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BEFORE THE MEDIATOR-ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

ROSE MARIE BARON

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In the Matter of the Petition of

GENERAL TEAMSTERS, WAREHOUSE AND DAIRY EMPLOYEES,  
UNION LOCAL 200, F.D.L. (Social Service Employees)

To Initiate Mediation-Arbitration  
between Said Petitioner and

Case No. 24  
No. 35920, Med/Arb 3602  
Decision No. 23880-A

MARQUETTE COUNTY  
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APPEARANCES:

Marianne Goldstein Robbins, Esq., Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, S.C., appearing on behalf of the Union.

James R. Macy, Esq., Mulcahy & Wherry, S.C., appearing on behalf of the County.

I. BACKGROUND

On August 26, 1986, the Wisconsin Employment Relations Commission appointed the undersigned as Mediator-Arbitrator pursuant to Section 111.70(4)(cm)6.b. of the Municipal Employment Relations Act in the dispute existing between the General Teamsters, Warehouse and Dairy Employees, Local 200, F.D.L. (Social Service Employees), hereafter the "Union," and Marquette County, hereafter the "County" or the "Board." On October 30, 1986 final mediation efforts failed to resolve the issue in contention and an arbitration hearing followed on that date. Briefs were filed by both parties and exchanged on January 13, 1987. A Reply Brief was submitted by the County. Based upon a review of the evidence and arguments submitted by the parties, the following final and binding arbitration award is issued.

II. ISSUE AND FINAL OFFER

The sole issue to be decided in this matter is the appropriate wage rate for the position of Clerk-Typist in the Social Service Department. The County's final offer is to increase the hourly rate by \$.25; the Union's final offer is to increase the hourly rate by \$.50.

### III. STATUTORY CRITERIA

In determining which offer to accept, the arbitrator must give weight to the statutory criteria set forth in Section 111.70(4)(cm)7, Wis. Stats.

- 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 employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes 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 recently received by the municipal employes, 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 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 private employment.

### IV. POSITIONS OF THE PARTIES

#### A. General Teamsters Union, Local 200

The Union submits that its final offer should be selected since it is more reasonable than that of the County under the statutory requirements; Section 7.d. above is the most important factor to be considered in the present proceeding.

1. Comparable counties

The comparable communities proposed by the Union (adjacent to Marquette County) are Adams, Columbia, Green Lake, Sauk, and Waushara Counties. Of these, Adams, Green Lake, and Waushara Counties have populations similar to Marquette County. (Union Ex. 1).

2. Wage Rates for Clerks, Typists, Clerk-Typists

All five comparable communities have established wage rates in 1986 for the positions of clerk, typist, and clerk-typist which are higher than both the rate proposed by the Board and the Union. The Board's proposal of a \$.25 increase would bring the beginning rate to \$4.72 and the top of the range to \$5.55 per hour; the \$.50 increase proposed by the Union would bring the entry rate to \$4.93 and the top to \$5.80 (Union Ex. 2).

The Union relies on Outagamie County Health Center, Dec. No. 20418-A (Arbitrator Hutchinson) for the proposition that the Union's offer should be selected because it would minimize the "historical wage disparity" between the county and its comparables.

3. Overall compensation including fringe benefit package

It is appropriate to include a consideration of fringe benefits when considering compensation (Section 7.f above). A comparison of holidays, lunch hours, days of sick leave and permissible accumulation, longevity pay, and health insurance with those granted by the comparable communities lead to the conclusion that Marquette County's fringe benefit package is not significantly different from those of the comparable communities (Union Ex. 3).

4. Equity adjustment based on comparables

The bottom line is that the wage rate for the Clerk-Typist position in the Social Services Department is far below those of the comparable communities. The \$.50 per hour increase proposed by the Union will more closely approach the bottom range of the comparable positions. The Union cites Arbitrator Fleishli's decision in Lake Mills, Dec. No. 21342-A, p. 17 (1984) as support for an equity adjustment, e.g., "[T]he maximum 1983 rates for such positions were substantially in excess of that paid by the City in the case of all four cities who have positions apparently comparable according to the union's data...the 1984 wage increases negotiated to cover those positions...would increase this differential if the city's offer is adopted."

Although the Union points to changes in the duties of the position, it does not rely on those changes in its demand for additional remuneration. The Union strongly asserts that its proposal is not for a reclassification of the Clerk-Typist position. Instead the union argues that it "...seeks an additional increase for this particular position because it is out of line with the wage rates comparable for similar positions in other counties."

## 5. Cost of living and other economic factors

The Union argues, and cites arbitral authority, that increases in the cost of living and other economic factors are taken into account when the employer is compared with local communities, all of which have undergone the same or similar economic conditions. Although the County has presented evidence regarding the agricultural crisis throughout the country, the percentage of residents below the poverty level, and the small increase in the cost of living, the County has not argued that it is unable to meet the cost of the proposed settlement, i.e., a difference of \$.25 per hour for one position.

### B. Marquette County

The Board has taken the statutory criteria into account in proposing its final offer. Of these, it considers as most important (1) Comparison with wages of employees performing similar services in public employment; (2) The average consumer prices for goods and services; (3) Comparison with total compensation received by other public employees; (4) Other factors normally and traditionally considered when determining wages for public sector employees.

#### 1. Comparable counties

The Board concurs with the counties proposed by the Union, i.e., Adams, Columbia, Green Lake, Sauk, and Waushara for purposes of comparisons regarding the position of clerk-typist.

#### 2. Internal settlement patterns should be accorded greater weight than other statutory criteria

The County emphasizes the established settlement pattern for Marquette County employees, i.e., Courthouse, Law Enforcement, and Highway, all of whom voluntarily settled for the greater of 3.5% or \$.25 per hour as wage increases in 1986. Arbitral authority is cited for the proposition that internal patterns are to be controlling since that factor adds an element of predictability to the bargaining process, encourages prompt settlements and promotes equity within the employee groups. To grant a special increase to one individual would cause damage to labor relations within the County.

#### 3. The Board offer is more reasonable when compared with Clerk-Typists in comparable communities.

**Wages:** In its Exhibit 16, the Board compares the maximum increases in dollars and percentages already negotiated in the comparable counties for clerk-typist positions. These range from \$.20 or 3.3% in Sauk County for a level I position to \$.27 or 4.0% for a level II position in Waushara County. In each instance, the Board's offer of \$.25 or 4.7% is higher. The Union's demand for \$.50 or 9.4% is far in excess of the comparables and therefore, the Board's offer is the more reasonable.

**Benefits:** The totality of benefits provided to employees should also be considered when evaluating proposed wage offers. These benefits include health insurance, retirement and paid holidays. The data show that Marquette County's

contribution level for health insurance is higher than the average of the comparables and equals them in contribution of employees' share to the retirement system. The County provides benefits which are equal to, or exceed, the comparables and, therefore, the Board offer is more reasonable.

Job duties: The Board asserts that the Union has provided no evidence in regard to the actual duties performed by any clerk-typist in the comparable counties. The Union Business Agent testified that the Union does not represent the clerical employees in the comparable counties and admitted that he had not reviewed specific job descriptions for those clerical positions being compared. It is the Board's belief that duties of a clerk-typist may vary among employers and that a comparison of wages without these data is speculative. The proper comparison should utilize percentage increases and on that basis, the County's offer should be selected.

4. The Consumer Price Index (Cost of Living) supports the Board's offer

The Board introduced evidence regarding average consumer prices for goods and services, i.e., the cost of living, September 1986 CPI-U = 1.8% (Employer Ex. 3). The Board contends, therefore, that the Union's demand for a 9.4% increase is exorbitant and the Board's offer of 4.7% is the more reasonable wage offer.

5. The Board's offer is more reasonable based upon the interest and welfare of the public

The Board stresses the dire economic conditions of the farm and rural community in its argument. Evidence of farm bankruptcies, loss of homes, and decline in farm prices support the County's position in denying excessive individual wage increases, even though it has not made an inability-to-pay argument. Arbitral authority is cited regarding the need to weigh local economic conditions in determining the interest and welfare of the public.

The Board's position is that it is providing the Clerk-Typist with a competitive wage and benefit level that recognizes the "economic hardship operating in the community and surrounding rural areas as well as the businesses that are dependent on the rural economy."

6. Summary of the Board's Reply Brief

It is the position of the Board that the Union has failed to prove a relationship between the job duties of the Marquette County Clerk-Typist and the clerical positions in the comparable communities. The Union's choice of certain clerical job titles from other communities for purposes of comparison, without showing the similarity of job duties, makes true comparison impossible.

The Board believes that the Union's position regarding total compensation supports the Board's argument that Marquette County provides a total compensation benefit package that not only meets, but exceeds, those of the comparables. Thus, the Board concludes the Union has not justified its excessive 9.4% wage demand.

The Board further argues that the Union is attempting to achieve a merit increase for one individual and that in effect is pursuing a reclassification of that individual's position contrary to the agreement reached by the parties before the WERC. Since the contract does not allow for merit increases, and this is not a reclassification issue, the County's offer is more than reasonable and should be selected by the arbitrator.

## V. DISCUSSION

The parties were unable to reach agreement as to the appropriate wage rate for the position of Clerk-Typist during their mid-contract wage reopener. Complicating the matter were allegations that the Union was attempting to reclassify the position, an action the County objected to as beyond the scope of the wage reopener. A Declaratory Ruling Hearing before the Wisconsin Employment Relations Commission culminated in an agreement by the parties that no reclassification of the Clerk-Typist position was intended and that the only issue to be resolved was the amended final offer with regard to wages. That matter was the sole issue brought before the Mediator/Arbitrator on October 30, 1986 pursuant to Section 11.70(4)(cm)6, Wis. Stats.

In spite of assurances by the Union that this was not a reclassification case, evidence was introduced at the hearing which appeared to be closely related to position reclassification, e.g., changes in job duties, additional volume of work, use of a word processor, etc. A revised job description reflecting these changes, prepared by the incumbent but not yet approved by the County Personnel Committee, Union Ex.5, was admitted over the strong objection of the County (Tr. 37-40).

Before addressing the the specific arguments in this case, the Arbitrator makes the following ruling. This is a traditional interest arbitration matter and the statutory factors listed above are the sole factors to be applied to the facts of the case. No weight will be given to any testimony or documentary evidence related to the merits of the individual presently holding the position of Clerk-Typist. In addition, evidence regarding changes in job duties since the promulgation of the job description dated July 19, 1982 is held to be irrelevant in the present decision-making process.

The analysis which follows will consider the arguments of the parties regarding comparability of positions, wages, benefits, cost of living, economic factors, and other relevant matters.

### A. Internal Comparison

The County has emphasized the fact that all other Marquette County employees, including the rest of the Social Service Department, have voluntarily settled for increases ranging from 3.5% to 4.7% for 1986. Based on this factor alone, the County believes that it should prevail. The Union does not discuss the pattern of settlements within the county but relies on comparability of wages with surrounding communities. Arbitrator Haferbecker's award in Jackson County (Sheriff's Department), Dec. No. 21878 (2/85) is cited in support of the County's argument that to ignore the internal pattern would lead to bargaining

instability within the county. While this is a persuasive argument, the Arbitrator cannot rely on it to the exclusion of other factors. In fact, specific language of the Jackson County award states:

If these Sheriff's Department employees are to be granted an increase substantially larger than the pattern established by the other employee groups, then there would need to be strong evidence concerning the unique position of these employees. I do not find that the Union has established such evidence. (Emphasis added.)

Thus until a further analysis of the evidence in the instant case is conducted, the Arbitrator cannot conclude that the County's argument is the more reasonable.

#### B. External Comparables

##### 1. Comparable positions

Before proceeding to an analysis of the comparable communities, it is necessary to clarify the issue of comparable positions, i.e., job titles. In the Collective Bargaining Agreement, Article 27--Salary Schedule (Joint Ex. 1, p. 16) it is Clerk-Typist. The official job description (Union Ex. 4) gives the position title as Typist II. The Union Business Representative refers to it as Clerk-Typist II in the August 29, 1985 wage reopener proposal (Employer Ex. 1) and it is Clerk Typist in Employer Ex. 6a-b, Marquette County Bargaining Unit Position--Wage Increases. Although there is no consistency among titles and levels, there is sufficient evidence, including the official job description adopted by the County, to persuade the Arbitrator that comparisons may be made with both Level I and Level II positions in the comparable counties.

While attention to such minutia may raise some eyebrows, the Arbitrator is convinced that it is necessary to address this issue since the Board argues that comparisons with positions in comparable counties should not be done because of variations in job titles and inadequate knowledge of actual duties. Contrary to the Board position, the Arbitrator believes that it is possible to make a reasoned comparison between clerical positions, even without specific job descriptions for each one. It is a rare event when an arbitration record contains complete information on the duties and qualifications of comparable jobs, yet experience and common sense may be relied upon, particularly when the position in question is one with which we are all familiar. Cheryl Selbach, the incumbent, testified regarding her present job duties, "Basically it's typing, filing, answering the phone and receptionist duties." (Tr. 41).

Based upon the evidence and argument of the parties, the Arbitrator holds that positions in the comparable counties with the titles of Clerk, Typist, Clerk Typist, at levels I and II, shall be used as comparables with the Marquette County position described in the final offers as Clerk-Typist and in the position description (Union Ex.4) as Typist II. The Green Lake County Secretary II position is specifically excluded from the comparison because secretarial positions often require more complex and technical skills than do clerk or typist positions.

## 2. Wages

Both parties introduced evidence regarding wage rates for several clerical positions in the stipulated five comparable counties, i.e., Adams, Columbia, Green Lake, Sauk, and Waushara (Union Ex. 2, Employer Ex. 16). These data are not easily coordinated since the Union showed wage rates in dollars and cents paid in 1986 while the County showed 1986 wage increases in cents per hour and percentages. The following table is a compilation of data derived from evidence submitted by the Union (Ex. 2) and the County (Ex. 16). For Adams County, the Union listed hourly rate, entry and top wage levels. The County noted "No Position" without further explanation regarding 1986 wage increases. It is unclear if the County meant there is no Clerk Typist position in the Adams County Courthouse or if no settlement regarding wages had been reached. In any event, the Arbitrator has included, and will consider, the hourly rate for Adams County in the analysis of the comparables. Green county is excluded for the reason stated above.

WAGE RATES AND INCREMENTS  
 TYPIST, CLERK, AND CLERK TYPIST POSITIONS  
 MARQUETTE COUNTY AND COMPARABLE COMMUNITIES  
 1986

COUNTY/ DEPARTMENT	POSITION	HOURLY RATE		MAX. \$	INC. %
		ENTRY	TOP		
Adams/ Courthouse	Clerk Typist	\$6.07	\$6.55	No Position	
Columbia/ Courthouse	Clerk Typist I	5.87	6.24	\$.23	3.8
	Clerk Typist II	6.14	6.52	.23	3.7
Sauk/ Courthouse	Clerk I; Typist I	5.97	6.31	.20	3.3
	Clerk II; Typist II	6.30	6.67	.21	3.3
Waushara/ Social Service	Typist I	*5.53	6.16	No data	
	Typist II; Clerk II	*5.94	6.65	.27	4.0
Marquette/ Social Service					
County final offer	Clerk-Typist	4.72	5.55	.25	4.7
Union final offer	Clerk-Typist	4.93	5.80	.50	9.4

\*Hourly wage derived by application of the formula, monthly rate x 12 divided by 2080 hours, to Waushara County Typist I--Entry \$958, Top \$1,068 and Typist II and Clerk II--Entry \$1,030, Top \$1,152.



It is clear from a review of the figures above that the comparable communities are far ahead of Marquette County in the wages paid to their clerical workers. The County's proposed 4.7% raise, while greater than the percentages granted by the comparable counties, does not significantly improve the standing of the Clerk-Typist position in relation to the others, i.e., it continues to be the lowest paid. Indeed, even the Union's proposed 9.4% increment does not raise the status of the position vis-a-vis the other counties. The wide variance between the offers is shown by comparing entry level wage rates. The lowest paying rate for Typist I is in Waushara County at \$5.53 per hour; the Marquette County offer is \$4.72, a difference of \$.81 per hour. The highest rate, Sauk County Typist II, is \$6.30, the difference is \$1.58 per hour. Using the same counties and categories in relation to the Union offer, the Marquette County position will continue to be paid significantly less per hour, \$.60 per hour less than Waushara County and \$1.37 less than Sauk County. Neither offer brings the wage rate for Marquette County to parity with the comparables, but the Union offer at least minimizes the discrepancy.

The Arbitrator therefore concludes that the final wage offer of the Union is more reasonable.

### 3. Fringe Benefits

In addition to wage compensation, the statute directs in Section 7(f) that the factor of fringe benefits be given weight by the mediator-arbitrator. Both parties submitted data and briefed the issue of benefits provided to Marquette County employees and subjected them to comparison with the benefits granted by the five comparable counties (Employer Ex. 17, Union Ex.3). The Board position is that its contributions levels are equal to or better than the contributions provided by the comparable counties. The Union points out minor differences, such as number of holidays granted, limits of longevity pay, etc., but does not argue that the benefit level is significantly inferior to the comparables. Since there is no basic disagreement between the parties as to level of benefits, and no change in benefits has been proposed, it is not necessary for the Arbitrator to reach a conclusion as to reasonableness.

### 4. Cost of Living

Evidence submitted by the County, and not rebutted by the Union, indicates that the cost of living index for September 1986 is 1.8%. The Board offer of 4.7% more closely approaches that figure than does the Union offer of 9.4%. The Board believes that its offer, which exceeds the CPI by 2.9% is fair and that the Union has failed to show any justification for its demand which is more than five times the CPI. It is the Union's position, however, that the small increase in the cost of living nation-wide is not relevant in the instant case since it is not seeking across-the-board raises for all employees it represents. Since the increment sought is to rectify an inequity in one position, of necessity the resulting percentage will be much larger than that offered by the County. Having considered the arguments of the parties, the Arbitrator is persuaded that the Union's argument is the more reasonable one.

5. Economic conditions and the public interest

Although the County does not argue an inability to pay, it objects to the Union's demands on the basis of the public interest and welfare of the residents of rural Marquette County. There is no question that these are difficult times for the economy of rural Wisconsin; evidence, both documentary and testimonial, confirm the plight of farmers and those dependent upon the farm economy. However, as the County noted in its brief, the comparable counties are also rural and faced with similar economic problems. The Union argues that comparison to communities faced with similar economic declines automatically take those factors into consideration.

The percent of families with income below the poverty level derived from the census data (Employer Ex. 15) shows a range among the comparable counties of 6.21% for Columbia County to 10.29% for Marquette County, with Adams County at 10.0%. Median family income (Employer Ex. 14) ranks Marquette County sixty-first and , Adams county at fifty-eighth of seventy-two counties in the state. Yet the Arbitrator notes that the salaries these comparable counties pay their clerical employees surpass that of Marquette County by some 20%.

Since Marquette County has not experienced significantly different or more severe economic conditions than the surrounding communities, the Arbitrator holds that it is appropriate to measure the hourly wage rate of the Clerk-Typist position against those paid by the comparables. While the County argues that an increase of 9.4% is "just wrong," there is no evidence that the difference between the parties' offers of \$.25 per hour will have any effect on the public welfare. Therefore, the Arbitrator finds the Union's position is more reasonable.


VI. CONCLUSION

Based upon all of the discussion above regarding comparability of the final offers of the parties with regard to the wage increase for the position of Clerk-Typist, which is the sole issue under consideration herein, the Arbitrator finds that the Union's final offer is the more reasonable of the two under the statutory criteria set forth above.

VII. ARBITRATION AWARD

The Union's final offer of \$.50 per hour wage increase for the position of Clerk-Typist in the Social Service Department shall be incorporated into the parties' Collective Bargaining Agreement Salary Schedule effective January 1, 1986.

Dated this 13th day of February, 1987 at Milwaukee, Wisconsin

  
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Rose Marie Baron, Mediator-Arbitrator