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BEFORE THE ARBITRATOR

In the Matter of the Petition of
WISCONSIN PROFESSIONAL POLICE ASSOCIATION,
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION
For Final and Binding Arbitration Involving
Law Enforcement Personnel in the Employ of
MARINETTE COUNTY (SHERIFF'S DEPARTMENT)

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Case 138
No. 50248 MIA-1855
Decision NO. 28139-A

Appearances:

Mr. Richard T. Little, Bargaining Consultant, 9730 West
Bluemound Road, Wauwatosa, Wisconsin 53226, on behalf of
Wisconsin Professional Police Association, Law Enforcement
Employee Relations Division.

Mr. Charles E. Carlson, Consultant, 6426 Shenandoah Way,
Madison, Wisconsin, 53705, on behalf of Marinette County
(Sheriff's Department).

ARBITRATION AWARD

Wisconsin Professional Police Association, Law Enforcement
Employee Relations Division, hereinafter referred to as WPPA/LEER,
on behalf of Marinette County Deputy Sheriff's Association,
hereinafter referred to as the Association and Marinette County,
hereinafter referred to as the County, having prior to December 21,
1993 met in collective bargaining in an effort to reach an accord
on the terms of a new collective bargaining agreement to succeed an
agreement, which by its terms was to expire on December 31, 1993,
and which agreement covered all regular full-time and regular part-
time employees of the Sheriff's Department, but excluding the
Sheriff, Chief Deputy, Captain and Lieutenants. Failing to reach

such an accord, WPPA/LEER, on behalf of the Association, on December 21, 1993, filed a petition with the Wisconsin Employment Relations Commission (WERC), requesting that the latter agency initiate final and binding arbitration, pursuant to Sec. 111.77 of the Municipal Employment Relations Act, with regard to the impasse existing between the parties, and after the staff member of the WERC had investigated the matter, and after receiving the final offers of the parties, and upon the advice of said staff member, the WERC on August 2, 1994, issued an Order, wherein it set forth that the parties were at an impasse in their bargaining, and wherein the WERC certified that the conditions for the initiation of compulsory final and binding arbitration, as required by Sec. 111.77 of the Municipal Employment Relations Act had been met, and further therein the WERC ordered the parties to proceed to final and binding arbitration to resolve the impasse existing between them, and in said regard the WERC submitted a panel of arbitrators to the parties, from which they were directed to select a single arbitrator. After being advised by the parties of their selection, the WERC, on August 2, 1994, issued an Order appointing the undersigned as the Arbitrator to resolve the impasse, by issuing a final and binding award, by selecting either of the total final offers proffered by the parties to WERC during the course of its investigation.

Pursuant to arrangements previously agreed upon between the parties and the Arbitrator, the undersigned conducted hearing in the matter on January 19, 1995, at Marinette, Wisconsin, during the

course of which the parties were afforded the opportunity to present evidence and argument. The hearing was not transcribed. The parties filed their briefs by April 20, 1995.

The Stipulation Reached by the Parties
At the Outset of the Hearing

During the hearing the parties agreed to the following provisions for inclusion in their successor agreement, which provisions were originally included in either the offer of the County, or in the offer of the Association:

"Article 3; Section 3.02 (A) - Bargaining Representative.

Employee members of the Bargaining Committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight-time hours they would otherwise have worked on their regularly scheduled shift. Any member of the committee who is not scheduled to work shall receive no compensation for their hours in bargaining. Employees shall return to their work stations after bargaining has terminated, provided that there is time left in their normal schedule. Should bargaining continue beyond the Employee's scheduled shift, no overtime will be paid by the Employer for this period.

. . . .

Article 4; Section 4.02 - Application of Seniority.

Promotions, layoffs, and recall after layoff will be determined upon the basis of the County's appraisal of the individual Employee's skill and ability, but where these are relatively equal, the Employee with the greatest bargaining unit seniority will be given preference over those with less seniority. Bargaining unit seniority shall be used for overtime and vacation selection as provided within. Division seniority will be used for shift selection.

. . . .

Article 5; Section 5.04 - Changing Coverage.

Employees covered either by health or dental coverage may elect to change (increase or decrease) coverage, from no coverage to single or from single to family coverage under the

following conditions: a) change in employment of spouse who provided coverage and evidence of insurability; b) change in marital status; c) during a period of open enrollment due to the County changing its insurance provider; d) or upon approval of personnel Committee of the County Board.

. . . .

Article 15; Section 15.03 - Office in Charge Pay. (New)

Employees who are designated as Officer in Charge, shall be compensated at the hourly rate listed under WAGES - "APPENDIX A" for any hours actually worked as the O.I.C.

(Note: The base wage shall be \$13.91 per hour plus the across-the-board adjustments for 1994 and 1995.)

. . . .

Article 25; Section 25.01 - Duration.

THIS AGREEMENT will be effective January 1, 1994 through December 31, 1995, and shall continue in full force and effect from year to year, unless either party gives written notice to the other requesting changes prior to July 1 of each year."

The Issues

As a result of their accords reached during their bargaining, as well as the stipulation reached during the hearing, relating to the above provisions, there remains only two issues for the determination of the Arbitrator, and such issues relate to wages and "clothing allowance".

The 1991-1993 bargaining agreement between the parties contains the following provision relating to clothing allowance:

"13.01 Clothing Allowance. Officers to receive Three Hundred Dollars (\$300.00) per year for clothing allowance. Officers will receive One Hundred Fifty dollars (\$150.00) on the first payday in January and One Hundred Fifty Dollars (\$150.00) on the first payday in July. If an officer leaves the employment of the County, said officer shall repay the County the unused portion of the clothing allowance on a prorated basis."

The County's offer would amend said provision to read as follows:

"13.01 Clothing Allowance. Officers to receive Three Hundred Dollars (\$300.00) per year clothing allowance in 1994 and \$350.00 per year in 1995. Officers will receive fifty percent (50%) on the first payday in January and fifty percent (50%) on the first payday in July. If an officer leaves the employment of the County the said officer shall repay the unused portion of the clothing allowance on a prorated basis."

The Association's offer proposes the following changes in the provision:

"13.01 Clothing Allowance. Officers shall receive Four Hundred Fifty Dollars (\$450.00) per year for clothing allowance. Officers will receive Two Hundred Twenty Five Dollars (\$225.00) on the first payday in January and Two Hundred Twenty Five Dollars (\$225.00) on the first payday in July."

There are twenty three positions in the bargaining unit involved herein, eight classified as Sergeants, and fifteen occupy the position as Deputy. Each classification has a starting wage rate, a six months rate and a top rate after eighteen months of employment. All the Sergeants have long qualified for the top rate prior to January 1, 1993. All but two of the Deputies have also qualified for the top rate as of January 1, 1993. Deputy Beauchamp became eligible for the top rate on or about October 12, 1994, while Deputy Faucett, who was hired on January 3, 1995, will not be eligible for the top rate until July 1996.

The expiring agreement, effective from January 1, 1991 through December 31, 1993, set forth the following top rates established therein:

	<u>Effective 1/1/91 - 4.0%</u>	<u>Effective 1/1/92 - 3.0%</u>	<u>Effective 10/1/92 - 3.0%</u>
Sergeant	\$12.53	\$12.91	\$13.30
Deputy	11.94	12.30	12.57
	<u>Effective 1/1/93 - 3.0%</u>	<u>Effective 10/1/93 - 3.0%</u>	<u>Effective 12/1/93 - 1.0%</u>
Sergeant	\$13.70	\$14.11	\$14.25
Deputy	13.05	13.44	13.57

The Association's final offer would increase the hourly rates to reflect a 2.0% increase as of January 1, 1994, and additional 3.0% increase as of July 1, 1994, an additional 2.0% increase as of January 1, 1995, and an additional 3.0% increase as of July 1, 1995. Such increases would generate the following top hourly rates for the classifications noted:

	<u>1/1/94</u>	<u>7/1/94</u>	<u>1/1/95</u>	<u>7/1/95</u>
Sergeant	\$14.54	\$14.98	\$15.28	\$15.77
Deputy	13.84	14.26	14.55	14.99

The County's final offer would increase the hourly rates by 3.5% effective on the first pay period in 1994, and by 3.0% effective the first pay period of 1995, thus generating the following top hourly rates for said years:

	<u>1994</u>	<u>1995</u>
Sergeant	\$14.75	\$15.19
Deputy	14.04	14.46

All eight Sergeants qualified for the top rate for the entire year of 1993, and therefore any of said officers, who worked 2080 hours during that year earned a total of approximately \$28,734. Under the Association's final offer a Sergeant working 2080 hours

will earn approximately \$30,700 in 1994, and \$32,292 in 1995. The County's offer would generate the following annual amounts for Sergeants working 2080 hours, \$30,680 in 1994, and \$31,291 in 1995. Thirteen of the fifteen Deputies qualified for the top hourly rate as of January 1, 1993. Thus a Deputy who worked 2080 hours during the latter year earned an annual sum of approximately \$27,369. Under the Association's offer a Deputy working 2080 during the years of 1994 and 1995 would earn annual salaries of approximately \$29,394 and \$30,722 respectively. The County's offer to those who occupy the latter position would generate annual salaries of \$29,203 in 1994 and \$30,077 in 1995.

The Issue Before the Arbitrator

The Arbitrator must determine which of the final offers is more supported by the evidence adduced herein relative to the statutory criteria set forth in Sec. 111.77(6) of the Municipal Employment Relations Act, and therefore to be incorporated in the successor collective bargaining agreement between the parties.

The Statutory Criteria

The statutory provision noted above sets forth the following criteria to be considered by the Arbitrator in an interest arbitration proceeding involving law enforcement personnel:

- "(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 these costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration

proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally.

1. In public employment in comparable communities.
2. In private employment in comparable communities.

- (e) The average consumer price for goods and services, commonly know as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability 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."

Positions of the Parties with Respect to the Statutory Criteria

(a) The Lawful Authority of the County

Neither party contests the lawful authority of the County with respect to the implementation of either of the final offers involved herein.

(b) Stipulation of the Parties

As noted previously, the parties have stipulated to various changes in their expired agreement, which changes are to be incorporated in their 1994-1995 bargaining agreement, as well as to the continuation of various provisions set forth in their 1991-1993 agreement.

(c) The Interest and Welfare of the Public and the Financial Ability of the County to Meet the Costs Which Would be Generated by Either Final Offer

With respect to the instant statutory criteria the Association argues that its final offer:

"...best serves the citizens of Marinette County by recognizing the need to maintain the morale of its officers and to retain the best and most qualified officers. It is obvious that overall working conditions must be desirable and reasonable. While these conditions consist of tangibles such as fair salary, fringe benefits and steady work, intangible benefits including morale and unit pride are of equal importance."

The Association points out that neither party has raised an issue as to whether the County has the ability to meet the costs which would be generated by either offer.

While the County admits that it has the financial ability to meet the costs of either offer, it characterizes that the instant dispute between the parties "has a much broader context and significance for the County employee relations and taxpayer costs", emphasizing that its offer is consistent with the voluntary settlements the County has reached with its remaining employees. It contends that the implementation of the Association's final offer "would disrupt peaceful labor relationships, lower general morale, raise settlement costs pressures form all units in a county with relatively lower ability to pay at a time when local tax levies are tightly controlled, and ultimately reduce service levels".

(d) Public Employment Comparables

The parties agree that the following counties should be included in the most comparable external group material with respect to the determination to be reached by the Arbitrator

herein:

Calumet	Kewaunee	Shawano
Door	Oconto	Waupaca
	Oneida	

In addition, the Association contends that the cities of Marinette and Peshtigo, located within the County, should also be included in said comparable group, arguing that said municipalities provide similar characteristics to the County in terms of their combined population; that the size of the police department of the City of Marinette is similar to that of the County, and in fact, larger in size than "several" of the departments of the agreed upon counties; and further, that the law enforcement departments of the City of Marinette and the County "report crime statistics within the parameters set by the agreed upon comparables". In support of its argument that its offer should be selected over the offer of the County, the Association introduced various exhibits reflecting a historical ranking of top deputy/top patrol officer hourly base wages as compared to top base wage rates of comparable departments, pointing out that the County in 1993 was ranked in the sixth position, out of the nine comparables, and that the officers involved herein would maintain the same ranking for 1994, and further that under its offer the hourly rate would be set at seventeen cents above the average for 1994, while under the County's offer the hourly rate "will slip" to five cents below said average. It further contends that "the enormous pay differential between the County's Deputy Sheriffs and the City of Marinette law

enforcement officers clearly justifies the need for catch-up".

In support of its offer with respect to the clothing allowance, the Association produced a price list from a supplier in Milwaukee setting forth the present costs of clothing apparel and shoes required to be worn by the law enforcement personnel involved. It contends that its offer on uniform allowance is more realistic than the offer of the County.

The County would have the Arbitrator disregard any comparison with the police officers in the employ of the City of Marinette, arguing that the Association presented little evidence in support of its inclusion among the comparables, and that the latter presented during the hearing no information applicable to said City's police officers relating to health insurance, pension, education incentive, vacations, holidays, or on clothing allowance. The County maintains that the counties previously set forth herein provide the most comparable external grouping, and that its wage offer for 1994 would place its Deputy Sheriffs eleven cents per hour above the average of its group, while the Association's offer would place said employees thirty-three cents per hour above that average, with both offers resulting in a fifth ranking among the eight counties. It also points out that it is the leader among the comparable counties with respect to health insurance premium payments by it on behalf of its law enforcement personnel, contending that it is contributing thirteen cents more per hour than the average pick up of insurance premiums, and twenty-one cents more per hour above the average for dental insurance premium

pick up. It emphasizes that the County's contribution to health and dental insurance for 1994 and 1995 will pay the full costs of said premiums. The County also maintains that its offer on clothing allowance is fair and more reasonable than the offer of the Association, pointing out that two of the counties do not provide for a clothing allowance, but only the cost of replacement, while three of the counties provide for an annual allowance of three hundred dollars for 1994, one provides for four hundred and fifty dollars for both 1994 and 1995, while another provides for an allowance of three hundred and eighty five dollars for each of said years.

It should be noted that along with its reply brief the Association submitted an exhibit to reflect that the City of Marinette provides the sum of \$450 for clothing allowance for the year 1994.

The Association recognizes that arbitrators have given weight to internal comparables, however, in the instant proceeding internal comparables should be given limited weight, arguing that the record fails to establish that in the past such comparisons have not served as an important or controlling consideration in the settlements involving the employees in the County law enforcement unit, and it further contends that "the bargaining status of this unit had any impact on the settlements of these other units, nor can the reverse be true".

On the other hand the County emphasizes that "the interests and welfare of the public are best served by selection of the

County's offer because it is consistent with the internal pattern of voluntary settlements reached with all of the other collective bargaining units which bargain with the County." It points out that said five other bargaining units, representing a total of 243 of its 317 employees, reached accords on increases identical to the percentage increases set forth in the County's offer herein, for the two years involved. The County also granted its unrepresented employees, 52 in number, the same percentage increase, for 1994, and 1995. It argues that the Association's offer for the two years involved would provide for a 10% lift, and thus "will upset the bargaining pattern for years to come". The County acknowledges that in 1993 it broke the pattern with respect to granting higher settlements to the employees in the Highway Department and the Sheriff's Department, having agreed to a 6% wage increase to the former and a 7% increase to the latter, whereas the remaining employees settled for an increase of 3.5% for 1993. It contends that the increase to the employees in the named two departments were granted because said units agreed to "cap" the health and dental insurance premium payments.

(d) Private Employment Comparables

Neither party presented any evidence comparing their offers with employees employed by private employers in comparable communities, apparently recognizing that law enforcement personnel, as stated by the County "are fairly unique to public employment".

(e) The Cost of Living

The Association acknowledges that it has not entered "into an

extensive discussion on this criteria", and it argues that the patterns of settlements among its comparable employees "experiencing the same cost of living increases should be the determining factor" in the instant matter.

The County points out that the cost of living for 1994 increases by 3.1% over the 1993 cost of living for non-metropolitan areas, and that on its face the County's economic offer is more reasonable than that of the Association's offer with respect to the instant criteria.

(f) The Overall Compensation

While in its briefs the Association presented no specific arguments with regard to the total financial costs which would be generated by each of the final offers involved herein, it did introduce exhibits which reflected same, and the date reflected in same is set forth in Appendix A attached hereto. The Association's exhibits indicate that the total package costs which would be generated by each of the offers would result in the following percentage increases:

	<u>Association Offer</u>	<u>County Offer</u>
Increase Over 1993	1994 - 3.69%	1994 - 3.18%
Increase Over 1994	1995 - 4.40%	1995 - 2.71%

Each of the offers would increase the various costs, as calculated by the Arbitrator, by the following percentages:

<u>Association Offer</u>		<u>County Offer</u>	
Increase over Previous Year		Increase over Previous Year	
<u>1994</u>	<u>1995</u>	<u>1994</u>	<u>1995</u>

Direct Compensation

Wages	3.55%	5.11%	3.48%	2.99%
Clothing Allow.	50.00%	0.00% (a)	0.00% (b)	16.67% (c)
Educational Incentive	(d)	(d)	(d)	(d)
Shift Differential	(d)	(d)	(d)	(d)
Longevity	7.84%	7.27%	7.84%	(e)

(a) Same dollar amount as 1994

(d) No increase over 1993 amounts

(b) Same dollar amount as 1993

(e) Same dollar amount as 1994

(c) Increase over 1994

Fringe Benefits

Health Insurance	1.43%	(f)	1.43%	(f)
Retirement				
Employee Share	3.98%	4.85%	3.41%	3.15%

(f) Same dollar amount as 1994

Additional Costs

Retirement				
Employer Share	3.98%	4.96%	3.41%	3.05%
FICA	3.98%	4.96%	3.41%	3.05%
Workers Comp.	3.98%	4.96%	3.41%	3.07%

The County has not questioned the dollar amounts contained in the Association's exhibits as reflected in Appendix A.

(g) Changes in Foregoing Circumstances

and

(h) Other Factors

Neither party presented any significant evidence nor argument with respect to the latter two criteria.

Discussion

The External Comparables

It is apparent from the positions of the parties, as expressed by them, that they have emphasized the criterium relating to their proposed groupings of law enforcement personnel employed by other

units of government in the general area. While both parties agreed that the counties of Calumet, Door, Kewaunee, Oconto, Oneida, Shawano and Waupaca should be included in the most external comparable grouping, the Association would also include in said grouping the police officers in the employe of the cities of Marinette and Peshtigo, both situated within the boundaries of the County. The County would exclude said cities from the most external appropriate comparable group. The Association contends that the City of Marinette is the most prevalent comparison. Attached hereto as Appendix B is a tabulation prepared by the Arbitrator from the data set forth in the exhibits submitted by the Association, reflecting the base hourly rates applicable to "Top Deputy/Top Patrol Officer" in the departments of the public employers proposed by the Association as pertinent comparables for the years 1985 through 1994. Of the comparables proposed by the Association, only Kewaunee County and the City of Peshtigo have established wage increases for 1995.

Appendix B indicates that the Association compared only the top hourly wage rates. It did not compare a direct monetary benefit applicable to law enforcement personnel where the employer involved picked up any health and dental insurance premiums on behalf of the employees having said coverage. The County, on the other hand, produced exhibits reflecting such premium costs paid by the employers in its proposed external comparable group for the year 1994.

The Association, not having adduced any evidence as to whether

the City of Marinette picked up any health and/or dental insurance premiums on behalf of any of its police officers, the hourly compensation received by said officers cannot be significantly compared with the benefits received by the County's officers in the form of hourly rates and insurance premium pickups. Further the fact that the Sheriff's Department is housed in the City of Marinette, which might provide an opportunity for close contact between County law enforcement personnel with similar personnel in the employ of the city of Marinette, does not persuade the Arbitrator to constitute a persuasive reason for concluding that said City department is the "most prevalent comparison". Unlike the city officers who perform the duties in the City, a majority of the County's officers do not. While the personnel of both departments might be in contact with each other in the performance of their regular duties on some occasions is not so significant as to persuade the Arbitrator to include either of the City of Marinette and/or the City of Peshtigo in the most external comparable group, which consists of the seven counties proposed by the County.

From the exhibits presented in this proceeding the Arbitrator has prepared Addendum C which reflects the maximum hourly wage rates paid to its deputies by the County for the year 1993 and the hourly rates which would be generated by each of the offers herein for the year 1994, compared to the average hourly wage rates paid by the counties in the most comparable external group to their law enforcement personnel occupying the classifications indicated for

said two years.

It should be noted that the hourly rates paid by the counties of Oneida, Shawano, and Waupaca reflect the average of the hourly rates implemented in said counties for each of said years. For example, the bargaining agreement covering Waupaca's personnel provided \$14.51 effective as of 1/1/94 and 7/1/94. Appendix C indicates that in 1993 the top hourly rate set forth in the bargaining agreement between the County and the Association ranked fourth among the rate paid by the various counties in the external comparable group, and exceeded the average of the hourly rates paid by said counties by \$.31. For 1994, the Association's offer would rank fifth, as would that offered by the County. The Association's offer on wages would result in an increase ranking second in 1994, while the County's offer would rank third. The Association's offer would exceed the seven county average for 1994 by \$.37, while the County's offer would exceed said average by \$.15.

Appendix C also reflects the hourly insurance premium pickups paid by the seven counties in the external comparable group and the County, for the year 1994. When combined with the top hourly rates paid to the classifications noted in Appendix C, the offer of the Association would be ranked second, while the County's offer would rank third. The Association's offer exceeds the seven county average of said combined sums by \$.56 per hour, while the County's offer would generate an increase of \$.34 an hour above said average.

Of the seven county comparable group, only Kewaunee has

settled for the year 1995, wherein the Patrol officers received an increase of 4.0%. Since six of the remaining counties have not settled their 1995 wage increase, the Arbitrator is compelled to conclude that not meaningful comparison can be made with said comparable group for the latter year.

According to the calculations presented by the Association, its offer generates lifts of 3.5% and 3.0% for the 1994 and 1995. The two year lift in the top hourly rates to be paid to the County's deputies would, under the Association's offer, generate a lift of 10.5% of the 1993 rate, while the County's offer would generate a two year lift of 6.6% over the 1993 hourly rate.

The Internal Comparables

The County contends that its offer is consistent with the internal pattern of voluntary settlements reached with other organizations representing County employees included in five other separate bargaining units, as well as the wage increases granted to its non-represented employees, for the years 1994 and 1995, and therefore, "the interests and the welfare of the public ar best served by the selection of the County's offer."

The percentage of the wage increases to said employees are reflected as follows:

<u>Employee Unit or group</u>	<u>Number of Employees</u>	<u>1994 Increase</u>	<u>1995 Increase</u>
Courthouse	146	3.5%	3.0%
Highway	33	3.5%	3.0%
Non-Represented	52	3.5%	3.0%
Professional	53	3.5%	3.0%
Public Health Prof.	9	3.5%	3.0%
Supervisory Sheriffs	2	3.5%	"me too"

The Association urges the Arbitrator to give little weight to the settlements reached by the County as noted above, contending that the record fails to establish that in the past the internal comparisons have served as "an important or controlling consideration in establishing settlements with this bargaining unit" and further, that the above settlements were finalized just two days prior to the hearing herein. It argues that "there is no indication that the bargaining status of this unit had any impact on the settlements of these other units nor can the reverse be true". The County acknowledges that in 1993 all of its Highway and Sheriff department employees received a 3.5% increase, and that a 6.0% increase to the Highway unit and a 7.0% increase to the Sheriff unit were granted by the County for the reason that the employees in the latter two units agreed to accept a cap on the amount of health and dental insurance premiums to be paid by the County.

The Association presented no evidence with regard to the wage increases granted to other County employees prior to 1994. Further, the fact that settlements for the other units had been reached shortly prior to the hearing herein does not preclude the County from establishing that fact in the instant proceeding, since one of the criteria to be considered by the Arbitrator in an interest arbitration proceeding relates to "changes in any of the foregoing circumstances during the pendency of" this arbitration proceeding. The settlements with the other units and the increases granted to non-represented employees involved changes relating to

wage increases for 1994 and 1995 affecting the statutory criteria to be considered by the Arbitrator, as set forth in subsection (d) of Sec. 111.77(6).

Further, contrary to the argument of the Association, the Arbitrator cannot ignore the internal settlements, especially where the external comparable group of counties provides no meaningful comparisons for the year 1995, the year in which the Association's offer exceeds the County's offer by \$.29 per hour for the average hourly rate applicable to the Deputy Sheriffs. The Association's offer would increase the Sergeants to \$15.73, as compared to the County's offer which would generate an average top hourly rate of \$14.46 to the Sergeants, a difference of \$.27 per hour. The Arbitrator also observes that the percentage increases in wages which would be generated by the offer of the County to the Deputies and the Sergeants are closer to the rise in the cost of living for the year 1994 than is the offer of the Association. The undersigned concludes that both the appropriate external comparison group and the internal comparable group comparisons favor the offer of the County.

A review of the evidence presented relating to the issue of clothing allowance discloses the following dollar amounts provided for such a benefit contained in the bargaining agreements involving the counties in the external comparable group:

<u>County</u>	<u>1994</u>	<u>1995</u>
Calumet	\$ 300.00	Not settled
Door	Replacement	Replacement
Kewaunee	385.00	\$ 385.00

Oconto	300.00	Not settled
Oneida	300.00	Not settled
Shawano	Replacement	Not settled
Waupaca	450.00	450.00
Marinette		
Association Offer	\$ 450.00	\$ 450.00
County Offer	300.00	350.00

The amount of \$300.00 per year for clothing allowance was provided for in the 1991-1993 agreement existing between the parties. The Association seeks a 50% increase in said benefit for each year of the successor agreement while the County would provide no increase for clothing in 1994, and a 16.7% increase for the second year of that agreement. In support of its offer the County introduced a current price list from a Milwaukee store relating its prices of uniform items sold by it. No evidence was solicited from any of the law enforcement unit personnel as to the costs of such items during the existence of the 1991-1993 bargaining agreement. The County contends that "a 16% increase in the clothing allowance over two years is a lot more reasonable than a 50% jump in the first year." The comparison data and the lack of any meaningful evidence regarding the present actual costs of the uniform items, or their replacement, causes the Arbitrator to favor the County's offer with respect to clothing allowance.

Upon the basis of the above and foregoing the undersigned issues the following

AWARD

The final offer of the County is deemed to be more acceptable towards meeting the statutory criteria set forth in Sec. 111.77(6)

of the Municipal Employment Relations Act, and therefore the proposals contained therein shall be incorporated into the 1994-1995 collective bargaining agreement between the parties. Further, said agreement shall incorporate the matters and changes agreed upon by the parties during their bargaining, together with the provisions of the previous agreement which remain unchanged, either by the District's final offer, or by mutual agreement during bargaining.

Dated at Madison, Wisconsin this 20th day of June, 1995.

Morris Slavney
Morris Slavney
Arbitrator

Package Cost As Determined By The Association

<u>Direct Compensation</u>	<u>1993</u>	<u>Asso. Offer 1994</u>	<u>County Offer 1944</u>	<u>Asso. Offer 1995</u>	<u>County Offer 1995</u>
Wages	\$ 632,278.40	\$ 654,742.40	\$ 654,284.80	\$ 688,188.80	\$ 673,836.80
Clothing Allowance	6,600.00	9,900.00	6,600.00	9,900.00	7,700.00
Educational Incentive	7,122.00	7,122.00	7,122.00	7,122.00	7,122.00
Shift Differential	4,759.04	4,759.04	4,759.04	4,759.04	4,759.04
Longevity	4,020.00	4,335.00	4,335.00	4,650.00	4,335.00
	<u>\$ 654,779.44</u>	<u>\$ 680,858.44</u>	<u>\$ 677,100.84</u>	<u>\$ 714,619.84</u>	<u>\$ 697,752.84</u>
<u>Fringe Benefits</u>					
Health Insurance	\$ 109,320.00	\$ 110,880.00	\$ 110,880.00	\$ 110,880.00	\$ 110,880.00
Retirement	45,834.56	47,660.09	47,397.06	50,023.39	48,842.70
	<u>\$ 155,154.56</u>	<u>\$ 158,540.09</u>	<u>\$ 158,277.06</u>	<u>\$ 160,903.39</u>	<u>\$ 159,722.70</u>
<u>Additional Costs</u>					
Retirement	\$ 80,537.87	\$ 83,745.59	\$ 83,283.40	\$ 87,898.24	\$ 85,823.60
FICA	50,090.63	52,085.67	51,798.21	54,668.42	53,378.09
Workers Comp.	13,750.37	14,298.03	14,219.12	15,007.02	14,652.81
	<u>\$ 144,378.87</u>	<u>\$ 150,129.29</u>	<u>\$ 149,300.74</u>	<u>\$ 157,573.67</u>	<u>\$ 153,854.50</u>
TOTALS	\$ 954,312.87	\$ 989,527.82	\$ 984,678.63	\$ 1,033,096.90	\$ 1,011,330.04
Dollar Increase		\$ 35,214.95	\$ 30,365.77	\$ 43,569.09	\$ 26,651.4.
Percentage Increase		3.69%	3.18%	4.40%	2.71%

Hourly Rates Applicable To Top Deputy/Top Patrol Officer in Employ of Law
Enforcement Departments of Employers Proposed As Appropriate Comparables

<u>Year</u>	<u>Asso. Grouping 9 Employers Average Rate</u>	<u>County Grouping 7 Employers Average Rate</u>	<u>City of Marinette Hourly Rate</u>	<u>Marinette County Hourly Rate</u>
1985	\$ 9.90	\$ 9.76	\$ 10.87	\$ 9.76
1986	10.33	10.18	11.30	10.15
1987	10.74	10.55	11.80	10.35
1988	11.10	10.90	12.34	10.61
1989	11.47	11.26	12.80	11.03
1990	11.92	11.72	13.28	11.48
1991	12.42	12.21	14.07	11.94
1992	12.94	12.74	14.49	12.67
1993	13.51	13.28	15.00	13.57
1994	14.09	13.92	15.53	Asso. Offer 14.25 County Offer 14.03

1994
AVERAGE MAXIMUM HOURLY RATES PLUS HOURLY INSURANCE PICKUP PAID BY COMPARABLE COUNTIES

<u>County</u>	<u>Classification</u>	<u>1933 Maximum Hourly Rate</u>	<u>1993 Ranking</u>	<u>1994 Maximum Hourly Rate</u>	<u>1994 Ranking</u>	<u>1994 Hourly Insurance Pickup</u>	<u>1944 Total Hourly Direct Benefit</u>
Calumet	Road Deputy	\$ 14.10	1	\$ 14.66	1	\$ 2.61 a	\$ 17.27
Door	Road Deputy	14.00	2	14.56	2	1.85 a	16.41
Kewaunee	Patrol	13.90	3	14.46	3	2.31 b	16.77
Oconto	Deputy	12.62	7	13.12	7	2.68 b	15.80
Oneida	Patrolman	12.64	6	13.40	6	2.31 b	15.71
Shawano	Deputy	12.07	8	12.69	8	2.65 a	15.34
Waupaca	Patrol Officer	13.48	5	14.30	4	2.25 b	16.55
Average		\$ 13.26		\$ 13.88		\$ 2.38	\$ 16.41
Marinette	Deputy	\$ 13.57	4				
			Asso. Offer	\$ 14.25	5	\$ 2.72	\$ 16.97
			County Offer	\$ 14.03	5	\$ 2.72	\$ 16.75

a - Health insurance only

b - Health and dental insurance

1994 Ranking - Hourly Rate Plus Insurance Premium Pick Up

<u>County</u>	<u>Ranking</u>	<u>Ranking</u>
Calumet	1	1
Door	5	5
Kewaunee	3	2
Oconto	6	6
Oneida	7	7
Shawano	8	8
Waupaca	4	4
Marinette		
	Asso. Offer	2
	County Offer	3

Appendix C