

DEC 27 1985

EDWARD B. KRINSKY, INC.
Edward B. Krinsky, Arbitrator
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Madison, Wisconsin 53705
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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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In the Matter of Mediation-	:	
Arbitration Between	:	
	:	Case 95
MARATHON COUNTY	:	No. 34070
	:	MED/ARB-3014
and	:	Decision No. 22569-A
	:	
MARATHON COUNTY PARK DEPARTMENT,	:	
LOCAL 1287, 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. In addition, it makes some classification adjustments which, according to the County's brief, makes the 1985 increase for Level A - Special Skills 4.3%; Level B - Skilled 4.5% and Level D - Labor 4.4%. 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 units of government should be used for comparisons. The County uses the eight contiguous counties for comparison purposes. The Union looks to four other counties (Fond du Lac, Racine, LaCrosse and Sheboygan) and five cities (Appleton, Beloit, Eau Claire, Oshkosh and Waukesha).

The arbitrator does not view it as necessary for him to decide which external comparables are most appropriate. The County's comparisons suffer from the fact that few of the contiguous counties have employees in the same job classifications as those in this bargaining unit. The Union's comparisons suffer from the fact that there is no history of using them in the parties' bargaining, nor are these jurisdictions in the same labor market. Moreover, whichever comparisons are used, the difference between the parties' offers for 1985 is so small as to not make a significant difference in the relative rankings or in the actual cents per hour figures. Also, even if the Union's arguments are credited that there is a need for catch-up for these employees relative to employees doing similar work in comparable jurisdictions, the difference between the parties' offers are so small that no significant catch-up will be accomplished in 1985, whichever offer is awarded in this decision. Moreover, there is no 1986 data available to suggest how the wages of the bargaining unit ought to change in relation to wages in the comparable jurisdictions cited by the Union.

The Union emphasizes that wage deterioration has occurred between 1984 and 1985 in this unit relative to the comparison cities which have Parks Departments. The arbitrator only notes that there is no evidence that the parties have ever agreed to use these cities for comparison purposes prior to 1985, and they still have not done so. Even if the Union were persuasive that these cities should be used for comparisons in 1985 and 1986, the arbitrator would not regard it as appropriate to correct for relative wage deterioration in past years where these comparisons were not used by the parties in those years. The evidence suggests that there is a problem facing the parties in making appropriate comparisons, since the contiguous counties do not maintain Parks Departments in the same manner as does the County. The arbitrator suggests to the parties that they attempt to agree on a basis for making future comparisons concerning the appropriate pay scale for these employees. By this proceeding, if it has not done so in the past, the Union has put the County on notice of the need for formulating comparisons other than just the contiguous counties in which the same jobs are not performed.

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. The Union provides no persuasive basis for there being a larger general wage increase to this unit than what the County has offered to its other units. The Union states in its brief, "Comparison of wage increases granted from 1979 to present reveals that 66% of the various employee groups, Union and non-Union, received greater wage increases than 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 given to make up for past bargaining settlements prior to 1983.

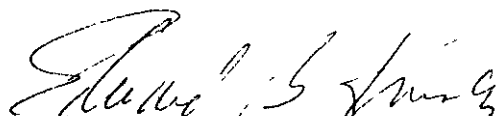
The arbitrator has concluded that the external wage comparisons do not support either offer more than the other for 1985 or 1986. With regard to the internal comparisons, the arbitrator finds the County's attempt to offer the same wage increase to all of its bargaining units as more persuasive than the Union's arguments that this bargaining unit should receive a greater increase.

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

AWARD

The County's final offer is selected.

Dated at Madison, Wisconsin, this 23rd day of December, 1985.



Edward B. Krinsky
Mediator-Arbitrator