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WISCONSIN EMPLOYMENT RELATIONS COMMISSION

BEFORE THE MEDIATOR/ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Mediation/ Arbitration of a Dispute Between :
 BROWN COUNTY :
 and : AWARD AND OPINION
 BROWN COUNTY PROFESSIONAL :
 LIBRARIANS, LOCAL 1901B, : Decision No. 20262-A
 AFSCME, AFL-CIO :

Case No. CLXXII
 No. 30702
 Med/Arb 2016

Hearing Date May 3, 1983

Appearances:

For the Employer MR. KENNETH J. BUKOWSKI,
 Corporation Counsel

For the Union MR. JAMES MILLER,
 Staff Representative

Mediator/Arbitrator MR. ROBERT J. MUELLER

Date of Award August 31, 1983

BACKGROUND

The above-entitled matter came on for hearing before the undersigned who was selected as the sole mediator/arbitrator to hear the dispute from a panel furnished by the Wisconsin Employment Relations Commission. The parties were present at the hearing and were afforded full opportunity to present such evidence, testimony, and arguments as they deemed relevant. Post-hearing briefs were filed by the parties and exchanged through the mediator/arbitrator. Neither party withdrew nor modified its final offer as a result of mediation efforts and the final offers of the respective parties as submitted in arbitration were as follows:

UNION'S FINAL OFFER:

January 1, 1983 - 5% across the board increase
 July 1, 1983 - 2% across the board increase
 October 1, 1983 - 2% across the board increase
 No change in vacation article

COUNTY'S FINAL OFFER:

Employees hired after January 1, 1983, cannot carry more than ten (10) days of vacation at the end of the calendar year.

46 cents across the board increase effective January 1, 1983.

The current contract provides that, "employees hired after January 1, 1982, cannot carry more than fifteen (15) days of vacation at the end of the calendar year." The County's final offer proposes to reduce the 15

day limit to 10 days and change 1982 to 1983 so as to apply to the current contract year. The Union proposes that no change be made in such provision.

UNION'S POSITION

The Union contends their wage proposal is necessary to achieve a catch-up on wage rates. They point out that the employees in this bargaining unit are highly skilled professional employees in jobs wherein the job description calls for a masters degree, or its equivalent.

They state in their brief that:

"...Using both the Employer Exhibits #8, 9, 10 and Union Exhibits #7, 9, 12, even though there are differences in the comparables, there is no dispute in showing the fact that the Brown County Library employees are not paid as well as those we have compared to in either larger or smaller Libraries. It should be noted that the Union has compared to Libraries both larger and smaller. The Employer has used only smaller Libraries. Brown County ought to be the leader in the comparison of smaller Libraries, but they are not. Brown County should be near the top of larger Libraries but they are not. Large or small, Brown County is behind in wages paid."

The Union computes its wage proposal as constituting a total percentage increase for the year of 6.25%. Commenting on the relationship of such proposal to those wage increases granted in the Green Bay, Brown County area, the Union contends that such increase is less than some of the increases granted as shown by Union Exhibits 4 and 11. They compute such increases to range from 4.69% to 6.58% as reflected by such two exhibits.

The Union categorizes its wage proposal by the statement contained in its brief as follows:

"...Even with the increase asked for by the Union, Brown County will not be a leader in any classification. In some classifications we will not raise our ranking and in others we will increase our ranking slightly. While the Union recognizes the times, a 6.25% average increase is not unreasonable. We are not asking that we be made a leader; we are only asking for a slight catch up on a most reasonable manner."

COUNTY'S POSITION

The County spent the bulk of its brief in arguing and pointing out alleged reasons as to why various of the comparables listed by the Union in their exhibits should not be considered. They contend that Madison and Milwaukee should not be considered inasmuch as they are in a totally different economic category. With respect to Kenosha, the County contends that it is the only library system containing a cost of living allowance. As a result of such provision in the Kenosha contract, the rates in effect have become extremely lucrative to which a comparison should not be made.

Commenting on the rates shown for the City of Eau Claire, the County contends that the salary plan at Eau Claire has recently been changed to a plan containing merit maximum rates. They contend that most of the employees at Eau Claire are currently near the mid point of the salary range and that any comparison should be made to that point in the salary plan structure.

The County further points out that in some of the other listed comparables, it requires a number of years for employees to attain the maximum rate of pay in the salary schedule. For instance, they contend that employees in the Sheboygan library system do not obtain the maximum rate until the fifteenth year. In Oshkosh, the maximum rate is attained after four years of employment.

The County also contends that a meaningful comparison is not possible between the classified positions at Brown County with those listed in the Appleton public library system. They point out that the Appleton library contains classification descriptions different from that of Librarian I, II, and III, and that a meaningful selection of a comparative job description to those in Brown County is extremely difficult.

The County argues that the controlling consideration applicable to this case concerns that comparable or substantially comparable level of settlements with other departments or units of government with Brown County employees along with recognition of the Consumer Price Index increase which over the past year has been 3.9%.

The County contends that their final offer of 46 cents per hour on wages only, is more in keeping with the CPI increase, the level of settlements reached with other bargaining units and their employees, and by application of the statutory criteria, is the more reasonable.

DISCUSSION

There can be no dispute concerning the fact that an application of the cost of living criteria specified in paragraph e of Section 111.70(4)(cm)7, favors the County's final offer.

An evaluation of the record evidence involving the overall compensation presently paid the bargaining unit employees involved in this case compared to those listed comparables chosen by the parties, indicates that there is insignificant difference from an overall viewpoint from the standpoint of the total fringe benefits attributable to the unit employees as compared to others. In making such observation, the arbitrator has drawn that comparative conclusion only from an evaluation of the fringe benefits and has excluded direct wage rates from consideration in arriving at such conclusion. The direct wage rate comparison is one requiring specific and direct evaluation within that criteria specified in paragraph d of the statute.

The Union contends that the level of pay for the employees working as Librarian I, II, III, and media specialist, are sufficiently and significantly below that of comparable libraries so as to warrant the implementation of interim increases and to effectuate a catch up in actual hourly rates of pay.

The County did not directly address the catch up argument advanced by the Union in its brief, but has alleged that its exhibits support, without comment, its determination that no catch up is necessary.

In its Exhibits 8, 9, and 10, which purport to be comparisons of Library I, II, and III with comparable classifications in other libraries, the County has listed and made comparisons to the following libraries: LaCrosse, Eau Claire, Oshkosh, Appleton, and Sheboygan. The Union, on the other hand, has set forth comparative data in exhibits of Appleton, Eau Claire, Fond du Lac, Kenosha, Madison, Milwaukee, Sheboygan, and West Bend.

In what the undersigned would consider to be the most

meaningful comparison, would be one with those most closely contiguous employers possessing relatively similar size. It would appear that a comparison of the Brown County employees to those in the libraries at Oshkosh, Appleton, and Sheboygan, would be the most desirable as they constitute the most closely contiguous libraries and the ones for whom both parties have supplied comparative data.

In its Union Exhibit No. 7, the Union has indicated top rates for Librarian I at Appleton of \$9.68 and at Sheboygan of \$11.63. The Union did not list any data for Oshkosh on its exhibit. On County Exhibit No. 8, the County, however, listed Oshkosh at \$9.50. If one runs an average of such rates, one arrives at a figure of \$10.25 per hour average rate. Under the County's final proposal, the top rate for Librarian I for calendar year 1983 would be \$9.01. Under the Union's proposal, the top rate after the last increase on October 1, 1983, would be \$9.32. From such computation, one can see that the County's final offer would result in an hourly rate of pay \$1.26 per hour less than the average of the three comparables using the above indicated rates.

If one, however, gives recognition to the County's argument that it takes employees 15 years to attain the top rate under the Sheboygan pay plan, and accepts the County's contention that no employees at the Appleton libraries are at the current maximum rate, and in recognition of such two contentions, scales down those comparative points in the respective salary schedules of those two comparables so as to reflect an approximate mid point where the County has indicated most employees would be located, one comes to the following type calculation. Averaging the top indicated rate for Librarian I at Oshkosh of \$9.50 with the calculated mid point rate at Appleton of \$10.36 and the calculated mid point of the Sheboygan salary range at \$9.70, one arrives at an average of those three comparables of \$9.85 per hour. Again, if one compares that average with the average proposed by the County of \$9.01, one finds that the Brown County Librarian I will be 84 cents per hour below the average of the three nearest comparable employers for whom data has been supplied by the parties.

Looking to several other listed comparables, one finds that the County has shown the Librarian I mid point rate for 1983 at Eau Claire to be \$10.86. The top rate shown for Librarian I for 1983 at the LaCrosse libraries is shown to be \$8.70. If one averages those two additional comparatives, one would again conclude that the Librarian I at Brown County is well below the average of those two comparatives. There is no evidence in the record to explain why the substantial difference in rates between Eau Claire and LaCrosse of that classification. Additionally, there is no evidence in the record to move the arbitrator to accept and adopt the LaCrosse rate as more persuasive as a comparative over that of Eau Claire, or visa- versa.

It therefore appears from an evaluation of the comparative data supplied by both parties, along with a modification of the data supplied by the County in a manner tending to make such data more favorable and more realistic for comparative purposes to the County's final proposal, that there nevertheless exists a significant difference between the rate payable to the Brown County employees to that comparable rate paid to employees similarly situated in other comparable libraries.

The facts and data in this case are significantly different from the data and comparative facts that were before Arbitrator Gundermann in the case involving the para-professional employees of the Brown County library wherein he was faced with considering and choosing between an identical type Union

offer and a County offer that was somewhat less than the offer of the County in this unit. In the case before Arbitrator Gundermann, it is clear that the data presented by the parties did not persuade Arbitrator Gundermann to find that a significant discrepancy existed between that level of pay being paid the unit employees in Brown County in comparison to comparable employees in other library settings. Arbitrator Gundermann specifically found in that case that the County's rates were competitive and comparable to the extent that a catch up was not shown to have been justified.

The undersigned is persuaded by the comparable evidence, and, in fact, utilizing that data contained on the County's briefs with modifications to pay recognition toward matters such as longer time in grade required to reach a higher level of pay, that a strong case has been made by such data justifying a catch up wage increase in this situation. It would appear that the County has not maintained a competitive position of wage rates of the professional library employees in a manner similar to that of maintaining a competitive position of wage rates with the para-professional.

While the above analysis engaged in by the arbitrator has dealt only with data applicable to the Librarian I classification, a similar evaluation of the data involving the Librarian II and Librarian III classifications leads to the same conclusions and results.

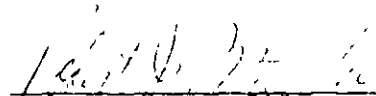
The final proposal of the Union while constituting a somewhat inflated appearance from a cents per hour viewpoint when viewed from a calendar year basis, nevertheless constitutes an annual cost level for the contract year that is not unrealistic nor out of line when compared with the total cost of settlements granted and arrived at with other bargaining units in the Brown County and City of Green Bay area.

Both parties have addressed but only minimally the other issue presented in this case by the County's final proposal. That issue concerned the County's proposal to change the number of days that employees may carry over accumulated vacation. Neither party addressed or presented truly persuasive argument in support of their respective positions on such issue. In the considered judgment of the undersigned, such issue is not of such significance or of such importance as to dominate the otherwise major issue of wages.

On the basis of the total record evidence and after due consideration of the final offers within the application of the statutory factors of Section 111.70, the undersigned finds that the following shall issue as and for the decision and award in this case.

AWARD

That the Union's final offer be incorporated into the 1983 Agreement.



Robert J. Mueller
Mediator-Arbitrator

Dated at Madison, Wisconsin
this 31st day of August, 1983.