EDWARD B KRINSKY, ARBITRATOR
2021 CHAMBERLAIN AVENUE
MADISON, WISCONSIN 53705
(608) 257-1060 OR 231-1898

* * * * * * * * * * * * * * * * * * * *

In the Matter of the Petition of

Local 360, Wisconsin Council of County & Municipal Employees, AFSCME, AFL-CIO

To Initiate Mediation-Arbitration Between Said Petitioner and

Sauk County (Highway Department)

* * * * * * * * * * * * * * * * * * * *

Case XLII
No. 30797
MED/ARB-2055
Decision No. 20449-A

Appearances: DeWitt, Sundby, Huggett, Schumacher & Morgan, by Robert M. Hesslink, Jr., for the County

David Ahrens, Staff Representative, for the Union

On April 19, 1983, the Wisconsin Employment Relations Commission issued an order appointing the undersigned as mediator-arbitrator in the above-captioned matter, pursuant to Sec. 111.70(4)(cm)6.b of the Municipal Employment Relations Act.

On July 20, 1983, the undersigned met with the parties at Baraboo, Wisconsin, and attempted to mediate the dispute. Those efforts were unsuccessful, and the parties agreed to proceed to arbitration.

On July 20th, an arbitration hearing was held. No transcript of the proceedings was made. At the hearing the parties had the opportunity to present evidence, testimony and arguments. The record was completed on September 21, 1983 with the exchange by the undersigned of the parties' post-hearing reply briefs.

At no time during mediation-arbitration was there agreement by the parties to modify either party's final offer. Thus, the final offers, from which the arbitrator must select one in its entirety, are those which were submitted to the WERC and certified as the final offers.

The Union's final offer is as follows:

FINAL OFFER OF
LOCAL 360, AFSCME, AFL-CIO

Case XLII, No. 30797 Med/Arb-2055

1) Article II - Recognition, Section 2.01: Amend by adding the following paragraph thereto:

"This recognition clause is set forth merely to describe the bargaining representative and the bargaining unit covered by the terms of this Agreement, and is not to be interpreted for any other purpose."

2. Article VII - Leave of Absence, Section 7.01: Amend by substituting the following for the last sentence thereof:

"An employee who is able to work and fails to do so for three days without prior approval shall be considered to have resigned."

3. Article VIII - Sick Leave, Section 8.04: Amend to read as follows:

"A new employee shall not be eligible for sick leave while on probation, but, however, upon completion of the six (6) month probationary period shall be credited with six (6) days sick leave."

4. Article IX - Holidays, Section 9.04: Amend by eliminating the underlined portion.

5. Article XI - Special Leave, Section 11.02: Amend to read:

"Any employee who performs the duties of a pallbearer or a member of a burial honor guard shall receive one day off without loss of pay."

6. Article XIV - Hours of Work: The daily hours of work shall be 7:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 p.m.

7. Article XVI - Wages and Classifications, Section 16.02: Amend by changing the amount of "$12.00 to "$15.00".

8. All wages in Appendix A shall be increased by 28¢ per hour.

9. Article XIX, Duration, Section 19.01: Amend as follows:

"This Agreement shall be effective as of January 1, 1983 and remain in full force and effect until December 31, 1984, except the Wage Appendix, which shall be subject to negotiations at the request of either party, subject to the provisions of Section 19.02 of the labor agreement.

The County's final offer is as follows:

(1) ARTICLE II. -- RECOGNITION, Section 2.01, shall be amended by adding the following paragraph thereto:

"This recognition clause is set forth merely to describe the bargaining representative and the bargaining unit covered by the terms of this Agreement, and is not to be interpreted for any other purpose."

(2) ARTICLE VII. -- LEAVE OF ABSENCE, Section 7.01, shall be amended by substituting the following for the last sentence thereof:

"An employee who is able to work and fails to do so for three days without prior approval shall be considered to have resigned."

(3) ARTICLE VIII. -- SICK LEAVE, Section 8.04 shall be amended to read as follows:

"A new employee shall not be eligible for sick leave while on probation but, however, upon completion of the six (6) month probationary period shall be credited with six (6) days sick leave."

(4) ARTICLE IX. -- HOLIDAYS, Section 8.06 shall be amended so that the first sentence begins as follows:

"Any employee having unused sick leave on the date of retirement (at any time following their 62nd birthday) shall be able . . .

Section 9.04 shall be amended by eliminating the underlined portion.

(5) ARTICLE XI. -- SPECIAL LEAVE, Section 11.02 shall be amended to read:

"Any employee who performs the duties of a pallbearer or a member of a burial honor guard shall receive one day off without loss of pay."

(6) ARTICLE XIII. -- INSURANCE, Section 13.01 shall be amended effective April 1, 1983, to read as follows:

"Health Insurance.

(A) A group hospital, surgical and major medical insurance plan shall be available to employees. The EMPLOYER agrees to pay ninety percent (90%) of the premium for hospital and surgical insurance plans for employees and their dependents, including any major medical premiums.

(B) The EMPLOYER may, from time to time, change health insurance carriers, or self-fund coverage, provided that such coverage is not reduced. In the event that the EMPLOYER is contemplating a change in coverage, the UNION will be notified of the proposed change and given the opportunity for input prior to the decision of the County Board.

(C) The parties understand and agree that all disputes relating to insurance coverage in individual instances are deemed to be disputes between the employee and the insurance carrier and are not subject to the arbitration provisions of this Agreement."

(7) ARTICLE XIV. -- HOURS OF WORK AND CLASIFICATIONS, Section 14.02 shall be amended to read as follows:

"The normal daily hours of work shall be 7:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 p.m."

(9) ARTICLE XVI. -- WAGES AND CLASSIFICATIONS, Section 16.02 shall be amended by changing the amount, "$12.00" to "$15.00."

(10) ARTICLE XIX. -- DURATION-RENEWAL, Section 19.01 shall be amended by substituting the year, "1983," wherever the year, "1982" appears.

(11) All wages show in Appendix A shall be increased by 28¢ per hour.

In making his decision in this, the arbitrator must weigh the following statutory decision-making criteria.

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 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 in 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.

Several items are identical in both final offers and thus are not in dispute. It is only the items discussed below that remain in dispute.

Issue #1 -- One Year (County) vs. Two Year (Union) Contract

Facts:

Typically the contracts between the County and this unit have been for one year, and agreement has been reached late in the prior contract year, or early in the new contract year. In this dispute, the Union has proposed a two year agreement. The County wants the agreement to expire after one year.

The first written proposal by the Union for a two-year agreement was contained in the Union's second final offer given to the WERC investigator. In his testimony, Corporation Counsel Dumas stated that this was the first serious mention by the Union of a two year agreement.

Discussion:

It makes good labor relations sense for a contract reached late in the year covered by that contract to be negotiated for two years, and because of the length of the med/arb process it is now late in the year. This was not the situation, however, when the parties reached impasse in their bargaining.

Duration of an agreement is a matter that should be discussed thoroughly by parties in negotiations so that offers and counter-offers are made in the context of a proposed agreement of known duration.

By inserting a second year for the first time into its second final offer the Union introduced this item for arbitration where apparently there was not sufficient serious opportunity for its consideration in negotiations. For this reason on this item the arbitrator favors the County's position.

The County argues in its brief that the arbitrator is precluded from awarding the Union's final offer because the two year proposal

was not made until it was introduced as part of the Union's final offer. The County cites Wisconsin court cases in support of its position that an item cannot legally be placed in a final offer if it has not been negotiated.

Based on the record before him the arbitrator is not persuaded that the two year proposal was raised for the first time in the final offer. The County did not present sufficient evidence at the arbitration hearing to establish that the matter was not discussed in negotiations. The only evidence is the statement by Dumas that the final offer was the first serious mention of a two year proposal. This suggests that there was mention of such a proposal by the Union previously whether or not the County viewed it as a serious proposal. The arbitrator does not know based on the record in front of him whether the proposal was serious and what if any negotiations about it occurred. It is the County's burden, in the arbitrator's opinion, to provide the evidence needed to support its assertion that the Union's final offer should be dismissed as illegal and it has not done so.

Issue #2 -- County proposal to not subject individual employe health insurance claims to arbitration.

Facts:

The County proposed to remove the subject of arbitration of individual health insurance claims from arbitration. The Union makes no proposal, wishing therefore to leave the arbitration language as is and not specifying an exception for individual health claims.

The prior contract between the parties is silent with respect to taking individual insurance claims to arbitration. The Agreement between AFSCME and the bargaining unit at the County's Health Care Center contains the provision sought by the County here. Union Staff Representative Lowe who formerly serviced the bargaining unit at the Health Care Center, testified that the individual claims language was conceded to the County as a means of securing the County's agreement to a fair share agreement.

Discussion:

There is no evidence that there has been any previous problem between the parties as a result of the existing arbitration language which by its silence allows health care claims to be arbitrated. The County offers no compelling reasons for making the change. The County may be correct that if the grievance were essentially against the insurance carrier the County would not have the authority to remedy the grievance, but that is something that the Union and individual would have to weigh in deciding whether or not to file and pursue the grievance. It is not sufficient reason for changing the language at this time in the arbitrator's opinion.

The arbitrator is also not persuaded that the change should be made simply because that language exists as part of one other County contract with AFSCME. Thus, on this issue the arbitrator favors the Union's position.

Issue #3 -- Sick Leave Conversion

Facts:

This dispute is one which arises because the County's final offer contains a language change that was in the Union's initial offer but not its final offer. The parties agree that this is a matter that really should not be viewed as in dispute. If the status quo is maintained, language continues that has not caused problems up to this point. If the County offer is awarded, the result is a language change which the Union found acceptable enough to have proposed in the first place.

Discussion:

Because this issue is not really in dispute, the arbitrator will not weigh it in favor of either party in determining which final offer should be selected. Under either offer the language is satisfactory and if the Union's offer is awarded, the parties can still agree to change the language in this or subsequent agreements.

Issue #4 -- Hours of Work

Facts:

What follows is Article XIV from the parties' 1982 Agreement.

ARTICLE XIV
HOURS OF WORK AND CLASSIFICATIONS

14.01 The hours of work for all regular, full-time employees shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday.

14.02 The daily hours of work shall be 7:00 a.m. to 12:00 noon, and from 12:30 p.m. to 3:30 p.m., except for the Sauk County Solid Waste Landfill employees, who shall have hours of work as follows:

(a) Employees assigned to the Solid Waste Site:

(1) First Man: 8:00 a.m. to 4:30 p.m., Monday through Friday, with one-half hour unpaid lunch.

(2) Second Man: 7:30 a.m. to 4:00 p.m., Monday through Friday, with one-half hour unpaid lunch.

(b) During expanded hours of operation, the employees assigned to the Solid Waste Site shall alternate working the first Saturday of each month from 9:00 a.m. to 1:00 p.m.

14.03 The average hours per week for shift workers shall, as nearly as possible, equal the hours as set out in 14.01 above.

14.04 Except as provided in 14.06, employees who work in excess of their regular, scheduled, eight (8) hours per day, or their regular, scheduled, forty (40) hours per week shall receive time and one-half pay for all such overtime worked.

14.05 All overtime shall be authorized by the Highway Commissioner or his representative. All work performed on Saturday or Sunday shall be paid at the time and one-half rate of pay, except shift workers.

14.06 Bridge crews, blacktop crews, grading crews and construction crews shall report to the job and return on their own time, putting in a full, eight-hour workday at the job site, and shall be paid not to exceed one (1) hour per day at their straight-time rate of pay for the travel time to and from the job. Travel time shall be determined by the foreman or lead worker in charge of the crew and shall be based on the distance from the shop to the job site.

14.07 Any employee who performs work in a higher classification shall receive the rate of pay for that classification if he works in the higher classification in excess of one-half (½) day. If he is performing work in a lower classification, he shall receive no lower than his regular classified rate. The Highway Commissioner, Patrol Superintendent or General Foremen will designate employees to work in the Leadman Classifications, during which time such employee shall receive the Leadman rate of pay.

14.08 There shall be no cutback in wages during the life of this Agreement, unless the employee requests a job at a lower rate of pay. Any employee who performs work in a lower classification for more than thirty (30) consecutive days shall revert to the rate of pay for that classification. This provision shall not

affect regular crew members who are transferred to other classifications due to the seasonal discontinuation of their normal crews. Provided further, that no employee shall receive a reduction in rate to below that of the Laborer (Skilled) Classification, unless the employee's regular crew position is permanently terminated.

14.09 The parties agree that employees may be expected to work outside of the regular schedule of hours. However, long hours of continuous work are hazardous to the safety of personnel and equipment, and the parties agree that:

(a) employees who have worked twelve (12) or more continuous hours may request relief, without prejudice to such employees; and

(b) employees who have worked sixteen (16) continuous hours shall request relief.

The County proposes to change Section 14.02 to read: "The normal daily hours of work shall be 7:00 a.m. to 12:00 noon, and from 12:30 p.m. to 3:30 p.m."

The language of 14.02 in the parties' 1975 Agreement was "The daily hours of work shall be 7:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 p.m." Thus the County proposes to insert the work "normal" and delete the language dealing with the Solid Waste Department.

Lowe testified to his belief that it was in 1976 that language was added specifying the hours of work for Solid Waste Department employes. Lowe testified also that the County has proposed the insertion of the work "normal" in the past, and the Union has not accepted the change.

Out of some 60 employes in the unit there is apparently one janitor who does not work a 7:00-3:30 shift, and during the winter there are two employes who work 3:30-11:30 and two who work 11:00-7:00.

Dumas testified that the County's proposed language change is intended to reflect actual practice. The addition of the work "normal," he testified, would eliminate some inconsistencies within Article XIV. Another reason for the change, he testified, is the possibility that the County will decide not to continue to operate a landfill, and thus there will not need to be references to the Solid Waste Site.

Union witness Mountford, the president of the Highway Department local union in neighboring Columbia County, testified that the highway Agreement there uses the term "regular" hours and some employes have been adversely affected by the language. Some employes have been assigned to less than the regular 40 hours per week of work, and probationary employes work 7½ hour days.

Discussion:

The County proposes that there be a change in the hours of work language. It has not made a persuasive case for doing so. One reason given is because of the possible decision to not operate the landfill. If that decision is made it is not likely that the existence of 14.02 in its present form would affect the County's rights to act, in the arbitrator's opinion.

The other reason given, to eliminate inconsistencies, is also not persuasive. There is nothing in the record with regard to difficulties the parties have had interpreting Article XIV, nor is there a record of grievances over that language.

It is true that not all employes are currently working in accordance with 14.02. The parties have apparently agreed to some deviations, and it would be appropriate for the parties to negotiate language to reflect those deviations if they chose to do so.

What the County views simply as a wording change to make 14.02 conform to the existing situation is rightly viewed by the Union as more than that. Insertion by the County of the word "normal," if there were no other modifying language, would give the County a unilateral right to establish other than normal daily hours of work. That is a right that the Union has not agreed to in past bargaining, and such a right should not be granted through arbitration without compelling circumstances which do not exist in this case. Any such change should be bargained.

On this issue the arbitrator favors the Union's position.

Issue #5 -- County Right to Change Insurance Carrier

Facts:

The 1982 Agreement between the parties requires that they agree on the health coverage for employes. In its proposal the County seeks the right, after notification to the Union but with no agreement required, to change the insurance carrier or to self-insure provided that there is no reduction in coverage.

Dumas testiifed that the County has one "group" for health insurance purposes consisting of all of its employes, both represented and non-represented. To maintain the group, insurance

carriers require that 70% of the employes be enrolled, and it is thus desirable that the Highway Department employes be included under the same health insurance coverage as other County employes. He testified also that the time periods between receipt of insurance bids and the need for a County decision are sometimes very short, and the proposed language change would give the County needed flexibility.

The change that the County is seeking already is contained in the County's Agreement with AFSCME at the County Health Care Center and in the Agreement between the County and Teamsters Union covering Sheriffs Department employes. The Agreement between Columbia County and AFSCME covering Highway employes contains language such as the County is seeking.

The record indicates that there have been some difficulties in the past between the parties on this issue. In 1978 the Union filed a prohibited practice charge against the County in which the Union objected to the fact that the insurance carrier was changed without notice. In 1982 it filed a grievance over the change in insurance carriers. The County asserted that it sent notice, and it has copies of the letters, but the Union maintains that they were never received by it.

The County has changed the insurance carrier approximaely four times in six years, each time in the interests of holding down the cost of health insurance coverage. Union witness Bolt, a Highway employe, testified that employes have had "hassles" getting their bills paid when changes in the carrier have occurred. To his knowledge, however, all bills have been paid ultimately. The record does not indicate that the Union or employes have filed any grievances concerning unpaid medical claims.

Discussion:

The question of who determines the insurance carrier is yet another issue that ought to be resolved by the parties in bargaining and not arbitrated. However, unlike the previous issue (#4), the County has made a persuasive case to show that for timely,efficient and cost effective administration of health insurance benefits, it is desirable that the County be able to make the decision, with notification to the Union and opportunity for input before the decision is made, and with no decrease in the coverage provided to employes.

The arbitrator's opinion in this regard is affected also by the fact that such an arrangement is already present in two of the four other Sauk County Agreements, including one negotiated by this Union, and in the Columbia County Highway Agreement also negotiated by this Union, which both parties regard as relevant for comparison purposes.

It is the arbitrator's opinion, therefore, that on this issue the County's position is preferred.

Issue #6 -- Health Insurance Premium

Facts:

In the 1982 Agreement the County paid 100% of single and family health insurance premiums and the employe paid 100% of the premium for major medical coverage. The Union proposes continuation of the 1982 arrangement. The County proposes that employes pay 90% of the entire cost of health insurance.

Dumas testified that the County reached a voluntary 1983 settlement with the 20-employe United Professionals unit which contained the County's proposal being sought by it here. The County has implemented the same arrangement for 1983 for its 60 non-represented employes beginning in July, 1983.

Dumas testified that two other units, the Sheriffs and Courthouse employes are in mediation-arbitration. This arbitrator must subsequently decide the Sheriffs case. On September 24, 1983, after the hearing in this case, Arbitrator Zeidler ruled in favor of the County final offer in the Courthouse unit case. The health insurance premium was one of several items he had to consider.

Columbia County Union President Mountford testified that highway employes there pay $10 per month toward health insurance premiums, and the Union has successfully resisted attempts by the Employer to put a fixed percentage of payment into effect.

In his Award, Zeidler stated his agreement with those who believe that it is becoming more in the interest and welfare of the public that an effort be made to contain health care costs.

Since the Sauk County employes have been paying a portion of insurance costs, Zeidler stated that he did not view the County's offer as the introduction of a new principle in their relationship--". . . only a new application of a principle." He also found the County's offer to be comparable to the arrangement in effect at the Columbia County Courthouse. (It should be noted that Columbia County Courthouse employes pay $27.27 toward their premiums, whereas Highway employes there pay $10.) Zeidler also found that the County had not justified its offer based on comparable conditions with other units within Sauk County.

Zeidler found that there would be an increased cost to the employes (2¢ per hour) but, he said, "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." Thus he found the County offer on this issue to meet the statutory criteria of comparability with the other most comparable unit of government, and the criterion of the public interest to a greater extent than the Union offer.

The total monthly premium increase from 1982 to 1983 is from $112 to $156.24 or 39.5%. The following figures illustrate the effects on the County and employes of the parties' final offers.

	1982	1983 Union Offer	1983 County Offer
1) Monthly Premium paid by County	$104.62	$147.25	$140.62
2) Dollar and % increase in monthly premium paid by County	-------	$ 42.63 40.7%	$ 36.00 34.4%
3) Monthly premium paid by employe	$ 7.38	$ 8.99	$ 15.62
4) Dollar and % increase in monthly premium paid by employe	-------	$ 1.61 21.8%	$ 8.24 111.65%
5) % County share of total premium	93.4%	94.2%	90%
6) % Employe share of total premium	6.6%	5.8%	10%

Discussion:

The Union's offer continues the status quo with respect to the formula for allocating premium payments, i.e., County pays 100% of everything except major medical, which the employe pays.

The County paid 93.4% of the total premium in 1982, and its 1983 offer is a more significant deviation (90%) than is the Union's offer that the County pay 94.2%. From the employe's perspective, the employe would pay 10% in the County's offer rather than the 6.6% paid in 1982 or the 5.8% proposed by the Union.

Both offers result in higher dollar payments by both the County and the employes. The total premium increased by just under 40%. Under the Union's offer, the County's dollar payments increase 40.7% while the employes' payments increase 21.8%. This is obviously inequitable, but it is less inequitable than the County's offer in which the County's dollar payments increase 34.4% while the employes' payments increase 111.65%.

Thus, whether the proposed increases are viewed in terms of dollars or percentages, the County proposal represents a more significant change from the present arrangements than does the Union's offer. The County has demonstrated that costs have risen significantly, but it has not persuaded the arbitrator that there should be a significant change in the way that those costs are allocated between the County and the employes. Without such compelling reason, it is the arbitrator's view that such change should be made through bargaining and not by an arbitrator.

In reaching any judgment about which offer is preferable, the arbitrator must take account of comparisons. The only external comparison offered is Columbia County. There the Highway employes' share is $10 per month, which in dollar terms is closer to the Union's offer ($8.99) than the County's offer ($15.62). In percentage terms it is about 7% of the premium, which is also closer to the Union's offer (5.8%) than to the County's offer (10%). The dollars paid by Sauk County will be greater under either parties' offer than the dollars paid by Columbia County which pays a lower total premium.

With respect to internal comparisons, the arbitrator does not attach significance to what is paid to non-represented employes, since that is a unilateral determination by the County. Of more significance is the acceptance of the County's offer by the United Professional unit. However, this is a smaller unit with a much shorter history of collective bargaining with the County, and there is no evidence that it has been or should be viewed as a pattern setter.

The only other "settlement" has been the Zeidler arbitration award which has ruled in favor of the County in the Courthouse unit. As pointed out above, Zeidler was making comparisons involving Courthouse employes, and in Columbia County the contribution made by those employes is much higher than that paid by the Highway employes. In this case the relevant comparison is between Highway employes of Sauk and Columbia Counties, and these comparisons favor the Union's final offer.

Two of the four bargaining units in the County thus are now subject to the terms contained in the County's final offer

on payment of health insurance premiums. The remaining units do not yet have agreements for 1983. To the extent that it is desirable that fringe benefits be uniform within the County, this would favor the County's offer. However, it is the arbitrator's viewpoint that uniformity should not be achieved at the cost of fairness. The Highway employes should not have to have the same terms as the Courthouse employes just because the arbitrator of the Courthouse employes case ruled in favor of the County. Moreover, the basis for that decision was largely the external comparison with Columbia County, and as previously stated the fringe benefits are different in Columbia County for Courthouse and Highway employes.

Based on the only relevant external comparison presented, as well as on the extent of the proposed change by the County from the status quo as regards the allocation of costs between the County and its Highway employes, the Union's offer appears to the arbitrator to be more fair and reasonable, despite the fact that in so finding there will not be uniformity between bargaining units.

The County, in its brief, calls attention to the other statutory criteria, such as ability to pay, cost of living and total compensation and it points to the general decline in the economy, and the decline in Sauk County in relation to the general economy. In the arbitrator's opinion the cost of the parties' offers are so close together as to not give either one a material advantage when compared against these criteria. For example, the County calculates the hourly total compensation of its offer to be $8.90 while the Union's offer is $8.92.

There is also not a clear public policy advantage in favor of one offer over the other. The County argues that public policy is served by reducing medical costs through employe contributions to the premiums. The arbitrator agrees that such contributions may make the employe more aware of health costs, and may contribute to more careful utilization of health services. Both offers have the employe contributing, and the Union's offer, while calling for a smaller contribution, still requires a significant payment by employes ($8.99 per month). The arbitrator does not know with any degree of confidence that employes would use medical benefits either more or less under the County's rate structure than under the Union's and thus he does not favor either offer based on its effect on future health costs.

Conclusions:

The arbitrator must rule in favor of one final offer in its entirety. He must decide between the County's offer, which

he favors on the issues of contract duration, and the right to change insurance carriers and the Union's offer, which he favors on the issues of arbitration of individual health claims, hours of work and payment of health insurance premiums.

On balance, the arbitrator has decided in favor of the Union's final offer. He regards the decision as a very close one, but he views the Union's offer as resulting in fewer substantive changes to the contract which the parties have bargained than the County's offer does. The arbitrator believes that contracts should be changed where possible through bargaining, not arbitration. Moreover, on the one significant economic issue, health insurance premiums, the arbitrator favors the Union's position.

Dated at Madison, Wisconsin this 17th day of October, 1983.

Edward B. Krinsky, Arbitrator