

FREDERICK P. KESSLER
ARBITRATOR

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the matter of the
arbitration between

WOOD COUNTY

and

WISCONSIN PROFESSIONAL POLICE
ASSOCIATION/LAW ENFORCEMENT
EMPLOYEE RELATIONS DIVISION

DECISION
Case 123, No.51892
MIA-1934

Decision No. 28458-A

A. INTRODUCTION

On July 20, 1995, this arbitrator was advised that he had been selected by the parties to hear the Interest Arbitration dispute between the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division (hereinafter referred to as "the Association") representing the Wood County Deputy Sheriff's Association and the Wood County (hereinafter referred to as "the County"). A hearing was scheduled for August 31, 1995, at 10:00 a.m. at the Wood County Courthouse.

The hearing began at 10:00 a.m. and finished at 11:25 a.m. Exhibits were submitted by the parties and received in evidence. The parties agreed to submit briefs to the arbitrator by October 6th. The final brief was received by the arbitrator on October 17, 1995.

B. APPEARANCES

The County appeared by Attorneys Dean Dietrich and Christine Ring of the Law firm of Ruder, Ware & Michler, S.C. They were assisted by Ray Roth, Wood County Personnel Director and Paula Tracy, Assistant Personnel Director. Also present were members of the Personnel Committee of the Wood County Board of Supervisors.

The Association was represented by the Association's Business Agent Gary Wisbrocker and Bargaining Consultant Richard Little. Also present were Kurt Heuer, President of the Association, Raymond Starks, Vice President, and Bargaining Committee members David Ryun and Jerry Jacobs.

C. PERTINENT STATUTES

Wisconsin Statute Sec. 111.77(3) of the Municipal Employment Relations Act relates to the procedures for arbitration in disputes involving law enforcement personnel. It provides as follows:

111.77 Settlement of disputes in collective bargaining units composed of law enforcement personnel and fire fighters.

(3) Where the parties have no procedures for disposition of a dispute and an impasse has been reached, either party may petition the commission to initiate compulsory, final and binding arbitration of the dispute. If in determining whether an impasse has been reached the commission finds any of the procedures set forth in sub. (1) have not been complied with and that compliance would tend to result in a settlement, it may require such compliance as a prerequisite to ordering arbitration. If after such procedure have been complied with or the the commission has determined that compliance would not be productive of a settlement and the commission determines that an impasse has been reached, it shall issue an order requiring arbitration. The commission shall in connection with the order for arbitration submit a panel of 5 arbitrators from which the parties may alternately strike names until a single name is left, who shall be appointed by the commission as arbitrator, whose expenses shall be shared equally between the parties. Arbitration proceedings under this section shall not be interrupted or terminated by reason of any prohibited practice charge filed by either party at any time.

(4) There shall be 2 alternative forms of arbitration:

(a) Form 1. The arbitrator shall have the power to determine all issues in dispute involving wages, hours and conditions of employment.

(b) Form 2. The commission shall appoint an investigator to determine the nature of the impasse. The commission's investigator shall advise the commission in writing, transmitting copies of such advice to the parties of each issue which is known to be in dispute. Such advise shall also set forth the final offer of each party as it is known to the investigator at the time that the investigation is closed. Neither party may amend its final offer thereafter, except with the written agreement of the other party. The arbitrator shall select the final offer of one of the parties and shall issue an award incorporating that offer without modification.

(5) The proceedings shall be pursuant to form 2 unless the parties shall agree prior to the hearing that form 1 shall control.

(6) In reaching a decision the arbitrator shall 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 those costs.

(d) Comparison of the 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 know 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 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.

D. COUNTY FINAL OFFER

The final offer of the County for the January 1, 1995, through December 31, 1996, Labor Agreement is as follows:

1. All provisions of the 1993-1994 Agreement between the parties not modified by stipulation of Agreed Upon Items, if any, or this Final Offer shall be included in the successor Agreement between the parties.

2. Wages:

A. Effective January 1, 1995, all rate in the 1993-94 Agreement shall be increase by \$.50 across-the-board.

- B. Effective January 1, 1996, all rate in the 1993-94 Agreement shall be increase by \$.50 across-the-board.

E. UNION FINAL OFFER

The final offer of the Wood County Deputy Sheriff's Association is as follows:

1. Section 19.01. Base pay increases effective
January 1, 1995 - 3.5%
January 1, 1996 - 3.5%
2. All tentative agreements reached by the parties and dated April 26, 1995.
3. All other terms and conditions would be renewed for the term of the new agreement with the duration of January 1, 1995 through December 31, 1996.

F. POSITION OF THE COUNTY

The County has entered into labor agreements with six of it's bargaining units. Those units include the Courthouse Employees, the Professionals, the Highway Department, the Norwood Health Care Employees, the Nurses and the Edgewater Haven Employees. The settlements are consistent with the cents per hour wage proposal that it is offering to the Association in it's final offer in this dispute.

There is a history of uniformity among bargaining units in the wage settlements that have been reached in Wood County. In 1995 this pattern of settlements only varied between a low of 3% for the Nurses unit and a high 3.7% for the employees at Edgewater Haven.

The final offer of the County to the Sheriff's Department employees is more reasonable when compared with the other County bargaining unit agreements. The Association does not offer any adequate reason for treating that bargaining unit any differently from the other bargaining units in the County.

When the two final offers are examined and comparisons are made for each position, the lowest paid employees would receive only 4 cents per hour less under the County's offer then they would under the Association's offer in 1995. The difference for the highest paid positions would be 8 cents per hour. In 1996 those amounts would only be 10 cents and eighteen cents.

The salary schedule will not be "compressed", as alleged by the Association, by adopting a wage increase based cents per hour rather than on a percentage increase. In 1995, the highest paid deputy sheriff will be making only 3 cents per hour more under the Association offer. Those deputies would be making only 7 cents per hour more in 1996 if the Association's offer were adopted. Consequently the County's final offer will not reduce the incentive for lower ranking officers to seek promotions.

The Sheriff's deputies continue their historical high ranking among the comparables counties and cities. Under the County's final offer the top Deputy Sheriff will continue as the second most highly paid in the comparables units of government. The County has maintained it's past rank with nearly all the comparables governments. There is no need for a "catch-up" wage increase for the Wood County deputies. There is no justification based on any analysis of comparable governments for the higher offer of the Association.

Private sector wages in Wood County demonstrate equal justification for the County's offer. Consolidated Papers, Inc., which employs over 88% of the workforce in Wisconsin Rapids, entered into a five year labor agreement with it's union which provided for a 3% wage increase in each of the first four years and a 2.75% increase in the fifth year. Georgia-Pacific employs nearly 96% of the work force in the City of Nekoosa and over 96% of the workforce in Port Edwards, both of which are suburbs of Wisconsin Rapids. Georgia-Pacific entered into a contract with it's employees that provided for a 3% wage increase.

Wisconsin Rapids, one of the two major cities in Wood County, is a community that can best be described as a "mill town". It is a single industry community, dependent on two paper mill employers, and the private sector wages that have been negotiated for those companies are well known. The wage settlements reached by Georgia-Pacific and by Consolidated Papers, Inc., with the United Paperworkers International Union support the final offer of the County.

The County's offer is consistent with the 1995 increase in the cost of living. The CPI for non-metropolitan workers in 1993 averaged 2.8%. For 1994 the average was 2.8%. From January to July of 1995 the average was 3.73%. The average increase for the last three years is 3.11%, The average CPI increase is closer to the final offer of the County than to the final offer of the Association.

The employees of Wood County receive generous fringe benefits. The health insurance provided by the County costs more than the policies in the comparable units of government. The County contributes the highest amount of employer contributions of any of the comparable governments. The County also provides a generous clothing/uniform allowance. The County offers more vacation than any of the comparables; 36 days of vacation after 25 years is substantially more than any of the comparables. The County also ranks at the top of the comparables for sick leave and for the night pay differential. These generous fringe benefits, coupled with the high wages paid to the Association's members, supports the County's final offer. The Wood County Sheriff's Department is likely the best place for a law enforcement officer to work.

When the final offer of the County is compared to the average wage paid for deputy sheriffs and policemen in similar positions in the comparable communities, the offer of the County is closer to the average than that of the Association's final offer.

G. POSITION OF THE ASSOCIATION

The welfare of the public is among the factors that must be considered by the arbitrator in reaching a decision on which is the most appropriate final offer. The public's welfare is best served by selecting the final offer of the Association. It is important that the morale of the employees in the Sheriff's Department be maintained, and that can best be achieved by providing for a fair wage.

The County final offer provides for a below the comparable average increase for all current members of the Association and an above the comparable average increase for the one position no current employee occupies. The final offer of the County, in 1995, provides for a 3.8% increase for a starting Deputy Sheriff and only a 3% increase for those at the top of their classifications. In 1996, the starting deputy would get a 3.6% increase and a deputy at the top classifications would receive only a 2.9% increase. This is the type of wage offer that should only be made if there are inequities in the current system. There clearly are none that require such a dramatic restructuring.

The Association's proposed comparable law enforcement units are more appropriate than the County's. The proposed comparable groups are identical except for the inclusion of the City of Nekoosa in the County's group. That city, although located in Wood County, is considerably smaller than any of the other cities utilized. It's staffing levels are not similar to the counties or to other cities in the comparable group. It should not be included.

The Association's final offer is more appropriate because it more closely follows the pattern of voluntary settlements among the comparable law enforcement units. Those settlements all included across the board, percentage based increases. The Association's offer is a percentage based increase, in contrast with the flat amount final offer of the County.

The Association acknowledges that deputies at the top rate will maintain their comparative ranking under the County's offer, and will gain one rank under the Association's offer. However, that in the 1980's the cities of Wausau and Wisconsin Rapids, and Marathon County created a new Senior Patrol classification in their departments. Those positions are not filled as promotions because they can be achieved without examination. In effect, those law enforcement departments established new top rates for their deputy Sheriffs or Patrol Officers. When those positions are considered that maximum rate for a Wood County deputy sheriff drops to third or fourth place among the comparables.

Settlements with the other bargaining units within the County should be given minimal weight. It is well established that law enforcement units should be removed from internal comparisons. Further, the Association disputes that in the past the County has sought uniformity in its wage increases with all of its bargaining units. Internal and private sector comparisons have not been decisive in prior wage decisions.

The package cost of the Association's final offer is well below the Consumer Price Index 1994-95 increase for small metropolitan areas which was 3.7%. The Association's final offer more closely reflects the cost of living than the final offer of the County.

It is inappropriate to argue, as the County does, that the total compensation for the employees of the Sheriff's Department is so substantial that the decline in relative ranking can be overlooked. The overall compensation received by the Deputies and police officers vary in all the comparable communities. None of the fringe benefits in Wood County are so different or so generous that they would cause the final offer of the Association to be unreasonable.

The final offer of the Association is more consistent with the increases granted for employees in law enforcement agencies in similar counties and better serves the public interest.

H. DETERMINATION OF COMPARABLES

Portage, Wood and Marathon Counties together form a rectangle in the center of the State of Wisconsin. Stevens Point is the largest city and county seat of Portage County (it is the site of a campus of the University of Wisconsin, and the large student population reduces the per capita income). Wausau is the largest city and county seat of Marathon County. Wood County has two almost equal sized larger communities, Wisconsin Rapids and Marshfield. Wisconsin Rapids is the county seat. These three counties and four cities have been used as comparables in many public employment disputes.

The only difference between the proposed comparable units of government in the two final offers is the inclusion of Nekoosa in the County's final offer. Nekoosa is a Wood County city with a population of only 20% of that of Marshfield or Wisconsin Rapids. It is smaller than any other unit of government included in the list of comparables. It is located very close to Wisconsin Rapids.

<u>County or City</u>	<u>1990 Population</u>	<u>1990 per capita Income</u>
Marathon County	115,098	\$12,559
Portage County	63,073	10,988
Wood County	76,596	12,568
City of Marshfield	19,317	13,569
City of Stevens Point	23,422	10,958
City of Wausau	34,250	14,961
City of Wis. Rapids	19,064	13,515
City of Nekoosa	2,690	13,433

No evidence was offered to compare the staffing level of the different departments. This arbitrator is satisfied that the number of uniformed police officers in Nekoosa is likely considerably less than those in the other departments which have larger populations. Because of that difference in size, the duties probably vary considerably from those performed by a single officer in the other departments. It would be difficult consider that Nekoosa is an appropriate comparable community under these circumstances.

Therefore the appropriate comparables will be the remaining counties and cities that have been submitted by both of the parties.

I. DISCUSSION

The parties in have focused on several factors in their arguments in support of their final offers. Included among them are the comparable wages, comparable total compensation, the cost of living increase, the welfare of the public and the other private and public wage settlements in the County. Each of these factors will be considered.

a. Wages in Comparable Communities

The most significant factor traditionally is the impact that the final offers have on the wages when compared with other employees in law enforcement in the comparable communities. If a person pursues a career in law enforcement in central Wisconsin, wages in competing communities will be a factor in the choice of a place of employment.

In 1994 the maximum pay for a Wood County Deputy Sheriff ranked 2nd among the comparable communities. Only a Police officer in the City of Wisconsin Rapids exceeded the Wood County maximum. The entry level, however, was behind Wisconsin Rapids and Stevens Point (after July 1st). Wood County's wage rate exceeded the average for the comparable communities. (Marathon County's labor agreement has not yet been settled for 1995. The figures used are based on calculations submitted by both parties in their exhibits.)

<u>County or City</u>	<u>Deputy Sheriff/Policeman</u>					
	<u>1994</u>		<u>1995</u>		<u>1996</u>	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Marathon County	12.14	13.53	12.56	16.06	12.94	16.54
Portage County		15.08		15.61		
City of Marshfield						
1-1-94 & 95	11.95	14.28	12.61	15.08		
8-1-94 & 95	12.25	14.64	12.87	15.38		
City of Stevens Pt.						
1-1-94	13.26	14.71	14.00	15.53	14.49	16.01
7-1-94	13.53	15.01				
City of Wausau	14.23	14.86	14.82	16.49	15.03	16.72
City of Wis. Rapids	<u>12.97</u>	<u>15.90</u>	<u>13.36</u>	<u>16.38</u>	<u>13.76</u>	<u>16.87</u>
Average	12.96	14.78	13.49	15.88	14.06	16.54
Wood County	13.29	15.64				
Association			13.76	16.19	14.24	16.75
County			13.79	16.14	14.29	16.64

Under the County final offer the Deputy Sheriff maximum rate would drop to third place in both years. Under the Association offer, it would drop to third place in 1995, but would regain 2nd place in 1996. The entry level Deputy Sheriff (minimum rate) would remain at third place both years.

The Investigator's position ties for second place with Wisconsin Rapids. This continues for both years under the County's final offer. The Association offer exceeds the Wisconsin Rapids rate so the Investigator's rank moves to second place during both years with Wisconsin Rapids in third place.

	<u>Investigator/Detective</u>					
	<u>1994</u>		<u>1995</u>		<u>1996</u>	
<u>County or City</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Marathon County		16.19		16.76		17.26
Portage County		16.68		17.26		
City of Marshfield						
1-1-94 & 95		14.94		15.77		
8-1-94 & 95		15.31		16.08		
City of Wis. Rapids	<u>16.06</u>	<u>16.55</u>	<u>16.54</u>	<u>17.05</u>	<u>17.04</u>	<u>17.56</u>
Average		16.13		16.90		17.41
Wood County		16.55				
Association				17.13		17.73
County				17.05		17.56

A Sergeant's wages rates rank in second for the comparable group in 1994. Under both of the final offers, the Sergeant's wage rate moves to last among those law enforcement departments that have a similar position.

	<u>Sergeant</u>					
	<u>1994</u>		<u>1995</u>		<u>1996</u>	
<u>County or City</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Portage County		16.68		17.26		
City of Stevens Pt.						
1-1-94		16.00		17.38		17.99
7-1-94		16.32				
City of Wis. Rapids		<u>17.31</u>		<u>17.83</u>		<u>18.37</u>
Average		16.72		17.49		18.18
Wood County		16.55				
Association				17.13		17.73
County				17.05		17.55

The two final offers are very close when evaluated as to the comparable wage factor. The preferred final offer in this regard is that of the County. It maintains wages at the average, or above the average, for 1995. This enables the County to remain competitive in the recruitment of law enforcement officers. In 1996, with only two labor agreements in place that have the position, the averages are not as significant.

b. Consumer price index

Among the factors that may be considered is the impact of inflation. This factor is best measured by the Consumer Price Index (CPI). The CPI rose by 3.7% in July 1995, from the previous July, in small metropolitan areas. It rose by 3.8% in non-metropolitan areas during that same time period. It rose by 3.1% for all urban wage earners throughout the country.

Wood County would have to be considered a small metropolitan area or a non-metropolitan area, by the federal government statistical groupings. The Association's final offer is closer to the CPI increase than is the County final offer. Therefore, as to the cost of living, the final offer of the Association is preferred.

c. Total Compensation

The County argues vigorously that the fringe benefits for the Deputy Sheriffs are more generous than in comparable departments, and thus weights it's final offer more favorably. Currently the Wood County Deputies have the most substantial vacation benefits of all the comparable sheriffs deputies and police officers. After the first year of employment, Deputies receive 12 days vacation. All the other departments provide for 5 days, except Wausau which grants 10 days. After seven years, Wood County Deputies receive 18 days vacation. None of the other departments provide for more than 15 days vacation. At the end of twenty-five years, 36 days of vacation are granted. No other department grants more than 30 days of vacation after that time.

Wood County's Labor Agreement provided for ten paid holidays. So do all of the comparable law enforcement units. No group of employees receives any disproportion benefit in this regard.

The health insurance program requires an employee contribution for both single and family policies. Several the Departments (those in Marathon County and in the City of Wausau) pay the entire premium for both groups. Stevens Point pays the entire single person premium, but requires a contribution for the family plan. Wood County's arrangement is similar to that of Portage County and the cities of Marshfield and Wisconsin Rapids. The low \$110/200 deductible requirement is matched by Portage and Wausau (Marathon County has a \$600 family deductible). Wood County's policy is one of the few that contains a 90/10 co-pay provision provision up to \$1000 for singles and \$2000 for families. Overall, the County's health care benefit is in the middle of the comparable group.

Wausau and Marathon County are more generous in the maximum amount of sick leave that an employee may use. Wisconsin Rapids does not have any maximum amount. Other department policies are similar to Wood County.

Wood County has the most generous night shift differentials of all of the Departments. The \$.55 per hour after 11:00 p.m. exceeds any of the comparable departments.

The clothing allowance for Wood County plain clothes deputies is \$450 per year. This increases to \$475 in 1996. That amount is similar to the Portage County allowance, which is the highest among all the comparable communities.

With the exception of the health insurance benefits, where Wood County is in the middle of the comparables, it clearly is the leader in almost all other categories in which the other departments are not nearly identical. The fringe benefits that have been negotiated are very substantial; they enhance the already strong wage position of the County Sheriff's department employees. These benefits, in addition to the wages both current and as proposed, support the County final offer.

d. Other settlements within County government.

In 1995 the County settled with the Service Employees International Union Local 150 for a percentage increase of 3.7%. All the other five bargaining units received increases measured in dollar amounts. When translated into percentages, these varied from 2.95% to 3.2%. These settlements support the County final offer.

The County urges that the arbitrator consider the other settlements that have been made with remaining bargaining units of the County. This arbitrator finds that law enforcement agencies are unique and comparisons with non-law enforcement units are not generally helpful. Those settlements are given only minimal weight in the evaluation of these final offers.

e. Private sector settlements

Wood County is unique because it is dependent on a limited number of private manufacturing employers. Wisconsin Rapids industrial employment is dominated by Consolidated Papers, Inc. It's 4,935 employees account for 88.06% of the manufacturing employees in the city. Port Edwards and Nekoosa, two communities that are located in close proximity to Wisconsin Rapids, have 3934 manufacturing jobs between them. Of those positions, 3773 are at Georgia Pacific Paper Mills. Any settlements with those Companies and their Unions must be considered in this proceeding. No evidence of any labor agreements or employment in the other major Wood County community, Marshfield, was submitted.

Consolidated Papers, Inc. and the United Paperworkers International Union entered into a 5 year labor agreement effective on May 1, 1994. That agreement provides for a 3% wage increase for four years, and a 2.75% increase the final year. The wage amount varied from \$.44 to \$.48 per year. Georgia Pacific and the United Paperworkers have a five year contract that began on June 1, 1991. That agreement provides for a 2.5% increase for each of the first two years, and a 3% increase for the last three years. The 1995 and 1996 increase was \$.47 per hour.

Settlements in private industry are usually hard to gauge. Wood County is unique because it contains two smaller community, one of which is dominated by a single industry with two major employers in the city and it's suburbs. A mill town such as this enables an arbitrator to take private industry settlements into meaningful consideration.

The private settlement information clearly supports the final offer of the County. Both dollar amount and percentage figure are closer to the County offer.

J. AWARD

Evaluation of all the factors leads me to conclude that the final offer of the County better satisfies more of the relevant criteria. Therefore, the final offer of the County will be incorporated in the 1995-96 Labor Agreement between the County and the Association.

Dated at Milwaukee, Wisconsin
this 24th day of November, 1995

FREDERICK P. KESSLER
Arbitrator