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BEFORE THE MEDIATOR-ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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In the Matter of the Petition of :

BROWN COUNTY MENTAL HEALTH :
 CENTER EMPLOYEES LOCAL 1901, :
 AFSCME, AFL-CIO :

to Initiate Mediation-Arbitration :
 Between said Petitioner and :

BROWN COUNTY (MENTAL HEALTH :
 CENTER) :

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Case CLXX
 No. 30669 Med/Arb-1990
 Decision No. 20258-A

APPEARANCES: JAMES W. MILLER, Representative, appearing on
 behalf of the Union.

JOHN C. JACQUES, Assistant Corporation Counsel,
 appearing on behalf of the County.

ARBITRATION AWARD

Brown County (Mental Health Center), hereinafter referred to as the County or Employer, and Brown County Mental Health Center Employees, Local 1901, AFSCME, AFL-CIO, hereinafter referred to as the Union, were unable to voluntarily resolve certain issues in dispute in their negotiations for a new 1983 Collective Bargaining Agreement to replace their expiring 1982 Collective Bargaining Agreement and the Union, on November 8, 1982, petitioned the Wisconsin Employment Relations Commission (WERC) for the purpose of initiating mediation-arbitration pursuant to the provisions of Section 111.70(4)(cm)6. of the Wisconsin Statutes. The WERC investigated the dispute and, upon determination that there was an impasse which could not be resolved through mediation, certified the matter to mediation-arbitration by order dated January 13, 1983. The parties selected the undersigned from a panel of mediator-arbitrators submitted to them by the WERC and the WERC issued an Order, dated February 24, 1983, appointing the undersigned as mediator-arbitrator. The undersigned endeavored to mediate the dispute on April 19, 1983, but mediation proved unsuccessful. The undersigned advised the parties that a reasonable period of mediation had expired and both parties indicated that they did not intend to withdraw their final offers. A hearing was then scheduled and thereafter held on June 10, 1983, at which time the parties presented their evidence. Post-hearing briefs were filed and exchanged on July 18, 1983. Full consideration has been given to the evidence and arguments presented in rendering the award herein.

THE ISSUES IN DISPUTE

There are four issues in dispute in this proceeding. They involve Union proposals to increase the amount of group life insurance for employees, to modify the language in the agreement dealing with the procedures to be followed when suspending employees for disciplinary purposes, and to modify the existing vacation benefit schedule as well as both parties' proposals with regard to wage increases.

1. Life Insurance.

The current agreement provides that regular part-time employees who work 20 or more hours per week are eligible to participate in a group life insurance plan, after they have completed their probationary period. The existing plan provides for \$10,000 coverage for each employee covered and provides that

full-time employees shall pay \$1.00 per month toward the premium for such coverage. Part-time employees are allowed to participate in the group insurance plan with the County's payment being calculated on a pro rata basis. Exhibits introduced by the Employer establish that the County paid \$631.00 per month towards the Employer's cost of such life insurance during 1982, for a total cost per year of \$7,572.00.

Union's Proposal

As part of its final offer the Union proposes to modify the provisions of Article 20 of the agreement by increasing the amount of group insurance coverage to \$15,000 per employee and increasing the amount of contribution made by full-time employees to \$1.50 per month. The increased cost to the Employer would be \$1.85 per month per covered full-time employee. The County estimates that the additional cost to the County of this increased coverage would amount to \$3,786.00 for the year 1983.

County's Proposal

The County's final offer does not include a proposal to make any changes in the existing group life insurance provision contained in the agreement.

2. Written Notice of Suspension

The 1982 Collective Bargaining Agreement included, in Article 24 dealing with grievance procedures and disciplinary procedures, a paragraph which reads in relevant part as follows:

"SUSPENSION. Suspension is defined as the temporary removal without pay of an employee from his designated position. The Employer may, for disciplinary reasons, suspend an employee. Any employee who is suspended, except probationary employees, shall be given written notice of the reasons for the action, and a copy of such notice of the reasons for the action, and a copy of such notice shall be made a part of the employee's personal history record, and a copy shall be sent to the Union. No suspension for cause shall exceed fourteen (14) calendar days."

Union's Proposal

As part of its final offer the Union proposes to modify the third sentence of the above quoted provision by inserting the words "at the time of suspension" immediately after the phrase "...shall be given written notice of the reasons for the action." It is the Union's intent in proposing this change that the written notice of suspension be given to the employee at the same time that the employee is suspended rather than later that day or on the following day.

County's Proposal

The County's final offer does not include any proposal to change the wording of the above quoted paragraph dealing with the procedure to be followed in the case of disciplinary suspensions.

3. Vacation Eligibility

Eligibility for vacation is governed by Article 19 of the parties' agreement. It contains an eligibility provision, based on years of employment, which provides for a stated number of work days and hours of pay to be received as vacation benefits based on certain identified numbers of years of employment ranging from 1 to 20. It reads in relevant part as follows:

"One (1) year of employment	7 work days per year at 40 hours pay
Two (2) years of employment	14 work days per year at 80 hours pay
Five (5) years of employment	21 work days per year at 120 hours pay
Eight (8) years of employment	22 work days per year at 128 hours pay
Fourteen (14) years of employment . . .	23 work days per year at 136 hours pay
Fifteen (15) years of employment . . .	25 work days per year at 144 hours pay
Sixteen (16) years of employment . . .	26 work days per year at 152 hours pay
Seventeen (17) years of employment . .	28 work days per year at 160 hours pay
Eighteen (18) years of employment . .	29 work days per year at 168 hours pay
Nineteen (19) years of employment . .	30 work days per year at 176 hours pay
Twenty (20) years of employment . . .	32 work days per year at 184 hours pay"

Union's Proposal

The Union's final offer proposes to modify the vacation eligibility schedule contained in the agreement by adding, deleting, and changing certain points of eligibility. The actual wording of the proposal, referring as it does to "work days", is ambiguous. However, both parties apparently understand the proposal to relate to the equivalent number of 8 hour days of pay earned at the various eligibility points identified in the Union's proposal. The following table reflects the number of days' pay earned at the various eligibility points in the old schedule as well as the changes proposed by the Union. Additions are underlined and deletions are stricken through.

<u>Number of Years of Employment</u>	<u>Number of Days' Pay at 8 Hours per Day</u>
1	5
2	10
5	15
8	16
10	18
13	19
14	17
15	18 <u>20</u>
16	19
17	20
18	21
19	22
20	23
25	25

County's Proposal

In its final offer the County proposes to make no changes in the existing vacation eligibility schedule contained in the agreement.

4. Wages

The agreement covers all regular full-time and regular part-time employees employed in a wide variety of non professional positions, including licensed practical nurses, certified occupational therapist, radiological technologists, outreach workers, maintenance employees, barbers, beauticians, bus drivers, social worker assistants, nursing assistants, laundry employees, dietary personnel, volunteer coordinators, housekeeping employees, and office clerical employees. There are approximately 203.65 full-time equivalent positions in the bargaining unit. Of that number approximately 99.2 full-time equivalent positions are filled by nursing assistants. There are 27.4 full-time equivalent licensed practical nurses and 12.0 full-time equivalent maintenance workers. The balance of the employees are employed in a variety of job classifications, approximating 26 in number. Seven existing job classifications are unoccupied. The existing classification and compensation schedule includes wage rates, effective since June 20, 1982, for each of the 37 job classifications identified in the agreement, based on a "starting" rate, a 90-day rate, and a 6-month rate. Both parties agree that the 6-month rate for nursing assistants, which applies to a near majority of the employees, is representative for comparison purposes. However, the County has calculated an "average rate" for employees in the bargaining unit of 6.895 dollars per hour and has utilized that figure for purposes of a number of calculations in this proceeding.

Union's Proposal

In its final offer the Union proposes to increase all of the existing hourly rates by 42 cents per hour. Thus, the hourly rate for fully trained nursing assistants after six months would be \$7.19 per hour rather than \$6.77 per hour, effective as of January 1, 1983.

County's Proposal

The County proposes to increase all of the existing wage rates by 29 cents per hour, also effective on January 1, 1983. Under this proposal the rate for a fully trained nursing assistant after six months would be \$7.06 per hour.

UNION'S POSITION

The Union's position on the four issues in dispute may be summarized as follows:

1. Life Insurance

The Union contends that its proposal on life insurance would allow the Union to "catch up" to what is already being given to registered nurses, represented by a sister local, at the Mental Health Center. Further, the Union points out that all of the City of Green Bay agreements, which were submitted into evidence or provided after the hearing, demonstrate that other public employees in the Brown County/Green Bay area receive \$30,000 worth of life insurance coverage, paid in full by the Employer. The Union points out that said employees receive an additional \$10,000

worth of insurance coverage for the year 1983, whereas the Union here merely seeks \$5,000 in additional life insurance coverage, and is willing to share the cost.

2. Written Notice of Suspension

In its arguments, the Union asks rhetorically why the Employer would object to its proposal that employees be given a copy of the reasons for a suspension at the time of the suspension and argues that the Employer's position is without reason. It notes in this regard that the Employer agreed, as part of one of the stipulated changes in the agreement, to provide written reasons at the time of discharge. According to the Union, it does not make sense to provide written reasons in the case of discharge but not in the case of suspension. An employee should be advised of the specific charges against him at the time that the action is taken. Otherwise, the Employer could utilize the time between verbally advising an employee that he or she is suspended to look for additional charges to sustain the action. According to the Union, it is only fair and reasonable that the employee be specifically told, at the time of the suspension, the reasons for the suspension and those reasons should be in writing.

3. Vacation Eligibility

In support of its proposed changes in the table of vacation eligibility, the Union relies upon comparisons to certain other bargaining units and to the City of Green Bay. According to the Union, these comparisons demonstrate that the Union's proposal in this regard is in order and is reasonable. According to the Union, the Employer's comparable exhibit, setting out vacation eligibility for employees of the City of Green Bay, is inaccurate to the extent that it suggests that the number of days of vacation pay are earned "after" the stated year rather than during the stated year.

4. Wages

The Union's argument in support of its wage proposal is as follows:

"The Union seeks 42 cents per hour and the County's offer is 29 cents per hour. The Employer uses a \$6.895 cents per hour average; the Union \$6.77 per hour. If we use the Employer's figure, the increase in percentage for Union Exhibit 6 becomes 6.09% for the Union and still 4.20% for the Employer, a more attractive figure for the Union, based on increases granted to other municipal employee in the are (see Union Exhibits 10 and 12 and delayed Exhibit). It should be noted that these same fringe benefits, Employer Exhibit 7, are contained in all the County Labor Agreement and to a greater degree of benefits in the City of Green Bay Contracts. So, while the figures are nice and neat, the costs went up for everyone in the County and the City. Please also note in Employer Exhibit 8, the employees at the Mental Health Center work a 40 hour week and Court House and Social Services work a 37.5 hour week. There are no other County or City employees we can compare to on wages. The comparison of the City and County fringe benefits surely are in favor of the Union. The argument then comes into play; just who should Brown County be compared to for wages. Brown County is

the 4th largest County in the State. Brown County says you cannot compare with the larger Counties because they are different. It should be no secret to the Arbitrator that Hospital cost increases are State-wide and when the reimbursement factors are worked out it is done on size, not geographic area. Brown County Mental Health Center is placed into the same large County Health Centers for reimbursement. Hospital costs are figured in the cost of medical care and not whether or not you are in a heavy industry area or a fishing area. Employer Exhibit 10 seems to bear out this argument. The Employer's offer on wages is 4.2% for the year 1983. This is far short of what has been offered to other municipal employees in the area. The Union seeks 6.20% or 6.09% by the Employer's figures. The Employer showed no Exhibits on County or City settlements in Green Bay/Brown County area. The Employer granted a 47 cents per hour wage increase to the Highway Department and this amounted to a 5.46% increase in wages alone. The City granted increases from 5.5% to 5.63% in wages alone (see Union Exhibit 6 and 10). Some received higher, as shown on Exhibit 12. A person making \$1200 per month in the City of Green Bay received a 6.83% increase in wages only, plus all the increases or roll ups as argued by the Employer. Some classifications received adjustments as shown on Exhibit 12 and the delayed Exhibit from the City of Green Bay Park Department. It is interesting to note that in the Employer's Exhibits there is no reference to County settlements. It is like the rest of the County has disappeared. The only wage settlements are those in the Union Exhibits and they show the offer of the Employer to be substantially less than those offered other municipal employees. The question still remains as to where Brown County should be in wages paid. In 1982, Brown County ranked 6th in an 18 County, larger and smaller comparison. Brown County retains this ranking under both the Union and Employer proposals, however, what does happen is that the spread between the comparables change, Brown (see Exhibit 13) in 1982 at \$6.77 per hour is 13 cents per hour behind Walworth County which ranks 5th. Under the 1983 County proposal the Union becomes 29 cents per hour behind, a gain of 16 cents per hour in favor of Walworth County. Winnebago County in 1982 was 43 cents per hour behind Brown and under the 1983 County proposal they are only 24 cents per hour behind Brown, a gain of 19 cents per hour in favor of Winnebago. The same situation happens with Waukesha County. Brown gets less while others catch up. Is this fair? Of course not. The Union's offer keeps the spread about the same but still leaves the ranking at a status quo. This status quo, it should be noted, is in comparison to Counties smaller than Brown. Walworth received a 6.52% increase in wages, Winnebago a 7.57% in wages, Waukesha a 7.19% increase in wages, plus the increase cost of roll up, just like Brown County. Union Exhibit 11 shows that the private sector Brown County wage increases from 82 to 83 were 8.09%. Finally the Employer did not offer any proof on ability to pay; they did not say they could not pay the Union's request, only that they would not."

In conclusion, the Union contends that the Employer's wage offer is far behind what has been offered and settlements agreed to in the area and other health center increases. In addition, it argues that its vacation, life insurance, and suspension procedure proposals are all justified. Therefore, its final offer should "even in these times" be found to be the most reasonable offer based on the statutory criteria, according to the Union.

COUNTY'S POSITION

It is the County's position that its final offer more nearly conforms to the statutory criteria, primarily because it is closer to the wage rate prevailing in comparable communities for nursing assistants performing similar services and also because it more nearly conforms to the current changes in the cost of living. According to the County, its final offer provides an overall compensation package comparing favorably with that received by other municipal employees. While acknowledging that information as to the pattern of settlements and arbitration awards is not fully developed, the County argues that the emerging pattern is closer to its final offer than to the Union's final offer.

1. Life Insurance

The County notes that the Union's proposal would cost \$3,786, which constitutes a 50% increase in the cost of the life insurance benefits contained in the 1982 agreement. The County notes that, in attempting to justify its position, the Union uses the City of Green Bay bargaining units for comparison purposes. In response the County points to its evidence with regard to the "benefit packages" of health, life, and dental insurances granted by Brown County and compares these insurance benefits to counties deemed comparable by the Employer. According to the Employer, the insurance benefits offered in 1982 compared favorably with other area counties. Further, the 1983 cost increases for health and dental insurance for the bargaining unit members amounted to 16.6% and 11.1% respectively. These cost increases amounted to \$31,234 for health insurance and \$6,224 for dental insurance. Based on this data, the County argues that the Union has failed to meet its burden of persuasion that existing life insurance benefits should be changed to grant a 50% increase.

2. Written Notice of Suspension

The Employer notes that, under existing contract language, employees are already given written notice of suspension and the Union's proposal would require that such notice be given at the time of suspension. Because of the nature of its 24-hour operations at the Mental Health Center, the Employer contends that the Union's proposal "makes little sense." The appropriate staff review and clerical support are not available on a 24-hour basis, even though conduct justifying suspension may occur at any time. Health and safety infractions threatening the welfare and safety of patients may require immediate suspension and a delay in giving written notice until staff is available is not unreasonable, according to the Employer. The County notes that the Union presented no evidence in support of its proposal and argues that the Union has failed to meet its burden of persuasion to justify the proposal. It argues that the existing contract language is reasonable and comports with recognized standards which afford an employee with notice of suspension and opportunity to contest the discipline imposed.

3. Vacation Eligibility

The Employer points out that the additional cost of the additional vacation benefits sought by the Union would be \$6,466 for the contract year 1983. It notes that both parties submitted exhibits comparing the vacation benefits of bargaining unit members to other employees. According to the County, these figures indicate that the existing vacation schedule is similar to other bargaining units within Brown County and those of comparable communities. Therefore, according to the Employer, the Union has failed to meet its burden of persuasion that the Employer's existing vacation benefits are out of line with other comparable municipal units.

4. Wages

According to the Employer, its exhibits demonstrate that the wage rates contained in its final offer compare favorably with those already granted to comparable employees for 1983 in comparable communities. According to the Employer, there are six other counties which are "comparable" to Brown County. These counties, Outagamie, Manitowoc, Winnebago, Sheboygan, Fond du Lac, and Washington, were selected on the basis of geographic location and the existence of comparable health care facilities as places of employment. Two counties, Outagamie and Manitowoc, are contiguous to Brown County and have health care facilities employing nursing assistants performing similar services. The other counties are all generally located in the Fox River Valley area.

According to the Employer, the starting rate for nursing assistants contained in its offer (\$7.06) exceeds the 1983 wage rates in Winnebago, Fond du Lac, and Washington Counties. Outagamie, Manitowoc, and Sheboygan Counties' rates for 1983 were unsettled as of the time of the hearing. For the year 1982 Brown County's rate for nursing assistants was \$6.77 and exceeded all six counties compared.

The Employer points out that certain Union exhibits indicate that the Employer's offer of \$7.06 per hour would exceed both the Employer's offer and the Union's offer in those counties which were used as comparables by both parties. Only the counties relied upon by the Union (Milwaukee, Racine, Kenosha, Walworth, and Dane) would exceed the County's offer. A comparison of the County's exhibits and the Union's exhibits demonstrates that the counties with pay rates higher than Brown County, which were used by the Union for comparison purposes, include Milwaukee, Racine, Kenosha, and Dane. According to the Employer, those counties lie outside the Fox River Valley area and have limited if any comparability for purposes of wage rates. There is no evidence of a "state-wide wage rate" or "state-wide recruitment" of nursing assistants. On the other hand, the Union's ranking system demonstrates Brown County's relative competitive position when it is compared with those communities in the area which Brown County is located. The County's 1982 wage rate for nursing assistant was the highest in the Fox River Valley area and would remain so during 1982, under the County's offer.

According to the County, the most equitable manner of comparing the appropriateness of wage rates is to compare nursing assistants to nursing assistants who perform similar services in comparable communities. Its exhibits do so, according to the County. This is also true in the case of clerical positions. Therefore, based on wage rates alone, the County's final offer is supported by comparable wage data. The 17 counties relied upon by the Union were apparently selected based on size alone, without regard to geographic location. Those comparisons therefore have little value for purposes of comparison. In particular, the County argues that comparisons to Milwaukee County are inappropriate based on the decisions of other arbitrators and the Wisconsin Supreme Court's recognition that Milwaukee is in a unique position for collective bargaining purposes because of its large population. The other counties located in southeastern Wisconsin which are used by the Union are not only outside the geographic area in which Brown County is located, but are affected by the dominant economic influence of Milwaukee in most cases. Dane County, while not immediately

adjacent to Milwaukee, is located in a geographic area far removed from Brown County. It was apparently included in the Union's list of "comparables" based on a state-wide ranking system, which has little validity in this proceeding, according to the County.

The Employer also refers to certain of its exhibits comparing the overall compensation received by bargaining unit employees with employees in comparable communities. The data referred to demonstrates that the range of 1983 settlements as to nursing assistants and other county and municipal employees is closer to the County's proposed increase (4.28% in wage rates for nursing assistants and a total package increase of 5%) than it is to the Union's final offer (6.20% increase in wage rates and 7.1% overall increase). An "emerging pattern of settlements" in the Green Bay area (including Fond du Lac, Winnebago, and Washington Counties) indicates that the County's final offer is closer to that pattern than that of the Union.

The County also contends that the cost of living criterion supports its position. The most recent consumer price index figures available at the hearing indicated a 3.9% annualized rate of increase in the cost of living, as of April 1983. Using this projected inflation rate as a guide, the Employer contends that its final offer is clearly superior to that of the Union. In addition, the County points to purchasing power data submitted at the hearing. Based on an index of 100 as an average, the City of Green Bay has been consistently below average, according to that data. Both the proposed wage increase and the total cost of the Union's final offer far exceed the current rate of inflation and should be rejected for this reason as well, according to the Employer.

Finally, the County argues that when the two final offers are compared as to total compensation, its final offer is to be preferred. According to data submitted by the County, which includes the available 1983 settlements for Winnebago, Fond du Lac, and Washington Counties, the County's final offer would remain the highest in total compensation. Under the Union's 1983 final offer total compensation would not only exceed the other counties, but would widen the difference between them and Brown County. In 1982 the County's total compensation for nursing assistants exceeded the six other counties compared in the County's exhibits and the County's relative position in the Fox River Valley area would remain unchanged under its final offer. In fact, the County's proposed \$7.06 per hour wage rate for nursing assistants would exceed the Union's final offer rate in 12 of the 17 counties used by the Union.

DISCUSSION

Before discussing the overall comparison of the parties'

in its exhibits, purporting to show that County insurance benefits are equal to or better than insurance benefits provided by other counties deemed comparable, when judged on an overall basis. That data does demonstrate that only Sheboygan County, among the comparables relied upon by the Employer, provides dental insurance, and Sheboygan County does not contribute as much towards the premium as does Brown County.

The data submitted by the Employer does not indicate, except in the case of Washington County, the amount of life insurance coverage provided by the six counties analyzed therein. However, it is noted that Fond du Lac County pays up to \$8.00 per month for life insurance coverage, which payment would purchase higher limits than that proposed by the Union herein, if one assumes the rates are roughly equal. Furthermore, if one assumes that the average wage rate in this bargaining unit will exceed \$7.00 per hour (as it will under either offer) coverage up to \$15,000 would represent the equivalent of one year's salary, rounded to the next highest \$1,000 figure. For these reasons the undersigned concludes that the Union's proposal represents a reasonable request for an improvement in fringe benefits, to bring the County more in line with fringe benefits paid to other municipal employees in the community, but that the cost of the improved benefit ought to be included in the overall cost of the Union's total final offer, when evaluating its reasonableness. The County contends that the Employer cost of this improved benefit is \$3,786.00, or \$18.59 per full-time employee. This amounts to .9 cents per hour if one utilizes a 2,080 hour year for purposes of computation.

2. Written Notice of Suspension

The Employer correctly points out that the Union has offered no testimony or other evidence supporting the need for a change in the language dealing with the procedure to be followed in the case of disciplinary suspensions. The undersigned would question the need for such a change in the absence of evidence indicating that the agreed to procedure is somehow unsatisfactory or inadequate in practice. Furthermore, the County points out the difficulties that might be encountered in a given fact situation wherein it would be required to provide an employee with a written notice of suspension even though the person administering the suspension was unfamiliar with the proper wording of such documents and would be unable to seek staff assistance until the following day, unless there was consultation by telephone. In most cases it will no doubt be possible to withhold the imposition of disciplinary action until the following day. However, there may be instances where an employee's condition or conduct is deemed to be sufficiently serious as to require immediate action. This problem could be overcome by modification in the proposed language, however, the undersigned lacks the authority to make such a change. For these reasons the undersigned concludes that the Employer's final offer, to the extent that it would make no change in the provision in question, is to be preferred over the Union's proposal to change the provision in question.

3. Vacation Eligibility

Both parties prepared charts comparing the number of days of vacation earned at various points in time by the various groups of employees employed by the County. While there are numerous minor differences in the number of days of vacation earned at various points in time among those various groups of employees, two general differences emerge. First of all, it is noted that employees at the Mental Health Center, in the two bargaining units consisting of the instant bargaining unit and the bargaining unit of registered nurses, are only entitled to

ten days of vacation after their second, third, and fourth years of employment, whereas other County employees generally enjoy eleven to twelve days of vacation after their second, third, and fourth years of employment. However, this difference would appear to be offset somewhat by the fact that employees at the Mental Health Center earn 15 days of vacation after five years, whereas other County employees generally only earn 13 days after five years' employment. The second general difference between the benefits provided relates to the number of days of vacation earned at the 15 year point. Employees at the Mental Health Center receive 18 days of vacation after 15 years of employment, whereas other County employees generally receive 20 or more days of vacation at that point. Only the library employees receive the same number of days of vacation (18) as do the employees at the Mental Health Center. However, when one analyzes the number of days of vacation earned after 10, 11, 12, 13, and 14 years of employment, County employees at the Mental Health Center are also somewhat behind (in the amount of approximately one day per year) the other bargaining units and groups of employees.

Based on these internal comparisons the undersigned would have to agree that the Union's proposal, which would provide for 20 days of vacation after 15 years of employment and make upward adjustments at the 10 and 13 years points, tends to bring the instant bargaining unit more into line with the benefits provided the other groups of employees. The deletion of the 16 and 17 year increases is simply consistent with that apparent objective. However, it should be noted that, by proposing changes at the 10 and 13 year step of 18 and 19 days respectively, the Union will place itself in the position of being one day ahead of most other bargaining units (rather than one day behind) between the 10 and 15 year points. This tends to detract from the otherwise reasonableness of its proposal to make a change in the number of days of vacation earned between the 10 and 15 year points.

A comparison of the vacation benefits earned by employees of the six counties relied upon by the Employer (at least two of which operate comparable facilities) and the City of Green Bay with the vacation benefits sought by the Union herein generally tends to support the reasonableness of the Union's proposal. Thus, employees at Manitowoc's Park Lawn Home earn 18 days after 10 years, 19 days after 11 years, and 23 days after 15 years. In Outagamie County employees earn 20 days after 14 years. Employees of Fond du Lac County's health care facilities achieve 20 days after 13 years (rather than 15 years as proposed by the Union). Employees of Winnebago, Washington, and Sheboygan Counties all earn 20 days after 15 years. In this sense their benefits are "the same" as the benefit sought by the Union herein. However, it is noted that there are fewer intermediate adjustments in those counties and in the other counties relied upon by the Employer, except for Manitowoc. The City of Green Bay grants 17 days during the twelfth year of employment and 20 days during the fifteenth year of employment. These benefits are slightly better than those currently enjoyed by employees at the County's Mental Health Center and will be roughly comparable if the Union's proposal is adopted.

Based on the above and foregoing analysis the undersigned concludes that the Union has made a very marginal case in support of its proposal with regard to changes in the vacation eligibility requirements. Were it not for the adjustments at the 10 year and 13 year level, the undersigned would have less difficulty in accepting the reasonableness of the proposal. For these reasons the proposal cannot be considered a "catch up

proposal" and its cost should be counted as part of the Union's overall cost for purposes of evaluating the overall reasonableness of the Union's proposal. That cost is approximately 1.5 cents per hour.

4. Wages

A number of the County's arguments relate to the Union's use of a list of "comparable" counties, which basically consists of the 19 most populous counties, including Brown County which had a population of 175,280 people and was ranked number 4 in the 1980 Blue Book, according to the Union. The undersigned is inclined to agree with the Employer, that its proposed list of comparables is more reasonable because it takes into account geographic proximity as well as population. All of the 6 counties relied upon by the Employer as comparable are included in the Union's list of comparables. Those counties and their rank order by population are: Winnebago (7), Outagamie (8), Sheboygan (10), Fond du Lac (12), Washington (13), and Manitowoc (14). Only Washington County would appear to be a questionable inclusion on the basis of geographic proximity. Geographic proximity has relevance in the view of the undersigned because of its reflection upon labor market conditions, as well as local political climate.

An analysis of wage rates, particularly the wage rate for nursing assistants, discloses that Brown County has traditionally paid higher wage rates than have the other counties relied upon as comparable by the Employer. This fact is no doubt in part the result of the existence of a large metropolitan area within Brown County and the fact that Brown County is larger than any of the other counties in question. Unfortunately, as the Employer acknowledges in its brief, there is little available data concerning the pattern of settlements among the counties relied upon. Only Winnebago, Fond du Lac, and Washington Counties have reached settlements governing nursing assistants and other employees similar to those working at the County's Mental Health Center. However, nursing assistants employed by Winnebago County received a 48 cent wage increase for 1983 which amounted to a 7.6% increase over their 1982 rate. Nursing assistants employed by Fond du Lac County received a 37 cent increase, which amounted to a 6.2% wage increase. Nursing assistants employed by Washington County received 41 cents per hour for 1983, which amounted to an 8% increase in wages. Based on these figures and other figures included in the wage data for the counties relied upon as comparable by the County, the undersigned must disagree with the County's contention that the "emerging pattern of settlements" supports its offer on wages.

The County's data indicates that there is no position comparable to that of nursing assistant in the City of Green Bay. However, a review of the wage rate increases granted clerical employees employed by the City of Green Bay for 1983 discloses a 38 cent wage increase in most instances which generated approximately 5.4% to 6.9% improvement in wages alone for City clerical workers. Finally, there is only one bargaining unit of the County which was settled and for which data was presented, that being the County Highway Department. County highway employees were granted a 47 cent per hour increase for 1983, which amounted to a 5.47% increase in wages alone. These data likewise suggest that the County's proposal on wage rates alone should not be favored over that of the Union. The Union's proposed wage rate increases, while a little high, are substantially closer to the "emerging pattern of settlement" than is the County's proposal of 29 cents per hour.

The Employer correctly points out that the cost of living as measured by the Consumer Price Index, tends to support its offer. Thus, the increase in consumer prices for the 1982 contract year (measured from December to December index) was 3.9%, as measured by the Bureau of Labor Statistics Index for the United States urban wage earners and clerical workers. The same figure holds true for the Bureau of Labor Statistics Index for United States all urban consumers. Furthermore, the apparent trend in consumer prices since January of this year suggests that price increases, as measured by said indexes, has stabilized at a figure below 4%.

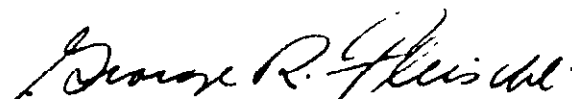
The overall evaluation of the reasonableness of each party's final offer would therefore seem to boil down to the question of whether the Union's final offer which includes an improvement in insurance benefits worth approximately .9 cents and an improvement in vacation benefits which is worth approximately 1.5 cents and which the undersigned has found to be warranted and barely warranted by the record, and also includes a language proposal found to be unreasonable, should be favored over the County's proposal, which is supported by cost of living data but is substantially below the apparent "emerging pattern of settlements." The County correctly points out that its overall compensation paid to bargaining unit employees compares quite favorably to employees employed in other counties deemed comparable. For this reason, the undersigned would reduce the across the board increase granted to the Union to offset the cost of the improvement in fringe benefits included in the Union's final offer, if it were within the undersigned's power to do so. However, given the "Hobson's choice" wherein the undersigned must select between the two final offers based on the evidence and statutory criteria, the undersigned is inclined to select the Union's offer in this case. That offer will bring about a justified improvement in life insurance coverage and will bring about a greater degree of parity in vacation benefits with other County employees and includes a wage increase, when measured by cents per hour or percentage, is more nearly comparable to wage increases granted other County employees, City of Green Bay employees, and employees employed in the counties deemed comparable by the County itself.

For the above and foregoing reasons the undersigned has, based on the evidence and statutory criteria, selected the final offer of the Union for inclusion in the parties' 1983 agreement, and issues the following

AWARD

The Union's final offer, submitted to the Wisconsin Employment Relations Commission, shall be included in the parties' 1983 Collective Bargaining Agreement along with all of the provisions which were agreed to by the parties for inclusion therein.

Dated at Madison, Wisconsin this 18th day of August, 1983.


George R. Fleischli
Mediator-Arbitrator