

IN THE MATTER OF ARBITRATION BETWEEN

MINNESOTA PUBLIC EMPLOYEES ASSOCIATION)	BMS CASE NO. 13-PN-0840
NON-LICENSED ESSENTIAL UNIT)	
AND)	
WILKIN COUNTY, MINNESOTA)	INTEREST ARBITRATION

ARBITRATOR:	Charlotte Neigh
HEARING:	January 10, 2014
POSTHEARING BRIEFS RECEIVED:	January 24, 2014
AWARD:	February 13, 2014

REPRESENTATIVES

For the Union:	For the Employer:
Joe Ditsch, Esq. Fowler Law Firm, LLC 3252 Rice Street Little Canada, Minnesota 55126	Susan K. Hansen, Esq. Madden Galanter Hansen, LLP 505 North Highway 169 - #295 Plymouth, Minnesota 55441-6444

JURISDICTION AND PROCEDURE

In accordance with the Minnesota Public Employment Labor Relations Act (PELRA), Charlotte Neigh was selected to arbitrate this matter and the Commissioner of the Minnesota Bureau of Mediation Services certified the issues to be arbitrated. A hearing was held in Breckenridge where both parties had a full opportunity to offer evidence and argument. By agreement of the parties, posthearing briefs were e-mailed on January 24th, and the record was closed upon their receipt.

ISSUES CERTIFIED AT IMPASSE

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|--|-------------------|
| 1. Duration - Length of Agreement - Art. 21 | <i>(resolved)</i> |
| 2. Salaries 2013 - General Wage Increase, if any, for 2013 - Art. 16 | <i>(resolved)</i> |
| 3. Salaries 2014 - General Wage Increase, if any, for 2014 - Art. 16 | |
| 4. Insurance 2013 - Employer Contribution to Health Insurance for 2013 - Art. 13.1 | <i>(resolved)</i> |
| 5. Insurance 2014 - Employer Contribution to Health Insurance for 2014 - Art. 13.2 | <i>(resolved)</i> |
| 6. Insurance - Changes in Plan or Provider Language - Art. 13 (New) | <i>(resolved)</i> |
| 7. Insurance - Affordable Care Act Language - Art. 13 (New) | <i>(resolved)</i> |
| 8. Salaries 2013 - Market Adjustment, if any, for 2013 - Art. 16 | <i>(resolved)</i> |
| 9. Salaries 2014 - Market Adjustment, if any, for 2014 - Art. 16 | |
| 10. Overtime/Comp time - Maximum Accumulation of Comp time - Art. 11.1 | |
| 11. Uniforms - Change from a Draw System to a Cash System - Art. 14.1 | |
| 12. Shift Differential - Rate for Shift Differential - Art. 17 | |
| 13. Premium Pay - Supplemental Pay for Field Training Officer Duties - (New) | |

BACKGROUND

The County of Wilkin has a population of approximately 6,576, and 104 employees, ten of whom are in this non-licensed essential bargaining unit (BU) of five jailers and five jailer/dispatchers, including a lead dispatcher. There are 25 non-union employees and six BUs; MNPEA represents three of the BUs, none of which settled on new contract terms for 2013. The deputy sheriff BU, also represented by MNPEA, was recently involved in an interest arbitration case before a different arbitrator, the results of which were not yet available at the time of the hearing. Three BUs represented by other unions settled on collective bargaining agreements (CBAs) for 2013, with a wage increase of 3%, the same as given to non-union employees and to the county commissioners.

Prior to the commencement of this hearing, the parties agreed to a wage increase of 3% for 2013 (Issue #2), and to a duration of two years for the new contract (Issue #1) through the end of 2014. They also resolved Issue #8, and several insurance-related issues, numbers 4 through 7 on the BMS list of certified issues. The parties remained at impasse on the remaining issues, which proceeded to binding interest arbitration.

COMPARISON GROUP

UNION POSITION

The most appropriate external comparison group (CG) should be the other counties in Economic Development Region 4, consisting of Becker, Clay, Douglas, Grant, Otter Tail, Pope, Stevens and Traverse.

COUNTY POSITION

The appropriate comparison counties are the historical group of Grant, Norman, Stevens and Traverse.

UNION ARGUMENTS

- The counties in Region 4 have workplaces with comparable job duties, working environments, stresses and standards, which must be similar in neighboring counties.
- Countless arbitrators have decided that the entire economic development region must be included in the analysis. Otter Tail County is contiguous with Wilkin County and both are represented by the West Central Initiative; their county seats are only 26 miles apart. The only difference is that Otter Tail has more people but county services are provided by a proportionately larger public employee unit.
- The CG used in the previous arbitration award should not be applied here: Grant County does not even have a jail; Douglas County does not have a position similar enough to the lead dispatcher position; Norman is on the other side of a major metropolitan area, in a different economic development region, and its BUs have been organized only within the last couple of years and so do not have a similar history of collective bargaining.
- The previous award related to deputy sheriffs, not jailers and dispatchers, so it should not influence this case.

Comparison Group (continued)

COUNTY ARGUMENTS

- This four-county CG with populations close in size to Wilkin County was recognized as appropriate in a 2007 interest arbitration, where the union then representing the deputy sheriff BU made a number of the same arguments, including that the CG should include Economic Region 4 as well as a county in North Dakota.
- The evidence in the 2007 proceeding, as well as in this one, demonstrates that with the exception of Grant, Norman, Stevens and Traverse, the other counties have substantially greater populations, market value and tax capacity. They also have higher tax levies, revenues and per capita income levels.
- In 2007 the arbitrator rejected the Union's arguments, reasoning that the four counties proposed by the Employer were the appropriate CG for this "very small, rural county on the North Dakota border with a small county seat". The arbitrator found that these four counties "are most similar in makeup to Wilkin County. The Union's proposed group contains significantly larger counties, with larger cities and all that the larger population entails."
- As the party seeking to dramatically change the historical CG that has previously been recognized in arbitration as appropriate, the Union bears the burden of demonstrating a significant change in circumstances, which it has not met.

DISCUSSION

As the County points out, the Union's argument - that the jailers and dispatchers "deal with the same kind of people" as in neighboring counties - could be made about all such positions in greater Minnesota; this does not create a CG, and has not been so recognized as a traditional factor by arbitrators determining an appropriate CG.

The interest arbitrator in 2007 considered the same evidence and arguments and rejected the same position taken by the Union here. The Union has given no reason why a CG that was found appropriate for the deputy sheriff BU should not also be applied to the jailer/dispatcher BU. Once an appropriate CG is established between parties, it shouldn't be changed except by agreement or due to significantly changed circumstances, which the Union has not shown here.

CONCLUSION

The CG to be used in analyzing the issues in this case includes the counties of Grant, Norman, Stevens and Traverse.

**ISSUE NO. 3 - 2014 GENERAL WAGE INCREASE &
ISSUE NO. 9 - 2014 MARKET ADJUSTMENT**

UNION POSITION

MNPEA seeks a 3% general wage increase for 2014, retroactive to January 1, 2014. In addition, MNPEA seeks a \$1.00 per hour, across-the-board increase as a market adjustment, retroactive to January 1, 2014.

COUNTY POSITION

Shortly before the hearing the County revised its position to a 2% general wage increase for 2014. The County continues to oppose any market adjustment.

UNION ARGUMENTS

INTERNAL EQUITY

- This should not be the overriding factor because it permits the Employer to play weaker BUs off against its other BUs, claiming to have established a mutually agreed, reasonable rate of increase. This factor should not be so heavily weighted as to deny an appropriate increase to this grossly underpaid BU.
- In 2013 the three BUs not represented by MNPEA settled for a 3% increase. None of the MNPEA BUs settled for a 2013 CBA. This minimal internal pattern for 2013 should not be the basis for disregarding the needs of the BUs of the essential employees. What happened in 2013 should not be considered significant in considering the appropriate wage for 2014.
- There are no settled contracts for 2014 in Wilkin County, and so no existing internal pattern for deciding appropriate wages.

EXTERNAL MARKET COMPARISONS

- These employees are underpaid by a lot, as shown by a comparison of 2012 wages in Economic Development Region 4.
- Steps 10 through 14 on Wilkin County's wage schedule occur only every three years, in years 10 through 23, the last half of a working career. They are most appropriately characterized as longevity steps for the comparison, leaving Step 9 as the maximum for comparison purposes. Longevity pay in the comparable counties is included in the analysis to show the actual wage earned.
- The starting wage is a significant factor in recruiting qualified candidates and a suitable point for comparison. Although the County does find qualified candidates, they most often are not compensated enough to maintain their employment, resulting in horrendous turnover, as exemplified by the most senior dispatcher having fewer than three years experience, and having helped to train in nine new people in just over two years.

Union Arguments (continued)

- The maximum wage does not compare as poorly as the starting wage but the earlier wage deficit means that these employees are poorly paid over a lifetime of work. This justifies a market adjustment.
- Compared to the average in the CG in 2012, the Wilkin starting wage ranges from \$1.39 to \$2.32 per hour behind; at year 10 the deficit ranges from \$1.58 to \$2.84; at the maximum, the jailers are still behind by \$1.26 and the jailer/dispatchers by 35¢, while the lead dispatcher is 42¢ ahead; in lifetime earnings the deficit ranges from \$70,230 to \$121,337. The increases needed to reach the 2012 average range from 7.84% to 14%. The County's offer of a 2% increase is inadequate; even combined with the 3% for 2013, the jailers will be significantly behind the market average. The jailer/dispatchers are not as far behind as the jailers but their situation is just as grim. The lead dispatcher position is difficult to compare because the position exists in only a few counties; however, over a lifetime she would earn more than \$70,230 less than the lead dispatcher in a comparison county.
- A \$1.00 market adjustment in 2014 in addition to a 3% increase in 2013 and 3% in 2014 would still leave a jailer earning 32¢ per hour less than the average in the CG in 2012.

OTHER ECONOMIC OR NON-ECONOMIC FACTORS

- While the County's proposed increases will probably match inflation for 2013 and 2014, these employees have a lot more catching up to do. A County employee could not support a family of four, according to poverty guidelines that make a family eligible for federal services; a Wilkin jailer would not reach an above-poverty-line wage until the fourth year of employment. A state cost-of-living report for Region 4 specifies a wage of \$16.76/hour to meet the basic needs of a four-person family, which a jailer doesn't earn until the fifth anniversary.
- It is time for public employers to recognize that the recession is long since over and to compensate their employees appropriately. Wilkin residents are doing well: their median household income ranks in the top 1/3 of Minnesota counties. The state projects a budget surplus over one billion dollars. Minnesota's low unemployment rate leads the nation and the rate of job growth outpaces the national recovery. The unemployment rate in Wilkin County in December 2013 was 2.7%.
- Low wages affect the pocketbook now and also in retirement because the top of the pay scale is so much lower, affecting their retirement benefits.

ABILITY TO PAY

- This group of ten BU employees is small and a rate increase would have a limited cumulative financial effect on the County. The County's unrestricted fund balance in 2011 was 57% of budgeted expenditures, exceeding the state-recommended level of 35-50% in reserve. The County is accumulating cash, with revenues in 2012 exceeding expenditures by \$121,394. Revenue resources are not in danger of drying up: the value of agricultural land and commodities are at or near historical highs, and tax revenue follows the value of the land. Recent trends are to stabilize state funding through local government aid. There is no indication that the County cannot afford to pay the needed increase.

COUNTY ARGUMENTS

WAGES

- The County has established a uniform settlement pattern for 81% of its total workforce: three BUs with a total of 59 employees reached voluntary, negotiated agreements for a 3% increase in 2013; the 25 non-union employees and the county commissioners received the same. Since at least 2000 the general wage adjustments among BUs and for non-union employees has been uniform, with the exception of the deputy sheriffs in 2002.
- Every classification in the County has been evaluated to determine its work point value in relation to other classifications, and assigned a specific salary grade that determines the wage, regardless of whether the classification is in a BU. For example, the jailer classification is at salary grade 13, and the jailers have the same 14-step wage schedule with 23 years to the maximum as do all other employees evaluated at a salary grade of 13.
- For 2014 the commissioners received a 2% increase and the same is expected to be done for the 25 non-union employees. The County has no intention of agreeing to anything other than a 2% increase for the other BUs, which have not yet settled for 2014.
- The Union's characterization of Steps 10 through 14 as longevity steps is incorrect: all of the wage schedules in the County include these same steps, reaching a maximum wage after 23 years of employment. This is historical, dating back at least to 2003. Steps 10 - 14 are included as part of the regular wage schedule and have never been considered to be longevity steps. The structure of the wage schedule was not certified as an issue to be arbitrated and so the Union has agreed to continue the existing wage structure.
- The annual steps increase by an average of 2.8%; all of the members of this BU, except the lead dispatcher who is on Step 10, will receive these step increases for 2013 and 2014 in addition to the general increase offered of 3% in 2013 and 2% in 2014. The net effect of the County's position is a 10.8% increase in compensation over the two-year term; this is reasonable and highly competitive and there is no basis for awarding more.
- The Union's claim that employees don't reach Step 14 is belied by the fact that 63 of the 104 employees have already progressed beyond Step 9, and 25 employees are on Step 14.

ECONOMIC FACTORS AND ABILITY TO PAY

- PELRA requires interest arbitrators to consider the employer's obligation to efficiently manage and conduct operations. Due to fiscal challenges and substantial cuts in state aids, in order to balance its operating budget the County needed to increase its levy by 22.9% in 2006 and 14.3% in 2007. It also had to use its fund balances to fund operations, and unreserved fund balances decreased from 66.1% of expenditures in 2011 to 57% in 2012.

County Arguments (continued)

- A general fund balance is one-time money that should not be used for ongoing expenditures such as wages. The County is required to meet the recommendations of the state auditor for an unreserved fund balance. The balance at the end of a fiscal year needs to be large enough to meet approximately six months of expenditures in the next year, until property tax payments are received. At the end of 2012 the balance was at 57% of expenditures, very close to the recommended range of 35-50%.
- The cost of the Union's position is greater than a calculation for just the ten employees in this BU: if it is awarded a 2014 increase of more than 2% or increases in new or existing economic benefits, it will have a ripple effect and create labor-relations problems well beyond the actual estimated \$70,716 "cost" of the award. This cost will be multiplied as other BUs will expect to match the increases.
- If the essential BUs that went to arbitration this time achieve more than the County is offering, they likely will proceed to arbitration in the future rather than negotiating an agreement.

EXTERNAL COMPARISONS

- The County's final position of a 3% increase in 2013 exceeds the average general wage increase of 1.75% in the historical CG; and a 2% increase for 2014 exceeds the one existing settlement in the CG of a 1.5% increase.
- The Union's 2014 proposal of 3% plus \$1.00/hour results in increases ranging from 7.4 to 9.9%.
- None of the CG counties is providing any type of a dollar-per-hour adjustment on top of the general wage increase or increases anywhere near what is being proposed in this proceeding.
- The Union's position is not supported by state-wide trends, which show 2014 settlements do not exceed 2%, nor do interest arbitration awards.
- The County's position for a 2% general increase in 2014 with no additional market adjustments is reasonable and results in competitive salaries for the members of this BU.
- Regarding dispatchers, the Union's claim of the need to catch up with the market wages is unsupported: a 3% increase for 2013 results in a dispatcher wage at the maximum that exceeds the average maximum in the CG by \$7,255/year. A 2% increase for 2014 would still exceed the maximum in the one county that has settled.
- Regarding jailers, a 3% increase in 2013 results in a maximum wage that exceeds the average in the CG by \$3,557/year. A 2% increase for 2014 would still exceed the maximum in the one county that has settled.
- For dispatchers, when compared to the longevity amounts paid in the CG, the Wilkin maximum at 23 years is \$5,442/year greater than the average in the CG at 28 years. For jailers at 23 years, the comparison shows \$2,781/year greater than the average paid at 26 years.

County Arguments (continued)

- At Step 6, a 3% increase in 2013 for Wilkin dispatchers pays \$660/year more than the average in the CG at Step 6 (or the maximum step if no Step 6). At Step 9, the same comparison shows that a Wilkin dispatcher earns \$2,394/year more than the CG average.
- A Union exhibit states that an individual needs to earn \$518/week to meet needs; as of 12/31/12, existing Wilkin jailers were on Steps 5, 6 and 7 of the schedule, earning wages approximately \$649 to \$684/week.
- The County pays 100% of the cost of individual medical insurance, which must be considered when analyzing data about poverty-level wages.
- The Union's lifetime earnings argument is irrelevant: the issues are limited to the 2013-14 CBA, and not a lifetime contract.
- Regarding turnover, in the last seven years there has been none among the five jailers and the lead dispatcher was hired in 2006. The dispatcher classification includes two full-time employees and two part-time employees who are recent hires. The dispatchers who have left were either involuntarily separated or were pursuing other types of careers, or moved from part-time to full-time employment elsewhere. The evidence does not establish that they are leaving because of wage rates; moreover, the County has received at least 15 applications for filling each vacancy in the dispatcher position. This indicates a competitive wage and benefits package.
- There is no justification for an award greater than the County's uniform internal pattern of a 3% general increase in 2013 and 2% in 2014.

ANALYSIS AND DISCUSSION

Three of the County's BUs voluntarily settled for a 3% general increase in 2013; the three BUs that did not settle are all represented by MNPEA, the Union that displaced a previous union that represented this BU for the 2011-2012 CBA. This BU represents 10 of the County's 104 employees; the three BUs that settled represent 59 employees. The same 3% increase in 2013 was given to the 25 non-union employees as well as the county commissioners. This demonstrates an internal consistency, which has been followed for more than a decade. Contrary to the Union's wishes, this does weigh heavily in determining an appropriate interest arbitration award, which should be calculated to try to approximate the point where the parties would have arrived had negotiations been successful.

There has been no showing that the County has abused the negotiating process while maintaining a uniform pattern of wage increases. To the contrary, the County has established and maintained an objective and rational system for evaluating and ranking each job classification, forming the basis for the position's grade and pay range. Likewise, the County has a longstanding wage schedule that has provided reasonable increases for incumbent employees over time and has generally served to retain qualified employees. General wage increases over recent years have well exceeded the increase in the Consumer Price Index. The County's explanation for the relatively high turnover in the part-time dispatcher position has undermined the Union's claim that it is attributable to unacceptably low wages. Furthermore, the fact that the County has had at least 15 applicants for every part-time dispatcher vacancy demonstrates that the starting wage is sufficient to attract new employees.

Analysis and Discussion (continued)

Regarding the appropriate increase for 2014, the Union correctly points out that there is not yet an internal pattern. This necessitates external comparisons but the Union has not countered the County's arguments related to the historical CG, which is being used in this analysis. Comparing wages within the CG shows:

- An increase of 3% for 2013 exceeds the increase in all four other counties in the CG;
- An increase of 2% for 2014 exceeds the one other settled county's 1.5%;
- The dispatcher minimum wage in 2012 exceeds the CG average and ranks second out of five counties, which ranking is maintained with a 3% increase in 2013; a ranking for 2014 cannot be made, as only one of the other counties, the one with the highest pay, has settled for 2014.
- Only two other counties in the CG have jailers and a Wilkin jailer at the minimum in 2012 earns less than the average in the CG, ranking third out of three counties that have such a position, which ranking is maintained with a 3% increase in 2013.

Although comparisons at the maximum pay level are favorable to the County's position even when longevity payments in the other counties are taken into account, it takes 23 years to reach the maximum in Wilkin County but only four years in two of the counties, six years in one, and nine years in another. A more useful comparison is at six years and nine years:

- A dispatcher on Step 6 in 2013 earns more than the average in the CG, ranking second out of five;
- A dispatcher on Step 9 in 2013 earns more than the average in the CG, ranking third out of five;
- A comparison with the other two CG counties, including the one with the highest pay, shows that Wilkin County jailers earn less than their average, and rank third of three, although the gap closes significantly between Steps 6 and 9.

It is noted that although this early disadvantage has existed for some time, the incumbent jailers have all advanced well past the starting wage and there has been no turnover for several years. A modification of the starting wage for one of the classifications in this BU would significantly disrupt the internal grading system and uniform pay for positions within a grade. Such a disruption is not justified by this relatively minor disadvantage, and is not an option in this arbitration.

No comparisons are available for the lead dispatcher position, as it does not exist in the other counties, with the exception of Stevens, which has a Communications Manager, and which is the highest paying county.

It is noted that the jailers are not the only classification earning less at the minimum than some other similar positions in the CG. In 2013: the deputy auditor position ranks fifth out of five; the deputy assessor ranks third out of four; the child support enforcement aide ranks fifth out of five; and a highway maintenance worker ranks fourth out of four. This is consistent with the County's argument that it is relatively poor, and shows that the jailers are not being unfairly discriminated against.

The record supports the County's claims that:

- A 3% increase in 2013 exceeds the average general wage increase of 1.75% in the CG;
- None of the CG counties is providing any type of dollar-per-hour increase on top of the general increase percentage;
- Nearly all members of this BU will receive approximately a 10.8% increase over 2013 and 2014, taking into account the average step increase of 2.8% combined with 3% in 2013 and 2% in 2014.

Analysis and Discussion (continued)

The County has given its commissioners a 2% increase for 2014 and has announced its intention to do the same for its non-union employees, and to offer the same to the other BUs. Considering that known public sector settlements and awards for 2014 do not exceed 2%, and the one known settlement within the CG was for 1.5%, there is no basis for awarding more to this BU.

AWARD

Issue No. 3. The general wage increase effective January 1, 2014, shall be 2%.

Issue No. 9. There shall be no market adjustment for 2014.

ISSUE NO. 10 - OVERTIME/COMPENSATORY TIME: MAXIMUM ACCUMULATION

CURRENT LANGUAGE

11.1 All dispatchers will be compensated for overtime work at the rate of one and one-half (1 1/2) times the regular base rate of pay for all hours worked over 40 in a workweek. All jailers will be compensated for overtime work at the rate of one and one-half (1 1/2) times the regular base rate of pay for all hours worked over 160 in a 28-day work period. Employees will be eligible for compensatory time with approval of the Sheriff, hour for hour, when attending schools, for training time, driving to and from schools if said compensatory time is not on a regular basis. Compensatory time can accumulate to a maximum of forty (40) hours. If compensatory time is not used by the end of the calendar year in which the work was performed, up to forty (40) hours may be carried forward into the next calendar year. There shall be no pyramiding of overtime.

UNION POSITION

Change language to: "Compensatory time can accumulate to a maximum of eighty (80) hours."

COUNTY POSITION

Retain current contract language.

UNION ARGUMENTS

- Time off through Comp time is valuable to corrections officer in particular because of the high-stress job they perform, seeing the worst and most challenging aspects of modern society, with a very high injury rate on the job.
- When they are called upon to work extra hours instead of taking much needed time off to decompress, they work it; all they are asking is to be able to take that time off at a later date.
- Under the established Comp time program, with only five jailers and five dispatchers in the unit, there are not enough opportunities to schedule Comp time off before they are called again to work an extra shift; increasing the maximum Comp time increases the chances that they will be able to actually take time off.

COUNTY ARGUMENTS

- The effect of increasing to an accumulation of 80 hours will be to increase associated costs.
- The County has a uniform pattern of compensatory time maximums in its CBAs; all BU employees have a maximum accrual of 40 hours and internal consistency supports the County's position.
- Law enforcement services are provided on a 24/7 basis; the Union's proposal may complicate inherent coverage problems.
- When an employee does not work a regular shift the County may have to schedule another employee to fill it, sometimes incurring overtime costs.
- The 40-hour provision dates back at least to 2006, and this BU has voluntarily agreed to it in successive CBAs, indicating that it is reasonable, and the Union has not proven any change in circumstances.

ANALYSIS AND DISCUSSION

Contrary to the Union's argument, it is not readily apparent how increasing the maximum accumulated hours of compensatory time would increase the chances to take time off. It seems more likely that it would exacerbate the problems of scheduling time off and covering the absence from the limited pool of employees. Not only did the Union not show any change in circumstances to warrant a change in this longstanding provision of the CBA, it did not offer any evidence of specific instances where the lack of more compensatory time was problematic. It is concluded that there is no basis for an interest arbitration award to effect such a change in the CBA.

AWARD - ISSUE NO. 10

The contract language regarding compensatory time off shall remain unchanged.

ISSUE NO. 11 - UNIFORMS - CHANGE FROM A DRAW SYSTEM TO A CASH SYSTEM

CURRENT LANGUAGE

14.1 Uniforms purchased by the County are the property of the County and shall be surrendered to the Sheriff upon termination of employment except if told otherwise due to wear.

14.2 Employees with more than 15 years of service with the County shall be provided a \$30.00 per month clothing maintenance allowance.

UNION POSITION (as clarified in its posthearing brief)

Replace the current language with: "The County shall annually pay each employee \$500.00 as uniform allowance".

COUNTY POSITION

Retain current contract language.

UNION ARGUMENTS

- \$500 is the amount estimated by Union Members to replace worn-out uniforms.
- The current system is inadequate: although the County does not currently deny many requests, they are often delayed until the start of a new budget year, meaning that a winter-clothing item requested in the fall may not be approved until January and be delivered months after it was needed.
- Some parts of the required uniform are not provided by the County, such as duty belts, which officers must purchase on their own.
- This should actually be a net savings to the County, when factoring in the hours required to process a request versus cutting a check to the employee.

COUNTY ARGUMENTS

- Dispatchers are not required to wear uniforms and do not do so; thus a \$500/year allowance for uniforms is an additional wage increase, increasing the 2013 minimum salary by 1.6%.
- Historically, the County has replaced uniform items for jailers and there has been no allowance; the Union presented no evidence that jailers' requests for replacement items have been denied.
- Three of the four counties in the CG do not provide a uniform allowance; one county provides an allowance of \$320/year and requires that replacement items be ordered through the sheriff's office.

ANALYSIS AND DISCUSSION

The Union has not presented any evidence in support of this requested change to the CBA. Moreover, it would be inappropriate to award such a benefit to dispatchers, who do not wear uniforms.

AWARD - ISSUE NO. 11

The current language regarding uniforms shall be retained.

ISSUE NO. 12 - SHIFT DIFFERENTIAL - RATE FOR SHIFT DIFFERENTIAL

CURRENT LANGUAGE

Article XVII - Full-time employees will be paid a seventy-five cent (\$.75) hour shift differential for all hours worked between the hours of 4:00 p.m. and 8:00 a.m.

UNION POSITION

MNPEA seeks an increase in the shift differential of \$0.25 per hour, from \$0.75 to \$1.00 per hour.

COUNTY POSITION

Retain the current language.

UNION ARGUMENTS

- A shift differential is a meaningful tool to incent employees to work during times which the average person is either with their families or sleeping. This would not normally apply to the lead dispatcher, who works primarily during the day.
- The average shift differential in neighboring counties is \$1.05/hour. The next lowest differential in Region 4 is \$0.95 in Traverse County.

COUNTY ARGUMENTS

- This is an economic item and should be evaluated from the standpoint of the total compensation package.
- In 2013 jailers received 4,920 hours of shift differential; an increase to \$1/hour would be equivalent to an increase of \$307.50 for each of the four full-time jailers, which equates to a 0.8% increase for a jailer on Step 7 in 2013.
- In 2013 dispatchers and the lead dispatcher received 3,677.50 hours of shift differential; an increase to \$1/hour, divided by four dispatchers would be an increase of \$249.845, which equates to a 0.8% increase for a dispatcher on Step 1 in 2013.

ANALYSIS AND DISCUSSION

The record shows that the shift differential for this BU increased from 25¢ in 2006 to 50¢ in 2007, and to 75¢ in 2011. The shift differential for the deputy sheriff BU increased from 50¢ in 2006 to 85¢ in 2011, and an increase to \$1.00 was an item in its recent interest arbitration, where the County's position was maintaining it at 85¢. The County has not claimed that an increase would cause whiplash bargaining with any other BU aside from the deputy sheriffs. The County did not provide a CG comparison for this item. The Union's exhibit doesn't include Norman County, but it shows the other three: Grant is \$1.00; Stevens is \$1.00; and Traverse is 95¢ as of 2014.

Given that these parties have historically agreed to gradual increases in shift differential, and that Wilkin is lagging behind the other counties in the CG, an increase to a comparable amount is appropriate at this time. There is no question that the County can afford an increase to \$1.00/hour, considering that the cost would be approximately \$2,150/year, based on 2013 hours of paid shift differential.

AWARD - ISSUE NO. 12

Article XVII shall be revised to: "Full-time employees will be paid a one dollar (\$1.00) hour shift differential for all hours worked between the hours of 4:00 p.m. and 8:00 a.m."

ISSUE NO. 13 - PREMIUM PAY - SUPPLEMENTAL PAY FOR FIELD TRAINING OFFICER DUTIES

UNION POSITION

An additional \$1.00 per hour for employees acting as Field Training Officer and training new employees.

COUNTY POSITION

The County is opposed to the inclusion of this new item.

UNION ARGUMENTS

- When the County loses a dispatcher or jailer, the remaining employees are given the responsibility of training a new employee. This is a vitally important function to avoid County liability for errors.
- Many employers have designated a Field Training Officer (FTO) and the appropriate compensation should be \$3.00/hour, but the Union acknowledges that this rate is more than supported by the market, where Otter Tail County pays an extra \$1.00/hour.
- Training a new employee is a lot of extra work, deserving of extra compensation.

COUNTY ARGUMENTS

- This is an economic item and should be evaluated from the standpoint of the total compensation package.
- This BU includes a lead dispatcher whose duties include training new dispatchers and updating the training manual, and who has been trained in how to train new dispatchers. This has resulted in the position being one grade higher than the other dispatchers. Under the Union's proposal, the lead dispatcher arguably could be eligible for an additional \$1.00/hour for 2,080 hours per year, which would be an increase of 4.84% in 2013.
- Dispatchers are not responsible for completing training forms, updating the manual, or determining whether a trainee has successfully completed the program; these are the duties of the lead dispatcher.
- Having to answer a coworker's question during an initial six to nine week training period does not justify an additional \$1.00/hour.
- The jail administrator is responsible for training new jailers, yet the Union is proposing an additional \$1.00/hour FTO premium pay for jailers.
- The Union's proposed language is subject to abuse: it doesn't address how an employee is assigned to FTO duties; an employee providing informal assistance or answering a question could claim an additional \$1.00/hour.

County Arguments (continued)

- The language is vague and ambiguous and subject to potential grievances: It also doesn't address whether training includes informal assistance to a new employee.
- Historically, the CBA never included FTO premium pay through a number of negotiated contracts, indicating that the exclusion is reasonable and continues to be appropriate. The Union has not proven any change in circumstances that would warrant the inclusion of this new economic item.
- The external market data does not support the Union's position: none of the counties in the CG provides FTO premium pay.

ANALYSIS AND DISCUSSION

The Union's proposal is flawed for the reasons pointed out by the County. More importantly, the responsibility for training new dispatchers clearly belongs to the lead dispatcher, according to the official position description (PD). It shows that the purpose of the Lead Dispatcher/Jailer position is to "train, schedule and direct the work of jailer/dispatchers". Its "essential technical duties and responsibilities" include "train new dispatcher/jailers"; "file and maintain employee training records"; and "create and update training manual". Based on this PD, the County's consultant placed this position at Grade 15, one grade higher than a regular dispatcher.

While dispatchers may be required to demonstrate tasks and answer questions for a new employee, the dispatcher is not responsible for administering the program or evaluating its effectiveness. There is no evidence that it significantly increases the workload or interferes with an ability to perform the job in the time allowed. There is no basis for awarding this new economic item in this interest arbitration.

AWARD - ISSUE NO. 13

No new language regarding a field training officer premium shall be added to the contract.

THIS AWARD IS IN FULL SETTLEMENT OF ALL ISSUES SUBMITTED TO THIS ARBITRATION.

February 13, 2014

Charlotte Neigh, Arbitrator