

RECEIVED

OCT 17 1983

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

\* \* \* \* \*  
\* In the Matter of the Petition of \*  
\* CRAWFORD COUNTY SHERIFF'S DEPARTMENT \*  
\* EMPLOYEE LOCAL 1972 WCCME, AFSCME, AFL-CIO \*  
\* for Final and Binding Arbitration \*  
\* Involving Law Enforcement \*  
\* Personnel in the Employ of \*  
\* CRAWFORD COUNTY \*  
\* (SHERIFF'S DEPARTMENT) \*  
\* \* \* \* \*

Case XXVII  
No. 29763 MIA-680  
Decision No. 20451-A

I. APPEARANCES

Dennis M. White, Attorney at Law, Melli, Shiels, Walker & Pease, S.C.  
on behalf of the County.

Daniel Pfeifer, Staff Representative, Wisconsin Council 40,  
AFSCME, AFL-CIO on behalf of Local 1972.

II. BACKGROUND

Sometime prior to March, 1982, the parties began negotiations for a successor agreement to the 1981 Collective Bargaining Agreement. On March 22, 1982, the County filed a petition requesting that the Wisconsin Employment Relations Commission issue a declaratory ruling, pursuant to Section 111.70(4)(b) of the Municipal Employment Relations Act, as to whether the County had the enforceable duty to bargain collectively with Crawford County Sheriff's Department Local 1972 with respect to certain proposals submitted by the Union during the course of negotiations.

On May 20, 1982, the County filed a petition with the Wisconsin Employment Relations Commission requesting that the Commission initiate final and binding arbitration pursuant to Section 111.77(3) of the Municipal Employment Relations Act, with regard to an impasse existing between the parties with respect to wages, hours, and conditions of employment for law enforcement personnel for the year 1982 and 1983. Prior to and after the following of said petition, a member of the Commission staff conducted an informal investigation and mediation. The matter was held in abeyance pending the resolution of the declaratory ruling. The Commission issued its decision in the petition for the declaratory ruling on December 3, 1982. The parties, thereafter, submitted last and final offers. On March 17, 1983, the investigator advised the Commission that the parties were at impasse, and the Commission ordered the parties to select an Arbitrator.

The undersigned was selected as Arbitrator. A hearing was conducted May 26, 1983, at which the parties first directed their attention to narrowing and defining the issues. However, several issues remained at dispute. Based on the additional agreements, the parties agreed to revise the stipulations of the parties and their respective final offers to reflect the items which were resolved. The revised stipulations are attached as Appendix A, the County's revised final offer is attached as Appendix B, and the Union's revised final offer is attached as Appendix C.

The hearing was held wherein the Arbitrator received evidence and testimony in support of the respective parties' positions. The parties reserved the right to submit briefs and reply briefs. The final reply brief was received on July 22, 1983.

Based on the evidence, the arguments, and the criteria set forth in the relevant statute, the following award is rendered.

### III. ISSUES

An overview of the final offers reveals differences in the following areas:

- A. Article IV - Rules and Regulations
- B. Article XVII - Holidays
- C. Appendix A - Wages

#### A. Article IV

The Union proposes no change in Article IV, Section 4.01, which reads as follows from the 1981 Contract:

"4.01 In keeping with the above, the Employer shall adopt and publish rules which may be amended from time to time provides, [sic] however, that such rules and regulations shall be first submitted to Union for its consideration and amendments prior to adoption."

The County's offer on Section 4.01 makes reference to rules "relating to wages, hours, and working conditions", i.e. mandatory subjects of bargaining. It states:

"4.01 The Employer may adopt and publish rules relating to wages, hours and working conditions which may be amended from time to time, provided, however, that such rules and regulations shall be first submitted to the Union for its consideration prior to adoption."

The most glaring difference in the offers in respect to rules and regulations is Section 4.02. The Union proposes that rules relating to mandatory subjects will be effective 15 days after the submission of them to the Union if no action is taken by the Union to alter them, etc. The disputed rules could then, under the Union's offer, be reviewed in the Grievance Procedure and then presumably appealed to arbitration in the event there was no voluntary resolution of the dispute. The County proposes essentially the opposite. Under the County's proposal, the rules become effective 15 days after submission, and if there is a dispute regarding the rules, they will be in effect pending resolution of the rules disputed in the Grievance Procedure and/or arbitration.

The Union also submits a proposal regarding rules and regulations relating to subjects other than wages, hours, and working conditions. It is set forth in their final offer and essentially recognizes the right of the Employer to adopt rules and regulations--regarding what are usually regarded as permissive subjects--but requires 15 days advance notice to the Union and reserves the right to arbitrate the reasonableness of the rules.

B. Article XVII

The Union proposes no change in Section 17.01. Taken from the 1981 Contract, it states:

"17.01 Holidays: All regular employees shall be entitled to the following holidays with pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and Good Friday."

The Employer's proposal on Section 17.01 adds a floating holiday in addition to those previously listed in Section 17.01.

The Employer proposes no change in Section 17.02 which previously stated:

"17.02 All employees shall receive holiday pay pursuant to section 17.01 which shall be regular straight-time pay. Employees who work on a holiday or any part of a holiday shall receive additional pay at the rate of one-half the normal straight-time pay for the day worked. In addition, all employees whether or not they worked on any holiday during the term of this Agreement shall receive six (6) days of compensatory time off at straight-time pay during the term of the Agreement. Compensatory time shall be arranged by the Sheriff. It is understood that six (6) days of compensatory time will not be taken consecutively. Compensatory time must be taken during the term of the Agreement and may not be carried over from year to year."

The only change the Union proposes in Section 17.02 from the previous Contract is to compensate employees who work on holidays at the rate of "one and one-half" days their normal rate rather than at "one-half" their normal rate under the old Contract.

C. Appendix C

Both offers propose to delete, revise, and add several classifications. The differences relate to general wage increases, and a wage adjustment for the secretary and the radio operator.

The Union proposes a general wage increase of 6 percent on January 1, 1982, 4 percent on July 1, 1982, and 6.2 percent on January 1, 1983.

The County also proposes a 6.2 percent increase on January 1, 1983, but proposes only one increase of 7.75 percent for the year 1982 effective January 1.

The County makes no offer of a wage adjustment for the radio operator. The offers on the secretary position are reflected below:

	<u>1/1/82</u>	<u>1/1/83</u>
<u>UNION:</u>		
Start	\$849.05	\$901.69
6 Months	882.75	937.48
1 Year	916.45	973.27
<u>COUNTY:</u>		
Start	\$821.87	\$872.83
6 Months	855.57	908.62
1 Year	889.27	944.40

There is also a dispute over two ancillary issues, those being costing of the packages and comparables. They will be noted and analyzed below.

IV. ARGUMENTS

A. Costing

1. County

Generally the County contends that the total cost of the Union's offer is substantially higher than the County's. They believe the compounded increase in wages and fringe benefits over the two-year period is roughly 20.64 percent under the Union's offer and is roughly 16.02 percent under the County's offer.

They direct attention to Union Exhibit 16 which appears below:

COST OF SETTLEMENT				
ISSUE	COUNTY		UNION	
	1982	1983	1982	1983
Wages	7.75%	6.2%	8.20%	6.2%
Radio Operator				
Sergeant Adj.	.00		.68	
Secretary Adjustment	.11		.27	
Clothing Allowance	.18		.18	
Vacation	.00		.00	
Holidays	.41		1.64*	
TOTALS	8.45%	6.2%	10.89%	6.2%

\* If they work four holidays

The County notes that Union Exhibit 16 claims that the Union's wage offer is less than one-half of one percent greater than the County's wage offer in 1982 and that in 1983, the wage offers are identical. The Union exhibit thus explains the difference in the proposals as primarily due to the holiday compensation proposal.

In the County's opinion, Union Exhibit 16 is illusory. It fails to explain the substantial monthly pay differentials that appear in the final offers of the parties. Therein the 1983 difference in monthly pay is in the range of \$28 per month for radio operators to \$41 per month for traffic sergeants. Thus, pay differences arise from the fact that the Union has

The County believes that the impact of the split in the Union's offer results in the Union's offer for 1983 being 1.8 percent greater than the County proposal. When the compound effect of one increase on top of the other is accounted for, the County believes that on wages the offers compare over two years as follows:

COUNTY	14.43%
UNION	17.82%

The County costs fringe benefits including health insurance and retirement and the Union's holiday proposal. They believe the Union is proposing 1.2 percent more in fringes than the County. When these factors are considered with the increase in wages, the Union is proposing a total package which is 4.62 percent greater than the County's or 16.02 percent versus 20.64 percent.

## 2. Union

In reply to the County's costing, the Union asserts there is an error in the Employer's position. The Employer claims that the Union is increasing the base over two years by 17.82 percent (i.e. 10 percent in 1982 plus 6.2 percent in 1983 compounded). Even assuming the Employer's argument is correct, the mathematics are not. Ten percent compounded by an additional 6.2 percent is 16.82 percent and not 17.82 percent. It appears to the Union that the Employer is trying to circumvent the real issue by lengthy discussions of compounding in the 1983 wage increase. The open issue, according to the Union, is the 1982 wage increase. They note that the 1983 increase has already been stipulated to and agreed upon. Although the Union realizes there will be an impact on 1983 wages, the issue here is that the cost difference between the 1982 offers is only one quarter of one percent, and the Union contends that the split increase is justified because of the need for catch up. The Employer claims, in its brief, "that the Union's wage offer exceeds the County's wage offer by 3.39 percent over a two-year period." This claim is inaccurate in two areas according to the Union: (1) the compounded increase in the rates under the Union proposal is 16.82 percent, thereby making the difference 2.39 percent and (2) the aforementioned is not reflective of the cost of the wage offer, but the increase in the base is over a two-year period.

In respect to the Employer's costing of retirement and health insurance, the Union takes the position that several arbitrators do not feel the cost of retirement should be costed in packages. Any law enforcement employee who receives an increase in wages will automatically receive an increase in retirement. The Union also rejects the Employer's inclusion of health insurance as a costing factor. There was no evidence submitted as to health insurance increases in comparable counties; therefore, no appropriate comparisons can be made. Further the insurance provisions within the various Crawford County unions are the same with the same cost increases.

### B. Comparables

#### 1. County

The County believes the following counties should be used as a comparable basis:

Lafayette      Richland      Iowa      Vernon      Grant

The County contends that it should be compared to contiguous counties that are comparable in population, per capita income, property tax, welfare expenditures, and rural in nature. The County contends these criteria are used in determining comparable units. In this respect, they cite Green County Deputy Sheriff's Association, Decision No. 18140-A (1981). Moreover, Lafayette, Richland, and Iowa Counties are closest in population. Vernon and Grant Counties are larger in population and tax base, but they both share a border with Crawford County. Hence, they have included them in their comparables; although, they note that they all have substantially greater resources than Crawford County. The County objects to the inclusion of Juneau, Sauk, and Monroe Counties as comparables. They believe that they are not comparable, because they are farther away from Crawford than any other named counties. It is also doubtful that these three counties consider themselves a southwest county which has a commuter work force orientation toward Iowa or the Mississippi River. In particular Sauk County is in opposite. It is located in the heavy tourist area of the state so that it has a larger tax base and a larger population base. Significantly, Sauk County Sheriff's Department consists of 47 employees which is more than double the size of Crawford County's force. This larger force illustrates a greater need for a larger police force and for tax dollars that are allocated to it due to the tourist trade. Thus, Sauk County should not be used as a comparable.

In respect to the Union's inclusion of the city of Prairie du Chien as a comparable, they suggest the city was selected as a comparable on the obvious basis that the city pays more to its deputies than do any of the counties selected by the Union except Sauk County. No explanation was given by the Union for the city's high ranking. Testimony from County officials indicate that the city of Prairie du Chien has historically paid its employees higher than the County and that the city has financial problems.

They recognize that the statute does not define a comparable "public sector community" nor does the statute state whether cities should be compared with counties. However, cities and counties have historically had different statutory powers and the legislature has treated counties and cities separate in many legislative acts. Moreover, city deputies have less rural road duties and travel than county deputies so that their duties are not the same. In all probability, city officers are also exposed to a greater frequency of violence and potential injuries than county deputies, inasmuch as crime has historically tended to be concentrated in urban areas.

They also believe there is legitimate basis for drawing some distinction between city and county departments with respect to compensation and again they cite Green County Deputy Sheriff's Association, supra, wherein Arbitrator Imes concluded while there was some similarity of duties between the city of Monroe officers who were paid more than the Green County counterparts, she preferred to look at other counties for determining comparability.

## 2. Union

Regarding their inclusion of Juneau, Monroe, and Sauk Counties as comparables, the Union is at a loss to explain why the Employer feels they should be excluded. The Employer has chosen to include Grant County which has the largest population of any county selected by either party but has chosen to exclude counties which are geographically close, claiming that their greater population excludes them as comparables. The Union believes that the Employer has taken this position as a tactical matter, because the inclusion of

those counties as comparables would favor the Union's position. It appears to the Union that the Employer has not looked for comparable counties, but has looked for counties which make its position look more favorable and then argued that the counties are comparable.

In respect to the Union's use of the city of Prairie du Chien police department, the Union contends this is a very important comparison because both the Sheriff Department employees and the city police employees come from the same labor market. Furthermore, the Employer's brief claims that "the city deputies have less rural duties and travel than do county deputies." It is the Union's position that such responsibility should generate greater compensation rather than less compensation.

### C. Article IV - Rules and Regulations

#### 1: County

The County takes the position that its proposal to change Article IV is justified and preferable. The County recognizes that arbitrators do not like to change "language items" but prefer that the evidence of need be shown before removing the language negotiated between the parties. They submit that a need for Article IV has been positively shown.

In reviewing the proposal, the County notes that under their proposal for Article IV, if the Employer wants to adopt new rules relating to mandatory subjects of bargaining, it will negotiate with the Union first for 15 days over the rules. If no agreement is reached, the rules can then be implemented. However, the Union can still, thereafter, arbitrate over the reasonableness of the rules. The Union, after modifying its proposal, now desires that new rules over mandatory subjects of bargaining not be implemented if the Union objects and that the Employer has to have an arbitrator clear the rules to be reasonable before the Employer can implement them. The current Article IV in the 1981 Agreement is structured along the Union's proposal. The County views their proposal as relatively "standard" language, and they believe it protects against abuse by the availability of arbitration over the reasonableness of the rules. Moreover, the other Crawford County bargaining units do not have such restrictions on rule modifications as exist in the 1981 Agreement or under the Union's proposal. In addition, other counties do not have the restrictions on rule modifications. Thus, the existing Article IV and the Union proposal contain the most onerous restrictions on that of the Employer of any of the surrounding counties. Moreover, the County's proposal revised Article IV and still accords the Union more input into rule modification than is accorded to unions in other counties.

The County also believes they presented evidence at the hearing which demonstrated the need to adopt the Employer's proposal. Under existing Article IV, it took 30 days of "wrangling and argument" just to get deputies to change the manner of filling out daily records of time sheets. The disrespect for authority that is encouraged by the existing Article IV is amply demonstrated by a deputy's decision to fill out his daily record on toilet paper. No sheriff should be compelled to tolerate such affronts to his rule making and authority. Moreover, negotiations over new rules in certain standard operating procedures have been at a stalemate now for over a course of an entire year. Sheriff Fillbach testified about the Union's reluctance to agree to a rule prohibiting maltreatment of prisoners.

The County views that latitude in making rules and policy changes is vitally necessary. Historically the sheriff has been statutorially liable for the misconduct of his deputies. That statutory liability, even if modified under state law, has

now been increased by federal court constitutional decisions making municipal officials personally liable for punitive damages for policy or actions which deprive persons of their civil rights. Moreover, that liability for punitive damages has been extended to cases of gross neglect of constitutional rights. Hence there is a need for a sheriff to rapidly revise rules and procedures in order to ensure compliance with fast-changing court interpretations of the law. Neither the existing Article IV nor the Union's proposed Article IV accommodate that need.

## 2. Union

The Union notes that the County's proposal would result in being able to adopt and implement any rules and regulations without first, arbitrating, if necessary, their reasonableness. Additionally, they note the issue is clarified in the declaratory ruling, whereby the current contractual language was found to be applicable only to mandatory subjects of bargaining. The Union modified its proposal to include the current language for mandatory subjects of bargaining and included new language which would allow the employer to immediately implement rules and regulations that did not apply to mandatory subjects of bargaining. Therefore, the only issue before the Arbitrator is whether the current language, which allows the arbitration of the reasonableness of rules and regulations prior to the implementation, should be applied to mandatory subjects of bargaining.

The Union takes the position that in order for the status quo to be changed, the Employer must show that some damage or irreparable harm has occurred. The sheriff testified that no such harm has occurred. In addition, the current dispute only involves mandatory subjects of bargaining, and it is the position of the Union that such areas are best addressed at the bargaining table. Further they note the Union is seeking only to maintain the status quo on mandatory subjects of bargaining. It has been the position of the Union that the County's fear of liability has been abated because most of the issues where the County might retain liability fall under the area of non-mandatory subjects of bargaining.

Regarding the infamous toilet paper incident, the Union believes that the County is way out of line in submitting this incident as justification for changing the status quo in relationship to rules that affect mandatory subject of bargaining. Every work place has or should have a certain amount of levity. If the sheriff takes it as a severe personal affront because an employee simulates a time sheet on toilet paper and posts it on the Union bulletin board, then the Union perceives a problem with the sheriff and not the work rules.

## D. Holidays

### 1. County

First the County notes that the existing holiday language has been in the Contract since 1975. The problem with the Union's proposal on holiday pay is that it must be placed in context with the rest of the economic package. Union Exhibit 16 indicates that the holiday proposal alone accounts for a 1.64 percent increase in the settlement cost. This increase arises because the proposal requests an equivalent of an extra 16 hours of pay over the current pay on each of the eight holidays in the Contract. The Union has not advanced any compelling reason to justify the need for such a substantial increase in holiday pay.



The County asserts that under the existing system the deputies are not significantly below the compensation of other counties. First, they worked a six and three schedule in comparison to most counties so that they usually obtained an extra day off per month without loss of pay. Beyond this, under the existing system, they obtain the equivalent of one and one-half extra days of pay for six of the holidays. This is because they suffer no loss of pay if the holiday falls on an "off day" but they obtain six compensatory days to use at a later time. Then, if they work on a holiday, they have the compensatory day plus they receive extra pay of one half the normal rate. Thus, the compensatory time plus the one-half extra pay are the equivalent of one and one-half days of extra pay in addition to their monthly rate.

They note, in comparison, that Grant and Iowa only receive extra pay of eight hours on a holiday as well as the day off (or two times the rate). In respect to the comparables, they view Crawford County as in the middle of the pack as the language now is. In contrast, they view the Union's proposal as seeking to move Crawford to the highest paid unit in terms of holiday compensation. This occurs because, according to the County, the Union's proposal was a "sneaky way" of getting three and one-half times the regular rate for working a holiday. Under the Union's proposal deputies would receive: one, no loss of pay on the holiday; two, plus an extra day of pay outright; three, plus an extra one and one-half day of pay if they worked a holiday (in addition to their extra one day of pay granted outright); four, plus maintaining the six compensatory days. Thus, the Union's offer not only matches Richland and Lafayette Counties but forges ahead of them by keeping the six compensatory days as well.

## 2. Union

The Union proposes an adjustment in the method by which an employee is compensated for working a holiday. Currently an employee working on a holiday receives compensation of 12 hours. An employee not working a holiday receives no additional compensation. The Sheriff Department employees have eight holidays cited in the Contract and receive six floating holidays. The Union is seeking a provision whereby employees who work on a holiday would receive 20 hours of compensation.

The Union presents an exhibit that shows a comparison of the holidays paid in comparable communities within Crawford County, and for the Prairie du Chien police department. In actuality, the holidays cited in the Contract serve no purpose but to specify as to when an employee receives time and one half for working. This is because employees who do not work the holiday do not receive an additional day off or any other compensation for the holiday. They note that many arbitrators have found that internal comparisons, especially within the same union, carry great weight. The other two Crawford County AFSCME unions receive nine holidays and are compensated as follows: the employees receive a day off with pay for each holiday. If the holiday falls on a weekend, the employee receives an additional day off. If an employee works on a holiday, then they are compensated for 20 hours. The city of Prairie du Chien police department has ten holidays and is compensated as follows: if an employee is scheduled off, he receives an additional eight hours of compensation. If an employee is working on a holiday, he receives 20 hours compensation. Union Exhibit 14 also compares holiday compensation of Crawford County to that of surrounding communities. The Union asserts that the data indicates that Crawford County ranks at the bottom among these jurisdictions.

The Union is confused by the Employer's contention that they are requesting 16 hours pay over their current holiday pay and that the Union would be getting three and one-half times the regular rate. The Union does not agree with this analysis of their final offer.

They believe the Employer has made the issue more complicated than it really is. Currently, there are eight holidays specified in the Contract which is lower than the norm. If an employee does not work on a holiday, he/she receives no additional compensation. If an employee works on a holiday, he/she receives one-half time in addition to his/her regular pay. In addition, each employee receives an additional six days off during the course of the year. It is the opinion of the undersigned that the aforementioned six days is to compensate for the fact that the employees who are off do not receive any additional compensation. The Union's proposal for 1982 is the same as the 1981 language except that employees who work on a holiday are to receive time and one half in addition to their regular pay rather than one-half time in addition to their regular pay. The Union's offer will thus grant the employees an additional eight hours for working on a holiday rather than the 16 hours that the Employer's brief states. Employees would be entitled to time and one half in addition to their regular pay for working the holiday and would receive personal days. The Union also does a comparison between holiday pay received by the Prairie du Chien police department and other Crawford County employees. The city police have ten holidays and receive eight hours compensation for not working on a holiday and receive time and one half in addition to their regular pay when working on a holiday. The Union assumes that in their comparison the employees work on one half of their holidays. Their comparison is as follows:

<u>Sheriff's Department</u>	
6 personal days X 8 hours	48 hours
8 holidays X $\frac{1}{2}$ (working $\frac{1}{2}$ of the Holidays) X 20(8+12)hrs.	80 hours
Total	<u>128 hours</u>
<u>Police</u>	
10 holidays X $\frac{1}{2}$ (off $\frac{1}{2}$ of the Holidays) X 8 hrs.	40 hours
10 holidays X $\frac{1}{2}$ (working $\frac{1}{2}$ of the Holidays) X 20(8+12) hrs.	100 hours
Total	<u>140 hours</u>
<u>Other Crawford County Employees</u>	
9 holidays X $\frac{1}{2}$ (off $\frac{1}{2}$ of the Holidays) X 8 hrs.	36 hours
9 holidays X $\frac{1}{2}$ (working $\frac{1}{2}$ of the Holidays) X 20(8+12)	90 hours
Total	<u>126 hours</u>

The Union believes the above comparison shows that Sheriff Department employees, even under the Union's offer, are behind the holiday compensation received by the Prairie du Chien police and, assuming that other County workers work on holidays, the Union's offer would place the internal comparison at almost an equal level. Based on this comparison, they believe it is not true that the Union's offer would generate three and one-half times the regular rate. The Union is only seeking to achieve some sort of parity in regard to holiday compensation with the comparables.

## E. Wages

### 1. County

In general terms, the County cites Vernon County (Court-house), WERC Decision No. 19843-A, (1982) wherein Arbitrator Haferbecker made the following comment about an AFSCME final offer which he rejected: "The Union is asking the arbitrator to approve a big package--wage increases that will raise the wage base over 18 percent in two years, increases at five fringe benefits, an equity wage adjustment..." The County believes that much the same comment can be made in the instant case. The Union is asking for a substantial increase, notwithstanding a relatively generous offer already made by the County. In these circumstances and in today's economic climate, the Union offer is simply not reasonable. The burden is on the Union to show that its offer is more appropriate than the Employer's and the Union has not met this burden.

They believe the Union's final offer is apparently premised upon the philosophy that the County should grant a higher increase because the County has reduced taxes in 1983: Stated in another way, if a governmental unit exercises fiscal conservatism and does not spend all its funds or does not increase its budgeted programs, the Union apparently believes that in these circumstances that any saved or unspent funds should automatically be given to employees rather than returned to the taxpayers in the form of tax relief. They doubt that such a philosophy is shared throughout the County, particularly among the 9 percent unemployed or among those at a major factory who were laid off for most of 1982 and received no wage increases in 1983. Tax cuts during recessions are welcome relief for the taxpayer and should not be jeopardized by higher settlements that will simply cause the need for future tax increases.

The County also finds support for their proposal in a combination of consumer price index and comparable settlement data. Even short of these considerations, they think that the fact that Crawford County is the poorest county in the immediate geographic area, that it has less population, less per capita income, less valuable property, and the lowest taxable base of any surrounding counties, would justify their argument that an extraordinarily high settlement should not be imposed upon the county. Due to the County's relative lack of wealth, it would seem reasonable that the offer which is most preferable is the one which does not greatly deviate from the norm for that year. The norm, in their opinion, is best measured by a mix of the CPI with the pattern of settlements in this area. In this regard, both the County's and the Union's total package offers exceed the Consumer Price Index for 1982 and 1983 just as both exceed the settlement patterns for 1982 and 1983. In fact, under the County's offer, the settlement will be the highest in the area.

Additionally, the County takes the position that their offer best parallels the historical rankings within the comparable counties. They draw attention to their belief that the thrust of the Union exhibits with regard to "real wages" is to contend that there is a need for "catch up" in salary rates. The Union's contentions, however, ignore the fact that the Union has been "catching up" with other counties for the past three years. Indeed, the Union will continue that pattern even under the County's offer, since the County's offer for 1983 is the highest in the area and substantially exceeds the CPI for 1983.

The County notes that deputies and dispatchers constitute the bulk of the work force in the department. Of the six county areas surveyed, Crawford County in 1980 paid its traffic deputies and dispatchers the least of any counties. After a substantial increase in 1981, however, the County then ranked four out of five in wages paid to traffic deputies and ranked fourth out of five in wages paid to dispatchers. Under the County's proposal, traffic deputies would rank fifth out of six in 1982 and 1983 but the dispatchers would move to fourth out of six in 1982 and 1983. Equally significant, the monthly dollar differential between Crawford County and the other counties would have been substantially lessened in these four years. For example, in 1980 the top dispatcher in Crawford County was \$95 per month behind the top dispatcher in Iowa County. In 1983, under the County's proposal, the same positions had only a \$45 per month differential. Thus the County's proposal not only retains the relative historical ranking of Crawford County, but it even slightly improves the ranking.

In contrast, the Union's offer moves traffic deputies from sixth in 1980 to third in 1982 and 1983 and moves the dispatchers to fourth in 1982 and 1983. The fourth place ranking of dispatchers, however, is at a monthly rate that is barely behind Iowa and Vernon Counties so that dispatchers are close to being ranked second. Moreover, the Union's offer pulls the traffic sergeant up to second place from his historical third place ranking and moves the secretary to second place from her historical third place ranking and moves the radio sergeant up to first place from a historical ranking of about third. These rankings resulting from the Union's offer are not justified in light of the County's last place ranking in economic base.

The County takes the position that the Union's offer holds no compelling justification for this rapid escalation of the historical ranking of the employees. To the extent that the Union contends that it is demanding money to "buy out" the restrictive contract language, the County submits that the buy out has been made in the past three years and that the County now compares favorably relative to its economic revenues. Moreover, even the Union's argument does not explain the need to increase the County's ranking so dramatically. Accordingly the Union's offer should be rejected.

The County based part of their argument on wages on what could be referred to as internal comparables. They contend that the County's offer in the instant case not only includes the same percentage increase given to other units, but the offer also includes grants of two additional fringe benefit increases that create equality with the other County bargaining units. These are the ninth holiday and 15 days of vacation after ten years of service. Moreover, the health insurance contribution is consistent with all units.

In the County's view, internal comparability with other units should be accorded great weight. It would be unfair to other bargaining units to break the pattern of consistency obtained among the units as a whole. The Union has shown no compelling need to break away from applying the internal comparables--particularly when the Employer's offer already exceeds the CPI and exceeds other settlements and slightly increases the relative position of the employees on external comparables.

In specific reference to the proposals on the radio sergeant and secretary, they believe that the County offer is most reasonable. They suggest the Union proposes a 28.7 percent increase in the radio sergeant and a 21 percent increase for the secretary over a two-year period. The County proposes the same increase for the radio sergeant that other employees receive and proposes a 16.67 percent increase for the secretary.

In regard to the radio sergeant, the Union contends that he should be paid the same as the traffic sergeant. Union witness, Gary Sporsty, acknowledged under cross examination that the radio sergeant has historically been paid less than the traffic sergeant. The Union has shown no compelling reason to change the historical pattern. Also important in this regard is to realize the parties agreed to create a utility person effective February, 1983, who is destined to work for both traffic and radio sergeants. The Union argues that the utility person is under the supervision of the radio sergeant so that the radio sergeant should be paid more than the person he supervises. The County argues that it is just as true that the utility person is under the supervision of the traffic sergeant. Furthermore, the radio sergeant has historically been paid less than traffic deputies. In any event, this is a short-term problem for the duration of 1983. The significant fact is to look at how the Union's pay proposal for radio sergeant compares to other counties. The Union's proposal for a \$1,412 monthly salary would make him the highest paid radio sergeant in six counties even though he works for the poorest. The Union's proposal equals a 28.7 percent increase over the 1981 base; thus, the Union's solution to a short-term problem is rather severe. The Union's proposal in respect to the secretary will result in her being the second highest paid secretary in the six-county area instead of the third highest paid as proposed by the County.

The Union tries to compare the secretary to a clerk typist III; however, the testimony does not establish that her job was exactly the same as a clerk typist III. Significantly, the clerk typist III has a written job description indicating that one of the duties is the supervision of other clerical employees which the employee in question does not do. Thus, her job is more comparable to the clerk typist II as the County has proposed. The County recognizes some additional responsibility in her job by according her a rate slightly above clerk typist II. As a result, her two-year wage increase under the County's proposal is already 16.67 percent.

## 2. Union

Generally speaking, in terms of comparisons, the Union believes that one of the reasons that the mediation/arbitration law was instituted was to generate similar wage rates for similar positions in similar areas. The Employer appears to be discounting this. The Employer maintains, according to the Union, that if you are historically in last place, you should remain there. The Union disagrees with that concept. In relation to the issue of catch up, the Employer states that "most arbitrators place little weight upon such contentions during recession...". Employers continuously say that employees cannot expect to keep up with the cost of living during periods of high inflation. Now employers are saying that employees cannot expect catch up during recessions. Thus, employees whose wage rates are behind are in a Catch 22 situation. The Union compares the wages in Crawford County Sheriff Department to those in similar and surrounding counties. The Union interprets their data as showing that the employees of Crawford County generally lag behind employees similarly employed in comparable communities. The Union's offer generates a ranking of third while the County's is fifth for the deputy position. It is noteworthy that even if the Union's offer is awarded, Crawford County will still be substantially behind the number 1 and 2 counties (Richland and Iowa) but will be very close to the number 4 and 5 counties (Vernon and Grant). Also noteworthy is the fact that the comparables used by the County generate an average of \$1,261; thereby, making the Union's offer of \$1,219 the more reasonable. The comparisons of the radio/operator-dispatcher wages indicate the ranking of number 4 will be maintained under either offer. The average wage of

dispatchers in County 5 is \$1,210.60. The Union takes the position that its final offer of \$1,194 is the most reasonable.

They also make comparisons with the city of Prairie du Chien police department. Their data indicates that both the sergeant and deputy positions in Crawford County are behind those in the city. The radio operator position of the County is paid at a higher rate than in the city, but the important factor in that relationship is that the County radio operators have the power of arrest--city radio operators do not. Regarding the comparisons made by the County internally, the Union suggests the Employer is guilty of a contradiction. At one point, the Employer stated "it would be unfair to other bargaining units to break the pattern of consistency obtained in the two bargaining units." The Union further alleges that the Employer's offer is inconsistent with this statement. They cite testimony indicating that in 1980 the Sheriff's Department was in the second year of a two-year agreement and that employees in other Crawford County units received a greater wage increase in 1980 than did the Sheriff's Department. Moreover, the Sheriff's Department requested a reopen of the second year of the 1979-80 Contract. regarding wages, but the County refused their request: Thus, it appears that, to the Union, the County is saying it would be unfair to give the Sheriff's Department employees more in 1982 than other employees, but it was fair in 1980 to give the other employees more than the Sheriff Department employees.

The Union also feels that its use of the split wage increase is justified. It is the position of the Union that split increases are justified where a need for "catch up" is indicated. They believe that the instant case is a "catch up" case. The employees are trying to catch up to employees in comparable counties, to the city of Prairie du Chien, and to wage increases received by other organized employees of Crawford County that were not received by the Sheriff Department employees in 1980.

In respect to the cost of living criteria, the Union notes that many arbitrators have found that when attempting to justify wage increases for the current year, the previous year's index should be utilized. The Union has, therefore, submitted an exhibit to justify its 1982 wage increase. The increase in the CPI for 1981 was 8.7 percent. The Union takes the position that the increase in the CPI justifies its wage rate with an annual cost of 8.12 percent rather than the County's wage offer of 7.75 percent.

The Union also submitted exhibits which they contend show the affect of increases in CPI over the last six years. They point out that the employees' real wages have decreased since 1967 and, even if the Union offer is awarded, the real wage rate would only be approximately equivalent to that of 1979. The Union takes the position that its final offer is more reasonable because it generates a greater recouping of the losses in real wages.

In respect to total compensation criteria, they submit exhibits which show the overall compensation. They take the position that Crawford County is behind in the area of county health insurance. For instance, of the counties compared, Crawford County ranks last in the County's share of the single plan. The average paid by comparable communities for the single plan is 95.88 percent whereas Crawford County is 80 percent. Crawford County ranks second to last in their payment toward the family plan premium. The average of the comparable communities' share of the family plan is 87.57 percent whereas Crawford County pays 80 percent. Iowa County has dental insurance, Crawford County does not. Moreover, Juneau, Monroe, Richland, and Sauk Counties have better vacation policies.

When comparing total compensation of the employees to the police department in the city of Prairie du Chien, it is also evident that the Prairie du Chien police department has better benefits in the areas of holiday, health, uniform allowance, and vacation. The Union thus believes that on their point of overall compensation, their offer is most reasonable. The Union asserts that an "equity" adjustment is in order for the radio operator and the secretary. Regarding the radio operator, the Union is seeking the adjustment primarily for three reasons. First, the parties agreed to institute a utility position that would be supervised by the radio operator sergeant. The utility person will be receiving a salary that exceeds the salary of the sergeant. The Union believes this to be inappropriate and believes that an employee who maintains certain supervisory duties should be compensated at a greater rate than his/her subordinates. Second, there is only one radio operator sergeant who supervises approximately ten employees while the parties have negotiated two traffic sergeants who supervise approximately three employees. The supervision encompasses essentially the same duties--the direction and scheduling of employees; therefore, the Union believes that since the radio operator sergeant supervises a greater number of employees, he should receive at least the same compensation as the traffic sergeants. Finally, even if the final offer of the Union is awarded, the radio operator sergeant will be ranked last in compared counties. In respect to the secretary, even assuming that the assertion is correct that the duties are more similar to clerk III than clerk II, the Union is seeking an equity adjustment that would place her wage rate at an amount directly between that of clerk II and III. Even if the Union's offer is awarded, the sheriff's secretary remains at the lower end of the comparables.

## V. DISCUSSION AND FINDINGS

### A. Costing

One of the differences in costing is the method by which the parties account for the Union's proposed split increase for 1982.

The Union doesn't believe that 1983 is at issue since both parties agree that a 6.2 percent increase is appropriate. Moreover, they suggest that on an annualized basis, the difference is small in the proposals for 1982, i.e. 8.12 percent for the Union (which is the 6 percent and 4 percent split increase annualized) and the 7.75 percent increase for the Employer.

The Employer believes that while the wages paid to the employees may have risen by only 8.12 percent, the base rate would rise to 10 percent under the Union offer. Therefore, the 6.2 increase for 1983, under the Union's figure, must be applied on this higher base because this would reflect the increase dollars paid to the employees in 1983 as a result of the increase in the 1982 base. This is why the Employer contends that the increase should be compounded.

The Union rebuts that the split is justified based on catch up -- suggesting the aforementioned is not reflective of the cost but the increase in base. It could be argued that the catch up in the form of the split increase is thus being costed against them. Moreover, the Union states that even if the Employer's method is correct, the increase compounded is 16.82 percent not 17.82 percent under the Union's offer.

There is support in arbitral authority for both parties' view on the proper method of costing split increases. It does seem contradictory to cost the "lift" against the Union in a catch up situation. In this respect, it could be said that costing a lift results in a higher percentage package compared to

the percentage package cost in the comparables which in turn tends to reflect negatively on the Union's offer. On the other hand, the Employer's method is most mathematically correct, although the Union is correct that the increase compounded is 16.82 percent not 17.82 percent.

The best answer to this difficult question is to cost the package in the most mathematically correct manner, but in drawing inferences from those figures, it must be kept in mind that in a catch up situation, most weight must be placed on the individual wage rates and not the total package costing as it reflects against the comparables. Wages only and total package percentage calculations in catch up situations deserve less weight than a comparison of individual wage rates at the benchmark positions. The proof in the catch up position is in the "pudding," i.e. how in the final analysis the wage rates compare to the comparable wage rates. The proof is not in the "recipe," i.e. the method used, to arrive at the percentage cost of the catch up. If a need for catch up is established, then the preferred proposal should be the one which most reasonably addresses the catch up situation, not necessarily the one with the most correct costing method or most favorable comparable percentage raises because, of course, a catch up package on a percentage basis will generally exceed the most common raise in terms of percentage in the comparables.

With the aforementioned thoughts in mind, the Arbitrator believes that the cost of the wages-only portion of the proposals are best calculated as follows over the two-year basis:

UNION - 16.82 percent  
COUNTY - 14.43 percent

There is some argument in the record whether retirement should be costed; however, the Employer's costing on fringes cost the retirement, health insurance, costing allowance, and vacation at the same value under both proposals. Therefore, not including costing for wage adjustments for the radio sergeant and secretary but including the Union proposal on holidays which exceeds the Employer's proposal by 1.23 percent, the Union's proposal on a total package basis (wages and fringes) exceeds the Employer's package by 3.62 percent.

#### B. Comparables

The parties agree that Lafayette, Iowa, Richland, Vernon, and Grant Counties are comparable. The Employer objects to the inclusion by the Union of Juneau, Monroe, and Sauk Counties and the city of Prairie du Chien. Juneau, Monroe, and Sauk Counties are objected to on the basis that they are not geographically proximate to Crawford and in specific respect to Sauk County because of its size.

In respect to Juneau, Monroe, and Sauk County, it is true that they are not contiguous counties although neither are Iowa or Lafayette. Iowa and Lafayette, however, are closest to Crawford in population, whereas Juneau, Monroe, and Sauk Counties have much bigger populations. For instance, Monroe and Sauk Counties have approximately three times the population that Crawford County does. This might suggest that Iowa and Lafayette Counties should be comparable but not the other counties which are non-contiguous. However, Juneau and Monroe Counties have full value assessments approximately similar to Iowa and Lafayette. Sauk County, however, has an assessment approximately three times greater than Crawford County. Thus, based on these comparisons, it is deemed that although Monroe and Juneau Counties are not contiguous and somewhat dissimilar in population, they should be considered comparable because they are reasonably similar in assessment to Lafayette and Iowa Counties which both parties agree are comparable to Crawford. Sauk County



is not comparable because it is not only geographically removed from Crawford County, but it is also much larger in population and tax base.

In respect to whether the city should be comparable, it is deemed that it should be. It is difficult to say why police officers whose duties are essentially identical to those who are based in the same municipality, especially where that municipality is the dominant population center of the County, are not comparable.

Therefore, the following jurisdictions will be considered comparable:

Lafayette	Iowa	Richland	Vernon	Juneau
Monroe	City of Prairie du Chien		Grant	

### C. Article IV

The County's proposal essentially represents a change in the status quo. The predecessor agreement required that rules and regulations relating to wages, hours, and working conditions be submitted to the Union, and if there was no objection on their part, they could be implemented. If there was an objection, these rules and regulations were subject to arbitration. The County now proposes just the opposite--asking that they have the right to implement whether the Union objects to the rule or not, but still subjecting the dispute to arbitration.

The disputed language is somewhat of an anomaly. Management quite often retains a fair amount of freedom and flexibility to implement rules and regulations so they may act appropriately with due course to situations based on business necessity as they arise.

Although the language is unusual, arbitrators have and should be reluctant to remove or change language items especially where they were the product of voluntary negotiations. Arbitrators have overcome this reluctance when the party proposing the change has shown some persuasive reason for the language change. For instance, Arbitrator Stern in the City of Greenfield Police Department, WERC Case XLI, No. 20663, MIA-255 (March 28, 1977) required that the employer show that the prior existence of the disputed clause hampered efficiency. Other arbitrators have looked for an economic quid pro quo as justification or partial justification for removing language. See Arbitrator Kerkman's decision in the Greendale School District, Voluntary Impasse Procedure.

In this case, the County argues that on the basis of its onerous impact, Article IV should be changed. If the County could show that this voluntarily negotiated clause did in fact have an onerous or hampering effect on the exercise of their management authority, the Arbitrator would agree it should be removed. However, there is no demonstration in this record that the rule has, in some meaningful way, adversely affected the exercise of the Employer's lawful authority and duties.

The most 'onerous' experience the County could cite was that it took 30 days to get the Union to change the manner of filling out daily records and time sheets and an unidentified deputy's response--apparently in protest--to the change by filling his time sheet out on toilet paper.

The toilet paper incident, it seems, is irrelevant and that such a protest--while childish--might have occurred whether Article IV was in existence or not. This "affront to authority" seems to be a matter to be considered under the disciplinary

policy rather than Article IV. The County also cited its liability under the law as a basis for the change. However, while this is a real and valid consideration, it must be remembered that the County in respect to permissive subjects, has the right under either proposal to set rules and regulations. This encompasses a great deal of subject matter that may relate to liability considerations. Moreover, in respect to rules and regulations relating to mandatory subjects, if such rules become in conflict with the law, the Union must realize there is an implied duty in a collective bargaining agreement to discharge that collective bargaining relationship consistent with the law. Therefore, if there is a need to revise rules and procedures in order to ensure compliance with fast-changing interpretations of the law, the Union bears--because of their unique right under Article IV--some responsibility in making such accommodations.

The Arbitrator doesn't take the Article IV issue lightly. Neither should the Union. The right they have is an unusual right. If they wish to retain this veto right, it should be used reasonably and prudently else its 'onerous' impact may become all too apparent in the future.

The base consideration in respect to this issue, however, is that very little adverse impact was shown as a result of this long-standing provision. Although, a conclusive preference on this issue cannot be made without first considering the issue of wages. This is because the Employer may be able to justify the removal of the provision in light of an economic "buy out."

#### D. Holidays

The present Contract grants eight specific holidays for all employees and also employees--whether they work on a holiday or not--get six days of "compensatory time." There is a certain amount of confusion surrounding just what would result under the Union holiday proposal. For instance, the Employer says it results in the employees' receiving three and one-half times their normal rate for working holidays. This confusion is related to the compensatory time. If this time were truly "compensatory" for those working on a holiday, there would be less confusion. However, the term "compensatory," as used in this Contract, is actually a misnomer because everyone, whether they work or not, gets six days of compensatory time. In actuality, these six compensatory days are six floating holidays that all employees receive.

One of the purposes of holiday provisions, in general, besides identifying the number of days and the dates of holidays which employees will receive off with pay, is to reward employees who work holidays with extra compensation above and beyond that granted to those who do not work. Therefore, the so-called compensatory days are not in reality additional compensation limited only to those working on holidays. It is clear that this compensatory time cannot be considered premium time for working on a holiday. These six days will thus be treated as just what they are--floating holidays.

There are two facets of holiday provisions which can be compared when looking at the comparables. They are the amount of the premium for working the holiday and the number of holidays granted. Attention will first be focused on the extra compensation or premium an employee receives for not working.

Under the present Contract, for all intents and purposes, there are 14 holidays (8 scheduled and 6 floating). Those that work on a scheduled holiday get four hours additional pay. Thus, an employee (Deputy X) who works a holiday compared to an identically rated employee (Deputy Y) gets only four hours more in monetary compensation than Deputy Y who does not work.

The Union's proposal seeks one and one-half days pay or twelve hours instead of four hours for working a holiday and proposes to keep the eight scheduled holidays and six floating holidays. Therefore, comparing the hypothetical Deputy X--who works on the holidays--he gets twelve hours monetary compensation in addition to his regular pay at the end of the month and Deputy Y gets his normal monthly rate and a day off. Thus, under the Union's proposal the employee working on the holiday gets one and one-half days more monetary compensation than the employee who doesn't work.

When viewed in this way, the Union's proposal in terms of additional compensation for working a holiday or premium time is generally consistent with the external and internal comparables. For instance, the courthouse employees and the Highway Department employees receive the regular rate for the holiday just as those not working in the Sheriff Department receive when they do not work a holiday and the employees who do work receive time and one half for work on a holiday. In the external comparables, time worked on a holiday is almost universally (save Grant County) paid at the rate of time and one half in addition to the holiday pay. Thus, it is apparent there is disparity between premium time paid to employees working holidays in Crawford County and those in the internal and external comparables.

However, Crawford County has 14 "holidays" whereas the others have, generally speaking, 9 holidays; although, some have as few as 8 and others as high as 10 1/2 holidays. Therefore, the Union's proposal must be viewed not only in light of the increase in pay for time worked, but it also must be viewed based on a comparison of the time off granted with pay, i.e. 14 days compared to the normal 9 holidays.

When the data is analyzed, it is apparent that although a Crawford County Sheriff Department employee receives less premium pay when working one or more of the scheduled eight holidays, it is equally apparent that this same employee receives approximately five more holidays than other employees in the comparables. The average employee in the comparables gets three times (4 hours versus 12 hours) more for working a holiday but gets about one third fewer holidays. Therefore, the total value of the holiday provision, under the Union's proposal, is greater than normally granted employees in the comparables. The Union charts cited on page 5 of their brief sought to show that the total hours were comparable, but they failed to add in the value of the four holidays a Crawford County Sheriff Department employee would receive when not working the one-half scheduled holidays. A more accurate assessment of the total value of holiday proposals, based on the same assumption used by the Union, i.e. that an employee works one half of the scheduled holidays, is reflected below:

<u>City Police</u>	
10 Holidays X 1/2(off half the Holidays) X 8 hrs.	40
10 Holidays X 1/2(working half the Holidays) X 20 *	100
TOTAL	<u>140</u>
<u>Other Comparables</u>	
9 Holidays X 1/2(off half the Holidays) X 8 hrs.	36
9 Holidays X 1/2(working half the Holidays) X 20 *	90
TOTAL	<u>126</u>

(Continued on next page)

Crawford Sheriff's Dept. (Union's Proposal)

6 Compensatory Days X 8	48
8 Holidays X 1/2(off half the Holidays) X 8	32
8 Holidays X 1/2(owrking half the Holidays) X 20	<u>80</u>
TOTAL	160

Crawford Sheriff's Dept. (County's Proposal)

6 Compensatory Days X 8	48
1 Floating Day X 8	8
8 Holidays X 1/2(off half the Holidays) X 8	32
8 Holidays X 1/2(working half the Holidays) X 4	<u>16</u>
TOTAL	104

\* 20 = 8 hours holiday pay + 12 hours (time and one half for working.)

Thus, it is apparent that when the proposals are considered on a total compensation basis, the Union's proposal exceeds that in the comparables. However, it is equally apparent that under the County's proposal of only four hours pay plus an additional floating holiday, the employees would receive less than employees in the comparables on a total compensation basis. Both because of the combination of the peculiar six "compensatory days" and the time and one half compared to the one-half rate for work, the proposals result in either more or less than the total holiday compensation in the comparables. While the city is closer on a total compensation basis--suggesting it is more reasonable--the Union's proposal remedies the inequity involved under the present Contract of any employee who works on a holiday getting little or no premium. He works and gets the same day's pay for the holiday as the employee who does not work and gets the same "compensatory day" as the employee who does not work but yet receives only four more hours compensation but has to work eight hours to get it.

Preference for the holiday proposals is relatively in equilibrium. Neither offer reasonably addresses the problem. The Employer's offer results in an inequitable premium, although the total holiday compensation is closer to the average; whereas, the Union's results in an equitable premium consistent with the comparables but results in an inequitable total compensation figure which is marginally more inconsistent with the comparables. Therefore, this issue will not be determinative of the dispute, generally speaking. However, as a matter of judgment, the County's offer on Holidays is slightly preferable because the Union has not put forth a convincing argument as to why they should exceed the comparables.

E. Wages

1. General Increase

It should be stated that meaningful wage comparisons in this case are extremely difficult to develop. The bargaining unit has six classifications. They are:

Traffic Sergeant	Radio Operator/Sergeant	Secretary
Traffic Deputy	Radio Operator/Jailer	Utility Person

The difficulty in making comparisons lies in the fact that not all the comparables have positions by these titles in their bargaining units. There are sometimes similar titles, but there is no evidence presented by either side that would allow a

precise comparative delineation of the duties. For instance, the instant Contract has a traffic sergeant and a radio operator/sergeant position. Several sergeant positions are not in the bargaining unit in several of the comparable counties. In others, they are simply called sergeants or patrol sergeants. The city's contract makes reference to a first sergeant and sergeant position. Other difficulties lie in the fact that complete data is not available for all comparables. There are other examples which illustrate why wage comparisons are difficult. The Arbitrator has tried to group these positions together in cases wherein his judgment is reasonable to do so and failed to make comparisons and inclusions where it did not seem appropriate. The imprecision in the wage comparisons makes less exacting the inferences to be drawn therefrom. However, a considered judgment must be based on these approximations.

The rates compare as follows based on maximums for 1982:

TRAFFIC DEPUTY (1982 Rates)			
Lafayette	1186	--	From Employer Exhibit 5
Richland	1365		
Iowa	1331		
Vernon	1216		
Grant	1207	--	
Juneau	1275	--	Calculated from annualized fig. in Union Exhibit 5
Monroe	1167	--	
City	1269	Taken from Contract (Patrolmen Position)	
Average	1255		
Union Offer	1219	(-36)	
County Offer	1191	(-64)	

TRAFFIC SERGEANT (1982 Rates)			
Lafayette		Not in Bargaining Unit (Empl. Ex. 5)	
Richland	1413	Called Patrol Sergeant	
Iowa		--	Not in Bargaining Unit
Vernon			
Grant		--	
Juneau	1331	From annualized Fig. in Union Ex. 5	
Monroe		Not in Bargaining Unit	
City (1st Sgt.)	1369		
(Sgt.)	1352		
Average	1366		
Union Final Offer	1330		
County Final Offer	1300		

RADIO OPERATOR/SGT. (1982 Rates)

Lafayette		No comp. pos. indentified in record
Richland	1343	Called Radio Operator/Jailer Sgt.
Iowa		No comparable position indicated in the record
Vernon		
Grant		
Juneau		
City		
Monroe	1343	No comp. pos. identified in record
Average		
Union Final Offer	1330	
County Final Offer	1183	

RADIO OPERATOR/JAILER (1982 Rates)

Lafayette	1153	
Richland	1311	
Iowa	1224	Called Dispatcher/Jailer
Vernon	1217	From Union Exhibit 5
Grant	1095	Combined ave. of two positions
Juneau	1275	Called Dispatcher/Jailer
Monroe	1137	From annualized Fig. in Union Ex. 5
City	1201	From annualized Fig. in Union Ex. 5
Average	1202	
Union Final Offer	1194	
County Final Offer	1167	

SECRETARY (1982 Rates)

Lafayette		No comp. pos. indentified in rec.
Richland	846	From Union Exhibit 5
Iowa	1020	From Union Exhibit 5
Vernon		No comp. pos. indentified in rec.
Grant	900	Book/Sec.
	778	Clerk/Sec. --average of two pos.
Juneau		No comparable position indicated in the record
Monroe		
City		
Average	902	
Union Final Offer	916	
County Final Offer	889	

The rates compare as follows based on maximums for 1983:

TRAFFIC DEPUTY (1983 Rates)		
Lafayette	1230	--
Richland	1425	
Iowa	1391	
Vernon	1290	
Grant	1267	--
Juneau	1443	
Monroe	NA	
City	Not settled	
Average	1341	
Union Final Offer	1294	
County Final Offer	1265	

TRAFFIC SERGEANT (1983 Rates)		
Lafayette		Not in Bargaining Unit (Empl. Ex. 5)
Richland	1473	Called Patrol Sergeant
Iowa		--
Vernon		
Grant		
Juneau		--
Monore	1515	From Union Exhibit 5
City (1st Sgt.)	not settled	
(Sgt.)	not settled	
Average	1494	
Union Final Offer	1412	
County Final Offer	1381	

RADIO OPERATOR/SGT. (1983 Rates)		
Lafayette		No comp. pos. identified in rec.
Richland	1403	Called Radio Operator/Jailer St.
Iowa		--
Vernon		
Grant		
Juneau		
Monroe		
City		--
Average	1403	
Union Final Offer	1412	
County Final Offer	1265	

RADIO OPERATOR/JAILER (1983 Rates)	
Lafayette	1197
Richland	1371
Iowa	1284 Called Dispatcher/Jailer
Vernon	1240 From Union Exhibit 5
Grant	1150 Combined ave. of two positions
Juneau	1443 Called Distpatcher/Jailer
Monroe	Not available
City	1307 From annualized Fig. in Union Ex. 5
Average	1285
Union Final Offer	1268
County Final Offer	1239

SECRETARY (1983 Rates)	
Lafayette	No. comp. pos. indentified in rec.
Richland	906 From Union Exhibit 5
Iowa	1050 From Union Exhibit 5
Vernon	--
Grant	} No comparable position identified in the record
Juneau	
Monroe	
City	
Average	978
Union Final Offer	973
County Final Offer	944

The most meaningful comparisons available are for the traffic deputy and radio operator/jailer positions. These two particular positions are relatively prevalent in the comparables. Strong comparisons cannot be made for the traffic sergeant, radio operator/sergeant, or secretary because, as previously mentioned, few comparable positions exist. No comparable positions exist for the utility person. It is noted that over half of the bargaining unit is employed in the traffic deputy and radio operator/jailer classifications. Thus, most weight has to be put on the comparisons between the positions of traffic deputy and radio operator/jailers.

The data from 1982 and 1983 indicates that the salaries for traffic deputies under either offer would be less than the average in the comparable group. The negative differential is increased under either offer at the same position in 1983. While this is true, it is also noted that Crawford County also lagged behind the average<sup>1</sup> in 1980 (-\$116) and 1981 (-\$94).

The data for radio operator/jailer also indicates that for 1982 Crawford County would be less than the average under either offer. Under the County's offer, they would be \$34 per month under the average and under the Union's offer, they would be \$7 under the average. In 1983, the negative differential would increase under the Union's offer to -\$39 and -\$68 under the County's offer. In 1980<sup>2</sup> and 1981, the differential was -\$65 and -\$66, respectively.

<sup>1</sup>Average of Richland, Vernon, Lafayette, Iowa Counties. No data submitted for Juneau, Monroe or for the City of Prairie du Chien for 1980 or 1981.

<sup>2</sup>See Footnote 1 for those jurisdictions included in this calculation.



Some difference to the average might seem reasonable, because Crawford County is relatively smaller in population and has a relatively smaller tax assessment than other counties. Although it is most similar to Richland County, 16,556 in population versus 17,476 and \$327,834,920 versus \$378,794,990 in full value assessment. However, when comparing Richland and Crawford Counties, it lags substantially behind Richland in salaries at the deputy and radio operator/jailer positions. This suggests that although the difference between the offers isn't great, the Union's offer at these two positions is most reasonable. It is especially true when large differences are noted between the deputy position in Crawford County and the patrolman position in the city police department. Some weight must be given to this fact because of the similar duties and the fact that the city police department is inter-related geographically and also interrelated from the standpoint of similar product, consumer, and labor markets, and has a similar tax base.

At the traffic sergeant position, as noted, comprehensive comparisons are difficult. However, it seems clear that the Union's offer for 1982 and 1983 is the more preferred. Even under the Union offer, Crawford would be the lowest paid traffic sergeant in any bargaining unit in the comparable counties with comparable positions.

At the radio operator/sergeant position, the only jurisdiction with a truly comparable position is Richland County which paid \$1,343 in 1982, and \$1,403 in 1983. The County's offer at this position for 1982 and 1983 is dramatically below this level, and this large differential isn't justified in the record. Although there is an argument made by the Employer that their offer is most reasonable because of internal comparisons within the bargaining unit, this will be considered below.

At the secretary position, a strong comparison is also difficult to draw, but in 1982 both offers are equally off the mark--one is high and one low. However, in 1983, the Union's offer exceeds the average by a slightly greater degree than is the County's shy of the average. This marginally favors the County's offer although, like the radio operator sergeant position, there is an internal equity argument yet to be considered.

## 2. Equity Adjustment for Radio Operator Sergeant and Secretary

After considering the arguments and after having reviewed the comparables, it is the conclusion of the Arbitrator that some equity adjustment is warranted for these positions. Although historically paid less than the traffic sergeants, the supervisory facets of the radio operator sergeant position are at least equal to those of the traffic sergeant. The radio operator sergeant supervises ten; whereas, the traffic sergeant supervises three. Moreover, other jurisdictions don't always make a distinction within the sergeant rank. Although, where there is a differential between these positions (Richland County), the differential is approximately the same as it would be under the Union's offer. This favors the Union's offer. An additional factor favoring the Union's offer is that the utility person earns more under the County's offer than the radio operator sergeant which supervises the utility person. The utility person will earn \$1,265 on January 1, 1983, versus \$1,256 per month for the radio operator sergeant. It is apparent, thus, that some adjustment is necessary. It is also apparent that the adjustment requested by the Union is too much. The radio operator sergeant should be paid more than the utility person, but less than the traffic sergeant, which under the Union's offer would be paid \$1,381 on January 1, 1983.

A difference between the radio operator sergeant and the traffic sergeant seems appropriate in light of the historical distinction in pay and the similar distinction in Richland. A more appropriate figure would be somewhere in between. Because the Union's offer is excessive on this point, the Union's offer is not as preferable as the County's.

Similarly in respect to the secretary, some adjustment seems appropriate, indeed. The County has offered an equity adjustment, however, smaller than the Union's proposal. After considering the arguments, it is the conclusion of the Arbitrator that the County's offer on this point is more reasonable.

### 3. Wage Offer as a Whole

When the general wage issue is considered with the issues surrounding the equity of adjustments, the Union's offer overall is slightly favored. While the County's offer was preferred at the secretary and radio operator position, it was not enough to outweigh the preference for the Union's offer on the general wage adjustment as it relates to the traffic sergeant, deputies, and radio operator/jailer. The difference between the two offers was not great; however, the most comparable county, Richland County, and the city of Prairie du Chien, which dominates Crawford County, pay their law enforcement personnel at a higher rate. The more reasonable offer, is thus, the one that is most similar to these jurisdictions as well as the comparables in general. This is not necessarily to imply that they should be paid the same, however. An additional factor was that, under the County's offer, the negative differential would slip in 1983 to a slightly larger margin at the dominant position of deputy and radio operator/jailers.

## VI. DISCUSSION OF THE OFFERS AS A WHOLE

On a single issue basis, the Arbitrator found the County's offer on Article IV less reasonable than the Union's, the Union's offer on wages was preferred, and on holidays, a slight preference for the Employer's offer.

The lack of preference for the Employer's offer on Article IV is highlighted after a review of the economic issues, because there is no particular evidence of an economic "buy out." The wage offer, in fact, was slightly less than status quo or at best no more than status quo. Thus, without evidence of an economic offer greater than the status quo in the comparables, it cannot be convincingly said that there was any "economic buy out." Therefore, not only did the County fail to justify the removal of Article IV on the basis of impact, but they failed to offer an equitable economic quid pro quo.

The preference for the Union's monetary offer wasn't without some reservation, but on balance, it is more reasonable than the County's, and when this preference is added to the preference for the Union's on Article IV, a slight preference for the County's offer on holidays is outweighed. Therefore, it is deemed that the Union's offer, as a whole, is more reasonable than the County's.

## VII. AWARD

The 1982-1983 Collective Bargaining Agreement between the Crawford County Sheriff's Department Employee Local 1972 and Crawford County (Sherrif's Department) shall include the final offer of the Crawford County Sheriff's Department, Employee Local 1972 and the stipulations of agreement as submitted to the Wisconsin Employment Relations Commission.

Dated this 31<sup>st</sup> day of October, 1983, at Eau Claire, Wisconsin.

GIL VERNON

Gil Vernon, Mediator/Arbitrator

Crawford County and the Crawford County Sheriff's Department  
Employees, Local 1972, WCCME, AFSCME, AFL-CIO

Revised Stipulations of the Parties

1. Amend Article 7.01 to read as follows:

7.01 The Employer and the Union agree that they will cooperate in every way possible to promote harmony and efficiency among all employees. The Employer agrees to maintain certain amenities of work that relate to wages, hours and conditions of employment (e.g. coffee breaks, wash-up time, ammunition, cleaning of guns after shooting practice, etc.) not specifically referred to in this Agreement.

2. Amend Article 12.06 to read as follows:

12.06 Expenses, if any, arising from the arbitration proceedings, will be shared equally by the parties. If a Court Reporter is used, the parties will split the transcript cost if the arbitrator desires a copy. The parties will split the cost of a court reporter only if agreed upon in advance by both parties.

3. Amend Article 13.03 to read as follows:

13.03 Employees desiring to apply for such vacancies shall sign the posted notice. Only those applicants who are employees of the Sheriff's Department and who meet the prerequisites for the position shall be considered. The qualified applicant with the longest service record shall be given the first opportunity to qualify for the vacancy. Said shall demonstrate his ability to perform the job during a sixty (60) calendar day training period; and if he is deemed qualified by the Employer after training and trial, he shall be assigned to fill the vacancy and shall receive the rate of pay of the classification. Should such employee not qualify or should he himself desire to return to his former position, he shall be re-assigned to his former position without loss of seniority. In this event, the applicant next in line of seniority shall be given opportunity to qualify and this procedure shall continue until the vacancy is filled.

4. Amend Article 25.08 to read as follows:

25.08: The mileage allowance of twenty (\$.20) cents per mile shall be paid for an employee required to use his own vehicle on County assignments. If the mileage allowance is increased for the County Board, the employees will receive the increase also.

5. Amend Article I to read as follows:

The Employer recognizes the Union as the exclusive collective bargaining representative for all law enforcement employees of Crawford County, excluding the Sheriff, Chief Deputy, and investigator, and including the Secretary, and all other employees of Crawford County for the purpose of conferences and negotiations with the above-named Municipal Employer, or its lawfully authorized representatives, on questions of wages, hours, and conditions of employment and the adjustment of complaints and grievances of the employees.

6. Amend Article 10.02 to read as follows:

An employee who is promoted to a position in the Sheriff's Department that is outside of the bargaining unit shall retain the seniority he has accumulated to the time of such promotion. Upon return to the bargaining unit, his seniority will then accumulate and any previously accumulated benefits will be restored. Notwithstanding any other provisions of this bargaining agreement, however, the parties agree that movement to and from the non-bargaining unit positions in the Sheriff's Department shall be handled as follows: if a bargaining unit employee accepts a non-bargaining unit position outside the bargaining unit in the Sheriff's Department and later wishes to return to the bargaining unit, the employee shall be allowed to return to the job classification which the employee held prior to being promoted. Upon such aforementioned return to the bargaining unit, the employee retains all accrued seniority for purposes of receiving wages and fringe benefits, but for job bidding purposes, the employee will not be credited with seniority for the time spent outside the bargaining unit. In addition, there shall be no layoff of bargaining unit employees due to the aforementioned return to the bargaining unit of a former unit employee. In the event that there is a vacancy in the non-bargaining unit position in the Sheriff's Department, the Employer may hire a non-bargaining unit person to fill the vacancy, but there shall be no layoff in the bargaining unit due to such hiring and the person hired from outside the unit shall not accrue bargaining unit seniority. The Employer further has the right to eliminate the non-bargaining unit position and to assign the duties to the bargaining unit. This provision also applies to bargaining unit employees elected to positions outside the bargaining unit within the Sheriff's Department.

Any non-bargaining unit employees within the Sheriff's Department who previously had not been a member of the bargaining unit who is replaced, resigns, or not elected can exercise the option, within five days of the date of vacating the non-bargaining unit position, of being placed at the bottom of the seniority roster and having first opportunity for vacancies in accordance with the seniority rules, and this employee will have a seniority date for fringe benefit purposes dating from the date of initially filling the non-bargaining unit position.

7. Amend Article XI to read as follows:

11.01: maintain same language.

11.02: Employees may be disciplined or discharged for just cause. The Disciplinary Policy attached hereto is adopted as part of the contract.

11.03: Delete.

11.04 - 11.06: maintain same language.

8. Amend Article XIV to read as follows:

14.01: The work schedule in effect shall be six (6) days on and three (3) days off.

14.02: Standard Radio Operator/Jailor schedules shall be:  
~~7~~ A.M. - 3 P.M.; 3 P.M. - 11 P.M.; and 11 P.M. - 7 A.M.  
 Traffic Schedule: 8 A.M. - 5 P.M.; 5 P.M. - 1 A.M.; and  
 7 P.M. - 3 A.M. On a daily basis, the Sheriff has the  
 option of making shifts from 10 P.M. - 6 A.M. or 6 A.M. - 2  
 P.M. Temporary employees may fill Radio Operator/Jailor  
 short-term vacancies only after regular employees have been  
 given the opportunity, by seniority, to fill the position.  
 Call in of employees shall be by seniority and on an equal  
 and rotating basis to the extent possible, provided,  
 however, that the utility person shall be assigned to either  
 traffic or radio operator/jailor duties as the need arises  
 and shall be used whenever possible before other employees  
 are called for overtime assignments, including without  
 limitation, assignments when other employees are on vacation  
 or holidays or daily assignments when other employees use  
 sick leave, provided that the utility person has ample rest.  
 The utility person shall be paid overtime for all hours  
 worked over eight (8) or for a daily basis for outside the 6  
 - 3 schedule. Shifts shall be worked on a rotating sched-  
 ule, with the sequence being two days on first shift, two  
 days on second shift, and two days on third shift, except

except for the Utility man who shall be on a flexible schedule. Squad cars will be returned to the jail on the Traffic Officer's off days, if they live within the city limits. (In an emergency, cars could be requisitioned.) The work schedule for the Department Secretary shall be five days per week, Monday through Friday, with Saturdays and Sundays off. The work shift for the Department Secretary shall be 8 A.M. - 12 Noon and 1 P.M. - 4:30 P.M..

14.03 - 14.06: maintain same language.

9. Amend Article XV to read as follows:

15.01: All employees after one (1) continuous year of employment, shall be entitled to vacation leave with pay and said vacation should be taken during each calendar year and shall be based upon continuous service accruing as of their anniversary date of employment occurring during any such calendar year based upon the following schedule:

One (1) year of service - One (1) workweek of vacation  
(6 days)

Two (2) years of service - Two (2) workweeks of vacation  
(12 days)

Ten (10) years of service - Fifteen (15) days of vacation

Twelve (12) years of service - Three (3) workweeks of  
vacation (18 days)

Twenty (20) years of service - Four (4) workweeks of vacation  
(24 days)

15.02: maintain same language.

15.03: maintain same language.


15.04: maintain same language.

10. Amend Article XXII by adding a new section 22.03 to read as follows:

22.03: In the event of a layoff, the County will continue to pay its share of the health insurance premium for the first full three (3) months that the employee is laid off but thereafter, the employee must pay the full premium on the premium due date in order to obtain coverage.

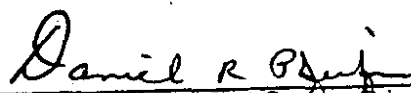
11. Amend Article 25.04 to read as follows:  
Officers shall not be required to perform custodial duties.
12. Amend Article 25.07 as follows:  
Substitute "\$162.50" for "\$150.00" (i.e., uniform allowance to be \$325 per year); rest of Article 25.07 remains the same.
13. All provisions retroactive to 1/1/82, unless specified otherwise.

FOR CRAWFORD COUNTY  
*(As modified in handwriting)*

  
Dennis White, Attorney at Law

FOR LOCAL 1972

*a modified*

  
Daniel R. Pfeifer, Dist. Rep.



**DISCIPLINARY POLICY**

Crawford County recognizes that the vast majority of employees will seek to perform their job in an exemplary manner and will strive to serve the needs of the public. Nevertheless, situations may arise which require that employees be informed of standards to be followed and which require a fair and uniform application of policy.

The County believes that most problems can be solved through corrective discipline, but recognizes that some problems may require immediate suspension or discharge. The policies will therefore be as follows:

**A. Progressive Discipline****1. Recommended Guide To Progressive Penalties**

First Offense - oral reprimand.

Second Offense - (same violation) written reprimand.

Third Offense - (same violation) suspension with or without pay, up to five work days.

Fourth Offense - (same violation) discharge. Offenses may arise for violation of the same rule or for separate violations of different rules. When four written reprimands for separate rule violations occur within a 12 month period, discharge may be imposed even though no suspension has been applied. If the County deems it to be in its best interest, demotion may also be applied in lieu of a suspension. No valid warning shall be effective for longer than a nine (9) month period.

**2. Rules To Which Progressive Penalties Apply**

The following rules are meant to be a guide and shall not be deemed to exclude the employer's right to discipline or discharge employees for any other lawful cause.

- a. Failure to report promptly at the start time of a shift or leaving before the scheduled quitting time of a shift without the specific approval of the department head, or supervisor.
- b. Excessive absenteeism.
- c. Failure to notify the supervisor promptly of unanticipated absence or tardiness.
- d. Loafing, loitering, sleeping or engaging in unauthorized personal business.
- e. Falsifying records or giving false information to other employees responsible for record keeping.
- f. Failure to provide accurate and complete information whenever such information is required by an authorized person.

- g. Failure to comply with health, safety and sanitation requirements, rules and regulations.
  - h. Negligence in performance of assigned duties.
  - i. Removing any County property or working material without the direction of the department head, or supervisor.
  - j. Failure to notify the County Clerk of address changes, name changes, telephone numbers, number of dependents, etc., so their records may be changed.
  - k. Using Crawford County as a means of soliciting monies unless authorized by three (3) members of the Personnel Committee.
  - l. Failure to promptly report accidents to department heads, or supervisor.
  - m. Failure to obtain permission in advance for absences. In emergencies the employee shall contact his department head, or supervisor at once.
  - n. Making false or malicious statements concerning other employees, supervisors or Crawford County.
  - o. Unauthorized solicitation for any purpose in working areas during working time.
  - p. Failure to use good judgment or being discourteous in dealing with fellow employees or the general public.
  - q. Unauthorized posting or removing of signs or documents from bulletin boards.
  - r. Threatening bodily harm to another person in the nonperformance of duties.
  - s. Violation of the time clock policy.
  - t. Smoking in forbidden areas.
  - u. Personal work and personal phone calls done on working time without permission from a supervisor.
  - v. Failure to take proper care of County equipment furnished them for the performance of their jobs (gross negligence can be cause for immediate suspension or discharge).
  - w. Threatening or using abusive language toward others or harassment or discrimination toward others based upon sex, race, religion, national origin, color, creed, handicap or age.
  - x. Refusal to perform assigned overtime without reasonable excuse.
- B. Actions Which Will Be Cause For Immediate Discharge Include But Are Not Limited To:**
- 1. Three consecutive days of unexcused absence.
  - 2. Failure to notify of intent to return to work within seven (7) days of receipt of notice and/or failure to report for work within fourteen (14) days of receipt of a recall notice from layoff.
  - 3. Insubordination, including disobedience or failure or refusal to carry out a lawful assignment or instruction.

4. Attempting or doing bodily harm to another person in relation to the job; fighting on the job (this does not apply to law enforcement officers performing their duties using appropriate force as required by their job).
5. Reporting for duty in an intoxicated manner or under the influence of alcoholic beverages or illegal or unprescribed narcotic drugs.
6. Drinking alcoholic beverages during working hours.
7. Using illegal or unprescribed narcotic drugs during working hours.
8. Unauthorized possession of weapons during working hours in restricted areas.
9. Unauthorized possession or removal of Crawford County property or property of another person.
10. Theft from the County or from a fellow employee or theft of materials submitted to the County's possession by a member of the public.
11. Unauthorized use of Crawford County equipment or property.
12. Restricting production or intentional slowdown of work.
13. Gross negligence in use, care, or maintenance of Crawford County equipment or property.

REVISED FINAL OFFER OF CRAWFORD COUNTY  
JUNE 1, 1983

IN RE CRAWFORD COUNTY  
(SHERIFF'S DEPARTMENT) AND  
CRAWFORD COUNTY SHERIFF'S  
DEPARTMENT LOCAL 1972,  
AFSCME, AFL-CIO

Reference hereinafter is made to the 1981 collective bargaining agreement. The County's final offer includes all all matters previously tentatively agreed upon in negotiations and includes those portions of the prior 1981 agreement that are not in dispute. In addition, the County makes the following proposals:

✓ 1. Amend Article IV to read as follows:

4.01: The Employer may adopt and publish rules relating to wages, hours and working conditions which may be amended from time to time, provided, however, that such rules and regulations shall be first submitted to the Union for its consideration prior to adoption.

4.02: Any rules or regulations proposed to be amended or added as set forth in Article 4.01 shall be effective on the 15th day following their submission to the union, unless the employer agrees otherwise. The Union may grieve and arbitrate over the reasonableness of the new or amended rules or regulations proposed.

✓ 2. Amend Article XVII to read as follows:

17.01: Holidays. All regular employees shall be entitled to the following holidays with pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, Good Friday, and a floating holiday.

✓ 3. Amend Appendix A (Wages) as follows:

(a) delete Investigator classification; change Traffic Sergeant to Traffic Sergeants; add a new classification of Utility Person effective February 1, 1983, whose rate will be the same as the 1983 Deputy rate;

(b) with the classification listings changed as set forth in (a) above, then wages will be adjusted "across the board" as follows, except for the Secretary:

- effective January 1, 1982, wages to be increased 7.75% over the 7/1/81 rate;
- effective January 1, 1983, wages to be increased 6.2% over the 1982 rate;

i.e., final rates are:

	<u>1/1/82</u>	<u>1/1/83</u>
Traffic Sergeants	\$1,300.40	\$1,381.02
Radio Operator Sergeants	1,183.00	1,256.35
Deputy		
Start	1,118.86	1,188.23
6 months	1,155.16	1,226.78
1 year	1,191.48	1,265.35
Utility Person (effective 2/1/83)		1,265.35
Radio Operator/Jailor		
Start	1,094.65	1,162.52
6 months	1,130.96	1,201.08
1 year	1,167.28	1,239.65


(c) Secretary one year rate to be adjusted to \$25 above Range 4 Courthouse rate in 1982. Then the wages to be increased 6.2% on January 1, 1983;

i.e., final Secretary rates are:

	<u>1/1/82</u>	<u>1/1/83</u>
Start	\$821.87	\$872.83
6 months	855.57	908.62
1 year	889.27	944.40

4. Adjust dates in Article 29 for a two-year agreement, from January 1, 1982, to December 31, 1983.

FOR CRAWFORD COUNTY

  
 Dennis White, Attorney at Law

REVISED FINAL OFFER OF THE CRAWFORD COUNTY SHERIFF'S DEPARTMENT  
LOCAL 1972, WCCME, AFSCME, AFL-CIO.

1. Amend Article IV to read as follows:

4.01: maintain same language.

4.02: Provided no action is taken by the Union to amend or alter rules or regulations that relate to wages, hours, and conditions of employment within fifteen (15) days of submission to the Union, they shall become effective on the fifteenth (15th) day of submission to the Union. In the event of a dispute as to such proposed rules or regulations, the dispute shall be referred to the grievance procedure for settlement and shall be initiated at Step Three of said grievance procedure. Any rules or regulations proposed to be amended or added as set forth in Article 4.01 that do not relate to wages, hours and conditions of employment shall be effective on the 15th day following their submission to the Union, unless the employer agrees otherwise.

4.03: Any rules or regulations proposed to be amended or added as set forth in Article 4.01 that do not relate to wages, hours and conditions of employment shall be effective on the fifteenth (15th) day following their submission to the union, unless the employer agrees otherwise. The Union may grieve and arbitrate over the reasonableness of the new or amended rules or regulations proposed.

2. Amend Article XVII to read as follows:

17.01: maintain same language.

17.02 All employees shall receive holiday pay pursuant to section 17.01 which shall be regular straight-time pay. Employees who work on a holiday or any part of a holiday shall receive additional pay at the rate of one and one-half the normal straight-time pay for the day worked. In addition, all employees whether or not they worked on any holiday during the term of this Agreement shall receive six (6) days of compensatory time off at straight-time pay during the term of the Agreement. Compensatory time shall be arranged by the Sheriff. It is understood that six (6) days of compensatory time will not be taken consecutively. Compensatory time must be taken during the term of the Agreement and may not be carried over from year to year.

## 3. Amend Appendix A (Wages) as follows:

(a) Delete Investigator classification; change Traffic Sergeant to Traffic Sergeants; add a new classification of Utility Person effective February 1, 1983, whose rate will be the same as the 1983 Deputy rate;

(b) With the classification listings changed as set forth in (a) above, then wages will be adjusted "across the board" as follows, except for the Secretary and the Radio Operator Sergeant:

-- effective January 1, 1982, wages to be increased 6% over the 7/1/81 rate; effective July 1, 1982, wages to be increased 4% over the 1/1/82 rate;

-- effective January 1, 1983, wages to be increased 6.2% over the 7/1/82 rate.

(c) Secretary one year rate to be adjusted to an amount between the Deputy County Clerk rate and the Courthouse Secretary rate in 1982. Then the wages to be increased 6.2% on January 1, 1983.

(d) Radio Operator Sergeant to be paid commensurate with the Traffic Sergeants.

## Final Rates as follows:

	<u>1/1/82</u>	<u>7/1/82</u>	<u>1/1/83</u>
Traffic Sergeants	\$1,279.28	\$1,330.45	\$1,412.94
Radio Operator Sergeant	1,279.28	1,330.45	1,412.94
Deputy			
Start	1,100.69	1,144.72	1,215.69
6 Months	1,136.40	1,181.86	1,255.14
1 Year	1,172.13	1,219.02	1,294.60
Utility Person			
effective 2/1/83			1,294.60
Radio Operator/Jailor			
Start	1,076.88	1,119.96	1,189.40
6 Months	1,112.60	1,157.10	1,228.84
1 Year	1,148.32	1,194.25	1,268.29
Secretary			
Start	849.05		901.69
6 Months	882.75		937.48
1 Year	916.45		973.27

## 4. Adjust dates in Article 29 for a two-year agreement, from January 1, 1982, to December 31, 1983.

The Union's final offer includes all matters previously agreed upon in negotiations and includes those portions of the prior 1981 agreement that are not in dispute.

FOR LOCAL 1972:

Daniel R. Pfeifer  
Daniel R. Pfeifer Dist. Rep.