
In the Matter of the Petition of

ROCK COUNTY DEPUTY SHERIFFS
ASSOCIATION

To Initiate Final and Binding
Arbitration Between Said
Petitioner and

COUNTY OF ROCK

Case XXIII
No. 16424 MIA-35
Decision No. 11581-A

Appearances:

Mr. Victor Moyer, Corporation Counsel, for the Employer.

Mr. Patrick J. Rude, Murphy, Rude & Forrestal, Attorneys at
Law, for the Association.

FINAL AND BINDING ARBITRATION AWARD

Rock County, Wisconsin, hereinafter referred to as the Employer, and the Rock County Deputy Sheriffs Association, hereinafter referred to as the Association, were unable to resolve a dispute over their new terms and conditions of employment commencing January 1, 1973. Pursuant to Section 111.77, Wisconsin Statutes, the Association petitioned the Wisconsin Employment Relations Commission to initiate "final offer" arbitration, and the parties selected the undersigned as the arbitrator from a panel of names supplied them by the Commission. The appointment was made on February 27, 1973.

An arbitration hearing was held on April 6, 1973, at Janesville, Wisconsin. No transcript of the proceeding was made. Each party was given full opportunity to present evidence and testimony and make arguments. Neither party elected to file a post-hearing brief, and the record was completed at the close of the hearing.

There was only one issue remaining in dispute between the parties, namely, salaries. Because the Employer's offer was for a two year contract while the Association's was for one year, length of contract is a second issue.

The parties are in agreement that effective January 1, 1973, there should be an across-the-board increase to the bargaining unit of \$45.00 per month. They are in agreement, also, that the next increase should be July 1, 1973. The Association's "final offer" is that on July 1, 1973, there be an additional increase of \$50.00 per month to each sergeant, detective, lieutenant and captain. The Employer's position is that the increase on July 1, 1973, be \$25.00 to each of the above-mentioned ranked officers. However, the Employer's offer is linked to a second year of agreement. The Association proposes that the agreement be effective only in 1973.

The Employer proposes that effective January 1, 1974, the annual payroll for the bargaining unit be increased five percent less the amount necessary to provide an additional twenty-five dollars per man per month for sergeants, detectives, lieutenants and captains on July 1, 1974, for the remainder of 1974. Included in the Employer's second year offer is that vacations be increased to four weeks after fifteen years employment, effective January 1, 1974, a change from the four weeks after twenty years service in effect in 1973.

FACTS:

The record indicates that the Employer has sufficient funds to pay the Association's "final offer" and thus "ability to pay" is not an issue in the dispute. The Sheriffs Department services the townships and small cities in Rock County; the cities of Janesville and Beloit each have their own police departments.

In addition to the salary comparisons described below, the parties agree that the salaries paid in Jefferson, Racine and Kenosha Counties are relevant but since at the time of hearing each of these counties had not concluded bargaining, there are no data available.

There are approximately 70 persons in the bargaining unit of whom 26 are ranking officers. In comparison to all of the police and sheriff departments mentioned above, the Rock County Sheriffs Department has a much larger percentage of officers above the rank of sergeant (37.7% in Rock County compared with 26.8% in Jefferson County, the next highest and ranging down to 16.7% in Walworth County).

The Employer deals with a total of eight bargaining units. Six had reached agreement for 1973 at the time of the hearing. The increase for 1973 in these units averages 4.91% without fringe benefits, and 5.93% with fringe benefits. The Employer's offer to the Association for 1973 is a 6.63% increase, with an additional 5% to be effective in 1974. The Association's "final offer" including fringe benefits is 7.18%.

Cost of living figures introduced by the Employer indicate that the national cost of living has risen by 3.65% from January 1972, to January 1973.

According to the Employer, the Sheriffs Department has approximately 100 applications on file for positions in the department, although it is not clear from the testimony how many of those applicants are qualified.

According to the Association, state statutes will permit municipal employers to pick up an additional 1% of police retirement payments in 1974.

The following table is a composite of several tables presented by the parties at the hearing showing relevant salary data.

	<u>Rock Co.</u> <u>12/72</u>	<u>Rock Co.</u> <u>1/73</u>	<u>Rock Co.</u> <u>7/73 if</u> <u>Co. Offer</u>	<u>Rock Co.</u> <u>7/73 if</u> <u>Assn. Offer</u>
Start of 1st yr.	\$ 673	\$ 718	\$ 718	\$ 718
Start of 2nd yr.	715	760	760	760
Start of 3rd yr.	788	833	833	833
Start of 4th yr.	788	833	833	833
Start of 5th yr.	863	908	908	908
Start of 10th yr.	863	908	908	908
Sergeant	940	985	1010	1035
Detective	962	1007	1032	1057
Lieutenant	992	1037	1062	1087
Captain	1044	1089	1114	1139

	<u>Beloit Police 1973</u>	<u>Janesville Police 1973</u>	<u>Walworth Co. Sheriffs 1973</u>
Start of 1st yr.	\$ 680	\$ 715	\$ 732
Start of 2nd yr.	751	757	784
Start of 3rd yr.	814	831	814
Start of 4th yr.	824	831	864
Start of 5th yr.	912	907	895
Start of 10th yr.	932	n.a.	n.a.
Sergeant	984-	1044	985
	1025		
	(in 3 years)		
Detective	n.a.	1044	985
Lieutenant	n.a.	1148	n.a.
Captain	1139-	1200	n.a.
	1185		
	(in 3 years)		

CONTENTIONS OF THE PARTIES:

Association: The Association's position may be summarized as follows:

1. The Association contends that there is a gap in salaries between ranked and unranked personnel which is wider than exists in comparable counties, and the Association seeks to eliminate that gap. Both city departments within the County pay more to their ranking officers than does the Employer.
2. Furthermore, the Association contends, the Employer created the disparity in salary between ranks and in the percentage of ranked personnel in the department. The Employer should not be able to maintain the salary disparity based on a contention that it costs too much to eliminate because of the number of persons involved.
3. For at least two reasons, the Association contends, it cannot accept a two-year proposal. The first is that the Employer's proposal would give the non-ranked officers an increase of approximately 4% or less in 1974, an amount the Association views as insufficient. Secondly, acceptance of a two-year agreement would eliminate the possibility that the personnel in the department could secure the additional pension pickup by the Employer that the statutes permit in 1974.

Employer: The Employer's position may be summarized as follows:

1. The Employer acknowledges that some inequities exist in the salaries it pays to ranking officers relative to other comparable departments. However, the Employer contends, its two-year offer would gradually eliminate the differential and would do so in a way which is less expensive than the Association's, a matter of considerable importance given the large number of ranking officers. In addition, the Employer is concerned about creating dissension in the non-ranking personnel if a too rapid increase is given to ranked officers.
2. The Employer notes that the previous contract between the parties was a two-year contract, and thus, it contends, there is precedent for a two-year agreement. Furthermore, the Employer contends, the second year proposal is adequate since it is 5% above the proposed rates for 1973.

DISCUSSION:

The parties are not in disagreement about non-ranked salaries, only ranked salaries. They placed very little wage data on ranked salaries before the arbitrator and what there was is incomplete. Both parties acknowledge however that available data tend to show that the salaries paid by the Employer to ranked personnel are below the ranked salaries in the Janesville and Beloit police departments. The major issue between the parties is the speed at which the ranked salaries should be adjusted. The Employer's offer would leave the ranked officers considerably behind their competition in Janesville and Beloit in 1973, i.e. \$15 to \$34 per month behind sergeants; \$12 behind detectives in Janesville; \$86 behind lieutenants in Janesville; and, \$71 to \$86 behind captains. (No data were given on salaries of detectives and lieutenants in Beloit.) The Association's offer would close the gap by \$25 which would result in the Employer's detectives being slightly ahead of detectives in Janesville, and the sergeants being slightly ahead of Beloit and slightly behind Janesville. There would still be a large gap in lieutenants' and captains' salaries.

In the first year offers of both parties there is not really much to choose from, and the data would support either position as reasonable since both offers are adequate to cover cost of living changes, both close the salary gap, and both are higher offers than were accepted by other groups of the Employer's employees. The Employer's offer is part of a two year package, however, and it is that aspect which holds the key to the arbitrator's decision.

The Employer's offer for the second year will give most of the men in the unit, i.e. the unranked men, an increase of approximately 4%. Given the uncertainty of the nation's economy and the rapidity with which prices have been rising of late, it is not clear what the rate of inflation will be, but it is conceivable that the 4% offer will barely be sufficient to cover the increase in the cost of living.

The arbitrator sees no compelling reason to endorse a two-year agreement. Aside from the cost of living factor, it is also relevant that there was no evidence presented of any pattern of two year settlements being made. A third factor is that the Employer acknowledges that an inequity exists, and the Employer has not persuaded the arbitrator that it should wait an additional year to make the proposed adjustment.

While neither party's "final offer" is unreasonable, it seems to the arbitrator that under the present circumstances the Association's position is more reasonable. Therefore, based on the above facts and discussion the undersigned makes the following

AWARD

It is ordered that the Association's final offer be adopted, namely, "an additional fifty dollars per month for sergeants, detectives, lieutenants and captains, effective July 1, 1973," and that, "the contract is to run from January 1, 1973 to December 31, 1973, inclusive . . ."

Dated at Madison, Wisconsin, this 27th day of April, 1973.

Edward B. Krinsky /s/
Edward B. Krinsky
Arbitrator