STATE OF WISCONSIN

BEFORE THE ARBITRATOR

In the Matter of the Arbitration
Between

GREEN COUNTY DEPUTY SHERIFF'S
ASSOCIATION

and

GREEN COUNTY (SHERIFF'S DEPARTMENT)

Case CL
No. 25494
MIA-460
Decision No. 18140-A

APPEARANCES:

Kelly and Haus, Attorneys at Law, by William Haus, appearing on behalf of the Green County Deputy Sheriff's Association.

Melli, Shiels, Walker & Pease, S.C., Attorneys at Law, by Jack D. Walker, appearing on behalf of the Sheriff's Department of Green County.

ARBITRATION HEARING BACKGROUND:

On November 7, 1980, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as arbitrator, pursuant to Sec. 111.77(4)(b) of the Municipal Employment Relations Act in the matter of impasse between Green County Deputy Sheriff's Association, hereinafter referred to as the Union, and the Green County Sheriff's Department, referred to herein as the Employer. Pursuant to the statutory requirements, the undersigned is limited in jurisdiction to the selection of either the final offer of the Union or that of the Employer. Hearing was conducted on December 23, 1980, at Monroe, Wisconsin, at which time the parties were present and given full opportunity to present oral and written evidence and to make relevant argument. The proceedings were transcribed and post hearing briefs were filed with and exchanged through the arbitrator on February 23, 1981.

THE ISSUES:

Nine issues remain at impasse between the parties and they are set forth in detail in the final offers of the parties which are attached as Appendix "A" and "B". Impasse exists in the areas of sick leave; use of accrued sick leave upon retirement; probation period on transfers; placement on the salary schedule when transferred; holiday pay; health insurance; length of coffee break; clothing allowance; maternity-childrearing leave; duration clause language and compensation.

STATUTORY CRITERIA:

In determining which final offer is to be selected in this dispute, the undersigned is directed by Sec. 111.77(6) to give weight to the following criteria:

(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 these costs.

(d) Comparison of the 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 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 collectible bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

STIPULATIONS:

Following are items the parties stipulate they have reached agreement on:

1. Delete Sec. 5.01.

2. Union's proposal to change "termination or separation" to "severance of the employment relationship" in Sec. 7.01.

3. Delete the phrase "part-time employees" from Sec. 18.03.

4. Delete the phrase "investigators shall in any event receive $900 minimum increases".

DISCUSSION:

The form in which the parties' final offers were filed with the Wisconsin Employment Relations Commission does not clearly set forth whether certain issues were resolved through tentative agreement and/or stipulation. Therefore, the undersigned will note that language offered by both parties pertinent to the following sections of the final offers is identical and that the Union indicated that they believed these issues had been tentatively agreed to on April

will not address these issues unless the language significantly impacts upon the final offers.

The parties, in supporting their respective positions, cite several counties, some cities and Green County bargaining units as appropriate comparables. Among the various comparable communities suggested by one or the other party were Lafayette, Iowa, Sauk, Columbia, Walworth, Adams, Grant and Crawford Counties and the cities of New Glarus, Monticello, Brodhead and Monroe. The undersigned, in reviewing the suggested county and city comparables, finds that Lafayette, Iowa, Sauk and Columbia Counties are the most appropriate. They are of approximately equal size in both population and area; are predominately rural in nature; are geographically located adjacent to Dane County, a primary urban center, and have similar property tax assessments. While the cities suggested as comparables by the Union are located within Green County and constitute employees doing like work, only the City of Monroe offers a bargaining unit that is similar to the Deputy Sheriff's Association in size or job functions. The undersigned will also give consideration to the settlements or final offers existing in the other bargaining units within the County.

There are a number of issues in which the parties disagree, therefore, the undersigned will address each issue separately.

SICK LEAVE:

The parties both agree that the number of days of accumulated sick leave should be extended from 52 to 72 days but differ pertinent to when any employee may use that sick leave and also how accumulated sick leave may be applied upon retirement. The Employer proposes amending Section 12.03 of the contract to reflect language similar to language it has successfully negotiated or won in arbitration with its other bargaining units and adding a new Section 12.04 which provides for payout of 50% of the accumulated sick leave upon normal retirment, death or permanent disability. Such payout may be applied to health insurance premiums, should the employee so desire and the carrier wish to continue coverage. The Union, on the other hand, proposes no change in Section 12, except for that previously agreed to in Section 12.01. It offers, however, an addition to Section 18, Health Insurance, a clause which provides that upon retirment employees shall have the option of converting 100% of the accumulated sick leave (at the then current rate of pay for the position and longevity level last held) to payment of insurance premiums until the employee qualifies for Medicare.

The language change offered by the Employer at Section 12.03 would require an employee to accumulate 12 or more days of sick leave, or providea doctor's certificate attesting to illness, before being eligible for paid sick leave. The language provides an exemption to this requirement when an illness is longer than three days. The Employer states that this language is similar to language in its other bargaining unit contracts but is less burdensome than the requirements in its other contracts, thus reason exists to award this language to the Employer. In support of its position, the Employer contends that other arbiters have ruled that if an Employer can show it has been successful in negotiating a clause in other units, weight should be given to that success. The Union counters with the argument that unless abuse of the benefit can be shown, there is no reason to take away a benefit secured in previous bargaining rounds.

While success in negotiating language with other bargaining units may be a criterion for deciding whether or not language or benefits may be added or removed from another contract, other criteria are demonstration of need for the addition or removal of

language and existence of similar language in comparable contracts. The Employer is able to show that similar language does exist in other bargaining unit contracts, but the language was inserted in one contract by an arbitration award wherein abuse of the benefit was proven. A review of the contracts in comparable counties reveals that no other has a provision similar to the proposed language. Additionally, the Employer does not contend, in this instance, that the employees of the bargaining unit have abused this benefit and, in fact, offers language which essentially provides a waiver to the requirement it has imposed upon the other bargaining units which could lead one to assume that the Employer does not believe an abuse exists. Further, the Union provides evidence which shows that little sick leave has been used by unit employees unless there have been extenuating circumstances. Thus, since the Employer has shown little reason for changing the benefit secured by the Union and the Union has shown that no harm accrues to the Employer as the result of providing the benefit, the undersigned finds the Union's position more preferable pertinent to the provision regarding use of sick leave.

As to the payout clause proposed by the parties, the undersigned finds the language considered by either party may exist in contracts. The Employer proposes that 50% of the employee's accumulated sick leave at the time of an employee's termination due to normal retirement, death or permanent disability will be paid to the employee or his/her heirs. In addition, the Employer provides that the same 50% may be converted and applied to group health insurance, at the option of the employee, provided the carrier allows the individual to remain within the group. The Union proposes that upon retirement, the employees, at their option, will be permitted to participate in the group health insurance program until they qualify for Medicare. In addition, the Union proposes that <u>all</u> accumulated sick leave may be converted and applied as payment for health insurance premiums at the current rate of pay received by the individual at retirement. A review of the clauses similar to these in contracts of comparable counties, indicates that generally some benefit is available to employees and it varies from payment of some part of accumulated sick leave to application of accrued days as payment for health insurance premiums. Further, a review of the bargaining unit contracts within the County reflects that other units receive a straight 50% payout of accumulated sick leave. Finally, except for the fact that there is a difference between 50% payout in cash or toward insurance premium payments offered by the Employer and 100% payout for insurance premiums as proposed by the Union, there is little difference in the economic impact the two proposals would have. Thus, this issue will be decided by which final offer is more appropriate.

<u>JOB POSTINGS AND TRANSFERS</u>:

Like the issue preceding, the parties agree on the language in one section of this clause, that being Sec. 9.03. In both instances, the parties agree that when an individual transfers from one job to another the transfer carries with it all the employee's accumulated sick leave, vacation benefits and longevity. The central difference between the parties lies in Sec. 9.04 wherein the Employer proposes a 180 day probationary period for transfers and the Union proposes a 30 day period. The parties also differ in regard to pay for employees, during the probationary period, who are permanently transferred to higher paying classifications.

The Employer proposes that those employees transferred permanently

will receive during the probationary period a rate of pay equal to their former job or the beginning rate of pay for their new job, whichever is greater. Then, upon completion of the probationary period, all employees who are permanently transferred will comply with Sec. 23.02 which provides for salary schedule placement based on length of service and/or credit for prior services. The Union proposes that only individuals promoted to sergeant will receive, during their probationary period, the rate of pay for their former job or the beginning rate of pay for sergeant, whichever is greater. According to the Union's language, upon completion of the probationary period, placement on the salary schedule will be according to Section 24.02. While the contract does not provide for a Section 24.02 or a Section 24.03, which is also referenced in the Union's final offer, it appears that the Union intended Sections 23.02 and 23.03, which coincides with the section basing salary schedule placement on the length of service with the department and/or credit for prior service, to apply.

The Union arguing that the language they have proposed was at one time language proposed by the Employer suggests that this is more appropriate language for the job transfers since it is not their intent that employees be transferred to more responsibilities and paid less than they would have received in their prior positions. It is their intent that employees be laterally transferred and pay reflect the lateral transfer. In their argument, the Union has indicated there is a possibility that individuals would be transferred and receive a lesser rate of pay under the Employer's offer. Review of the language offered by the Employer indicates that while on probation, all employees permanently transferred, not just sergeants, would be paid at the rate of pay of their former position or the beginning rate of pay for the new job, whichever is greater, thus it is not possible for an employee to receive a lesser rate of pay when transferred to a higher paying classification even if the beginning rate for that classification were less. The amount the employee would receive once the probationary period has expired is not controlled by this language but by other language which the parties essentially agree upon. Addi ionally, the undersigned is persuaded that language which encompasses all employees when they are transferred is more preferable than language which addresses only one classification of employees. Thus, the undersigned concludes that the language offered by the Employer in this instance is the more preferable language.

HOLIDAYS:

In this Section, 14.04, there is very little difference between the parties as to what the intent of the language is. The disagreement lies primarily in the wording of the clause. The parties recognizing that there is the possibility of abuse of holiday pay by an employee either choosing not to work the day before or the day after a holiday, attempted to address the problem. In the process, the Union became concerned that if only "and on the holiday" were added, the employee could be requested to work on a holiday even though not scheduled to work on that holiday and would lose pay for the holiday if he/she refused to work. Thus, the Union proposed, in addition, changing the language from "if said employee is requested to do so" to "if said employee is scheduled to do so". The undersigned agrees with the Union that there is the potential for misapplication of the clause if only the words "and on the holiday" are added, however the undersigned believes that the prevailing practice of scheduling employees to work would hold considerable weight if the conflict occurs.

Thus, while the undersigned finds the Union's language more preferable for making certain that the clause is clear as to the intent of the parties, the Employer's proposal does not make this issue in itself a compelling issue in deciding which final offer is more acceptable.

HEALTH INSURANCE:

While there are difference in Section 18.03 of this clause, the differences are primarily that of language which accommodates whichever language is implemented in Section 18.01. Thus, the issue in question in this provision is whether or not the Employer should implement the payment of insurance premiums on the basis of 90% of the monthly premium for family coverage and 100% of this monthly premium for single coverage, or the Union's proposal should prevail with provision of 100% payment of the monthly premium for both family and single coverage. A review of the comparables indicates that the insurance premium payments vary and a review of the bargaining unit contracts within the County indicates that the Employer does not pay 100% of the benefit for any other unit within the County. Thus, while the Union argues that the $100 cap on the insurance premium in the previous contract represented 100% of the premium, and that they are only seeking continuance of this benefit, the $100 cap, secured through a consent award, reflects the Employer's effort to establish limitations on the amount of money paid for the benefit and the Union's willingness to accept a limitation in the interest of settlement of the last contract. Thus, the undersigned does not find the Employer's language any more restrictive than that which was voluntarily agreed to by the parties in their previous agreement. Therefore, this issue will also be decided by determination of which final offer is more appropriate.

MATERNITY LEAVE:

The Employer proposes deleting this provision while the Union seeks its retention. The Employer, contending that the provision is an outdated provision which fails to take into account that pregnancies are now considered disabilities and, as such, are subject to the sick leave provisions, argues that this provision should be deleted. The Employer continues that the Union's effort to retain the provision amounts to an effort to "sneak in a child-rearing claim for both sexes..." and that Article 20, Leaves of Absence, provides adequate protection for employees who may need childrearing leaves. Further, the Employer argues that no other Green County contract has a maternity leave clause in it. The Union maintains that the provision should be retained. In support of its position, the Union states, and was not challenged, that no problems including abuse or excessive use, have occurred as the result of this provision and that this is merely another effort by the Employer to take back another benefit.

The undersigned recognizes and concurs with the Employer that the sick leave provision of the contract can and does apply to pregnancy leaves, but finds nothing discriminatory in the maternity leave language in the contract. A review of the language does not appear to reflect a childrearing leave benefit. Although there is language perntinent to childrearing leaves, it is used interchangably with the words maternity leave, thus the undersigned does not find that removal of this language results in taking away a previously secured benefit.

MISCELLANEOUS:

Under the Miscellaneous clauses of the contract, two issues still remain at impasse between the parties, one referring to

coffee breaks at Section 22.02 and the other referring to the clothing allowance at Section 22.06. In reference to the language proposed regarding coffee breaks, the Employer suggests that the current language be maintained while the Union proposes that the language be changed to reflect that coffee breaks take place during a shift rather than during the daytime hours and that coffee break time be expanded to 15 minutes which would avoide potential problems of employes being unable to enter a restaurant, purchase a cup of coffee and actually take a coffee break within a 10 minute period of time. The undersigned, while finding that the Union's language is clearly more appropriate for the situation which exists in the Deputy Sheriff's Association, since the individuals work on shifts, notes that a review of the bargaining unit contracts indicates that none of the employees in Green County's employ are recipients of 15 minute coffee breaks. All coffee breaks are 10 minute breaks. Further, there is no indication that the language which has existed in the previous contract, though not reflective of the employment schedules, has caused any problems for the employees. Therefore, the undersigned finds that the Employer's proposal to retain the coffee break time at 10 minutes is acceptable, even if not the better language concerning periods of working hours. Further, the undersigned does not believe that this issue is of major importance in determining which final offer is more appropriate.

In regard to the clothing allowance, the parties agree upon the amount paid for the allowances in the first year of the contract, but differ in the amount allocated during the second year. A review of other counties' allocations indicates that the Employer's proposal for a clothing allowance is consistent with that offered by others. The differences in the amount allocated for clothing allowances appear to be in the first year than an employee is with a county in that many of the counties provide for the initial outfitting of a new employee and also provide for repair or replacement of uniforms at expense to the county if the employee is involved in a situation, while on duty, which results in destruction of the uniform. There is no issue pertinent to the provision of clothing upon hire or destruction. Instead, the major arguement in support of the increase in the clothing allowance was made in regard to maintenance and care of uniforms and its cost in comparison to inflation. Thus, while it may be appropriate to reflect that inflationary costs have cuased the care and maintenance of uniforms to rise in cost, the amount allotted by the Employer for replacing and maintaing those uniforms is not sufficiently different from other counties to warrant any change.

DURATION:

Under the duration clause, the Employer proposes changing the language to reflect that the contract shall exist only for a given period of time, specifically, from January 1, 1980 to December 31, 1981. The Employer proposes to delete a sentence from Section 24.01 which states "in the event such notice is served, the parties shall operate temporarily under the terms and provisions of this contract until a new contract is entered into." The Employer also proposes changes in the Preamble and elsewhere in the contract to reflect that the contract would be for a fixed period of time. The Union, on the other hand, proposes no change in the language of Section 24.01 except for the change in effective date and no change in the language anywhere else that might suggest a variance from Section 24.01.

The Union, in support of its final offer, contends that this clause is the most important clause at issue in the final

offers, and the proposed changes by the Employer pertinent to duration of the contract are reasons sufficient to reject the Employer's offer. Maintaining that the current contract provides stability and continuity to the collective bargaining relationship, the Union argues the language in Sec. 24.01 is needed because the history of the bargaining relationship shows the need to resort to binding arbitration and has resulted in unresolved contracts for as long as 14 months. Further, the Union argues that the language has no adverse impact upon the Employer or the employees. To support its position the Union cites that no problem or dispute has arisen as result of the provisions; that it is well established that the Employer may unilaterally cease honoring certain types of provisions within the collective bargaining agreement upon its expiration date, and that the provision in the contract is not a contract bar to the bargaining unit being able to decertify or vote the Union out.

The Employer, on the other hand, argues that the language should be changed because the current status, in effect, maintains the contract perpetually. Citing that the duty to bargain requires the Employer to maintain the existing terms of employment unless and until it bargains an agreement or reaches impasse, and that questions of retroactivity regarding contract benefits no longer exist due to interest arbitration, the Employer argues that at best it may only implement changes in the agreement in the event that an emergency exists or after bargaining to impasse, provided no prohibition exists in the contract. The Employer continues that under the current language it is prevented from taking any unilateral action since the language maintains the perpetual implementation of the expired contract until a new contract is agreed to.

In addition, the Employer argues that the existing language in the past contract makes the contract defective on its face, violating Sec. (3)(a)4 of Sec. 111.70 Wis. Stats. which states that the term of any collective bargaining agreement shall not exceed three years. As example, the Employer notes that the 1978-79 contract has now lasted longer than three years due to the language within the duration clause since a new agreement has not been reached. Finally, the Employer argues that no other comparable in evidence has such a contract clause. Thus, the Employer concludes that its language is more appropriate and should be accepted by the arbiter. In response, the Union cites that the City of Monroe law enforcement employees' contract contains language similar to that which it has in its previous contract and wishes to continue.

The undersigned finds that Sec. 111.70 Wis. Stats. requires the Employer to honor previous collective bargaining agreements with respect to maintaining wages, hours and conditions of employment and thus, finds no urgent need to provide within the con ract language that reasserts this provision of the Statutes. However, the undersigned also finds that while the language may be restrictive, it was language previously agreed to by the parties which would justify a quid pro quo to remove it. Despite this finding and despite the fact that the Union has argued that this issue is the controlling issue in determining whose final offer is more appropriate, the undersigned concurs with the Employer that the prevailing issue is that of economics and most specifically wage rates.

WAGES:

Regarding wages, the Union takes the position that Green County is a very wealthy county with a population of approximately 31,000 people. It continues that for the size of the population, the

county is clearly the wealthiest one of any of those introduced into the record as comparables by the parties. The result, the Union declares is that the best comparables for the wages argument are those found close at home within Green County and thus, submits the City of Monroe, the City of Brodhead, and the Village of New Glarus collective bargaining agreements as the primary comparisons. The Union continues that Green County Sheriff's Department is the primary law enforcement agency in Green County; that its jurisdiction is county-wide; that it operates the only jail in Green County; that its officers handle every prisoner arrested in the County, and that the patrol cares for the highways and deals with weather emergencies and highway carnage. Thus, the Union concludes that its employees perform duties which are far more demanding than those required of the law enforcement officers of Monroe, New Glarus and Brodhead and when it is considered that the Green County law enforcement department operates from a larger tax base, there is no reason why the officers within the unit should not be compensated at a rate equal to or better than those compensated within the smaller communities of the county. Finally, as support for their position the Union cites the June 5, 1980 offer of the Employer to its highway department employees, wherein the unskilled laborers are offered 67¢ per hour more to start than primary law enforcement officers receive. As a result, the Union notes, the deputies would have to be on the job three years before they could achieve any semblance of parity with the unskilled laborers of the same Employer.

In an effort to discount the arguments the Employer might offer, the Union posits that the Employer will compare its wages with other county's wages where the employees receive vehicles and gas for driving to and from work in addition to the wage compensation offered. This, the Union contends is a substantial benefit to employees, thus, the Employer's offer will not reflect the total economic benefit offered to law enforcement officers in other counties. The Union also states that the Employer will not consider turnover in terms of costing the proposal and that the Employer will inflate the generosity of its offer by including overtime earnings as part of basic wages.

Additionally, the Union maintains that the undersigned must not rely primarily upon the percentage increase offered by the Employer because the historical comparisons will show that employees of the County's law enforcement agency have been underpaid for many years and that the Employer's offer will not allow the employees to "catch-up". "Catch-up", the Union concludes, is necessary for the bargaining unit in order to make its compensation somewhat equal to that of the fellow police officers within the County; to the unskilled employees of the County, and finally, to the increasing cost of living.

The Employer, on the other hand, states that its offer is the most reasonable offer. In support of its position it states its top rates are competitive with nearly all the comparable counties; that its starting rate, although less than others, has been increasing over the years and has not been a problem in hiring new recruits; that its offer is consistent with the monetary compensation it has offered other units within the County, and that it has sought to put available money into the lower paid classifications where inflation hits the most.

Noting that Lafayette and Iowa Counties maintain a straight 6/2 work week schedule which produces 2,244.6 hours straight time pay per year, the Employer maintains these two counties are the most comparable counties for comparison purposes in wages.

Additionally, the Employer would suggest that Grant and Crawford Counties are also comparable since they are the two closest southwestern counties and are not highly populated or urban centers. However, the Employer does note that Grant and Crawford Counties, as well as others argued by the Unio, essentially maintain a 40 hour work week which makes it difficult to make appropriate comparisons. However, the Employer does argue that when the monthly rates are considered, the offer it makes its employees is comparable to the compensation other receive. This is supported, the Employer states, by the fact that Green County has no turnover problem and that almost half of its employees in this unit have already reached the five year compensation (the top compensation) rate. Additionally, the Employer states that it is upgrading the rates where the employ-es have been with the County for the longest period of time.

Finally, the Employer argues that although the cost of living is a factor to be considered, the Union's offer is extremely inflationary, even comparing it to the Consumer Price Index, when it is considered that the County is a rural county. The Employer notes that the CPI ending December, 1979 was at 13.4% for Urban Wage Earners and 13.3% for All Urban Consumers. The Employer then argues that the Union, by asking for a 13.09% weighted average increase, nearly matches the amount that is the index figure for the U.S. All Cities Average while the physical makeup and the economic demands of the county are significanly lower. Thus, the Employer concludes its offer is more appropriate when the discounting for the rural area is applied.

As noted previously in the section entitled Comparables, the undersigned has found that the most appropriate comparables are Iowa, Lafayette, Sauk and Columbia Counties. The undersigned does not believe there is merit in considering communities as comparables where the number of employees is significanly smaller such as in the Village of New Glarus, where its law enforcement officers, including the Chief of Police, number three. The undersigned does find merit in considering the City of Monroe's bargaining unit as a comparable since it is of nearly equal size, but has determined the most appropriate comparables to be those doing like work within comparable counties. Finally, the undersigned concludes that, pertinent to wages, there is merit in considering the wage increases other bargaining units receive within the County.

Relevant to the offers being considered herein the undersigned finds that neither party asks for compensation which results in a total cost to the County that is inconsistent with awards and/or settlements which have been reached recently and that, additionally, if "catch-up" is an issue, the 13.09% increase sought by the Union is not inappropriate. In attempting to develop a method of measuring the compensation offered by other counties with Green County's wages, the undersigned did convert the hourly rate paid Green County law enforcement officers to an annual compensation and considered the 48 hour week as a normally scheduled work week. A review of the collective bargaining agreements in the other counties indicated that the employees were paid for normally shceduled work weeks and, specifically, in Iowa nad Lafayette Counties, the normally scheduled work week was a 48 hour work week with a 6/2 work week schedule similar to Green County's. Starting rates, the rates at two years of employment and the top compensation rates were also considered. The two year figure was selected since the top wage rate could be reached at two years, three years or five years depending upon which county an individual was employed in. The top rate was also considered since it reflects an amount of compensation individuals who stay with the department are able to receive in addition to any yearly increases which might occur.

## COMPARISON OF 1980 OFFERS TO 1980 RATES[1]

| | EMPLOYER'S OFFER | | | UNION OFFER | | |
|---|---|---|---|---|---|---|
| | Start | 2 Yrs. | Top | Start | 2 Yrs. | Top |
| ROADMAN | 11,896 | 13,248 | 14,340 | 12,252 | 13,488 | 14,832 |
| DISPATCHER/ JAILER | 11,580 | 12,924 | 14,028 | 12,120 | 13,356 | 14,700 |
| CLERICAL/DIS-PATCHER/JAILER[2] | 9,444 | 10,800 | 11,892 | 9,876 | 11,112 | 12,456 |

| | IOWA COUNTY | | | LAFAYETTE COUNTY | | | SAUK COUNTY[3] | | | COLUMBIA COUNTY | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Start | 2 Yrs. | Top | Start | 2 Yrs. | Top | Start | 2 Yrs. | Top | Start | 2 Yrs. | Top |
| PATROL | 11,856 | 13,992 | 13,992 | 12,010 | 12,010 | 12,010 | 14,652 | - | - | 13,572 | 14,628 | 14,964 |
| DISPATCHER/ JAILER | 10,572 | 12,708 | 12,708 | 11,610 | 11,610 | 11,610 | 14,052 | - | - | 12,900 | 13,920 | 14,256 |
| CLERICAL/DIS-PATCHER/JAILER | 8,124 | 10,260 | 10,260 | - | - | - | 11,844 | - | - | 10,746* | 11,436 | 11,688 |

[1]The undersigned has determined that the above three classifications are the primary classifications in each of the counties and therefore did not include information on sergeants or investigators, although some information was available regarding these positions as well.

[2]Since this classification includes the clerical staff, the compensation for this position was compared with the clerical classifications of other counties.

[3]Information regarding the exact salary schedule was not available, however, it was assumed that a progressive wage structure exists in this county similar to that in Columbia County since the arbitration award the information was taken from referred to Columbia County as an appropriate comparable.

*composite wage based on the high and low clerical classification compensation.

As is noted from the rates on the preceding page, the compensation sought by the Union for 1980 does not significantly differ from compesnation received by others. A review of the amounts paid to patrol officers finds that Green County's employees in this category are paid the lowest rate of all the counties at the two year compensation rate. Thus, the Union's argument, relative to "catch-up" becomes a pertinent arguement. While the starting salary is not the lowest, it is still low compared to Green County's comparable position with the counties. Additionally, although the top rate is mroe comparable to the other counties, it should be noted that the rate is acquired at five years, while the others reach their top rates within a maximum of three years in any of the other counties. Thus, employees in other counties receive a higher annual salary earlier and thus for more years that do Green County employees.

In regard to the dispatcher/jailer rate, it is noted that the offers of both parties appear to be similar and result in nearly equal positions within the comparables. However, the rate sought by the Union at the top rate level, moves theUnion substantially ahead. The same results occur pertinent to the clerical/dispatcher/jailer rate, when that rate is compared to the clerical rates of other counties. Additionally, while it is interesting to note that the Employer offers its unskilled laborers in the highway department higher starting compensation than it does the law enforcement officer, it must also be noted that the rates offered by the Employer for law enforcement officers is not inconsistent with the rates received by other law enforcement agencies. Thus, this fact is not determinative of which offer is more appropriate.

The undersigned concludes that the Employer's offer does not significantly raise the level of compensation of Green County employees in cmoparison to the other counties and Green County emploves are somewhat in need of "catch-up". However, the Employer's offer does provide some increases in slary and does not result in the County's level of compensation dropping lower than the position it has maintained among these counties. Additionally when the cents per hour compensation offered to the other bargaining units within the county is compared with the cents per hour compensation offered to the Union, the undersigned finds that the flat rate (averaged) offered is higher than that offered the other bargaining units even though the percentage rate may not be as high. Thus, there is some merit to the Employer's argument that it is attempting to recognize inequities in compensation.

While the undersigned finds that the Union is justified in seeking the compensation it seeks in 1980 and would award to the Union if the final offer were a one year offer, the same does not hold true when the second year is considered. While the rates sought by the Union in 1981 are not substantially out of line, and while the Employer offer appears to be slightly on the low side in light of the continuing rise in the cost of living, the Union's proposal seeks identical compensation for the roadman classification and the jailer/dispatcher classification. The result of adoption of such a wage schedule would result in a merger of the classifications, leaving only job descriptions as distinguishing factors, a situation which does not exist in any other county. Additionally, there is a question relevant to the clerical/dispatcher/jailer classification wherein the Union has noted that it believes these employees should be compensation at the same rate of pay as the dispatcher/jailer classification and they will seek resolution of this matter through other tribunals. If, in fact, the Union is successful in its effort to achieve parity in pay between the two classifications, the result in 1981 would be that all employees in all three classifications would be compensated at the same rate of pay and essentially become the same classification. The undersigned does not believe that an arbitration award deciding an issue of compensation should be the basis for determining whether or not

there will be job classifications within a county. Other criteria exists which should prevail in determining what types of classifications exist and what the appropriate compensation should be.

While the undersigned is willing to accept the Union's "catch-up" argument, the undersigned does not find that this argument is the prevailing argument when the Union is not only seeking "catch-up" but secondary compensation by securing an additional step increment as well. The undersigned notes that while Green County employees may take longer to reach the top pay, there are several steps which provide additional pay to the employees for years of service that are not available to other employees in other counties. If, in fact, the Union is able to secure "catch-up" compensation the existing incremental steps would adequately compensate long term employees in comparison to other counties. Thus, in the opinion of the undersigned, the final offer exceeds the limits of reasonableness when both types of compensation are sought at the same period of time, particularly when no other county offers as many step increments.

Thus, having reviewed the evidence and arguments and after applying the statutory criteria, and while having concluded that there are several issues which if decided individually upon their own merits would have been awarded to the Union, the undersigned finds that the economic issue is the primary issue and that the second year of the salary schedule is the determinative factor in deciding that the Employer's offer is more reasonable as to wages, the undersigned makes the following

AWARD

The final offer of the Employer, along with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor collective bargaining agreement, are to be incorporated into the collective bargaining agreement as required by statute.

Dated this 28th day of April, 1981.

Sharon K. Imes
Arbitrator

SKI/mls

APPENDIX "A"

July 7, 1980

RECEIVED

JUL 8 1980

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

FINAL OFFER OF

GREEN COUNTY TO THE

GREEN COUNTY DEPUTY SHERIFFS' ASSOCIATION

References are to the 1978-79 contract.

1. Change PREAMBLE to read as follows:

   THIS DOCUMENT entitled Collective Bargaining Agreement between Green County, Wisconsin (hereinafter referred to as the "Employer" or "County"), and the Green County Deputy Sheriffs' Association (hereinafter referred to as the "Union" or "Association"), is effective as of January 1, 1980, and shall continue in force until December 31, 1981. If new agreements are reached, a new Collective Bargaining Agreement shall be published which shall contain all present agreements published herein and such changes, additions or deletions as shall be mutually agreed to.

2. Change the last sentence of Section 3.03 to read as follows:

   Section 3.03 - In keeping with the above, the employer shall adopt and publish rules and regulations which may be amended from time to time consistent with the terms of this Collective Bargaining Agreement and otherwise appropriate under the law.

3. Change Article XII to read as follows:

   ARTICLE XII
   Sick Leave

   Section 12.01 - Each full time employee shall earn and accumulate when not used, one (1) sick leave day with pay at his regular rate of pay for each month of employment until a total of seventy-two (72) days is accumulated.

   Section 12.02 - After each full time employee has accumulated his seventy-two (72) days of sick leave and uses all or any portion of it, it shall be built back up at the rate of one (1) day of sick leave a month, until he has again accumulated seventy-two (72) days.

   Section 12.03 - No sick leave shall be paid for absence due to illness, unless the employee has accumulated 12

or more sick days or unless the employee presents a proper doctor's certificate attesting to the illness. If an employee accumulates 12 days, but drops below 12 days because of a covered sick leave absence in excess of 3 days, the employee will be exempt from the 12 day accumulation requirement for a number of months equal to the number of days less than 12 (but more than 0) to which the employee's accumulation was reduced as a result of the covered sick leave in excess of 3 days. In any event, after an employee has used 3 days of sick leave he shall furnish a proper doctor's certificate attesting to the illness. If the employee leaves work because of illness, that day shall be counted as the first day of illness.

Section 12.04 - 50% of the employee's accumulated sick leave at the time of an employee's termination due to normal retirement, death or permanent disability will be paid to the employee or his/her heirs.

Such 50% may be converted and applied to pay for group health insurance hereunder, at the retired or totally disabled employees option, provided the carrier permits such persons to remain in the group.

Section 12.05 - Any use of sick leave except for legitimate personal illness or disability will be treated as "leave without pay" and could jeopardize the employee's status.

Section 12.06 - The County shall not provide prorated benefits for sick leave in regard to benefits for part time employees.

4. Section 6.01 Change 180 days probationary period to 270 days.

5. Add new sections 7.02 and 7.03, to read as follows:

Section 7.02 - Whenever it becomes necessary to lay off employees, the employee(s) with the least seniority shall be first laid off, providing the remaining employees are capable of performing the work, and such employees shall possess re-employment rights as hereinafter defined.

Section 7.03 - Whenever it becomes necessary to employ additional personnel, either in vacancies or in new positions, subject to the provisions of the "Job Posting" clause in this Agreement, bargaining unit members who have been laid off, within two (2) years prior thereto, shall be entitled to be reemployed in such vacancies or new positions in preference to all other persons, provided the employee has the ability to do the available work.

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APPENDIX "B"



1980-1981

ASSOCIATION'S PROPOSED AGREEMENT

between

GREEN COUNTY
[Employer]

and

GREEN COUNTY DEPUTY SHERIFFS' ASSOCIATION
[Union]

Submitted this 16th day of September, 1980.

FINAL OFFER OF THE GREEN COUNTY
DEPUTY SHERIFFS' ASSOCIATION

Where no change is indicated, the Association's intent is that previous contract language be retained as is.

REFERENCES ARE TO the 1978-1979 Collective Bargaining Agreement.

1. Change the last sentence of Section 3.03 to read as follows:

   Section 3.03 - In keeping with the above, the employer shall adopt and publish rules and regulations which may be amended from time to time consistent with the terms of this Collective Bargaining Agreement and otherwise appropriate under the law.

2. Section 6.01 - Change 180 days probationary period to 270 days.

3. Add new Sections 7.02 and 7.03 and renumber 7.02 as follows:

   Section 7.02 - Whenever it becomes necessary to lay off employees, the employee(s) with the least seniority shall be first laid off, providing the remaining employees are capable of performing the work, and such employees shall possess re-employment rights as hereinafter defined.

   Section 7.03 - Whenever it becomes necessary to employ additional personnel, either in vacancies or in new positions, subject to the provisions of the "Job Posting" clause in this Agreement, bargaining unit members who have been laid off, within two (2) years prior thereto, shall be entitled to be reemployed in such vacancies or new positions in preference to all other persons, provided the employee has the ability to do the available work.

   Section 7.02 renumbered to Section 7.04

4. Change Section 9.03 as follows and Delete Sections 9.04 and 9.05, substitute the following:

   Section 9.03 - When transferring from one job to another, the employee carries to the new job all accumulated sick leave, vacation benefits and longevity.

   Section 9.04 - Transfers are regarded as permanent when a 30 day probationary period has been satisfactorily completed in the new position. The employee may use earned sick leave, vacation, and other benefits during this probationary period.

6. Delete sections 9.03, 9.04, and 9.05, substitute the following:

Section 9.03 - When transferring from one job to another, the employee carries to the new job all accumulated sick leave, vacation benefits and longevity.

Section 9.04 - Transfers are regarded as permanent when a 180 day probationary period has been satisfactorily completed in the new position. The employee may use earned sick leave, vacation, and other benefits during this probationary period. If the employee fails to satisfactorily complete said probationary period, (s)he shall be returned to his/her former position. Persons permanently transferred to a higher paid classification will receive their rate for their former job or the beginning rate for their new job, whichever is greater, during the probationary period. Upon completion of the probationary period, they will be paid in accordance with Section 23.02. (Their position on the salary scale based on length of service with the Department and/or credit for prior service in accordance with Section 23.03).

7. Delete "1/2 day" from December 24 and December 31 in 14.01.

8. Add, ", and on the holiday," in the third line of 14.04, after the word, "holiday".

9. Change 18.01 to read as follows:

For full-time employees who elect family coverage, the County agrees to pay 90% of the monthly premium for the health insurance coverage which was in effect as of January 1, 1980. For full-time employees who elect single coverage, the County agrees to pay 100% of the single premium for such coverage.

10. Change 18.03 to read as follows:

Employees regularly working less than eighty-five (85) hours per month are not eligible for health insurance hereunder.

For those working 21-30 hours per week, who elect family coverage, 50% of 90% of the cost of the premium will be paid by the County. For those employees working 30-40 hours per week, who elect family coverage, 75% of 90% of the cost of the premium will be paid by the County; for those working 21-30 hours per week, who elect single coverage, 50% of the cost of the premium will be paid by the County. For those employees working 30-40 hours per week, who elect single coverage, 75% of the cost of the premium will be paid by the County. Any balances will be paid by the employee.

11. Delete Article XXI.

12. Article XXIII, Section 23.02: Add the phrase: ", subject to Section 9.04."

13. Change Section 22.06 to read as follows:

Section 22.06 - All employees shall receive a clothing allowance of up to $400.00 during their first year of employment and up to $250.00 during each subsequent year of employment. However, Clerical/Dispatcher-Jailer shall receive a clothing allowance of up to $300.00 during their first year of employment and up to $200.00 during each subsequent year of employment.

14. Article XXIII: Change dates on the wage schedule - two year proposal, 1980 and 1981.

January 1, 1980 - December 31, 1980

| | Starting | After 90 Days | After 6 mos. | After 1 year | After 2 years | After 3 years | After 4 years | After 5 years |
|---|---|---|---|---|---|---|---|---|
| Roadman | $5.30 | $5.41 | $5.57 | $5.73 | $5.90 | $6.06 | $6.22 | $6.39 |
| Dispatcher /Jailer | 5.16 | 5.26 | 5.43 | 5.59 | 5.76 | 5.92 | 6.08 | 6.25 |
| Clerical/ Dispatcher /Jailer | 4.21 | 4.32 | 4.48 | 4.65 | 4.81 | 4.97 | 5.14 | 5.30 |
| Sergeant | 6.49 | | | | | | 6.65 | 6.81 |

Part-time roadman shall be $5.30/hour.
Investigators shall receive an annual salary of $14,700.

January 1, 1981 - December 31, 1981

| | Starting | After 90 Days | After 6 mos. | After 1 year | After 2 years | After 3 years | After 4 years | After 5 years |
|---|---|---|---|---|---|---|---|---|
| Roadman | $5.78 | $5.90 | $6.07 | $6.25 | $6.43 | $6.61 | $6.78 | $6.97 |
| Dispatcher /Jailer | 5.62 | 5.73 | 5.92 | 6.09 | 6.28 | 6.45 | 6.63 | 6.81 |
| Clerical/ Dispatcher /Jailer | 4.59 | 4.71 | 4.88 | 5.07 | 5.24 | 5.42 | 5.60 | 5.78 |
| Sergeant | 7.07 | | | | | | 7.25 | 7.42 |

Part-time roadman shall be $5.78/hour.
Investigators shall receive an annual salary of $16,000.

15. Add: the chief investigator shall receive $500 additional per year.

16. Balance of 1978-79 contract, with date changes, and numbering changes, where appropriate. Delete the last sentence of Section 24.01.

TENTATIVE AGREEMENTS:

1. Delete Section 5.01

2. Union's proposal to change "termination or separation" to "severance of the employment relationship" in Section 7.01.

3. Delete the phrase "part time employees" from Section 18.03.

4. Delete the phrase "investigators shall in any event receive $900 minimum increases".

If the employee fails to satisfactorily complete said probationary period, (s)he shall be returned to his/her former position. Persons promoted to sergeant will receive their rate for their former job or the beginning rate for sergeant, whichever is greater during the probationary period. Upon completion of the probationary period, they will be paid in accordance with Section 24.02. (Their position on the salary scale based on length of service with the Department and/or credit for prior service in accordance with Section 24.03).

5. Article XII, Sick Leave

Section 12.01 - Change accumulation to 72 days.

Section 12.02 - Change accumulation to 72 days.

6. Section 14.01 - Delete "1/2 day" from December 24 and December 31 thus making said days full holidays.

Change Section 14.04 as follows:

Section 14.04 - To qualify for holiday pay, employees must report for work on their regularly scheduled day BOTH prior to and following the holiday and on the holiday (if said employee is scheduled to do so). Employees shall not be denied holiday pay if they are unable to work on a qualifying day on account of proven illness or if their absence on a qualifying day is excused or mutually agreed to.

7. Replace Section 18.01 with the following language:

Section 18.01 - The Employer shall maintain the present level of health insurance coverage and pay the full premium for all employees except as otherwise provided herein.

Section 18.06 [New]

Section 18.06 - Upon retirement employees shall, at their option, be permitted to participate in the group health insurance program provided under this Agreement until they qualify for Medicare. All accumulated sick leave may be converted and applied to pay for health insurance benefits hereunder at the then current rate of pay for the position and longevity level last held provided such coverage is available.

8. Change Section 22.02 as follows:

Section 22.02 - Employees shall have a fifteen (15) minute "break" period during the first half of their shift and a fifteen (15) minute "break" period during the second half of their shift. Time and conditions are left to the discretion of department administrators or supervisors.

Change Section 22.06 as follows:

Section 22.06 - During 1980 all employees shall receive a clothing allowance of up to $400.00 during their first year of employment and up to $250.00 during each subsequent year of employment. However, Clerical/Dispatcher-Jailer shall receive a clothing allowance of up to $300.00 during their first year of employment and up to $200.00 during each subsequent year of employment. Commencing with January 1, 1981 all employees shall receive a clothing allowance of up to $400.00 during the first year of employment and $300.00 for each subsequent year of employment, however, Clerical/Dispatcher-Jailer shall receive a clothing allowance of up to $300.00 during the first year of employment and $250.00 for each subsequent year of employment.

9. Change Section 23.01 to reflect new contract term of January 1, 1980 - December 31, 1981.

Change Section 23.02 as follows:

Section 23.02 - All employees, except as otherwise provided herein, shall be paid in accordance with the following scale and shall receive the increments shown based on length of service with the department and/or credit for prior servive in accordance with Section 23.03, except as provided in Section 10.04.

10. Article XXIV, Compensation Schedules

Change as follows: (2 pages attached)

ARTICLE XXIV
COMPENSATION

January 1, 198(

| | Starting | After 90 days | After 6 mos. | After 1 yr. | After 2 yrs. |
|---|---|---|---|---|---|
| Increment | | .10 | .15 | .15 | .15 |
| Roadman | 5.46 | 5.56 | 5.71 | 5.86 | 6.01 |
| Dispatcher/ Jailer | 5.40 | 5.50 | 5.65 | 5.80 | 5.95 |
| Clerical/Dispatcher/Jailer * | 4.40 | 4.50 | 4.65 | 4.80 | 4.95 |
| Sergeant | 6.70 | | | | |

Part-time roadmen rate shall be $5.
*Part-time matron rate shall be $4.4

Investigators shall receive an annu
After 5 years with the department,

Chief Investigators shall receive a

*The Union believes that the law re
and Clerical/Dispatcher Jailers. S
Union agrees to maintain a differer
before an appropriate forum such as
of Industry, Labor, and Human Relat

ARTICLE XXIV
COMPENSATION

January 1, 1981 -

| | Starting | After 90 days | After 6 mos. | After 1 yr. | After 2 yrs. |
|---|---|---|---|---|---|
| Increment | | .10 | .15 | .15 | .15 |
| Roadman | 6.16 | 6.26 | 6.41 | 6.56 | 6.71 |
| Dispatcher/ Jailer | 6.16 | 6.26 | 6.41 | 6.56 | 6.71 |
| Clerical/Dis- patcher/Jailer* | 5.23 | 5.33 | 5.48 | 5.63 | 5.78 |
| Sergeant | 7.40 | | | | |

Part-time roadmen rate shall be $6.1(
*Part-time matron rate shall be $5.23,

Investigators shall receive an annua.
After 5 years with the department, i

Chief Investigators shall receive an

*The Union believes that the law req
and Clerical/Dispatcher Jailers. Si
Union agrees to maintain a different
before an appropriate forum such as
of Industry, Labor, and Human Relati

Tentative Agreements

1. Delete Section 5.01

2. Section 7.01 Change "termination or separation" to "severance of the employment relationship".

3. Delete the title "Part Time Employees" from Section 18.03.

4. Delete the phrase "investigators shall in any event receive $900 minimum increases".

5. The Union's record of negotiations shows tentative agreement with respect to the following provisions on the dates indicated. Since the Employer does not show these as tentatively agreed upon, but includes them in its proposal, the Union has done the same to avoid confusion. Said tentative agreements were as reflected in the proposal.

| | |
|---|---|
| Section 6.01 | Agreed 4-2-80 |
| Section 7.02 | Agreed 4-2-80 |
| Section 7.03 | Agreed 4-2-80 |
| Section 9.03 | Agreed 4-2-80 |
| Section 14.01 | Agreed 4-2-80 |
| Section 23.01 | Agreed 4-25-80 |