

In the Matter of the Petition of

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

Case XI
No. 20993 MIA-264
Decision No. 15161-A

For Final and Binding Arbitration
Involving Law Enforcement Personnel in
the Employ of

SAUK COUNTY (SHERIFF'S DEPARTMENT)

The undersigned arbitrator, Gerald G. Somers, was appointed by the parties through the procedures of the Wisconsin Employment Relations Commission, pursuant to Section 111.77(4)(b) of the Municipal Employment Relations Act as amended. Under the provisions of the Act, the arbitrator shall select the final offer of one of the parties and shall issue a final and binding award incorporating that offer without modification.

A hearing was held on February 21, 1977, at the Sauk County Courthouse. Posthearing briefs were subsequently submitted by the parties.

APPEARANCES

For the Union: Merle Baker, Teamsters Union Local #695.

For the County: Paul M. Newcomb, Corporation Counsel, Sauk County, Wisconsin.

ISSUES AND FINAL OFFERS

I. Wages

A. County's Final Offer:

Sixty Dollars (\$60.00) per month.

<u>Classification</u>	<u>6 Mos.</u>	<u>12 Mos.</u>	<u>18 Mos.</u>
Jailers	843	873	903
Jail Sergeant	889	921	953
Radio Dispatchers	843	873	903
Radio Technician	910	944	978
Investigator	935	969	1,003
Chief Investigator	977	1,015	1,053
Lieutenants	977	1,015	1,053
Sergeants	935	969	1,003
Patrolman	889	921	953
Administrative Assistant and Court Officer	935	969	1,013

B. Union's Final Offer:

Seventy-Five Dollars (\$75.00) per month.

<u>Classification</u>	<u>6 Mos.</u>	<u>12 Mos.</u>	<u>18 Mos.</u>
Jailers	858	888	918
Jail Sergeant	904	936	968
Radio Dispatchers	858	888	918
Radio Technician	925	959	993
Investigator	950	984	1,018
Chief Investigator	992	1,030	1,068
Lieutenants	992	1,030	1,068
Sergeants	950	984	1,018
Patrolman	904	936	968
Administrative Assistant and Court Officer	950	984	1,028

II. Parking

A. County's Final Offer:

Provide five (5) additional stalls at the Courthouse ramp and five (5) stalls in the parking lot at the Department of Health and Social Services Annex Building for Sheriff Department employees.

B. Union's Final Offer:

No proposal on this matter.

PRINCIPAL POSITION OF THE UNION

I. Wages

The Union notes that there is no disagreement between the parties concerning the retroactivity of the wage increase to be awarded by the Arbitrator. All wage increases are to be effective January 1, 1977.

In its exhibits and in its arguments, the Union has provided a comparison of wages, hours, and conditions between Columbia County, Dodge County, Richland County and the city of Baraboo. The Union contends that these are appropriate comparisons since these counties run in a parallel tier, east and west, and take into consideration the similarity or comparability of the counties. The Union feels that there would be no comparison from the standpoint of valuation and population, with Dane County on one hand or with smaller counties, such as those included in the County's exhibits, on the other hand.

The Union feels that the most direct comparison from the standpoint of size, population and valuation is found between Columbia County and Sauk County. The Union contends, drawing from its exhibits by way of argument, that the Sheriff Department employees in Columbia County have been provided with better wage and total compensation than the employees of the Sauk County Sheriff's Department. Columbia County has provided for a \$50 increase plus a shift differential of 10¢ per hour for the afternoon shift and 15¢ per hour for the evening shift. In addition, the employees were granted \$5 increased insurance per month, and \$1.50 per month increase in uniform allowance, for a total of \$70.72 per month, effective January 1, 1977. This total did not include a cost-of-living increase effective July 1. This is to be a direct cost-of-living increase for the six-month period running from November 1976 to May 1977. Anticipating a 6% annual increase in cost-of-living, there will be an additional \$28.53 per month per employee in Columbia County, providing a grand total of \$99.25 per month increase, not counting roll-ups (e.g., pension, social security, etc.). This compares with the offer of Sauk County for a \$60 increase per month in wages and no other increases.

Drawing on its exhibits, the Union contends further that Sauk County has a higher percent of urban value and a higher percent of urban population than does Richland County or Columbia County. Baraboo wage rates should also be used in a comparison with Sauk County because Baraboo is the county seat and the largest city in Sauk County. Many of the deputies in the Sheriff's Department live in and around the city of Baraboo, and they should maintain an equal living standard.

With reference to its exhibit on this matter, the Union contends that the activities of the criminal and traffic departments of Sauk County, Columbia County and Richland County give a clear indication that the officers of the Sauk County Sheriff's Department were busier than were the officers of Columbia and Richland Counties. This greater activity is also demonstrated by the number of miles that each traffic officer traveled in the course of his year's duties. Moreover, the Sauk County Sheriff's Department has an added problem because of the fluctuating population in the county, as is seen in the location of the complaints within the county. It is noted that a transient, tourism-type of population, such as that of certain areas in Sauk County at certain times of the year, gives rise to a greater number of complaints.

The Union also contends that it has shown the greater increase in population and valuation in Sauk County as compared with surrounding counties. This increase is especially noted in the period from 1972 to 1975.

Finally, the Union has noted that the County hinted at a "hardship" problem with regard to ability to pay. This issue was not raised in negotiations. The state statutes provide for increases in tax levies by the County if other avenues of relief have been tried and failed.

PRINCIPAL POSITION OF THE COUNTY

I. Wages

In support of its final wage offer, the County submits that the only valid units to look at are other counties in the area whether employees are represented by unions or not. The County has submitted wage information from adjoining counties, except Vernon County because it is believed to be in arbitration concerning the 1977 contract. The County contends that the logical comparison is between Sauk County and Columbia County because of comparable size and location. As the County's exhibit indicates, these are almost twin counties in relevant statistics. On the contrary, Dodge County is not considered to be comparable to Sauk because of Dodge County's greater population and proximity to the Lake Michigan metropolitan areas and because Dodge County includes the Wisconsin State Prison in this area, with the additional policing problems involved in that vicinity.

The County notes that Columbia County, which for many years lagged behind Sauk County in wage increases, has allegedly settled for more than Sauk County proposes to settle for in 1977. However, this is merely an allegation and the facts, according to the County, provide a different picture. Looking at the Union's own data, it is found that the average hourly rate proposed by Sauk County is \$6.38, while the highest of the two-year hourly rates in Columbia County is \$6.36. It is granted that Columbia County has a cost-of-living item in their contract but such a provision was not suggested as part of Sauk County's 1977 contract. It is not part of either the Union or the County final offer. A cost-of-living provision is a gamble for both sides and, although it appears to have an upward trend, it can get stuck and stay where it was, giving rise to no added compensation. Thus, in the County view, it is improper to consider a cost-of-living provision in Columbia County's contract, because it is variable and difficult to equate in actual fixed dollar increases.

The County contends that many of the other contract items in the two counties appear to vary little. Sauk pays \$17.50 for clothing allowance while Columbia pays \$16.50 and will pay \$18 next year. The Sauk allowance may also rise in 1978. Both counties pay 100% of the state pension cost. Both pay 100% of the health insurance cost, although Columbia apparently pays for the major medical cost while Sauk does not. The work week hours are the same. On the other hand, Sauk's proposal seems better than that of Columbia County in several areas, such as the hourly rate for patrolmen. Although the Columbia contract contains a shift differential, which is not contained in the Sauk proposal, this increase will not affect all workers and it is justified to compensate workers who must regularly work late night hours.

The County contends that consideration must be given to the fringe benefit comparisons not shown in the Union's principal exhibit. Such comparison shows generally that Sauk County is ahead of Columbia County. Sauk County has a better longevity pay provision than that found in Columbia County. Sauk provides \$12 per year beginning with the completion of three years' employment. Columbia provides \$5 per year for 5 years, \$10 per year after 10 years, and \$20 per year after 20 years of employment. Projecting the two provisions for fifteen years, Sauk employees would have received \$1,404 and Columbia employees would receive \$1,040. Similarly, Sauk employees are ahead of Columbia County employees in vacations for various periods of employment; and for five years (from 13 to 18 years of employment), Sauk employees have one week more of vacation than do employees of Columbia County.

The County contends that Sauk employees also have better sick leave provisions than those in Columbia County. The total number of days of sick leave accumulation is greater in Sauk County and Sauk employees have a convertible

provision for retirement which is not found in Columbia County. Similarly, Sauk employees have nine paid holidays, whereas Columbia employees have only eight paid holidays. And whereas Sauk County has a production program which can lead to increased pay for employees through advanced education, Columbia County has no such provision.

Going beyond the Columbia-Sauk comparison, the County notes that within almost all cases of comparisons with other counties, Sauk County's compensation is superior to adjacent counties. The only exception is Dane County which is so different in size and metropolitan character from Sauk County that a comparison between the two is useless for compensation purposes. Cities and villages are not proper units of government for comparison.

Finally, the County contends that the Union's \$75 increase proposal would put Sauk County's Sheriff's Department employees far ahead of Columbia County, with no showing that Sauk employees are superior in ability or service to those in Columbia County.

PRINCIPAL POSITION OF THE UNION

II. Parking

The Union contends that the County's final offer on parking is not appropriately before the Arbitrator. A prohibitive practice charge has been filed by the Union and there is agreement that the parties seek the services of an impartial umpire to determine that question. In any case, the Union contends that the facts surrounding the County's offer are too vague for an appropriate decision at this point. What are the parking spaces in addition to? How many are not in existence? How many in which lot? Would the Arbitrator be adding or subtracting spaces?

PRINCIPAL POSITION OF THE COUNTY

II. Parking

The County contends that it has suggested removing this proposal from consideration by the Arbitrator, but the Union has refused such removal, preferring to argue that the inclusion of this issue is inappropriate. If its inclusion in the final offer is inappropriate, the County would agree that it should be removed from consideration. The County notes that if this issue is not removed from consideration, the County's offer should be selected so that the ten parking places provided would cause the Union to dismiss the unfair labor complaint issued by the Union and disputed by the County.

DISCUSSION

I. Wages

There appears to be general agreement that the appropriate comparison for purposes of compensation is between Sauk County and Columbia County. The Union notes, "These two (2) counties are quite comparable in size, population and valuation." The County has stated, "The logical county to compare with Sauk County of all those presented is one of comparable size and location. We, of course, find an almost twin county in Columbia. . . . In summation, we submit that cities and villages are not proper units of government for comparison, and of the counties in the area only Columbia is comparable to Sauk." Moreover, the arbitration finding for Columbia County (County Exhibit #6) for last year states, "It can be seen that the county most comparable to Columbia in population and valuation, though 30% larger in area, is Sauk."

This Arbitrator agrees that the critical comparison is between Sauk and Columbia counties. The other neighboring counties differ in such important characteristics as size, population, valuation, metropolitan status, and other unique characteristics such as the prison facility in Dodge County. Although the city of Baraboo, located in Sauk County, obviously provides another basis for comparison, weight is given to the County argument that comparisons between city and county are not as valid as comparisons between two counties. In assessing the comparative compensation data for Sauk and Columbia counties, it is useful to examine the information provided in Union Exhibit 1:

TOP PATROLMAN RATES

	Sauk County			Columbia County	
	1976	Proposal		1976	1977
		Union	County		
No. of Patrolmen	16	16	16	17	17
Wage	\$893	\$968	\$953	\$901	\$951 ¹
Hourly Rate	5.15	5.58	5.50	5.20	5.49
Work Week	40	40	40	40	40
Shift Differential	0	0	0 ²	0	14.22
Insurance	78.55	78.55 ²	78.55 ²	56.25	61.25
Pension	53.58	58.08	57.18	54.06	57.91
Clothing	17.50	17.50	17.50	16.50	18.00
Average Total	1042.63	1122.13	1106.23	1028.81	1102.38
Amount of Increase		79.50	63.60		73.57
% of Increase		7.6%	6.1%		7.2%
Average Hourly Rate	6.02	6.47	6.38	5.94	6.36
% Increase (average hourly)		7.5%	6.0%		7.1%

¹ Does not show direct cost of living increase effective 7/1/77.

² Rate adjustment in April.

The County has not seriously contradicted any of the data provided in this Union exhibit, except for noting that the shift differential affects only those employees on particular shifts.

As the preceding tabulation indicates, the hourly rate for patrolmen in Sauk County would be \$5.50 under the County proposal, while in Columbia County the rate would be \$5.20 in 1976 and \$5.49 in 1977. Thus, as the County has noted, Sauk's proposal appears better than that now existing in Columbia County by 1¢ an hour. If the Union proposal of \$5.58 per hour, were adopted, there would be a substantial differential between the patrolmen hourly rate in Sauk County as compared with Columbia County.

However, as the Union exhibit notes, when such items as shift differentials, insurance, pension, clothing allowance are included, the amount of increase in Columbia County is almost \$10 greater than the increase proposed in compensation under the County proposal. It is noted that the increase in Columbia County would be 7.2% and in Sauk County, under the County proposal, would be 6.1%. However, if the Union's proposal were adopted, the increase in Sauk County would exceed that of Columbia County by approximately \$6, representing a 7.6% increase.

The County correctly notes that the Union's exhibit, tabulated above, does not include such items as longevity pay, vacations, sick leave, holidays and education incentive pay. Unfortunately, it is difficult to determine the dollar amount of these differences, without detailed information on the present and projected longevity of the employees in the two counties, without details on the seniority of employees for purposes of vacation, and without some indication of utilization of sick leave provisions. Although the additional compensation equivalent for one additional paid holiday can be calculated, there is no way of knowing what the education incentive pay provision might add to the compensation of Sauk employees as compared with those of Columbia County. Although the shift differential in Sauk County would affect only those employees on particular shifts, as the County has noted, there is no reason to believe that the pattern of shifts differs greatly in the two counties. Therefore, the shift differential in Sauk County clearly adds to the average compensation of Sauk County employees as compared with those in Columbia County.

Although exact calculations cannot be made for the fringe benefit differences indicated by the County, it appears that the difference in these benefits, omitted from the tabulation provided by the Union, would offset the differences in Sauk County as compared with Columbia County set forth by the Union exhibit. Thus, we might conclude that there would be no great difference between the position of Sauk County employees under the County proposal and the position of Columbia County employees under their 1977 contract, given the compensation items included in the Union's exhibit and the fringe benefit items which the County indicates should be added.

However, the major difference between the Sauk County proposals and the situation in Columbia County is the inclusion of a cost-of-living provision in the current Columbia County contract. Of course, one cannot be certain about the rise in the Consumer Price Index in the next year and a half. However, there is every reason to believe the Union's assumption that the current inflationary rate of 6% per year will continue at approximately that level in the next 12 to 18 months. Even if the inflationary rate is slightly reduced (and none of the experts expect sharp reductions in the coming year), the employees of Columbia County are likely to receive significant increases in compensation not accorded to Sauk County employees under either the County or Union proposals. A careful examination of the cost-of-living adjustments in the Columbia County contract (Appendix "B" of the contract effective January 1, 1977) supports the Union contention that employees in Columbia County may receive approximately \$25 per month in addition to increases received through the formal wage provisions. Given the rough equality in the positions of employees in Sauk and Columbia counties, under the Sauk County proposal, without cost-of-living adjustments, the cost-of-living increases to be enjoyed by Columbia County employees during the term of their present contract would place them significantly above the compensation status of employees in Sauk County. The Union's proposal in Sauk County would bring the Sauk County employees to a level roughly comparable to those in Columbia County after the latter employees have received the assumed cost-of-living adjustments for 1977.

In summary, it is agreed by all that the crucial comparison is between Sauk County and Columbia County, and that other comparisons are of substantially less importance. In the Sauk-Columbia comparison, it was determined that the cost-of-living adjustments in the Columbia County contract would bring employees compensation there to a level well above that proposed by Sauk County. The Union proposal for Sauk County would achieve a more comparable level for Sauk County employees as compared with the current compensation package in Columbia County plus prospective cost-of-living increases. Therefore, the Union proposal is selected as a more equitable one than that of the County.

With regard to productivity differences in Sauk and Columbia counties, we can only note that evidence provided by the Union demonstrates a high level of activity per employee in Sauk as compared with other units. There is certainly no evidence that productivity is higher in Columbia County.

Similarly, the County has not tried to make an effective case that "ability-to-pay" is a significant factor. This has not been raised as a serious obstacle to granting the Union request. Since the difference between the County and Union positions is relatively narrow, the County's ability to pay the slightly higher amount, required on the basis of comparative equity, is assumed in this award.

II. Parking

Neither party appears to want the parking issue to be included in this arbitration, although it is not clear that it can be withdrawn officially at this point. Nonetheless, the selection of the Union's final offer makes it unnecessary to consider the parking issue, since the Union's offer included no proposal on parking.

DECISION

The Union's final offer of a seventy-five dollars (\$75) increase is selected without modification.

Gerald G. Somers /s/
Gerald G. Somers, Arbitrator

Madison, Wisconsin
May 13, 1977