

RECEIVED

DEC 20 1979

In the Matter of Final and  
Binding Arbitration

Between

WASHINGTON COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

and

WASHINGTON COUNTY  
(Sheriff's Department)

WERC  
WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION  
Case XXXVII  
No. 23876 MIA-397  
Decision No. 17002-A

I. HEARINGS. Hearings on the above entitled matter were held at the Washington County Courthouse on August 17, 1979, beginning at 8:30 a.m. and on September 5, 1979, beginning at 9 a.m.

II. APPEARANCES.

For the Association:

JOHN J. CARTER, Attorney, CARTER & FINN, S.C.

For the County:

JAMES S. CLAY and ROGER E. WALSH, Attorneys, LINDNER,  
HONZIK, MARSACK, HAYMAN & WALSH, S.C.

III. THE NATURE OF THE PROCEEDINGS. This is a proceeding in final and binding final offer arbitration under Section 111.77, Wis. Stats. The Washington County Deputy Sheriff's Association filed a petition on December 15, 1978, with the Wisconsin Employment Relations Commission for final and binding arbitration pursuant to the Statutes. The Commission investigated the matter on February 6, March 12, and March 15, 1979, through staff member Donald B. Lee. As a result of the investigation, the Commission found that the parties were at an impasse within the meaning of the Statute, certified that conditions precedent to final and binding arbitration had been met, and ordered compulsory final and binding arbitration on May 3, 1979. Upon the advice of the parties, the Commission appointed Frank P. Zeidler arbitrator on May 17, 1979. The hearings were noted as above, at which extensive testimony was taken with exhibits. The Employer's Brief was filed on October 5, 1979, and the Association's Brief on October 10, 1979, and the Briefs were exchanged on October 11, 1979.

The offers here are for a two year contract from January 1, 1979, to December 31, 1980.

IV. THE FINAL OFFERS.

The final offers are presented herewith in full:

A.

"WASHINGTON COUNTY  
AND  
WASHINGTON COUNTY DEPUTY SHERIFFS ASSOCIATION

FINAL OFFER OF WASHINGTON COUNTY

April 18, 1979

"The provisions of the 1978 Agreement between the parties are to be continued for a term of two (2) years, January 1, 1979 through December 31, 1980, except as modified by the provisions previously agreed upon and listed on the documents entitled 'Agreed Items' and 'additional Agreed Items', attached hereto, and also except as modified as follows:

"1. Article IV - Compensation

"Revise Article to read:

"'Deputies shall be compensated in accordance with the schedule of compensation set forth in Appendix 'A', attached hereto and incorporated herein by reference.'

"(Increase all wage rates by 7% each year. Revised Appendix 'A' is attached, but figures thereon are subject to check for accuracy.)

"2. Article XVI - Overtime

"Effective June 1, 1979, revise Article to read:

"'Section 16.01 - Deputies shall be paid in cash at the rate of one and one-half (1-1/2) times the regular rate of pay for all time worked in excess of a normal work shift or normal workweek, excluding training programs and holidays which shall be paid on a straight time basis. Time worked in excess of a normal work shift or normal workweek which results from the approved exchange of shifts between deputies is not overtime.'

"'Section 16.02 - In lieu of cash compensation for overtime, a deputy may choose to accumulate and take compensatory time off with pay in accordance with the following conditions:

"'a. Compensatory time off shall be at the rate of one and one-half (1-1/2) hours for each hour of overtime worked, excluding training programs and holidays, all of which shall be on a straight-time basis.

"'b. The maximum number of compensatory overtime hours which any deputy may accumulate at any one time to be used as compensatory time off shall be forty (40) hours. (Effective January 1, 1980, the maximum number of compensatory overtime hours which any deputy may accumulate any one time to be used as compensatory time off shall be twenty five and one-half (25-1/2) hours. Employees who, on January 1, 1980 have more than 25-1/2 hours of compensatory time accumulated will be allowed to retain such excess compensatory time until such excess compensatory time is used.)

"'c. The maximum number of compensatory overtime hours which any deputy may accumulate during one year shall be ninety (90) hours.

"d. Deputies must decide within fifteen (15) days of performing overtime work whether such overtime will be accumulated toward the maximum of ninety (90) hours, or taken in cash. Overtime will be paid in cash unless a deputy specifically requests that it be accumulated toward the maximum of ninety (90) hours.

"e. Overtime accumulated toward the ninety (90) hour maximum may only be taken as compensatory time off with pay and not in cash.

"f. All compensatory time off must be scheduled with the prior approval of the Sheriff or his designee.

"Section 16.03 - Deputies called in for any court time outside their scheduled hours will receive a minimum of two hours pay at straight time rates, provided however, that this minimum shall not apply to any court time which is consecutively prior to or subsequent to their scheduled hours.'

"4. Article XXV - Duration of Agreement

'Revise Article to read:

"This Agreement, which the County and the Association each hereby accept as binding upon them, shall become effective as of January 1, 1979, and shall remain in effect for a period of two (2) years through December 31, 1980. Conferences and negotiations shall be carried on between the parties hereto during the year 1980 as follows:

"a. The Association will give notice in writing of its requests, if any, for changes in the Agreement or for such other requests as it may offer in negotiations by June 30, 1980.

"b. The County will give notice to the Association in writing of its requests for changes in the Agreement or for such other requests as it may offer in negotiations by July 15, 1980.

"c. Negotiations between the parties hereto shall begin no later than August 15, 1980.

"d. Negotiations shall be concluded no later than September 15, 1980.

"The foregoing timetable is subject to adjustment by mutual agreement between the parties consistent with the progress of negotiations. The parties agree, however, to make a diligent effort to complete negotiations prior to the annual meeting of the Washington County Board of Supervisors so as to permit inclusion in the County's budget of the necessary funds as required by the provisions of such Agreement.

"APPENDIX 'A'  
SCHEDULE OF COMPENSATION

Effective January 1, 1979

<u>Commencing with the</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	
		<u>of Employment</u>			
Patrolmen	\$ 7.04	\$ 7.35	\$ 7.67	\$ 8.01	Hourly
	\$ 563.25	\$ 588.07	\$ 613.75	\$ 641.14	Biweekly
	\$1,220.38	\$1,274.15	\$1,329.79	\$1,389.14	Monthly
Jailers and Dispatchers	\$ 6.59	\$ 6.88	\$ 7.20	\$ 7.53	Hourly
	\$ 527.30	\$ 550.41	\$ 576.09	\$ 602.62	Biweekly
	\$1,142.48	\$1,192.56	\$1,248.20	\$1,305.68	Monthly
Investigators			\$ 8.27	\$ 8.61	Hourly
			\$ 661.69	\$ 689.08	Biweekly
			\$1,433.66	\$1,493.01	Monthly

Effective January 1, 1980

Patrolmen	\$ 7.53	\$ 7.87	\$ 8.21	\$ 8.58	Hourly
	\$ 602.68	\$ 629.23	\$ 656.71	\$ 686.02	Biweekly
	\$1,305.81	\$1,363.33	\$1,422.87	\$1,486.38	Monthly
Jailers and Dispatchers	\$ 7.05	\$ 7.36	\$ 7.71	\$ 8.06	Hourly
	\$ 564.21	\$ 588.94	\$ 616.42	\$ 644.80	Biweekly
	\$1,222.46	\$1,276.04	\$1,335.58	\$1,397.07	Monthly
Investigators			\$ 8.85	\$ 9.22	Hourly
			\$ 708.01	\$ 737.32	Biweekly
			\$1,534.02	\$1,597.53	Monthly"

B.

"WASHINGTON COUNTY

AND

WASHINGTON COUNTY DEPUTY SHERIFFS ASSOCIATION

FINAL OFFER OF WASHINGTON COUNTY DEPUTY SHERIFFS ASSOCIATION

APRIL 18, 1979

"The provisions of the 1978 Agreement between the parties are to be continued for a term of two (2) years, January 1, 1979, through December 31, 1980, except as modified by the provisions previously agreed upon and listed on the document entitled "Agreed Items", attached hereto, and also except as modified as follows:

"2. Article IV - Compensation

"Revise compensation pursuant to Appendix 'A' attached hereto.

"3. Article VIII - Vacation

"Amend this Article in substance to modify the total amount of vacation time allowable to a deputy as follows:

- "a. Modify Section 8.03(a) as follows: Change the numeral seven (7) to the numeral six (6).
- "b. Modify Section 8.03(b) as follows: Change the numeral eight (8) to the numeral seven (7).
- "c. Add the following as (c): In the event a deputy cannot schedule and take the third week of vacation which he may be entitled to as a result of changing seven (7) years to six (6) years during the year 1979, said additional week of vacation resulting from this increase shall be paid to the deputy in cash no later than February 15, 1980.
- "d. Effective January 1, 1980, modify the existing 8.03(b) by changing the numeral fourteen (14) to the numeral thirteen (13). Further, modify 8.03(c) by changing the numeral fifteen (15) to the numeral fourteen (14).
- "e. It is the intent of the Union to grant a third week of vacation after seven (7) years during the year 1979, and to grant a fourth week of vacation after fourteen (14) years during the year 1980. Additionally, the only potential for payment of cash for the third week of vacation exists during the year 1979 in the event the date of this award by the arbitrator is so late in the year as to make the scheduling and taking of the third week of vacation for those officers affected extremely difficult and/or impossible for scheduling and maintaining necessary manpower for the remainder of the calendar year after the effective date of this arbitration award.

"4. Article XV - Uniform Allowance

"Section 15.01 should be modified in substance to the following:

- "a. Effective January 1, 1979, change the numeral \$205 to the numeral \$225, and further modify the section by changing the numeral \$150 to \$175.
- "b. Effective January 1, 1980, modify Section 15.01 by modifying the numeral \$225 to the numeral \$250, and by modifying the numeral \$175 to the numeral \$200.

"5. Article XVI - Overtime

"Section 16.01 should be modified effective the date of said arbitration award as follows: By deleting the words '... court appearances, conferences with the District Attorney's Office ... and activities required by the Sheriff ...' The items excluded from time and one-half (1-1/2) would be holidays and training.

"In addition, add to Section 16.01 the following line: 'There shall be a minimum guarantee of one (1) hour for all court appearances and said one (1) hour shall be at the rate of time and one-half (1-1/2).'

"Section 16.02 should be modified effective the date of said arbitration award as follows by deleting the words '... court appearances, conferences with the District Attorney's Office ... and activities required by the Sheriff ...'

"6. Article XXV - Duration of Agreement

"Change January 1, 1978, to January 1, 1979, and change December 31, 1978, to December 31, 1980.

"(a) Modify June 30, 1978, to June 30, 1980.

"(b) Modify July 15, 1978, to July 15, 1980.

"(c) Modify August 15, 1978, to August 15, 1980.

"(d) Modify September 15, 1978, to September 15, 1980.

"APPENDIX 'A'

"SCHEDULE OF COMPENSATION

" I. Effective January 1, 1979, all employees covered by this Labor Agreement will receive a seven percent (7%) across the board wage increase.

"II. Effective January 1, 1980, a wage increase for all employees covered by this collective bargaining agreement equal to the percentage increase in the National Consumer Price Index from October 1978 to October, 1979."

V. THE FACTORS TO BE GIVEN WEIGHT.

Section 111.77 (6) is as follows:

"(6) 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 ability of the unit of government to meet these costs.

"(d) Comparison of the wages, hours and conditions of employment of the employees 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 employees, 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."

#### VI. THE ISSUES - HOW TREATED.

The parties have raised the following issues between them:

1. Article IV - Compensation.
2. Article XVI - Overtime.
3. Article VIII - Vacation.
4. Article XV - Uniform Allowance.
5. Article XXV - Duration.

On the last item, the offers are essentially the same. The issues will be taken up and weighed according to the appropriate factors presented in Section 111.77 (6).

#### VII. STIPULATIONS.

The parties made numerous stipulations on other items, and these are listed in County Exhibit 1, Agreed Items 1979-1980 Contract.

#### VIII. LAWFUL AUTHORITY OF THE EMPLOYER.

There is no issue of the authority of the Employer to pay either offer. There is an issue of the lawful authority of the arbitrator to make an award to the Association's offer because of a defect in its language on the wage offer. This is discussed in Part X - "Discussion".

#### IX. ABILITY OF THE EMPLOYER TO PAY.

There is no question here of the ability of the Employer to pay either offer.

X. COMPENSATION.

A. COMPARABLE UNITS.

1. The Association offered a series of grouped governmental units as units, many of which it considers to be comparable to the Washington County Sheriff's Department. These include 25 departments represented in the Metropolitan Milwaukee Police Brotherhood. 24 of these are police departments. One is the Milwaukee County Sheriff's Department (Assn. Ex. 5). 15 of these police departments are considered in geographically comparable communities, with populations from 10,000 to 38,999. These departments are in Brookfield, Oak Creek, Menomonee Falls, Greendale, South Milwaukee, Greenfield, Mequon, Glendale, Franklin, Cudahy, Shorewood, Brown Deer, New Berlin, Whitefish Bay, and Muskego.

In addition, the Association has compared the Sheriff's Department with the West Bend Police, Mequon Police, Grafton Police, Germantown Police (Assn. 9-12). It has also listed comparisons with 55 other county departments where the county has a population from 2,000 to 99,999 (Assn. 13).

The County has a primary comparison of contiguous county departments excluding Milwaukee. The counties were Dodge, Fond du Lac, Ozaukee, Sheboygan, and Waukesha. The County has a secondary group for comparison, the police in the municipalities of Germantown, Hartford, Kewaskum, and West Bend, all within Washington County (Co. 6). The 1977 population of four counties ranged from 73,447 for Dodge, the least populous, to 99,438 for Sheboygan, the second most populous county; and to 275,640 for Waukesha, the most populous. 1977 full value of property was as follows (Co. 7):

Dodge County	1,202,831,500
Fond du Lac	1,374,118,900
Ozaukee	1,300,011,231
Sheboygan	1,518,287,260
Waukesha	5,204,429,476
Washington County	1,410,923,880

The County supplied information on crime statistics in Washington County and the five counties it considered comparable. The crime index was as follows (Co. 11, 12):

Dodge County	1,114
Fond du Lac County	1,673
Ozaukee County	1,340
Sheboygan County	3,054
Waukesha County	7,963
Washington County	2,235

2. Positions of the Parties on Comparisons. The Association holds that its members should be considered basically as comparable to police officers in the metropolitan Milwaukee area, because this area exerts its influence in Washington County. The Association questions the comparison groups of the County on the ground that they may reflect a picking of comparable units to give a high rank to the County. However even if the arbitrator utilizing the County's comparables were nevertheless to make an award in favor of the Association, it would merely reflect the Association's endeavor to maintain the status quo.



The Association says also that comparability is not the primary issue facing the arbitrator. Further the County's witness on comparables failed to testify as to the comparability of the duties, responsibilities, and workloads of officers in the protective services in units such as whether the officers were traffic officers only, or deputy sheriffs. Further the crime statistics do not distinguish whether a county is a major urban county or not.

The County says that its comparison group is more compatible with the statutory requirements than that of the Association. The County states that arbitrators look to substantial equality in population, geographic proximity, mean income, overall budget, size of department, wages and fringes. In county law enforcement, weight should be given to sheriffs rather than to police. Milwaukee County Sheriffs are excluded as having conditions which make it less comparable to surrounding counties. Under these conditions Dodge, Fond du Lac, Ozaukee, Sheboygan constitute a primary comparison group. The County also says its statistical analysis shows its primary group is more comparable.

The County says its secondary group selection was based on the fact that cities within the same county are also comparable. On the other hand, the selection of the Association of cities drawn mainly from Milwaukee County are less relevant or irrelevant.

3. Discussion. On the basis of the data submitted by the parties, the arbitrator believes that the most relevant comparison group consists of the counties selected in the comparison group by the County. Waukesha, by virtue of its population and wealth, is the least comparable of these counties, but it does exert an economic influence on the southern part of Washington County.

Useful for consideration as a comparable group, though less comparable, are the city police departments of West Bend, Mequon, Grafton, Germantown, Hartford, and Kewaskum. These are grouped in a region. Of lesser value but of some weight are the west and northwest Milwaukee metropolitan area departments of Brookfield, Glendale, Bayside, River Hills, Elm Grove, Brown Deer, Fox Point, Menomonee Falls, Wauwatosa, Shorewood, and Whitefish Bay. These are in a region which has a tertiary economic influence on the Washington County area.

B. WAGES. The following table shows the effect of the wage offers of the parties:

TABLE I.

MONTHLY WAGE OFFERS OF THE PARTIES  
TOP PATROLMEN, JAILERS AND DISPATCHERS, AND INVESTIGATORS

1978		1979		1980	
		County	Association	County	Association*
1298.70	Patrolman	1,389.14	1,389.14	1,486.38	1,561.40
1220.27	Jailer/Dispatcher	1,305.68	1,305.68	1,397.07	1,467.58
1395.33	Investigator	1,493.01	1,493.01	1,597.53	1,678.14

\*Estimate based on October 1979 index of 225.4 for urban wage earners and clerical workers, or 12.4% over the previous years.

The following table is derived from Association Exhibits 5, 6, 7, 8, 8a, and 15:

TABLE II

COMPARISON OF TOP PATROLMAN WAGES OF POLICE DEPARTMENTS  
NORTH AND NORTHWEST OF MILWAUKEE AND WASHINGTON COUNTY DEPUTIES

	<u>1976</u>	<u>1977</u>	<u>1978</u>	<u>% Inc.</u> <u>77/78</u>	<u>1979</u>
Brookfield	14,962	16,160	17,000		17,900
Glendale	14,810	15,696	16,717		
Bayside	14,928	15,750	16,735		
River Hills	14,476	15,360	16,291		
Elm Grove	14,520	15,396	16,319		
Brown Deer	14,446	15,313	16,232		
Fox Point	14,684	15,510	16,433		
Menomonee Falls	15,180	16,020	16,920		
Wauwatosa	14,740	15,550	16,459		
Shorewood	14,664	15,331	16,251		
Whitefish Bay	14,622	15,408	16,224		
Mequon	14,935	15,681	16,779		17,870
Germantown		15,424	16,465		
Grafton		15,389	16,300		
Average	14,747	15,571	16,509	6.2	
Washington County Deputies		14,560	15,579	7.0	

The following data is derived from Association Exhibits 9, 10, 11, 12, 38, 37:

TABLE III

SELECTED CITIES, WASHINGTON COUNTY, AND NEARBY  
ANNUAL WAGES, TOP PATROLMAN

<u>City</u>	<u>1978</u>	<u>1979</u>	<u>% Inc.</u>	<u>1980</u>	<u>% Inc.</u> <u>79/80</u>
West Bend		16,452			
Mequon	16,779	17,870	6.5		
Grafton		17,408		18,627	7.0
Germantown	16,465	17,576	6.7		
Menomonee Falls		18,150		19,524	7.6
Hartford					
Eff. 7/1/78	14,882				
Eff. 1/79		16,636			
Washington Co. Dep. County Association	15,579	16,670	7.0	17,837	7.0
		16,670	7.0	18,703	12.2

The following table is derived from Association Exhibits 33, 34, 35, 36, 39:

TABLE IV

ANNUAL WAGES, TOP DEPUTY SHERIFFS  
OR TRAFFIC OFFICERS, SELECTED COUNTIES

<u>County</u>	<u>1978</u>	<u>1979</u>	<u>% Inc.</u>	<u>1980</u>
Fond du Lac, Traf. Off.				
1/1/79		14,016		
7/1/79		14,256		
Aver. Total		14,136		
Waukesha				
Dep. Sher. 1	13,692	14,508		
Dep. Sher. 2	15,312	16,224	5.95	
Dodge	15,168	Open for Negotiation		
Sheboygan		14,498		
Ozaukee 1/1/78	15,552			
7/1/78	16,020			
1/1/79 aver.	15,786	17,136	8.6 over aver. 7.0 over 7/1/78	

Association Exhibit 13 showed that in 1978 the top wage for deputies in Washington County exceeded the wage of top deputies in any other of 56 counties of population 2,000 to 99,999. This meant that its top wage exceeded that in the adjacent counties of Ozaukee, Fond du Lac, Dodge, and Sheboygan. Its listed top at \$15,579 was higher than the top deputy salary in Milwaukee and Waukesha Counties.

The following table is derived from County Exhibits 14, 15, 16:

TABLE V

ANNUAL WAGE, TOP DEPUTY/PATROLMAN, DETECTIVE AND DISPATCHER,  
SELECTED COUNTIES AND CITIES 1978 AND 1979

<u>Unit</u>	<u>Dep./Patro.</u>		<u>Det.</u>	<u>Dispat.</u>
	<u>1978</u>	<u>1979</u>	<u>1979</u>	<u>1979</u>
<u>Counties</u>				
Dodge	13,704	15,168	15,900	14,184
Fond du Lac	13,236	14,136	14,498 (aver)	12,552
Ozaukee	16,020	17,136	18,864	16,320
Sheboygan	13,404	14,124	15,708	10,188
Waukesha	15,312	16,224	17,280	11,304
Washington	15,576	16,668	17,916	15,672
<u>Cities</u>				
Germantown	16,464	17,580	19,104	10,812
Hartford	14,880	16,032	16,620	9,552
Kewaskum	14,928	14,928	--	--
West Bend	15,372	16,452	17,400	15,588

C. TOTAL COMPENSATION. The following information is derived from County Exhibit 17:

TABLE VI

TOTAL 1979 COMPENSATION OF TOP DEPUTY/PATROLMAN  
WITH 8 YEARS SERVICE IN SELECTED  
COMPARABLE COUNTIES AND MUNICIPALITIES

<u>Counties</u>	<u>Total Compensation</u>
Dodge	18,124
Fond du Lac	17,038
Ozaukee	20,189
Sheboygan	17,486
 <u>Cities</u>	
Germantown	20,873
Hartford	18,916
Kewaskum	17,489
West Bend	19,546
 Washington County	 19,631

These totals were based on some assumptions. Longevity and vacation were those of an eight year officer, said to be the average length in the department. Holiday and vacation rates were based on a per diem rate derived for actual work days times days available. Shift premium is based on a kind of average.

The total included wages, longevity, shift premium, retirement, clothing allowance, holidays and vacation.

D. FRINGE BENEFITS. The following table of working conditions and fringe benefits is derived from Association Exhibits 19 and 20:

TABLE VII

1977-78 WORKING CONDITIONS AND FRINGE BENEFITS IN WASHINGTON COUNTY SHERIFFS DEPARTMENT,  
 COMPARED TO SELECTED POLICE DEPARTMENTS IN WASHINGTON COUNTY AREA

	<u>Years</u> to <u>Top</u>	<u>Work</u> Day <u>Hrs.</u>	<u>Work</u> Week	<u>O.T.</u> Cash/ Comp.	<u>Court</u> Time C/C	<u>Court</u> Time Min.	<u>Call</u> Back Min.	<u>Uni-</u> form Furn.	<u>Uni.</u> Clean- ing	<u>CTO</u> May	<u>Briefing</u> Time
Brown Deer	3	8	40	1½	1½	2	2	Yes	No		
Cedarburg	4	8	40	1½	1½	1	None	Allow.	\$15	16	
Germantown	3	8	N/A	1½	1½	Actual	2	Yes	No	50	1½
Glendale	3	8	40	1½	1½	3	1½	\$250	\$50	40	1½
Grafton	5	8	40	1½	1½	2	act. time 2 at 1½	orig. Yes	No	40	N/A
Kewaskum	4	8/10	44	1½	1½	1	None	Yes	\$60	8/mo.	
Menomonee Falls	4	8	40	1½	1½	1	2	Yes	No	None	1½
Mequon	5	8¼	40	1½	1½	1	None	No	No	-	Yes
River Hills	2	8	40	1½	1½	2	None	Yes	No		C.T. at S.T.
West Bend	5	8½	40	1½	1½	2	2	Allow.	No	80	S.T. Cash
Whitefish Bay	4	8	38.2	1½	1½	2	2	Allow.	No	28	10 min. No Pay
Bayside	3	8	-	1½	1½	2	2	Yes	No	None	None
Brookfield	3	8	40	1½	1½	2	-	\$180	No	-	-
Washington Co. Dep.	4	8½	40	1½	1½	2	2	Allow.	Allow.	40	½ hr. Cash

19, and 20: The following information is derived from County Exhibits 17,

TABLE VIII

1979 COMPARISON OF SELECTED BENEFITS AND WORKING CONDITIONS  
IN COUNTIES AND MUNICIPALITIES AROUND WASHINGTON,  
TOP STEP DEPUTY/PATROLMAN WITH 8 YEARS OF SERVICE

<u>County</u>	<u>Workdays Per Year</u>	<u>Long</u>	<u>Shift Prem.</u>	<u>Ret. Cost Employee</u>	<u>Cloth. Allow.</u>	<u>\$ Value of</u>		<u>Health Insurance</u>	<u>Single</u>	<u>Family</u>
						<u>Holidays</u>	<u>Vacation</u>			
Dodge	243.5	\$144	\$177	\$ 929	\$ 212	\$560	\$ 934	\$34		\$ 84
Fond du Lac	243.5	275		865	(195) <sup>1</sup>	522	1,045	33		94
Ozaukee	252.9	192		1,040	(195) <sup>1</sup>	610	1,016	38		107
Sheboygan	260.9	353	170	879	200	623	1,137	22		61
Waukesha	252.9	269		990	180	642	962	31		86
Washington	243.5	108		1,007	205	616	1,027	36		96
<u>Cities</u>										
Germantown	252.9	288		1,072	(195) <sup>1</sup>	695	1,043	37		105
Hartford	263.8	144	118	978	185	547	912	41		93
Kewaskum	257.8	48		899	(195) <sup>1</sup>	550	869	37		105
West Bend	243.5	108	98	999	205	676	1,013	Self-Insured		

1. Pay full uniform/figure is average of other units

E. COST OF LIVING. Both parties submitted data on the cost of living by supplying information from the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Indexes. The following information is abstracted from Association Exhibit 22:

TABLE IX  
SELECTED INFORMATION ON  
CONSUMER PRICE INDEXES

National CPI		Milwaukee Area		
Urban Wage Earners and Clerical Workers				
	<u>Index</u>	<u>% Inc.</u>	<u>Index</u>	<u>% Inc.</u>
Jan. 1978	187.1		184.0	
Jan. 1979	204.7	9.4	201.6	9.6
All Urban Consumers				
Jan. 1978	187.2		183.5	
Jan. 1979	204.7	9.3	200.6	9.3
National CPI				
Urban Wage Earners and Clerical Workers				
Oct. 1978	200.7			
Oct. 1979	225.6	12.4		
All Urban Consumers				
Oct. 1978	200.9			
Oct. 1979	225.4	12.2		

The Association presented an expert witness, Dr. Richard Perlman, Professor, Department of Economics, University of Wisconsin-Milwaukee. It was Dr. Perlman's contention that it makes little difference what CPI type one chooses as they are very close in value. Dr. Perlman says that if one takes the long run evolution of the CPI on the wage basis of the Association, this would lead to a slightly lower wage than the County offer of 7%. This is because the average annual increase of the CPI has been 6.7% since 1967. However we are in a new period of steep inflation. The County's estimates for it are unrealistic. A 12% increase for the year 1979 is conservative. One can project a 11% for October 1978 - October 1979.

Dr. Perlman says that the County offer guarantees a worse erosion of purchasing power than the Association offer. He offered a table comparing wage changes for the deputies and price changes for the period 1973-1980 from which the following information is selected:

Year	Price Index	Wage Index
1973	100.0	100.0
1978	146.8	143.6
1979	164.4 <sup>1</sup>	153.6
1980	182.5 <sup>2</sup>	
County Offer		164.4 <sup>(1)</sup>
Assn. Offer		170.5 <sup>(2)</sup>

1. CPI estimated at 12%
2. " " " 11%

Dr. Perlman says that 1979 looms as a disastrous year for wages. The 7% received for this year will cause the purchasing power to fall 7% below the 1973 level. Under the County offer in 1980 the loss will fall to 10%. The Association offer does not close the gap. It just keeps it from growing larger. Real wages would still be 8% below the 1973 level.

County Exhibit 23 asserted that in a survey of all 1979 and 1980 contracts similar to this in 71 Wisconsin counties, there was no CPI tie in 60 contracts. The breakdown was as follows:

- A. Quarterly adjustment - Bayfield, Iron, Kenosha, Racine, Walworth.
- B. Semi-annual - Columbia
- C. Annual - Dunn, Taylor, Wood
- D. Reopener - Dane
- E. CPI Add-on - Dodge

County Exhibit 24 gave more detail on this item. Washington County does not have any cost of living adjustment clauses in any other contracts, and the personnel ordinances do not provide for such an adjustment for unrepresented employees.

F. RELATED MATTERS.

1. County Exhibit 35 showed that the County Board raised its own compensation for Supervisors from \$150 a month to \$200 a month on February 13, 1979. County Exhibit 36 was a list of increases in pay ranges of 20, 21, 22, 23 and 24 where the increases at the top came to 7%. However a Deputy Sheriff Lieutenant was given a change in pay range amounting to 13.4%, and a new pay range 25 was created for the position of Deputy Sheriff Captain.

2. The following information is derived from Association Exhibit 14:

<u>Level</u>	<u>Patrol Deputies</u>	<u>Deputies Jail/Radio</u>	<u>Invest/Sgts.</u>
Step 4	21	4	6
Step 3	3	1	
Step 2	2	2	
Step 1	1	7	



3. County Exhibit 9-1 listed applicants for Deputy Sheriff in the County, which produced the following information and applicants and the number of counties represented, since 1974:

Year	No. of Applicants	No. of Counties Represented
1974	49	9
1975	59	6
1976-77	80	9
1978	63	13
1979	0	

G. THE ASSOCIATION'S POSITION ON COMPENSATION. The Association states that as a first point it notes that the County did not implement the first part of the 7% raise in 1979 to which both parties have agreed. This has been an advantage for the Employer.

The Association notes that the principal opposition of the County is to its request for the full cost of living in the 1980 Agreement. The Association has attempted to offset as close as possible rampant inflation. The Association points to the testimony of Dr. Richard Perlman and his projections, which were not controverted by the Employer. Dr. Perlman testified that employees' contracts contain a fiction or facade of 7% limits, having in addition roll-ups or catch-ups. State employees have the equivalent of 9%. The Association offer is not violative of these standards, and the Employer has presented no counter standards. The Association notes that Dr. Perlman had projected an increase of 11% during the base period.

The Association's offer includes two small increases for November and December, 1978, and then the new wave of CPI rises of 1979. The Association proposal is not for a substantial pay raise. It fell behind in 1979 by accepting a 7% increase when the rate of inflation was 7.9%. It merely tries to keep pace with the current rate of inflation.

The Association says that when taking the entire package offer of the Association, the salary differences are miniscule. Further the County is not contending that it can't pay. The County has also increased its management personnel.

The Association also notes that there is an increase in work because of growth of the County, and also this shows as an increase in the crime rate. The Sheriff did not offer any testimony on the need for increased personnel, or the increases in the general crime rate.

As to the matter of the Consumer Price Index, the Association notes the contention of the County that no previous arbitration ever was awarded on the basis of a CPI tie, but it holds that it is apparent that if the Association's offer were selected, the Association would not be the highest in compensation either in 1979 or 1980.

The Association notes also that the purpose of employment is not to maintain the status quo. Employees strive to increase their standard of living. However the purchasing power of their net cash income is substantially eroded, and the base period of October 1978 to October 1979 is a period of spiraling increases in costs so that they are again falling behind. Fairness requires that the Employer provide the employee with fundamental salaries consistent with the employee's productivity, duties, responsibilities, and the increase in his own costs.

The Association is not arguing that the employees are entitled to a raise on the basis of productivity. The total two year pay raise will be in the vicinity of 19%, but the projections for the year 1980 are such that they will exceed the total 1979-1980 increases under either offer. The County is offering a 14% increase, but if the rise from January 1979 to now continues, the total increase may be about 24.6%. The Association offer at 19% narrows the gap, but the Association members will still have lost 5%.

Because of the drastic inflation, increased costs and expanded supervisory staff, this is a unique situation and requires creativity to resolve inherent unfairness. Implementation of the Association award minimizes a reduction in the standard of living. The County offer at 14% is unreasonable. Though the County says employees are not leaving because they are content, there is a cataclysmic effect on the employee's purchasing power.

H. THE COUNTY'S POSITION. The County states that its wage offer is fair and reasonable and should be selected by the arbitrator, and that the Association's offer is totally unreasonable. The County notes that its 1979 wage rate is within the wage guidelines. The top deputy in 1979 ranks second in the County's five county comparison group and is \$103 higher than the five county average. This maintains the 1978 relative position. In the secondary comparison group, the County ranks second in this category in both 1978 and 1979. Only the Village of Germantown has a higher rate, but this is explained by the metropolitan Milwaukee influence exerted on that city.

The detective rate holds the same rank in both the primary and secondary comparison group.

The total compensation offered by the County in 1979 puts the County second in both the County's primary group and secondary group. The County's offer puts the employees in a favorable position when compared to employees in surrounding governmental units. The County's offer of 7% was reasonable, and this is shown by its acceptance by the Association.

As to its 1980 offer, the County says that this offer is consistent with the federal government's wage guidelines, and the offer was made to achieve a wage settlement within the guidelines. The Employer says that when the Association decided to depart from the guidelines, it presented an offer in which one could expect a 12.4% increase or more, and this would be in wages alone, not to mention benefits. The County calls the arbitrator's attention to his ruling in the case School District of Drummond (Dec. No. 16171-A) in which the arbitrator stated that he would feel a constraint on accepting an offer that greatly exceeded the wage guidelines,

while considering the matter of comparability and reasonableness of the offers. The factor of greatly exceeding the guidelines is here, since the offer comes to nearly double the 7% in the guidelines. The guidelines should not be ignored.

The County contends that the Association's wage computation proposal is a radical departure from the traditional method adopted for other county units and by other counties for law enforcement personnel. The County does not use the Consumer Price Index to compute the wages of any other bargaining unit employees. If the arbitrator granted the Association's offer, the County could expect and be compelled to grant exorbitantly high wage increases to other unit employees and other employees in other agencies. The Association proposal is something which is an extremely drastic change in the parties existing relationships. Such a change should be achieved only by the negotiation process.

The County notes that the Association did not include the present proposal in its "first" final offer. The present final offer is so imperfectly constructed that it was necessary for the Association to communicate with the County's representative and indicate which actual index it wished to use. This Association proposal was made then without due consideration. The County says that the arbitrator should find that this matter is so drastic in its change that it should be found not to fit the guideline of "other factors" commonly employed in wage relationships.

The County also notes that 60 counties do not have any tie with the CPI, and of the remaining 11 counties, only three have a similar proposal. The proposal is not a common practice throughout the state.

The County also says that its wage offer is consistent with other County settlements. For example, it reached a similar two-year agreement with the employees in the Social Service Department. Where the County departed from the 7% guideline feature among supervisors in the Sheriff's Department, it was for wage adjustments as a part of a reorganization program recommended by independent management consultations. The increase above 7% taken by supervisors should be measured against the fact that this was their first raise since 1970.

The County argues that the Association relied only on one factor in the statutory guidelines to justify its offer, namely the use of the CPI, but other factors in the guidelines do not justify it. Even if the argument of Dr. Perlman is accepted that the CPI will rise over 12%, yet on the basis of comparability the County did not lose ground with its 1979 offer. Further there is not any other 1980 settlement which would justify the increase of 12.5%. Further the use of the item of increased medical costs in the CPI is not justified, since the County pays this item for the employees. The personal increase received by Dr. Perlman of 9% as a part of an increase for state employees does not justify the open-ended proposal of the Association. Further there is no justification for the request in light of wages paid to other County employees or to employees in the private sector.

The County says that the Association proposal would destroy the relationship between the parties. Further the statute on arbitration was not intended to plow new ground, such as is occurring here. There is no rational basis for disrupting the current relationship.

I. DISCUSSION. A review of the statutory guidelines shows that on the issue of compensation, the values of two guidelines stand indirect contrast. Shall the factor of the rise in the cost of living or shall the matter of comparability prevail? Clearly on the basis of the rise of the cost of living the Association offer more nearly meets that guideline, while on the matter of comparability as discussed above, the County's offer more nearly meets the statutory guideline. One great difficulty here is the absence of any showing of a conclusive pattern being set for 1980 increases.

The arbitrator believes that the prevailing weight lies with the issue of comparability. The County's offer is more nearly comparable with the internal settlements with another major unit in the County, its offer for 1979 does not change the relative status of the County's position with other law enforcement units; and further, the formula for deriving a wage increase is more comparable to the practice used in the past.

The arbitrator is further constrained to place the weight with the County offer because of the fact that the Association offer departs too far from the norm of the federal advisory wage guidelines while at the same time not being shown as comparable to what other units are getting for 1980. This is not to say that the 1980 offer of the County is any more adequate in view of the performance of the CPI; but having to make a choice of the least of two deviations from the guidelines, the arbitrator feels compelled to select that which most nearly conforms to the guidelines. The arbitrator, in deciding that on the matter of compensation, believes that the County deviates least from the guidelines. It may so happen, however, that the County will be placed in a position of having to make a major catch-up in the future.

A further factor which the arbitrator cannot ignore and which raises the question of the arbitrator's authority in this matter is found in the language of the Association offer: "...a wage increase.... equal to the percentage increase in the National Consumer Price Index..." This language is defective in that it does not designate which of two different national indexes, which have numerically different values, is to be used. There is the "National Urban Wage Earners and Clerical Workers" index, and the "National All Urban Consumers" index, which vary about 0.2%. This means that different dollar amounts would be paid. The arbitrator does not feel that he can add to the language of the proposal and determine which index is to be used. However, rather than reject the Association proposal on this technical defect which the arbitrator nevertheless thinks is sufficiently serious to invalidate consideration of the whole Association offer, the arbitrator has made his determination that the County proposal in its comparability outweighs the Association proposal with its closer adherence to the guideline of the cost of living.

XI. OVERTIME - COMPENSATORY TIME. The County is proposing to change Section 16.02 (b) to lower the amount of time a deputy may accumulate from 40 hours to 25-1/2 hours. Both parties are eliminating court appearances, conferences with the District Attorney's office and training programs and required activities from the exclusions of overtime. The County is also proposing a new Section 16.03 in which deputies called in for any court time outside their scheduled hours will receive a minimum of two hours pay at straight time rates, except when they are called in consecutively prior to or after their scheduled hours. The effect of the County proposal is,

according to the County interpretation, that the employees will get time paid at the rate of 1-1/2 hours when they are called in, but the minimum they will get will be equal to two hours straight time. Thus a deputy will have earned the equivalent of two hours straight time pay by being in court for one hour and twenty minutes at time and one half.

The Association is proposing that Section 16.01 be changed to obtain a minimum guarantee of one hour for all court appearances with a time and a half rate.

Thus there are two features to be considered, a call-in feature and a maximum compensatory time accumulation.

County Exhibits 33-1, 33-2, and 33-3 contained information on the increase of time off among employees for various types of leave:

In 1977, 9,514 hours were used in C.T., sick leave, vacations and holidays. In 1978, 11,476 hours were so used.

County Exhibit 32 showed the following information:

- A. All overtime paid in cash: Ozaukee County, Sheboygan County, Hartford and Kewaskum.
- B. Dodge County: 1-1/2 hours of compensatory time (C.T.) or cash for each overtime hour.
- C. Fond du Lac: Overtime paid at rate of 1-1/2 hours C.T. Maximum accumulation at 24 hours. Pay or C.T. at end of year.
- D. Waukesha County: Overtime at 1-1/2 C.T. C.T. at straight time for compulsory training. 24 maximum accumulation.
- E. Germantown: Overtime either in C.T. or cash at 1-1/2 rate.
- F. West Bend: All overtime paid in 1-1/2 time at C.T. except unused hours in excess of 80 at end of year which are paid in cash.

A. The Association's Position on Call In. The Association says that the County's proposal for overtime is confusing, complex and administratively a nightmare. The Association's proposal is less expensive than the County's. There has been a past practice in the Agreement of a two hour minimum at straight time rates while the Association would change this to granting all overtime on a time and one-half basis with a minimum of one hour. The Association says that at the time of the hearing, the exact nature of the County proposal was not clear. The testimony adduced from County witnesses and the confusion about how the County's proposal would work created confusion. The Association's proposal creates less confusion. What makes the County proposal even more difficult is that overtime is rounded off to the nearest highest quarter of an hour. The proposal of the Employer would require modification of the practice of rounding off, and the modification was not substantially or accurately set forth in the hearing.

B. The County's Position on Call-In. The County says that its offer on call-in is fair and reasonable. It says that under its proposal a deputy who would be called to court for no matter how short a time would get two hours pay at straight time. After approximately 80 minutes, the call-in straight time pay would become inapplicable, and the regular provision would become applicable, and the deputy would receive time and one half for all time spent. The County's offer provides a greater benefit to the deputy for court appearances.

C. Discussion on Call-In. The arbitrator believes that the County offer on call-in is more complicated and very unusual, and thus not fully comparable to what exists in other jurisdictions. Even though it offers more compensation, the Association offer is more reasonable, because it is more readily understood.

D. The Association's Position on Total Compensatory Time. The Association says that the County has not carried its burden as to why there should be a reduction in the present maximum compensatory time which can be accumulated. The County is not proposing to limit the maximum C.T. accumulation in any one year so that overall impact is of no effect. Since the Employer presently and in the future controls when C.T. can be taken off and how many officers may be off at any one time, the request for this new control is of no substantial benefit to the County. The provision is unnecessary and unreasonable.

The Association notes that because of the 8-1/2 hour day of the employees, in order for the employee to get a full week of vacation, the employee has to liquidate 2-1/2 hours of C.T. For three weeks he would have to yield 7-1/2 hours. Taking 7-1/2 hours from the proposed limit the County is setting at 25-1/2 hours, leaves the employee with only 18 hours of C.T. which is slightly in excess of two days off. The Employer however can effectively accomplish its purpose in scheduling by denying compensatory time off. If there is no scheduling problem, then the Employer does not need to further minimize the benefit obtained through collective bargaining.

E. The County's Position on Maximum Compensatory Time. The County says that the purpose of its proposal is to alleviate scheduling problems which occur as a result of compensatory time and to have more employees available. It says its Exhibit 33 shows that from 1977 to 1978, the employees' time off for various reasons went from 9,514 to 11,476 hours, a 21% increase. There will be another substantial increase in 1979. The trend will continue. The County is making an effort to limit the amount of C.T. which can be banked, while it would compensate for the rest at an appropriate rate. This is an attempt to curtail the number of man hours lost.

The County notes that two counties make no provision for compensatory time. In the list of municipalities in the secondary group, two have no provision for compensatory time. Thus in four out of nine units, all overtime is paid in cash.

F. Discussion on Maximum Compensatory Time. In consideration of the foregoing matter, the arbitrator is of the opinion that the Association offer is the more reasonable one. The County controls the scheduling, and this reduces the pressure on it if it does not want to schedule C.T. at a time when it has need for employees on duty. Secondly, the feature of an employee losing 2-1/2 hours for each vacation week works a slight hardship on employees in reducing the C.T. necessary in order to get a week's vacation. For this reason, the arbitrator believes that the Association's offer is more reasonable.

XII. VACATIONS. The Association is proposing to allow three weeks of vacation after the seventh year of employment in 1979 and four weeks after 14 years in 1980. In case of an award in its favor, the potential would exist for cash payment for vacation in 1979. The following information on vacation plans from various sources in both the County and Association exhibits is given here.

TABLE X

VACATION PLANS OF SELECTED LAW ENFORCEMENT UNITS  
IN OR NEAR WASHINGTON COUNTY

<u>Unit</u>	<u>Years to 3 Weeks</u>	<u>Years to 4 Weeks</u>
<u>County's Primary Comparison Group</u>		
Dodge	7	18
Fond du Lac	8	15
Ozaukee	8	15
Sheboygan	2	8
Waukesha	7	14
Washington (Current)	8	15
Association Proposed, 1979	7	15
1980	7	14
<u>County's Secondary Comparison Group</u>		
Germantown	8	17
Hartford	8	16
Kewaskum	8	16
West Bend	6	12
<u>From Association Exhibits</u>		
Mequon	8 yrs. - 17 days	16 yrs. - 22 days
Grafton	5	10
Menomonee Falls	8 yrs. - 16 days.	15 yrs. - 21 days
<u>Washington County Employees Other than Deputy Sheriffs</u>		
Non-bargaining Unit Employees	8	15
Hospital Service Employees	8	15
Parks Employees	8	15
Social Services	8	15
Highway	8	15

The County in Exhibit 28 calculated that in 1979 there would be 45 additional vacation days required at the cost of \$3,081 under the Association proposal and in 1980 there would be twenty additional days at a cost of \$1,369 making a total cost of \$4,450 for the Association offer.

A. The Association's Position. The Association says that the County's position that it attempts to keep all members on the same vacation schedule means that there never will be any increase in vacation benefit. The Association notes also that because of the lateness of the award, it would prove administratively difficult or impossible to schedule vacations at the end of the year.

The Association notes that the Sheriff did not testify against this proposal nor did any administrative personnel of his department.

The Association notes that West Bend, Waukesha County and Sheboygan County have benefits such as those being asked or better benefits. The proposed change would be minuscule for the County. Increased vacation is necessary as the work becomes heavier and the officers need to get away from the job to renew themselves. There was no testimony either as to scheduling difficulties. The offer is therefore reasonable.

B. The County's Position. The County says that it should not be compelled to bear the additional cost imposed by increased vacation benefits, especially in light of the wage demands. It notes the additional cost of \$4,450 which the proposal will entail, and this must be added to the funds necessary to implement the current program for 1979 and 1980. The County's offer is neither unfair nor unreasonable.

C. Discussion. A study of Table X shows that among the jurisdictions reported the feature of three weeks after eight years seems to prevail. However in the primary group of comparable counties offered by the Employer, it prevails in only three of the six counties being compared. The factor which persuades the arbitrator that the County offer more nearly meets the guidelines of comparability is that the feature of three weeks after eight years prevails within the County government. The arbitrator believes that the County offer more nearly meets the guideline of comparability in its vacation offer.

XIII. UNIFORM ALLOWANCE. The Association is proposing to increase the uniform allowance for deputies from \$205 to \$225 and the allowance for dispatchers, jailers and matrons from \$150 to \$175. The Association presented two exhibits on the costs of two shirts, two trousers, one pair of gloves and one jacket from 1976 as the base year and the percentage rise. This information is given in the following table:



TABLE XI

COST OF TWO SHIRTS, TWO TROUSERS, ONE PAIR GLOVES AND ONE JACKET  
FOR WASHINGTON COUNTY DEPUTY SHERIFFS 1976 TO 1979

<u>Year and Month</u>	<u>Dollar Cost</u>	<u>% Increase</u>
1976 September	159.50	Base
1977 April	168.35	5.6
September	173.70	8.9
1978 April	182.90	14.7
September	196.80	23.4
1979 June	206.80	29.6
<u>Uniform Allowance</u>		
1976	190	Base
1977	200	5.0%
1978	205	7.9

The County presented the following information:

UNIFORM ALLOWANCE  
1979

	<u>Deputy Patrolman</u>	<u>Dispatcher</u>	<u>Jailor</u>	<u>Matron</u>
Dodge County	\$212	\$197	\$200	None
Fond du Lac County	Full complement	Full complement (1)		
Ozaukee County	Full complement			
Sheboygan County	\$200	\$200	\$200	\$100
Waukesha County	\$180	None	(2)	
Germantown	Full complement	Full complement		--
Hartford	\$185	\$ 70		--
Kewaskum	Full complement	--		--
West Bend	\$200	\$125		
Washington County				
County	\$205	\$150		
Association				
1979	\$225	\$175		
1980	\$250	\$200		

- (1) Whenever the County requires a uniform to be worn.  
(2) \$100 initial - replacement

The County supplied its Exhibits 30 and 31 which were photocopies of account sheets of the uniform accounts of employees. These sheets showed that most employees had a balance left in their personal uniform accounts drawn from the \$205 allowance.

Table VII above also lists practices in providing for uniforms on the part of various law enforcement agencies.

A. The Association's Position. The Association says that there is a need for an increased uniform allowance which the County offer does not meet. The present system for payment does not make the new higher allowance subject to abuse by the officers. The officers in the past contract gave additional control over the program to the County, and there is no contention that any abuse has taken place. Comparisons with other units of government is irrelevant, according to the Association, because the uniform is required by the Employer and is controlled by the Employer.

The Association argues that the evidence produced by the County with the intent to show that the officers are not totally utilizing the benefit is insufficient. One must take more than two years evidence to show this. Further no contention was made that the utilization by the officers of the uniform allowance was in controversy, nor that additional costs are not a reality. The officers are putting more wear and tear on their uniforms, and the request is a modest amount and is reasonable to preclude increased costs for the additional two year period.

B. The County's Position. The County contends that its proposal on uniform allowance is fair and reasonable. It notes that the Association is proposing a \$50 or 30% increase for deputies over the two years and a \$50 increase or 33% increase for other employees. The County says that a review of its comparables supports the County's position. Of nine governmental units, four pay for the full complement with no fixed dollar amount. The County pays a comparable amount with the remaining governmental units. In the County's primary group of comparison, three pay a fixed dollar amount, and the average of these three is less than what the County currently pays. In the secondary group the two who pay a fixed dollar amount pay on the average \$10 less than what the County pays. Similarly the County pays more than the average paid to other employees than deputies.

The County points out that out of the total group of employees entitled to a uniform allowance, 11 failed to exhaust their allotment, and a large number of the rest of the purchases were made late in the year. The magnitude of the increase then proposed by the Association is unwarranted. This offer taken in toto with the wage and vacation offer of the Association is unjustified.

C. Discussion. On the basis of Table XI which shows that the County's increase in uniform allowance is not keeping pace with the rise in the cost of the uniforms, the arbitrator believes that the Association offer is the more reasonable one.

XIV. SUMMARY. The following is a summary of the arbitrator's opinion and conclusions:

1. There is no issue of the lawful authority of the Employer to pay the cost of either offer. There is a defect in the Association proposal on which index of the National Consumer Price Indexes to use. The arbitrator is not ruling that this defect throws out the entire Association offer.

2. There is no question of the ability of the Employer to pay either offer.

3. On the matter of compensation, the Association offer more nearly meets the guideline of meeting the increase in the cost of living. Its formula for applying the cost of living is relatively rare.

4. On the matter of compensation, the Employer's offer more nearly meets the standard of comparability with what has been agreed to by other units within the County. Further though the Employer's offer seems inadequate under developing price increases, yet the Association offer of the full increase in the cost of living departs too far from the federal wage guidelines.

5. On overall compensation, the County offer for 1980 holds the County's comparable position. However, it cannot be said what will happen to this position when 1980 settlements become prevalent.

6. On call-in, the arbitrator believes that the Association position is more reasonable.

7. On total compensatory time, the arbitrator believes that the Association position is the more reasonable.

8. On the vacation proposal, the arbitrator believes that the Employer's position meets the guideline of comparability better than the Association offer.

9. On the matter of uniform allowance, the arbitrator believes that the Association offer is more reasonable than the Employer offer.

10. Of all of these matters, the arbitrator is of the opinion that the single most weighty matter is that of comparability of wage offers. The second matter of importance is the vacation offer, and on both of these the County more nearly meets the guidelines of comparability. Therefore the 1979-1980 Agreement between the parties should include the offer of the County.

XV. AWARD. The 1979-1980 Agreement between the Washington County Deputy Sheriff's Association and Washington County should include the offer of Washington County.

*Frank A. Zeller*  
*Mediator - Arbitrator*  
*December 18, 1979*