

## BEFORE THE ARBITRATOR

In the Matter of the Arbitration of the Dispute Between the

IOWA COUNTY (SHERIFF'S DEPARTMENT)

WERC Case 109

and the

No. 60867

IOWA COUNTY DEPUTY SHERIFF'S  
ASSOCIATION, WISCONSIN PROFESSIONAL  
POLICE ASSOCIATION/LEER

MIA -2448

Dec. No. 30611-A

### Appearances:

Mr. Thomas Bahr and Mr. Henry Kjentvet Staff Representatives, WPPA/LEER, for the Association. Mr. Kirk Strang, Attorney, and Ms. Bridget Schuehart, Davis & Kuelthau, S.C. Attorneys at Law, for the Employer.

### Background:

Representatives of the Iowa County Sheriff's Department (hereinafter referred to as the "County," or the "Employer") and the Iowa County Deputy sheriff's Association, WPPA/LEER (hereinafter referred to as the "association" or the "Employees") exchanged proposals in 2001 on issues to be included in a successor agreement (for the two years 2002 and 2003) to their agreement which expired December 31, 2001. The Association represents all deputized employees of the Iowa County Sheriff's Department including dispatcher/jailers, patrol officers, sergeants, and setcretary/matron, but excluding the sheriff and chief deputy. The Parties met on three other occasions and failed to reach an agreement. On February 6, 2002 the Association filed a petition with the Wisconsin Employment Relations Commission for final and binding interest arbitration pursuant to Section 111.70(3) of the Municipal Employmnt relations Act. Investigator Richard B. McLaughlin, a member of the WERC staff, conducted an investigation on June 19, August 13, and on September 12, 2002, and then advised the Commission that an impasse existed. The parties submitted final offers to the Commission by April 28, 2003. On May 7, 2003 the Commission certified the parties' final offers and directed them to select an impartial arbitrator. The Undersigned, Richard Tyson, was selected and appointed on May 7, 2003. He conducted a hearing on the matter on August 21, 2003 at the Iowa County Courthouse in Dodgeville, Wisconsin. No transcript of the hearing was taken. Both parties had an opportunity to present exhibits and testimony and to outline their arguments in this dispute. They agreed to a schedule for submission of additional exhibits and the exchanging briefs and reply briefs, the last of which was received November 5, 2003.

### The Issue(s)

The parties are agreed on a large number of items for inclusion in the successor agreement for 2002 and 2003 except wages and language related to bereavement leave. The County offers a base wage increase of 2% beginning January 1,2002, a 2% increase on October 1,2002, and a 3%

increase January 1, 2003. The Association's offer includes increases of 2% on January 1 and July 1 of 2002 and an additional \$ .30 added to the wage base on Dec. 31. It includes an increases of 2% on January 1, 2003, 1% on July 1, and 1% and an additional \$ .30 added to the wage base on December 31, 2003. The Association also would delete the words "up to" under Article XV Section 15.4 -Bereavement Leave, to allow for three consecutive days off for bereavement leave. The parties agree to which set of comparables constitutes the appropriate external comparison group under Section 6.(d.) of the Act against which to measure their respective offers though the County contends that the contiguous counties are to be given more consideration. The dispute centers on the relative importance of internal vs external comparables; the County contending that its offer is the same as that provided to other employees while the Association contends that the Deputies' wages have fallen behind other deputies's wages in the comparable group.

## Cost

Neither party has calculated the cost of the proposals.

## The Statutory Criteria

The parties have directed their evidence and arguments to the statutory criteria of Sec. 111.70 (6) Wis. Stats. which directs the Arbitrator to consider and give weight to certain factors when making his decision. Those factors are:

- 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 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 prices 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, factfinding, arbitration or otherwise between the parties, in the public service or in private employment.

## Arguments of the Parties

### The Association

The Association's primary argument is that its offer which provides for a 2%/2% split increase in the first year and a 2%/1%/1% increase in the second with a \$.30 lift on Dec. 31 of each of the two years is necessary to regain its loss in wages, somewhat catching up with the comparables' average wage levels. The Employer's offer would further erode the already low Iowa County Sheriff's Department wages.

The Association notes that the Employer has no legal or financial reason not to accept the Association's offer. The interests and welfare of the public is well served in providing its officers with competitive pay and benefits in order to compete for qualified deputies. Additionally the morale and unit pride suffer when they lose economic status viz officers in other departments with whom they frequently work. This comparison with other officers employed by comparable employers is the most relevant consideration in this matter. Sheriff's deputies are unique among county employees and quite different from private sector employees. They need to do their job in a most professional manner, always subject to the utmost scrutiny, which requires the maintenance of a high level of morale.<sup>1</sup> They are on the job 24/7 and deal with issues not found elsewhere.

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1\ Association Brief, p. 11.

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During the past decade, Iowa County deputies' wages have gone from being \$ .03 above average among the comparables to \$ .82 below. If the Employer were to prevail in this arbitration, wages will be \$1.02 below in 2003. This downward spiral must be reversed. The parties are not in dispute over the external comparable grouping for which comparisons are to be made, namely Grant, Sauk, Green, LaFayette, Richland, Crawford, and Columbia counties, following a 1993 decision by Arbitrator Vernon.<sup>2</sup> In 2000 Iowa County Deputies' wages rose 2.5% while the comparables' average increase was 3.81% (lift of 3.96%). It was 3% vs 3.96% the next year. The comparables' average settlement for 2002 was 3.39% (lift of 3.78%) and it was 3.27% (3.78% lift) for 2003. The County in this proceeding is for the first time suggesting that some of the comparables (Columbia, Sauk, Green) shouldn't count. In doing so it is attempting to "rewrite

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<sup>1</sup>Association Brief, p. 11.

<sup>2</sup>Iowa County Deputy Sheriffs, MIA -1674, Decision No. 27554-A (Dec. 1993).

the historical relationships” which the parties have utilized since the 1993 decision in order to favor their offer; this should not be allowed.<sup>3</sup>

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2\ Iowa County Deputy Sheriffs, MIA-1674, Decision No. 27554-A (Dec. 1993).

3\ Association Reply Brief, p. 3.

The Association disagrees with the County that internal settlements should be accorded great weight. There are three settlements for 2002 and two for 2003. There is not an established practice of having the same internal settlements, and in this bargain, deputies are being denied what was received by other units (Courthouse, Highway, and Professionals) for funeral leave. Regardless, adherence to an internal pattern should not govern when the result would result in “conditions of employment that are substantially out of line with conditions in existing external employer-employee relationships.”<sup>4</sup> Arbitrator Malamud concurs that arbitrators may reject following an internal percentage pattern when there is evidence that a particular group of employees would become substantially out of line with external comparables.<sup>5</sup> In the instant case, Iowa County Deputies are substantially behind and are becoming more so, particularly were the Employer to prevail in the arbitration. The Employer’s contention that the Deputies should get the same increase as other units is predicated on the notion that “all units find themselves in similar standing amongst their comparables.”<sup>6</sup> This certainly has not been the case for the Deputies since 1995. Additionally, private sector workers have seen their pay rise faster than the deputies; median income in the county has risen 64% while the deputies pay has risen 22% from 1995 to 2000.

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4\ Arbitrator Yaffee in City of Meonomie, Dec. No. 21962.

5\ Village of Greendale, Dec. No. 29632-A, (2/00).

6\ Association Reply Brief, p. 1.

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The cost of living factor also supports the Association’s offer. Following Arbitrator Kerkman’s premise that the proper measure of this consideration is how other, particularly voluntary settlements have weighed the effects of inflation, the comparables’ settlements have averaged higher than Iowa County and will again in 2002-03.<sup>7</sup> Furthermore, Arbitrator Vernon opined that

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<sup>3</sup>Association Reply Brief, p. 3.

<sup>4</sup>Arbitrator Yaffee in City of Menomonie, Dec. No. 21962

<sup>5</sup>Village of Greendale, Dec. No. 29632-A, (2/00).

<sup>6</sup>Association Reply Brief, p. 1.

<sup>7</sup>Merrill Area Education Association, Dec. No. 17955-A, (8/81) .

cost of living considerations are to be accorded little weight in catch-up situations.<sup>8</sup> Finally, consideration of overall compensation is not particularly supportive of either parties' offers; Iowa County deputies are in the middle of benefits, better in some, and lower in others.

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7\ Merrill Area Education Association, Dec. No. 17955-A, (8/81)

8\ Washington County, Dec. No. 21515, (11/84).  
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### The Employer

The Employer maintains that its offer provides percentage increases in wages which are the same as received by other county employees; it is in the interests and welfare of the public to provide equitable treatment of all employees, maintain morale, and the stability of the bargaining process as well as control spending in the face of declining shared revenues. The county's offer is also in line with the comparable external settlements, namely, sheriff's department employee units in the contiguous counties (excluding Dane) as well as Columbia and Crawford counties. When benefits are considered, Iowa County Deputies compare very favorably with these other employees. Cost of living considerations also weigh in favor of the Employer's offer. The Association's case is based on a single statutory factor, and even that factor does not support its case.

The Association's offer provides for seven separate wage increases over the two year period. While each is small, the cumulative impact is substantial. Wage rates will rise from 12.2% – 13.22% at the minimums for the various classifications and will rise from 11.73% – 12.69% at the maximums over the two years. These increases are unreasonable, and have no support among the external comparables, much less the other county units. On the other hand, the County's offer is identical to settlements with all the other units in Iowa County, and is closer to the voluntary settlements among the comparables than is the Association's offer.

Courthouse and Social Workers have settled on the same 2%/2% increase for 2002 and 3% for 2003 as is offered by the County to the deputies. The Highway employees are not settled for 2003, though they received the same 2%/2% increase for 2002. There is no question of ambiguity of similarity of these settlements. These units represent a broad mixture of employees, and with issues of health insurance still managed to settle; this and other benefits are pretty much the same among units. Acceptance of the Employer's offer will promote stability of labor relations within the county, while acceptance of the Association's offer will discourage voluntary settlements in the future. Arbitrators have recognized the importance of internal consistency not only because of the statute, but also because it promotes voluntary settlements, internal equity, and stability in labor relations.<sup>9</sup> Breaking from an established pattern would be harmful for morale, be

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<sup>8</sup>Washington County, Dec. No. 21515, (11/84).

<sup>9</sup>Arbitrators McAlpin in City of Oshkosh, Dec. No. 28284 (11/95), Michelstetter in City of Wisconsin Rapids (Police), Dec.

disruptive, encourage units to “hold out,” and reduce the employer’s credibility at the bargaining table. Moreover, internal comparisons are often given controlling weight by arbitrators, particularly when a number of settlements exist, as a “collective consensus” as to the applicable statutory criteria, and because of the possibility of disarray in labor relations.<sup>10</sup>

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9\ Arbitrators McAlpin in City of Oshkosh, Dec. No. 28284 (11/95), Michelstetter in City of Wisconsin Rapids (Police), Dec. no. 30175-A (2/02) and Eau Claire (Sheriff's Department), Dec. No. 30152-A (3/02), Gunderman in City of Oshkosh, Dec. no. 26923-A (3/93), Haferbecker in Jackson County (Sheriffs) Dec. No. 28178 (2/85), Maqlamud in City of Green Bay (DPW), Dec. No. 30022-A (10/01), Krinsky in City of Superior (Fire), Dec. No. 11585-C (1973) and Fleischli in City of Waukesha, Dec. No. 21299 (8/84).

10\ Arbitrator Vernon in City of Madison (Firefighters), Dec. No. 21345 (11/84), City of Appleton (Police), Dec. No. 25636-A (4/89) and Johnson in City of Chippewa Falls (Police), Dec. No. 28334 (8/95).  
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The Association’s offer is dramatically out of line with the internal settlements. Moreover, these settlements were made under more favorable conditions. The county has not asked for concessions on health in spite of the huge cost increases. The county’s financial condition has worsened due to the declining budgetary commitment of the state for shared revenues as the state tries to deal with its fiscal problem. Not only is the Employer’s offer in the best interests of the public fiscally, but it best preserves stability in labor relations between and among the county and its employees.

The Employer is very concerned that were the Union to prevail in this award, a chilling effect on future negotiations with all county units would result. The County's wage offer herein is the same as accepted by the Professional and Courthouse employees and as offered to the Highway Department employee unit. Citing numerous opinions on the importance of maintaining internal settlement patterns, the Employer suggests that an award in favor of the Union will create internal inequities and reduce incentives for further, voluntary settlements.<sup>11</sup> Arbitration should

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No. 30175-A (2/02) and Eau Claire (Sheriff's Department), Dec. No. 30152-A (3/02), Gunderman in City of Oshkosh, Dec. No. 26923-A (3/93), Haferbecker in Jackson County (Sheriffs) Dec. No. 28178 (2/85), Malamud in City of Green Bay (DPW), Dec. No. 30022-A (10/01), Krinsky in City of Superior (Fire), Dec. No. 11585-C (1973) and Fleischli in City of Waukesha, Dec. No. 21299 (8/84).

<sup>10</sup>Arbitrator Vernon in City of Madison (Firefighters), Dec. No. 21345 (11/84), City of Appleton (Police), Dec. No. 25636-A (4/89) and Johnson in City of Chippewa Falls (Police), Dec. No. 28334 (8/95).

<sup>11</sup>Arbitrator Krinsky in School District of Barron, Dec. No. 16276 (11/78) and City of New Berlin. Dec. No. 27293-B (2/93), Grenig in Rock County (Sheriffs), Dec. No. 20600 (2/84),

not provide a party with more than it would or should have gotten at the bargaining table. Furthermore, the Union has not provided any evidence as to why Sheriff's Department employees are circumstantially different from the Courthouse employees who settled for what the county offers this unit's employees. It is this consistent, internal pattern which is of primary importance in this matter.

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11\ Arbitrator Krinsky in School District of Barron, Dec. No. 16276 (11/78) and City of New Berlin, Dec. No. 27293-B (2/93), Grenig in Rock County (Sheriffs), Dec. No. 20600 (2/84), Hitchison in Rock County, Dec. No. 17729 (9/80) and Gunderman in Oneida County, Dec. No. 26116-A (3/90).  
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The Association's offer is out of line with respect to the external comparables as well. The average wage lift for 2002 is 4%, from a low of 3% in Lafayette and Richland counties to a high of 5% in Crawford ( a "catch up" situation). Iowa County's offer is also 4%, while the Association's is 5.9%. The average wage lift for 2003 is 3.8%, from a low of 3% in Lafayette Columbia, and Green counties to a high of 5% in Richland. Iowa County's offer is 3%, while the Association's is 5.8%. Moreover, the County's offer puts the money up front rather than deferring it to mid-year as is done in many of the comparables. Not one comparable has settled at the offer proposed by the Association in either year. When all the department employees' increases are averaged, the total is a 12.47% increase at the minimum and 12.01% gain at the maximum which is 4.7%- 4.2% higher than the comparable average which is more than the average annual increase of most counties. Moreover, the parties have also stipulated to a new longevity schedule having a .5% impact on wages; in the Side Letter of Agreement between the County and the Association, this is to be added in when making future wage comparisons with other employees. Thus, the Association's calculation of the relative decline of wages is inflated by \$ .08 in 2002 and \$ .09 in 2003. The Association also conveniently ignores the fact that in the 2001-02 bargain, the parties "put their money up front" while other counties has split increases, and agreed to have the county continue to fully fund health insurance.<sup>12</sup>

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12\ Employer Reply Brief, p. 3.  
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Wage rates paid Iowa County Deputies are reasonable and competitive, considering the differences among the comparables. The Association's contention that deputies' wages have declined relative to the comparables' average is a "statistical half-truth."<sup>13</sup> Iowa County Patrol Officers wages are roughly in the middle. Sauk and Columbia Counties pay is considerably more than the other counties; they are more than double the size of Iowa County, however, and the

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Hutchison in Rock County, Dec. No. 17729 (9/80) and Gunderman in Oneida County, Dec. No. 26116-A (3/90).

<sup>12</sup>Employer Reply Brief, p. 3.

<sup>13</sup>Employer Reply Brief, p. 2.

latter is geographically and economically detached (Grant is also double, but geographically large). Sauk, Green, and Columbia Counties are really in the South-central region while the remaining counties are in the Southwest region and tend to have a more rural character. Excluding Sauk and Columbia Counties, Iowa County Patrol Officers' year end wages are at the average with the County's offer, but will be significantly above it under the Association's offer.

The relative position of deputies has been the product of years of give and take in negotiations which has considered not only wages, but also other benefits and work conditions— there is no “wrong” to be made right through arbitration. Were the Association to be prevailing with “adverse catch-up demands in arbitration (it) would do nothing more than disturb the very balance of the bargain that the parties deliberately and mutually reached.”<sup>14</sup> Iowa County deputies have the second lowest scheduled hours of work, considerably below all but Crawford County. Its clothing allowance is at or above the average. Deputies can use all of their accumulated (unused) sick leave to health insurance at retirement which is a more generous provision than found elsewhere. They receive their regular pay for training time unlike others. Iowa County pays 100% of their life insurance premiums which is done in only 3 other counties. It pays a minimum of 2 ours for court time at 1½ times. It is one of only 3 counties providing dental insurance and paying up to 105% of the lowest costing state group health plans. Most counties require 10–15% premium contributions for family health insurance. Iowa County pays employees the difference between the state mandated benefits for Workers Compensation (66%) and their regular pay unlike most all other comparable counties. It provides up to three days for funeral leave which is similar to the other counties. It is among four counties which provides for a catastrophic sick leave account. It provides deputies with the second highest number of holidays (11). With the new provision for the increase in vacation time, the County will be among the most generous. Its shift differential, compensatory, overtime, longevity, and call-in pay is in the middle of the comparables. Its pays the same as others for WRS pensions. The benefits of Iowa County Deputies are clearly superior and have been the product of years of negotiations.

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13\ Employer Reply Brief, p. 2.

14\ Employer Reply Brief, p. 3.  
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The Employer notes that many arbitrators are reluctant to alter parties' relative positions which have come through the bargaining process, especially if those bargains were voluntary. They presume that the results were based on the usual give and take process; differences in language, wages, or benefits may occur between a unit and its comparables because of differences in unit members' values.<sup>15</sup>

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<sup>14</sup>Employer Reply Brief, p. 3.

<sup>15</sup>Arbitrator Greco in City of Superior (Firefighters), Dec. No. 30489-A (4/03), Baron in Town of Mount Pleasant (Fire), Dec. No. 30460-A (5/03), and Krinsky in Village of Greendale (Firefighters), Dec. No. 30432-A (1/03).



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15\ Arbitrator Greco in City of Superior (Firefighters), Dec. No. 30489-A (4/03), Baron in Town of Mount Pleasant (Fire), Dec. No. 30460-A (5/03), and Krinsky in Village of Greendale (Firefighters), Dec. No. 30432-A (1/03).  
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The Employer also calls the Arbitrator's attention to another relevant factor. The rate of wage increases over the past 6 years has been 18.1%. The CPI reported by the B.L.S. for 1996-2001 was 15.5%. Measured inflation in both 2002 and 2003 is also significantly less than even the Employer's offer. The local taxpayers should not have to support such increases as demanded by the Association, especially since the cost of deputies' health insurance has been significantly greater. It is not as if Iowa County is "slighting law enforcement" since it devotes 12.59% of its expenditures to it, which is a higher percentage than any of the other comparables.<sup>16</sup> The Association's proposal would increase that even more, and have a significant and unfair fiscal impact on the County's residents. This factor, in addition to total compensation, and internal and external settlement comparisons weigh in favor of acceptance of the County's offer.

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16\ Employer Reply Brief, p. 12.  
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The Employer notes the lack of evidence, argument, and support for the Association's proposal on the bereavement language. There is no evidence that any deputy has ever been denied the available 3 days when necessary. Instead it seeks a flat 3 days; given the breadth of definition of "family" in the Agreement, it is reasonable to provide some flexibility in administering the benefit. There is also no reason to believe that the Courthouse employees have any different bereavement provision. Any change in the status quo language requires at minimum some showing of need.

#### Discussion and Opinion

The Statute requires the Arbitrator to consider the aforementioned criteria in making an award. The criteria cited by the Parties as pertinent to this decision are the internal, external, and private sector employees (d.) comparisons as well as interests of the public (c.), overall compensation (f.) and inflation (e.). Each of these is considered below as the outstanding issues of this dispute have been analyzed by the Arbitrator.

The parties raise classic issues in wage comparisons for purposes of interest arbitration. Which is of primary concern: external or internal comparisons? Is the appropriate comparison between wage and benefit levels or between changes in those levels? Are the compared changes percentages or dollars? And how should variations in benefits factor in? Both employers and unions come down on all sides of the issue when helpful to their respective causes. Such is the

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<sup>16</sup>Employer Reply Brief, p. 12.

case herein. Similarly, both sides conveniently vacillate on the size vs proximity debate in determining comparability. Interest arbitrators vary in emphasizing dollars over another basis of wage comparison, although typically they will examine both differences in wage levels at "benchmarks" or common classifications as well as dollar and percent increases to determine the reasonableness of offers. The Undersigned follows this approach and is not committed to the relative importance of any one measure. The Employer draws the Arbitrators attention to percentage settlements internally and externally rather than wage levels, while the Association does the opposite.

The Association in this case argues that a significant decline in wage levels of Iowa County Deputies has evolved viz the comparables. The Arbitrator will consider comparisons of salary levels at the various classification. He understands that there are recognized differences in general salary levels between employers which are deemed "comparable" based on bargaining history, costs-of-living, and other factors and understands that these are not to be significantly disturbed through arbitration except for very compelling reasons. This is reason for urging percent increase comparisons. Unions make the same argument when their pay is above average. Arbitrators tend to be conservative, espousing a view that their award would best mimic a voluntary settlement, and thereby cause the least disturbance. They are not of one voice in preferring similar dollar increases over percent increases or vice versa, and tend to look at both (in addition to wage levels). Wage increases, whether absolute or percent, will also be compared in order to determine which of the two very reasonable offers is "more reasonable" in this case.

#### Wage settlements

The Employer has argued for an award in its favor based on internal comparisons (d.). Three units have settled on the same general terms for 2002 as is included in its offer to the Sheriff's Department Employees, and two are settled for 2003 . The Union contends that the Employer's extensive citation of arbitral precedent is less relevant because this is a catch-up situation, and cites opinions where internal patterns are deviated from when there a significant difference from external comparables.

It is fairly evident that the internal settlement pattern is strong, favoring the Employer's offer. Generally this would be determinative, ceteris paribus. How the unit employees fare in wages, benefits and other conditions relative to the external comparables is another matter of consideration. Were this not to be the case, it would make no sense for the statute to provide for multiple bargaining units of a municipal employer's employees. Not only may there be more "commonality of interests" among multiple units than between those units, but there also are differences which

Table 1  
Iowa County Wage Rate Settlements 2002 – 2003

Unit	2002	2003
Courthouse	2.0%/2.0%	3.0%

Professionals (Social Workers)	2.0/2.0	3.0
Highway Dept.	2.0/2.0	NS
Iowa Co Sheriff's		
County offer	2.0/2.0	3.0
Association Offer	2.0%/2.0% +\$ .30	2.0%/1.0%/1/0% +\$ .30

Source: Employer Exhibit 7

likely develop in labor market conditions for various groups of employees which may be more reasonably taken into account through separate bargains. Therefore it should be the case that settlements of an employer may vary between units, and it should be expected that the dollar or percent settlement of one may be greater than another from time to time depending on market conditions and other factors. On the other hand, employers undoubtedly are conscious of the problems which may result from one unit faring better in its settlement than other units in terms of morale and future bargaining relations with those other units. An employer would certainly not want to reward a unit "holding out" for strategic reasons rather than real labor market or external equity considerations. The Undersigned, as well as the many other arbitrators cited by the parties has and would depart from the internal pattern when there is evidence that a particular group of employees would become substantially out of line with external comparables. This begs the question as to whether Iowa County Sheriff's Deputies are substantially out of line with their external comparables.

On the face of it, Table 2 below indicates that Iowa County deputies appear to have lost some ground viz the external comparables in the prior bargain. There have been several split increases to increase wage levels of the comparables in 2002 and 2003, while tempering the actual costs. Table 3 shows the lift, indicating that in 2000-01 Iowa County deputies' wages rose nearly 2% less than the comparables' average. The Association's offer would make that up in 2002 and "go ahead" 2% in 2003 while the Employer's offer would increase the 4-year differential to 2.6%. This is not to say that 2000 is the proper reference year; it is a year for which the parties provided data for the Arbitrator. The 2002-03 settlements tend to favor the Employer's offer, though consideration of the past bargain is problematic as it begs the question of the need to "catch up". As is increasingly the practice in interest arbitration in Wisconsin with experienced bargainers, the parties are nearly equidistant on both sides of a "middle" using 2000 as the reference point.

Table 2: Wage Rate Settlements 2000 – 2004

County	2000	2001	2002	2003	2004
Grant	2.7%	3.0%	2.0/2.0	1.5%/3.0%	1.5%/3.0%
Green	2.0/2.0	3.0	3.0	2.5/.5	3.0
LaFayette	3.0	3.0	3.0	3.0	2.0/2.0
Richland	5.6-7.5	3.5	2.0/1.0	2.0/3.0	3.0
Sauk	3.6	3.6	4.0	4.0	NS

Columbia	3.9	2.0/2.5	2.0/2.5	2.0/1.0	NS
Crawford	3.0	4.0	5.0	4.0	NS
Iowa Co	2.5	3.0	2.0/2.0	3.0	NS
Iowa Assn			2.0/2.0 +\$ .30	2.0/1.0/1/0 +\$ .30	

\* Green County contract indicates 3% but patrolman rates rose 4.5%

Source: Employer Exhibit 14A

Table 3: Total Lift of Wage Rate Settlements 2000 – 2004

County	2000	2001	2002	2003	2004
Grant	2.7%	3.0%	4.0%	4.5%	4.5%
Green	4.0	3.0	4.5**	3.0	3.0
LaFayette	3.0	3.0	3.0	3.0	3.0
Richland	5.6-7.5	3.5	3.0	5.0	3.0
Sauk	3.6	3.6	4.0	4.0	NS
Columbia	3.9	4.5	4.5	3.0	NS
Crawford	3.0	4.0	5.0	4.0	NS
mean	3.8	3.5	4.0	3.8	
Iowa Co	2.5	3.0	4.0	3.0	NS
Iowa Assn			5.9	5.8	

\* means exclude Iowa County

\*\*the Green County contract indicates 3% but patrolman rates rose 4.5%; both employer and Association indicate a 4.5% lift.

Source: Employer Exhibit 14 B and as calculated by the Arbitrator

#### External Wage comparisons

Analysis of wages shows that Iowa County Sheriff's Department wages are somewhat lower than the comparables, which appears to favor the Union's offer. In 2001 it was ranked 6th among the comparables for Patrol Officer, falling from 4th in 1992-93 and 5th in 1994-95.<sup>17</sup> It has ranked 6th since 1996, though the difference from the mean has increased from \$ .12 to \$ .82 by 2001. During this period the Arbitrator notes that Patrol Officers' wages in Sauk, and particularly Columbia counties rose substantially compared to the other comparables. Under the County's offer, the Deputies will

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17\ Association Exhibit 11 H.

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<sup>17</sup>Association Exhibit 11 H.

Table 4  
Wage Rates and Rank of Patrol Officers, 2001– 2003  
(rates based on end of each year)

2001			2002			2003		
County	Max.	Rank	Max.	Rank-CO	ASSN	Max.	Rank CO.	ASSN
Grant	\$15.58	5	\$16.21	56		\$16.95	56	
Green	16.41	3	17.15	33		17.67	33	
LaFayette <sup>1</sup>	14.18	8	14.61	88		15.05	88	
Richland <sup>2</sup>	15.89	4	16.67	44		17.20	45	
Sauk	18.07	2	18.79	22		19.54	22	
Columbia <sup>3</sup>	18.26	1	19.10	11		20.71	11	
Crawford	15.16	7	15.92	77		16.40	77	
Mean	16.22		16.92			17.65		
Iowa Co <sup>4</sup>	15.52	6	16.15	64		16.63	64	
Iowa Assn	15.52	6	16.45	54		17.50	44	
difference	(.70)		(.77)	(.47)		(1.02)	(.15)	

1 County indicates \$15.11 for 2002 and \$15.56 for 2003. Contract and Association data.

2 Hourly rate based on monthly pay and 2080 hours. The 6/3 schedule (2068 hours) would increase the hourly rate by about \$ .10.

3 \$ 1 /hr. would be added for firearm certificate.

4 Longevity adds \$ .08 to the 2002 rate (rank of 5) and \$ .09 to the 2003 rate

\* mean excludes Iowa County

Source: Employer Exhibit 13 and Association Exhibits 11H and 25-30 and as calculated by the Arbitrator.

remain ranked 6th while under the Association's offer it will regain its "lost ground" and be ranked 4th. The County reminds the Association that in its Side Letter of Agreement that the additions to longevity in the prior bargain are to be included in future interest arbitration considerations. The additional \$ .08-.09 would give Iowa County Deputies a rank of 5 for 2002 under the County's offer; nevertheless, it would fall to 6th in 2003. Often arbitrators assert that interest arbitration should be conservative or neutral, disturbing the parties' relative positions the least. Since the Employer's offer would keep the Iowa County Deputies' rank the same while the Association's offer would change it substantially, by that assertion the county's offer would tend to be favored. However, the Deputies' wages relative to the average will decline by \$ .32. When substantially above- or below average, arbitrators also tend to favor awards which do not exacerbate differences. The County's offer does exactly that, increasing the difference by \$ .32. The Association's offer, however reduces it by \$.55 over the 2 years making it moderately "excessive" in terms of this conservative interpretation of the interest arbitration process.

## Other factors and issues

The County has argued and cited several arbitrators' opinions with regard to interest arbitration and the current relative position which characterizes a particular bargaining unit as a consequence of voluntary agreements. The argument is that the relative economic position is what it is because that is what was the best bargain at the time considering all factors. This reminds the Undersigned of a story going around in his profession of an economics professor on a walk with one of his students. The student exclaimed that there was a \$20 bill lying on the sidewalk, to which the professor responded that the student need not bother to pick it up since if it really were a \$20 bill, someone would have already picked it up. Equivalently there is no such thing as a stock which is priced too high or low (unless someone has inside information), or "if it seems to be too good (or bad) to be true....." In the instant case, the Employer has argued that in the preceding bargains the Association and County struck the best deals possible and that the Association can't "go back" (and re-litigate them). The County suggests that benefits and working conditions agreed to by the Association are very favorable vis the comparables which makes the preceding bargains "right" and not in need of correction. Review of these benefits indicates that Iowa County Deputies appear to fare as well as other deputies among the comparables, and in the case of several benefits do much better. Whether these were the basis of the quid for the quo of declining relative wages is a matter of speculation, though following the reasoning above, would seem to be. Hours of Iowa County Deputies are among the lowest. Dental coverage, sick leave conversion, and life insurance exceeds the average, while other benefits seem to be comparable.

What seems to strand out for the Undersigned is the County's provision for health insurance which has been a contentious and problematic issue in labor negotiations not only in Wisconsin but across the U.S. Table 5 below shows the employees' contributions for family coverage in the comparables as well as for Iowa County employees. The Employer (and Association) propose to continue to the practice of the Employer paying up to 105% of the least expensive health plan in the uniform state plan in this contract. The majority of employees in the comparables pay a significant amount, often 10%. In three of the comparables, similar contributions are made for single plans. Monthly premiums for fairly comprehensive family health insurance are approaching and in some cases exceeding \$1000 per month which is clearly of economic benefit to employees, particularly when the employer picks up a substantial portion of the costs. While Sauk, Green, and Columbia Counties pay significantly higher wages than Iowa County, employees also pay on average more than \$100 towards their family health insurance. The Undersigned calculates in Table 5 that the average costs of the family plan is nearly \$ 70 per month for employees in the comparables (excluding Iowa County) while it is paid entirely by the employer in lower paying Crawford and Iowa Counties. The Undersigned also calculates that for patrol officers on a 2080 hour year, this is the equivalent of about \$ .40 per hour and growing. While not necessarily making wages and benefits equivalent, this consideration at least gives some credence to the theory that the Association in its past bargains with the County had done reasonably well.

Table 5  
Monthly Health Insurance Premiums of Patrol Officers, 2001– 2003  
(Employee's share of the lowest cost family plan)

County	2001	2002	2003
Grant	\$105.80	\$112.58	\$127.64
Green	75.00	82.50	105.00
LaFayette	68.07	77.19	81.81
Richland2	24.45	27.38	0
Sauk	62.31	68.81	76.96
Columbia3	89.95	98.94	106.58
Crawford	0	0	0
Mean	60.80	66.77	71.14
\$ / hour*	\$ .35	\$ .39	\$ .41
Iowa Co	0	0	0

Source: Association Exhibits 12 A-D

\* based on 2080 hours/year (173.33 hours/month).

The parties have very briefly discussed the matter of the Association's proposal for bereavement leave. The Association has not indicated that there have been circumstances where a deputy has not had access to this benefit nor that the other county employees enjoy a different benefit. Other unit employees are "allowed" 3 days (1 day for cousins, aunts, etc.) which may be similar to this unit's provision of "up to" 3 days. There may exist evidence that other employees have received an average of X days off for the death of, say, mothers-in-law, while deputies receive on average less, though this has not been presented. By arbitral practice, status quo changes require support to be accepted.

The Undersigned has found that internal comparisons favor the County's offer. The pattern is clear. He is generally reluctant to disturb that pattern for all of the reasons cited by the Employer such as internal equity and morale, as well as the stability of the bargaining relations of the County with its several units. He would disturb it if clearly the award placed the Deputies substantially below deputies in the comparables. This is a tough call; there is clear evidence that they are behind though by the very nature of statistics, some will be below, and others above average. Wage settlements among the comparables in this bargain are between the parties' offers; acceptance of the County's offer will result in a modest, further drop (.8%). Acceptance of the Association's offer will significantly increase (nearly 4%) the deputies' wages viz the comparables. In a sense, this makes the County's offer somewhat more reasonable as discussed above. Acceptance of the County's offer will result in Iowa County Deputies having the same rank for Patrol Officers viz the comparables while acceptance of the Association's offer will increase it from 6th to 4th. Acceptance of the County's offer will result in further deterioration of Deputies' wages below the mean by another \$ .32, while acceptance of the Association's offer will cause a relative increase of \$ .55 so as to be close to the average. Consideration of "overall compensation" (f.) and particularly their health insurance benefit suggests that this would be a bit too much.

Award

Having carefully considered all of the evidence and argument of the Parties set forth above as well as the arbitral criteria provided under Section 111.70 Wisc. Stats., it is the decision of the Undersigned that:

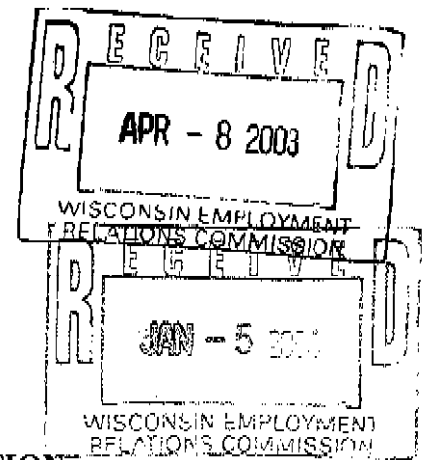
The final offer of the County is to be incorporated into its 2002-03 Collective Bargaining Agreement with the Iowa County Deputy Sheriff's Association.

Dated this 31st day of December, 2003 in Menomonie, WI.

Richard Tyson,  
Arbitrator



**FINAL OFFER  
OF  
IOWA COUNTY  
TO  
WPPA  
IOWA COUNTY DEPUTY SHERIFF'S ASSOCIATION**



Iowa County proposes that the 2002-2003 Collective Bargaining Agreement be modified to include the Tentative Agreements reached by the parties and, in addition, proposes the following wage schedules:

January 1, 2002 (2% ATB)

	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>24 Months</u>
Investigator	14.76	15.20	15.76	16.29
Patrol Officer	14.31	14.75	15.30	15.83
Dispatcher/Jailer	13.54	13.97	14.51	15.03
Secretary/Matron	11.50	11.97	12.52	13.02
Sergeants	14.76	15.20	15.76	16.29

October 1, 2002 (2% ATB)

	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>24 Months</u>
Investigator	15.06	15.50	16.08	16.62
Patrol Officer	14.60	15.04	15.61	16.15
Dispatcher/Jailer	13.81	14.25	14.80	15.33
Secretary/Matron	11.73	12.21	12.77	13.28
Sergeants	15.06	15.50	16.08	16.62

January 1, 2003 (3% ATB)

	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>24 Months</u>
Investigator	15.51	15.96	16.56	17.12
Patrol Officer	15.04	15.49	16.08	16.63
Dispatcher/Jailer	14.22	14.68	15.24	15.79
Secretary/Matron	12.08	12.58	13.15	13.68
Sergeants	15.51	15.96	16.56	17.12