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STATE OF WISCONSIN

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

SEP 17 1964

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of Arbitration

between

The Law Enforcement Employee  
Relations Division of the  
Wisconsin Professional and  
Police Association (Monroe  
County Local)

-and-

The County of Monroe

OPINION & AWARD

Interest Arbitration

WERC Case No. 32718

MIA - 858

Decision No. 21522-A

Before: J. C. Fogelberg  
Neutral Arbitrator

Appearances -

For the Association -  
Patrick Coraggio, Bargaining Consultant  
Dennis Petersen, Representative  
Lee Robarge, Local President

For the County -  
Thomas E. Wright, Personnel Director  
Ruth Roberts, County Board Supervisor  
David Shudlick, District Attorney  
Grant Moseley, County Board Supervisor  
Timothy Donovan, Sheriff  
Louis Schlover  
Edward Westphal  
Dale Trowbridge

Preliminary Statement -

The County of Monroe is a municipal corporation organized and existing under the laws of the State of Wisconsin. The Wisconsin Professional Police Association represents all regular full-time and regular part-time employees of

the Monroe County Sheriff and Traffic Departments, excluding any managerial, supervisory or confidential employees.

On October 11, 1983 representatives of the County and the Wisconsin Professional Police Association (WPPA) commenced negotiations over terms and conditions of a new contract which would become effective January 1, 1984. The Parties met thereafter on two additional dates. Following the conclusion of the third meeting on December 21, 1983 it was agreed that an impasse had been reached and the Union indicated they would file for mediation.

The Parties met with the Investigator duly appointed by the Wisconsin Employment Relations Commission on February 23, 1984. Subsequently the Investigator concluded that the Parties had reached an impasse and so advised the Commission, who in turn pursuant to the applicable provisions of Section 111.77 of MERA, submitted a panel of neutral arbitrators to the Parties for selection of a single arbitrator. On March 30, 1984 the Parties met and selected the undersigned as the Neutral to assist them in an effort to resolve their dispute. The Arbitrator was duly notified of the selection from the Commission on April 3, 1984.

The hearing was convened on Thursday, June 21, 1984, at which time the Parties presented arguments and accompanying documentation in support of their respective positions

in connection with the issues outstanding. At the conclusion of the hearing, both sides requested the opportunity to file post-hearing briefs summarizing their arguments. Said briefs were received by the Arbitrator on or before August 15, 1984, at which time the hearing was deemed officially closed.

The Issues -

Pursuant to the final positions submitted to the Commission and certified by the WERC in April of this year, it is stipulated that the issues of wages, uniform allowance and the term of the new Contract remain at impasse.

Position of the Parties -

The ASSOCIATION seeks a two year agreement effective January 1, 1984 and expiring on the 31st day of December, 1985. For the duration of the agreement the Employee Bargaining Unit requests that the following wage increases be awarded:

"Effective 1/1/84 --- 19¢ across the board increase on the 1983 rates.

Effective 7/1/84 --- an additional 19¢ across the board increase on all rates.

Effective 1/1/85 --- a 5% across the board increase on the ending 1984 rates."

In addition, the Association asks that all other 1983 contract terms and conditions not amended by the Parties in negotiations be continued.

Conversely, the COUNTY has offered wage increases for the 1984 contract year to the various positions specified in the Agreement as follows:

Traffic Sergeant	30¢/hour
Patrolman and Deputy	32¢/hour
First year Patrolman and Deputy	26¢/hour
Jail Sergeant	20¢/hour
Radio Operator & Jailer	27¢/hour
First year Radio Operator and Jailer	25¢/hour

The Employer further seeks to divide the payment of uniform allowance into two allotments, the first one to take place on the 15th of January and the balance on July 15th of each contract year. Finally, the County wants a two year agreement with the exception of wage rates as set forth in Article 4 and Health Insurance in Article 18 which would be renegotiated for the 1985 contract year.

Analysis of the Evidence -

In arriving at the decision that has been made here, the Arbitrator has given careful consideration to each of the criteria enumerated in Section 111.77(6) of the Wisconsin Municipal Employment Relations Act, as they relate to the

documents, testimony and written arguments submitted by the Parties.

When analyzing the criteria mandated in the Act, certain factors are quite often assigned greater significance than others by the parties. This particular dispute is no different from the vast majority of impasse conflicts that have arisen in the state since the inception of the statute, inasmuch as one particular criterion has been stressed by both sides: comparability. While all statutory factors have been considered, there is little question but that both Management and the Association relied to a great extent upon wages being paid other law enforcement personnel in the surrounding geographic area. In this regard it is abundantly clear from even the most cursory examination of the evidence that the Parties have further refined this process by routinely utilizing the compensatory schedules in two other specific municipalities for the purpose of arriving at an equitable settlement. Though the Association has sought to include adjacent counties in its presentation and arguments, it is readily apparent that the cities of Sparta and Tomah are of paramount importance and indeed have been for a number of years whenever bargaining has taken place over a new contract.

At the hearing the Employer introduced a 1979 arbitration award involving the City of Sparta, wherein the neutral

relied upon Tomah and Monroe County for primary comparison purposes. The evidence adduced at the hearing indicates that since that time the cities of Sparta and Tomah and the County of Monroe have routinely and consistently been equated to one another. Indeed, in their own words, the Association agrees with the County in this regard and "places great emphasis" on the historical ranking vis-a-vis these three separate entities.

The comparisons between Sparta, Tomah and the County since 1980 are set forth succinctly in County Exhibit 2. This document shows that for the previous four years (1980-1983) the vast majority of the law enforcement personnel in the County have almost consistently received an hourly wage that was either equal to or near that being paid the police officers in Sparta or Tomah.<sup>1</sup> For purposes of the 1984 contract year however, the significance of the settlements in Sparta and Tomah is lessened slightly inasmuch as both municipalities have agreed to a two year contract. The Sparta agreement runs through 1985, while Tomah's commenced with the year 1983. Nevertheless, when viewed historically one finds that an award of either the Association's or the County's position here would essentially continue the comparability pattern. That is, under the Sparta agreement a Radio

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<sup>1</sup> For the purposes of analysis of the evidence, the Arbitrator finds that the basic hourly wage paid under each of the three contracts is the most reasonable given other variables such as the standard work week and longevity that exists among these three governmental entities.

Operator receives an hourly wage of \$7.24 for 1984 and the same position in Tomah pays \$7.77. An award of the Association's position here would average \$7.45½ per hour (this is a weighted average inasmuch as the Association's final offer calls for the hourly increase of 38¢ across the board to be divided into two equal adjustments for the calendar year 1984). The County's offer for this particular position is an increase of 27¢ per hour resulting in a new wage of \$7.44 for 1984. Thus, both positions fall between the range established in Sparta and Tomah. A similar analysis can be made for the position of Patrolman.<sup>2</sup> Here an award of the County's final offer would be \$8.03 an hour for Patrolman - the identical hourly wage now paid to the patrolmen in Sparta. Were the Association's proposal adopted, the patrolmen in the County would receive an \$8 average hourly wage for 1984 contract year - slightly less than the Employer's offer, but nevertheless within the general wage ranges established in Sparta and Tomah. In point of fact, an adoption of the County's offer would result in an hourly wage rate for the classifications of Patrolman and Traffic Sergeant superior to that sought by the Association. Indeed, the overall wage adjustment offered by the Employer represents a 3.94% increase in salaries (utilizing a weighted average

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<sup>2</sup>The two positions of Radio Operator and Patrolman are utilized by the Arbitrator throughout this Award for comparison purposes inasmuch as together they comprise approximately 75% of the bargaining unit.

based on upon 21 bargaining unit members) vs. a slightly lower increase in the calendar year 1984 of 3.8%, were the Association's final position adopted. Similarly, limiting the analysis to the two principal positions of Patrolman and Radio Operator/Jailer, one discovers that the Employer has offered an adjustment of 3.95% for the current contract year while the Association asks for a wage increase of 3.86%. Though both positions are less than the improvements bargained in Tomah for 1984, at the same time they both meet or exceed the adjustment of 3.8% received by the police force in Sparta.

It is unusual indeed to find that an employer is offering more than the employees' bargaining unit representative is asking in terms of monetary compensation. Were the issue here limited to 1984 wages alone, in all probability there would have been no impasse. However, the Arbitrator perceives that it is the second year increase sought by the Association that clearly lies at the center of this dispute. Here the WPPA seeks a 5% adjustment across the board. The fact that the two other external bargaining units stipulated to by the Parties as being relevant have also gone to two year agreements, favors the Association's position. Concomitantly however, the Arbitrator finds no compelling evidence to warrant a 5% increase in 1985. A review of the



record quickly reveals that the employee bargaining unit entered only one exhibit into evidence that briefly examined what other municipalities agreed to in terms of 1985 wage adjustments. These "comparables" were taken from a wide geographic area in the state and by the Association's own admission, were "only illustrative." Without further in-depth analysis of the circumstances surrounding these settlements and/or evidence to demonstrate their relevance to this dispute, the data must necessarily be discounted - with one exception. The exhibit does include Sparta. To this extent, the wage increase agreed to in Sparta for 1985 is germane. Both sides concur that for the contract year 1985, police officers in Sparta will receive an approximate 4% wage increase. Had the Association's final position here more closely paralleled this percentage adjustment, the Arbitrator might well have been amenable to awarding their position, in light of the apparent trend toward two year contracts in both relevant cities and the fact that this 1984 agreement will not be executed until sometime in the third quarter of the year. Absent preponderant evidence justifying the relatively inordinate wage demand however, the Arbitrator must necessarily reject the Association's final position.

Further support for the Employer's final offer is

found through an analysis of the internal settlements already agreed to within Monroe County. In this regard, the County entered data (County Exhibit 6) demonstrating that historically the wage settlements of the Police Union in the County have closely paralleled the adjustments made with other bargaining units. Based upon the weighted averages of the Association's position or the Employer's final offer, an adoption of either of the two would at first glance appear to be consistent with the historical pattern demonstrated in the exhibit.<sup>3</sup> However, the reasonableness of the Association's argument is greatly diminished when the compounding effect of their position is scrutinized. That is, at the conclusion of the 1984 year the average bargaining unit member will have received in excess of a 5% wage increase (38¢ across the board) should their final position be adopted. This alone is greater than any of the percentage adjustments granted to the vast majority of the County's 450 employees during the same period. Most significantly however, were the WPPA's position awarded there would, in addition to this inordinate increase, be another 5% improvement in 1985. Without further evidence that such a departure (from what has been clearly established as an historical pattern) is warranted, the Neutral is reluctant

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<sup>3</sup> The Employer maintained without opposition, that fringe benefits paid to all County employees have been routinely consistent.

to order it here.<sup>4</sup>

Finally, one additional comment regarding the comparative data is warranted. In their presentation, the Association relied upon wage settlements in other counties contiguous to Monroe: LaCrosse, Jackson, Juneau and Vernon. While acknowledging that in the past the cities of Sparta and Tomah have been the primary comparabilities utilized by the Parties, the Association now maintains that these four counties should be considered "as a valid indicator of whether or not the Association is losing ground." Though geographic proximity is certainly one factor to be considered in terms of ascertaining whether or not another county or municipality is relevant, one must also consider the makeup of that governmental entity when considering its validity. By the Association's own admission, Monroe County is primarily rural in nature. While a similar conclusion can be made regarding Jackson, Juneau and Vernon Counties, the inclusion of LaCrosse in this analysis is clearly erroneous. LaCrosse County, with its population of some 94,000 people, is certainly not rural in nature. In fact, the City of LaCrosse comprises the bulk of the County's population. As the Employer points out in their post-hearing brief,

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<sup>4</sup> At the hearing, the Union Representative acknowledged that in the past, one year agreements have been routine in the County.

when one removes LaCrosse County from consideration, the average wages paid to top patrolmen in Monroe County (utilizing the Employer's final position) is indeed competitive to the similar hourly rates paid to patrolmen in Jackson, Juneau and Vernon Counties.

Regarding the secondary issue of the method of payment for uniform allowance, the Arbitrator again finds support for the County's position in terms of comparisons made with the cities of Sparta and Tomah. While it has been stipulated to that the amount of the allowance is not an issue here, the Employer seeks to divide the monies allotted to each uniformed bargaining unit member into two distinct payments. As justification for this position, the County cited the change in the method of revenue payments received from taxpayers, along with the similar practice now being followed in both Tomah and Sparta. Significantly, neither argument was refuted by the Association.

Finally, the data submitted by the County relevant to the Consumer Price Index has also been considered as justification for the implementation of the Employer's final position. In this regard, County Exhibits 12 and 13 are germane. The initial exhibit demonstrates that as of December, 1983 the Consumer Price Index for the urban wage earner and clerical employee rose 3.3%. Clearly, the


County's final position falls well within these parameters. Moreover, the newspaper article from the Milwaukee Sentinel dated April 10, 1984 acknowledges the somewhat commonly accepted opinion that smaller cities (particularly for the purpose of this analysis - smaller Midwestern cities) have routinely demonstrated a slightly lower than average cost of living when compared with national averages. When this evidence is coupled with the "inflation measure" of 2.8% recorded during the April - June, 1984 period by the Commerce Department (County Exhibit 15) the Arbitrator concludes that the Employer's position is the most reasonable under the current economic circumstances.

Award -

Accordingly, for the reasons set forth above, the County's position is awarded here and the Arbitrator directs the Parties to implement the Employer's final positions on wages, duration and uniform allowance for the term of the new Agreement.

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Respectfully submitted this 10th day of September, 1984.

  
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J. C. Fogelberg  
Arbitrator