCA Standard plan. The benefits are identical. If the County's offer prevail, the county would only have to track one plan, and could save over \$1200 for all employees who could be on the Single Plus One plan rather than the family plan under the WCA Standard plan. The 3%/2% increase in exchange for the 5% contribution was agreed to by the Highway and Courthouse employees in 1995, so the offer to the Deputies is certainly reasonable, and would indicate to an arbitrator what parties would likely have settled on but for their failure to reach agreement. Forest County has endeavored to maintain consistency in benefits for its employees. To have Deputies enjoying a "better deal" would be bad for morale, and to achieve such a dramatically better package through arbitration will only discourage other units in the future to be willing to voluntarily settle at the bargaining table.

Unit employees' contribution to their health insurance is consistent with other counties' practices. While internal considerations are "given greater weight", the external comparisons also favor the County's offer.⁶ Florence County requires a \$38.38 per month contribution which is 5% of the premium. Oneida County also requires 5% or \$21 per month. Marinette will require 5% in 2000, or \$24 per month. Oconto County deputies pay 10% (\$69.37) while Vilas County deputies pay 8% (\$54.97). Only Langlade County pays 100% for employees. Forest County's contribution is also relatively more since its premium is \$611 per month. Langlade, Marinette, and Oneida premiums are only \$420-480, and require co-payments whereas Forest County does not (once the deductible is met).

The contributions by the employees is necessary since the increases in premiums is currently borne solely by the Employer, and these have been increasing substantially. Sharing premiums not only helps hold taxes within the Employer's authority, but it also provides an incentive for the parties to

⁵City of Oshkosh, Dec. No. 28284 and 28285 (Nov. 1997), Wisconsin Rapids Water and Electric, Dec. No. 46223 (Nov. 1992), Winnebago County, Dec. No. 26494-A (June 1991), Greendale School District, Dec. No. 25499-A (Jan. 1989), Dane County Sheriff's Department, Dec. No. 25576-A (Feb. 1989), and Town of Minoqua (Police), Dec. No. 29052-A (Feb. 1998), respectively.

⁶Employer Brief, p. 17

work together to control costs. The Employer's proposal does not cut benefits and thereby impose an undue burden on employees generally or on particular employees. Its plan provides excellent benefits. Whenever premiums have increases in the past, the County has absorbed them, and in a sense, given employees more benefits changing the status quo.

Forest County deputies are paid somewhat less than are deputies employed by the comparables, and its health care premiums are increasing, yet it is restricted by levy limits (at 1992 levels) from paying higher wages, paying perhaps \$30,000 more for prisoner transport, and meeting continually increasing health care costs. Criteria (c) requires consideration of the county's ability to pay. The Association's offer calls for wage increases of over \$25,000 for 1999, and a 2-year cost which would have to be absorbed in 1999 of nearly \$85,000 if the Association prevails. The County cannot do this. Nearly 80% of the County's property is non-taxable, either owned by the State, the Federal government, the County, the school district, Native Americans, or is in set-aside programs. The Association's offer outstrips the growth in valuations. Forest County is also poorer than the other comparables. The population declined from 9,044 to 8,776 from 1980 to 1990, and had only grown 2.6% by 1995. Crandon, the largest city, only has a population of 2,043. The elderly comprise 26% of the population. There are only 59 manufacturers in the county, and employment in that industry has declined nearly 12% this decade. Transportation, communications, and utilities have declined even more, while finance, insurance and real estate have dropped a whopping 50%. The major employers in the county are the county and the school district. The median household income in 1993 was only \$21,561, while the per-capita income was \$15,439 in 1995--almost \$7,000 less than the average for Wisconsin. The average unemployment rate in Forest County in 1998 was 6.7%, higher than most other counties in the state and in the area. Over 500 people leave the county each day for work because of the lack of well-paying jobs. The county has no hospital, only 4 banks, and only two medical doctors and one dentist. Half of the housing units are seasonal. Over 21% of the county's residents live in poverty. Only 64% have a high school education. Only 7.6% have a college degree, which is the lowest of the comparables, while its elderly population is second highest. The equalized value of five of the comparables is two to six times that of Forest County (Florence is ½ the size of Forest County in population and valuation). The median value of homes is less than all but Langlade County. Forest County's per capita, Adjusted Gross, and median household income is less than all other counties in the area, while its poverty rate is the highest. Forest County's population has grown the slowest of the comparables. It and Florence County stand out as different from the other counties so it should not be surprising that they pay less because they have less capacity to pay.

Certainly Forest County deputies deserve an increase in pay, but it needs to be an affordable

increase– not like that which is proposed by the Association. While it is true that they are “behind,” this is not a new development. The County’s offer gives Deputies a 9.6% lift over the two years. Jailer/Dispatchers and Clerk/Matrons will receive 10.5% and 10.6%. Sergeants will receive a 11.7% lift while the Investigators and Lead Investigators will see their wages increase by 13.7% and 13.5%, respectively. The Association’s offer increases wages by 2 to 5% more, with the Investigators and Lead Investigators wages increasing almost 19%. The comparables’ wages generally rose 3% to 3 ½ % per year with 3% being typical. Florence County deputies are paid even less than Forest County deputies, but they settled at 3% per year. Forest County’s wages have generally been among the lowest. Highway Patrolman pay is 6th of the 7 comparables. The Deputy Clerk of Court is also 6th of 7, so the Deputies are not “singled out and treated unfairly.”⁷ Unless low pay is a recent development, an increase which keeps bargaining unit employees in their relative position is reasonable. The Association’s offer is extreme, seeking too much, too soon, particularly when it proposed to continue to have the County pay 100% of the health premium. Arbitrator Rice recently opined in the Courthouse Employees decision that while Forest County paid Courthouse employees less, this was not new, and that the County’s 7% lift offer was reasonable given the economic situation in Forest County while the Association’s proposal was “too much”.⁸

The Association’s proposal for prisoner transport by two deputies is also unreasonable, unneeded, costly, and unclear. Currently the Chief Deputy determines if he or the sheriff is available for transporting prisoners for medical treatment, court appearances, trips to other jails, or other reasons. If not, he turns to investigators, the jail administrator, and then non-working deputies. In doing so, only 180 hours of deputy costs were incurred in 1998. There is no clear reason or justification for the Association’s proposal. Forest County only has 10 deputies in the Department, with 3 on duty per shift. Under the Association’s proposal, the Chief Deputy would have to waste a lot of time on the phone tracking down and calling in off-duty deputies for overtime (even for a 15-30 minute transport) or pulling them off normal work or when they might be needed for emergencies. Unavailabilities and refusals undoubtedly would result in having someone other than a deputy transport prisoners, resulting in grievances. The County is simply not staffed for, nor can it afford the proposal.

The interest and welfare of the public require an award in favor of the County. The costs of the Association’s proposal is not affordable. Moreover, were these employees to receive substantially

⁷Employer Reply Brief, p. 7.

⁸Forest County (Courthouse), Dec. No. 26049-A (July, 1999).

more than those who voluntarily settled, morale and the future of bargaining with those units will suffer, especially considering the fact that the Deputies are the highest paid bargaining unit employees in the County. Finally, while the Employer's offer significantly exceeds the Consumer Price Index increases which have been in the neighborhood of 2%, the Association's offer is even greater.

Discussion and Opinion

The Statute requires the Arbitrator to consider the aforementioned criteria in making an award. The criteria cited by the Parties as most pertinent to this decision are the interests and welfare of the public 6(c), external 6(d)(1) and internal 6(d) comparisons, cost-of-living, 6(e), and implicitly, overall compensation 6(f) and other factors 6(h). Each of these is considered below as the outstanding issues of this dispute have been considered by the Arbitrator. The Arbitrator will first analyze wage levels and wage increases in comparison to the comparables. The insurance issue will then be similarly examined. Lastly, other factors and other issues are discussed.

Public sector comparables

Table 1 above clearly indicates that the Association's contention that its members are "behind" in wages by over \$1 per hour in the Deputy classification, and therefore an above-average increase would be reasonable. Other classifications are even further behind, from \$1.53 to \$2.11 per hour. Forest and Florence counties both pay considerably less for all classifications, though the latter tends to pay slightly better than Forest County. "Misery" at least in a sense, has company. These two counties are quite a bit smaller than the other 5 agreed-on comparables, and have the smallest equalized values and per-capita income, and the highest poverty rates and percent seasonal homes. Other data show the two to be generally less prosperous, though Florence appears to fare economically somewhat better than Forest County.

Under the County's offer, Deputies' wages will improve from being \$1.17 below average at the top (2 year) rate to being \$.78 below in 1999, and will improve from a ranking of 7th to 6th. The Association's offer would result in a top rate \$.52 below average, and a ranking of 5th. The wage for Forest County Sergeants in 1997 was 5th of 5 or \$1.61 below average at the top rate. It would be \$1.29 below under the County's offer and \$.79 below under the Association's offer, ranking 4th in both cases. The wage for Forest County Investigators in 1997 was 6th of 6 or \$1.95 below average at the top rate. It would be \$1.08 below under the County's offer and \$.34 below under the Association's offer, ranking 4th under the Association's offer but remaining 6th under the Employer's offer. The Forest County Jailer was \$1.53 below average in 1997, or 6th of 6. It would be \$1.21 and \$.96 below under the parties' offers, remaining 6th in both cases. The Telecommunicator/Dispatcher

was also 6th of 6 at the top wage rate which was \$2.11 below average in 1997. In 1999 the ranking would be 5th of 6 and \$1.76 and \$1.51 below depending on whether the County's or Association's offers are selected.

There are numerous reasons why, through the give and take of collective bargaining, an employer's employees are paid more or less than are other, similar employees in other jurisdictions. These relate to bargaining history, variations in fringe benefits or working conditions, cost of living considerations, amenities or lack thereof in the workplace, characteristics of the employers--particularly their ability to afford wages and benefits-- and other factors. Arbitrators generally take a conservative approach in making a decision to respect these historical differences, but also (absent unusual circumstances) avoid rendering awards which result in wages and benefits moving further away from average. In the instant case, both parties are "moving in the right direction" so as to have wages improve towards average. The Association's offer results in wage levels and rankings which to a greater degree disturbs the historical pattern among the comparables. On its face, it would seem that it, the Association's offer, would be the one which is more out-of-line.

There is the matter of the insurance payments which must be considered. The Employer is not contending that the \$25/mo. or 5% of the Single/Single Plus One will significantly change employees behavior and solve the health care cost problem; indeed the Employer has indicated that benefits will remain the same. Equity and the sharing of the increases in premiums is the intent of its proposal. By this Arbitrator's calculation, employees will basically lose \$300 per year or nearly \$.14 per hour in pay. Under the County's offer, Deputies will then be 16.3 cents closer to average rather than 30 cents closer in 1999. Sergeants and the Jailers would be about \$.18 per hour closer rather than \$.32. Dispatcher would be \$.21/hr. closer, not \$.35/hr. Finally, the Investigators would be \$.73 closer rather than \$.87 closer to average. In all cases, the wage gap is closing even after considering the health insurance contribution, indicating the Employer's offer is reasonable.

Wage increases also tends to favor the County's offer. The Deputies will receive a 2-year wage lift of 9.6%. The Jailer and Clerk will receive 10.5% and 10.6% increases. The Sergeant's wage will rise 11.7% while the Investigator and Lead Investigator will receive 13.7% and 13.5% increases.

Increases in the comparables was as followed:

Table 2: Increases for comparable county Deputies, 1998 and 1999

| <u>County</u> | <u>1998 increase</u> | <u>1999 increase</u> |
|---------------|----------------------|----------------------|
| Florence | 3 % | 3.0% |
| Landglade | 3.25% | 3.25% |
| Marinette | 3.0% | 2%/2% |
| Oconto | 3.0% | 3.0% |
| Oneida | 3.0% | 3.17% |

| | | |
|-----------------------|-------------------|-----|
| Vilas-Deputies | \$.12/\$.12/\$.12 | N/S |
| Vilas-Jailer/Dispatch | 3.5% | N/S |

Under the County's offer, Forest County Deputies will receive the lowest increase of 9.6% while the Investigator will receive the most, 13.7%. The employees' cost of the health insurance is nearly \$.14/hr. which is about 1% of the Deputies' wage, 1.3% of the lowest paid Clerk/Matron, and .8% of the Investigator's wage. Subtracting off 1% + from the County's offer as compensation for the health care premium payments leaves the employees with percentage wage increases which still exceed that of the prevailing pattern among the comparables thus allowing a measure of "catch-up". While the employees would be exposed to some risk of premium variability, a 5% exposure would, in the opinion of the Undersigned, be relatively modest.

The Employer has argued for an award in its favor based on internal comparisons (d.). Other bargaining units representing employees of Forest County have generally had wage increases in the range of 3% for 1998 and 1999. Highway employees and the County have reached a settlement calling for increases of 3% in 1998 and a 2%/2% increase in 1999 (EX 105). The Courthouse employees will also receive a 3% increase in 1998 and a 2%/2% increase in 1999 following the recent decision by Arbitrator Rice.⁹ Evidence of other settlements in the area or of increases afforded the County's non-bargaining unit employees was not provided. The internal pattern would again suggest that the County's offer is the more reasonable offer.

Health insurance

The Employer's offer includes a proposal for unit employees to pick up 5% of the WCA single premium or the Single Plus One plan in 1999, or \$25.02 per month. It represents a change in the status quo which has come to require certain conditions for such a change to prevail as part of a final offer under public sector interest arbitration practice in Wisconsin. These conditions have been discussed herein and in numerous awards including those of the Undersigned. A need for the change has to be demonstrated. The proposal has to help rectify the problem it addresses, and a quid pro quo for the change is generally required under the supposition that the Arbitrator acts as an extension of the bargaining process and makes a judgement about what the parties would have agreed to. Support among the comparables for a change has been argued both as supplying a need for change and as diminishing the need for a quid pro quo. Here, the evidence clearly indicates that all but one of the external comparables require premium sharing and, on average, at rates above that which is proposed by the County. It also shows that this unit's employees remain the only county employees who do not

⁹Forest County (Courthouse Employees), Dec. No. 26049-A, (July, 1999)

pay the 5% premium.

The Employer has provided evidence that its health insurance premiums have been increasing. However, this is undoubtedly true for most other employers. Evidence that Forest County's increases have exceeded that of others is not provided. It has been shown that its rates are on the high side for the single plan, though the family and Single Plus One plans are in the middle of the comparables' premium rates.¹⁰ The Employer has made the argument that a contribution by the employees towards their health insurance premium gives them a stake in working with the employer to control their costs. The Arbitrator has been receptive to this argument though it remains to be shown that premium sharing in this amount has made a significant difference.

Enrolling employees who have only one other family member in the plan proposed by the County will save the County about \$111 per month since it will be able to pay the Single Plus One premium rather than the family premium. This imposes no costs on affected employees. The plan proposed by the Employer provides employees with the same benefits as they currently enjoy. The only difference made known to the Arbitrator is the \$25/mo. employee contribution. This contribution is almost \$.14/hr. or roughly 1% of current wages. As noted above by internal and external comparisons, the County's wage offer provides adequate compensation for this loss and still raises wage levels toward the comparables.

Other factors and issues

The Employer's offer would appear be preferred based on comparisons with the recent rates of inflation (e.). It is often argued that this criteria was considered by the comparables' parties as they arrived at settlements, and therefore is subsumed in comparisons which are made with other employers. The Undersigned is of the opinion that this is an even more compelling argument when the dispute under consideration is one of the last "settlements" both externally and internally.

The Association and the County both raise the issue of the interests and welfare of the public (c.) which favors their respective offers. The Arbitrator would agree with the Association that the morale of the unit's employees is an important consideration. Forest County crime statistics indicate that they face significant challenges and that clearance rates and other indicators suggest that the Department does an exemplary job, yet the employees are paid considerably less than most of their peers in the area. What evidence was provided indicates that this is also true for other Forest County due presumably to the relatively poorer economic conditions. The Employer contends that criteria (c.)

¹⁰Employer Exhibit 60. Details of the plans are not provided.

weighs in favor of its offer since there would be a morale problem created if this unit were to be able get from the County through arbitration a wage increase (and no 5% premium contribution) which exceeds that which was voluntarily agreed to by the Highway workers. Receiving similar terms promotes stability to the bargaining process and less dissension arising out of one unit receiving better treatment than another unit. Additionally the County will have difficulty funding the Association's offer. Either way, someone's morale will suffer.

The Association has proposed that prisoner transports be done by two Deputies. It also represents a change in the status quo. At hearing, the argument was made that this is an important, seniority issue. The Arbitrator can understand the issue of work preservation, but finds no evidence as to the harm done to employees under the current arrangements. Neither has there been evidence provided with respect to the prevailing practice among the comparables. The County contends that the proposal may be unworkable since only 3 of the 10 Deputies are on duty at a time. Given the size of the department, that contention raises the concern of the Undersigned that the proposal may be ill suited to address a problem not fully evidenced.

The County also raises the question of the costs of the Association's proposal for prisoner transport. It contends that in contrast to this proposal, the County saves around \$2,500 per month by having the Chief Deputy or others transport prisoners. This is, of course, not entirely a real savings since these employees have opportunity costs as well. The issue is presumably how many and which personnel should transport prisoners, an issue which the Undersigned is unable to determine.

Award.

Having carefully considered all of the evidence and argument of the Parties set forth above as well as the arbitral criteria provided under Section 111.77 Wisc. Stats., it is the decision of the Undersigned that:

The final offer of the Employer, Forest County, along with those items to which the parties are tentatively agreed is to be incorporated into the 1998-99 Collective Bargaining Agreement between Forest County and the Forest County Deputy Sheriff's Association, Wisconsin Professional Police Association-Law Enforcement Employee Relations Division.

Dated this 27th day of November, 1999.

Richard Tyson, Arbitrator