

STATE OF WISCONSIN

Before the Interest Arbitrator

In the Matter of the Petition)	
)	
of)	Case 120
)	
Juneau County Professional)	No. 53606 MIA-2037
Police Association,)	Decision No. 28855-A
WPPA)	
)	
For Final and Binding)	
Arbitration Involving Law)	
Enforcement Personnel in the)	
Employ of)	
)	
Juneau County)	
(Sheriff's Department))	

APPEARANCES

For the Union:

Richard Little, Bargaining Agent
Michael S. Peterson, WPPA Business Agent

For the County:

Mark Hazelbaker, Attorney

PROCEEDINGS

On October 1, 1996 the undersigned was appointed Arbitrator by the Wisconsin Employment Relations Commission pursuant to Section 111.77 (4)(b) of the Municipal Employment

Relations Act, to resolve an impasse existing between Juneau County Professional Police Association, hereinafter referred to as the Union, and the Juneau County Sheriff's Department, hereinafter referred to as the Employer.

The hearing was held on December 5, 1996 in Mauston, Wisconsin. The Parties did not request mediation services and the hearing proceeded. At this hearing the Parties were afforded an opportunity to present oral and written evidence, to examine and cross-examine witnesses and to make such arguments as were deemed pertinent. The Parties stipulated that all provisions of the applicable statutes had been complied with and that the matter was properly before the Arbitrator. Briefs were filed in this case and the record was closed on April 10, 1997 subsequent to receiving the final briefs.

ISSUE

The following represents the issues at dispute in this matter:

<u>EMPLOYER</u>		<u>UNION</u>	
<u>Wages*</u>		<u>Wages</u>	
eff. 1/1/96	2.6% across the board	eff. 1/1/96	2% across the board
eff. 1/1/97	3.0%	eff. 7/1/96	2%
		eff. 1/1/97	2%
		eff. 7/1/97	2%

*Amended at the hearing

<u>Vacation</u>	<u>Vacation</u>
25+ yrs of service 25 days	Status quo

The Parties have reached tentative agreements on all other issues in this matter including term of the Agreement.

EMPLOYER POSITION

The following represents the arguments and contentions made on behalf of the Employer:

The Employer contends that the Arbitrator should select the Employer's final offer as the most reasonable of the Parties' final offers. It is the Employer's offer that is most consistent with the controlling criteria applicable under Wisconsin law. The Union's demand is excessive and unreasonable in light of the statutory criteria.

The economic criteria support awarding the Employer's final offer. It is the Employer's offer that most closely meets the cost of living criterion in the statutes. The CPI for the area ranges from just under 2% to just over 3% depending on which index is used. Under either figure it is the Employer's offer that is most reasonable. This is particularly true if inflation runs at its current pace for all of 1997.

Likewise, wages paid in comparable communities support the Employer's proposal. The Parties have agreed that the 7 contiguous counties to Juneau County are comparable for purposes of this proceeding. Since 1991 the Employer has been either third or fourth among the counties in hourly pay,

using top patrol officer rate as the benchmark. The Employer notes that the Union does not include Jackson County which is clearly a contiguous county and one of the comparables. When including Jackson County, the average is reduced slightly. The Union also does not include Juneau County in the average. The Employer's offer would place Juneau County scarcely any further behind the average than it has been historically. The wages paid for deputies fall squarely in the middle of the wages paid by these counties.

The Employer also notes that Wood County should be given less weight among the comparables because it is very different in size and economic strength from other counties. Its population is 50% larger than the next largest county and is much larger than other comparable counties including Juneau. Wood also has a tax base that far outstrips Juneau County. With Wood County excluded, the Employer's offer is \$.40 per hour above the average of the remaining counties. The Union's offer is \$.59 above the average of the remaining counties.

The Union has not asserted a catch-up situation. The Arbitrator is not required to determine which of the final offers serves to move the employees to the top rankings in salary. The Arbitrator is supposed to more or less preserve the ranking of the Parties. The Employer's offer keeps the

Employer well within the middle range of wages paid by comparable communities. The Union seeks to gain ground in the ranks but has not offered any proof as to why this should occur. Under the Union's offer, Juneau County leaps from 4th to 3rd among the counties.

The 1997 comparisons are much more difficult since other counties are open for 1997 and none has settled. The Employer's proposal for a 3.0% increase is consistent with the major factor likely to drive the 1997 settlements, that is the rate of inflation. Therefore, the Employer argues that its offer will preserve the relative rank of the Employer among its comparables.

The statute also requires the Arbitrator to give consideration to the economic conditions of the Employer. The county has one of the highest unemployment rates among the comparable counties. Recent economic activity has been flat. It is the Employer's position that it has a reduced ability to pay the cost of wage increases to public employees as a result of its economic conditions. These economic conditions explain why Juneau County has been reluctant to increase the Department beyond 23 sworn officers. The Union's proposed settlement would only exacerbate the situation. The Employer believes it is only fair to compute the real cost of the Union's final offers. The split

increase only defers the cost of the full lift for six months. Ultimately, the tax payers of Juneau County will have to finance the rates for an entire year. In addition to the above, the Employer is subject to the property tax mill rate cap imposed by the state legislature. The only revenue growth comes from increases in the valuation of the county. This growth has been somewhat sluggish relative to the comparable communities.

Finally, non-economic criteria favor selection of Juneau County's final offer. The Union may attempt to argue that there is a crime problem which is not being addressed by adding additional staff. The significance of the crime data is highly questionable. Fifty violent offenses are serious, but there is no showing that the wage levels have led to a turnover driving experienced deputies to other jobs and, therefore, depriving the Employer of its ability to fight crime effectively. There is no showing that increased wages will result in more vigorous law enforcement or improve the quality of the staff. The Department has not had any demonstrated difficulty in hiring qualified entry level employees. The Employer does value its employees and appreciates the risk that they take. The Employer's offer represents the responsible alternative of the two offers. The Employer is proposing to keep its employees' wages even with the cost of inflation. This will compensate the

employees in a fair manner while avoiding the unnecessary slippage in the purchasing power of the employees that might ultimately lead to turnover in the work force.

Because of the above, the final offer of the Employer should be selected. That offer is adequate to preserve the purchasing power of the deputies' wages and is more within the ability of the Employer to pay and is consistent with wages paid in comparable communities.

UNION POSITION

The following represents the arguments and contentions made on behalf of the Union:

With respect to the statutory criteria, the Employer may legally meet the Union's final offer. The stipulations of the Parties' illustrate that all issues have been resolved except for wages. The Employer has the financial ability to meet the costs of the Union's offer, and there are no changes in the foregoing circumstances. We are, therefore, left with several criteria that are mandated by the statute.

The interest and welfare of the public is a mandated criterion. The Union asserts that its offer best serves the

citizens of Juneau County by recognizing the need to maintain the morale of its officers and to retain the best and most qualified officers. The officers of Juneau County work side by side on a daily basis with officers of other departments. The Sheriff's Department must provide law enforcement services for the community 24 hours a day, 365 days a year. These difficult capabilities must be supported to the highest degree possible through good health and the maintenance of a high level of morale. If the Employer's final offer were selected, the goals may be jeopardized. Under the Employer's 1996 offer, the hourly rate of the top deputy will slip to \$.76 per hour below the average of the comparable department. The Employer can provide no justification for the existence of the disparity while the Union's offer only serves to slow the ever widening gap. The Union notes that prior to amendment the Employer's offer was equivalent to the lowest wage increase of the comparables. Even after the offer, it is now the 2nd lowest and comes on the day of the proceedings a year after the expiration of the contract. Clearly, the morale of the unit as a whole cannot be affected in a positive manner by the Employer's actions. Since this proposal will serve to continue the decline of base wages for deputy sheriffs. Therefore, it is the Union's offer that must be deemed more reasonable.

With respect to the comparables, the Union does not object to the inclusion of Jackson County among the list of comparables. Even with Jackson County the Union's final offer is supported by the comparables. The Union provided a five-year base year comparison which places Juneau County in 3rd position for 1993 through 1995. Under the Employer's offer Juneau County deputies will lose one position. Wage comparisons for 1997 are more difficult to analyze as none of the comparable departments has settled. However, the Union Exhibit #27 suggests that both offers are well within the established wage settlement pattern for 1997. The internal comparables should not be considered primary comparables in these proceedings.

The Consumer Price Index is also a mandated criterion. The Union cited the Kirkman decision in which he indicates that the appropriate measure of the Consumer Price Index is the comparable settlements in the area, particularly voluntary settlements.

The Arbitrator must also consider the overall compensation of the bargaining unit. Both Parties have provided limited exhibits regarding overall compensation. Nothing in either presentation would suggest that any benefit elevates the members of this bargaining unit to the point where its final offer would be unreasonable, therefore, this

criterion should be given little or no weight by the Arbitrator in making his decision.

In light of the above arguments, the Union argues that its final offer must be considered the more reasonable than the proposed offer by the Employer and, therefore, should be adopted by the Arbitrator.

DISCUSSION AND OPINION

With respect to the external comparables, which seems to be the primary criterion in this matter, the Employer proposed a list of comparables of all of the contiguous counties to Juneau County which number eight. The Union did not include Jackson County in its analysis, however, in its brief indicated that it had no objection to the inclusion of Jackson County as an external comparable. The Arbitrator will state for the record that the eight contiguous counties are the appropriate external comparables in this matter. However, the Arbitrator does feel constrained to comment on Wood County. When looking at the economic data on Wood County particularly noting wages paid to its deputies, it is clear that Wood County is an aberration. This is true also in terms of population and economic strength and tax base considerations. The wages paid to Sheriff's Deputies in Wood

County are head and shoulders above the wages paid in all other external comparables, some in excess of \$4 an hour greater than the lowest paid county to approximately \$3 an hour higher than Juneau and other higher paid counties. It is a fundamental tenet of statistics that, when you have such a large aberration in such a relatively small sample, it does skew the data. Therefore, when analyzing the arguments presented by the Parties, the Arbitrator will be cognizant of the Wood County aberration.

The Employer made a large improvement in its final offer on the day of the hearing raising its 1996 offer by .1 of 1% and its 1997 offer by .5 of 1%. The Arbitrator can only wonder if the Employer had shown such flexibility during the Collective Bargaining process, a voluntary settlement could not have been reached in this matter. It is on that amended offer that this case will be determined.

There is no concern on the part of the Union regarding the Employer's offer to improve the vacation entitlement for those who have 25 or more years of service. While that will add slight value to the Employer's offer, it is in no way determinative in this matter. We are then left solely with the wage issue.

The wage issue turns on the external comparables and the cost of living index as the most important statutory criteria. In addition the Arbitrator notes the arguments concerning bargaining unit morale and the Employer's arguments with respect to economic ability and local economic conditions. These last two criteria tend to negate one another and we are, therefore, left with CPI and external comparables.

The Arbitrator can find no justification whatsoever for the Juneau County Sheriff's Department members losing ground with respect to the comparables. Even though they are behind Sauk County by a small amount, that is still no justification. However the Association has not fully justified its position of a higher than normal percentage increase. Therefore, after analyzing all of the information presented, even if Wood County is given less weight than the other comparables, the appropriate wage proposal among those presented does not favor position.

The 1997 offers are much more problematic since there are no external comparables to guide the Arbitrator. The Employer has offered a 3% across the board increase and the Union has offered a 2 and 2 split which will have a 3% impact during 1997, but ultimately a 4% impact overall. Given what data the Arbitrator has available to him and the likely

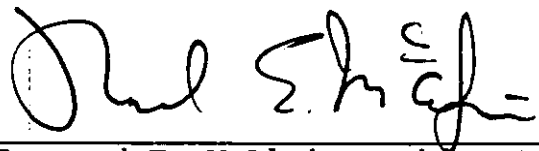
outcomes in CPI and voluntary settlements, he finds that it is the Employer's offer that is favored for 1997. This is particularly true since the impact of both 1997 wage proposals is the same for 1997. Should the settlements and/or the CPI come in at a higher than expected rate in 1997 the Parties can and should remedy the situation during the 1998 round of bargaining.

The above analysis leaves the Arbitrator with a very problematic decision in which neither offer is favored in the first year of the contract, and the Employer's offer is slightly favored in the second year of the contract. The Arbitrator must then determine which of the total offers is most appropriate under the circumstances of this case, and in consideration of the statutory criterion. In an extremely close call and because of the significant difference between the overall future impact of the second year proposals, it is the Arbitrator's determination that it is the Employer's proposal that most closely meets the statutory criterion. The Arbitrator would note for the record that this would not have been necessarily true had the Employer not amended its final offer. Therefore, the appropriate award will issue.

AWARD

On the basis of the foregoing and the record as a whole, and after full consideration of each of the statutory criteria, the undersigned has concluded that the final offer of the Employer is the more reasonable proposal before the Arbitrator and directs that it, along with the stipulations reached in bargaining, constitute the 1996-1997 agreement between the Parties.

Signed at Oconomowoc, Wisconsin this 28th day of April, 1997.

A handwritten signature in cursive script, appearing to read "Raymond E. McAlpin".

Raymond E. McAlpin, Arbitrator