

BEFORE THE ARBITRATOR

In the Matter of the Final and Binding Interest Arbitration Dispute between

LOCAL 1625-B, AFSCME, AFL-CIO

and

BUFFALO COUNTY (COURTHOUSE)

WERC Case 66, No. 57194, Int/Arb-8657
Decision No. 29666-B

APPEARANCES:

For the Union: Mr. Daniel R. Pfeifer, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 18990 Ibsen Road, Sparta, WI 54656

For the Employer: Weld, Riley, Prenn and Ricci, S.C., by Mr. Richard J. Ricci, 4330 Golf Terrace, Suite 205, P.O. Box 1030, Eau Claire, WI 54702-1030

ARBITRATION AWARD

The Union has represented a general unit of courthouse employees of Buffalo County since 1996. There are approximately 18 employees in the bargaining unit, and the most recent collective bargaining agreement expired on December 31, 1998. On November 11, 1998 the parties exchanged initial proposals on matters to be included in a new collective bargaining agreement, and on January 11, 1999 the County 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 July 21, 1999. The undersigned Arbitrator was substituted thereafter for the original arbitrator, and was appointed by a Commission order dated November 1, 1999. A hearing was held in this matter in Alma, Wisconsin on January 19, 2000. Both parties filed briefs, and the record was closed on April 28, 2000.

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.

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.

The Union's Final Offer

Appendix A:

1. Wages effective January 1, 1999, according to the following table:

for each of the two years of the Agreement. The Union characterizes the real dispute here as being whether there should be scale adjustments in 1999 as proposed by the Union, or additional 10 cents per hour across the board increases in both 1999 and 2000 as proposed by the County. The Union notes that the County admits that wages of employees in this bargaining unit are substantially behind those of the external comparables, and contends that the Union's approach to raising them is more appropriate. The Union argues in particular that it is not required to give a quid pro quo in order to achieve equitable wage rates, arguing in detail that a number of arbitrators have held that in bargaining units which are significantly behind the comparables, the attempt to redress the balance need not be accompanied by a quid pro quo offer.

The Union further argues that the County's final offer, unlike the Union's, fails to take into account different levels of disparity of the wages of employees compared to the comparables. The Union argues that it structured its proposal so that in 1999, employees who were more than 40 percent behind the average of the comparables would be moved up by two pay grades, employees who were more than 15 percent behind the average of the comparables would receive a one grade increase (with the exception of employees remaining in grade C., who would receive a 25 cent per hour increase), while employees who were less than 15 percent behind would not receive a grade increase and receive only the three percent across the board increases. The Union argues that the County's final offer grants the same wage increase to all employees regardless of whether they are far behind the average of the comparables or not behind at all. The Union cites a number of decisions in which arbitrators held in favor of varied wage increases which were seen as responsive to the varied degrees of wage disadvantage in the units involved.

With respect to the internal comparisons, the Union contends that non-union employees of Buffalo County were given raises for 1999 varying from three percent to 10 percent, while the settlement with the Sheriff's Department bargaining unit shows a 2000 (i.e. first contract year, in that unit) wage increase of 8 percent for the Communications/Correction Officers and the County's Human Services Professionals bargaining unit settled at an 8 percent wage increase for 1999 and three percent for 2000. The Union notes that it recently prevailed in a parallel arbitration case involving the County's Human Services Clerical and Paraprofessional bargaining unit, generating a wage cost of 7.8 percent for 1999 in that unit and using a similar structure as the Union's proposal here, with a three percent wage increase for 2000. The Union notes that its proposed wage increases here total 6.67 percent for 1999, which is less than the arbitration award in the Human Services Clerical and Paraprofessional unit. Finally, the Union notes that the County's Highway settlement was 25 cents per hour across the board, plus three percent, for 1999, followed by three percent across the board for 2000, and contends that the Highway employees are not as far behind external comparables as this unit is, and that therefore, employees in this bargaining unit are entitled to greater "catch-up".

With respect to the County's quid pro quo argument, the Union contends that while the Highway employees and the Human Services Professionals agreed to job posting language proposed by the County, the Human Services Clerical and Paraprofessional bargaining unit did not, and that several other factors militate against this proposed quid pro quo being required. Among these, the Union cites the cases already noted to the effect that a quid pro quo is not invariably required; argues that the parties in the Professionals and Highway bargains agreed on vacation increases not present here; argues that when in this bargaining unit of the County withdrew its proposal for the job posting change, it also withdrew its proposal to increase vacations, thus implying that the quid pro quo intended for the job posting change was a vacation improvement, not the wages; and argues that in this bargaining unit, the impact of the job posting language change would be larger than in the Professionals unit, while the Highway Department's previous

language was less than clear and the County had successfully argued to the Union that the change in language there would not be substantive.

With respect to the job functions performed by employees in the external comparables and the County's argument that in a number of cases these are not positions which closely align to the County's, the Union argues that the two such positions which were the subject of any testimony in detail were the Emergency Management Director/Zoning Administrative Assistant and the County Bookkeeper. The Union contends that despite being in the bargaining unit, the Emergency Government Director for Buffalo County is indeed required to perform these duties independently, while her wage rate was significantly behind an average of Emergency Government Director and Zoning Secretary in other places. With respect to the County Bookkeeper, the Union contends that while this position also includes the title of Deputy County Clerk, testimony at the hearing showed that there were de minimis duties associated with the latter part of the position, while the employee involved performs all of the bookkeeping duties of the Courthouse.

The Union contends that the interests and welfare of the public are best supported by reducing turnover and compensating employees at competitive wages, arguing that there has been some turnover in this unit, and also that since the parties here are both exceeding the cost of living in their offers because they are involved in "catch-up" attempts, the cost of living criterion in the statute is not determinative here. The Union objects to the County's inclusion of automatic step increases in its costing of the value of the proposal, citing arbitration awards which distinguish between the appropriateness of costing step increases in teacher bargaining units and the inappropriateness of costing this item in nonprofessional units.

The Employer's Position

The County contends initially that what the Union describes as schedule adjustments should be viewed as reclassifications. The County argues that the Union proposes to reclassify 8 positions, in addition to the Janitor position which the parties have agreed to reclassify, but that given the admitted fact that all wages in this bargaining unit are lower than average, a fairer measure would be to provide a wage boost to all wage rates, as the County's offer does. Furthermore, though the County agrees that the Union would not necessarily need to provide a quid pro quo for a catch-up pay proposal that applied to all employees, the fact that the Union here proposes to reclassify positions in order to bring the wage of specific positions closer to the average of the external comparables constitutes a change in the status quo, upsetting the wage relationship which currently exists internally within this unit. Such a change in the status quo, the County argues, requires a quid pro quo. It also, the County argues, requires clear and convincing evidence to justify the reclassifications, citing several arbitration awards to the effect that job evaluation evidence and evidence of the relative difficulty of and training required for different positions are called for in reclassification proposals. The County summarizes its several cited arbitration awards as setting forth the following criteria:

1. The burden is on the Union to provide clear and convincing evidence that its proposed reclassifications are justified.
2. A comparison of wage rates a similar positions among external comparables is not sufficient to determine the need for reclassifications.
3. Reclassifications are determined by internal relationships, not external.

4. The complexity of the work performed is what is determinative, compared both with the work performed in the existing classification, and with work performed in the proposed classification.
5. A reclassification request should be accompanied by a quid pro quo.

The County argues that the Union initially has failed to demonstrate any change in internal relationships. The County notes that the sole bargaining unit member to testify as to duties is the Emergency Government Director/Zoning Secretary, and argues that the Union has submitted evidence concerning complexity of job duties and experience, skills and education only for that one position. Otherwise, the County argues, the Union is relying on a comparison of wage rates with the external comparables, and fails to acknowledge the internal relationships between existing jobs and classifications and its proposed changes in those relationships. The County argues that the Union has offered no evidence that the responsibilities of the positions the Union wishes to reclassify have changed relative to those the Union is not proposing to reclassify. The County also argues that Human Services Paraprofessional employees are compensated under the same wage schedule and have positions classified at the same levels (C, E and F) as in the courthouse unit, but that the Union has offered no proof as to relative complexity of positions between the same pay levels in the Courthouse unit and in the Human Services Paraprofessionals unit.

The County also challenges the Union's methodology for determining what the external wage comparisons are, beginning with the fact that in certain exhibits the Union used 1998 maximum wage rates for the County, but compared them with maximum wage rates for 1999 for the claimed comparables. The County contends that the job classifications included in Employer exhibits 34 to 46 should be used in preference to the Union's choice of job titles, where they differ, because the County went to the trouble of querying Human Resources personnel within those counties to determine which positions were most comparable or performed similar functions, and came up with different answers from the Union's. (The County, with commendable integrity, notes, however, that the Union "has used as many understated wage rates as overstated" and that a correction of the average is unlikely to result in a major difference.) The County argues that more significantly, much of the work of the supposedly comparable job classifications in other counties was being performed by management or professional-level employees, because the complexity of work performed, and/or the level of education required, was greater than what is required in Buffalo County. As an example, the County cites the Bookkeeper position, noting that while the Bookkeeper in Buffalo County is the highest level accounting position in the courthouse, in Clark and Trempealeau counties the County Clerk personally has had primary responsibility for the county's accounting operations, while in Jackson County, that function was held by a computer systems operator in 1998 and has now been moved to a management level position of Accountant/Information Systems Coordinator, and in Dunn County the work is performed by a degreed accountant. The County contends that the difference in the work requirements of Buffalo County's Bookkeeper position compared to the other counties cited is typical of other positions, in which larger counties have the associated functions upgraded and performed by management or other non-union positions. In this respect the County cites the Emergency Government Director and Deputy Treasurer/Systems Operator as positions which entail greater expertise and responsibility in the larger counties.

The County challenges the Union's contention that there is an employee retention problem, arguing that of the 14 instances shown by Union exhibit 33 of employees leaving bargaining unit positions during 1998 and 1999, only 5 left the County's employ entirely, one of which was a retirement. Two of the others, the County notes, were Janitors, a classification the County agrees

should be upgraded from pay range A to pay range B. In addition, the County argues that the Union's 25 cent wage scale increase for scale C is poorly justified, contending that the Union's justification for it is limited to the fact that the County had once offered it during negotiations.

The County argues that its own wage offer is more consistent with the voluntary settlements in Buffalo County, first because these provided a wage adjustment to all members of each bargaining unit. (Only the Highway and Human Services Professionals settled voluntarily for 1999-2000, because the Law Enforcement unit was in the last year of a three-year agreement in 1999, while the Paraprofessionals have pursued arbitration over similar issues to the Courthouse employees.) The County concedes that with few exceptions, its wage rates are below the average and close to the bottom of the external comparables, but contends that it wanted something in return for above-average wage increases, given that it was willing to agree to increases in excess of the clear external pattern of three percent. The County argues that the quid pro quo it desired from all units was job posting language which would give the County the right to fill vacancies without seniority being the overriding factor. The Human Services Professionals and Highway bargaining units agreed to language providing that seniority would prevail "if experience, skill and ability of two or more employees are relatively equal." The County argues that in recognition of those unions' agreement to this job posting language, the Highway unit received an additional 25 cents per hour in 1999, while the Human Services Professionals received an 8 percent wage increase in 1999 because a second consideration was the fact that the County had recently had difficulty recruiting and retaining social workers and nurses. The County argues that by contrast, the Union cannot show that low wages have been the cause of courthouse employees leaving or that the County faced problems in recruiting for courthouse vacancies. The County argues that the Union's proposed evidence of a Law Enforcement unit settlement for 2000-2002, allegedly showing an 8 percent increase for the Communications/Corrections Officers in the first year, is poorly documented, refers to an unratified tentative agreement, and reflects the County's desire for consistent job posting language, as that tentative agreement also provides for the same standard the County has sought in all units. The County argues that the Union is incorrect in alleging that the quid pro quo for the job posting language was improved vacation benefits, arguing that there is no evidence in the record to verify what the other bargaining units considered a quid pro quo, and that the Courthouse unit is not being treated unfairly by the County not offering additional vacation benefits to that unit, because the Courthouse unit already enjoys the vacation benefits which the Highway unit gained in its contract settlement—and more than the Law Enforcement unit will receive even in its new contract.

With respect to internal comparisons of wages specifically, the County contends that its final offer mirrors the County's final offer to the Human Services Paraprofessionals unit, and provides the same effective wage "lift" as the Highway unit received, because the actual wage increase for maximum wage rates in the respective pay levels used in the Courthouse unit totaled approximately a 4 percent wage increase in each year as a result of the County's proposal, or an 8 percent wage lift over the two years of the contract, while the one-time 25 cents per hour plus three percent raise in the Highway unit, followed by a flat three percent in the second year, results in the same 8 percent wage lift when calculated in respect to the Highway unit's generally higher wages. The County notes that its relatively low wage rates are a problem throughout its classifications, including management and supervisory employees, and argues that the raises given to non-union employees reflect the pattern of the County attempting to address this problem in setting wages for non-union employees as well as in bargaining with its unions. The County contends furthermore that wage increases for 1999 in Clark, Dunn, Jackson, Pierce and Trempealeau counties, which the parties agree are the primary comparables here, average 2.875 percent, with an average of 3.0 percent for 2000, while the County has proposed at least 4

percent to address its below average wage rates. The County also notes that its wage offer comfortably exceeds the Consumer Price Index, and is closer to it than the Union's offer.

The County denies the Union's assertion that the Union's proposal favors the interests and welfare of the public, arguing that Buffalo County is second smallest in terms of population among the comparables; second smallest in terms of equalized value; experienced the smallest growth in population and the second smallest growth in equalized value; and has the highest percentage of real estate classified as agricultural and forest. The County notes that its manufacturing base is very small and has the lowest commercial value of the comparables, arguing that the continued poor situation of farm commodity prices hits a disproportionate number of Buffalo County taxpayers hard. The County contends that the fact that its wage rates do not rank at the top of the comparables should come as no surprise, and that its attempt to redress wage issues by offering increases across the board that are higher than the external pattern is fairer to all employees and more appropriate than the Union's proposal.

Discussion

I will first assess the effect of some underlying factors on the parties' positions, and then turn to an assessment of the reasonableness of the parties' positions in order of the statutory criteria. To begin with, the external comparables are not at issue here. Both parties are using a list of nearby counties established as comparables in a 1998 arbitration award by arbitrator Frederic Dichter, which excludes LaCrosse and Eau Claire counties, which are much more urban, and also excludes Pepin and Monroe counties, because the courthouse bargaining units in those counties are non-union. The pattern of external settlements is likewise not in dispute; while it varies to some extent, both parties judge the average of those settlements to be three percent in both of the applicable years. Similarly, the fact that Buffalo County is well behind the average of the external comparables in wages for the Courthouse bargaining unit is not in dispute. And while the County differs with the Union on the extent of the good economic times or the breadth with which they are shared among Buffalo County residents, the County does not seriously dispute that it is enjoying more prosperity than it has for many years, and that it has sufficient financial capacity to meet either offer.

The dispute centers, therefore, not on whether there is a need for a catch-up pay package, but on what sort of package is most appropriate. A critical question is whether, especially in light of the fact that the County is offering more than the external pattern settlements, the Union's proposal lacks reasonableness because of the absence of any quid pro quo. Embedded in that question is the further question of whether the pay adjustments sought by the Union should be viewed as a large number of reclassification requests, or as a "labor market" approach to addressing equity concerns in which not all classifications are equally disadvantaged.

I find that on the facts present here, the matter is more appropriately viewed as a "labor market" argument rather than as a series of job-content-specific reclassification issues. The Union is not arguing that any of the jobs have changed significantly, but rather that most of them are sharply underpaid by comparison to the external comparables. The County's argument, centering on arbitrators' judgments in reclassification issues as typically involving some sort of quid pro quo, would be more appropriate if it were not equally reasonable to view the Union's proposal here as "a large general wage increase with certain relatively well-off classifications limited to a smaller increase."

Finding that the wage adjustments sought here do not accurately fit the traditional picture of a job reclassification effort, however, does not alone dispose of the County's quid pro quo argument. The County has, after all, succeeded in persuading two other bargaining units to accept its job bidding language. This suggests that the internal comparisons may favor the County's claim that such a quid pro quo is called for. The fact that both units which accepted this language also received vacation improvements does not necessarily establish that the vacation improvements are the effective quid pro quo for the job bidding language, because the wage package was different in amounts and structure in each case, and there is no evidence here that would allow me to deconstruct with any accuracy what were, after all, package agreements. Balanced against this is the fact that the Union has prevailed in a parallel arbitration case, in which it refused the County's request for the job bidding language change in the Human Services Paraprofessionals unit but nevertheless achieved a wage package greater than that proposed here. Taking all of these factors together, I conclude that the Union's refusal to agree to the County's job bidding proposal as a quid pro quo here is a slight factor favoring the County's proposal, but not a major one. As to the lower package in the Highway unit, Employer's exhibit 20—the major item of relevant evidence—discusses only two classifications in that unit (grader operator and mechanic.) In both of these, the County's offer was sufficient to lift the Buffalo County rates slightly above the average of the comparables for both 1999 and 2000. This suggests that the Highway unit was in a far more advantageous position relative to the external comparables.

Because of the number of classifications affected by the differential raises the Union seeks, the lack of clear evidence as to exactly which classifications perform what comparable work in the comparable counties is a concern. Carol Brogelman, research associate at Weld, Riley, testified that based on her questioning of Human Resource people at each comparable County, only Pierce County had a Bookkeeper position, while the others had an accountant or someone with a formal accounting background performing the related work. Similarly, she testified that in each case outside Buffalo County the Emergency Government Director is a full-time, non-union, management position. She conceded, however, that the Emergency Government Director in each county handles the same responsibilities. The Union's assertion that the Bookkeeper in Buffalo County perforce must be handling at least the day-to-day responsibilities assigned to an accountant in larger counties, and should therefore be considered comparable in terms of skills, is unproven. But the County's matching assertion that since the larger counties employ professionals or management personnel to perform the corresponding work, the corresponding work must be far more difficult in all those counties, is also something of a circular argument, in the absence of evidence of complexity. Meanwhile, neither party has offered convincing testimony for or against the proposition that most of the jobs for which the Union seeks schedule adjustments have close matches in the other counties. Given that both parties are using primarily rural counties as comparables, I conclude that the evidence overall suggests that the responsibilities of some of these positions in the larger counties may be greater, but not by enough of a factor to explain away the majority of what are often quite dramatic pay differences.

The calculation of the difference between each classification affected by the Union's proposal and the average of the comparables, offered by the Union as amended exhibit 21, is therefore entitled to some weight:

Union Exhibit 21, as amended.

	1998 WAGE RANGE TO	COMPARED AVERAGE	MAX. 1999 WAGE (UNION PROP.)	COMPARED TO AVERAGE
EMERGENCY GOV'T DIR / ZONING SEC	9.43 - 11.00	-46%	12.49	-35%
COUNTY BOOKKEEPER/DEP CO CLERK	9.95 - 11.58	-42%	12.85	-28%
JANITOR	7.48 - 8.87	-30%	9.40	-23%
JANITOR-P.T.	7.48 - 8.87	-30%	9.40	-23%
DEPUTY COUNTY CLERK	8.51 - 9.93	-26%	10.77	-16%
LAW ENFORCEMENT ADM. ASSISTANT	9.43 - 11.00	-24%	11.93	-15%
DEPUTY REGISTER OF DEEDS	8.51 - 9.93	-23%	10.77	-14%
DEPUTY CLERK OF COURT I	8.51 - 9.93	-21%	10.48	-15%
DEPUTY REGISTER IN PROBATE	8.51 - 9.93	-21%	10.48	-15%
DEPUTY TREASURER /CLERK ASSISTANT	8.51 - 9.93	-21%	10.77	-12%
EXTENSION-ADMIN. SECRETARY	8.51 - 9.93	-21%	10.77	-12%
PERSONNEL CLERK	10.52- 11.00	-21%	11.93	-12%
HIGHWAY OFFICE ASSISTANT	9.43 - 11.00	-15%	11.33	-12%
EXTENSION-P.T. SECRETARY	8.51 - 9.93	-14%	10.48	-8%
DEPUTY CLERK OF COURT II	9.43 - 11.00	-12%	11.33	-9%
LCD ADM. ASSISTANT	9.43 - 11.00	-11%	11.33	-8%
DEP. TREASURER/SYSTEMS OPERATOR	9.95 - 11.58	-5%	11.93	-2%

Even allowing that there may have been some optimism in the Union's choice of the allegedly comparable jobs, the evidence, taken as a whole, suggests that this is not major. Meanwhile, if the Union proposal is accepted, the remaining margin of wage disadvantage for most of the positions is still substantial (at the maximum of each scale, where incumbents mostly are located.) The same table demonstrates the logic behind the Union's proposal to target those positions which are behind by the largest margin compared to the external comparables. County exhibits 34 to 46 (which the County concedes are inaccurate by 1 penny on all calculations of the Union's proposal, because of a unclear faxed document received from the Union, but which appear to reproduce the effect of the County's offer accurately) show the following rates

respectively. In all cases, rates noted here ignore the effect of a split increase in Clark County, and use only the January 1st, 1999 maximum rate in each classification; subsequent July 1 raises would add another 16 cents per hour in Clark County.

Janitor/Custodian, County offer for 1999, maximum \$9.79, County's listed comparables range from \$10.61 to \$13.89.

Deputy Register in Probate, County 1999 offer maximum \$10.33, County's listed comparables range from \$11.63 to \$13.57.

Deputy Clerk of Court, County 1999 offer for Clerk 1, \$10.33, for Clerk 2, \$11.43, County's listed comparables range from \$11.46 to \$13.70.

Deputy County Clerk, County 1999 offer \$10.33, County's listed comparables range from \$11.63 to \$12.46.

Extension Secretary, County 1999 offer (both full-time and part-time positions) \$10.33, County's listed comparables range from \$11.46 to \$13.59.

Deputy Register of Deeds, County 1999 offer \$10.33, County's listed comparables range from \$11.63 to \$13.70.

Deputy Treasurer/Computer Systems Operator, County 1999 offer for Deputy Treasurer/Clerical Assistant \$10.33; for Deputy Treasurer/Systems Operator \$12.03; lowest of comparables positions is assistant systems operator in Clark County, at \$10.50; higher level assistant systems operators in Clark County range up to \$12.50 at the start of the year, while the first deputy in Clark County begins the year at \$11.63. The other broadly comparable jobs in Jackson and Dunn counties range from \$12.46 to \$17.07.

Personnel (Payroll) Clerk, County's offer \$11.43, County's listed comparables range from \$12.46 to \$14.85.

Emergency Government Director/Zoning Administrative Assistant, County's offer \$11.43, County's listed comparables range from \$11.46 to \$11.98 for Zoning Secretaries, and from \$13.19 to \$19.86 for Emergency Government Director.

Highway Office Assistant, County's offer \$11.43, County's listed comparables range from \$10.64 to \$13.59.

Land Conservation Administrative Assistant, County's offer \$11.43, County's listed comparables range from \$11.46 to \$17.35.

Law Enforcement Administrative Assistant, County's offer \$11.43, County's listed comparables range from \$11.63 to \$16.68.

Bookkeeper, County's offer \$12.03, comparables use accountants at \$17.07 to \$17.29.

In virtually every case, the top rate is in Dunn County, a much more prosperous county which is influenced by proximity to Minneapolis/St. Paul. But even considering only the remaining counties, the County's own calculations show that in most but not all cases, wages in Buffalo County are substantially behind.

Yet among these, the County offer for 1999 is actually higher than the Union proposal by 12 cents for the Janitor/Custodian; 11 cents for the Deputy Clerk of Court 2; 11 cents for the Deputy Treasurer/Systems Operator; 11 cents for the Highway Office Assistant; and 11 cents for the Land Conservation Administrative Assistant. For 2000, the effect is preserved, since each party is proposing a three percent increase and the Employer adds a 10 cent increase to all classifications. Comparing County's exhibits 34 to 46 with Union's exhibit 21, it becomes apparent that even after allowing for some degree of inaccuracy on the Union's part in estimating which position in another county is the most applicable for comparison purposes, the Union's approach has more appropriately targeted wage relief to those classifications which are

the furthest behind. The County's approach improves the relative standing of positions which do not appear to be significantly behind, such as the Highway Office Assistant, while doing relatively little to improve the standing of positions where the wage shortfall is quite dramatic. This is a significant factor in finding the Union's proposal more appropriate.

Meanwhile, the Union's proposal to increase all 1999 rates in scale C by 25 cents in addition to the 3% raise is not logically consistent with the thrust of the Union argument that the raises should be targeted to the positions that were furthest behind. But because of the other impacts of the Union's proposed structure, only three of the seven positions in that scale in 1998 remain there for 1999. County's exhibits 34-46 show that these positions (Extension Part-Time Secretary, Deputy Clerk of Court 1, and Deputy Register in Probate) would remain approximately \$1.00 per hour behind the lowest of the positions cited as external comparables by the County. I accordingly do not find the 25 cents for Scale C unreasonable in its effect.

Turning to an analysis in order of the statutory criteria, the "greatest weight" criterion is not brought into play here, while the "greater weight" criterion cuts both ways, since Buffalo County is both continuing in a somewhat disadvantaged position compared to larger and more prosperous counties, and significantly better off than in many previous years. Under subparagraph 7 r. of the statute, subsections a. and b. are not contested. Under subsection c., the financial ability of the County to meet the cost of either proposal is not contested, while the interests and welfare of the public do not appear to be significantly affected one way or the other, on balance. Under subsection d., the external comparables favor the Union with respect to both the structure and the amount of its proposed wage package. Under subsection e., the internal comparables favor the Union; it appears the Highway bargaining unit, which settled at a wage package comparable to the County's offer, is at least less behind comparable highway units than this unit is behind comparable courthouse units, and the County agreed to substantial wage packages for two other units. And while the County obtained a job bidding language quid pro quo as part of these packages which the Union refused, a Union proposal structured similarly to that here prevailed over a County offer structured similarly to that here in the Human Services Paraprofessionals unit, without the quid pro quo. 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, not a significant factor favoring the County in view of the clear need for catch-up wage increases in this case. 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 substantial cost of the Union's proposal is somewhat lower than that of the Human Services Paraprofessional unit arbitration award, and is below the wage increases for 1999 for both the Human Services Professionals bargaining unit and the Communications/Corrections Officers in the Law Enforcement unit. It is substantially above the percentage agreed upon in the Highway bargaining unit, but that unit appears not to have the wage disparity compared to external comparables which prevails in most of the Courthouse unit. While the across-the-board proposal of the County has some logic behind it, the Union's proposal better targets the positions which are most disadvantaged, while the County would expend some resources on positions whose relative wage standing is not much of a problem. And in view of the size of the catch-up need demonstrated here, the lack of a quid pro quo is not a significant factor. The balance of considerations thus favors the Union's proposal.

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

AWARD

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

Dated at Madison, Wisconsin this 26th day of May, 2000.

By _____
Christopher Honeyman, Arbitrator