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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

BEFORE THE MUNICIPAL INTEREST ARBITRATOR

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In the Matter of the Petition :
of :
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ROCK COUNTY DEPUTY SHERIFF'S :
ASSOCIATION :
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For Final and Binding Arbitration : Case No. 189
Involving Law Enforcement : No. 34265
Personnel in the Employ of : MIA-952
: Decision No. 22594-A
:
ROCK COUNTY, WISCONSIN :
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APPEARANCES: Kelly, Haus & Katz, Attorneys at Law, by WILLIAM HAUS, appearing on behalf of the Association.

BRUCE K. PATTERSON, Consultant, appearing on behalf of the County.

ARBITRATION AWARD

Rock County, Wisconsin, hereinafter referred to as the County or Employer, and Rock County Deputy Sheriff's Association, hereinafter referred to as the Association or Union, were unable to voluntarily resolve certain issues in dispute in their negotiations on behalf of law enforcement personnel in the Sheriff's Department pursuant to a wage reopener contained in their 1984-1985 Collective Bargaining Agreement. On December 13, 1984, the Association filed a petition with the Wisconsin Employment Relations Commission (WERC) for the purpose of initiating municipal interest arbitration pursuant to the provisions of Section 111.77 of the Wisconsin Statutes. The WERC investigated the dispute and, upon determination that there was an impasse which could not be resolved through mediation, certified the matter to municipal interest arbitration pursuant to the provisions of Section 111.77(4)(b) of the Wisconsin Statutes, by order dated April 26, 1985. The parties selected the undersigned from a panel of municipal interest arbitrtors submitted to them by the WERC and the WERC issued an order dated June 4, 1985, appointing the undersigned as municipal interest arbitrator. An arbitration proceeding was held on August 20, 1985, at which time the parties presented their evidence. Post-hearing briefs and reply briefs were filed and exchanged by December 4, 1985. Full consideration has been given to the evidence and arguments presented in rendering the award herein.

ISSUES IN DISPUTE

The parties' final offers are limited to the wage rates to be paid for 1985 and disclose that there are three differences or issues in dispute. However, in their arguments, the parties treat the issues as being essentially one, i.e., the wage rates to be paid at the various steps in the salary schedule on the three different shifts worked by bargaining unit personnel.

The 1984 wage rates are set out in an appendix to the current agreement, a reproduction of which is attached hereto

and marked Appendix A. In its final offer, the County proposes a 1985 wage schedule (expressed in terms of the hourly rates only) which reflects a 3%, across the board increase in all wage rates. It does not propose to make any special adjustments in the step increases which are granted to deputies after one year, two years, four years, and nine years, nor does it propose to make any special adjustments in the premium paid for work on the second and third shifts, which currently stands at 1% and 2% respectively. A copy of the County's proposed hourly wage rates is attached hereto and marked Appendix B.

The Association proposes that there be three adjustments to the existing wage schedule consisting of a 5% increase across the board; an increase in the shift differentials for second and third shift to 1 1/2 and 2 1/2% respectively; and an increase in the rates paid deputies and court officers at Step E (after nine years) of an additional one-half percent. Like the County's proposed increases, the Association's proposed increases would be effective, retroactive to January 1, 1985. The hourly wage rates which would be generated under the Union's proposal are reflected in a County exhibit which is attached hereto and marked Appendix C.

The cost of the County's proposal, in wages alone, equal \$48,949, or 3%, according to a County exhibit. After the cost of increased retirement, FICA and insurance contributions are added, the cost of the County's offer would equal \$84,078, or an increase of 3.84%, according to that same exhibit.

The cost of the Association's proposed increases in wage rates alone would be \$89,261, or 5.47%. This represents an increase of 5% for the across the board increase; .17% for the increase in payments at Step E; and .3% for the increase in shift differentials. These figures, which are taken from County exhibits, are generally consistent with the Union's own estimate of the cost of its proposals in wages alone. In addition, the County's exhibits reflect that the "roll-up" costs for increases in retirement, FICA and insurance contributions, would cause the total cost of the Union's offer for wages and these items to equal \$134,528 or 6.15%.

There are approximately 66 full-time employees in the bargaining unit, most of whom are deputy sheriffs. In their evidence and arguments, both parties tended to focus on the wage rates paid to deputies, particularly for comparison purposes. Also, most of the evidence and arguments focus on the hourly rates paid to such employees. Where necessary, they converted bi-weekly, monthly or annual salaries into approximate hourly rates for comparison purposes.

ASSOCIATION POSITION

At the hearing, the Association focused its presentation on the history of bargaining in Rock County for 1985; the wage rates paid and increases granted to law enforcement personnel by Waukesha County, Jefferson County, Walworth County, City of Janesville and City of Beloit, for 1984 and 1985; increases in the cost of living as measured by the Consumer Price Index published by the Bureau of Labor Statistics; and percentage increases granted to law enforcement personnel by certain area municipal employers during 1983, 1984 and 1985.

In its brief, the Association also draws upon certain

comparative data provided by the Employer and found in a subsequent arbitration award involving a different, County bargaining unit, for making a number of its comparative arguments.

The Union notes that the County failed to obtain voluntary agreements for 1985 with any of the 11 collective bargaining units with which it bargains. In the case of the instant bargaining unit, the Union also points out that the Employer initially stated that any wage increase in excess of 2% would result in reductions in force equal to approximately one employee for each percentage increase above that figure. The Union nevertheless sought to reach agreement for a percentage increase in excess of 2%, leaving it to the Employer's discretion whether to attempt to reduce the work force if the ultimate agreement exceeded 2%. A tentative agreement was reached between the County and the Association representing attorneys, which included a 4% increase, and that agreement was initially ratified by the County Board. However, the County Board subsequently reconsidered its action on that agreement and attempted to rescind its prior ratification. The validity of that action is currently the subject of a prohibited practice proceeding before the WERC. At the time of the initial vote on the contract covering attorneys, the County Board delivered a tie vote on ratification of a proposed settlement¹ for this bargaining unit. As a result, the proposed settlement failed. Subsequently, the County Board acted to reject all other proposed settlements or tentative agreements which came before it and gave its bargaining representatives directions to make uniform offers of 3% increases to all 11 bargaining units. As of the date of the hearing herein, none of the bargaining units had settled their negotiations with the County and all bargaining units were at one stage or another in the statutory mediation/arbitration process, except for the bargaining unit of attorneys.

It is significant, according to the Union, that the proposed settlement with this bargaining unit provided for a 4%, across the board increase; an additional \$416 increase for all employees at Step E; a freeze for the starting rate for deputies at Step A; and an additional one-half percent shift differential for the second and third shifts. The total cost of this package in terms of wage rates alone was 4.6%, according to the Union. Contrary to the County's position, the Union contends that this history of negotiations is relevant for purposes of determining which final offer is the more reasonable under the circumstances.

While the Union focuses most of its arguments on the comparability criterion, it also makes arguments based upon the criteria dealing with increases in the cost of living, the interest and welfare of the public and its ability to pay, overall compensation and economic conditions in Rock County. First, the Association addresses the Employer's contentions with regard to the importance of internal comparables in this case.

¹ At times the Association characterizes this proposed settlement as a "tentative agreement," but the parties agreed at the hearing that the County's negotiating representatives never agreed to so characterize the proposed settlement, since it exceeded the limits on their negotiating authority.

Citing² a prior arbitration award issued by Arbitrator Jay Grenig, the Union notes that the importance attached to internal comparisons relates to the alleged adverse impact that subsequent awards would have on the collective bargaining process if established internal patterns of settlement are not given great weight or controlling weight. Here, the County's uniform offers of 3% increases to its various bargaining units have been uniformly rejected. The Unions representing its employees have submitted final offers ranging from 4% to 5.44% (sic). Reviewing the two contracts in place or arguably in place at the time its initial brief was filed, the Union notes that one was the result of an arbitration award issued by Arbitrator Grenig and the other was the voluntary settlement allegedly reached with the attorneys. Although Arbitrator Grenig selected the Employer's offer in the case of employees working in the Department of Public Works, a review of his rationale discloses that he favored the Union's 4.9% wage increase over the Employer's final offer of 3%, but selected the County's final offer for other reasons. When the 4% increase agreed to for the attorneys is considered in light of the substantial increases granted to that bargaining unit since 1977, that internal comparison actually supports the Association's position, it argues. Further, according to the Association, it is difficult to imagine that the County will be sustained in its position before the WERC in the prohibited practice proceeding.

Utilizing data found in a County exhibit, the Union argues that the relative progress enjoyed by deputy sheriffs in terms of wage increases since 1977, has been poor. It ranked tenth out of twelve in terms of overall percentage increase, with an overall increase of 54.2%, compared to an average percentage increase of 68.2%. According to the Union, the County is unfairly arguing that it should be "locked into an established pattern of settlement" when modest increases are the norm, without sharing in the larger increases that have been awarded from time to time. Because it has received "short changing" in recent years, the Association argues that it should be accorded a modest degree of "catch-up." The 3% increase offered is unreasonable, especially in light of the tentative agreement reached with the bargaining unit which has received the largest percentage increases during this same time period.

Turning to its arguments on external comparables, the Union draws upon the data contained in the award of Arbitrator Grenig dealing with public works employees and County exhibits. The percentage increases apparently granted employees in Brown, Outagamie, Sheboygan, Winnebago and Rock County reflect that the County's proposed 3% increase is further from the norm than is the Union's 5% increase, according to the Association. If all of the comparables included in the County's exhibits are considered, the Association argues that its proposed 5% increase is closer to the comparables in 7 out of 12 cases and the County's proposed increase of 3% is closer in only 5 out of 12 cases.

² Decision No. 20600-A, dated January 31, 1984.

The Association also draws comparisons to the City of Janesville and the City of Beloit. According to the Association, the wage rates for police officers in the City of Janesville are in some cases higher than those reflected in County exhibits, depending upon the work schedule of the employees in question. The agreement provides for increases in 1985 commensurate with the increase in the cost of living index for all cities-national during 1983 up to 4%, with additional increases possible of an additional 2%. Assuming a 4% increase was actually granted, as reflected in County exhibits, the wage rate for those employees working a five-day, eight-hour schedule in the City of Janesville would be significantly higher than those reflected in the County's exhibits. While the City of Beloit is currently involved in interest arbitration, police officers there will either receive a wage freeze or an increase equal to 3% in wages and 4% in "lift." However, the Association points out, Beloit, like Janesville, has dental insurance coverage. In fact, 8 of the 15 comparables relied upon by the County have dental insurance and 10 have longevity pay provisions, while Rock County has neither. While Rock County does have shift differentials, as do 9 of the County's comparables, 4 have all 3 of these items and an additional 4 have 2.

Based upon an Association exhibit showing wage increases granted during 1983 and 1984, as a percentage, the Union argues that it has received relatively low percentage increases during those years compared to Walworth County, Green County, Kenosha County, the City of Beloit, Jefferson County, and the City of Janesville.

The Union cites certain Consumer Price Index increases during 1982, 1983 and 1984 in support of its position. According to the Union, those increases reflect that the County's offer falls short of the 1984 cost of living increase and perpetuates the recent lag that has existed between cost of living increases and the wage increases gained by the Association. For calendar year 1984, the Association relies upon the index for all urban consumers which increased by 4.3% and the index for the City of Milwaukee, which increased by 3.6%.

The criterion dealing with the interests and welfare of the public and its ability to pay, is not implicated by the evidence and arguments presented, according to the Union. It argues that there is no evidence to establish that the County lacks the ability to pay or that it would have to cut services, borrow, or raise taxes if the Union's offer is implemented.

With regard to the criterion dealing with overall compensation, the Union acknowledges that bargaining unit employees currently receive a number of fringe benefits which will remain fixed by the terms of the agreement, which limit the current negotiations to a wage reopener. According to the Union, these benefits are in some areas better and in some areas worse than those afforded other employees. Specifically, it argues that the vacation benefit provided and the lack of dental insurance and longevity pay represent benefits which are worse than those afforded other, comparable groups. Finally, the Union argues that it is difficult to analyze this area in detail, based upon the limited information in the record.

Turning to the evidence concerning the state of the economy in Rock County, which was presented by the Employer, the Union argues that the County's presentation was, at best, incomplete. It notes that the County's presentation focused on the "negative" aspects of the County's economy, i.e., farms and other aspects of the agri business sector which account for approximately 21% of the work force. The County's expert who testified on the state of the farm economy suggested that other evidence would be provided concerning the balance of the County's economy, but none ever was. According to the Union, the County chose to focus on the gloomiest sector of the economy, because other sectors of the economy would not support its 3% offer. With regard to the County's claim that it can attract sufficient employees at existing wage levels, the Union points out that such analysis ignores the quality of applicants and their motivation. If the wage and benefit package developed over the years has created attractive career opportunities, that fact does not justify the dismantling or neglecting of those wages and benefits. Such action would be poor policy and contrary to the public's interest. Law enforcement is an important governmental function and the County should be interested in attracting the most qualified candidates possible, much as a college or university would do. The low turn over rate likewise does not suggest that an effort should be made to increase turn over. Much of the lack of turn over is undoubtedly attributable to the fact that it is the only sheriff's department in the County and does not have "significant competition." Also, there was no evidence presented to establish that a low turn over rate is either bad or unusual in a law enforcement agency.

In its reply brief the Association takes issue with the County's rationale for advancing a 3% wage increase on the grounds that such rationale merely seeks to minimize wage costs without regard to what is reasonable and relies unjustifiably on the economic plight of a segment of the public without showing a nexus between that economic plight and the wage rate paid deputy sheriffs. It also takes issue with the County's contention that it has acted "consistently" in offering 3% by pointing out that if said position is accepted, collective bargaining by multiple bargaining units could become pointless. Other arbitration awards involving the County have been issued since the briefs were filed, according to the Union, which also support its position. An award involving teaching employees employed by the County's Handicapped Children's Education Board reflects that the County's offer in that case was for a 7.08% increase and that the arbitrator selected the Association's final offer, which called for a 10.46% increase. An award issued by the undersigned involving public health nurses does not support the County's position, even though the County prevailed, because the arbitrator found that the Union's offer in that case was excessive, in that it would have generated compensation increases of approximately 28% during its two-year term.

Further evidence of the County's inconsistency, according to the Union, is a news account indicating that the Rock County Board had recommended that elected officials receive salary increases ranging from 5.3% to 7.3%. This news article, combined with the award involving the teachers, and the reluctance on the part of arbitrators who have

selected the County's offer in other cases, further undercuts the County's claim of a pattern of 3%. In fact, the pattern consists of a pattern of final offers which have been uniformly rejected and which have been subject to exceptions and no "pattern of settlements" has materialized beyond the point of "wishful thinking."

For these additional reasons, the Association asks that its offer be selected and that the County's offer be rejected.

COUNTY'S POSITION

In its brief, the County sets out its position in relation to each of the statutory criteria.

First, the County acknowledges that the statutory criterion dealing with its lawful authority is not in dispute since it obviously possesses the requisite authority to establish the wages reflected in the final offers.

While the Employer acknowledges that there are no stipulated items of agreement in this case, it points out that the current contract provisions will require that the County incur an increase in health insurance premiums in the amount of \$22,808, or slightly in excess of 1% of base compensation.

According to the County, the interest and welfare of the public would be served by the selection of the County's offer in this case and in the other cases pending. Basing its argument upon the expert testimony of Prof. L. Emil Kreider of Beloit College, it argues that the record establishes that there is a significant tax load placed on the residents of the County and that the farmer in particular, is suffering significant difficulties. Thus, the farming "public" would best be served if any wage increase or tax increase could be avoided.

Like the Union, the County devotes a considerable portion of its argument to the comparability criterion. It is the County's position that, while internal consistency is important where an employer deals with a large number of bargaining units, both the internal and external comparables support its position in this case. With respect to internal comparability, the County points out that its offer is consistent in the case of all non-union employees and in the case of all unionized employees with which it bargains. Pointing to one of its exhibits dealing with the historical relationship between the settlements with the various bargaining units in the County, the County argues that the evidence is fairly conclusive that an internally consistent pattern of wage settlements has occurred and that this bargaining unit ranks close to the top in wages enjoyed by all County units. The County exhibit reflecting benefits likewise supports the County's position that it has been internally consistent, even though this bargaining unit has received a somewhat more generous benefit package.

The County acknowledges that it does not have any voluntary settlements to support its position at this point in time, but argues that the decisions of numerous arbitrators support its position, nevertheless. Quoting extensively from the awards of several arbitrators, including the undersigned, the County contends that maintaining internal consistency is an important consideration for viable collective bargaining.

In the alternative, if the arbitrator finds that external comparables are important in this case, the County contends that the data contained in its exhibits with regard to settlements reached with other counties and municipalities support its position over that of the Union. Based upon the average longevity of a Rock County deputy, those exhibits demonstrate that deputies are far better off than they would be if they were employed by other employers, especially in the City of Beloit and the City of Janesville. Their wages outrank 11 of 13 counties analyzed and their rank would not be disturbed by the County's final offer.

On the other hand, the County argues, the wage rate reflected in the contracts offered into evidence at the hearing covering Jefferson, Walworth and Waukesha Counties and the Cities of Beloit and Janesville, are either irrelevant or supportive of the County's position. Waukesha County is not comparable, according to the Employer, because of its population and the urban influence of Milwaukee. It has never been relied upon for comparability purposes in the past as well.

The other data included in the Union exhibits relating to Dane County, Green County and Kenosha County, should likewise be disregarded, according to the Employer. Specifically, Dane County is not comparable due to its population and the location of state government within its boundaries and Kenosha is likewise tied to the influence of the Milwaukee metropolitan area.

The cost of living criterion supports the County, it argues, because the increase in the index for all urban consumers in small metro areas for calendar 1984 was exactly 3%, which is consistent with the County's offer. In addition, when the actual cost of living in Janesville is compared to the national average (represented by an index of 100) it is disclosed that Janesville has a cost of living which is significantly lower than average. For this purpose, the County relies upon the inter-city cost of living index published by the American Chamber of Commerce and the testimony of Prof. Kreider.

In terms of overall compensation, Rock County employees, in addition to having an excellent wage schedule, enjoy a comprehensive benefit package, according to the Employer. This generally uniform benefit package, which is reflected in County exhibits, includes a fully paid Employer health insurance plan and generous retirement program. The positive impact of the County's wage-benefit program is reflected in the stability of employment testified to by Prof. Kreider. The bargaining unit enjoys an extremely low turn over rate in comparison to national statistics regarding turn over and it is reasonable to conclude that County employment is viewed as highly desirable. Based upon these facts, it argues that a 3% increase is sufficient, if not more than necessary, to enable the County to recruit and retain employees possessing the requisite skills to work in this bargaining unit.

At the time of the filing of initial briefs, the County expressed the view that there had been no change in circumstances during the pendency of the arbitration proceeding which was of significance to the outcome.

With regard to "other factors" given consideration in arbitration proceedings, the County again points to the testimony and evidence concerning the plight of the farmers in Rock County. A review of that evidence discloses that the significant decline in farm prices and continued rise of costs have created conditions where farmers have reached the maximum tax load that they can bear. This tax burden and increasing tax delinquency has naturally led to an increase in mortgage foreclosures, since farmers are being forced to sell their crops and products at a loss. According to the County, it has given clear examples to justify its request that employees accept a 3% increase, which is significantly greater than increases being enjoyed on the farm or in industry.

According to the County, the Association's brief contains numerous inaccuracies and erroneous conclusions. Specifically, it makes the following arguments in that regard:

1. The use of the term "tentative agreement" in the Union's brief is a "glaring example" of misrepresentation. The County points out that the Association acknowledged at the hearing that the proposal which was taken back to the County Board was not a "tentative agreement," but rather constituted the Association's "bottom line" for a voluntary settlement. The County asks the arbitrator to disregard the Association's arguments in this regard and to reach the same conclusion that Arbitrator Grenig did that such evidence is of no probative value. To treat the County's action as an admission as to the reasonableness of the proposal taken back would have a negative impact on future negotiations.

2. With regard to the Association's claim that a voluntary settlement was reached with the attorney's association, the County argues that there is no such agreement for 1985 and the Association's argument is based upon speculation.

3. The Association has misstated the intended meaning of several County exhibits. The figures reflected in the exhibits in question are intended to portray the actual average salary in the various County bargaining units as of the last day of the year identified and are not intended to be representative of specific wages or negotiated increases in any given year. The purpose of the exhibits is to establish relative ranking and they do portray that the Union represents the third highest paid group. Another County exhibit reflects the actual increases granted through voluntary negotiations in any given year.

4. The Union has attempted to manipulate the percentage data concerning the attorney's bargaining unit by including large increases granted through an arbitration award for 1977 and 1978. If those two years are excluded increases enjoyed by the attorney's bargaining unit were lower, in percentage terms, than increases received by the Association. In fact, the Association enjoyed a larger schedule growth during that period than any other County unit.

5. The Association data concerning average salary rates is misleading because it ignores staff turn over and longevity and the number of employees in a unit. For example, the

attorney unit has only ten employees and the average unit salaries are subject to significant fluctuation. Also, the Association distorts the increases granted to deputy sheriffs by utilizing a 1977 average which was based on a bargaining unit which then included deputy sheriff supervisors.

6. With regard to external comparables, the Association fails to reflect that the County's final offer causes no diminishment in the County's high comparative status on the basis of wages and benefits. Of the counties selected for use by the Union from the Employer's exhibits, only Brown County pays more than Rock County and the counties closest in population pay significantly less.

7. Contrary to the Association's claim that there is a second, higher hourly rate for a limited number of police personnel in the City of Janesville, the agreement covering said employees makes no such distinction based upon the number of hours worked.

8. The Association inaccurately portrays the increases in 1983 and 1984 in Rock County. The Association received a 4% increase on July 1, 1983 and a 5% increase on January 1, 1984, not a total 7% increase as portrayed in a Union exhibit and again in its argument.

9. The Union again improperly states the increase in salary during 1983 and 1984 in its cost of living argument and erroneously utilizes average not annualized CPI growth. The County's more accurate statement of the CPI growth should be utilized for this reason.

Finally, with regard to the Association's alleged need for "catch-up," the County would ask: "to whom?" According to the County, when either party's comparables are used, the County's final offer maintains the relative rank of the Association with other law enforcement units.

For these reasons as well, the County asks that its final offer be selected.

DISCUSSION

Of the numerous arguments advanced by the parties, some are deemed to be unpersuasive and others are deemed to be inconclusive. In the ultimate analysis, the choice between the two final offers is particularly difficult because the County's offer would appear to be on the low side in relation to the arguments deemed persuasive and the Union's offer would appear to be on the high side in relation to those same arguments. Thus, the problem boils down to a determination as to which of the two final offers is furthest from what would have been an appropriate voluntary settlement of this dispute, in the view of the undersigned.

The Union's argument with regard to bargaining history is deemed to be largely irrelevant. Regardless of whether the proposed settlement is characterized as a "tentative agreement" or not, the fact remains that both parties, in their final offers, made proposals which have moved away from the terms of that proposed settlement. As a consequence, the focus of concern here must necessarily be on the reasonableness of the positions reflected in the final offers and not the reasonableness of the terms of that proposed settlement. If the Union had chosen to make the terms of the proposed settlement the terms of its final offer, then the relative reasonableness of the terms of the proposed settlement would be in issue and it would be necessary to give consideration to how much weight, if any, should attach to the fact that the Association ratified those terms and the

County did not.

The parties' respective arguments with regard to changes in the cost of living are deemed inconclusive. Depending upon how selective one is in terms of the index chosen for comparison purposes, the change in the cost of living during the most relevant period, i.e., the first year of the two-year agreement -- 1984, ranged from a low of 3% to a high of 4.3, according to the parties' own arguments. The most general index, that for "all urban consumers" in the United States, increased by 4%, according to the January 23, 1985 release of statistical data from the U.S. Department of Labor, Bureau of Labor Statistics. Thus, when this criterion is viewed in isolation, the County's across the board increase would appear to be approximately 1% on the low side and the Association's across the board increase would appear to be approximately 1% on the high side. As the Union points out, it is not uncommon for wage increases to outstrip the changes in the Consumer Price Index during periods of low inflation and lag behind during periods of high inflation. A review of some of the other settlement data suggests that this has occurred during 1985.³ Nevertheless, that same data suggests that the total wage increase sought by the Union may well exceed the cost of living to a greater extent than other, comparable settlements. While such data should prompt an inquiry as to whether there is justification for such a differential, such as a demonstrated need for "catch-up," the cost of living criterion itself is not deemed to be an important determinate of the appropriate outcome of this dispute.

An analysis of the data with regard to overall compensation leads to the same general conclusion. That evidence clearly demonstrates that the existing benefits enjoyed by the members of this bargaining unit are generally good and equal to or better than those enjoyed by other County bargaining units. The Union points out that a number of allegedly comparable bargaining units of law enforcement personnel also enjoy benefits such as dental insurance and longevity pay. However, none of the other County units enjoy such benefits, and internal comparisons are deemed important for such purposes. Furthermore, while the County may lack some benefits others have, the dollar value of existing benefits is quite competitive, according to the County's evidence. Based on these considerations, and because the agreement only provides for a wage reopener, the relative merit of the two offers is not greatly influenced by this criterion.

There can be no doubt about the validity of the Employer's evidence with regard to the economic plight of many farmers in the County. While it is true that said individuals represent only a portion of the County's population, they represent a significant segment of the overall County economy. The Union argues that there is no demonstrated nexus between wage increases for deputies and the plight of certain farmers in Rock County. While it is true that there is no direct nexus, salary increases granted to deputy sheriffs will contribute to the overall level of spending which must be financed, in part, through taxes on farm land. Thus, there is no denying that the level of salary increases granted to this bargaining unit will have some influence on overall County tax rates. On the other hand, the Union is correct in its contention that a low salary increase for deputy sheriffs will not have the effect of relieving the underlying conditions which have caused the economic plight of farmers. In summary, the undersigned believes that this argument is persuasive and should be given some consideration, but not controlling consideration, in the weighing of final offers in this case.

³ It also occurred in 1984 under this agreement when the Union received a 5% increase.

Turning to the parties' arguments with regard to comparisons, the undersigned finds that those arguments which relate to internal comparisons are largely unpersuasive, and those arguments which relate to external comparisons are much more persuasive.

While the undersigned can appreciate the County's concern, reflected in its uniform offer of 3% to other bargaining units, that it attempt to treat all employees relatively the same, especially in a year when it is seeking to hold down spending, it cannot be said that internal comparisons exist in this case for purposes of analysis under the comparability criterion. As the Employer acknowledges, it has achieved no voluntary settlements for 1985. Therefore, it cannot be said that a diverse outcome in this proceeding would disturb the collective bargaining process. Further, a review of the percentage increases granted to the various bargaining units over the years in the past reflects that the County has offered divergent increases to the different bargaining units (and employed delayed implementation dates), presumably to maintain some balance between internal equity and the maintenance of externally competitive wage rates.

Similarly, the Union arguments which are based on internal comparisons, which it otherwise eschews, are not deemed compelling. The agreement covering teachers employed by the County's Handicapped Children's Education Board was the result of arbitration and not a voluntary settlement. More importantly, the arbitrator in that case found external comparisons to be controlling for reasons which have no applicability in this proceeding. Likewise, there is no showing that the parties have ever relied upon the salary increases granted to elected officials as a guide to increases granted to bargaining unit members. In fact, the newspaper article relied upon by the Union reflects that those increases were granted based upon the belief that increases for elected officials had not kept pace with increases for other management employees and that it was inappropriate for elected officials to be earning less than their subordinate, department heads.

As is often the case, the parties are not in agreement as to the identity of the appropriate municipal employers for purposes of external comparisons. This is in part attributable to the fact that there probably is no one correct group for such purpose. Further, both parties, by their arguments, demonstrate a tendency to rely upon the comparisons which will provide the greatest support to their position. This is true in spite of the fact that, in their prior arbitration proceeding before Arbitrator Grenig, both parties relied upon a comparability grouping consisting of "nearby counties and cities" identified in the award as Dane County, Walworth County, Jefferson County, City of Janesville and City of Beloit. That particular grouping includes one county which is disproportionately larger (Dane) and distinguishable on other grounds and two counties which are approximately half the size of Rock County. Nevertheless, for reasons of proximity, and in the case of the two cities, inclusion within the County itself, that particular grouping has considerable virtue for comparison purposes, insofar as such comparisons are based upon labor market considerations. Comparisons to counties far removed from Rock County or closer to the Milwaukee metropolitan area, are much less relevant for such purpose, even though they may be closer in population in some cases.

For these reasons the undersigned believes that it is appropriate to focus somewhat on the above group, to the extent that data is available. Relevant comparisons include actual wage rates (and rank based upon those rates); percentage increases granted for 1985; and the relative effort or actual cost of the increases granted. Unfortunately, the data is not complete for the first two purposes and largely unavailable, except in the case of Rock County, for the latter purpose.

At the time of the hearing, the Union was unable to provide information concerning the percentage increase to be granted Dane County deputies for 1985. However, other information entered into the record indicates that Dane County settled with most of its bargaining units on the basis of across the board increases approximating 4%. Established wage rates for deputy sheriffs in Dane County in 1984 were lower than those in Rock County. Of the remaining four, only Walworth County had wage rate ranges for deputies which were higher than Rock County, based upon the number of years of service required to achieve those rates. While the Union argues that some City of Janesville police officers receive a higher hourly rate, the record establishes that the comparable group of shift employees received hourly wage rates in 1984 ranging from a low of \$9.10 per hour to a high of \$12.11 per hour after 15 years of employment. For 1985 Walworth County employees received an increase of approximately 1.5%. This was apparently accompanied by the establishment of an employer-paid dental insurance program. The percentage increases granted by Jefferson County and the City of Janesville were 4% each. Based upon the record in this proceeding, the rates in Beloit will either remain frozen (under the City's offer) or increase a total of 4% (based upon a split 2% and 2% increase).

Based upon the above data, and the fact that the rates paid Rock County deputies compare favorably with other counties located elsewhere in the State, a 4% increase would not be unreasonable. However, a 3% increase, such as that proposed by the Employer, would generate a range of rates for deputies which would equal or exceed Dane County (assuming a 4% increase), Jefferson County, and the City of Beloit (regardless of which offer is selected by the arbitrator). In Janesville, the rates would remain higher up through the fourteenth year of employment. Thus, it cannot be said that the Employer's 3% offer would have a significant impact upon the relative relationship between the existing rates for deputies in Rock County in relation to the rates in the other municipalities in question.

In its brief, the Association focuses upon the percentage increases granted by other counties in the State. While a number of those increases were 4% or in excess of 4%, only one, Brown County, exceeded 5%. Here the Union's proposal is for 5% plus additional modifications in the schedule which are worth approximately one-half percent more. According to the County's data, the wage rate ranges in those same counties and the other counties listed in the Employer's exhibits are generally lower than those paid by Rock County. Thus, in answer to the question raised in connection with the cost of living argument above, there would appear to be no justification based upon "catch-up" to support the Union's request for an increase in wages alone of 5.47%.

While there is no data with regard to the cost impact of the increases granted by the other employers in question,

it is important to note that the County's offer in this case will have a cost impact of 3.84%, whereas, the Union's offer would have a cost impact of 6.15%. The cost of the Employer's proposal more nearly approximates the current rate of inflation than does the cost of the Union's proposal. The bargaining unit has been held harmless from any increase in the cost of covered medical care and yet the cost of the Union's proposal would be a full 2% or more in excess of the increase in the cost of living, as measured by various CPI figures.

The decision in this case would be much easier if the County's proposal was approximately 1% higher or if the Union's proposal was approximately 1% lower. Both final offers are within the "ball park" of settlements. However, the undersigned is compelled to the conclusion that the Union's final offer is a little bit further out in "left field" than the Employer's is in "right field." Helping to tip the balance as well is the fact that the existing rates and the rates which would be established under a 3% increase are competitive and compare favorably within the same labor market and around the State; the fact that a wage increase of 5.47% for deputies for 1985 is somewhat of a rarity; and the fact that this increase is being sought in a year when the County is making a concerted effort to hold down its labor costs, across the board.

For the above and foregoing reasons the undersigned concludes that, as between the two final offers, the County's position is the more reasonable under the statutory criteria and enters the following

AWARD

The County's final offer is selected. The parties shall include the County's proposed wage schedule for 1985 in their 1984-85 Collective Bargaining Agreement and it shall be implemented, retroactively, to January 1, 1985.

Dated at Madison, Wisconsin this 22nd day of January, 1986.



George R. Fleischli
Arbitrator

APPENDIX "A"

1984 WAGE APPENDIX

1/1/84

<u>CLASSIFICATION</u>	<u>1st</u>	<u>2nd (1%)</u>	<u>3rd Mid (2%)</u>
Detectives	27,510.87 1058.11 13.3012	27,785.96 1068.69 13,4343	28,061.25 1079.28 13.5673
Non-Ranking Deputies & Court Officers	A 19,099.10 734.58 9.2342	19,290.00 741.92 9.3265	19,480.90 749.27 9.4188
	B 20,145.24 774.82 9.7400	20,346.90 782.57 9.8375	20,548.15 790.31 9.9348
	C 21,959.97 844.61 10.6174	22,179.42 853.05 10.7235	22,399.28 861.51 10.8298
	D 24,393.74 938.22 11.7941	24,637.59 947.60 11.9120	24,881.86 957.00 12.0301
	E 24,927.77 958.76 12.0523	25,177.21 968.35 12.1729	25,426.23 977.93 12.2933
<u>Special Investigators</u>	<u>Hourly</u>	<u>Bi-Weekly</u>	<u>Annual</u>
Thomas Box	11.4112	912.90	23,826.59
Daniel Budnick	10.8732	869.86	22,703.24

APPENDIX "B"
 COUNTY'S PROPOSED
1985 WAGE APPENDIX

1/1/85

<u>CLASSIFICATION</u>		<u>1st</u>	<u>2nd (1%)</u>	<u>3rd Mid (2%)</u>
Detectives		13.7002	13.8372	13.9742
Non-Ranking Deputies & Court Officers	A	9.5112	9.6063	9.7014
	B	10.0322	10.1325	10.2328
	C	10.9359	11.0453	11.1546
	D	12.1479	12.2694	12.3909
	E	12.4139	12.5380	12.6622
<u>Special Investigators</u>		<u>Hourly</u>		
Thomas Box		11.7535		
Daniel Budnick		11.1994		

APPENDIX "C"

UNION'S PROPOSED
 1985 WAGE APPENDIX

		<u>1st</u>	<u>2nd(1.5%)</u>	<u>3rd(2.5%)</u>
Detectives		13.9663	14.1758	14.3155
Non-Ranking Deputies & Court Officers	A	9.6959	9.8413	9.9383
	B	10.2270	10.3804	10.4827
	C	11.1483	11.3155	11.4270
	D	12.3838	12.5696	12.6934
	E	12.7152	12.9059	13.0331
<u>SPECIAL INVESTIGATORS</u>				
Thomas Box		11.9818		
Daniel Budnick		11.4169		