

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 662

For Final and Binding Arbitration
Involving Law Enforcement
Personnel in the Employ of

Case 55
No. 43303
MIA-1479
Decision No. 26517-A

CLARK COUNTY (SHERIFF'S DEPARTMENT)

APPEARANCES:

Kathryn J. Prens, Esq. on behalf of the County
Christel Jorgensen on behalf of the Union

On July 5, 1990 the Wisconsin Employment Relations Commission appointed the undersigned Arbitrator pursuant to Section 111.77(4)(b) of the Municipal Employment Relations Act in the dispute existing between the above named parties. A hearing in the matter was conducted on October 9, 1990 in Neilsville, WI. Briefs were exchanged by the parties by November 21, 1990. Based upon a review of the foregoing record, and utilizing the criteria set forth in Section 111.77(6) Wis. Stats., the undersigned renders the following arbitration award.

ISSUES

The only issues in dispute are wage rates for 1990 and 1991. The parties' final offers on these issues are as follows:

County Offer:

Increase all wage rates as follows:

January 1, 1990	\$32.00 per month
July 1, 1990	\$32.00 per month
January 1, 1991	\$34.00 per month
July 1, 1991	\$34.00 per month

Union Offer:

Increase all July 1, 1989 rates as follows

January 1, 1990	\$32.00 per month
October 1, 1990	\$54.00 per month
January 1, 1991	\$34.00 per month
October 1, 1991	\$64.00 per month

The parties agree upon six comparables--Jackson, Lincoln, Monroe, Pierce, Polk and Taylor counties. The Union proposes that two additional counties be considered Chippewa and Wood Counties.

County Position:

Chippewa and Wood counties should not be considered comparables, even though they are geographically proximate, since geographic proximity is not enough to establish comparability (Citations omitted) Chippewa and Wood counties have a large city within their boundaries, which substantially change their economic makeup when compared to Clark County, which does not have a large urban community within its borders. These two counties are much larger in terms of their population than the other comparable counties. their full value of all taxable general property is much greater, and there is a significant difference in their median income

The difference in the parties' costing of their final offers is based upon the following considerations. The County calculated the base salary for employees hired before January 1, 1989. The County included in its costing salary increments employees will receive based upon length of service. The County separately calculated the costing for employees who started with the County after January 1, 1989. All of these employees started as Radio Operator/Jailers--some have since been promoted to the Patrol Deputy position. These employees have been separately costed to emphasize the substantial increase they are receiving due to the newly established wage rates that the parties have agreed to for the Radio Operator/Jailer start and six month positions.

The Union's costing fails to include the costs of moving employees on the salary schedule based upon length of service. Thus, the Union's costing does not reflect automatic progression and changes in position which occurred in 1990 (up to September), or the actual increase the Radio Operator/Jailer will receive under either party's offer.

Clearly, the costing of step increments has been an issue between the parties in the past, and the County has consistently taken the position as have

numerous arbitrators (citations omitted) that money is money and that step increments are appropriately considered as new wages.

Based upon the foregoing, the County calculates the value of its 1990 wage offer to be 6.66%, and the value of the Union's 1990 wage offer to be 6.52%. For 1991, the County calculates the value of its wage offer to be 5.26%, while the value of the Union's wage offer is 6.56%. These figures do not take into account the costs for the nine employees hired after January 1, 1989. The County calculates the value of 1990 wage increases for these employees to be 10.18% under the County's offer, and 9.98% under the Union's

In 1990, the cost of the County's offer is higher than the cost of the Union's offer. This is so since the Union's two step offer includes a higher step increase, but not until October, 1990. Although employees would make less in 1990 under the Union's offer, they would make substantially more in 1991 and thereafter. The Union has structured its 1991 offer in the same manner, with a substantial increase occurring with only three months left under the 1990-1991 agreement.

Comparisons with comparable counties supports the reasonableness of the County's offer. Clark County has always ranked in the middle of its comparables. The average maximum wage for all comparable counties, except Lincoln, for Patrol Deputy in 1990 was \$1,894.67 per month. The County's offer is only \$71.33 less than that amount as of January 1, 1990, and only \$39.67 less as of July 1, 1990. The County's offer is also higher than the average maximum wage for the Detective position in 1990.

Relatedly, the County's law enforcement employees' wage rates compare more favorably with comparable counties than some of the County's other employees.

In terms of the percentage value of comparable settlements, the County's offer of a two percent split for both years provides an increase that ranks the County in the middle of the comparables.

The lift received over the two year period would be 8% for Taylor and Lincoln and 6.75% for Polk. The County's offer provides an 8% lift also. In contrast, the Union's offer amounts to a lift of 11.16%, which is clearly less comparable than the County's offer.

The County's offer is also more reasonable when it is compared to the increases provided to other County employees. In fact, the County's final offer matches--in percentage terms-- the wage increases agreed to voluntarily by the Courthouse non professionals, social services,

professionals, and highway department employees. In contrast, the Union's final offer is significantly more than has been agreed to by other County employees. No justification for this unique increase has been provided by the Union.

In response to the Union's contention that there are inequities between the Highway and Sheriff Department employee salaries, highway department employees have historically had higher wage rates since highway departments typically became unionized prior to other county units.

The County has also agreed to a substantial adjustment for the Radio Operator/Jailer position, which will affect about 30% of the bargaining unit. This agreement will result in at least a 6.5% increase for affected employees between 1989-90

In addition, when compared to the cost of living, the County's offer is clearly more reasonable than the Union's since it well exceeds the relevant CPI

The interests and welfare of the public also do not support the higher wage demand of the Union. In this regard it is noteworthy that among its comparables Clark County has the highest percentage of families below poverty level, the lowest per capita income, and the highest county-purpose property tax rates. Its equalized property values also decreased in 1988 more than any of its comparables. This data demonstrates that the County's economic situation has worsened over the past decade, thereby providing constraints on the tax base which must ultimately support the increases in County employees' salaries.

In response to the Union's post hearing brief, the arbitrator should not consider the new evidence presented by the Union in said brief

UNION POSITION:

The Union's proposed comparables have been utilized in previous arbitration decisions, and are all geographically proximate to the County.

The Employer costing of step increases is unrealistic since it assumes that all employees remain in the employ of Sheriff's Department for the duration of the contract, clearly an unfounded assumption. In fact, the turnover in the Department is quite high.

It is also inappropriate to cost step increases which have historically not been costed in determining the value of new agreements. Instead, this costing device is being used to artificially inflate the cost of the proposed

wage increases.

The overall value of the Union's 1990 wage proposal is 35 cents per hour per employee, or a 3.8% increase. The value of the Employer's 1990 wage proposal is 37 cents per hour per employee, or 4%. In 1991, the value of both parties' offers is 29 cents per hour per employee, or a 3% increase.

The record indicates that neither party's final offer is out of line with relevant cost of living increases.

Most importantly, the record indicates that the County Sheriff's Department employees do not earn comparable wages to the wages earned by employees performing similar duties in comparable counties. Also, pay and benefit inequities exist between employee groups working for the County. Such inequities clearly support the need for a catch up.

To accomplish this catch up the Union proposes a reasonable incremental approach over a two year period.

It seems clear that the real issue in dispute is not the cost of this package, but instead, it is the the impact this settlement will have in the future. This should not be a decisive factor in this proceeding. Future packages will be negotiated between the parties, and it is at that time that such impact should become a legitimate consideration.

DISCUSSION.

On the issue of what the comparables in this proceeding should be in view of the fact that a 1990 pattern of settlements has emerged among the six comparables utilized by both parties, that no settlement pattern exists yet for 1991, even utilizing the Union's proposed comparables, and that significant differences exist between the six agreed upon counties and Chippewa and Wood Counties, in terms of both their size and economic base, the undersigned is persuaded that the six agreed upon comparable counties are the most appropriate set of comparables to utilize in this proceeding, though perhaps under other circumstances, reference to the other two counties for comparability purposes might also be made.

What becomes evident from a review of this record is that both parties' offers, in terms of their economic value and cost--however calculated-- over the two year period in question, are not significantly different, but that the lift generated by the proposed increases is significantly distinguishable. It also would appear that the lift generated by the County's offer is substantially closer to the 1990 pattern of comparable settlements than that

generated by the Union's offer. The determinative issue that must therefore be addressed is whether the record indicates that there is any manifest need, based upon comparability, for the County to lift the wage rates of its law enforcement employees to the extent requested by the Union. In that regard, with one ascertainable exception, the record does not indicate the need for such a catch up agreement.

For the detective classification, both parties' proposals exceed the 1990 comparable average. For the patrol/deputy classification, though comparable wage rates are more difficult to ascertain since all comparable counties do not utilize the same job classifications and titles, no manifest need for catch up has been demonstrated at the maximum wage rate since both parties' offers will result in 1990 wages which exceed the maximum rates which exist for comparable employees in two comparable counties. Similarly, the minimum rates for this classification proposed by both parties approximate or exceed the minimum rates for similar classifications in two comparable counties. Lastly, in this regard, the maximum 1990 rates proposed by both parties for the radio operator/jailer classification exceed the maximum rates for said classification in two comparable counties, however, the 1990 minimum rates for this classification, under both parties' offers, would appear to be significantly below the minimum wages paid to employees in this classification in comparable counties, thereby justifying, at least at this point in the County's wage and salary system, a need for some catch up.

Overall, however, the record indicates that the County's law enforcement employees receive wages which, though often below the wages paid by at least some of the County's comparables, are also above the wages received by employees performing similar duties in other comparable counties. In effect, though the Union would understandably like to improve this situation, no strong need for catch up is evident, particularly where, as here, the range of wages paid to employees performing similar duties by comparable counties is quite considerable.

As indicated above, the result of the foregoing analysis indicates that there is no persuasive evidence supporting a finding that the County's law enforcement employees overall are paid significantly differently than similar employees in comparable counties, and absent such evidence, no justification exists for implementing the Union's offer, which would lift wages more than any other settlements that have occurred to date in comparable counties.

In effect, the outcome of this dispute depends on whether a need for catch up exists, and on that question, the record evidence pertaining to comparable law enforcement employees does not support a finding that there is such a

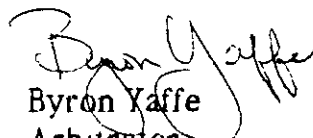
need. Though the Union argues that pay inequities among County employees support such a need as well, the undersigned can find no objective basis for ascertaining what the relationship should be between the wages of law enforcement and other County employees. Simply put, the most reliable, objective evidence of comparability must be based upon comparisons of pay received by employees performing similar duties in comparable employment relationships, and such evidence does not support the Union's assertion that catch up is necessary.

Based upon the foregoing considerations it is the undersigned's opinion that the County's offer is the more comparable, and also the more reasonable of the two at issue herein. Accordingly, the undersigned hereby renders the following:

ARBITRATION AWARD

The County's offer shall be incorporated into the parties' 1990-1991 collective bargaining agreement.

Dated this 20th day of December, 1990 at Madison, Wisconsin


Byron Yaffe
Arbitrator