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3.7% wages!

U. S. of 6.7% cost  
> 9.2% lift

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 In the Matter of Mediation/Arbitration  
 between  
 BROWN COUNTY (LIBRARY)  
 and  
 BROWN COUNTY PARA-PROFESSIONAL LIBRARY  
 EMPLOYEES, LOCAL 1901-D, AFSCME, AFL-CIO  
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WISCONSIN COMMISSION

Case CLXXI  
 No. 30670  
 MED/ARB 1991  
 Decision No. 20261-A

*Gundermann,*  
 7/83

Appearances:

- Mr. Gerald E. Lang, Personnel Director; for the County.
- Mr. James W. Miller, Representative, Bay District; for the Union.
- Mr. Neil M. Gundermann, Mediator-Arbitrator.

ARBITRATION AWARD

Brown County, Wisconsin, hereinafter referred to as the County, and Brown County Para-Professional Library Employees, Local 1901-D, AFSCME, AFL-CIO, hereinafter referred to as the Union, were unable to reach an agreement on the terms of a 1983 collective bargaining agreement. Pursuant to Section 111.70 (4)(cm)6 of the Municipal Employment Relations Act, the undersigned was selected to serve as mediator-arbitrator in the matter. Mediation was held on April 27, 1983 at the Brown County Library, and when it was determined that an impasse had been reached, an arbitration hearing was held on the same date. The parties filed post-hearing briefs.

UNION'S FINAL OFFER:

- Effective January 1, 1983: 5% across-the-board increase
- Effective July 1, 1983: 2% across-the-board increase
- Effective October 1, 1983: 2% across-the-board increase

COUNTY'S FINAL OFFER:

1. Effective January 1, 1983, 31¢ across-the-board
2. Employes hired after January 1, 1983 cannot carry more than ten (10) days of vacation at the end of the calendar year.

UNION'S POSITION:

According to the Union, the County is using a limited comparison with the library in the City of Oshkosh, and a comparison of the classification Clerk/Typist I with the classification Library Assistant. The County has attempted to show through

evidence (County Exhibit #8) that the top rates received in other communities are received after a longer period of time than it takes to achieve the top rate in the County. The County's evidence establishes that it takes from one to seven years to reach the maximum rate. However, the evidence introduced by the County (County Exhibit #9) indicates, based on the seniority list, the average years of service for employes in the bargaining unit is eight years, eleven months. It is emphasized by the Union that the seniority of bargaining unit employes is far in excess of the time it takes to reach the maximum rate for the County's comparisons. Consequently, the Union contends that in making comparisons the arbitrator should use the maximum rates of the classifications.

The Union also argues that the County's offer is less than it has offered to its only settled unit, and less than the increases offered to public employes in the Green Bay and Brown County area. It is noted by the Union that the County has included Courthouse employes and City Hall employes in its comparison for 1981 and 1982, but not for 1983. The fact that these units have not been compared for 1983 at least suggests that the County's proposed settlement is less than that offered to other County employes and other public employes in the area.

According to the Union, the County is comparing the lowest paid positions in the bargaining unit to the lowest paid employes in other areas, but fails to identify how many employes are working in the classifications. There is no basis for accepting the argument that if the lowest paid classifications are comparable, the rest of the rates paid for higher classifications must also be comparable. Moreover, the County has failed to compare the higher classifications within the bargaining unit to other classifications in other County or City bargaining units. The Union emphasized that the job descriptions for the Library Assistant II and III, Program Coordinator, and Program Specialist require a Bachelor's degree or its equivalent. Additionally, the County's evidence (County Exhibit #10) would have the arbitrator compare the 1983 proposals of the County with the 1982 rates for the City of Oshkosh Library System.

In contrast to the County, the Union uses a broad comparison of wages paid to larger and smaller library system employes. Because the County's system is County-wide, rather than limited to one city, an issue arises as to just where the County library system compares to other library systems. According to the Union, its evidence (Union Exhibits #7 and #8)

establishes two things: (1) not all libraries have the same classification system that the County uses; and (2) Brown County employees are paid less.

According to the Union, its proposal is an attempt to catch up and make headway in getting the employees paid for the work they do and for the knowledge and skill required of them by the job descriptions. The Union submits that the rates are not high for a Bachelor's degree or its equivalent.

The Union emphasized that in its proposal it uses split increases which will cost the County a little over 6% for 1983. The Union is not seeking to catch up all at once, but is requesting that the County make a move toward a more reasonable pay plan. A comparison of the evidence submitted by the Union (Union Exhibits #4 and #5 and the County exhibits) on settlements within the area, establishes the unreasonableness of the County's offer in comparison to the Highway settlement. The top rate of the Highway Department received a 5.12% increase, while the County offers the top rate in the library a 3.71% increase. The evidence further establishes that the insurance payments and retirement payments are comparable, and indicates the County pays 95% of insurance. Only one city, Madison, pays a lesser percentage.

The Union notes that the County has not said it could not pay the increases, but has only said that it would not pay the increases. The County runs a highly sophisticated library system, and it is in the public interest to hire the best employees and pay them a comparable wage. While the Union recognizes present economic conditions, to hold down people who are already behind will only place those employees further behind and give a break to an employer who is not paying comparable wages. The Union argues this is not the function of the arbitration system or the arbitrator.

A comparison between Union Exhibits #7, #8 and #9 further points out the reasonableness of the Union's offer when it takes until October to reach the maximum rates, and some of those used in the comparisons received the higher rates in January of 1983. Still others used in comparisons have enjoyed the higher rates since 1982.

Based on the exhibits and the mediation/arbitration criteria, the Union respectfully requests that the final offer of the Union be incorporated into the 1983 collective bargaining agreement.

COUNTY'S POSITION:

It is the County's position that the evidence establishes that its wage structure is already more than competitive with those systems which the Union contends are comparable. While the rate of pay in the City of Sheboygan is \$6.16 per hour, the County notes that it requires fifteen years of service to attain that rate. The starting rate in Sheboygan is \$5.04 per hour, while the County's starting rate is \$5.67 per hour. Additionally, it only requires one year of employment with the County to attain the maximum hourly rate of \$6.05. Additionally, in Sheboygan it takes fifteen years to reach the maximum level of pay for a Library Assistant II, Library Assistant III, and Maintenance II. The starting rate in Sheboygan for Library Assistant II for 1983 is \$5.58 per hour, whereas the County is at \$6.44 per hour for 1982. The Library Assistant III starting rate in Sheboygan for 1983 is \$7.06 per hour, whereas the County's starting rate in 1982 is \$7.15 per hour. Again, the County only requires one year to attain the maximum rate of pay for both Library Assistant II and Library Assistant III, in addition to Maintenance Worker II.

With regard to the Oshkosh comparables, it requires five years of service for a Library Assistant I to arrive at the maximum rate of \$6.11 per hour. It requires seven years for a Library Assistant II to reach the maximum rate, and six years for a Library Assistant III to reach the maximum rate. While the Union also compares Maintenance Worker II with an hourly rate of \$7.52, the County contends a more comparable rate is that of Custodian II, which has a maximum rate of \$6.84 per hour. The Maintenance Engineer in Oshkosh receives a maximum rate of \$7.58 per hour, and therefore the Custodian II position is more comparable to the County's Maintenance II position.

In regard to the comparison of Fond du Lac, it must be noted that the \$5.92 per hour used for Library Assistant I is actually a Library Assistant II rate; the \$6.64 per hour figure used for Library Assistant II is actually a Library Assistant III rate; and the \$7 per hour figure listed under Library Assistant III is actually a Library Assistant IV starting rate. The information also indicates the figures used for Fond du Lac are 1983, not 1982 figures.

Regarding the comparability of Eau Claire contained in Union Exhibit #7, the County notes it requires five years of service to reach the maximum wage rate for the City of Eau Claire library positions.

In the case of Madison, another comparable used by the Union, it requires forty-two months of employment to attain the maximum rate. In the City of Milwaukee, another comparable, it requires eight years to achieve the maximum rate of \$7.43 for a Library Assistant II, and five years to reach the maximum rate of pay of \$8.78 for Library Assistant III.

According to the County, the Kenosha comparables used by the Union are of little value, as they are the only ones which include a cost-of-living adjustment.

The County has consistently taken the position that to compare it with Milwaukee, Madison and Kenosha is not a valid comparison. There have been a significant number of arbitration decisions, both interest and grievance arbitration, which hold that the major urban areas of Wisconsin, particularly Madison and Milwaukee, are not appropriate comparables for other parts of the State.

A review of the overall compensation presently received by municipal employees employed by various municipalities establishes that the County is highly competitive. It must be noted the County pays 95% of the family health insurance premium and 100% of the single health insurance premium. While the County does contribute a dollar amount to the Wisconsin Retirement Fund, the dollar amount currently is a 100% payment for all library paraprofessional employees. Therefore, the County submits it is competitive with fringe benefits received by its employees as compared to those received by other municipal employees.

The cost of the County's final offer is 42¢ per hour for 1983. In contrast, the actual total impact of the Union's final offer is something over 62¢ per hour over the life of the contract. (Under the Union's proposal, the average hourly rate prior to October 1, 1983 in the bargaining unit is \$7.36 per hour. The 2% increase in this wage brings the average hourly rate after October 1, 1983 to \$7.50. When the average hourly rate of \$6.88 per hour, prior to January 1, 1983, is subtracted from the average hourly rate of \$7.50 per hour after October 1, 1983, it becomes evident that the cost of the Union's final offer is slightly over 62¢ per hour.) The County concludes the final cost of the Union's proposal averages slightly over 9% over the term of the contract.

In contrast to the Union's proposed increase, the percentage increase in the Consumer Price Index for calendar 1982 was 3.9%. This compares with the 9% wage increase sought by the

Union. The Union has submitted no evidence with regard to the average consumer prices for goods and services or any Consumer Price Index information. The County further notes that the CPI in 1983 has remained relatively constant on an annual basis, and has even dropped somewhat for the first quarter of calendar 1983. The County's final offer of 31¢ per hour exceeds the Consumer Price Index by 1% to 2%. In fact, based on \$6.88 per hour, the average hourly wage prior to January 1, 1983, the final cost of the County's offer of 42¢ per hour works out to an increase of slightly more than 6.1%. It is further argued by the County that the Green Bay metropolitan area has consistently remained one of the lowest cost areas in the State, and has consistently been either the lowest or one of the lowest priced cost-of-living areas in the State.

In conclusion, it is the County's position that its final offer in this matter is the more reasonable of the two final offers, and respectfully requests that the arbitrator select the County's offer to be incorporated into the 1983 collective bargaining agreement.

#### DISCUSSION:

The two issues in dispute include wages and the carry-over of vacation from one year to the next for employes hired after January 1, 1983. The Union's final offer in the area of wages is 5% effective January 1, 1983; 2% effective July 1, 1983; and 2% effective October 1, 1983. The County's final offer is 31¢ effective January 1, 1983.

The average hourly rate on December 31, 1982, was \$6.88. Thus, the Union's final offer, which represents an increase in the rates of 9.2% as a result of compounding the percentages, generates a 63.5¢ increase in the average hourly rate over the term of the agreement. The actual cost of the Union's final offer is 45¢ per hour over the term of the agreement as a result of the split increases. The County's final offer of 31¢ per hour effective January 1, 1983, represents an increase of 4.5% in the average hourly rate of \$6.88.

The first issue to be addressed is that of comparables. While there is no direct comparable to the County's library system, certainly the most comparable employers are other library systems which provide essentially the same service, albeit for a city. Among the comparables relied upon by the Union are Madison and Milwaukee. Neither appears to be truly comparable considering

the metropolitan area those libraries serve. The same cannot be said of the other comparables: Appleton, Eau Claire, Fond du Lac, Kenosha, Sheboygan, West Bend, and Oshkosh.

A review of Union Exhibit #7 establishes that at the Library Assistant I maximum the County is competitive. Both West Bend and Sheboygan have higher rates, but those rates are 1983 rates while the County's rate is the 1982 rate. At the Library Assistant II maximum the County is just below the mid-point. At the Library Assistant III level the County is also just below the mid-point.

The area where the County appears to be least competitive is in the Driver I classification. However, the County also has a Driver II classification. It is impossible to compare the County's Driver I and II classifications to the Driver I in the other systems.

Essentially the Union argues that an increase of the magnitude it is seeking is justified on the grounds of "catch-up." While an argument could be made that the County could improve its position relative to the other systems, the evidence does not support the conclusion an increase of 9.2% is needed to place the County in a competitive position. The County is at or just below the mid-point in most of the classifications.

It must also be noted that the employees reach their maximum salary after one year of service, where in a number of other systems it takes considerably longer. While the Union notes that the average seniority of bargaining unit members is eight years, eleven months, indicating the employees would have reached their maximum in other systems during their employment, it must be pointed out that the employees receive their maximum salary after one year and continue to receive it. Thus, their actual earnings may be greater over a period of time than the earnings of other employees who have a somewhat higher maximum but do not reach the maximum for a number of years.

An additional argument is advanced by the Union that the County has offered a larger salary increase to another County bargaining unit and this unit is entitled to a similar increase. While the evidence establishes that another unit was granted a larger increase than is being offered this unit, one settlement does not establish a pattern. If the County had offered all other bargaining units, or even a substantial number, increases in excess of what it is offering this unit then the Union would have a persuasive argument. However, one settlement cannot be viewed as controlling.

In support of its position, the County argues it is competitive with other library systems. Based on the evidence one must conclude that while slightly below the mid-point of the comparables the County is reasonably competitive, at least sufficiently competitive to support a finding that an increase of 9.2% is not essential to place it in a competitive position. Whether the County will remain competitive is open to conjecture.

Another argument advanced by the County is that the cost of living as measured by the CPI supports its final offer. The County notes its offer exceeds the increase in the CPI.

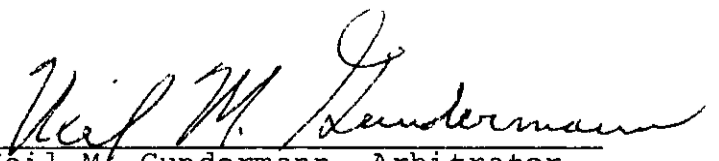
A review of the evidence leads the undersigned to conclude that an increase of 31¢ per hour is somewhat less than the settlement with another County bargaining unit and less than settlements arrived at between other public employers and unions. The undersigned is also persuaded there is insufficient evidence in the record to justify an increase of 9.2% on the rates, even though such increase costs 45¢ over the life of the agreement. Ideally, the area of settlement would be somewhat greater than that offered by the County and somewhat less than that being sought by the Union. On balance, it is the opinion of the undersigned that the County's final offer is the more reasonable of the final offers and more closely comports to the statutory guidelines.

The remaining issue is a request by the County to limit vacation carry-over to ten days at the end of a calendar year for employees hired after January 1, 1983. The Union argues that under the 1982 agreement employees hired after January 1, 1982 can carry forward only fifteen days of vacation and there is no reason to reduce that number to ten days. The County claims that vacation carry-over causes problems with staffing and vacation scheduling. ~~The County failed to meet its burden regarding the issue.~~ Considering the fact that the time limit on vacation carry-over applies only to new hires, the undersigned is not persuaded this issue is of such magnitude as to overcome the issue of wages.

The undersigned, after giving due consideration to the statutory guidelines, renders the following

AWARD

That the County's final offer be incorporated into the 1983 agreement.

  
Neil M. Gundermann, Arbitrator

Dated this 29th day  
of July, 1983 at  
Madison, Wisconsin.

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issue but lost  
on whole  
package*