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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

FEB 27 1984

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of the

FOREST COUNTY DEPUTY SHERIFF'S
ASSOCIATION

For Final and Binding Arbitration
Involving Law Enforcement Personnel
In the Employ of
FOREST COUNTY SHERIFF'S DEPARTMENT

Case XXIV
No.31601 MIA-782
Decision No. 20956-A

APPEARANCES

Mike Mentz, Association Representative
Tony Jubsubiec, Forest County Deputy
Jerry Giles, Forest County Deputy

For The Forest County Sheriff's Department
Fred W. Kowalski, Corporation Counsel
Millard Newton, Chairman County Finance Committee
George M. Hornecker, Member County Finance Committee
Gus Yourchak, Member County Finance Committee

II BACKGROUND

On May 19, 1983, the Forest County Deputy Sheriff's Association (Hereinafter called the Association) filed a petition requesting the Wisconsin Employment Relations Commission to initiate compulsory final and binding arbitration pursuant to Sec.111.77 of the Municipal Employment Relations Act, for the purpose of resolving an impasse arising in collective bargaining between it and the Forest County Sheriff's Department (Hereinafter called the Employer or County) on matters affecting wages, hours, and conditions of employment. On May 17, 1983, a member of the Employment Relations staff conducted mediation meetings prior to the filing of the petition, and upon further consultation with the parties received the parties final offers and stipulations on all matters agreed upon. Thereafter, the staff investigator notified the parties and the Commission that the investigation was closed, and that the parties to the agreement remained at impasse. Subsequently, the Commission rendered a finding of Fact, Conclusions of Law, Certification of Results of Investigation, and Orders Requiring Arbitration.

The parties selected Donald G. Chatman as Mediator/Arbitrator on October 6, 1983. A mediation meeting was held on December 14, 1983, at the Forest County Court Building, Crandon Wisconsin, at 2:00 P.M. in an attempt to resolve the outstanding issues in dispute. The parties were unable to reach agreement over the outstanding issues, and the mediator served notice of the prior written stipulation to the parties to resolve the dispute by final and binding arbitration. The mediation meeting was closed at 5:00 P.M. on December 14, 1983, and an arbitration hearing on the issues at impasse was held.

III PROCEDURE

A hearing on the above matter was held on December 14, 1983, at 5:15 P.M. at the Forest County Court House Crandon, Wisconsin, before the arbitrator, under the rules and procedures of Sec.111.77(4)(b) of the Municipal Employment Relations Act. At this hearing both parties were given full opportunity to present their evidence, testimony and arguments, to summon witnesses, and to engage in their examination, and/or cross examination. After presentation of evidence, testimony, and witnesses and their examination, the hearing was adjourned until receipt of final arguments presented in written briefs and rebuttal briefs. The exchange of rebuttal briefs was completed on January 23, 1984, and the hearing was closed at 5:00 P.M. January 25, 1984.

Based on the evidence, testimony, arguments and the criteria set forth in Sec.111.77(5-7) of the Municipal Employment

Relations Act, the mediator/arbitrator renders the following award.

IV FINAL OFFERS AND ISSUES

The Association's final offer is attached as Appendix A. The Employer's final offer is attached as Appendix B. The stipulations of the parties are on file at the Wisconsin Employment Relations Commission with the exception of Articles XXVIII Sec. 1,2,3, attached as parts of Appendix A and B which were mutually stipulated as being incorporated into the parties agreement. Article XVII, HOURS PER WEEK, was mutually agreed upon by both the Employer and Association prior to the Arbitration hearing, and is currently in practice between the parties.

V ISSUES

A review of the final offers of both parties reveals that the remaining outstanding issues are (1) Salary, and (2) Article XXIV, OVERTIME, for which both parties seek change in the existing agreement.

1. Salary

A review of the final offers regarding salary shows the employer proposes to increase the basic salary of full-time deputies and deputized Steno-Clerk by 5.1% per month over the existing base salary in the 1983 contractual year. This proposal would increase the minimum monthly base salary from \$1,049.00 to \$1,102.50. The maximum monthly salary increase for full-time deputies would be from \$1,190.00 to \$1,250.69. The deputized Steno-Clerk's hourly wage would increase from \$5.01 to \$5.27 per hour (Schedule B, p.11 1982 Joint Exhibit). The Association's final offer on salary proposes to increase salaries of all members of the bargaining unit by \$95.20 per month, a minimum monthly increase of 8.0% to a maximum of 8.3% for full-time deputies. This proposal would increase the hourly salary of the Steno-Clerk from \$5.01 to \$5.56 per hour, an increase of 10.9%.

At the hearing there were some differences between parties as to the costs and real percentages of the proposals, as well as what the final costs of the salary proposals would entail. The mediator/arbitrator has deemed the aforementioned costs to represent the final proposal offers from the testimony and evidence presented at the hearing.

2. Overtime:

A review of the final offers of the parties regarding overtime shows that both the Employer and the Association propose changes in Article XXIV of the existing agreement in the following manner:

Present: Effective January 1, 1982, overtime will be compensated at the rate of time and one-half. Overtime is defined as any hour worked in excess of normally scheduled hours, provided these hours are actually worked.

Employer: Section 1: Overtime will be compensated at rate of time and one-half. Overtime is defined as any hour worked in excess of normally scheduled hours, provided these hours are actually worked.

Association: Section 1: Effective January 1, 1982 overtime will be compensated at the rate of time and one-half. Overtime is defined as any hour worked in excess of normally scheduled hours, provided these hours are actually worked.

Deputies who are required to work in excess of the scheduled workday or workweek (excluding the Sheriff and Chief Deputy) shall be paid time and one-half. Any excess time worked over the scheduled workday or workweek shall be compensated by either paid time and one-half or compensatory time off at time and one-half at the deputies discretion. Any

full-time deputy working another's comp.time, must either take time and one-half pay or time off(comp.time) equal to the hours worked. Twelve hours comp. time for 12 hours worked.

SECTION 2: REMAINS UNCHANGED and UNCONTESTED

Present: Section 3: In all instances in which overtime is available, the Sheriff shall at his discretion, decide whether to call part-time or full-time deputies. Should he call upon a full-time deputy, he shall utilize a revolving seniority roster in all instances, except those in which he reasonably determines that an emergency exists, in which case he can call upon that deputy he believes can respond in the shortest period of time.

Employer : REMAIN UNCHANGED

Association: Proposes and addition to Section 3
Full-time deputies have first choice of all non emergency type overtime and this extra work shall be determined by seniority.

The Employer and the Association stipulate that no other outstanding issues are at impasse which would prevent resolution of the 1983 agreement between the parties.

VI CONTENTIONS OF THE PARTIES

Salaries:

The Association contends that its request of an 8% or \$95.20 per month increase for all members of the bargaining unit is justified because they receive lower pay compared to comparable counties of similar locale and population, that the \$35.00 per month above the County's final offer is towards catching up with comparable counties. The Association's stated rationale was that the County has the ability to pay, that the Association's proposal on salary is an attempt to keep salaries in line with other counties, prevent low morale, provide educated, trained and qualified officers for the deputies positions, and to seek to maintain living standards. The Association contends that food, clothes, and other essentials cost more in this area than other communities, that the heating season is longer and therefore more expensive. They further contend the County has the ability to pay the requested wage increase from sources other than property taxes, citing certificates of deposit, federal revenue sharing, money from corporations, and from the Federal Government, plus an excellent credit rating. Finally, the Association contends that deputies are different from other employees because they may be required to work 24 hours per day, weekends, holidays, the job risk is high with mental anguish and stress, and the position requires special training.

As evidence to sustain their position on salaries the Association presented the reported salary of several counties of supposedly comparable size, and the monthly salary for deputies employed in similar capacities. The documented data indicates

state aids and federal revenue funds. The Employer states that the County has levied increasing taxes, but offers no evidence of property valuation during the corresponding period. The Employer contends that while it has the ability to pay the Association's requested salary increase, and has not reached its levy limits, its offer of 5.1% is equitable in the environment which the County and community must live.

In regard to comparability to other surrounding county deputy salaries, the Employer contends that while the Forest County deputies' salaries are lower, "the real question, however, is how much lower should our deputies be paid than those deputies in surrounding counties". The Employer contends that the salary offer of 5.1% is larger than the 4.02-5.0% range of increases received by deputies in surrounding counties for 1983. The Employer maintains that catch-up is only a viable consideration if the relative wealth of the County increased also. Thus the Employer contends that in view of its offer on salary being a greater percentage of the base salary than was received by surrounding county deputies, its final offer on salary should be sustained.

Overtime:

The Association's contentions on overtime are the following: (1) that the full-time deputies should have preference on nonexigent overtime by seniority, (2) that the Association's proposal on overtime makes a money saving offer to the County and provides benefits to the Sheriff and the County. The Association asserts that part-time deputies are called upon to work ahead of full-time deputies by the County for the primary purpose of saving money, that no other County in the State of Wisconsin practices this unsound and discriminatory procedure. Thus, the Association maintains that their final offer on Overtime should be sustained.

The Employer contends that the issue of overtime was settled in the 1982 negotiations, and the deputies seek only one year later to enlarge the agreement. The Employer asserts that the deputies were not deprived of overtime, but have not had the opportunity to work as much overtime as was available. The Employer contends that the Association's final offer on Overtime is an additional wage increase and should not be sustained. No evidence, testimony, or rebuttal was offered as rationale for the Employer's final offer change of the overtime article.

VII DISCUSSION

The parties have presented evidence and argument in the following areas: (1) the interests and welfare of the public and the financial ability of the unit of government to meet these costs. (2) comparisons of wages, hours and conditions of employment of the employees involved in the arbitration proceeding, with the wages, hours and conditions of other employees performing similar services and other employees generally, and (3) public employment in comparable communities.

Some of the arguments and evidence presented correspond to the factors of consideration by the mediator/arbitrator in making this decision. Other testimony and document submission is not relevant or germane, nor does it address the issues in dispute between the parties. The preponderance of the parties' presentations to the mediator/arbitrator were on the financial ability of the employer, the interest and welfare of the public, and comparability with other employees performing similar services. The Employer, in testimony and briefs, has specifically stated there is no inability to pay the costs of the final offers.

On the matter of comparability, the Association presented evidence of the salary schedules for fourteen counties reportedly of similar environment. The Employer presented evidence of the salary schedule of five of the surrounding counties, excluding Marinette County. The Association also did not present any evidence on Marinette County salary schedules as a comparable

county even though this is an adjunct county. The mediator/arbitrator finds that while all the counties placed in evidence for comparability are similar in topography, and non urban in character, there are dissimilarities in population and in number and size of incorporated communities. Thus, the use of the five surrounding counties excluding Marinette County are the preferred governmental units for comparability.

1982-1983 TWO YEAR SENIORITY COUNTY SALARY COMPARISONS

County	1982 Monthly	\$ Diff. F.C.	% Diff. F.C.	1983 Monthly	% Inc.	\$ Diff. Monthly	% Dif
Vilas	1259.72	-69.72	5.5	1319.72	4.8	69.03	5.2
						34.52	2.6
Oneida	1316.60	-126.60	9.6	1381.11	4.9	130.42	9.4
						95.91	6.9
Langlade	1353.00	-163.00	12.04	1423.00	4.02	172.31	12.1
						137.80	9.6
Oconto	1474.00	-284.00	19.2	No Data Given for 1983			
Florence	1372.82	-182.82	13.3	1441.42	5.0	190.73	13.2
						156.22	10.8
Forest	1190.00	County Offer		1250.69	5.1		
		Association Offer		1285.20	8.0		

The data indicates the dollar salaries for Forest County deputies are the lowest for comparable counties on average by \$165.00 dollars/month. The average dollar increase for 1983 in these comparable counties is over sixty-five dollars per month even excluding Oconto County which is the highest paid of the comparable counties. These reported salary figures would indicate that the Forest County deputies would remain the lowest paid group within the comparable counties regardless of either parties final offer on salary being selected. The Employer's final offer in actual dollars would widen the disparity between comparable counties in 1983. While the Employer ceded that the salaries of Forest County deputies were the lowest of comparable counties, they maintained that a primary issue and consideration is how much lower should the deputies' salaries be in comparison to surrounding counties. The mediator/arbitrator is of the opinion that the deputies' salaries should not be lower by a greater dollar disparity than exists in 1982, unless extraordinary circumstances can be demonstrated. The Association's final offer is higher than those of comparable counties by approximately twenty five dollars monthly per person. Their final offer must be viewed in light of the financial ability of the community and the economic situation of the area.

A review of the evidence and argument presented by both parties demonstrates that the Employer is not in a status of financial or economic exigency. Further, that the financial and economic position of the Employer is improved relative to comparable counties, and the settlement on either salary final offer would not require an increase in property taxation levy. Conversely, the Employer's offer would create a wider disparity in the salaries of the deputies within these same comparable counties. Thus the Association's final offer on salary is selected.

A review of the testimony and arguments regarding the parties final position on overtime shows a decided lack of clarity on the part of both parties. The Association's final proposal on changes in Article XXIV, OVERTIME, appear to presently exist in the current agreement, and through the Findings of Fact. Their requested changes would seem to inhibit the Employer in the performance of a vital public function. The Employer's final position on the changes desired in Article XXIV are not explained, justified, or rebutted. Thus, the mediator/arbitrator has no information on the Employer's intent.

VIII AWARD

The 1983 Agreement between the Forest County Deputy Sheriff's Association and the Forest County (Sheriff's Department) shall include the final offer of the Forest County Deputy

Sheriff's Association for 1983, and the stipulations of agreement (existing Article XVII, and Article XXVIII) as submitted to the Wisconsin Employment Relations Commission.

Dated this 25 day of February 1984, at Menomonie, Wisconsin

Donald G. Chatman
Donald G. Chatman, Mediator/Arbitrator

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FINAL OFFER TO FOREST COUNTY DEPUTY SHERIFF'S ASSN.

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

1. Salary: County shall increase the deputies and deputized Steno-Clerk basic salary by 5.1% per month.

2. Article XXIV - Overtime:

Section 1. Overtime will be compensated at the rate of time and one-half. Overtime is defined as any hour worked in excess of normally scheduled hours, provided those hours are actually worked.

All deputies who earn overtime shall have the option to be compensated either by time and one-half pay or compensatory time off at time and one-half except in those instances in which a deputy is working overtime in order to relieve and/or to take the place of a deputy who is off from work as a result of exercising compensatory time. In such instances said deputy shall retain the option of either taking time and one-half pay or compensatory time paid at straight time rate i.e., equal to the hours worked.

Sections 2 and 3 shall remain the same as in present contract.

3. Article XXVIII - Fair Share:

Section 1. The employer agrees that effective January 1, 1983, it will deduct from the monthly earnings of all employees in the collective bargaining unit an amount certified by the Association equal to the current dues uniformly required of all members, and pay said amount to the Treasurer of the Association on or before the end of the month in which said deduction was made.

Section 2. Changes in the amount to be deducted shall be certified by the Association thirty (30) days before the effective date of the change.

Section 3. As to new employees, such deduction shall be made from the first pay check following the first six (6) months of employment.

Section 4. The employer will provide the Association with a list of employees from whom such deductions are made with each monthly remittance to the Association.

4. Articles governing hours and work week shall remain the same.

V

FOREST COUNTY DEPUTY SHERIFF'S ASSOCIATION
CRANDON, WISCONSIN 54520



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Final proposal to Forest County from the
Forest County Deputy Sheriff's Association
in mediation

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WISCONSIN EMP
RELATIONS BOARD

ARTICLE III - RIGHTS OF COUNTY

Delete I of Section 2

Delete last two (2) sentences of last paragraph on page 2 and add, the Association does not divest itself of its rights under Chapter 111 (One hundred and Eleven) of the Wisconsin Statutes. *drop*

to agreed to this on 8-15-83

ARTICLE XVII - HOURS

Deputies will work 40 hours per week on the basis of 4 days on and 4 days off at 12 hours per shift as is now in effect.

ARTICLE XXI - SALARY

The County shall increase the deputies and deputized steno/clerk basic salary by \$95.20 per month.

ARTICLE XXIV - OVERTIME

Drop Section 3 of present contract.

Add to Section 1: Deputies who are required to work in excess of the scheduled work day or work week (excluding the Sheriff and Chief Deputy) shall be paid time and one half. Any excess time worked over the scheduled work day or work week shall be compensated by either paid time and one-half or compensatory time off at time and one half at the Deputies discretion. Any full-time deputy working another's comp time, must either take time and one half pay or time off (comp time) equal to the hours worked. Twelve hours comp time for 12 hours worked.

Add Section 3: Full time deputies have first choice of all non-emergency type overtime and this extra work shall be determined by seniority.

ARTICLE XXVIII - FAIR SHARE

Section 1: The employer agrees that effective January 1, 1983, it will deduct from the monthly earnings of all employees in the collective bargaining unit an amount certified by the Association equal to the current dues uniformly required of all members, and pay said amount to the Treasurer of the Association on or before the end of the month in which said deduction was made.

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Section 3: As to new employees, such deduction shall be made from the first pay check following the first six (6) months of employment.

President: Mike Montz

Vice Pres.: Bob Jarvais

Sec.-Treas.: Arthea Lamond

FOREST COUNTY DEPUTY SHERIFF'S ASSOCIATION
CRANDON, WISCONSIN 54520



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Section 4: The employer will provide the Association with a list of employees from whom such deductions are made with each monthly remittance to the Association.

Articles covering Hours and Fair Share are now being practiced by both the County and the Association.

MIKE MENTZ

President: [REDACTED]

BOB JARVAIS

Vice Pres. [REDACTED]

ARTHEA LAMOND

Sec.-Treas. [REDACTED]