

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

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In the Matter of the Arbitration Between :
:
NORTHWEST UNITED EDUCATORS - :
BARRON COUNTY SHERIFF'S ORGANIZATION :
and :
BARRON COUNTY :

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Case XXVIII
No. 27111
MIA-522
Decision No. 18437-A

APPEARANCES:

Alan D. Manson, Executive Director, Northwest United Educators, appearing on behalf of the Northwest United Educators - Barron County Sheriff's Organization.

Mulcahy & Wherry, S.C., by Stephen L. Weld, appearing on behalf of Barron County.

ARBITRATION HEARING BACKGROUND:

On March 30, 1981, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as arbitrator, pursuant to Section 111.77(4)(b) of the Municipal Employment Relations Act in the matter of impasse between the Northwest United Educators - Barron County Sheriff's Organization referred to herein as the Union, and Barron County, 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 April 1, 1981, at Barron, Wisconsin, at which time the parties were present and given full opportunity to present oral and written evidence and to make relevant arguments. The proceedings were not transcribed. Post hearing briefs were filed with the arbitrator and were received on April 28, 1981.

THE ISSUES:

Four issues remain at impasse between the parties. They are vacations, insurance, longevity, and basic wages. The final offers of the parties are attached as Appendix "A" and "B".

STATUTORY CRITERIA:

In determining which final offer is to be selected in this dispute, the undersigned is directed by Section 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.

THE COMPARABLES:

The Employer: The Employer asserts factors taken into account by a previous arbitrator should be the criteria for establishing which counties are comparable counties. The criteria used were population, geographic proximity, mean income of employed persons, overall municipal budget, total complement of relevant personnel and wages and fringe benefits paid to such personnel. When these factors are used, the Employer contends the most comparable counties are Burnett, Washburn, Sawyer and Rusk. While the Employer notes St. Croix, Dunn, Polk, and Chippewa Counties are also contiguous, the Employer posits they should not be considered as primarily comparable counties since they are more urbanized than Barron County. In support of the contention that they are more urbanized, the Employer cites Arbitrator Mueller's theory of diminishing market impact by a major metropolitan community and states that these counties are affected by Minneapolis-St. Paul and by Eau Claire-Chippewa Falls. The Employer continues Barron County is more rural in nature than these four counties and therefore is more similar to those counties which are contiguous and rural.

The Employer states less weight as comparables should be given to cities within Barron County since there are significant differences between police departments and sheriffs' departments and there is considerable doubt as to whether job duties are similar at all. Finally, the Employer declares consideration should be given to the existing collective bargaining agreements within the County.

The Union: The Union contends the primary set of comparables is the contiguous counties of Chippewa, Dunn, St. Croix and Polk. Stating they are similar in population, similar in bargaining unit size, similar in per capita income, similar in total highway mileage, and share common borders and geography, the Union concludes these criteria make these counties most comparable to Barron County. The Union continues that although Burnett, Washburn, Sawyer and Rusk Counties also share borders with Barron County they should be considered as

secondary comparables since they are more rural in nature and do not share the similarities expressed above. The Union states the secondary comparables should only be used when the evidence is inconclusive in the primary set of comparables. It also suggests that the city police departments in Barron County and the other bargaining units within the County itself should be considered as secondary comparables.

The undersigned concurs with the Union in its contention that Polk, St. Croix, Dunn and Chippewa Counties are more similar to Barron County and therefore should be considered the primary comparables for Barron County. An analysis of the population, the equalized values and the per capita income, although such may not always reflect the total ability of a county's residents ability to pay, indicates that these five counties are much more similar than the other contiguous counties. The undersigned finds the Employer's contention that the four counties are much more urbanized since they are impacted by St. Paul-Minneapolis and by Eau Claire - Chippewa Falls not persuasive. The criterion of population, as well as per capita income, should be an accurate reflection of the economic impact that metropolitan areas have upon a county. When the population data is examined, it is apparent that Polk, St. Croix, Dunn and Chippewa are more comparable to Barron County with Polk and Dunn County 13% to 19% smaller than Barron County and Chippewa and St. Croix Counties 13% to 33% larger. In contrast, the four "rural" counties, proposed by the Employer as primary comparables, are anywhere from 148% to 214% smaller. Further, the equalized values of the four "rural" counties are less than one-half of the equalized value of Barron County. For these reasons, the undersigned concludes the eight contiguous counties should be looked at as comparables, but that they should be divided into primary and secondary comparables with Polk, St. Croix, Dunn and Chippewa as the primary counties and Burnett, Washburn, Sawyer and Rusk Counties as the secondary comparables.

As to the contentions pertinent to the other comparables, the undersigned considers the comparisons made with the internal collective bargaining unit as important comparisons when the benefits sought tend to be benefits where the county has established a similar or identical pattern of benefits among its represented and/or non-represented employees. Finally, the undersigned accords relatively little weight to city police departments within Barron County since there was no demonstration that the duties are similar.

POSITION OF THE PARTIES:

The Employer: The Employer argues its wage and vacation offers are more reasonable when these benefits are compared to other counties and to communities within Barron County. Further, the Employer states its wage offer is also more reasonable when it is viewed compared to the cost of living increases which have taken place over the past year. Additionally, the Employer contends its insurance offer is the more reasonable offer when it is compared internally and when it is compared with the other comparable counties. Finally, the Employer argues the Union-sought longevity provision is not justified.

As to the wage offer, the Employer states that comparison of positions within the department show that either offer will maintain the relative rank of Barron County among the comparable counties. Specifically, the Employer cites that the traffic officers' maximum rate in 1980 placed Barron County in fifth position out of the nine, or in first position out of the five

most rural counties. The Employer declares its offer in 1981 will result in its same ranking until December, 1981, when Burnett County will exceed the County's offer. The Employer continues comparison of the jailer/dispatcher position shows that the County's offer maintains the same ranks that were maintained during 1980.

Noting that the process server category is a new position sought by the Union, the Employer argues that such classification is not proper within the area. Accepting that most counties used deputy sheriffs to serve papers, the Employer states it wishes to maintain the method it has used because it finds it is advantageous to all and because the Union has shown no justification for a 20.5% increase in pay for the position. Further, the Employer contends no increase is justified since there is no evidence of improved performance or productivity.

The Employer continues that the settlement pattern for the area averages a 9.8% increase in pay for traffic officers and a 10.3% increase in pay for jailers/dispatchers. Costing its offer at 10% for the traffic officers and 9.98% for the jailer/dispatcher, the Employer contends its offer is more reasonable than the Union's offer of 12.5% and 12.6%. Further, the Employer notes that Dunn County, the only county with a position of process server that has settled, granted a 13% increase in salary to that position. The Employer argues its offer of 10% increase on the jailer/dispatcher position thus makes the increase for the process server more comparable to the settlement reached in other counties.

Finally, the Employer states the cost of living increase from January to January was 12.5%. It notes its offer, including increases in other benefits, amounts to a 13% total compensation increase while the Union's offer amounts to a 15.3% total increase. Thus, the Employer concludes, its offer exceeds the Consumer Price Index increase, an index which is not as reliable as the Personal Consumption Expenditures Index. Therefore, its offer is the more reasonable one.

As to the vacation proposal offered by the parties, the Employer maintains its offer is the more reasonable one. In support of its position, the Employer states it has extended a third week of vacation to the Sheriff's Department sooner than it has to some of its employees and there is no specific vacation pattern established within the County. This, together with a comparison of vacation schedules where data can be gathered among the comparable counties, shows the vacation schedule offered to its employees is better than those offered in comparable communities. The Employer states the data is not readily available since no counties offer vacations based on work days off rather than work weeks and it is not known how many days constitute a work week. Therefore, valid comparisons of vacation schedules cannot be made. Finally, the Employer argues that an increased vacation provision, such as the one the Union seeks, will impact on productivity and cause employee problems within the County.

The Employer states there is adequate reason to accept the Employer's proposal on insurance since its proposal makes the benefits received by its employees consistent within the County. It notes the offer it has made to the Union is the same offer it has made to the other bargaining units. Further, the Employer declares its offer maintains the County's relative position in comparison with other counties.

The Employer asserts no evidence supporting justification for a longevity clause exists. Noting that the comparables do not support the Union's position with less than half of the comparable counties having longevity provisions and those that do are mostly urbanized, the Employer contends the Union has shown no compelling need for a longevity clause. Further, the Employer states the internal comparables show no unit within the County has longevity. Thus, concludes the Employer, if the Union succeeds in gaining longevity through an arbitration award, it will have achieved a benefit that no unit has been able to achieve at the bargaining table. Additionally, the Employer argues the proposal offered by the Union relative to longevity is ambiguous and could cause problems in the future which should be reason enough to reject the argument of the Union. Finally, the Employer declares the Union's proposal for longevity results in its employees receiving a payment in their tenth year that exceeds any payments received by other employees in other counties at ten years. Thus, comparisons made among those who do have longevity provisions show there is no reason for acceptance of the longevity proposal.

The Union: The Union notes the two final offers pertinent to vacations coincide at the first, second and fifteenth years and that both offers have identical maximum number of days offered. Despite these similarities, the Union argues there is need to accept its offer since both offers still result in the employees of the unit receiving a vacation benefit which is below average in both sets of comparables except for those comparables which exist within Barron County itself. As to comparisons with Barron County bargaining units vacation schedules, the Union states its proposal is the same as the proposal which was sought by the nurses wherein an arbitrator found that the comparables supported the vacation schedule.

The Union states both final offers show that the County is below average among the comparables when the County's contribution toward insurance premiums is considered. The Union argues that the final offer of the County represents a decrease in the Employer's percentage of payment among the comparable communities. Further, the Union contends the Employer's proposal results in the Union being offered less than the increase other employees received in county contribution toward the insurance premium. The Union concludes the County has maintained different levels of benefits and different comparisons previously and that there is no reason why consistency among the benefits offered the bargaining unit should be the determining criteria in this instance.

The Union contends the longevity clause and the basic wage increase can best be evaluated when the maximum wages are compared both with and without longevity. It states both final offers reach a maximum in compensation after two years and therefore it is important to compare not only beginning wages and wages at the two year level, but wages at the maximum level as well. It notes that several county contracts specifically identify longevity payments, but that other contracts provide longevity through their wage schedules as is evidenced by the difference between the two year rate of pay and the maximum rate of pay incorporated in the schedules.

The Union continues its wages in 1980 were below average at all wage levels within the primary group and also below average at three levels of compensation and above average at three levels of compensation when all of the comparables were considered. It states its 1981 offer will result in the

County maintaining the same status as existed in 1980 but that the Employer's offer will result in a change in status.

Noting the process server classification is a sub-issue in the wages issue, the Union states that a majority of the process serving is done by deputies who are paid at the deputy rate. It also notes that only two counties pay the process server in the jailer/dispatcher range. In Barron County the process server is paid at the jailer/dispatcher rate. Therefore, the Union concludes that a proposal to pay the process server the average of the two wages is not unreasonable.

The Union concludes it has shown justifiable need for "catch up" and that the amount it seeks neither achieves parity with the comparable counties nor causes an economic hardship on the Employer. It continues that the cost of living increases and the comparisons with other counties fully justify the "catch up". It notes that a majority of the percentage costs increase reflected in its wage package is an increase in the cost of providing single insurance coverage which was clearly a provision given other employees in comparable counties by an overwhelming majority. It states its offer proposing a vacation schedule is identical to the vacation schedule of two other bargaining units within the County and that its proposal pertinent to insurance benefits preserves the differences which have existed in the unit previous to this contract. Thus, the Union's offer is more reasonable.

DISCUSSION:

The differences in the parties' vacation proposals occur after the second year of service. While both parties agree that the employees should receive three weeks of vacation after eight years, the Union seeks additional days of vacation commencing with the fourth year of employment until four weeks of vacation are earned after thirteen years of service. The Employer offers four weeks of vacation after fifteen years.

With respect to the Employer's argument that the internal comparisons establish no vacation pattern, the undersigned notes that at least two of the bargaining units, the nurses' association and the social services department, receive vacation schedules that are essentially the same as that sought by the Union. The undersigned also notes, however, that there are other bargaining units within the County and their vacation schedules do not coincide with this proposal. The undersigned also notes that at least one of the bargaining units which has the schedule sought by the Union was awarded that schedule during an arbitration process, and therefore does not give internal comparisons as much consideration as will be given to the external comparisons.

The Employer argued in its brief that comparisons with the external comparables were difficult to make since the data was not always consistent in determining the number of days within a vacation week. The undersigned notes that some of the contracts provide vacation schedules according to working days while others provide vacation schedules according to weeks but attempted to look at the data both in relationship to a six day working week and a five day working week. When this was done, the data suggests that among the most comparable communities the standard was four weeks of vacation after fifteen years. It also appeared, however, that although the standard was four weeks of vacation after fifteen years the majority of the county employees received more vacation days with less years of service than the offer of the Employer.

Among the secondary comparables, it appeared that at least three of the counties' schedules were quite comparable to the proposal sought by the Union. Finally, the undersigned found no evidence submitted by the Employer which proved that additional days of vacation would create a burden upon the County despite their contention that there would be a loss in productivity. Since the vacation schedules among the comparable employers more nearly conformed to the Union's offer, the undersigned determines that the Union's offer is the more reasonable one.

The dispute with respect to insurance lies in whether or not the word "full" should be inserted in place of the agreement to pay for compensation for single insurance coverage and whether the contribution toward the family benefit should be \$85 or \$95. In analyzing the data among the comparable counties, the undersigned finds that the Employer's offer amounts to less of a contribution both in percentage and in dollar amount toward contribution among a majority of the counties. The undersigned also notes that the benefit sought by the Union attempts to maintain the same difference that has existed previously in the County's contribution toward the employees' insurance within the bargaining units of the County, but finds there is merit in the Employer's attempt to establish the same level of benefits for all bargaining units. Thus, while the external comparables would tend to favor the Union's offer and while the dollar amount offered toward insurance contributions is less to the Sheriff's union than the other bargaining units within the County, the undersigned concludes the Employer's offer is the slightly better proposal since the Employer attempts to compensate for this leveling off of benefits in the percentage increase in total compensation offered internally.

While the Union contends the best way to consider the longevity clause is to look at it in conjunction with wage increases, the undersigned does not find that showing the employees are underpaid is sufficient for considering longevity justified. Based on the external comparables, and especially upon comparing the primary comparables, where three of the four counties have a longevity provision, there is support for inclusion of a longevity provision within an arbitration award. However, the undersigned notes the Union's proposal, even though it seeks only a one time payment of \$15 per month for one year, amounts to a greater longevity payment for its employees than any other county provides employees at the ten years of service position. Further, the undersigned places considerable weight upon the fact that no other bargaining unit within Barron County has been successful in negotiating a longevity clause and therefore is hesitant to award a longevity clause to the Union. Finally, the undersigned finds merit in the Employer's argument regarding the confusing wording of the longevity clause within the Union's offer and notes that although the Union intends to receive only one \$180 payment the language as written could lead to other interpretations. Thus, on the basis of the objections raised above, the undersigned finds the Employer's position regarding longevity is more appropriate.

The parties agree the cost of the final offers are 13% for the Employer and 15.3% for the Union. In support of its position the Employer points to the patterns of settlement both within the comparable counties and with its other represented employees. Additionally, the Employer contends its offer exceeds the cost of living increases both in the Consumer Price Index and the Personal Consumption Expenditure Survey. While this evidence is persuasive,

the undersigned notes that a comparison of the positions with other comparable counties shows that the Employer's offer, despite the fact that it is higher than area settlements, will result in Burnett County, one of the secondary comparables, surpassing the County at the maximum rate it will pay the position of traffic officer and that Barron County will lose position relevant to the minimum rate paid the jailer/dispatcher in three of four of the secondary comparables while maintaining rank at the maximum level. Additionally, the County is significantly behind the primarily comparable counties at all rates of pay. On this basis, the undersigned does find merit in the Union's argument pertinent to "catch up" and concludes the Union's wage offer is more reasonable.

The undersigned notes the process server position is not a general classification within the comparable counties. However, it is also noted that both the Employer and the Union agree the process server is generally a deputy and is therefore generally paid at the deputy rate. In Barron County, the individual who acts as the process server is paid at the dispatcher rate and thus is one of two compensated at that rate. Therefore, the undersigned finds the compromise offered by the Union, wherein the process server would be paid at the average of the deputy and dispatcher rates a reasonable attempt to compensate the process server at the same level as other individuals performing the same duty.

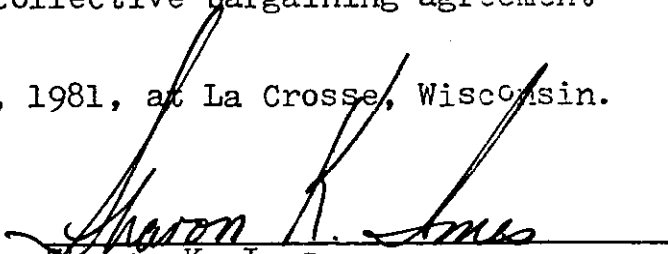
Finally, while the settlement pattern in the area may average approximately 10% and while the Employer's offer both exceeds the pattern established and exceeds the cost of living increases no matter which index is used, the undersigned finds the Union has made a justified argument for "catch up".

While the undersigned recognizes and accepts the Employer's argument relative to two issues, and recognizes and accepts the Union's argument relevant to two issues, the determination of which final offer should be selected is made on the basis of "catch up". The undersigned finds that while the Employer's offer is a reasonable offer, it does not adequately address the problems of wage compensation. Therefore, having reviewed the evidence and arguments and after applying the statutory criteria and having concluded that the Union's offer is more acceptable as pertains to wages, the undersigned makes the following

AWARD

The final offer of the Union, along with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor collective bargaining agreement which remained unchanged during the course of bargaining, are to be incorporated into the collective bargaining agreement for 1981 as required by statute.

Dated this 10th day of July, 1981, at La Crosse, Wisconsin.


Sharon K. Imes
Arbitrator

SKI/mls

APPENDIX "H"

FINAL OFFER OF BARRON COUNTY

1. Working agreement 1979-80 between the County and the Barron County Deputy Sheriff Association shall be renewed with the following revisions:

1. Article XI-Vacations shall be amended to read as follows:

Section 1. All full-time deputy sheriffs shall be granted vacation with pay as follows:

After one year of employment with Barron County - one week
After two years of employment with Barron County - two weeks
After eight years of employment with Barron County - three weeks
After fifteen years of employment with Barron County - four weeks

Section 2. No change

2. Article XIII-Insurance revise to read as follows:

Section 1. Full-time employees shall be offered the existing group hospital, surgical, medical insurance in effect and the County shall pay \$48.48 per month toward a single plan and \$85 a month toward the family plan.

3. Appendix A - revise to read as follows:

The following is the salary of officers within the Barron County Sheriffs Department with over two years employment. This salary does not include fringe benefits, vacation, or sick leave.

INVESTIGATOR

\$ 1320/mo

TRAFFIC OFFICER

\$ 1320/mo

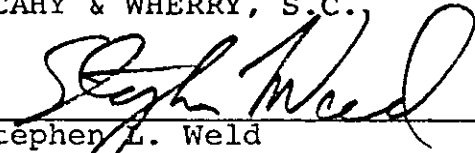
JAILOR/DISPATCHER

\$ 1157/mo

Respectfully submitted,

MULCAHY & WHERRY, S.C.

By


Stephen L. Weld
Attorney-at-Law

Attorneys for Barron County

FINAL OFFER OF NORTHWEST UNITED EDUCATORS
FOR THE 1981 BARRON COUNTY SHERIFF'S DEPARTMENT CONTRACT

BARRON COUNTY
CASE XXVIII NO. 27111 MIA-522

1. Unless otherwise indicated in the stipulations or final offer, the 1980 agreement shall remain unchanged.

2. Article XI - Vacations

Section 1. All full-time employees shall be granted vacation with pay as follows:

- After one year of employment - one week of vacation
- After two years of employment - two weeks of vacation
- After four years of employment - two weeks and one day of vacation
- After five years of employment - two weeks and two days of vacation
- After six years of employment - two weeks and three days of vacation
- After seven years of employment - two weeks and four days of vacation
- After eight years of employment - three weeks of vacation
- After nine years of employment - three weeks and one day of vacation
- After ten years of employment - three weeks and two days of vacation
- After eleven years of employment - three weeks and three days of vacation
- After twelve years of employment - three weeks and four days of vacation
- After thirteen years of employment - four weeks of vacation

All vacation weeks above shall consist of five days.

3. Article XIII - Insurance

Section 1. Full-time employees shall be offered the existing group hospital-surgical-medical insurance in effect and the County shall pay the full cost of the single plan and \$95.00 a month toward the family plan.

4. Article XXII - Salary

Traffic Officer/Investigator	\$1350/Month
Process Server	\$1268/Month
Dispatcher/Jailer	\$1185/Month

Longevity: All full-time employees with ten years of service shall receive additional compensation of \$15/month.

ARAN D. MANLEY
NORTHWEST UNITED EDUCATORS
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