

STATE OF WISCONSIN

ARBITRATION AWARD

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In the Matter of the Petition of

LA CROSSE COUNTY TRAFFIC POLICE  
AND DEPUTY SHERIFF'S ASSOCIATION

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

LA CROSSE COUNTY  
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Case XLVI  
No. 21521  
MIA-315  
Decision No. 15467-A

Appearances:

Johns, Flaherty & Gillette, S. C., Attorneys at Law, by James G. Birnbaum, appearing on behalf of LaCrosse County Traffic Police and Deputy Sheriff's Association.

Ray A. Sundet, Corporation Counsel, appearing on behalf of LaCrosse County.

ARBITRATION AWARD:

On May 5, 1977, the undersigned was appointed impartial Arbitrator to issue a final and binding arbitration award in the matter of a dispute existing between LaCrosse County Traffic Police and Deputy Sheriff's Association, referred to herein as the Association, and LaCrosse County, referred to herein as the Employer. The appointment was made by the Wisconsin Employment Relations Commission, pursuant to Wisconsin Statutes 111.77 (4)(b), and the parties elected to place the issue before the Arbitrator in the form which limits the jurisdiction of the Arbitrator to the selection of either the final offer of the Association or that of the Employer. Hearing was conducted on June 1, 1977, at LaCrosse, Wisconsin, at which time the parties were present and given full opportunity to present oral and written evidence, and to make relevant argument. No transcript of the proceedings was made; however, briefs were filed in the matter which were exchanged by the Arbitrator on June 21, 1977.

THE ISSUES:

The final offers as set forth below represent the issues remaining in dispute between the parties:

FINAL OFFER OF THE ASSOCIATION

1. WAGES

- a. \$70.00 per month wage increase effective 1/1/77.
- b. 2 additional step increases for radio operators and jailers.

2. SHUTTLE SERVICE

The Association proposes language in the Agreement as follows: "The present practice regarding shuttle service shall be maintained. The County may promulgate reasonable rules and regulations designed to prevent any abuse of said system."

FINAL OFFER OF THE EMPLOYER

1. WAGES

- a. \$55.00 per month increase for all classifications effective 1/1/77.
- b. No additional step increases for radio operators and jailers.

## 2. SHUTTLE SERVICE

The Employer proposes the following language be incorporated into the Agreement: "The County may require all shifts to end and start at the Courthouse. Under certain circumstances there may be exceptions to this requirement when deemed to be in the best interest of serving the public."

### DISCUSSION:

In the foregoing statement of issues setting forth the final offers of the parties, only the items remaining in dispute between the parties are shown. The Arbitrator will discuss only the issues remaining in dispute, however, in discussing only the issues in dispute the undersigned will consider the cost impact of those items already agreed to and not specifically discussed herein.

### WAGES

In addition to the \$15.00 per month difference in the position between the parties the wage issue also includes a proposal for two additional step increases for jailers and radio operators advanced by the Association, while the Employer proposes no additional step increases for said positions. From Employer's Exhibit #6 the undersigned notes that the cost of the additional step increases for the jailers and radio operators is \$810.00 annually, a minor cost consideration compared to the cost differential represented by the fundamental wage dispute, the difference between \$70.00 per month increase and \$55.00 per month increase, which represents a differential of \$5400.00 over the term of the Agreement. Consequently, in reviewing the wage issue the undersigned will make his decision based on the difference in the position of the parties on the general wage increase (\$55.00 per month versus \$70.00 per month), and the inclusion or exclusion of the additional step increases for jailers and radio operators will be determined by the undersigned's decision with respect to the general wage increase.

The undersigned is mindful of the statutory criteria set forth at Wisconsin Statutes 111.77 (6) and notes that the criteria of lawful authority of the Employer, stipulation of the parties, and the financial ability of the Employer to meet costs have not been raised in these proceedings. Consequently, consideration will be given to the remaining statutory criteria: 1) the comparison of wages for the employees affected in these proceedings with those of other employees performing similar services, and other employees generally in public employment in comparable communities and in private employment in comparable communities; 2) cost of living; 3) the overall compensation presently received by the employees.

The undersigned will first consider the comparison of the wages of the employees involved in this dispute with those of other employees performing similar services and with other employees generally in both public and private employment. Turning first to a comparison with employees in the private sector the undersigned concludes that the position of the deputy/patrolman has eroded when compared to the average hourly earnings of production workers in manufacturing in LaCrosse County since 1973. The undersigned has carefully reviewed all exhibits with respect to comparisons in the private sector and concludes that a comparison of the hourly earnings of the deputy/patrolman with the average hourly earnings of production workers is the most valid since it gives the broadest crosssection. The Association, in Employees' Exhibit #9, sets forth a comparison of the minimum rate paid to deputy/patrolman versus the average hourly earnings of a production worker in manufacturing. The undersigned is persuaded that a more valid comparison is that of the maximum rate for deputy/patrolman versus the average hourly earnings of production workers, since that is the established rate for a fully trained employee occupying the position of deputy/patrolman. The following table speaks for itself:

COMPARISON OF MAXIMUM DEPUTY HOURLY RATE TO  
AVERAGE EARNINGS OF PRODUCTION WORKERS <sup>1</sup>

<u>Years</u>	<u>Average Hourly Earnings Production Workers</u>	<u>Deputy/Patrolman Maximum Hourly Rate</u>	<u>Deputy/Patrolman as Percentage of Production Worker</u>
1973	\$ 3.57	\$ 4.39	122.9%
1974	4.01	4.66	116.2
1975	4.45	5.01	112.6
1976	4.62	5.18	112.1
1977	5.08	Employer Offer 5.50	108.3
		Association Offer 5.58	109.8

From the foregoing table it is obvious that the rates paid to deputy/patrolman have eroded from 122.9% of the production workers average hourly earnings in 1973, to 109.8% of the production workers average hourly earnings if the Association offer were adopted for 1977.

The Employer, however, has argued that a rate comparison for the deputy/patrolman against the average hourly earnings of production workers is improper because the average hourly earnings include overtime compensation, while the rate for deputies does not. The undersigned has calculated the overtime rate for deputy/patrolman in the table set forth below. The deputy/patrolman overtime rate is the maximum rate for deputies in each year, increased by 4.4%. Employer's Exhibit #8 shows that deputy/patrolman compensation was increased by 4.4% for the year 1976 by reason of overtime. From the testimony of Employer witness, Kenneth Guthrie, in which he testified that overtime for the year 1976 was not unique or abnormal, the undersigned concludes that 4.4% overtime compensation shown for deputy/patrolman in 1976 is a representative figure to use for the years prior to 1976, and for the year 1977.

DEPUTY HOURLY RATE ADJUSTED FOR OVERTIME  
AND EMPLOYERS CONTRIBUTION TO WRF <sup>2</sup>

<u>Year</u>	<u>Average Hourly Earnings Production Workers</u>	<u>Deputies Hourly Rate With Overtime (4.4%)</u>	<u>Employer Contribution to WRF</u>	<u>Deputy Adjusted Hourly Rate</u>	<u>Deputy Hourly Rate As Percentage of Production Worker</u>
1973	\$ 3.57	\$ 4.58	.5%	\$4.60	128.9%
1974	4.01	4.87	1.0%	4.92	122.7
1975	4.45	5.23	4.0%	5.44	122.2
1976	4.62	5.41	5.0%	5.68	122.9
1977	5.08	* 5.74	5.5%	6.06	119.3
		** 5.83	5.5%	6.15	121.1

\* Employer offer for 1977

\*\* Association offer for 1977

In addition to the adjusted hourly rate to provide for overtime the foregoing table also takes into account the increased contribution by the Employer for the employee's share of Wisconsin Retirement Fund. From the foregoing table it is clear that the deputy/patrolman rate, when adjusted for overtime and for the Wisconsin Retirement Fund contribution, has eroded from 128.9% to 121.1%, even if the Association offer were adopted. The Arbitrator has made the adjustment for W.R.F. out of recognition of the statutory criteria that overall compensation of the employees be considered.

1) Data compiled from Employees' Exhibit #9, and Employer's Exhibit #9

2) Data compiled from Employees' Exhibit #9 and Employer's Exhibits #8 and 9

The Employer has urged that the cost of the negotiated increase in the Employer contribution to health insurance be considered by the undersigned. The record shows (Employer's Exhibit #9) that the Employer contribution to health insurance has increased from \$39.20 in 1972 to \$70.37 in 1976, for family coverage. (No increase is involved in the current settlement.) This increase represents \$31.17 per month over the period of time under comparison. The \$31.17 per month calculates to 18¢ per hour over the period of time being compared. While the Arbitrator recognizes that the 18¢ per hour is a real cost incurred by the Employer, it would not be proper to include the 18¢ in the foregoing wage comparison because the cost of the Employer's contribution for health insurance is not included in the average hourly rate of production workers of LaCrosse County. The foregoing tabular comparisons persuade the undersigned that the Association wage offer should be adopted when comparing the wages of employees covered by these negotiations, to employees in private employment.

Having concluded that the Association offer is the more equitable when compared to employees in the private sector, it is still necessary to evaluate the respective offers of the parties in the public sector in comparable communities. The parties are not in agreement as to what constitutes a comparable community. The Employer has contended that the western sector of the State of Wisconsin is not comparable to counties of the same population range in the Fox Valley area of Wisconsin or the Milwaukee Metropolitan area. Further, the Employer urges a comparison of the percentage increase granted rather than a comparison of actual rates paid. The Association on the other hand urges that all counties of comparable size range be considered, and in Employees' Exhibit #18 submits evidence on salaries for deputy sheriffs for 25 counties in said population range. The undersigned has considered the arguments of both parties with respect to comparisons and concludes that the Association offer more typically represents salaries being paid to comparable employees in public employment than does that of the Employer. The Employer has urged consideration only be given to contiguous and nearby counties of Monroe, Vernon, Jackson, Buffalo, Richland, Crawford, Pepin and Grant. The undersigned rejects the Employer position that comparisons should be made with only the foregoing enumerated counties. The counties suggested for comparative purposes by the Employer range in size, based on 1970 data, from a low of 7319 population in Pepin County to a high of 48,398 in Grant County. The average population for the 8 counties the Employer urges be used for comparative purposes is approximately 21,600. In considering LaCrosse County, whose population in the 1970 census was 80,468, the undersigned concludes that it would be improper to make comparisons with the smaller non-industrial counties urged by the Employer. The undersigned, therefore, will compare LaCrosse County to the 10 most populated counties under 100,000 population, plus 3 additional counties shown in Employer's Exhibit #11.

The Employer contends that a comparison of hourly rates for production workers in LaCrosse County with other communities in the state (Employer Exhibit #13) shows that wages for production workers in LaCrosse County are significantly lower than those in other counties in the LaCrosse population class. The undersigned agrees that production wages in LaCrosse County are lower than those of other counties in the same population class. The table set forth below shows a comparison of maximum deputy/patrolman wages for the 13 counties mentioned in the preceding paragraph. The percentage figures shown represent the percentage of a LaCrosse County deputy/patrolman to that of the County shown in the left column. A comparison is made for the year 1976, and of 1977 pursuant to both the Employer offer and the Association offer.

PERCENTAGE COMPARISON LACROSSE COUNTY TO  
OTHER COUNTIES FOR DEPUTY SHERIFFS RATES  
1976 ACTUAL - 1977 PROPOSED ASSOCIATION  
AND EMPLOYER 3

<u>County</u>	<u>Population</u> (1970 Census)	<u>1977</u>		
		<u>% LaCrosse</u> <u>Deputy Wages</u> <u>to Wages of</u> <u>County Shown</u>	<u>% Employer</u> <u>Offer to</u> <u>County Shown</u>	<u>% Association</u> <u>Offer to</u> <u>County Shown</u>
Marathon	97457	94.0	92.8	94.2
Sheboygan	96660	96.8	92.7	94.2
Fond du Lac	84567	94.8	93.2	94.7
Manitowoc	82294	88.3	88.0	89.4
Dodge	69004	89.1	79.4	80.1
Eau Claire	67219	93.8	93.7	95.2
Wood	65362	93.3	Not Settled	
Washington	63839	79.1	78.4	79.6
Walworth	63444	73.8	*	*
Jefferson	60060	87.6	90.3	91.8
Ozaukee	54461	76.3	78.5	79.8
St. Croix	34354	80.5	82.1	83.4
Monroe	31610	114.1	114.3	116.1

\* Cost of living provision included in Walworth Agreement -  
Current rates not available so calculation not possible

From the foregoing table the undersigned concludes that the adoption of the Association offer will not affect the percentage relationships between the counties being compared. While it is true that LaCrosse production employees average earnings are less than those in more populous counties shown in the preceding table, the parties voluntarily established a relationship to those counties by their 1976 settlement, and the Association offer for 1977 will not disturb the relationship which was established in 1976 by their voluntary settlement. There is nothing in the comparison of LaCrosse deputy rates with those of other counties, that would warrant ignoring the erosion of deputy rates compared to the average hourly earnings of production workers described earlier.

The undersigned has considered cost of living increases during the year 1976 and, as directed by statute, the cost of living increases that have occurred during the pendency of these arbitration proceedings. At the time of hearing, June 1, 1977, the cost of living increase for the 12 months beginning with April, 1976, through April, 1977, increased at the rate of 6.8%. Furthermore, the rate of increase for the first four months of 1977 in the Consumer Price Index annualized to 9.1%. In view of the trend in cost of living increases for the first four months of 1977, and in view of the actual increase for the year April, 1976 through April, 1977 of 6.8%, the undersigned concludes that the wage increase proposed by the Association is more in keeping with the increase of cost of living than the wage increase proposed by the Employer. This opinion is buttressed in reviewing the percentage of increase in cost of living from the time collective bargaining began in 1973 through 1976 when compared with the cost of living increases for the same period of time. The cost of living increase calculates to 37.3% from January, 1973 to January, 1977. The percentage of wage increase, if the Association position were adopted, calculates to 34.2% if the increase of payments of the employees share of WRF by the Employer are included as they should be. Since both the trend of the cost of living since January 1, 1977, as well as the actual cost of living increase since 1973 favor the Association offer, it follows that the Association offer is the more proper when compared to the cost of living data.

For the foregoing reasons the undersigned concludes that the wage offer of the Association should be adopted, unless the issue of shuttle service outweighs the issue of wages in magnitude.

3) Data compiled from Employee's Exhibit #18 and Employer's Exhibit #11

## SHUTTLE SERVICE

The undersigned has reviewed the testimony and exhibits received in evidence with respect to shuttle service, and concludes that LaCrosse County is unique among counties offering pick up and delivery to and from home before and after the shift for employees employed in this unit. The Association has argued that the discontinuation of shuttle service would have an adverse monetary effect on the employees in this unit, to the extent of \$54.79 per month, which would result in a net wage increase of 21¢ per month if the Employer's proposal were adopted. The Association further argues that during the period of time when the officers are being shuttled two officers are in service in each vehicle, thereby affording double protection during the time of the shuttle service. The undersigned rejects the Association arguments with respect to shuttle service, and is persuaded that the Employer argument, that the shuttle service removes cars from its normal area of patrol assignment, and that it precludes reasonable opportunity to provide a shift reporting system whereby employees would be required to report to the Courthouse before going on duty; has validity. If this issue were standing alone and had no adverse economic impact on the employees, the undersigned would decide in favor of the Employer offer on this issue as an independent item.

### SUMMARY

The undersigned has concluded in the foregoing discussion that the wage issues should be resolved in favor of the Association offer, and the shuttle service should be decided in favor of the Employer offer. Unfortunately, the undersigned is without authority to determine this dispute on an issue by issue basis, and must find for either the total offer of the Association or that of the Employer. In weighing the equities of the wage increase issue, which I have decided in favor of the Association, versus the shuttle service issue, which I have decided in favor of the Employer, I conclude that the wage issue is more urgent and that the Association total offer should be adopted. The foregoing conclusion is based on the following considerations:

1. The shuttle service is a benefit which the employees have enjoyed for a significant period of time, and while it is reasonable to discontinue it, to do so would result in a significant adverse economic impact on the employees, which would offset a good portion of the economic gain of the wage proposal of the Employer, at least for some of the employees.

2. The term of the Agreement covered by this arbitration award is already more than one-half expired, and since the parties have lived with shuttle service for approximately fifteen years, it is the opinion of the undersigned that no undue hardship will be imposed on the Employer to live with shuttle service for the balance of the term of this Agreement. The undersigned would suggest that the parties come to grips with this problem in their next round of bargaining, which they are on the threshold of beginning, with the objective of eliminating the shuttle service during those negotiations.

### AWARD

Based on the entire record, the statutory criteria, the arguments of the parties, the undersigned rules that the final offer of the Association is to be incorporated into the Collective Bargaining Agreement between the Employer and the Association for the contract term beginning January 1, 1977, and ending December 31, 1977.

Dated at Fond du Lac, Wisconsin, this 22nd day of July, 1977.

Jos. B. Kerkman /s/  
Jos. B. Kerkman,  
Arbitrator