BEFORE THE ARBITRATOR

In the Matter of Final and Binding Interest Arbitration Dispute between

MONROE COUNTY ROLLING HILLS EMPLOYEES, LOCAL 1947, AFSCME, AFL-CIO

and

MONROE COUNTY

WERC Case 139, No. 57099, Int/Arb-8622
Decision No. 29585-A

APPEARANCES:

For the Union: Daniel R. Pfeifer, Staff Representative, 18990 Ibsen Road, Sparta, WI 54656

For the Employer: Ken Kittleson, Personnel Director, Monroe County, 14345 County Highway B., Room 3, Sparta, WI 54656 - 4509

ARBITRATION AWARD

The Union has represented general employees at the County's Rolling Hills nursing home for a number of years. There are approximately 125 employees in the bargaining unit, and the most recent collective bargaining agreement expired on December 31, 1998. On August 25, 1998, the parties exchanged initial proposals on a 1999-2000 collective bargaining agreement. On December 17, 1998 the Union filed a petition with the Wisconsin Employment Relations Commission requesting arbitration pursuant to section 111.70(4)(cm)6, Wis. Stats. Efforts to mediate the dispute by a staff member of the Commission were unsuccessful, and an impasse investigation was closed by the Commission's order for binding arbitration dated April 6, 1999. The undersigned arbitrator was appointed by Commission order dated May 26, 1999. A hearing was held in this matter in Sparta, Wisconsin, on August 10, 1999. Both parties filed briefs, and the record was closed on September 13, 1999.

Statutory Criteria to be Considered by Arbitrator
Section 111.70 (4) (cm) 7

> 7. "Factor given greatest weight." In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give the greatest weight to any state law or directive lawfully issued by a state legislative or administrative officer, body or agency which places limitations on expenditures that may be made or revenues that may be collected by municipal employer. The arbitrator or arbitration panel shall give an accounting of the consideration of this factor in the arbitrator's or panel's decision.
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> 7g. "Factor given greater weight." In making any decision under the

arbitration procedures, authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give greater weight to economic conditions in the jurisdiction of the municipal employer to any of the factors specified in subd. 7r.

7r. "Other factors considered." In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall also give weight to the following factors:
a. The lawful authority of the municipal employer.
b. Stipulation of the parties.
c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.
e. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally in the public employment in the same community and in comparable communities.
f. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees in private employment
g. The average consumer prices for good and services, commonly known as the cost of living.
h. The overall compensation presently received by the municipal 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.
i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
j. 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.

<u>The Union's Final Offer</u>

1. Wages - Effective 1/1/1999 - The wage schedule to be increased by 3% ATB.

2. Wages - Effective 1/1/99 (After the calculation of the 3% wage increase cited in number 1 above) add the following steps to all Grades/Positions in the wage schedule:

60 months	.25/hour above the 54 month rate.
120 months	.50/hour above the 54 month rate.

180 months	.75/hour above the 54 month rate.
240 months	$1.00/hour above the 54 month rate.

3. Wages - Effective 1/1/2000 - The wage schedule to be increased by 3% ATB.

The Employer's Final Offer

1) Article 24 - WAGES - Schedules A and B - 2.75% across-the-board increase effective January 1, 1999; 2.75% across-the-board increase effective January 1, 2000

2) MEMORANDUMS OF AGREEMENT: continue as attachments to successor agreement to preserve status quo condition

The Union's Position

The Union contends that the parties are in agreement as to which counties are comparable to Monroe County for purposes of this bargaining unit, but notes a disagreement over whether Wood County's Norwood facility should be included. The Union argues that Norwood should be included because it is a county facility governed by the same state and federal regulations as any of the others. The Union excludes Jackson, Juneau and Trempealeau counties because their county nursing homes are non-union. With respect to the "factor given greatest weight" and "factor given greater weight" criteria, the Union argues that while the Rolling Hills facility operates at a deficit, most of the deficit is reimbursed by intergovernmental transfer funds, and that in recent years the transfer payments have covered virtually all deficits ascribed to "direct care". The Union argues that wages and additional step increases in question under this dispute would primarily be covered under "direct care", and, therefore, be covered by future I. T. P. payments. The Union also notes that the County has never claimed that it has an inability to pay the wage increases proposed by the Union, and that demographic information included in the record indicates that the County is no worse off than the comparable counties.

The Union concedes that 1998 rates of pay for the primary classifications involved here, nursing assistant, housekeeper and cook, are competitive with the comparables, but argues that the County's final offer includes a wage increase below the comparables in percentage terms. The Union contends that wage increases for 1999 have been in the three to four percent range except for LaCrosse County Hillview, where the settlement was considerably higher. The Union argues that particularly because there is a shortage of nursing assistants, the settlement pattern rather than the wage comparables should be determinative in the wage dispute.

With respect to the additional step increases, the Union argues that there has been a great amount of turnover recently in this bargaining unit. Only three of the nursing assistants hired in 1996 remain, only three remain who were hired in 1997, only 19 of all those hired in 1998 remain employed, and from January 1 until the beginning of August, 1999, Rolling Hills has hired 30 new nursing assistants. The Union points out that this is not because the patient census has increased, because that has actually declined slightly; the Union points to its exhibit 15 as demonstrating that employees are leaving, and argues that dissatisfaction is the reason.

The Union argues that one cause of the dissatisfaction was the difficulty of hiring nursing assistants, particularly for the P.M. shift and for vacant shifts on weekends. The Union notes that it agreed to the County's midterm request to re-open negotiations in order to add a $200 hiring bonus, a raise in the P.M. shift differential from 15 cents per hour to 75 cents per hour, and an incentive of an additional dollar per hour for nursing assistants who agreed to work on their scheduled weekend off. Yet, the Union notes, the resulting memorandum of agreement passed a ratification vote by only one vote, because under its terms (including permission to hire above the minimum) the County can now hire a new P.M. shift nursing assistant at essentially the same rate as a very experienced nursing assistant earns on the day shift. There are no further wage progression increases after 54 months under this contract, and the Union calculates that a new nursing assistant, who is likely to be assigned to the P.M. shift, could receive $9.02 per hour while a nursing assistant with 20 years experience, working the day shift, would receive only $9.01 per hour. The Union notes that when the tentative agreement on the memorandum appeared destined for a negative result in the ratification vote, and was tabled to permit further discussion with the County, an additional provision was added, which reads "Monroe County and the Rolling Hills Rehabilitation Center and Special Care Home recognize the efforts of the senior Rolling Hills employees and will bargain with them in good faith." Even this, the Union argues, was barely sufficient to obtain passage of the ratification vote, and the turnover continued. The Union notes that Rolling Hills has since implemented a formal mandatory overtime rotation, which has the effect of undermining a contractual provision wage requires the county to implement work schedules which provide every other weekend off for full-time nursing assistants. The Union argues that it is neither bargaining in good faith with the senior employees to offer them 2.75 percent, which is less than the comparable wage increases in other counties, nor is it in the best interests and welfare of the public to have disgruntled employees at Rolling Hills. The Union cites a Grant County award by arbitrator Toby Reynolds (Decision No. 27122-A, 1993) involving social workers as analogous to the present case, because the employees involved here also work with members of the public who are in need. Other cases cited by the Union in which turnover was found to be adequate justification for restructuring of wage plans and/or additional steps include Brown County (Decision No. 25077-A, arbitrator June Weisberger, 1988) and Fond du Lac County (Decision No. 23704-A, arbitrator Stanley Michelstetter, 1986.)

With respect to the cost of living index, the Union concedes that both parties' wage offers exceed the cost of living index, but notes that this is true of all of the comparable counties, in which the settlement pattern is higher still. With respect to the County's exhibit showing the pattern of wage increases in recent years in the comparable counties, the Union argues that this shows that for several years, in percentage terms, Monroe County employees have been losing ground compared to employees in comparable counties' nursing homes.

The Union contends that particularly in view of the turnover among senior employees at Rolling Hills, which the County's offer utterly fails to address, its offer is the more reasonable and should be adopted by the Arbitrator.

The Employer's Position

The County contends that the Union has unreasonably distorted the comparables list, and that in 1995 arbitrator Stanley Michelstetter made an award specific to this bargaining unit which included Buffalo, Crawford, Jackson, Juneau, LaCrosse, Richland, Sauk, Trempealeau, Vernon and Wood counties, and

which excluded one of Wood County's two nursing homes, namely the Norwood facility, because it is a psychiatric facility in which nursing assistants' jobs are different than in the other homes.

With respect to the general wage increase, the County characterizes both offers as reasonable, but argues that its own offer is almost a full percentage point above the applicable cost of living index. The County's argument focuses, however, on the additional steps which the Union also seeks. The County contends that under this provision, a long-term certified nursing assistant would receive a 14.1 percent increase in 1999, while a long-term dietary aide would receive a 14.6 percent increase in the first year of the contract. The County contends that this is a major structural change in the Agreement, and notes that arbitrators generally have been reluctant to impose such changes, quoting arbitrator William Petrie to the effect that arbitrators "normally require the proponent of such changes to establish a very persuasive basis" and pointing out that arbitrator Petrie and arbitrator Andrew Roberts have used similar terms to define the level of demonstration called for. In Petrie's terms, the proponent must demonstrate "that a legitimate problem exists which requires attention, that the disputed proposal or proposals reasonably address the problem, and that the proposed change is accompanied by an appropriate quid pro quo." Arbitrator Roberts, meanwhile, used the following terms:
1. Has the party proposing the change demonstrated a need for the change?
2. If there is a demonstration of the need, has the party proposing the change provided a quid pro quo for the proposed change?
3. Has the party demonstrated such criteria by clear and convincing evidence?

The County contends first that there is little evidence of similar provisions in comparable contracts. The County notes that while the Union introduced an exhibit showing that four comparable bargaining units have longevity provisions, five do not, and that of the four, one had grandfathered longevity pay out of the contract as of 1990. The County notes that none of its own contracts has a longevity provision.

With respect to the Union's evidence of turnover, the County argues that a wage increase for new employees is well supported by that evidence, but contends that while 26 nursing assistants quit or were terminated in 1999 who had less than five years of service, only 12 quit or were terminated who had more than five years of service. The County argues that this evidence fails to demonstrate the validity of wage increases targeted to senior employees. The County further contends that while it agreed to a provision undertaking to bargain in good faith with the senior employees, it has done so, and no guarantees were made in that provision that wage increases would be forthcoming. The County argues with respect to the midterm bargaining in particular that this demonstrates that the problem was recruiting and retaining new employees, while retaining employees with more than five years of service was not a serious problem.

The County contends that the intergovernmental transfer funds paid by the federal government to subsidize the County's loss have steadily increased over the years, indicating that the unsubsidized financial condition of Rolling Hills is eroding. The County argues that for these reasons, the Union has failed to demonstrate a need for the wage schedule change it has proposed. Simultaneously, the County argues, the Union has failed the second generally accepted test of a proposed change, since it offers no quid pro quo at all. The County notes that the Union has neither offered to give up any benefits, nor to reduce the general wage increase in exchange for the additional steps. The county costs the salary steps alone at almost $175,000 over the two-year term of the contract, and argues that for such a large cost, a quid pro quo is clearly required.

With respect to the third test articulated by arbitrator Roberts, the County contends that the necessary clear and convincing evidence of need is lacking. The County argues that the wage comparisons show that the County's wage rates are competitive, the longevity comparisons are inconclusive and irrelevant, the nursing assistant statistics show a turnover problem with short-term and not long-term employees, and the resident census and intergovernmental transfer fund information both paint a gloomy financial picture for Rolling Hills.

In summary, the County argues that while both offers might be considered reasonable if the dispute included only the difference between the parties' proposals for general wage increases, the Union's proposal to add four additional steps falls far short of a demonstration of need, let alone a quid pro quo. The County argues that its offer should be considered the more reasonable.

Discussion

I will first assess the reasonableness of the parties' positions on an issue by issue basis, and then turn to an overall assessment in order of the statutory criteria. The parties agree that the tentative agreements include no significant cost factor. And with respect to the external comparables, I see no reason here to disturb the list established by arbitrator Stanley Michelstetter. The award which established that list is only four years old, and shows that the issue of comparable counties was specifically argued. While the Union would exclude Jackson, Juneau and Trempealeau counties this time, it did not propose excluding Jackson or Juneau in 1995. And while, as the Union notes, the County did not do wage comparisons for these counties, the impact of this will show up elsewhere in the calculations. Meanwhile, the County contends that arbitrator Michelstetter excluded Norwood home in Wood County. I do not read arbitrator Michelstetter's award as having excluded Norwood entirely; rather, that arbitrator included Norwood but found evidence that the Norwood nursing assistants' jobs involved higher responsibility than the other homes, because it was a psychiatric facility. I find arbitrator Michelstetter's view persuasive and accordingly give little weight to Norwood's wage scale. For the rest, however, the parties' argument over comparability amounts to very little, since the County's available data, like the Union's, focuses on LaCrosse, Richland, Vernon and Wood counties. Meanwhile, although the County has demonstrated that Rolling Hills loses substantial amounts of money, the Union has demonstrated that the great majority of the losses are reimbursed by the intergovernmental transfer program, including in recent years essentially all of the losses characterized as resulting from direct service costs. The county has not made a case of inability to pay.

With respect to across-the-board wages, the parties have been unable to agree in multiple bargaining units and wage proposals are similar in all of them. But no internal settlement pattern exists. Similarly, there are no external comparable data for the second year of the agreement. For the first year, however, there have been several settlements among the accepted comparables. Richland County's nursing home has a split increase in the first year, valued for the most common classification (nursing assistants) at 1.98 percent Jan. 1 followed by 1.94 percent July 1 at the minimum rate, and at 2.01 percent Jan. 1 followed by 1.97 percent July 1 at the maximum rate. Vernon County settled at three percent, and so did Wood County. LaCrosse County's Hillview home, meanwhile, reached a complex agreement discussed below, but at the minimum rates for nursing assistant, it involved an increase of 1.94 percent Jan. 1, followed by an increase of 3.05 percent April 12, followed by a further 0.99 percent on July 5. All of these are closer to the Union's final offer than to the County's. And the evidence is that for the past several years, wage packages at Rolling Hills have been slightly below the average of the external

comparables. On the other hand, while both offers comfortably exceed the cost of living index, the County's is closer. In the absence of internal comparables, I find that if wages were the only issue here, the fact that the Union's proposal is, if anything, below the average of the external comparables would outweigh the fact that both offers are above the CPI, and the Union's offer would be preferred.

The larger difference between the parties, and the more complex dispute, centers on the Union's proposal to introduce four new steps. Of the 122 employees in the bargaining unit, 75 are nursing assistants, and it is on this group that the argument centers. In turn, the core of the argument has to do with whether the Union's proposal is an effective and warranted attempt to reduce turnover, which the Union argues has reached proportions which are somewhere between significant and alarming. The County, contrary to the Union, contends that the turnover problem really applies to employees with less than five years' seniority, and has been addressed by its mid-term proposals, particularly by raising the P.M. shift differential by 400 percent to 75 cents per hour and by allowing hiring above the minimum. The Union sees the pattern differently, contending that while it agreed to the County's immediate concern in the mid-term negotiations, the effect has been to create an inequity to the senior employees, while all nursing assistants are now vulnerable to required overtime which has the effect of undermining the contractual agreement that nursing assistants will get every second weekend off, thus making their jobs less desirable. With respect to the P.M. shift differential and hiring above minimum, and their combined effect on eroding the wage differential between new and senior employees, I note that the Union's calculation is impeccable. Yet while it may seem logical that the senior employees generally choose the day or late night shifts, they have the seniority to opt for the evening shift if it is seen as economically desirable.

The rate of turnover in this bargaining unit is certainly high, and deserves serious consideration. The two key exhibits demonstrating employment levels at different lengths of service, County's exhibit 12 and Union's exhibit 15, are not consistent, apparently because they appear to have been created several months apart. Neither party attacked the other's exhibit, and where they differ I will rely on Union's exhibit 15, because it appears to have been created at the beginning of August, 1999, while County exhibit 12 shows no additional hires after April 15. This disparity in probable dates of preparation may also explain shifts between seniority levels, as some employees will have moved up in the meantime. County's 12 shows 26 employees with between 5 and 10 years of service; 11 with between 10 and 15 years; 15 with between 15 and 20 years; and 13 with 20 years or more. Union's exhibit 15 shows 22 employees with between 5 and 10 years of service; 10 with between 10 and 15 years; nine with between 15 and 20 years; and 17 with 20 years or more.

There is a significant variation in the turnover between these levels, which are selected as categories because they match the points at which the Union's new salary steps would kick in. In 1999, seven employees with between 5 and 10 years' service have left; zero between 10 and 15 years; one between 15 and 20 years; but four with 20 years' experience or more.[1] Between 5 and 10 years' seniority, this is 30 percent of the bargaining unit, and 24 percent above 20 years. But because I must presume the exhibit in question to have been prepared on or about August 1st (since the hearing was held on August 10) this rapid level of turnover does not represent a full year, but rather a mere seven months.

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[1] I am excluding here two 20-year-plus employees who retired in 1999, but I note that for many employees, the decision when to retire may involve similar considerations as the choice to quit.

In the aggregate, this turnover rate, which the County regards as insignificant compared to turnover among employees with less than five years' seniority, represents 12 employees out of a total of 58 lost in just seven months, or 21 percent. On an annualized basis, this is 35 percent of the experienced employees. Also on an annualized basis, if current rates continue the county is losing in a single year approximately 51 percent of the entire group with between 5 and 10 years' seniority and approximately 41 percent of the entire group with more than 20 years' seniority. These numbers clearly represent a sharp departure from past experience, or there could not be nearly as many employees in the senior groups in the first place.

Other than the fact that the employment picture in the state generally is clearly very good at present, there is little explanation in the record for these high levels of turnover among senior employees, other than the wage inequity which the Union argues against and the mandated overtime which it has reluctantly agreed to. Overtime, presumably, would be less frequently assigned if fewer people quit. And certainly, wages have a significant impact on how desirable an existing job is perceived to be in comparison to what else is available. Thus far, the Union's case is persuasive. Yet the departures are not evenly spread across the seniority levels; in only seven months, almost one-third of all employees between 5 and 10 years' seniority and of 20 years' or more seniority have left, but almost no one in between. This provides a degree of support for the County's contention that the Union's proposal to add four new steps is not carefully thought out and will not necessarily address the problem.

Furthermore, the Union's proposal to add four new steps departs sharply not only from the parties' previous wage structure, a thing not lightly modified by arbitrators generally, but also from most of the comparable counties' wage structures. Among these, at the top of the scale Wood County's Edgewater home paid 45 cents per hour more for 1998-1999 than Rolling Hills paid for 1998, but the Wood County contract is a July 1 contract, which means that its wages would logically be a little higher than calendar 1998 comparable contracts. All of the other comparable counties in the record paid less as base wages. Of those, LaCrosse and Vernon counties' top nursing assistant rates were within a few cents of Rolling Hills rates, while Richland County's top rate was 56 cents an hour lower.[2] Vernon County, however, has a longevity provision which generates up to 4% extra, for a 20-year employee. The net effect is to add another 36 cents to the top 1998 nursing assistants' rate.[3]

For 1999, the only settlements in the record are for Vernon County (which as noted above settled close to the Union's wage-only proposal here) and for LaCrosse County's Hillview home. The Hillview settlement voluntarily adds three new steps. While the method by which they were introduced is complex, occurring over several different dates and in some cases at different moments for different classifications, it is clear from Union's exhibit 19 that the effect is substantial, and that the maximum increase involved for a nursing assistant with 15 years' experience, who benefits from all three additional steps, is 51 cents an hour by Oct. 11, 1999. But the Union here has proposed not only a change in the salary structure of major proportions, but one which exceeds the effect of the most generous settlement among the comparables, by almost double for the most senior employees. Thus for at the ten-year level, a nursing assistant at Hillview receives an additional 40 cents as a result of the new steps, while here the amount would be 50 cents; and for a 15 year nursing assistant, the Union's

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[2] Union's exhibit 9, County's exhibit 9.

[3] Union's exhibit 22.

proposal here is for 75 cents compared to Hillview's 51 cents. The Hillview steps top out at that level, but a 20-year employee here would get another 25 cents.

I believe that the Union has a point in its argument comparing the human services functions of the employees involved here with the human services functions threatened by turnover among county social workers, as well as other professional classifications, in the cases it cited. There is a basic logic in the argument that if the more senior cadre among a group of employees who deal with disadvantaged citizens is virtually wiped out by turnover, this adversely affects the interest and welfare of the public, and something should be done on a timely basis to avert it. And although the County has aptly pointed out that the Union has offered no quid pro quo for this proposed change in the salary structure, let alone its extent, a quid pro quo is not always required for even a major change in a contract where a continuation of the status quo threatens the interest and welfare of the public and is also inequitable to employees. Yet the fact remains that this is a very expensive proposal, as well as one which fundamentally alters the salary structure. The following chart of costs is derived from County exhibit 13:

TOTAL PACKAGE COST SUMMARY
Monroe County Rolling Hills

COUNTY FINAL OFFER:

YEAR	TOTAL COST	% INCREASE
1998	$3,200,371.45	Base Year
1999	3,318,572.73	3.7%
2000	3,435,101.48	3.5%
1998-2000		7.3%

UNION FINAL OFFER:

YEAR	TOTAL COST	% INCREASE
1998	$3,200,371.45	Base Year
1999	3,400,332.81	6.2%
2000	3,518,424.55	3.5%
1998-2000		10.0%

The Union has not challenged the County's calculation that the aggregate cost of the new steps over the term of the contract is $170,000.

This demonstrates that the Union's final offer, particularly in the first year, is dramatically above the cost shown in the record for any of the comparable bargaining units. Even granting, as I do, the existence of a significant problem among senior employees which the County's offer completely fails to address, for such a costly proposal to be sustained, the Union would have to demonstrate an exceptionally accurate "fit" between the specific content of its proposal and the problem to be redressed, and probably a significant quid pro quo as well.

The Union has not yet done this. In particular, I note that the Union's proposal dramatically increases its cost as it moves up the experience scale, but that the turnover problem is most dramatic in the five to ten-year category of employment, where the annualized equivalents of the first seven months' turnover suggests that half of the entire group could be lost in a single year—or even more, if the effect of four-year-plus employees moving up is excluded. Meanwhile, the record demonstrates virtually no turnover for the group between 10 and 20 years' employment. Even though there is serious turnover in the 20 year and up group, a more modest proposal targeted at the lower level would also benefit that group. Furthermore, the Union has not even attempted to address the fact that its proposal would lift the upper levels of the salary structure from their present highly competitive standing to levels well above any of the comparables[4], even though some of those comparables are in more urban areas. In 1998, a 20-year nursing assistant at Rolling Hills made $9.01 per hour, 32 cents less than Vernon's rate, 47 cents less than the (1998-99, i.e later) Wood/Edgewater rate, and 27 cents more than the top Hillview rate. After Hillview's new steps, its top nursing assistant rate for 1999 goes to $9.51 per hour for 15 years or more experience; but the Union's final offer here would put a 15-year nursing assistant at $10.03, doubling the previous Rolling Hills advantage, and a 20-year assistant at $10.28, tripling the relative advantage. Similarly, Union's exhibit 22 shows a 1999-2000 rate for a 20-year nursing assistant at Vernon at $9.24, plus four percent longevity, for a total of $9.61. The Union's proposal would change a similar employee's position relative to Vernon from 32 cents behind to 67 cents ahead. Finally, the fact that Rolling Hills has experienced such turnover despite a wage package that is already competitive at least raises the question of whether a large wage improvement is the answer. The record does not clearly identify the turnover among senior employees as related to wages, rather than working conditions or some other factor which will not be effectively addressed by the Union's proposal. The fact that rapid turnover has continued in 1999 among the newest employees, i.e. those helped by the significant mid-term improvements, also suggests that both parties may need to think again as to the root cause of such widespread dissatisfaction.

The net effect is that while I agree with the Union that it has demonstrated the existence of a serious problem, its proposed solution is not well enough targeted, and is too expensive by so large a margin that the County's do-nothing proposal becomes the more reasonable of the two proposals.

The Statute's Weighing:

The "greatest weight" and "greater weight" provisions of the statute are not brought into play by any evidence in this proceeding. Under subparagraph 7 r. of the statute, subsections a. and b. are not contested, and under subsection c., the financial ability of the County to meet the cost of either proposal is not contested. The interests and welfare of the public would be served by a well-targeted proposal to reward and thus retain senior employees in greater numbers, but that factor does not support the Union's proposal here because of its inaccurate targeting and excessive cost.

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[4] Except for Wood County's Norwood home, as to which I agree with arbitrator Michelstetter that it deserves little weight because of the different composition of its patient population.

Under subsection d., the external comparables favor the Union with respect to wages and strongly favor the County with respect to the additional steps. Under subsection e., there is no settlement pattern for internal comparables. No relevant evidence was presented with respect to subsection f.

Under subsection g., both offers exceed the CPI, but the County's offer is closer to it, only a minor factor favoring the County's wage proposal in view of the pattern of external settlements. Subsection h. is not materially involved here, according to any pattern of evidence in the record which I can discern. And no significant argument has been made with respect to subsections i. or j.

Summary

The demonstrated turnover problem among senior employees, coupled with the pattern of external settlements, would support the Union's proposal as the more reasonable if all that were at issue here was the basic wage increase. The Union's proposal for four additional steps, however, is so excessive in cost as to outweigh the difference between the Union's and County's wage proposals, as well as not being well enough thought out to stand on its own merits against the traditional arbitral preference against making unilateral changes of such magnitude. The balance thus favors the County.

For the foregoing reasons, and based on the record as a whole, it is my decision and

AWARD

That the final offer of Monroe County shall be included in the 1999-2000 collective bargaining agreement.

Dated at Madison, Wisconsin this 3rd day of November, 1999.

By /s/ Christopher Honeyman
Christopher Honeyman, Arbitrator