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Dec 27 85

EDWARD B. KRINSKY, INC.  
Edward B. Krinsky, Arbitrator  
2021 Chamberlain Avenue  
Madison, Wisconsin 53705  
(608) 257-1060 or 231-1898

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of Mediation-	:	
Arbitration Between	:	
	:	Case 94
MARATHON COUNTY	:	No. 34069
	:	MED/ARB-3013
and	:	Decision No. 22431-A
	:	
MARATHON COUNTY HIGHWAY DEPARTMENT,	:	
LOCAL 326, AFSCME, AFL-CIO	:	
	:	

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Appearances:

Mulcahy & Wherry, S.C., by Dean R. Dietrich, for  
the County.  
Daniel J. Barrington, Staff Representative, for  
the Union.

On May 15, 1985, the Wisconsin Employment Relations Commission appointed the undersigned as Mediator-Arbitrator in the above-captioned case. On August 7, 1985, the undersigned met with the parties for a mediation session during which all issues other than the wage rate for 1985 and 1986 were resolved. Also on that date, at the conclusion of mediation, the parties presented their dispute to the arbitrator.

At the hearing the parties had the opportunity to present evidence, testimony and arguments. No transcript of the proceedings was made. At the conclusion of the hearing the parties agreed to submit briefs and reply briefs. The proceedings were delayed by the late filing of the Union's brief. The briefs were exchanged on November 13, 1985. No reply briefs were submitted.

As mentioned above, the sole remaining issue between the parties is wages. The County offers a 4% increase for 1985 and a 4% increase for 1986. The Union offers 4.4% for 1985 and 4.5% for 1986.

In making his decision, the arbitrator is required to give weight to the factors enumerated in the statute. There is no dispute in this case with regard to "(a) the lawful authority of the Employer; (b) stipulations of the parties; (c) interests and welfare of the public and the financial

ability of the unit of government to meet the costs of any proposed settlement; (f) overall compensation presently received by the municipal employees...; (g) changes during the pendency of the arbitration; and (h) other factors normally or traditionally taken into account." The arbitrator has discussed (e) cost of living, below. The focus of this dispute is on the weight to be given to (d) comparability.

With regard to cost-of-living, data provided by the County show that the U.S. City Average for All Urban Consumers rose 4.0% from December 1983 to December 1984. The increases from January through June 1985, above 1984 levels, have been below 4% in each month. These cost-of-living increase figures slightly favor the County's final offer, in the arbitrator's opinion.

With regard to comparability, both parties presented data about internal and external comparisons in the public sector. The parties differ concerning which counties should be used for comparisons. The County uses the eight contiguous counties for comparison purposes. None of these eight counties are included on the Union's list of "primary comparables." The Union looks to six other counties for primary comparisons: Fond du Lac, LaCrosse, Manitowoc, Outagamie, Sheboygan and Winnebago. The Union uses the contiguous counties as "secondary comparables."

The arbitrator has decided to use the contiguous counties for comparison purposes. This is not to say that some other grouping might not be appropriate for comparison purposes, but the arbitrator is not persuaded based on the data presented to him that the counties selected for comparison by the Union are as appropriate. There is no suggestion that the parties have traditionally used the Union's group for comparison purposes, nor is there a showing that they share a common labor market. Also, the parties agree that the contiguous counties are a relevant comparison, albeit that the Union would put primary emphasis on another group of counties. While the comparables chosen by the Union appear to be reasonable ones based on population and adjusted gross income per capita, only full value tax data is presented, which is not an adequate basis for making comparisons between counties with respect to their relative tax burdens. County exhibits showing equalized value per capita and equalized tax rates demonstrate the appropriateness of using the contiguous counties as comparisons.

In this dispute, the parties' wage offers are so close to one another that they do not affect the rankings of the County relative to the comparison counties to any significant

degree, whichever set of comparables is used. The parties' offers at the maximum rates of the selected job classifications vary by a few cents per hour.

Although there is no change in relative ranking, the Union's offer for 1985 more closely retains the 1984 relationship between the County and the median rate of the comparison counties. For each of the benchmark classifications used by the County, the wage rate for the unit is above the comparison median. The data for 1986 are not complete enough to compute what the relationships are. The data for 1984 and 1985 are as follows:

	<u>1984</u>	<u>1985</u>
Mechanic	+23 cents above the comparison median	+16 cents County +20 cents Union
Light Equip. Op.	+35 cents	+30 cents County +33 cents Union
Heavy Equip. Op.	+16 cents	+11 cents County +15 cents Union
Highway Patroller	+29 cents	+25 cents County +28 cents Union
Small Truck Driver	+12 cents	+ 8 cents County +11 cents Union
Large Truck Driver	+25 cents	+21 cents County +24 cents Union
Laborer	+ 7 cents	at median County + 3 cents Union

Since the economic data presented by both parties do not indicate that the financial condition of the County is worse than that of the contiguous counties, there would appear to be no reason for the County's wages to deteriorate in relationship to the other counties.

The parties both presented data with regard to internal comparisons. The county argues that its offer is consistent with that offered to all of its other bargaining units and non-represented employees, and it presents data showing that the County, as well as the City of Wausau with which it has a joint personnel function, has striven over the past several years to give uniform wage increases to its employees.

The Union presented data showing that the offers given by the County and City were not uniform, and that some units

were indeed offered more than 4%. In some units employees were given classification and other adjustments. The County acknowledged and explained these adjustments. The arbitrator makes no judgment with respect to the necessity for these adjustments.

The Union argues that these deviations are extensive enough, and in enough of the units to indicate that there is indeed no 4% - 4% pattern. It notes also that only one of the bargaining units has reached a voluntary settlement for 1986.

At the time of the arbitration hearing three County units were in arbitration (Sheriffs, Parks, Highway). Three County units were not settled (Sheriff Supervisors, Courthouse Non-Professional, CETA). One unit (Social Services Non-Professional) was settled on a non-precedent basis. Three units (Courthouse Professionals, Social Service Professionals, Health) representing 70 of the County's represented employees had settled for 4% - 4%, but of these three units, two had received additional special adjustments. If the City units are added to the mix, two settled voluntarily for 4% - 4% (Fire, Police Supervisors) and one (Police) received 4% for 1985 in arbitration. Two units (DPW and City Hall) representing 130 of the City's 236 represented employees had not settled for 1985 or 1986.

In view of the above settlement information, the arbitrator is not persuaded that at this juncture there is a sufficiently established pattern of uniform settlements for County units to govern the outcome of this arbitration. The settlements of City units would seem to have established a pattern there, but for County units there is a pattern of uniform basic wage offers, but not of settlements.

The Union argues that its position should be favored in order to correct past inequities. It states in its brief, "when comparing the Wages Only increases (data provided by the Employer) for the last 5 years, 14 other units exceed the increases granted to this unit." The arbitrator does not know the explanation for that. The arbitrator notes, however, that for 1983 and 1984 the bargaining unit received the same settlement as virtually all of the other bargaining units in the City and the County. The arbitrator does not have a basis for deciding that in 1985 and 1986 there should be wage adjustments made in this unit to make up for bargaining settlements prior to 1983.

The arbitrator has concluded that the County's offer results in wage deterioration relative to the wages being paid to employees doing similar work in the contiguous counties. This makes the Union's offer preferable. The arbitrator would have found in favor of the County's offer

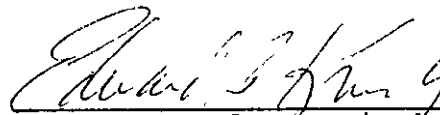
despite this wage deterioration had he been persuaded that there was a consistent pattern of wage settlements among County bargaining units, but that has not been demonstrated.

Based on the above facts and discussion, the arbitrator hereby makes the following

AWARD

The Union's final offer is selected.

Dated at Madison, Wisconsin, this 23<sup>rd</sup> day of December, 1985.

  
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Edward B. Krinsky  
Mediator-Arbitrator