

OPINION  
IN  
ARBITRATION

DOOR COUNTY, WISCONSIN	)	
	)	
-vs-	)	WISCONSIN EMPLOYMENT RELATIONS
	)	COMMISSION
DOOR COUNTY SHERIFF'S DEPARTMENT EMPLOYEES UNION	)	Case XIII #17508 - MIA - 84
LOCAL #1658, AMERICAN FEDERATION OF STATE, COUNTY	)	Decision No. 12400-A
AND MUNICIPAL EMPLOYEES, AFL-CIO	)	
	)	

ISSUE IN DISPUTE: Whether the final offer of the Employer or that of the Union, in respect to wages, hospitalization insurance and clothing allowance should be incorporated into the collective bargaining agreement between the parties for the calendar year 1973.

ARBITRATION PROCEEDINGS

In a letter dated January 29, 1974, the Wisconsin Employment Relations Commission informed the undersigned impartial arbitrator, H. Herman Rauch, that he had been appointed to hear and decide the issue cited above. This followed his selection by the parties (from a panel furnished them by the WERC) to issue a final and binding award in the matter, after the parties had reached an impasse in collective bargaining over certain terms of their 1973 contract and the Union had petitioned the WERC to initiate compulsory final and binding arbitration pursuant to "Section 111.77 (3) (b) of the Municipal Employment Relations Act." [WERC "Order Appointing Arbitrator."]

By agreement of all concerned, the hearing was held in the Door County Courthouse, Sturgeon Bay, Wisconsin, on February 28, 1974. The arbitrator made a record of the proceedings by means of his tape-recorder. Neither of the parties requested a copy of the tape so produced.

The arbitrator exchanged the post-hearing briefs of the parties on March 25, 1974.

PRESENT FOR THE PARTIES

<u>For Door County:</u>	Thomas L. Herlache	Chairman, Personnel-Bargaining Committee, Door County Board of Supervisors [Witness]
	John F. Maloney	Attorney [Mulcahy & Wherry, S.C., Milwaukee, Wis.]
<u>For Local #1658:</u>	Deputy Sheriff Alvin Birnschein	President, Local #1658
	Deputy Sheriff Allyn J. Buehler	Vice-President [Witness]
	Deputy Sheriff Floyd B. Miller	Secretary
	Deputy Sheriff Charles Sargent	[Witness]
	George Savage	Emergency Medical Technician [Witness] (Licensed Ambulance Attendant)
	James W. Miller	District Representative, AFSCME
	Chief Deputy Daniel O'Hern	(not a member of the bargaining unit) "

BACKGROUND TO ISSUE

During September 1972, the unaffiliated "in-shop" organization of the Door County Sheriff's Department submitted its proposals to the County for the 1973 Agreement -- its first. A number of subsequent collective bargaining meetings failed to produce a settlement on all of the issues. Among them was the organization's request for a 5.5% increase in the wage rates applicable to 1973.

Some time prior to the end of 1972, the County Board of Supervisors passed a resolution which permitted a 4.5% increase to be granted to all of its employees. Subsequently,--although the collective bargaining between the County and employees of the Sheriff's Department had not produced an agreement on the wage increase issue,--the County granted those employees a 4.5% increase, effective as of January 1, 1973.

On January 4, 1973, the County recognized the Union (now here involved) as the collective bargaining agency for all regular employees of the Sheriff's Department excluding the Sheriff, Chief Deputy, Sergeants and Chief Ambulance Driver. This "recognition" grew out of the fact that, on November 14, 1972, the Union had petitioned the Wisconsin Employment Relations Commission for an election to determine the bargaining agency.

The parties had a number of negotiation sessions following the recognition of the Union and the submission of its contract proposal to the Employer. In late October 1973, the Union petitioned the Wisconsin Employment Relations Commission for mediation. After two sessions of negotiations, the Union initiated, on or about January 3, 1974, the instant arbitration proceedings under "Section 111.77(3)(b)" of the Wisconsin Statutes.

At the time of the arbitration hearing, the parties agreed on the terms of a number of issues which, up to that time, remained in dispute. Consequently, the parties agreed that the issues which remain to be resolved in this proceedings are the wage rates, the hospitalization insurance and the clothing allowance issues.

#### ARBITRATOR'S FINDINGS

The Union proposes the following:

- 1) In respect to wages for 1973:
  - a) Inclusion in the contract of the 4.5% increase (over the 1972 rates applicable to the classifications of employees in its bargaining unit) which the Employer elected to put into effect on January 1, 1973.
  - b) Effective as of July 1, 1973, the following additional wage rate increases:
    - (1) Road Deputies: \$35.00 per month.
    - (2) Radio-Jailers (Communications & Security Deputy) and Law Enforcement Clerk: \$40.00 per month.
    - (3) Ambulance Drivers: \$45.00 per month.
- 2) Hospitalization insurance:

Single-person coverage: 100% County - 0% employee contribution.  
Family coverage: 80% County - 20% employee contribution.
- 3) Clothing allowance:

Road Deputies:	\$200.00 per year.
Radio-Jailer:	\$150.00 per year.
Ambulance Drivers:	\$ 50.00 per year.

Door County proposes the following inclusions in the labor contract:

- 1) In respect to wages for 1973: The 4.5% increase which has been in effect since January 1, 1973.
- 2) Hospitalization insurance:

Single-person coverage: 100% County - 0% employee contribution.  
Family coverage: 80% County - 20% employee contribution (an increase from 50% in each category).

3) Clothing allowance:

1st year of employment: up to an expenditure of \$350.00

Each year thereafter: up to \$125.00.

In its post-hearing brief, the County presented calculations to show the impact on the labor cost in the Sheriff's Department if the Union's proposal is awarded by the arbitrator. This calculation is based on the money the County spent in 1972 for wages and other items applicable to the classification of Sheriff's Department employees who are now under the Union's jurisdiction. The expenditures incurred in 1972 for the items here in dispute were the following: Wages: \$80,978.00; Health Insurance: \$2,037.13; Uniform Allowance: \$1,275.00. The total spent for those items in 1972 was: \$84,290.13. The total spent for all of the wages and benefits, (including overtime, holidays, retirement, etc., not here involved) in 1972 was: \$101,268.54.

The County estimated that, based on 1972 expenditures, the cost increase to the County of the Union's proposal for 1973 would be:

1) In respect to wages:

- a) The 4.5% increase: \$3,644.00.
- b) The \$35.00 - \$45.00 increases from July 1, 1973 onward for various classifications of employees: \$3,390.00
- c) The "roll-up" effect which those increases would have on overtime, holiday pay, etc.: \$422.68.
- d) Retirement premium increased cost: \$1,070.03.

2) Health insurance:

- a) Single-person coverage (for 2 persons): County assumption of 100% of premiums (from 50%): \$ 207.60.
- b) Family coverage (13 persons): County assumption of 100% of premiums (from 50%): \$2,297.88.

3) Uniform allowance: Cost increase, 1973, over 1972: \$875.00.

The 4.5% increase, plus the classifications increases from July 1, 1973 onward, would produce an 8.69% wage increase for 1973 over 1972 (according to the County's calculations). The total effect (considering all items) would be an \$11,907.19 increase, representing 11.76% over 1972. This would represent an increase of \$66.15 per month per employee involved. [County's Post-Hearing Brief, page 12.]

Based on the same 1972 costs, the cost of the increases proposed by Door County for application to 1973 are as follows:

- 1) In respect to wages: 4.5% increase (already in effect since January 1, 1973) cost, for the year: \$3,644.00.
- 2) Health insurance: 100% County contributions for single-person coverage (for 2 persons): increased cost: \$ 207.60.  
80% County contributions for family coverage (13 persons): increased cost: \$2,297.88.
- 3) Uniform allowance: no increase.

The "roll-up" effect on overtime, holiday pay, etc. of the 4.5% wage increase would cost the County \$218.88; the retirement premium increase, \$554.32.

The total effect of the County's proposal for 1973 would be an increase of \$6,922.88 or 6.84%, representing an increase of \$38.46 per month per employee in the unit. [County's Post-Hearing Brief, page 15.]

ARBITRATOR'S ANALYSIS: Re: Hospitalization Insurance

The arbitrator notes that the Door County's and the Union's proposals relating to health insurance are, in this case, identical. Therefore, regardless of which set of proposals--which "entire last and final offer," as a "package"--the arbitrator finds to be more appropriate in this case, the 1973 contract between the parties will commit the County to assume 100% of the premium cost for the single employees and 80% of that cost for family coverage (of employees in the bargaining unit).

Re: Clothing Allowance

The testimony pertinent to this item is confusing, because the "Chairman of the Executive and Personnel Committee" of the Door County Board of Supervisors, and the Chief Deputy of the Sheriff's Department expressed materially differing understandings regarding this allowance. The Chairman, who represented the County in negotiations with the Union, had the impression that a newly-hired Deputy, during his probationary period, was permitted to spend up to \$125.00 for clothing, and \$225.00 additional during the following 6 months (for a total of \$350.00 during the first year), and up to \$125.00 each year thereafter. The Chief Deputy, on the other hand, understood that newly-hired employees were permitted to spend up to \$75.00 for clothing during their probationary period and an additional \$225.00 during the first year, (if retained beyond the probationary period). Thereafter, Road Deputies were allowed to spend for clothing up to \$125.00 per year, and Radio Operators up to \$100.00 per year, at the County's expense. He testified that he produced the annual Sheriff's Department budget on the basis of those allowances. Both of these men had held their respective understanding on the subject for some years, and neither of them, apparently, ever had occasion to question their impressions. Adding to the confusion was the fact that, at some time in the negotiations, the County's proposal reflected the Chief Deputy's view of the matter, and its revised proposal merely proposed to continue the then current practice.

The Chairman of the Personnel Committee was obviously surprised at the confusion on this clothing allowance matter. While not certain as to the time, he expressed certainty that, at some time during the contract negotiations, he stated either to the Union negotiating committee or to the mediator, his impression of the sum allowed for clothing.

In its Brief, the County states that it "pays an initial uniform allowance... of \$350.00 in the first year and \$125.00 thereafter." [County's Brief, page 18.] Employer's Exhibit #4, presented at the time of the hearing, gives those same figures as applicable to 1972 and 1973. The arbitrator assumes, therefore, that the cited statements represent its clarification of its clothing allowance.

Re: Wages

The County proposes that the current monthly salary rate schedule (which has been in effect since January 1, 1973, when the 4.5% increase was applied) be made a part of the 1973 contract. This wage proposal is detailed in Union's Exhibit #15 as follows:

<u>Classification</u>	<u>Hiring Rate</u>	<u>From 6 Months Onward</u>	<u>After 18 Months</u>
Deputy Sheriffs	\$611.00	\$645.00	\$679.00
Communications & Security Deputy	553.00	585.00	617.00
Law Enforcement Clerk	553.00	585.00	617.00
Ambulance Driver	499.00	527.00	555.00

The Union proposes that the salary schedule offered by the County be applicable for the first 6 months of the life of the 1973 contract, but that from July 1, 1973 onward, the following monthly rate schedule apply [Union's Exhibit #15]:

<u>Classification</u>		<u>Hiring Rate</u>	<u>From 6 Months Onward</u>	<u>After 18 Months</u>
Deputy Sheriffs	(1)	\$646.00	\$680.00	\$714.00
Communications & Security Deputy	(2)	593.00	625.00	657.00
Law Enforcement Clerk	(3)	593.00	625.00	657.00
Ambulance Driver	(4)	544.00	572.00	600.00

These figures reflect the Union's proposal that, from July 1, 1973 onward, the rates applicable to the first 6 months be increased \$35.00, \$40.00 and \$45.00 for classifications numbered (1), (2) and (3), (4) respectively. It contends that those rates are justified both by the cost-of-living trends during 1973 and by the position which those rates hold among the rates paid for comparable work by comparable other governmental units.

The County disputes the Union's position on both counts. The County argues that some of the governmental units chosen by the Union for comparison purposes are not reasonably comparable. It points out that Door County, with a population of 20,100, is primarily a recreational area whose major activity is confined to the summer season, while the Counties of Brown, Outagamie and Manitowoc, with populations of 158,200, 119,400 and 82,400, respectively, have large urban areas which are oriented to industrial activity. It shows that the principal cities (Green Bay, Appleton and Manitowoc) in those Counties have populations of 87,800, 56,377 and 33,430, respectively, which exceed the total population of Door County (20,100), whose principal city (Sturgeon Bay) has a population of 6,700. A comparison of the Sheriff's Departments shows that the counties cited, in the order named, have 86, 49 and 43 people in them, while the personnel in that Department in Door County is 19. Sheboygan County (population 96,660), with its principal city by the same name populated by 48,484, with a Sheriff's Department of 63 people, is geographically closer to Milwaukee than to Door County, and is also not reasonably comparable either in size or in economic activity.

The County uses 5 counties and some cities in them for Sheriff's Department pay rate comparison purposes. It considers the Counties of Kewaunee, Oneida, Shawano, Marinette and Oconto comparable in respect to population, size of cities, industrialization, geographic location, economic similarity and Sheriff's Department size. It did not present the type of data in respect to those counties which it presented in respect to the Counties of Brown, Outagamie, Manitowoc and Sheboygan, noted above. The only data of that nature was produced by the Union's cross-examination of the Chairman of the Executive and Personnel Committee of the Door County Board of Supervisors. He stated that the population of Oconto County was 24,849 in 1960 and that the population of the cities of Oconto and Oconto Falls was 4,667 and 2,517, respectively, in 1970, (compared to 6,700 for Sturgeon Bay).

In making their comparisons respecting the salaries paid to Deputies in 1973, the County and the Union both used data respecting the Counties of Kewaunee, Oneida, Marinette and Shawano. Unfortunately, however, that data agrees only in respect to maximum rates which applies in Kewaunee (\$728.00) and Oneida (\$707.00) Counties. In respect to Shawano County, the Union's data says that \$740.00 was paid; the County's figure is \$700.00. For Marinette County, the Union shows the rate as \$679.00; the County shows \$688.00.

The County's data includes a few examples of the relationship, if any, which existed between the salaries paid to Deputies and those paid to the City Police Officers in 1973:

	<u>Deputies</u>	<u>Police</u>
Kewaunee (County & City)	\$728.00	\$643.00
Oconto " " "	595.00	575.00
Marinette " " "	688.00	730.25 (final negotiations for 1973 not completed)

In its analysis of wage rates paid by the counties and cities it deemed comparable, the County found that its 1972 "minimum" rate (\$614.01 per month) for its Deputies placed it "precisely mid-way between the area extremes," that its "maximum" (\$685.75) placed it "4th" and that the 4.5% increase proposed for 1973 (already paid since January 1, 1973), producing a top rate of \$679.00 per month, maintains the cited relative position of the County's maximum rate.

The County placed special emphasis on the relationship between what it says are "wage scale" increases effected for its Deputies since 1968, and the relationship which those increases hold to the cost-of-living increases since that date. Those figures show a percentage increase of 53.17% over the 1968 "annual salary." It shows the "annual salary" for 1968 to have been \$4,950.00 and that of 1973 (including the 4.5% increase granted, unilaterally, by the County as of January 1, 1973) as \$8,148.00. It shows the cost-of-living moving upward from the "Index" figure 106.4 to 138.5 (U.S. City Average "All Items"), or an increase of 27.2%.

The wage increases granted by the County to the Deputies for 1969 and 1972 (\$930.00 or 18.79% and \$1,080.00 or 16.07%, respectively), are considered by the County to be particularly significant here, because they resulted from the recommendations made by the Bureau of Personnel in mid-1971, following its independent study of the Door County wage structure for its employees. Those recommendations were designed to put the wage rates for Door County employees in line with the rates then being paid for comparable work in comparable employments.

The record shows that 13 employees whose classifications are now in the Union's jurisdiction received, for 1972, pay raises ranging from \$40.00 to \$140.00 per month and that the average increase of \$106.85 per man per month represented a 20.52% increase for them.

Based on what was done in respect to the 1972 salary rates, the County contends:

- 1) That the 4.5% which was added to the 1972 rates, beginning January 1, 1973, was more than adequate to compensate for the 3.4% cost-of-living rise for 1972 shown by the "U.S. All Cities Index."
- 2) That, since the current salary for Deputies is based on the recommendations made pursuant to the "Door County Classification Plan" of July 1971, produced through its own resources and in its own chosen way by the Wisconsin State Bureau of Personnel, and since that study and those recommendations were designed to establish an equitable compensation structure both among the various classifications of employees of Door County and in comparison to comparable classifications with other comparable employers, it is reasonable to assume that the addition of 4.5% increase to the 1972 salary rate serves to keep the 1973 salary schedule in line.

While the County recognizes that the view of 1973 presented by hind-sight now in 1974 cannot easily be ignored, it feels that the cost-of-living trend should properly be considered in the light of what was visible to the parties in late 1972 or early 1973, when the 1973 contract would and should normally have been negotiated.

The County also contests the implications for 1973 of the Union's Exhibits which say that the cost-of-living increased 8.8% for the year 1973. The County "quarterized" the actual monthly increase and arrived at 6.8% as the average increase for the year. It points out that it must be recognized that the employees here involved had the benefit of the 4.5% increase from January 1, 1973 onward,--which means (as the arbitrator understands the argument) that the employees were utilizing that increase in 1973 when the cost-of-living was not at the level it reached by January 1974, and that the benefit of that increase has continued to be theirs after January 1, 1974.

The County presented an Exhibit which reflects the annual earnings of employees in three enterprises in the private sector, operating in Sturgeon Bay, the principal city in Door County and the County seat. It shows the following:

- 1) Peterson Builders: as of May 1972: Mechanics "annual salary" = \$7,987.20  
as of May 1973: Mechanics "annual salary" = 8,548.80

The County calculates that this represents a \$46.80 or 7% increase per month.

- 2) Bay Ship: This is a Unionized enterprise in which the employees in the bargaining unit had the following "annual salary":

as of October 1972: \$8,340.80  
as of August 1973: 8,798.40

The County calculates that this represents a \$38.13 or 5.5% monthly increase.

- 3) Santa Rosa Shoe: had a range of "base rates" from \$2.10 to \$3.14 for 1973, with a 2% increase for that year.

The County also showed that --

- 1) The Sturgeon Bay Police received a \$31.21 wage increase per month; a \$1.66 monthly increase in health insurance cost coverage; together totalling 4.57% for 1973.
- 2) The Teachers in the Sturgeon Bay School District received a 4% increase in their salary and benefits in the 1972-1973 school year over the preceding year.
- 3) The 80 employees in the administrative, clerical and library functions in the County Courthouse received a 4.5% wage increase for 1973.
- 4) The employees in the Highway Department received a 4.5% increase for 1973.

#### ARBITRATOR'S COMMENTS

An arbitrator must recognize that it is difficult for parties in the Public Sector to present data which, in respect to other jurisdictions and employments, is precisely comparable to its own. In most cases, the variations in the local situations on which the data is based, and the data itself, are substantial. This case is no exception.

In this case, for example, the County shows that, between 1968 and 1973, the wage rate for its Sheriff's Deputies rose nearly twice as rapidly as the cost-of-living increased during that period. This is impressive until one notes that the annual salary for those Deputies was \$4,950.00 in 1968, and that an 18.79% increase was granted the following year to bring that rate up to what the study of the County's pay structure, made by the Wisconsin State Bureau of Personnel, found appropriate in order to bring the Deputies in line with the pay scale in comparable employments. Probably more surprising is the fact that only 3 years later, based on another study by the same State agency, the County found it necessary to grant a 16.07% increase for 1972, in order to bring its salary scale for Sheriff's Deputies in line with the rates the study found to prevail for comparable employments. [Study dated July 1, 1971.]

The evidence, confusing as it is in some respects, and contradictory in others, suggests that Sheriff's Deputies in other jurisdictions which appear to be reasonably comparable in functions performed, generally had a salary rate near or above \$700.00 per month. It also shows that employees of 2 major private employers in Sturgeon Bay (the headquarters of the Sheriff's Department for Door County) had annual earnings which exceeded that \$700.00 monthly rate. While the work involved in the cited private employments apparently is of a skilled nature, such a rate of earnings inevitably has an influence on the economy of the community where such earnings exist to a material degree. The employment for which only the "base rate" for work performed is given, does not reflect the actual earnings which those rates, on incentive, normally produce. Under any circumstances, the work involved is not likely to compare reasonably with the factors which make up a Sheriff's Deputy's work.

The County did not contend that its financial situation made it impossible for the County to assume the cost of an award which causes the Union's "Final Offer" to be incorporated into the 1973 contract. Therefore, in this case, the arbitrator need not consider that factor.

CONCLUSION: RE: WAGES

The parties agreed that the "wage issue" should be resolved on a "package" basis. Therefore, either the County's or the Union's proposal, in toto, must be awarded.

In the opinion of the arbitrator, the Union's final wage offer, pertinent to the "Road Deputies", "Radio-Jailer" (Communications & Security Deputy), "Law Enforcement Clerk" and "Ambulance Drivers" (the classifications of employees in the bargaining unit), appears to be the most appropriate for inclusion in the bargaining agreement for 1973. This does not ignore the fact that the County pays the entire premium (14.35% of gross wages) for the retirement pension of these employees. Nor does it ignore the fact that, in respect to 1973, the County was re-imbursed for much of the salary cost for its Ambulance Drivers. Since the evidence and most of the argument centered on the wage rate of Deputies, the arbitrator assumes that the salary rates proposed by the parties for the other classifications hold a substantially equitable relationship to the rate proposed for the Deputies.

Based on his conclusion on this wage issue, the arbitrator rules that the terms of the Union's wage offer (which were given above) shall be incorporated into and become a part of the collective bargaining agreement between the parties for 1973.

CONCLUSION: RE: HOSPITALIZATION INSURANCE

As noted earlier, the final offers of the parties in respect to this issue are identical. Therefore, the 1973 agreement shall provide that the County assume 100% of the insurance premium cost of "single" and 80% of "family" coverage.

CONCLUSION: RE: CLOTHING ALLOWANCE

The Union's proposal ("final offer") in respect to this item was detailed above. That proposal shall be incorporated into the 1973 agreement between the parties.

The arbitrator notes that the allowance proposed by the Union revises upward the total amount which the various classifications of employees in the bargaining unit may spend, during the year, at the County's expense. Since 1973 is already passed, no employee can now incur any expense for clothing which was not incurred in 1973. Therefore, the only cost which the increased allowance can now produce for the County (by having it at this point in time included in the 1973 contract) is in cases where--and to the extent that--an employee, during 1973, had spent more than the annual amount allowed at that time and was called upon to re-imburse the County for the excess.



DECISION

The above "Conclusions" constitute the decision of the arbitrator on all of the matters presented to him for final and binding disposition by him: namely, the entire last and final offer of the Union shall be incorporated into the 1973 contract between the parties.

The above decision is based on a consideration of all of the evidence and post-hearing argument presented by the parties, with the view to understanding it in the light intended by them. In appraising the significance of that evidence, the "factors", which by law [Section 111.77(6) of the Wisconsin Statutes] must be given weight, were kept in mind.

April 18, 1974

Date

H. Herman Rauch /s/

H. Herman Rauch, Impartial Arbitrator  
(by WERC Appointment)