

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Petition of  
TEAMSTERS UNION LOCAL NO. 695  
For Final and Binding Arbitration  
Involving Law Enforcement Personnel  
In the Employ of  
SAUK COUNTY (SHERIFF'S DEPARTMENT)  
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Case 93  
No. 43503  
MIA-1504  
Decision No. 26793-A

Appearances:

Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, S. C., Attorneys at Law, by Ms. Marianne Goldstein Robbins, appearing on behalf of the Union.  
Mr. Eugene R. Dumas, Corporation Counsel, Sauk County, appearing on behalf of the County.

ARBITRATION AWARD:

On May 31, 1991, the Wisconsin Employment Relations Commission appointed the undersigned Arbitrator, pursuant to Section 111.77 (4) (b) of the Municipal Employment Relations Act, to issue a final and binding Award to resolve an impasse arising in collective bargaining between Teamsters Union Local No. 695, referred to herein as the Union, and Sauk County (Sheriff's Department), referred to herein as the County or the Employer, with respect to the issues specified below. The proceedings were conducted pursuant to the provisions of Wis. Stats. 111.77 (4) (b), which limits the authority of the Arbitrator to the selection of the final offer of one party without modification. The proceedings were conducted at Baraboo, Wisconsin, on June 13, 1991, at which time the parties were present and given full opportunity to present oral and written evidence and to make relevant argument. The proceedings were not transcribed, however, briefs and reply briefs were filed in the matter. Final briefs were exchanged by the Arbitrator on August 21, 1991.

## THE ISSUES:

The issues in dispute between the parties are:

1. General wage increase;
2. The additional increase for the newly titled Telecommunicator position;
3. Amount of additional pay and the method for selection of Acting Shift Commander;
4. Floater vacation selection.

The specifics of the final offers of the parties will be set forth in each relevant section of this Award below.

## DISCUSSION:

Wis. Stats. III.77 (6) set forth the factors to which the Arbitrator shall give weight in determining which party's final offer shall be adopted. The factors are:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and financial ability of the unit of government to meet these costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wage, hours and conditions of employment of other employees performing similar services and with other employees generally:
  1. In public employment in comparable communities.
  2. In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or private employment.

The Arbitrator will consider the record evidence and the parties' arguments in light of the foregoing statutory criteria.

## THE WAGE DISPUTE

The Union proposes that the general wage increase of 5% across the board be made effective January 1, 1990, and 5% across the board on January 1, 1991. Additionally, the Union proposes that the Telecommunicator's position receive an additional 35¢ per hour effective January 1, 1990, and January 1, 1991, before the percentage increases are applied.

The Employer proposes that a general wage increase of 4% be made effective January 1, 1990, and 5% effective January 1, 1991. Additionally, the Employer proposes that the newly created Telecommunicator position be increased by 32¢ per hour effective January 1, 1990, and 32¢ per hour effective January 1, 1991, prior to the application of the across the board increases.

The amount which separates the parties on the wage issue is 1% general wage increase effective January 1, 1990, and 3¢ per hour for the Telecommunicator position effective January 1, 1990, and 3¢ per hour January 1, 1991. The undersigned will look to the evidence to establish which party's offer is supported by the evidence adduced at hearing as required by the statutory criteria.

The wage dispute, which involves 1% in the first year of a two year Agreement, calculates to 6.77% (including rollups) for the Union offer and 5.77% (including rollups) for the County offer. (County Exhibit Nos. 4 and 5) County Exhibit Nos. 4 and 5 reveal that the total difference between the parties' offer for the two years of the Agreement totals \$18,103.77. County Exhibit No. 4 establishes that the average hourly rate under the County offer increases from \$9.94 to \$10.39 in 1990 and \$10.96 in 1991. County Exhibit No. 5 establishes that the hourly rate increases from \$9.94 in 1989 to \$10.50 in 1990 and \$11.09 in 1991 under the Union offer.

Addendum A of Joint Exhibit No. 1, the predecessor Collective Bargaining Agreement, sets forth the rates of pay in effect under the terms of that Agreement. The 1989 rates of pay for Patrolman, after 18 months, was \$10.56 per hour. Under

the Union proposal the Patrolman rate in 1990 will become \$11.09 per hour compared to \$10.98 per hour under the County proposal. In 1991, under the Union proposal the top Patrolman rate will become \$11.64 per hour compared to \$11.53 per hour under the County proposal. The undersigned will compare these rates of pay for 1990 and 1991 to the rates being paid in Columbia County, the County which the parties agree is the most comparable and the one upon which the parties have relied in bargaining over the years. The undersigned will also compare the top Patrolman rate with top police wages paid in the larger municipalities of Sauk County.

Turning first to a comparison of Patrolman wages under the proposals of the parties in Sauk County with Patrolman wages being paid in Columbia County, we find that in 1990 the Patrolman in Columbia County, after three years of service, is paid \$10.88 per hour and effective July 1, 1991, is paid \$11.54 per hour. Thus, Patrolman wages for Sauk County under the Employer proposal is 10¢ per hour higher than Patrolman wages paid in Columbia County in 1990, and is 1¢ per hour lower than the Patrolman wages paid in Columbia County in the second half of 1991. The Union proposal would generate 21¢ per hour more for Patrolman in 1990 than the wages paid in Columbia County and 10¢ per hour more in the second half of 1991. The foregoing comparison of wage rate to wage rate for Patrolman favors the County proposal.

The wage rates for Detective in Sauk County pursuant to the County proposal calculates to \$11.37 per hour for 1990 and \$11.94 for 1991. Under the Union proposal the Detective wage is \$11.48 per hour for 1990 and \$12.05 for 1991 at the top rate. In Columbia County the Detective classification rate is \$11.31 per hour for 1990 and \$11.99 per hour effective July 1, 1991. When comparing the Detective top rates between Sauk and Columbia County, we find that for 1990 the Employer offer is 6¢ per hour higher than the Columbia County Detective top rate and the Union offer is 11¢ per hour higher. For the second half of 1991, the County offer in Sauk County is 5¢ per hour lower than the Detective rate in Columbia County, and the Union

offer is 6¢ per hour higher. The same conclusions are reached with respect to the Detective classification when comparing wage rates between Columbia and Sauk Counties as were reached when making those same comparisons for Patrolman wages. While the Detective rate for the second half of 1991 for the County offer would be 5¢ per hour lower, the wages paid would be higher because the wage rate in Columbia County is a split increase, where Columbia Detectives are paid \$11.87 per hour for the first six months of the year and \$11.99 per hour in the second six months of the year. From all of the foregoing, the undersigned concludes that the County offer is favored when comparing Detectives wages paid in Sauk County to those paid in Columbia County.

In comparing the position of Matron, we find that the County offer generates \$8.74 per hour for 1990 and \$9.18 per hour for 1991 at the top Matron rate. The Union proposal generates \$8.82 per hour in 1990 and \$9.26 per hour in 1991. Columbia County wages for Matron effective January 1, 1990, are \$8.96 per hour and for the second half of 1991 are \$9.50 per hour. The foregoing comparisons for the Matron position establish a preference for the Union offer because both the County and the Union offers are lower at the top wage rates paid to Matrons than those paid in Columbia County. The Union wage rate, however, is closer to Columbia County rates for Matrons, and, consequently, a preference for the Union proposal is established when comparing Matron rates.

Union Exhibit No. 2 also provides Columbia County rates for non-sworn positions in the employ of the Sheriff's Department in that County. The exhibit provides wage rates for the years 1990 and 1991 for the position of Receptionist, Secretary, Jailer/Dispatcher/Matron and Typist. The undersigned has analyzed the data contained within page 2 of Union Exhibit No. 2 and compared it to the wage rates proposed by the parties to this dispute. The wage appendix in the Sauk County Agreement provides for a position of Clerk/Receptionist, Administrative Assistant, Dispatcher, Deputy Sheriff-Security, Clerk/Matron and Communication Assistant. The undersigned finds that there is insufficient evidence to establish the commonality

of the non-sworn positions in Columbia County with the remaining job classifications found in Appendix A of Sauk County except for the Receptionist position. Consequently, the undersigned will limit a comparison of wage rates paid between Sauk County and Columbia County for non-sworn positions to the position of Clerk/Receptionist. The Clerk/Receptionist position in Sauk County has the same wage rate as the wage rate for Matron as set forth above. In Columbia County, the Receptionist is paid a top rate of \$8.70 per hour effective January 1, 1990, and \$9.14 per hour effective January 1, 1991. Thus, the wage rate proposed by the Employer for Receptionist is 4¢ per hour higher for 1990 and 4¢ per hour higher for 1991 than the wages paid in Columbia County. The Union proposal generates 12¢ per hour more for Receptionist in Sauk County than that paid in Columbia County for 1990 and 12¢ per hour more in 1991. The foregoing data establishes that the proposal of the County is preferred for the Receptionist position.

Union Exhibit No. 4 establishes the wage rates for top Patrolman-City Police Departments located in Sauk County. The undersigned will make comparisons of the wage rates paid under the proposals of the parties for 1991 to the wage rates paid in the municipalities identified in Union Exhibit NO. 4. The Union Exhibit identifies the following communities: Reedsburg, Wisconsin Dells, Lake Delton, Baraboo, Portage and Sauk Prairie. The top patrol rate for 1991 (year end) for the foregoing communities is as follows: Reedsburg, \$12.00 per hour; Wisconsin Dells, \$11.58 per hour; Lake Delton, \$12.00 per hour; Portage, \$12.17 per hour; Sauk Prairie, \$12.76 per hour. Baraboo rates are not available for 1991, however, Baraboo for 1990 paid a rate of \$11.43 for the top Patrolman. As stated previously, the County offer generates a top Patrolman wage rate of \$11.53 per hour for 1991 and the Union offer of \$11.64 per hour. Thus, among the area City Police Departments, top wage rates for Patrolman exceed the rates proposed by the parties here, except for Wisconsin Dells, which at year end is 6¢ per hour less than the Union proposal, but is 5¢ per hour more than the Employer

proposal. There is no data to make a Baraboo comparison for 1991, however, Baraboo in 1990 paid its top Patrolman \$11.43 per hour which is higher than either the Union or the County offer in Sauk County for 1990 (\$10.98 and \$11.09 per hour). The foregoing data satisfies the undersigned that when comparing wage rates generated by the final offers of the parties with wage rates paid in Sauk County municipalities, the Union offer is preferred.

We turn now to internal comparisons. The internal comparisons are in the nature of comparisons of patterns of settlement rather than comparisons of wage rates to wage rates. The County adduced evidence with respect to percentage and cents per hour wage increases for other units with which it bargains, as well as percentage increases for nonrepresented employees. The Union adduced evidence with respect to wage increases for 1990 and 1991 for Sergeants, Lieutenants and Captains employed in the Sheriff's Department.

We first consider County Exhibit No. 8, which reveals settlement percentages among other units. The exhibit establishes that the Highway Department employees received a cents per hour increase split between January 1 and July 1 of both years 1990 and 1991. The Highway settlement cost the Employer 4% each year, and the lift on wages is 5%. County Exhibit No. 8 further establishes that employees of the Health Care Center negotiated a 3.9% increase effective January 1, 1990 and a 4.25% increase effective January 1, 1991. Courthouse employees negotiated a 4% increase January 1, 1990. Nurses represented by United Professionals negotiated a 4% increase as of January 1, 1990, and January 1, 1991, and additionally, negotiated equity increases of .6% for Nurses in 1990 and .35% equity increase for AODA Counselors in 1991. County Exhibit No. 8 further establishes that *nonrepresented employees received 4% increase effective January 1, 1990, and January 1, 1991.* From the foregoing, it is established that the lift negotiated in the Highway Department for 1990 and 1991 is precisely the amount of lift proposed by the Union in this dispute. The cost, however, is 4% each

year because of the timing of the split increases, and the 4% cost each year more nearly equates to the Employer offer. The evidence with respect to the remaining negotiated increases for Health Care Center, Courthouse and Nurses more nearly conform to the Employer proposal than that of the Union. When considering nonrepresented employees, the 4% reflected in County Exhibit No. 8 for each of the two years more nearly conforms to the Employer proposal as well. The 4% increase each year, however, is somewhat misleading, because the Employer has instituted a new salary administration program for nonrepresented salary employees. The evidence establishes that in addition to the 4% increase in the rate ranges, individual employee increases are considered by a committee established by the Employer which exceed that amount. The Sergeants, Lieutenants and Captains of the Sheriff's Department fall within the category of nonrepresented employees whose salary scheme conforms to the foregoing plan for all nonrepresented employees. The Arbitrator will consider in more detail how the salary plan for nonrepresented employees works for nonrepresented employees of the Sheriff's Department in a later paragraph of this Award.

The undersigned finds the patterns of settlement set forth in County Exhibit No. 8 to be inconclusive, because the settlement within the Highway Department supports the Employer offer when considering cost, and the Union offer when considering lift. Furthermore, the record evidence contained within County Exhibit No. 8 sets forth the patterns of settlement for prior years. It is noted that in prior years there really is no internal pattern of settlement applicable to all employees of the Employer, either represented or nonrepresented. For example, in 1986 nonrepresented employees received a 3.2% increase; Highway Department employees a 3% increase; Health Center employees a 2.8% increase; Sheriff's Department employees a 3.2% increase; Courthouse employees a 3.3% increase; and United Professionals a 3% increase. The same variations existed in 1987 where the settlements ranged from a low of 2.7% to a high of 3%; in 1988 where the settlements ranged from a



low of 2.8% to a high of 3.7%; and in 1989 where the settlements ranged from a low of 2.9% to a high of 5%. Thus, the internal patterns of settlement have not been consistent in prior years, and, consequently, the undersigned places little reliance on this comparison.

We turn to a comparison of increases which were made effective for the non-represented employees of Sauk County Sheriff's Department compared to the proposals of the parties here. Union Exhibit No. 3 establishes that six Sergeants received a 7.03% increase in 1990 and an 8.01% increase in 1991. Two Lieutenants received a 6.99% increase in 1990 and an 8.02% increase in 1991. The Captain received a 6.99% increase in 1990 and a 7.97% increase in 1991. Testimony and exhibits establish that the basic increase for these positions was 4% as referred to in a preceding paragraph of this Award. The testimony and exhibits further establish that in addition to the 4%, employees are eligible for increases beyond that amount to bring them into the appropriate levels of their range based on their work performance. (Testimony of Carol Bassett and posthearing submissions of the County dated June 19, 1991) The undersigned is satisfied from the testimony of Bassett that the plan is designed so that the 4% adjustment to the salary ranges should equate to the general increases proposed by the Employer in its final offer. The evidence persuades the undersigned, however, that the increases for the nonrepresented employees in the Sheriff's Department were not implemented in the manner in which the plan design anticipated. On cross examination, Bassett testifies that all of the Sergeants received the same increase, with the exception assigned to dispatch. Bassett testifies the same with respect to the increase for the Lieutenants. Furthermore, the rates of pay for all Sergeants and Lieutenants remained the same, with the exception of the Dispatch Sergeant, pursuant to Bassett's testimony. Captain Prantner testifies that it was he who made the recommendations to the committee for raises for Sergeants, Lieutenants and himself. Prantner testifies that the recommendations were not automatic, and that recommendations were designed to bring the wage rates

within the ranges for the respective positions. Finally, he testifies that when making his recommendations he did not consider performance but did consider seniority. The 1990 increases for Sergeants, Lieutenants and Captains approximated 7%, and the increases for 1991 approximated 8%. Furthermore, the increases were uniformly applied and there was no consideration given to work performance or merit when the increases were implemented. From the foregoing, the undersigned concludes that the 7% increase in 1990 and the 8% increase in 1991 were of the nature of general increases which can be compared to the final offers of the parties in this dispute. It follows from all of the foregoing, that when considering the increases for non-represented employees in the Sheriff's Department in the positions of Sergeants, Lieutenants and Captains the Union offer is preferred.

The undersigned has considered the evidence with respect to cost of living increases compared to the percentage increases proposed by the parties. The undersigned is satisfied that both offers, when considering total package increases, adequately protect the employees in this unit from increases in cost of living. Because the Employer offer, in considering package percentage increases which include health insurance premiums, meets the increases of cost of living, the Employer meets the requirement of that statutory criteria.

The undersigned has concluded that the comparisons of wage rate to wage rate of sworn personnel in Columbia County to the sworn personnel in Sauk County favors the adoption of the Employer offer. That conclusion is tempered, however, when considering the testimony of Joseph Ashworth, Business Agent for the Union, who testifies that he negotiated the Contract for Columbia County sworn personnel in 1990. Ashworth testifies that the 1990 settlement included a change to a 6-3 work schedule which provided an additional 13 days off per year to sworn personnel in the collective bargaining unit. As a result, Ashworth testifies that the Union settled for a lower dollar general wage increase. For that reason, the comparisons of wage rate to wage rate which favor the adoption of the Employer offer carry less weight.

In addition to the foregoing conclusions with respect to wage rate comparisons with Columbia County, the undersigned has also concluded that the internal comparisons of patterns of settlement for other bargaining units are inconclusive, and that the general wage increase comparisons within the Sheriff's Department comparing increases for wage increases to nonrepresented employees to the proposals of the parties in this dispute, favor the adoption of the Union offer. The undersigned has also concluded that the Employer offer adequately protects the employees in this unit from increases in cost of living, and, consequently, conforms to that statutory criteria. After considering all of the foregoing, the undersigned concludes that on balance the Union offer is preferred when considering the wage dispute.

#### THE TELECOMMUNICATOR WAGE RATE

The Union proposes that the Communications Assistant be changed to Telecommunicator and that the Telecommunicators are to receive a 35¢ per hour increase each of the two years of the Agreement before the percentage increases of 5% each year are applied.

The Employer proposes that the Communications Assistant title be changed to Telecommunicator, and that 32¢ per hour be added to the rate each of the two years before its proposed general increases of 4% and 5% are applied.

The result of the parties' proposals creates a rate for Telecommunicator pursuant to the Union proposal of \$9.19 per hour effective January 1, 1990, and \$10.02 per hour effective January 1, 1991. The County proposal generates a rate for Telecommunicators of \$9.07 per hour effective January 1, 1990, and \$9.86 per hour effective January 1, 1991. The testimony of Ashworth establishes that in Columbia County the comparable position is entitled Jailer/Dispatcher/Matron. The Collective Bargaining Agreement from Columbia County establishes that the top wage rate for Jailer/Dispatcher/Matron position is \$10.90 per hour effective January 1, 1991. No data is available for the rate which became effective January 1, 1990.

There is no other evidence in the record visible to this Arbitrator which bears on the issue of Telecommunicator rate. While the evidence is sparse, the Union offer is preferred based on the evidence established in this record, particularly since the evidence establishes that the parties rely heavily on comparisons with Columbia County.

THE ACTING SHIFT COMMANDER DISPUTE

The Employer proposes that Article XIV, Section 1 be amended to read as follows:

An acting shift commander shall receive an additional 25 cents per hour where the regular shift commander is absent and no superior officer has been assigned to replace the regular shift commander for that shift.

The most senior patrol officer on duty, who has been approved as qualified for such duty by the Sheriff, shall be the acting shift commander for the department, in charge of all divisions unless otherwise specified by higher ranking authority.

The Union makes no proposal to amend Article XIV, Section 1, advocating the status quo language which appeared in the predecessor Agreement. The predecessor Agreement at Article XIV, Section 1 read:

An acting shift commander shall receive an additional Twenty Cents (20¢) per hour where the regular shift commander is absent and no superior officer has been assigned to replace the regular shift commander for that shift . . . . .

The undersigned has reviewed the record and finds limited testimony on this issue. On its face, however, the Employer proposal with respect to shift commander appears to be reasonable. The undersigned is persuaded that the Employer offer is supported by the record on this issue.

THE VACATION ISSUE

The parties have stipulated with respect to amending the vacation clause at Article VIII, Section 7. The stipulation provides that where Section 7 previously was silent as to when a vacation request be approved or disapproved, the Contract will now include the following language: "and shall be approved or disapproved

within 5 working days after the request is received by the employee's immediate supervisor." In addition to the stipulation, the Union proposes the addition of a new section in the vacation article which it identifies as Article VIII, Section 8.

The Union proposal reads:

The Agreement at Article V, Section 3, concerning float positions, shall not diminish the ability of any Deputy permanently assigned to a specific division or shift (i. e.: non-float positions) to select vacations as described in Article XV, Section C. This provision relates exclusively to mandatory subjects of bargaining and shall not be construed so as to abrogate the constitutional rights of the Sheriff.

The County stands on the status quo language of the Agreement and opposes the inclusion of Section 8 proposed by the Union.

The record evidence establishes that when float positions were first established there was a verbal agreement between the Union and the County that employees in the bargaining unit who occupied positions that were not float positions would not be denied vacations because a float deputy moved into their assignment area.

The provisions of the vacation selection procedure found at Article VIII and Article XV, Section C provides that employees may request vacations 21 days in advance. The provisions provide that where requests are made simultaneously the senior employee will be given the preference for vacation selection purposes over the junior employee. The selection procedure further provides that where requests are not made simultaneously vacations will be granted on a first come, first served basis.

The foregoing provisions were in place when the float positions were created, and when understandings with respect to float positions were reached with the Union. The understandings as they related to vacation selections for float personnel vis a vis non-float personnel was a verbal agreement between the parties and was not reduced to writing. The record, however, is undisputed that the understanding described above was reached. The problem addressed by the Union proposal is created by the fact that the float deputy who has an approved vacation and transfers

to a new assignment may block the opportunity of a regular employee assigned to that area where the regular employee had no prior knowledge that any other employee might have been interested in that week, or that there may have been competition for a vacation request for that week. It was these concerns that prompted the original oral understandings between the County and the Union. The practice, until recently, where a float deputy moved into a department with a preapproved vacation assignment, and a regular member of that department requested the same week, permitted both the float deputy and the regular member of the department to take the vacation during the same week. During the term of the predecessor Agreement or the extension thereof, a regular member of the department was denied a vacation because a float deputy had prior approval for the week sought by the regular member of the department. Thus, the Union proposal condifies the verbal understandings that were reached when the float position was first instituted.

The proposal of the Union dealing with the float position was the subject of a petition for declaratory ruling filed by the Employer, where the Employer challenged whether the proposal was a mandatory subject of bargaining. The Wisconsin Employment Relations Commission conducted hearings and issued its ruling on the matter on October 25, 1990, in Decision No. 26658. In its ruling the Commission concluded that the disputed proposal which is now part of the Union final offer is a mandatory subject of bargaining. The Commission, in the discussion section of its declaratory ruling, made the following relevant observation:

Under the union proposal, if the county concluded that its service needs could not be met by allowing both the 'floater' and a regular deputy to take vacation, the 'floater' would be the unit employee for whom vacation approval would be rescinded. If the county allowed both vacation requests, it retains the right to call in other employees to insure the service needs are met. The union proposal, however, does not require the county to honor both vacation requests and fill resulting manpower needs on an overtime basis. The union acknowledges, and we agree, that in certain circumstances the Sheriff may deny all vacation requests.

The undersigned finds the Commission's interpretation of the proposal to be

instructive as it relates to the outcome of this dispute. While the testimony in the record before this Arbitrator does not entirely square with the foregoing Commission's statement, the undersigned, nevertheless, relies on the Commission's interpretation in determining that the Union's proposal is reasonable. The determination that the proposal is reasonable is based on several considerations. First, the proposal merely codifies the oral understandings that the parties entered into at the time the float positions were introduced. Secondly, the evidence establishes that employees who occupy the float positions are the junior employees in the Sheriff's Department. The Contract and general practice acknowledge the principle that where there is competition for the same week of vacation the selection preference should go to the employee with more seniority. Finally, so long as it is understood that the vacation for the float position can be rescinded if the vacation for the "regular" employee is granted, the Employer's concern that the proposal will be responsible for generating excessive overtime is unfounded.

Based on all of the foregoing considerations, the undersigned finds the proposal of the Union with respect to vacation selections to be reasonable and the Union proposal on this issue is supported by the record.

SUMMARY AND CONCLUSIONS:


The undersigned has found that the Union's proposals with respect to wages, the Telecommunicator's rate and vacations are supported by the record. The undersigned has also found that the Employer proposal for acting shift commander is a reasonable proposal and would be adopted if it were the sole disputed issue. The Arbitrator is required by the form of arbitration selected by the parties to select either the last offer of the Union or the Employer. Consequently, the Arbitrator is unable to make an Award which would implement his conclusions on all of the issues. Because the Arbitrator considers the wage and vacation issues to be the more significant, it follows that the Union offer must be awarded in its entirety.

Therefore, based on the record in its entirety, and the discussion set forth above, after considering all of the arguments of the parties and the statutory criteria, the undersigned makes the following:

AWARD

The final offer of the Union, along with the stipulations of the parties as certified to the Wisconsin Employment Relations Commission, and those provisions in the predecessor Collective Bargaining Agreement which remained unchanged throughout the bargaining process are to be incorporated into the parties' Collective Bargaining Agreement for the calendar years 1990-91.

Dated at Fond du Lac, Wisconsin, this 31st day of October, 1991.

  
Jos. B. Kerkman,  
Arbitrator

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