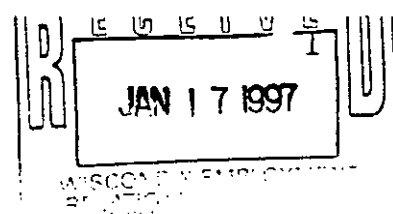


STATE OF WISCONSIN
BEFORE THE ARBITRATOR



In the Matter of the Petition of

WISCONSIN PROFESSIONAL POLICE
ASSOCIATION/LAW ENFORCEMENT
EMPLOYEE RELATIONS DIVISION

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

Case 130
No. 53869 MIA-2058
Decision No. 28816-A

PORTAGECOUNTY

APPEARANCES:

Gerald Lang on behalf of the County
Robert Little on behalf of the Association

On August 21, 1996 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 14, 1996. Briefs were exchanged by the parties and the record was closed by December 5, 1996. 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:

This dispute is over wages in the parties' 1996-97 collective bargaining agreement. The unit is a law enforcement unit covering Deputy Sheriffs and Corrections Officers employed by the County. Although a number of issues are contained in the parties' final offers, in actuality the only issue in dispute is wages. In that regard the Association has proposed 3.5% increases for Deputies in both years of the proposed agreement, while the County has proposed 3% increases for Deputies both years. For Corrections Officers, who staff the County jail, the County proposes a 52 cent adjustment plus 3% for 1996 and a 3% increase in 1997. In the event the Corrections

Officers become Protective Occupation Participants in the Wisconsin Retirement System, the 52 cents per hour adjustment would be rescinded. The Association proposes a \$1.03 an hour adjustment for Corrections Officers for 1996 and a 3.5% increase for them for 1997.

There is no dispute between the parties regarding the comparables which should be utilized in this interest arbitration proceeding.

ASSOCIATION POSITION:

Comparisons utilized in this proceeding should be with the base wages of top deputy/patrol officers in similar departments.

Under the Employer's offer the hourly rate of a top deputy will slip to seventy six cents per hour below the comparable average.

In this regard, the Association offer does not attempt to obtain wage rates that are equivalent to the comparable average--which would require a 7.9% wage increase--the offer only attempts to slow the inexplicable downward spiral in wage rates proposed by the Employer.

Comparisons of top patrol base wage rates places the County in sixth position for 1991 through 1995. Under both final offers, that position will not change. The Association only serves to slow the fall of base wages when compared to the comparable average.

In this regard it is noteworthy that with the exception of the first three years of service, officers in the County are constantly behind their counterparts in other departments with respect to salary, regardless of years of service.

Wage comparisons for 1997 are more difficult to analyze as only two comparable departments have settled. However, the Employer's final offer would result in the County falling behind the City of Marshfield for the first time in recent history.

The parties' proposed additional increase for the Corrections Officers are based upon a change of their status under the Wisconsin Retirement System (WRS). Approximately ten years ago a separate classification of Corrections Officer was established. At that time it was agreed that said employees would be covered by the WRS as Protective Status Employees vs General employees. In January 1996

the Employer unilaterally changed the status of these employees to General Employees. Per a WERC declaratory ruling the Association did not have the right to negotiate this change. The Association proposal for wage adjustments for these employees is based on the monetary difference in contribution rates between the two types of retirement. In this regard, based upon the 1995 Corrections Officer Base Rate, the City's retirement contribution when Corrections Officers were under Protective Status was 21.9% or \$2.49 per hour. After the change, the retirement contribution was 12.9% or \$1.46 per hour. The difference, \$1.03, is equivalent to the 1996 adjustment proposed by the Association.

The County's proposed \$.52 adjustment is roughly half the value of the change in the Employer's retirement contribution.

Moreover, this change has a far greater impact on these employees than a changed contribution rate, since the change will result in a significant diminution of retirement benefits and rights.

Internal comparables should not be considered primary comparables in this proceeding. Arbitral precedent supports comparisons with other law enforcement personnel because of the significantly different nature of their work and working conditions and because of the unique impasse procedure that the State has provided such personnel. (Citations omitted) In addition, the record contains no evidence regarding how the wage and benefits of other County employees compare with their external comparables. In this regard, a 3% wage increase may be considered reasonable for a group whose wages compare favorably with external comparables, while it may be unreasonable for a group where such comparisons are not favorable, as is the case herein.

The Association's proposals are comparable with voluntary settlements in the area, and in addition, they conform with the cost of living index. In this regard, including roll ups, the Association's proposal generates a 3.09% generated cost for 1996. The Employer's offer on the other hand would fall well below the current CPI with a cost of 1.57% for 1996.

COUNTY POSITION:

When workers are able to obtain through the arbitration process wages that are substantially more than other worker have agreed to

through the negotiations process, it sends a message to those other workers that they too should go to arbitration for higher wages.

With respect to the County's Corrections Officers, the County made a good faith determination that its Corrections Officers did not meet the definition of protective occupation participants and thus modified their retirement status in that regard in January, 1996.

The Association would have the County pay its Corrections Officers \$1.46 per hour (12.9%) more in 1996 than in 1995. This would result in the Corrections Officers' rate being \$.72 per hour higher than Wood County's combined Dispatcher/Corrections Officer position, and \$.44 per hour higher than Marathon County's Corrections Officer position. The County's offer would have Corrections Officers receive a 7.75%/\$.88 per hour increase in 1996, which matches the average Marathon and Wood counties' rates, which are the comparables for the County's Correction Officers. Historically, the County has not paid the Sheriff Department's employees as high a salary as Marathon and Wood Counties. Portage County Corrections Officers' salaries should not be higher than the salary received by similar employees in larger adjoining counties which generally pay higher wages than Portage County.

After the County determined that its Correction Officer did not meet the statutory requirements of protective occupation participant status, it notified the WRS that effective January 1, 1996 Corrections Officers working for the County would be classified as general employees. The Corrections Officers have appealed their status to the Employee Trusts Fund Board.

The County' offer recognizes the Corrections Officers' retirement benefit has been reduced by adjusting their 1996 wages by an increase of \$.52 per hour, in addition to a 3% across the board increase, bringing their rate up to the average of Marathon and Wood Counties, both of which classify their Corrections Officers as general employees for purposes of the WRS. The Association' offer results in a situation wherein the County's Corrections Officers would receive an hourly rate which is \$.58 above the average of the comparable counties.

In the event the County's Corrections Officers become protective occupation participants through legislative action or the appeals process, the County offer would rescind the \$.52 per hour

adjustment. On the other hand, under the same circumstances, the Association's offer would have the Correction Officers' hourly rate remain \$.58 over the average of Wood and Marathon Counties.

With respect to the wages for Sworn Officers, the County's Deputies would continue to rank 6th with the comparables regardless of which offer is selected. It is noteworthy however that in most of the comparables it takes significantly longer for a deputy to get to the top of the salary range, in contrast to Portage County where it only takes a year to get the top deputy salary. In addition, Portage County is unique because the other comparables which have shift differentials do not rotate shifts during the year, whereas in the County's Sheriffs Department, because of rotating shift assignments, all deputies enjoy the economic benefit of a shift differential.

Except for nurses and social workers, all other County units have agreed to 3% increases for 1996 and 1997. This pattern of internal settlements should be given significant weight in this proceeding.

Four of seven external comparables have settled for 3 to 3.1% increases for 1996. Steven Points 3.5% increases were in exchange for the City's right to pull out of the State health insurance plan so that it could get individualized experience rating. No such exchange exists in this dispute. Marshfield's settlement increases resulted from an arbitration award in which the arbitrator determined there was justification for catch up. It is noteworthy that Marshfield's rates would still be almost \$2.00 per hour lower than those proposed by the County.

Lastly, the County's offer is more in line with cost of living increases than the Association's.

DISCUSSION:

With respect to the Deputy salary issue, cost of living considerations (based upon salary increases employees will actually receive) and internal comparable settlements support the County's position for 1996, while the Association's position for that year is supported by the fact that the County's proposal would unreasonably exacerbate an already disparate relationship between Deputy salaries in the County and the average salary for deputies in comparable departments. For 1997, again, internal comparable settlements and cost of living considerations support the County's position, but there

is not yet a discernible pattern of external settlements against which one can compare the parties' offers for 1997.

Regarding the Corrections Officers salary issue, the County's position is supported by external comparables in Wood and Marathon Counties, and it is also supported by the fact that the salary adjustment flowing from the change in the status of said employees under the WRS is contingent on continuation of the current status of said employees, whereas the Association's proposal in this regard does not take into consideration the fact that the status of said employees is currently being appealed. While it may be true that the loss of benefits flowing from the change of status of said employees may not reasonably equate to the \$.52 per hour adjustment the County is proposing, in the undersigned's opinion, the fairest measure of the adjustment which is warranted as a result of this change is the wage and benefit packages provided to similarly situated employees in comparable employment settings, and in that regard, the County's proposal is clearly more comparable than the Association's.

All of the foregoing compels the undersigned to conclude that although external comparables warrant a 3.5% increase for the County's Deputies in 1996, in all other respects the County's salary proposal is more reasonable than the Association's.

Based upon all of the foregoing considerations the undersigned hereby renders the following:

ARBITRATION AWARD

The County's final offer shall be incorporated into the parties' 1996-1997 collective bargaining agreement.

Dated this 16th day of January, 1997 at Cambridge, WI 53523


Byron Yaffe
Arbitrator