

WISCONSIN EMPLOYMENT RELATIONS COMMISSION
BEFORE THE ARBITRATOR

RECEIVED

In the Matter of Arbitration Between)
GREEN COUNTY DEPUTY SHERIFF'S ASSOCIATION)
and)
GREEN COUNTY (SHERIFF'S DEPARTMENT))

CASE LVI
NO. 29741
DECISION NO. 21309-A
MIA - 604
OPINION AND AWARD

Appearances:

For the Union: William Haus, Esq., Madison.

For the Employer: Jack D. Walker, Esq., Madison.

BACKGROUND

On October 19, 1981, the Green County Deputy Sheriff's Association (referred to as the Union) filed a petition with the Wisconsin Employment Relations Commission (WERC) requesting that the Commission initiate arbitration pursuant to Section 111.77 of the Municipal Employment Relations Act (MERA) to resolve a collective bargaining impasse between the Union and the Green County (Sheriff's Department) (referred to as the County or the Employer) concerning a successor to the parties' collective bargaining agreement which expired on December 31, 1981.

On January 11, 1984, the WERC found that an impasse existed within the meaning of Section 111.77. On February 23, 1984, after the parties notified the WERC that they had selected the undersigned, the WERC appointed her to serve as arbitrator to resolve the impasse pursuant to Section 111.77 (4) (b).

By agreement, an arbitration hearing was held in Monroe, Wisconsin, on April 26, 1984 at which time the parties had a full opportunity to present evidence and arguments. A transcript was made of the hearing. Post hearing briefs were exchanged and filed with the arbitrator.

ISSUES IN DISPUTE

A number of issues remain unresolved. They are summarized here in an order which follows the sequence contained in the parties' now expired collective bargaining agreement:

1. Job Posting and Transfers. Sec. 9.04.

The Union proposes to change the stated probationary period for transfers from 180 days to 30 days.

2. Sick Leave. Sections 12.01-12.06.

The Union proposes a return to sick leave provisions contained in the agreement before it was modified by Arbitrator Imes' MIA Award dated April 28, 1981 (see Annex "A"). The Employer's offer makes only the following change to Section 12.04 in the parties' agreement: "insert 'as defined by County resolution 5-2-81' after the word 'retirement.'"

3. Funeral Leave. Section 15.01.

The Union proposes to add "grandparents and grandchildren" to the class of relatives listed.

4. Health Insurance. Section 18.01.

The Union proposes the following as a change in Section 18.01:

18.01 For full-time employees who elect family coverage, the County shall pay 90% of the monthly premium for the health insurance coverage which was in effect as of January 1, 1980, (the coverages and benefits set forth in the WPS-HMP plan, which coverages and benefits are hereby incorpor-

ated by reference). For full-time employees who elect single coverage, the County agrees to pay 100% of the single premium for such coverage.

NOTE: It is the intent of this proposal that the parties' rights and obligations with respect to health insurance benefits for the period from April 1, 1982 until such time as this Agreement is put into effect shall be in accordance with the final disposition of the following matter currently pending before the Wisconsin Employment Relations Commission: Green County (Sheriff's Department), Case LXIX, No. 31044, MP-1433.

The Employer proposes the following as a change in Section 18.01:

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 April 1, 1982, by Board resolution, including County payment of the first \$200 of major medical expense incurred by an insured during each deductible year.

5. Health Insurance. Section 18.06.

The Employer proposes the following new language:

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.

6. Shift "Breaks". Section 21.02.

The Union proposes this clarification for existing language:

21.02 Employees shall have a ten (10) minute "break" period during the first half of their shift and a ten (10) minute "break" period during the second half of their shift. Time and conditions are left to the discretion of department administrators or supervisors.

7. Compensation - Shift Differential

The Union proposes the following changes in shift differentials:

22.04 (a) All employees who work between 11:00 o'clock p.m. and 7:00 o'clock a.m. shall receive, in addition to their regular pay, ten cents (\$.10) per hour worked. Effective January 1, 1984 said premium shall be increased to twenty-five cents (\$.25) per hour worked.

(b) All employees who work between 3:00 o'clock p.m. and 11:00 o'clock p.m. shall receive, in addition to their regular pay, five cents (\$.05) per hour worked. Effective January 1, 1984 said premium shall be increased to fifteen cents (\$.15) per hour worked.

(c) All employees who work the 6:00 o'clock p.m. to 2:00 o'clock a.m. shift shall receive, in addition to their regular pay, five cents (\$.05) per hour worked. Effective January 1, 1984 said premium shall be increased to fifteen cents (\$.15) per hour worked.

8. 1982, 1983, and 1984 Wage Schedules.

The Union's wage offer is contained in Annex "A" and the Employer's wage offer is contained in Annex "B".

STATUTORY CRITERIA

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

- (6) In reaching a decision the arbitrator shall give weight to the following factors:
- (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.
 - (c) Comparison of the wages, hours and conditions of employment of the employes involved in the arbitration proceeding with the wages, hours and conditions of employment of other employes performing similar services and with other employes 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 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.
 - (b) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
 - (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

POSITIONS OF THE PARTIES

1. Job Posting and Transfers

The Union contends that the existing 180 day probationary period for transfers (in contrast to a probationary period for new employees) is unduly long while the Union's offer of a 30 day period, is more realistically shorter and suited to both Employer and employee needs. The existing 180 day period is particularly inappropriate, in the Union's judgment, because under existing language, the newly transferred employee does not receive pay for the new job at the new rate until the end of the probationary period.

For the Employer, however, the 180 day period is appropriate because changing jobs may present a great change in duties so that a 30 day probationary period is insufficient for the needed learning and testing period. A 30 day trial period would be detrimental to the County and employees. Moreover, the "pay freeze" of 180 days is not unfair because it is part of an opportunity for advancement and there is no evidence that there are any specific problems under the 180 day rule.

As for comparables, the Union points to a provision in the Lafayette County contract which speaks in terms of a "fair trial" period not to exceed 15 days and describes the Sauk County provision as "unclear." The Employer reads the Sauk County contract as providing a 6 month probationary period and pay freeze for promotion if the employee has 18 months of service and concludes that for those with less than the required service, the employee receives a pay cut. There is no specific probationary procedure in Columbia County, Grant County or Brodhead. Iowa County's promotion procedure requires

a written exam; Crawford County had a 60 dayus period in 1981. Monroe has a "fair trial" period provision and a specific time limit of 30 days for an employee choosing to return to his or her old job. If there is a probationary rate, that rate applies during the "fair trial" period.

2. Sick Leave (two issues)

The contractual language which the Union wishes to change, the Union notes, is a result of a prior arbitration award. In that 1981 award, Arbitrator Imes favored the Union position on this issue although, due to other issues, the County's offer was selected. The County's language which the Union wishes to change was developed by the County to deal with sick leave abuses in another unit of County employees. Since there was no such abuse within this bargaining unit (indeed there are high sick leave accumulations in this unit), the Union claims that the earlier language should be restored for reasons stated by Arbitrator Imes in her 1981 Award as well as because there is no similar provision to be found among the comparables.

The Employer argues that the Union's position should not prevail because the record in this proceeding discloses an incident of sick leave abuse by a unit member. Also, a preventative rule is required, according to the County, because of the difficulty in detecting the extent of abuse and county wide uniformity is "helpful" for this type of policy.

As for the County's proposal that "normal retirement" as used in Section 12.04 (relating to liquidation of accumulated sick leave upon retirement) be defined in accordance with County Resolution 5-2-81,¹ the Union believes that this proposal conflicts with the underlying policy embodied in the State retirement law applicable to protective services which makes covered protective service employees eligible for retirement benefits upon retirement at age 50 in contrast to a later age for other public employees.

The Employer justifies its proposal for defining "normal retirement" for the purposes of Section 12.04 by pointing out the need for a definition and the reasonableness plus flexibility of its proposal, tied as it is to age and service. As for the comparables, the County notes that many provisions are carelessly worded so that they too need definition or redefinition and that some agreements lack any payout provisions altogether.

3. Funeral Leave

The Union supports its proposal to add grandparents and grandchildren to the list of relatives whose death is covered by contractual funeral leave by two arguments. It is "fair and humane" and the comparables support the Union's position of including these relatives.

The Employer's primary objection to the Union's proposal is that it "starts at the top" with three days funeral leave available. The County notes that external comparables that do have this benefit generally limit such relatives' funeral leave to one day or two days and that there are no examples of County employees receiving a benefit of such leave.

4. Health Insurance

Both at the hearing and its brief, the Union devoted a considerable amount of time to this issue, relating in detail background events which have led not only to its proposal herein on health insurance but have also led to a pending prohibited practice charge before the WERC. The express intent of the Union's health insurance proposal is to maintain the status quo as it existed at the expiration of the parties' 1981 agreement, i.e. coverage under a WPS-

1. County Resolution 5-2-81 defines "normal retirement" as a voluntary termination after an employee has attained the age of 62 and having completed 10 years of continuous employment for Green County, or an employee of any age who has completed 20 years of continuous employment for the County.

HMP plan. The heart of the parties' dispute on this issue, therefore, does not concern the percentage of employer contribution for health insurance, a somewhat typical issue at impasse. Rather, it concerns coverage for the remainder of 1984 and whether the status quo at the expiration of the 1982-84 agreement will be specified as WPS-HMP coverage as the Union seeks, or Blue Cross coverage as it was effective April 1, 1982 as the Employer prefers.²

Briefly summarized, in 1982 the Union failed to agree to a County proposal to change its existing coverage from HMP to Blue Cross. The Employer chose to implement its proposal for all bargaining units, including this bargaining unit, even though the Union did not agree to such a change. Subsequently, when renewal rates for 1984 were offered, Blue Cross family rates increased sharply while WPS met that move by offering a plan similar to the Blue Cross plan (WPS Basic/Standard) for less money. WPS offered its higher priced HMP coverage (previously terminated by the Employer) at the same rates as Blue Cross coverage. The Employer then offered the HMP plan to its various bargaining units if each would agree to and sign a statement that the HMP plan would not thereby become a term of employment for collective bargaining purposes. Later correspondence indicated that unless all three unions representing County employees agreed and signed the County's proposed document, then "the County will not go to HMP" for 1984. After some exchanges between counsel for the County and the Union, the County implemented HMP for all Green County employees (represented and nonrepresented) except for this bargaining unit which is presently covered by less comprehensive insurance, WPS Basic/Standard.

The Union points to substantial benefit differences among the three plans involved, WPS-HMP, WPS Basic/Standard and Blue Cross. It rejects the argument that the Union may be said to have agreed to the County's selection of Blue Cross at any time or way including the contents of its March 4, 1983 final offer. Since all other County employees except this bargaining unit are covered by HMP, the Union further supports its present position on health insurance because it will permit bargaining unit members to receive prospectively the same coverage already enjoyed by all other County employees. As for the interim period from April 1, 1982 (when the County unilaterally changed to Blue Cross) until such time as this collective bargaining agreement is put into effect, the Union's proposal provides that the WERC decision and remedy in the pending prohibited practice case will govern and determine the parties' rights.

The Union completely rejects the County's proposal which refers to Blue Cross coverage and self insures as to contraceptives for additional reasons. Under self insurance, employees must file claims with the County Clerk. The Union believes that this self insurance procedure is an invasion of employee privacy. The Union also questions whether the level of benefits between Blue Cross and WPS are the same. The Union concludes that HMP coverage is superior while premiums are the same as for lesser Blue Cross coverage. Since the County's offer also obligates it to pay part of an employee's major medical deductible and self insure contraception, the Union argues that the County's offer is not a good use of taxpayer money to secure employee health insurance.

As for comparables, the Union notes that all comparable counties and the cities of Monroe and Brodhead pay 100% of health insurance premiums (family and single) for comparable employees and, in addition, a number provide life insurance benefits in contrast to Green County which has no other insurance benefits.

The Employer justifies its 1982 switch to Blue Cross by noting the significant savings to both the County and covered employees by that change. It further contends that the Union agreed to this change by its March 4, 1983 final offer which proposed the County's health insurance plan. The County further objects to the Union's proposal because it is not definite and certain in that it depends upon the outcome of a case in litigation. The County also

2. The County's offer also includes County payment of the first \$200 of major medical expense incurred by an insured employee during each deductible year and, if the carrier's insurance program does not cover, self insurance for contraceptives.

believes that the Union's present final offer "reneges" on its March 4, 1983 offer.

The County basically objects to HMP coverage being a term of employment at the end of 1984 because it fears "being stuck" financially with that unique type coverage which can be provided only by one carrier and which provides first dollar coverage. Since in the past HMP coverage produced some exceedingly high annual premium increases, the County believes that if it is legally required to reinstate HMP, rapid premium escalation will be repeated due to the lack of competition and intensive use. For the County, it is important that all internal comparables either by agreement with the unions or by County action for nonrepresented employees have coverage along the same lines as the County's final offer. As to external comparables, the County concludes that deductibles, coinsurance, premium sharing and a search for carrier competition, including self-insurance, are the clearcut norm.

5. Health Insurance - Retirees

The Union also proposes that bargaining unit members, at the employee's option upon retirement, be permitted to participate (at their own expense) in group health insurance provided under the collective bargaining agreement until they qualify for Medicare. As a matter of County policy, the County currently permits such participation. The Union asserts that assurance of continuation by means of a stated contractual benefit is important to unit members. At the present time, the only contractual provisions that relate to this issue are the maintenance of standards clause and Section 12.04 which permits employees to convert 50% of their accumulated sick leave to pay for group health insurance premiums after retirement. Since participation in post-retirement group health insurance is thus assured those with accumulated sick leave, the benefit should also be available to all employees, particularly those with little or no sick leave accumulations who may be in most need of such a benefit.

The County apparently does not object to the substance of the Union's proposal but believes it is defective since there is no appropriate qualifying language such as "if the carrier permits." There is already such a qualification in Section 12.04 relating to conversion of sick leave to health insurance.

6. Shift Differentials

The Union's rationale for increasing existing shift differentials is that these differentials have not been adjusted since the parties began collective bargaining and thus the differentials are due for an adjustment. The Union also notes that the existing differentials are "nominal" and that shift differentials are justifiable generally because of substantial inconvenience and disruption.

The County contends that, by its very nature, police work requires working all night from time to time and that is to be expected by employees in units such as this one. Moreover, the shift differential changes sought by the Union represent a substantial increase, slightly over 1% overall. Since none of the internal comparables received an increase in shift differentials and external comparables either have no differentials or differentials that are comparable to existing County differentials, the County opposes this part of the Union's final offer.

7. Wages (1982, 1983, and 1984)

The Union characterizes its three year offer for 1982-84 as 8%, 8% and 6% respectively. The Union does not believe that the Employer should be permitted to factor into these wage increases the cost to the County of merging the male "Dispatch/Jailer" classification with the female "Clerical/Dispatcher/Jailer" classification into a new "Jailer/Clerical" classification. The Union believes that equalizing pay in this situation is a County obligation apart from collective bargaining. The Union's main argument supporting its wage offer is that these increases will bring this bargaining unit into line with wage increases already granted to Green County employees. The Union relies upon these figures on internal comparables:

Non-represented: 1982 - 8%
1983 - 8%
1984 - 2.6% to 4.6%

Highway Department: 1982 - 7.3%
1983 - 6.8%
1984 - 3.2%

Pleasant View Home: 1982 - 8%
1983 - 8%
1984 - 3.9%

Based on these numbers, the Union points out that the County's offer of 8%, 5% and 3% is substantially less than that given or agreed to for other County employees for 1983 and 1984.

As for external comparables, the Union looks primarily to the cities of Monroe and Brodhead and concludes that the County's pay and other benefits are the lowest. It believes this to be inequitable because unit employees handle all County prisoners (the County operates the only jail in the County) and the County has a larger tax base.

While the Union's primary emphasis is on the cities of Monroe and Brodhead, it also discusses the counties found to be comparable by Arbitrator Imes in her 1981 award (Iowa, Lafayette, Sauk and Columbia) and also Grant County (the largest but lowest paying county of the group). Since the arbitrator recognized in 1981 the need for "catch-up" (although she ultimately selected the County's final offer), the Union believes that need is even greater in this proceeding. Thus the Union concludes that external comparables support its wage offer.

The County notes that based upon population, same labor market and economic similarities, Iowa and Lafayette Counties are closer to Green than either Columbia or Sauk Counties. It argues that if these latter and larger counties are to be considered, then Grant County should also be included. In relation to Iowa, Lafayette and Grant Counties there is no need for "catch up" since Green County is competitive.

The County next argues that the appropriate way to characterize the parties' 1982 offers is 10.6% because this properly takes into account the merging of two former job classifications into one new one plus the elimination of the dispatcher function from job duties because of the civilianization of the function. Since no greater productivity is involved, indeed there are less job responsibilities, for all those serving as Clerical/Jailer, the County contends that the increase for the formerly all female Clerical/Dispatch/Jailer classification is a collective bargaining cost. It notes that "a properly bargained rate would be somewhere between the two former rates" and comments that it is going along with a higher rate "only because of the difficulty of reducing any person's rate, particularly under interest arbitration."

As for internal comparables, the County contends that settlements were possible because the unions involved agreed to the County's cost savings in health insurance and to other County administrative provisions, and there were few other changes plus earlier or reasonable wage settlements. More specifically, the County notes that the lower paid employees of the Nursing Home unit received 8%, 8% and a 1984 increase ranging from 3.55% to 3.9%. Employees of the Highway Department agreed to 7.5%, 7% and 3.2%. The Social Services award varied from employee to employee "but was probably less than 8% and 8% in the aggregate." Unrepresented employees received 1982 increases ranging from 2.8% to 9.6%, 8% in 1983 and 1984 increases ranging from 3% to 3.5%. Therefore, increases for the unrepresented in the aggregate, as well as for represented employees are comparable to the County's offer herein.

DISCUSSION

Although the parties vigorously dispute who is to blame, they agree that there has been no effective collective bargaining between the Union and the County since 1981. This state of affairs has led to this lengthy impasse and to the presence of numerous issues at impasse. Unresolved issues range from wage increases for 1983 and 1984 and health insurance issues to editorial, non-substantive language relating to an existing provision on "breaks".

In this arbitrator's judgment, most of the unresolved issues present a situation where neither party's final offer is to be preferred, certainly not strongly preferred, because there has been little or no bargaining. These include the Union's proposal to add grandparents and grandchildren to the list of covered relationships included in the existing funeral leave provision. The County appears not to object to the idea of making some paid funeral leave available for these additional classifications of relatives but objects to three days of paid funeral leave, at least for the first contract when these relatives are to be included, particularly when external comparables have more limited days available. Similarly, the Union proposes to put an existing County practice into the collective bargaining agreement permitting retired bargaining unit members to participate in the unit's group health insurance program for the period from retirement to when they qualify for Medicare. The County notes that the Union has failed to add an obvious restriction such as "if the carrier permits." As for the probationary period upon transfer, the status quo of 180 days appears to be unduly long, particularly in view of the pay "freeze" during the probationary period but the Union's proposed 30 days seems unduly short. A fourth issue at impasse which falls into this situation is the County's proposal to define "normal retirement" for purposes of converting unused sick leave into a "pay out". A definition seems desirable and yet the County's proposal for a uniform policy for all employees does not take into account at all the fact that retirement arrangements for protective services employees differs from that of other municipal employees, as noted by the Union. As for the sick leave procedure controversy, the existing provisions which the County wishes to retain are in the agreement solely because of an arbitration Award in 1981 in which the Employer's final offer was selected despite the fact that as to the sick leave provisions (which were then also in dispute), the arbitrator preferred the union's offer of retaining the then status quo. The arbitrator found that the Employer had failed to justify a need to change to more restrictive procedures for this unit (although it might have been appropriate for special problems arising in the nursing home unit). While the Union's position continues to be mildly preferable to the County's, the County's uniformity argument is nonfrivolous and has not caused any demonstrable hardships as an existing contractual term. Finally, as for the Union's proposed editorial changes in the language relating to "breaks," the County has stated that it has no substantive objections although it should be noted that the Union has not established a special need for the clarifying language. Thus, the undersigned concludes that the final offers noted above relating to 1) funeral leave, 2) permitting retirees to participate in the unit's health insurance program, 3) probationary period upon transfer, 4) defining normal retirement for unused sick leave payments, 5) sick leave procedures, and 6) "break" language are such that neither party's final positions are evidently more reasonable than the others. They certainly are not of a magnitude as to be determinative in this proceeding.

The heart of the parties' impasse, therefore, relates to three main issues: shift differentials, wages for 1983 and 1984 (the parties' offers for 1982 are in substantial conformity), and health insurance coverage. For the arbitrator, these three issues should be reduced to two because the shift differential increases proposed by the Union beginning in 1984 amount to approximately 1% of wages (although not applicable to all unit members). It appears appropriate to consider the Union's 1984 wage increase offer as a 7% offer, taking into account shift premium increases.

In looking at the parties' wage offers, the arbitrator must first

/Jailer and the Dispatch/Jailer is now performed by a new classification, Clerical/Jailer. According to the County, the appropriate wage rate for this revised and simplified job should be somewhere between the former rate for female Clerical/Dispatch/Jailer and the former rate for male Dispatch/Jailer but that is not the position taken by the County in this proceeding. The County has chosen not to dispute the wage level for Clerical/Jailer. The economic consequences of the County's decision to go along with the classification of Clerical/Jailer at the same level as the former position of Dispatch/Jailer as well as its decision to comply voluntarily with its equal pay obligations should not be permitted to inflate the value of the 1982 wage offers.

The conclusion to be drawn from the above is that the final offers of both parties for 1982 should be calculated as an 8% increase and not a 10.6% increase as argued by the County. Since the parties' 1982 wage positions are approximately equal, attention must be directed to their 1983 and 1984 wage offers which do differ substantially. For 1983, the County's offer is 5% and the Union's offer is 8%. For 1984, the County's offer is 3% and the Union's offer is 7% (when the shift differential increases of approximately 1% are added to the Union's wage demand of 6%). As might be expected, the parties support their respective offers for 1983 and 1984 by pointing to internal and external comparables although they differ as to what constitute the most appropriate external comparables. The County argues that the nearby counties of Iowa and Lafayette are most comparable while the Union's primary comparables are the cities of Monroe and Brodhead. Although the parties have provided the arbitrator with many hundreds of sheets of exhibits, they have not provided her with sufficient information relating to the comparables, particularly job descriptions and total compensation figures, for her to make firm findings as to what counties and/or cities constitute the most relevant comparables in this proceeding. Both parties appear to have supported their respective positions for 1983 and 1984 with some credible comparability data. The main difference concerns whether the Union is entitled to a "catch up" and, if so, how much of a "catch up" is justified. On these two critical questions, the undersigned cannot make a reasonable determination because of the absence of critical comparability information. Accordingly, she must turn to internal comparability data.

Both parties agree that heavy weight should be given to internal comparables. Using internal comparability, the County's 1983 offer of 6% appears too low and the Union's 1984 offer of 7% (including shift differential increases) appears too high. These conclusions are not directly contradicted by the external comparability data submitted, particularly the wage increases granted in the cities of Monroe and Brodhead and the relative position of Green County to the higher paying counties of Sauk and Columbia and the usually lower paying counties of Iowa and Lafayette (and Grant). Because both the County's wage offer and the Union's wage offer each contain a serious flaw, the wage offers herein are not determinative. The undersigned must look closely at the parties' positions on health insurance coverage the final issue in dispute in order to determine the outcome of this proceeding.

Unlike other arbitral disputes, the one herein is not a dispute over what percentage of insurance premium costs the Employer should pay. The Union proposes that the bargaining unit be covered for the remainder of 1984 by the same health insurance program in effect at the expiration of the prior collective bargaining agreement, WPS-HMP. The Union's position on this matter not only has implications for 1984, it also establishes WPS-HMP coverage as the status quo from which the parties will be bargaining the provisions of a successor agreement to the one currently being arbitrated. In contrast, the County's offer sets the coverage level as that in effect as of April 1, 1982 (when the County changed this unit's health insurance coverage to Blue Cross). The County's offer also includes County payment of the first \$200 of major medical expenses incurred by an insured during each deductible year. At the present time, this unit is covered by WPS's Basic/Standard Plan (which is equivalent to Blue Cross except that the County is self insured as to contractives, a feature of Blue Cross coverage but not WPS Basic/Standard).

The health insurance coverage dispute is a very heated one and one of long standing. The Union believes it is entitled to WPS-HMP because, unlike other units which agreed to the County's 1982 change to Blue Cross and non-represented employees, this Union has never agreed to such a change by the

County.³ The Union also objects to the County's more recent 1984 change back to WPS-HMP for all other County employees except for members of this unit. The County offered to provide WPS-HMP coverage for this unit only if the Union would agree that WPS-HMP would not be considered a term of employment for subsequent negotiations of a successor agreement. Because this unit refused to agree to the County's proposed waiver, present coverage for the unit is WPS Basic/Standard and self insurance for contraception. The Union believes that these recent actions by the County discriminate against this unit and are punitive, particularly since WPS/HMP coverage is available in 1984 at the same rates as Blue Cross.

Since 1981, the County's position on health insurance coverage has emphasized the rapidly escalating costs of WPS-HMP coverage when it was "locked" into a collective bargaining agreement, had no competitors and provided first dollar coverage (with no incentives for controlling usage). In fact, it was a WPS-HMP rate increase from \$111.79 per month for family coverage in 1981 to \$162.09 per month for family coverage in 1982 which motivated the County's shift to Blue Cross in 1982 when the comparable Blue Cross rate in 1982 was \$113.56. Subsequently, Blue Cross in turn became uncompetitive in 1984 when WPS offered to provide the same coverage (except contraception) for \$186.85 per month in contrast to \$205.26 for Blue Cross. WPS also offered to provide HMP coverage during 1984 at the same rate quoted by Blue Cross for its lesser coverage. The County insists that it has merely tried since 1981 to keep health insurance carriers competitive and to establish co-insurance, where appropriate, in order to implement an effective cost containment policy. From the County's point of view, it has acted rationally in 1984 in providing lesser WPS (Basic/Standard) coverage for this unit even though all other County employees receive WPS-HMP because to do otherwise would adversely affect the County's bargaining position for 1985 health insurance coverage.

The County's concern with rapidly escalating health insurance premium costs is certainly understandable. Further, its actions appear to provide proof of the financial benefits of competition among health insurance carriers and, to a lesser degree, the problems of first dollar coverage. Alternatives exist, however, to the County's course of conduct between 1982 and 1984. After 1981, under collective bargaining, the County was not locked into paying 90% of the costs of family coverage premiums no matter how high the costs rose. Other employers faced with the same situation have been able to either bargain lower wage increases and a continuation of paying a set percentage of premiums (whether it be 100% or 90% or any other percentage) or bargain a cap on the employer's health insurance contribution, leaving the covered employees with the obligation to pick up a greater share of the escalating costs. Unions and the unit members they represent have a real stake in discussing realistically these alternatives at the collective bargaining table and having a voice in the choice ultimately made between wages and health insurance. Even when a voluntary settlement does not result, an increasing number of impasse arbitration awards emphasize the total costs of final offers to employers, including additional insurance costs. Thus, the Employer's stated concerns can be addressed under either final offer.

The burden is upon the County in this proceeding to demonstrate why the status quo contained in the now expired collective bargaining agreement of WPS-HMP should be changed. The undersigned does not agree with the County that it is significant that at an earlier stage, the Union's final offer incorporated the County's present offer. At the present time, all other County employees, but for members of this unit, receive WPS-HMP coverage. The

future Employer cost concerns are able to be addressed during the collective bargaining process (and the arbitration process, if an impasse develops), the undersigned concludes that the union's health insurance coverage offer is more reasonable than that of the Employer.

AWARD

Based upon the record herein including documentary evidence and arguments of the parties, the statutory factors enumerated in Section 111.77 of the Wisconsin statutes, and for the reasons discussed above, the arbitrator selects the final offer of the Union and directs that it be incorporated along with other already agreed upon items in a collective bargaining agreement for the period January 1, 1981 through December 31, 1984.

Madison, Wisconsin
August 7, 1984

June Miller Weisberger
Arbitrator

ANNEX 'A'

Sick Leave

Replace Current Article XII with following:

- 12.01 Each full-time employee shall earn and accumulate (when not used) one (1) sick leave day with pay at their regular rate of pay for each month of employment until a total of seventy-two (72) days are accumulated.
- 12.02 After each full-time employee has accumulated his or her seventy-two (72) days sick leave and used all or any portion of it, it shall be built back up at the rate of one (1) day sick leave a month until the maximum accumulation is again reached.
- 12.03 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.
- 12.04 After three (3) consecutive days off due to an illness, upon return to work, the employee must present a certificate from a physician.
- 12.05 The County shall not provide prorated benefits for sick leave in regard to benefits for part-time employees.
- 12.06 (a) 50% of the employee's accumulated sick leave at the time of an employee's termination due to retirement at age 55 or later, death or permanent disability shall be paid to the employee or his/her heirs.
- (b) Such 50% of the employee's accumulated sick leave may be converted and applied to pay for group health insurance hereunder, at the retired or permanently disabled employees' option. An employee shall be permanently disabled within the meaning of this provision if (s)he cannot continue in his/her employment with the sheriffs' department due to disability.

Wages

January 1, 1982 - December 31, 1982

	Starting	After 90 Days	After 6 mos.	After 1 yr.	After 2 yrs.	After 3 yrs.	After 4 yrs.	After 5 yrs.
Roadman	6.24	6.37	6.56	6.75	6.94	7.14	7.32	6.53
Jailer/ Clerical	6.07	6.19	6.39	6.58	6.78	6.97	7.16	8.01
Sergeant	7.64						7.83	8.01

Part-time roadman shall be paid \$6.24 per hour.
Investigators shall receive an annual salary of \$17,280.
The Chief Investigator shall receive \$540 additional per year.

ANNEX 'A' (CONTINUED)

January 1, 1983 - December 31, 1983

	<u>Starting</u>	<u>After 90 Days</u>	<u>After 6 mos.</u>	<u>After 1 yr.</u>	<u>After 2 yrs.</u>	<u>After 3 yrs.</u>	<u>After 4 yrs.</u>	<u>After 5 yrs.</u>
Roadman	6.74	6.88	7.08	7.29	7.50	7.71	7.91	8.13
Jailer/ Clerical	6.56	6.69	6.90	7.11	7.32	7.53	7.73	7.94
Sergeant	8.25						8.46	8.65

Part-time roadman shall be paid \$6.74 per hours.
 Investigators shall receive an annual salary of \$18,662.
 The Chief Investigator shall receive \$583 additional per year.

January 1, 1984 - December 31, 1984

	<u>Starting</u>	<u>After 90 Days</u>	<u>After 6 mos.</u>	<u>After 1 yr.</u>	<u>After 2 yrs.</u>	<u>After 3 yrs.</u>	<u>After 4 yrs.</u>	<u>After 5 yrs.</u>
Roadman	7.14	7.29	7.50	7.73	7.95	8.17	8.38	8.62
Jailer/ Clerical	6.95	7.09	7.31	7.54	7.76	7.98	8.19	8.42
Sergeant	8.75						8.97	9.17

Part-time roadman shall be paid \$7.14 per hour.
 Investigators shall receive an annual salary of \$19,782.
 The Chief Investigator shall receive \$618 additional per year.

ANNEX 'B'

January 1, 1982 through December 31, 1982

	Starting	After 90 days	After 6 mos.	After 1 yr.	After 2 yrs.	After 3 yrs.	After 4 yrs.	After 5 yrs.
Roadman	\$6.24	\$6.37	\$6.56	\$6.75	\$6.94	\$7.14	\$7.32	\$7.53
Clerical/ Jailer	6.07	6.19	6.39	6.58	6.78	6.97	7.16	7.35
Sergeant	7.64						7.83	8.01

Part-time roadman shall be \$6.24/hour.
Investigators shall receive an annual
salary of \$17,280.

The Chief Investigator shall receive
\$500 additional per year.

January 1, 1983 through December 31, 1983

	Starting	After 90 days	After 6 mos.	After 1 yr.	After 2 yrs.	After 3 yrs.	After 4 yrs.	After 5 yrs.
Roadman	\$6.55	\$6.69	\$6.89	\$7.09	\$7.29	\$7.50	\$7.69	\$7.91
Clerical/ Jailer	6.37	6.50	6.71	6.91	7.12	7.32	7.52	7.72
Sergeant	8.02						8.22	8.41

Part-time roadman shall be \$6.55/hour.
Investigators shall receive an annual
salary of \$18,144

The Chief Investigator shall receive
\$500 additional per year.

January 1, 1984 through December 31, 1984

	Starting	After 90 days	After 6 mos.	After 1 yr.	After 2 yrs.	After 3 yrs.	After 4 yrs.	After 5 yrs.
Roadman	\$6.75	\$6.89	\$7.10	\$7.30	\$7.51	\$7.73	\$7.92	\$8.15
Clerical/ Jailer	6.56	6.70	6.91	7.12	7.33	7.54	7.75	7.95
Sergeant	8.26						8.47	8.66

Part-time roadman shall be \$6.75/hour.
Investigators shall receive an annual
salary of \$18,688.

The Chief Investigator shall receive
\$500 additional per year.