

EDWARD B. KRINSKY, ARBITRATOR
110 Alden Drive
Madison, Wisconsin 53705

In the Matter of the Petition of

Teamsters Union Local No. 446

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

Taylor County (Sheriff's Department)

Case VII
No. 20978
MIA-263
Decision No. 15275-A

Appearances: Mulcahy & Wherry, by Robert M. Hesslink, Jr., for the County
Goldberg, Previant & Uelmen, s.c. by Alan M. Levy, for the
Union

On March 8, 1977, the undersigned was appointed by the Wisconsin Employment Relations Commission to make a final and binding final-offer arbitration decision in a dispute involving the above-captioned parties. The hearing, originally set for May 11, 1977, was postponed by agreement of both parties until June 30, 1977. It was held at Medford, Wisconsin. No transcript of the proceedings was made. Both parties had full opportunity to present evidence, testimony and arguments. The record was completed with the exchange of post-hearing briefs.

There is only one issue in dispute, wages for calendar year 1977. The Union's final offer is, "add \$65.00 per month across board . . . effective 1/1/77". The County's final offer is, "The County offers an overall increase of \$45.00 per month per man."

Facts:

The Union presented wage comparisons with the City of Medford (the County seat of Taylor County), and four contiguous counties (Clark, Marathon, Price and Lincoln) and with the Medford Electric Utility (a municipally owned public utility).

Using the maximum wage rate the Union showed that the 1976 maximum rate of Taylor County deputies was behind the maximum rate of each of the comparison jurisdictions as of January 1, 1977, by the following amounts, on a monthly basis.

Clark County:	\$46.30
Marathon County:	\$122.30
Medford (police):	\$35.18
Price County:	\$1.30
Lincoln County:	\$72.30
Medford Utility: Lineman	-- \$239.70
Foreman	-- \$279.70

Data presented by the Union showed increases for 1977 of 8.4% for Marathon County, 7% for Medford Police, and \$79 across-the-board for Price County.

According to the Union, implementation of the County's offer would leave the rate for a 5-year man on the force below the rate for a 5-year man in each of the other jurisdictions. Implementing the Union's offer, according to the Union, would put the 5-year rate above price and Clark County and the City of Medford, but would leave it behind the rates for Marathon and Lincoln Counties.

The Union did not present wage figures for Chippewa and Rusk Counties which are also contiguous, because it had not been successful in obtaining those figures.

The County presented numerous exhibits which included the following:

Taylor is 5th in population of the 7 contiguous counties. Its 18,644 population compares to a median population of the 7 counties of 25,281, a low of 14,838 and a high of 105,637 in Marathon County.

There are 11 County law enforcement personnel in the County bargaining unit ranking 5th of 7, although the 6th and 7th also had 11, whereas the median is 15 and the high, in Marathon County, is 58. There were no figures given which included the number of city police in the counties, or the number of officers per population of the counties.

The 1973 median household income in Taylor County was \$6,990 which was 3rd of 7, compared to a median of \$6,556, a low of \$6,452 and a high of \$8,955.

Under the County's offer, a 10-year deputy would receive a salary of \$948.70 per month, whereas under the Union's offer he would receive \$968.70 per month.

Using the mean monthly-cost-per-employee as base, the County calculated its wage offer to be a 5.10% increase over 1976, whereas the Union's offer would be 7.36%. When the County included its payments for overtime, holiday, retirement, health and life insurance it calculated its total offer as being an increase of 7.7% contrasted to a 9.77% increase based on the Union's offer.

The County contrasted these total cost figures for Taylor County with the 6 contiguous counties showing what an employe with 6 years of service (the average seniority in the Taylor County Unit) would receive. Using either the County's or the Union's offer, Taylor County ranks 3rd, according to the County, at either \$1143.39 or \$1165.29 per month compared with an average of \$918.10 per month for the 6 counties excluding Taylor County.

Drawing a similar comparison with the City of Medford for a 6-year employe, the County calculated the compensation in Medford to be \$1144.42 per month compared to its offer of \$1143.39.

The County showed that its wage offer to the bargaining unit (+\$45) is higher than its offer to its other groups of employes (\$40; \$36.40; \$40), and on a total compensation basis, its offer to the bargaining unit leaves the average compensation per employe for 1977 ahead of the average cost to the five full-time County officials, to highway employes, and to "appointed and hired employes," by \$2133, \$3332 and \$5632 respectively.

The County presented April, 1977, unemployment data provided by the State of Wisconsin which shows that of the 7 contiguous counties, the 7.7% unemployment rate in Taylor County is highest, compared to a median figure of 5.7% and a low of 4.2%.

The County presented figures which show that since July, 1975, when the parties entered into their first contract, the All-Cities Cost-of-Living Index will have risen by January, 1978, by 17.0%, whereas using the County's final offer, the bargaining unit will have received salary increases in the same period of 19.7%. These figures are determined for 1977 by projecting the January to May figures for all of 1977. The comparison is more favorable to the County if the January, 1975, to January, 1977, period is used.

The County presented figures showing that using Full Value County Tax Rates levied in 1976 for collection in 1977, Taylor County ranks 4th of 7 counties with a rate of \$3.93 compared to an average (excluding Taylor County) of \$3.74. The County also presented figures comparing its tourist income and economic base to the other contiguous counties.

Positions of the Parties:

Union: The Union's position may be summarized as follows:

- 1) The Union contends that for 1977 the County's offer meets neither the increase in the cost of living nor the increase granted by the City of Medford to its police department. The Union also contends that using the maximum pay rate in each of the comparison jurisdictions, the County's offer does nothing to alter the fact that the bargaining unit had wages below the monthly top rate of employes in each of the other units with which the Union drew comparisons.
- 2) The Union contends its offer is fair, and is closer to the amount which was budgeted by the County than is the County's offer.
- 3) The Union contends that the comparisons made by the County to increases given to its other employes should be viewed on an hourly basis, given their variable work schedules. This shows an increase of 21¢ per hour to highway employes and 26¢ per hour to appointed and hired employes. The County's offer to the deputies is 24¢ per hour, while the Union's offer is 35¢ per hour.
- 4) The Union concludes its argument by stating:

. . . allowing the Employer's position to prevail would create serious substandard conditions, while allowing the Union's position to prevail would be closer to equity, closer to the budget, closer to a reasonable position in terms of other employees within and without the County, and certainly closer to what is fair for people who are charged with a responsibility for law enforcement in the County.

County: The position of the County may be summarized as follows:

- 1) The County contends the evidence shows that its residents are relatively more highly taxed than the average citizens of the 7 contiguous counties. For this reason, as well as other measures presented by the County, the County argues that it should not be the wage and benefit leader for the surrounding counties.
- 2) The County contends its offer will place the County 3rd out of 7 counties used in the comparisons and "will also greatly exceed the average salary and total compensation paid to deputies in other communities." The County contends, therefore, that its offer is a reasonable one. In comparison with the City of Medford, the County argues its offer will leave the wage rate slightly below Medford's but the County will be higher when total compensation is considered. The County contends its offer is also reasonable in comparison to the offer made to other employes of the County, since it is a higher monthly increase than was offered to the other employe groups.
- 3) The County contends that employes in the Sheriff's Department unit have more than kept up with the increases in the cost of living, as borne out by its comparisons with the index since January, 1975. Thus, according to the County, its offer is reasonable and the employes will not be subject to hardship under it.
- 4) The County contends its offer is also reasonable when overall compensation is calculated both standing alone and in comparison to other contiguous counties. By contrast the County contends "there is no justification for the Union's request for a total package of 9.77%."

Discussion:

The arbitrator's decision must be made in accordance with the statutory criteria of 111.77(6) Wis. Stats. The statute offers no guidance concerning the relative weight to be given to the statutory criteria.

The Union based its presentation on a comparison with 4 of 6 contiguous counties. It offered no justification for leaving out Chippewa and Rusk Counties except that it had not obtained the information. The County's comparisons are with all 6 of the contiguous counties and are, therefore, more complete. The Union presented no information about overall compensation of the employes or how such overall compensation compares with overall compensation in other communities. The County on the other hand made thorough comparisons of overall compensation. Also, while the Union showed wage increases for 1977 given in Marathon County and Price County, it did not provide that information for Clark and Lincoln Counties, or for Chippewa and Rusk Counties. The County's presentation contains complete figures for all of these counties. In its presentation the County presented data addressing the other statutory criteria, while the Union only presented wage data.

The Union's argument is based mainly on what it sees as the inadequacy of the County's offer in terms of comparisons of maximum wage rates, and changes in the cost of living. The data show, however, that the County has more than kept up with changes in the cost of living since the parties' first agreement in January, 1975, through the duration of the prior contract which lasted until January, 1977. While, as the Union notes, the County's offer for 1977 will not keep pace with the cost of living change expected in 1977, the fact remains that given the County's estimated figures the employes at the end of 1977 will still be ahead of the cost of living figures for the period since January, 1975.

The Union's presentation indicated that the top rate for the bargaining unit in 1976 was behind the top rate in comparison units as of January 1, 1977, and that the increases given to the Medford police and Marathon and Price County deputies exceeds the increase offered to Taylor County deputies. The Union's comparisons are incomplete, however, since they do not show the increases for Clark, Lincoln, Chippewa and Rusk Counties. Thus, there is insufficient information given to determine, using the County's or the Union's offer, whether the position of the bargaining unit is different in this respect from what it was in 1976. It is also not clear to the arbitrator from the Union's data how senior employes in the bargaining unit would compare with senior employes in the comparison units when total compensation is considered. It is somewhat difficult to make a comparison between the Union's and County's wage presentations because the Union presents maximum rates, while the County's analysis looks at what a deputy with six years seniority would earn in each of the comparison counties.

The County's figures, using the salary figures for a six year deputy, showed that Taylor County is ranked behind Lincoln and Marathon Counties, and ahead of Price and Rusk Counties. Chippewa County's settlement fell almost halfway between the County and Union offers, and Clark County was very slightly above the County's offer. Thus, the salary offered by the County is approximately at the median of the comparison communities for a six year deputy. Using the total compensation approach for the six year deputy, the County ranks 3rd of 7 regardless of whether the County's or Union's offer is used.

Looking at the City of Medford, and using the maximum rate approach, the Union shows that the County is now behind the City. Using the six year deputy approach, the County shows that while the County is behind the City by approximately \$10 per month in salary, it is behind by \$1.03 per month in overall compensation, whereas the Union's offer would put the County ahead by more than \$20 per month.

Some comparisons with other employment situations were presented by the parties. The County pays the bargaining unit less than the wages paid to foremen and linemen of the electric utility, but more than employes of 3 of 14 private employers (not identified) which responded to a questionnaire sent by the County. These figures are not very useful because the kind of work done by the employes of the 3 employers is not known, and there is no particular reason to compare pay of deputies to pay of linemen and foremen at the electric utility.