

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the Petition of :  
MILWAUKEE DEPUTY SHERIFF'S :  
ASSOCIATION : Case LXXVII  
For Final and Binding Arbitration : No. 18975 MIA-161  
Involving Law Enforcement Personnel : Decision No. 13502-B  
in the Employ of :  
MILWAUKEE COUNTY :  
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AWARD IN ARBITRATION

HEARINGS. Hearings were held in the above entitled matter on June 23, 1975, at the Court House, Milwaukee, Wisconsin, and on July 17, July 18, July 21 and July 22, 1975, all at the University Extension, University of Wisconsin, Downtown Campus, 929 N. 6th St., Room 379, Milwaukee, Wisconsin.

APPEARANCES.

For the Association:

FRANKLYN M. GIMBEL, GIMBEL, GIMBEL & REILLY,  
Attorneys at Law, 270 E. Kilbourn Ave., Milwaukee, Wisconsin 53202

For the County

ROBERT G. POLASEK, Director of Labor Relations, Milwaukee County,  
Court House, 901 N. 9th St., Milwaukee, Wisconsin 53233

PATRICK J. FOSTER, Assistant Corporation Counsel, Court House, 901  
N. 9th St., Milwaukee, Wisconsin 53233

FINAL AMENDED OFFERS.

A. THE ASSOCIATION'S OFFER.

I. WAGES:

(1) All Deputy Sheriffs represented by the Association, who were employed on January 1, 1975, will receive a wage increase in the amount of \$.50 per hour. Such wage increase will be retroactive to January 1, 1975.

(2) Beginning on January 1, 1976, all employees represented by the Association will receive a \$ .45 per hour wage increase to be increased with an additional \$ .05 per hour wage increase on July 1, 1976. Wages for the first level of employment as Deputy 1 will not be modified on January 1, 1976; however such persons employed on or after January 1, 1976, will be entitled to receive the wage increase effective July 1, 1976.

II LONGEVITY

The County shall implement a longevity program within the Milwaukee County Sheriff's Department as follows:

(a) A Person who has served as an employee of the Milwaukee County Sheriff's Department for Ten (10) years shall receive thereafter, the sum of \$120.00 per year following his Tenth anniversary date;

(b) After such employee has reached his Fifteenth (15th) anniversary date, longevity pay shall increase to \$180.00 per year:

(c) An employee who reaches his Twentieth (20th) anniversary date shall receive \$240.00 per year;

(d) Such longevity payments shall be made on the pay check of each employee following his or her anniversary date.

### III EDUCATIONAL INCENTIVE COMPENSATION:

All employees represented by the Association who have completed appropriate course work outside of their jobs, as set forth in the 1972 contract of employment between the Association and Milwaukee County, shall receive:

- (a) \$125.00 per year for 16 credits
- (b) \$175.00 per year for 28 credits
- (c) \$225.00 per year for 40 credits
- (d) \$275.00 per year for 52 credits
- (e) \$325.00 per year for 64 credits
- (f) \$500.00 per year for Associate Degree or 75 credits

Such educational incentive pay will be paid during the year 1975.

### IV STANDBY COMPENSATION:

Beginning on January 1, 1976, all retired employees shall have their pension benefits computed at the rate of Two and One-Half Percent (2-1/2%) of compensation for each year of service prior to retirement.

### VI OVERTIME:

Beginning on January 1, 1976, any employee called into work outside of his regular shift hours shall receive a minimum of Three (3) consecutive hours of pay at overtime rates.

### VII GENERAL:

All contract provisions not replaced by modifying provisions shall remain in full force and effect until such time as they are specifically dealt with by replacing language.

Dated July 11, 1975.

#### B. THE COUNTY'S OFFER.

In accordance with the provisions of s. 111.77(4) (b), Wis. Stats., Milwaukee County submits the following as its final amended offer to the Milwaukee Deputy Sheriffs' Association:

1. TERM: Two-year agreement, commencing December 29, 1974 and ending December 25, 1976.
2. WAGES:
  - a) A general wage increase of 7 1/2%, retroactive to December 29, 1974, for all employes in the bargaining unit who are on the payroll of Milwaukee County as of the date of the arbitration award.
  - b) A general wage increase of 7 1/2% for all bargaining unit employes, effective December 28, 1975.

#### 3. EDUCATIONAL BONUS ADJUSTMENT

Increase educational bonuses in accordance with the following formula:

16 credits earn \$100/year  
28 credits earn \$150/year  
40 credits earn \$200/year  
52 credits earn \$250/year  
64 credits earn \$300/year  
75 credits or Associate Degree earn \$500/year

Dated July 10, 1975.

BACKGROUND. The parties in the above entitled matter participated in negotiations during the months of January, February, and March, 1975 with respect to wages, hours and working conditions for law enforcement personnel for the years of 1975 and 1976. On March 20, 1975, the Association filed a petition with the Wisconsin Employment Relations Commission requesting final and binding arbitration pursuant to Section 111.77 (3) of the Municipal Employment Relations Act, Claiming there was an impasse. The Commission concluded that there was an impasse within the meaning of the Section, certified that conditions precedent to the initiation of compulsory, final and binding arbitration as required by the Act did exist with respect to the negotiations between the parties; and ordered compulsory, final and binding, final offer arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse.

The Commission also ordered, pursuant to this order, that the arbitration shall follow Form 2, as required in Section 111.77 (5) unless the parties agreed prior to the hearing before the arbitrator to proceed pursuant to Form 1, or agreed to proceed on a last offer, issue by issue basis, or some other basis pursuant to Section 111.77 (6) (b) of the MERA.

On May 15, 1975, the Commission appointed Frank P. Zeidler as the impartial arbitrator.

#### PROVISIONS OF SECTION 111.77 FOR THE ARBITRATOR.

The following provisions are found in Section 111.77 (6) of the Statutes:

- (6) In reaching a decision the arbitrator shall give weight to the following factors:
- (a) The lawful authority of the employer.
  - (b) Stipulations of the parties.
  - (c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.
  - (d) Comparison of the wages, hours and conditions of employment of the employes involved in the arbitration proceeding with the wages, hours and conditions of employment of other employes performing similar services and with other employees generally:
    - 1. In public employment in comparable communities.
    - 2. In private employment in comparable communities.
  - (e) The average consumer prices for goods and services, commonly known as the cost of living.
  - (f) The overall compensation presently received by the employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
  - (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

THE SPECIFIC ISSUES. There are six separate issues to be considered. The County has made offers on two of them. The parties agreed to non-economic issues. The agreement is to cover two years, with the proposed starting times somewhat different, the Association's proposal being on the basis of the calendar year.

The issues will be considered first seriatim; they will then be considered as a whole offer. The County has elected to proceed under Form 2 of the award process, and this calls for an award on the whole offers.

The Association submitted 20 exhibits. The County submitted two lettered exhibits and 49 numbered exhibits. There were two joint exhibits.

CURRENT CONDITIONS. The current staffing pattern and wage schedule affecting the employees in the bargaining unit are given in these exhibits:

MILWAUKEE DEPUTY SHERIFFS' ASSOCIATION

UNIT MAKEUP

<u>Classification</u>	<u>No. of Authorized Positions</u>
Deputy Sheriff I	249
Deputy Sheriff II	54
Deputy Sheriff Radio Dispatcher	1
Deputy Sheriff Sergeant	23
Authorized Positions	327

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NUMBER OF EMPLOYES AT EACH STEP OF THE PAY RANGES

<u>Pay Range</u>	<u>Step</u>	<u>Hourly Rate</u>	<u>Annual Rate</u>	<u>No. of Employes</u>
17B	1	\$5.5629	\$11,571	30
17B	2	5.7163	11,890	40
17B	3	5.8619	12,193	5
17B	4	6.0149	12,511	17
17B	5	6.2262	12,950	162
18B	5	6.4607	13,438	44
20A	3	6.6086	13,746	8
20A	4	6.8384	14,224	2
20A	5	7.0269	14,616	12
				320

NEW SALARY RATES FOR DEPUTY SHERIFF POSITIONS  
Effective 12/30/73

TITLE CODE 615 - DEPUTY SHERIFF I

PAY RANGE 17B

BIWEEKLY:	\$ 445.03	\$ 457.30	\$ 468.95	\$ 481.19	\$ 498.10
Monthly:	967.54	994.22	1019.55	1046.16	1082.92
Annually:	11610.48	11930.64	12234.60	12553.92	12995.04
Hourly:	5.5629	5.7163	5.8619	6.0149	6.2262

TITLE CODE 616 - DEPUTY SHERIFF II

PAY RANGE 18B

BIWEEKLY:	\$ 458.02	\$ 469.67	\$ 481.90	\$ 498.80	\$ 516.86
Monthly:	995.79	1021.11	1047.70	1084.45	1123.71
Annually:	11949.48	12253.32	12572.40	13013.40	13484.52
Hourly:	5.7252	5.8709	6.0237	6.2350	6.4607

TITLE CODE 613 - DEPUTY SHERIFF RADIO DISPATCHER  
TITLE CODE 617 - DEPUTY SHERIFF SERGEANT

PAY RANGE 20A

BIWEEKLY:	\$ 493.74	\$ 510.62	\$ 528.69	\$ 547.07	\$ 562.15
Monthly:	1073.45	1110.14	1149.43	1189.39	1222.18
Annually:	12881.40	13321.68	13793.16	14272.68	14666.16
Hourly:	6.1717	6.3828	6.6086	6.8384	7.0269

THE ISSUE OF WAGES.

1. Offers. The Association's offer is as follows:

"(1) All Deputy Sheriffs represented by the Association, who were employed on January 1, 1975, will receive a wage increase in the amount of \$ .50 per hour. Such wage increase will be retroactive to January 1, 1975.

"(2) Beginning on January 1, 1976, all employees represented by the Association will receive a \$ .45 per hour wage increase to be increased with an additional \$ .05 per hour wage increase on July 1, 1976. Wages for the first level of employment as Deputy I will not be modified on January 1, 1976; however, such persons employed on or after January 1, 1976, will be entitled to receive the wage increase effective July 1, 1976."

The County's offer is as follows:

"WAGES: a) A general wage increase of 7 1/2%, retroactive to December 29, 1974, for all employes in the bargaining unit who are on the pay roll of Milwaukee County as of the date of the arbitration award.

"b) A general wage increase of 7 1/2% for all bargaining unit employees, effective December 28, 1975."

2. Comparative Costs. The following are comparative costs of the proposals for wages alone, as taken from County Exhibits 33 and 35:

PROPOSAL OF MILWAUKEE COUNTY

<u>Effective Date</u>	<u>Proposal</u>	<u>Cost</u>
1/1/75	Wages, 7 1/2% Across the Board 1974 Base = \$4,099,362 x .075	\$307,452
	Rollup Costs:	
	Social Security (5.85%)	17,986
	Annuity (6.5%)	19,984
	Group Life Insurance (.396%)	1,218
		<u>\$364,640</u>
1/1/76	Wages, 7 1/2% Across the Board 1975 Base = \$4,406,814 x .075	\$330,511
	Rollup Costs:	
	Social Security (5.85%)	19,335
	Annuity and Retirement (15.7%)	51,890
	Group Life Insurance (.396%)	1,309
		<u>\$403,045</u>
	1975 Retirement obligation	28,286
		<u>\$431,331</u>

PROPOSAL OF DEPUTY SHERIFFS' ASSOCIATION

<u>Effective Date</u>	<u>Proposal</u>	<u>Cost</u>
1/1/75	Wages - \$.50/hour increase \$.50 x 320 employes x 2,088 hours	\$334,080
	Wages Only	\$334,080
	Rollup Costs:	
	Annuity (6.5%)	21,715
	Social Security (5.85%)	19,544
	Group Life Insurance (.396%)	1,323
		<u>\$376,662</u>
1/1/76	Wages - \$.45/hour increase \$.45 x 320 employes x 2,088 hours (less 7 employes x \$.45 x 2,088)	\$300,672 -6,577 <u>\$294,095</u>
	Wages Only	\$294,095
	Rollup Costs:	
	1975 (Only Retirement)	30,735
	1976 (Includes Retirement)	64,542
		<u>\$389,372</u>
7/1/76	Wages - \$.05/hour increase \$.05 x 320 employes x 1,044 hours Rollup (Includes Retirement)	16,704* 3,666* <u>\$409,742</u>

\*Because the .05/hour increase is made in July, 1976, an additional \$20,370 will be required in 1977 to budget this increase for a full 12 months.

3. Percentage Comparisons of Cost. The following table is useful for comparing percentage increase for costs of wages alone:

Percentages of increase under the Milwaukee County proposal

1975 over 1974	7.5%
1976 over 1975	7.5%

Percentages of increase under the Association proposal

1975 over 1974	8.14%
1976, January, over 1975	6.63%
1976, July over January, 1976	0.0035%

4. Rollup Costs. The following table is useful for comparing actual cost changes and percentage increases of roll-up costs.

COUNTY'S PROPOSAL

Year	Total Rollup Costs	Base Wage	% Base Wage	% Wage Inc.	% Wages & Rollup
1975	\$67,474	\$4,099,363	1.64	7.5	9.14
1976	72,534	4,406,814	1.64	7.5	9.14

ASSOCIATION'S PROPOSAL

1975	73,317	4,099,362	1.76	8.14	9.90
1976, Jan.	64,542	4,433,442	1.45	6.63	8.08
1976, July	3,666	4,727,537	0.07	0.35	0.42

Rollup costs according to the County Exhibits 33 and 35 come to 21.95% of the basic wage cost, with certain exceptions later noted.

5. Comparisons of Annual and Monthly Increases for Deputy Sheriffs I.

Party	Base Year	Base Annual Wage	Mon. Wage	Prop. Ann. Inc.	Prop. Mon. Inc.	Prop. Annual Wage	Prop. Mon. Wage
County	1974	\$12,996	1083	975	81	\$13,971	1164 (1975)
Assn.	1974	12,996	1083	1040	87	14,036	1170 (1975)
County	1975	13,971	1164	1048	87	15,019	1252 (1976)
Assn.	1975	14,036	1170	936	78	14,972	1247 (1976)
Assn.	Jan. 1976	14,872	1247	104	9	15,076	(July 1976) 1256

From this table it can be noted that the differences in the offers on wages is relatively slight, the Association's offer being slightly higher after July, 1976.

6. Comparisons with Nearby Units of Government. According to Exhibit 1 of the County, the County of Milwaukee paid the Deputy Sheriffs I a monthly salary of \$1,083 in 1974. This was second highest among a selected list of 28 law enforcement agencies in the Milwaukee metropolitan area, all of which were police departments. The City of Milwaukee paid the highest monthly salary with \$1,095; the next highest police pay went to Bayside police at \$1,065. The County states that the mean of this list of figures is \$1,027 and the median is \$1,028.

From a selected list of municipalities who have settled for 1975 salaries for their law enforcement personnel, Milwaukee County in its Exhibit 13 stated that it is proposing a monthly rate of \$1,164, which would be \$4.00 a month higher than the highest rate in the list in Exhibit 13. The mean of this list is \$1,116 and the median is \$1,129. Pay for the City of Milwaukee police, however, is not listed.

Taking the mean in each of these exhibits, Milwaukee County in 1974 paid a wage \$56 above the mean, and in 1975 proposes an amount \$48 above the mean. The Association proposal would be \$54 above the mean shown for 1975.

The Association, through one of its witnesses submitted an exhibit which showed that of 12 municipalities and Waukesha and Racine Counties, West Milwaukee had the highest maximum salary for law enforcement officers at \$13,860. Greendale, Fox point, Mequon and Franklin, in addition, paid more than \$13,000 annually: but all of the above would be paying less than the County's offer. The highest maximum rate shown for Deputy Sheriffs was that in Waukesha County at \$12,732.

The Association also through this witness submitted a tabulation of the pay for patrolmen in 15 different jurisdictions across the nation, but with no southern or southeastern jurisdictions in the list. The tabulation showed that the maximum salary for patrolmen was highest in Los Angeles County at \$17,580 for "patrolmen", whereas police in Milwaukee are currently receiving \$13,140. Milwaukee police were twelfth in rank of pay in this list, and are currently being paid a rate above that for Deputy Sheriffs.

Cities in the sample given by the Association were Detroit, Los Angeles, San Francisco, St. Paul, Minneapolis, Chicago, San Diego, Las Vegas, Newark, Jersey City, Milwaukee and Buffalo. The sample also included the County of Los Angeles, the New York City Transit Authority, and the Port Authority of New York.

7. Discussion. A major discussion on wages will be included in a discussion on overall proposals. From a comparison of wage offers alone, it appears that there is a very slight difference in the two offers, the County's being better in the second year by a small amount during the first six months. At the end of the six months the Association's offer would bring the employee ahead of the County offer. The Association's offer includes a feature which will retard the rate of Deputies who start after January 1, 1976, because the Association considers the starting rate to be otherwise too high.

The main difference in this dispute lies elsewhere than in the wage issue.

#### THE ISSUE OF LONGEVITY.

The Association's offer is as follows:

"The County shall implement a longevity program within the Milwaukee County Sheriff's Department as follows:

"(a) A person who has served as an employee of the Milwaukee County Sheriff's Department for Ten (10) years shall receive thereafter, the sum of \$120.00 per year following his Tenth anniversary date;

"(b) After such employee has reached his Fifteenth (15th) anniversary date, longevity pay shall increase to \$180.00 per year;

"(c) An employee who reaches his Twentieth (20th) anniversary date shall receive \$240.00 per year;

"(d) Such longevity payments shall be made on the pay check of each employee following his or her anniversary date."

The County did not make any offer on longevity.

1. Cost of Longevity. County Exhibit 35 gives the cost estimates made by the County for longevity. It estimates that the cost at the beginning of January, 1975, would be \$22,080 for longevity itself, and rollup costs of \$2,814 or a total cost of \$24,894 for 124 employees who would qualify. This would be an on-going cost thereafter.

2. Comparability with Longevity Offered in the Milwaukee Metropolitan Area. County Exhibit 14 listed 23 governmental units in the Milwaukee metropolitan area and stated their plans for longevity pay for 1975. The City of Milwaukee was not listed. Eight municipalities had no plans. Of the 15 other municipalities, at least thirteen had provisions to pay \$10 or more a month at either the tenth or eleventh year of employment.

At least nine had maximums exceeding \$20, as proposed in the Association's offer.



Association Exhibit 4 presented similar data on longevity in Milwaukee metropolitan area with a less comprehensive list of governmental units than that furnished by the County. This exhibit did provide information on Waukesha County, which County had no longevity; and on Washington County, which County did provide a plan whereby for ten years of service an employee would get \$108 a year with a top of \$360 after 25 years.

Association Exhibit 3, containing the list of 16 governmental bodies nationwide, showed ten with some kind of plan, with longevity for ten years ranging from \$1,032 for Chicago, to \$200 for the port of New York Authority. In this exhibit the top after 20 years was \$2,112 in Chicago with a low of \$400 at Buffalo.

3. Discussion. It appears from the County's more comprehensive exhibits on longevity that a substantial trend toward granting longevity exists in the Milwaukee metropolitan area. Whether this is desirable in itself is in part dependent on what the total cost to the County is for all the items being proposed by the Association.

#### THE ISSUE OF EDUCATIONAL INCENTIVE COMPENSATION.

The Association's position is as follows:

##### "Educational Incentive Compensation.

"Employees represented by the Association who have completed appropriate course work outside of their jobs, as set forth in the 1972 contract of employment between the Association and Milwaukee County, shall receive:

- (a) \$125.00 per year for 16 credits.
- (b) \$175.00 per year for 28 credits.
- (c) \$225.00 per year for 40 credits.
- (d) \$275.00 per year for 52 credits.
- (e) \$325.00 per year for 64 credits.
- (f) \$500.00 per year for Associate Degree or 75 credits.

Such educational incentive pay will be paid during the year 1975."

The County's offer is as follows:

##### "Educational Bonus Adjustment.

"Increase educational bonuses in accordance with the following formula:

- 16 credits earn \$100/year
- 28 credits earn \$150/year
- 40 credits earn \$200/year
- 52 credits earn \$250/year
- 64 credits earn \$300/year
- 75 credits or Associate Degree earn \$500/year."

2. Comparability of Costs. According to County Exhibit 33, the educational incentive program of the County would cost \$1,825 in 1975 with a rollup cost of 12.746% or \$233. The total cost would then be \$2,058.

A retirement obligation would also be involved at the rate of 9.2% for 1976 or an \$168 in that year.

According to County Exhibit 35, the Association's proposal would cost \$2,650 in direct costs and \$338 in rollup costs for 1975 or a total of \$2,988. There would be a \$244 cost in 1976 in retirement obligations..

It can be seen from the proposals offered that the offer of the Association for the first five steps for a like number of credits comes to \$25 a month more than the County's offer.

3. Comparability with Other Governmental Units. County Exhibit 21 listed the various educational incentive programs for law enforcement personnel for 1975 in the Milwaukee metropolitan area. 23 units of government were represented, but the City of Milwaukee was not and no other nearby counties were. 14 units had no program. Six of the municipalities had higher maximums, ranging from \$1,000 for Mequon to about \$540 for Greendale. None of the groups had the exact step-pattern proposed either by the Association or the County.

4. Discussion. Not much evidence was given as to why one plan should be favored above another. The existence of a plan at all seems to be something in favor of the County's position. Most comparable Milwaukee area governments seem not to have such a plan. It can be argued, however, that there should be a greater incentive for law enforcement officers to become formally educated in view of the growing complexity of the enforcement problems as testified to by witnesses for the Association.

Testimony of one Association witness, a Captain of the Deputy Sheriffs, was critical of the performance of some employees with high educational qualifications.

#### THE ISSUE OF STANDBY COMPENSATION.

The Association is making the following proposal:

"Any employee represented by the Association who is placed on standby status shall be compensated in the amount of \$10.00 for each day upon which he is placed on standby status. Such pay is to become effective from the date when a new contract of employment goes into effect."

The County does not propose to offer any standby pay.

1. Cost. The County in its Exhibit 35 stated that the cost of standby compensation could not be determined as the number of occasions when standby would be used in a given year is unknown.

2. The Association's Position. The Association states that on occasions Deputy Sheriffs are told by their superior officers to be on standby. That is, they are to keep the central office informed at all times where they are and where they can be reached, and if they go any place they must have their uniform and equipment with them. They can be activated into service with a call and must present themselves forthwith to the duty post in uniform.

The Association claims that this arrangement restricts the Deputies to the point where standby becomes a form of work, and as such it should be compensated. It should especially be compensated so that standby is not lightly invoked nor extensively invoked. Association witnesses testified that standby is a form of work.

3. The County's Position. The County holds that standby pay is not needed. The incidents for standby are very few. Standby also is not a form of work and should not require compensation. The County cites the decision of the Supreme Court of the State of Wisconsin on March 4, 1975, in the case of THEUNE v. CITY OF SHEBOYGAN, in which the Court held that standby time was not to be considered as constituting work. Further standby pay is not a form of compensation found in the Milwaukee area.

4. Background. On some occasions Deputy Sheriffs have been put on standby in anticipation of an urgent demand for their services. One of these involved a labor dispute between public employees and a governmental unit, and another occasion was the matter of continual disturbances in a park in Milwaukee County. Not all officers put on standby are called into work.

5. Comparability. It was not shown that municipalities generally have provisions whereby law enforcement officers are given standby pay. The theory governing here apparently is that law enforcement officers are in some form of duty obligation 24 hours a day.

6. Discussion. The absence of any pattern of standby pay makes this offer of the Association something of a new bargaining item. In view of the character of law enforcement work, it would seem that more experience is needed to see whether absence of standby pay works any real hardship on the employees. Of itself, this request can not be supported.

THE ISSUE OF PENSION.

The Association's offer is as follows:

"Beginning on January 1, 1975, all retired employees shall have their pension benefits computed at the rate of Two and One-Half Percent (2-1/2%) of compensation for each year of service prior to retirement."

The County does not propose to change the present plan.

1. Costs. The County in its exhibit, No. 35, states that the pension proposal of the Association is actuarially determined to cost \$93,000 a year.

2. Comparability of Costs. County Exhibit 7 states that in 1974 out of 28 governmental units in the Milwaukee metropolitan area, the range of the cost to the employer of employer-paid pensions as related to the monthly salary was from a high of 27.75% paid by the City of Milwaukee to a low of 15.7% paid by Milwaukee County. 19 of these units paid a proportion of 18.7% for pension benefits as compared to monthly salary. Two of them paid an 18.2% benefit and three paid 17.7% and one paid 17.2%.

County Exhibit 19 showed the effort of 23 municipalities for employee pension benefits in 1975. The City of Milwaukee was not in this list. Nineteen municipalities had a cost of 18.75 for employer paid benefits as related to monthly salary. One paid 18.2%, one 17.7%, one paid 17.2%, and Milwaukee County paid 15.7%.

3. The Current Pension Plan. The pension system for Milwaukee County Deputy Sheriffs is part of a self-insured County system. The County presently contributes to the plan, contributing 8% of the pay of Deputies, and 6% for general workers and elected officials. At present general workers get a pension based on 2% for each year up to 25 years. Deputies received a pension equal to 2.25% for 25 years and 2.4% for the years thereafter. Elected officials get a pension equal to 2.5% for each year in the plan, but they have to get re-elected at least once. The pension is based on the last three years of service. The employees also are covered by Social Security.

4. Comparable Benefits of Selected Governments. County Exhibit 31 is a letter from Thomas C. Dudenhoefer, Director of the Employees' Retirement System of Milwaukee County to Robert G. Polasek, Director of Labor Relations for Milwaukee County. This letter compares the benefits under the State of Wisconsin Retirement Fund, the City of Milwaukee retirement plan, and the Milwaukee County plan, for law enforcement officers. A portion of this exhibit is given here:

"These estimates in whole dollars are based on a member, age 60, retiring at the end of 1975, with 25 years of service credit, based on final three years' salary of \$12,122; \$13,000; \$13,975; and covered by Social Security through his employer:

<u>Retirement Fund</u>	<u>Monthly Pension</u>	<u>SS @ age 62</u>
State of Wisconsin	\$493	\$281
City of Milwaukee	654	---
County of Milwaukee	610	275

"The City of Milwaukee guarantees payments of at least the amount of the membership account at the date of retirement. These policemen contribute 1% of their salary used for determination of retirement is a one-year average. Overtime is not included."

Association Exhibit 4 lists 14 governmental units in the Milwaukee area including Waukesha and Washington Counties. Most of these have pension plans under the state pension system and included social security. The usual minimum wage of retirement is at 55 and the usual number of years of service is 25. Dollar amounts are not shown.

5. Discussion. The pension costs proposed represent about 10.2% of the total cost over the two year period for the County. The County reckons its costs including rollup in County Exhibits 34 and 35 and these have been given earlier.

In comparison with other plans, the existing County plan seems to be a better provider than any of the other plans with the possible exception of the City of Milwaukee plan. The two plans are difficult to compare because of the lack of a Social Security feature in the City plan, but the arbitrator believes that the County plan is as good if not better. On the basis then of comparability, the County is currently ahead of other governmental units, and a request for improvement on the basis of comparability is not justified.

The argument that the employees ought to share equally with elected officials has some merit, and if this argument is applicable to Deputy Sheriffs as employees, it is also applicable to the general employees. The arbitrator is compelled to note also the testimony that the plan has an unfunded liability of \$20,000,000 at present. The merits for this proposal can come, then, only if the total County offer is not comparable with other offers or with the economic situation.

#### THE ISSUE OF OVERTIME.

The Association proposal is as follows:

"Beginning on January 1, 1976, any employee called into work outside of his regular shift hours shall receive a minimum of Three (3) consecutive hours of pay at overtime rates."

The County does not propose to pay any overtime rates above what is it paying now.

1. Cost of the Proposal. In County Exhibit 35 the County calculates that overtime will cost \$3,432 per year assuming there will be 50 occasions at the rate of one and one-half times the hourly rate of \$5.72 for 8 people. The roll-up costs will be \$753. The total calculated cost therefore is \$4,185.

2. Comparison of Call-in Pay Provisions in the Milwaukee Metropolitan Area. County Exhibit 30 shows a list of 26 governmental agencies in the Milwaukee metropolitan area. One of these has a minimum of 4 hours for call-in pay, one has 2 1/2 hours, and 16 have a two hour call-in pay. This last group includes Milwaukee County. One has a 1 1/2 call-in feature and three have a one hour call-in, and four have a zero call-in minimum.

3. Position of the Association. The Association is asking for this feature because it asserts that on certain occasions, such as in sports events at the Milwaukee County stadium, Deputies are called in for handling the opening or closing of the events, and they are called in, in such a manner that they must wait a few hours after they have been working two hours for their regular shift to start. The hours waited are not paid. If the Deputy is at a sports event, he is not likely to sit down, because he is in uniform. The implication therefore is that he is almost as if he were on duty. The Association regards this as unreasonable scheduling.

4. The County's Position. The County holds that the Union's request is unreasonable since it applies to all bargaining unit employees, whether they work at the stadium or not. The County holds that the feature is too broad and therefore is unreasonable. Further the County notes that employees can watch games or are free to do what they want on the off time before shift time.

5. Discussion. The principle hardship here seems to arise from the scheduling of the Deputies at the Stadium. The split schedule is the problem. The arbitrator believes that the Association has some merit to its complaint. However, the remedy may lie, not in the blanket 3 hour minimum for call-in, but in negotiations between the parties to achieve better scheduling at the sports events, even if the result is scheduling the deputies through the events or after the events to their regular starting time. Otherwise the two hour minimum of the County seems reasonable and in line with the most common practice.

AN ISSUE OF RETROACTIVITY. It should be noted that in the County's proposal on wages the County proposes to apply the general wage increase for all employees in the bargaining unit who are on the pay roll of Milwaukee County as of the date of the arbitration award. The Association proposal covers all who were employed on January 1, 1975.

1. Discussion. The Arbitrator feels that the position of the Association on this issue is more reasonable. Since it is contemplated that under the normal course of events, agreements will be reached between public employers and employees before the new fiscal year starts, or before older agreements expire, it seems logical to apply the benefits of any agreement to employees who worked at any time after the older agreement expired and before the new one came into effect, even if they left the service voluntarily between the earlier date and the latter date.

THE OVERALL PACKAGE. The foregoing analysis has been made in order to be helpful in analysis of the two offers as a whole or as a "package." The Association made its principle presentation on the acceptance of the package as a whole, and it dealt with subjects in its presentation which went to the reasonableness of the total offer. The County did likewise, and since the County elected to follow Form 2 of the settlement process, which calls for acceptance of one or the other of the final amended offers, it is now necessary to consider the offers as a whole.

In doing so, the arbitrator will use the guidelines suggested in the statutes and recited earlier.

1. The lawful authority of the employer. There is no problem here involving the lawful authority of the employer either to pay or not to pay, or to implement or not to implement any of the terms of either offer.

2. Stipulations of the parties. The parties have stipulated that the other terms of the contract remain in effect or as agreed to earlier, especially on non-economic issues.

3. The ability of the unit of government to meet the costs. The County is not contending inability to pay.

4. The interests and welfare of the public. A general summary of the contentions of the Association on this subject is that it is important for the public in Milwaukee County to have highly trained personnel who have numerous difficult and hazardous duties and responsibilities to be properly paid, and to have their morale kept up by proper compensation and working conditions.

A summary of the position of the County is that the offer of the Association imposes unreasonable demands and costs on the County, which is ahead of almost all other units of government in total compensation and in specific fringes, and that the County's own offer is reasonable in light of conditions.

5. Comparability of the final amended offers. From information on the final amended offers, the arbitrator relies on County Exhibits 32 and 34, and here as rearranged the information.

#### I. OFFER OF MILWAUKEE COUNTY

<u>Effective Date</u>	<u>Proposal</u>	<u>Cost</u>	<u>% Inc.</u>
1/1/75	Wages including rollup	\$346,640	8.45
	Educational incentive, incl. rollup	2,058	
	1975 Total	348,698	8.5
1/1/76	Wages including rollup and 1975 Retirement Obligation	431,331	10.5
	Educational incentive retirement obligation	168	
	1976 Total	431,499	10.5

II. OFFER OF THE ASSOCIATION

1/1/75	Wages including rollup	376,662	
	Longevity	24,894	
	Educational incentive	2,988	
	Standby compensation (incalculable)	-----	
	1975 Total	404,544	9.9
1/1/76	Wages including rollup	409,742*	
	Pension	93,000	
	Overtime	4,185	
	Longevity Retirement Obligation	2,031	
	Educational incentive retirement obligation	244	
	1976 Total	509,202	11.6

\*Because the \$.05/hour increase is made in July, 1976, an additional \$20,370 will be required in 1977 to budget this increase for a full 12 months.

III. TWO YEAR TOTALS

County's Proposal	780,197	19.0
Association's Proposal	913,746	22.3

6. Comments on data on final offers. In presenting the above data as supplied by the County, the arbitrator finds it necessary to make certain comments. The above table does not reflect the costs to the County or the percentages thereof in the second year for programs initiated in the first year. The wage costs of the first year, longevity and educational incentive produce a new higher base from which the Employer must begin in the second year, and so the dollar amount in the second year must include these amounts to get a true percentage of the cost increase in this year above the 1974. This would produce percentage totals for the two years slightly higher than those shown.

7. Usefulness of Rollup Costs. The Association attacked the County's use of rollup costs on several grounds. One of these is that all governmental units have rollup costs, and when wages and other comparisons are made, rollup costs are not usually included. The comparisons are made between the items themselves.

Another issue is that the rollup costs of the County are incorrectly stated too high by an unknown amount. If the Deputies receive more than \$14,000, for example, the County would not have to pay an amount of 5.85% toward social security, but something less. Also the rollup costs attributed to some of the fringes are doubtful. Further, the Association argues that it does not make sense to figure percentages of increases using rollup costs against wages alone instead of against wages and rollup costs.

All of the above arguments have some merit. Hence a simplified table on costs accruing under each of the plans is useful here; however, management and the arbitrator and the Association should be aware of the total costs entailed on management by any proposals to increase compensation, and where the argument on ability to pay is concerned rollup costs may govern the result.

COSTS EXCLUDING ROLLUP

<u>County's Proposal</u>				
<u>Date</u>	<u>Item</u>	<u>Cost</u>	<u>Base Wages</u>	<u>% Inc.</u>
1/1/75	Wages	\$307,452	\$4,088,362	7.5
	Educational Incentive	1,825		.04
	(Total)	308,277		7.54
1/1/76	Wages	330,511	4,406,814	7.5
	(Total)	330,511		7.5

Association's Proposal

1/1/75	Wages	334,080	4,099,362	8.15
	Longevity	22,080		.53
	+ Retirement	2,031		.05
	Educ. Incentive	2,650		.06
	(Total)	<u>360,841</u>		<u>8.78 (8.80)</u>
1/1/76	Wages	294,095	4,433,442	6.63
	Pension	93,000		2.10
	Overtime	3,432		.08
	(Total)	<u>390,527</u>		<u>8.81</u>
7/1/76	Wages	16,704		.38
	(Total)	<u>407,231</u>		<u>9.19</u>

It should be noted that the foregoing table does not fully reflect the increases in the County's funding obligations in 1976, nor what they will be at the beginning of 1977 because of changes in the base pay in mid-year, 1976. For example, longevity and educational incentive increases once adopted are repeated each year thereafter, but are only shown in the table once. This table is furnished for purposes of comparisons with other reported settlements which are reported in similar fashion.

In summary, the County is offering a 7.54% package in 1975 and a 7/54% package in 1976. The Association is offering an 8.80% package in 1975 and a 9.19% package to be reached in two steps in 1976.

8. Comparisons of Percentage Increases in Other Jurisdictions, Public and Private

The Association offered several exhibits on percentage increases in other jurisdictions, both public and private. The County had several objections to the relevancy of these, principally because of difference in type of work, the right to strike by the employees, and lack of information on fringes which could be compared. The Association made a point that workers in these other jurisdictions could moonlight to supplement their income.

The arbitrator has noted the various differences advanced by the parties, but finds the testimony and evidence given on the pattern of wage settlements important because he is urged to take notice of them under the statute, and the results also influence the state of mind about whether equal treatment is being accorded especially as between different governmental jurisdictions.

From the testimony and exhibits the following information is developed:

WAGE ADJUSTMENT PERCENTAGE INCREASES

<u>Agreement Reported</u>	<u>For Year</u>	<u>% Inc.</u>	<u>Source</u>
City Milwaukee -	1975	8 General	Assn. Ex. 12 & Tr. Vol. II, 105 ff
AFSCME Dist. 48		.8 Fringes	
(Total)		<u>8.8</u>	
	1976	9 General	
		.7 Fringes	
(Total)		<u>9.7</u>	
MTEA-Milwaukee	1975	8 Basic	Tr. Vol. I 201 ff

Wage Adjustment Percentage Increases - Table Continued

<u>Agreement Reported</u>	<u>For Year</u>	<u>% Inc.</u>	<u>Source</u>
Wauwatosa City -	1975	10	Assn. Ex. 11
Prof. Policemen	1976	7	
AIW Local 232 -	1975	12.5*	Assn. Ex. 18 A
Briggs & Stratton	1976	10 *	
	1977	10 *	

(\* Includes 1.5% COL guarantee)

What the above table reveals is that there is a pattern emerging in the public service in the Milwaukee area which brings a total of percentage increases for public employees of upwards of 17% for basic wages over a two year period with fringes bring the increases above 18%.

The Milwaukee County offer comes to 15% for basic wages and 15.4% with fringes, which are calculated only for the year in which they are initiated. The Association's proposal comes to 15.16% for basic wages and 17.99% for the total package for two years with fringes calculated only for the year in which they are initiated.

The Association's total proposal therefore is neared the pattern being set for public employees in the Milwaukee area.

9. Discussion on the basic pattern. The Association holds that the basic wage patterns being set in other jurisdictions in the Milwaukee area shows a higher agreed upon rate than that offered by the County. The County therefore should recognize that this is the pattern being established in the public service. The County counters that certainly in some of the cases such as general public employees in the City of Milwaukee, teachers and firefighters, the work is sufficiently unlike and the conditions are sufficiently different that these patterns should not govern. Rather the general overall effort of the County and the place of total compensation of the County's Deputies among law enforcement agencies should govern the results here. Hence it is necessary to look at the overall efforts of governments in the compensation of law enforcement personnel.

10. Overall efforts of government. Milwaukee County in Exhibit 10 gave a list of 28 governmental units in the Milwaukee metropolitan areas and showed their total 1974 labor cost for law enforcement personnel. Total labor cost, according to the County, includes wages, longevity, uniform allowance, vacation, holidays, hospitalization, insurance premiums, pension contributions, hazardous duty or gun allowance, social security contributions, and education bonus. Milwaukee County was second highest in this list with a total monthly cost of \$1574. It was exceeded only by the City of Milwaukee with a cost of \$1635. The mean cost was \$1479. In this same year, when pension costs were excluded, Milwaukee County stood first in the list with a total cost of \$1404. The mean cost was \$1278 (County Exhibit 11.)

In County Exhibit 22, the County gave a list of 22 municipalities and showed total labor costs where agreements had been reached. The highest cost was attributed to the City of Cudahy with \$1720 and the second highest to the City of Franklin with \$1713. Milwaukee County's proposal would set its total labor cost at \$1701, which would make it third. The mean was at \$1597. Agreements were for 1975.

In County Exhibit 23, the County showed total labor cost for these same municipalities, excluding pensions. Again, Cudahy was highest with \$1507. Milwaukee County's proposal, excluding pension, however would exceed this amount, being set at \$1519.

The conclusion one draws from these comparisons is that Milwaukee County offers better total fringes than almost all municipalities, while its pension contribution may be somewhat less. These conclusions are borne out by a visual inspection of County Exhibit 23, which shows Milwaukee County to be at or near the top in all fringes, and the sole agency offering hazardous duty pay; but lowest in monthly contribution for pension.



Milwaukee County Exhibit 25 offered information on Racine, Waukesha and Ozaukee County, as counties contiguous to Milwaukee County. However, testimony showed that affairs in Ozaukee are in a state of flux, and the Racine information was not the latest, so the arbitrator will not attempt to develop any significance from this exhibit.

Comparisons were made also with Dane County personnel and with state highway law enforcement personnel, but differences in job titles and uncertainty as to specific duties assigned to job titles makes the arbitrator unwilling to stress these comparisons, although the position of law enforcement personnel in Milwaukee County is favorable as compared to compensation paid in the other agencies.

11. Comparisons with private industry. An exhibit was introduced by the Association to show the substantial percentage increases given to employees in private industry. It is of interest and is shown in the previous chart. However, it is not fully conclusive, being but one sample. Further there is the problem of comparability of work functions, since the work represented is so dissimilar from law enforcement.

Association Exhibits 13, 14, and 15 are somewhat more useful in that they cite wages in manufacturing at certain levels in Milwaukee which can be used as some sort of comparison to the pay of Deputies. These exhibits were introduced in connection with the testimony of Professor Richard Perlman, an expert witness on behalf of the Association. Prof. Perlman compared the wages of persons with four years of high school with Deputies. He produced a table which showed that the mean income was \$11,218 in 1973, and he felt that this would now have been increased by 15% which would produce a wage comparable to the wage of the Deputies. He also compared the wages of craft and kindred workers in March, 1974, and found them to be also in the range of Deputies. He also noted that in April, 1975, average production worker pay in Milwaukee was \$226.59 a week, or about \$982 a month. It should be noted that the basic monthly wage proposed for a Deputy Sheriff by the County would be \$1164. Thus the County is doing well in comparison to private industry.

12. Conclusions on comparisons. It is the arbitrator's conclusion on comparisons of the offers with compensation in private and public agencies that the County compensation compares very favorably with private industry in average wages for workers which the Association considers comparable.

In the public sector, the arbitrator believes that from the testimony the only valid basis of comparison that exists is that between law enforcement agencies in the Milwaukee metropolitan area. Here the County's wage offer is lower than settlements being effected, and both the Association and County proposed monthly increase in base wages is lower in dollar amount than that which is being offered in some governmental jurisdictions. The County's position in fringe benefits which must be considered in total costs is among the best. Its payment toward pensions is less, but paradoxically, its benefits are better.

The arbitrator must take cognizance that there is emerging a pattern of settlements higher than the County's offer, and since this is an important factor in employees' morale, the arbitrator considers the Association's offer as more comparable to the general conditions beginning to prevail.

12. The Consumer Price Index and the Cost of Living. The matter of the consumer price index or "cost of living" was treated in some detail by the parties. Two general positions emerged. One position was supported by Prof. Perlman, witness for the Association. It was his testimony that the annual rate of increase in the CPI would be about 6% (Tr. Vol. 3, 239.), and that in 1976 the increase would be a little more than 8%, possibly with a higher rate in the closing months of the year. He further believed that if the employees got only the cost of living reflected in their pay, they would be falling behind because the annual increase in productivity over the past hundred years with the exception of the last two has been on the order of one to two percent.

An expert witness for the County, Prof. Francis W. Gathoff, introduced a series of exhibits which he asserted indicated a flattening of the rate of increase of inflation. He felt that economic forces were at work which would keep down the price rises, including those in energy supplies.

The County further included a series of exhibits which in the judgment of the arbitrator showed that the County had kept pace in percentage increases in pay with the City of Milwaukee Firefighters, City of Milwaukee employees in AFSCME District Council 48, and Milwaukee School Board employees. (County Exhibits 41, 42,43). There is no problem of "catch-up".

The matter then comes down to what estimate can be made of the future of price rises. Is the prediction that inflation will continue at about an 8% rate or better a valid prediction, or will the rate of inflation flatten? In May of 1975 the national consumer price index was set at 159.3, representing a 0.7 increase over April, or an annual rate of increase of 4.8%. In June, 1975, the index went to 160.6, a jump of 1.3, or a projected rate of annual increase of 9.4%. A news dispatch printed in the Milwaukee Journal of June 30, 1975, stated that the Congressional Budget Office predicted that the recent slowdown of the inflation rate would end soon, and

"As a consequence, the office predicted an inflation rate of 6.3% to 8.7% for 1976."

This would occur, according to the account, even if unemployment and excess capacity remained high. This price jump is said to be due largely to increases in fuel prices. (Milwaukee Sentinel, July 23, 1975.)

The arbitrator concludes that on the basis of recent information it is likely that the predictions of the Congressional Budget Office, which are similar to those of Prof. Perlman, are the more probable. This is a point in the support of the Association's offer.

14. Changes in circumstances during the pendency of hearings. The foregoing discussion on settlements and changes in the CPI have covered this subject which the statutes admonish the arbitrator to consider.

15. Other factors: Hazards. Among other factors which should be considered here is the factor of hazardous duty. It is noted that hazardous duty pay is given. The Association offered exhibits pointing out the injuries exhibited by Deputies since January 1, 1974. The arbitrator notes that although deaths of law enforcement officers in other jurisdictions, including rural and small town jurisdictions, have recently occurred, none have occurred among law enforcement officials of Milwaukee County. However, one must take "administrative notice" that undoubtedly the hazards for Deputies in Milwaukee County, because of the large population, crowdedness, high crime areas, and group hostilities, produces higher hazards than elsewhere. The arbitrator expresses the opinion that the work on the whole is probably more hazardous than that in other jurisdictions, with the exception of certain police districts in Milwaukee. Some consideration should be given for the dangers of the work in the form of somewhat higher pay.

16. Other factors: Skills. A great deal of the initial testimony of witnesses for the Association was that higher skills and more skills are required for Milwaukee County Deputies and that therefore they have to have much more initial training, to the extent of some 320 hours. The burden of the testimony came down to the result that while the basic functions of Deputy Sheriffs in Milwaukee County are carried out for the most part by Deputies in other counties, yet the volume of work is greater, the pressure on the employee is greater, and specialization is greater. With this the arbitrator agrees, but he believes that the historic leadership to date of the County in wages and fringes has been in recognition of the complexities of the duties. Hence this decision must hinge on matters other than skills.

CONCLUSION. In weighing the foregoing matters, the arbitrator finds the following matters of greatest weight:

(a) the pattern being set by agreements reached in the Milwaukee County area and the City of Milwaukee, especially with regard to percentage increases in wages and the total package:

(b) the prospective rise in the rate of inflation.

On these two counts, the Association's offer taken as a package more nearly fits the norm of comparability required to be considered by the statutes. Wage patterns are being adopted in the neighborhood of 17-18% cumulative over two years and the rate of inflation of prices seems to be going up. A falling back of a couple of percent in compensation among law enforcement officials seems not justified.

AWARD. The Agreement between Milwaukee County and the Milwaukee Deputy Sheriff's Association for 1975 and 1976 shall include the terms of the Association's final amended offer of July 11, 1975.

Frank P. Zeidler /s/

Frank P. Zeidler

Arbitrator

August 19, 1975