

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION
JUL 3 1 1992

IN THE MATTER OF THE ARBITRATION BETWEEN

THE OCONTO COUNTY SHERIFF'S)	WISCONSIN EMPLOYMENT
DEPARTMENT LABOR ASSOCIATION,)	RELATIONS COMMISSION
)	CASE NO. 99-46037
)	MIA 1634
)	Decision No. 27070-B
Union,)	
)	
and)	
)	
THE COUNTY OF OCONTO,)	DECISION AND AWARD
)	OF
Employer.)	ARBITRATOR

APPEARANCES

For the Union:

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On May 5, 1992, in Oconto, Wisconsin, a hearing was held before Thomas P. Gallagher, Arbitrator, who was selected by the parties under the provisions of the Wisconsin Municipal Employment Relations Act, Wisconsin Statutes, Section 111.70, et seq. (the "Act") to decide a single collective bargaining issue that remains at impasse. After negotiation and mediation, the parties have been able to settle most of the terms of their new labor agreement, which will be effective from January 1, 1991,

through December 31, 1992. They have not been able, however, to settle one issue that concerns the wage rates that are to be payable under the new labor agreement, and they have elected to use the arbitration procedures established by the Act to settle that issue. The last of post-hearing briefs was received on July 8, 1992.

Section 111.77 of the Act requires an arbitrator who decides impasse issues presented under its provisions to "give weight" to the "factors" set out in that section. In my decision of this matter, I have considered and given weight to the parties' evidence that is relevant to those factors.

Section 111.77 lists 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.
- d. Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, 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 pending 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.

BACKGROUND

The County of Oconto (the "County" or the "Employer") is located in east central Wisconsin, adjacent to Lake Michigan. The Union is the collective bargaining representative of the non-supervisory employees employed in the Sheriff's Department of the County. At the time of the hearing before me, the bargaining unit consisted of the following personnel:

Twelve employees classified under the parties' last labor agreement as Deputy Sheriffs, but to whom the parties refer by the informal descriptive titles of Road Deputy (nine of the twelve), Floater Relief Deputy (two of the twelve) and Security Officer (one of the twelve).

Two Investigators.

Eight Jailers, of whom three are part-time employees.

Five Radio Operators, of whom one is a part-time employee.

One Secretary-Matron.

One Jail Officer.

The parties' last labor agreement had a two-year term, covering calendar years 1989 and 1990 (hereafter, the "1989-90 labor agreement"). It established the wages of bargaining unit employees through a wage schedule that set the maximum hourly wage rate for each classification. The 1989-90 labor

agreement provided that employees covered by the agreement would reach the maximum rate at the third step in wage progression. For each classification, the first step, payable for the first six months of employment, set wages at 90% of the maximum rate. The second step, payable after six months of employment, set wages at 95% of the maximum rate. The third step, payable after eighteen months of employment, set wages at the maximum rate. The parties have agreed to maintain the same scheme of wage progression during the new term of their labor agreement.

As I explain more fully below, the parties' impasse about wage rates during the new contract term concerns only two classifications -- Deputy Sheriff and Investigator. The parties have agreed that, for all other classifications, for the first year of the new contract term, 1991, the 1990 wage rates should be increased by 5%, and that, for the second year of the new contract term, 1992, the 1991 wage rates should be increased by 4%.

The Union's Position.

The Union proposes the following wage increases for the Investigator's classification. For 1991, the Union would raise the maximum hourly rate payable to an Investigator by \$0.26 over the 1990 maximum hourly rate of \$11.04. In addition, the Union would increase the hourly rate of \$11.30, thus derived, by an additional 5%, to \$11.87. For 1992, the Union would increase the 1991 hourly rate by 4%, to \$12.34.

The Union seeks the following wage increases for the Deputy Sheriff's classification. For 1991, the Union would raise the maximum hourly rate payable to a Deputy Sheriff by \$0.20 over the 1990 maximum hourly rate of \$11.10. In addition, the Union would increase the hourly rate of \$11.30, thus derived, by an additional 5%, to \$11.87. For 1992, the Union would increase the 1991 hourly rate by 4%, to \$12.34.

The Employer's Position.

The Employer proposes the following wage increases for the Investigator's classification. For 1991, the Employer would raise the maximum hourly rate payable to an Investigator by \$0.45 over the 1990 maximum hourly rate of \$11.04. In addition, the Employer would increase the hourly rate of \$11.49, thus derived, by an additional 5%, to \$12.06. For 1992, the Employer would increase the 1991 hourly rate by 4%, to \$12.55.

The Employer proposes the following wage increases for the Deputy Sheriff's classification. For 1991, the Employer would raise the maximum hourly rate payable to a Deputy Sheriff by 5% over the 1990 maximum hourly rate of \$11.10, to a 1991 hourly rate of \$11.66. For 1992, the Employer would increase the 1991 hourly rate by 4%, to \$12.13.

The Employer has presented exhibits that calculate its final position for the Investigator's classification at a 1991 hourly rate of \$12.08 and a 1992 hourly rate of \$12.56. I have made my calculations, however, by applying the text of the Employer's final position herein to the 1990 wage rates

for Investigator and Deputy Sheriff -- \$11.04 per hour and \$11.10 per hour.*

Decision.

The Employer has reached agreement with the representatives of its other organized employees, those in the Courthouse Unit, the Highway Unit and the Human Services Unit, to increase wages by 5% in 1991 and 4% in 1992. In addition, as noted above, the Employer and the Union have reached an agreement about the wage increases to be paid to all classifications in this bargaining unit, except those payable to Investigators and Deputy Sheriffs. The parties have agreed that all other classifications in this unit should receive the same increases that other County employees received -- 5% in 1991 and 4% in 1992.

The Employer's final position in this proceeding reflects its belief that the 1990 wage rate for the Investigator's classification is less than the rate paid by a group of comparable public employers. To correct the relative underpayment of the two Investigators employed by the Employer, it would give them a one-time forty-five cent per hour increase at the start of 1991

* The text of the Employer's final position is set out below:

OPEN ITEM -- APPENDIX A -- WAGES

1991 -- increase Investigator rate by \$.45 per hour and adjust all wages by five percent (5%)

1992 -- adjust all wages by four percent (4%)

before applying the 5% increase that other County employees received.

Although the Union agrees that the Investigator's classification has been underpaid, it would not increase the wages of that classification so substantially as would the Employer. Instead, the Union proposes a lesser one-time increase to the Investigators of twenty-six cents per hour, and, in addition, it proposes a one-time increase of twenty cents per hour for the Deputy Sheriff's classification. The Union would then apply the 5% increase received by other employees in 1991 to the wages of these two classifications. The Union's final position reflects its belief that the twelve Deputy Sheriffs are also underpaid when comparison is made to the wages paid to similar classifications by public employers in the Union's comparison group.

A substantial part of the parties' evidence and argument has centered on their disagreement about what other public employers should be considered the most similar to the County when making the wage comparisons described in Factor (d) of Section 111.77. The Employer proposes a comparison group of eleven public employers -- ten counties in northeastern Wisconsin plus the City of Oconto, which is the seat of government for the Employer. The ten counties in the Employer's group are Door, Florence, Forest, Langlade, Lincoln, Marinette, Menominee, Oneida, Shawano and Vilas. The Employer's primary argument in support of its comparison group is that, because it

consists of the same eleven public employers that were selected for use in 1984 by the last arbitrator to decide an impasse between these parties, its use in this proceeding would preserve consistency in making external comparisons.

The Union proposes a comparison group of five counties -- Door, Marinette, Lincoln, Langlade and Shawano. The Union argues that these counties are most appropriate for comparison because 1) with population ranging from 19,978 to 39,314, they are similar in population to Oconto County's population of 28,947 and 2) all except Lincoln County are contiguous to Oconto County. The Union argues that I should not accept the Employer's larger group because it includes non-contiguous counties and counties that have smaller, dissimilar populations. In addition, the Union argues that in the 1984 arbitration, the arbitrator's reason for using the larger group proposed now by the Employer was that there was insufficient information available from a smaller group then proposed by the Union that was similar to what the Union now proposes -- a condition that no longer exists.

The parties have presented conflicting information about some of the wage rates in some of the comparison counties that are common to both of their comparison groups. In addition, they make other conflicting arguments, often disagreeing even about mathematical computation -- when computing 1) the impact of the cost of living, 2) the total compensation of the two classifications at issue compared to total compensation in

comparison counties and 3) the difference in the total package cost of their two positions.

With respect to many of the conflicting positions of the parties, I have only the assertion of each party that its information is correct. Nevertheless, I have sufficient information to reach a decision on the impasse item before me, and for the following reasons, I award the final position of the Employer.

As is usually the case in arbitration of public sector impasses about wages, the parties have selected comparisons that suit their purposes -- the Union has selected the counties that tend to have higher wage rates to justify the extra increase it seeks for the Deputy Sheriff's classification, and the Employer urges the continued use of a broader group that includes several counties that, though nearby, are dissimilar in size and composition of tax base. I do not accept entirely the arguments of either party about the appropriate comparison group. Rather, I consider all of the information both parties have presented. I note that some of the larger nearby counties pay more and some less than does the Employer, and I note that the smaller nearby counties pay less. All of this information is relevant. In my consideration of the proper comparisons, I give more weight to counties of similar size, but I do not ignore the smaller counties with their lower wage rates.

From this consideration of information about wages paid by comparison public employers, I conclude that the Employer's offer of 5% in 1991 and an additional 4% in 1992 -- without the

extra twenty cents per hour that the Union seeks -- will provide an adjustment to the wage rate of the Deputy Sheriffs sufficient to keep them within the appropriate range. Though the wage rate will be below the average paid by the Union's group, it will be above the average paid by the Employer's group.

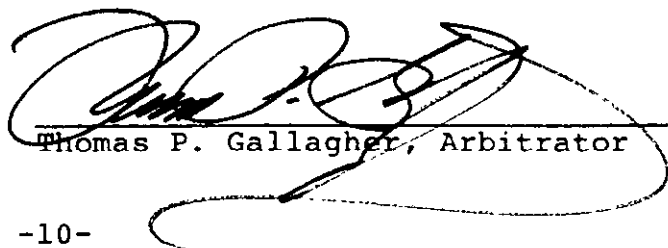
With respect to wage rate of the Investigators, the Employer's proposal of an extra increase of forty-five cents per hour will have the advantage of an immediate correction of the disparity with wage rates in the comparison counties, whereas the Union's proposal of an extra increase of only twenty-six cents per hour will leave the disparity not fully corrected.

Finally, I note that an award of the Employer's position is supported by the Employer's argument that such an award will raise wages by more than the increase in the cost of living. Even if I accept the Union's calculations of the Consumer Price Index, the Employer's position will raise wages by a percentage substantially higher than the rate of price increases during 1991 and 1992.

Award.

The new labor agreement between the parties shall adjust wage rates in accord with the final position of the Employer.

July 28, 1992


Thomas P. Gallagher, Arbitrator