

Secretary

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STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

\* \* \* \* \*

\* In the Matter of the Petition of \*

\* OCONTO COUNTY SHERIFF'S LOCAL 778-B \*

\* for Final and Binding Arbitration \*

\* Involving Law Enforcement \*

\* Personnel in the Employ of \*

\* OCONTO COUNTY \*

\* (SHERIFF'S DEPARTMENT) \*

\* \* \* \* \*

Case XLII  
No. 31452  
MIA-773  
Decision No. 20984-A

I. APPEARANCES

On Behalf of the Employer: Dennis W. Rader,  
Attorney at Law - Mulcahy & Wherry, S.C.

On Behalf of the Union: Cindy Fenton and Georgia Johnson  
Staff Representatives, Wisconsin Council 40, AFSCME, AFL-CIO.

II. BACKGROUND

On April 18, 1983, the Union filed a petition with the Wisconsin Employment Relations Commission requesting that the Commission initiate the 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 of law enforcement personnel for the year 1983. On May 18, 1983, a member of the Commission's staff conducted an informal investigation. On September 9, 1983, the investigator advised the Commissioner that the parties were at an impasse on the existing issues outlined in their final offers and closed the investigation. The parties did not establish a mutually agreed upon procedure for the final resolution of their dispute and further the parties were not mutually agreeable that the arbitration should not be limited to the last and final offers of each of the parties. On September 14, 1983, the Wisconsin Employment Relations Commission ordered the parties to select an arbitrator to assist them in resolving their differences. On October 11, 1983, the Commission, based on the selection of the parties, appointed the undersigned as Arbitrator.

A hearing in the matter was conducted in Oconto, Wisconsin, on January 18, 1984. Prior to the hearing the parties resolved one of the items in contention in their final offers; this related to the Union's demand for an increase in the uniform allowance. The hearing proceeded based on the remaining issues. Subsequent to the hearing the parties filed briefs, the exchange of which, was completed June 22, 1984.

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. Wages
- B. Holidays
- C. Shift Differentials

With respect to wages, the Union's final offer proposes a 4% increase effective January 1, 1983, and an additional 3% increase effective July 1, 1983. With respect to wages, the Employer proposes a 5% across-the-board increase effective January 1, 1983.

Regarding holidays, the Union proposes one additional holiday in the form of two additional one-half holidays to be taken on Good Friday and Christmas Eve Day. This, in combination with half-day holidays presently in the contract for these two days, would result in full holidays. The Employer proposes a total of nine and one half (9½) holidays. This is an increase of one-half holiday over the holiday provision in effect during the 1982 contract year.

The Union also proposes a shift differential to apply to deputies and jailers/dispatchers. They propose the deputies on the "C" shift receive a 10 cent per hour shift differential and that deputies on the "D" shift and "E" shift receive a 20 cent per hour shift differential. With respect to jailers and dispatchers, they propose that those employed on the "D" shift receive a 10 cent per hour differential and those employed on the "C" shift receive a 20 cent per hour differential. The Employer has no offer with respect to shift differential and proposes to maintain the status quo.

#### IV. ARGUMENTS OF THE PARTIES

##### A. Comparables

###### 1. Union

The Union proposes that the Arbitrator compare the final offers to five counties, including Marinette, Langlade, Shawno, Forest, and Door counties and the City of Oconto and the City of Oconto Falls Police Department.

They also engage in analytical comparisons involving internal comparables which include the Oconto County Highway Employees, Local 778, AFSCME; the Oconto County Courthouse Employees, Local 778A, AFSCME; and Oconto County Unified Health Employees, Local 778D, AFSCME.

With respect to the external comparables, the Union contends that their selection of comparable counties fits the traditional bench marks of comparability, such as geographic proximity, population, equalized value, and full value - per capita.

With respect to internal comparables, they suggest that arbitrators have often found internal comparables of great significance with respect to benefits, such as holidays and the maintenance of similar levels of such benefits among the various employee groups of a single employer.

###### 2. The Employer

The Employer submits that ten counties are comparable with Oconto County. They are: Door, Florence, Forest, Langlade, Lincoln, Marinette, Menominee, Oneida, Shawno, and Vilas counties. They submit that this comparable pool provides the Arbitrator with the most appropriate and meaningful basis in order to formulate an integral and relevant analysis of the issues. They too suggest that their comparabilities are established along the traditional parameters of comparability.

With respect to the Union's proposed set of comparables, the Employer contends that such a group is too narrow. They believe that adoption of the Union's comparable group would limit the comparability scope to an extent that would not allow the Arbitrator to make a totally informed judgment about the Parties' offers. For instance, Langlade County has no job classifications for two of the four positions surveyed by the Union. Forest County has only one job classification for the four unit positions surveyed by the Union. Thus, in the Employer's view, the Union is asking the Arbitrator to make an equitable analysis of the Parties' offers based on a three county comparison for 50% of its limited comparative analysis.

The Employer also objects to the Union's proposed use of the City of Oconto and the City of Oconto Falls as comparables. First in this respect they note that the Union has only submitted one year of wage comparison information for these municipalities. This, in their opinion, makes it improper to properly assess the comparative wage position of the County in contrast to these city police units. Moreover, they contend that arbitral opinion has not established a consistent policy of utilizing city police departments as a comparable basis to county sheriff departments. They note that several arbitrators have refused to grant primary weight or any weight at all to this type of comparable. Even if the Arbitrator would use the two municipalities proposed by the Union in his comparability analysis, the Employer suggests that they should be reduced to a secondary comparison. Even this would be difficult in view that the Union has not submitted, in the Employer's opinion, adequate data for appropriate comparability and analysis. They also note that the City of Oconto Falls Police Department is non-union and that arbitrators tend not to give weight to non-union settlements.

## B. Wages

### 1. Union

As general background to their arguments, the Union states that they expect the Employer will argue that it has always been the policy of the Employer to treat all its employees as equitably as possible. However, based on a local newspaper editorial, they submit that law enforcement services in Oconto County are particularly valued. This results in a community sentiment which has dictated that "equitably" has always meant that the law enforcement personnel have received just a "tad" more in wages and benefits than do employees in other units. Thus, in view of what they consider a historically favorable relative treatment of law enforcement personnel, they submit that "equitable" has come to mean a maintenance of a slight disparity in wages and benefits favorable to the law enforcement personnel based on their value to the community. Thus in general, the County's final offer, in all respects, represents a marked departure from this traditional definition of "equitable."

The Union notes that their offer provides a lift of 7% with a cost of 5.5%, whereas the Employer's offer is a 5% lift with a 5% cost. The Union then compares the final offers to settlements in other Oconto County units, namely Highway, Courthouse, and Unified Health, noting that the Employer has agreed to settlements in these units which exceed the Employer's offer in the Sheriff's unit. The Union submitted an exhibit which showed that the Oconto Highway Employees' settlement covering a period of August 1, 1983, to July 31, 1984, equalled 4.8%. Their data indicates that the Courthouse Employees' settlement, effective 1/1/83, equalled 7.5%; and the Unified Health Employees' settlement, effective 1/1/83, equalled 8%.

The Union, in support of their position that their wage offer is more reasonable, directs attention to their exhibits which compare various bargaining unit positions to those found in their

comparable group. However, this comparison is done on an hourly wage basis even though the bargaining unit employees in the instant case were paid on a monthly basis. The Union's argument suggests that this is an appropriate methodology because it is most difficult to compare law enforcement units from county to county because of a number of variables. These variables include differences in the number of hours constituting a "normal" schedule, due to requirements, rotation, different maximum rate classifications, and scheduled overtime. When viewed on this basis, they direct special attention to the Oconto County jailers contending they are far behind jailers in Shawano, Marinette, and Door County. They also suggest, although not as great, there is a wage disparity for other classifications when compared to the external comparables. They also make special reference to testimony of Chief Mondloch of the Oconto Falls Police Department, who indicated the wage adjustment for his department for 1983 was, depending on the classification, 5.5% to 7.5%. Thus, they submit their wage offer is more reasonable and is necessary in order to maintain the equitable wage relationships "as they are defined in Oconto County."

## 2. The Employer

The Employer first argues that their wage offer is most reasonable because it exceeds the increases in the consumer price index. They present a number of charts which indicate that the rate of inflation has ranged from an annual average of 6.8% in 1982 (CPI-U) to a position of 3.9% (CPI-W) in December, 1982; and from a high of 3.8% (CPI-U) in January, 1983, to a current low of 2.8% (CPI-W) in November, 1983. The County suggests that their final offer is closer to all of these index comparison time frames. Thus, they submit that the fact that the major inflation indicators are continuing in a downward progression, that the Union's final offer of 7.2% average total package cost or the 8.6% year end total package cost is excessive based on the current rate of inflation.

The County next argues that their wage offer is more reasonable when compared to the wages received by sheriff department employees in comparable counties. This argument has four components.

First, they contend that their final offer maintains the compared ranking of the County among the comparable counties for 1983. They submit a chart that they believe clearly establishes that in 1983, under the County's final offer, the sheriff department employees will maintain the same rank they held in 1982 regardless of the outcome of arbitrations in the unsettled comparable counties.

The next component of the Employer's comparable wage analysis is their assertion that the wage only increases generated by the County's final offers, are closer to the average wage only increases negotiated in the comparable counties. They base this argument on analysis of the impact of the offers in terms of average monthly dollar increases. They then present a chart showing the average dollar monthly increases generated by the final offers compared to those that would be received if the Employers' positions are awarded in comparable counties and if the Unions' positions are awarded in the comparable counties. They submit that a review of this chart demonstrates that their final offer generates increases which are closer to the average dollar increase settled in comparable counties at five of the six comparable classifications if the Employers' final offers are awarded. On the other hand, if the Unions' final offers are awarded in these comparable counties, the County's final offer generates an average dollar increase that is closer to the average dollar increases at four out of six employee classifications. Thus, they believe that the County's offer is more reasonable.

The County does a similar analysis in terms of the average percentage increases generated by the County's final offer. They

contend that the County's final offer is more comparable than the Union's. They contend that at five out of six employee classifications, regardless of whether the Employers' or the Unions' final offers are awarded in the comparable counties, the percentage increases generated by the Employer's final offer are closer to the average percentage increases settled in the comparable counties. They point out that in fact the County's offer exceeds the average percentage increases awarded under both Union and Employer final offers in all these counties. The Union's offer would bring increases that greatly exceed the level of settlement based on a percentage basis in the comparable counties.

The County also does the same statistical analysis based on the Union's limited comparison pool and concludes that their final offer is still more comparable than that of the Union. They contend that the rank of Oconto County is maintained under the Employer's final offer when compared to the more limited comparable pool as are the average dollar increases and the average percentage increases generated by the Employer's offer.

The last two arguments made by the Employer in terms of wages are that their final offer best meets the interest and welfare of the public in Oconto County and that the County's final offer is more reasonable when compared to the total compensation provided the sheriff department employees in comparable counties. With respect to the interest and welfare of the public, they note that the County has proposed a wage only increase of 5.09% resulting in a total package cost of 6.11%. Comparing this to the Union's final offer of 5.59% in wages and 7.26% average total package cost, which converts based on a year-end calculation to 7.09% wages only and total package of 8.62%. They note the split increase proposed by the Union will cost the County a 1.5% lift in 1984 because the County must bargain off the higher year end rate that results under the Union's final offer. This 1.5% cost to the County should not be ignored when considering the impact of the final offers. This is especially true in their opinion due to the state of the economy and the need for restraint in public sector settlements.

With respect to total compensation, the County believes that their total compensation including fringe benefits is very competitive in comparison to other employees. They do an analysis based on longevity, health insurance, dental insurance, retirement, holidays, vacations, and educational reimbursement; and conclude that the Oconto County wages and fringe benefits compare very favorably with wages and fringe benefits received by sheriff department employees in comparable counties.

### C. Holidays

#### 1. Union

The Union suggests that if the Employer's case has a "fatal flaw," it is their attempt to "split the difference" with respect to the holiday offer. With respect to holidays they rely heavily on internal comparisons. They note that the Courthouse and Unified Health units have ten paid holidays, and that the Courthouse employees, based on rotation, have five "half staff" days each year. They also note that the Highway unit has proposed for their next contract that the County add two additional paid holidays. And should they even only obtain one, the Sheriff Department employees would lag behind in terms of holidays necessitating "catch-up." They ask the Arbitrator also to bear in mind the fact that law enforcement personnel in Oconto County traditionally lead and not follow the other units in wages and benefits. They also make reference to the Cities of Oconto and Oconto Falls, which have ten and eleven holidays respectively.

#### 2. The Employer

The County believes their offer is most reasonable in terms of

holidays and that it guarantees the Sheriff Department employees will receive 9.5 annual holidays, whereas the average number of annual holidays in the comparable counties in 1982 was 8.9 holidays. Out of the ten comparable counties, four have fewer holidays than Oconto, three have the same number of holidays, and thus, in 1982, even at only nine holidays, Oconto provided an equivalent or better holiday benefit than seven of the ten comparable counties. The same is true in 1983, where the average is again 8.9 holidays. Seven counties are offering less annual holidays to their unionized employees than Oconto and additionally two counties will be offering the same holiday benefit. Thus, they are offering the equivalent or better annual holiday benefits than nine out of ten comparable counties.

With respect to internal comparables on the holiday issue, the Employer argues that the County has no consistent internal pattern that would support the Union's request. They note that the Highway department receives nine annual holidays, whereas the Courthouse and Unified services receive ten. Thus, the average number of holidays among these three units is 9.6 days. This is closer to the Employer's offer of 9.5 than it is to the Union's request for 10 days. Additionally, the fact that there are a varied number of holidays granted to each bargaining unit serves to demonstrate that the County has chosen not to establish a policy of internal consistency. They suggest in this vein that requiring employers to provide total uniformity in all benefits for all of their separate units would severely hamper an employer's ability to ensure the external comparability of their wages and benefits.

#### D. Shift Differential

##### 1. Union

The Union believes a certain amount of historical perspective is needed to understand the justification for their shift differential proposal. Prior to the merger of the Sheriff and Traffic Police Departments in mid-1982, the departments were staffed on a 24-hour schedule, with shifts of 12 hours each. Employees on the then "night shift" received a shift premium of 37.5 cents. Subsequent to the merger of the departments, the County ceased providing 24-hour law enforcement services and also ceased paying the shift premium. However, later the 24-hour coverage was reinstated, but the shift differential was not. Moreover, when the coverage was reinstated, four shifts were established. The "C" shift began at 3:00 p.m., and "D" shift began at 5:30 p.m., and the "E" shift began at 8:30 p.m. However, this did not obviate the fact that the bulk of the hours worked, even on the "B" and "C" shifts, fell within what had been known as the "night shift" previously. It seems rational to the Union to 1) restore the shift differential concept and 2) since, by the Employer's creation of more shifts, any premium would apply to more individuals, to lessen the amount of the premium per shift. They believe the Union's offer on shift differential does nothing more than attempt to integrate what was with what is and to apply as equitably as possible to the several job classifications. They note too that the other county law enforcement comparables demonstrate that in only Marinette County is the differential paid to dispatchers less than that offered by the Union in Oconto County and that the Union offer, in relationship to the other counties, falls well within the range of differentials paid and it is certainly much below the former differential.

##### 2. The Employer

The County contends that the Union has not adequately justified their proposal for changing the level of shift differential payment. They believe the Union's proposal is excessive for several reasons. First, they note that in 1982, 50% of the comparable counties had no shift differential benefit whatsoever. In 1983, four of the same five counties offered no

shift differential benefit. Clearly in view of this, it is the County's opinion that there is no definite pattern established which would indicate that counties who had no shift differential in 1982 were voluntarily agreeing to the addition of this new benefit. Further, since only half of the counties have the benefit, the Union cannot claim that shift differential payment is a common and prevalent practice. Further, the increase under the Union's proposal would cause a 240% increase in this benefit. Moreover, they suggest that the Arbitrator consider that the Union is proposing to change the status quo and that with this comes the burden of proof. They do not believe the Union has sustained its burden of proof.

## VI. DISCUSSION AND FINDINGS

The Arbitrator must first consider the competing contentions regarding the appropriate employers to be used as a basis of comparison. Under normal circumstances, the Arbitrator might find that the contiguous counties proposed by the Union would be an appropriate comparable group. However, as the Employer points out, several of the contiguous counties do not have--as can be determined by this record--comparable positions to those found in Oconto County. Moreover, there are a limited number of settlements in these counties. Accordingly, the Arbitrator finds it desirable to analyze the final offers in the context of a larger comparable group. Those proposed by the Employer, in addition to the unionized law enforcement unit employed by the City of Oconto, seem to provide an adequate basis for comparison. Thus, the Union's proposal must be viewed in terms of not only how it compares to the dollar increases received by comparable employees, but also must be viewed in relationship to the wage rates it creates relative to comparable employees. Essentially, it must be asked under which offer does an employee receive the most comparable actual dollar increase and which offer results in wage levels or rates most consistent with the wage rates of comparable employees.

The Employer does provide analysis based on two different sets of assumptions. First, they do an analysis assuming that all employer offers in the unsettled counties are accepted, and second, they do an analysis assuming that all union offers in the unsettled counties for 1983 are accepted. The Arbitrator is less comfortable with this approach than he is by simply limiting the comparative analysis to the comparable employers settled for 1983. These voluntary settlements taken as a whole are probably more indicative of a reasonable settlement pattern than assuming that all union or all employer offers would be implemented. The Employer's approach is speculative and it is more likely that the settlements will be a mixed result either by virtue of compromise or a combination of wins and losses by the employers and the employees. Accordingly, our analysis focuses in 1983 on those comparables with 1983 settlements. This is more indicative of the ultimate pattern than either of the sets of data resulting from the Employer's assumption. Based on this, the preferred offer on wages will be the one which results in dollar increases and wage levels or rates most consistent with the settled contracts in the comparable group. This analysis, on a position by position basis, is reflected in Appendixes A-F.

The Arbitrator has reviewed as a whole the external and internal wage data and the other portions of the final offers and has concluded that the Union's proposal is not justified. This conclusion is reached for several reasons.

(1) The Employer's offer results in actual dollar increases closer to the average dollar increases received in most of the wage classifications relative to the external comparables. For instance, the average increase for Investigators in the external comparables was \$68 per month or 4.5%. The Employer's offer is 5.0% resulting in a dollar increase of \$74 per month. The Union

offer results in actual dollar increases even greater. Therefore, the Employer's increase is not unreasonable. A similar result occurs at the Radio Operator position. The average increase was \$42 or 3.2%. Under the Employer's offer the increase for Radio Operators was \$58 or 5.0%. The Union offer is even greater. Again this favors the Employer's proposal. Both Parties proposed a relatively greater increase for Desk Sergeants than that afforded other positions. From the perspective of dollar increases, the Employer's proposal results in an increase of \$93 per month or 6.7% and this is greater than the average increase for employees in the same positions in the external comparable group of \$59 per month or 3.9%. The offers for Deputy are both very close to the average. The Employer's offer results in a dollar increase slightly more than the average and only slightly less than the average on a percentage basis (5.0% vs 5.2%). The lower 5% increase results in a greater dollar increase because the wage level for Deputies in Oconto County is, under either offer, greater than the average. Under the Employer's offer, Deputies will be paid \$1548 per month compared to \$1471 on the average for Deputies in comparable counties.

The increase under the Union's offer for Jailer and Road Sergeant is slightly closer to the average than is the Employer's. However, this does not outweigh the preference for the Employer's offer at the three other classifications. This is for several reasons. For instance, the majority of employees are covered by the three classifications favored under the Employer's offer. Another reason is that the Employer's offer is very close to the average for Road Sergeants and Jailers, thus, no great inequity in terms of increases occurs at these bench marks by accepting the Employer's offer. For instance, there is only a \$5 per month difference in terms of actual dollar increases in the offers for the Jailer position and only \$9 per month difference for Road Sergeant.

(2) The next reason the Employer offer was selected was that when total compensation was considered, the Union has not justified the need for the "lift" resulting from the split increase.

There is no need for a lift for Deputies who are the largest single class of full-time employees (7 out of 20). It was noted above that their wage levels are already in excess of the average based on year end rates. At the Radio Operator bench mark, based on year end rates, employees would be behind the average \$46 per month under the Union offer and \$69 per month under the Employer offer. At the Road Sergeant position, they would be \$20 a month behind under the Union offer and \$52 per month below the average under the Employer offer. The employees are also somewhat slightly behind in wage levels at the Investigator bench mark. Under the Union offer the year end wage rate would be \$17 below the average and under the County's offer it would be \$46 below the average.

When viewed in terms of only wages, some lift would seem to be justified. However, this kind of difference in wages is justified when the Oconto County total compensation package is considered. Employees in the Sheriff's Department receive other economic benefits which many other employees in the external comparable group do not. Most significant here are dental insurance and a relatively healthy longevity payment. Of the ten comparable employers, Oconto is the only county which provides dental insurance. This is a significant economic benefit.

With respect to the benefit of longevity payments, it is noted that in Oconto County there is no cap on longevity payments, whereas in five of the other nine counties which have longevity payments, there is a cap on such payments. This results in Oconto employees receiving substantially higher than the average longevity payments. The average longevity payment where applicable for a Deputy with six years of service is approximately \$120 compared to \$232 for the same Deputy in Oconto County. A Sheriff's Department



employee in Oconto County with six years of experience in 1983 would receive an annual payment of \$232 from the County. In Door County and Lincoln County, an equivalent employee would receive only \$108 in longevity payments. In Langlade County, a similar employee would receive \$180 in longevity payments. In Marinette County, an employee would receive \$90 in 1983. In Vilas County, the employee would receive only \$60 in longevity payments, and in Shawano County, which has a 2% computation figure for longevity benefits, an employee would receive \$173. Florence, Forest, and Oneida Counties have no longevity payment. This difference would increase over time as well because of the lack of a cap and because most longevity payments are based on a straight dollar figure per year of service, whereas Oconto County is only one of two based on a percentage figure which works to the advantage of an employee.

Thus, when longevity payments and dental insurance are considered, the fact that the wage rates for Radio Operators and Road Sergeants lag slightly behind the averages, it is not significant.

On the other hand, a lift does seem justified for the Desk Sergeants and Jailers as there is a great wage disparity relative to the external comparables. The Arbitrator notes that Jailers in Oconto County are not sworn officials, whereas they are in other counties. This may account for some of the difference. This disparity favors the Union offer, however, not enough to outweigh the preference for the Employer's offer on the other three positions in which the majority of the bargaining unit is employed. Moreover, the Union's offer is only a slight improvement over the Employer at these bench marks and the Employer offer does seek to address the disparity problem for Desk Sergeants.

(3) Another reason the Employer's offer is preferred is because there is no clear preference exhibited for either offer based on internal comparables. The Union offer is close in cost to two of the other three unionized employee groups in the County (7.5% for the Courthouse and 8% for the Unified Health). However, the Employer's offer exceeds the Highway Department settlement by .2% (5% versus 4.8%). This tends to favor the Union offer. However, not as much weight can be given to the internal settlements in this case as the external settlements. Internal settlements deserve most weight when a consistent pattern is established. Arbitrators often give significant weight to internal patterns because not to would result in a disparity of treatment. In this case, in at least the year 1983, there has not been any pattern. The Arbitrator can only conclude from this that the respective Parties have believed and concluded at the bargaining table that the respective units have, relative to each other, differences which dictate that they be dealt with based on their individual facts and circumstances. In this regard, and in the context of this case, external comparables are viewed as more significant.

(4) Similarly, in respect to holidays there is no clear preference exhibited for either offer on the holiday issue. The Employer offer which results in 9.5 holidays slightly exceeds the average holiday benefit in the external comparables of approximately 9 holidays. It is also slightly less than the average of 9.6 days for the internal comparisons. On the other hand, the Union offer is consistent with two of the other three internal units. Thus, the offers on this basis are somewhat of a toss-up.

(5) The last reason the Union offer was not preferred is because its offer on shift differential, even if preferable, would not outweigh the other reasons to favor the Employer's offer.

In summary, the Arbitrator finds that the County's offer is most reasonable because it results in wage increases most similar to external comparables. Even though the Employer's offer results

in some cases in year end wage levels slightly less than those paid in the external comparables, the difference is more than made up by a healthy longevity program and dental insurance among other benefits.

VI. AWARD

The 1983 Collective Bargaining Agreement between the Oconto County Sheriff's Department Employee Local 778-B and Oconto County (Sheriff's Department) shall include the final offer of Oconto County (Sheriff's Department) and the stipulations of agreement as submitted to the Wisconsin Employment Relations Commission.

Dated this 21<sup>st</sup> day of September, 1984, at Eau Claire, Wisconsin.



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Gil Vernon, Mediator/Arbitrator

APPENDIX A

ROAD SERGEANT

<u>County</u>	<u>1982</u>	<u>1983</u>	<u>\$ Increase</u>	<u>% Increase</u>
Door	1728	1784	+56	3.2%
Florence	N/P	N/P		
Forest	N/P	N/P		
Langlade	1407	1462*	+55	3.9%
Lincoln	1791	1871**	+80	4.5%
Marinette	1617	N/S		
Menominee	N/P	N/P		
Oneida	1440	1510	+70	4.9%
Shawno	1491	1573	+82	5.5%
Vilas	1502	1672	+170	11.3%
City of Oconto	N/A	1612		
Average	1561	1635	+85	5.4%
Oconto	1519			
Employer		1595	+76	5.0%
Union		1604***	+85	5.6%
Difference from Average	-42			
Employer		-40	-9	-.4%
Union		-31****	0	+.2%

\*Average of split increase. Year end rate = 1477

\*\*Average of split increase. Year end rate = 1898

\*\*\*Average of split increase. Year end rate = 1627

\*\*\*\*Difference based on year end rates (Average = 1647):

Employer -52  
Union -20

APPENDIX B

RADIO OPERATOR

<u>County</u>	<u>1982</u>	<u>1983</u>	<u>\$ Increase</u>	<u>% Increase</u>
Door	1518	1567	+49	3.2%
Florence	890	901	+11	1.2%
Forest	N/P	N/P		
Langlade	N/P	N/P		
Lincoln	1302	1341	+39	3.0%
Marinette	1055	N/S		
Menominee	N/P	N/P		
Oneida	N/P	N/P		
Shawno	1272	1342	+70	5.5%
Vilas	N/P	N/P		
	-----	-----	-----	-----
Average	1207	1287	+42	3.2%
Oconto	1160			
	Employer	1218	+58	5.0%
	Union	1224*	+64	5.5%
Difference from Average	-47			
	Employer	-69	+16	+1.8%
	Union	-63**	+22	+2.3%

\*Average of split increase. Year end rate = 1241

\*\*Difference based on year end rates:

Employer -69  
Union -46

APPENDIX C

INVESTIGATOR

<u>County</u>	<u>1982</u>	<u>1983</u>	<u>\$ Increase</u>	<u>% Increase</u>
Door	1702	1757	+55	3.3%
Florence	N/P	N/P		
Langlade	N/P	N/P		
Lincoln	N/P	N/P		
Marinette	N/P	N/P		
Menominee	1109	N/S		
Oneida	1488	1561	+73	4.9%
Shawno	1491	1573	+82	5.5%
Vilas	1427	1487	+60	4.2%
	-----	-----	-----	-----
Average	1443	1594	+68	4.5%
Oconto	1474			
	Employer	1548	+74	5.0%
	Union	1555*	+81	5.5%
Difference from Average	+31			
	Employer	-46	+6	+ .5%
	Union	-39**	+13	+1.0%

\*Average of split increase. Year end rate = 1577

\*\*Difference based on year end rates:

Employer -46  
Union -17

APPENDIX D

DEPUTY/PATROLMAN

<u>County</u>	<u>1982</u>	<u>1983</u>	<u>\$ Increase</u>	<u>% Increase</u>
Door	1533	1593	+60	3.9%
Florence	1241	1374	+133	10.7%
Forest	1190	N/S		
Langlade	1353	1408*	+55	4.0%
Lincoln	1471	1515	+44	3.0%
Marinette	1539	N/S		
Menominee	1038	N/A		
Oneida	1394	1462	+68	4.9%
Shawno	1368	1443	+75	5.5%
Vilas	1331	1391	+60	4.5%
City of Oconto	N/A	1580		
Average	1346	1471	+71	5.2%
Oconto	1474			
	Employer	1548	+74	5.0%
	Union	1556**	+82	5.6%
Difference from Average	+128			
	Employer	+77	+3	-.2%
	Union	+85***	+11	+.4%

\*Average of split increase. Year end rate = 1423

\*\*Average of split increase. Year end rate = 1579

\*\*\*Difference based on year end rates (Average = 1473):

Employer +75  
Union +106

APPENDIX E

DESK SERGEANT

<u>County</u>	<u>1982</u>	<u>1983</u>	<u>\$ Increase</u>	<u>% Increase</u>
Door	1702	1757	+55	3.2%
Florence	N/P	N/P		
Forest	N/P	N/P		
Langlade	1421	1462*	+41	2.9%
Lincoln	N/A	N/A		
Marinette	1617	N/S		
Menominee	N/P	N/P		
Oneida	1440	1510	+70	4.9%
Shawno	N/A	N/A		
Vilas	1502	1572	+70	4.7%
Average	1536	1575	+59	3.9%
Oconto	1379			
	Employer	1472	+93	6.7%
	Union	1479**	+100	7.3%
Difference from Average	-157			
	Employer	-103	+34	+2.8%
	Union	-96***	+41	+3.4%

\*Average of split increase. Year end rate = 1477

\*\*Average of split increase. Year end rate = 1499

\*\*\*Difference based on year end rates (Average = 1579):

Employer -107  
Union -80

APPENDIX F

JAILER

<u>County</u>	<u>1982</u>	<u>1983</u>	<u>\$ Increase</u>	<u>% Increase</u>
Door	1508	1567	+59	3.9%
Florence	N/P	N/P		
Forest	N/P	N/P		
Langlade	N/P	N/P		
Lincoln	1302	1341	+39	3.0%
Marinette	1539	N/S		
Menominee	N/P	N/P		
Oneida	N/P	N/P		
Shawno	1186	1251	+65	5.5%
Vilas	N/P	N/P		
Average	1384	1386	+54	4.1%
Oconto	827			
	Employer	868	+41	5.0%
	Union	873*	+46	5.6%
Difference from Average	-557			
	Employer	-518	-13	+ .9%
	Union	-513**	-8	+1.5%

\*Average of split increase. Year end rate = 886

\*\*Difference based on year end rates:

Employer -518  
Union -500