BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between COUNTY OF MARION, ILLINOIS AND THE MARION COUNTY SHERIFF and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL	ILRB Case No. S-MA-12-042

Appearances:

Hess Martone, P.C., by Mr. Andrew J. Martone and Mr. Richard V. Steward, Jr., on behalf of the Employers.

Mr. John J. Weathers, Attorney, Illinois Fraternal Order of Police Labor Council, on behalf of the Union.

ARBITRATION AWARD

The above-entitled parties, herein "Employers" and "Union," selected the undersigned to issue a final and binding award pursuant to 5 ILCS 315/14 of the Illinois Public Labor Relations Act, herein "Act," and a hearing was held in Salem, Illinois, on July 17, 2013. The hearing was transcribed and the parties filed briefs which were received by November 14, 2013.

Based upon the entire record and the arguments of the parties, I issue the following Award.

BACKGROUND

The Union represents for collective bargaining purposes a law enforcement unit consisting of sworn Deputies, Correctional Officers, and Telecommunicators, (Dispatchers).

The parties were signatories to a collective bargaining agreement which expired on November 30, 2011, and they engaged in negotiations over the terms of a successor contract.

They subsequently agreed to all of the terms for a new three-year agreement except for those relating to vacation accrual for new employees; bereavement leave; and wages for the three different groups of employees.

FINAL OFFERS

The Employers' Final Offers

1. Vacation Accrual For New Employees

As its final offer on the economic issue of Vacation Accrual for New Employees, the Employers propose amending Section 16.1 of the current Collective Bargaining Agreement as follows:

Section 16.1. Schedule of Vacation Time Earned

~~Officers~~ Employees hired prior to July 17, 2013 shall accrue credit for vacations according to the following schedule:

Year of Service Completed	Weeks of Vacation
One (1) Year	One (1) Week
Two (2) Years	Two (2) Weeks
Four (4) Years	Three (3) Weeks
Ten (10) Years	Four (4) Weeks
Fifteen (15) Years	Five (5) Weeks

Employees hired after July 17, 2013 shall accrue credit for vacations according to the following schedule:

Year of Service Completed	Weeks of Vacation
One (1) Year	One (1) Week
Two (2) Years	Two (2) Weeks
Four (4) Years	Three (3) Weeks
Ten (10) Years	Four (4) Weeks
Twenty 20) Years	Five (5) Weeks

2. Bereavement Leave

As its final offer on the economic issue of Bereavement Leave, the Employers propose amending Section 18.2 of the current Collective Bargaining Agreement as follows:

Section 18.2. Bereavement Leave/Death in Immediate Family

The Employer agrees to provide to an officer leave without loss of pay as a result of death of the employee's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step) ~~in the immediate family~~, not to exceed four (4) days. The Employer agrees to provide an officer leave without loss of pay as a result of death of the employee's father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, aunts and uncles, not to exceed three (3) days.

. . .

3. Deputy Wages

As its final offer on the economic issue of Deputy Wages, the Employers propose the following:

Effective 12/1/11 - $500 increase to Base Pay
Effective 12/1/12 - $750 increase to Base Pay
Effective 12/1/13 - $750 increase to Base Pay

4. Corrections Wages

As its final offer on the economic issue of Corrections' Wages, the Employers propose the following:

Effective 12/1/11 - $500 increase to Base Pay
Effective 12/1/12 - $750 increase to Base Pay
Effective 12/1/13 - $750 increase to Base Pay

5. Dispatchers Wages [1]

As its final offer on the economic issue of Dispatchers' Wages, the Employers propose the following:

Effective 12/1/11 - $500 increase across the board
Effective 12/1/12 - $750 increase across the board
Effective 12/1/13 - $750 increase across the board

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[1] The parties agreed at the hearing to a $1,000 equity adjustment for the Dispatchers, (Telecommunicators), to be added to the base effective December 1, 2011. See transcript of July 17, 2013, hearing, herein "Transcript," pp. 56-57.

The Union's Final Offers

1. Vacation Accrual
   Status Quo

2. Bereavement Leave
   Status Quo

3. Wages
   Effective 12/1/11: 2.85% increase
   Effective 12/1/12: 2.85% increase
   Effective 12/1/13: 2.85% increase

DISCUSSION

Section 14(h) of the Act states that the Arbitrator's findings are to be based upon the following statutory criteria:

> Where there is no agreement between the parties, or where there is an agreement, but the parties have begun negotiations for a new agreement or amendment of the existing agreement, and wage rates, other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinion and order upon the following factors, as applicable: [2]
>
> (1) The lawful authority of the Employer;
>
> (2) Stipulations of the parties;
>
> (3) The interest and welfare of the public and the financial ability of the unit of government to meet those costs;
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> (4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
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> (a) in public employment in comparable communities;
> (b) in private employment in comparable communities.

[2] The parties have waived the arbitration panel.

(5) The average consumer prices for goods and, commonly known as the cost of living;

(6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received;

(7) Changes in the foregoing circumstances during the pendency of the arbitration proceedings;

(8) 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.

Here there are no issues relating to the Employers' lawful authority; the stipulations of the parties; changes arising during the pendency of the arbitration proceeding; or other factors.

As to comparability, the internal comparables consist of two bargaining units represented by Laborers Local 1197. One consists of clerks in the State Attorney's Office and the other consists of all full-time and part-time employees in the Clerk's Offices; the Treasurer's Office; the Office of the Supervisor of Assessments; the Coroner's Office; the Highway Department; and the secretaries, clerks, cooks, laborers, janitors, and process servers in the Sheriff's Office.

The parties have agreed to the following external comparables: Effingham County, Fayette County, Franklin County and Perry County.

Turning first to vacation accrual for new employees, the Employers' offer grandfathers current employees and increases from 15 to 20 years' service the time it will take for new employees hired after July 17, 2013, to earn five weeks of vacation.

The Employers' state that its offer is in line with the internal comparables because the employees here are the only County employees to receive five weeks' vacation after 15 years. They add that the external comparables support its offer because only Franklin County provides for five weeks of vacation before 20 years and because its proposal "is more consistent with the average vacation accrual of the comparable counties."

The Union maintains that "there is no consensus amongst the comparables" and that the Employers "now seek a vacation takeaway" after the parties bargained the current language in the last round of negotiations. The Union adds that the Employers have not offered any compelling reasons for changing the status quo and for creating a two-tiered vacation schedule.

All of the internal comparables do indeed support the Employers' offer since only the employees here receive a fifth week of vacation and since they receive a fourth week of vacation faster than other County employees.

As for the external comparables, Effingham County does not provide for five weeks of vacation accrual, while Fayette County and Perry County provide five weeks of vacation after 25 and 20 years respectively.[3] Only Franklin County provides 200 hours of vacation before 20 years, at 16 years.

The Employers' proposal thus is closer to the average vacation accrual. If we were dealing with a clean bargaining slate where this issue is being addressed for the first time, the Employers' proposal would carry the day given its support among the internal and external comparables.

[3] Employers' Exhibit 25.

But we are not dealing with a clean slate. Rather, the parties in the last round of negotiations bargained over this issue, at which time the Employers agreed to the very language it now wants to change.

The Employers have not offered any explanation as to why they agreed to the current language in the last round of negotiations and they have not claimed that any intervening events warrant changing what they agreed to earlier. They likewise have not justified why new hires should be treated differently from current employees.

Accordingly, and because it helps preserve stability in the parties' bargaining relationship, I find that the Union's offer is more reasonable.

As for bereavement leave, the Employers' proposal seeks to reduce it from a maximum of four days to a maximum of three days for an officer's father-in-law, mother-in-law, daughter-in-law, grandparent, grandchild, aunts and uncles.

The Employers contend that its proposal is supported by the internal comparables because the other two bargaining units currently are given up to only three days off, and that it also is supported by the external comparables because they all provide up to only three days' bereavement leave.

Acknowledging that the current agreement "provides a more generous benefit" than the external comparables, the Union counters that the Employers are trying to break the status quo without showing "that change is needed in order to help fix a broken system." It thus argues that the Employers have failed to show the current language has not worked as originally anticipated or created any operational hardships.

Since none of the internal or external comparables provide for up to four days of bereavement leave for the relatives in issue, I find that the Employers' proposal is more reasonable.

Wages are the major issues in dispute.

Under the Employers' three separate wage offers, each step in the pay plan for all three groups of employees would go up $500 the first year; $750 the second year; and $750 the third year and be folded into the pay schedule. [4]

The Union proposes a 2.85% across-the-board wage increase for all employees for each year of the three-year contract.

The total difference between the parties' wage proposals is $99,057.

The Employers contend that the internal comparables favor their offers because the other two internal bargaining units have agreed to the raises proposed here, and that the Union has "ignored" the longevity steps which provide automatic wage increases and which must be considered under the statutory factor relating to overall compensation. They state that those increases "go beyond" the external comparables because Effingham County and Fayette County do not have the same number of annual step increases and because Perry County provides flat dollar amounts for each step. They also assert that the external comparables support their offers by maintaining and improving the employees' relative wage rankings, and that the external comparables do not support the Union's proposals because they are too high and because the Union's financial data is flawed.

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[4] The final offers for these separate groups are to be treated separately. See Transcript, p. 16; Employer's Master Index, pp. i – ii.

They add that the CPI favors their proposals and that the Union has failed to measure the change in "constant dollars" and has incorrectly "inflated the cost of living by adding in the cost of living for December 2010 – December 2011" which was the last year of the expired agreement. They further state that their proposals best serve the interest and welfare of the public.

The Union maintains that the internal comparables should not be given any weight because they are not law enforcement units. The Union argues that only external comparables involving law enforcement units should be considered; that the average raise under its proposal each year falls roughly between 2% and 2.5% and is closer to the external comparables; [5] and that the CPI supports its wage offers because the CPI has risen higher than the Employers' offers. The Union adds that the longevity pay should not be counted because it is not a general wage increase and merely encourages employees to continue their employment.

It further states that the Employers are now trying to convert the recently negotiated percentage increases into flat dollar amounts even though the Employers have failed to demonstrate such a change in the status quo is warranted, and that Effingham, Fayette and Franklin counties provide for percentage increases rather than the flat dollar amounts being offered by the Employers. The Union also argues that the Employers have the ability to pay the Union's wage proposals.

5 The Union's data for the third year assumes a 2.15% wage increase for Franklin County even though there is no factual support for that assumption and does not correctly calculate the across-the-board wage increases for certain Perry County law enforcement personnel, (Union Exhibits 14-16). I therefore have mainly relied upon the Employers' more accurate data.

Turning first to the CPI, the Union argues that the change in inflation from December 2010 – December 2011 was 2.96%, and that the aggregate loss/gain to inflation from December 2010 – December 2012 is 4.76% and 6.28% from December 2011 – April 2013. It further states that the CPI in the first year of the agreement rose by 1.76% and then 1.70% the second year for a total of 3.46%, and that the Employer's offer is short of that level, particularly for more senior employees who are to receive flat dollar amounts rather than percentage increases.

I find that the CPI should be based from the start of the new agreement on December 1, 2011 to May 2013, as opposed to the Union's claim that the CPI should take into account the last year of the parties' expired agreement. For while the latter sometimes may be considered by the parties in determining what wages should be paid at the beginning of the new agreement, the CPI is better measured for present purposes by looking backward at what has transpired over the course of the current agreement. [6]

The CPI for that time period is 3.12% and supports the Employers' lower wage offers since the Union's offers of 2.85% and 2.85% for the first two years of the agreement will apparently exceed that number.

As for the longevity steps, the Employers assert that they must be considered as part of their overall compensation because three-year Deputies, Correctional Officers, and Telecommunicators will receive 1.59%, 1.82% and 2.14% wage increases over the life of the agreement even without any across-the-board raises.

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[6] See City of Chester and Illinois Fraternal Order of Police Labor Council, S-MA-10-206, (Feuille, 2011), p. 18.

The Union counters that longevity rewards long-term service and hence shall not be considered with wages, and that in any event "not everyone gets them" since longevity stops at year 25 and thereby results in lower raises for those employees.

The record shows that Perry County, (which provides for flat dollar amounts), and Franklin County provide for longevity for each year up to 31 years' service; Fayette County provides for it 15 out of 31 years' service; and Effingham County provides for it 7 out of 20 years' service. [7]

While presenting a mixed picture regarding their exact composition, the external comparables all show that longevity steps are commonplace. They therefore are part of an employee's overall compensation and must be considered along with the parties' wage offers. [8]

However, the parties have not presented data other than the actual contracts themselves showing what percentage wage increases they generate over the life of a contract, thereby preventing an accurate measurement between how they compare to the step movement here.

As for the "interest and welfare of the public," the Employers argue that their wage proposals should be adopted because "there are signs" the County's financial posture "could develop problems in the future" because revenue increases are lagging behind increased expenditures and because a "significant portion" of the County's revenues comes from the State and therefore is not certain. While not arguing inability to pay, the Employers add that the County's tax base is not as high as several other counties; that about 50% of the County's

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[7] Employers' Exhibit 34.

[8] See City of Chicago and Fraternal Order of Police Lodge 7, S-MA-09-281, (Benn, 2010), p. 48.

expenditures relate to the Sheriff Department's operations; and that the County "is already spending more on Law Enforcement and Corrections than any of the comparable counties" even though Effingham and Franklin Counties have fewer employees.

The Union states that the County "is well positioned to grant" the Union's "modest raises" because it is in good financial shape as shown by the increases in its general revenue fund; its lack of current liabilities; its lower overall expenditures in 2012; and the 9% reduction in bargaining unit salaries. The Union also points to the County's 21% increase in its tax rate since 2006 and the fact that the County's salaries are within one percentage of where they were in 2004-2005.

The "signs" noted by the Employer, in fact, may not materialize which is why this dispute must be resolved based upon this record which shows that the Employers can offer to pay the Union's wage offers. Furthermore, the Employers' jail houses outside prisoners and generates about $500,000 in outside revenues, thereby showing that some of the Employers' jail expenses are covered elsewhere and are not necessarily out of line with the external comparables. [9]

This statutory factor therefore does not favor either proposal.

The Employers also argue that overall compensation favors their proposals because bargaining unit members "are faring better than the general population as a whole" because Marion County ranks third out of the five comparables in per capita income, fourth out of five in

[9] Transcript, p. 59, pp. 68-69.

medium income and medium home values, and that its Deputies and Correctional Officers nevertheless rank second out of five in base pay and that the Telecommunicators rank third out of five.

Despite these claims, the parties have not presented data showing the full range of overall compensation which would include such items as health insurance, and there thus is no basis for finding that the overall compensation received here is so out of line as to support either side's proposals.

The internal comparables support the Employers' position and must be given some weight under statutory factor 14(h)(4). [10] But the internal comparables are not law enforcement units and it is well established that external comparables consisting of similarly-situated law enforcement units will be given greater weight. [11]

It is within this context that the wage proposals for each group of employees must be considered.

The Union's offer for the Telecommunicators in 2011 is $559 above the average at the start of the second year and $571, $908, $1,723, $2,520, $3,354, $3,502 and $5,180 below the

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[10] See LaSalle County and Illinois Fraternal Order of Police Labor Council, S-MA-12-216, (Perkovich, 2013) p. 15, where Arbitrator Robert Perkovich stated that the Act requires a comparison with "employees generally in the public and private employment . . ." without regard to whether they are in the protective services.

[11] See Woodford County and Fraternal Order of Police Labor Council, S-MA-09-057, (Feuille, 2009); County of Tazewell and Fraternal Order of Police Labor Council, S-MA-09-054, (Meyers, 2009); and County of Monroe and Fraternal Order of Police Labor Council, S-MA-12-024, (Finkin, 2013).

average at the start and the start of the 5, 10, 15, 20 and 25 steps. [12] The percentage difference is 1.79% above the average at the start of the second year and 1.95%, 2.73%, 4.89%, 6.84%, 8.71%, 8.86% and 12.58% below the average at the other steps.

Its 2012 offer is $812 above the average at the start of the second year step and $365, $606, $1,599, $2,590, $3,632, $4,091 and $6,207 below the average at the remaining steps. The percentage difference is 2.55% above the average of the start of the second year and 1.22%, 1.79%, 4.43%, 6.83%, 9.12%, 9.95% and 14.36% below the average at the remaining steps.

The offer in 2013 is $350 above the average at the start of the second year and $798, $1,094, $1,953, $3,133, $4,197, $4,665 and $6,789 below the average at the remaining steps.

Telecommunicators in 2011 would rank 3 of 5 at the first two steps and 4 of 5 for the remaining steps. In 2012 they would rank 3 of 5 at the first two steps and 4 of 5 at the remaining steps. In 2013 they would rank 3 of 5 at the start of the second year and 4 of 5 at the remaining steps.

Under the Employers' first year proposal, the starting salary is $865 less than the average; after one year it is $180 above the average; and it then is less than the average by $1,306, $2,151, $2,971, $3,828, $3,999, and $5,678 at the 5, 10, 15, 20, 25, and top steps. [13] The percentage difference is below the average at each step by 2.96%, 0.58%, 3.92%, 6.11%, 8.06%, 9.94%, 10.12%, and 13.79%.

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[12] Employers' Exhibit 37.

[13] Id.

For the second year the starting salary is $727 below the average; $278 above the average after a year; and then below the average by $1,177, $2,233, $3,271, $4,359, $4,865, and $6,980 at the remaining steps. The percentage difference is below the average at each step by 2.43%, 0.87%, 3.47%, 6.19%, 8.63%, 10.95%, 11.83% and 16.15%.

In the third year the Employers' proposal is below the average by $1,160, $184, $1,666, $2,587, $3,813, $4,924, $5,438 and $7,572 at each step. The percentage difference is below the average at each step by 3.83%, 0.57%, 4.84%, 7.10%, 9.92%, 12.20%, 13.04%, and 17.28%.

Telecommunicators in 2011 would rank 3 of 5 at the first two steps and then 4 of 5 at the remaining six steps. In 2012 they would rank 3 of 5 at the first two steps and then 4 of 5 at the remaining six steps. In 2013 they would rank and 3 of 5 at the second step and 4 of 5 for all other steps.

The Employers acknowledge that the Telecommunicators "started behind the comparable average" but argue that their $1,000 equity adjustment and the Employer's offer would "make significant gains to the comparable coverage." They also state that the percentage gains to the average under their offer ranges between 10.51% - 133.46%, and that the Union's offer is significantly greater than the wage increases given to Telecommunicators in comparable counties.

The Union counters that the Telecommunicators still badly lag the comparables in spite of the $1,000 equity adjustment because even under the Union's proposal they will be third among the comparables for starting pay in year one, but fourth lowest at the top of the range in years 5, 10, 15 and 20.

Since the Employers acknowledge that the Telecommunicators going into the current negotiations "started behind the comparable average," it is not surprising that both parties have recognized the need for catch up, which is why the Employers agreed to increase their pay by $1,000 in addition to their across-the-board wage increases. Their increases toward the average therefore are not controlling given how far they had to go. More important is where they will stand on wages vis-à-vis the comparables under the parties' respective offers.

The Employers' offer results in significant gains since the overall wage increases over three years result in 5.18%, 5.11%, 4.43%, 4.37%, 3.80% and 3.27% wage increases at the start of the 5, 10, 15, 20, and 25 year steps, and the Employers' offer is supported by the CPI and the longevity steps. In addition, the Union's proposal calls for increases of 2.85% for each year when the average external comparable provides for 1.66%, 2.25% and 2.5% wage increases.

However, the larger context of where the Telecommunicators will stand versus their peers over the three-year agreement also must be considered. The Telecommunicators not only are well behind the average comparables, but their relative position gets worse over the three-year agreement because the Employers have proposed flat dollar amounts rather than the percentage increases provided for in the expired agreement.

They thus will fall from $5,678 below the average top step in 2011 to $7,572 below the average in 2014. Furthermore, their percentage difference from the average steadily declines at almost each step in the three-year agreement. They also will rank 4 of 5 for six steps in 2011 and 2012, and 4 of 5 for all but two steps in 2013.

This widening wage gap is simply unreasonable. [14]

The Employers have not offered any persuasive reason as to why they are now switching to flat dollar amounts other than relying upon the two internal comparables. But as related above, the internal non-law enforcement units cannot be given the same weight as the external law enforcement units.

On that score, three of the four external comparables provide for percentage wage increases. The Union's proposal for percentage increases therefore is supported by the more heavily weighted external comparables.

Furthermore, the Employers agreed to the percentage increases in the last round of negotiations leading to the expired agreement. Absent any persuasive reason as to why such percentage increases are no longer viable and why flat dollar amounts should be substituted, I find that the Employers have failed to meet their burden of proving that such a change is warranted. [15]

On balance, the Union's proposal, while not perfect, is more reasonable because it preserves the status quo regarding percentage wage increases and avoids the ever-widening wage gap proposed by the Employers and because it brings the Telecommunicators closer to the average rather than further behind.

As for the Deputies, the Union's offer in 2011 is $481 above the average the start of the second year and $341, $1,202, $2,094, $2,873, $3,734, $3,829 and $5,322 below the average at

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[14] See Illinois Fraternal Order of Police Labor Council and City of Loves Park, S-MA-01-160, (Meyers, 2002).

[15] See Illinois Fraternal Order of Police Labor Council and County of DeWitt, S-MA-11-055, (Reynolds, 2012), where Arbitrator Reynolds ruled that the recently negotiated percentage wage increases represents a precedent which could not be overcome.

the remaining steps. [16] The percentage difference from the average is 1.04% above the average at the start of the second year and .90%, 2.76%, 4.59%, 6.08%, 7.63%, 7.68% and 10.37% below the average at the remaining steps.

Its 2012 offer is $161 and $992 above the average at the first two steps and then below the average for all remaining steps by $684, $1,722, $2,664, $3,707, $3,980 and $5,932. The percentage difference is 0.42% and 2.36% above the average at the first two steps and then 1.54%, 3.70%, 5.52%, 7.39%, 7.76% and 11.14% below the average for the remaining steps.

In 2013 the offer is $322 above the average at the start of the second year and $458, $1,095, $2,456, $3,425, $4,496, $4,779 and $6,753 below the average at the remaining steps. The percentage difference is 0.76% above the average at the start of the second year and 1.17%, 2.45%, 5.20%, 6.98%, 8.82%, 9.17% and 12.49% below the average at the remaining steps.

Deputies in 2011 would rank 3 of 5 and 2 of 5 at the start and the start of the second year, and then 4 of 5 at the remaining steps. In 2012 they would rank 2 of 5 at the first two steps; 3 of 5 at the next two steps; and 4 of 5 at the remaining steps. In 2013 they would rank 3 of 5 at the first two steps and 4 of 5 at the remaining steps.

Under the Employers' 2011 proposal wages are $882, $227, $1,878, $2,800, $3,602, $4,886, $4,604 and $6,098 below the average at all steps of the salary schedule. The percentage differences are below the averages at each step by 2.33%, 0.55%, 4.30%, 6.14%, 7.63%, 9.17%, 9.24%, and 11.88%. [17]

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16 Employers' Exhibit 35.

17 Id.

In 2012 the offer is below the average at each step by $702, $105, $1,819, $2,919, $3,908, $4,997, $5,317, and $7,269. The percentage differences are below the average at each step by 1.82%, 0.25%, 4.10%, 6.28%, 8.09%, 9.96%, 10.36%, and 13.65%

In 2013 the offer is below the average of each step by $1,321, $776, $2,230, $3,652, $4,668, $5,786, $6,116, and $8,090. The percentage differences are below the average at each step by 3.38%, 1.82%, 4.99%, 7.73%, 9.52%, 11.35%, 11.74%, and 14.96%.

The Deputies in 2011 would rank 3 of 5 and 2 of 5 at the first two steps and then 4 of 5 at the remaining 6 steps. In 2012 they would rank 3 of 5 and 2 of 5 at the first two steps; 4 of 5 at the next four steps; and 5 of 5 at the last two steps. In 2013 they would rank 3 of 5 at the first two steps and 4 of 5 at all the remaining steps.

The Union states that the external comparables support its wage offer for the Deputies because their salaries "trail their peers badly," placing them last after five years' service and keeping them there for the rest of their careers. The Union adds that the Employers' flat wage offer also results in paying more senior employees less than more junior employees in percentage terms. [18]

The Employers claim that the Deputies under the Union's offer will receive 0.60% - 0.85% above the rates negotiated with the comparables and will receive more than the internal or external comparables, whereas the Employers' offer "maintains the position of the deputies

[18] The Union points out, for example, that the 2.75% raise given to a Deputy on probation in 2010 amounted to about $978 while a Deputy with 25 years of service received about $1,197, whereas the Employers' $500 raise for a Deputy on probation represents a 1.36% increase while a Deputy with 25 years' service receives a 1.11% increase.

amongst the external comparables. The Employers also argue that the Union's 2012 offer would increase the Deputies' rankings at three different steps, and that the gain to the average for Deputies in 2012 under the Union's offer results in placing them 2% "ahead of the average" and unjustifiably causes them to improve their ranking among the comparables.

But despite any such improvements, the Employers' offer still places the Deputies at an ever-increasing disadvantage regarding their peers by leaving the top step about $8,909 below the average in the third year and by keeping them at or near the bottom of the average wage rates for the last six steps throughout the three-year agreement. The modest wage increases in the Employers' offer therefore are insufficient to outweigh these poor standings. Furthermore, and as related above, the Employers' gain to the average comparison is not nearly as important as direct wage comparisons which show that the Deputies are well behind in almost all categories.

This, too, is caused by the Employers' desire to disregard the percentage increases provided for in the expired agreement which, as stated above, is not supported by the external comparables and lacks any valid basis for doing so.

The Union's offer therefore is more reasonable even though the Employers' proposal is supported by the CPI and longevity steps, the internal comparables, and the lower percentage wage increases found elsewhere since they, on balance, are insufficient to outweigh the deficiencies in the Employers' offer.

The Union's offer for the Correctional Officers in 2011 is $1,989, $2,707, $1,509 and $655 above the average at the first four steps and $199, $1,096, $1,244 and $2,923 below the average at the remaining four steps.[19] The percentage difference is 6.54%, 8.13%, 4.26% and 1.75% above the average at the first four steps and 0.51%, 2.69%, 2.98% and 6.13% below the average at the remaining four steps.

The offer in 2012 is $2,275, $3,041, $1,902 and $867 above the average at the first four steps and then $182, $1,291, $1, 750 and $3,866 below the average at the remaining four steps. The percentage difference is 7.32%, 8.95%, 5.27% and 2.27% above the average at the first four steps and then 0.45%, 3.07%, 4.03% and 8.49% below the average at the remaining four steps.

The offer in 2013 is $1,816, $2,521, $1,356 and $295 above the average at the first four steps and $781, $1,913, $2,381 and $4,515 below the average at the remaining steps. The percentage difference is 5.76%, 7.30%, 3.71% and 0.76% above the average at the first four steps, and then 1.92%, 4.48%, 5.41% and 9.78% below the average at the remaining steps.

Correctional Officers in 2011 would rank 2 of 5 at the first three steps; 3 of 5 at the next two steps, and 4 of 5 at the last three steps. In 2012 they would rank 2 of 5 at the first three steps; 3 of 5 at the next three steps; and 4 of 5 and 5 of 5 at the last two steps. In 2013 they would rank 2 of 5 at the first three steps; 3 of 5 at the next three steps; and 4 of 5 and 5 of 5 at the last two steps.

The Employers' proposal for the first year is $1,591, $2,209, and $986 above the average for the first three steps and then $102, $775, $1,695, $1,866 and $3,545 below the average at the

[19] Employers' Exhibit 36.

remaining steps.[20] The percentage differences are 5.23%, 6.63% and 2.79% above the average for the first three steps and then 0.27%, 1.99%, 4.16%, 4.47% and 8.16% below the average at the remaining steps.

The 2012 proposal is $1,702, $2,266, and $1,077 above the average for the first three steps and then $20, $1,115, $2,270, $2,776, and $4,892 below the average at the remaining steps. The percentage differences are 5.48%, 6.66% and 2.99% above the average for the first three steps and then .05%, 2.78%, 5.39%, 6.40% and 10.75% below the average at the remaining steps.

The 2013 proposal is $1,243, $1,747, $532 for the first three steps and then $592, $1,714, $2,893, $3,407 and $5,541 below the average at the remaining steps. The percentage differences are 3.94%, 5.06%, and 1.45% above the average for the first three steps and then 1.53%, 4.21%, 6.77%, 7.74%, and 12% below the average at the remaining steps.

Correctional Officers in 2011 would rank 2 of 5 for the first three steps; 3 of 5 at the next two steps; and then 4 of 5 at the last three steps. In 2012 they would rank 2 of 5 at the first three steps; 3 of 5 at the next two steps; 4 of 5 at the next two steps; and then 5 of 5 at the last step. In 2013 they would rank 2 of 5 at the first three steps; 3 of 5 for the next two steps; 4 of 5 at the next two steps; and 5 of 5 at the last step.

Calling the Corrections' unit more of a "mixed bag," the Union argues for catch up because Correctional Officers rank third among the comparables at the 5, 10 and 15 year steps,

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[20] Id.

but then slip to fourth place after 20 years' service. It further states that the Correctional Officers under both parties' proposals would drop from fourth to fifth by the last year of the agreement and that "there is some modest gains under the Union's proposal."

The Employers state that the Union's wage increases are between 0.35% and 1.19$ higher than the rates negotiated among the external comparables, whereas the Employers' offer keeps them "in line" with both the internal and external comparables. [21]

The Employers' offer thus is better than its offers for the Telecommunicators and Deputies because it places the Correctional Officers ahead of their peers in the first several steps and because there is less of a need for catch up. The Employers' offer also is supported by the CPI which is augmented by the longevity steps; the internal comparables; and the lower across-the-board wage increases among the external comparables.

However, the Employers' offer still leaves many Correctional Officers at or near the bottom steps over the course of the agreement, as does even the Union's offer.

The Employers' failure to offer percentage increases also again results in placing Correctional Officers steadily behind the averages at the 10, 15, 20 and top steps at ever-increasing margins. For example, the top step will be $3,545 below the average in the first year; $4,892 below the average in the second year; and $5,541 below the average in the third year, thereby showing how the Employers' offer places more senior employees at greater disadvantage vis-à-vis their peers over the course of the agreement.

[21] They also state that the gain to the average for Correctional Officers in 2012 under the Union's offer results in placing them 0.83% - 2.05% ahead of the average which, as related above, cannot be given much weight.

Given this unreasonable result and absent any valid basis for doing away with the percentage increases in the expired agreement, I find that the statutory factors supporting the Employers' offer are insufficient to outweigh the unreasonableness of the Employers' offer and that the Union's offer is more reasonable.

Based upon the foregoing, I issue the following

AWARD

1. The Union's offer regarding vacation approval for new employees is selected and shall be incorporated in the new agreement.

2. The Employers' offer regarding bereavement leave is selected and shall be incorporated in the new agreement.

3. The Union's wage offer for the Telecommunicators, (Dispatchers), is selected and shall be incorporated in the new agreement.

4. The Union's wage offer for the Deputies is selected and shall be incorporated in the new agreement.

5. The Union's offer for the Correctional Officers is selected and shall be incorporated in the new agreement.

6. Pursuant to the parties' stipulation, the Employers shall issue the retroactive checks within 90 days of the Award unless an extension is granted, and I shall retain the entire record for six months unless otherwise notified by the parties. [22]

Dated at Madison, Wisconsin, this 21st day of December, 2013.

Amedeo Greco /s/

Amedeo Greco, Arbitrator

[22] Employers' Exhibit 1; Transcript, p. 17.