

OCT 19 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Arbitration

of

SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT

and

SHEBOYGAN COUNTY LAW ENFORCEMENT EMPLOYEES

LOCAL 2481 WCCME, AFSCME, AFL-CIO

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WERC Case No. 38092

MIA-1173

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ARBITRATION AWARD

Decision No. 24522-A

INTRODUCTION

The Sheboygan County Law Enforcement Employees, Local 2481, AFSCME, AFL-CIO, hereinafter called the Union, petitioned the WERC on January 6, 1987 to initiate final and binding arbitration pursuant to Section 111.77(3) of the MERA because of its dispute with Sheboygan County (Sheriff's Department), hereinafter called the Employer, about wages, hours and conditions of employment for 1977 and 1978. On May 28, 1987 the WERC found that an impasse existed and, after the parties had selected an arbitrator from the panel supplied to them by the WERC, appointed the undersigned as arbitrator in an order dated June 29, 1987.

The arbitration hearing was conducted in Sheboygan, Wisconsin on August 12, 1987. Appearing for the Union was Helen Isferding, Staff Representative; appearing for the Employer was Peter J. Witt, Personnel Director. No procedural irregularities were raised at the hearing and exhibits were presented and explained. Post-hearing briefs were exchanged through the arbitrator on September 29, 1987.

FINAL OFFERS

WAGES: The Employer proposed a zero wage increase in 1987 and a 3% increase in 1988. The Union proposed a 3 and 1/2% increase in 1987 and a 3 and 1/2% increase in 1988.

SHIFT DIFFERENTIAL: (Article X, Section III) The Employer proposed the elimination of the payment of shift differential on Holiday Pay, Vacation Pay and Sick Leave Pay while the Union proposed no change in the shift differential clause.

Work Week: (Article X, Section IV) The Employer proposed that the Monday through Friday workweek of Detectives be changed to an eight week cycle that would include weekend work as a normal part of the work week. The Union proposed the maintenance of the existing workweek.

DISCUSSION

Both the Union and the Employer stated in their briefs that the major issue was the wage increase for 1987 and 1988. The arbitrator will therefore focus his attention on this issue.

After studying the exhibits and briefs of the Employer and the Union, the arbitrator concluded that in so far as "comparability" is concerned, the Union offer is preferable to the Employer offer. The arbitrator chose the deputy classification as the key job to use in analyzing comparative rates because it is far and away the most heavily populated classification in the bargaining unit. The parties were in agreement on the basic comparables, namely the nine

other counties in the area (Brown, Calumet, Dodge, Fond du Lac, Manitowoc, Outagamie, Ozaukee, Washington and Winnebago).

Other comparables were discussed by the parties including the City of Sheboygan and other municipalities but the wages in those instances do not persuade the arbitrator to change the conclusion he reached when considering only the county comparables. From Employer Exhibit 22 and Union Exhibit 43, the arbitrator constructed a ranking of the Sheboygan deputy classification in 1986 and 1987. In 1986, Sheboygan ranked 4th of 10 counties. In 1987, under the Employer offer, it would rank eighth of nine counties while under the Union offer it would rank 4th of nine counties.¹ The Union offer therefore maintains the relative position of Sheboygan deputies while the Employer offer does not.

Union Exhibit 47, showing the wage increases granted to deputies and other employees in the eight comparable counties for which 1987 wage data are included in the exhibits. The percent increases received by deputies in these eight counties are 4%, 2.4%, 3%, 6%, 7%, 3 or 3.5%, 3% and 3.4%. Clearly the Union offer of a 3 and 1/2% increase is more in line with those increases than is the Employer offer of a 0% increase.

¹ Neither the Employer nor the Union exhibit enabled the arbitrator to ascertain the proper ranking without doing some interpolation. The Union exhibit 43 does not take into account the length of time it takes to reach the wage level it cites and, in effect, the Union compares a wage reached in 18 months with wages reached in anywhere from 30 months to five years. The Employer exhibit 22 shows the time periods but does not contain data for 1986 for many of the counties nor does it show the wage schedules of the other counties as does the Union.

The arbitrator therefore picked the time period nearest to the 18 month period used in Sheboygan (Calumet - 12 months, Manitowoc and Outagamie - 24 months, Washington - an average of the 12 and 24 month rates). Also, the arbitrator recognized that the 1987 Ozaukee rate would depend on the outcome of the arbitration in that county but notes that the ranking is not disturbed regardless of which offer is chosen because the 1987 rate will be either \$11.19 or \$11.24 and both figures fall between the Employer and Union 1987 Sheboygan offers.

The arbitrator turns next to the other arguments presented by the Employer in support of its claim that a zero increase in 1987 is preferable to the Union offer. The Employer points out (Ex. 20) that three other County units have settled for a zero increase. The arbitrator does not believe, however, that these three health care units are regarded as traditional pattern setters for the protective services. Furthermore, as the Union points out in its brief, special circumstances exist that, in effect, forced those groups to accept a zero increase in order to resist the privatization of some of the facilities in which those employees work.

The Employer also argues that County Exhibit 12 shows that the total compensation of the Sheboygan Law Enforcement Employees is "within the current norms for Law Enforcement Personnel in or outside of Sheboygan County." The arbitrator reviewed that exhibit which contains the total compensation of employees involved in this arbitration but is unable to reach a conclusion about the adequacy of this level of compensation compared to the level paid in comparable counties because no total compensation figures are supplied for the other counties. The arbitrator therefore rejects this argument.

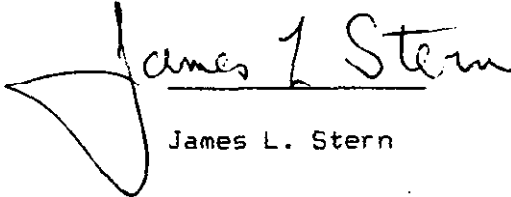
Since the parties agreed that the major difference was the wage increase there is no need for the arbitrator to examine the merits of the additional Employer proposals other than to note that neither of them would add to the compensation of employees. Basically, they are what are commonly referred to as takeaways. Whether they are appropriate or not need not be determined by the arbitrator because they are marginal items and it is clear that there is a substantial difference between the parties on the major issue of the size of the wage increase and that this facet of the dispute is controlling.

The arbitrator next reviewed the exhibits and briefs within the context of the other criteria in the statute. The arbitrator concluded that there was insufficient evidence about the labor market or the ability of the employer to pay the wage increase sought by the Union to warrant selection of the Employer's offer on the basis of other criteria in the statute and that the Union's position is preferable when measured against the comparability criterion. For these reasons, the arbitrator will therefore select the final offer of the Union.

AWARD

After full consideration of the exhibits and arguments of the Employer and the Union, and the criteria specified in the Statute, the arbitrator selects the final offer of the Union and orders that it be placed into effect.

10/16/87
October 16, 1987


James L. Stern
Arbitrator