BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute between	:	
LA CROSSE COUNTY	:	
and	:	AWARD AND OPINION
LA CROSSE COUNTY EMPLOYEES, LOCAL 2484, WCCME, AFSCME, AFL-CIO	:	

Case No.	LI No. 22552 MED/ARB - 30 Decision No. 16156-A
Hearing Date:	
Mediation	March 23, 1978
Arbitration	May 16, 1978
Appearances:	MR. RAY A. SUNDET, Corporation Counsel;
For the County	MR. K. E. GUTHRIE, Personnel Director
For the Union	MR. ROBERT CHYBOWSKI District Representative
Arbitrator	ROBERT J. MUELLER
Date of Award	July 17, 1978

BACKGROUND

The above named parties being unable to reach a negotiated agreement on a labor contract to succeed the contract that expired on December 31, 1977, reached an impasse as determined by a staff member of the Wisconsin Employment Relations Commission on or about February 20, 1978. The undersigned was thereafter selected by the parties and appointed by the W.E.R.C. to serve as mediator-arbitrator pursuant to the provisions of Section 111.70(4)(CM) of the Wisconsin Statutes. Pursuant to the statutory procedure, a mediation meeting was held on March 23, 1978, after proper notice. No petitions were received on behalf of the public for an open meeting. Mediation proving unsuccessful, the undersigned served written notice on the parties of intent to resolve the unresolved issues by arbitration. Subsequent to such notice the County submitted proposed modifications to its final offer to the Union which offer was not accepted or mutually agreed to by the Union. The matter thereafter came on for hearing before the undersigned.

At such hearing, held at LaCrosse, Wisconsin, on May 16, 1978, all parties were present and were afforded opportunity to present such evidence, exhibits, testimony and arguments as they deemed pertinent in support of their relative positions on each of the unresolved issues. No transcript was taken of the proceedings. The parties filed briefs with the arbitrator, which briefs were exchanged on June 12, 1978.

ISSUES IN DISPUTE

A. Article I - Recognition

Union Proposal:

"Dues Checkoff
"The employer agrees to deduct Union dues, in an amount certified by local 2484 as the current dues, from the first paycheck of each month

from each employees who has signed and appropriately dated an 'authorization for payroll deduction' card supplied by the Union. The aggregate dues deducted by the employer will be forwarded to the Union treasurer within ten (10) days of deduction."

County Proposal:
No proposal for dues checkoff.

B. Article IV - Union Activities

The prior contract contained no provision dealing with the matter of affording employees time off to attend Union activities. This would be a new section to Article IV.

Union Proposal:

"The County agrees to grant reasonable time off without discrimination or loss of rights and without pay to not more than four (4) employees at any one (1) time to attend any official Union activity or vusiness. Total time off under this section shall not exceed six (6) work days per year for any individual employee. Ten (10) days notice will be given to the employer for time taken under this section."

County Proposal:

"4.04 Any employee serving as an officer in the Union shall be limited to no more than forty (40) hours of unpaid leave per calendar year to attend Union seminars, conventions, or other related Union activities. Written request for approval is to be submitted to the appropriate Department Head at least one (1) month in advance of such absence, except in the event that unavoidable circumstances preclude such advance notice, but such notice shall never be less than one (1) week prior to said absence. More than one (1) employee, not be exceed two (2) in a department, may be granted such leave at one time if the absence of said employees does not interfer with the operation of the department, subject to the sole discretion of the Department Head, otherwise permission for such leave shall not be unreasonably withheld by the County."

C. Article XII - Holidays

Union Proposal:

"Section 12.01 be amended to provide that Good Friday be a full day holiday, to be effective in 1979."

County Proposal:

The County proposes a one year contract and therefore proposes no change from the present 8½ holidays.

D. Article XVI - Leave of Absence

Union Proposal:

"Section 16.05 be amended by deleting the last sentence and replacing it with: 'Paid sick leave shall be granted for maternity leave according to Wisconsin State Statutes and rulings by the Wisconsin Department of Industry, Labor and Human Relations.'"

County Proposal:

"Employees having completed their initial probationary period may be granted maternity leave upon written request prior to expected delivery. Commencement of maternity leave shall be predicated on a physician's statement at no cost to the County, certifying that continuance of work shall not jeopardize the health or well being of the mother or unborn child, nor prevent the satisfactory performance of regularly assigned duties. Employees on approved maternity leave

must return within three (3) months after normal delivery; however, the County may require a physician's statement certifying that the employee's condition prohibits performance of regularly assigned duties within said three (3) month period. In the event of an abnormal gestation period, or miscarriage, the maximum three (3) months from date of delivery rule shall prevail. Pregnancy shall not be considered as an illness in qualifying for paid sick leave except that disability resulting from being pregnant, such as complications affecting the employee's health and disability resulting from delivery and a reasonable recovery period thereafter, which are properly certified by the employees physician at no cost to the County."

E. Article XVIII - Insurance

Union Proposal:

"Section 18.01 be amended to provide that the county pay the full cost of the group health insurance, single premium and family premium, to be expressed in a dollar amount, but with the guarantee that the county pick-up any increases in the premium through the duration of the agreement; that the same section be amended to provide that the county shall have the right to choose the carrier of health insurance, but that the employees be guaranteed the same or substantially the same insurance coverage, benefits, and free choice of health care practitioners as prevailed in 1977 for the duration of the new agreement, to be effective 1 January 1978."

County Proposal:

"18.01 All eligible employees under this Agreement shall be provided a group medical, hospital, and major medical plan, carrier of same to be determined by the County, except that the present level of benefits will be maintained for the duration of this Agreement. All credits resulting from such coverage shall accrue to the County. Effective the January 1978 premium, due December 1977, the County will pay up to $85.29 per month for family coverage and up to $30.99 per month for single coverage."

F. Article XX - Travel and Meal Reimbursement

Union Proposal:

"Section 20.01 be amended to provide that any employee required to use a car or truck on county business be reimbursed at a rate of 17¢ per mile for the first 1150 miles in a month and 15¢ per mile thereafter, to be effective 1 January 1978; that employees be reimbursed at the rate of 19¢ per mile for the first 1150 miles in a given month and 17¢ per mile thereafter in a given month, to be effective 1 January 1978."

County Proposal:

"20.01 Employees covered by this Agreement shall receive travel and meal reimbursement in accordance with Paragraph 10.2.1 of the County Ordinance XII."

G. Article XXV - Classification and Pay Grades

The parties have reached agreement on all titles and pay grades with the exception of two positions as follows:

Positions	County Proposal	Union Proposal
License clerk-entry	Add 5¢ adjustment	no adjustment
License clerk-advanced	Add 18¢ adjustment	no adjustment

Wage Increase

Union Proposal:

27¢ per hour across the board increase effective January 1, 1978, and payable to all employees who were on the payroll as of 1-1-78.

28¢ per hour across the board increase effective January 1, 1979.

County Proposal:

23¢ per hour across the board increase retroactive to January 1, 1978, but payable only to those employees who are employed as of the date of ratification (presumed to be the date of this award).

No proposal for 1979.

H. Article XXVII - Duration

Union Proposal:

A two-year contract effective 1-1-78 through 12-31-79.

County Proposal:

A one-year contract effective 1-1-78 through 12-31-78.

DISCUSSION

The arbitrator must adopt the total final offer of one or the other parties, without further modification pursuant to Section 111.70(4) (CM) 6d of the Wisconsin Statutes.

In considering the unresolved issues the arbitrator will consider and give weight to the following factors pursuant to the requirements and factors specified in subsection 7 of said statute.

"a. The lawful authority of the municipal employer.

"b. Stipulations of the parties.

"c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

"d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in provate employment in the same community and in comparable communities.

"e. The average consumer prices for goods and services, commonly known as the cost-of-living.

"f. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

"g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

"h. Such other factors, not confined to the foregoing which are normally or traditionally taken into consideration in the termination 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."

Discussion on Item A - Dues Deduction

The evidence adduced at the hearing revealed that the County had submitted proposed dues checkoff language to the Union as part of its proposal to modify its final offer, which proposed modification was rejected by the Union, and as a result is not a part of the County's offer and cannot therefore be considered as being a part of the County's final proposal. Addressing itself to the Union's proposal, the County contends that their proposed language is inadequate in that it fails to address itself to the problem of those employees who do not have earnings during a deduction period and that it lacks appropriate language for proper administration. The County has not entered any amount of substantial argument with respect to advancing reasons as to why checkoff should not be a part of the contract in any event.

The Union presented substantial evidence tending to show that LaCrosse County was one of the few, if not the only municipal employer with which the Union has contracts which has not granted dues checkoff.

In the judgment of the arbitrator, the Union has made the most persuasive presentation of evidence and argument with respect to this issue and the undersigned would find that dues checkoff should appropriately become a part of the labor contract. With respect to the alleged deficiencies concerning the Union's proposed language, such deficient areas are matters that are susceptible to being mutually resolved without the necessity of specific language being present in such provision. With respect to the effective date thereof, the undersigned notes that the Union's proposed language would seem to call for the first payroll deduction to be made by the Employer following submission of a properly executed authorization for payroll deduction card to the Employer. It would seem that such provision adequately answers the County's concern as to the effective date that any such checkoff provision would be implemented.

Discussion on Item B - Union Activities

The County recites its argument on such Article in its position on its final offer entered as County Exhibit 4 as follows:

> "This Section provides for Union leave under certain regulations and limitations. There has, heretofore, been no provision for an officer of the Union to take leave to attend to Union matters. The County, in recognizing that officers of the Union would, and should, participate in certain Union affairs, feels that there should be: 1) a provision to provide for reasonable leave time; (2) that there should be limitations and a policy governing the procedure in obtaining such leave; and (3) that the County should be protected against the abuse of said leave by limiting the number of people that may be excused from any one department. The responsibility of the County is to see that County employees are available to provide service to the public. To allow this service to be unreasonably interrupted would be an act of derilection by the County. The County feels that its proposal to provide forty (40) hours of unpaid leave per calendar year, is reasonable. It also feels that at least a month's notice is reasonable to have if possible. The County, in its language, has provided that a week's notice at least be given when for unknown reasons, a month may not be possible. The County's proposal to limit that no more than two persons in a single department be absent at one time is predicated on the fact that the absence of two people from a given department could effectively deplete the staff of a given department. Examples of those departments which could be seriously affected would be: (1) Highway Office; (2) County Treasurer; (3) District Attorney Office; (4) Child Support and Paternity; (5) Court Branch I; (6) Court Branch II; (7) Circuit Court; (8) Clerk of Courts; (9) Guidance Clinic. The Union's proposal does not address the problem that could be created by the absence of employees on a departmental basis.

The Union responds to such issue at page 8 of its brief as follows:

"The Union's position regarding union business leave is reasonable and certainly will not adversely affect courthouse operations. There are narrow limits to the number of people to be on such leave at one time; there are limits to the amount of such leave an individual can take; and ten days notice must be given before such leave can be taken, giving the employer ample time to plan, if necessary, for the employee's absence. It is unlikely that many employees will take advantage of such a provision because the leave time is not paid for. We are not aware of any employees form this bargaining unit who have taken union business leave in the past, even though the County has allowed other employees in its other units to take unpaid union business leave. It is the County who broached this issue by proposing unfairly restrictive language; heretofore no such provision has been in the labor agreements."

Provisions affording employees time off to attent Union activities or business are not uncommon in labor contracts. The distinguishing differences in the proposals of the two parties herein is basically in two areas. The County's proposal would afford the opportunity for time off to be taken only by Union officers. The Union's proposal would grant such right to any employee. The second basic difference is the lack of specific safeguards exercisable by the Employer to limit the number of employees or the specific employees who may be off at any given time based on operational needs of the Employer. The Union's proposal contains no such type restrictions while the Employer's proposal does contain safeguards as to that consideration.

On its face and from a literal standpoint, it would seem that the Employer's proposal would be the more reasonable as it relates to the specification of safeguards and consideration for the uninterrupted operation of the Employer's business. Limiting the opportunity for such type leaves only to Union officers, however, is very limited and the Union's proposal to afford such opportunity to all employees would seem to be the more reasonable.

Adoption of the Union's proposal would require that the Union acknowledge an intent to utilize such provision in good faith and in recognition of the expressed concerns advanced by the Employer that its utilization should not be such so as to adversely affect or frustrate the efficient and proper operation of the Employer's business. The Employer's concerns with respect to those considerations have a basis only if one assumes that employees and the Union will exercise such options without giving due consideration or regard to the Employer's interests. In the absence of some indication to the contrary, one should reasonably assume that the Union and employees would not take advantage of such provision and exercise bad faith usage thereof in disregard to such legitimate considerations.

It is the considered judgment of the undersigned, that only slight preference prevails in favor of the County's proposal on this issue and that basically the proposal of each party is reasonable if one presumes good faith usage by the Union and employees and the recognition by them of the Employer's operational concerns.

Discussion on Item C - Holidays

The County presently affords eight and one-half paid holidays to County employees. The only item of evidence making a comparison between other public Employers with respect to the number of holidays afforded employees consisted of a survey of 11 Wisconsin counties of comparable population as shown by Union Exhibit No. 5. Such exhibit revealed that of the 11 counties surveyed one county afforded seven paid holidays as the lowest number and one county afforded 11 paid holidays as the highest number of holidays afforded. The mean average of the 11 counties revealed an average of slightly in excess of nine holidays.

County's Exhibit No. 5 computed the cost of such additional one-half holiday at a value of .19 cents per hour.

From the data furnished by the parties on this issue, it would appear that the addition of a one-half holiday would be warranted on the basis of the average of the number of holidays granted by the 11 surveyed counties. The cost of such

additional one-half holiday will be considered in conjunction with the other monetary cost items reflected in the parties' proposals later in the discussion section of this award.

Discussion on Item D - Leave of Absence

With respect to the leave of absence issue involving that portion dealing with maternity leave, the Union sets forth its position at pages 7 and 8 of its post-hearing brief as follows:

> "The maternity leave issue has troubled negotiations between the parties from the start. While the Union is not opposed in principle to specifying the policy in the agreement, we insist that established policy conform clearly with state statutes. The County's present proposal is confusing. The syntax of the sentence in question suggests that a woman has to be disabled by a complication of pregnancy before she could use earned sick leave. We believe this to be contrary to state law as it is presently enforced (See Union exhibit 24). The Union's position is more reasonable because even if the County did not have to bargain with a union, it would still have to abide by state statutes and decisions of the Department of Industry, Labor and Human Relations."

The County states its position on the maternity leave issue under Item No. 3 found in County Exhibit No. 4 as follows:

> "The County has modified its original proposal on this matter, however, the intent is the same. The County's proposal specifically provides for payment of sick leave for disabilities arising from pregnancy. The County's proposal would prohibit payment of sick leave if the employee were only taking the leave to essentially care for the new-born child, or preparations for delivery. It is the County's interpretation of recent Supreme Court rulings and the intent of the Department of Industry and Human Relations are to provide that pregnancies which create a disability be treated as sick leave. The Union's proposal provides for an autonomous agency from either the County or the Union in making determinations of whether sick leave would be payable. This would seem to create serious delays in administration and in addition would forever bar the County, if it should so elect, to appeal any ruling. It is apparent that the Union intends that a female employee be granted sick leave to tend to a child or prepare for delivery without regard to any disability. Male employees would not be afforded such privilege and therefore that act in itself would be discrimination against male employees."

It appears that the basis of the dispute between the parties on this issue arises primarily out of their inability to agree upon precise language that would reflect the state of the law with respect to maternity leave. On or about February 1, 1978, the Union representative received a written answer to an inquiry concerning maternity leave from the Equal Rights Division of the Wisconsin Department of Industry, Labor and Human Relations, which interpretive response stated as follows:

> "In reply to our telephone conversation on January 27, 1978, I have enclosed a copy of the Ray-O-Vac decision that we discussed.
>
> "I would like to clearly point out that the Ray-O-Vac decision is based on Wisconsin Law and the decision is from the Wisconsin Supreme Court.
>
> "Gilbert vs G. E. is out of the Federal Supreme Court and is an interpretation of Title VII of the Federal Civil Rights Act.
>
> "The position of our department is that we are enforcing the Wisconsin Law in regards to maternity benefits requiring that the employer treat maternity the same as any other temporary disability.

"This means primarily that the temporary disability is for childbearing and not for child rearing and that the employe can only be considered having a temporary disability during the period of time that the doctor would certify that she is unable to perform the duties of the job.

"It does not go to the point of the worman staying home for a period of time before or after when she is capable of performing the job.

"Presently DILHR is processing all maternity cases under the Ray-O-Vac decision and requiring employers to treat them the same as any other temporary disability.

"It would appear that any contract negotiated contrary to the Wisconsin Law would be in direct violation of this decision. I hope I have answered your questions and if I can be of any further assistance, please feel free to contact me."

It appears to the undersigned that the Union's primary concern with the County's proposed language involves the use of the word "complication". The Union appears to interpret the County's proposed language as meaning that leave would be paid only when an employee is unable to work due to a complication involving a pregnancy. They presumably interpret such language to mean that a normal pregnancy would not qualify. It would appear from a literal reading of the interpretive letter from the Equal Rights Division that the interpretation being applied by such Division is that a normal pregnancy does entail a temporary disability as such, such temporary disability being that time required for childbearing as certified by a doctor with respect to such childbearing period during which an employee is unable to perform the duties of the job. In that respect, it would appear that the County's terminology does create some ambiguity and a question of concern.

While this arbitrator is in agreement with the Company's contention that it is desirable for both the Employer and the employees to have the labor contract contain language that is as specific as possible with respect to such type matter, so that all parties may be more easily aware of what their rights and obligations are, it appears that they have been unable to arrive at that point on this issue.

It would seem that even if the County's proposed language on this issue were incorporated into the contract, that such language would of necessity require an interpretation that would be in compliance with Wisconsin law. The County's language, however, is on its face, subject to an interpretation that would seem to be somewhat more limited and restrictive than what the present Wisconsin law appears to be.

The Union's proposal which refers the application under such provision to the Equal Rights Division itself, would leave employees uninformed insofar as their ability to determine their rights from the labor contract itself.

In summary, the undersigned is of the judgment that both proposals are somewhat deficient and therefore no preference is attached by the undersigned to either proposal.

Discussion on Item E - Insurance

The Union relates its position on this issue on page 7 of its brief as follows:

"Regarding the health insurance issue, the parties are not far apart. The differences concern language and the duration of the agreement. Quite reasonably, the Union wants a clear guarantee that the same features of the present insurance plan will prevail throughout the life of the contract. There is no dispute about stating the premium paid in a dollar amount, but we obviously cannot do that for next year because we don't know what the premiums will then. Apropos here is the County's own statement regarding the

predicted cost of health insurance: 'The County feels that there is unlikely to be any major increase in premium in 1979, in fact, no increase is anticipated at this time for 1979.' (County exhibit 4, p.2)"

The County addresses such issue in its brief as follows:

"The Union's argument relative to choice of practioner is confusing to the County. The County has attached a copy of the Group Health Insurance Benefits booklet for all County employees as provided by our carrier. On page 3 thereof, last paragraph which states, "professional Services" means services rendered by a licensed physician of the participant's choice..." (Emphasis added). Whereby the County's language provides for the same level of benefits, the Union's purported fear is unfounded."

In addition, in Company Exhibit No. 4, the County points out that their proposal to pay the full premium for 1978 represents an average value of 3 cents an hour for all employees and represents an approximate .91 percent increase to the average employee, which amount should be considered in conjunction with the other economic proposals in evaluating the total cost and proposal involved in this case.

The arbitrator can find no basic substantial difference between the parties' proposals with respect to its application to the type of coverage and the right to change. Where the Union refers to maintaining substantially the same coverage, such wording is desirable, inasmuch as it is rarely possible to obtain identical coverage in every respect between two carriers. There is almost always some differences and by use of such word, a greater flexibility is provided in the event that a change of carriers is found to be desirable. The principal difference appears to be found in the Union's proposal that would specifically provide that any increases in the premium payment that may be imposed during the second year of the two-year proposed agreement by the Union, to be paid for by the Employer. Under the County's proposal, that question is left open and in the event a two-year agreement is awarded, and an insurance premium increase is implemented during the term of the agreement, the specified dollar contribution to be paid by the Employer would presumably prevail and the employees would then be required to pick up the amount of increased premium.

The County is correct in pointing out that the Union's final proposal deals merely with principles that are desired to be included in such contractual provision and that the Union has not proposed specific language in that respect. As such, there is possibility that the parties may become involved in some dispute as to the exact language to be contained in such provision in the event the Union's final offer is adopted. It would certainly be more desirable for purposes of this proceeding, if the Union would have presented a specific provision on such issue. The expressed propositions contained in their final proposal, however, would appear to be sufficient to afford a basis upon which the parties could work out specific language therefrom in the event the award does adopt the Union's proposal.

The monetary impact of this issue will hereafter be considered in conjunction with the other monetary matters and the evaluation of the total package as a whole.

Discussion in Item F - Travel and Meal Reimbursement

The Union addresses itself to this issue at page 8 of its brief as follows:

"The mileage reimbursement issue is not significant. Since it is a mandatory subject of collective bargaining, and since automobile operating costs are climbing rapidly, the Union naturally wants the rate of reimbursement to be in the labor agreement instead of something unilaterally established by County ordinance. At present there is no significant difference between the Union proposal and the rate provided by County ordinance. (County exhibit 4, p. 2)"

The County's response on such issue is found at page 6 of its brief as follows:

"The Union's persistance on the issue of travel reimbursement appear to be obstructionism. We fail to comprehend their position. Item 5 of the County's Exhibit 4 points out clearly they have enjoyed the increased mileage rate for the first 1,150 miles per month since January 1, 1978. The rate after 1,150 miles is academic, since realistically it is rare that any employee in this Unit exceeds that limit. We feel that the Arbitrator cannot fail to see that the County's language as shown in Exhibit 2, Section 20.01 provides a fair and consistent policy for all County employees. We emphasize that the State rate is 15½ cents per mile, while the County has been paying 17¢ a mile since 1/1/78."

The Union advanced no persuasive argument in justification of increasing the mileage payment for the second year of their proposed contract to 19¢ per mile in this proceedings. In the judgment of the undersigned, leaving such matter to the amount provided by County ordinance would insure that all County employees would be compensated at the same level of reimbursement. Such result is clearly desirable and the arbitrator finds that on this issue, the County's position should be preferred.

Discussion on Item G - Classification and Pay Grades

County Exhibit No. 5 indicates the breakdown of readjustments to certain classifications that have been agreed upon by the parties. Such matters, while not at issue in this case, are relevant for consideration inasmuch as they do involve an increase expenditure to the County and an increase to the hourly rate of pay to those employees affected. While such adjustments may also be viewed as being merely corrections to correct inequities that exist with respect to those classifications, and that therefore they should not be considered as part of the total package, they nevertheless constitute an expenditure by the County, and in the judgment of the undersigned, are entitled to certain minimal consideration. Such adjustments as shown by County Exhibit No. 5 are as follows:

"Janitor	4 up additional 4¢ per hour
. . .	
Lead Bldg. Maint. Wkr.	1 up additional 23¢ per hour
Engineering Aide, Advanced	1 up additional 5¢ per hour
Tax Map Drafter	1 up additional 5¢ per hour
Income Maint. Worker	6 up additional 18¢ per hour
Community Health Aide	3 up additional 22¢ per hour
	1 up additional 24¢ per hour"

In addition thereto, the County has proposed to raise the license clerk, entry classification, involving two employees by increasing such rate an additional 5¢ per hour and by increasing the license clerk, advanced classification, involving two employees an additional 18¢ per hour. Such proposed readjustments have been rejected by the Union and are not included in the Union's final proposal.

Turning next to the most critical portion of the comparative analysis involved in this case, that of wage increases, the evidence reveals that the County employs approximately 107 employees in the subject bargaining unit. The current average hourly rate of all employees in the unit is $3.427 per hour. In County's Exhibit No. 5, the Employer computes the percentage increase of the County's and Union's proposal, including a cost for the above referred to wage adjustments for the 1978 period as follows:

"County

	Annual Cost	%
23¢ an hour A/C/B	47,990	6.71
Wage adjustments	6,076	.85
	$54,066	7.56%

"Union

	Annual Cost	%
27¢ @ Hr. A/C/B	56,336	7.88
Wage adjustments	4,282	.60
	$60,618	8.48%

In such exhibit, the County also added into their computation a percentage input for Wisconsin Retirement Fund increased costs, increased costs of insurance, and the roll up cost of the Retirement Fund and Social Security. Under such total cost type computation, the County concludes that the gross percentage cost of the County's proposal for 1978 would be 10.27% whereas the total gross cost of the Union proposal would be 11.35%.

The Union strenuously objects to consideration of the roll up costs and other fringe benefit improvement costs for the purpose of making a meanful comparison to the wage rates per se. They contend that all other employers also are faced with such additional roll up costs and that any comparison which includes such roll up costs as to this case should be compared to other areas which also include the roll up costs.

The Union submitted Union Exhibit 4 which purports to list the minimum and maximum rates paid for three selected classified jobs of Case Aide II, Typist II, and Clerk II in 11 Wisconsin counties which the Union contends is the most comparable based on the fact that they possess comparable levels of population.

Referring to such exhibit reveals that the average rate for Typist II at the maximum rate for the 11 surveyed counties yields a figure of $3.75 per hour compared to the top Typist II rate at LaCrosse of $3.11 per hour. Without performing a mathematical computation, such exhibit indicates that the Clerk II rate is similar or relatively close to that of the Typist II in a number of the surveyed counties. As such, it would appear that the average rate for Clerk II in the other counties would be in the same vicinity of $3.75 per hour as the actual computation reveals for Typist II. The top Clerk II rate at LaCrosse, with the exception of what appears to be one or more individuals who are red-circled at a higher rate, is $3.36 per hour. The same relative differential exists when one compares the Case Aide II rates of the 11 counties to that of LaCrosse.

The County contends that the subject counties that are contained in the Union's comparative analysis involves essentially eastern industrialized counties and that the arbitrator should specifically take such factor into consideration. This arbitrator is of the judgment that such contention contains merit and that such factor should be considered and recognized as being a probable basis for an existing differential to some degree. Some of the counties utilized by the Union, however, are as rural as their makeup as is LaCrosse County. That fact also must be taken into consideration in an overall view of such statistical differential.

In setting forth a comparative computation, the undersigned would exclude the normal roll ups that follow any settlement and would compute only those items which constituted monetary improvements over those existing wage and fringe benefit areas for the purpose of arriving at a gross percentage increase. Utilizing the value data contained in the various exhibits of both the Union and County, the arbitrator would compute the gross percentage cost, excluding roll ups, of each of the proposals for the year 1978 as follows:

	County Offer	Union Offer
Wages	23¢	27¢
WRF	1.7¢ (½ of 1% increase)	1.7¢
Insurance	3¢	3¢
Adjustments	3¢	3¢
	30.7¢ = 8.95%	34.7¢= 10.1%

The Union presented into evidence Union Exhibit 6, purporting to contain the terms of a contract settlement between the City of LaCrosse and a unit of its employees which included clerical, street department, park department, water department, plant and sewage treatment plant employees. Such exhibit reveals that a two-year agreement had been reached involving such employees for the years 1978 and 1979 which included improvements in the health insurance payment by the Employer, and wage increases of 40¢ per hour effective 1/1/78, 10¢ per hour increase on 7/1/78, and 55¢ per hour effective 1/1/79. Such exhibit further reveals that a Clerk-Typist II would receive $4.30 per hour effective 1/1/78, $4.40 per hour effective 7/1/78, and $4.95 per hour effective 1/1/79.

Union Exhibit 7, entered by the Union, purported to be a settlement between the LaCrosse School District and the Union involving secretarial employees and comprised a 17¢ per hour increase effective 1/1/78, 33¢ per hour increase effective 7/1/78, and 10¢ per hour effective 1/1/79, with such agreement being an 18 month agreement. The Clerk-Typist classification rates with such increases would be 3.74, $4.07, and $4.17 per hour respectively.

The Union also entered Union Exhibit No. 8 containing data involving secretarial employees working for the State of Wisconsin in the LaCrosse area, which exhibit indicated that Typist II and Clerk II classified employees, in pay range 3, were paid effective 8/14/77 between the miminum and maximum range of $3.62 per hour to $4.56 per hour. Effective 7/3/78 the miminum rate was $4.04 per hour and the maximum rate $4.98 per hour.

The County entered as County Exhibit 15 what purported to be a tentative agreement reached between the LaCrosse County and the Traffic Police and Deputy Sheriff's Association. The County computes the percentage cost of such tentative settlement utilizing the wage settlement, WRF, insurance improvement, and holiday improvement as constituting a 9.28% gross increase. The arbitrator has recomputed such County computation utilizing the same foremat as above set forth in calculating the gross percentage increase of the County and Union proposal so as to exclude the Wisconsin Retirement Fund roll up involving the one-half percent additional contribution of the employees' share and arrives at a gross percentage increase of that settlement of 8.68%. The arbitrator also notes from such data that the cent per hour increase granted to the Traffic Police and Deputy Sheriff's unit would be in the approximate amount of 35¢ per hour.

Discussion of many of the additional arguments and data submitted by both parties is omitted herein in the interest of brevity, which the undersigned has already gone beyond. Such other data and arguments as was advanced and presented by both parties has been carefully considered along with the above recited facts and data and on the basis of a full consideration of all information submitted and with reference to the factors specified by the Wisconsin Statutes from which the arbitrator should evaluate the matters, the undersigned is of the considered judgment that the Union's proposal is the more reasonable. That conclusion is predicated, although not exclusively, upon the comparison of the level of pay at LaCrosse County compared to other comparable counties, giving nevertheless, some credit for the fact that the majority of such other counties are more industralized. Additionally, the rates in comparable positions and the levels of settlement in such comparable positions in the immediate area such as the City of LaCrosse, the School District, and the State, clearly indicate to the undersigned that the level of pay of such comparable employees for the County is low in comparison. It is on the basis of such comparisons, that the undersigned reaches a conclusion that justifiable reason has been shown to provide impetus to the granting of a slightly higher increase so as to effect a catch up and progression toward a more comparable relationship.

While the County presented evidence indicating that the trend of settlements in various other settlements throughout the State have been in the range of 7%, such documentary evidence does not indicate whether such settlement involves only the wage factor or whether or not additional fringe benefit improvements have been granted that would raise such settlement trend to a higher percentage were fringe benefit improvements taken into consideration. Even if such data were accepted as being the gross settlement amount, the catch up consideration is deemed to be of worthy consideration.

With respect to the second year of the Union's proposal, the Union has proposed an across-the-board increase of 28¢ per hour and the additional one-half holiday. According to the County's computation of such proposal, it would amount to a 7.72% increase for 1979. In the judgment of the undersigned, such level of increase is reasonable under all the data and information presented into the record and specifically it is reasonable when one considers the cost-of-living as it has developed over the past year and during the pendency of this mediation/arbitration process.

With respect to the cost-of-living consideration, both parties made substantial argument with respect thereto, with the Union placing emphasis on the substantial increase in the cost-of-living based on the National Consumer Index and on the argument that the wage levels of the employees have not kept pace with inflation and that in real spendable dollars, they have fallen behind.

The County took a slightly different approach and entered Exhibits tending to show that the actual cost-of-living applicable to the LaCrosse area was slightly below the national average and the average for other Wisconsin cities intending to show that the real spendable wages of the County employees has, in fact, kept up and surpassed the cost-of-living and that County employees have not suffered a loss of buying power as a result of inflation in the LaCrosse area.

Both approaches and arguments by both parties are based on supportive data and are validly advanced. The undersigned does find that the cost of living has risen substantially over the applicable period under consideration and that the prospects and predictions clearly indicate that the cost of living will continue to increase at a fairly rapid rate. Based on such findings, the undersigned would find that the cost of living consideration has but very slight favorability in favor of the Union's proposal.

Discussion on - Duration

The issue involving the duration of the contract does not appear to be a substantially critical issue between the parties. In its attempt to submit a modification to its final offer, the County did propose a second year contract and did submit a wage proposal thereon. The County's wage proposal was somewhat less than what the Union is herein requesting.

The Union has advanced the argument in favor of a two-year agreement that the cost of the mediation/arbitration process is substantial and that it is time consuming to the extent that by the time one reaches resolution under the statutory process, one is almost immediately faced with commencing negotiations on the next contract. It appears to the undersigned that such argument contains merit which points out cost-saving features that would inure to both the Employer and the Union. While the wage proposal of the Union is slightly higher than the County may have seen fit to offer, as above stated, it is not unreasonable and, in fact, the undersigned has found it to be reasonable and, in fact, as the evidence indicates the level of the Union's proposal is somewhat less than other comparable employees have already settled for in the LaCrosse area.

SUMMARY

The undersigned has reviewed and evaluated each and every one of the specific issues and considered the factors expressed in the Wisconsin Statutes with respect thereto. From a sifting and balancing of the total package of each party in this case, it is the considered judgment of the undersigned that the Union's proposal is the more reasonable and that it should therefore be incorporated into and made a part of the parties' agreement for the two-year term of January 1, 1978 through December 31, 1979.

On the basis of the above facts and discussion thereon, it therefore follows that the undersigned renders the following decision and

AWARD

That the final offer of the Union is found to be the more reasonable and is awarded and the parties are directed to implement the Union's final offer as and for the terms of the successor two-year agreement.

Dated at Madison, Wisconsin, this 14th day of July, 1978.

Robert J. Mueller /s/
Robert J. Mueller
Arbitrator