STATE OF WISCONSIN

BEFORE THE ARBITRATOR

In the Matter of the Petition of	Case LV No. 25548 MED/ARB-573 Decision No. 17661-A
WISCONSIN COUNCIL OF COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL NO. 40, AFSCME, AFL-CIO, and its Local Unions Nos. 1365, 2490, and 2494	Case LVI No. 25576 MED/ARB-585 Decision No. 17662-A
To Initiate Mediation-Arbitration Between Said Petitioner and	Case LVII No. 25577 MED/ARB-586 Decision No. 17658-A
WAUKESHA COUNTY	

Appearances:

Lawton & Cates, Attorneys at Law, by Mr. Bruce F. Ehlke, and Mr. Richard Abelson, District Representative, AFSCME, appearing on behalf of the Union.

Michael, Best & Friedrich, Attorneys at Law, by Messrs. Marshall R. Berkoff and Myron L. Cauble, Jr., appearing on behalf of the Employer.

ARBITRATION AWARD:

On April 10, 1980, the undersigned was appointed by the Wisconsin Employment Relations Commission as Mediator-Arbitrator in the above entitled matter, pursuant to Section 111.70 (4)(cm) 6.b. of the Municipal Employment Relations Act, in the matter of a dispute existing between Wisconsin Council of County and Municipal Employees, Council No. 40, AFSCME, AFL-CIO, and its Local Unions Nos. 1365, 2490 and 2494, referred to herein as the Union, and Waukesha County, referred to herein as the Employer. Pursuant to the statutory responsibilities, the undersigned conducted mediation between the Union and the Employer on May 28, 1980, over matters which were in dispute between the parties as they were set forth in their final offers filed with the Wisconsin Employment Relations Commission. During the course of the mediation phase of the proceedings the parties agreed to terms which resolved certain issues that had been in dispute between them, however, all issues were not resolved, and at the conclusion of the mediation phase of the proceedings the parties filed amended final offers with the Mediator-Arbitrator, with the consent of the opposing party. Additionally, at the conclusion of the proceedings of May 28, 1980, the parties on May 29, 1980, executed a waiver of the statutory requirements found at 111.70 (4)(cm) 6.c. which require the Mediator-Arbitrator to provide written notification to the parties and the Commission of his intent to resolve the dispute by final and binding arbitration, and to establish times within which either party might withdraw his final offer.

Arbitration proceedings were conducted on July 10, 1980, and September 17, 1980, at which time the parties were present and given full opportunity to present evidence and argument with respect to their amended final offers. The proceedings were transcribed, and briefs and reply briefs were filed by the parties. Final briefs were exchanged by the Arbitrator on December 12, 1980.

THE ISSUES:

Four issues survive in the amended final offers filed by the parties on May 29, 1980. They are: mileage, time for negotiations, reclassifications, and wages. In its amended final offer the Union dropped its proposal with respect

to time for negotiations, whereas the Employer renewed his proposal with respect to time for negotiations as set forth in the Employer's final offer filed with the Wisconsin Employment Relations Commission, and modified in his amended final offer of May 29, 1980, to add: "Any meetings held for the purpose of presenting initial bargaining proposals shall be open to the public." At hearing neither party presented evidence with respect to their positions on time for negotiations, nor was any argument made with respect thereto. Consequently, the issue with respect to time for negotiations will not be discussed in this Award.

The amended final offers of the parties with respect to the remaining three issues are:

1. Mileage Reimbursement:

   UNION: Effective 1/1/81 - 21¢ per mile

   EMPLOYER: Effective 1/1/81 - 20¢ per mile

2. Reclassification:

Both parties' amended final offers contain the same terms with respect to reclassification of Clerk Steno II, Clerk Steno III, Secretary, Legal Secretary, Senior Secretary, Maintenance Mechanic II, and Licensed Practical Nurse. Disputed are the reclassifications of: Deputy Clerk of Courts, Deputy Clerk of Juvenile Court, and Deputy Register in Probate.

The Employer final offer with respect to the disputed reclassifications provides for a 2% adjustment in lieu of general wage adjustments in each year for the Deputy Clerk of Courts; additionally, the Employer proposes that the Deputy Clerk of Juvenile Court and the Deputy Register in Probate increase to the next higher salary range (legal secretary, etc.) spread over two years in lieu of a general wage adjustment.

The Union proposal with respect to the disputed reclassification opposes the reclassification of Deputy Clerk of Courts, Deputy Clerk of Juvenile Court and Deputy Register in Probate, which would leave these positions as classified in the wage appendix of the predecessor Agreement to which the general increases for 1980-81 would be added.

3. Wages:

   The Union final offer for wages is:

   a. Effective 12/29/79 8% or 36¢ per hour, whichever is greater, computed on the maximum of each pay range.
   b. Effective 7/1/80 2% per step of the salary schedule.
   c. Effective 12/27/80 10% across the board to each step of the salary schedule.

   The Employer amended final offer on wages is:

   a. Effective 12/29/79 9% or 36¢ per hour (whichever is greater) applied to top step and same then to all steps in same range.
   b. Effective 12/27/80 9%.

DISCUSSION:

Section 111.70 (4)(cm) 7, subparagraphs a through h of the Municipal Employment Relations Act direct the Arbitrator to consider certain factors in arriving at his decision. The parties to these proceedings have presented evidence and argument with respect to criteria b, stipulations of the parties; criteria d, comparison of wages, hours and conditions of employment with other employees performing similar services in the same community and in comparable communities, and in private employment in the same community and in comparable communities; criteria e, the average prices for goods and services, commonly

known as the cost of living; criteria f, overall compensation; criteria g, changes in circumstances during the pendency of the proceedings; and criteria h, other factors normally or traditionally considered. The undersigned, therefore, will consider the evidence and argument with respect to the foregoing criteria in determining the outcome of this dispute. Prior to discussion of the disputed issues, however, it is necessary to establish the comparables.

THE COMPARABLES

The Union argues that the comparables should be established as those counties located in the southeastern corner of the State of Wisconsin, excluding Milwaukee County. The counties upon which the Union relies are Ozaukee, Washington, Racine, Kenosha and Walworth counties, as well as certain municipalities contained within Ozaukee, Washington and Waukesha counties.

The Employer argues that the comparable counties are the contiguous counties surrounding Waukesha County, inclusive of Milwaukee County. The Employer comparables, then, are comprised of Walworth, Jefferson, Dodge, Milwaukee, Washington and Racine counties. While the Employer in Exhibit No. 106 includes Racine County in its comparables, it also argues that Racine should not be considered as comparable by reason of the cost of living provision contained in their collective bargaining agreement.

This Arbitrator has previously determined a dispute over the comparables in a prior proceeding involving Ozaukee County. (Ozaukee County, Case VI, No. 23769, MIA-394, Decision No. 16797-A, June 14, 1979) In Ozaukee County the undersigned determined that the comparables were the standard metropolitan statistical area, hereafter SMSA, exclusive of Milwaukee County, but with the addition of Racine County. Consequently, there the comparable counties were established as Ozaukee, Washington and Racine counties. Additionally, the undersigned concluded that municipalities within the confines of the foregoing counties would be given weight as comparables, with particular emphasis on those municipalities residing within the boundaries of the county in which the dispute arose.

A review of all of the evidence and argument introduced by the parties in this dispute fails to persuade the undersigned that his conclusions in Ozaukee County with respect to the comparables should be modified. Comparabilities in this matter, therefore, are determined to be limited to Ozaukee, Washington and Racine counties, with consideration to municipalities contained within those counties where applicable and appropriate, for the same reasons as expressed by the undersigned in the Ozaukee County Award.

WAGE ISSUE

For the first year of the Agreement the wage offer of the parties generates approximately the same additional monies to employees in the unit. The two step wage increase proposed by the Union of 8% and 2% averages 9% for the year. The proposal of the Employer is 9% for the entire year. The distinction between the first year offers of the parties is that the Union offer would increase the wage rates, but not the income of the employees, for 1980 by 1% more than the Employer's offer.

In the second year there is a 1% difference in the offers of the parties, the Union proposing 10% and the Employer offering 9%.

The composite effect of the parties' two year offers results in a 2% differential for the year 1981 by reason of the carryover effect of the additional 1% from the year 1980 contained in the Union proposal, added to the 1% difference in the parties' positions for the year 1981. The undersigned will consider the evidence which the parties directed to the criteria of comparables, cost of living, other factors (patterns of settlement), stipulations of the parties, and overall compensation in determining this issue.

Addressing first the criteria of the comparables, the undersigned has reviewed the evidence with respect to rates paid among certain comparable bench-

mark positions found in Employer's Exhibit No. 106 and Union Exhibits Nos. 24 through 29. A review of the exhibits satisfies the undersigned that the Employer offer for the year 1980 will result in wage rates among selected benchmark classifications, which will maintain the relationships among the comparables for the year 1980. There was no evidence with respect to comparable wage rates paid for the year 1981, so the undersigned is foreclosed from making those comparisons. Based on the comparisons for 1980, then, the undersigned concludes that the Employer offer is preferred.[1]

The undersigned will consider the stipulations of the parties and other factors (patterns of settlement) in conjunction with each other. The stipulations of the parties show that there had been in dispute a question of sharing health insurance premium increases during the life of the Agreement. The record establishes that the parties stipulated that the terms of the predecessor Agreement would remain in place so far as health insurance premium increases are concerned. Thus, the Employer acquiesced to the Union's position with respect to sharing of health insurance premium increases in arriving at that stipulation.

Internal patterns of settlement show that the Employer and other unions representing other employees of this Employer entered into settlements with those unions where the issues of general wage increase and sharing of health insurance premium increases were negotiated. The patterns of settlement among three separate units are: 1) speech clinicians who agreed to a 7% general increase for 1980 and 8% general increase in 1981, along with an agreement to split health insurance premium increases fifty-fifty between employees and the Employer; 2) the Wisconsin Professional Police Association, who agreed to 8% on 12/27/79, 2% on 7/1/80, and 9% on 1/1/81, along with an agreement to split health insurance premium increases fifty-fifty with the employee's share capped at $5.00; 3) the Highway Department represented by the Teamsters Union, who agreed to 9% each year of a two year Agreement, with no change in the predecessor agreement's terms with respect to sharing of health insurance premium increases.

From the foregoing statement of settlements in other units who bargain with this Employer, the undersigned notes that the Teamsters Union representing Highway Department employees accepted terms of settlement with respect to wages and health insurance which are identical to the terms offered by the Employer in the dispute in this unit, and did so after the parties formulated their amended final offers in these proceedings. The undersigned further notes that when considering internal patterns of settlement no unit has settled for more than 9% in the second year, and the Union in this dispute is proposing 10%. Additionally, the undersigned notes that the only unit to settle for more than 9% in the first year is the unit represented by the Wisconsin Professional Police Association, who accepted a first year wage increase identical to that proposed by the Union's final offer in the instant matter. However, the record is clear that the Deputy Sheriffs' unit also agreed to splitting the health insurance premium increases up to a cap of $5.00 as part of that settlement. From the foregoing, the undersigned concludes that the patterns of settlement considered along with the stipulations of the parties establishes a clear preference for the Employer offer on wages, notwithstanding the Union's contention that this pattern of settlement established by reason of the foregoing settlements should not be imposed upon the unit representing the greatest number of employees of the Employer.

COST OF LIVING

Considerable evidence was adduced and considerable argument made with respect to the reliability of the Consumer Price Index as a measure of cost of living. The undersigned concludes that it is unnecessary to make a determination

1/ The Employer adduced evidence and made argument with respect to comparabilities in the private sector. A review of the evidence, however, causes the undersigned to conclude that there is insufficient evidence in this record to draw valid conclusions with respect to the comparability of wages paid in the private sector.

as to the validity of the Consumer Price Index data in order to determine what weight should be given the cost of living criteria in the instant dispute. The Employer has cited numerous prior arbitration Awards, which have held: 1) that where employees are shielded from medical cost increases by reason of the Employer's furnishing full medical care, cost of living becomes less persuasive (Krinsky in City of West Allis, Decision No. 15276; Stern in City of Greenfield, Decision No. 15033-B, and Haferbecker in Waukesha County, Decision No. 16438-A); 2) that cost of living cannot be considered in a vacuum and that patterns of settlement among other units experiencing the same cost of living climate are more persuasive than the raw data of cost of living taken alone, (Kerkman in Wisconsin Rapids, Decision No. 15043-A; Rice in City of Milwaukee, Decision No. 17143-A, and Johnson in Village of Shorewood, Decision No. 17118-A). The Employer citations of prior arbitration Awards with respect to the shielding against the impact of health insurance premiums and with respect to settlements entered into among other units experiencing the same cost of living climate are persuasive. While the increases proposed by both parties do not completely insulate the employees here against the erosion of their income created by the increased cost of living, there is nothing in this record to establish that the employees in this collective bargaining unit are entitled to preferred treatment over and above employees represented in other units when considering the impact of cost of living. The undersigned, therefore, concludes that the reliance on the cost of living criteria by the Union is misplaced in the instant dispute.

The undersigned has reviewed the evidence and argument with respect to the criteria of total compensation and finds it unpersuasive when considering the offer of either party.

For all of the reasons set forth supra the undersigned concludes that the wage offer of the Employer should be adopted, if this were the sole issue.

MILEAGE ISSUE

The differences in the parties' offer with respect to mileage reimbursement are very narrow and have relatively minor importance when compared to the other two disputed issues. A review of the evidence among the comparables as established above satisfies the undersigned that the Employer offer of 20¢ per mile effective January 1, 1981, should be adopted rather than the 21¢ per mile effective January 1, 1981, proposed by the Union.

RECLASSIFICATION ISSUE

The final offers of the parties with respect to the reclassification issue contain more positions than the three which are disputed. In addition to the disputed positions of Deputy Register in Probate, Deputy Clerk of Juvenile Court and Deputy Clerk of Courts, there are also the positions of Clerk Steno II, Clerk Steno III, Secretary, Legal Secretary, Senior Secretary, Maintenance Mechanic II and Licensed Practical Nurse, which are proposed for reclassification and which the parties have not stipulated out. While there is no stipulation with respect to the latter positions, the final offers of both parties are identical with respect to those reclassifications, leaving only the positions of Deputy Clerk of Juvenile Court, Deputy Register in Probate, and Deputy Clerk of Courts in dispute. Interestingly, of the reclassifications which are undisputed in the final offers, some of the proposed reclassifications were initiated by the Union and some of the proposed reclassifications were initiated by the Employer, and all of them reclassify to a higher pay range. The upward reclassifications for Clerk Steno II, Secretary, Legal Secretary, and Senior Secretary were proposed by the Employer. The upward classifications of Clerk Steno III, Maintenance Mechanic II, and Licensed Practical Nurse were proposed by the Union. The Employer proposed disputed reclassifications will result in smaller increases during the term of the Agreement than the amount of the general increase. Thus, when viewing all of the reclassifications it is clear that the Employer in bargaining did not take a posture of reclassifying all positions in a downward position, in fact, on his own motion he proposed upward reclassifications as set forth above. Additionally, the Employer agreed to upward reclassifications proposed by the Union. The fact that the Employer both proposed upward reclassifications to which the Union agreed, and agreed to upward reclassifications

which the Union had proposed, causes the undersigned to conclude that the Employer in all of the reclassifications, including the disputed downward reclassification, has made an attempt to realign the relative values of positions internally one to another so as to provide internal consistencies between pay ranges. The fact that the parties are in agreement with respect to certain upward reclassifications establishes that inequities have existed with respect to those classifications, which both parties recognize. The undersigned concludes that if inequities exist with respect to classifications being classified on the low side, there can also be inequities with respect to classifications that are classified too high. The undersigned further concludes that it is equally proper to reclassify positions in a downward direction if the record supports a conclusion that the disputed positions are classified too high, just as it is proper to reclassify a position in an upward direction if the record supports a conclusion, or alternatively, if the parties agree that those positions are classified too low. The question remains, then, as to whether this record establishes that the three disputed positions of Deputy Clerk of Courts, Deputy Register in Probate and Deputy Clerk of Juvenile Court have been improperly classified in the past.

The Employer proposal for the positions of Deputy Register in Probate and Deputy Clerk of Juvenile Court reclassifies these positions upward to the next higher salary range, placing them at the same level as the position of Legal Secretary. In the predecessor Agreement these disputed positions were classified at a level paying $993.00 per month at Step 5. The Employer proposes that these positions be classified at a level which will pay $1,066.00 per month at Step 5 for 1980, and $1,139.00 per month at Step 5 for 1981. This proposed reclassification is in lieu of the 9% general increase offered by the Employer for each year. Thus, the employees in these positions, if they were at Step 5 (which they are not), would receive an increase of $73.00 the first year and $73.00 the second year. Expressed as percentages the increases amount to 7.35% the first year and 6.85% the second year, rather than the 9% each year the Employer offers as a general increase to all other employees, except those employees in the position of Deputy Clerk of Court. Because the incumbents in these positions are at Step 3 of the wage progression their actual wage increases will be greater over the two years of the Agreement, since they will move to Step 5 during that time, and the Employer argues that the step increases should be considered here. The Arbitrator disagrees that the step increases should be considered. Employer Exhibit #138 clearly establishes that if no reclassification of these two positions occurs and the general increase proposed by the Employer were applied, the employees would earn $1,179.00 per month by the expiration of the Contract term. Therefore, the Employer designation of his offer as an upward reclassification is a misnomer. Because the reclassification is in lieu of the general increase it must be viewed as a reclassification downward. A review of the record fails to establish that a downward reclassification for Deputy Clerk of Juvenile Court and Deputy Register in Probate is justified.

It is clear to the undersigned that the issue of pay for the position of Deputy Clerk of Courts arose by reason of a letter directed to Virginia Hunkins, Clerk of Courts for the Employer, dated August 24, 1979. (Exhibit #128) The letter was signed by four of the unrepresented Deputy Clerks of Court and by four judges in whose courts the four unrepresented Deputies are employed. The substance of the letter of August 24 was a complaint that represented Deputy Clerks of Court's pay levels were too close to the unrepresented Deputies who are now designated as supervisors by title. The supervisory deputy clerks receive no overtime and they requested that the Employer give consideration to an upward adjustment in their base pay, as well as consideration to overtime compensation for them.

As a result of the letter of August 24, 1979, the Employer examined the classifications of represented Deputy Clerks of Court and conducted surveys with respect to rates of pay for the positions of Chief Deputy Clerk of Court, nonrepresented Deputy Clerks of Court, represented Deputy Clerks of Court, and Clerk Typist III. Included in the survey were the counties of Waukesha, Brown, Dane, Kenosha, Ozaukee, Outagamie, Racine, Rock, Walworth, Washington and Winnebago. From the survey the Employer concluded that the represented Deputy Clerks of Court position was classified too high and, therefore, proposed an exception to the general increase negotiated for other employees in its offer of settlement to the Union.

The Union argues that the Employer has failed to show that represented Deputy Clerks of Court are classified too high. Specifically, the Union opposes the Employer concept that there is a relationship between the Clerk Typist III position and the position of Deputy Clerk of Court. The record is clear that the Employer has relied upon the relationship of salaries paid to Clerk Typist III and to Deputy Clerk of Courts in arriving at his determination that Deputy Clerk of Court positions are overclassified in relationship to other positions in this unit. The undersigned rejects the Union argument that the relationship between Clerk Typist III and Deputy Clerk of Courts has no validity. In reviewing the position description of Deputy Clerk of Courts (Exhibit #132), the position of Deputy Clerk of Courts calls for four years of office work experience, including typing duties, two years of which must be at a top level. (Clerk Typist III level) Furthermore, from the testimony in this record of the Deputy Clerks of Court it is clear to the undersigned that employees now in the position have previously served as Clerk Typist III immediately prior to their promotion to Deputy Clerk of Courts. Thus, the relationship between Clerk Typist III and Deputy Clerk of Courts is established in so far as this Employer is concerned.

The Union also argues that the comparative data which the Employer placed in evidence comparing the pay differential between Clerk Typist III and Deputy Clerk of Courts among other Employers has no relevancy because there is nothing in the record to support a conclusion that the relationship between Clerk Typist III and Deputy Clerk of Courts exists among other Employers. The undersigned also rejects this Union argument. There is testimony in the record that the Employer, in making the survey, verified that the relationship between Clerk Typist III and Deputy Clerk of Courts exists among the other employers surveyed. The Union challenges this testimony as hearsay. While the foregoing testimony has hearsay characteristics, the undersigned, nevertheless, credits the testimony as being valid, because the positions which are being compared are not likely to vary in job content from one employer to another. The undersigned finds it reasonable that the responsibilities of a position of Clerk Typist III and of a Deputy Clerk of Courts among other employers will be substantially the same.

Having concluded that there is validity to consider the evidence with respect to the comparables of the relationship between Clerk Typist III and Deputy Clerk of Courts, it remains to be determined whether the comparables support the Employer's position in this matter. Earlier in this Award the undersigned has limited the comparables to include Ozaukee, Racine and Washington counties, along with the instant Employer. The Employer's survey includes nine employers that do not fall within those comparables, as well as the three comparable employers. The undersigned will rely solely upon the comparables as previously determined. However, in passing it is noted that the relationship between Clerk Typist III and Deputy Clerks of Court in other jurisdictions would also support the Employer's position that the Deputy Clerk of Court position is classified too high in relationship to Clerk Typist III. Among the comparable employers Ozaukee County pays $252.00 more to Deputy Clerk of Court than to Clerk Typist III, representing a 27% pay differential. Racine County pays $118.00 more to Deputy Clerk of Court than to Clerk Typist III, representing an 11% differential. Washington County pays $74.00 more to Deputy Clerk of Court than to Clerk Typist III, representing a 9% differential. If the Employer offer were adopted, Deputy Clerk of Courts would be paid $268.00 more than Clerk Typist III, representing a 23% differential, and if the Union offer were adopted a differential of $348.00 would exist between Clerk Typist III and Deputy Clerks of Court as of the first date of the successor Agreement. The differential proposed by the Union represents a 37% differential. From all of the foregoing, then, the record conclusively establishes that the differential between Clerk Typist III and Deputy Clerks of Court exceeds the differential paid among comparable employers for the same positions by a significant amount when considering both flat dollar differential as well as percentage differential. Equally clear is that the Employer offer would establish a differential between the two positions more in keeping with the differentials which exist among comparable employers. Consequently, the undersigned concludes that the Employer has established, based on comparables, that the position of Deputy Clerk of Court is classified too high.

At hearing evidence was admitted into the record with respect to job evaluations conducted pursuant to a method installed by Hay Associates, over the

objection of the Union. The Union challenges the validity of the Hay Associates methods, as well as the validity of the evidence with respect to its sufficiency, because the entire study was not submitted into evidence. Additionally, the Union points out that at the time the offers were made with respect to the disputed reclassifications, the results of the Hay study were not available.

The record is clear that the Hay study was incomplete at the time the final offers were formulated. However, if it is concluded that the Hay study has validity, the undersigned is of the opinion that said study can provide corroborative evidence as to the validity of the proposed reclassifications, even though the information was not available at the time of the final offers.

Exhibit #141 sets forth the total point count evaluation as a result of the Hay study with respect to certain positions. The positions contained in Exhibit #141 are Deputy Clerk of Courts, Deputy Register in Probate, Deputy Clerk of Juvenile Court, Secretary, Legal Secretary, Deputy Clerk of Court Supervisor. The Hay study awards 162 points to each of the disputed positions, Deputy Clerk of Court, Deputy Register in Probate and Deputy Clerk of Juvenile Court. The Hay study awards 159 points to the position of Secretary, 165 points to the position of Legal Secretary, 282 points to Deputy Clerk Supervisor and 141 points to Clerk Typist III. Thus, the points awarded by the Hay study support the relationships on the disputed reclassifications where the Employer has reclassified Deputy Register in Probate, Deputy Clerk of Juvenile Court, Secretary and Legal Secretary to the same classification, and the point spread ranges from 159 to 165 points. Furthermore, a comparison of the points awarded to Clerk Typist III and Deputy Clerk Supervisor compared to the points awarded Deputy Clerk of Courts establishesa direct relationship to the Employer's position in this dispute. Thus, the undersigned concludes that the results of the Hay study, if found to be a valid tool, presents convincing corroborative evidence for the Employer's position in this dispute.

With respect to the validity of the Hay study, the undersigned concludes there is validity, primarily for two reasons. Most significantly the undersigned notes that the points awarded to the position of Secretary and Legal Secretary in the Hay study support what the parties have already agreed to, that is, that the positions of Secretary and Legal Secretary should be classified upward. Since the parties have agreed to the upward classification for these positions, the undersigned concludes that that very agreement establishes credibility to the validity of the Hay study. Secondly, the results of the points awarded to the positions discussed above were the product of a job content evaluation committee comprised of a Lieutenant from the Sheriff's Department, the Register of Deeds, a Program Director from Unified Services, an Agri-Business Agent from the Extension Office, an Administrative Legal Secretary, a Director of Nursing Service, an assistant Park Director, assisted by a representative of the Personnel Department. From the foregoing, it is clear that the evaluations and the attendant points awarded to positions were based upon the experience of representatives from many departments of the Employer, thereby giving credibility to the Employer's contention that the committee considered the responsibilities of all positions and their relationship to each other across the entire spectrum of positions which exist within the Employer's purview. The undersigned, therefore, further concludes that there should be more weight given to the evaluations of the committee than to the testimony of Hunkins, the Clerk of Courts, who testified that in her opinion the Deputy Clerk of Court position was not classified too high. Greater weight is given the work of the committee than to the opinion of Hunkins, because the record fails to establish that she has expertise in job evaluations, and the undersigned further concludes that her testimony is biased in favor of the Deputy Clerks of Court and the work of the evaluation committee is not.

From all of the foregoing the undersigned has concluded that the reclassifications proposed by the Employer are supported by the evidence in the record. A question remains, however, with respect to the manner in which these reclassifications are to be implemented pursuant to the Employer offer. The Employer offer proposes that the disputed classification be exempt from the general increases. In the Arbitrator's view it would be more customary to grant

the general increase and red circle the incumbents in the position, letting attrition establish the new rates of pay as new employees are hired into the disputed position. In spite of the undersigned's preference for a red circle method of implementation, the undersigned concludes that the Employer's method here is consistent with the understandings of the parties in prior rounds of bargaining with respect to red circling. The undersigned has reviewed the terms of the predecessor Agreement which remain unchanged, and notes that at Article XIII, Section 13.04 the parties through free collective bargaining have reached an understanding with respect to red circle rates. Section 13.04 of the predecessor Agreement reads: "The salaries of employees who are above the maximum salary as provided in the Wage Appendix shall remain constant until the new maximums of the salary ranges exceed those 'red circle' rates." In view of the prior understandings as to how red circle rates shall be accomodated; and in view of the fact that the Employer here in the disputed Deputy Clerk of Court position has offered a 2% increase which exceeds the prior understandings with respect to red circle rates at Section 13.04; the undersigned concludes that for these parties, the Employer method of implementation is consistent with, and in fact exceeds the specific understandings contained in the Collective Bargaining Agreement with respect to how red circle rates shall be handled.

From all of the foregoing, both the reclassification of the disputed position, as well as the method of implementation are supported by the evidence.

SUMMARY AND CONCLUSIONS:

The undersigned determines that the Employer offer is preferred in this dispute and, therefore, based on the record in its entirety, the discussion set forth above, after considering the statutory criteria and the arguments of the parties, the undersigned makes the following:

AWARD

The amended final offer of the Employer, along with the stipulations of the parties, as well as the terms of the predecessor Agreement which remain unchanged through the bargaining process, are to be incorporated into the written Collective Bargaining Agreement between the parties for the years 1980 and 1981.

Dated at Fond du Lac, Wisconsin, this 24th day of February, 1981.

Jos. B. Kerkman,
Mediator-Arbitrator

JBK:rr