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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of Final and Binding  
Final Offer Arbitration Between

JUNEAU COUNTY COURTHOUSE EMPLOYEES  
LOCAL 1312 WCCME, AFSCME, AFL-CIO

-and-

JUNEAU COUNTY  
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Case XLV  
No. 32735 MED/ARB-2615  
Decision No. 21418-C

I. PRELIMINARY INFORMATION

On January 6, 1984, the Juneau County Courthouse Employees Local 1312 filed a petition with the Wisconsin Employment Relations Commission, alleging that an impasse existed between the Union and Juneau County. Findings of Facts and Conclusions of Law were made by the Wisconsin Employment Relations Commission, and on February 17, 1984 it certified that the conditions necessary for the initiation of mediation/arbitration proceedings required by Section 111.70(4)(cm)6, had been met, and a list of mediator/arbitrators was sent to both of the parties.

On March 15, 1984 this arbitrator was advised that he was selected as the mediator/arbitrator by the parties. A hearing date was set for April 18, 1984 in Mauston, Wisconsin. Testimony was taken and arguments were heard on that date. The parties on that date agreed that a voluntary impasse procedure be followed similar to Sec. 111.70 Wis. Stats., except for the public hearing. Briefs were to be received postmarked by May 23; decision was to be made shortly after that date.

On June 7, 1984 the arbitrator was informed by Daniel Pfiefer, the Union Staff Representative, that the dispute had been resolved between the parties in a fashion that obviated the necessity of the arbitrator issuing a decision. The W.E.R.C. was notified, and on June 18, 1984 an order was issued indicating that the impasse had been resolved and that the mediator/arbitrator was not required to issue an award in the dispute.

Apparently, the settlement was not satisfactory to the County, because the mediator/arbitrator was advised on July 18, 1984 that

the Juneau County Board had rejected the proposed agreement. The parties were advised that the arbitrator would be available for additional hearings if necessary. The parties indicated that they were not needed.

On July 31, 1984 an order was issued by the Wisconsin Employment Relations Commission, reinstating the mediation/arbitration proceedings. Briefs were received from the parties on July 31, 1984 and August 14, 1984.

## II. THE HEARING

A hearing was held on this matter on April 18, 1984 at 11:35 a.m. in the Juneau County Courthouse, Mauston, Wisconsin. Prior to the hearing the mediator/arbitrator made an unsuccessful attempt to settle the dispute.

Appearances at the hearing were as follows:

For the County:

Dan Berkos, Acting Corporation Counsel  
Carol Doyle, Personnel Director  
C.F. Sayler  
Frances Pfaff  
Jane Kocka  
James Barrent

For the Union:

Dan Pfeifer, Staff Representative  
Bill Korner, Bargaining Committee Representative  
Chris Benden  
Nancy McCullick  
Gail Halliman  
Nancy Miller  
Evelyn Noyes  
Karen Sanders

Each of the parties called only one witness; Bill Korner testified on behalf of the Union, and Carol Doyle testified on behalf of the County.

## III. THE OFFERS OF THE PARTIES

### A. County's Final Offer

The County in its final offer (Joint Exhibit 1 A) proposed as follows:

- I. Contract - 2 years (Sec. 33.01)
- II. Wages - 15¢ 1-1-84 (Sec. 32.01)  
5¢ 7-1-84 " "  
Wage opener 1985 (Sec. 33.02)

Sec. 17.00 - Regular Part Time Employees

- 1) Benefits pro-rated on average hourly work week of previous year
- 2) Full year step increase if average work week is 35 hours or more. Less than 35 hours credit 1 step for 2 years service

III. Balance of Contract language remains the same except for Stipulations already agreed upon.

B. Union's Final Offer

The Union in its final offer (Exhibit 1 b) proposed as follows:

- (1) Wages: Effective 1/1/84 an increase of 15¢/hr; effective 7/1/84 an increase of 10¢/hr; effective 1/1/85 an increase of 25¢/hr. All increases are to be across the board and to be added to each step of each grade of wage schedule.
- (2) Sec. 17.00: Proration of Benefits.  
Regular part-time employees shall receive insurance, sick leave, holidays, vacations and other fringe benefits on a pro-rata basis. Pro-rated benefits shall be based on the average weekly hours worked from the preceding year. Regular part-time employees shall progress through the wage schedule based on their date of hire i.e., in the same manner as a full-time employee.
- (3) Duration 1/1/84 - 12/1/85
- (4) Retroactive 1/1/84
- (5) Stewards and/or officers may confer with bargaining unit employees and/or County representatives during work hours with the prior approval of the Personnel director.

C. Stipulations

The county and the Union entered into stipulations on eleven points. Eight were concerned with language changes in the contract. The three remaining appear to resolve outstanding grievances.

Stipulation (7) appears now to be in dispute. It reads as follows:

- (7) The County shall offer an HMO as an alternative to the current health insurance plan. The County shall contribute an amount equal to the County's share of the current health insurance

The Union objects to the withdrawal and contends the stipulation is part of the County's final offer. They argue the arbitrator lacks the authority to modify the stipulation.

IV. STATUTORY CRITERIA

Section 111.70(4)(cm)7, Wis. Stats. provides that an arbitrator must consider the following:

111.70(4)(cm)7 Factors Considered. In making any decision under the arbitration procedures authorized by this sub-section, 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 employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities.
- e. The average consumer prices for goods and services, commonly known as cost-of-living.
- f. The overall compensation presently received by the municipal employees, 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 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. DETERMINATION OF COMPARABLE COMMUNITIES

The County and the Union have not reached an accord as to what units of government ought to be used to provide the comparison of wages, hours, and conditions of employment mandated in 7(d).

The Union has proposed that the arbitrator consider Adams, Clark, Columbia, Crawford, Jackson, LaCrosse, Marathon, Marquette, Monroe, Portage, Richland, Trempealeau, Vernon Waushara, Wood, and Sauk Counties. The County has proposed that a list that only includes Adams, Crawford, Jackson, Marquette, Richland, Vernon, and Waushara Counties.

The county groupings that both parties picked to be used as

comparables are each inadequate. The Union suggests including counties with four or five times the population of Juneau County, and which are substantially urban, such as Marathon and LaCrosse, both of which contain central cities and suburban communities. These are not in any way similar to the rural nature of Juneau County.

The County wishes to add counties which are distant from Juneau and which in some cases have substantially smaller populations. To add those to a grouping of comparables would also be inappropriate.

The counties that are an appropriate basis for comparison are Adams, Jackson, Monroe, Sauk and Vernon Counties. These counties are all counties that are adjacent to Juneau County and have populations that are comparable to the size of Juneau County. None of these counties contains a city or urban complex with a population of over 10,000 people. These are all the same rural, agriculturally dominant type of counties as is Juneau County. Wood County also is adjacent to Juneau County, but has a population three times larger and contains two cities with populations just under 20,000 people. The area around Wisconsin Rapids in Wood County is really a city-suburban complex of nearly 30,000 people. It would be inappropriate for those reasons to include Wood County in the grouping of comparable counties.

The Union indicated in its brief that it had no objection to the deletion of Columbia, LaCrosse, Marathon and Portage Counties from the list of comparable counties. Clark County should be deleted because of its distance from Juneau County; the same reason justifies the deletion of Crawford, Trempealeau, Richland and Waushara Counties. Marquette County's population is substantially less than the population of Juneau County and therefore is deleted.

The comparable counties also have 1979 full assessments that are similar to Juneau County assessment (Union Exhibit C). Except for Adams County, which has had substantial new construction around the Federal Correctional Facility in the Town of New Chester,

the full assessed value per person was close to the \$20,132 in Juneau County.

Table of Comparable Counties

<u>County</u>	<u>1980 Population</u>	<u>Population Largest City</u>	<u>1979 Full Value Assessmetn</u>	<u>Assessed Value Per Person</u>
Juneau	21,039	3,284	\$423,576,300	\$20,132
Adams	13,457	1,744	420,447,100	32,244
Jackson	15,831	3,434	334,776,860	19,890
Monroe	35,074	7,204	580,937,400	16,563
Sauk	43,469	8,081	1,001,686,410	23,044
Vernon	25,894	3,716	542,416,280	21,153
Five Co. Average	26,894	4,836	576,052,780	21,419

VI. WAGES

The Union and the County both propose a 15¢ per hour wage increase effective January 1, 1984. The County would add 5¢ on July 1, 1984, while the Union would propose 10¢ additional on that date. Finally, the Union asks for 25¢ on January 1, 1985, while the County proposes a wage reopener provision. Both of the proposals can only be interpreted to offer across the board flat dollar and cents increases for all classifications and in all steps. There was a dispute regarding this point at the hearing with the County Personnel Director indicating this was not the County's intent. The language of both final offers are specific and unambiguous in referring to dollars and cents, not to percentages.

The 1983 wage tables on the following page show how Juneau County ranks as to the comparable counties.

1983 Wage Comparisons - Minimum

<u>Counties</u>	<u>Income Maintenance Worker</u>	<u>Clerk/ Typist</u>	<u>Custodian</u>	<u>Clerk/ Typist II</u>	<u>Deputy Court Clerk</u>
Juneau	\$5.15	\$4.03	\$5.15	\$4.45	\$5.39
Adams	5.72	5.36	---	5.52	5.72
Jackson	6.51	4.29	4.49	4.92	4.90
Monroe	5.56	4.71	5.98	5.08	5.98
Sauk	6.60	5.36	6.03	5.68	5.49
Vernon	4.96	4.39	4.31	4.59	5.12
Five Co. Average	5.91	4.85	5.65	5.15	5.44

1983 Wage Comparisons - Maximum

Juneau	6.44	5.04	6.44	5.56	6.79
Adams	6.20	---	---	5.82	6.13
Jackson	8.39	5.58	5.60	6.79	6.11
Monroe	6.12	5.19	6.58	5.60	6.58
Sauk	7.09	5.69	6.39	6.04	6.21
Vernon	5.79	4.39	6.20	4.59	5.49
Five Co. Average	6.79	5.34	5.77	6.10	6.10

It is clear that Juneau County lags behind most of the comparable counties in most of the classifications, both as to the minimum and the maximum rate of pay. Only Vernon County is consistently below Juneau County. The Union points out that Jackson County in 1984 settled with a 20¢ an hour wage increase effective January 1, 1984. Monroe County increased its wage for similar employees 3.7% effective January 1, 1984. Data was not available at the time of the hearing in regard to Adams, Vernon or Sauk Counties.

The Union in its brief indicated that Juneau County and the Union representing County Highway Department employees reached

an agreement that provided for a wage increase of 25¢ per hour, effective January 1, 1984. This agreement was reached after the hearing on this mediation/arbitration proceeding.

No evidence has been offered that shows the comparable wages for other public employees in other units of government in Juneau County or for the wage rates paid by private employees in Juneau County for workers performing similar tasks to the Court-house workers.

The Union points out that its final offer for 1984 would be an increase of 3.41% in wages, whereas the County's final offer would be an increase of 2.98% in wages. In those comparable counties for which information is available, Jackson and Monroe Counties, the increase in wages was 3.30% in Jackson county and 3.70% in Monroe County.

Although the final offer of the County is not unreasonable, it would appear that the position of the Union more closely and accurately reflects the wages of the other employees performing similar services in comparable counties and is more comparable to the known settlements reached in those counties.

Evidence was offered in Union Exhibits "L" and "M," comparing the overall benefits of Juneau County and the other counties previously identified. Among the benefits considered are the vacation day policy, holidays, hours worked per week, and insurance coverage. A summary of that data is set forth below.

1983 Comparison of Overall Benefits

<u>County</u>	<u>Hours p/Week</u>	<u>Hols. p/Year</u>	<u>Vac.Days 1 Year</u>	<u>Vac.Days 15 Years</u>	<u>Hlth. Ins. Pd. Single Family</u>	<u>Life Ins. Paid</u>	
Juneau	40	11	12	20	100%	89%	20%
Adams	37.5	9	5	15	100	100	20
Jackson	40	10	10	10	100	100	100
Monroe	40	9	5	15	86	85	100
Sauk	40	9	5	20	100	100	20
Vernon	37.5	8.5	10	15	100	70	---



It is clear that in terms of indirect benefits the Juneau County Employees are generally in a more favorable position in comparison with the employees of other counties. This favorable position was further improved by the stipulations that were entered into by the parties relating to personal leave. The County position, when wages and indirect benefits are considered together, is the more reasonable in that Juneau County employees are among the leaders in indirect benefits.

The Union submitted evidence indicating the Consumer Price Index rose 3.8% from the preceding year (Union Exhibit "D"). The Union's final offer is closer to the actual Consumer Price Index than is the County offer for the increases that commence on January 1 and July 1, 1984. The 1985 Consumer Price Index increase is speculative, and clearly the wage re-opener proposal in the County's offer would give the parties an opportunity to be more precise in tying wages to that index, than the Union's 25¢ per hour increase effective on January 1, 1985. Public policy needs, however, argue against a wage reopener in a contract of such short duration and which has not been resolved over eight months after the beginning of negotiations.

No party challenges the County's financial ability to meet the costs of any of the proposed settlements. Therefore, it will be assumed that this is not an issue in dispute, or a factor material to the decision.

VII. REGULAR PART-TIME EMPLOYEES AND THEIR PROGRESSION THROUGH THE WAGE SCHEDULE

There is a substantial difference between the proposals of the County and the Union on how part-time employees work their way up the steps of the wage schedule. The schedule, which takes a full-time employee ten years to complete, would take twenty years to complete for a part-time employee who works less than 35 hours per week.

Time Needed as Full-Time Employee  
To Reach Maximum Step

<u>COUNTY</u>	<u>LENGTH</u>	
Juneau	10	Years
Adams	2	"
Jackson	4	"
Monroe	1.5	"
Sauk	1.5	"
Vernon	No Variation	

The County proposes that an employee working less than 35 hours should get only one-half of the credit a full-time employee receives as they work their way through the steps. A major flaw in the County proposal is the cut-off time used to determine a part-time employee. It is inequitable that an employee working more than 32 hours per week, but less than 35, should be treated as part-time rather than full-time. A work week of that many hours ought to be recognized as full-time for the purpose of working one's way through the wage step procedure.

Juneau County already has a step procedure that takes more time to complete than such steps in the other counties. To further lengthen it for part-time employees would not be fair and reasonable.

VIII. CONFERENCES WITH EMPLOYEES

A further issue in dispute between the County and the Union is whether Union Stewards and Officers should be able to confer with bargaining unit employees or with County Representatives during working hours with the prior approval of the Personnel Director. The County has not made a counterproposal on this matter. The Union contends that its proposal merely constitutes the practice that is now being followed by the parties. The Union further contends that, since Stewards and Officers must secure prior approval from the Personnel Director under this proposal, management has a veto over any abuses that might occur. William Korner, the Union Presi-

dent for two and one-half years, testified that he has always sought permission from the Personnel director of the County before he discussed issues with management or investigated any grievances in Juneau County. His testimony was not disputed.

In regard to this issue, the Union's position is consistent with past practice of the parties. No evidence has been offered as to the practices followed in other counties.

IX. HEALTH INSURANCE

The final issue that is in dispute between the parties revolves around the question of whether the Health Maintenance Organization option that was included in the stipulations should be withdrawn.

Since the negotiation or mediation process did not result in a contract, it would not now be equitable to bind the parties to the stipulations they reached when they did not reach an agreement or meeting of minds on all issues. The disputed stipulation may be withdrawn and each party's position on it shall be treated as part of its final offer.

The County offered evidence that indicated the premium payment for the Union employees by Juneau County in the past year was \$66,000.00. This amounted to a \$16,000.00 increase in the County's share of the health costs.

The impact of implementing the H.M.O. option would be that a number of employees could withdraw from the current health insurance program, causing a premium increase for the smaller group remaining in the program.

The Union has not addressed the cost to the County of an H.M.O. either in testimony or in its brief, and there is no comparative data available from other counties. It would appear that the evidence supports the position of the County that the H.M.O. would cause the cost of health insurance to increase, because the number of covered employees would decrease due to withdrawals to join the H.M.O. The County's contention, therefore, is the more reasonable.

X. SUMMARY: The following is a summary of the Arbitrator's findings and conclusions.

A. Stipulations. The stipulation relating to the Health Maintenance Organization, number (7), is withdrawn and made part of the Union's final offer. All other matters covered by stipulation will stand.

B. The final Offers: The conclusions and findings of the arbitrator are as follows:

1. The financial ability of the County to meet the proposed final offers is not questioned.

2. The Union's final offer regarding wages more accurately reflects the wages paid to employees performing similar services in comparable counties and is more comparable to the known settlements in the counties than is the final offer of the County.

3. The County position regarding overall compensation and indirect benefits is more reasonable, because of the favorable position of the employees regarding the indirect benefits as compared to the other counties.

4. The Union's proposal regarding wages is more directly in line with the cost-of-living increases that have occurred.

5. The Union's proposal regarding regular part-time employees is more equitable than that of the County.


6. The Union's proposal regarding conferences with employees conforms to past practices in Juneau county and, therefore, is the more reasonable.

7. The County's position regarding the H.M.O. cost increase was not factually disputed; consequently, it reflects an increased financial burden placed on the employer.

Having in mind all the surrounding facts and circumstances, I find and conclude the proposal of the Union more nearly satisfies the required statutory criteria than does the offer of the County.

XI. AWARD

The 1984 agreement between the Union and Juneau County should include the final offer of the Union, as set forth and explained herein.



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Frederick P. Kessler  
Mediator/Arbitrator

Dated this 16 day of October, 1984 at Milwaukee,  
Wisconsin.