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STATE OF WISCONSIN

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

BEFORE THE ARBITRATOR

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In the Matter of the Petition of :  
TEAMSTERS UNION LOCAL NO. 695 : Case XXIV  
For Final and Binding Arbitration : No. 25546  
Involving Law Enforcement Personnel : MIA -470  
in the employ of : Decison No. 17740-A  
SAUK COUNTY (Sheriff's Department) :  
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APPEARANCES:

Goldberg, Previant, Uelmen, Gratz, Miller, Levy & Brueg-  
gman, Attorneys at Law, by Mr. Scott D. Soldon,  
appearing on behalf of the Union.  
DeWitt, Sundby, Hugget & Schumacher, Attorneys at Law,  
by Mr. Robert M. Hesslink, Jr., appearing on behalf  
of the Employer.

ARBITRATION AWARD

On May 6, 1980, the undersigned was appointed by the  
Wisconsin Employment Relations Commission to serve as arbitra-  
tor of a collective bargaining dispute existing between Teamsters  
Union Local 695, hereinafter the Union, and Sauk County (Sheriff's  
Department), hereinafter the Employer or County. The appointment  
was made pursuant to Wisconsin Statutes 111.77(4)(b) which provides  
that the arbitrator select either the final offer of the Union or  
the Employer in its entirety. Hearing was held on July 11, 1980,  
at Baraboo, Wisconsin. No transcript was made of the proceeding.  
The parties filed post-hearing briefs which were exchanged by  
the undersigned on September 5, 1980.

FINAL OFFERS:

The final offers of the parties appear below.

FINAL OFFER OF THE UNION:

1. Current Contract (1978-79) to be continued except that  
all wages and benefits be retrocative (sic) to 1-1-80 and  
the addendum (wages) be increased in all steps and classi-  
fications by \$62.00 per month effective 1-1-80 from the  
1-1-79 rates and an additional \$66.00 per month effective  
7-1-80 from the 1-1-80 rates.
2. Effective 1-1-81 increase all wage steps and classi-  
fications by \$110.00 per month over the 7-1-80 rates.

This salary schedule shall be adopted on January 1, 1981  
unless the Consumer Price Index (Urban wage earners and  
clerical workers) for the national scale (1967=100) in-  
crease by more than 10.5% form (sic) the October of 1979  
to the October of 1980 reading. In the event that the  
increase in the Consumer Price Index does exceed 10.5%,

the parties agree to reopen only the 1981 salary schedule as set forth above for further negotiations.

3. Duration of agreement from 1-1-80 to 12-31-81.

FINAL OFFER OF THE EMPLOYER:

1. Contract term through December 31, 1980;
2. Economic adjustments retroactive to January 1, 1980;
3. All monthly salaries increased by 8 3/4% rounded to the nearest dollar;
4. Article XIII, Section 1 be amended to read:

"Existing benefits shall be maintained except where the language in the contract is otherwise."

POSITIONS OF THE PARTIES:

The Union argues that its final offer is the more reasonable of the two on several grounds. The Union contends that its offer makes the entire contract retroactive to January 1, 1980, whereas the Employer's offer specifies that economic matters are retroactive to that date. The implication of the Employer's offer, according to the Union, is that matters such as union security and grievance processing would not be retroactive.

Furthermore, the Union notes that the Employer's offer would modify Article 13, Section 1 so that existing benefits would be maintained "except where the language in the contract is otherwise." The Union avers that while it is unclear as to which benefits the section refers, the proposal clearly eliminates the force of the provision.

The Union also claims that its proposal of a two year agreement is more equitable than the Employer's proposed one year contract whose term would approach expiration upon issuance of the arbitrator's award.

On the issues of wages, the Union contends that the Employer's offer of an 8.75% increase is inequitable in view of the 1980 settlements it has reached with courthouse employees (9.1%) and highway department employees (9.3%). The Union costs its final offer as an increase for 1980 of 9.26%.

The Union asserts that its offer is supported on the basis of comparison to the compensation paid in the Columbia County sheriff's department. That department, according to the Union, was held to be most comparable to Sauk County in a 1977 interest arbitration award issued between the parties by Arbitrator Gerald Somers. The Union contends that since 1977, Sauk County sheriff's department employees have fallen behind similar employees in Columbia County. The Union notes that for 1980 top patrolmen in Columbia County earn \$1,247 per month, while top patrolmen in Sauk County would earn \$1,155 per month for the first six months of 1980 under the Union proposal, and \$1,221 for the last six months, compared to \$1,189 under the Employer's offer.

The Employer argues a determination of appropriate comparables should consider the relative tax rates among the counties proposed for comparison. Those tax rates show, according to the

Employer, a greater local tax burden for county services in Sauk County than in surrounding counties. Accordingly, the Employer reasons that its final offer is more consistent with the interests and welfare of the public. The Employer offers comparative data for similar employees in the counties of Columbia, Richland, Crawford, Grant, Lafayette and Vernon and in the cities of Baraboo, Lake Delton, Reedsburg, Spring Green and Sauk Prairie.

The Employer and the Union agree that comparisons between Sauk County and Columbia County are the most relevant. The Employer contends that its final offer of an 8.75% increase is more consistent with the 9% settlement in Columbia County for 1980 than is the Union proposal for adjustments of \$62, \$66, and \$110 over two years, which the Employer describes as an increase of 12.27% during 1980. The Employer contends that Sauk County salaries would be substantially above those paid in Columbia County in the second half of 1980 under the Union proposal. The Employer further argues that the Union's proposed across-the-board increase has the impact of compressing the already narrow salary differentials between job classifications.

The Employer avers that the total compensation of Sauk County employees compares favorably with that paid in Columbia County, and that the wages and fringes based on the median non-hazardous Sauk County employee and the mean hazardous Sauk County employee under the Union offer would substantially exceed similar compensation paid by Columbia County or other comparables. The Employer contends that in 1980 additional compensation and fringe benefits constitute 36% of the base salary for non-hazardous department employees and 40% of the base salary for hazardous duty employees in the unit. Employees of the sheriff's department, according to the Employer, are the highest paid among county employees.

With respect to its proposal to modify the maintenance of standards clause, the Employer claims that the present, broad language applies to the maintenance of all benefits whether enumerated or not and that the proposed revision would avoid confusion when a prior benefit is modified by contract language. The language offered, according to the Employer, is similar to that found in the Columbia County agreement and represents a clarification of intent.

The Employer argues that the Union has raised the issue of fair share under the Employer's retroactivity clause for the first time at the arbitration hearing. The Employer claims that the issue need not be considered by the arbitrator because 1) the issue of fair share during the interim from the date of the expiration of the parties' previous agreement to the date of this award is before the Wisconsin Employment Relations Commission; 2) the language of the Employer's offer does not preclude the Union from recovering the full cost of unit representation through escalated deductions upon issuance of this award; and 3) the legality of retroactive fair share deductions is subject to legal question.

#### DISCUSSION:

The arbitrator will first consider the County's proposal that economic adjustments be made retroactive to January 1 and the related issue of retroactive union security. The parties

have engaged in collective bargaining for a successor agreement for the terms and conditions of employment commencing January 1, 1980. The arbitrator sees no reason why all terms of the agreement should not be retroactive to that date. To hold to the Employer's position would potentially strip the contract of provisions previously agreed upon by the parties for the period of January 1 to the date of this award. In the instant proceeding, it appears to the undersigned that the sole impact of the County's retroactivity proposal would be to significantly penalize the Union for the length of negotiations and the arbitration process by denial of its negotiated union security. The County has provided no rationale for the suspension of union security provisions or other previously negotiated non-economic contract terms during the interim. The undersigned would reject the County's retroactivity proposal standing alone.

The Union proposes a two year agreement with a salary reopener for 1981 in the event that the October, 1980, cost of living index exceeds 10.5%. The undersigned notes that the parties' previous agreement was for two year's duration. In addition, the Union proposal makes all contract terms retroactive to January 1, 1980. This arbitrator is persuaded that with respect to duration, the Union offer is more reasonable.

With respect to the Employer's proposed modification of Article XIII, Section 1, the undersigned finds no substantiation of the alleged confusion the Employer seeks to address. On the contrary, the arbitrator is of the opinion that such modification is confusing in itself and subject to several interpretations.

The undersigned has thoroughly reviewed the exhibits offered by the parties with respect to the salary issue. The parties agree that Columbia County is the most relevant for comparison herein.

The County's exhibits show the following total monthly wage and fringe benefit costs by final offer and for Columbia County:

	1979	1980 County Offer	1980 Union Offer		1980 Columbia County	
			1/1	7/1 1981		
Mean cost per hazardous employee	\$1476	1600	1558	1640	1778	1591
Median cost per non-hazardous employee	\$1310	1424	1383	1458	1591	1386

While the Employer's offer of data on average costs for hazardous duty employees is useful in an analysis of the offers, it was disclosed at the hearing that salary data was omitted for certain, unidentified employees. Accordingly, the value of comparisons based on such incomplete data is limited. The arbitrator is satisfied that the figures offered by the Union on average wage rates and top position salaries are appropriate for purposes of comparison. That data is as follows:

	1979	1980	1980		1980	
		County Offer	Union 1/1	Offer 7/1	Columbia County	
Average monthly salary (all unit employees)	\$1025	1115	1087	1153	1263	1204

The Union's data provides the following salary levels for top positions by classification:

POSITION	1980 SAUK COUNTY			1980 COLUMBIA COUNTY
	Union		County	
	January 1	July 1		
Law Enforcement Clerk, Matron	\$855	\$921	\$862	\$954
Secretary Bookkeeper	\$921	\$987	\$934	\$994
Dispatchers, Jailors	\$1,105	\$1,171	\$1,134	\$1,188
Jail Sergeant, Patrolmen	\$1,155	\$1,221	\$1,189	\$1,247
Radio Technician	\$1,180	\$1,246	\$1,216	
Investigators, Sergeants	\$1,205	\$1,271	\$1,243	\$1,304
Chief Investigator, Lieutenant	\$1,255	\$1,321	\$1,297	

From the foregoing, the undersigned has calculated salary adjustments over the course of 1980 for top positions in various department classifications. Under the Union offer, matrons at the top of the salary range would receive an 11.9% increase, jailors a 9% increase, patrolmen an 8.6% increase and lieutenants a 7.9% increase. The County's final offer for all positions in 1980 is an 8.75% increase. The Union costs its offer at 9.26% for 1980. The undersigned is satisfied that the higher percentage adjustments for lower department classifications under the Union offer maintains the relationship between salary levels paid for similar positions in Columbia County.

This arbitrator is persuaded that the Union proposal on salary is the more reasonable of the final offers in view of the increase in the cost of living (12.1% during the first eight months of 1980), other County settlements (9.1% to 9.3%), and comparable salaries and increases in Columbia County.

Having concluded that the final offer of the Union is preferable on retroactivity, duration and salary, the arbitrator makes the following:

AWARD

That the final offer of the Union be incorporated in the collective bargaining agreement between Sauk County (Sheriff's Department) and Teamsters Union Local 695.

Given this 15 th day of October, 1980 at Madison, Wisconsin.

BY:

Kay B. Hutchison  
Kay B. Hutchison, Arbitrator