

BEFORE THE ARBITRATOR

DEC 10 1996

In the Matter of the Interest Arbitration Between

THE MONROE COUNTY PROFESSIONAL  
POLICE ASSOCIATION, LOCAL 103,

and

MONROE COUNTY

Case 136  
No. 54887 MIA-2118  
Decision No. 29105-A

Appearances:

Mr. Thomas A. Bauer, Labor Consultant, Labor Association of Wisconsin, Inc., 206 South Arlington Street, Appleton, WI 54915, appearing on behalf of the Monroe County Professional Police Association, Local 103.

Mr. Ken Kittleson, Personnel Director, Monroe County, P.O. Box 202, Sparta, WI 54656, appearing on behalf of Monroe County.

ARBITRATION AWARD

Monroe County, hereinafter County, is a municipal employer maintaining its offices at the Monroe County Courthouse, 112 South Court Street, PO Box 202, Sparta, Wisconsin 54656. The Monroe County Professional Police Association, Local 103, Labor Association of Wisconsin, hereinafter Association, is a labor organization maintaining its offices at 206 South Arlington Street, Appleton, Wisconsin 54915. The Association is the exclusive collective bargaining representative of all regular full-time and regular part-time law enforcement personnel having the powers of arrest in the employ of the Police Department of Monroe County, including employees classified as Patrolmen, Radio Operators, Sergeants, Jailers, and Investigators, but expressly excluding the Sheriff, Chief Deputy, clerical personnel, Matrons, and other managerial, supervisory, confidential and executive employees.

On August 26, 1996, the County and the Association met and exchanged contract proposals. Subsequently, the parties met on September 24, October 10, October 24, November 25 and December 2, 1996, for the purposes of negotiating a successor agreement. On February 3, 1997, the Association filed a petition with the Wisconsin Employment Relations Commission requesting the Commission to initiate final and binding arbitration pursuant to sec. 111.77(3) of the Municipal Employment Relations Act for the years 1997 and 1998. On April 24, 1997, an investigation was conducted by a member of the Commission's staff. Said Investigator advised the Commission on May 23, 1997, that the parties were at impasse as outlined in their final offers, attached herein as Appendix "A" and Appendix "B". Based upon that, the Investigator closed the investigation and recommended that the Commission issue an order requiring arbitration in this matter. On May 30, 1997, the

Commission concluded that an impasse within the meaning of Section 111:77(3), MERA, existed, and that the parties had not established mutually agreed upon procedures for the final resolution of disputes arising in collective bargaining and further, and that the parties have mutually agreed that the arbitration should be limited to the last and final offers of each of the parties.

The Commission issued an order that arbitration be initiated and furnished the parties with a panel of arbitrators from which they selected the undersigned to act as neutral arbitrator in this matter. This arbitrator was notified on June 17, 1997, of his selection. Within ten days of selection, the parties agreed upon August 5, 1997, as the hearing date in this matter. The hearing was held on August 5, 1997, at which time the parties were afforded the opportunity to present witnesses and enter evidence as they wished. The hearing was not transcribed. At the close of the hearing, the parties agreed to submit their arguments in writing through a brief. The parties waived the filing of a reply brief. Said briefs were submitted to the arbitrator, the last one being received on September 22, 1997, at which time the record was closed. Careful consideration has been given to all the testimony and evidence and to the arguments of the parties in reaching this decision and issuing this award.

## ISSUES

A preliminary issue facing the arbitrator is the pool of comparables. Both parties agree that the comparable pool should include Jackson, Juneau and Vernon Counties and the Cities of Sparta and Tomah. The Association would add LaCrosse County, the addition of which is opposed by the County.<sup>1</sup>

The main substantive issue involves wages. The County's final offer is a 2.5% across-the-board increase effective 1/1/97 and a 2.75% across-the-board increase effective 1/1/98.<sup>2</sup> The Association's final offer replaces the present two-step salary schedule with a six-step salary schedule, after which a 2.5% across-the-board increase is added 1/1/97 and a 2.5 increase is added 1/1/98. In addition, the Association freezes employes longevity rate and eliminates it for new employes.<sup>3</sup>

A secondary issue is health insurance. The 1995-96 agreement included a Memorandum of Agreement regarding health insurance. The County's final offer keeps the Memorandum of Agreement. The Association's final offer incorporates the Memorandum of Agreement into the collective bargaining agreement.

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<sup>1</sup>The inclusion of LaCrosse County in the comparable pool has been a point of contention between these parties before, with the Association seeking its inclusion and the County opposing it. In a 1984 arbitration award between these parties, Arbitrator J. C. Fogelberg ruled against the inclusion of LaCrosse County in the pool of comparables.

<sup>2</sup>See Appendix "A" attached.

<sup>3</sup>See Appendix "B" attached.

The parties did enter into a number of stipulations not at issue here.

#### ARBITRAL CRITERIA

- 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 the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.
- e. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment generally in public employment in the same community and in comparable communities.
- f. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.
- g. The average consumer prices for goods and services, commonly known as the cost-of-living.
- h. The overall compensation presently received by the municipal employes, 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.
- i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- j. 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.

## POSITIONS OF THE PARTIES

### Comparables

#### Association

On brief, the Association argues that the comparable pool, as established in the Fogelberg decision, is outdated when one considers the growth in Monroe County over the past 13 years. The Association states that in compiling its list of comparables, which includes LaCrosse County, it considered the following factors to be determinative: size and population of the county, geographic proximity of Monroe County to its surrounding counties, similarity of responsibilities, and interaction among bargaining unit members in Monroe County with members of other law enforcement agencies in neighboring counties.

Based upon those determining factors, the Association argues that its selection of comparables, including LaCrosse County, is the most appropriate for determination of this dispute; that Monroe County's population is growing at the fastest rate of all the other comparables listed by both sides; that Monroe County's 1996 equalized value is larger than the other comparable counties by an average margin of \$415,028; that Monroe County has made extensive growth during the past 13 years with an increase in equalized value of 39%, higher than any of the other suggested counties, that all of these point show it is appropriate to use LaCrosse County within the comparable pool of the parties; that the similarity of services offered by Monroe County as compared to LaCrosse County is also a factor in including LaCrosse County within the comparable pool; that the employees of the Monroe County Sheriff's Department interact with the law enforcement Departments of other counties and cities, including LaCrosse County, on a regular basis; that LaCrosse County, which is contiguous to Monroe County, shares a common labor market; that this interaction between LaCrosse County and Monroe County can leave no doubt that these two counties share similar concerns in the delivery of services; and that the Association has laid a solid foundation for the inclusion of LaCrosse County as a valid external comparable.

#### County

On brief, the County argues that Arbitrator Fogelberg's language is clear and unambiguous, if not downright emphatic, that LaCrosse County is not a comparable to Monroe County; that the County has chosen to examine three critical areas to see if the Association is correct in its assertion that conditions have changed over a period of 13 years and that, therefore, LaCrosse County should be considered a comparable for Monroe County; and that the three critical areas which the County will examine data from the award to the present to see if the data supports the inclusion of LaCrosse County in the comparables are population, sales tax revenue and equalized value.

Specifically, the County argues that, although LaCrosse is geographically a smaller county than Monroe, its population has been consistently triple that of Monroe County; that its rate of population increase is approximately two percent greater than Monroe County's from 1985 to 1996; that LaCrosse County's one-half percent county sales tax revenue has been roughly quadruple that of

Monroe County since the tax's inception in 1990; that Monroe County's sales tax gain was about two percent greater than LaCrosse County's from 1990 to 1996; that in equalized value is where LaCrosse County distinguishes itself from its rural neighbor, Monroe County; that LaCrosse County's equalized value increase 60 percent from 1984 to 1996, compared to about 40 percent for Monroe County; and that LaCrosse County's equalized value is almost 3.5 billion dollars, where Monroe County just topped one billion dollars in 1996. According to the County, this indicates that Arbitrator Fogelberg's statement that "LaCrosse County is certainly not rural in nature" is more accurate today than when he penned those words in 1994; and that, therefore, the arbitrator should continue to reject LaCrosse County as a comparable.

### Wages

#### Association

The Association argues that its final offer is more reasonable than that proposed by the County and should, therefore, be adopted by the arbitrator. Specifically, the Association argues that it is within the lawful authority of the County to accept and abide by the terms of the Association's final offer; that the County has not argued a contrary position regarding its lawful authority; that the interests and welfare of the public are considered and met by the Association's final offer; that the County has the financial ability to meet the costs of the Association's offer; that the County offered no evidence of an inability to pay; that there is no evidence that the residents of Monroe County will be placed in dire straights if the Association's final offer is accepted; that both final offers are above the cost-of-living index; that, therefore, this criteria should not be the determinative factor; and that the County has granted increases in excess of the cost of living for other units of employees within Monroe County.

More specifically, the Association argues that the County's final offer lacks internal support; that the County has taken the position that its final offer should be accepted based solely on the fact that all other represented employees were offered identical wage increases; that, indeed, there is a long list of arbitrators who subscribe to the theory that internal patterns of settlement should be given great weight by the arbitrator, once proven; that before an arbitrator can rely on internal settlements, the party proffering such an argument must prove that a "strong and consistent internal pattern of settlement" does in fact exist; that looking at the evidence it becomes clear that the internal pattern on which the County relies is non-existent; that other bargaining units within Monroe County received wage increases for 1997 and 1998 which were substantially higher than the 2.5% and 2.75% offered to the Association; that non-represented employees will receive wage increases in excess of 2.5%, which includes an additional 4% adjustment for each step in the grid for a total of 6.5% lift for 1997; that both represented units of Human Services employees will receive wage increases in excess of 2.5%, which includes an additional 5.5% average wage adjustment for each step in the grid, for a total of 8% for 1997 and 1998; that a 2.5% wage increase was the exception, not the rule for non-represented and Human Services employees; that this demonstrates that there is no consistent internal pattern of wage settlements for 1997-98 as the County claims; and that the Association requests that the county's allegation of a rigid internal pattern be disregarded.

The Association also argues that there is a valid 'catch-up' argument which favors the Association's final offer; that the following positions received the following amounts less per hour than the average of the agreed upon comparables in 1996: Radio Operators - \$1.70 on \$13.33 average, Jailers - \$2.15 on \$13.78 average, Deputies - \$1.12 on \$13.56 average, Investigator - \$1.61 on \$14.05 average, and Sergeant - \$1.49 on \$14.34 average; that the following positions would be under the average of the agreed upon comparables by the following amounts under the Association's and the County's, respectively, final offers for 1997: Radio Operators - \$0.97 and \$2.00, Jailer - \$1.54 and \$2.57, Deputy - \$0.21 and \$1.24, Investigator - \$1.01 and \$2.04, Sergeant - \$0.60 and \$1.62; that the evidence presented by the Association proves unequivocally that there is a valid catch-up argument for the bargaining unit; that private sector comparisons should be given little weight by the arbitrator; that the problem with comparisons to the private is the lack of detail; that the wage survey report is misleading and makes comparisons by using average mean wages and benefits; and that the lack of relevant information means private sector comparisons should be given little if any weight.

#### County

The County argues that its final wage offer to the Association mirrors the 1997-98 settlements with the County's four AFSCME units: highway, human services clerical, human services professionals, and Rolling Hills Nursing Home; that there is a long history of internal settlement consistency among Monroe County bargaining units; that the Association settled at 2.5% across the board in 1995-96; that 93.4% of all County employees have received a 2.5% increase which undoubtedly qualifies as a strong internal settlement pattern; that the County's final offer regarding wages will not result in significant disparities relative to external comparisons; that the cost of living data indicates a 2.4% increase for the North Central Region and a 2.1% increase for the US City Average; that both of these figures are well below the wage increases included in the County's final offer; and that the County is not asking for changes in the status quo of the collective bargaining agreement to accompany its reasonable wage offer.

In addition the County argues that the Association's final offer requires the transplantation of a six-step salary structure, the freezing of the current longevity plan, and the inclusion of the health insurance language from the Memorandum of Agreement into the body of the collective bargaining agreement; that the County speculates that impetus for the proposed salary structure is to emulate the non-represented salary plan to which the Lieutenant and Chief Deputy belong; that the Association ignores that the Lieutenants and Chief Deputy are exempt positions ineligible for overtime with a considerable amount of overtime paid to bargaining unit members which should be given weight under the overall compensation provision of the statute; that the County has attempted to negotiate multiple step plans out of the Rolling Hills and Human Services agreements to stop the 'two wage bumps per year' problem inherent with multiple step plans; that the County has taken action to stop the 'two annual bumps' with non-represented employees by prohibiting general wage increases until the employee reaches the top salary step; that clearly the County is attempting to move away from multiple step plans and would not voluntarily negotiate another multiple step plan into being; that the Highway agreement contains a two-step plan identical to the Association's current plan; and that the Highway Union has made no efforts to negotiate a multiple step plan to replace the

status quo salary plan.

The County also argues that the Association's final offer has design flaws; that it does not include a hire rate for Sergeants and the 48 and 60 month steps are identical for Patrolman/Investigator; that it does not address step placement for upward progression or temporary duty in another classification; that the wage increase effective January 1, 1997 does not equal 2.5%, as stated by the Association, but ranges from 4.5 to 9.1%; that the wage increase effective January 1, 1998, does not equal 2.5% but includes a 2% step for every member in the unit, which equals a 4.5% increase; that the ultimate increase in the proposed salary structure for sergeant is 13.3%, for patrol/investigator is 13.5%, and for radio operator/jailer is 14.1%; that these are major, significant increases which would require a substantial quid pro quo to the employer in voluntary negotiations or in an arbitration proceeding; that as a quid pro quo, the Association offers a freeze on longevity for current employes and the elimination of longevity for new employes; that 12 employes would not be affected during the term of this contract either because they are at the maximum or are too new to qualify; that the Association's longevity proposal will save \$3540 over the term of the contract; that the Association's final wage offer will cost over \$81,000 more than the County's offer during the term of the contract; that the four AFSCME units that settled with the County considered the addition of dental insurance as the quid pro quo for the change to managed care health insurance; that the Association agreed to the changes in managed care health insurance in exchange for dental insurance in the Memorandum of Agreement dated December 2, 1996; and that this agreement stands alone as proof that the Union considered dental insurance an adequate quid pro quo for the change in health insurance.

Anticipating the Association's argument that the employes are behind in wages among the comparables which justifies a major change in the salary status quo in exchange for the longevity quid pro quo, the County also argues that the Association cannot document a pattern of turnover of employes due to lower wage levels; that only one unit employ has terminated in the past five years, and he left due to retirement; that the Association settled at 2.5% for 1995 and 1996 voluntarily, making it difficult for it to establish a very persuasive basis for change under the circumstances that the County's final offer for 1997-98 is higher than what the Association settled for in 1995-96; and that the proposed remedy goes well beyond being remedial in nature by causing excessive wage rate increases of up to 14.1%.

## DISCUSSION

### Comparables

The parties agree on the inclusion of Jackson, Juneau and Vernon Counties and the Cities of Sparta and Tomah in the pool of comparables. The Association would add LaCrosse County, which inclusion the County opposes. In a 1984 arbitration award, Arbitrator J. C. Fogelberg excluded LaCrosse County from the comparable pool. The arbitrator said,

By the Association's own admission, Monroe County is primarily rural in nature. While a similar conclusion can be made regarding Jackson, Juneau and Vernon

Counties, the inclusion of LaCrosse in this analysis is clearly erroneous. LaCrosse County, with its population of some 94,000 people, is certainly not rural in nature. In fact, the City of LaCrosse comprises the bulk of the County's population.<sup>4</sup>

The burden is certainly on the Association to show that the situation has changed such since 1984 that LaCrosse County should be included in the pool of comparables in 1997. The main argument of the Association is that the LaCrosse County should be added considering the growth of Monroe County over the past 13 years.

In support thereof, the Association argues that Monroe County's population is growing at the fastest rate of all the other comparables listed by both the Association and the county. Even if this is correct, the population of Monroe County is still falling behind that of LaCrosse County. Indeed, Monroe County's population in relationship to LaCrosse County has decreased in the past decade. In 1985, Monroe County's population of 36,233 was 37.5% of LaCrosse County's population of 96,632. In 1996, Monroe County's population of 38,024 was only 36.9% of LaCrosse County's population of 103,149.

The Association also asserts that Monroe County's extensive growth during the past 13 years in its increase in equalized value makes it appropriate to use LaCrosse County in the comparable pool. And Monroe County's 1996 equalized value is larger than the other comparable counties by an average margin of \$415,028 which, according to the Association, shows that it should be compared to LaCrosse County. Yet while Monroe County and its equalized value may be growing, the equalized value of LaCrosse County, \$3.4 billion, is over three times the equalized value of Monroe County, \$1.1 billion.

Finally, the Association argues that the Monroe County Sheriff's Department employees interact with the Sheriff's Department employees of LaCrosse County, that these employees share similar concerns in the delivery of services, that the counties are contiguous and that they share a common labor market. Nothing here convinces this arbitrator that Arbitrator Fogelberg's decision, based on the distinction between urban and rural, is overcome here. Even if these assertions are correct, the overwhelming differences between Monroe and LaCrosse Counties remain.

For these reasons, I determine that the comparable pool is as presented by the County.

#### Wages

The Association argues that it should have a six-step salary schedule, pointing out that three of the other four bargaining units and the non-represented employees have such a schedule, and that it should have catch-up to its comparables. The County argues that all of its other employees settled at its final offer to the Association, and that the quid pro quo offered by the Association for its desired changes is woefully inadequate.

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<sup>4</sup>Monroe County, Dec. No 21522 (Fogelberg, 9/84)



Regarding internal settlement patterns, one arbitrator has framed it this way:

In municipalities that have a number of different bargaining units the internal pattern of settlements -- if one exists -- deserves a great deal of attention. This is well established and the reasons have been well expressed by Arbitrators across the state. A pattern of consistent increases agreed to by various bargaining units is a collective consensus of the appropriate influence all the various statutory criteria should have as a whole relative to the particular economic circumstances in any city. In really is a good yard stick for the proximate mix of all the factors as it subsumes all of them. As such, the internal pattern is more important than any single other criteria.<sup>5</sup>

Arbitrator Daniel Nielsen agreed with this premise, offering his own viewpoint:

The most persuasive evidence under criterion "e" will be a strong and consistent pattern of settlements. An internal pattern satisfies the statutory aim of duplicating, as nearly as possible, what the results of a voluntary settlement would have been. Further, sound labor relations policy dictates adherence to internal patterns, since breaking a pattern through the arbitration process will tend to discourage voluntary settlements and lead to dissension within the work force. In short, there is a very strong presumption in favor of an offer which is consistent with the settlements reached through bargaining with other City units.<sup>6</sup>

The record is clear that the County is offering the same across-the-board salary increase it offered its other four bargaining units, all of which have settled for 1997 and 1998 at the County's offer. This establishes a strong internal pattern of settlements for the two years in dispute in this matter which will be difficult for the Association to overcome.

The record is also clear that since at least 1989 through 1996, the five bargaining units settled at the same wage increase each year. For eight years straight, the Highway, Human Services--Clerical/Para-Professional, Human Services--Professional, Police (Sheriff's Department) and Rolling Hills (Nursing Facility) settled for the same percentage increase. This establishes a strong historical internal pattern of settlements, which adds to the burden that the Association has to overcome.

The Association argues that the internal pattern relied upon by the County is non-existent. According to the Association, the across-the-board settlement does not take into consideration that employees, other than Highway employees, move across a six-step salary schedule, so their actual

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<sup>5</sup>City of Appleton (Police Department), Dec. No. 25636-A (Vernon, 4/89) at p. 10.

<sup>6</sup>City of Marshfield, Dec. No. 25298-A (Nielsen, 12/89) at p.15.

increase is the settlement rate plus whatever is the wage adjustment for each step in the grid.<sup>7</sup> While this is, in actuality true, nothing in the record indicates how many employes this impacts, how many employes actually are moving across the salary schedule, and how many employes it does not cover since they are at the top rate. Thus, it is impossible to gauge the effect the salary schedule has on the other units and how this impacts on the total package of each unit. So while the Association asserts that the County's 2.5% wage increase was the exception, not the rule, for its other employes, it fails to give the arbitrator any numbers, other than salary schedules, to determine the accuracy and extent of that assertion. Therefore, this argument is not going to make it for the Association -- it will have to look elsewhere.

It does not argue vehemently, but the Association is asking for a six-step salary schedule, not because the unrepresented management members of the Sheriff's department have it, as the County asserts, but because three of the other four bargaining units have such a schedule. Two hundred of the County's 281 represented employes work under a contract which has a six-step salary schedule. Over 71% of the represented employes get five step increases after they begin. From the record, it appears most if not all of the non-represented employes enjoy such a schedule.<sup>8</sup>

This, too, is an internal comparable, albeit of a different kind, but one that has almost as much power and authority as the settlement pattern. In and of itself, however, it does not overcome the huge presumption that the historical and current internal settlement patterns should control the outcome of these proceedings.

The Association argues most persuasively that it has a valid catch-up argument. Even with the exclusion of LaCrosse County from the Association's preferred comparables, it is clear that in its five positions of radio operator, jailor, patrol, investigator, and sergeant, these employes ranged from \$1.12 to \$2.15 below the average of the comparables in 1996.<sup>9</sup> And with acceptance of the County's final offer, it appears that, on average, these employes will fall behind even more in 1997.

The County offers very little in the way of argument regarding external comparables, other than to say that "the County's final offer regarding wages will not result in significant disparities relative

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<sup>7</sup>This argument is a two-edged sword for the County uses it against the Association in costing the Association's wage package under its proposed six-step salary schedule.

<sup>8</sup>Normally, I do not give much if any weight to what an employer does with its non-represented employes. This information is given only as an example of the extent to which this particular policy is in place in the County.

<sup>9</sup>See Appendix "C" which is adapted from the Association's brief by deleting LaCrosse County as a comparable and recomputing the averages.

to external comparisons."<sup>10</sup> Indeed, under the County's offer, the average salary of these employes will be \$1.25 to \$2.57 below the average of the settled comparables. This is not insignificant.

And it is a change since the Fogelberg award in 1984. In his discussion excluding LaCrosse County from the comparable pool, Arbitrator Fogelberg noted, "(W)hen one removes LaCrosse County from consideration, the average wages paid to top patrolmen in Monroe County (utilizing the Employer's final position) is indeed competitive to the similar hourly rates paid to patrolmen in Jackson, Juneau and Vernon Counties."<sup>11</sup> That is certainly no longer the case, as the top rates for patrolman in Jackson, Juneau and Vernon Counties in 1996 were \$13.60, \$13.73, and \$14.39, respectively, and the rate in Monroe County is \$12.44.<sup>12</sup>

Based upon this comparison, this arbitrator could rule that such a drop in the County's comparability in salary with these other Counties overcomes the internal settlement pattern such that a catch-up rate increase should be awarded, especially in light of the County's current offer which not only does not keep pace with the other settlements, but causes these employes to lose even more ground and increases the amount their hourly wage falls below the comparable average.

But the problem is that the Association did not just seek a catch-up wage adjustment. It also sought to change its salary schedule, an effort to help it catch-up as well, but an effort which raises two significant issues.

First is the amount of the raise. Two numbers jump out in this part of the analysis. First, the start patrol rate jumps 9.1%. Nothing in the record supports such a huge one-year increase. Although there are not many employes at this step, there is no evidence that the County has had such problem recruiting employes that it requires such a raise. The second number is the 6.6% increase built in for top patrolmen.<sup>13</sup> In these days of 2.5% settlements, this too is a big raise.

This is especially true when coupled with the change in the salary schedule. Under the

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<sup>10</sup>The County argues briefly that, in order to show a catch-up problem exists, the Association should have to prove that there has been a turnover of employes due to lower wage levels. Certainly the Association has to prove that a problem regarding exists; it does so with the numbers found in Appendix "C".

<sup>11</sup>Monroe County at p. 12.

<sup>12</sup>The County's argument that the Association settled for less in 1995-96 does not take away from the fact that the employes find themselves significantly below the average in salary among their comparables at this time; instead, it shows that the trend since 1983 continued up through the last contract.

<sup>13</sup>Although the job title of patrol officer is becoming more common and is preferred by this arbitrator, I will use the job title picked by the parties.

Association's plan, all senior officers would be placed at the 24 month rate, allowing them automatic salary schedule increases the next three years. This may be a very appropriate way to help these employees catch-up to the average, but it is a drastic change, even though supported internally by three other units, and it becomes more difficult to accept when the numbers included in it seem too large.

The Association attempts to remedy that problem by offering a quid pro quo in the form of a freeze on longevity for current employees and elimination of it for new employees. According to the County, "As a quid pro quo go, this one ain't even in the ballpark." The County is right. For ten of the 32 employees in this unit, this would have no effect as they are at the maximum. The Association's quid pro quo takes between \$3540 and \$8700 out of the contract while its salary schedule and increase adds about \$81,000 to the County's costs.

And with a six-stop salary schedule, the need for a longevity program that begins after the employee's second year is redundant. Nothing in the record indicates whether any of the external comparables have a six-step salary schedule or whether either the external or internal comparables also have longevity.<sup>14</sup> This arbitrator gets no guidance from that, therefore, although the assumption is that they don't. Nonetheless, elimination of the longevity or limiting it until the employee reaches the maximum of the salary schedule would have made this a more valid quid pro quo. The amount would still have been small, but the effort would have been better received than the current one.

The Association also offers a second year increase of 2.5%, less than the County's 2.75% increase. But the County argues that with the proposed salary schedule and its new steps, the actual salary increase is 4.5%. This is the same argument the Association made against the County above. Here, however, we know that the 4.5 % increase has a significant impact since all employees with two or more years of experience are placed on the 24 month step and will get automatic step increases for the next three years. Even with this, the Association has offered too little for too much.

Neither of the parties argues any of the other statutory criteria.<sup>15</sup> I have duly noted and reviewed each of the criteria. Both offers are within the lawful authority of the employer and its ability to meet the terms and conditions set forth. No argument about the financial ability of the County to meet the costs of either final offer was offered. Both offers are above the cost-of-living. No changes have occurred during the pendency of these proceedings that impact on this decision.

The secondary issue of health insurance does not sway these proceedings so no position is taken

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<sup>14</sup>A review of the collective bargaining agreements of the other units in the County did not show longevity as a benefit enjoyed by any of these employees.

<sup>15</sup>The County asks the arbitrator to give weight under criteria 'h' to the large amounts of overtime paid to the unit members. I have noted the evidence regarding this but note that, in terms of both the internal and external comparables, I have no data by which to compare to see how significant this overtime is in comparison to other employees.

on it.


So in summary, the County showed a strong internal settlement pattern and a strong historical settlement pattern with its units. The Association showed that its propose for a six-step salary schedule was supported by three of the four other bargaining units. It also showed that during the past 14 years, it has lost ground and is now substantially below the average among its comparables in wages. While this arbitrator would have been open to the catch-up argument, such openness was limited to modest improvement. Both the salary structural change and the increase in the salary schedule went to the catch-up consideration. But incorporating either one of these changes required a quid pro quo to help the Association overcome the internal settlement pattern, the two combined required a substantial quid pro quo. As it was, the Association asked for too much money, and the quid pro quo was too little and too inconsistent to convince this arbitrator to go against the historical and current internal settlement pattern.

For these reasons, based upon the foregoing facts and discussion, the Arbitrator issues the following

AWARD

That the final offer of the County, attached hereto as Appendix "A", and all stipulations of the parties, shall be included in the 1997 and 1998 collective bargaining agreement between the parties.

Dated at Madison, Wisconsin, this 21th day of November, 1997.

By   
James W. Engmann, Arbitrator

MONROE COUNTY  
Final Offer  
to  
MONROE COUNTY PROFESSIONAL POLICE ASSOCIATION  
For 1997-1998  
May 7, 1997

MAY 10 1997  
WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In response to Monroe County Professional Police Association's Petition for Final and Binding Arbitration Pursuant to Section 111.77, Wis. Stats., dated February 3, 1997, the following is Monroe County's final offer:

1. ARTICLE 4 - WAGES AND LONGEVITY:  
Effective 1/1/97 - 2.5% across-the-board  
Effective 1/1/98 - 2.75% across-the-board
2. ARTICLE 18 - INSURANCE - Section 1:  
Include the attached Memorandum of Agreement dated December 2, 1996, as an attachment to the successor agreement, which does not change the status quo language of Article 18, Section 1.
3. ARTICLE 29 - DURATION OF AGREEMENT:  
Modify all dates in this article to reflect a two-year agreement effective January 1, 1997, through and including December 31, 1998.
4. Include all tentative agreements as agreed to by the parties:
  - 1) ARTICLE 1 - RECOGNITION AND DUES AGREEMENT - Section 1:  
Add "Lieutenants" after "Chief Deputy"; delete "Matrons"
  - 2) ARTICLE 3 - GRIEVANCE AND ARBITRATION PROCEDURE:  
Parties have agreed to modify all time limits to reflect "calendar days"
  - 3) ARTICLE 7 - HOLIDAYS - Section 1:  
Change "Good Friday" to Friday before Easter"
  - 4) ARTICLE 8 - SICK LEAVE - Section 2:  
Delete last sentence
  - 5) ARTICLE 8 - SICK LEAVE - Section 3:  
Add "relative who is a" prior to "member"
  - 6) LETTER OF UNDERSTANDING - Article 5:  
Continue as attachment to successor agreement
  - 7) LETTER OF UNDERSTANDING - Article 8:  
Incorporate underlined language into Article 8 of successor agreement
  - 8) HOUSEKEEPING ITEMS:  
Agreed as proposed on September 24, 1996 (copy attached)

POLICE

	<u>1/1/97</u>	<u>1/1/98</u>
SERGEANTS	13.17	13.53
PARTOLMEN & INVESTIGATORS	12.75	13.10
FIRST YEAR PATROLMEN & INVESTIGATORS	11.97	12.30
RADIO OPERATORS & JAILERS	11.92	12.25
FIRST YEAR RADIO OPERATORS & JAILERS	11.00	11.30

MEMORANDUM OF AGREEMENT

MONROE COUNTY  
AND  
MONROE COUNTY PROFESSIONAL POLICE ASSOCIATION

Monroe County and the Monroe County Professional Police Association, hereby agree to the following language to replace Article 18 Section 1 during the term of the 1997-1998 agreement:

Section 1 Health and Dental Insurance

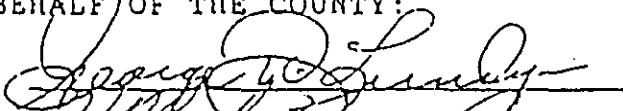

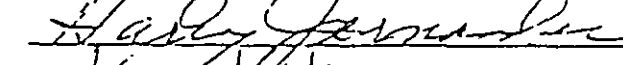

The County shall during calendar years 1997 and 1998 contribute such amount toward the family and single plan premiums of a dual-choice Health Maintenance Organization (HMO) and a Preferred Provider Organization (PPO) offering each covered employee the choice between the plans on an annual basis. The County shall also offer single and family dental insurance to all employees who work at least 20 hours per week. The employer and employee shall contribute toward such premiums based on percentages, with the employer paying eighty-seven percent (87%) of the monthly premium and the employee paying thirteen percent (13%) of the monthly premium. The County may, during the term of this agreement, commence a self-funded insurance program or seek bids for different carriers provided that any insurance program shall provide benefits substantially equal to those benefits provided in the insurance plans during the 1997 calendar year. Effective on or about May 1, 1987, the parties agreed to implement the hospital preadmission certification program provided by the carrier.

Early retirees, who are eligible and draw a monthly annuity from the Wisconsin Retirement Fund through age 65, may remain in the group provided the retiree pays the full premium for the applicable coverage. After age 65, the retiree is eligible for an additional 18 months group coverage provided the employee pays the full premium for the applicable coverage.


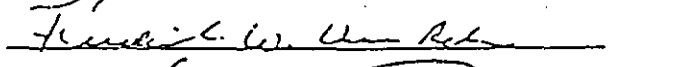

This agreement is non-precedential and may not be used as a status quo condition in any arbitration proceeding. This agreement shall remain in effect until December 31, 1998, or until a successor agreement is reached, and may be renewed or included in the body of the collective bargaining agreement through mutual agreement of both parties.

Dated this 2nd day of <sup>December</sup> ~~November~~, 1996.

ON BEHALF OF THE COUNTY:

  
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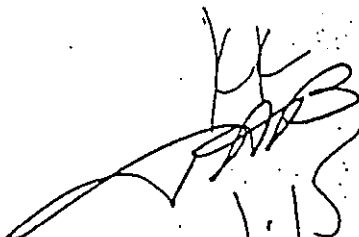
ON BEHALF OF THE UNION:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



HOUSEKEEPING ITEMS

- 1) RECOGNITION AND DUES AGREEMENT - Article 1 - Section 2 - change "handicap" to "disability"
- 2) SICK LEAVE - Article 8 - Section 1 - delete commas in last sentence on page eight
- 3) SENIORITY - Article 14 - Section 2 (5) - add "an" before "employee"
- 4) JOB POSTING - Article 16 - Section 1 - change "employee" to "employees" in tenth line; change "applications" to "applicants" in fifteenth line
- 5) INSURANCE - Article 18 - Section 1 - delete "i.e." in fifth line of page 15  
Section 2 (A) - change "interest" to "interests"
- 6) FUNERAL LEAVE - Article 19 - Section 3 - change "section" to "article"

  
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9/24/96

Monroe County Police Department Employees' Association

Final Offer

May 5, 1997

The Association proposes that all articles/sections of the 1995/1996 collective bargaining agreement shall be carried over into the successor collective bargaining agreement for 1997/1998, except for the following changes:

1. Article 4. Wages and Longevity

- a. All employees who are eligible for longevity in accordance with the provisions of Section 2 of this Article shall have their longevity frozen at the rate being paid out on January 1, 1997.
- b. All employees hired after January 1, 1997, shall not be eligible for longevity payments pursuant to Section 2 of this Article.
- c. Effective January 1, 1997, the following salary schedule will be implemented and:
  - ▶ Sergeant Classification Employees in the classification of Sergeant will be placed at the 24-month step;

Sergeant	Start	12 Months	24 Months	36 Months	48 Months	60 Months
Jan. 1, 1997	<del>26,726.22</del>	26,726.22	27,248.00	27,768.00	28,288.00	28,808.00
Jan. 1, 1997	<del>27,394.38</del>	27,394.38	27,929.20	28,462.20	28,995.20	29,528.20
Jan. 1, 1998	<del>28,079.23</del>	28,079.23	28,627.43	29,173.76	29,720.08	30,266.41

- ▶ All employees in the other classifications who have more than 24 months tenure will be placed at the 24-month step;
- ▶ All employees in the other classifications who have more than 12 months but less than 24 month tenure will be placed at the 12-month step;
- ▶ All employees in the other classifications who have less than 12 months tenure will be placed at the Start step;

Patrolman/Investigator	Start	12 Months	24 Months	36 Months	48 Months	60 Months
Jan. 1, 1997	24,300.54	25,873.95	26,395.20	26,915.20	27,435.20	27,955.20
Jan. 1, 1997	26,520.80	27,055.08	27,588.08	28,121.08	28,654.08	28,654.08
Jan. 1, 1998	27,183.82	27,731.46	28,277.78	28,824.11	29,370.43	29,370.43

Radio Operator/Jailer	Start	12 Months	24 Months	36 Months	48 Months	60 Months
Jan. 1, 1997	22,311.91	24,191.27	24,710.40	25,230.40	25,750.40	26,270.40
Jan. 1, 1997	22,869.71	24,796.05	25,328.16	25,861.16	26,394.16	26,927.16
Jan. 1, 1998	23,441.45	25,415.95	25,961.36	26,507.69	27,054.01	27,600.34

- ▶ Wage increase effective January 1, 1997, shall equal 2.5% across-the-board;
- ▶ Wage increase effective January 1, 1998, shall equal 2.5% across-the-board.

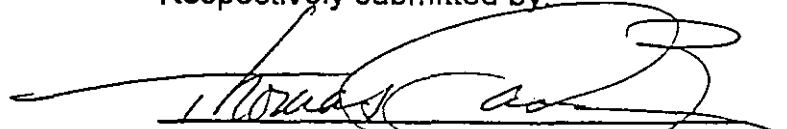
2. **Article 29. Duration of Agreement**

*Modify all dates in this Article to reflect a 2-year Agreement effective January 1, 1997, through and including December 31, 1998.*

3. Include all **Stipulated Issues of the Parties**, dated April 24, 1997, attached hereto as **Appendix "A"**, into the successor collective bargaining agreement for 1997/1998.
4. Include changes to *Section 1 - Health and Dental Insurance*, as set forth in Memorandum of Agreement, dated December 2, 1996, attached hereto as **Appendix "B"**, into the successor collective bargaining agreement for 1997/1998.
5. Include all **Housekeeping Items**, dated September 24, 1996, attached hereto as **Appendix "C"**, into the successor collective bargaining agreement for 1997/1998.

Dated at Appleton, Wisconsin, this 5th day of May, 1997.

Respectively submitted by:



Thomas A. Bauer, *Labor Consultant*  
Labor Association of Wisconsin, Inc.

Appendix "A"

**Stipulated Issues of the Parties**

April 24, 1997

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1. ARTICLE 1. RECOGNITION AND DUES AGREEMENT      *Section 1 - add "Lieutenants" after "Chief Deputy"; Delete "Matrons".*
2. ARTICLE 3. GRIEVANCE AND ARBITRATION PROCEDURE  
*Parties have agreed to modify all time limits to reflect "calendar days".*
3. ARTICLE 7. HOLIDAYS      *Section 1 - change "Good Friday" to "Friday before Easter".*
4. ARTICLE 8. SICK LEAVE      *Section 2 - delete last sentence.  
Section 3 - add "relative who is a" prior to "member".*
5. ARTICLE 18. INSURANCE
  - The Association agrees to implement the Employers PPO (Option 1), and the choice of Gunderson Lutheran HMO or Skemp St. Francis HMO (Option 2).
  - The Dental Plan as proposed by the County [see attachments].

Appendix "B"  
MEMORANDUM OF AGREEMENT

MONROE COUNTY  
AND  
MONROE COUNTY PROFESSIONAL POLICE ASSOCIATION

Monroe County and the Monroe County Professional Police Association, hereby agree to the following language to replace Article 18 Section 1 during the term of the 1997-1998 agreement:

Section 1 Health and Dental Insurance

The County shall during calendar years 1997 and 1998 contribute such amount toward the family and single plan premiums of a dual-choice Health Maintenance Organization (HMO) and a Preferred Provider Organization (PPO) offering each covered employee the choice between the plans on an annual basis. The County shall also offer single and family dental insurance to all employees who work at least 20 hours per week. The employer and employee shall contribute toward such premiums based on percentages, with the employer paying eighty-seven percent (87%) of the monthly premium and the employee paying thirteen percent (13%) of the monthly premium. The County may, during the term of this agreement, commence a self-funded insurance program or seek bids for different carriers provided that any insurance program shall provide benefits substantially equal to those benefits provided in the insurance plan during the 1997 calendar year. Effective on or about May 1, 1987, the parties agreed to implement the hospital preadmission certification program provided by the carrier.

Early retirees, who are eligible and draw a monthly annuity from the Wisconsin Retirement Fund through age 65, may remain in the group provided the retiree pays the full premium for the applicable coverage. After age 65, the retiree is eligible for an additional 18 months group coverage provided the employee pays the full premium for the applicable coverage.

This agreement is non-precedential and may not be used as a status quo condition in any arbitration proceeding. This agreement shall remain in effect until December 31, 1998, or until a successor agreement is reached and may be renewed or included in the body of the collective bargaining agreement through mutual agreement of both parties.

Dated this 2nd <sup>December</sup> day of ~~November~~, 1996.

ON BEHALF OF THE COUNTY:

[Signature]  
[Signature]  
[Signature]  
[Signature]

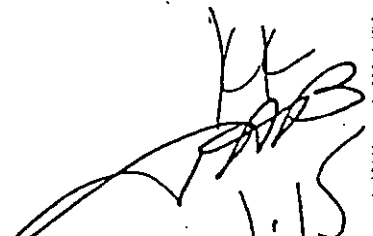
ON BEHALF OF THE UNION:

[Signature]  
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[Signature]

Appendix "C"

HOUSEKEEPING ITEMS

- 1) RECOGNITION AND DUES AGREEMENT - Article 1 - Section 2 - change "handicap" to "disability"
- 2) SICK LEAVE - Article 8 - Section 1 - delete commas in last sentence on page eight
- 3) SENIORITY - Article 14 - Section 2 (5) - add "an" before "employee"
- 4) JOB POSTING - Article 16 - Section 1 - change "employee" to "employees" in tenth line; change "applications" to "applicants" in fifteenth line
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Section 2 (A) - change "interest" to "interests"
- 6) FUNERAL LEAVE - Article 19 - Section 3 - change "section" to "article"

  
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9/24/96

**APPENDIX "C"**

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

<b>1. RADIO OPERATOR</b>	1995	1996	1997	1998
Jackson County	13.20	13.20	not settled	not settled
Juneau County	Civilian Employees			
City of Sparta	n/a	n/a	n/a	n/a
City of Tomah	12.00	12.42	12.85	not settled
Vernon County	14.39	14.39	14.82	14.82
<b>AVERAGE</b>	13.20	13.34	[13.84]	[ - - - ]
Monroe County	11.35	11.63		
Association Final Offer			12.95	13.27
County Final Offer			11.92	12.22

<b>2. JAILER</b>	1995	1996	1997	1998
Jackson County	12.80	13.20	not settled	not settled
Juneau County	13.39	13.74	14.15	not settled
City of Sparta	n/a	n/a	n/a	n/a
City of Tomah	n/a	n/a	n/a	n/a
Vernon County	14.39	14.39	14.82	14.82
<b>AVERAGE</b>	13.52	13.78	[14.49]	[ - - - ]
Monroe County	11.35	11.63		
Association Final Offer			12.95	13.27
County Final Offer			11.92	12.22

**APPENDIX "C" (continued)**

<b>3. DEPUTY</b>	1995	1996	1997	1998
Jackson County	13.20	13.60	not settled	not settled
Juneau County	13.39	13.73	14.14	not settled
City of Sparta	12.15	12.54	12.98	not settled
City of Tomah	13.10	13.56	14.03	not settled
Vernon County	14.39	14.39	14.82	14.82
<b>AVERAGE</b>	13.25	13.56	13.99	[ - - ]
Monroe County	12.14	12.44		
Association Final Offer			13.78	14.12
County Final Offer			12.75	13.07

<b>4. INVESTIGATOR</b>	1995	1996	1997	1998
Jackson County	13.18	13.18	not settled	not settled
Juneau County	14.64	15.02	15.47	not settled
City of Sparta	12.59	13.00	13.46	not settled
City of Tomah	n/a	n/a	n/a	n/a
Vernon County	15.00	15.00	15.45	15.45
<b>AVERAGE</b>	13.85	14.05	14.79	[ - - ]
Monroe County	12.14	12.44		
Association Final Offer			13.78	14.12
County Final Offer			12.75	13.07



**APPENDIX "C" (concluded)**

<b>5. SERGEANT</b>	1995	1996	1997	1998
Jackson County	Excluded Employees			
Juneau County	14.64	15.02	15.47	not settled
City of Sparta	12.59	13.00	13.46	not settled
City of Tomah	n/a	n/a	n/a	n/a
Vernon County	15.00	15.00	15.45	15.45
<b>AVERAGE</b>	14.08	14.34	14.79	[ - - - ]
Monroe County	12.54	12.85		
Association Final Offer			14.19	14.55
County Final Offer			13.17	13.50