

ARBITRATOR'S DECISION

MANITOWOC COUNTY

(Sheriff's Department)

Case LI No. 19408 MIA-169
Decision No. 13880-A

Arbitrator:
Gordon Haferbecker
1600 Brawley Street
Stevens Point, Wis. 54481

November 29, 1975

BACKGROUND

The parties to this interest arbitration proceeding are Manitowoc County, Wisconsin, "Employer," and the Manitowoc County Sheriff's Department Employees, Local 986-A of the American Federation of State County and Municipal Employees, AFL-CIO, the "Union." There are fourteen bargaining unit personnel in the Sheriff's Department. These employees maintain and operate a jail facility, and are engaged in crime investigation, process serving, and general law enforcement.

The instant dispute involves base wages for the positions of Detective, Process Server, Chief Jailor, and Jailor for the calendar year 1975. The parties had six negotiation sessions and five mediation sessions (Sherwood Malamud, Mediator, WERC) in attempting to agree on a 1975 contract.

The Union submitted a petition for final and binding arbitration on July 28, 1975, to the Wisconsin Employment Relations Commission in accordance with Wisconsin Statute 111.77 (3).

The parties selected Mr. Gordon Haferbecker of Stevens Point as arbitrator from the list of five arbitrators furnished by the WERC.

The parties met in negotiations on September 19, 1975, without third party assistance, but were unable to resolve their differences.

Amended final petitions were dated October 6, 1975, and were received by the arbitrator. The original differences (wages and hours) were narrowed to wages for certain positions.

The arbitration hearing was held at the Manitowoc County Courthouse at 10:00 a.m. on Saturday, October 11, 1975. The County was represented by Michael S. Rosnar, Attorney and James M. Hendricks, Chairman of the Manitowoc County Personnel Committee. James Benishek, Traffic Chief of Manitowoc County, testified for the County. The Union was represented by Michael J. Wilson, District Representative. Testifying for the Union were Sergeant Allan Kalamczyk, Detective Larry Carrad, and Chief Jailor Joseph M. Stelzer.

Exhibits were presented and at the conclusion of the hearing it was determined that the parties should file briefs within three weeks of the hearing. The parties mutually extended the time limitations for filing briefs to November 14, 1975. The Briefs were received by the arbitrator on November 11 and November 13. There was no transcript of the proceedings since the parties and the arbitrator had agreed that a reporter not be used.

FINAL PROPOSALS

The sole issue to be determined by the arbitrator is base wages for the year 1975. The final offer of each party is as follows:

CLASSIFICATION	WAGE PER MONTH	
	<u>Union</u>	<u>County</u>
*Lieutenant	\$1,038.	\$1,038.
*Sergeant	995.	995.
Detective	920.	901.45
after two yrs. service	950.	
Process Server	874.	864.45
Chief Jailor	796.	786.46
Jailor	775.	764.45

*Monthly wages of Lieutenant and Sergeant for the year 1975 are not in dispute.

The arbitration proceeding is according to Form 2 wherein the arbitrator by statute selects the final offer of one of the parties and issues an award incorporating that offer without modification (Wis. Stat. SS 111.77 (4) (b)).

SUMMARY OF UNION POSITION

The Union states that it is seeking to correct the wage inequity for Detectives and further to achieve financial recognition of the positions of Detective, Process Server, Chief Jailor and Jailor in Manitowoc County commensurate with their duties as law enforcement employees and in fair perspective to wages paid other law enforcement employees in the Manitowoc County area (Union Brief, p. 6).

The greatest weight should be given to law enforcement comparisons within Manitowoc County. The parties have voluntarily agreed to 1975 wages for Lieutenants and Sergeants in the Sheriff's Department which are exactly equal to those of Lieutenants and Sergeants in the Manitowoc County Traffic Department. Comparisons within the County are more appropriate than distant counties like La Crosse.

The City of Manitowoc and the City of Two Rivers account for over half of the Manitowoc County population. The real competitors of the Sheriff's Department in the labor market are not other counties but the City of Manitowoc, the City of Two Rivers, and the Manitowoc County Traffic Department.

1975 Wage Settlement for Manitowoc County Traffic Department Employees. Manitowoc County and Local 986 have agreed on 1975 wages as follows:

Patrolman - 1st year	\$802.
2nd year	845.
3rd year	888.
4th year	920.
Investigator	995.
Sergeant	995.
Lieutenant	1,038.

The Union's amended final offer in the Sheriff's Department corresponds exactly to the formula used in the Traffic Department with the exception of a wage adjustment for the classification of Detective. The Union and the County have both in the past recognized the close relationship between the two departments; the contracts have at times been negotiated jointly.

A wage adjustment for Manitowoc County Sheriff's Department Detective is justified and required. Manitowoc County is the only law enforcement employer in Wisconsin that pays a Detective less than a Patrolman or Deputy. The County's final offer on wages to Detectives is contrary to the undisputed prevailing practice--a Detective is required to have four years of experience at the time of hire while none is required of Patrolmen in the Manitowoc County Traffic Department at the time of hire.

The Union seeks to equalize the pay of a non-probationary Detective with a "top patrolman" and after two years of service grant an additional thirty dollars per month. The City of Manitowoc in 1975 (Union Exhibit #1) pays its detectives \$1,022 per month for the first ten years and \$1,061 per month thereafter. Two Rivers has initiated the position of Detective at \$949.20, eighty cents less than the Union's position in the instant dispute. Two Rivers pays a Detective \$43.16 per month more than a top Patrolman. The work of a County Detective is similar to that of a Municipal Detective.

Jailors are due a substantial wage increase. Comparison data (Union Exhibits #3, 4 and 13) indicate two of the four adjoining counties pay their Jailors equivalent to Sheriff's Deputies (Brown, Sheboygan). The trend is toward the equalization of Jailor's pay to that received by Deputies or Patrolmen. Manitowoc County proposes a \$155 differential between Traffic Patrolman and Jailor. The Union's offer falls short of equity for Jailors but the disparity is less, \$145.

The Jailor's occupation is hazardous; job demands are many and varied. The wages of jailors need to be increased to attract and maintain qualified personnel. The high turnover rate of jailors in this county reflects the non-competitive wages.

Private sector comparisons within Manitowoc County. Some employees in the private sector, in non-hazardous positions, of a non-professional status are paid more than the Manitowoc County Sheriff's Department employees.

Union Exhibit #7, Labor Agreement Anheuser-Busch, Inc. and Brewery and Malt House Workers Local Union No. 297, shows that those workers receive premium pay for Sundays and holidays. Manitowoc County does not pay such premiums. The Brewery workers are paid \$6.16 per hour compared to \$6.13 under the County's offer for a Detective Sergeant. Fringe benefits are more generous for Brewery workers (Union Brief, p. 21).

Union Exhibit #9 shows that the least skilled position in the building trades, that of laborer, earns \$6.48 per hour, compares to \$6.40 for Lieutenant, \$6.13 for Sergeant, \$5.56 for Detective, and \$4.71 for Jailor--under the County's final offer.

Postal clerks doing less hazardous work than police officers earn \$6.67 (general with 8 years of service) compared to the County's offer of \$6.40 per hour for Lieutenants.

Comparison of Wage Settlements Between Manitowoc County General Employees and Manitowoc County Law Enforcement Employees is not meaningful or controlling. The County has claimed in Employer Exhibit #12 that Manitowoc County is offering the average percent wage increase granted eight other bargaining units within the County. With the exception of the Traffic Department, what other units are being costed at Wages and Total Impact according to a wage roll-up from the contract year 1974? None to the Union's knowledge. The County admits that four other units received more of an increase in wages than the County's offer to the Sheriff's Department employees. With existing inequities such as the low pay for Detectives and Jailors, the Union's demands are more than justified for a greater percentage increase (Union Brief, p. 24).

The Union also cites several arbitrators' decisions which held that comparisons with other non-police government units need not be controlling in a decision concerning police officers (Union Brief, p. 25, p. 26).

Union Exhibit #11 is relevant. The instant dispute begs the question as to how roll-up factors of a preceding contract determine the wages in a successor agreement. The parties answered the question in the case of Manitowoc County Traffic through voluntary negotiations (wage issues and circumstances 1974 to 1975 is identical). However, in the Sheriff's Department the County is attempting a substitute solution.

The County's wage costs for the Sheriff's Department in 1975 would increase as a result of the previous year's bargaining settlement, even if there were no contract change for 1975 (because of a two-stage increase in 1974). The County's position is that such increase is a critical part of wage increases for 1975.

Union Exhibit #11 shows that the 1974 settlement was awarded the Union in part because of its willingness to temporarily sacrifice real income in 1974. The sacrifice was made and determined in 1974; the results were predictable and were argued in the previous arbitration and should not be a factor in this arbitration.

The County is desirous of having the arbitrator create a third wage base for 1974, an average wage for each classification. The 1974 agreement does not so read.

Cost of living. In calendar 1974, Sheriff's Department employees received a 5% wage increase effective January 1, 1974, and an additional 3% on July 1, 1974. The actual cost of the wage increase was 6 1/2% (5% + half of 3%). The Consumer Price Index rose 12.2% in the same period.

The County argues that total dollars paid in wages to bargaining unit employees is the only fair way to compute costs. Following such logic, the Sheriff's Department employees received a 6 1/2% increase in 1974 and according to the County's 1975 final offer would receive a wage increase of between 8.88% and 10.5% (Union Exhibit #13). The cost of living for 21 months from January, 1974, through September, 1975, has advanced 18.12% while Manitowoc County would only increase wages between 15.38 and 17% for the 24 months from January, 1974, through December 31, 1975 (Union Brief, p. 30).

The Union criticizes Employer Exhibits #4, 7, 8, 10, and 11 which attempt to show that wages have advanced 10% or more for each classification in 1974 and 1975. "A 6 1/2% increase in real money is magically converted to 12% imaginary increase in the graph" (Union Brief, p. 30). The reduction in hours was not computed in the presentation of the graph.

The Union contends that the base period for computing cost of living should be the date of the last arbitration award or of the parties last wage negotiations.

Inability to pay is not at issue. Manitowoc County has not raised an ability to pay issue. Employer Exhibits #14 and #15 indicate a total difference between the Union's position and the County's position to be only \$1,882.63. The County has added two men in 1975 due to reduction in work week but the additions were made to improve service and not exclusively to compensate for reduced hours.

Conclusion. Except for the position of Detective the Union's position on wages is a duplicate copy of the settlement achieved in the Manitowoc County Traffic Department for 1975. Sheriff's Department employees have in the past been paid less than employees in comparable positions with Manitowoc County Traffic, the City of Manitowoc and the City of Two Rivers. To correct the inequity a larger percentage increase must be granted to Sheriff's Department employees.

Detectives in Manitowoc County should not be paid less than a Patrolman or Deputy. County and Municipal Detectives do similar work. There is also no reason to implement wages contrary to the pattern of pay in adjoining counties whereby jail personnel would not approximate Patrolmen or Deputy's pay, but rather would fall further behind.

SUMMARY OF EMPLOYER POSITION

The communities utilized by the County are the most appropriate for a comparison of wages, hours, and conditions of employment. The County in Employer Exhibits #1, 2, and 3 made comparisons with counties in geographic proximity to Manitowoc County, counties more distant but comparable in population and size of department (Eau Claire, La Crosse, and Marathon), and the Cities of Manitowoc and Two Rivers. The County contends that its twelve communities are more representative than those utilized by the Union.

Employer's Exhibit #1 shows Manitowoc County about in the middle in number of bargaining unit employees and in per capita income among the communities compared. The work week of 37.44 hours is less than any of the other communities except the City of Two Rivers which is the same as Manitowoc County (Employer Exhibit #2).

The maximum pay for the position of Lieutenant is fifth for Manitowoc County on an annual pay basis for the six communities compared and is second among the six when pay is converted to an hourly basis (Employer Exhibit #3).

Municipal and private sector data introduced by the Union is inappropriate for a comparison of wages, hours, and conditions of employment. The County contends that the communities used in its comparisons are more representative than those used by the Union. The Union has used only six communities (Brown County, Calumet County, Kewaunee County, Sheboygan County, and the Cities of Manitowoc and Two Rivers). This is not a representative selection.

The County objects to the Union comparisons with two private sector employers in Manitowoc County and some U.S. government employees (Union Exhibits #7, 8, and 9). The Union has not shown the relevancy of the private sector wage rates to those at issue in this arbitration.

The County's offer for a wage increase is more reasonable than the Union's offer when compared to wages paid to others performing similar duties. In its final wage offer the County has considered cost of living, unemployment in the County, and the comparative position of Sheriff's employees with other employees performing similar duties in comparable communities.

The County's offer would give the Sheriff's Department employees a 9.75% average increase in wages as compared to the 11.11% requested by the Union.

Employer Exhibits #3, 5, 6 and 9 compare Sheriff's Department employees with other communities. When comparisons are made on an hourly rate, Sheriff's Department employees are second or third highest in pay.

If the County's offer is chosen by the Arbitrator, the two men in the detective position would realize an 8.9% increase in salary, making them second highest in pay on an hourly basis and 5th highest on an annual basis among seven communities (Employer Exhibit #6).

Larger employers than Manitowoc County (Sheboygan, Rond du Lac, and Marathon Counties) all pay their employees, who perform the same type of work less than what Manitowoc County is offering. Yet the Union is requesting an incredible increase of 14.8% or \$122 per month total impact for Detectives in the Sheriff's Department. Such an increase would compress the customary differential between Detectives, Sergeants, and Lieutenants. Union Exhibit #13, page 3, outlines 8.88% and 9.26% increases for Lieutenants and Sergeants respectively while Detectives would receive increases of 11.77% and 14.8% (\$12 to \$38 per month).

The County's proposed 10.5% wage increase to the Jailors would place them second only to Eau Claire County in hourly pay among 8 communities (Employer Exhibit #9). Manitowoc County jailors perform fewer functions than those of some counties where the duties are broader.

The Union members received both an 8% wage increase in 1974 and a reduced work week, a more than adequate settlement. Yet the Union argues that its members should enjoy shorter hours and the highest wages as well.

The County's offer regarding wages is more reasonable than the Union's offer when viewing the cost of living. The cost of living is leveling off. At the hearing the County's witness testified that the cost of living increased 4.7% in the first eight months of 1975, and he projected a total rise of 7.1% during 1975. The overall economic impact of the County's final offer is 9.95%.

It is the nature of public service to provide moderate, steady, and dependable compensation increases to its employees based on known facts and the ability of the government unit to pay. Other bargaining settlements, both public and private, in Manitowoc County and on a national scale have not responded fully to short-term changes in the Consumer Price Index. It is very clear, however, that Manitowoc County Sheriff's Department employees have not been the victims of inflation on a long term basis either.

Employer Exhibits #4, 7, 8, 10, and 11 show that the Union has made extensive gains far exceeding the cost of living increases since the end of 1968. Employees have made increases in their economic standing by as much as 19.1% for Jailors to 34.7% for Lieutenants. In addition there have been further benefits not shown in the graphs of a reduction in hours and also fringe benefit improvements in health insurance, life insurance and uniform allowance.

In conclusion the County contends that its offer exceeds the increase in the cost of living and maintains the comparative position of Sheriff's Department employees with other communities in the area.

The County's offer is more reasonable than the Union's proposal when compared to increases gained by other county employees. Settlements for 1975 with other county employee bargaining units reflect an average wage increase of 9.75% with an overall increase in total compensation of 9.71% (Employer Brief, p. 15).

The County is offering the Sheriff's Department employees a 9.75% increase, exactly the same as the average increase to other organized county employees. The total compensation cost to the County would be 9.95% exceeding the cost of the other employee settlements.

The Sheriff's Department settlement under the County's offer would be the third highest settlement out of eight county contracts negotiated.

Arbitrators in interest arbitration cases arising under the Wisconsin statute have recognized the need to maintain equitable relationships between all of the employees and an employer (Employer Brief, pages 16, 17 and 18).

Manitowoc County settled for 11.2% increase with the Highway Department employees, but the cost to the County was less because of a substantial number of layoffs in the Department. For many men in the unit, jobs are available for only nine to ten months of the year.

Social Service employees also received a substantial increase in wages as a result of the creation of a salary schedule and the placement of employees by seniority on that schedule, but these employees gave up fringe benefit increases in order to get the salary schedule. Thus the Social Services employees received a 9.03% increase in total compensation compared to 9.95% in the County's offer to Sheriff's Department employees.

The Union's request for a 11.11% increase in wages and a 11.20% increase in total compensation would make the Sheriff's settlement the highest in the County. It would be unconscionably higher than the average 9.71% total settlement for County employees.

The Union's comparisons of job duties within the Traffic and Sheriff's Departments do not support the demand for wages higher than the County offer. As Traffic Chief Benishek testified at the hearing employees of both the Sheriff's Department and the Traffic Department are required to complete the training for certification as law enforcement officers. All members of the Traffic Department must also complete the Traffic Law Enforcement Program offered at Fort McCoy.

Traffic Patrolmen do investigation and write reports in the same manner as Sheriff's Department employees.

The Union contends that it is unusual for a Detective to be paid less than a Patrolman but the County avers that the duties and responsibilities of the Traffic Patrolman and Sheriff's Detective are similar, but the additional training of the Traffic Patrolman is not pursued by the Sheriff's Detective. Position title alone should not determine the rate of pay.

Only at the maximum step (of four steps) does the Traffic Patrolman slightly exceed the pay of the Sheriff's Detective. The average Traffic Patrolman is paid \$895.90 per month in 1975 which is less than Detectives in the Sheriff's Department would be paid under the County's offer of \$901.45 per month for Detectives.

The Union's demand for an increase of 14.8% for Detectives is unnecessary and unsupported by facts presented.

Conclusion. The County's offer will continue Manitowoc County's competitive position in comparison with other municipalities of like population, geographic location and department size. The wage and benefit increases exceed the increases in the cost of living.

ARBITRATOR'S ANALYSIS

The Union and the County are to be commended for the efforts they have made to reach a 1975 Agreement. They have agreed upon matters involving paid holidays, uniform allowance, shift premiums, retirement fund contribution, seniority, layoffs, grievance time limits, transfers, sick leave, and leave of absence (Employer Brief, p. 2, 3). More recently they have agreed on the wages for Lieutenants and Sergeants for 1975 and have resolved the matter concerning the hours of the Process Server.

The remaining issue is the wage for four classifications of Sheriff's Department employees: Detective, Process Server, Chief Jailor and Jailor.

The final offers of the Union and the County have substantially narrowed the economic issue. According to Employer Exhibits #14 and #15, the Union proposal would cost the County \$1,883 more than the County's offer.

It appears that the differences between the offers are small enough so that the parties should find no great difficulty in accepting an arbitrator's decision, whether it be in favor of the County or the Union.

The Briefs of the parties dealt with considerations the arbitrator must take into account: cost of living, employment in comparable communities and overall compensation; ability to pay is not at issue.

The 1975 Traffic Department settlement in Manitowoc County has major significance in this case. The County has two principal law enforcement departments, the Sheriff's Department and the Traffic Department. The first employs Lieutenants, Sergeants, Detectives, Process Servers, and Jailors. The second employs Lieutenants, Sergeants, Investigators, and Patrolmen. Both Departments work out of the same building and support each other in providing law enforcement service in Manitowoc County. At times, including 1974, the contracts have been negotiated jointly. The County's 1975 agreement with Traffic Department employees provided for an across-the-board monthly increase of about \$72 above the July 1, 1974 pay of the officers. Both the Traffic Department and the Sheriff's Department had received pay increases in 1974 of 6% on January 1 and 3% on July 1.

The County and the Union have both followed the Traffic Department settlement in their offers for Lieutenant and Sergeant. In the offers for Detective, Process Server, Chief Jailor and Jailor, the County's offer is about \$10 per month less than the \$72 given to Traffic Department employees. The Union's proposal follows the Traffic Department settlement in the wages proposed for Chief Jailor, Jailor, and Process Server but goes \$10 higher for Detectives in their first two years and creates a new wage level, \$30 higher for Detectives who have over two years of service.

The County estimates the wage increase for 1975 for the Traffic Department to be 9.92% and its proposal for the Sheriff's Department to be 9.75% (Employer Exhibit #12).

The proper wage for a Detective is a major issue in this case, particularly in relation to the wages of a Patrolman in the Traffic Department. The 1975 contract for the Traffic Department provides monthly wages for Patrolmen of \$802-1st year, \$845-second year, \$888-third year, and \$920-fourth year (Joint Exhibit #4). The County proposes that a Detective in the Sheriff's Department be paid \$901.45 for 1975, about \$20 below the fourth-year Patrolman. The Union proposes a base of \$920 for a Detective, the same as a fourth-year Patrolman and the Union proposes another step for Detectives. They would receive \$950 after two years of service.

In my summary of the positions of the parties, I have reviewed the arguments on this issue. I think the Union has put forth the stronger arguments. The County does require four years of law enforcement experience for a Detective appointment; none is required of a Patrolman at the time of hiring. This alone would seem to indicate that there should be more recognition of this qualification in the pay schedule. The County has not denied the fact that ordinarily in most law enforcement agencies Detectives are paid more than Deputies and Patrolmen. The County contends that job titles alone should not be a basis for wage differentials. It contends there isn't that much difference in the duties of Patrolman and Detective. Mr. Benishek testified to that effect but there was no testimony from the Sheriff--under whom the Detectives work--to corroborate that. Nor did the County establish any major difference between the work of Patrolmen and Detectives in Manitowoc County with that of Detectives and Patrolmen in other counties and cities.

There is a substantial pay differential between Detectives and Patrolmen in the City of Two Rivers as shown in the contract for 1975 (Union Exhibit #2).

It would have been helpful if the parties had compared the pay of Patrolmen and Detectives in more communities. Admittedly this is not easy to do in many cases since some Detectives have supervisory responsibilities or some may be combined with other jobs such as Two Rivers where the officer is "Juvenile Officer and Detective."

I think that the most valid wage comparisons are first with the County Traffic Department, next the Police in Two Rivers and Manitowoc, and after that neighboring counties and then other Wisconsin counties of comparable size. This is in accord with the probable competition in the labor market. The employees do compare their status with that of other law enforcement officers in the community and in neighboring communities and probably most of the changing of jobs in law enforcement is within the county or neighboring counties. The four law enforcement agencies, County Sheriff's Department, City of Two Rivers, City of Manitowoc, and the County Traffic Department are the principal competitors for law enforcement personnel in Manitowoc County. The County listed the City of Manitowoc as "not settled" in its wage comparisons. However, the contract for 1975 was a Union Exhibit at the hearing (Union Exhibit #1).

What is the percentage increase for 1975 for the County Traffic Department and the Sheriff's Department? The two-stage increase in pay in 1974 for both departments complicates this issue. Do you figure the 1974 base as the average pay for the employees in 1974 or do you figure the base as the July 1, 1974 pay rate? The County has used the first approach, the Union prefers the second. There is something to be said for each. The County's approach does more clearly show the increase in the County budget from one calendar year to the next in looking at the wage bill for a group of employees. But the Union notes that its members had to make some sacrifice in income in taking a two-step increase and that the men consider their base pay to be what they have been earning since July 1, 1974.

In the County Traffic contract the County wanted to use an average salary as the base and the Union wanted the base to be the July-December pay rate. The parties worked out a compromise (pages 10-12, Union Brief).

The County's computation of the percentage increase for its offer to the Sheriff's Department employees is 9.75 for wage increases (Employer Exhibit #14), but this is based on the increase over the average 1974 salary, not on the increase over the wage base that has been in effect since July 1, 1974.

Using the Lieutenant's pay for illustration, the County's average for 1974 was \$953.31. The proposed pay is \$1,038. This is a dollar increase of \$84.69 and represents an 8.9% increase in pay (\$84.69 divided by \$953). However, if the Lieutenant's base is figured to be his July-December wage, the dollar increase would be \$70.60 and this would be a 7.3% increase in wages (\$70.60 divided by \$967). The Lieutenant will be getting 7.3% more in January, 1975, than he got for the previous six months. I think that both approaches to the percentage increase need to be considered.

Using the second approach, the increase in wages for the Traffic Department and for the Sheriff's Department, under the County's proposal, would be less than the 9.92% and the 9.75% shown in Employer Exhibit #12.

Since this is final offer arbitration, the arbitrator must consider the advantages and disadvantages of each party's final proposal and then determine which is more reasonable.

Advantages of the County's offer. (1) The County offer is in line with other Manitowoc County contract settlements for 1975, a wage increase of 9.75% which is the average of all the settlements, (2) The County's offer would result in high rankings for Sheriff's Department employees when compared in an hourly pay basis with the other counties and cities used in the County's comparisons, (3) It takes into account increases in the cost of living.

Disadvantages of the County's offer. (1) It is below the increase granted to the Traffic Department, the most comparable law enforcement unit in Manitowoc County. The Traffic Department received a wage increase of 9.92% compared to the 9.75% offered to the Sheriff's Department, (2) The County's offer is about \$10 per month below that granted employees in the Traffic Department and also about \$10 per month below the agreed wage for Lieutenants and Sergeants in the Sheriff's Department, (3) The proposed wage structure does not provide much incentive to a Patrolman to become a Detective. The dollar wage gap between Patrolman and Detective would be widened under the County offer. (4) The wage gap between the Jailor and the Patrolman would also be widened by about \$10 per month more under the County's offer from about \$145 now to about \$155 (Union Brief, p. 17).

Advantages of the Union offer. (1) Except for the Detectives, the Union proposal would give about the same dollar monthly increase to Sheriff's Department employees as has already been granted to County Traffic Department employees, (2) It would maintain the current dollar differential between Jailors and Patrolmen, (3) It would provide a pay differential between Detectives and Patrolmen, recognizing the different experience requirement for the two positions and following the customary practice of other law enforcement agencies. This differential would provide an incentive for Patrolmen to seek a Detective appointment.

Disadvantages of the Union offer. (1) The percentage increase to the Sheriff's Department would be greater than that granted to any other county department, (2) The increase for Detectives would be particularly high, 11.77% and 14.8%, according to the County, (3) The pay differential between Detectives and Sergeants would be narrowed, (4) The arbitrator would be establishing two pay categories for Detective, a significant change in pay classifications.

I am not fully satisfied with either the County's or the Union's offer but after examination of the issues, I conclude that the Union offer is the more reasonable of the two, taken as a whole.

It applies the same approach to Sheriff's Department employees as the County has contracted to do for the Traffic Department, the most comparable law enforcement unit. It does make an exception for the Detective pay increase but I think this is justified for the reasons outlined earlier. This does raise the percentage of increase for Detectives above most other employees but such an increase is necessary to correct an inequity.

I am concerned about the percentage increase for the Sheriff's Department for 1975. I agree that considerable weight should be given to what the County has done for other bargaining units. I think, however, that this can be defended because it gives about the same dollar per month increase for five of the six job categories in the Sheriff's Department as has already been granted to all those in the Traffic Department. There is only one exception--the position of Detective and a larger increase is here justified in order to bring the two Detectives to a pay level appropriate to that position.

It should be pointed out to the public that the percentage increases are somewhat less than shown in the County Exhibits if computed on the base pay that these employees have been receiving since July of 1974.

Concerning the additional pay step for Detectives, the range is only \$30 per month, whereas the pay of Patrolmen increases by \$43, \$43, and \$32 per month with each additional year of experience, over a three-year period. Therefore, the \$30 increase after two years as a Detective is not unreasonable. There would also still be a significant differential between the pay of Detectives and Sergeants.

DECISION

After reviewing the proposal of the Union and the County, the arbitrator chooses the Union proposal.

Therefore, the following wages shall be incorporated into the 1975 contract between Manitowoc County and the Manitowoc County Sheriff's Department employees, represented by Local 986A, AFSCME, AFL-CIO:

<u>Classification</u>	<u>Wage Per Month</u>
*Lieutenant	\$1,038.00
*Sergeant	995.00
Detective	920.00
after 2 years service	950.00
Process Server	874.00
Chief Jailor	796.00
Jailor	775.00

*(Previously agreed to by the parties)

G. Haferbecker /s/
Arbitrator

November 29, 1975