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ARBITRATION AWARD
STATE OF WISCONSIN

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

 In the Matter of the Arbitration between :
 :
 GENERAL DRIVERS AND HELPERS UNION, LOCAL 662 :
 :
 and : Re: Case LVIII
 : No. 22756
 : MED/ARB-66
 CHIPPEWA COUNTY : Decision No.
 ----- 16447-A

APPEARANCES

For the Union, General Drivers and Helpers Union, Local 662, Alan M. Levy, Esq., Goldberg, Previant & Uelmen, S.C., 788 North Jefferson Street, Milwaukee, Wisconsin.

For the Employer, Chippewa County, Thomas J. Graham, Jr., Esq., Carroll, Parroni, Postlewaite & Anderson, S.C., 419 South Barstow Street, Eau Claire, Wisconsin.

The petition in this matter was filed by the Union on March 6, 1978. It alleged that an impasse existed between the Union and the Employer in negotiations over a renewal of their agreement that expired by its terms on December 31, 1977. The parties had commenced bargaining for a renewal on September 20, 1977. Following submission of the petition the parties notified the Wisconsin Employment Relations Commission that they waived investigation and further mediation. They exchanged final offers and submitted them on June 23, 1978. The Commission issued an order requiring mediation/arbitration on July 3 and notified the undersigned that he had been appointed mediator/arbitrator on July 24, 1978. A meeting of the parties was thereafter set for August 25 in the Court House in Chippewa Falls. At that meeting the attorneys for the parties stipulated that mediation had not been successful and waived preliminary notice of a hearing. Thereupon the arbitration hearing was held. The parties had opportunities to present witnesses and written evidence. A transcript was taken but was not delivered to the arbitrator until November 6. The attorneys made oral arguments on the record. The award here is based upon the transcript and the exhibits introduced at the hearing.

THE ISSUES

The final offer of the Union follows:

1. Effective and retroactive to January 1, 1978, a seven and one-half (7½) percent increase for all employees with a minimum of forty (40¢) cents per hour.
2. Employees shall receive two hundred (\$200) dollars per month Car Allowance.

Employees that are paid by the mile shall receive fifteen (15¢) cents per mile for all miles driven on Company business.

3. Four (4) weeks after ten (10) years of service.

The final offer of the Employer follows:

1. Seven (7%) percent increase in wages, on the average for each Appendix, for all employees in this bargaining unit.
2. A car allowance of Two Hundred Dollars and 00/100 (\$200.00) for all five (5) traffic officers and a car allowance of One Hundred Seventy-five Dollars and 00/100 (\$175.00) for all other employees currently receiving car allowances.
3. Payment of wage increase for 1978 to date, by separate check.

SUPPORTING EVIDENCE

The Union supports its position with a comparison of salaries, car allowances, and vacation benefits taken from collective bargaining agreements in four contiguous counties: Eau Claire, Dunn, Clark, and Rusk. (The other contiguous counties are Barron and Taylor.) The salary comparisons are fragmentary and deal only in job titles and hourly rates. There was no attempt to compare duties of the jobs listed, and in some cases the jobs in other counties listed for comparisons did not appear to be classifications that are in this unit. The car allowance comparisons and the vacation comparisons were puzzling to the arbitrator, since they did not appear to support the Union's position.

It appeared to the arbitrator that the Union's principal contention was that the Employer had recently granted an 8 per cent increase to the supervisory and administrative personnel, department heads, elected officials, and other "non-union represented personnel" employed by the County. There was testimony concerning the duties of certain public health nurses who are the "non-union represented personnel." The issue was a difference of view between the parties as to whether their duties were principally supervisory or not. It was the Union's contention that very little of their time was spent in supervising a small number of home health aides, while the Employer viewed their duties as principally supervisory and therefore properly warranting inclusion in the group of supervisors who received the 8 per cent increase.

The Union argues that its proposal of a minimum increase of \$.40 per hour would provide an adequate increase for members of the unit who are paid the least. These are generally members of the courthouse and clerical workers in the unit. The 7½ per cent would also provide an adequate increase for higher paid members of the unit who are principally professionals in the Department of Social Services. Thus the differentials would be substantially maintained. The Union argues that the Employer proposal would tend to diminish differentials because the percentage proposal of the Employer is proposed to be apportioned in dollar amounts among groups of employees in the unit instead of by application of the percentage to individual rates.

The Union argues also that the Employer has granted 38 cents per hour to employees in a health care unit represented by AFSCME. It is the Union's view that those employees are roughly comparable to the courthouse and clerical worker classifications in this unit and that a 40 cents per hour increase here is not much different.

The Union's proposal on car allowance would raise the monthly allowance from \$160 to \$200 and would provide a mileage allowance of 15 cents per mile for employees paid in this fashion for all miles driven on County business. The Union argues that the increase in the monthly allowance applies to

only two or three employees in the unit, that these employees do not drive very much, and that therefore they should receive a higher allowance. Otherwise they should be put on a cents per mile basis.

On vacations the Union simply argues that it is time to liberalize the amount and that those who now qualify for four weeks of vacation after fifteen years should qualify after ten years of employment.

The Employer's 7 per cent proposal "on the average" is calculated out at 25 cents per hour for the 54 courthouse and clerical workers, 38 cents for the single employee in the District Attorney's office, and 48 cents per hour for 13 employees in the Department of Social Services. Although the Employer did not demonstrate exactly how these figures had been arrived at, they appear to represent the application of 7 per cent to the average of all rates in each of the groups of employees named above within the unit. The Employer points out that 7 per cent is slightly above the rise in the cost of living between January, 1977 and January, 1978, a figure calculated by the Employer to be 6.61 per cent.

The Employer also had calculated the actual percentage increases that would apply to the rates for employees in the courthouse and clerical unit when a minimum of 40 cents per hour in the Union's offer was added. These ranged from 8 to 13.4 per cent and in no case was the increase as low as the 7.5 per cent specified. It is the Employer's view that the Union proposal results in unreasonably high percentage increases for the lower paid employees and that the cents per hour increases totaling 7 per cent on the overall constitute an adequate increase. The Employer asserts that the Union's proposal of a 7½ per cent increase is misleading since only 13 of the 68 employees in the unit would get as little as 7½ per cent in increases.

The Employer also introduced a table comparing settlements on wages and the level of various benefits for courthouse and clerical employees in the following counties: Trempeleau, Polk, St. Croix, Pierce, Portage, Douglas, Dunn, and Eau Claire. The settlements on wages were purported to be generally more modest than what is being offered by the Employer in this case, although in two counties, St. Croix and Eau Claire, the settlements were said to have been 7.4 per cent and 7.8 per cent respectively. In all cases vacation benefits were more modest than the Union's proposal and generally appeared to be about the same as the present vacation benefit in Chippewa County. Although Dunn and Eau Claire Counties are contiguous with Chippewa County, none of the others used by the Employer is contiguous. There were no data from the other contiguous counties of Rusk, Taylor, Clark, and Barron. None of the counties with which the Employer made comparisons was purported to pay any car allowance.

OPINION

After examining the final proposals closely, the surprising thing about this dispute is that although the salary proposals are expressed and argued by the parties one way, their effects, if they were adopted, would be different. The Union argues that it is proposing a percentage increase so as not to narrow the differentials. But by placing a minimum of 40 cents on the increase for most of the employees in the unit, the actual effect would be to narrow the differentials slightly between the highest and lowest classifications, that is, slightly more than would the Employer's proposal. In effect, as the Employer points out, the Union is proposing increases of 8 to 13.4 per cent for 53 of the 68 employees in the unit. The Employer, on the other hand, expresses its proposed increases in cents per hour in differing amounts among the three groups (courthouse & clerical, Department of Social Services, and District Attorney's

office) so as to total 7 per cent. But actually the Employer would achieve a slightly greater extension of the differential between lowest and highest rate than would be achieved by application of the Union's proposed increase. (The Union's proposal would add \$.40 to the lowest rate of \$2.99, making it \$3.39, and would add \$.625 to the highest rate of \$8.33, making it \$8.955. The spread between \$2.99 and \$8.33 is \$5.34. The spread between \$3.39 and \$8.955 is \$5.565. The Employer's proposal would increase the lowest rate to \$3.24 and the highest rate to \$8.81, a difference of \$5.57. Another way to express this is to calculate a ratio between highest and lowest rates. That ratio in 1977 was 2.79 ($\$8.33 \div \2.99). The Union's proposed salary increase would lower the ratio to 2.64 ($\$8.955 \div \3.39). The Employer's proposed increase would lower the ratio only to 2.72 ($\$8.81 \div \3.24). Thus the Employer's proposal, despite the Union's contrary characterization of it (Transcript, page 9), would narrow the differentials less than the Union's proposal.

The evidence did not include data showing the numbers of employees in each classification, and therefore it is not possible for me to calculate the actual percentage of the Union's proposed increase. A simple average of the percentage rate increases for the 50 classifications listed in Appendix A of the agreement covering courthouse and clerical workers and the 10 classifications listed in Appendices B and E in the Department of Social Services and District Attorney's office yields a figure of 10.4 per cent. While this is not a precise estimate of the actual Union wage proposal, it is not far off. Thus I am confident that the choice is between an approximate 7 per cent increase and an approximate 10.4 per cent increase.

If the Union had made a case for an inequity increase based upon comparisons with other counties, I would have no particular trouble in choosing the Union offer, since it is not unreasonably high. But in my opinion the only valid case the Union was able to make was a comparison with the 8 per cent granted by the Employer to its supervisory, administrative, elected officials and "non-represented" employees. That figure is closer to the Employer's proposal than it is to the Union's proposal. In addition, the Union did not present any useful support of its other two proposals for vacations and car allowance. I have considered the factors listed in the statute in considering my award. The only ones that appear appropriate in this dispute and the only ones that the parties implied were pertinent were the following:

- 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 and with other employees generally in public employment in the same community and in comparable communities and in private 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.

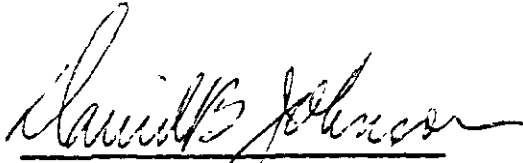
In terms of applying these criteria to the evidence presented by the two sides, it is my opinion that the Employer's case is better supported. If this were a traditional type of interest arbitration, I would be inclined to improve the Employer's

proposal in the award. But that option is not open to me.
I therefore make the following

AWARD

The Employer's final offer is adopted as the award in
this proceeding.

Dated: December 6, 1978
at Madison, Wisconsin

Signed: 
David B. Johnson
Mediator/Arbitrator