

**RECEIVED**  
APR 19 1994

STATE OF WISCONSIN

Wisconsin Employment Relations Commission

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

Before the Arbitrator

\*\*\*\*\*

In the Matter of the Interest Arbitration  
between

Forest County (Sheriff's Department)

and

Forest County Deputy Sheriff's Association

Case 66  
No. 48153 MIA-1746  
Decision No. 27786-A

\*\*\*\*\*

Appearances:

Ruder, Ware & Michler, Attorneys at Law, by Dean R. Dietrich and Barbara M. Fliss,  
appearing on behalf of the County.

Patrick J. Coraggio and Kevin W. Naylor, Labor Consultants, Labor Association of  
Wisconsin, appearing on behalf of the Association.

**Arbitration Award**

Forest County (Sheriff's Department), hereinafter the County or Employer, on October 12, 1992, filed a petition with the Wisconsin Employment Relations Commission to initiate final and binding interest arbitration pursuant to Section 111.77(3) of the Municipal Employment Relations Act to resolve a collective bargaining dispute between the County and the Labor Association of Wisconsin, Inc. and its affiliated local, Forest County Deputy Sheriff's Association, hereinafter the Association or Union. On September 1, 1993, the WERC certified that the conditions precedent to the initiation of arbitration had been met. On September 27, 1993, Kay B. Hutchison was appointed arbitrator in the dispute. An arbitration hearing was held at Crandon, Wisconsin, on December 10, 1993. The parties were given full opportunity to present relevant testimony and evidence. Post-hearing briefs were exchanged through the arbitrator on February 3, 1994.

**STATUTORY CRITERIA:**

Under Section 111.77(6), Wis. Stats., the arbitrator is required to give weight to the following factors:

- (a) The lawful authority of the employer.

- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet the costs.
- (d) Comparison of wages, hours and conditions of employment of the employes involved in the arbitration proceedings with the wages, hours, and conditions of employment of other employes performing similar services and with other employes generally:
  1. In public employment in comparable communities.
  2. In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employes, including direct wage compensation, vacation, holidays, and excused time, insurance and pensions, medical and hospitalization benefits, the continuity of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

#### ISSUE:

The respective final offers of the parties address the issue of wages for 1993 and 1994 and are as follows:

County final offer:	3% increase 1/1/93, 3% increase 1/1/94.
Association final offer:	3.5% increase 1/1/93, 4% increase 1/1/94.

#### POSITIONS OF THE PARTIES:

The County contends that the counties of Florence, Langlade, Oconto, Oneida, and Vilas are most appropriate for comparison to Forest County. The County states that Forest County is most impoverished of the six counties.

The Employer states that among the comparables, Forest County has the lowest per capital income, lowest median family income, lowest high school graduation rate, highest percentage of families in poverty, and highest percentage of dependent population. Timber is the dominant industry in the county which has few small manufacturers and is an area of low-paying jobs and relatively high unemployment. Eighty-four percent of county land is in forest and 76% of it is classified as non-taxable land. Timber land is owned by the National Forest Service, the state of Wisconsin, the county, town, school district, and by Native Americans. In addition, the County notes that the population of Forest County declined 3%

from 1980 to 1990, that half of county housing is seasonal, and that the median value of owner-occupied housing is \$38,400.

The County argues that the overall economic condition of Forest County including poverty level, educational level, wage levels, and unemployment rate support the selection of its final offer for incorporation into the parties' collective bargaining agreement. The County acknowledges that unit employees deserve an increase in compensation but states that the economic climate of the county dictates that a wage increase be matched to that affordable by county residents.

The Employer contends that the deputies are among the highest paid employees in the county and that they receive more generous fringe benefits than many employees in the both public or private sector in the county. According to the County, deputies enjoy more generous health insurance coverage than many of their counterparts employed in other counties. Forest County pays 100% of an employee's health insurance premium--a benefit matched only by two other counties among the comparables and by two of seven private employers in the area.

The County states that the deputies have historically received lower wages than their counterparts in comparable counties due in part to the county's adverse economic conditions. However, notwithstanding the relatively low wage rates, there has been virtually no turnover among the ten sworn positions in the sheriff's department. The average seniority in the unit is 11 years 7 months.

The County further argues that its final offer of 3%/3% for 1993/1994 exceeds the CPI which was 2.8% in 1993. The Employer contends that considerable weight must be given to the county's economic condition in determining the instant dispute. The County states that the deputies are compensated fairly and receive more generous benefits compared to other public and private employers. The County concludes that taking county economic conditions and the CPI into account, its final offer is fair and the most equitable.

The Association's final wage offer is for a wage increase of 3.5% in 1993 and 4% in 1994. The Union states that the difference in the parties' final offers amounts to approximately \$6,000 over the two-year agreement. The Association argues that its final offer is the more reasonable of the two based on 1993 and 1994 settlements among comparable units. The Union offers Marinette County in addition to the comparables cited by the County. The Association cites an award of Arbitrator Kerkman which included Marinette County as a comparable in an interest arbitration involving Forest County courthouse employees.

The Union states that the County has historically paid the lowest wages among comparables and will continue to do so under either final offer. On average, according to the Union, comparable units settled for 4.7% for 1993 and 4.2% for 1994. The Union states that regardless of which final offer the arbitrator selects, the disparity in wages between Forest County deputies and deputies in comparable counties will increase. If the County's final

offer is selected, according to the Association, the deputies' wages will fall \$228 per month below the average among comparables in 1994.

The Union states that 1993 wage increases among all six comparable counties exceeded the Association's final offer, and that of the three comparables that have settled for 1994, all are closer to the Union's final offer than to the Employer's. The Association dismisses the County's claims that the deputies are among the highest paid employees in the county. The Association contends that it is inappropriate to compare the wages for state-certified law enforcement personnel to those of unskilled laborers. The only relevant comparisons, according to the Union, are those between employees performing the same duties in comparable communities.

The Association notes that under either final offer Forest County deputies will lose ground in wages. The Union states that it would require a 14% increase to get Forest County wages to the average among comparables. The Union concludes that under its final offer, deputies will lose less ground than under the County's proposal, and that its final offer is the more reasonable.

#### DISCUSSION AND AWARD:

It is undisputed that Forest County is an economically poor county. It is characterized by sparse population, a narrow tax base, low wages, higher unemployment, and low per capita income. Historically, department employees have been the lowest paid among comparable counties. While the County has not claimed a lack of ability to pay per se, it has argued that its final offer is more consistent with what its county residents can afford to pay.

The parties have relied on the same set of comparables counties with the exception of Marinette which the Union includes. Though larger, Marinette is relevant for comparison to Forest County on the basis of its geographic proximity. The Employer has further offered comparative information on wages and benefits for Forest County private employers. The arbitrator notes that settlements for other Forest County bargaining units are also in arbitration. Information regarding settlements among other public employers in Forest County was not offered. The arbitrator is persuaded that the most relevant comparisons herein are those of other area deputies. The most productive comparisons may be made for similarly trained deputies employed by comparable communities.

While all of the comparables appearing in Table 1 on the next page have relevance for the instant dispute, the counties of Florence and Langlade have particular relevance for comparison to Forest County in terms of population size, gross tax rates, and department size.

County	1992 Population	Gr. tax rate per thousand \$	Total 1992 valuation	# unit employees	Miles per deputy
Florence	4,750	32.6	\$154,226,900	14	35
Forest	8,811	30.5	247,967,800	10	100
Langlade	19,761	30.0	471,138,300	13	67
Marinette	40,837	31.3	1,051,633,400	22	63
Oconto	30,664	29.7	871,231,000	14	71.5
Oneida	32,175	25.7	1,453,081,600	18	63
Vilas	17,989	21.1	1,320,404,300	34	25.5

The record discloses the following wage increases for sheriff's department employees in the comparable counties:

County	1993	1994
Florence	3.5%	3.5%
Langlade	1/93--3% 7/93--3%	NA
Marinette	1/93--3% 7/93--3% 12/93--1%	NA
Oconto	4%	4%
Oneida	1/93--2% 7/93--2%	1/94--4% 7/94--1%
Vilas	3.5%	NA
Forest--County final offer	3%	3%
Forest--Association final offer	3.5%	4%

The arbitrator notes that Florence County, closest to Forest County in demographics and economic resources, granted a 3.5% increase in each year for a 7% lift over the life of the contract. Langlade's 1993 lift was 4.5%, Marinette's 1993 lift was slightly over 4.5%. Oneida experienced a 3% lift in 1993 but continued to rank third highest among the comparables on the minimum and maximum deputy wages.

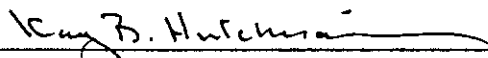
As noted by the parties, under either final offer Forest County will continue to be the lowest paying department among the comparables. In 1991 Forest County deputies received a 4.5% increase split over the year with a \$10 per month increase effective in December of that year. In 1992 deputies received a 4.25% wage lift over the contract. The history of wage increases in the department suggests concern for wage catch-up. Under the Employer's final offer, the gap between salaries for Forest County deputies and deputies in comparable counties would further widen. The arbitrator is cognizant of the economic constraints facing the County but is persuaded that the final offer of the Association is the more reasonable of the two.

Based upon the record before her, the statutory criteria and the arguments of counsel, the undersigned makes the following

#### AWARD

The final offer of the Union, along with the tentative agreements of the parties and the unchanged terms of the predecessor collective bargaining agreement, are to be incorporated into the parties' written agreement for 1993 and 1994.

Given this 18<sup>th</sup> day of April, 1994, at Madison, Wisconsin.

  
\_\_\_\_\_  
Kay B. Hutchison, Arbitrator