

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of Final and Binding
Final Offer Arbitration Between

COLUMBIA COUNTY SHERIFF'S DEPARTMENT

and

Case XXI No. 19918
MIA-191
Decision No. 14300-A

DRIVERS, SALESMEN, WAREHOUSEMEN,
MILK PROCESSORS, CANNERY, DAIRY
EMPLOYEES AND HELPERS UNION LOCAL 695,
I. B. T. C. W. & H. OF A.

HEARING. A hearing on the above entitled matter was held on April 23, 1976, beginning at 9:30 a.m. at the Columbia County Administration Building, Portage, Wisconsin.

APPEARANCES:

MR. JAMES MEIER, Corporation Counsel, Columbia County
Administration Building, Portage, WI, 53901

MR. MERLE BAKER, Business Representative, Teamsters Union Local
695, 1314 N. Stoughton Road, Madison, WI, 53714

BACKGROUND. The instant matter deals with an issue that came before the Wisconsin Employment Relations Commission and resulted in an order from that Commission on February 2, 1976, for Final and Binding Arbitration under Section 111.77 (3)(b) of the Municipal Employment Arbitration Act between Columbia County (Sheriff's Department) and the Drivers, Salesmen, Warehousemen, Milk Processors, Cannery, Dairy Employees and Helpers Union Local 695, I. B. T. C. W. & H. of A.

The Commission found that the parties had not established mutually agreed upon procedures for the final resolution of disputes in collective bargaining and that they did not mutually agree that arbitration should not be limited to the last and final offers of each of the parties.

The Commission found that there was an impasse in the meaning of Section 111.77 (3) of the Municipal Employment Relations Act, certified that the conditions precedent to the initiation of compulsory final and binding arbitration were met as required by the Act, and ordered final and binding final offer arbitration.

The parties thereafter selected Frank P. Zeidler, Milwaukee, Wisconsin, as the Arbitrator and the Commission appointed him on February 13, 1976. The hearing was held as noted and briefs exchanged about May 14, 1976.

THE ISSUE. This is a one issue case: wages. The parties submitted timely final amended offers. The offers are a re-opener in a two year agreement between the parties, which commenced on January 1, 1975, and expires on December 31, 1976. There is no issue as to retroactivity.

UNION OFFER. The Union offer is:

Effective January 1, 1976, forty-five dollars (\$45) per month increase in wages in all steps and classifications.

Effective July 1, 1976, an additional thirty dollars (\$30) per month increase in wages in all steps and classifications.

COUNTY OFFER. The final offer of the County is as follows:

<u>CLASSIFICATION</u>	<u>START</u>	<u>6 MO.</u>	<u>12 MO.</u>	<u>24 MO.</u>	<u>36 MO.</u>
<u>Effective January 1, 1976:</u>					
Matron-Receptionist	\$546	\$562	\$578	\$593	\$609
Matron-Secretary	567	583	604	625	646
Jailer-Dispatcher	720	746	773	799	825
Patrolman	773	799	825	852	878
Detective	825	852	878	905	931

BACKGROUND. Columbia County is a county in South Central Wisconsin. It is in a farming area and is traversed by the Wisconsin River and the Fox River. According to Counsel for the County, its current population is about 44,000 people. In 1970 the population was 40,150. Its 1960 population was about 36,768.

There are four cities in the County: Portage, population 7,821; Columbus, 3,780; Wisconsin Dells, 227; and Lodi, 1,931. It has ten villages, six of which have police officers, and it has 21 towns. The population is half urban and half rural. The County is not significantly industrial, but it is the site of a large power plant southeast of Portage on the Wisconsin River. Counsel for the County states that within two years, the income tax derived from this power plant will no longer be available to local governments.

The County is governed by a County Board of Supervisors which had 31 members in 1975.

The equalized value of the property for state purposes in the County was \$594,612,950 in 1975. Under limitations imposed by the Wisconsin Statutes, the permissible County levy was \$1,321,821.00. The County levied a property tax of \$1,200,000 for 1976 purposes.

There was a budget of \$717,201.56 for public safety. In the traffic patrol, which is a part of the Sheriff's Department, the sum of \$25,000 (FRS) and \$286,260 (CO) were adopted for expenses. For operating the jail, \$61,509 was budgeted. The personnel involved are: Matron-Receptionist, 2 positions; Matron-Secretary, 1 position; Jailer-Dispatcher, 8 positions; Patrolmen, 15 positions; and Detective, 3 positions (one position is unfilled and one assigned to other duties).

GUIDELINES. In considering the matter at hand, the Arbitrator is following guidelines set forth in Section 111.77 (6) of the Wisconsin Statutes. These guidelines are:

"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 unit of government to meet these costs.

"(d) Comparison of the wages, hours and conditions of the employes involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees 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 matters will now be considered.

1. The lawful authority of the employer. There is no question here about the lawful authority of the employer to pay either offer.

2. Stipulation of the parties. There were no major stipulations of the parties, other than their agreement to submit two exhibits jointly and that retroactivity is no issue.

3. The interests and welfare of the public. The Arbitrator notes that both parties here agree that the employees of this department are in a sensitive service and should receive fair and just compensation, and that this is in the interest of the public. What this wage should be is, of course, a matter of dispute.

4. The financial ability of the unit of government to meet the costs. The County does not plead inability to pay. However, Counsel for the County stressed that the County consisted of small cities, villages and much rural land, and that a principal tax base in its power plant would be removed, and that an Arbitrator from a large city should cast himself in the frame of mind of persons living in this type of County to comprehend how much government costs weigh upon the taxpayer.

5. Comparison of the wages, hours and conditions of employees involved with wages, hours and conditions of employees performing similar services in public employment in comparable communities. Both parties submitted summaries of comparisons of wages paid to traffic officers in governmental units they thought comparable. The governmental units, as will be seen, were quite diverse. The Union picked three counties adjacent and one city in another county. The County confined its comparability to local governments within the County. In each case, the top rate of a Traffic Officer or Police Patrolman was used as a basis of comparability.

The charts submitted by the parties were Union Exhibit 2 (corrected as of April 23, 1976) and County Exhibit 3. They are appended.

In the abstraction of the chart furnished by the Union in the matter of wages, hourly rates and work are submitted herewith, together with percentage increases.

<u>GOVERNMENTAL UNIT</u>	<u>WAGES</u>	<u>TOP ANNUAL</u>	<u>PERCENT INCREASE</u>	<u>WORK WEEK</u>	<u>HOURLY RATE</u>
Columbia County					
1975	\$ 826	\$ 9,912		40	\$4.77
Union Proposal					
1/1/76	871		5.4%	40	5.03
7/1/76	901		9.2%	40	5.20
Average	886	10,812	7.3%		
County Proposal	878	10,536	6.3%	40	5.07
Adams County					
1975	800	9,600		42.14	4.38
1976	850	10,200	6.3%	39.80	4.93
Baraboo City					
1975	875	10,500		39.80	5.07
1976	945	11,340	8.0%	39.80	5.48
Dodge County					
1975	922	11,264			
1976					
1/1/76	972	11,664	5.49%	39.66	5.36
7/1/76	1,007	12,414	9.2%	39.66	5.65
Average	990		7.4%	39.66	5.84

<u>GOVERNMENTAL UNIT</u>	<u>WAGES</u>	<u>TOP ANNUAL</u>	<u>PERCENT INCREASE</u>	<u>WORK WEEK</u>	<u>HOURLY RATE</u>
Sauk County					
1975	\$828	\$ 9,936		42.14	\$4.53
1976					
1/1/76	883	10,596	6.6%	42.14	4.84
7/1/76	893	10,716	7.9%	42.14	4.99
Average	888	10,656	7.2%		

The following table is abstracted from County Exhibit 12 and deals only with top ranges for Patrolmen.

<u>GOVERNMENTAL UNIT</u>	<u>1976 WAGES</u>		<u>WORK WEEK</u>
	<u>MONTHLY</u>	<u>ANNUAL</u>	
Portage City	\$870.11	\$10,441	40
Columbus City	805	9,660	42
Lodi City	775	9,360	40
Wisconsin Dells City	822.50	9,870	40
Pardeeville Village	720	8,640	
Rio Village	811.65	9,740	50 (Plus)
Cambria Village	675	8,100	40
Randolph Village	825	9,900	44
Fall River Village	725	8,700	40
Poynette Village	750	9,000	44-58
Average	778	9,330	
Columbia County Offer	878	10,536	40
Union Final Demands	886	10,637	40

It should be noted that there is no overlapping of the governmental units picked by the County and those picked by the Union.

COUNTY'S POSITION. The County argues that the only valid comparison which can be made for wages is between police officers within the same county. The County argues that the County Board does not want to have such matters determined in comparison with what happens in other counties.

Counsel for the County also argues that the County Traffic Officers do exactly what policemen in the cities and villages do. They do not do more in the wage of rendering police service, since the police in the cities and villages and traffic police in the counties must enforce the same statutes.

The County further holds that the County officers live in the same communities, buy in the same markets, and encounter the same experiences as other policemen, and they should therefore be compared with the local police rather than with officers in other counties or in the metropolitan areas.

The County also argues that...

The Union notes that it did not pick a populous county like Dane County immediately to the south of Columbia County, but one to the east, one to the west, and one to the north. It did not pick counties simply because they were organized by the Teamsters' Union, but because they were comparable.

The Union notes that the service of the County should not be compared with the level of service in the cities and villages. Only one of the cities offers 24-hour service, and the higher type investigative services and facilities have to be furnished by the County personnel. The Union notes that there are three detective positions, but only one is filled and as a result, patrolmen are going to be expected to do investigative work.

The Union states that the patrolmen are professional employees and are receiving less than their counterparts in adjacent counties. It also notes that, according to its Exhibit 10, the Labor Department stated that the average family's cost of living rose \$1,200 over the previous year and, therefore, the average worker should make that amount more in 1976 to stay even with 1975. It states that the Labor Department referred to an austere level of \$9,800 per year income and, yet, the top patrolmen in Columbia County received only \$9,912.00 in base salary for 1975. The lower paid employees are in greater difficulty.

6. Comparison of the wages, hours and conditions of employees involved with the wages, hours and conditions of employees generally. Only the County offered any evidence on what wages other employees in the public service generally might be getting, employees who are not safety personnel. The City in its Brief supplied copies of agreements made with other public employee organizations in the County and addressed these matters in the Brief. A table summarizing the City's statistical information is given here:

EMPLOYEE BARGAINING UNIT	1975 PERCENT INCREASE	1976 PERCENT INCREASE	1977 PERCENT INCREASE	TWO YEAR PERCENT INCREASE
1. I.B.T.C.W. & H. OF A. (Sheriff's Dept.)	12.78%	6.3% (Co. Offer)		19.78%
2. Local 2698, AFSCME, AFL-CIO (Nursing Home)	5.6%**	5.8%	6.5% (Co. Offer)	13.9%
3. Local 995, AFSCME, AFL-CIO (Highway Dept.)	4.4%**	11.0%* (Co. Offer)	5.4%	16.4%
4. Non-bargaining unit employees		5.0%		
5. I.B.T.C.W. & H. OF A. (Courthouse Employees)		6.9%	6.0% (Co. Offer)	12.9%

* The County says this increase comes from a reduction in hours from 43 to 40 for which the employees were made whole. Out-of-pocket costs for the County are said to be 4%.

** Calculated by the Arbitrator.

On the above information, the County states that the employees other than the employees in the Sheriff's Department settled for less than the Union is asking, and when two year packages are viewed in the past and prospectively, the County offer exceeds all other offers.

7. Comparison with employees in private employment in comparable communities. The County submitted County Exhibit 16 which was a "Survey of Wage Rates - Fringe Benefits, Columbia County Area Manufacturers", issued by Harold Lejeune, Extension Resource Agent for Columbia County, in October 1975. The County called attention to the listing of "Professional & Technical" employees listed on page three and referred

to the 1975 County rate for the professional employees listed therein. Rates for 8 engineering technicians, 4 accountants, and 17 draftsmen were listed. The distribution was as follows:

<u>Straight Time Hourly Rate</u>	<u>Number of Employees</u>
\$3.50 - \$3.99	2
4.00 - 4.49	7
4.50 - 4.99	6
5.00 - 5.49	3
5.50 - 5.99	2
6.00 - 6.49	4
6.50 - 6.99	1
7.00 - 7.99	1
9.00 Plus	3

The County states that the bulk of such employees are getting less than what is being offered Traffic Patrolmen.

The Union states that the comparison of the 1975 salaries with proposed 1976 salaries is invalid. It welcomes any valid comparison with employees in the private sector. Further, the Union says that the tabulation shows that on the whole, professional employees are getting more than the Traffic Patrolmen.

8. Cost of Living Changes. The Union introduced one exhibit and the County introduced three exhibits on the change in the cost of living.

Union Exhibit 10 is a news account from the WISCONSIN STATE JOURNAL, April 11, 1976. This account states that the typical urban family of four requires \$15,500 a year to maintain a moderate standard of living, according to the Department of Labor. Nine thousand, eight hundred dollars (\$9,800) a year would produce only austere living. The article described the rises in the cost of living for a typical family of four.

The County's exhibit 13 was an issue of the KIPLINGER WASHINGTON NEWSLETTER, April 16, 1976. This newsletter asserted that there is a projected rate of 5% to 5 1/2% rise in the Consumer Price Index, and this projection indicates a drop from a previous projection of 6%. Thus, the cost of living is going down.

County Exhibit 14 is a news account from the CHICAGO TRIBUNE of April 22, 1976, which states that on the basis of the first three months of 1976, the annual projected rate for the Consumer Price Index is 2.9%.

County Exhibit 15 is an article from the WISCONSIN STATE JOURNAL, April 22, 1976, which reports the same projected annual rate of 2.9% for the C.P.I. This story says that a dip in inflation was spurring the market.

The County argues from its exhibits that the inflation is slowing down and that the County, with its offer, is exceeding the projected cost of living for 1976.

The Union, having noted the increase of \$1,200 for the average family's living cost, takes issue with the County's using its offer of 6.3% as an offset against the future when, according to the evidence, the Consumer Price Index rose 9% in the last year. Further, the Union says, it is likely that the low projected rate of the March C.P.I. will increase as the year goes on.

9. Fringe Benefits. Both parties submitted tables on fringe benefits in the governmental units which they used for comparison. These tables are attached and a summary of them is given here:

a) Work Week. Union comparison: Two employers offer a lower work week; one offers a higher work week.

County comparison: Seven employers offer the same; four a longer work week.

b) Insurance. Union: Four employers pay a larger dollar amount.

County: Six employers pay the same percentage as Columbia County; four pay less.

c) Pension. Union: Three employers pay a larger dollar amount; one pays less.

County: Three employers and Columbia County pay the full amount; three employers pay nothing; other employers offer something less than 100% contribution toward retirement.

d) Clothing. Union: Two employers pay more; one the same as Columbia County; and one less.

County: Columbia County offers \$198 a year for clothing, and the other units offer an average of \$180 per year.

e) Vacation. Union: The Columbia County pattern of one week for one year of service, two for two years, three for ten years, and four for twenty years confers less benefits than three other employers.

County: Nine employers offer lesser benefits than Columbia County.

f) Longevity. Union: The contracts supplied by the Union show that two employers offer somewhat better benefits than Columbia County, one the same and one less.

County: The County offers a plan better than or equal to eight employers.

g) Educational Incentive. Educational incentive is not a commonly conferred benefit in either groups used in comparison.

There are other fringes which are not compared since they are minor, such as funeral leave. There is one type of benefit mentioned by the Union in its Brief. This is shift differential. The Union states that Patrolmen in Wisconsin Dells get 15¢ an hour on the second shift and 20¢ an hour on the third shift. These amounts raise the monthly income from \$26 to \$34.67 respectively. The Union states also that the Wisconsin Dells police have a better longevity program.

10. Overall compensation. The Union submitted a revised Exhibit (described above and appended hereto) which made a tabulation of the increase in overall benefits in which the Union put a dollar value on certain benefits where there was a cost attached, added up the average monthly total, and then listed the percentage increase of the total and the percent increase in wages. A summary table of this information is given here.

<u>GOVERNMENTAL UNIT</u>	<u>MONTHLY TOTAL (AVERAGE)</u>	<u>PERCENT INCREASE TOTAL</u>	<u>PERCENT INCREASE WAGES</u>
1. Columbia County			
Union Proposal			
1975	\$948.31		
1976			
1/1/76	996.01		
7/1/76	1,027.81		
Average	1,011.91	6.7%	7.3%
County Proposal	1,003.43	5.8%	6.3%
2. Adams			
1975	926.84		
1976	1,017.40	9.8%	6.3%

<u>GOVERNMENTAL UNIT</u>	<u>MONTHLY TOTAL (AVERAGE)</u>	<u>PERCENT INCREASE TOTAL</u>	<u>PERCENT INCREASE WAGES</u>
3. Baraboo			
1975	989.20		
1976	1,083.59	9.5%	8.0%
4. Dodge			
1975	1,046.46		
1976			
1/1/76	1,130.04		
7/1/76	1,167.58		
Average	1,148.81	9.3%	7.4%
5. Sauk			
1975	949.74		
1976			
1/1/76	1,037.79		
7/1/76	1,048.39		
Average	1,040.59	9.6%	7.2%

The County did not supply such a chart but stated that the 1976 wage increase should be decided in light of the whole contract, and it noted particularly the wage increase from 12/31/74 to 12/31/75, which it said was 12.68%. This figure, when added to the present increase of 6.3% being offered by the County, will produce a 19.73% increase over two years.

The County notes the amount it pays toward family health insurance, \$57.25, which compares favorably with the family coverage for other County employees of \$47.88 and for single employees of \$32.88.

As to retirement, the County pays 5% of the employee's salary together with a 6.1% employer contribution for a total of 11.1% or \$51.83 for general employees. For Sheriff's Deputies, it pays 6% of the employee's salary, adds 13.8% for its own share, which comes to 19.8% or \$163.94. The Deputy can retire with full benefits at age 55 while the general employee has to wait for age 65.

The County states that as a result of this it has a built-in cost of \$10.30 per month increase in retirement for a Sheriff's Deputy as compared to \$3.55 for the average Courthouse employee.

11. Other Benefits. As to other benefits, there was a discussion of continuity of employment and the attractiveness of the position. The Arbitrator raised the question of severance pay. The County supplied its Brief and affidavit from Vearn Golz, Sheriff of Columbia County, which affidavit stated that the last employee to terminate from his department did so in December 1973. He also cited that there has been an average of approximately 50 applicants for each of the regular openings for the last several years and there were approximately 40 applications presently on hand without any position being open.

DISCUSSION. Considering the information furnished above, the first matter to be studied is the validity of the comparisons used by the parties in this issue. They are absolutely divergent. The Union supplied a comparison list consisting of three adjacent counties and one nearby city in another County. The County used for its list of comparisons, the rates paid by the cities and villages of Columbia County. Thus, it is difficult to make comparisons between the lists themselves. The Statute in its

that city and village patrolmen do work fully comparable to the work of Sheriff's Deputies. The latter serve a larger public, have a larger organization which commands a certain discipline from them, and have the work of patrolling, of investigating, and of other functions, so that a considerable degree of professionalism is required of them, plus that the types of experiences they get are probably wider.

More weight then must be given to the comparison between counties rather than the comparison to local police.

In observing the comparison of wages of the Columbia Sheriff's Deputies with wages for local police in the County, the County offers superior wages. Compared to the counties, however, though the sample is meager, Columbia County is offering less than two adjacent counties and more than one other county.

The comparison of the counties made by the Union deserves some attention. The Union cited examples from only three of the five counties to which Columbia is adjacent. The counties cited are Adams, Dodge, and Sauk. Green Lake and Marquette counties are also adjacent. From the 1975 Wisconsin Blue Book, the following table was developed.

Population (1974), Valuation (1973), and Area of
Five Wisconsin Counties

<u>NAME</u>	<u>POPULATION</u>	<u>VALUATION</u>	<u>SQUARE MILES</u>
Adams	9,234	\$149,000,000	776
Columbia	42,263	470,000,000	646
Dodge	72,140	731,000,000	889
Green Lake	17,363	221,000,000	354
Marquette	9,700	118,000,000	458
Sauk	40,458	447,000,000	841

From this table it can be seen that the County most comparable to Columbia in population and valuation, though 30% larger in area, is Sauk. Looking at the tables prepared and shown herewith, the pay for Columbia County Deputies in 1975 was \$826 per month and for Sauk Sheriff's Deputies \$828 per month. Under the County's proposal, the Deputies will reach a top of \$878 per month in Columbia County, and under the Union proposal, they will reach a top of \$901, with an average rate of \$886 per month. In Sauk County, the Deputies will reach an average of \$888 with a top of \$893 per month. The top step Union proposal for the Columbia Deputies thus projects them ahead of Sauk County by \$8 a month on the top. This projected increase is 9.1% as compared to the Sauk projection of 7.9% to the top. Is the Columbia rate justified? It must now be considered in light of other data.

According to the County, the Union will have received a gain of 19.78% in a two-year period. The County has compared this gain with gains in future years, a comparison that the Arbitrator does not consider fully valid. However, from such information as the Arbitrator could glean from County exhibits as to 1975 and 1976 for its other employees, the Columbia Sheriff's Deputies gains are ahead of the gains of other employees in this two-year period.

As to gains for other County units during the year 1976, the County's offer to the Union exceeds its offer to the nursing home and non-bargaining unit employees but is exceeded by 0.6% by Courthouse employees and by 4.7% for highway employees, owing to a shortened work week. From these data, for comparison purposes, the Arbitrator finds the County offer somewhat too low for equity and the Union's top offer too high.

The Arbitrator has looked at the overall costs of the various counties supplied by the Union. He finds that the factor making the difference in a higher overall cost rests largely with a dramatic increase in the cost of health insurance. He concludes this represents costs of new contracts. Since health coverage under the present agreement between Columbia County and its Sheriff's Deputies presumably remains the same for the same cost, the percentage rise in overall costs in other contracts does not necessarily represent better coverage but only higher costs, and so the Arbitrator discounts this factor toward the overall increase.

A factor also supporting the County's offer is the low rate of severance from the position. Another factor is the total two year gain for the employees.

As to fringes, the comparison of fringe benefits is difficult. The County offers better fringes than the cities and villages in the County. It offers lesser benefits than two adjacent counties. However, there are no significant differences (other than the cost of health insurance just discussed).

As to the cost of living benefits, there is little doubt that the County offer does not keep up with the Consumer Price Increase as reflected in 1975. The Arbitrator does not consider the County argument valid that the County offer covers a cost increase for 1976. A prospective increase in the 1976 Consumer Price Index would have to be covered by a special cost of living adjustment clause, which does not exist here.

In seeking to resolve the issue, the Arbitrator looked first at the dollar amounts offered by the parties in Columbia County and compared them with the settlement in the comparable County of Sauk.

The County offers an increase of \$52 per month in Columbia County. The Union proposes an average increase of \$60. The average increase for Sauk Patrolmen is also \$60. The Sauk percentage increase is 7.2% on wages; the Columbia County offer is 6.3%; the Union's offer on the average is 7.3%. The 7.3% increase in compensation for the Patrolman is a greater percentage than for other County employees, except those in the Highway Department, and is 0.4% above those in the Courthouse.

On the basis of the foregoing, when considering comparability with rates being paid in Sauk County, a comparable county, the Arbitrator believes that the Union's offer under its average increase more nearly fits the Statutory guidelines.

AWARD. The offer of Local 695 serves employees of Columbia County, on wages, and should be included in the Agreement for the parties for 1976.

Date Signed: June 26, 1976

Frank P. Zeidler /s/

Frank P. Zeidler
Arbitrator