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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

MAR 31 1986

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the
Arbitration Between

TEAMSTERS UNION LOCAL NO. 695

and

ADAMS COUNTY (SHERIFF'S DEPARTMENT)

Case 41
No. 34640 MIA-989
Decision No. 22868-A

Sharon K. Imes
Arbitrator

APPEARANCES:

Goldberg, Previant, Uelmen, Gratz, Miller & Brueggeman, S.C., by Marianne Goldstein Robbins, appearing on behalf of Teamsters Union Local No. 695.

Hollman & Pollex, Attorneys at Law, by Charles A. Pollex, appearing on behalf of Adams County and the Sheriff's Department.

ARBITRATION HEARING BACKGROUND:

On September 19, 1985, 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 Teamsters Union Local No. 695, hereinafter referred to as the Union, and Adams County and its Sheriff's Department, hereinafter referred to as the County or 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 November 18, 1985 in Friendship, Wisconsin. At that time the parties were present and given full opportunity to submit evidence and to make relevant argument. The proceedings were not transcribed. Post hearing briefs and a reply brief from the County were filed with the arbitrator.

THE ISSUES:

The remaining issues at impasse between the parties are wages and contract duration. The final offers of the parties are attached as Appendix "A" and "B".

STATUTORY CRITERIA:

Under the Municipal Employment Relations Act, it is required that the arbitrator choose the entire final offer of one of the parties on any unresolved issues after having given consideration to the criteria identified in Section 111.77(6) Wis. Stats.

POSITIONS OF THE PARTIES:

Both parties have proposed a set of comparables which include counties contiguous to Adams County and the City of Adams. The County maintains comparisons should be made only among those contiguous counties which are similar geographically and economically as well as similar in size. It contends only Waushara, Marquette and Juneau counties meet these criteria. The Union, on the other hand, urges a larger sampling of counties arguing the Employer has only selected counties with the smallest populations as comparables and in one case, Waushara County, the employees are even unrepresented. In addition to external comparisons, the Union proposes internal comparisons also be made.

As to their respective positions, the Union argues that when external and internal comparisons are made, it is apparent the non-supervisory law enforcement employees in Adams County are underpaid compared to employees in comparable positions and to other employees within the County and there is need for catch-up. It contends that when a broad base of comparison is used, or

even when those counties proposed by the Employer are used as comparables, the need for catch-up is apparent. Comparing itself to the City of Adams, the Union states not only are the City police officers paid more than the County's final offer in 1985, but they receive the same insurance plan as the County employees. Further, the Union rejects the County's reliance on differences in sick leave and overtime benefits as support for its position, stating that instead of accumulated sick leave, the City officers are paid for time lost because of illness and that while overtime benefits may exist for County employees there is no showing that any large amount of overtime will be available to County officers in the upcoming year.

Comparing itself to Marquette County, the Union posits Adams County officers would receive less pay than traffic officers in Marquette County even under the Union's offer. It challenges the County's effort to mitigate this difference by relying upon a comparison of insurance costs declaring "it is inappropriate to utilize the cost of insurance where additional cost does not necessarily reflect a difference in benefits." It continues that if insurance comparisons are to be made, the comparisons must be adjusted not only for the amount deductible under the Marquette County policy, but for the fact that Marquette County employees also receive an additional uniform allowance and an additional holiday.

Addressing the County's comparison with Juneau County, the Union declares that while the comparison shows the County's offer continues to leave Adams County employees under-compensated, the extent of the disparity is understated. The Union posits that since Juneau County pays its dispatchers and jailers at the same rate of compensation as its traffic officers, while Adams County compensates its dispatchers and jailers at a rate far less than the Juneau County rates and its traffic officers at a slightly lesser rate the difference is far greater than is immediately apparent. It continues that in addition to compensating its employees at a higher rate than Adams County does, Juneau County provides longevity pay, one and a half more holidays and a larger uniform allowance.

In the final external comparison, the Union states it is inappropriate for the County to compare the unrepresented employees in Waushara County with the represented employees in Adams County. It continues, however, that this comparison also shows that they, too, compensate their employees at a higher rate than Adams County employees would receive under the County's offer.

The Union also contends it is just as apparent that catch-up is needed when internal comparisons are made. It states that in 1984 its employees agreed to a 1.4% increase in wages because the County indicated it had financial difficulties meeting the increase in health insurance costs, but continues that in the same year, the County, apparently recognizing the need for catch-up in its law enforcement unit, granted a 12.1% and a 12.9% increase respectively to the Sheriff and Undersheriff. It contends now that it is time for the County to also recognize the need for catch-up for the remaining law enforcement employees and to grant a catch-up increase similar to that given the supervisory employees.

Continuing with internal comparisons, the Union cites the compensation given highway department employees within the County as further support for its position stating that these employees receive over \$1,000 more than the top law enforcement officer. The Union admits the two units' employees are not identical, but argues that "almost universally, traffic officers are compensated above the rate of highway employees," since a "traffic officer's job requires more training and more exposure to hazard." It continues there is little difference between both units' employee benefits and justifies the traffic officers transportation benefit and the paid meal period by stating they are the result of the need to maintain continuity in coverage during shifts. As to the uniform allowance, the Union argues it is needed because officers are required to buy and wear uniforms, a requirement not made of highway department employees who are given coveralls when they are required.

In conclusion, the Union posits that when "the parties recognize the need for catch-up (as it contends the County has), the question is which offer more reasonably addresses this need." It asserts its offer at 12% is more reasonable than the County's since it "brings Adams County back in line with the comparables." It rejects the cost-of-living argument advanced by the County declaring the comparables are a better measurement of the "inflation insulation" within an area and stating further, that the "inflation rate is not probative since there is a recognized need for catch-up."

In regard to the duration issue, the Union cites the last two collective bargaining agreements as one year agreements and concludes, then, that a one year duration proposal is more in keeping with the parties' recent practice. It adds that one year is also more appropriate since the 1986 wage rate increases among the comparables is unknown.

The County, stating the wage issue seems to be the more important issue to both parties, primarily compares the final offers to wage rates paid in Waushara, Marquette and Juneau counties. In comparison to Marquette County, the Employer argues that while the annual wages in Marquette County may be higher than those paid under its offer, the total package compensation in both counties is comparable. Recognizing Marquette County offers a longevity plan, the County contends this benefit is offset by the "far superior" health insurance plan in Adams County. The Employer continues that its percentage offer is also better since its offer represents a 6.3% increase while Marquette County's two year package represents a 4% increase from 1984 to the current 1985-86 level.

The Employer posits a comparison of the total compensation packages of Juneau County and its final offer again demonstrates comparable compensation. It asserts this comparison further supports its offer since Juneau County has scheduled a 4% increase for its employees in 1986, the same percentage increase Adams county is offering its employees.

In Waushara County, the Employer states that while Waushara employees are offered an annual longevity payment, the differences in the health insurance benefit between the two counties offsets the longevity benefit. As to compensation, it concludes the annual wages in both counties are almost equal.

Finally, comparing itself to the City of Adams Police Department, the County concludes that while the officers are compensated at a higher rate in the City, this compensation is offset by other benefits. It cites, specifically, the fact that the City offers no sick leave or premium for overtime, both benefits offered by the County.

Considering the internal comparisons, the County states there are two other organized bargaining units within the county, the highway department and the courthouse employees, and posits internal comparisons are difficult to make since working conditions for each group of employees are totally different. Reviewing the wages paid the highway department employees, however, the County, concurs that highway department employees are paid slightly higher wages than the law enforcement employees as the result of a cost of living adjustment clause which exists for the highway department employees. It asserts, however, its offer "narrow(s) the difference between the wages paid the two groups". It continues that other factors such as working conditions, home to work site transportation for the officers; the lack of uniform allowance for most highway workers and no time off during the eight hour work shift for the highway department employees, makes a direct comparison between the two units "almost impossible." Finally, it states the gap in wages between these two units has been historical, therefore its offer is reasonable.

Reviewing the wages of the courthouse employees, the County declares that again the working conditions are totally different which makes comparisons difficult. It adds, however, that it should be noted these employees will receive the same 1986 percentage increase it is offering the Sheriff's Department employees, 4%.

When it considered private sector increases in the area, the Employer stated it was unable to secure "detailed hourly rate information" but did note it received information from some private employers regarding percentage increases. It did note, however, that the increases ranged from 3.75% to 8%

Finally, relative to comparisons, the Employer asserts its offer is more reasonable when it is compared to the change in the Consumer Price Index. It states the CPI, as of mid-October, 1985, had increased 3.2% over the previous year and argues, then, its offer which represents an increase of approximately 6.3% is much more reasonable than the Union's at 12%.

In regard to duration, the County argues there are several reasons why a two year contract should be supported. Among its reasons are that the other two organized units within the County have two year agreements covering 1985-86; two of the comparable counties, Juneau and Marquette counties, have two year agreements; its offer of a 4% increase in wages in 1986 is in keeping

with the 1986 increases granted in all of the two year agreements, and, finally, the delay in reaching agreement in 1985 would cause negotiations for 1986 to extend substantially into 1986.

DISCUSSION:

As previously noted, the parties, in addition to being in dispute over the final offers, are not in agreement on which counties should be considered when addressing comparability. Both agree the City of Adams is a comparable but look to other factors when attempting to establish comparability among the counties. After reviewing the arguments and the data provided regarding the proposed comparables, it is concluded Juneau, Marquette and Waushara Counties should be the primary comparables. These counties were selected because they more nearly meet the criteria which determines comparability previously established through arbitration decisions and court cases. Not only are the counties contiguous to Adams County, but they are similar in population and in socio-economic factors. Although Juneau and Waushara Counties are slightly larger in population than Adams County and Marquette County has a slightly smaller population than Adams County, their populations are not substantially different than that which exists within Adams County. Further, when the median household income and per capita income is considered, these four counties are substantially similar. Finally, because they are in the same geographic location, it is much more likely that they rely upon the same types of industries; use the same types of services; shop in similar types of facilities, and compete in the same labor market. The same cannot be concluded for many of the other counties proposed as comparables.

In concluding Waushara County is a comparable, the Union's argument regarding the fact that its law enforcement unit is not organized was considered. While it is desirable to compare employees in similar situations, it did not appear that non-organization has seriously affected these employees ability to attain wages comparable to those who have organized within the area, thus, it was included among the comparables for determining the reasonableness of the final offers in Adams County.

Comparison to a statewide average comprised of counties of similar population was rejected for a number of reasons. In addition to the statewide average not reflecting the impact of geographic location and specific socio-economic factors pertinent to each geographic location, acceptance of the arbitration process as the method of resolving disputes currently hinges upon the ability to analyze offers pertinent to a given locale rather than to mandate increases based upon some larger entity such as regional bargaining or state directives. Consequently, until the parties decide to bargain regionally or until the legislature chooses to expand the basis of comparability, every effort should be made to utilize only those comparables which most nearly reflect the factors which affect bargaining and settlement within a given community.

In addition to the external comparisons, internal comparisons were made as they related to wage increases, benefits and duration. This comparison was made specifically to determine whether or not the Employer's final offer was reasonable compared to the offers made other employees within its employ and to the settlement which has been reached with at least one bargaining unit within the County.

On the merits of the final offers, the Union advanced a strong argument for the need for "catch-up", citing a 1.4% increase in wages compared to a 12% plus increase in wages for both the sheriff and undersheriff in 1984; the lag in pay and benefits for its employees compared to that given employees in the counties established as comparables in this decision, and the lag in pay for its employees compared to the pay received by highway workers within the County. When these arguments were applied to the data, however, the need for "catch up" was not as strongly justified as it appears at first glance. Consequently, in the final analysis, it is concluded the Employer's offer is more reasonable.

Admittedly, if an employee receives only a 1.4% increase in wages during a given year, while other employees, including supervisory employees receive substantially higher increases, cause for "catch-up", based upon internal comparisons, would be justified. In reviewing the data, however, only the increase in wages for the sheriff and undersheriff supported this position. There was no indication that the other bargaining units received anywhere near a 12% increase in wages in 1984 nor was there an indication that supervisors,

in general, received the same type of increase the law enforcement supervisors received. It is understandable that morale would be low and that the Union would subsequently seek a wage increase similar to that given its supervisors when the supervisors received a 12% plus increase in wages after it agreed to a 1.4% increase in wages based upon the Employer's representation that health insurance costs have made it difficult for it to increase wages to any greater extent. However, it is not unusual for administrators to receive greater wage increases than those they supervise, nor can a Union expect to hold an Employer to wage increases similar to those it elects to give its supervisors unless there is a showing that these increases extend across the board to all supervisors and to other employees within the County. Certainly the increases in wages given the law enforcement supervisors could have been handled more diplomatically, but there is no requirement that "catch-up" must occur because they received substantial increases in wages.

The Union also argued that based on comparisons with the counties the Employer considered comparable, there was still a need for "catch-up" since its officers receive substantially less than those in the comparable counties. A review of the data indicates that in 1984, this was, in fact, the case with the most serious discrepancy existing in pay for jailors and dispatchers. As to the need for "catch-up", however, there is no indication, that Adams County's rank among the comparables was any different in the past; that the relationship deteriorated last year, or that there continues to be a deterioration in pay for Adams County employees relative to the comparables this year. Under either final offer for 1985, there is substantial improvement in the pay relationship between Adams County and its comparables.

Without justification of need for "catch-up", it is concluded the Employer's offer is more reasonable relative to wage rate increases. Under the Employer's offer, the gap between the average and the wages paid Adams County jailors and dispatchers is narrowed by approximately 2% and the gap between the average and the wages paid road officers is narrowed by almost 4%. This occurs primarily because the Employer offers a substantially larger dollar increase per position than was offered in the other counties. The Union's offer, on the other hand, not only narrows the gap, by approximately 7%, between the average and the wages paid jailors and dispatchers, but it improves the road officers compensation to the point that it not only exceeds the average by over 4% but results in the officers moving from the lowest paid position among the four counties in 1984 to the second highest paid position among those counties in 1985. This type of offer cannot be construed merely as "catch-up." Thus, it is concluded the Employer's offer is more reasonable.

<u>County</u>	<u>1984</u>			<u>1985</u>		
	<u>Jailor</u>	<u>Dispatch</u>	<u>Officer</u>	<u>Jailor</u>	<u>Dispatch</u>	<u>Officer</u>
Juneau	17,320	17,320	17,320	18,013	18,013	18,013
Marquette	18,247	16,840	18,247	18,977	17,513	18,977
Waushara	14,880	15,516	17,604	15,564	16,200	18,288
Average	16,816	16,559	17,724	17,518	17,242	18,093
Adams County	15,096	15,096	16,956			
Difference	-1,720	-1,463	- 768			

in the other counties receive greater benefits in some areas than those received by law enforcement employees in Adams County. Among these benefits are longevity, extra holidays in two of the counties, a slightly higher uniform allowance and either more days of vacation or four weeks of vacation earlier during their employ with the counties. Offsetting these benefits, however, is the fact that Adams County officers receive a shift premium pay and 100% County contribution toward the health insurance premium for the family policy while the other counties do not. (It is noted Marquette County is an exception with regard to the health insurance premium contribution.) Since dollar values were not attached to these benefits, however, it is difficult to determine whether or not the benefits are comparable or whether or not the benefits received in Adams County compensate for lesser salary. Without this information, it cannot be concluded that one final offer is more reasonable than the other based on total compensation.

In regard to comparison with the City of Adams, it is concluded that officers in the City are paid more than officers in Adams County and that their benefits are nearly identical. It cannot be concluded that "catch-up" is needed, however, because it cannot be determined whether or not the relationship between compensation in the City and the County has deteriorated in any way or that it continues to deteriorate.

Finally, a comparison of the wage increases paid other employees within Adams County does not justify a "catch-up". While the Union is correct in that the highway workers are compensated at a greater rate of pay than are the law enforcement officers and that typically law enforcement officers are paid more than highway workers, this fact, in itself, is not sufficient to justify "catch-up". The highway workers, at some time in the past, were successful in negotiating a cost of living adjustment clause in their collective bargaining agreement and it is this COLA clause, not individually negotiated yearly increases which has caused the disparity in pay between the highway workers and the law enforcement officers. When a bargaining unit has been able to negotiate a clause such as this, an arbitrator should not hold the Employer liable for similar "catch-up" increases in contracts where a similar provision has not been bargained.

A comparison of the wage increases provided the courthouse unit with the wage increases offered the law enforcement officers supports the Employer's offer. While no information was provided regarding the percentage increase received by the courthouse employees in 1985, this unit has settled at 4% for 1986, the exact same percentage increase the Employer is offering the law enforcement employees in 1986. Thus, at least the 1986 comparison is similar and gives support to the Employer's position.

Relative to the cost of living as a measurement of the reasonableness of the final offers, it was undisputed that both Juneau County and Marquette County settled at 4% in 1985 and that the settlement in Waushara County was approximately 4.3%. Thus, in comparison, a wage offer at 6.3%, as calculated by the Employer, or 6.7%, as calculated by the Union, is more than reasonable when the need for "catch-up" cannot be justified.

Since it has been determined that the wage offer of the Employer is more reasonable regarding the wage increase and since both parties concur that wages was the more important issue in this matter, it is concluded the duration issue is decided by the reasonableness of the final offers relative to the wage offer. That is not to suggest that the duration issue was not considered. While the law enforcement employees have had one year agreements in the near past, also affecting this decision is the fact that the 1986 year has already begun and the parties have not yet resolved their differences in 1985. A year of stability granted by a two year agreement will give both parties time to evaluate their positions and to determine their priorities in bargaining in 1987. Further, the fact that the Employer has offered a 4% wage increase in 1986 weighs in the Employer's favor. A 4% increase in wages is reasonable compared to the cost of living increase which has occurred in the past year and is consistent with the 1986 increase upon which the courthouse employees agreed.

Based upon a review of the arguments and the evidence presented and upon the relevancy of the evidence to the statutory criteria as set forth in the discussion above, the undersigned issues the following

AWARD

The final offer of the County, attached as Appendix "B", together with the stipulations reached by the parties, shall be incorporated into the collective bargaining agreement previously agreed upon by the parties, as required by statute.

Dated this 26th day of March, 1986, at La Crosse, Wisconsin.

A handwritten signature in cursive script, reading "Sharon K. Imes", written over a horizontal line.

Sharon K. Imes
Arbitrator

SKI:ms

Appendix A

UNION'S FINAL OFFER

ADAM'S COUNTY SHERIFF DEPARTMENT

Article VI Wages

Increase all classifications and steps by \$160.00 per month effective January 1, 1985.

Article XX Terminations

Change dates to reflect a one year agreement from January 1, 1985 through December 31, 1985.

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Appendix B

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FINAL OFFER

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

COUNTY OF ADAMS

NEGOTIATIONS BETWEEN ADAMS COUNTY AND LOCAL TEAMSTERS

#695 FOR THE 1985-86 LABOR AGREEMENT

1. Article VI - Wages - Section 1: (Section 1.) The County proposes that the salary schedule set forth in Section 1 of Article 6 to be amended to show an Eighty-five (\$85.00) Dollar per month increase for all positions for calendar year 1985, retroactive to January 1st and a four percent (4%) across the board increase for all classifications for calendar year 1986.

2. The County proposes that all contract references to date be modified to reflect a two year agreement during the term January 1, 1985 through December 31, 1986.