

JAN 17 1979

STATE OF WISCONSIN

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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 In the Matter of Final and Binding :  
 Arbitration between :  
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 GENERAL DRIVERS AND HELPERS UNION :  
 LOCAL 662 :  
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 and :  
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 CHIPPEWA COUNTY :  
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Case LVI  
No. 27673 MIA-375  
Decision No. 16457-B

Appearances:

Carroll, Parroni, Postlewaite & Anderson, S.C., Attorneys at Law,  
 by Mr. Thomas J. Graham, Jr., appearing on behalf of the  
 County.  
 Goldberg, Previant & Uelmen, Attorneys at Law, by Mr. Alan M.  
 Levy, appearing on behalf of the Union.

DECISION AND AWARD

General Drivers and Helpers Union, Local 662, hereinafter referred to as the Union, filed a petition with the Wisconsin Employment Relations Commission to initiate final and binding arbitration pursuant to Section 111.77(3), Wis. Stats. The petition alleged that an impasse had arisen in collective bargaining between the Union and Chippewa County, hereinafter the Employer or County, with respect to matters affecting the wages, hours and conditions of employment of non-supervisory law enforcement personnel in the employ of the County.

Thereafter the Commission concluded that an impasse did exist between the parties with respect to negotiations leading toward a collective bargaining agreement for the year 1978. The Commission certified that the condition precedent to the initiation of compulsory final and binding arbitration, as required by Section 111.77, had been met. Subsequent to such certification, the Commission ordered the initiation of compulsory final and binding final offer arbitration, and as a result, the parties selected the undersigned to serve as arbitrator of the dispute.

Hearing was held on August 24, 1978, at Chippewa Falls, Wisconsin. The proceeding was transcribed. Witnesses were examined and various exhibits were introduced and received in evidence. The transcript was received by the Arbitrator on November 18, 1978.

ISSUES

The parties timely filed final offers bearing upon the unresolved issues - wages, car allowance, special events work assignments, vacation and method of retroactive payment.

Union Offer. The Union offer is:

1. Effective and retroactive to January 1, 1978, a seven and one-half (7 1/2%) percent increase for all employees with a minimum of forty (40¢) cents per hour.
2. Employees to receive two hundred (\$200) dollars per month car allowance.
3. All full-time officers shall have the first opportunity to work extra duties, special events and activities which would include

fairs, athletic events, social events, emergencies, et cetera, and will have preference to these events before part-time or reserve officers are offered these jobs.

4. Four (4) weeks vacation after ten (10) years service.

County Offer. The final offer of the County is as follows:

1. Seven (7%) percent increase in wages, on the average for each Appendix, for all employees in the bargaining unit.

2. A car allowance of two hundred dollars (\$200.00) for all five (5) traffic officers and a car allowance of one hundred seventy-five dollars (\$175.00) for all other employees currently receiving car allowances.

3. Payment of wage increase for 1978 to date, by separate check.

The issue to be decided by the Arbitrator is which of the parties' final proposals should be incorporated in the collective bargaining agreement between the Union and Employer for the year 1978. The statute prohibits the Arbitrator to alter, change, amend or modify the respective final offers. Section 111.77 directs the Arbitrator to give weight to the following criteria in determining which offer is more reasonable and in rendering a decision: interest and welfare of the public; financial ability of the Employer to meet these costs; comparison of the wages, hours and conditions of employment of the employes involved with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally - in public employment in comparable communities, in private employment in comparable communities; the average consumer prices for goods and services (cost of living); the overall compensation presently received by the employes, 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; changes in any of the foregoing circumstances during the pendency of the arbitration proceeding; and such other factors 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.

#### DISCUSSION

In order to ascertain which of the final offers is the more reasonable, it is advantageous to apply the aforementioned criteria to each of the unresolved issues comprising the parties' respective final offers. The undersigned notes that the parties did not raise questions or arguments with respect to the lawful authority of the Employer to implement either offer, to previous stipulations of the parties or to the financial ability of the County to meet the costs.

The parties offered various exhibits representing relevant terms and conditions of employment in 1978 for law enforcement personnel in adjacent jurisdictions. Both parties cited the following counties as relevant for comparison:

<u>County</u>	<u>Position</u>	<u>Hourly Wage Range</u>	<u>Relevant Vacation Benefit</u>	<u>Car Allowance</u>
Clark	Patrolman	\$4.64-\$5.78	20 yrs. - 4 wk.	\$50 per mo. +14¢ per mile
	Investigator	\$4.89-\$5.98		
Dunn	Deputy	\$5.34-\$6.49 <u>1/</u>	15 yrs. - 4 wk.	\$200 per mo.
Eau Claire	Patrolman	\$5.01-\$6.29	16 yrs. - 20 days	15¢ per mile

Applying the foregoing analysis to the parties' final offers results in the following:

Chippewa County offer	Deputy/ Traffic Off.	\$4.98-\$5.47 <u>2/</u>	16 yr-20 da (Sher) 16 Yr-24 da (Traf)	\$200/mo (Traf) \$175/mo (Sher)
	Investigator	\$5.26-\$5.81		
Union offer	Deputy/ Traffic Off.	\$5.02-\$5.51 <u>3/</u>	10 yrs. - 4 wk.	\$200 per mo.
	Investigator	\$5.30-\$5.86		

The Union argued the relevancy of the following additional jurisdiction:

Rusk	Traffic Off.	\$4.67	12 yrs. - 4 wk.	County owned
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The County offered the following counties as additional relevant comparisons:

Portage		7.67%-42¢ per hr. <u>4/</u>	15 yrs. - 4 wk.	14¢ per mile
St. Croix		6%	18 yrs. - 21 days	\$30 per mo. + 12¢ per mile
Trempealeau		3 1/4%-\$30 per mo.	15 yrs. - 20 days	County owned
Crawford		\$50 per mo.	20 yrs. - 24 days	14¢ per mile
Vernon		\$50 per mo.	20 yrs. - 4 wks.	none
Douglas		\$60 per mo.	15 yrs. - 4 wks.	16¢ per mile

1/ Contract expires 12/79.

2/ The Union estimated the County's offer to range from \$4.94 to \$5.46. However, the County used 36¢ per hour during the hearing as the potential adjustment figure.

3/ The Union portrayed its offer at 7 1/2% to compute to \$4.96 - \$5.49. However, the Arbitrator's computations find the 40¢ minimum to be applicable to the range under the Union's proposal.

4/ Data was offered by the County in the form of percent, monthly or cents per hour increase for 1978 instead of hourly wage figures.

### Wages:

The Union's wage proposal consists of a 7 1/2 percent increase for all employees with a minimum of 40¢ per hour. The Employer's wage proposal consists of a 7 percent increase computed on the average of each salary appendix (one for the Traffic and one for Sheriff's department) and uniformly applied to each employee in that appendix.

The Employer argued that its proposal exceeds the 6.6 percent increase in the cost-of-living experienced during the 12 months preceding the contract's effective date and is consistent with settlements reached with other County employees and with settlements for law enforcement personnel in adjoining counties. County highway employees negotiated a 6.6 percent wage increase and received additional insurance benefits. In the second year of a contract negotiated by AFSCME, employees of the County Health Care Center received a 38¢ per hour increase under a cost-of-living adjustment clause.

The Union further noted that the County granted an 8 percent wage increase for the period relevant herein to supervisory personnel and elected officials. The Union contended that the settlement with the highway employees was higher than characterized by the County in view of fringe benefit improvements.

The Employer asserted that the Union's proposal for a 40¢ per hour minimum wage increase, virtually nullifies the 7 1/2 percent increase portion of its position. According to the Employer, almost all classifications would be eligible for the 40¢ adjustment which would constitute an 8.6 percent increase for some employees in the Traffic department and an 8.9 percent increase for some employees in the Sheriff's department. Accordingly, the Union's proposal translates to an actual hourly wage increase of 40¢, 41¢ and 43¢ depending upon classification.

In 1977, the County's settlement with the Union was 6.8 percent on the average of each salary appendix. Highways also received a 6.8 percent increase in 1977. The averaging system contained in the County's proposal has been used in the past but not in every year.

It is clear that the parties are not far apart in their final offers on wages. A review of wages in surrounding jurisdictions persuades the arbitrator that both offers are relatively low on the top of the salary schedules compared to other jurisdictions. However, an analysis of the starting wages in surrounding jurisdictions, particularly those mutually cited by the parties as relevant comparisons, discloses that the Employer's offer would place the County in the center of the salary scale. Furthermore, the Arbitrator notes that contrary to the Union's argument that the wage increase should be uniform among employees, its offer would effectively increase the differential between ranks in view of the application of 7 1/2 percent on the top of the scale and 40¢ minimum on the bottom. The Arbitrator is satisfied that in view of the cost-of-living increase experienced prior to the effective date of the disputed contract, settlements in comparable jurisdictions and the impact of the offers upon the various ranks; that the County's final offer on wages is best substantiated by the evidence.

### Vacation:

The Union's final offer proposes that all employees receive four weeks' vacation after ten years' employment. The County makes no specific proposal with respect to vacation, thereby endorsing the present level of 24 days after 16 years in the Traffic department and 20 days' vacation after 16 years in the Sheriff's department.

The only evidence presented relative to the vacation issued consisted of information on vacation benefits in other jurisdictions. Based upon that data as reported above, the Arbitrator concludes that while the Union's proposal of 4 weeks after 10 years is not unprecedented, it is higher than the benefit level prevailing in surrounding counties. The Arbitrator finds the County's position on vacation to be consistent with that in comparable jurisdictions.

Car allowance:

Under the previous agreement, automobiles of nine county law enforcement personnel received a monthly car allowance of \$160. The County has, and continues to pay for all gasoline, oil and a portion of car insurance relative to County use of the vehicle. The Union proposes a uniform increase of \$40 per month to \$200 per month for each designated car. The County proposes a bifurcated car allowance schedule of a \$40 increase per month (\$200 per month) for vehicles assigned to the Traffic department and a \$15 per month increase (\$175) for cars assigned to the Sheriff's department. The County supports its position with its analysis that mileage records indicate that personnel in the Sheriff's department drive fewer miles monthly than personnel in the Traffic department. The Employer offered mileage figures for two randomly selected months to support its conclusion. The Union argued that there has been no differentiation between the two departments in the past and that none is warranted now.

The undersigned notes that the County pays for the gasoline and oil consumed by the private vehicles used for County law enforcement. Vehicles travelling fewer miles will use less gas and oil and cost the County less money. However, this Arbitrator is not convinced that the merit of such argument has been shown to extend to the overall procurement and maintenance of an automobile. The Arbitrator is not satisfied by the evidence offered (two unspecified months' mileage totals) that the amount of potentially fewer miles accumulated on cars used in the Traffic department warrants in annual reimbursement which is \$300 less than that received by employees in the Sheriff's department. This Arbitrator cannot conclude that the operational costs and residual value of automobiles assigned to the respective departments will be accurately reflected solely on the basis of mileage recorded during two months. The Arbitrator finds the position of the Union on car allowance to be more tenable than that of the Employer.

Extra Duty Assignments:

The Union's final offer proposes that full-time officers shall be given the first opportunity to work special assignments. The County presently employs approximately 15 reserve officers from time to time. Among their assignments, reserve officers are employed to police area fairs, provide hired security for bars and dance halls, provide law enforcement in emergencies, and operate the lake patrol boat. Reserve officers are paid \$4.00 per hour from the \$5.00 to \$5.50 per hour the County charges various clients. The County on at least one occasion permitted full-time officers to sign up and work a county fair along with the reserves. No data was offered concerning extra duty provisions in similar jurisdictions.

The Union argued that full-time officers should have the first opportunity to work such assignments before reserve officers are called. The County asserted that in the event the Union proposal was incorporated into the contract, reserve officers, being unassured of County work, would become unavailable and the law enforcement capabilities of the County would be jeopardized.

Clearly, the issue pits the jurisdictional interests of the Union against the Employer's rights to manage and subcontract. While the Arbitrator is sympathetic to the position of the Union and cognizant of the prevalence of such provision, it must be noted that the final-offer mechanism is intended to promote the give-and-take of good faith bargaining rather than serve as the vehicle of the Arbitrator's discretion.

Whereas the Arbitrator is not persuaded that the Union's position could not readily be accommodated through sign-up or call-up procedures, she accepts that implementation of the Union proposal would potentially inflict greater costs upon the Employer. The Arbitrator is reluctant to institute a significant operational change of this nature through an arbitration award.

In view of the foregoing, the record as a whole, and the statutory criteria, the Arbitrator is constrained to conclude that the final offer of Chippewa County is more reasonable as a whole, under the requirements of the Municipal Employment Relations Act.

AWARD

The final offer of Chippewa County shall be incorporated in the final agreement between Chippewa County and General Drivers and Helpers Union, Local 662.

Dated at Madison, Wisconsin this 7<sup>th</sup> day of January, 1979.

By Kay B. Hutchison  
Kay B. Hutchison, Arbitrator