

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of	:	
	:	
LOCAL 1323-B, AFSCME, AFL-CIO	:	
	:	
For Final and Binding Arbitration	:	Case XXI
Involving Traffic Police	:	No. 17688 MIA-93
In the Employ of	:	Decision No. 12540-A
	:	
DODGE COUNTY (TRAFFIC DEPARTMENT)	:	
	:	

INTRODUCTION

This is a proceeding under Wis. Stats. 111.77(3) (b) and (4)(b) (Form 2).

Each party filed an amended final offer within 5 days of the hearing. The Union's final offer is attached as Exhibit A and the County's as Exhibit B.

The hearing was held, by agreement, in Juneau, Wisconsin on May 8, 1974, and the parties, with the consent of the undersigned, waived a stenographic transcript thereof.

The principal representative of the Union was Robert W. Lyons, District Council 40, AFSCME, AFL-CIO, Representative.

The County was represented by Dennis J. Purtell, Esq., of Purtell, Purcell, Wilmot & Burroughs, S.C., Milwaukee.

THE ISSUES

1. Shall the general pay increase effective 1-1-74 be \$55 per month, as proposed by the County, or \$65 per month as proposed by the Union?
2. Shall there be an additional \$15 per month increase for Radio Operators, as proposed by the Union?
3. Shall the new agreement continue to 12-31-74, as proposed by the Union, or to 12-31-75, as proposed by the County, with a \$60 general increase effective 1-1-75 (6.96%)?
4. Shall the uniform allowance be increased \$30 per year to Patrolmen, Sergeants, Lieutenants, and Part-time Radio Operators, or \$10 per year to all employes, as proposed by the County?
5. Shall compulsory overtime pay continue to be paid or accumulated at the employe's option for the first contract year and be paid in the second contract year (if the County prevails on issue 3), as proposed by the County, or changed to a 40 hour maximum carry-over except as the Department Chief may otherwise agree, as proposed by the Union?

THE FACTS

Issue No. 1, The General Increase

Both proposals being in an across-the-board dollar amounts, vary in percentage from 8.1% of the Traffic Officer starting rate to 6% of the top rate for Traffic Lieutenant, in the case of the County to 9.4% and 7% in the case of the Union.

In its Exhibit 10, "Cost of Union Proposal" at the hearing, the Union asserted and used, without County objection, an average monthly rate for 1973 of \$807. The County offer of \$55 is 6.9% of this amount and the Union proposal is 8% thereof.

In Jefferson County, and the Union cites as authoritative Arbitrator Robert J. Mueller's conclusion in WERC Case XV No. 16309 MIA-26, Decision No. 11584, that Jefferson County is comparable more to Dodge County than any other county, the 1974 ranges for Deputy II (Patrolman, Radioman, Jailer) and Sergeant I are (1974 labor contract, Union Exhibit 2 at the hearing):

	<u>Start</u>	<u>6 mo.</u>	<u>18 Mo.</u>	<u>30 mos.</u>	<u>42 mos.</u>
Patrolman	\$733.	768	805	844	885
Sgt. I	805	844	885	925	969

These ranges are not more than one-tenth plus or minus of a 5% increase over the 1973 ranges established in the above cited arbitration decision.

In both Washington and Fond du Lac Counties the 1974 similar ranges are 5% and 5.3% respectively higher than the 1973 ranges.

Issue No. 2, Additional General Increase for Radio Operators

At the hearing the Union urged that (1) the Radio Room activity had increased substantially in the last several years and that more sophisticated radio equipment had been introduced and (2) that both conditions justify an additional \$15. increase for radio operators.

The 1972 and 1973 Dodge County Police Reports (Union exhibits 7c, and 7d) show an increase of total messages from 72,092 in 1972 to 79,233 in 1973, or 7,131 constituting about 10%.

The more sophisticated equipment was not described nor was the effect of the increase in calls.

The same reports show an increase of arrests from 1,102 in 1972 to 1,646 in 1973 (49%).

Issue No. 3 Contract Duration

In the hearing the parties indicated that adjacent counties Washington and Fond du Lac had 2 year contracts and Dane, Jefferson and Waukesha had 1 year contracts but that the duration of the 1974 Waukesha contract was an issue in the current WERC proceeding.

It was further noted in the hearing that the Union also represents 3 other units of Dodge County employes and this year negotiated 2 year contracts with each such unit.

The Union argued that it was not opposed in principle to multi-year contracts if there was sufficient cost-of-living protection included which, in its view, is not so here.

The County argued that the practicalities dictated concurrent bargaining of all 4 units and that its proposed \$60 general increase on 1-1-75 was ample cost of living protection.

Issue No. 4 Uniform Allowance

The present uniform allowance is \$170 per year (\$160 for radio operators) in kind. The employes buy at and charge to the County needed items up to the maximum at an outlet selected by the County.

The Union relied at the hearing on the increased costs of the items required over the last 2 years (there was no increase in the allowance in the last contract) and proposed a \$30 per year increase to Patrolmen, Sergeants and Lieutenants, no change in the \$160 Radio Operators allowance, and an increase from \$50 to \$80 per year for part-time radio operators.

The County offered a \$10 per year increase to all employes.

The latest Cost-of-Living Data (Exhibit C attached) shows an increase in the 1973 average for "Apparel and Upkeep" of 7.0 points over the 1971 average (there was not increase in the 1972 allowance). This is an increase of 5.8%. From 1-1-72 to 12-31-73 it is 7.8%.

The County proposed increase of \$10 is 5.88% of the annual \$170 allowance and the Union proposed \$30 increase is 17.6% of the \$170 allowance.

Issue No. 5 Overtime Payment Method

Presently, employes have the option to be paid for overtime worked or to defer and accumulate such earnings.

The County proposes that the present option continue for the first year and in the second year (if the County prevails on issue No. 3) the option right expire and employes be paid for overtime worked.

The Union proposes that the option continue but a deferral of not more than 40 hours be permitted except as the Department Chief may otherwise agree.

Dodge County Facts

The Counties contiguous to Dodge are seven: Columbia, Dane, Jefferson, Waukesha, Washington, Fond du Lac, and Green Lake.

At the hearing the Union objected to comparisons with Green Lake County because of its small size. Similarly, objection could be made to Dane and Waukesha comparison as inapt because of their large size and metropolitan character. All three are included keeping such inaptness in mind.

Ranking with these counties shows (1973 Wisconsin Blue Book):

<u>Item</u>	<u>Rank of Dodge County</u>
Population	4
Tax Value	7
Square Miles	2
Miles of Highway	3
Welfare costs paid by County	4

DECISION

Held for the County, the parties' 1974-75 contract shall consist of the 1973 contract provisions as modified by the agreements of the parties in collective bargaining and the County's last offer.

RATIONALE

Dodge County Circumstances

With the second lowest (Green Lake County was lowest) tax value and the fourth largest welfare burden, Dodge County lacks an enviable "ability to pay". This is noted here in response to Wis. Stats. 111.77 (6) (c) but, as appears below, is not controlling fully.

The General Increase Issue

The County proposed 6.9% general increase exceeds the 5.4% of 1974 general increases of Jefferson, Washington and Fond du Lac Counties.

While the 1975 Jefferson, Washington, and Fond du Lac County increases cannot be predicted, it is not unreasonable to assume that the Dodge County 7% (rounded) increase for 1975 will be representative. (See Addendum for Waukesha County.)

The Additional Radio Operators' General Increase

A 10% increase in message traffic, standing alone, does not warrant an additional pay increase. In many cases, both industrial and governmental, an increase in work load is met by utilization of any idle time or addition to staff. The installation of unspecified sophisticated equipment can facilitate as well as delay task completion.

The Contract Term

"Coordinated bargaining" of several bargaining units of a common employer is usually sought by unions to enhance the bargaining strength of the smaller of the coordinated units. Indeed, the Union has no objection in principle to the concept but resists it here because of an understandable apprehension as to the future "cost-of-living" movement.

The three other units of Dodge County employees that the Union represents are those in the (a) Highway Department, (b) County Home, and (c) County Hospital and Union Exhibit 8 at the hearing summarized the contract changes for 1974-75 agreements for each unit.

In the Highway Department contract the 1974 general increase is 24¢ per hour and the 1975 general increase is 25¢ per hour. While there is an additional 13¢ per hour general increase for 1975 it is to compensate for a reduction of hours.

In the County Home contract the 1974 general increase is \$28 per month and the 1975 general increase is \$33 per month.

In the County Hospital contract, the 1974 general increase is also \$28 per month which is stated in the Exhibit as 5.8% of average rate, and the 1975 general increase is also to be \$33 per month, or 5.8% of average rate.

By these standards a 7% (rounded) 1975 general increase for the Traffic Unit should not be unrepresentative.

In addition, both parties, with the cooperation and business-like attitude that was exhibited during the hearing, can reach their agreements (or disagreements) more expeditiously.

The Uniform Allowance

Even granting that the cost of uniform equipment used by the Traffic men is not accurately reflected by the Cost of Living Index, a claim for two+ times that Index increase is not justified.

The Overtime Pay Liquidation Issue

The County's desire to discontinue being an at-will depository of prior earnings is understandable. The employees' desire to have a "bank" of money which might otherwise "dribble away", to draw on in case of need or want is also understandable.

I would like to think that the parties can work out a mutually agreeable accommodation, perhaps, along the lines of the Union proposal which recognizes that the Department Chief must have some control over the potential problems.

If not, the County's proposal becomes effective.

John L. Waddleton
Arbitrator

June 28, 1974

ADDENDUM

At the hearing the Union representative volunteered the Waukesha County 1974-75 general wage increase terms on the basis of his attendance at the Arbitration hearing before Arbitrator Frank Zeidler.

The County objection to such proof was sustained but the parties agreed that it could be included in this record if this Arbitrator could obtain the information from Mr. Zeidler.

Mr. Zeidler advised as follows:

1. The Union proposal was for a 10% General increase for a one year agreement;
2. The County proposal was, over a two year contract period:
 - 3% January 1, 1974
 - 3% July 1, 1974
 - 3% December 28, 1974
 - 2% June 1, 1975
3. He is awaiting the parties' briefs and the decision is, accordingly, delayed.

On an annual basis, the Waukesha County's proposal is about 4.5% for 1974 and 4% for 1975. Against this the Dodge County 6.9% and 7% (rounded) increases for 1974 and 1975 respectively appear more than representative. Should the Waukesha Union proposal be chosen by the Arbitrator, then, although not relied on above, the "Dodge County Facts" would still justify the selection here of the Dodge County proposal. The Waukesha County ranking on the same above factors is (same source):

Population	2	Miles of Highway	2
Tax Value	2	Welfare cost to County	2
Square Miles	6		

and, at least, the tax value and county paid welfare costs are parallel in rank as apposed to Dodge County.

The percentage of welfare costs to tax value of Dodge is twice that of Waukesha.



Postmarked 5/3/74
Rec'd 5/4/74

EXHIBIT A, page 1

ROBERT J. OBERBECK
EXECUTIVE DIRECTOR

Council of County and Municipal Employees

4646 FREY STREET • MADISON, WISCONSIN 53705 • 233-9792

ROBERT W. LYONS
REPRESENTATIVE, SOUTH SHORE DISTRICT
W159 N8388 APPLE VALLEY DRIVE
No. 102
MENOMONEE FALLS, WISCONSIN 53051
TELEPHONE: (414) 255-2217

May 2, 1974

Mr. Morris Slavney, Chairman
Wisconsin Employment Relations Commission
30 West Mifflin St., Room 906
Madison, Wis. 53703

Re: Dodge County (Traffic Dept.),
Case XXI, No. 17688, MIA-93

Dear Mr. Slavney:

Enclosed herewith please find the Amended Final Offer of the Dodge County Traffic Police, Local 1323-B, AFSCME, AFL-CIO.

Hearing in this case has been set for 9:30 a.m. on Wednesday, May 8, 1974, at the Dodge County Highway Department offices in Juneau. The Amended Final Offer of the Union is being submitted in accordance with section 111.77(4)(b), Wisconsin Statutes.

Sincerely yours,

Robert W. Lyons /rlf
Robert W. Lyons, Representative
District Council 40

RWL/plf

cc: Mr. John L. Waddleton, Arbitrator
President & Secretary, Local 1323-B
Mr. Dennis J. Purtell
Mr. Millard Kennel, Chairman, Personnel Committee

AFFILIATED WITH THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

Amended Final Offer

The following is the amended final offer of the Dodge County Traffic Patrolmen, represented by Local 1323-B, AFSCME, AFL-CIO:

1. That items tentatively agreed upon during the course of negotiations be made a part of the final settlement. These items include:
 - a.) A restructuring of the contract in accordance with the proposal submitted by the Union;
 - b.) The addition of an Article entitled "Conduct of Business" as per the proposal submitted by the Union;
 - c.) An increase in the maximum sick leave accumulation from eighty four (84) to ninety (90) days;
 - d.) The placement of the Part Time Radio Operator on the new wage schedule in accordance with his length of service (computed on the basis of actual hours worked), and the subsequent advancement of the Part Time Radio Operator on said wage schedule in accordance with actual hours worked.
2. That the contract be of one (1) year duration, running from January 1, 1974 up to and including December 31, 1974.
3. That the vacation scheduling language proposed by the County be incorporated into the 1974 contract.
4. That the Uniform Allowance be increased as follows:
 - a.) From \$170 to \$200 per year for Patrolmen, Sergeants, and Lieutenants;
 - b.) No change in the present \$160 per year allowance for Radio Operators;
 - c.) From \$50 to \$80 per year for the Part-Time Radio Operator.
5. That employees have the option of receiving either pay at the rate of time and one half or compensatory time off at the rate of time and one half for all overtime and holiday hours worked, provided however, that employees may not carry over more than forty (40) hours of compensatory time from one year to the next unless special permission is granted by the Chief.
6. That wages be increased sixty five dollars (\$65) per month across the board for all classifications.
7. That in addition to number 6 above, the rate of pay for Radio Operators be increased an additional fifteen dollars (\$15) per month across the board.

Postmarked 5/2/74

PURTELL, PURCELL,
WILMOT & BURROUGHS, S. C.
1902 MARINE PLAZA
MILWAUKEE, WISCONSIN 53202

ROBERT S. MCCORMACK (1913-67)
DENNIS J. PURTELL
DAVID V. PURCELL
ROBERT A. WILMOT
CHARLES E. BURROUGHS

(414) 272-8550

May 2, 1974

Mr. John L. Waddleton
8136 Milwaukee Avenue
Wauwatosa, Wisconsin 53213

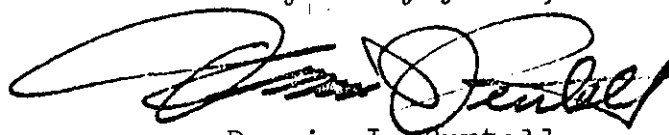
RE: Dodge County Traffic Department
WERC Case XXI, No. 17688 MIA-93

Dear Mr. Waddleton:

Pursuant to Wisconsin Statutes 111.77(4)(b), the Employer, Dodge County, does hereby modify its final offer previously submitted, by changing the provisions of Paragraph B (4) to read: "Wages for employees in the bargaining unit shall be increased in the amount of \$55.00 per month effective January 1, 1974, and \$60.00 per month effective January 1, 1975."

In all other respects, the Employer's position remains the same as per its final offer.

Very truly yours,



Dennis J. Purtell

DJP/jj

cc: Mr. Robert Lyons
Mr. Millard Kemmel
Mr. Victor Gehrke

Postmarked 5/2/74
5/16/74

PURTELL, PURCELL,
WILMOT & BURROUGHS, S. C.
1902 MARINE PLAZA
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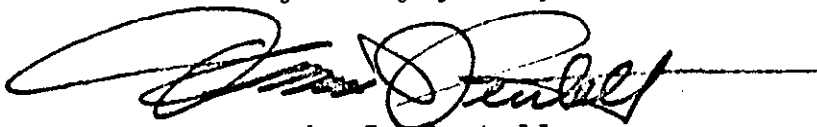
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In all other respects, the Employer's position remains the same as per its final offer.

Very truly yours,



Dennis J. Purtell

DJP/jj

cc: Mr. Robert Lyons
Mr. Millard Kemmel
Mr. Victor Gehrke

CONSUMER PRICE INDEX—UNITED STATES—Continued

As Revised, 1964

All-items and Major Group figures for Urban Wage Earners and Clerical Workers (including single workers)

(1967 = 100)

→ For factors which permit conversion of the figures below to comparable figures on the 1957-59 base, see #216.35.

Health and Recreation

Year	All Items	Food	Hous- and Hip- ness	Apparel Trans- tion	Medical Total	Per- Health and Rec- tention
1967	133.1	141.4	135.0	123.8	130.2	125.2
1966	129.8	137.7	131.0	121.0	127.8	121.1
1965	127.4	134.6	127.6	117.8	124.6	117.8
1964	125.2	131.5	124.8	114.8	121.6	114.8
1963	123.0	128.4	122.0	111.9	118.6	111.9
1962	120.8	125.3	119.2	109.0	115.7	109.0
1961	118.6	122.2	116.4	106.1	112.8	106.1
1960	116.4	119.1	113.8	103.2	109.9	103.2
1959	114.2	116.0	111.2	100.3	107.0	100.3
1958	112.0	112.9	108.6	97.4	104.1	97.4
1957	100.0	100.0	100.0	100.0	100.0	100.0

Year	All Items	Food	Hous- and Hip- ness	Apparel Trans- tion	Medical Total	Per- Health and Rec- tention
1967	133.1	141.4	135.0	123.8	130.2	125.2
1966	129.8	137.7	131.0	121.0	127.8	121.1
1965	127.4	134.6	127.6	117.8	124.6	117.8
1964	125.2	131.5	124.8	114.8	121.6	114.8
1963	123.0	128.4	122.0	111.9	118.6	111.9
1962	120.8	125.3	119.2	109.0	115.7	109.0
1961	118.6	122.2	116.4	106.1	112.8	106.1
1960	116.4	119.1	113.8	103.2	109.9	103.2
1959	114.2	116.0	111.2	100.3	107.0	100.3
1958	112.0	112.9	108.6	97.4	104.1	97.4
1957	100.0	100.0	100.0	100.0	100.0	100.0

1967-1970 Indexes calculated on 1957-59=100 base. For conversion factors to 1957 base, see #216.35.

** Reestimated to reflect auto excise refund.

* Includes food at home (cereals and bakery products, meats, poultry and fish, dairy products, fruits and vegetables and other foods at home) and food away from home.

† Includes rent and expenses incident to homeownership (home purchase, mortgage interest, taxes, insurance, and maintenance and repairs); also includes food (oil and coal), utilities, and other services (telephone, water and sewage service) and household furnishings and operations.

‡ Includes men's and boys', women's and girls' and footwear; also includes infants' wear, and other accessories and repairs.

§ Includes private and public transportation.

¶ Includes tobacco, alcoholic beverages, and funeral, legal and bank service charges.

Labor Law Reports

217.0