

STATE OF WISCONSIN

ARBITRATION AWARD

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In the Matter of	:	
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PORTAGE COUNTY DEPUTY SHERIFF'S ASSOCIATION	:	Re: Case XIII
	:	No. 15864 MIA-12
and	:	Decision No. 11176-B
	:	
COUNTY OF PORTAGE	:	
	:	

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Background

This dispute arose out of the negotiation of a renewal of a labor agreement for the calendar year 1972. The Portage County Deputy Sheriff's Association, herein called the Association, represents a unit of 28 individuals, including 17 deputies, 4 detectives, 4 sergeants, 2 lieutenants, and 1 captain, in the Sheriff's Department of the County of Portage, hereinafter called the County. After reaching an impasse in negotiations the Association filed a petition with the Wisconsin Employment Relations Commission pursuant to Section 111.77(3)(b) of the Municipal Employment Relations Act. Subsequently the undersigned was chosen as arbitrator.

Appearances

A hearing was held in this matter in the County-City Building in Stevens Point on Thursday, September 14, 1972. Appearing for the Association were Herman J. Glinski, Esq., of Glinski, Buzza & Glinski, Professional Building, 1025 Clark Street, Stevens Point, Wisconsin 54481, and Mark Hemmrich, David Jorgenson, and Robert Check of the Association's bargaining committee. Appearing for the County was Maris Rushevics, Esq., Assistant District Attorney, Portage County, County-City Building, Stevens Point, Wisconsin 54481, and Mr. Carl Olsen, Chairman of the Personnel Committee for the County.

The parties had filed letters with the Wisconsin Employment Relations Commission in late July indicating their final offer positions in accordance with Form 2 of the arbitration procedure. These are attached as Appendices 1 and 2. At the hearing the County filed a supplemental offer for the purpose of clarifying paragraph two of the original offer, as shown in Appendix 2. This supplemental offer is attached and marked Appendix 3.

At the conclusion of the hearing the parties agreed to file arguments in the form of letter briefs one week after the date of the hearing. The Association's brief was received on September 21 and the County's brief was received on September 25. Although the Association attorney raised a question about whether the County's brief was timely since the parties had agreed to make the submissions one week after September 14, it seems to the arbitrator that nothing would be gained by adopting an inflexible position. The parties had also agreed that rebuttals might be filed. The Association filed a rebuttal but the County did not. The Association's rebuttal was dated October 2.

### Findings of Fact

Although there were some cents-per-hour discrepancies in the two final offers, the supplemental offer of the County (Appendix 3) and stipulations at the hearing show that the only substantive differences between the parties are on the issues of wages and vacations. The County has offered to pay an additional one per cent of the employees' share of contribution to the state retirement fund in cash during 1972 and to assume the additional one per cent contribution to the fund beginning on January 1, 1973. The County is also paying the premiums on the disability and life insurance coverage outlined in item (3) of its offer. The Association assumes that this insurance is now an existing condition of employment for members of the unit and the arbitrator agrees with that assumption.

On wages the County's offer is to pay deputies at a rate of \$735 per month retroactive to January 1, 1972. The offer consists of a \$35 per month increase above the 1971 base salary of \$693 to a base rate of \$728 plus \$7 per month in lieu of the one per cent retirement contribution. The Association position is that the rate should be \$740 (\$733 base rate plus the \$7 retirement fund contribution) for the calendar year 1972. There is no dispute on retroactivity.

On vacations the County would maintain the present schedule. This calls for one week (5 working days) after one year of employment, two weeks (10 working days) after two years of employment, three weeks (15 working days) after ten years, and four weeks (20 working days) after twenty years. The Association would change this to provide the same amounts for the first five years but three weeks (15 working days) after five years, and four weeks (20 working days) after ten years.

Although Portage County is somewhat smaller in population (47,541) than Marathon County (97,457) and Wood County (65,362), which adjoin it respectively on the North and West, the parties both introduced exhibits that included comparisons with those counties. The Portage County Sheriff's Department is somewhat smaller than that of Marathon County (49 according to the County, 54 according to the Association) and larger than that of Wood County (21 according to the County and 24 according to the Association). The Association also used some comparisons with the State Patrol, the cities of Wausau, Marshfield, Stevens Point, and Wisconsin Rapids, and the counties of Dane, Waukesha and Eau Claire. It does not appear to the arbitrator that there is any particular rationale for the use of the latter counties or the State Patrol in comparisons in this dispute. If the Eau Claire County comparison had been used along with other counties containing University of Wisconsin campuses (such as La Crosse, Oshkosh, Whitewater or Platteville), then I would have paid more careful consideration to such comparisons as well as to the Association's argument that the presence of 8,500 University students in Portage County sets that county apart from Marathon and Wood Counties. The cities of Wausau, Marshfield, Stevens Point and Wisconsin Rapids, however, are all within the three county area otherwise used for comparative purposes and would appear to be appropriate for use in salary and vacation comparisons.

The monthly job rates for the two counties and four cities to be used for comparison are as follows:

Marathon County	\$735
Wood County	710
Wausau	758
Marshfield	715
Stevens Point	714
Wisconsin Rapids	768

A simple average of these rates is \$733. Wood County, Marshfield and Stevens Point, however, all pay one per cent less of the employees' contribution to the retirement fund than do the others. If overall compensation is calculated so as to take account of that, the average overall monthly compensation for comparative purposes would be \$4.50 per month lower than \$733.

The two counties and four cities have similar vacation plans. Wood County provides 6 days after 6 months and 12 days after one year. All the rest provide 12 days after two years. Stevens Point and Wisconsin Rapids provide 18 days after 8 years, Marshfield after 9 years, and Marathon County, Wood County, and Wausau after 10 years. Marathon and Wood County provide 24 days after 20 years. Marshfield and Wisconsin Rapids provide 24 days after 15 years, while Stevens Point provides 24 days after 16 years and 30 days after 25 years, and Wausau provides 19 days after 15 years and one additional day for each additional year up to 24 days after 20 years.

The Association makes two principal arguments to support its position on vacations: First, while Portage County is on a 7-2, 7-2, 7-3 schedule, the others in this comparison are on 6 days on and 2 days off schedules; that is, 6-2. Since vacation schedules in the 6-2 jurisdictions accord with the work schedules, this provides more days of vacation to the other departments with which comparisons are made. Second, since these employees retire at age 55, equitable treatment requires that vacation benefits should increase more rapidly with years of service because working careers are shorter.

The County argues that employees think of vacations in terms of weeks with a 6 day week considered as a week. The County also wants to avoid the possible consequences of providing better vacation benefits for Sheriff's Department employees than other County employees have.

#### Opinion

The Association has made the argument that the salary offer of the County is lower than what is allowed by the Pay Board and also lower than general increases granted to Court House and County Home employees. While it is true that if only the County's \$35 offer is considered, the percentage increase is about 5 per cent. But if the \$7 of retirement contribution is added in, the percentage is about 6 per cent. And although the \$7 will not be a permanent part of the salary, since next year the County is committed to making it a part of its contribution to the retirement fund on behalf of employees, it surely must be considered a part of the compensation package this year. Looked at in this way the County offer appears equitable in the sense that it produces a salary figure that is comparable to the average overall compensation in 1972 in the other jurisdictions with which we have made comparisons, as described above. (In this connection I wish to note a criticism of the County's salary presentation in an exhibit at the hearing. The County showed its base salary offer as \$735 per month, although it is made clear in paragraph 2 of the letter marked Appendix 3 that \$7 of that amount would not be part of the base salary anticipated for 1973. The County's base salary offer is actually \$728 for 1972.)

The issue of vacations is more difficult, but here the Association's position is not completely persuasive. The problem is in trying to make comparisons between conditions in Portage County and the other counties because of the difference in work schedules. The County argues that these other jurisdictions have something like a 42 1/2 hour workweek. In response to this the Association states that Wausau adjusts the schedule during the year to provide for a 40 hour week and that Marshfield, Wisconsin Rapids, and Wood County all provide "Kelly Days" (7 for Marshfield and Wisconsin Rapids, and 6 for Wood County during the year) to provide for a reduction in what would otherwise be a 42 1/2 hour work week. According to the Association the only fair and accurate comparison is on a basis of days and not weeks.

Because of the difficulties of comparing vacation benefits with different work schedules, perhaps the most accurate way to assess the effects of the proposed change in the Portage County vacation plan is to work backwards from the total hours or days worked on an annual basis. Both parties indicated that Portage County deputies have a 40 hour week. This calculates out to the equivalent of 260 days per year. But with a 6-2 schedule, total working days in the year are the equivalent of 273.75 ( $365/8 = 45.625 \times 6 = 273.75$ ). If the Marathon and Wood County vacation policies (and in the case of Wood County, its Kelly Days) are applied as reductions from these figures, the present Portage County vacation policy results in fewer days worked per year than either of the other two counties. For instance, after one year of service a Portage County employee would work 260 days minus five days of vacation or 255 days. A Marathon County employee would work 273.75 days minus six days of vacation or 267.75 days. A Wood County employee would work 273.75 days minus twelve days of vacation and six Kelly Days or 255.75 days. After ten years of service a Portage County employee would work 245 days (260 minus 15 vacation days), a Marathon County employee would work 255.75 days (273.75 minus 18 vacation days), and a Wood County employee would work 249.75 days (273.75 minus 18 vacation days and 6 Kelly Days).

If the vacation policies of Wausau and Wisconsin Rapids are compared in the same manner, the present Portage County policy is slightly less liberal. The Stevens Point Police Contract for 1972 is ambiguous. In Article III it states a 40 hour week and 52 week year. But Article VI, Exhibit A, refers to a 42 hour week. Marshfield appears to have a 42 hour week only partially reduced by 7 Kelly Days. Thus, if comparisons are made like those used above in the case of the counties, the average days worked per year by policemen in these cities are not fewer than days worked by Portage County deputies under their present vacation policy.

Because the present Portage County vacation policy results in fewer hours and days worked per year by Portage County than Marathon and Wood County deputies, it would be difficult to justify adopting an even more liberal vacation policy, as proposed by the Association. If we were comparing only with the two counties, the award would clearly have to go in favor of the County's position. The comparison with the cities of Wausau, Marshfield, Stevens Point and Wisconsin Rapids makes the decision more difficult. In a normal arbitration the solution might be to liberalize the present vacation plan, not to the point advocated by the Association, but to the extent that it would be equated with plans in Wausau and Wisconsin Rapids (although even that result might have a tenuous basis since the Marshfield and Stevens Point vacation policies appear to be no more liberal than the County's).

That option is not open to me. In view of the generally more liberal benefits in the Portage County agreement, (in longevity pay, hospitalization insurance, and disability and life insurance) when compared with Marathon and Wood Counties, as well the overall more liberal benefits (although not on all items) when compared with the four cities used for comparison, I must find for the County.

#### AWARD

The offer set forth in the September 14, 1972, letter which is included as Appendix 3 to this report is selected as a resolution of this dispute. The County's offer is upheld. The Association's offer is denied.

Dated: October 25, 1972

Signed: David B. Johnson /s/  
David B. Johnson  
Neutral Arbitrator

APPENDIX 1

July 31, 1972

Wisconsin Employment Relations Commission  
ATTENTION: MORRIS SLAVNEY, Chairman  
30 West Mifflin Street - Room 906  
Madison, Wisconsin 53703

AUG 1 1972  
WISCONSIN EMPLOYMENT RELATIONS COMMISSION

RE: Portage County  
CASE XIII No. 15864 MIA-12

Gentlemen:

Pursuant to the Order of the Wisconsin Employment Relations Commission dated July 26, 1972, an Order requiring arbitration between the Portage County Deputy Sheriff's Association and the County of Portage regarding the 1972 contract, the following is the final offer as of July 24, 1972, between the County of Portage on the issues remaining in said negotiations with the Portage County Deputy Sheriff's Association:

- (1) The association is asking for a salary increase in the amount of \$39.60 per month retroactive to January 1, 1972, to reflect a total salary increase of 5½% over the monthly salary pursuant to the 1971 contract.
- (2) The association is asking that the county pay the remaining 1% of the deputy's share of the retirement fund contribution, an additional \$7.20 per month, making a total of \$46.80 per month net salary increase retroactive to January 1, 1972.
- (3) The association is asking that a vacation plan be made a part of the 1972 contract allowing the following vacation time: one week after one year; two weeks after two years; three weeks after five years; and four weeks after ten years.

Very truly yours,

*Mark Hemmrich*  
Mark Hemmrich  
Chairman, Bargaining Com.  
Portage County Deputy  
Sheriff's Association

cc: Mr. Carl Olsen, Chairman  
Portage Co. Personnel Com.

OFFICE OF DISTRICT ATTORNEY  
PORTAGE COUNTY  
WILLIAM A. BABLITCH

Maris Rushevics  
Asst. District Attorney

July 28, 1972

JUL 31 1972

Wisconsin Employment Relations Commission  
ATTN: MORRIS SLAVNEY, Chairman  
30 West Mifflin St. - Rm. 906  
Madison, Wisconsin 53703

RE: CASE XIII No. 15864 MIA-12  
Portage County

Gentlemen:

Pursuant to the Order of the Wisconsin Employment Relations Commission, dated July 26, 1972, an Order requiring arbitration between the Portage County Deputy Sheriffs Association and the County of Portage regarding the 1972 contract, the following is the final offer as of July 24, 1972, between the County of Portage on the issues remaining in said negotiations with the Portage County Deputy Sheriffs Association:

- (1) The County of Portage offers a monthly salary increase in the amount of \$35 retroactive to January 1, 1972.
- (2) The County of Portage offers in lieu of payment by the County of an additional one per cent (1%) of the deputy share of the retirement fund contribution, an additional seven dollars (\$7.00) per month, making a total of \$42 per month net salary increase retroactive to January 1, 1972.
- (3) The County of Portage offers disability insurance providing coverage of Three Hundred Dollars (\$300) per month and life insurance coverage in the amount of Seven Thousand Dollars (\$7,000), said coverage already being in effect since January 1, 1972, pursuant to the terms of the 1971 contract between the County of Portage and the Portage County Deputy Sheriffs Association.

Very truly yours,

*Carl Olsen*  
Carl Olsen, Chairman  
Portage Co. Personnel Com.

MR:amh  
cc: Mark Hemmrich  
Chairman, Bargaining Com.

OFFICE OF DISTRICT ATTORNEY  
PORTAGE COUNTY

WILLIAM A. BABLITCH

Maris Rushevics  
Ass't. District Attorney

September 14, 1972

Mr. David B. Johnson  
ArbitratorRE: CASE XIII No. 15864 MIA-12  
PORTAGE COUNTY

Dear Mr. Johnson:

The following is a supplemental offer submitted solely for the purposes of clarifying paragraph two of the original offer of Portage County dated July 28, 1972, and pursuant to the provisions of Section 111.7(4)(b) of the Wisconsin Statutes:

- (1) The County of Portage offers a monthly salary increase in the amount of \$35 retroactive to January 1, 1972.
- (2) The County of Portage offers in lieu of payment by the County of an additional one per cent (1%) of the deputy share of the retirement fund contribution, an additional seven dollars (\$7.00) per month making a total of \$42 per month net salary increase retroactive to January 1, 1972. Said additional payment of seven dollars (\$7.00) per month shall terminate on January 1, 1973, as the County of Portage at that time will assume the additional one per cent (1%) of the deputy share of the retirement fund contribution.
- (3) The County of Portage offers disability insurance providing coverage of three hundred dollars (\$300) per month and life insurance coverage in the amount of seven thousand dollars (\$7,000), said coverage already being in effect since January 1, 1972, pursuant to the terms of the 1971 contract between the County of Portage and the Portage County Deputy Sheriffs Association.

Very truly yours,

Carl Olsen, Chairman  
Portage Co. Personnel Com.MR:nlh  
cc: Mark Hemmrich