

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of
LACROSSE COUNTY TRAFFIC POLICE AND
DEPUTY SHERIFF'S ASSOCIATION
For Final and Binding Arbitration
Involving Law Enforcement Personnel
in the Employ of
LACROSSE COUNTY

Case XXXI
No. 18786 MIA-152
Decision No. 13408-A
Arbitrator's Decision

GENERAL

Sometime prior to January, 1975, the parties to this dispute began negotiating in collective bargaining looking toward a labor contract for 1975. Yet, certain issues remained unresolved in spite of the parties' efforts. Finally, in January, 1975, the LaCrosse Traffic Police and Deputy Sheriff's Association, (hereafter "Association"), petitioned the Wisconsin Employment Relations Commission for final and binding arbitration pursuant to Section 111.77 of the Wisconsin Statutes.

On March 3, 1975, the Wisconsin Employment Relations Commission ruled that an impasse on the issues existed and ordered that final and binding arbitration to resolve the impasse existing between the parties be held before a neutral arbitrator. Thereupon, on March 21, 1975, Milo G. Flaten, of Madison, Wisconsin, was selected as sole arbitrator to issue a final and binding award in the matter.

Prior to the commencement of these proceedings, the Arbitrator afforded the opportunity for the parties to deviate from the established statutory procedure by submitting the dispute to the Arbitrator on an issue by issue basis. That is, the Arbitrator offered to decide each issue on the basis of the final offer for each, instead of making a single award encompassing all of the issues confronting the litigants. However, after caucusing to give the proposal due consideration, the parties rejected the issue-by-issue proposal. For such a deviation to be binding under the law, both parties must agree to it. In this instance, the County chose to remain with the statutory procedure.

Nevertheless, since January 31, 1975, the date the Association filed the petition for binding arbitration, the issues in dispute have been narrowed considerably. That is, there were apparently twelve items in dispute on March 10, 1975, and all but four were eliminated at the time these proceedings took place. Further, by consent of the parties on the morning of this Hearing, one more issue was dropped by the Association from its list of demands, and the County increased the amount of its wage offer. Thus, the existence of Section 111.77 of the Wisconsin Statutes had operated to shorten the path to the goal of final agreement even prior to the commencement of these proceedings.

THE HEARING

On April 9, 1975, proceedings were held at the LaCrosse County Courthouse, in the city of LaCrosse, Wisconsin pursuant to law. The appearances at that hearing were as follows:

For LaCrosse County:

Attorney Raymond Sundet, Corporation Counsel
Mr. Kenneth Guthrie, County Personnel Director

For the LaCrosse County Traffic Police and Deputy Sheriff's Association:

Attorney James J. Bannen, Attorney for the Association
Mr. Gerald Clark, Association President.

Also present were several other officers and members of the Association, as well as various members of the Finance and Purchase Committee of the LaCrosse County Board.

The parties previously requested that the hearing be had on the record, and a court reporter was hired to transcribe the proceedings. As a result, a 144-page Transcript of Testimony was provided and now forms a part of the Arbitrator's record.

THE ISSUES

As was indicated, the Wisconsin Employment Relations Commission ordered that issues before the Arbitrator should be based upon the final offer of the parties, dated January 31, 1975. Nonetheless, the parties mutually agreed that a further refinement and resolution could be made until, finally, at the Hearing of April 9, 1975, it was stipulated that the following issues would be submitted for decision and the Arbitrator's Award.

1. Wages
2. Retirement Pay
3. Hospitalization Insurance

WAGES

In its final offer, LaCrosse County proposed that the Association be paid a Sixty (\$60.00) Dollar per month increase to all of its members, regardless of grade or length of service.

On the other hand, the Association requested a wage increase of Seventy (\$70.00) Dollars per month across the board.

In support of its request, the Association provided pay data from comparable and surrounding counties, cost of living figures, wage figures of surrounding counties compared with the major city in that county, as well as comparisons with the Police Department of the City of LaCrosse.

Additionally, testimony was given which demonstrated that being a police officer is a job which is both unique in comparison with other jobs and is dangerous. Further, testimony showed the public has an interest in the manner in which a police officer performs in that the welfare of the public is the paramount consideration of the officer's duties.

Persuasive segments of evidence presented by the Association proved further that the pay for LaCrosse County Traffic Police and Deputy Sheriffs is falling behind the actual cost of living and that the City of LaCrosse pays its police officers more in comparable positions than the County.

In its presentation, the County pointed out that its offer totals 15.1%, which is a considerably higher raise than other county units have received. Further, the County pointed out that all wages, including industrial wages, in LaCrosse County are generally lower than wages elsewhere in the State of Wisconsin. Thus, the County argued, law enforcement wages should reflect the situation which prevails elsewhere in the community.

DISCUSSION

While comparisons between pay scales from governmental unit to governmental unit are often misleading, it appears that as a general proposition, LaCrosse County has fallen behind other counties in the pay for its police officers. True, over 50% of the LaCrosse County force is at the high end of the pay range, and next year virtually all of the law enforcement employees will have attained the top grade. Yet,

this condition can be quite temporary, and could change tomorrow. Therefore, I must consider the wages in the context of the entire wage plan, rather than in the percentage of officers who are in the high end of the pay range.

Taking all of the evidence into account, it would appear that the Association's request on the single issue of wages is the more reasonable.

RETIREMENT PAY

Under the law, each member of a police department is to contribute a percentage of his salary towards the pension retirement entitlement fund. Increasingly, communities and governmental bodies have been agreeing to pay a portion of the police officer's share for him. For instance, last year LaCrosse County paid 1% of the employee's share of retirement contribution throughout the various bargaining units of the county. By law, the non-police employees are only required to contribute 5% of the employee's share of the money going into the retirement fund, whereas police employees pay 6%. The County proposes that it will pay all but 2% of the employee's contribution, but that the employee pays the balance. That is, for law enforcement people, the County offers to pay 4% due to the early retirement provision of the law, and for non-police workers, the County proposes to pay 3% of the employee's share. The County points out that while they are paying an added 1% for police officers over that which the non-police county employees are getting, there still is uniformity throughout the County in that the employer is paying all but 2% of the employee's share of the retirement payment. Further, the County points out that its offer is a 300% increase in the contribution for law enforcement personnel from last year. Finally, the County points out that when it pays 2/3 of the police officer's share of the contribution to the retirement fund, that money is tax free, to the officer's benefit.

DISCUSSION

While the Association is correct that certain counties of comparable size and adjoining cities and counties do pay more of the employee's share than LaCrosse, they would be hard pressed to deny that the County's proposal for a 300% increase is reasonable and almost borders on being generous.

In the interest of county-wide uniformity and in recognition of the size of the county's offer (300%), it appears that the County's position on this single issue is more reasonable and proper. Further, in spite of the admitted trend for governmental employers to pay the employee's share of the contribution towards the retirement fund, I can see nothing in the State Law that changes the status of the employee's share requirement to employer's share. That is, the State Law still provides that a governmental employee shall contribute a specified percentage of the payment for that employee's retirement fund. For the governmental employer to pay the employee's share for him seems to fly in the face of the Statute. Presumably there were good reasons for the legislature to require payment by the employee when the law was enacted. For this reason, it seems to me, the governmental employee should still be required to pay at least some of the cost of the contribution to the retirement fund, to be in keeping with the State Law. *

HOSPITALIZATION INSURANCE

The parties are in agreement that at the present time, the County pays what amounts to 75% of the cost of the employee's hospitalization premium, and proposes to do so next year. However, the County wants to make sure that the contribution is stated as a dollar amount, rather than as a percentage figure.

The Association argues that all bidding and negotiations for changes in the hospitalization policy are under the control of the employer. Therefore, they aver, it is only fair to word the language concerning premium cost at a percentage figure, as the Association has no control over the County's actions in this regard.

* I am well aware of the Attorney General's opinion that Governmental Employers may legally pay all of the employee's share.

On the other hand, the County argues that, when it is locked into a set percentage at a time when the insurance costs for the following year are unavailable, it makes it extremely difficult to construct a meaningful budget, as it cannot predict what the premium costs will be. In other words, the County argues, it can have increased costs passed on to it which are tantamount to an automatic raise without even negotiating or making an effort towards collective bargaining.

The Association, however, states that since there is no money difference in the two positions of the parties, and the insurance contract provisions are firm for the life of the contract, there should be no reason to object to changing to a percentage figure. (Of course, the same argument could be made on behalf of the County). While the statement was not made by the County in so many words, it impliedly urged that once the change is made from a dollar amount to a percentage figure, the language becomes a "past practice" which is difficult, if not impossible to change in future contracts.

In the past ten years, hospitalization costs have risen to a greater extent than almost any other cost in American life. These increases have not risen steadily to reflect the demands of inflation. Instead, they have skyrocketed to such an extent that it has to be one of the major scandals of our day. One reason, apparently, for the astronomic rise in hospitalization costs is the generous insurance provisions in employment contracts. In expressing the employee's contribution in a percentage figure instead of a dollar figure, LaCrosse County would be locked onto a plan that it was helpless to control. That is, when hospitalization costs continue to rise markedly, insurance premiums will go up accordingly. If LaCrosse County is forced to pay 75% of those increased costs, whatever they are, these substantial increases will have to be borne by the taxpayer. There will be no way to even negotiate on these costs. The increases will be automatic and without controls.

In spite of all acknowledged indications that many municipal employers are paying hospitalization insurance premiums, expressed in percentage figures, up to 100%, the position of the County in this single issue seems to be more reasonable. The contribution of the County toward the hospitalization premium, expressed in a percentage figure, plus the skyrocketing hospitalization costs can result in an expenditure which can never be anticipated by either side. As was pointed out by the County, this is especially perplexing at budget time. Therefore, I rule that the position of the County is more reasonable with regard to this single issue.

AWARD

Everything taken into account, and under the requirement that an award be made on the entire offer rather than by separate subjects, I hereby find that the final offer of LaCrosse County with respect to the working agreement between the County Traffic Police and Deputy Sheriff's Association and the County of LaCrosse is the more reasonable and fair.

Therefore, under the provisions of Section 111.77(4), Wisconsin Statutes, I hereby make an award incorporating the county's last offer with regard to the above three issues without modification.

Milo G. Flaten /s/
Arbitrator

Dated May 20, 1975.