

SEP 27 1983

In the Matter of Final and Binding : WISCONSIN EMPLOYMENT  
 Final Offer Arbitration : RELATIONS COMMISSION  
 : AWARD  
 Between :  
 : Case XLIV No. 30905  
 TEAMSTERS LOCAL NO. 695 :  
 : MED/ARB-2081  
 and :  
 : Decision No. 20404-A  
 SAUK COUNTY

I. NATURE OF PROCEEDINGS. This is a proceedings in final and binding final offer arbitration between Teamsters Union Local No. 695 representing the Sauk County Courthouse employees and Sauk County, under Section 111.70 (4) (cm) of the Wisconsin Employment Relations Act.

The Wisconsin Employment Relations Commission on March 10, 1983, issued an Order requiring that mediation-arbitration be initiated to resolve an impasse arising from collective bargaining between the Union and the County Courthouse employees and clerical employees of the County Highway Department. The parties having selected on April 19, 1983, Frank P. Zeidler of Milwaukee, the Commission appointed him mediator-arbitrator on April 20, 1983. Mediation to resolve the issue took place on May 17, 1983, but was not successful. A hearing in arbitration took place on the same day. Parties were given full opportunity to present evidence and give testimony and make argument. Briefs and reply briefs were supplied to the mediator-arbitrator. The parties disputed whether the brief and reply brief of the Union were timely submitted under the agreed deadlines, but the mediator-arbitrator accepted them.

II. APPEARANCES.

MARIANNE GOLDSTEIN ROBBINS, Attorney, GOLDBERG, PREVIANT, UELMEN, GRATZ, MILLER & BRUEGGEMAN, S.C., appeared for the Union.

ROBERT M. HESSLINK, Jr., Attorney, DE WITT, SUNDBY, HUGGETT & SCHUMACHER, S.C., appeared for the County.

III. THE ISSUES.

A. Union Offer.

"UNION'S FINAL OFFER

"SAUK COUNTY COURTHOUSE EMPLOYEES

"(Other Than Already Agreed to Articles and Sections in 1982 Agreement)

"1. ARTICLE V. WAGES

"Effective January 1, 1983, full time and part-time employees' wages shall be increased by four and one-half percent (4-1/2%) rounded to the nearest whole dollar, above the 1982 salary rates. These wages shall be set forth in Appendix A to this Agreement.

"2. ARTICLE X. HOURS OF WORK AND OVERTIME

"Section 4. Change compensatory time off from straight time to time and one-half (1-1/2).

"3. ARTICLE XII. HOLIDAYS

"Section 3. Employees required to work on a holiday will receive compensatory time off at one and one-half (1-1/2) times the hours worked at a mutually agreeable time between the employee and Employer.

"4. ARTICLE XVI. HEALTH AND WELFARE

"Present Contract (1982 Agreement).

"5. ARTICLE XX. LONGEVITY

"Longevity shall be changed by substituting the figure forty-five (45) for the number thirty-six (36) and changing Twelve Dollars (\$12.00) to Fifteen Dollars (\$15.00).

"6. ARTICLE XXVI. DURATION OF AGREEMENT

"January 1, 1983, through December 31, 1983 (1 year Agreement)."

B. County Offer.

A final offer of the County was made on February 15, 1983, and amended on February 23, 1983:

(1) "Wages shall be increased by 3.5 percent (over present rates)" (2/23/83)

(2) "ARTICLE XVI, Section 1, shall be amended so that the first two sentences read as follows:

"The EMPLOYER agrees to pay 90 percent of the family plan hospital and medical insurance premiums for regular and full-time employees who require family coverage and 90 percent of the hospital and medical insurance premiums for single employees who require single coverage, including any major medical portions." (2/15/83)

(3) "The proposed change with regard to Employer payment of health insurance premiums, under ARTICLE XVI, Section 1, shall be effective April 1, 1983." (2/23/83)

(4) "ARTICLE XX -- LONGEVITY, shall be changed by substituting the figure 45 for the number 36 and changing \$12.00 to \$15.00." (2/15/83)

(5) "ARTICLE XII, 'HOLIDAYS', Section 3, shall be amended to read as follows:

"Employees required to work on a holiday will receive compensatory time off at a mutually agreeable time in the amount of one and one-half times the hours actually worked on a holiday." (2/23/83)

(6) "The 'Medical Secretary' positions as shown in Appendix A shall be reclassified, in accordance with the attached position descriptions into the 'Medical Secretary' and 'Medical Accounting Clerk', each position remaining at the existing salary range." (2/15/83)

C. From the foregoing it can be seen that the parties are in agreement on the contract changes proposed for longevity and for holiday compensation. There is also no disagreement on the duration of the agreement.

IV. FACTORS CONSIDERED. The following criteria are factors under Section 111.70 (4) (cm) 7 to be considered by the arbitration:

"7. Factors considered. In making any decision under the arbitration procedures authorized by this subsection, the mediator-arbitrator shall give weight to the following factors:

"a. The lawful authority of the municipal employer.

"b. Stipulations of the parties.

"c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

"d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.

"e. The average consumer prices for goods and services, commonly known as the cost-of-living.

"f. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

"g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

"h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

V. LAWFUL AUTHORITY. There is no issue here involving the lawful authority of the Employer.

VI. STIPULATIONS OF THE PARTIES. The parties have stipulated to all other terms of their agreement except those recited here.

VII. FINANCIAL ABILITY. There is an argument raised by the County as to its financial ability to meet the cost of the Union offer. It raises the question of whether it is in the interest and welfare of the public to meet this cost. This matter will be addressed later. However, the arbitrator finds that the County can meet the cost of either offer.

VIII. COMPARABLES. Sauk County has as contiguous counties Juneau, Adams, Columbia, Dane, Iowa, Richland and Vernon Counties. However both parties have emphasized the relationship between Sauk and Columbia Counties as being the most comparable and as being a type of comparison used by other arbitrators. The arbitrator here accepts this emphasis on the more comparable qualities of the relationship between Columbia and Sauk Counties, but notes that the parties themselves in this matter have sometimes emphasized the differences between these counties. The following table shows the degree of comparability in some aspects of each county. The information comes from the Wisconsin Blue Book 1981-82 (County Ex. 21).

Table I

1981-82 DATA ON SAUK AND COLUMBIA COUNTIES

	<u>Sauk</u>	<u>Columbia</u>
Square Miles, 1970	841	776
1970 Population	39,057	40,150
1980 Population	43,469	43,222
Percent Pop. Change	11.30	7.65
Rank by Population	27	28
Full value assessment, '79	\$1,001,686,410.	\$1,018,605,130
Effective General Tax	\$16,397,434	\$14,846,939
1983 Mill Rate	3.64(1)	1.989(2)
Unemployment Rate, percent(3)		
December 1982	17.6%	16.4%
Annual Average 1982	13.7%	12.0%

(1) County Ex. 13

(2) County Ex. 12

(3) County Ex. 11

IX. WAGES. The Union is proposing a 4-1/2% wage increase across the board and the Employer is proposing a 3-1/2% increase across the board. Union Exhibit 18 gives these data based on an average of top wage in each classification:

Table II

UNION ESTIMATE OF WAGE OFFERS' MONTHLY INCREASES PER AVERAGE EMPLOYEE

	<u>1982</u>		<u>Inc.</u>		<u>1983</u>	
	<u>Rate</u>				<u>Rate</u>	
	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	<u>Month</u>
Union	6.01	1,009.00	0.27	45.00	6.28	1,054.00
County	6.01	1,009.00	0.21	35.00	6.22	1,044.00

Union Exhibit 18 did not list the number of employees used in the calculation to arrive at the above data. County Exhibit 35 showed calculations by which the County concluded that the full-time equivalent of employees in the bargaining unit came to the number 74.35, which included also the FTE of 16 part-time employees. County Exhibit 37 is the source of these data:

Table III

COUNTY ESTIMATE OF WAGE OFFERS' INCREASES FOR AVERAGE EMPLOYEE

	<u>1982</u>			<u>1983</u>		
	<u>Hour</u>	<u>Month</u>	<u>Year</u>	<u>Hour</u>	<u>Month</u>	<u>Year</u>
Union	5.90	991.20	11,894.40	6.17	1,035.80	12,429.65 (1)
County	5.90	991.20	11,894.40	6.11	1,025.89	12,310.70 (1)

(1) Annual difference total for 74.35 employees equals \$8,843.93.

County Exhibit 37 calculated the annual pay total compensation cost for itself for the average employee in 1982 to be \$14,344.68. This included payments for straight time, overtime, longevity, retirement, health insurance and life insurance. Under the County offer this overall cost would be \$15,241.91 in 1983 and under the Union offer it would be \$15,424.00 in 1983. The County calculated that the total hours worked in 1982 including base hours, overtime and compensatory time hours amounted to 2,051.7 for the average employee, but of these hours only 1,804.8 were actually worked. Based on this actual time worked, the County says that the effective hourly rate for hours actually worked in 1982 came to a rate of \$7.95 per hour. Under the County offer for 1983 this hourly rate would be \$8.46 or a 6.42% increase, assuming similar hours worked in 1983. For the Union offer the cost would be \$8.59 per hour or an increase of 8.05%. Under the Union offer, a larger amount of compensatory time paid for but not worked was used in the calculations, because of the Union offer on compensatory time.

Calculated from the data in County Exhibit 37, the overall cost for the 74.35 FTE employees in 1982 was \$1,066,526.90. In 1983 under the County's offer it will be \$1,133,236. Under the Union offer it will be \$1,146,774.40.

Some challenges have been presented to County Exhibit 37 which will be described later.

#### X. SAUK COUNTY COURTHOUSE WAGES COMPARED WITH COLUMBIA COUNTY COURTHOUSE WAGES.

A. Union Exhibit 18 states that the average hourly rate for Columbia Courthouse employees in 1983 was \$6.28 per hour. This was derived from top wages in each classification. County Exhibit 39, an affidavit from Judy Ness, a payroll employee of Columbia County, states that the average hourly wage on June 3, 1983, for the organized courthouse employees was \$6.01 per hour. It was \$5.72 per hour for the organized courthouse employees on November 5, 1982. The signer of the affidavit was not present to be cross-examined.

County Exhibit 37 states, however, that the average straight-time wage paid for Columbia County employees in 1983 per hour was \$5.96. This represents a 4.5% increase over 1982, so under this figure of \$5.96, the 1982 rate on the average would have been \$5.70. Using an average hourly rate of \$6.01 for Columbia County in 1983 would make the rate \$5.76 in 1982 on the average.

Also in County Exhibit 37, the County using the same calculation method as reported above on obtaining overall costs on an hourly basis, reported that the overall hourly cost for actual hours worked in Columbia County for 1983 cost \$7.94 as compared to the County offer of \$8.46 in Sauk and \$8.59 for the Union.

In some of the Columbia County data, the Employer developed data based on its own employee patterns as in the case of life insurance.

County Exhibit 38 is the source of the next table:

Table IV

COMPARISON OF HOURLY RATE FOR  
COMPARABLE POSITIONS

<u>Clerk II-Typist II</u>	<u>Minimum</u>		<u>Maximum</u>
Columbia County	\$5.51	(After 36 mo.)	\$5.89
Sauk County (Employer Offer)	5.68	(After 18 mo.)	6.04
Sauk County (Union Offer)	5.74	(After 18 mo.)	6.10
<u>Maintenance Worker-Janitor</u>			
Columbia County	5.61	(After 36 mo.)	6.00
Sauk County (Employer Offer)	5.68	(After 18 mo.)	6.04
Sauk County (Union Offer)	5.74	(After 18 mo.)	6.10
<u>Income Maintenance Worker</u>			
Columbia County	5.78	(After 36 mo.)	6.41
Sauk County (Employer Offer)	5.99	(After 18 mo.)	6.39
Sauk County (Union Offer)	6.05	(After 18 mo.)	6.46
<u>Personnel Account Clerk-Deputy County Clerk-Bookkeeper</u>			
Columbia County	5.61	(After 36 mo.)	6.00
Sauk County (Employer Offer)	6.12	(After 18 mo.)	6.49
Sauk County (Union Offer)	6.18	(After 18 mo.)	6.56
<u>Child Support Specialist</u>			
Columbia County	5.65	(After 36 mo.)	6.20
Sauk County (Employer Offer)	5.99	(After 18 mo.)	6.39
Sauk County (Union Offer)	6.05	(After 18 mo.)	6.46

B. Union's Position on Comparisons with Columbia County Courthouse Wages. The Union notes that the Courthouse employees at Columbia County received a 4-1/2% increase for 1983, and this fact makes the Union offer the more reasonable one.

The Union states it has taken the top step rate for each classification and divided this total by the number of classifications and thus it has reached an average wage rate of \$6.28 an hour for Columbia County. This is the same rate which would apply to the new levels in Sauk County under the Union offer. Counting on other similarities in benefits, the Union says there is no basis for the County's low wage offer.

The Union objects to the County's use of average pay rates in each of the counties on several grounds. One is that there is a different mix of employees and duties in each list of employees, so therefore the average pay rate reflects only the mix. Further the mix used by the Employer in the case of Columbia County does not consider the composition of the work force in 1983, but rather the work force in October 1982. The \$5.96 average rate for Columbia County in 1982 had given way to an actual hourly average rate of \$6.01 per hour in June 1983.

The Union says that average wage rates for an entire work force in the Courthouse are not directly comparable to the average work force rates in another county. The Union formula of taking the top wages in each scale may not be totally accurate either, but it is a means of comparing wage structure.

The Union also holds that the County's exhibit on comparable classifications is defective because on their face the classifications compared are not identical, and because the classifications selected were those where the Columbia County rate was higher. There are also rates where the Sauk County rate is higher, as in the case of Deputy County Clerk II, Deputy Clerk of Court II and Register in Probate. The Union says that the County analysis is one sided and should not be given weight by the arbitrator. An even-handed comparison shows that each County has some rates above the others, but when the rates for various classifications are averaged for maximum rates, the average wage rates are identical.

C. The County's Position on Comparison with Columbia County Courthouse Wages. The County in this matter is stressing package costs, but does address the wage rates also. It says that the Union's position on wage rates shows that the average wage rate paid to Columbia County employees for the 1983 settlement is \$5.96 per hour. The average wage rate paid to the Columbia County employees in 1982 was \$5.90 per hour and will increase under the County offer to \$6.11 per hour in 1983. The County rate would exceed Columbia County average rate by \$0.15 and the Union offer would exceed it by \$0.22 per hour.

The County cites its Exhibit 38 which it says shows that of the classifications listed, in every classification but one, the Sauk County rate would exceed the Columbia County rate. It also notes that Sauk County employees reach the maximum after 18 months whereas the Columbia County employees have to go to 36 months.

The County objects to the Union's wage comparisons which are not based on classification to classification or average rates for employees. It added up the maximum in each classification without consideration of how many employees are in those classifications. Thus it arrived at its rate of \$6.28 per hour for the present Columbia County average rate and for the Union offer, and \$6.22 for the County offer. The Union method gives too much weight to higher paid employees where there is only one in the classification, and it assumes that all are in the maximum of their ranges when according to County Exhibit 30 only 29 percent are in such ranges.

The County argues that the Union method of comparing wage rates is unreliable. The County says that the Union method of estimating wages overstates the wage rates applicable to both Sauk and Columbia Counties, only slightly overstates the Sauk County wage rates but grossly overstates those in Columbia County. This is so, first because 29% of Columbia County employees are not at the maximum rate, whereas almost all Sauk County employees are at the maximum rate, requiring only 18 months to reach it as compared to five years in Columbia County.

Secondly, the Union's use of only the top rates in each classification overstates the wage rates in Columbia County, because Columbia County has only nine different classifications, in which the two highest classifications have only 3% of the employees. Thus in averaging, the two highest classifications have been given too much weight. Sauk County has 49 separate pay classifications. Thus classifications at the high end of the scale would be weighted against 48 other rates.

The Employer holds that its Courthouse employees are overpaid relative to similar services in Columbia County. A slightly lower wage standard is justified. It is Columbia County which was in a "catch-up" status, and Sauk County, which is ahead, should not be required to match the percentage increase in Columbia County, or the inequity between them would never be erased.

D. Discussion. The parties have presented variations in methods of reducing a composite of wages to an average hourly cost and are asking that a judgment be rendered on them by the arbitrator. The arbitrator finds that both methods have problems serious enough for him not to rely on either of them as methods of comparison. The main problem with each method of averaging wages is that like quantities are not being compared: the mix of staff assigned in each county is quite different, and also the mix of classifications is different. A comparison can be made of some positions that are identifiable from titles, although the job descriptions are unknown, and this is somewhat helpful in determining whether in the comparable classifications one or the other county is making a higher payment. The following table is an illustration of this, and was developed by the arbitrator from County Exhibit 29 and County Exhibit 36.

Table V

COMPARISON OF 1982 AND 1983 RATES FOR SELECTED CLASSIFICATIONS IN SAUK AND COLUMBIA COUNTIES WHICH APPEAR COMPARABLE FROM THEIR TITLES

Columbia			Sauk				
Title	Hrly. Rate 1983	Annual	Title	Hourly Rate			Annual
				1982	1983 Un. Co.		
*Reg. in Probate	7.39	14,410	Reg in Probate	6.28	6.56	6.50	13,225
*Dep. Reg. in Probate	6.41	12,500	Dep. Reg. in Probate	5.60	5.85	5.80	13,104
*Dep. Reg. of Deeds II	6.41	12,500	Dep. Reg. of Deeds II	5.94	6.21	6.15	11,793
*Dep. Clk. of Crts. II	6.41	12,500	Dep. Clk. of Crts. II	5.94	6.21	6.15	11,692
*Dep. Cnty. Treas. II	6.41	12,500	Dep. Cnty. Treas. II	6.17	6.45	6.39	12,519
*Dep. Cnty. Clerk II	6.41	12,500	Dep. Cnty. Clerk II	5.94	6.21	6.15	12,398
*Asst. Bldg. & Grounds Director	6.41	12,500	*Asst. Bldg. Supt.	6.17	6.45	6.39	12,519
*Legal Secretary	6.41	12,500	Legal Secretary	5.94	6.21	6.15	12,398
Child Support Spec. II	6.18		*Child Support Spec.	6.18	6.46	6.40	13,003
Homemaker II	6.18		*Homemaker II	6.18	6.46	6.40	12,882
*Administrative Secy.	6.20		Administrative Secy.	5.71	5.97	5.90	
Acct. Clerk III	6.20)		*Acctg. Clerk II	6.22	6.50	6.44	
Acct. Clerk II	5.95)		*Benefit Specialist	6.43	6.72	6.66	
Benefit Specialist	6.20		Recep./SB Oper.	5.81	6.07	6.01	
*SB Oper./Rec. II	6.20)		Dep. Reg. of Deeds I	5.60	5.85	5.80	
SB Oper./Rec. I	5.71)		*Dep. Cnty. Treas. I	5.94	6.21	6.15	
*Dep. Reg. of Deeds I	6.00		Dep. Clk. of Crts. I	5.60	5.85	5.80	
Dep. Cnty. Treas. I	6.00		*Clerk I	5.50	5.75	5.69	
*Dep. Clk. of Crts. I	6.00		*(Typist I	5.50	5.75	5.69	
Clerk I	5.61		(Clerk Typist	5.48	5.73	5.67	
Clerk Typist I	5.61		*Typist II	5.84	6.10	6.04	
Clerk Typist II	5.89		*Clerk II	5.84	6.10	6.04	
Clerk II	5.81		*Clerk III	6.09	6.36	6.30	
Clerk III	6.00		(Inc. Mtce. Worker	6.18	6.46	6.40	
*Inc. Mtce Worker I	6.41		(Inc. Mtce. Lead Wkr.	6.85	7.16	7.09	
Community Health Aide	5.71		*Home Health Aide	5.60	5.85	5.80	
Soc. Service Aide I	5.89		*Soc. Service Aide I	5.94	6.21	6.15	

\*Higher Rate, Hourly



By this table one can see that in some of the higher official ranges, Columbia County tends to pay more, while in some of the clerical ranges, Sauk County pays more. It must be stressed however that many classifications in Sauk County are not readily compared with classifications in Columbia County, and also one does not know what duties are performed under the same job titles. The case is not made by the Employer that on base wages it pays more for the same type of work.

Averaging two varieties of employee mixes is an interesting exercise, but does not indicate precisely enough whether one or the other counties is paying more for the same kinds of work. Table V merely reveals that of the seemingly comparable classifications, Sauk County pays more than Columbia County in about half the cases. In a few cases a lesser hourly rate in Sauk County produces a higher annual rate than in Columbia County because of the more hours worked annually.

The best means of judging the wages in Columbia and Sauk Counties, then, is to simply compare percentage increases on past total base wages. The total dollar amounts of neither parties have been given - only an average. Increases in increments of employees in the steps of the range are not fully known to the arbitrator. Thus he is reduced to comparing percentage increases, and on this basis the offer of the Union at 4-1/2% across the board is more comparable to the Columbia County increase of 4-1/2% than the Employer offer of 3-1/2%, and therefore more nearly meets the criterion of comparability.

#### XI. WAGES - COMPARISONS WITH OTHER UNITS OF ORGANIZED AND NON-ORGANIZED EMPLOYEES IN SAUK AND COLUMBIA COUNTIES.

A. Each party presented exhibits relating to wage increases among other units of employees in Sauk and Columbia Counties. Union Exhibit 6 was an offer by Sauk County to its highway employees to grant a 28¢ per hour across the Board increase. What this percentage increase comes to was not stated. The Union involved was Local 360, AFSCME, AFL-CIO, which also had a 28¢ per hour offer (Un. 8). On February 22, 1983, the Employer offered its organized health employees a 3% wage increase across the board (Un. 9). The health care workers, Local 3148, AFSCME, AFL-CIO, proposed a 3% increase across the board in turn (Un. 10).

The Personnel Committee of the Sauk County Board recommended that the Board consider on June 14, 1983, to give a 4% across the board increase to administrative, supervisory, and non-represented employees (Un. 12).

Seven of the administrative employees received merit pay of 3% beside the base pay increase. Six received a merit increase of 6% and one an increase of 9% (Un. 13). The Employer argues that those receiving 6% and 9% respectively in merit pay above the base rate, in actuality received only 3%, since they had already achieved the merit pay level immediately below them and held it for a period of time. The Union originally challenged this but accepts it for a fact.

Also a recommendation was submitted to the Sauk County Board on June 9, 1983, by the Personnel Coordinator recommending cost of living adjustments for certain non-represented employees. The majority of the positions received a 4% COLA, but some also received "equity adjustments", so that increases ranged from 6% to about 12% (Un. 14).

According to Union Exhibit 17, Columbia Courthouse employees received a 4-1/2% increase for 1983 (also Un. 19), as noted earlier.

The Employer submitted a copy of the agreement between the County and the United Professionals for Quality Health Care, Dist. 1199W, for 1983 and 1984, but the document did not show percentage increases (Co. Ex. 19).

County Exhibit 40 consisted of the minutes of the Sauk County Board in which a 4% increase was granted to administrative, supervisory, and non-represented employees.

The requirements of eligibility for the merit raises of the County were described in County Exhibit 41, where Merit Step I required 30 months of service, Merit Step II required 54 months, and Merit Step III required 78 months.

An affidavit by Judy Ness, Columbia County employee in charge of payroll records, listed the following information:

- Non-union courthouse employee's pay increase for 1983 was 4%.
- Highway department pay increase for 1983 and 1984 provided in step increases of 3.3% in 1983 and 3.8% for 1984 with a total lift of 28¢ per hour in 1983, but on an average of 21.67¢ per hour.\* (Co. 28).
- Organized social workers' increase was 4% or 34¢ per hour on the average.
- Organized home employees' increase was 3% on 4/1/83 plus any increase "above Medicaid reimbursement above three (3%) percent."
- The organized courthouse employees received 4.5% on all steps and ranges.
- No employee of Columbia County enjoys benefits higher than sheriff's deputies as to vacation, holidays, longevity, retirement, sick leave and health insurance.

\* 20¢/hr. on 1/1/83, 8¢/hr. on 10/15/83.

B. Union's Position on Internal Comparisons and Comparisons with Columbia County Units. The Union points to a settlement between the County and the health care professionals and between the County and the Sheriff's employees, both of which provided for a 4-1/2% wage increase. It also notes that all unrepresented employees received a 4% cost of living adjustment as well as some adjustments for some of those employees. Eighteen different classifications received equity adjustments in addition to the 4% increases while fourteen administrative employees also received a merit pay increase of 3%. The Union holds that the 3-1/2% to the courthouse workers is unreasonable.

The Union rejects the County's argument that the Union did not want equity raises. The Union says that historically unions have opposed wage increases provided at management's discretion to individual employees because of the potential for favoritism. Further the County did have additional money available to provide for individual raises for courthouse employees, and it should have made that money available for an across the board increase.

C. County's Position on Internal Comparisons and Comparisons with Columbia County Units. The County argues that the percentage wage increase is not the best indicator of comparison, but the overall wage increase is the measure to be used. The County's offer of a 3.5% increase is only slightly more than half of its total payroll cost increase of 6.4%. Although some Sauk County employees received a 4.5% increase, such as the United Professionals, the unrepresented employees of Sauk County were granted a 4.0% general increase, and the employees at the Sauk County Health Care Center were offered a 3.0% increase, an increase which the Union in that case also proposed. The County says that these diverse wage increases are due in part to the fact that certain bargaining units are paid more, and others are paid less, than the comparable units in Columbia County. Since Columbia County has been paying less than Sauk to courthouse employees (Co. 28), the Columbia County employees received a 4.5% increase. Columbia County was required to engage in catching up somewhat.

In the case of social workers in Sauk County, they were being paid less than those in Columbia County, and therefore Sauk County has offered a larger increase. Also the 4.5% increase for the social workers is coupled with an acceptance of the Employer's insurance proposal, which the Union in this instance is not doing.

Further in the case of Sauk County courthouse employees, since they have been paid at a higher rate than Columbia County, a slight decline is warranted in percentage increases. Reliance should not be paid on the payment to Columbia courthouse employees for percentage increase. In this case the employees in the higher paying unit, Sauk County, should moderate their demand, and the employees in the lower paying unit should be allowed to catch up.

As to the additional one-half percent increase granted to the non-represented employees, in the previous year they were granted an increase one-half percent smaller than the courthouse bargaining unit. The settlements in a pattern of years should be looked at.

As to the increases granted some unrepresented and administrative officials, this came as a result of equity adjustments which were derived from a study. The same type of adjustments were offered to Union positions, but the Union rejected them. By rejecting the opportunity for negotiating equity adjustments, the Union is not in a position to protest the County's action.

Since the County offer is slightly higher than that made to the Sauk County Health Care Center employees, and since the offer of the County to its unrepresented employees provides an equality to the Union here over a two year period, the County offer is not more unreasonable than the Union offer, and there is not a sufficient basis to find it so. In fact, one must conclude that the County's offer is the more reasonable.

The County states that the Union brief has misrepresented the pattern of wage increases granted to other Sauk County employees. Contrary to the Union brief that two represented groups of employees have settled, all other Sauk County bargaining units have settled, and unrepresented employees have settled for 4%.

The County also says that the original Union contention that fourteen administrative employees received merit pay increases ranging from 3% to 9% was in error, because it did not take into consideration the fact that employees had to have been at a level of merit step to enjoy the higher increases of 6% to 9%.

The County rejects as factually incorrect a Union contention that the County was willing to provide a 4-1/2% increase to all other units which settled.

D. Discussion. Concerning the percentage increases in base wages (and not dealing with fringe benefits and total package which will be dealt with later), the evidence appears that on the factor alone of percentage increases within the County, the County's offer does not depart from the average of settlements it has made for wages alone more than does the Union offer. An average of settlements - not calculating dollar costs attached to each settlement, is for organized employees  $4.5\% + 4.5\% + 4.0\% + 3.0\% = 16.0\%$ ;  $16.0\% \div 4 = 4.0\%$ .

A slight argument in favor of the Union offer can be made in that of the pattern of settlements, the mode is 4.5% for organized employees. The arguments made by either party are not fully persuasive why either offer should be accepted on the basis of percentage increase when internal comparison is made, except that the Union offer fits the mode of settlements and makes the offer therefore slightly more reasonable.

Other considerations such as total compensation and benefits are more weighty.

As to other organized units of Columbia County employees, the County's offer is in the lower ranges.

## XII. BENEFITS - INSURANCE.

A. An important issue between the parties is the proposal of the Employer to pay 90 percent of the hospital and medical insurance premiums for regular and full-time employees for both family and single plans and this includes any major medical portions. This change is to be effective April 1, 1983. The Union wants the present conditions to remain. The past contract article provided for the Employer to pay 100% of the cost of hospital and medical insurance premiums for family and single plans, but major medical premiums were paid by the employee. All increases in the costs of health insurance were to be paid by the Employer, who could cost it as a part of an offer in bargaining.

The County submitted an exhibit, County Exhibit 7, which was a publication, "Health Planning Update" of September/October 1981, Vol. 10, No. 5, in which there was an article discussing the large rate increases of health care costs, presumably national, from 12% to 30% from 1980 to 1982. The article discussed means of curbing the costs, one of which was co-payment by employees and use of deductibles.

The County reported that it sought information from carriers other than the one it had, in order to find a method of reducing costs. It also made an initial proposal to the Union to pay only 80% of the monthly premium excluding the major medical portion which would be carried by the employee (Co. 8). The County recited its experience with self-funding and coverage on a risk basis between 1978 and 1983 (Co. Exs. 23, 24, 25). The following table was furnished by it about its costs (Co. 26):

Table VI

SAUK COUNTY EXPERIENCE WITH HEALTH AND MEDICAL INSURANCE COSTS

	<u>Employee</u>	<u>Single County</u>	<u>Total</u>	<u>Employee</u>	<u>Family County</u>	<u>Total</u>
1978	1.87 (5%)	35.38	37.22	3.81 (4%)	83.81	87.62
1979						
1980						
1981	2.73 (6%)	43.21	45.94	5.66 (5%)	102.44	108.10
1982	3.56 (8%)	40.32	43.88	7.38 (7%)	104.62	112.00
1983	4.47 (7%)	56.14	60.61	8.99 (6%)	147.25	156.24
		<u>County Cost</u>				
1978-1979		657,157.71	(April 1, 1978 to Dec. 31, 1979)			
1980		551,897.97				
1981		655,079.05				
1982		540,228.72				
1983 est.		759,612.36				

A plan like that being proposed to the Union here was incorporated in the agreement between the United Professionals QHC, Local 1199W, for a two year agreement, 1983-1984 (Co. 19).

County Exhibit 20 was a report from the Wisconsin State Journal, June 17, 1983, that Arbitrator Bellman had ruled in favor of Dane County in a contract dispute with AFSCME Local 65 to express insurance costs in dollars rather than in a percentage for the premium. He was quoted as stating that health insurance costs were a factor that had reached critical proportions. Four other issues were settled in opposition to the County's position (Co. 20).

The issue before Arbitrator Bellman was also the same issue put before Arbitrator Mueller in the matter of voluntary impasse arbitration between Dane County and Professional Social Workers, Local 2634, AFSCME. Arbitrator Mueller found for the Union, because he said that the record evidence is simply insufficient to persuade the undersigned that the Employer's final offer would accomplish the aims and purposes for which it was proposed, and there have been no arguments advanced sufficient to persuade him that the status quo should be changed (Un. 1).

The same issue in Dane County was also presented to Arbitrator Krinsky in a dispute involving Dane County and the Joint Council of Unions, AFSCME. The arbitrator in a ruling of April 11, 1983, noted that the parties had language to the effect that the Employer would pay full premium on health insurance costs including a dental plan and major medical services for a number of years, and found no compelling reason for changing the contractual agreement of long standing, especially where other employees continue to enjoy the benefit, and the benefit is commonly enjoyed elsewhere (Un. 2).

The 1983 agreement in Columbia County for courthouse employees also involved Teamsters Union Local 695. In the agreement there is a group hospital and surgical insurance plan. Under the plan, the Employer pays the employee's share of the premium, and 80% toward dependency insurance premiums for any employee who elects to take dependency insurance. The program may provide for a \$100 deductible plan for employee paid in-hospital insurance and a \$25 outpatient deductible (Un. 19).

County Exhibit 37 provided these data on insurance costs:

Table VII

COMPARISON OF INSURANCE COSTS, SAUK AND COLUMBIA COUNTIES  
1983

<u>Item</u>	<u>Sauk</u>	<u>Columbia</u>	<u>Sauk</u>	
	<u>1982</u>	<u>1983</u>	<u>Co. Offer</u>	<u>Un. Offer</u>
Health Ins.	1,008.17 <sup>(1)</sup>	609.21 <sup>(2)</sup>	1,395.98 <sup>(3)</sup>	1,444.77 <sup>(4)</sup>
Life Ins.	15.86 <sup>(5)</sup>	15.86 <sup>(5)</sup>	15.86 <sup>(5)</sup>	15.86 <sup>(5)</sup>

- (1) Based on Employer paying costs of \$112.80 family, \$43.88 single, except for employee paying \$7.88 family major medical and \$3.56 single major medical. 55 family plans, 14 single plans and one over/under-65 plan for 74.35 FTE.
- (2) Based on 21 family plans and 33 single plans at \$109.00 per family plan and \$52.12 per single plan for 75 employees.
- (3) Based on Employer paying 90% family premium of \$156.24 and single premiums of \$60.61 with same policy ratios as footnote 1.
- (4) Based on Employer paying all of family and single premiums of \$156.25 and \$60.61 except for major medical portions of \$8.99 and \$4.47, same ratios as footnote 1.
- (5) Based on Sauk County experience and rates.

Sauk County employees pay their required premium in the State group life insurance plan (Co. 1). Columbia County pays the full costs of life insurance in the State group plan (Un. 19).

County Exhibit 33 reported on the Columbia County Health Insurance, and it is reproduced here as Table VIII.

COLUMBIA COUNTY HEALTH INSURANCE

I, Donna Morris, Deputy County Clerk, certify that I have reviewed the below listed records & they are true & correct.

Dated: May 4, 1983. Signed *Donna Morris* *Donna Morris* *6-13-83*

<u>GROUP SEGMENT</u>	<u>WPS OPTION</u>	<u>TOTAL MONTHLY PREMIUM</u>	<u>COUNTY PAYS</u>	<u>EMPLOYEE PAYS</u>
Courthouse-non bargaining	\$100.00 deductible-in-patient	21 Family \$136.35	80% - \$109.08	\$27.27
	25.00 deductible-out-patient	14 Single 52.12	100% 52.12	.00
		Family-Dept.heads	100% 136.35	.00
Courthouse-bargaining	\$100.00 deductible-in-patient	21 Family \$136.35	80% - \$109.08	\$27.27
	25.00 deductible-out-patient	33 Single 52.12	100% 52.12	.00
Social Workers	No deductible	5 Family \$142.54	\$132.54	\$10.00
		3 Single 54.60	54.60	.00
Nurses	No deductible	2 Family 142.54	80% - \$114.03	\$28.51
		7 Single 54.60	100% 54.60	.00

The amounts shown for employee payments are for full-time employees. Part-time employees are computed on a prorata basis

County Home-non bargaining	\$100.00 deductible-in-patient	Family \$139.60	80% - \$111.68	\$27.92
		Single 53.42	100% for full & part-time	.00
County Home-bargaining	\$100.00 deductible-in patient	Family \$139.60	\$ 94.60	\$45.00
		Single 53.42	100% for full & part-time	.00

The payment shown for family coverage are for full time employees. Part-time employees having family coverage are computed on a prorata basis.

Highway Department-bargaining & non-bargaining	No deductible	Family \$142.54	\$132.54	\$10.00
		Single 54.60	100% 54.60	.00

Sheriff's Department	No Deductible	Total premium \$115.82	100% \$115.82	.00
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Table VIII

*Donna Morris*  
33

B. The Union Position on Insurance. The Union rejects the County's argument that its wage and fringe benefit level is far higher than that of Columbia County even with the lower wage increase, largely because of the difference in payments for health benefits. The Union says that this difference in health insurance does not necessarily reflect a difference in benefits, but reflects a difference in the cost set by the carriers. The Union originally contended that the Columbia County carrier was the Teamster's Wisconsin Health Insurance Fund, but acknowledged later that this was not the case for the Columbia County courthouse employees. It does contend that where insurance costs are higher, but do not reflect better coverage, they are not appropriately considered by the arbitrator as a relevant differential between the two Employers. The Union cites a decision of 1976 of this arbitrator in a Columbia County decision to that effect.

The Union also says that the County Exhibit 37 is not to be relied on, because it makes a comparison between Sauk County and Columbia County only when it is to its advantage; otherwise it refers only to Sauk County. This is true with respect to life insurance payments where the County cites only its own payment and incorporates that payment in the costing of the Columbia County package. County Exhibit 37 therefore is misleading.

The Union contends that under the County's offer, the employee would have to pay 10% of the cost of basic health and medical insurance plus \$4.47 for single coverage and \$8.99 for medical coverage for major medical insurance which employees are now paying. According to the Union under the County's offer the employees would pay an additional \$6.06 for single coverage and \$15.62 for family coverage, and it calculates that this would be a four cent per hour reduction in wages. This four cents per hour reduction should be considered against the County's offer of 21 cents per hour, and it amounts to a 17 percent per hour increase on the average for the various classifications in the courthouse. This comes to only a 2.8% increase in wages for the next year.

The offer of the County for instituting this by April 1983 is unreasonable for it requires payments by the employee for coverage already provided.

The Union cites arbitral precedent in its favor, citing the decisions of Arbitrators Mueller and Krinsky, stated above.

The Union further holds that there are policy reasons why employees should not have their health costs increased through sharing costs. Such sharing may discourage participation by employees who have access to dual coverage. It also penalizes employees who rely on the Employer's plan. It further may discourage employees from using medical care when it is needed and may cost more in the long run for drastic illnesses. The welfare of the public favors continuation of the present plan.

The Union says that County Exhibit 33 shows that the Columbia County plan is not comparable to the Sauk County plan because the former provides full coverage under the single plan and 80% of family coverage for courthouse employees while in several other units full coverage is provided under both plans. A majority of the courthouse bargaining unit employees elect the single plan and pay no insurance costs while all Sauk County employees contribute toward major medical coverage.



The Dane County experience in arbitration where a majority of arbitrators rejected Employer attempts to change health insurance provisions, supports the Union offer.

The Union says that AFSCME Local No. 3148, the health care employees, did not agree to the 90% contribution proposed by the County, nor did Local 360 approve the clause, and the Sheriff's Department employees rejected the clause. All have gone to interest arbitration on it. The Union contends that in addition to proposing an inadequate wage increase, the County is also proposing a reduction in health insurance premiums.

The Union further states that, like the matter in Dane County where a form of cost sharing of insurance premiums was at issue, there is no proven effect that such cost sharing would reduce use of insurance, such as might occur in the use of a plan of deductibles. Thus the Sauk County plan has the same defect which Arbitrator Mueller found in the Dane County plan.

C. The County's Position. The County notes that it had sought reduced rates for health insurance because of rising costs and changed carriers trying to do this, but costs continued to rise although shifting carriers lessened the amount that might have occurred. Therefore it has sought to have a method in computing payments between employees and the County change. In the negotiations the Union has objected to a method which would include deductibles or a limitation on the contribution which the County would pay for hospital and surgical insurance. A Union proposal that the Sauk County employees be included under the Wisconsin Area Health Fund proved to be more expensive, because the premium was the same for single or family coverage, and it would have required fracturing the group of eligible employees. The County now has proposed paying 90% of the full premium costs including those for major medical premiums. To reduce the cost this year to the employee, the County is proposing that the method of allocating the cost be made effective April 1, 1983.

The County says that public policy favors employee contributions toward employees' health insurance to hold down ever increasing medical costs. One reason for increasing costs is that persons who utilize health care plans are not ultimately responsible for the payment of the bills. Dane County sought to merely change the manner in which the employer's contribution was stated in the contract, but its proposal was opposed by a majority of arbitrators. One of these, Arbitrator Mueller, might have found for the Employer if Dane County's offer had more direct impact on holding down costs. The County here, unlike Dane County, seeks to hold down costs by giving the employees a greater stake in their health care costs. The County says that the Wisconsin state government has also passed legislation trying to hold down costs of medicare and medicaid.

The County holds that the extent a cost sharing program will encourage employees to use health care service more prudently, and thus not contribute to the increasing demand for such service, a demand which

Sauk County. The Sauk County plan is more generous than the Columbia County plan and is the more reasonable therefore, because it is the more comparable of the Union and County offers. The County says that its Exhibit No. 37 shows that it contributes more than twice as much towards the health insurance coverage of the average employee than does Columbia County under its own offer. This is due to the effect of more family plans, higher premium costs, and higher contribution rates paid by Sauk County.

The County says that its offer on health insurance compares more favorably to other Sauk County employees' conditions. The County says it has not tried to compare wage rates with overall compensation received by this unit with other groups of Sauk County employees, but a comparison of health insurance benefits is possible. It is possible to compare employees who perform different services on the basis of fringe benefits. The County says that its offer on health insurance contributions is closer to the package offered by Columbia County for its courthouse employees, and also is identical to the County's final offer for remaining units. This position of the County is preferable to the chaos which has recently resulted in Dane County where arbitrators reach divided results. The County however notes that the social workers and public health nurses agreed to the County's proposal on a 90% Employer contribution in Sauk County, and this is also established now for the non-represented workers.

The County notes that in the past the County employees have paid for the cost of their major medical plans at amounts which ranged from 4% and 8% of the total premium cost. Thus a 10% contribution to coverage is not so radical a departure and represents a small increase in cost to the employees.

The Employer states that the Union has made factual errors on insurance in its brief. One of these is a Union contention that coverage by the Teamsters' health fund would have been cheaper, whereas the fact is that it required a higher payment by the County than under the present coverage, since all payments would have to have been under the higher family plan cost. Secondly, its initial assumption that the Columbia County courthouse employees were covered by the Teamsters' Wisconsin Health and Welfare Fund was incorrect, rather it was covered by the Wisconsin Physician's service. The prior decision of this arbitrator in a Columbia County case about not including a comparison of health funds does not govern here.

The County also states that contrary to the Union contention that the difference in health insurance cost does not necessarily reflect a difference in benefits, the evidence here is that the benefits are significantly different between the two counties. The Columbia County insurance plan has a \$100 deductible for inpatient services and a \$25 deductible for outpatient services. The Sauk County bargaining unit itself considers deductible to be a significant difference in coverage.

The County states that the Union contention that the County plan would result in a four cents per hour reduction in the wage rate is grossly in error. This is because the County's offer does not require the employees to make a contribution toward major medical insurance. Thus the County offer would increase the employees' contribution only by two cents per hour if the 10% contribution came into being.

The County states that the difference between the two offers on health insurance is \$48.79 (Co. 37), but if the County's offer would be taken, the County would have to pay an increase of \$387.81 per full-time equivalent employee, or absorb an increase under its own offer of \$0.19 per hour.

The County notes that the Union contends the County is proposing a reduction in the payment of basic health insurance premiums. The evidence is that the County will be incurring a 40% increase in its payments toward the employees' health insurance plan.

D. Discussion. In the instant matter, certain basic philosophical views of employees sharing in cost of health care have been expressed by the parties, quoting various sources and arbitral decisions. One of these is that it is becoming more in the interest of the public that an effort should be made to contain health care costs. The arbitrator agrees that it is becoming more in the interest and welfare of the public to do so. Another principle expressed is that making employees share the cost through sharing in the cost through a percentage figure or fixed amount will not necessarily mean the costs of insurance will go down, as compared to having the employee have to pay a deductible amount first which would discourage the employee somewhat from using the medical service. The arbitrator believes that any system of co-payment or cost sharing will have a tendency to begin to reduce costs, as well as using a deductible feature. Thus the arbitrator here is not ready to rule out the County's offer on the ground that it would not meet its purpose.

The next point is whether the principle of having an employee share with the Employer in paying the costs of health insurance is a new introduction in the relationships between the parties. The arbitrator judges that it is not, since the evidence is that the employees have been paying from about 4% to 8% under various contracts for major medical coverage. No new principle is being introduced in the relationship between the parties by the County's offer - only a new application of a principle.

The next issue is whether the County offer meets the test of comparability with Columbia County. The evidence there is that the employees in the courthouse pay both a deductible amount and, under the family plan, pay 20% of the cost. So the principle of courthouse employees paying a share is a feature both of Columbia and Sauk County courthouse employee agreements. The systems in operation, however, are somewhat different. The arbitrator, however, judges that on the principle of employees' sharing costs of insurance, the test of comparability is met by the County's offer.

The next matter to consider is whether the County offer meets the criterion of internal comparability in Sauk County. The professional health care and social workers union accepted the feature in the County's offer, but they also got a 4-1/2% wage increase. The County has set up the system for non-represented employees. However other unions have not accepted it, to the knowledge of the arbitrator, so that the arbitrator holds that the matter of internal comparability has not been satisfied under the statutory criterion.

The last matter to be considered is whether the County proposal of the employees carrying 10% of the hospital, surgical and medical insurance costs constitutes a major reduction in the employees' compensation. The Union holds that it amounts to a reduction of 4¢ per hour, and the County holds that it amounts to a 2¢ per hour reduction. The evidence supports the County's contention. The arbitrator does not know whether the County calculated this 2¢ per hour reduction counting in the establishment of the plan after April 1, 1983.

The next matter is whether this 2 cents per hour cost to the employee is a net loss or is covered in a higher cost benefit conferred on the employee. The County states that it will have a 19 cents per hour increase even under its own plan for health insurance. Again the evidence supports this contention. Therefore in the total package of wages and insurances, the employee's benefits in terms of costs are increased, even if the insurance benefit features are not substantially improved. The employee in effect is paying a minor part of the increased cost for health benefits, which are in turn reflected in a higher total package value he receives.

It is the arbitrator's conclusion on the basis of arguments that the County's offer on health insurance meets the statutory criteria of comparability with the other most comparable unit of government, and also tends to meet the criterion of the public interest more nearly than the Union offer.

XIII. COMPENSATORY TIME EARNED FROM OVERTIME. The Union is asking that Article X, Section 4 of the agreement be changed so that overtime earned may not only be compensated at a time and one-half hourly rate, but also that compensatory time, now permitted at an hour per hour equivalent, be also taken at a time and one-half rate. The County opposes on the ground that the Union offer will cost more and is not in the public interest.

The County calculated that the average Sauk County employee took 20.3 hours compensatory time in 1982. If this same level of 20.3 hours compensatory time taken in 1982 at straight time were extrapolated to 1983, the amount of compensatory time taken would come to 30.5 hours. The County calculates that out of 2,051.7 hours for which it is to pay the average Sauk County courthouse employee in 1983 under its offer, 246.9 hours will be paid time not worked, and under the Union offer 257.1 hours will not be worked (10.2 hours more) (Co. 37).

The County in its brief presented some calculations on what it considered the cost of this proposal to be. The County says that current experience indicates that employees prefer to take compensatory time rather than the overtime pay. It concludes that the employees' preference for taking compensatory time would increase. The County says that, assuming there is a constant need for services by bargaining unit employees, the granting of compensatory time at time and a half is more costly than simply paying employees overtime at the time and one-half rate. The cost to the County of providing overtime is one and one-half times the base rate plus fringes. If the County is required to fill one and one-half times the additional staff, it will be required to pay one and one-half times the full compensation for all extra hours worked.

In calculations of the County in estimating the cost applied to an average employee earning \$6.17 per hour (Union offer) who takes the full amount of 35.7 overtime hours as compensatory time, the County asserts that this would come to \$8.62 per hour, whereas if the employee takes all of the overtime in pay, the cost would be an average of \$8.57, or \$0.05 per hour for the year.

The County also contends that the cost of compensatory time per hour under the Union offer would be even more substantial. The County states that the cost per hour for an employee who takes the overtime in pay is the base rate per hour of \$6.17 times 1.5 plus the retirement roll-up which is  $0.108 \times (6.17 + 1.5)$ , the total of which two amounts comes to \$10.25 per hour. To provide a replacement under the Union offer would require a total hourly payment of \$8.59 per hour times 1.5 or \$12.88 per hour.

Assuming again the need for services from the employees is constant at a rate of 35.7 overtime hours a year, with 74.35 full-time equivalent employees, the annual requirement for replacement hours would come to 2,654.3 hours. This figure multiplied by the rate of \$12.88 would come to a cost of \$34,187.38 for the County.

The County is also contending that compensatory time at time and one-half could result in pyramiding. If an employee worked 8 hours overtime, that employee would be allowed to take 12 hours compensatory time. If the County had to have someone work those twelve hours overtime that could also result in the second employee being eligible for 18 hours of work, and this in turn could be used for further pyramiding on a similar basis.

The County also argues that its proposal on compensatory time is more comparable to other employees including courthouse employees in Columbia County where there is no compensatory time option for overtime worked. The options offered Sauk County employees of either paid overtime or compensatory time is an advantage. Further the contract with the County and the United Professionals includes this provision.

The Union Position. The Union notes that in its request for compensatory time at time and one-half for overtime the employee is reasonable and equity favors it. The Union notes that the employee works overtime for the convenience of the County, and the County normally compensates the employee at time and one-half. The Union submits that the situation should be no different when compensatory time is granted. The costs are minimal amounting to an additional half-time payment for approximately ten hours a year for the average employee.

The Union notes that the County has within its power the limiting of the use of compensatory time, and the County in effect can choose whether the employee will receive overtime payment rather than compensatory time.

The Union says that the County far overstates the cost of compensatory time, and the County's method of costing which includes wage rates plus full allocation of all fringe benefits is valid only if the Employer actually replaces the employee when the employee takes compensatory time. The County never reported this happening. The County can arrange under its authority to allow compensatory time when a replacement is not required.

Similarly, the County's arguments on pyramiding are entirely speculative, and there is no evidence that compensatory time would be granted if the replacement meant pyramiding.

Discussion. Several contentions need to be addressed here, mostly made by the County. These are that the costs of the Union proposal would expose the County to greatly increased costs because of replacements and of pyramiding, that the employees are likely to take more of their overtime in time off to the detriment of the Employer, and that the request does not meet the test of comparability.

As to these matters, the arbitrator is of the opinion that dangers to the County's efficient use of its work force are not as feared by the County. These dangers are that the employees will demand and get too much overtime as compensatory time, that the County will have to replace the employees on compensatory time with replacements hired at a full rate, and that this type of replacement will in turn result in another replacement which means pyramiding of compensatory time off. All of the foregoing

dangers are within the County's power to control since it can give employees time off when it does not require compensatory time.

As to the costs, the evidence appears to be that the cost to the County will be about what it would cost the County if it had to pay all the time taken on the average by an employee in overtime payment without compensatory time. The evidence is that the County now enjoys a benefit if the employee takes compensatory time now at the straight-time rate instead of being paid at time and one-half. The County, using the estimates found in its Exhibit 37, would be paying under the Union proposal  $\$3.08 \times 10.3 + .108(\$3.08 \times 10.3) = \$35.15$  per employee per year. Put another way, this appears to be the sum it saves under the present plan when employees take compensatory time at an hour for hour rate instead of getting paid overtime.

The question then is whether the County in equity ought to give this rate. The opportunity to take compensatory time appears not to be one enjoyed in Columbia County, and in Sauk County it is granted on the same basis as the County's position here. Thus on the basis of comparison the County's position more nearly meets the statutory criterion, even if its arguments on costs are overstated. The granting of compensatory time on an overtime basis for overtime worked has some basis in equity, but it is a fringe benefit not enjoyed by others in the area on a comparable basis, and since the County does offer to pay overtime in cash on a time and one-half basis, the weight of the factor of non-comparability of compensatory overtime at time and one-half lies with the County.

#### XIV. FRINGE BENEFITS AND TOTAL COMPENSATION.

A. Union Exhibit 16 provided information on the comparative benefits between Sauk and Columbia Counties. The following information is abstracted from it for courthouse employees:

##### Work Day and Week

Sauk: 7-3/4 / day, 38-3/4 / week, 3/4 hr. lunch  
Columbia: 7-1/2 / day, 37-1/2 / week, 1 hr. lunch

##### Longevity

Sauk: \$15.00/yr. of service  
Columbia: \$15.00/yr. of service; 30 yrs. maximum

##### Holidays

Sauk: 9/yr.  
Columbia: 10/yr.

##### Vacation

Sauk: 6 mo. - 5 da.; 12 mo. - 10 da.; 2nd year through 7th year - 10 da.; 8 years - 15 da.; each additional year - 1 da.; 22 years - 23 da.  
Columbia: 1 yr. - 1 week; 2 yrs. - 2 weeks; 8 yrs. - 3 weeks; 16 yrs. - 4 weeks.

Health Insurance

Sauk: Employer pays full, except employees pay \$4.47 single and \$8.99 for family, major medical.  
Columbia: Employer pays full single and 80% family.

Life

Sauk: State group. Employees pay their share.  
Columbia: State group. Employer pays in full.

B. Positions of the Parties. The Union says given the overall similarity of fringe benefits and wages between the two counties, there is no basis for Sauk County making a low wage offer, and that the wage and benefit level in Sauk County is not far higher than in Columbia County. The Union says that the data in County Exhibit 37 should not be used, because it utilizes the difference between the two counties when it is to the advantage of the County to do so, but does not refer to the differences when it is to Sauk County's disadvantage, such as in the case of life insurance.

The County makes a main argument that its health and wage offers must be considered as a package. When these two items are taken together, the County's offer is the more reasonable.

It also believes that the evidence shows that when the total compensation of Sauk County courthouse employees under the County's offer is considered as compared to Columbia County, the total compensation package paid to Sauk County employees is greater than that paid to Columbia County employees, and this makes the slightly lesser wage package of Sauk County more reasonable. County Exhibit 37 shows that the overall package to Sauk County employees exceeds that of Columbia County employees in all respects.

The Employer emphasizes that the Sauk County overall compensation is higher per average individual employee as compared to Columbia County courthouse employees with an \$8.46 per hour average for employees under the County's offer and \$8.59 per hour under the Union offer. The County notes that it has given a 25% increase in longevity pay and a 40% increase in health insurance premiums, so that fringe benefits constitute about 23% of the base wage.

The County says that its method of portraying life insurance contributions does not invalidate the County's comparison. It acknowledges that the comparisons made in County Exhibit 37 do not provide for the difference in life insurance coverage between Sauk County and Columbia County. However, the County says that since the state life insurance program provides for differing rates for employees based on their age and salary levels, the County was unable on lack of information to compute true life insurance costs for Columbia County employees. Thus it elected to utilize its own life insurance costs in comparison rather than to eliminate this altogether so as to minimize the effect on distorting percentage calculations. It did not hide this fact.

The County says that from the exhibit, the average cost per employee of life insurance for Sauk County was \$15.86, which represents the cost of 41% of the state plan. If the County were to pay 100% as does Columbia County, the costs would be a sum of \$38.68, or a difference of \$22.82. This difference must be contrasted with the difference in health insurance costs in which Sauk County pays \$786.77 more in health insurance costs, and \$1,378.69 in average total compensation. The Union contention that the Columbia holiday plan is more generous must be considered against total package benefits.

C. Discussion on Total Compensation. The information on total compensation in the instant matter is not presented as is usually presented in terms of total amounts paid by Sauk County and comparable counties - in this case only one comparable county - but is presented in a relatively rare model solely of wages of an average employee. Further the extended effort is made to produce a calculation showing average rate per actual hour worked. This in turn has necessitated the use of 29 footnotes in County Exhibit 37 to explain how calculations were made. The chart lacks some of the basic data from which are constructed important figures. Thus in footnote No. 13, the average rate for 1982 of Sauk County was established at \$5.90 without showing how it was arrived at. Similarly in footnote No. 14 the average rate of \$5.96 in Columbia County was shown but not described how it was arrived at.

Further, as the Union pointed out, the County fitted its own experience into the Columbia table to determine Columbia County costs such as in life insurance. The table is not sufficiently reliable, in the opinion of the arbitrator, to accept unquestioningly its conclusions as to overall increases and percentage increases.

Also the Columbia County experience for 1982 is missing so that one cannot judge what the Columbia County costs were on the overall in 1982 and what the overall increase in that County was.

Unfortunately the Union also did not supply basic data on what happened in total compensation in Sauk or in a full comparison of overall costs between Columbia and Sauk. For example, the percent change in total compensation for all employees, not just average employees, between Columbia County and Sauk County between 1982 and 1983 is nowhere authoritatively presented. The information is not supplied by either party. The arbitrator therefore finds County Exhibit 37 not useful for making a comparison of changes in the total packages of Columbia and Sauk for 1982 and 1983, especially when the Sauk County experience has been used in some of the Columbia data.

County Exhibit 37 also has limited usefulness for determining increases in the total package between the County offer and the Union offer, because it states these costs for an average employee and not for the total sums that the County will expect to pay. The averages are useful for determining hours actually worked, but do not give the total sums of expenditures from which percentage increases on the whole can be based. These total costs might be approximated by taking the total of the costs for an average employee in 1982 and comparing this with the total costs for the average employee in 1983. Under the Union offer the increase would be 7.52% and under the County offer, 6.25%. Basically costs for the Union offer above their base wage offer would then be about 3.02% and for the County, 2.75%. The question then is whether either of these packages is more reasonable than the other. The answer to this must then be given in light of other criteria such as cost of living, interest and welfare of the public, and wage pattern, since no effective comparisons can be made with any other comparable county. The data is insufficient.

#### XV. COST OF LIVING.

A. The Union supplied information on the consumer price indexes for April 1983. At that time the national average for Urban Wage Earners and Clerical Workers (CPI-W) rose 3.9%. In Milwaukee in March 1983 it had risen 6.3% (Un. 15). The Union further supplied an article from the Wisconsin State Journal of February 15, 1983, which reported that the 12 state region which includes Wisconsin had an inflation rate in 1982 which was 6.3% higher than in any other region (Un. 20).



The County contends that its offer more closely approximates the increases in the average consumer prices for goods and services. It points to the January 1, 1983, CPI-W and noting that the Milwaukee index was only 2.7%. Under the Employer's offer the employee would not lose buying power to inflation, but in the acceptance of the Union offer, these employees will have an increase when the taxpayers of the County are suffering from extraordinary levels of unemployment and in a recession. The County notes again that it has had to absorb a more than 40% increase in costs of health insurance.

B. Discussion. The Union did not extensively comment on this factor. Since the agreement was to commence in January, the January national CPI-W will be used, and it is evident that the County's offer more nearly meets this figure in percentage increase than the Union offer and therefore more nearly meets the statutory factor to be considered.

#### XVI. INTEREST AND WELFARE OF THE PUBLIC.

A. Data furnished by the County on unemployment figures in Sauk and Columbia Counties appeared earlier in Table 1. County Exhibit 10 showed that the unemployment rate between 1/79 and 6/79 was 7.7%, higher than the 6.8% in Columbia County. This rate had risen in Sauk County to 13.4% in the period from 1/82 to 6/82. In both cases Sauk's rate of unemployment was higher than the state's average.

Union Exhibit 20 was a news story from the Wisconsin State Journal of February 15, 1983, that the inflation in a twelve state area which included Wisconsin was 6.3% for 1982, and this topped the nation.

B. Positions of the Parties. The Union says that the County's argument that its offer is more appropriate because of lack of employment stability in the private sector does not fit the case here. Such an argument could be made where the counterpart of a public employee faces periods of layoff during a year as in the building and construction trades, but such a condition does not exist here and does not therefore justify a low wage increase for these employees.

The County says that its wage and insurance offers are more in line with the public interest and the relative ability of Sauk County to pay additional labor costs. As to comparisons between Sauk and Columbia Counties, while they are comparable, Columbia is more wealthy in terms of real property and suffers less from unemployment than Sauk. Sauk County taxpayers are more heavily taxed for their County services. The per capita value of Columbia County as shown in County Exhibit 21 was \$23,600 while that of Sauk was \$23,040. This lower status of Sauk coupled with an unemployment rate in Sauk County in January 1983 at 17.6%, which was higher than the Columbia rate, shows that Sauk has a lesser ability to meet higher wage costs. The wage cost of an additional \$13,540 should not have to be met because of the County's lower per capita wealth and higher unemployment, even though the County has not presented evidence of inability to pay.

The County also refers to its comments cited earlier that public policy requires the employees to pay something toward their increases in their health insurance.

The County also argues that the state of the economy is such that the County's offer is more reasonable, and it cites arbitral opinion to this effect that this factor should prevail.

C. Discussion. The arbitrator concludes from the evidence that the County has the ability to pay either offer with the difference of \$13,540 here. As to the interests and welfare of the public, although Sauk County has a slightly less per capita valuation than Columbia and a slightly worse record in unemployment, though a higher tax rate, these differences are not so great as to negate the fact that Columbia County under conditions nearly similar to those in Sauk has granted its courthouse employees a 4-1/2% basic increase. The arbitrator concludes that the basic public interest would not be adversely affected by an award to the Union offer. The award depends primarily on a combination of other factors.

XVII. OTHER FACTORS - MEDICAL SECRETARY.

A. The County is proposing to divide an existing position of medical secretary into two classifications, one of which is to be described as medical account clerk. This is to reflect the actual duties which one of the medical secretaries now does; but both classifications would receive the same pay. The County believes this is sound policy. The classifications would be described in the Appendix A of the contract. Descriptions were given in County Exhibit 5.

The Union contends that the County in its Exhibit 5 has already determined that two employees will perform the duties previously performed by the medical secretary and determined the wage rate. The proposal to put it in the agreement therefore adds nothing to what has already been determined. The County proposal, if read literally, would provide that the job descriptions be added to the collective bargaining agreement. This would be incongruous as far as Sauk County bargaining history is concerned. This is not a strong factor why the Employer's offer should be considered, according to the Union.

B. Discussion. The desirability of creating two different classifications from the classification of medical secretary has been established by the County in its evidence and testimony. The question is whether such a change in classifications should be included in the agreement, since the County has the authority under Article II, J, of the agreement. This article says that the County has the right to determine the kinds and amounts of service to be performed as pertains to Employer operations, and the number and kind of classifications to perform such services. If there has been Union resistance to this proposal, it would justify putting it into the agreement; otherwise the introduction of this matter does not appear to be necessary. However, on the whole it is a very minor factor in favor of the County's offer.

XVIII. CHANGES DURING THE PENDENCY OF THE MATTER. During the pendency of the proceedings, the July index of the All Cities CPI-W stood at 298.2 which was a 0.3% increase above June 1983 and a 2.2% increase above the previous year. However, the CPI-W for the Milwaukee area (which was cited by one party) was at 325.0, an 8.5% increase above the previous year.

The arbitrator judges that currently the changes in the CPI-W continue to favor the County's offer.

XIX. SUMMARY. The following are the findings and conclusions of the arbitrator:

1. There is no issue here involving the lawful authority of the Employer.
2. The parties have stipulated to all other terms of their agreement except those recited here.

3. The County has the financial ability to meet the cost of either offer.

4. The arbitrator accepts the emphasis both parties have put on comparing Sauk County with Columbia County, but also notes that both parties have also emphasized differences.

5. On the basis of comparisons, the Union offer for an increase in base wages of 4-1/2% more nearly meets the statutory factor of comparability than does the County offer of 3-1/2%, in comparison with Columbia County.

6. As to internal comparisons of base wages, while the departure of the offers of both parties is the same, 0.5% from the average of settlements or agreed upon positions, the Union offer of 4.5% fits the mathematical mode of percentage on settlements.

7. The County offer to courthouse employees on base wages is in the lower percentage ranges when compared to settlements of other employees in Columbia County.

8. Although there is some basis in equity for the County extending a benefit of compensatory time from one hour of such time to one and one-half hours for overtime worked, yet there is no basis in comparability for the County to extend this benefit. The weight of this issue falls to the County.

9. The data on total compensation between Columbia and Sauk Counties is insufficient because of lack of overall costs, and because of the method used in estimating Columbia County costs to make a firm judgment as to which offer meets the test of comparability.

10. The County offer more nearly meets the change in the cost of living as represented by the Consumer Price Index - Urban Workers and Clerical Workers for 1983 than does the Union offer.

11. The arbitrator concludes that the basic public interest would not be adversely affected by an award to the Union offer. The award depends primarily on a combination of other factors.

12. The dividing of the classification "Medical Secretary" into two classifications is a power residing in the Employer under the parts of the agreement, but if it is a matter in which there is a Union disagreement, then the County is justified in having it a part of the contract. However it is a very minor factor in favor of the County's offer.

13. As to changes during the pendency of the matter, the small rise reported in the CPI-W for July supports the County's offer.

14. Of the foregoing, the major weight on basic wages accrues to the Union on the basis of comparability internally and externally. On the basis of comparability major weights accrue to the County on its health insurance proposal, on compensatory time, on the previous and present changes in the cost of living. The arbitrator judges then that on the whole, the County offer more nearly meets the statutory factors to be considered, and therefore the following award is made:

XX. AWARD. The 1983 agreement between the parties should contain the offer of the County.

*Frank P. Zeidler*

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FRANK P. ZEIDLER  
MEDIATOR/ARBITRATOR

DATE September 24, 1983