

In the Matter of Final and Binding)
Arbitration of an Impasse)
Between)
SAWYER COUNTY)
(Sheriff's Department))
and)
SAWYER COUNTY LAW ENFORCEMENT)
EMPLOYEES LOCAL 1213 B,)
WCCME, AFSCME, AFL-CIO)

Wisconsin Employee Relations
Commission
Case XIV No. 19738 MIA-173
Decision No. 14112-B

Introduction

The undersigned was notified by the WERC through letter dated January 19, 1976 that he was selected to hear and decide the above matter under the provision of Section 111.77 (3)(b) of the Wisconsin Municipal Employee Relations Act. He immediately communicated with the parties. In view of the limited matters still at impasse and in order to save expense and expedite the matter, the arbitrator suggested the possibility of submitting the matter through briefs with the right of one reply within a set period of time. The Union responded favorably to the suggestion but informed the arbitrator that the County desired to proceed through a scheduled hearing.

Ultimately, a hearing was held at Hayward, Wisconsin on April 15, 1976. No court reporter was present. The arbitrator took his own notes. The parties introduced a number of exhibits.

The parties placed post hearing briefs in the mail on May 14, 1976. In coming to his decision, the arbitrator completely reviewed his record, the exhibits and the post hearing briefs.

The case for the County was presented under the direction of Charles Ackerman, Consultant, 515 West Fifth Street, North, Ladysmith, Wisconsin, 54848.

The case for the Union was introduced under the direction of Richard C. Erickson, District Representative, 1110 North 22nd Street, Superior, Wisconsin, 54880.

Background

It is important to recognize that by virtue of the parties electing to operate under Section 111.77 (3)(b) of the Municipal Employees Relations Act, the arbitrator is obligated "to select the final offer of one of the parties and shall issue an award incorporating that offer without modifications." One of the Exhibits introduced was the Award of June 27, 1975 by Arbitrator Frank P. Zeidler in an impasse case involving the same parties. Hereafter reference will be made to that award, but it is important to recognize that the parties had not confined Arbitrator Zeidler to selecting the final offer of one of the parties without modification.

In this case the final offers were as follows: (Both envisioned a one year contract effective January 1, 1976.)

For the Union

1. Effective on January 1, 1976:
 - (a) Undersheriff - \$65.00 per month
 - (b) Deputy Sheriffs - \$60.00 per month
 - (c) Dispatcher-Jailor - \$60.00 per month
 - (d) Deputy Clerk - 40¢ per hour
2. Effective on July 1, 1976:
 - (a) Undersheriff - \$65.00 per month
 - (b) Deputy Sheriff - \$45.00 per month
 - (c) Dispatcher-Jailor - \$60.00 per month
 - (d) Deputy Clerk - 35¢ per hour
3. Amend Article XI, Section 11.01, by deleting the last sentence which reads as follows: "The work week, for purposes of reckoning overtime, shall be forty-four (44) hours."

4. Amend Article XIII to allow for six (6) days of vacation to be accumulated.
5. Amend Article XXII by adding Section 22.02 as follows: In the event that an employee does not participate in the Group Health Insurance Plan, said employee will be entitled to receive in cash the full amount of money allowed under this Article. In order to be eligible for pay in lieu of insurance, the employee must certify to the Employer that he is covered under another health insurance plan.
6. Amend Article XXIV, Section 24.02, to provide for a clothing and cleaning allowance of one hundred and fifty dollars (\$150) annually.

For the County

- 1 - A salary advance of \$58.00 per month across the board to all personnel in the bargaining unit.
- 2 - As respects the other demands made by the Union (as listed above) the contract is to remain unchanged.

By way of clarifying the County offer the arbitrator sets forth the sections referred to by the Union as they are written in the present contract and as the County wishes them to remain.

Article XI, Section 11.01 --

The work day shall be eight (8) hours. The work schedule shall be six (6) consecutive duty days, followed by two consecutive off days. The work week, for purposes of reckoning overtime, shall be forty-four (44) hours.

Article XIII, Section 13.05 --

Vacation time granted by the Employer may accumulate or carry over beyond the end of the calendar year, but in no case will employees be allowed to accumulate more than five (5) days of vacation time.

Article XXII, Section 22.01 --

The Employer agrees to contribute toward the monthly premium of the present group hospital insurance plan in effect for its employees as follows: (1) To employees selecting the "single employee plan," the full amount of the single premium. (2) To employees selecting the "family plan," one-half (1/2) of the family premiums.

Article XXIV, Section 24.02 --

In addition to the initial clothing allowance, each officer shall receive a clothing and cleaning allowance of (\$100.00) annually.

Position of the Union

So that the demands of the Union relative to salary can be appreciated, the following is the monthly salary scale for law enforcement personnel as provided in the 1975 Agreement.

Undersheriff	- \$664.00	
Deputy Sheriff	- \$623.00	
Jailer	- \$525.00	These positions are combined.
Radio Operator	- \$525.00	

The Deputy-Clerk is paid \$2.34 per hour.

An exhibit showing 1975 salaries for 21 counties in the northwest corner of the state surrounding Sawyer County was used to demonstrate that Sawyer County salaries lagged badly behind.

Sawyer County does not list a Chief Deputy. The Union argued that the duties of Undersheriff and Chief Deputy were the same and then went on to point out that its demand for increase in pay for Undersheriff amounted to an average monthly increase over the entire year of \$97.50. This, the Union asserted, would still be \$68.00 per month below the average paid Chief Deputies for the year 1975 by the counties listed in its exhibit and only \$17.00 per month above the 1975 average for Undersheriff for the counties listed.

In respect to the demand for the increase for the Deputy Sheriff salary, the Union pointed out that its request came to an average monthly increase of \$82.50. This is was pointed out would still leave the Deputy Sheriffs \$65.00 per month below the 1975 average monthly salary of the surrounding counties.

In discussing the salary request, the Union pointed out that in Sawyer County the Dispatcher-Jailer was a combined classification. The increase requested would come to an average of \$90.00 a month. Comparing with the other counties in the northwest corner of Wisconsin, the Union asserts such salary would be \$57.00 per month below the 1975 average for the Jailer and \$25.00 per month below the 1975 average for the radio-operator.

Finally, on the comparison of salaries the Union pointed out that its request for the Deputy Clerk would raise her salary at the end of the contract year to \$3.09 per hour and that would mean that she would be getting 28 cents per hour below the 1975 average rates for deputy clerks in the surrounding counties.

The Union went on to point out that there were other factors which made the salaries paid by Sawyer County inequitable by comparison with the counties in the surrounding area. For example, Sawyer pays no longevity pay while many of the other counties do so. The Sawyer contribution to the family health insurance plan is not as favorable as many of the other counties.

The Union went on to stress that its proposal did not really put Sawyer County in a fully catch up position. For the most part it would still be behind when comparisons are made with 1975 averages. It will, the Union argued, be even more behind when comparisons are made with what are sure to be increases for 1976.

In regard to the request for the deletion from Article XI, Section 11.01, the Union points out that its demand will actually save the County automatic overtime. The Union relies upon comparisons with other counties to support its demand for an increase in uniform allowance.

The Union argument on points 4 and 5 of its last offer is too sketchy for accurate analysis.

The Position of the County

In order to establish that the County could not afford the salary request demanded, the County relied heavily upon 4 exhibits which compared Sawyer with Bayfield, Washburn, Barron, Ashland, Douglas and Rusk counties. Without setting forth herein all the figures, the exhibit showed that in February 1975, there were 16.9% unemployed in Sawyer County by comparison with the next highest on the exhibit -- Bayfield -- with 12.2%. It showed that in 1970 Sawyer had 35% of total families below the poverty level by comparison with Bayfield, the next highest on the list, with 24%. Another exhibit again showed a 1970 comparison with Bayfield as respects percent of all families with incomes less than poverty level. The comparison was 21.1 to 15.3. Still another 1970 exhibit showed percent of households lacking some or all plumbing facilities. The comparison this time was 34.0% for Sawyer and 33.5% for Washburn, the next highest on the list.

The County stressed that its \$58.00 per month offer was comparable to what it had given to all other bargaining units working in Sawyer County. It pointed out that its offer meant that the following increases would be effective January 1, 1976 and that they kept pace with the cost of living.

Undersheriff	- 8.7%
Deputy Sheriff	- 9.3%
Dispatcher-Jailer	- 11.04%
Deputy Clerk	- 12.8%

The County stated it had levied the maximum tax permitted by law and would need to borrow to meet the salary demands of the Union.

The County replied to the other requests made by the Union by stating that Union proposal 3 would hinder the County in choosing a 7 day work schedule, that acceptance of Union proposal 4 would for all practical purposes insure an 8 day work schedule and would prevent the County from choosing a 7 day schedule and that acceptance of Union offer 5 would result in scuttling the entire health insurance program. The County finds a reference in the Award of Arbitrator Zeidler which gives it some support for contending that the demand for a \$150 clothing allowance may be on the high side.

Discussion

It needs to be remembered that because the parties elected to come within the provision of Section 111.77 (3)(b), the arbitrator must select one of the final offers of the parties without modification. He does not have the discretion displayed in the decision of Arbitrator Zeidler issued just about a year ago.

In looking at the Zeidler decision, which was introduced as an exhibit in this case, the arbitrator notes that the County introduced exactly the same tables to establish the depressed economy in Sawyer County that it did in this case. And the Union introduced evidence that salaries paid lagged substantially behind those counties with which I made comparisons. Arbitrator Zeidler's reaction was (Page 57):

From the above tables, it is clear that while Sawyer County is one of the lower income non-industrial counties in the state, and should not be a leader in wage advances given employees, its current rate and its offer are scarcely comparable to the rates offered security officers in nearby counties with a few exceptions.

In this case, the facts above detailed reveal that the acceptance of the Union demand on salaries will certainly not make Sawyer County the show place for wages in the northwest corner of the state. This is particularly true when it is recalled that the effect of the offer would still keep Sawyer County below the average for the comparable counties on 1975 figures. It can surely be anticipated that it will be even further behind when comparisons are made with 1976 figures.

If the Union's offer is approved, it will mean the following percent of increases over the 1975 salary.

A little less than 15% for Undersheriffs.
 About 13.5% for Deputy Sheriffs.
 A little over 17% for Dispatcher-Jailers.
 About 25% for Deputy Clerks.

Arbitrator Zeidler in his decision did make the comment that "the Union's offer with its graduated rates has too heavy an annual cost too quickly." However, he approved increases of the following percentages (pg. 58):

Undersheriff	- 17%
Deputy Sheriff	- 14.7%
Dispatcher-Jailer	- 23.5%
Deputy Clerk	- 25%

It is possible that if an arbitrator had discretion he might adjust somewhat the Union demand on the ground that coming after the increase of last year, they do put too heavy a cost on too quickly. But this arbitrator has no such discretion and he does not feel that the demands are utterly unreasonable especially since they will still leave law enforcement workers in Sawyer County in a position very far from leadership. And looking at the matter from another viewpoint, the arbitrator feels that the Union salary demands are far more reasonable than the \$58.00 per month across the board increase offered by the County.

The County points to its percentages of increase and asserts they are adequate. Looking at the percentages in a vacuum, they could appear quite reasonable and sufficient to keep up with the cost of living. But such figures cannot be viewed in isolation. If the base is low, as it is in Sawyer County, the percentage of increase will need to be greater to permit a realistic effort to catch up.

The County made the argument that there is a need to treat all County workers alike. The arbitrator cannot buy that type of philosophy. Law enforcement workers in Sawyer County have a right to expect consideration on the basis of comparisons with law enforcement workers in other comparable communities.

An argument which is always treated with great respect by the arbitrator is that the County would need to borrow money to pay the increases requested by the Union. No one having in mind the New York City problems can react in a flippant manner to such an argument. On the other hand, the arbitrator is not willing to accept such argument on the basis of a mere statement to that effect. He would have to be convinced that such need really existed and that money might not be found by readjustment of funds in the existing budget. He would have to be convinced that if money was borrowed, a significant problem for the future would be encountered which could not be met by planning in future budgets. The County offered no evidence of such type with the result that the arbitrator is not willing to act to deny the law enforcement workers the salary request which is so obviously not unreasonably inflated.

It is worthy of note that recently Sawyer County found the money to build a new Courthouse. This raises the question as to whether all realistic avenues have been exhausted to provide the money to pay law enforcement employees a salary which will at least do something to close the gap that exists when comparisons are made with the going rate for such services in communities that at least have comparable needs for law enforcement service.

There were, of course demands made by the Union other than salary and there were objections by the County to such demands. If the arbitrator had discretion to pick and choose between such demands, he definitely would hold with the Union on some and perhaps for the County on other demands. He does not have such discretion and for the purposes of this case, he finds no demand of the Union so unreasonable as to convince him that he must accept the entire package of the County, including its salary offer.

The Award

The Award is that the County implement the last offer made by the Union as delineated previously. The implementation is retroactive to January 1, 1976.

DATE June 1, 1976

SIGNED Reynolds C. Seitz /s/
Reynolds C. Seitz
Impartial Arbitrator
1103 West Wisconsin Avenue
Milwaukee, WI 53233