In the Matter of the Final and Binding
Interest Arbitration of a Dispute Between

FLORENCE COUNTY

and

FLORENCE COUNTY DEPUTY SHERIFF'S ASSOCIATION, LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION, WISCONSIN PROFESSIONAL POLICE ASSOCIATION

Case 48
No. 65399
MIA-2703
Decision No. 31929-A

Arbitrator: James W. Engmann

Appearances:

Mr. Robert W. Burns, Davis & Kuelthau, S.C., Attorneys at Law, 318 South Washington Street, Suite 300, Green Bay, WI 54301, appearing on behalf of Florence County.

Mr. Robert E. West, Consultant, Wisconsin Professional Police Association/Law Enforcement Employee Relations Division, 340 Coyier Lane, Madison, WI 53713, appearing on behalf of the Florence County Deputy Sheriff's Association.

ARBITRATION AWARD

Florence County (County or Employer) is a municipal employer which maintains its offices at 501 Lake Street, Florence, WI. Florence County Deputy Sheriff's Association, Wisconsin Professional Police Association/Law Enforcement Employee Relations Division (Association or Union) is a labor organization which maintains its mailing address at 7560 Lone Pine Road, Eagle River, WI.

At all times material herein, the Association has been the exclusive collective bargaining representative for all regular full-time and regular part-time law enforcement employees with the power of arrest employed in the Sheriff's Department of Florence County, excluding the Sheriff and all supervisory, managerial, executive, confidential and clerical employees, with regard to wages, hours and conditions of employment.

The County and the Association have been party to a series of collective bargaining agreements, the last of which expired on December 31, 2005. The parties exchanged their initial proposals and bargained on matters to be included in the 2006-08 successor agreement. On December 16, 2005, the County filed a petition with the Wisconsin Employment Relations Commission (Commission) requesting the Commission to initiate arbitration pursuant to Sec. 111.77(3) of the Municipal Employment Relations Act (MERA).

An investigation was conducted by a member of the Commission's staff on January 27, 2006, which reflected that the parties were deadlocked in their negotiations. The parties submitted their final offers and stipulations on matters agreed upon, after which the Investigator notified the parties on November 6, 2006, that the investigation was closed. On November 14, 2006, the Commission certified that the conditions precedent to the initiation of arbitration as required by statute had been met and ordered the parties to select an arbitrator from a panel of arbitrators submitted by the Commission.

The parties selected the undersigned to serve as the impartial arbitrator in this matter and advised the Commission of its selection. On January 12, 2007, the Commission appointed the undersigned as arbitrator to issue a final and binding award, pursuant to sec. 111.77(4)(b) of MERA, to resolve said impasse by selecting either the total final offer of the Employer or the total final offer of the Union. Hearing was held on March 23, 2007, in Florence, WI, at which time the parties were afforded the opportunity to present evidence and make arguments as they wished. The hearing was not transcribed. The parties filed briefs and reply briefs, the last of which was received May 29, 2007, after which the record was closed. Full consideration has been given to all of the testimony, exhibits and arguments of the parties in issuing this Award.

FINAL OFFERS

County

> Article XIII – Wages. Effective January 1, 2006, adjust the wage schedule to reflect a three percent (3%) across the board increase. Effective January 1, 2007, adjust the wage schedule to reflect a two percent (2%) across the board increase, and on July 1, 2007 adjust the wage schedule to reflect a one percent (1.0%) across the board increase. Effective January 1, 2008, adjust the wage schedule to reflect a two percent (2.0%) across the board increase, and on July 1, 2008, adjust the wage schedule to reflect a one percent (1%) across the board increase.

Association: Modify the wage schedule under Article XIII – Wages, to read as follows:

> Section 13.01:
>
> > Effective January 1, 2006, the wage schedule shall be as follows:
> > DEPUTY (after 12 months probation) $16.66 per hour
> > PROBATIONARY DEPUTY (certified) $15.07 per hour
> > PROBATIONARY DEPUTY (non-certified) $13.47 per hour
>
> Section 13.02:
>
> > Effective January 1, 2007, the wage schedule shall be as follows:
> > DEPUTY (after 12 months probation) $16.99 per hour

PROBATIONARY DEPUTY (certified) $15.37 per hour
PROBATIONARY DEPUTY (non-certified) $13.74 per hour

Effective July 1, 2007, the wage schedule shall be as follows:
DEPUTY (after 12 months probation) $17.41 per hour
PROBATIONARY DEPUTY (certified) $15.77 per hour
PROBATIONARY DEPUTY (non-certified) $14.12 per hour

Section 13.03:

Effective January 1, 2008, the wage schedule shall be as follows:
DEPUTY (after 12 months probation) $17.76 per hour
PROBATIONARY DEPUTY (certified) $16.09 per hour
PROBATIONARY DEPUTY (non-certified) $14.40 per hour

Effective July 1, 2008, the wage schedule shall be as follows:
DEPUTY (after 12 months probation) $18.18 per hour
PROBATIONARY DEPUTY (certified) $16.49 per hour
PROBATIONARY DEPUTY (non-certified) $14.79 per hour

ARBITRAL CRITERIA

Section 111.77 MERA states in part:

(6) In reaching a decision the arbitrator shall give weight to the following factors:

g. 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 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, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

POSITIONS OF THE PARTIES

County on Brief

The County argues that its offer provides for internal consistency; that internal bargaining units have voluntarily agreed to the wage increases as proposed by the County to this unit; that arbitral precedent reveals the importance of internal comparability; that the internal settlement pattern should not be destroyed by means of an interest arbitration award; that internal settlements carry greater weight than external settlements; that the Association has not offered a quid pro quo for its salary structure change; that wage rates cannot be viewed in a vacuum; that the County's wage proposal is fair; that wage rates cannot stand alone; that benefits must be considered; that the circumstances of the County as a whole must be considered; and that its wage offer is closer to the consumer price index.

In addition, the County argues that its offer emerges as the most reasonable when measured against the statutory criteria; that its offer should be chosen based upon the following: that the Association has offered no viable reason to change the structure of the salary schedule that has been in place since before 1989; that the fact that the corrections and police supervisors do not calculate their work hours and overtime rates the same is not reason enough to make the change; that, furthermore, there has been no quid pro quo offered to support the change; that the internal comparables clearly support the County's proposal; that, although the Deputies are below the average when only wage rates of comparables are viewed, that relative position is not new; that, further, the arbitrator should take a broader perspective when determining which proposal is more reasonable; that benefits, time off and the comparable demands of the position all taken as a whole will reveal that the County's offer best serves the interests of the public; and that County Deputies are paid well above the income received by the tax-paying population in a county with difficult economic factors.

Association on Brief

The Association argues that this case is about catch-up; that Florence County Deputies are last within the agreed upon comparables; that they are losing ground in this last position; that under either offer, the Deputies will continue to be last; that under the Association offer they will not slip as badly; that the two-tiered hourly system is not supported by any of the comparables, either external or internal; that there be one rate; that arbitrators often provide catch-up where the employees are losing ground year after year, no matter the bottom they have already achieved; that this is the case here; that the Association's Final Offer starts to stop the decline; that it is a modest approach and clearly not excessive; that it comes at a time when the County has been able to stabilize insurance cost through a plan restructuring; that the Association agreed to implementation of the restructure at the earliest possible date to enable the fullest savings possible; that the Employer's proposal is lower than any since at least 1995; that the typical settlement in 2007 among the external comparables is 3%, which is one-half percent greater than that offered by the Employer; that these Deputies will continue to lose ground in relation to its comparables; and that the trend will only be stopped by the adoption of the Association's Final Offer.

In terms of the statutory criteria, the Association argues that the stipulations are significant as the Association has agreed to allow implementation of the restructured insurance plan to allow the savings to begin over a year ago; that it was with that in mind that the Association determined that this was a good year to achieve a small amount of catch-up; that the difference in overall cost is so slight as to make this a secondary criteria; that there can be no stronger case for the need for catch up; that the comparables overwhelmingly support the Association; and that the Employer's Final Offer does not reach the cost of living.

In conclusion, the Association argues that the matter before the arbitrator is a simple case of equity; that, generally, arbitrators are sympathetic to wage followers and not to wage leaders; that in this case, the unit is a bottom dweller that does not want to decline further; and that the history of this unit compared to the agreed upon comparables clearly suggests support for the Association position.

County on Reply Brief

The County argues that Association members saved money as a result of the insurance change; that when arguing compensation, the Association focuses solely on wages; that the lack of pertinent data quashes the Association's 'stop the decline' argument; that the County provided information relative to additional benefits deputies received in past bargains; that, on average, the county's wage increases have exceeded the CPI; that total compensation must be considered; that the Association is proposing removal of the two-tier system which has been in the contract for many, many years; and that the Association has offered nothing in exchange for its proposal nor any explanation as to what is "broken" that now needs "fixing".

Association on Reply Brief

The Association argues that the Employer has placed great reliance on internal comparables; that, it stops short of embracing the internal comparable proposal of the Association to provide one rate for overtime for deputies to replace the current dual rate system; that the Deputies are the only employees with this dual rate among the internal and external comparables; that with the County's strong view of internal comparability, its failure to agree to this Association proposal is an enormous inconsistency; that the extra lift proposed by the Association is modest indeed; that it changes no rankings; that the Employer attempts to muddy the water by adding other benefits; that the cost of the Association proposal is small; that the Association agreed to significant health insurance changes and agreed to let the County implement those changes immediately without waiting for the outcome of this proceeding; that it is not contested that the County will save significant money with these concessions; that the County can use a portion of those savings to begin the process of catching up the deputies' wages; and that there is not one scintilla of evidence in the record justifying the dual hourly rates or the Employer's rejection of the modest Association offer.

DISCUSSION

The struggle in this case is between catch-up and consistency. The Association argues long and hard that its unit members are the least paid among the comparables and that the gap between them and the next highest comparable, as well as the gap between them and the median of the comparables, is growing with each collective bargaining agreement. The County argues long and hard that it has established an internal settlement pattern which should not be disrupted by arbitration, lest it loses its ability to reach agreements with its other units and the members of those units become demoralized. As with all tough cases, and this one is really a close call, both sides are right to a great extent.

The record shows that in 2000, the County rate of pay for Deputies was $14.37 per hour[1] while the median rate for the comparables was $15.80, or $1.43 more than this unit's rate of pay. By 2005, the last settled contract, the County was paying its Deputies $15.88 while the median rate for the comparables was $19.20, $3.32 more than this unit is receiving. So in terms of the medium, these Deputies, who were already $1.43 below the median, fell an additional $1.89 behind the medium of the comparables in those five years.[2]

When comparing this bargaining unit with the second lowest paid wage rate among the comparables, the record shows that Forest County paid $14.97 in 2000, $ .60 above the

[1] All rates are per hour unless otherwise specified.

[2] One problem with an across-the-board percentage increase is that it widens the gap between employees at different pay rates. For example, if an $8 employee and a $10 employee both receive a 2% increase, the rates change to $8.16 and $10.20, and the $2 gap between them has now increased to $2.04; thus, even if the lowest paid employee group receives the same percentage increase as the comparables, it falls farther behind and will continue to do so. See Tables 1 and 2 below.

Florence County rate of $14.37. By 2005, Forest County, still the second lowest paid in the comparables, was paying $2.09 more than Florence County, so this unit fell an additional $1.49 over the five-year period; thus, not only is this unit falling behind the median of the comparables, it is falling behind its closest comparable, the second least paid of all of the comparables.

This pattern also holds true among the most comparable of the internal comparables: the Sergeants were paid $14.76, or 50 cents greater than a Deputy in 2000 but by 2005, that differential had become $2.32 per hour. So the Association is seeking some catch-up in order for the unit members to keep-up.

Table 1: Wage Rates for External Comparables

County	2004	2005	2006	2007
Forest	1/1: $17.07 7/1: $17.45 Ave: $17.26	$17.97	$18.15	Not Settled
Langlade	$18.44	$18.99	$19.56	$20.15
Marinette	$19.69	$20.28	$20.69	Not Settled
Oconto	$18.60	$19.16	$19.73	Not Settled
Oneida	$19.72	$20.31	$20.92	Not Settled
Vilas	$17.97	$18.51	$19.07	Not Settled
Average	$18.61	$19.20	$19.69	$20.15
Florence	$15.42	$15.88		
County Offer			$16.35	1/1: $16.67 7/1: $16.84
Association Offer			$16.66	1/1: $16.99 7/1: $17.41
Difference from Ave.	-$3.19	-$3.32		
County Offer			C: -3.33	1/1: -$3.48 7/1: -$3.31
Association Offer			A: -$3.03	1/1: -$3.16 7/1: -$2.74

The County bargains with six bargaining units with a total of 60 employees. Four bargaining units with 47 employees have accepted the offer the County makes to the Association in this case. In other words, 66.7% of the bargaining units and 78.3% of the unionized employees have accepted the County's offer in this matter, while 33.3% of the units and 21.7% of the employees are in arbitration. The County believes this qualifies as an binding internal settlement pattern.

Courthouse – 28 employees – settled;
Highway – 7 employees – arbitration;
Human Services – 7 employees – settled;
Corrections – 8 employees – settled;
Sheriff Supervisors – 4 employees – settled;
Sheriff Deputies – 6 employees – arbitration.

Thus, the first question to be answered is as follows: Does the County have an internal settlement pattern, considering that two of its six bargaining units and over 21% of its employees have not agreed to its wage proposal? This arbitrator has dealt with this question as follows:

> The City argues vehemently that this arbitrator should find for its final offer to increase wages by two percent each July 1, stating that the City's position with regard to wages is based on one basic arbitral principle. The City requests that the arbitrator not break the internal pattern of settlements because the Union failed to provide any evidence of a compelling reason to break the pattern. The City bases its argument regarding an internal pattern on the fact that three unions have settled for exactly what the City is offering the Union in this matter: two percent each July 1.
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> The City has ten bargaining units, so three units amount to 30 percent of the units. The number of members in these units vary, depending of whether you use the City's or the Union's numbers. In any case, the percentage ranges from 28.3 (Union) to 34.6 (City). Giving the benefit of the doubt to the City, that amounts to just a bit over one-third of the permanent employees. On the other side, seven units or 70 percent of the units and somewhere between 65.4 percent (City) and 71.7 percent (Union) of the employees have not settled.
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> When does a pattern take hold? Certainly, if a majority of an employer's bargaining units have settled at the same pay rate, that gives the employer a strong argument that a pattern has been established. If the majority of the employer's employees have settled at a certain wage increase, most would agree that certainly looks like it might be a pattern. When a majority of the employer's bargaining units incorporating a majority of the employer's employees agree to a wage proposal, that certainly sounds like a pattern.
>
> The City certainly wants to protect its relationship with the three units that

> have settled, as well it should; indeed, the policy behind supporting internal patterns is the preservation of employee morale and continued bargaining success, both of which I as an arbitrator want to support. But settling three units of ten comprised of 34.6 percent of the employer's employees doe not make a binding internal pattern that can now be enforced upon the seven bargaining units comprised of 71.7 percent of the City's employees. Therefore, the City's main argument fails.[3]

This is not a case where the employer has settled 30% of its units and 35% of its unionized employees and attempts to apply an internal settlement pattern to its largest unit which also has 35% of the employer's unionized employees. Here the County has settled at the same rate of pay with four out of its six bargaining units and over 78% of the unionized employees. So there is no doubt on this record that the County has established that it does indeed have an internal settlement pattern. Whether it is binding has yet to be resolved.

Table 2: Settlements for External Comparables

County	2004	2005	2006	2007
Forest	1/1: 2.25% 7/1: 2.25%	3.00%	1/1: 1.00% 7/1: 1.50%	Not Settled
Langlade	3.00%	3.00%	3.00%	3.00%
Marinette	3.00%	3.00%	2.00%	Not Settled
Oconto	3.00%	3.00%	3.00%	Not Settled
Oneida	3.00%	2.70%	3.00%	Not Settled
Vilas	3.00%	3.00%	3.00%	Not Settled
Average	cost: 3.06% lift: 3.25%	2.95%	cost: 2.63% lift: 2.75%	3.00%
Florence	3.00%	3.00%		
County Offer			3.00%	1/1: 2.00% 7/1: 1.00% cost: 2.50% lift: 3.00%
Associatio			4.91%	1/1: 2.00% 7/1: 2.50%

[3] *City of Madison*, Dec. No. 31217-A (Engmann, 9/23/05).

n Offer				cost: 3.25% lift: 4.50%

The County asserts it ranked number one in the State for costs per capita for public safety in 2001; that the 2004 per capita income in Florence County was $25,134, as compared to the state average of $32,166; and that Deputies in Florence County earned $33,677 in 2004, excluding overtime, almost $10,000 above that of the per capita income in Florence. Such a financial situation does not call for an added increase to the Deputies' wage rate, according to the County, especially as its offer provides for internal consistency.

As argued by the County, arbitrators believe that internal settlements have great impact:

> I think the County has an extremely strong (perhaps classic) case for the arbitrator to place controlling weight on the internal settlement pattern. The fact that four out of six organized units settled (and 5 of 7 county employee groups) with the exact same offer as being put forth here to this unit is extremely important.[4]

[4] *Pierce County*, Dec. No. 28187-A, (Friess, 4/95).

As the County also argues, arbitral precedent espouses the importance of internal comparability, going so far as to assert that of all the "other" criteria, the internal settlements traditionally carry the most weight.[5] Indeed, equity, fairness and employee morale require, to the greatest extent possible, that all employees perceive they are being treated the same as their colleagues.[6] Indeed, in many instances, the goal for an employer should be an internal settlement pattern.

> It is appropriate for the Employer to seek out consistency among its represented employees and indeed all its employees. Therefore, the internal comparables are an important consideration and they do favor the Employer.[7]

Once established, the internal settlement pattern should not be destroyed by means of an interest arbitration award.

> [T]he arbitrator believes that such a restructuring of the parties' relationship should result from voluntary collective bargaining and should not be imposed by an arbitrator. In the arbitrator's view, one of the "other factors" that an arbitrator normally takes into account in the determination of wages is the affect of his award on the parties' collective bargaining relationship. Arbitrators generally view the collective bargaining process not arbitration as

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[5] See *City of Wausau (Support/Technical),* Dec. No. 29533-A (Torosian, 11/16/99); and *Rio Community School District (Educational Support Team)*, Dec. No. 30092-A, (Torosian, 10/30/01.

[6] See *Winnebago County (Bridgetenders),* Dec. No. 26494-A (Vernon, 6/91); *City of Appleton (Maintenance Divisions)*, Dec. No. 30668-A (Torosian, 3/15/04); and *Marquette County (Highway)*, Dec. No. 31027-A, 2005 (Eich, 6/24/05).

[7] *City of Oshkosh (Library and Public Works)*, Dec. No. 28284-A (McAlpin, 11/2/95).

> the means by which fundamental changes in relationships should be achieved, so that arbitration will not become a substitute for bargaining.[8]

In fact, arbitrators should place great value on an internal settlement pattern when deciding an interest arbitration.

> The undersigned accepts the premise that internal patterns of settlements which are established by settlements which occur between the Employer and other bargaining units are among the most persuasive of the criteria to be considered in establishing which party's final offer should be established.[9]

In many instances, internal settlements carry greater weight than external settlements and that, indeed, they are the most valid comparison.

[8] *School District of Barron*, Dec. No. 16276 (Krinsky, 11/78).

[9] *Douglas County Health Department Employees*, Dec. No. 25966-A (Kerkman, 11/89).

> In municipalities that have a number of different bargaining units the internal pattern of settlements – if one exists – deserves a great deal of attention. This is well established and the reasons have been well expressed by Arbitrators across the state. A pattern of consistent increases agreed to by various bargaining units is a collective consensus of the appropriate influence all the various statutory criteria should have as a whole relative to the particular economic circumstances in any city. It really is a good yardstick for the proximate mix of all the factors as it subsumes all of them. As such, the internal pattern is more important than any single other criteria.[10]

And, finally, as the County argues, arbitrators should not let arbitration be used as a tool by which to break the consistency of wage settlements of other organized employees.

> In the opinion of the undersigned, disruption of the internal pattern of settlements through an arbitration award which grants a larger increase than that realized under the voluntary settlements would be inappropriate without evidence that there are significant, overriding considerations which justify such an increase.[11]

So the second question to be answered is: Are there significant and overriding considerations which justify deviating from the internal settlement pattern established on this record?

The Association does not dispute that a settlement pattern is present, and rightfully so; instead, the Association argues that the bargaining unit's significant need for catch-up overrides the presumption that an internal settlement pattern is controlling. But, as noted by the Association, proposals for catch-up are not easy to win in interest arbitration because some arbitrators have often adopted the "somebody must be last" view.[12]

But the Association also argues that arbitrators have often provided catch-up where the

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[10] *City of Appleton (Police Department)*, Dec. No. 25636-A (Vernon, 4/20/89).

[11] *Rock County*, Dec. No. 17729-B (Hutchison, 9/4/80).

[12] See Association Brief in Chief at page 8.

employees are losing ground year after year, no matter the bottom they have already achieved; indeed, one result of interest arbitration may be a leveling of salary and benefits to the mean among the various units, thus bringing wages of employees above the average down toward the average and those below up to the average.[13]

But there is a burden to proving a catch-up argument, especially where there is a strong internal settlement pattern.

[13] See *Belmont Schools*, Dec. No. 27200-A (Malamud, 10/92) and *Racine County (Deputy Sheriffs Association)*, Dec. No 27200-A (Malamud, 2/93).

> If a catch-up argument is to be convincing, it should have its analysis firmly rooted in some relevant historical wage rate analysis particularly if the internal pattern is to be broken. Traditional comparables are more relevant in this regard.[14]

But some arbitrators have gone so far as to say that internal comparables do not apply to protective service units.

> The City relies to a great extent on its internal pattern. This Arbitrator has found in a number of arbitrations that internal comparables generally are not directly comparable to police units with the possible exception of firefighters and, in this case, police supervisors. These units are involved in public safety and are often put at great personal risk in carrying out their assigned duties. This Arbitrator has often found that clerical units, court units, Department of Public Works units, etc. are not directly comparable to police units. . .The Arbitrator will, therefore, consider the police supervisors' settlement and the firefighters' settlement in determining the appropriateness of each offer.[15]

This is not a view universally held.

> On an issue such as the appropriate across the board wage increase which should be granted, internal comparisons (i.e., increases granted to other represented employees of the municipality) should, in the view of the undersigned, carry great weight, regardless of whether the bargaining unit consists of firefighting or law enforcement personnel (subject to the provision of Section 111.77 of the Wisconsin Statutes) or professional, blue collar, or white collar workers (subject to the provision of Section 111.70(cm)6, Wisconsin Statutes). Municipalities understandably strive for consistency and equity in treatment of employees.[16]

This is a long way of saying that this is a close case, a very close case. Although framed as wages, there are two issues in this case: what should be the amount of the wage rate increase and should the structure by which hourly and overtime rates are specified be

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[14] *City of Wausau*, Dec. No.31532-A (Vernon, 2/07).

[15] *City of West Bend*, Dec. No. 31003-A (McAlpin, 2/15/05).

[16] *City of Waukesha*, Dec. No. 21299 (Fleischli, 8/28/84).

condensed into one wage rate.

The formula for determining hourly and overtime rates, based on either a 2080 hour year or the hours actually scheduled per year, has been in place since at least 1989. There is nothing in the record that explains why this structure was developed. It is an anomaly. No other bargaining unit of the County has such a structure, including the Corrections unit and the Sheriff Supervisors unit. No external comparable has such a structure. This structure stands alone, with the policy behind it unknown as well, as least to this arbitrator.

The County argues extensively that the Association has provided no quid pro quo to change this long agreed upon salary structure. But this arbitrator questions whether a quid pro quo is necessary when the contract term is such an anomaly and its policy purpose is unclear; indeed, the burden may shift from the proponent of change providing a quid pro quo to remove the contract term from the collective bargaining agreement to the proponent of the status quo defending the contract term to continue its existence in the agreement.

Based upon salary alone, the continuing and ever growing gap between the rate of pay for these employees and their external comparables, especially the second last comparable, is a significant and overriding consideration which could justify deviation from the internal settlement pattern.

Table 3: Hourly Compensation – Total Package

County	Longevity	Insurance	Paid Days Off	Clothing	Total salary
Forest	$0.08	$9.17	$3.60	$0.21	$31.02
Langlade	$0.14	$6.77	$2.35	$0.25	$28.51
Marinette	$0.10	$6.15	$4.11	$0.21	$30.84
Oconto	$0.21	$4.54	$3.57	$0.27	$27.75
Oneida	$0.00	$7.64	$3.67	$0.18	$31.80
Vilas	$0.15	$7.01	$3.04	$0.22	$28.93
Average	$0.11	$6.88	$3.39	$0.22	$29.81
Florence	$0.00	$8.30	$3.60	$0.27	$28.37
Difference.	-$0.11	+$1.42	+$0.21	+$0.05	-$1.44

But while the County does agree that the Deputies wage rates are below the average, it argues, first, that the parties have voluntarily agreed to wage increases for a significant

period of time, and that, second, wage rates cannot stand alone.

The first argument will not win this arbitration on its own; however, the County argues that when the total package is considered, this unit is not in last place among the comparables. According to the County's figures, the average for the comparables of salary plus benefits is $28.94. This unit comes in at $28.37, sixth among the seven comparables, with Oconto the lowest at $27.75. See Table 3 above. When benefits are included in the calculations, when the total packages are reviewed, the Deputies are not the lowest compensated among the comparables.
The Association argues that this arbitration is about salary alone, and that the County's inclusion of arguments about total compensation is an attempt to cloudy the waters. I disagree. Whether employees choose to take their payment in salary, insurance benefits, paid days off, or whatever, the combination of these is their true wage rate. And when the total wage rate is reviewed, these employees, while a long way from being the cream of the top, are not totally the bottom dwellers that the Association described in terms of their wages alone.[17]

In view of the total compensation received by these employees, the gap between the their rate of compensation and the rate of compensation of their comparables is not such as to justify deviating from the strong internal settlement pattern evidenced in this record. It is a very close call, and a future arbitrator may rule differently, especially with more historical supporting data regarding total compensation, but for now the County's internal settlement pattern will control.

The parties offered other evidence and other arguments, all of which were reviewed and found wanting. For all the reasons stated above, based upon the foregoing discussion, the Arbitrator issues the following

AWARD

> That the final offer of the County shall be incorporated into the collective bargaining agreement between the parties for the 2006-08 term.

Dated at Madison, Wisconsin, this 27th day of July, 2007.

By _____
James W. Engmann, Arbitrator

[17] See Association Brief in Chief at page 12.