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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

PORTAGE COUNTY

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

: Case 107
: No. 50338 MIA-1871
: Decision #28157-A
:

Appearances:

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

Mr. Gerald E. Lang, Personnel Director, 1516 Church Street, Stevens Point, Wisconsin 54481, on behalf of Portage County.

ARBITRATION AWARD

Wisconsin Professional Police Association/Law Enforcement Employee Relations Division, on behalf of the Portage County Sheriff's Association, hereinafter referred to as the Association, and Shawano County, hereinafter referred to as the County, having prior to January 7, 1994, 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, which agreement covered all regular full-time deputy sheriffs and corrections officers employed by the County's Sheriff Department, excluding the sheriff, captain, clerical, matron, confidential, executive, managerial, supervisory, dispatchers, cooks, and mechanic's helper. Failing to reach such an accord, the Association on January 7, 1994, 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(3) of the Municipal Employment Relations Act, with regard to the impasse existing between

the parties, and the WERC, after receiving the final offers of the parties, and upon the advice of the Staff Member involved, on August 30, 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 that 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 October 4, 1994, issued an Order appointing the undersigned as the Arbitrator to resolve the impasse between the parties, by issuing a final and binding award, by selecting either of the total final offers proffered by the parties to the 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 December 1, 1994, at Stevens Point, 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 January 20, 1994.

The Proposals in Issue

In its offer the Association proposed the following changes in their bargaining agreement, which changes are to be included in the successor agreement which shall be effective from January 1, 1994 through December 31, 1995, the term agreed upon by the parties during their bargaining:

"1. Section XII - Insurance

Delete subsection "C. Disability Insurance" and renumber remaining subsections, except that "Attachment A" shall continue as a provision of the agreement.

2. Section XII - INSURANCE

Create new subdivision "F" to incorporate current pre-authorization review into the health protection plan. The employer shall provide notice to the health care providers in the area of the review process.

3. APPENDIX "A"

Increase all classifications:

Effective January 1, 1994	-	2.0 percent
Effective July 1, 1994	-	2.0 percent
Effective January 1, 1995	-	2.0 percent
Effective July 1, 1995	-	3.0 percent

Effective December 31, 1995, corrections officers shall be increased by \$.25 per hour.

4. APPENDIX "A"

Amend shift differential as follows:

Effective January 1, 1995, shift differential of \$.50 for every hour worked between the time of 7:00 p.m. to 7:00 a.m."

The final offer of the County proposed that the following changes be incorporated in the 1994-1995 agreement between the parties:

"1. Section XII - Insurance

Maximum of 24 chiropractic visits (Add to "Attachment A").

2. Section XV - Hours of Work

Page 23, Line 9

Change to read: When an employee is working the p.m. shift and is scheduled for court or deposition, the officer/employee may request to be released from duty eight (8) hours prior to starting time. However, those hours of release shall be applied towards that function minus hour(s) for travel time.

When an employee is working the p.m. shift and is scheduled for school/training, the officer/employee shall be released eight (8) hours prior to start and those hours shall be applied towards that school/training.

3. Section XIX - Clothing Allowance

Change A & B to read:

All new members shall receive an initial clothing issue upon hire (see Appendix) as is required for full uniforming.

Upon completion of one (1) year's service, each employee will receive a pro-rated clothing allowance for each month, thereafter for the remainder of the calendar year.

Thereafter, each employee will receive the annual clothing allowance - which is up to \$300 maximum for corrections officers and up to \$475 maximum for all other officers in the bargaining unit.

Actual receipts shall be presented to the Law Enforcement Committee for final approval after certification by the Sheriff or designee, payable as submitted and approved by all of the above.

4. Section XII - Insurance

Continue Subsection "C. Disability Insurance."

5. Section XII - Insurance

Incorporate in Attachment "A" pre-authorization review into the health protection plan. The Employer shall provide notice to the health care providers in the area of the review process.

5. Appendix A - Salary Schedule

1/1/94 - 4% on the base salary level
1/1/95 - 3.5% on the base salary level

Stipulation On Provisions Agreed Upon During Negotiations

During their negotiations the parties agreed upon a number of changes in the provisions to be included in their new collective bargaining agreement. Such changes were set forth in a stipulation executed by the parties.

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 known 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."

Costs Generated by Offers

Tabulations reflecting the costs which would be generated by each of the offers were presented by the County into evidence during the course of the hearing. The wage costs (annual base salary, shift differentials and longevity) which would be generated by each of the offers as compared to the year 1993 are as follows:

	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>Total Lift</u>
Asso. Offer	\$1,481,398	\$1,525,233	\$1,598,285	\$1,626,610
County Offer	\$1,481,398	\$1,539,458	\$1,592,292	\$1,592,292

The costs relating to other monetary items which would be generated by each of the offers, as compared to such costs in 1993, are reflected as follows:

	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>Total Lift</u>
Asso. Offer	\$ 748,304	\$ 761,739	\$ 784,303	\$ 792,984
County Offer	\$ 748,304	\$ 766,099	\$ 782,465	\$ 782,465

The total compensation for the two years of the agreement would be generated by each of the offers, the dollar and percentage increases are as follows:

	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>Total Lift</u>
Asso. Offer	\$2,229,702	\$2,286,972	\$2,382,588	\$2,419,594
\$ Increase	-	\$ 57,270	\$ 95,616	\$ 189,892
% Increase	-	+ 2.57%	+ 4.18%	+ 8.52%
County Offer	\$2,229,702	\$2,305,557	\$2,374,757	\$2,374,757
\$ Increase	-	\$ 75,855	\$ 69,200	\$ 145,055
% Increase	-	+ 3.40%	+ 3.00%	+ 6.51%

The tabulations introduced by the County detailing the above data are attached hereto as Appendix A and Appendix B.

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 instant proceeding.

(b) Stipulation of the Parties

As indicated previously herein, the parties have stipulated to various changes to be incorporated in their 1994-1995

collective bargaining agreement, as well as to the continuation of various provisions set forth in the 1993 agreement.

(c) The Interests and Welfare of the Public and the Financial Ability of the County to Meet the Costs of any Proposed Settlement

Neither party maintains that the County does not have the financial ability to meet the costs generated by either of the offers presented herein. The Association asserts that its final offer best serves the residents of the County, by recognizing the need to maintain the morale and health of its law enforcement officers.

The County counters with the argument that the interests and welfare of its residents and taxpayers are best served by the County providing needed services at a reasonable cost. It also alleges that it is in the best interest and welfare of its inhabitants that County employees in its various bargaining units be treated on a fair and equitable basis, and that it is not in the best interest and welfare of its inhabitants for its law enforcement personnel to receive a wage settlement over and above the wage increases voluntarily agreed upon by the County and the labor organizations representing some 450 employees in five separate bargaining units.

(d) The Comparables

The External Comparables

The parties are in agreement as to the group of law enforcement personnel constituting the most comparable external group material to the determination to be reached by the Arbitrator herein, and they are as follows:

County Sheriff Departments

Marathon County

Wood County

City Police Departments

Marshfield

Stevens Point

Wausau

Wisconsin Rapids

The Internal Comparables

The County urges the Arbitrator to consider the settlements voluntarily reached by the County and the Unions representing employees in five separate bargaining units. The Association, while it recognizes that arbitrators have given weight to internal comparables, contends that herein "the issues at hand dictate that said criteria should be given limited weight" claiming that in the past internal comparisons have not served as an important or controlling consideration in establishing agreements applicable to the instant bargaining unit.

(e)

The Consumer Price Index

The Department of Labor's last consumer price index introduced into the record was dated November 16, 1994, and indicated that for non-metropolitan urban areas the cost of living had increased by 2.8% for the 12 proceeding month period over the cost of living for the prior twelve month period.

The Association asserts that it has remained cognizant of the current economic climate and comparable settlements, and that it has framed its final offer in a fair and equitable manner. It points out that its final offer for 1994 has a cost impact lower than that which would result from the County's offer, and thus it distributes the wage adjustment over a two year period. It claims that its offer "closely" follows the guides of the Consumer Price Index and should therefore be considered as the most reasonable offer.

The County points out that both offers exceed the percentage changes reflected in the Consumer price Index, and asserts that the reason that its offer is substantially above the CPI for 1994 is because comparable communities had settled for increases higher than the CPI for 1994, and "it would be considered highly unlikely that an offer at the CPI rate would be successful in arbitration". It concludes its arguments as follows:

"The Association's final offer for 1994-1995 also impacts on 1996 wage increases because 1.5% higher wages would be paid in 1996 due to the split increase in 1995. Assuming in 1996 that the Association will demand an increase the same or larger than the CPI rate the Association will have an increase substantially above the CPI rate in 1996."

The Overall Compensation

- (f) The Association claims that the benefit level applicable to the County's deputy sheriffs compare to their law enforcement counterparts with various degrees of accomplishment, and that no benefit "elevates the members of the Association to any position giving cause to find its final offer as unreasonable. Accordingly, this criteria should be given little weight or no weight by the Arbitrator in making his decision".

The County did not specifically address this criteria.

- (g) and (h) Changes in Foregoing Circumstances and Other Factors

Neither party submitted arguments relating to said two criteria.

The Positions of the Parties on the Various Proposals Relating to Health Insurance Provisions

Chiropractic Visits

It should be noted that the applicable provisions in the 1993 bargaining agreement contains no limitation on the number of visits

which could be made to a chiropractor on an annual basis. The County's offer proposes language which would limit the number of such visits to twenty four annually. Neither party submitted evidence relating to chiropractic visits applicable to health insurance covering law enforcement personnel in the employ of the counties and cities in the agreed upon external comparable group.

Although no member of the bargaining unit, and only two of their dependents, exceeded more than twenty four visits during 1993, the District contends that its proposal supports an effort toward health care costs containment by limiting said number of visits. The District indicated that the health coverage for its unrepresented administrative personnel limits such visits to twelve per year, the bargaining agreements covering the organized units limits such visits as follows:

<u>Unit</u>	<u>Representative</u>	<u>Number of Visits</u>
Licensed Practical Nurses	CWA	12
Parks Department	Teamsters 662	12
Professional Employees	OPEIU, Local 95	24
Highway Dept. Employees	AFSCME, Local 311	24
Clerical/Paraprofessionals	AFSCME, Local 348	24

The Association contends that the record is void of any indication of the abuse or extravagant costs resulting from the non-limitation on chiropractic visits, and further, that the District has offered no "quid pro quo" for the change.

The Arbitrator concludes that the internal comparables support the District's offer for such change, and further, it is apparent to the Arbitrator, that by limiting the chiropractic visits to twenty four may impact on the health insurance cost containment efforts of the District.

The Deletion of Subsection C - Disability Insurance

The Association's offer would delete said subsection from the successor bargaining agreement, which requires the County to provide three hundred dollars (\$300) per month disability insurance for each employee, whether said disability occurs on or off duty. It supports said proposal by requesting the Arbitrator to review an arbitration award involving the parties, which award was introduced by the Association as an exhibit, wherein it demonstrated, in the words of the Association:

"(1)...demonstrating the existence of an unreliable and confusing contractual benefit, (2) that the offer will reasonably address the problem by removing the benefit in its entirety and (3) the offer provides an inherent 'quid pro quo' by removing the cost of the plan. Considering the foregoing the Association's final offer must be viewed as the most reasonable and incorporated into the parties successor agreement."

The award involving the parties concerned a grievance as to whether the County violated their bargaining agreement by not paying disability payments to retired law enforcement employees.

The District argues that the Association's offer relating to the removal of subsection C from the successor agreement was not discussed during negotiations, or during the mediation efforts by the WERC staff member in his investigation relating to the petition of the Association seeking final and binding arbitration, and that such neglect should not be excused because it renders the negotiating process ineffective.

This Arbitrator refuses to interpret the submitted arbitration award to establish the Association's justification of its offer to delete the subsection from the successor bargaining agreement, especially since the award sustained the Association's grievance, and also, in light of the Association's failure to confront the District

with said proposal during their negotiations, the Arbitrator favors the District's position objecting to the removal of the subsection from the successor agreement.

The Association Proposal to Incorporate a New Subsection F in Article XII

For some reason or other the Association's brief is lacking in any argument in support of its proposal relating to the inclusion of subsection F. in the Article XII.

In its brief, the District points out that its final offer contains the language identical to that proposed by the Association, however, the County proposes that said language be incorporated in Attachment A of the health insurance provision, which Attachment is set forth in the 1993 agreement, and in that regard it argues as follows:

"The body of the labor agreement should not be cluttered with Health Plan language changes which are contained in an employee booklet entitled Health Protection Plan for Employees of Portage County, Wisconsin."

The Association has not persuaded the Arbitrator to favor its proposal relating to subsection F as an addendum to Article XII.

The County's Proposal to Amend Subsection E of Section XV - Hours of Work

Subsection E of the 1993 agreement sets forth the following:

"When an employee is working the p.m. shift and is scheduled for court, deposition, training or school the following a.m., he/she shall be released from duty a minimum of eight (8) hours prior to the starting time of that function at no loss of pay."

The County's offer would substitute the following language in the subsection:

"When an employee is working the p.m. shift and is scheduled for court or deposition, the officer/employee may request to be released from duty eight (8) hours prior to starting

time. However, those hours of release shall be applied towards that function minus hour(s) for travel time.

When an employee is working the p.m. shift and is scheduled for school/training, the officer/employee shall be released eight (8) hours prior to start and those hours shall be applied towards that school/training."

The County calls to the Arbitrator's attention that an employee, who is to testify in court, is required to be released from duty at 12:00 midnight for an 8:00 a.m. appearance, and if the court case extends to 4:00 p.m. under the 1993 provision, the employee would receive a total of eighteen hours of pay, and that the County's proposal would reduce the pay to twelve hours of pay. It contends that eighteen hours of pay is "very excessive" compensation for eight hours of court time.

The Association responds that under its proposal there is:

"...the fundamental issue that the employer, will in all likelihood, not bring to light. it will no longer be mandatory that an employee will receive any release from duty, even if requested. Under the Employer's final offer, and employee can now be required to work, regardless of the employee condition."

The Association therefore favors the retention of the 1993 provision.

The Arbitrator concludes that the County's proposal could imply something more than affecting the claimed excessive pay which would be received by the employee working the 8:00 p.m. to the 6:00 a.m. shift. It could have framed a proposal in such a way to cover that situation, without having a broader impact on all employees in the unit who are employed on other shifts. The Arbitrator, on said basis, favors the status quo language.

The "Uniform Allowance" Issue

The 1993 agreement between the parties contains the following provisions with respect to the allowance for uniforms, which provisions are in issue:

"SECTION XIX - CLOTHING ALLOWANCE

- A. Effective 1-1-91; All new members shall be paid \$400.00 upon initial hire to be applied toward the purchase of uniforms. current employees shall be paid \$400.00 for the replacement of uniforms.

- B. Effective 1-1-92: All new members shall receive an initial clothing issue upon hire (see Appendix) as is required for full uniforming. Upon completion of one (1) year's service, each employee will receive a pro-rated clothing allowance for each month thereafter for the remainder of that calendar year. Thereafter, each employee will receive the annual clothing allowance specified below.

Each employee shall be paid each succeeding calendar year for the replacement of uniforms, as follows:

Sergeant/Detective	\$475
Deputy Sheriff	\$475
Corrections Officer	\$300
Lieutenant	\$475"

The County indicates that under the 1993 language employees receive their annual clothing allowance in January in their paycheck, and that it is a taxable benefit, and that no receipts are required to be presented by the employees for the costs of their uniforms. The County characterizes its offer as requiring the employee to purchase the clothing and submit a receipt to the Sheriff or his designee, which would then be presented to the County's Law Enforcement Committee, along with other Sheriff's Department bills, and that upon the approval of payment a separate check would be issued to the employee for the amounts reflected in the receipts. Under such a procedure an employee could receive a number of separate checks in one year.

The Association characterizes the District's offer as being a request which represents a complete departure from the current system "to a quartermaster system again with no demonstration of a quid pro quo for such change."

The Association seems to be sincerely convinced that for any change proposed by the parties in their negotiations on a successor agreement, the proposing party must proffer a "quid pro quo" therefor. This Arbitrator cannot accept such a philosophy, especially where the proposed changes pertain to monetary issues, e.g. wage increases, shift differentials, etc.

With respect to the County's proposed changes in the "Clothing Allowance" article, the Arbitrator favors the change submitted by the County over the 1993 language, for the reason that the budget of the Sheriff Department will provide the funds for the actual cost of new uniform apparel, and further, because the new procedure for payment will remove said payment from the taxable income of the employee.

The Issue Relating to the Association
Proposal to Increase the Rate of the Corrections Officer

The Association's offer would require the County to increase the hourly rate of the Correction Officer, fourteen in number, who work in the jail, by \$.25 per hour, effective December 31, 1995, one day prior to the expiration date of the two year agreement involved herein. The Association does not, in its brief, refer directly to its proposal in said regard.

The County characterizes the Association's proposal "as another example of the Association attempting to negotiate a 1996 issue in the 1994-1995 negotiations." It points out that its Correction Officers participate in the Wisconsin Retirement System, and that its payments thereto are equal to 23% of their wages, amounting to \$1.17 per hour.

Apparently the only two other comparable counties employing Correction Officers in their Sheriff Department units are Marathon and Wood, and that in said counties the correction Officers do not participate in the same retirement system. The County indicates that, at least for 1994, the WPS payment results in a compensable wage rate of \$12.24 per hour, as compared to \$11.64 and \$11.43 per hour paid by Marathon and Wood counties to their Correction Officers. The Arbitrator favors the County's opposition to said proposal of the Association.

Issue With Respect to Shift Differential

The Association's offer contains a proposal which would, as of January 1, 1995, increase the shift differential paid to unit employees from \$.40 per hour to \$.50 per hour when working hours from 7:00 p.m. to 7:00 a.m. The County would maintain said premium rate at \$.40 per hour during both years of the bargaining agreement. An exhibit produced by the County sets forth the 1994 shift premium rates and related data in effect among the six jurisdictions in the agreed upon external comparable group:

<u>Employer</u>	<u>Work Shift</u>	<u>Shift Premium</u>	<u>Shift Position</u>
City of Wisconsin Rapids	8 hours/day 39-43 hours/week 52 weeks/year	\$43/month 2:30 p.m.-10:30 p.m. \$86/month 10:30 p.m.-6:30 a.m.	None
Wood County	(6 - 2)	\$69/month Shift starting 3:00 p.m. to 11:00 p.m. \$90/month Shift starting 11:00 p.m. or after	None
Marathon County	(4 - 2)	\$60/month for second, third and power shifts	None
City of Wausau	(5 - 2) (5 - 3)	\$35/month 3:00 p.m.-7:00 a.m.	None

City of Stevens (5 - 2) (4 - 2) Point	None	Rotates every 20 days
City of Marshfield (5 - 4) (5 - 3)	\$43/month Start after 1:00 p.m. \$61/month Start after 8:00 p.m.	None
Portage County (7 - 7)	\$70/month for hours between 7:00 p.m.- 7:00 a.m.	Shifts Rotated

The brief of the Association sets forth no argument specifically in support of its offer. The District maintains that the shift differential paid to its law enforcement personnel must be considered in determining the reasonableness of its wage offer, since all unit employees receive this premium as a result of the shift rotation in effect, and that when the shift differential is factored in, its top-paid deputy "will be paid more than the Stevens Point's top-paid patrol officer".

The Wage Increase Offers

In its brief the Association sets forth its position as follows:

"The Association views the comparison to the law enforcement as one of the most significant factors in these proceedings. It must be mentioned that the Portage County Deputy Sheriff's Association is not trying to obtain the top pay scale in the area through arbitration, but merely attempts to maintain its wage relationship with Stevens Point police officers and with other comparable departments....Yet, even the employer exhibits suggest that the members of the association are consistently paid at lower wage levels than their counter part law enforcement officers employed by the City of Stevens Point. This contention holds true even with the inclusion of the shift differential benefit as suggested by the employer."

The Association further argues that the settlements with the internal comparables should be given limited weight, since "the record fails to establish that internal comparisons have, in the past, served as an important or controlling consideration in establishing

settlements with this bargaining unit", and therefore, the Association contends that unless the Employer can point to some strong reason urging uniformity, there can be no reason for the Arbitrator to select the Employer's final offer based upon this criterion.

In its brief the County characterizes the wage increase offers as follows:

"The County proposes a 2 year wage increase of 7.5% payable as follows: 4% on 1/1/94 and 3.5% on 1/1/95. The Association proposes a 2 year wage increase of 9% payable as follows: 2% on 1/1/94, 2% on 7/2/94, 2% on 1/1/95, and 3% on 7/1/95. Because the Association's proposal is a series of split-year increases, the compounded increase is actually 9.7%, while the County's proposal is 7.6% - a difference of 2.1%."

The County argues as follows:

"The compounding effect of the Association's final wage offer means that salaries are impacted during the 1994-1995 term of the contract. The County has no way of knowing if the costs impacting in 1996 and thereafter by the Association's 1994-1995 final wage offer are reasonable. Wages and benefits for 1996 should be negotiated during 1996 negotiations--not during 1994-1995 negotiations.....The Association's final offer creates a 9.7% lift over 2 years going into 1996 which is excessive and unnecessary and could impose restrictions on needed services to County residents if restricted tax dollars must be used in 1996 to fund Association employees' wage increases that were arbitrated in the 1994-1995 agreement."

With respect to the internal comparables, the County disclosed that it had reached accords with the five separate labor organization representing other employees in five separate bargaining units, as well as the one group of employees who are not organized, for the years 1994 and 1995 "with exactly the same wage settlement" that is contained in its final offer to law enforcement personnel represented by the Association.

All of the six external comparable employers had previously executed bargaining agreements covering their law enforcement

personnel for a term of two years, 1993 and 1994. The County produced an exhibit which reflected the following with respect to the wage settlements for 1994:

<u>Employer</u>	<u>Effective Date of Increase</u>	<u>Percentage Increase</u>
City of Wisconsin Rapids	1/1/94	4.0%
Wood County	1/1/94	4.0%
Marathon County	1/1/94	3.5% plus adjustments (4.0%)
City of Stevens Point	1/1/94	3.0%
	7/1/94	2.0%
(City received right to pull out of State Health Insurance plan and obtain individual experience rating so that the City can obtain bids on health insurance)		
City of Wausau	1/1/94	3.5% plus adjustments
City of Marshfield	1/1/94	3.0%
	8/1/94	2.5%
(City implemented Greater Marshfield Master Health Flex Plan with Major Medical Coverage with a \$200 annual deductible per individual and a maximum family out-of-pocket expense of \$400, shared 85%/15%)		

Only two of the six jurisdictions in the external comparable group, namely the cities of Wisconsin Rapids and Marshfield, have reached an agreement on the 1995 wage increases to be paid their law enforcement personnel. Said number is insufficient to be meaningful in influencing the Arbitrator herein.

The 1994 hourly rates paid to the occupants of the position of Top Deputy/Top Patrol Officers in the employe of the jurisdictions making up the external comparable group, and the number of years of duty required to receive said top rate, are indicated as follows:

<u>Employer</u>	<u>Top Hourly Base Rate</u>	<u>Years to Achieve Top Rate</u>	<u>Additional Steps at</u>
Marathon County	\$15.53	5.0	None
City of Wis. Rapids	15.92	5.0	15 years

City of Wausau	14.90	4.0	8, 12 & 16 years
Wood County	15.64	2.5	None
City of Marshfield	15.64	2.0	None
City of St. Point	15.44	1.0	None
<u>Portage County</u>			
Asso. Offer	15.09	1.0	None
County Offer	15.08	1.0	None

The annual base rate rankings among the jurisdictions in the external comparable group from 1991 through 1994 are indicated as follows:

City of Wis. Rapids	1	Portage County (Both Offers)	5
Wood County	2	City of Wausau	6
Marathon County	3	City of Marshfield	7
City of St. Point	4		

Despite the Association's argument that the internal comparables should be given limited weight, since only two of the external comparable group have reached agreements for 1995, the settlements by the County and the labor organizations representing other employees of the County provide a significant factor in measuring the impact of such settlements on the offers of both the Association and the County for the year 1995. In the opinion of the Arbitrator, the primary determining factor in the instant proceeding relates to the cost of implementing one or the other offers proffered herein. The wage increases requested by the Association over the two year period of the agreement amounts to a total compounded lift of 9.7% over the 1994 wages. The County's offer would generate a compounded wage increase of 7.6%. The Association's offer would generate an increase in the total compensation for the two year period in the amount of \$189,892,

a lift of over 8.52% over the 1993 total compensation costs. For the same period, the County's offer would generate an increase of \$145,055, a 6.51% lift over the 1993 total compensation costs. The Arbitrator favors the County's offer relating to the amount of increase in salaries.

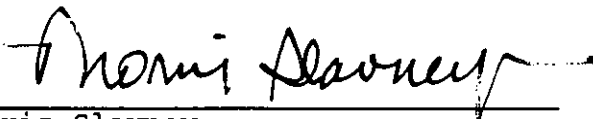
Conclusion

The Arbitrator has fully considered the offers of the parties, the statutory criteria, the evidence pertinent to the issues involved herein, as well as the arguments and briefs of the parties. The Arbitrator concludes that the County's offer is more supported by the statutory criteria pertinent to the issues herein than is the offer of the Association, and therefore the Arbitrator is satisfied that the offer of the County should be favored over the offer of the Association, and in that regard the Arbitrator makes and issues the following

Award

The final offer of the County is deemed to be the more acceptable toward meeting the statutory criteria set forth in Sec. 111.77 of the Municipal Employment Relations Act, and therefore, it shall be incorporated into the 1994-95 collective bargaining agreement between the parties, together with the items and changes agreed upon during the bargaining between the parties, together with the provisions of their 1993 agreement which remain unchanged, either by the County's last offer, or by mutual agreement reached during their bargaining.

Date at Madison, Wisconsin this 6th day of March,
1995.



Morris Slavney
Arbitrator

1994 - 1995 TOTAL COMPENSATION

ASSOCIATION FINAL OFFER

	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>TOTAL LIFT</u>
% WAGE INCREASE		1/1/94 2% 7/1/94 2%	1/1/95 2% 7/1/95 3%	9.7% (COMPOUNDED)
ANNUAL BASE	\$ 1,451,494	\$ 1,495,329	\$ 1,563,442	\$ 1,591,767*
SHIFT DIFFERENTIAL	19,754	19,754	24,693	24,693
LONGEVITY	<u>10,150</u>	<u>10,150</u>	<u>10,150</u>	<u>10,150</u>
TOTAL WAGE	\$ 1,481,398	\$ 1,525,233	\$ 1,598,285	\$ 1,626,610
SOCIAL SECURITY	113,327	116,680	122,269	124,436
WISCONSIN RETIREMENT FUND	340,722	350,804	367,606	374,120
HEALTH INSURANCE	267,414	267,414	267,414	267,414
LIFE INSURANCE	5,541	5,541	5,714	5,714
CLOTHING ALLOWANCE	<u>21,300</u>	<u>21,300</u>	<u>21,300</u>	<u>21,300</u>
TOTAL COMPENSATION	\$ 2,229,702	\$ 2,286,972	\$ 2,382,588	\$ 2,419,594
\$ INCREASE		\$ 57,270	\$ 95,616	\$ 189,892
% INCREASE		+2.57%	+4.18%	+8.52%

* Includes 25 cents increase to Corrections Officers 12/31/95

1994 - 1995 TOTAL COMPENSATION

COUNTY FINAL OFFER

	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>TOTAL LIFT</u>
% WAGE INCREASE		1/1/94 4%	1/1/95 3.5%	7.6% (COMPOUNDED)
ANNUAL BASE	\$ 1,451,494	\$ 1,509,554	\$ 1,562,388	\$ 1,562,388
SHIFT DIFFERENTIAL	19,754	19,754	19,754	19,754
LONGEVITY	<u>10,150</u>	<u>10,150</u>	<u>10,150</u>	<u>10,150</u>
TOTAL WAGE	\$ 1,481,398	\$ 1,539,458	\$ 1,592,292	\$ 1,592,292
SOCIAL SECURITY .0765	113,327	117,769	121,810	121,810
WISCONSIN RETIREMENT FUND 23%	340,722	354,075	366,227	366,227
HEALTH INSURANCE	267,414	267,414	267,414	267,414
LIFE INSURANCE	5,541	5,541	5,714	5,714
CLOTHING ALLOWANCE	<u>21,300</u>	<u>21,300</u>	<u>21,300</u>	<u>21,300</u>
TOTAL COMPENSATION	\$ 2,229,702	\$ 2,305,557	\$ 2,374,757	\$ 2,374,757
\$ INCREASE		\$ 75,855	\$ 69,200	\$ 145,055
% INCREASE		+3.40%	+3.00%	+6.51%