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STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of Mediation/Arbitration

between

ROCK COUNTY, WISCONSIN

and

LOCAL 2489, AFSCME, AFL-CIO

CASE 191  
NO. 34331  
MED/ARB-3113  
Decision No. 22549-A

Appearances

For the County: Bruce Patterson  
Employee Relations Consultant  
3685 Oakdale Drive  
New Berlin, WI 53151

For the Union: David Ahrens  
Staff Representative  
AFSCME, Wisconsin Council 40  
5 Odana Court  
Madison, WI 53719

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BACKGROUND

The undersigned was notified by an April 24, 1985, letter from the Wisconsin Employment Relations Commission of his selection as Mediator/Arbitrator in an interest dispute between Rock County (hereinafter County) and Rock County Employees, Local 2489, AFSCME, AFL-CIO (hereinafter Union). The dispute concerns wages and reclassifications to be included in the parties' 1985 labor agreement, covering all regular full-time and regular part-time clerical employees in the Rock County Courthouse (Janesville), Rock County Airport, the Rock County Administrative Building (Beloit), the Rock County Youth Shelter Facility, the Rock County Department of Social Services (Public Welfare), the Rock County Highway Department, the Rock County Sheriff's Department, BETA Building, and all full-time and regular part-time matrons, cook-matrons, food service supervisors and non-deputized dispatchers of the Rock County Sheriff's Department.

Pursuant to statutory responsibilities, mediation was conducted on July 29, 1985. A settlement did not result. An arbitration was conducted later that same day, during which time both parties had full opportunity to present evidence and argument in support of their respective positions. Both parties filed post-hearing briefs, which were exchanged by the undersigned on November 4, 1985. Based upon a detailed consideration of the record, and relying upon the criteria set forth in Section 111.70 (4)(cm), Wisconsin Statutes, the Arbitrator has formulated this Award.

ISSUES

The Union's final offer includes a 30-cent across-the-board wage increase (3.8%, UX-10) for all employees effective January 1, 1985; the County's final offer consists of a 3%

wage increase across all classifications. The Union's final offer also includes provision for upgrading four classifications. In addition, the parties do not agree on the appropriate group of comparables.

#### DISCUSSION

Since the comparability question might have significant impact on the reasonableness of the parties' respective offers, it shall be resolved at the outset.

#### Comparability

Union Position. The Union believes that Wisconsin counties with populations above 100,000 and those contiguous with Rock County should be considered comparable, except for Waukesha and Milwaukee. It also includes the cities of Janesville and Beloit. The Union's proposed comparables are listed below:

Counties	Population
Dane	333,950
Brown	182,427
Racine	170,173
Rock	138,721
Winnebago	134,750
Outagamie	132,312
Kenosha	121,330
Marathon	112,369
Sheboygan	101,708
Walworth	72,942
Cities	
Janesville	51,096
Beloit	34,340

County Position. The County emphasizes that it made the same wage offer (3%) to all employee groups with which it bargains and granted the same increase to employees in non-union positions. Thus, the County reasons, the most relevant comparables are internal.

The County also believes that local private sector employers are relevant for comparability purposes.

Finally, the County also cites the following counties in its suggested pool of comparables:

County	Population
Brown	182,427
Rock	138,721
Winnebago	134,750
Outagamie	132,312
Marathon	112,369
Sheboygan	101,708
LaCrosse	94,492
Fond du Lac	89,683
Washington	86,255
Manitowoc	84,038
Eau Claire	83,635
Walworth	72,942
Ozaukee	67,036
Jefferson	66,616

Analysis. The County is correct in its assertion that mediator-arbitrators give weight to internal comparables. However, it is important to note that County virtually dictated the pattern with respect to the evidence it submitted on other County employee groups. That is, it granted a 3% increase to non-represented groups and offered the same wage adjustment to unionized employees across all bargaining units. The record in the instant case includes settlement information on just two of those units (Public Works Department and Handicapped Childrens' Education Board teachers and aides), both of which were decided through arbitration. Thus, this record contains no pattern of voluntary settlements for internal comparables.

Janesville and Beloit are the two largest cities in Rock County, with Janesville being the County Seat. They are obviously within the same labor market as is the County, and therefore are appropriate for comparison purposes.

With respect to other counties, both parties agree that the following should be considered comparable: Brown, Winnebago, Outagamie, Marathon and Sheboygan. In the opinion of the undersigned, Dane County is not comparable. First, it is almost two and one-half times as large as Rock County by population. Second, it contains both the University of Wisconsin (Madison) and the center of Wisconsin State government, both of which skew its economic character substantially. And the usefulness of Walworth County for comparison purposes is questionable, since its relatively small population (72,942) is only about half that of Rock County.

Along with the population dimension, other factors considered by arbitrators in evaluating comparability arguments include geographical location and equalized valuation. Rock County has a full value per capita of \$23,733. Other counties in the Union's proposed list have strikingly comparable values (Range: \$22,737 to \$24,337), with the exception of Dane (\$27,116) and Walworth (\$38,028). These figures lend further support to the exclusion of both Dane County and Walworth County as comparables.

The record contains no information concerning the equalized valuations of La Crosse, Fond du Lac, Washington, Manitowoc, Eau Claire, Ozaukee or Jefferson Counties, almost all of which have populations considerably smaller than Rock County. And the undersigned is not convinced from the evidence presented that Kenosha and Racine Counties are so closely tied to the Milwaukee metropolitan area that they should be excluded from comparison.

After consideration of size, geographic proximity and equalized valuation, the undersigned has concluded that the following employers are similar enough to be considered comparable to Rock County:

Brown County  
Racine County  
Winnebago County  
Outagamie County  
Kenosha County  
Marathon County  
Sheboygan County  
City of Janesville  
City of Beloit

The wages, hours and working conditions of other Rock County employees will be considered as well.

#### Wages

Union Position. As stated earlier, the Union's final offer includes a 30-cent across-the-board wage increase. On wages alone, this increase equates to about 3.8%. The Union asserts that its wage offer is modest in comparison to increases across the comparables, and notes that Rock County is one of only three employers among the comparables that do not provide dental insurance for their employees. In addition, the Union argues, most of them provide longevity payments; Rock County does not.

County Position. The County maintains that the Union's wage demand is excessive, especially in light of the fact that Rock County farmers are suffering through a period of declining crop prices and concomitant farm foreclosures. Moreover, the County argues, many private sector settlements in Rock County have included wage freezes and concessions. And finally, the County notes that it provides a full benefit package to its employees, including paid health insurance.

Analysis. Beginning with the first statutory criterion, there is nothing in the record to suggest that the County's lawful authority is a factor in this proceeding. And the undersigned takes notice that due to the parties' stipulation the County will incur a cost increase resulting from their change in the health insurance premium language.

The County did not argue that it would be unable to meet the Union's wage demand; rather, it stressed that Rock County farmers are laboring under less than favorable economic conditions and that the tax load across Wisconsin generally is relatively high. However, there is nothing in the record to support the conclusion that Rock County taxes would increase if the Union's offer were selected. Moreover, the undersigned is not persuaded from the evidence presented that farmers in Rock County are in worse economic shape than those in other parts of the State.

With respect to the public interest generally, it has not been established that either final offer best serves. Cost of public services is not the only factor in considering the public interest. For example, if a municipal employer offers a wage/benefit package which is not comparable to that offered by employers in its own labor market, it is not likely to attract the highest quality applicants. Thus, there could be a corresponding negative impact on the quality of public services it offers.

Comparison of the wages, hours and employment conditions of affected Rock County employees with those in the comparables pool supports adoption of the Union's final offer. First, the benefit package received by Local 2489

represented employees is not markedly better than those enjoyed by other employees across the comparables. All comparable employers provide paid health insurance in one form or another, and nearly all of them pay the full premiums. Moreover, the premium amounts are generally higher across the comparables than they are for Rock County. And seven of the nine comparable employers provide dental insurance; Rock County does not. Finally, all comparable county employers provide some form of longevity payments; Rock County does not.

With respect to wages, the average increase across the comparables for whom 1985 settlement data were included in this record is approximately 4% for 1985 (UX-8). Thus, both final offers include wage increases below the average now being paid by comparable municipal employers.

The undersigned notes that at least a few private sector employers in Rock County received concessions and wage freezes through the bargaining process, but those could well be isolated examples. Moreover, there is little information in the record about the duties performed by employees in those organizations or about their skills and qualifications. And besides, the latest economic indicators suggest that the Rock County manufacturing sector is enjoying a modest surge. Manufacturing employment is up approximately 13% from one year ago, and average hourly earnings have increased as well (Wisconsin Economic Indicators, May, 1985).

Finally, the Arbitrator understands that the County has offered a 3% increase to employees in all of its bargaining units, and that internal consistency of wage differentials is important in any organization. However, internal consistency should not absolutely prevail when internal wage rates are not competitive with external ones. That is, just because the County has offered the same increase to all units is not reason enough to conclude that its offer should be selected in this case. Indeed, it appears from analysis of the record that a 3% increase would cause Local 2489 employees to fall behind their counterparts in comparable counties.

Moreover, the mediation-arbitration process was intended to approximate the outcome of free collective bargaining. The undersigned notes that employees in all other Rock County bargaining units rejected the County's 3% wage offer during the bargaining process. Thus, there is no pattern of voluntary settlements among the internal comparables.

With regard to the cost of living criterion, both parties' wage offers appear somewhat reasonable. The County relies on the Bureau of Labor Statistics' Consumer Price Index for "All Urban Consumers in Small Metro Areas" for its estimation of a 3% increase for calendar 1984. However, given the average 1985 wage settlement rate of 4% across comparable municipal employers, it does not seem appropriate to hold Local 2489 employees to a 3% increase.

Changes in any of the foregoing circumstances during the pendency of the instant case and consideration of other factors normally taken into account in the determination of wages, hours and working conditions does not weaken the conclusion that the Union's wage offer is the more reasonable.

## Classification Changes

Union Position. The Union's final offer includes the following classification changes: (1) Income Maintenance Worker from Pay Range 9 to Pay Range 5; (2) Deputy Register in Probate II from Pay Range 8 to Pay Range 7; (3) Deputy Surveyor from Pay Range 5 to Pay Range 4; and (4) Correctional Officers in the Huber Facility upgraded to the same pay rate as that received by those in the County Jail. All classification changes are proposed with an effective date of January 1, 1985.

County Position. The County did not address the reclassification issue either in its opening statement during the arbitration hearing or in its Posthearing Brief. Moreover, the County presented no witnesses to testify in opposition to the Union's proposed reclassifications.

Analysis. The Income Maintenance Worker position is characterized in a February, 1985, County job description as needing two years of college training (under "Desirable Training and Experience"). None of the higher paying job descriptions entered as a part of this record list such a qualification. Moreover, all employees hired into this classification within the past two years have been college graduates. Given the relatively low wage rate (average = c. \$6.50/hr.), the Union's demand for reclassification seems reasonable on its face. And again, the County did little if anything to refute the Union's arguments on this issue.

Union witness Rollie Plautz testified that Huber Dorm Correctional Officers work in more exposed and less controlled conditions than those at the County Jail. And the ratio of Officers to prisoners is lower at Huber than it is at the Jail. Moreover, the Union's argument that most comparable counties pay significantly higher wage rates to their correctional officers was unrefuted by the County. Thus, the Union's reclassification demand for Huber Dorm Correctional Officers seems reasonable on its face.

The Union also argues that there is no basis for paying the Deputy Register of Probate less than the Deputy Clerk of Court. According to Union Exhibit 18 (job descriptions attached to a Job Audit), the former requires four years' experience while the latter requires only three. And in a cover letter to the Job Audit, the Register in Probate indicated that the two jobs differ only in title, type of cases handled, and person to whom incumbents report. Absent County evidence to the contrary, the Union's reclassification offer for the Deputy Register of Probate appears reasonable on its face.

Finally, the Union argues that the Deputy Surveyor is paid at a rate significantly lower than that of employees performing identical tasks in the Highway Department. It also argues that his work is not only as physically demanding as theirs, but it requires more skill and greater technical abilities. Again, the County presented no evidence to refute these Union arguments.

On balance then, it appears from the record that the Union's reclassification demands are reasonable.

## Summary

After careful consideration of appropriate statutory criteria, the Arbitrator has concluded that the Union's

wage offer is the more reasonable. The Union's reclassification offer also appears reasonable on its face, and the County did not present sufficient evidence to detract from that facial reasonableness.

AWARD

The Union's final offer shall be incorporated into the parties' 1985 collective bargaining agreement, along with all of the provisions of the previous agreement which remain unchanged and along with the stipulated changes agreed to by the parties.

Signed by me at Shorewood, Wisconsin, this 2nd day of January, 1986.

*Steven Briggs*  
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Steven Briggs