In the Matter of the Petition of Forest County Courthouse Employees Association -WPPA/LEER to Initiate Arbitration Between said Petitioner

-and- [Dec. No. 29459]

Forest County

Appearances: Gordon McQuillen, attorney-at-law, for the Association
Dean R. Dietrich, attorney-at-law, for the Employer

Forest County Courthouse Employees Association - WPPA/LEER, hereinafter referred to as the Association, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, wherein it alleged that an impasse existed between it and Forest County, hereinafter referred to as the Employer, in their collective bargaining. It requested the Commission to initiate arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. The Commission found that the Association is a labor organization and has been the exclusive collective bargaining representative of certain employees of the Employer. It determined that the parties were deadlocked in their negotiations and had submitted their final offers. The Commission found that the parties have not established mutually agreed upon procedures for the final resolution of disputes arising in collective bargaining. It concluded that the parties had substantially complied with the procedures set forth in the Municipal Employment Relations Act required prior to the initiation of arbitration and that an impasse within the meaning of the Municipal Employment Relations Act existed between the parties with respect to negotiations leading toward a new collective bargaining agreement.

The Commission certified that conditions precedent to the initiation of arbitration required by the Municipal Employment Relations Act had been met with respect to negotiations between the parties over wages, hours and conditions of employment and it ordered that arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse existing between the parties. It directed the parties to select an arbitrator from the panel of arbitrators submitted to them.

The parties advised the Commission that they had selected Zel S. Rice II as the arbitrator. The Commission ordered that Zel S. Rice II be appointed as the arbitrator to issue the final and binding award pursuant to sec. 111.70(4)(cm)6 and 7 of the Municipal Employment Relations Act to resolve the impasse by selecting either the total final offer of the Association or the total final offer of the Employer.

The sole dispute in this proceeding is the amount of wage adjustments to be granted to the employee's represented by the Association for 1998 and 1999. The Association's final offer, attached hereto and marked "Exhibit A", proposed that the Deputy Treasurer, the Deputy County Clerk and the Deputy Clerk of Court receive $.13 per hour wage adjustments plus a 1.5% across the board increase on

January 1, 1998 and July 1, 1998. It proposed that on January 1, 1999 and July 1, 1999 those employees receive a $.13 per hour wage adjustment plus a 2% across the board increase. The Association proposed that the Register in Probate receive a wage adjustment of $.13 per hour on January 1, 1998 and another one on July 1, 1998. The position would also be given a 1.5% across the board increase on each of those dates. On January 1, 1999 and July 1, 1999 the proposal would provide a wage adjustment of $.13 per hour on each of those dates plus another 2% increase across the board. The Association proposed that the Clerk /Steno Nurse, Clerk /Steno UW-Extension, Clerk/Steno District Attorney, Clerk/Steno Child Support, and Clerk/Steno Forestry receive an $.08 per hour wage adjustment on January 1, 1998, July 1, 1998, January 1, 1999 and July 1, 1999. Those positions would also receive a 1.5% across the board increase on January 1, 1998 and July 1, 1998 and a 2% across the board increase on January 1, 1999 and July 1, 1999. The Association proposed that the Terminal Operator (Clerk of Court) would receive an $.11 per hour wage adjustment on January 1, 1998, July 1, 1998, January 1, 1999 and July 1, 1999. That position would also receive a 1.5% across the board increase on January 1, 1998 and July 1, 1998 and a 2% increase across the board on January 1, 1999 and July 1, 1999. The Terminal Operator (Social Services) would receive a $.16 per hour wage adjustment on January 1, 1998, July 1, 1998, January 1, 1999 and July 1, 1999. The position would also receive an across the board increase of 1.5% on January 1, 1998 another one on July 1, 1998. On January 1, 1999 they would receive a 2% across the board increase and on July 1, 1999 they would receive another 2% across the board increase. The Terminal Operator (Child Support) would receive a $.12 per hour wage adjustment on January 1, 1998, July 1, 1998, January 1, 1999 and July 1, 1999. That position would also receive a 1.5% across the board increase on January 1, 1998 and July 1, 1998 and a 2% across the board increase on January 1, 1999 and July 1, 1999. The Clerk Bookkeeper would receive a $.16 per hour wage adjustment on January 1, 1998, July 1, 1998, January 1, 1999 and July 1, 1999. That position would also receive a 1.5% increase on January 1, 1998 and July 1, 1998 and a 2% across the board increase on January 1, 1999 and July 1, 1999. The Account Clerk position would receive the same wage adjustments and the same across the board increases proposed for the Clerk Bookkeeper. The Association proposes that the Building Maintenance Engineer receive a $.06 per hour wage adjustment on January 1, 1998, July 1, 1998, January 1, 1999 and July 1, 1999. That position would also receive a 1.5% increase across the board on January 1, 1998 and July 1, 1998 and a 2% across the board increase on January 1, 1999 and July 1, 1999. The Association proposes that the Judicial Assistant receive a $.05 per hour wage adjustment on January 1, 1998, July 1, 1998, January 1, 1999 and July 1, 1999. The position would also receive a 1.5% across the board increase on January 1, 1998 and July 1, 1998 and a 2% across the board increase on January 1, 1999 and July 1, 1999. The Association proposes that the Social Services (Clerk III) receive $.14 per hour wage adjustment on January 1, 1998, July 1, 1998, January 1, 1999 and July 1, 1999. The position would also receive a 1.5% across the board increase on January 1, 1998 and July 1, 1998 and a 2% increase on January 1, 1999 and July 1, 1999. The Social Services (Administrative Assistant) would receive a $.13 per hour wage adjustment on January 1, 1998, July 1, 1998, January 1, 1999 and July 1, 1999. The position would also receive a 1.5% across the board increase on January 1, 1998 and July 1, 1998 and a 2% increase on January 1, 1999 and July 1, 1999. The Social Services (Economic Support Worker) would receive a $.18 per hour wage adjustment on January 1, 1998, July 1, 1998, January 1, 1999 and July 1, 1999 plus a 1.5% across the board increase on January 1, 1998 and July 1, 1998 and a 2% increase on January 1, 1999 and July 1, 1999. The Social Services (Economic Support Lead Worker) would receive a wage adjustment of

$.18 per hour on January 1, 1998, July 1, 1998, January 1, 1999 and July 1, 1999. That position would also receive an increase of 1.5% across the board on January 1, 1998 and July 1, 1998 and a 2% across the board increase on January 1, 1999 and July 1, 1999. The Association proposes that the Zoning Technician receive a $.16 per hour wage adjustment on January 1, 1998, July 1, 1998, January 1, 1999 and July 1, 1999 plus a 1.5% across the board increase on January 1, 1998 and July 1, 1998 and a 2% increase on January 1, 1999 and July 1, 1999.

The Employer 's final offer, attached hereto and marked "Exhibit B", proposes a 3% increase across the board on January 1, 1998 and a 2% increase across the board on January 1, 1999 and July 1, 1999.

The Association is proposing a re-classification of all of the positions in the courthouse by raising the level of the wage for each position over a period of two years. In addition they would propose a 1.5% across the board increase on January 1, 1998 and July 1, 1998 and a 2% across the board increase on January 1, 1999 and July 1, 1999. The Employer proposal does not have any proposal with respect to re-classification but gives a 3% increase on January 1, 1998 and a 2% increase on January 1, 1999 and another 2% increase on July 1, 1999. The primary difference between the two proposals is the Association's proposal to re-classify each and every position in the courthouse by giving wage adjustments on January 1, 1998, July 1, 1998, January 1, 1999 and July 1, 1999. The Employer does not propose any wage adjustments that would re-classify any of the positions but it does propose a 3% across the board wage increase on January 1, 1998 and a 2% increase on January 1, 1999 and July 1, 1999. Its across the board wage proposal is slightly better than that of the Union because it gives the full 3% increase on January 1, 1998 while the Association's proposal gives an across the board wage increase of 1.5% on January 1, 1998 and another 1.5% on July 1, 1998. Both parties propose the same across the board wage increases for 1999.

COMPARABLE GROUPS

The Union proposes a comparable group, hereinafter referred as Comparable Group A, consisting of Marinette County, Oneida County, Oconto County, Langlade County, Vilas County and Florence County. All of the counties in Comparable Group A are adjacent to the Employer. The populations of those counties range from a low of 4,945 in Florence County to a high of 42,104 in Marinette County. The Employer has the second lowest population in Comparable Group A with 9,121 residents. The next smallest populated county in Comparable Group A is Vilas County which has a population of 19,232. Comparable Group A has been used in all of the prior arbitrations between the Employer and the various unions representing its employees. The Employer proposes a Comparable Group consisting of Florence County, Langlade County, Marinette County, Oconto County, Oneida County, Price County, Rusk County, Taylor County and Vilas County, hereinafter referred to Comparable Group B.

Price County, Taylor County, Rusk County and Oconto County are not adjacent to the Employer

but all of the other counties in Comparable Group B are. Oconto County has a population of 31,747, Price County has a population of 15,997, Rusk County has a population of 15,226 and Taylor County has a population of 19,140. Those four counties have larger populations than the Employer but they all fall within the same population range of Comparable Group A.

The arbitrator chooses to consider Comparable Group A as the primary comparable group to consider when making comparisons. There have been two interest arbitration cases involving the parties and in both of those cases, the arbitrator used Comparable Group A as the one to be considered. It is true that there are wide ranges in the population and economic situations between the various employers in Comparable Group A. However, the geographic locations and the fact that all of the parties in Comparable Group A are adjacent to the Employer, places them all in the same general marketing area. Under the circumstances, the arbitrator finds Comparable Group A to be more appropriate than Comparable Group B for comparison purposes with respect to wages. The Employer argues for Comparable Group B because it includes four other counties that are not adjacent to the Employer but are similar in size to the other counties in Comparable Group A and there is some similarity in their economies. That argument has merit but the fact that in the last two arbitrations involving these same parties, the arbitrator utilized Comparable Group A establishes a historical precedent that can only be overcome by evidence that it is wrong. The record in this matter contains no evidence or rationale that would justify a change. Accordingly, the arbitrator is convinced that Comparable Group A is the most appropriate comparison group.

The Employer points out that Sec. 111.70(4)(cm)7 provides that the arbitrator shall give the greatest weight to any state law or directive that places limitations on expenditures that may be made by a municipal employer. Sec. 66.77(2) states that the ability of counties to raise taxes to pay for increases wages, fringe benefits and other costs is limited since the tax rate is frozen at 1992 levels. The Employer points out that the Association is asking for a very expensive 16.23% wage lift within the two-year period. The Association's proposal would cost an additional $69,868.55 for 30 employees over the two year period. The proposal of the Employer would cost it $43,434.49 more over the same period. It contends that the Employer cannot fund such an enormous wage increase in a matter of a couple of year without having a negative effect on services provided by the Employer. It points out that the Employer has the smallest equalized value next to Florence County in Comparable Group A and 12% of the Employer's equalized value is forest land. Nearly 80% of its land is non-taxable. The Employer argues that because of the limited growth and the equalized value of its property, it would have no option but to reduce programs and services if the arbitrator selected the Association's final offer. It points out that it is already taking $585,044.00 from its reserve funds to meets its annual budget requirement for 1999. The Union takes the position that the Employer has not raised the argument that it does not have the authority to lawfully meet the Association's final offer. It points out that neither the Employer's exhibits nor testimony provided any evidence that any legal deficiencies exist.

Despite the fact that the Employer has not alleged an inability to pay, it is clear to the arbitrator that the "greatest weight factor" must be considered in the final offer selection process in these proceedings. Here the Association's total package final offer is $61,110 above the Employer's total package final offer. The extra $61,110 required by the Association's final offer is nearly 4% of the Employer's entire budget

for 1999 and 7.6% of the total wage and benefit costs for the entire bargaining unit in 1997. The Employer is not experiencing sufficient growth to fund the Association's proposal in a short two-year period. The Association's final offer is very expensive and the arbitrator must reject it under the "greatest weight fact" and find that this criteria supports selection of the Employer's final offer.

The Employer argues that Sec. 111.70(4)(cm)(7g) states that an arbitrator must give "greater weight" to economic conditions in the jurisdiction of the municipal employer when selecting between the parties' final offers. It is a small forested county located in the north woods and is far from being a flourishing or growing community. The Employer's population has shown only a modest increase in the last 15 years and four of its municipalities or townships had a decline in population during the 1980s. The Department of Workforce Development has estimated that four of the Employer's municipalities or townships will have a decline in population during the 1990s. A large percentage of the Employer's population consists of elderly citizens over 65 years of age and more than 105 of them live in poverty. The Employer has very little manufacturing industry and its service producing market has declined in the 1990s. Nearly half of the Employer's housing units are seasonal with a median value of $38,400. The people who own those units do not live in the county year round and results in a below the norm money flow for the Employer. 21.5% of the Employer's total population lives in poverty. All of the counties in Comparable Group A except Florence range from twice to more than six times higher in valuation than the Employer. Its median house value is well below the median value in all of the other counties in Comparable Group A and the median rent is much lower. The low property values of the Employer do not generate the level of taxes that are generated by the other counties in Comparable Group A. Its per capita income is lower than that of any other county in Comparable Group A as is its median household income. The Employer has the highest percentage of people living in poverty of any county in Comparable Group A. The Employer's residents have an average adjusted gross income of $2,500 per year less than the next lowest average adjusted gross income in Comparable Group A. The state of the Employer's economy is bleak. The overall economic conditions, including high poverty level, low educational level, higher than average unemployment, lower than average income and housing values all point to the fact that local economic conditions of the Employer are substantially lower than that of the other counties in Comparable Group A.

The Union does not offer any evidence to rebut the Employer's claim of inferior economic conditions compared to other counties in Comparable Group A. It bases its position that the Employer should provide an increase well above the average given by other counties in Comparable Group A by the fact that at no time during the course of bargaining, mediation or at the hearing did the Employer allege that it did not have the economic resources to fund the Association's final offer. The economic conditions of the Employer are far from robust and compare unfavorably with all of the other counties in Comparable Group A. It is clear to the arbitrator that the relative economic conditions of the Employer necessitate significant weight being placed on the fact that its local economic conditions are inferior to that of any other county in Comparable Group A.

The Employer's internal settlements indicate that it has maintained a comparable settlement pattern with all of its employees since 1995. The highway unit has settled for the exact same wage increase as the Employer offers for the Association in its final offer. The sheriff's department union is in

interest arbitration over numerous issues including health insurance contribution and the Employer is seeking to maintain internal consistency among its employees.

The Employer's proposal is consistent with the voluntary settlement it has reached with the highway employees. Over a period of time, the Employer has developed a practice of providing similar percentage increases to all of its employees. There is no evidence that any outrageous pattern has developed as a result of those settlements. When collective bargaining has developed a pattern of increase over a substantial period of time, an Ad Hoc arbitrator is reluctant to award an increase that would disrupt the relationships that have been worked out between the Employer and its employees as a result of many long and tedious hours of bargaining. There is no evidence indicating that there has been a substantial change in conditions for this bargaining unit that would justify an increase for it substantially larger than the percentage increase given to the Employer's other employees. Failure to honor an existing pattern undercuts voluntary collective bargaining and tells other units that they should have sought their changes in arbitration rather than settling on terms that, while less than ideal, were consistent with other internal settlements. The internal pattern should be favored since it is more likely to realistically reflect the outcome of successful negotiations. The Association's final offer does not maintain internal consistency. Employees in the highway unit have not received higher percentage increases or ranked any better than the courthouse employees. They have received the same increases as the courthouse unit since 1995. Adoption of the Association's final offer would result in a wage increase for the Association 9% greater than the increase voluntarily agreed to by the highway unit. The Employer's final offer is more reasonable and more in line with the current internal settlement. Accordingly, the arbitrator selects the Employer's final offer to establish and maintain consistency.

The Union argues that the interest and welfare of the public will best be served by an award in favor of the Association. It contends that its final offer would better serve the Employer's citizens by recognizing the need to maintain the morale and well being of its courthouse personnel and thereby retaining the most qualified employees. The Association points out that the 1997 hourly wage rates for the Employer's employees within the various classification range from $.40 to a maximum of $.85 per hour lower than the average hourly rates of Comparable Group A. The Association asserts that simple across the board increases cannot appropriately address the individual classification concerns. It argues that not one iota of evidence provided by the Employer support the disparity in wage rates paid to its employees compared to the other counties in Comparable Group A. It contends that working under substandard wage conditions frustrates the labor-management relationship and suggests that service in the interest and welfare of the public will be affected. The Association argues that the average wage of bargaining unit employees was $1.01 per hour lower than the average wage in Comparable Group A. Its proposal would reduce the differential to $.76 per hour in 1998 and $.46 per hour in 1999 and would reduce the difference in wage rates for the Employer's employees and the average wage for the employees in Comparable Group A by 50% over the two years.

Sec. 111.70(4)(cm)(7rf) requires arbitrators to consider comparisons with other employees in private employment in the same and comparable communities. The Association argues that the courthouse employees are being under paid, but the fact is they are compensated quite fairly as compared to their counterparts in the private sector. In addition they receive more generous benefits than many employees in the county. The evidence indicates that courthouse employees are paid well above the private sector

and are paid anywhere from $1.00 per hour to $2.00 per hour more than the municipal employees in the City of Crandon and the Crandon School District. The 1997 wage survey covering the counties of Forest, Langlade, Lincoln, Oneida and Vilas show that the average wage in these counties for clerical employees is around $9.00 per hour. The lowest wage in the Employer's courthouse unit in 1997 was $9.00 per hour. The Employer's courthouse employees have been receiving above average wages in the county and they also receive more generous benefits than employees in the private sector. For example, the Employer pays more than 95% of the single or family plan health insurance premium while Bemis Industries pays 85% of the premium, Novak Trucking pays 50% and Nu-Roc Community Health Center pays only 75%. The retirement benefits provided to employees in the private sector are not close in comparison with the Wisconsin Retirement System benefits that the courthouse employees receive. For example, Bemis Industries makes only a 3% contribution, Nicolet Hardwoods only matches up to 6% and the Nu-Rock Community Health Center contributes a very low percentage based on what the employee contributes. Forest Sawmill does not have any type of retirement plan for its employees. The 11.6% that the Employer pays for the courthouse employees to the Wisconsin Retirement System and the generous health insurance benefits that they receive must be considered when determining the employees total compensation.

The Employer's courthouse employees do not receive as high a wage rate as in some of the surrounding counties performing similar work. They have historically received lower wages due to the economic conditions of the Employer. However, their wages do not appear to be a primary driving force for the employees because this unit has experienced a low turnover. In 1996 and 1997 the Employer had no employees depart and in 1998 only one employee in the courthouse unit left employment there. A majority of the employees in the bargaining unit have been employed by the Employer for many years. Seven of the 31 employees have been employed for more than 20 years. This suggests that the overall compensation package of the Employer has been high enough to attract and retain courthouse employees.

The Employer's final offer provides for a 3% wage increase for 1998, a 2% on January 1, 1999 and a 2% increase on July 1, 1999 for a total lift of 7% over the two-year contact term. The Association's final offer includes wage increases anywhere from a minimum of 3% to 6.61% in 1998 and increases from 4% to 7.4% in 1999 with a total wage lift over the two-year period ranging from 7% to 14%. The Employer's final offer is in line with or even above the other external settlements in Comparable Group A. The average settlement in Comparable Group A is around 3% to 3.5% in 1998 and 1999.

The Association believes that it is necessary for the employees in this bargaining unit to catch up with wages paid to similar employees in Comparable Group A. The burden is upon the Association to show to that circumstances require that this be done. If, for example, the relative position of these employees when compared to others in Comparable Group A has fallen over the years, a catch up might be warranted. It is true that the maximum wages paid to employees by the Employer are below the average maximum wages of Comparable Group A. This is not a new development or is it a development that has gotten worse. The economics in Forest County when compared the to the economics in the other counties in Comparable Group A explains that differential. The Employer is not similar in size, value or economic climate to most of the counties in Comparable Group A.

The mere fact that the Employer's courthouse employees are paid at rates among the lowest in Comparable Group A does not by itself justify the selection of the Association's proposal. Unless a decision is made to pay all employees in the same classification in the same comparable group the same wages, there are always going to be employees that are paid higher or lower than the average. Collective bargaining determines who ranks at the top and who ranks at the bottom. There may be circumstances where employees of one particular member of a comparable group may keep falling further below the average wage paid to other employees in the comparable group performing similar work. However, this does not appear to be that kind of a case. The Employer's proposal for 1998 and 1999 maintains almost the same differential between the wages it proposes to pay its employees and the average wage paid to employees doing similar work in Comparable Group A in prior years. Thus, it would appear that the Employer's highway department employees are retaining their same ranking in Comparable Group A and a wage differential similar to those that existed in 1997. The employees in the courthouse unit are not losing any ground under the Employer's offer. The Association is asking for a tremendous increase in only two years. That may be too much in too short of a period. The Employer's 7% lift for 1998 and 1999 maintains stability by granting a reasonable increase and represents a reasonable expenditure by the Employer, considering the economic climate and well-being of the county.

The record shows that various bargaining unit classifications of the Employer have historically ranked very low in comparison to similar positions in Comparable Group A and those low ranking would continue with the adoption of the Employer's final offer. There is no question that the external comparison criteria favors wage adjustments for some of the Employer's classifications. The arbitrator would normally conclude that the external comparison criteria favors wage increases that closed the gap and moved closer to wage parity as proposed by the Association. However, in view of the "greatest weight" and "greater weight" criteria of sec. 111.70, the relative weight of the comparison criteria become subordinate to them. Both of those criteria are clearly applicable in the dispute at hand and favor the final offer of the Employer. The Employer argues that the financial burden that would be placed upon it by the Association's final offer is not in the best interests and welfare of the public. The Association argues that its final offer best serves the citizens of the Employer by recognizing the need to maintain the morale and well-being of its courthouse personnel and thereby retaining the best and most qualified employees. It points out that a review of the exhibits demonstrates that the 1997 hourly wage rates of the Employer within classification range from $.40 to a maximum of $1.85 per hour below the average hourly rates of the comparables. It contends that simple across the board increases cannot appropriately address the individual concerns.

Sec. 111.70 requires a comparison of the cost of living and the final offers. The Consumer Price Index is not a controlling factor in this case but it should be considered with the other criteria in determining which offer in totality more nearly meets the criteria of the law. Because the Consumer Price Index measures the increase of all goods and services including health insurance costs and other benefit costs, the total package lift under the parties' offer are the most appropriate measures to use in comparison with inflation indices. The non-metropolitan urban area Consumer Price Index for the north central states was .9% in November 1998 and the national U.S. city average was 1.4%. The total package lift of the Association's offer for the first year is 6.68% and the second year is 6.25%. In the first year the

Association's offer is 6.59% above the non-metro urban area CPI and is 5.28% above the national CPI. The Employer's final offer has a total package lift in the first year of 2.43% and the second year is 3.63%. Obviously, the Employer's offer more closely parallels the increase in the Consumer Price Index.

The statutory criteria requires that the arbitrator look at the "greatest weight" factor and give consideration to any state law that places limitation on expenditures that may be made or collected by a municipal employer. Implementing the Association's final offer would increase the Employer's costs substantially. The Employer may have the ability to pay the cost of the Association's final offer but it would cause financial hardship. The poor economic conditions of the Employer must be given "greater weight" by the arbitrator. The Employer has low income, high poverty levels, low property values, lack of taxable property, low education level, lack of skilled trades or manufacturing industry and higher than average unemployment rates. The Employer's employees are being offered the same wage increase accepted by its other employees. The Employer's final offer is fair and consistent with the settlements in Comparable Group A. The courthouse employees are compensated fairly compared to other employees in both the public and private sector in the county. The courthouse unit has experienced a low turnover and the Employer's final offer can be justified based on the economic conditions of the Employer. As a result, the Employer's final offer will be selected by the arbitrator to be included in the successor collective bargaining agreement.

The arbitrator feels it necessary to pass on a word of admonition to the Employer even though it has prevailed in this arbitration. The disparity between its wages for many of the positions in the courthouse unit and the average wage of employees in Comparable Group A in similar classifications ranges from $.40 to a maximum of $1.85 per hour and that is substantial. There may be some justification for some differentials because of the type and amount of work required by the Employer as compared to the type and amount of work performed by employees in similar classifications in Comparable Group A. However, that can not be the situation in every case. Some adjustment should be made in the wage rates of individual classifications to bring them closer to the average rates in Comparable Group A. Some job descriptions and a wage classification study would be useful. The Association provided some job descriptions prepared by the employees but they did not spell out what the Employer expected of them. For an arbitrator to reclassify all of the employees in the courthouse, he must know what the Employer expects of them in terms of skill and training and how these factors measure up against those of its other employees as well as employees in Comparable Group A doing similar work. This type of evaluation is best done by a professional who studies and reviews the actual duties required by the Employer for each classification and prepares job descriptions that spell out the differences and similarities of the job duties of the bargaining unit compared to those of the employees in similar classifications in Comparable Group A. Without such a study, an arbitrator must guess what reclassification are necessary. This arbitrator has elected not to guess, but the next one might look at the wage differentials and determine that equity requires him to make such a guess.

The Employer concedes that its employees deserve an increase in compensation but takes the position that the economic climate in the county dictates that at the wage increase be matched to what is affordable. Here the Association's final offer is $61,110 above the Employer's final offer. That $61,110 is

nearly 4% of the Employer's entire budget for 1999 and constitutes 7.6% of the total wage and benefit cost for the entire courthouse unit in 1997. The Employer is already taking $585,044 from its reserve funds to meet its annual budget for 1999. The Association's argument about the need for "catch up" for some employees has validity. However, the type of final offer it has made asks for too much in too short of a period. Some re-classification along the line proposed by the Association seems to be necessary but the total additional cost resulting from the Association's proposal is excessive. The Employer's 7% lift for 1998 and 1999 maintains stability for the employees in the courthouse by granting a reasonable increase and represents a reasonable expenditure for the county to make in view of its economic situation. Modest movements in the reclassification of individual employees each year could fit into a realistic wage proposal but the massive reclassification proposed by the Association does not. If the economic conditions of the Employer were the same as in the larger counties in Comparable Group A, the Employer would be in a better position to address the obvious wage disparities.

It therefore follows from the above facts and discussion thereon, that the undersigned renders the following:

AWARD

After full consideration of the criteria set forth in the statutes and after careful and extensive evaluation of the testimony, arguments, exhibits and briefs of the parties, the arbitrator finds that the Employer's final offer more closely adheres to the statutory criteria than that of the Association and directs that its proposal contained in "Exhibit B" be incorporated into the collective bargaining agreement as a resolution of this dispute.

Dated at Sparta, Wisconsin, this _____ day of _____.

_____
Zel S. Rice II
Arbitrator