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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

JAN 21 1985

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of the
WISCONSIN PROFESSIONAL POLICE ASSOCIATION/LAW
ENFORCEMENT EMPLOYEE RELATIONS DIVISION
For Final and Binding Arbitration Involving
Law Enforcement Personnel in the Employ of

JACKSON COUNTY
(SHERIFF'S DEPARTMENT)

Case XXXVI
No. 32699 MIA-854
Decision No. 21878A

Arbitrator Gordon Haferbecker

REPRESENTATIVES:

Mr. Dennis A. Pedersen, Representative, Wisconsin Professional Police Association, LEE
Division, Route #1, Box 288, Tomah, WI 54660--representing Jackson County Professional Pol
Association.
Mr. Michael J. Burke, Attorney, Mulcahy & Wherry, S.C., P. O. Box 1030, Eau Claire, WI
54702-1030, representing Jackson County.

BACKGROUND

The parties to this dispute, Jackson County and the Jackson County Professional Police
Association engaged in negotiations on the terms of a successor agreement to replace the
agreement which expired on December 31, 1983. The parties reached agreement on some issue
including that the successor contract would have a two-year duration, but they were not ab
to agree on the appropriate salary schedule for 1984 and for 1985.
On January 3, 1984, the Association filed a petition with the Wisconsin Employment
Relations Commission (WERC) requesting that the Commission initiate final and binding
arbitration pursuant to Sec. 111.77, Wis. Stats. On March 2, April 10, and July 2, 1984,
WERC Investigator Raleigh Jones met with the parties in an attempt to resolve the dispute.
On July 17, 1984, Investigator Jones advised the WERC that the parties were at impasse and
that the investigation was closed. On July 26, 1984, the WERC certified the impasse and
ordered the parties to select an arbitrator from the panel of arbitrators provided by the
WERC. On August 14, 1984, the WERC notified Gordon Haferbecker of Stevens Point of his
appointment as arbitrator.
Thereafter the parties agreed to waive a hearing before the Arbitrator and, instead,
agreed to submit exhibits and briefs in support of their final offers. These were exchange
through the Arbitrator. The last brief was received by the Arbitrator on December 26, 1984
The Association filed a reply brief which was received by the Arbitrator on January 21, 1985
The County did not file a reply brief.

FINAL OFFERS

Association. The final offer of the Association as presented on July 10, 1984, is as
follows:

COSTS OF THE OFFERS

As the final offers indicate, the Association is proposing a percentage increase, while the County is proposing a flat dollar amount. The Association estimates the 1984 offer of the County at an actual increase in cost of 5.67% and the Association's offer at 5.77% (Association Exh., p. 27). The final offers for 1985 are estimated at 3.16% for the County and 3.13% for the Association (Assoc. Exh., p. 27).

The Association estimates that for 1984 the difference between final offers is only \$348 for the entire unit and for 1985, only \$270 (Assoc. Exh. p. 10 and p. 23).

The County points out that the parties have not costed their final offers in the same manner. The discrepancies are due to two factors. First, the Association's costing reflects a "budget to budget" analysis. The Association has costed two employees in 1983 as Patrol Officers, Class C, and, in 1984, costed their replacements as Patrol Officers, probationary. Thus, the Association figures take into account the cost savings generated by employee turnover. The County has costed the final offers using a consistent staff each year. Thus the County costed both the 1983 wage base and the final offers with two Patrol Officers, probationary rate. A second discrepancy is because the County has treated sergeant's pay as "premium pay" and has not included this pay as part of the wage base. This makes about \$1,200 per year difference.

Using its approach, the County estimates its 1984 offer as a 6.85% increase and its 1985 offer at 3.25%. It estimates the Association's offers at 6.96% for 1984 and 4.92% for 1985 (Employer Exh. 5 and 6). Using year-end rates of pay the County costs its proposals at 5.45% for 1984 and 3.25% for 1985. The Association's proposals are costed at 6.93% for 1984 and 4.47% for 1985 (Employer Exh. 7 and 8).

EMPLOYER POSITION

Internal comparables. The County states that its final offer is more reasonable when compared to the 1984 wage increases received by other Jackson County employees, both union and non-union. Most employees received a 20¢ per hour increase over 1983 rates. This translates into about \$416 per year or \$34.67 per month. One exception to this was the Department of Social Services where the employees as part of a consent award settled for \$45 per month, effective March 1, 1984. This would be an annualized increase of \$37.50 per month or 21.6¢ per hour.

The County has offered the Sheriff's unit \$45 per month which is higher than any other County employee group. Also, the increase would be retroactive to January 1, 1984.

The Association proposal, converted into monthly rates, will generate an average increase of \$66.63 a month (using 1983 and 1984 year-end rates). This monthly increase yields an annual increase of \$800 a year or almost \$400 more than that received by other County employees.

The County brief quotes Arbitrator Rothstein on the importance of internal settlement patterns (p. 8). It is important for an employer to attempt to treat its various groups of employees with some degree of consistency in order to avoid internal dissension. Giving one group--through arbitration--results they could not have achieved through collective bargaining distorts the bargaining process and encourages other employee groups to use arbitration rather than collective bargaining. "If a group of employees wishes to break the pattern of settlements within an employing unit, strong evidence must be presented to support the unique position of those employees."

Cost of Living. When the total package costs of the parties' final offers are compared with CPI increases, both increases exceed the CPI-W and CPI-U annualized increases. The Union package offer for 1984 of 6.96% and the County offer of 6.85% both are in excess of the two CPI measures of 3.6% and 4.1%. The County's proposal is more in line with the CPI indices and is therefore more reasonable.

Current Economic Conditions and the Interests and Welfare of the Public. The County asserts that current economic conditions support the adoption of its final offer. Its Exhibits 10-24 document the current plight of the Jackson County taxpayer. There have been major layoffs by area employers in 1982 and 1984. Average unemployment in Jackson County in 1983 was 15.6%, compared to a Wisconsin rate of 9.8%. Jackson County's average unemployment in 1983 (15.6%) exceeded that of all of the other six county comparables (Employer Exh. 25).

The County's 10.1% total package final offer over two years provides a generous increase in light of the depressed economy within the County. The Union's 11.9% final offer over two years (annualized rates; 11.4% on year-end rates) is excessive in view of current economic conditions (Employer Exh. 5, 6, 7, 8).

External Comparables. There have been two previous mediation-arbitration decisions involving Jackson County and the Jackson County Department of Social Services employees. In both cases, the Arbitrator gave primary consideration to the following counties: Adams, Buffalo, Clark, Juneau, Monroe, and Trempealeau. These were held to be most similar in population, equalized values, tax rates, and bargaining unit size.

The Union accepts these as comparable counties but adds the City of Black River Falls to its comparable pool. The Employer objects to the inclusion of the City of Black River Falls as contrary to previous arbitral decisions involving Jackson County. The Employer also quotes decisions of Arbitrators Sunderman and Zeidler who found that where the pay of deputy sheriffs is concerned, comparisons between counties are more valid than comparing county deputies with local police officers (Employer Brief, p. 18-19).

The Employer points out that Jackson County patrol officers work fewer annual hours than officers in the other six county comparables (1950 compared to 2012, two counties), (2040, one county), and (2080, three counties). This is from Employer Exh. 38. If hourly wage rates were computed, Jackson County patrol officers would improve in rank among the comparables.

The Union's exhibits are also inadequate in that they compare only the maximum deputy patrol rate for each comparable. They do not compare wages paid for the dispatcher or jailer classification. Since about one-third of the bargaining unit is composed of radio dispatchers or jailers (Employer Exh. 41-44), the Union's failure to compare the wages of these classifications must be recognized by the Arbitrator.

The County has compared minimum and maximum monthly wage rates in Jackson County and in comparable counties for the following positions: Patrol Officer, Communication Officer (Dispatcher), Correctional Officer (Jailer) and Detective. Jackson County's rank in 1983, and proposed rank in 1984 is as follows:

	<u>1983</u>	<u>1984-County</u>	<u>1984-Union</u>
Patrol Officer-Minimum	7	6	6
" " Maximum	6	6	5
Commun. Officer-Minimum	2	2	2
" " Maximum	2	2	2
Correc. Officer-Minimum	2	2	2
" " Maximum	2	2	2
Detective-Minimum	4	3	3
" Maximum	5	5	5

(Employer Brief, p. 22-25 and Employer Exh. 39-46).

The actual dollar differences in the comparables generally show some improvement for Jackson County under the County's offer. For example, the Patrol Officer Maximum finds Jackson County at \$95.12 per month less than the average of the comparables in 1983 (Employer Exhibit 40). Under the County's final offer the difference will be reduced to \$90 per month.

The final offers are relatively close in terms of their impact upon the County's relative ranking among the comparables and in terms of average wages in the comparable counties. The County is a wage leader in the wages paid jailers and dispatchers but is below average in the patrol officer classification. The Union's final offer does not address this situation but seeks split schedules for all classifications regardless of the classification's ranking among the comparables. Thus at the maximum level for Communications officers (Employer Exh. 42) where 5 employees are located, the Union's final offer results in a large year-end increase (\$126) per month over the average in the comparables where clearly no increase is justified.

The Union has not justified the need for a "catch-up" increase across the board. It has submitted data only for the top patrol officer rate.

ASSOCIATION POSITION

Interest and Welfare of the Public. The Association final offer best serves the interests and welfare of the public by recognizing the need to maintain the morale of its officers and to retain the best and most highly qualified officers. Employees compare their lot with that of other employees doing similar work in the area. The Association's final offer maintains its long-standing relationship between wages paid its members and their counterparts in other area law enforcement units.

Ability to Pay is not an issue in this case because of the small amount of difference in dollars for 1984 and 1985 between the final offers of the parties and because the County has not raised the issue of ability to pay.

External comparables. Both parties have agreed on the six area counties that are appropriate comparables. However, the Association asserts that in addition to the six counties the Black River Falls Police Department is a comparable department to be looked at in the instant case. The previous Jackson County arbitration awards did not mention the Black River Falls Police Department because they involved only Social Services Departments which do not exist in area cities but only within the area county units. Thus there was no appropriate comparison between the County's Social Services Department and any agency within the City of Black River Falls. The same is not true of law enforcement services.

The Black River Falls Police Department is the only other full-time local law enforcement agency within Jackson County. The offices of the Black River Falls Police Department and the Jackson County Sheriff's Department are both located in the City of Black River Falls. The officers of both departments interact on a daily basis in providing the area community with law enforcement services. Black River Falls Police Officers are routinely deputized by the Sheriff and officers from each department regularly assist and support each other in law enforcement.

The Association exhibits show that its final offer would merely retain a ranking (with the six other counties and the Black River Falls Police Department) which would be identical for 3 of the past 5 years (Assoc. Exh., p. 11-15). On the other hand, the Employer's final offer would result in a next-to-last ranking among the comparables, a position not held by this unit in recent history (Assoc. Exh., p. 15).

If the Association's final offer is selected, the 1984 base wage rate would still be \$60.75 per month less than the average of the comparables (Assoc. Exh. p. 16). The Employer's final offer would place these employees below the average by an unprecedented amount--\$83.75 per month (Assoc. Exh. p. 16).

The Association's final offer would achieve identical relationships with the Black River Falls Police Department, a \$4.00 per month difference for 1983, 1984, and 1985--in favor of the Sheriff's Department (Assoc. Exh. p. 17). The Sheriff's Department employees have not recently been paid a base rate which is less than the Black River Falls Police Department (Assoc. Exh. p. 17). However, the Employer's final offer would pay Sheriff's deputies \$19.00 and \$41.00 less per month than the Black River Falls counterparts for 1984 and 1985 respectively (Assoc. Exh. p. 17). This would be very unfair.

In its reply brief the Association pointed out that not all arbitrators agree with those cited by the County such as Arbitrators Gunderman and Zeidler who think that Sheriff's departments should not be compared with municipal police departments. The Association quotes Arbitrator Mueller as finding it appropriate to compare Sheriff's department wage and fringe benefits with those of nearby cities (Brown County [Sheriff's Department], Dec. No. 20167-A, 6-83 and Outagamie County [Sheriff's Department], Dec. No. 17720-A, 11-80).

In its reply brief the Association explains why it compared only the wages of deputies and not those of dispatchers and jailers. In Jackson County the dispatchers and jailers receive the same base rate as do patrolmen and have for a number of years, because there is a sharing of duties that does not necessarily occur in all other comparable units. It is not uncommon for a jailer or dispatcher to be called upon to perform some of the same duties as patrolmen. These may include working a patrol shift, transporting prisoners, or executing arrest warrants.

For at least five years dispatchers and jailer rates in Jackson County have been maintained as identical to that of patrolmen. Persons working in these positions have a reasonable expectation of maintenance of this wage relationship regardless of what may be occurring in other communities.

Internal comparables. The fact that other Jackson County bargaining units have voluntarily agreed to a settlement that is less than that sought by this unit should not restrict this unit from pursuing a settlement which is more appropriate and fair for its members.

The Association quotes arbitration decisions recognizing the independence of each bargaining unit and also the fact that law enforcement units involve performance standards, hours, hazards, and other conditions of employment recognized to be reasonably different from other administrative, maintenance, and clerical positions.

Cost of Living. The Association's 1984 offer represents a 3.3% actual cost increase on the unit average (Assoc. Exh. p. 27). This is below CPI increases for the 12-month period immediately preceding submission of this matter to arbitration. The Association proposal for 1985 is compatible with projected increases in the index.

It is important to note that the parties' final offers for 1984 are apart by only 0.1% and by only 0.03% for 1985 (Assoc. Exh. p. 27). Given the relatively similar costs, the CPI's impact on this dispute is minimal at best.

Overall compensation. The only issue of other compensation addressed by the parties is health insurance costs. While such costs increased in 1984, there will be no increase in 1985. The combined cost of health insurance and wages for 1984 in the County's final offer is 5.67% and the Association's cost is at 5.77%. Thus insurance costs are of little impact in determining reasonableness or unreasonableness of the offers.

DISCUSSION

Costing of offers. The County's approach is preferred because it is based on using a consistent staff from one year to the next--either the 1983 staff forward or the 1984 staff moved back. The Union approach costed two employees in 1983 as Patrol Officers Class C, and in 1984, costed their replacements as Patrol Officers, Probationary. Thus the Union takes into account the cost savings generated by employee turnover. This arbitrator feels the County's approach is more valid and more customary when comparing wages. Would the Union want to use its approach if employee turnover had cost the County more dollars rather than less?

Cost of Living. According to the County's comparison of the 1984 final offers and the changes in the CPI, both the Union and the County offer exceed the CPI-W and the CPI-U indexes (Chart 1 and Chart 2, p. 12, County Brief). The County's offer, especially in terms of year-end rate increases is more in line with the CPI indices.

The Union points out that since the final offers of both parties are so close, the CPI's impact on this dispute is minimal.

The Arbitrator finds the County's position slightly more reasonable on this issue but agrees with the Union that the difference between the final offers is quite small so the cost of living criteria would not be of decisive importance in this dispute.

The Interests and Welfare of the Public and the Financial Ability of the Unit of Government to Meet These Costs. The Arbitrator finds that on the basis of these criteria, the County's position is more reasonable. While the County does not claim inability to pay, certainly current economic conditions can properly be considered in looking at the interests and welfare of the public. The County has provided extensive exhibits concerning economic conditions in Jackson County. In 1983 unemployment was higher in Jackson County than in any of the other six county comparables (Employer Exh. 35). The Association has not refuted the County's data on layoffs and unemployment.

In the depressed economy of Jackson County, the County's 10.1% total package final offer over two years seems to be more reasonable than the Union's 11.9% final offer over two years (County Brief, p. 17).

In its analysis of this criterion, the Union stresses the importance of employee morale, particularly the effect if the Sheriff's deputies were paid less than police officers in Black River Falls. The Arbitrator agrees that this has some validity and it will be discussed later in examining external comparables.

The Arbitrator also points out that to area residents, the current wages and benefits of sheriff's department employment seem to look very favorable in view of the large number of applicants for vacancies (Employer Exh. 24).

Internal comparables. The Arbitrator finds the County offer to be the more reasonable when this criterion is considered. The County has offered the members of this bargaining unit a larger increase (\$45 per month) than any other employee group. The AFSME Courthouse employees and the AFSME Social Service employees have voluntarily settled for less than the Union is being offered here. The Union offer will generate an average increase of \$66.63 per month, using 1983 and 1984 year-end rates. This monthly increase yields an annual increase of \$800 per year, almost \$400 per year more than that received by other county employees.

I agree with the County that in view of the other internal settlements, both union and non-union, the acceptance of the Union final offer would be inequitable for the other bargaining units and would be harmful to bargaining stability within the County.

If these Sheriff's department employees are to be granted an increase substantially larger than the pattern established by the other employee groups, then there would need to be strong evidence concerning the unique position of these employees. I do not find that the Union has established such evidence.

External comparisons. As indicated earlier, there is a major difference between the parties, as to appropriate comparables. The parties are in agreement that six area counties are appropriate comparables but the Association wants to also include the Police Department of Black River Falls while the County argues that only the six counties are appropriate comparables. Each party cites arbitration decisions supporting its point of view.

This Arbitrator feels that the primary comparison should be with the other area counties because of the similarity of duties performed by Sheriff's departments as well as the similarity of county governments. I would, however, usually give some consideration to comparisons with area city police departments. Such comparisons would not be given as much weight as inter-county comparisons but should be considered for reasons such as those outlined by the Union. City police departments are also law enforcement agencies, performing some but not all of the functions of a Sheriff's department. They are often in the same community as the Sheriff's department and part of the same labor market.

Comparisons of city police and county sheriff's departments probably have the most validity when they are similar in size. Here there is a substantial difference. The monthly bulletin of the Wisconsin Taxpayers' Alliance for September of 1980, "Wisconsin Municipal Police Departments" shows that the Black River Falls Police Department had 9 officers, as of October, 1979, and one civilian employee. Thus, it is about half the size of the Jackson County Sheriff's Department which had 19 officers in 1984. Association Exhibit, p. 4, shows that the City of Black River Falls has a population of 3434 compared to a Jackson County population of 16,881. I do not know whether the Black River Falls City Police work the same number of annual hours as the Sheriff's Department nor do I know how the two groups compare in fringe benefits.

The wage rankings of the Jackson County Sheriff's Department with the other comparables gives slightly different results under the County's and the Union's comparisons. This is because the Union includes the Black River Falls Police Department with the other six counties and the County does not. I feel that the County comparison with the City should be handled separately.

I find that the County would maintain its ranking with the other counties in 1984 under the County's offer for all of the positions compared. The Union offer would improve the County's position at the rank of patrol officer--maximum. The Union comparisons are inadequate in that they compare only patrol officers and do not include the other positions such as jailers, dispatchers, and detectives. These make up about a third of the officers. Comparisons for these positions are appropriate since Jackson County ranks considerably higher in its pay for these positions as the data cited earlier by the County demonstrates (second for communications' officers and corrections' officers compared to sixth for the patrol officer--maximum). The Union states that Jackson County has established equal pay for its communication, correction, and patrol officers and that this has prevailed for several years. Whether this is a good policy is for the parties to decide but it does make a difference in the dollars available for patrol officers. For example, five of the other six county comparables pay communications and corrections officers less than they pay patrol officers (data from Employer Exhibits). This would provide dollars to support higher patrol officer pay. What I am saying is that the lower rank of Jackson County patrol officers is due in part to the fact that Jackson County puts relatively more dollars into the pay of corrections and communications officers than do the other counties and this results in a lower rank for patrol officers and a relatively high rank for communications and corrections officers.

The Arbitrator finds that as far as inter-county comparisons are concerned, the County offer is more reasonable in that it would maintain the County's 1983 rank for the various positions without going as far beyond the internal pattern of settlements in Jackson County as the Union proposes.

I would agree with the Union that one of the disadvantages of the Employer offer is that it would result in pay for the top Jackson County deputy being below the top Black River Falls patrol officer for the first time since 1980 at least (Union Exh., p. 17). As an offsetting factor I would point out the relatively small size of the Black River Falls Police Department in comparison to the Jackson County Sheriff's Department. Also there have been substantial differences in pay between the departments as recently as 1982 when the Sheriff's Department deputy maximum was \$21 above the Black River Falls top patrolman (Union Exhibit, p. 17).

While the County's offer could create some morale problems, I would point out that there would be other County employee morale problems if the Union final offer were accepted. The Courthouse and Social Service union members would feel that the Sheriff's deputy increases secured through arbitration were too large in comparison to what they achieved in a voluntary settlement. They would feel that a serious inequity existed.

Conclusion

This has been a difficult case. The parties are to be commended for having voluntarily settled matters other than wages and for having agreed to a two-year contract. The final wage offers also were relatively close together.

The Arbitrator finds the Employer Final Offer to be more reasonable than that of the Association. The various statutory criteria have been reviewed by the parties and by the Arbitrator.

The Union's strongest argument was wage comparisons with the Black River Falls Police Department. However, this is offset by the relatively small size of that department and by the fact that there have been big dollar differences in pay between the City and County departments as recently as 1982.

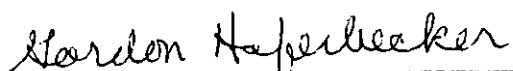
The County's strongest arguments were that its final offer gave more consideration to the depressed economic situation in Jackson County than the Union offer, that its offer was more in line with the other wage settlements of Jackson County, that its offer would generally maintain Jackson County's rank with the other six county comparables, and that the relatively low rank of Jackson County deputies was offset in part by higher pay for some classifications and by the fact that Jackson County required fewer hours of work annually than the other County Sheriff's Departments.

Taking into account the exhibits and briefs of the parties and the statutory criteria, the Arbitrator finds the Final Offer of Jackson County to be more reasonable than that of the Jackson County Professional Police Association.

AWARD

The Final Offer of Jackson County (Sheriff's Department) is selected and made a part of the 1984, 1985 collective bargaining agreement between the parties.

January 25, 1985



 Gordon Haferbecker, Arbitrator