STATE OF WISCONSIN

BEFORE THE ARBITRATOR

In the Matter of a Mediation-Arbitration	:	
	:	
between	:	
	:	Case 56
COLUMBIA COUNTY EMPLOYEES,	:	No. 35362 MED/ARB-3395
LOCAL 2698, WCCME, AFSCME	:	Decision No.22890-A
AFL-CIO	:	
	:	
and	:	
	:	
COLUMBIA COUNTY	:	

Appearances:

David Ahrens, Staff Representative, Council 40, AFSCME, AFL-CIO appearing on behalf of Local 2698, WCCME, AFSCME.

James R. Meier, Corporation Counsel, Columbia County, Wisconsin appearing on behalf of Columbia County.

Arbitration Award

On October 3, 1985 The Wisconsin Employment Relations Commission, pursuant to 111.70(4)(cm)6b of the Municipal Employment Relations Act appointed the undersigned as mediator-arbitrator in the matter of a dispute existing between Columbia County Employees, Local 2698, WCCME, AFSCME, AFL-CIO, hereafter referred to as the Union and Columbia County, hereafter referred to as the County. An effort to mediate the dispute on November 21, 1985 failed. A hearing was also held on November 21, 1985 at which time both parties were present and afforded full opportunity to give evidence and argument. No transcript of the hearing was made. Initial briefs were exchanged on January 25, 1986 and reply briefs on February 17, 1986.

Background

The Union and the County have been parties to a collective bargaining agreement the terms of which expired on June 30, 1985. The parties exchanged their initial proposals for a successor agreement on March 25, 1985 and thereafter met on three additional occasions. Failing to reach an accord, the Union filed a petition with the Wisconsin Employment Relations Commission on July 18, 1985 to initiate mediation-arbitration. After duly investigating the dispute the WERC certified on September 4, 1985 that the parties were deadlocked and that an impasse existed.

Statutory Factors to be Considered

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 and in private employment in the same community and in 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 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 benefits received.

g. Changes in any of the foregoing circumstances during the pendency of the 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.

Final Offers of the Parties

The Union's Offer

The Union's final offer would change the successor contract in the following manner(Appendix A):

1. To be deleted would be the sentence of Section 5.05 which waives employee rights to grieve unsuccessful job bidding unless a written application for the new position had previously been filed. In addition, new language would be added to the effect that job applicants for classifications other than that currently held would file written applications.

2. The entire language of Section 5.06 as it addresses the selection of applicants to fill job vacancies would be deleted and new language substituted. The new language would require that "In filling job vacancies, the senior applicant will be given greatest consideration if applicants are relatively equal."

3. The last eight words of the second sentence of Section 5.07 would be deleted. Thus to be struck would be ". . . if the employee has submitted a written application."

4. In Section 7.06 the word "grandchildren" would be added to the definition of "immediate family" as this establishes entitlement to bereavement pay.

5. Shift premiums would be increased to 15 cents per hour for employees who begin work on or after 2:30 p.m. and 25 cents per hour for those beginning on or after 11:00 p.m.

6. General wages would be increased as follows:

a. Seventeen cents per hour across-the-board as of 7/1/85.

b. Freeze all Step 1 rates except LPNs and all Step 1 and Step 2 High School rates (Range 1).

County Final Offer

The County's final offer would make no language changes and would propose wage changes as follows(Appendix B):

1. Fourteen cents per hour across-the-board as off 7/1/85.

2. An additional five cents per hour for LPNs as of 7/1/85.

3. Shift premiums of twenty cents per hour for night shift employees.

Discussion

Language Changes

The three sections of the Agreement which are in dispute read as follows:

"Section 5.05 Job Posting: All vacancies or new positions shall be immediately posted on all bulletin boards for a period of five (5) work days, and employees may apply for positins(sic) during this period by signing the job posting. Such posting shall include: Job title, the job location, job shift, and the rate of pay. The Union agrees that employees who apply, waive their grievance rights under Section 5.07 and Article IV, as it applies to Sections 5.05 through 5.07 unless that employee also submits a written application on forms provided by the Employer at the Business Office for the position signed for. Any employee who successfully obtains a new job through the job posting mechanisms in another department may not post for another job in another department for twelve (12) months."

"Section 5.06 Selection of applicants to fill job vacancies or new positions shall be determined by the employee's skill, ability, as reflected in his personnel file, and seniority. Where all factors are equal, the employee with the greatest seniority shall be entitled to preference."

"Section 5.07 The Employer retains the right to establish necessary qualifications for all positions, and to determine whether a given employee meets the necessary qualifications. As may be applied to an individual employee, the question of that employee's qualifications shall be subject to the grievance procedure contained in Article IV of this Agreement if the employee has submitted a written application."

Taking Sections 5.05 and 5.07 together, the Union proposes the deletion of the third sentence from the former Section and that part of the last sentence beginning with "if the employee etc" of the latter Section. As the language now stands it prevents an unsuccessful job bidder from filing a grievance unless a written application was submitted. The Union argues that a waiver of the kind found in Section 5.05 is highly unusual and is not found in any other section of the Agreement. Moreover, says the Union, a look at the internal comparables shows that the majority of Columbia County's six contracts do not require a written application when the job posting is signed. The main external benchmark, Sauk County, requires only a written application; not both as Columbia County is attempting to impose. Finally the Union contends that few of Columbia County's Nursing

Home employees ever complete written applications.

The Union would also substitute the following language for that deleted in Section 5.05: "Job applicants for a classification other than that which they currently hold will complete a job application." The Union concludes that such language is a rational requirement that employees can relate to. Most job postings, however do not pertain to classification changes.

In defense of its position that no language changes are necessary the County argues first of all that the party seeking such changes shoulders the burden of proof. In this respect, contends the County, the Union has argued that changes in Section 5.05 and 5.07 are necessary because most postings are for shift changes. But, the Union has not shown that such postings have ever led to grievances. The one arbitration case cited by the Union (Union Exhibit 22), says the County, involved a grievant signing a posting for a different department. Further, the County claims that its position is also supported by the external comparable, Sauk County, which requires that to be considered an application must be completed.

In seeking to delete the existing language of Section 5.06 and substitute, "In filling job vacancies, the senior applicant will be given greatest consideration if applicants are relatively equal", the Union proposes that it is merely attempting to make the meaning of "equal" as used in the existing language more obvious and clear. The new language would not change the weight given to seniority and doesn't limit the factors to be considered.

The County responds by reiterating that there have been no arbitrations involving said Section or that using such language as "relatively equal" would have made any difference.

First of all, the Arbitrator should make clear that he subscribes to the principle that the moving party must demonstrate the need for change. The existing language is the product of compromise in which either party may have conceded on one issue in order to obtain something else it wanted more. The result may not be entirely to the Partys' liking but once the bargain is done it is theirs and they must live with it. Under the circumstances it should not be the arbitrator's role to relieve them of such obligations without good reason.

This does not mean that the dissatisfied party is forever locked in to language previously agreed to. However, it does mean that arguments for change must be valid and the evidence substantial. Thus on the one hand, language may have proven to be vague and ambiguous and a source of contention. On the other, one of the parties may not have kept its side of a bargain or may not have acted in good faith in the implementation of the bargain. One might also envision that as time passes, the economic or administrative circumstances which justified the original bargain no longer prevail.

In this regard, the Union mounts no strong case justifying the necessity of the language changes it seeks. Certainly, waiving its right to grieve as it has done in Section 5.05 is unusual both in terms of general practice and more specifically with regard to the Agreement. This suggests that the agreement to do so originally was not done unintentionally or without some consideration of its future consequence. How long the language has existed in the Agreement is not addressed. However, we have only one cited instance in which Section 5.05 was applied adversely and then unsuccessfully contested. At that, as the County points out the new language proposed by the Union would not have changed the outcome of the grievance it cites.

A review of the County's other contracts reveals a variety of practices with regard to making application for job vacancies. In its agreement with the Sheriff's Department sworn personnel the contract is silent on this issue. While not silent, language governing the nonsworn employees of the same department doesn't make explicit the application procedure. This is equally true of both the Highway Department and Social Workers' contracts. Only the contract for the Court House employees specifies that an applicant both sign the posting and submit a written application. Sauk County on the other hand requires written application and apparently employees are not considered without one.

On balance, the Arbitrator concludes that the evidence when considered in its totality does not favor the Union position on the need for change in Sections 5.05 and 5.07. The existing language is clear, the comparables are mixed and the employees retain the choice of merely signing the posting or applying in writing as they always have. There is no indication that following through with a written application to protect their right to grieve is a significant inconvenience. If, as the Union says, the employees can relate to written applications when applying outside their classifications they should be equally able to do so when applying within.

In a second language change, the Union also has proposed substitute wording for Section 5.06. Here its interest, contends the Union is to clarify the meaning of "equal'. In this instance the record is devoid of any indication that the current language is a source of contention or has been applied in a manner inconsistent with the rights of the bargaining unit employees. If there is a dispute over Section 5.06 it has not been made manifest to the Arbitrator. Under the circumstances the undersigned agrees with the County on this issue.

We come now to the last language issue, the Union's demand that Section 7.06 Bereavement Leave be expanded such that employees be entitled to three days leave in the event of the death of grandchildren. The Union argues in support of this demand that it addresses a concern of a predominant female workforce. In this regard it would be a small and infrequent cost. The County's response is that no employee of Columbia County receives three paid days of leave under such circumstances. This says the County was proven by the Union's own Exhibit 13. Further, there is also no external support through Sauk County. In that locality no employee receives more than one day and the members of two bargaining units receive none.

The Arbitrator finds the County's arguments with regard to Section 7.06 persuasive. There seems to be nothing in the comparables or the circumstances of the language itself to warrant the Union's sought after change.

Economic Issues

Three economic issues separate the Parties' positions: (1), across-the-board wage increases in which the Union demands a 17 cents hourly increase. In addition, the Union also proposes that all Step One rates except for those of LPNs would be frozen as would be those at High School Steps One and Two. The County's counteroffer is for 14 cents a-t-b; (2), under the Union's final offer LPNs would receive the general a-t-b increase plus 25 cents per hour more. The County would add 5 cents for LPNs to its a-t-b general increase; (3), shift differentials would change under the Union position to 15 cents per hour for evening shift workers and to 25 cents per hour for those on the night shift. The County would raise only the night shift differential and that to 20 cents per hour.

Union Position

With regard to the general wage increase the Union contends that "Columbia County Home can afford to pay and should pay the Union wage proposal to bring nursing home employees up to the compensation standard of other County employees and to maintain comparability with Sauk County Home." In support of this position, the Union argues first of all that the 17 cents it requests constitutes a 3.0 percent increase which is well within current changes in the cost of living. These the Union measures at 3.3 percent and says that employees would need an increase of 18.5 cents per hour just to keep up.

Second, the Union also contends that the external benchmark for Columbia County has always been Sauk County. In this respect, Sauk County pays better fringe benefits as judged by the Wisconsin Department of Health and Social Service rate review forms: .3248 per payroll dollar versus .2726 for Columbia County. This translates into a real difference of 39 cents per hour in which average hourly wages plus fringes are below those of Sauk. In addition, Sauk also pays 93 percent of the health insurance premiums for all employees working more than 50 hours per month. At Columbia County, on the other hand, only 90 percent is paid of the full time employee family premium cost. The Union points out that 79 of 127 workers are employed approximately half time with the result that not only does Columbia County pay less per premium - $137.43 versus 164.74 - but with large numbers of part-time workers the actual rate is $68.72 per month.

In this same vein, the Union calls the undersigned's attention to the award of Arbitrator Weisberger (Columbia County (Social Services) and Local 2698-A, AFSCME, AFL-CIO, MED/ARB 1502, Decision No. 19608, November 1, 1981) in which it was concluded, ". . . reliance upon a total or overall compensation approach is well justified. A comparison of wages alone without a realistic costing of other economic benefits received by employees gives an incomplete picture."

The LPN wage increase is the next point of disagreement and the Union defends its position as follows. First, it contends that if the Union's offer is implemented, LPN wages will remain below Sauk County wages; if the Employer's offer is implemented, LPN wages at Columbia County Home will be substantially below. Using as representative an LPN with two years of service in each county, the Union's proposed increase would pay LPNs $6.86 per hour, the Employer's offer would set the rate at $6.63 while Sauk would be paying $7.30 per hour. The Employer's rate, thus would put Columbia County's LPNs .67 cents below that of their sister county. Moreover, says the Union, LPNs in Columbia County also start at lower rates and will continue to do so regardless of which final offer is selected. Since LPNs working for the Employer have a range of seven steps that requires five years to reach the top while those at Sauk County have a three step range of 18 months a Columbia County LPN would not equal or surpass what is received in Sauk County until the fourth or fifth year of service under the Parties' respective final offers.

The Union makes two additional points concerning its position on LPN wages. On the one hand, it argues that the Employer's exhibits make no mention of the fact the LPNs working the night shift for Sauk County receive a differential of .75 cents per hour. On the other hand, the Union contests the County's view that LPNs, having been excluded by the Wisconsin Employment Relations Commission from the Sauk County bargaining unit should even be considered. On the contrary, argues the Union, LPNs in Columbia County are similar in licensing, educational credentials, and the administration of life support systems or life threatening medication and therefore should be compared.

The proper shift differential to be paid is the third issue. Here the Union notes that over 52 percent of the nursing assistants and 72 percent of the LPNs work shifts other than days. Thus, shift workers do as much work as those on the day shift while also bearing the burden of undesirable hours. Further, the Union charges that the County ignores the work demands of the evening shift since it proposes to increase only the night shift differential. Since only 11 nursing assistants work the night shift as opposed to 33 on the evening shift the Employer is alleged to act not out of equity considerations but rather solely to offer as little as possible.

Finally, the Union challenges the figure of 4.1 cents per hour presented by the Employer as the amount added to average hourly pay by the shift differential. The County's calculations are incorrect, argues the Union, since they include employees who are not affected by the shift differential while at the same time omitting 18 LPNs who are affected.

The Union concludes the defense of its position on the economic issues with two final points. First, the Parties through their joint stipulation to raise the contribution made by the Employer to the Wisconsin Retirement System to 6 percent discounted this issue beforehand and therefore it should not enter into evaluations of the final offers. Second, the Union also urges the Arbitrator to bear in mind that in making comparisons between Columbia and Sauk Counties different contract years are involved. Columbia is now on a July -July term while Sauk negotiates January-January. This means that the Counties must leapfrog to keep wage rates comparable.

The County's Position

In the first place the County calculates the total value of its final offer at 4.86 percent for LPNs and 4.38 percent for the remaining County Home employees. In this respect, says the County these increases greatly exceed the current cost of living of 2.5 percent (annualized rate) as measured by the North Central Nonmetro Urban Area Consumer Price Index. The County adds that this version of the CPI is more relevant for Columbia County than the National All Cities CPI cited by the Union.

Moreover, contends the County the increases it offers as cited above compare favorably to the 2.35 percent increase offered by Sauk County to its Home employees and to the 3.25 percent granted by Arbitrator Rice in his award of October 15, 1985.

The County is not prepared to accept the Union's position that the Employer's pickup of an additional one percent of WRS should be discounted. This was part of the final offers of the Parties claims the County and also is part of the total package and therefore is relevant. But, says the Employer, even without the one percent the County package is still higher than the Rice award.

In a similar manner, the County also disputes the Union's position on the cost of health insurance. Thus, the County calculates that its cost per family contract per month will increase by $29.33 per month for full-time non-LPN employees and $14.66 per month for part-time non-LPNs. This is worth 4.7 cents per month per employee and is an increase of .8 percent on the hourly wage. Viewed another way, according to the County's calculations Columbia is raising its contribution in one year from 70 percent to 90 percent of premium.

With regard to the proposed increase for LPNs, the County's general position is that it is inappropriate to weigh its offer

by virtue of any reference to the pay of Sauk County LPNs. Thus, the Employer contends that Sauk's LPNs are supervisory personnel by WERC ruling and therefore not comparable to the nonsupervisory LPNs employed by Columbia County. In this regard, states the County,

> "The statute requires that wages, hours and conditions of employment be compared with otheremployees(sic) performing similar services. The Sauk County LPN's perform services so dissimilar that they cannot be in the union with regular employees as the Columbia County LPN's [Co Ex 5 D].

However, if the LPNs were to be considered, the following points should be given weight. First, the County's LPNs have previously been paid between 72 and 96 cents per hour more than nursing assistants. The County's offer would increase the differential by five cents per hour or between five and seven percent. The Union offer would increase the historical differential by 25 cents or between 26 and 35 percent.

The County also argues (Exhibit 12) that while its offer would start LPNs 8.5 percent below those of Sauk County it would pay them the same at the top step. The Union offer also would start below (4.5 percent) but pay more (3.7 percent) at the top. "What," says the County, "is the rationale for paying employees with less responsibility three and seven-tenths (3.7) percent more than employees with greater responsibility? None was given."

The third economic issue in dispute is the shift differential. Here the County notes that its offer would raise the night shift payment to 20 cents per hour. In contrast Sauk County pays only 10 cents on the night shift and nothing on the evening shift. Columbia already pays employees 10 cents per hour bonus on this shift. There is no justification, therefore, for the Union to demand shift increases to 15 and and 25 cents for evening and night shifts respectively. Thus, concludes the County the shift differential paid in Columbia County under the Union's offer would be 250 percent higher than in Sauk.

"Does the wage structure require the higher shift differential?" No, declares the County. Under the County offer non-nursing assistant employees start four percent higher and top out 8-10 percent higher than comparable employees in Sauk. Nursing assistants would start 2.3 percent higher and finish 7.5 percent higher than their counterparts in Sauk County. The Union offer on the other hand would raise the starting wage approximately 3.8 percent above Sauk and have them top out at about 9 percent above. There is no evidence on work load and responsibilities, argues the County that would justify differentials in Columbia that would exceed those in Sauk. In like manner, there is also no evidence to support widening the shift differentials between Home employees within Columbia County.

Finally, the County challenges the Union's position that the final offers should be determined on the basis of total compensation. In the County's words, "There is insufficient evidence in the record from which to draw a total compensation comparison. When Arbitrator Weisberger made a determination in Med. Arb - 1502, No 19608, 1982] she had the benefit of the complete picture."

Discussion

It should be noted at the outset that the Parties chose to submit no evidence or testimony on the economic issues with

regard to internal criteria. Thus, despite the fact that the Employer has bargaining agreements with at least five other sets of employees evaluation of the Parties' final offers will have to rest on other statutory criteria.

Beginning with the issue of pay for the LPNs , the County has argued that it would be inappropriate - if not illegal - to compare the LPNs employed by Columbia County with those at Sauk County. After reviewing the arguments on both sides as well as the decision of the WERC in which it held that Sauk County LPNs were supervisors the Arbitrator concludes that such a comparison would in fact be questionable. While as the Union contends there may be similarities through licensing and basic educational credentials there is no way to establish an equivalency through job tasks, responsibilities and performance of the respective LPN assignments. Pertinent job descriptions are not part of the hearing record with the result that a systematic comparison can not be made. Moreover, the record also is incomplete in other respects. On the one hand, the Union notes, and this is supported by Employer's Exhibit 5D, that LPNs in Sauk Count receive a 75 cents per hour night shift differential. The Employer does not respond to this point nor do his exhibits incorporate this payment in the Sauk-Columbia LPN wage comparisons submitted into evidence. (See for example, Employer's Exhibit 12).

On the other hand, an additional obstacle to a valid comparison is the fact that the wage structures for the two sets of LPNs are also substantially different. In Columbia County, LPNs - as is true of all Home employees - are placed on a seven step structure which requires five years to reach the top payment. In contrast an LPN in Sauk County reaches the top in only three steps and that at 18 months. The result is that a mere comparison between the starting and ending pay of the two groups would be relatively meaningless. In sum, the Arbitrator concludes that the outcome of this dispute will have to be determined by issues other than those concerned with the proper pay for Columbia County LPNs.

A second point raised by the County is its contention that there is insufficient evidence in the record by which a total compensation comparison can be drawn. The Arbitrator is persuaded by this point as well. To the extent it is possible a total compensation comparison would be preferable. In this respect the undersigned agrees with Arbitrator Weisberger in her Columbia County (Social Services) award of November 1, 1982. As the Employer points out, however, the record of the instant dispute does not provide an adequate opportunity to make a total compensation comparison between Sauk and Columbia Counties. Thus, we have no comparative information on paid time off, insurance benefits, bonuses or other supplemental payments.

As a general matter, the DHSS rate review forms placed in the record by the Parties show a substantially different ratio of fringe benefits for the two counties. And in addition, as the 1986 form for Sauk County indicates, the ratios may be subject to significant change from one year to the next. It is therefore very difficult to know what the concrete makeup of these fringe benefits may be, how they are precisely costed and what value to give them in an inter-county comparison. The Parties have provided no guidance for such an exercise and therefore the Arbitrator himself shall not undertake to do so on his own.

A concrete example is the disagreement between the Parties of what weight to give negotiated changes in the health insurance and WRS packages. It is clear that depending on their eventual financial impact these items will raise the total package cost beyond the basic wage increase. For example, the County estimates that the total cost of changes in the health insurance

package will raise its monthly bill by $682.94 or about 4.7 cents per hour. Again, however, we have no basis in equivalent data from Sauk County such that a valid comparison can be made. The record as it pertains to Sauk County indicates that changes in both health insurance and the WRS contribution have been made through the Rice award and the voluntary settlement for 1986. Yet we have no way to translate this information into relevant comparative data.

For the reasons indicated above, comparisons with Sauk County will have to be limited to wages alone. In particular, the main basis for comparison will be the average of hourly wages(AHR). Both Parties to the instant dispute have made extensive use of this approach and as well it was a central benchmark for Arbitrator Rice in his Sauk County award. Therefore, in the absence of a more valid statistic AHR will be utilized herein.

In the first place, the County calculates the average of the hourly rates (AHR) for the bargaining unit (exclusive of LPNs) at $5.64 as of 11/85. This rate has existed since the last wage increase effective July 1, 1984. The County's offer of 14 cents a-t-b would raise the AHR to $5.78, an increase of 2.48 percent. The Union final offer of 17 cents per hour would raise the AHR to $5.81, an increase of 3.0 percent.

In its arguments to the undersigned the County cites Arbitrator Rice's Sauk County Home award (10/85) as providing for an 18 cents or 3.25 percent increase in the AHR at Sauk County. In particular The County points to a 4.38 percent increase it offers, contending that this is significantly in excess of that granted by Arbitrator Rice. The County, however, makes an inappropriate comparison when it does so since it is in reality comparing its total compensation offer against the wage increase awarded by Rice. That is, the County includes in its figure of 4.38 percent the amounts of 1.0 percent for WRS pickup, 0.8 percent of health insurance improvement, 0.1 percent for shift improvement and 2.48 percent for its a-t-b wage increase.

The valid comparison would be wage against wage - or AHRs in this case. If this is done the results show a 2.48 percent increase offered by Columbia County versus 3.25 percent contained in the Sauk County award. The Union's final offer of an AHR increase of 3.00 percent would be well under the Sauk award.

In addition, in December 1985, Sauk County and its union reached agreement on a new contract for 1986 which would provide an increase of 16 cents per hour - 2.8 percent over 1985. While this is less than the Union's final offer (17 cents) in the instant dispute it is closer to the Union's position than it is to the County's offer. On the other hand, the Employer's offer of 14 cents per hour would be less than either the cents per hour amount granted by Arbitrator Rice (18 cents) or that voluntarily agreed to by Sauk County (16 cents) for its 1986 contract.

Second, the Employer challenges the Union's use of the cost of living criterion, arguing that as measured by the North Central non-metro urban CPI the Union's wage increase is in excess of the current cost of living of 2.5 percent annual increase. Basing its claim on the National All Cities CPI, the Union contends that the cost of living figure relevant for the dispute is 3.3 percent and therefore its offer is lower than the cost of living would permit. The Arbitrator holds to the view that the CPI as a measure of the cost of living is most useful for indicating changes in the purchasing power of money over a given period of time. Thus, most relevant for the instant dispute would be the time period commencing with the last wage increase received (July 1, 1984) and ending with the termination date of the current contract, July 1, 1985. The CPI change for

the period would make possible the calculation of the extent to which purchasing power was lost and how much would be required to restore the previous bargain.

In terms of the question of which CPI to use the U.S. Bureau of Labor Statistics which publishes the CPI in its various versions urges that national average CPI be used pointing out that the local indexes have smaller sample sizes and are thus prone to "substantially more sampling and other measurement error than the national index."(BLS, News, August 22, 1985.) In addition, among the national indexes the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is most widely used in employment situations.

The Arbitrator finds that the change in the CPI-W from July 1984 to July 1985 is 3.8 percent. The Union's wage increase demand of 3.0 percent is well below the change in the cost of living and the Employer's offer significantly below the relevant figure.

One final point with regard to the Parties' respective a-t-b wage offers warrants comment. That is, the Union has included in its offer the proposal that excluding LPNs all step one rates and High School rates step 1 and step 2 would be frozen. The Union apparently intends that this would apply to new hires. The precise cost impact of this proposal is not clear. However, if this were implemented it would result in starting rates which will remain below those of Sauk County. In addition, it should also act to reduce the overall wage and rollup cost experienced by the County if the Union final offer were adopted.

Taken together the points considered above lead the undersigned to conclude that the Union's wage offer is the more preferable of the two.

There remains only the issue of the respective positions on the appropriate shift differential to be paid. The current contract pays a premium of 10 cents per hour for work on or after 2:30 p.m. and 15 cents for work commencing at 11:00 p.m. The County would raise the night shift premium to 20 cents leaving the evening shift rate unchanged. The Union's offer raises the evening shift to 15 cents per hour and the night shift to 25 cents. As the Employer points out Sauk County pays comparable employees no bonus on the evening shift and only 10 cents per hour premium on the night shift. Apparently this has not changed in recent contracts. The Employer argues there is no evidence to support the Union's position and the Arbitrator is inclined to agree.

Summary

The Employer contends that the outcome of this dispute should be determined by the economic issues and the Arbitrator finds no reason to disagree. In addition, the Arbitrator has also accepted the point that the Parties' dispute over the wage increase to be paid Columbia County LPNs cannot be resolved herein by reference to Sauk County LPN pay practices. We are then left with the issues of the general wage increase and the shift differential. As indicated above the Arbitrator finds the Union's offer preferable for the former and the Employer's offer preferable for the latter issue. Clearly, however, the two issues are not of equal importance. The wage increase would add from 2.48 to 3.00 percent to the Employer's labor cost while the shift differential would add about 0.6 percent. Under the circumstances, the wage issue must receive the greatest weight.

In light of the above discussion and after careful

consideration of the statutory criteria enumerated in Section 111.70(4)(cm)7 Wis Stat the undersigned concludes that the Union's final offer is to be preferred and on the basis of such finding renders the following:

AWARD

The final offer of the Union together with prior stipulations shall be incorporated into the Collective Bargaining Agreement for the period beginning July 1, 1985 and extending through June 30, 1986.

Dated at Madison, Wisconsin this 17th day of April, 1986.

Richard Ulric Miller
Mediator-Arbitrator