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STATE OF WISCONSIN  
ARBITRATION AWARD

NOV 1 1979

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Arbitration between :  
LINCOLN COUNTY PROFESSIONAL DEPUTIES :  
ASSOCIATION :  
and :  
LINCOLN COUNTY (SHERIFF'S DEPARTMENT) :  
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Re: Case XXIV  
No. 24222  
MIA-424  
Decision No. 17068-A

APPEARANCES

For Lincoln County Professional Deputies Association,  
Harry R. Hertel, Esq., Rogers & Hertel, Lawyers, Lincoln  
House, P.O. Box 398, 120 South Mill Street, Merrill,  
Wisconsin 54452.

For Lincoln County (Sheriff's Department), J. Michael  
Nolan, Esq., Schmitt, Nolan & Hartley, Attorneys at Law,  
1029 East Main Street, Merrill, Wisconsin 54452.

The Association represents a collective bargaining unit of non-supervisory law enforcement personnel employed by Lincoln County. The parties reached an impasse in the negotiation of a new agreement to be effective on January 1, 1979. The Association filed a petition with the Wisconsin Employment Relations Commission on March 1, 1979 requesting initiation of final and binding arbitration pursuant to Section 111.77(3) of the Municipal Employment Relations Act. Following an informal investigation on April 12 and May 14 by a member of the WERC staff, the dispute was certified by the Commission for arbitration on June 8, 1979. On June 21 this arbitrator was notified of his selection. For various reasons it was not possible to hold a hearing until September 17. A hearing was held on that day in Merrill. Both parties presented evidence from witnesses and in written form. No record was kept other than the arbitrator's notes. At the conclusion of the proceedings the parties agreed to exchange letter briefs through the arbitrator within one week. These submissions were received by the arbitrator and exchanged by him on September 29.

THE FINAL OFFERS

In this proceeding the arbitrator is limited to selecting either the entire final offer of the Association or the entire final offer of the County. Copies of these final offers are attached to this award as Addendum A (the final offer of the County) and Addendum B (the final offer of the Association).

The parties agree that the new contract should be for one year and that this settlement should be retroactive to

January 1, 1979. They also agree on the addition of three classifications to the unit. They disagree on the rates for those classifications and on the amount of the across-the-board increase to be granted to members of the unit. Although they agree that in 1979 the County should pay 90 per cent of the group hospital and medical insurance plan for both family and single employee coverage, they disagree on whether the 90 per cent cap should be a permanent condition. At the hearing the Association agreed to the County's wording regarding kelly days. The County would raise the annual uniform allowance from \$200 to \$225 while the Association would leave the \$200 amount unchanged. The County would change the vacation provision so as to provide for three weeks after nine years of service while the Association would leave the old provision unchanged with three weeks of vacation after ten years of service. At the hearing the Association agreed to the County's proposal that detectives should be covered by the uniform allowance and that the special uniform needs fund should be continued for the year 1979. The County also proposes a provision regarding legal defense costs for employees accused of crimes allegedly committed in the line of duty. Although the Association declared at the hearing that it did not think this provision had any special importance, it expressed a willingness to stipulate that it be part of its own final offer.

#### POSITIONS OF THE PARTIES

The Association considers the wage increase to be the key issue in this proceeding. It seeks to justify its 8½ per cent proposal as against the 7½ per cent proposal of the County by reference to comparable rates in what might be termed a "Highway 51 Corridor" of counties and municipalities as well as by the increases that have taken place in the Consumer Price Index in recent years and especially during 1979.

The Association compares employment conditions for these employees with those of similar classifications in Portage, Marathon, and Oneida Counties. These comparisons are based on the Association's testimony that data for traffic patterns and traffic flows show that Highway 51 is the main artery of communication and travel for residents of the area as well as those coming through the area. Other testimony of members of the unit purported to show that residents of Merrill tend to do a substantial amount of their shopping in Wausau and lesser amounts in the communities east and west of Merrill and Lincoln County. For these reasons the Association asserts that salaries should be compared with the counties and cities with which the most commerce and communication take place for these employees and others in the community. These comparable jurisdictions, according to the Association, include the three counties listed above as well as the cities of Wausau, Stevens Point, Tomahawk, Rothschild, Schofield, Minoqua, Rhinelander (which is in the corridor but not on Highway 51), and Weston. The Association introduced data purporting to show the following rates for patrolmen, deputies, and troopers in these jurisdictions, along with the percentages of increase:

<u>Police Departments</u>	<u>Monthly Rate</u> <u>1978</u>	<u>Monthly Rate</u> <u>1979</u>	<u>Percentage</u> <u>Increase</u>
Merrill	\$1048	\$1122	7.0
Rhinelander	991	1065	7.5

<u>Police Departments</u>	<u>Monthly Rate</u> <u>1978</u>	<u>Monthly Rate</u> <u>1979</u>	<u>Percentage</u> <u>Increase</u>
Rothschild	\$1120	\$1210	8.0
Schofield	1100	1200	9.0
Stevens Point	1079	1165	7.9
Tomahawk	1025	1110	8.3
Wausau	1100	1190	8.2
Weston	1138	1267	11.3
Minoqua	984	1062	8.0
<u>Sheriff Departments</u>			
Marathon County	1100	1190	8.2
Oneida County	1010	1089	7.8
Portage County	1068	1158	8.4*

\* Association testimony showed this figure as 7.8 per cent. If the dollar figures are accurate, the percentage should be the figure shown here.

The average percentage increase between 1978 and 1979 rates for the police departments on the above list is 8.5 per cent. The average percentage increase for the three counties is 8.2 per cent.

The Association also introduced wage data from private sector firms in Lincoln County purporting to show that the average increase for 1978 was about 9 per cent, for 1979 it has been about 9.5 per cent, and for those plants where settlements have already been made for 1980 the settlements range from 8.5 to 10 per cent.

In addition to showing the rate comparisons with other jurisdictions the Association introduced some data purporting to show that the number of complaints received by the Lincoln County Sheriff's Department has shown a trend increase since 1974. Other statistics, however, including criminal and traffic arrests, case load of the Detective Bureau, and a category headed "Process Served," had shown no notable increase.

The Association emphasizes the increases that have taken place in the cost of living in recent years, figures showing that the real wage of members of the unit have stayed about the same since 1972. The Association expresses especial concern with the increases that have taken place in the Consumer Price Index during 1979, when the index has increased at a rate of well over 10 per cent.

The Association considers the \$25 per year increase in the uniform allowance, which has been proposed by the County, to be unnecessary in view of the continuation of the special uniform fund. The reduction from 10 to 9 years as the requirement of service for three weeks vacation would affect only one employee in 1979, according to the Association, and would require extra overtime by other deputies. The Association would prefer to have the extra funds expended for a larger wage increase.

The Association asserts that the County's proposal to put a permanent cap of 90 per cent on its contributions to hospital and medical insurance premiums is simply a device to gain an edge in future bargaining, that the Association has agreed to the figure for 1979 but that it should be left open for

negotiation on an annual basis in the future.

The Association also points out that Marathon, Portage, and Oneida Counties all pay shift differential, as do the cities of Rothschild, Stevens Point, Wausau, and Minocqua, although Lincoln County employees do not receive shift differential.

The County takes the position that employment conditions should be compared with the employment conditions of workers in similar classifications in the adjacent counties of Langlade, Oneida, Price and Taylor. The County introduced testimony of a witness who declared that he did his shopping in Merrill, not Wausau, and that outside of Merrill the busiest commercial section of the County was in its northern part. The County asserts that Tomahawk is almost the same distance north of Merrill as Wausau is in a southerly direction and that the Merrill and Tomahawk shopping areas can supply most, if not all of the needs, of the citizens of Lincoln County.

The adjacent counties to the north, east, and west are more nearly comparable to Lincoln County in terms of the wages paid to deputies. The County introduced data at the hearing to show that these rates (top of scale) are as follows for deputies in those jurisdictions:

<u>County</u>	<u>Monthly Rate - 1979</u>
Langlade	\$990 (1/1/79)    \$1040 (9/1/79)
Oneida	1089
Price	1061
Taylor	1037

These figures are all considerably below the \$1129 being offered by the County in this proceeding.

The County also points out that some of the other employment conditions in the labor agreements in the four counties used for comparison are not as costly as those already in effect in Lincoln County. For instance, although Taylor County has a vacation policy calling for three weeks after nine years of service, its health insurance plan calls for employer payment of only 68 per cent of the total cost as compared with the 90 per cent being offered by the County in this proceeding. In Langlade County, although the longevity payments are slightly better than in Lincoln County, the county pays only 75 per cent of the cost of group hospital and medical insurance. In Oneida County the employer pays 90 per cent of the hospital and sickness insurance. In Price County, although the uniform allowance is \$300 per year, the contribution for family plan health insurance is the same (although it is 95 per cent for single plan coverage).

The County introduced tables showing equalized assessed property values on an absolute and a per capita basis for the

<u>County</u>	<u>Total Value</u>	<u>Population</u>	<u>Per Capita Value</u>
Langlade	374,944,560	19,719	19,014.40
Taylor	322,287,385	19,158	16,822.60
Price	289,374,930	15,259	18,964.20

Although the County does not interpose an issue of inability to pay for the changed employment conditions, it argues that the figures reproduced above indicate that fiscally Lincoln County is more akin to Langlade, Taylor and Price Counties and that Oneida County has a larger population and almost twice as high an assessed valuation. Although assessed valuations were not introduced from Marathon and Portage Counties, it was noted that their populations are respectively 109,879 and 55,555, figures much higher than the population of Lincoln County.

There was testimony indicating that the County's proposed 7½ per cent increase is greater than settlements made with other employees. Other County employees received about 7 per cent for 1979. Incidentally, the 7 per cent figure was the limit of the President's guidelines at the time that negotiations for this labor agreement commenced and therefore should be given considerable weight in the determination to be made in this proceeding. To do otherwise is to provide an incentive for delay in settlements.

Except for the single exception of Price County where the employer pays 95 per cent of the single premium for health insurance, the County's offer here is equal to or superior to conditions for this item in the four counties with which the County would compare itself. The uniform allowance increase is generous and in line with the comparables as well.

#### OPINION

There is a minimal difference in annual cost between the two final proposals. The Association estimates the difference between 7½ and 8½ per cent for the members of the unit to be \$2252. If the extra cost of the uniform allowance in the County's proposal (assuming 20 members in the unit) is deducted from that figure, then the difference is only \$1752 on an annual basis. For this reason it appears to the arbitrator that the interests and welfare of the public and the employer's ability to pay, one of the factors in the statute which I must consider, are not significant considerations.

In my opinion the more important consideration in this case is whether the County's or the Association's comparable areas should be used in arriving at a decision. I have some reservations about accepting the Association's proposition of using the four counties in the U.S. Highway 51 corridor or the city police forces that were used by the Association. There is a certain logic, however, in making comparisons with the two counties immediately adjacent on the north and south. Certainly there is a far greater movement of traffic, commerce, and communication in that direction than there is in an east and west axis from Lincoln County. There was also testimony purporting to show that there was closer collaboration between the Sheriff's Departments in the counties in the north-south corridor than between the counties on an east-west axis. If we confine our comparisons to Marathon and Oneida Counties, those immediately south and north of Lincoln County, the average increase at the top rate for deputies was 8.0 per cent, midway between the two proposals in this proceeding, and their average

rate is \$1139.50 per month, a figure almost exactly the same as the Association's proposal here. In my view this lends support to an award in favor of the Association on this issue. Such an award would be supported further by the high rate of increase in the Consumer Price Index during the past year, the higher settlements that have been occurring in the private sector in Lincoln County during 1979, and the 9 per cent increase that has been conferred on members of the State Patrol.

It appears to me that the County's final offer for uniform allowance would bring it above the levels for that benefit among three of the counties with which it seeks to compare itself. Since the Association did not submit comparable uniform allowance data, there is no basis for me to compare the levels with Marathon County. Oneida County, however, provides only an annual \$210 allowance after an initial uniform allowance of \$300. In my opinion this issue should not be determinative of this dispute.

On the vacation proposal the County has arrived at a level of benefits that seems to be midway between conditions in Oneida County (three weeks after 8 years) and Langlade County (three weeks after 10 years). The proposal is the same as current vacation practice in Taylor County. Price County vacation policy was not submitted to the arbitrator. On the basis of these facts, and the absence of any data on vacations from Marathon County, I do not believe that this issue should be determinative. The award could go either way on this issue.

On the issue of the percentage of health insurance premium to be paid by the County, I am inclined to the view that employees ought to maintain some direct interest in these costs by paying a portion of the premium. I am not at all certain that 10 per cent is sufficient to get their attention, and I am not sure that the 90 per cent figure should be made a part of the agreement of the parties in future years. In any case, the parties are in agreement on the 90 per cent contribution by the County for the current year, so I do not think that this issue should be determinative of this dispute either.

I am somewhat concerned that an award in favor of the Association will have unpleasant repercussions for the County because other employees have been granted less during the year 1979. I agree with the County's concern that this kind of delayed settlement at a higher level may give organized employees an incentive not to settle early and to hope for changed conditions that will tend toward a favorable award in an arbitration proceeding. Against this, however, is the view that since interest rates for short term U.S. government treasury bills are even higher than wage increase percentage settlements this year, the County also had the opportunity to benefit from the delay. Despite these reservations I believe that an award in favor of the Association is called for here for the reason that the wage increase proposed by the Association is quite modest and the added expenditure for the County is very small.

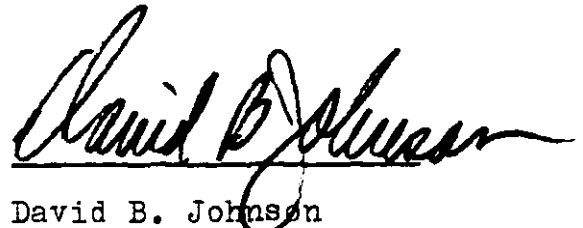
I have considered all the factors I am required to consider by Section 111.77(6) of the statute. In my opinion an award in favor of the Association is supported on comparability grounds, by cost of living considerations, and by consideration of the overall compensation received by these employees.

AWARD

The final offer of the Association is accepted as the award in this proceeding. I would remind the Association that during the hearing it stipulated acceptance of Paragraphs 7, 8, 10, and 11 of the County's final offer.

Dated: October 31, 1979  
at Madison, Wisconsin

Signed:

  
David B. Johnson  
Arbitrator

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7 ADDENDUM A

MAY 24 1979

FINAL OFFER OF LINCOLN COUNTY  
FOR 1979 CONTRACT WITH LINCOLN COUNTY PROFESSIONAL COMMISSION  
DEPUTIES ASSOCIATION

1. That the contract be a one (1) year contract running from January 1, 1979 through December 31, 1979.
2. That the bargaining unit include the Jailer-Dispatchers and the present sheriff's secretary because of the nature of her job description and the fact that she does have the power of arrest and also the detective bureau.
3. That there be a pay schedule set up for the Jailer-Dispatchers in accordance with Exhibit "A", attached hereto and for the sheriff's secretary, in accordance with Exhibit "B", attached hereto. That such schedules be effective as of January 1, 1979 and that all present Jailer-Dispatchers be at the hiring rate as of that date.
4. That all members of the Association presently employed by Lincoln County receive an across-the-board 7½% pay increase over the rate that they were receiving on December 31, 1978, and that this increase shall be effective as of January 1, 1979. This increase to include the Jailer-Dispatchers and the sheriff's secretary, however, the increase for these latter two categories is to include any pay increase that they already received on January 1, 1979, and is not to be in addition thereto. (The proposed pay schedules on Exhibits "A" and "B" reflect this 7½% increase.)
5. That Lincoln County will pay 90% of the 1979 insurance premium for the group hospital and medical insurance program covering employees of the County for those employees participating in the program, including both the family and single person premium,



and that hereafter Lincoln County will not pay any more than 90% of the 1979 insurance premium rate for any members of the Association and that any increases over the 1979 premium rate will be borne by the members of the Association participating in such plan.

6. That Article 18 - Vacations - will be amended to reflect that employees will receive three (3) work weeks of vacation after nine (9) years of service rather than after ten (10) years of service as is presently the case.

7. That the last sentence of Article 11 - Hours of Work - will be amended to read as follows: "In 1979, employees will receive twelve (12) kelly days scheduled by the sheriff".

8. That Detectives will be covered by the uniform allowance so long as they maintain one (1) full uniform at all times and beyond that they may use such allowance for their plain clothes uniform.

9. That the uniform allowance will be increased from \$200.00 to \$225.00 for all employees after their second calendar year with the County.

10. That the special uniform needs fund will be continued for the year 1979.

11. That the County will cover the legal defense costs for any employee accused of a crime allegedly committed in the line of duty if such employee is found innocent of such crime providing that Lincoln County, as the employer of the employee, is not the complaining party, provided further that the costs, including attorney's fees charged must be in line with the fees and costs prevailing in Lincoln County, Wisconsin for like defenses (Any dispute to be settled by the Lincoln County Circuit Judge), and finally providing that if Lincoln County's liability insurance, or any other insurance of the County, provides coverage for such legal costs, then the defense provided by such insurance must be used.

EXHIBIT "A"

JAILER - DISPATCHERS

<u>HIRING RATE</u>	<u>6 MONTHS</u>	<u>18 MONTHS</u>	<u>30 MONTHS</u>
\$895.45	\$917.56	\$939.67	\$961.78

EXHIBIT "B"

SECRETARY SCHEDULE

<u>HIRING RATE</u>	<u>6 MONTHS</u>	<u>18 MONTHS</u>	<u>30 MONTHS</u>
\$591.94	\$614.05	\$636.16	\$658.27

# ROGERS & HERTEL

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MERRILL, WISCONSIN 54452

TELEPHONE 715/536-5501

May 22, 1979

ADDENDUM B

RECEIVED  
COUNTY OFFICE  
100 NORTH TOMAHAWK AVENUE  
TOMAHAWK, WISCONSIN 54487  
TELEPHONE 715/453-5353  
715/536-9300

MAY 22 1979  
MOBILE TELEPHONE  
JAMES T. ROGERS  
715/359-1100

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

Lincoln County Professional Deputies Association  
Final Offer

1. One Year Contract (Agreed)
2. Entire Contract retroactive to January 1, 1979 (Agreed)
3. The Bargaining Unit is to include the previous classifications and in addition thereto, the classifications of Detective-Sergeant, Jailor-Dispatcher, and Secretary-Deputy (Agreed)
4. As a matter of language, Article 11, would be re-worded, in that a substitution would be made for the last sentence therein, which would read as follows, "Employees will receive twelve (12) Kelly days as scheduled by the Sheriff." (Agreed)
5. As a matter of language, Article 16, would be re-worded, to provide that, "The County will pay ninety percent (90%) of the group hospital and medical insurance program for both the family insurance premium and the single insurance premium for employees participating in the program." (Agreed)
6. Salary schedule will be adopted for the classifications which have been added under Paragraph 3 above

	Hiring Rate	6 mos.	18 mos.	after 30 mos.
Detective-Sergeant	\$1,169	\$1,194	-----	-----
Jailor-Dispatcher	\$904	\$926	\$946	\$970
Secretary-Deputy	\$598	\$620	\$642	\$664

7. The existing classifications of Sergeant and Deputy are to receive an eight and one-half percent (8½%) across-the-board increase for all steps, which is a modification of appendix "A" - Salary Schedule of the present contract.

Dated this 22nd day of May, 1979.

  
James T. Rogers, Lawyer  
Lincoln County Professional Deputies Association