

DEC 15 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSIONWISCONSIN EMPLOYMENT RELATIONS COMMISSION
BEFORE THE ARBITRATOR

In the Matter of the Mediation-	:	
Arbitration Between:	:	
	:	
CRAWFORD COUNTY	:	
	:	
and	:	OPINION AND AWARD
	:	
AFSCME, LOCAL 1308	:	
WCCMA AFL-CIO	:	Decision No. 24512-A
	:	

Case No.	44 No. 38447 Med-Arb-4327
Hearing Date	July 15, 1987
Appearances:	
For the Employer	Brennan, Steil, Ryan, Basting & Mac Dougall, S.C., Attorneys at Law, by MR. DENNIS M. WHITE
For the Union	MR. DANIEL R. PFEIFER, Staff Representative
Mediator-Arbitrator	MR. ROBERT J. MUELLER
Date of Award	December 11, 1987

BACKGROUND

The above-entitled matter came on for hearing before the undersigned who was selected as the sole arbitrator to hear the dispute from a panel furnished by the Wisconsin Employment Relations Commission. The parties were present at the hearing and were afforded full opportunity to present such evidence, testimony and arguments as they deemed relevant. Post-hearing

briefs were exchanged through the arbitrator. A Reply Brief was filed on behalf of the County. The Union filed a letter in response to the principal brief.

The arbitrator is charged in this case to issue a final and binding award pursuant to Section 111.70(4)(cm)6 and 7 of the Municipal Employment Relations Act by selecting either the total final offer of the Crawford County employees, Local 3108, WCCME, AFSCME, AFL-CIO, or the total final offer of Crawford County.

THE FINAL OFFERS OF THE PARTIES

Union Final Offer

- 1) Article 30 - Add, "Effective 2/1/87, there shall be no subcontracting if it results in lay-off or reduction of hours of bargaining unit employees".
- 2) Wages - Effective 1/1/87, an increase of 3% ATB.
Effective 7/1/87, an increase of 2% ATB.
Effective 1/1/88, an increase of 4% based on the average bargaining unit wage.
- 3) All provisions retroactive to 1/1/87, except as provided in number 1) above.
- 4) All items not addressed in the Union's Final Offer or the Stipulations to remain as in the 1985-1986 agreement between the parties.

County Final Offer

1. Wages - effective 1/1/87 - 0% ATB
- effective 1/1/88 - increase of 3% ATB
2. Revise Article XVIII as follows:

"All employees shall be covered by Workers Compensation Insurance. In the event that an employee suffers compensatory injury or illness in the course of performing his/her duties, he/she shall be paid the difference between the payment

under Workers Compensation and 85% of his/her regular pay for a period not to exceed one year or until a permanent cash settlement is made between the employee and the insurance carrier, whichever is sooner. Time paid for in this section shall not be charged to sick leave."

3. All tentative agreements reached between the parties.

4. All items not addressed in this offer shall remain the same as in the 1985-86 collective bargaining agreement.

ARGUMENTS OF THE PARTIES AND DISCUSSION

The County presented a number of exhibits and a large segment of its presentation and argument at Statutory Factor c which involved, "The interests and welfare of the public and the financial ability of the unit of government to meet the cost of any proposed settlement."

The Union also entered into evidence and arguments intended to refute the contentions alleged by the County.

Factor c - Evidence, Argument and Discussion

The County argues that of the seven other comparable counties to which the parties have generally agreed to treat as comparables, all are primarily rural in nature and all are in the southwest section of the State. Of the comparables, Crawford County ranks last in population, last in per capita adjusted gross income, and last in general property assessment values. Approximately 71% of the County revenues are derived from agricultural property. There has been a dramatic drop in property values in the last several years brought on by the farm crisis. From 1984-85, values declined by 10.72%

in the County.

In conjunction with the substantial drop in property values, the County clerk's financial report reveals a loss of \$200,000 to the County in federal revenue sharing for the year 1987, a substantial loss in interest investment, and an increase of approximately \$100,000 in liability insurance premiums. The total loss of revenues for 1987 as compared to 1986 is estimated to be approximately \$444,500. In addition, the County pointed out that delinquent property taxes have increased significantly having risen from \$569,000 in March of 1985 to \$897,000 in March of 1987.

The County argues its ability to increase taxes to offset such revenue loss is severely restricted because it has already increased its mill rate in each of the past four years. The County has the ninth highest property tax of all counties in the State. It is the third poorest county. Among the comparables, Richland County is the only county having a higher tax burden on its taxpayers. Of the comparables, Crawford County has the third highest mill rate. In addition to all such facts and circumstances, the County was required for the first time in 1987 to borrow money to meet its budget. They borrowed approximately \$150,000 at the start of the year and according to the testimony of the Chairman of the Personnel Committee, it is anticipated that another \$200,000 will be

required to be borrowed later in the year. Finally, the County pointed out that as a result of all such financial difficulties, the County has taken actions and has eliminated approximately 14 employee positions with the County for 1987. A total of six employees in this bargaining unit have been laid off or had their positions left vacant. Two of such six employees, however, have temporarily been returned to employment. The County had anticipated a savings of approximately \$140,000 in wages as a result of the layoffs, although such savings would be somewhat less than that due to unemployment compensation payments.

The County argued that the Union's proposal would cost an additional \$32,636.79 which includes longevity increases. Such amount would increase the shortfall that already exists of approximately \$444,500. The 1987 budget that was prepared by the County required a mill rate increase from 4.654 to 6.124 based on the County's final offer. The County argues that even deeper cuts would be required if the Union's final offer was accepted.

A copy of the Crawford County budget for 1987 was entered into evidence as County Exhibit No. 19. Such budget contained the actual expenditures at the various line items for 1985, the appropriated amounts at each line item for 1986, the actual 1986 expenditures from the first of the year through August 31, the estimated balance that would be spent for the balance

of 1986, and the amounts adopted as the budget for 1987.

The Union argued, based on the budget items contained in County Exhibit No. 19, that the County Board members would receive a \$20,000 per diem in 1987 for the first time. They also argue that such budget indicates a salary increase for the County Board Chairman of 11.9% from \$15,678 to \$17,551.

They further argue that the budget indicates a 3.7% increase for the County Clerk over that budgeted for 1986 whereas the increase over the amount actually expended for 1986 would be 9.2%. They argue the budget shows similar type increases for other departments ranging from 2.5% to 3.5% increases.

With respect to the liability insurance premium increase, the Union argues that while the line item entry indicates a \$100,000 increase over the previous year, the increase above the actual cost thereof from 1986 to 1987 is only \$10,000.

The Union further contends that a number of the revenues to the County are unreported. The Union stated at pages 2-3 of its brief as follows concerning the office of the Register of Deeds.

"...On page 8, the Register of deeds reported \$49,000 in fees in 1985. In 1986, the County said it expected \$20,000 in fees. In the first 8 months of the year, it took in \$30,747. At an annualized rate that will come to \$38,183 rather than the estimated \$35,000. Nevertheless, the County estimates that only \$30,000 will be received for 1987. It is probable that the County will receive almost \$10,000 more than that."

The Union further contends that the County has in its

budget the sum of \$400,000 noted as the 'current balance in the general fund and a contingency account of \$35,000 that could be utilized. They argued the County accumulated a large reserve fund during the years when land valuations were high, while in recent years the County has been utilizing some of such reserves to supplement the budget expenditures.

The Union addresses such matters in its brief as follows:

"So, the problem is, in part, a matter of perception. The County thinks that it is broke because it does not have the amount of money that it once did.

. . .

"Some of the alternates that the County could utilize to reduce tax levy, maintain solvency, keep a cushion in case of an emergency and pay the employees a fair increase are:

1. Transfer \$100,000 of the remaining \$400,000 fund balance to reduce the levy rate to 5.856.
2. A transfer of \$200,000 would reduce the rate to 5.588.
3. A transfer of \$300,000 would reduce the rate to 5.32.

"Considering that the County has another \$35,000 in contingency money and many more thousands in under-reported revenues and over-reported expenditures, such a reduction in the general fund may be warranted. In addition, the County could make use of the built in 2-3% increase in each County line item and reduce the enormous increase given to the governance function, to the detriment of line services.

. . .

"The County would have us believe that they are the only ones in the financial status that they are, but the issues of the loss of revenue sharing, the devaluation of property and the increases in the premiums of liability insurance have affected all Counties, not just Crawford County, but Crawford County is the only one that is arbitrating a wage freeze for 1987."

In its reply brief, the County contended the Union has misinterpreted the budget. Contrary to the Union's contention that the County Board members are receiving per diem expenses for the first time in the amount of \$20,000 in 1987, the County asserts that the County Board has received per diem expenses for years and that the line item amount as shown in the budget this year is simply a result of shifting those expenses from department committee expenses where they had been included in prior years, to the single line item of per diem expenses under the County Board budget for 1987. There is no increase in such expense but only a shifting of such expense from other line item places to the single line item under the County Board section of the budget.

The same procedure has been utilized with respect to the cost of fringe benefits. In prior budgets the fringe benefits were not separately set forth and assigned to each department in accordance with the cost of the fringe benefits in each of such departments. In the 1987 budget, the cost of fringe benefits was individually set forth in each department and reflected the cost of fringes of employees within

each such department.

The County also points out that the large increase in liability insurance premiums incurred during the 1986 budget each. Despite the fact that such increase had not been anticipated and sufficient funds had therefore not been budgeted for such item in the 1986 adopted budget, the County was still required to pay such premium. As a result the 1986 budgeted amount was insufficient and the County was required to allocate funds from other areas to supplement the payment of such insurance premium. There is no reason to believe that the premiums will not remain at such high level and the County has therefore been required to budget what it believes will be a sufficient amount to meet the premium payments during the 1987 budget year. The increase therefore in such budgeted line item is the difference between the 1986 budgeted amount and that required to be budgeted in the 1987 budget.

Finally, the County argues that proper fiscal planning requires that a general contingency fund be maintained. The County would be ill advised to take action and utilize such funds contrary to the advice of its auditors. Finally, the County contends there is no evidence presented indicating that the general level of such fund is inappropriate or excessive.

A review of County Exhibit No. 18, and in particular the form D Financial Report, which is a part of such exhibit,

shows that in 1986 the County utilized \$150,000 from the general fund to offset additional expenditures that occurred during the 1986 budget year. For 1987 the projections are to utilize none of such money to offset budget expenditures, with the exception of utilizing such amount of the retained general fund as is necessary to cover deficiencies.

A study of such exhibit therefore reveals that in the 1987 budget the County will have \$150,000 less to consider as revenue in its 1987 budget as derived from the general fund.

It also will receive \$200,000 less than it received in 1986 from federal revenue sharing.

Such exhibit also indicates that it is projected that the County will receive \$30,000 less in interest on investments in 1987 as compared to the amount received in 1986.

From those three items the County will then have \$380,000 less available to be applied to the 1987 budgeted expenditures that it had in 1986.

It also appears from such exhibit that the cost of property and liability insurance will be approximately \$100,000 greater in 1987 than the amount budgeted for 1986.

There is not a great deal of dispute concerning those figures. It appears clear that the County will have \$380,000 fewer dollars available to apply to the 1987 budget expenditures

as compared to having such sum available to it in 1986. Additionally, it will have an approximate \$100,000 additional expense for liability insurance over the amount that it had initially budgeted and appropriated funds for in 1986. If one totals the loss of revenue from federal revenue sharing and the reduction in revenue from interest on investments, one arrives at a total of \$230,000. County Exhibit No. 18 sets forth the actual revenues received by the County in prior budget years and also sets forth the amount anticipated for 1987. In computing the shortfall of anticipated revenue for 1987 compared to that of 1986, the County made such computation on the basis of the 1986 adopted budget versus the 1987 adopted budget. The shortfall as thus computed was \$194,500. Such exhibit reveals that such reduced figure is intended to include the loss of \$200,000 in federal revenue sharing and the reduced amount of \$30,000 from interest on investments. It therefore would appear that contrary to the Union's argument and contention that the County has understated and underestimated its anticipated revenues, that its projection of estimated revenue may in fact be generous. Such figures show that the County has not reduced its projection as to revenues anticipated as receivable during 1987 in any substantial amount in any of the revenue line items shown on the revenue section of the 1987 budget. Other than nominal reductions

shown thereon with the Register of Deeds, Sheriff fees and miscellaneous general revenue fees, there are no major areas indicating any understatement of anticipated revenues that would in any way distort the budget.

With respect to the evidence directed at the financial condition of the County, the reduced total assessed value of County properties, the increased number of unpaid taxes in the County and other financial data bearing on the County's decreased ability to raise taxes, the arbitrator is persuaded that the state of the economy and all the economic, revenue producing and expenditure obligations of the County has created a heavier burden upon the County's budget process in 1987 as compared to 1986.

Both parties have utilized and made reference to the counties of Grant, Iowa, Juneau, Lafayette, Monroe, Richland and Vernon, as comparables or ones to which reference for comparative purposes should be made with Crawford County. There is acknowledgement by both parties that such comparable counties are largely rural in nature and are all located in the same general area of Wisconsin. While the County has established a case showing substantial adverse economic impact on its ability to raise revenue and control expenditures, there is little evidence in the record to show to what extent, if any, Crawford County is more severely impacted by all such economic conditions than are those other comparable counties.

Attachment No. 1 of County Exhibit NO. 14 contains a breakdown by County of the percent of agricultural land only values change between January 1, 1984 and January 1, 1985. The average decrease in farm land values on a statewide level was 8.59%. Crawford County incurred a 10.72% decrease in agricultural land use compared to 13.03 for Vernon County, 5.66 for Monroe County, 8.65 for Juneau County, 19.01 for Richland County, 7.65 for Grant County, 2.11 for Iowa County, and 5.02 for Lafayette County. From such statistics, it appears that all of the comparable counties suffered a loss in agricultural values, some greater and some less than did Crawford County.

One cannot then find that the taxpayers of Crawford County are impacted more heavily or less heavily than taxpayers of comparable counties where they possess similar predominantly agricultural type tax base and similar economic and budgetary problems, solely on the basis of the demonstrated economic conditions and characteristics.

Compensation Comparability - Arguments of the Parties and Discussion

Internal Comparables

The County argued that this aspect of consideration should be controlling in this case. A Memorandum of Agreement entered into evidence consisting of an agreement between the Highway

Department bargaining unit and the County, provided as follows:

"Crawford County and the Crawford County Employees, Local 2769, WCCME, AFSCME, AFL-CIO hereby agree to the following terms and conditions as a settlement in relation to the 1987 wage reopener:

- 1) Wages for 1987 would remain at the 1986 levels.
- 2) Bargaining unit employees laid-off on April 10, 1987 will be reinstated to full employment status effective 4/27/87.
- 3) The parties agree that there shall be no further lay-offs for the term of the contract."

As a result of such agreement, one position from which an employee had been laid off was reinstated and retained. Such settlement, however, constituted a recognition on the part of the highway unit to the severe economic conditions in the County.

The Union argued that the Highway Department agreement should not be given consideration in this case because the Union in this case offered the same settlement to the County. The County rejected the Union's proposal to settle on the same basis as they had settled at the Highway Department.

The Union points out that the Sheriff's Department unit also contains a wage reopener for 1987. In that relationship, the parties have not reached a settlement and the Sheriff Department Union's proposal is for a 3% across-the-board wage increase effective 1-1-87 and a 2% across-the-board wage increase effective 7-1-87.

The County responded to the Union's contention that

the Highway Department settlement should not be considered because the County had rejected the Union's proposal to settle for this unit on the same basis. They had instituted six layoffs in this bargaining unit. The County had concluded in its judgment, that such layoffs were necessary as cost reductions in the 1987 budget. They therefore were not willing to agree to the same settlement as made with the Highway Department because the Highway Department agreement only resulted in the reinstatement of one laid off employee, whereas the same agreement would have resulted in the reinstatement of five laid off employees and the filling of one job from which an employee had been transferred but which had not been filled.

External Comparables

The Union argued that consideration of the comparables supported the Union's final offer as the one most justified from several viewpoints. First, they argued that the percentage increases granted similar employees at the comparable counties supports the Union's final offer as the most reasonable. They entered a number of exhibits tending to support such allegation. Union Exhibit No. 13 identifies the 1987 general wage increase based on actual cost for professional employees as follows:

PROFESSIONAL EMPLOYEES
1987 GENERAL WAGE INCREASE (ACTUAL COST)

<u>County</u>	<u>Percentage Increase</u>
Grant	2% (Employer Final Offer) 3% (Union Final Offer)
Iowa	6.0%
Juneau	Unrepresented
La Fayette	1.9% (Employer Final Offer) 1.75 (Union Final Offer)
Monroe	3.8% (1986) 3.18% (Human Services) 2.5% (Non-Union Courthouse - Wages to be review for an increase effective 7/1/87)
Richland	2.5%
Vernon	4%
Crawford	0% (Employer's 1987 Final Offer) 4% (Union's 1987 Final Offer) 3% (Employer's 1988 Final Offer) 4% (Union's 1988 Final Offer)
City of Prairie du Chien	4%

Union Exhibit No. 15 purported to represent the percentage increases granted clerical and paraprofessional employees based on actual cost for 1987 and was as follows:

CLERICAL AND PARA-PROFESSIONAL
1987 GENERAL WAGE INCREASE (ACTUAL COST)

<u>County</u>	<u>Percentage Increase</u>
Grant	Unrepresented
Iowa	2.7%
Juneau	3%
La Fayette	1.9% (Employer Final Offer) 1.75% (Union Final Offer)
Monroe	3.8% (1986 Wage Increase) 3.18% (Human Services) 2.5% (Non-Union Courthouse - Wages to be reviewed for a possible 7/1/87 increase)
Richland	Unrepresented
Vernon	4%
Crawford	0% (Employer Final Offer - 1987) 4% (Union Final Offer - 1987) 3% (Employer Final Offer - 1988) 4% (Union Final Offer - 1988)
City of Prairie du Chien	4%

The Union also presented exhibits of wage comparisons for various classifications, including Social Worker I, Social Worker II, Income Maintenance Worker, Clerk/Typists I, II and III, Secretary, and Deputy County Clerk for the various comparables. The Union utilized 1986 wage rates for all, with the exception of 1985 rates for Grant and Iowa Counties in several classifications and computed averages of the other

comparable counties in comparison to Crawford County.

Union Exhibits 7 through 12 set forth such wage comparisons utilizing the data indicated as follows:

WAGE COMPARISONS FOR SOCIAL WORKER I (1986)

<u>County</u>	<u>Yearly Rate</u>
Grant	13,624-15,787 (1985 Rate)
Iowa	Not Available
Juneau	16,273-20504
La Fayette	Not Available
Monroe	17,769-19,539
Richland	15,597-16,854
Vernon	15,952-15952
Crawford,	15,510-17,730

Source - Individual Contracts

(Union Exhibit No. 7)

WAGE COMPARISONS FOR SOCIAL WORKER II (1986)

<u>County</u>	<u>Yearly Rate</u>
Grant	15,787-17,534
Iowa	15,184-19,968 (1985 Rates)*
Juneau	17,971-22,644
La Fayette	17,846-17,846
Monroe	19,669-21,655
Richland	16,994-18,251
Vernon	16,703-20,139
Crawford	15,660-18,711

Source - Individual Contracts

*Source - Wisconsin Counties Wage & Benefit Survey

(Union Exhibit No. 8)

WAGE COMPARISONS FOR INCOME MAINTENANCE WORKER (1986)

<u>County</u>	<u>Yearly Rate</u>
Grant	11,651-12,194 (1985 Rate)*(Unrepresented)
Iowa	14,456-14,851
Juneau	13,325-16,509
La Fayette	13,478-13,478
Monroe	13,300-14,638
Richland	13,592-17,394 (Unrepresented)
Vernon	11,197-13,406
Crawford	11,504-14,039

Source - Individual Contracts

*Source - Wisconsin Counties Wage & Benefit Survey

(Union Exhibit No. 9)

WAGE COMPARISONS FOR CLERK/TYPISTS I, II & III (1986)

<u>County</u>	<u>Yearly Rate</u>
Grant	9,292-11,651 (1985 Rate)*(Unrepresented)
Iowa	12,397-14,581
Juneau	9,784-14,327
La Fayette	13,104-13,104
Monroe	10,968-13,796
Richland	Not Available
Vernon	10,029-11,471
Crawford	10,082-13,910

Source - Individual Contracts

*Source - Wisconsin Counties Wage & Benefit Survey

(Union Exhibit No. 10)

WAGE COMPARISONS FOR SECRETARY (1986)

<u>County</u>	<u>Yearly Rate</u>
Grant	10,628-12,381 (1985 Rate)*(Unrepresented)
Iowa	12,397-14,581
Juneau	10,684-15,741
La Fayette	13,478-13,728
Monroe	11,253-14,810 (1987 Rates)
Richland	12,085-15,233 (Unrepresented)
Vernon	10,446-11,730
Crawford	10,082-12,552
City of Prairie du Chien	12,584-14,498

Source - Individual Contracts

*Source - Wisconsin Counties Wage & Benefit Survey

(Union Exhibit No. 11)

WAGE COMPARISONS FOR DEPUTY COUNTY CLERK (1986)

<u>County</u>	<u>Yearly Rate</u>
Grant	14,825-14,825 (1985 Rate)*(Unrepresented)
Iowa	13,468-13850 (Deputy Treasurer)(35 hr. workweek)
Juneau	13,933-17,275
La Fayette	14,102-14,102
Monroe	15,246-16,786 (1987 Rates)
Richland	13,322-17,053 (Unrepresented)(Deputy Treasurer)
Vernon	12,282-12,282
Crawford	11,376-13,910

City of Prairie du Chien 16,869-17,389
 Source - Individual Contracts
 *Source - Wisconsin Counties Wage & Benefit Survey
 (Union Exhibit No. 12)

The Union computed averages from each of said exhibits and ranked Crawford County against the comparables, with the following results:

<u>Exhibit No.</u>	<u>Comparable Averages</u>	<u>Crawford County</u>	<u>Rank</u>
7	Minimum - \$15,843	\$15,510	5th of 6
	Maximum - 17,727	17,730	3rd of 6
8	Minimum - 17,165	15,660	7th of 8
	Maximum - 19,720	18,711	5th of 8
9	Minimum - 13,000	11,504	7th of 8
	Maximum - 14,639	14,039	5th of 8
10	Minimum - 10,929	10,082	4th of 7
	Maximum - 13,155	13,910	3rd of 7

11	Minimum -	11,694	10,082	9th of 9
	Maximum -	14,088	12,552	7th of 9
12	Minimum -	14,256	11,376	7th of 9
	Maximum -	15,445	13,910	7th of 9

The Union contends the Crawford County employees should be entitled not only to wage increase at least equal to those given in comparable counties, but should be entitled to catch-up wage increases.

The Union also contends the County's computation of the costs of the Union's proposal to the County is overstated because they have not taken into consideration the impact of the lay-offs. The Union computed the wage savings and costs of its final offer as follows;

"The wage savings are as follows:

Nelson	\$12,551.74
Baker	5,959.20
Ingle	12,551.74
Valley	15,472.66
Hannah	12,293.04
Wolcott	10,082.10
Total	\$ 68,910.48

"Therefore, to calculate the additional wage costs the above \$68,910.48 should be deducted from \$497,248.06 leaving \$428,337.58 as the new base.

The Union would calculate the cost of its Final Offer as follows:

<u>Base</u>	428,337.58
1/1/87 - 3%	12,850.13
	441,187.71
7/1/87 - 2%	8,823.75
	450,011.46
8/1/88 - 4%	18,000.46
	468,012.92

Additionally, the Union contends the County would save an additional amount of \$28,311,52 in incidental labor costs (fringe benefits) by such layoffs.

The County acknowledges that its final offer is lower than any other comparable unit except for the Lafayette County Sheriff's Department unit which froze rates for one year.

While the County's offer for 1987 is lower than the comparables, the Union's offer for 1987 is much higher than the comparables. The County stated in its brief that,

"...the Union's 1987 Final Offer is totally out of line with settlements which have been made on the higher end of the range. The Union's offer effectively raises the wage base by the end of 1987 by 5%. That proposal almost doubles the currently negotiated settlements in Richland, Grant, and Monroe counties and far exceeds the Union's Final Offer in LaFayette County. (C-24) No testimony was offered by the Union at the hearing to justify this high proposal, notwithstanding the Highway Union's settlement and recognition of the County's problems. In addition, the Union's position is even more untenable when looking at 1988 settlements. The one settlement for 1988 will be in LaFayette County, at 3%, since both the Union and LaFayette County proposed 3% in 1988 (C-24). Crawford County will match the 3% in 1988, whereas the Union asks for a 4% increase."

The County also contended that the Union's final offer would substantially raise the County's relative rankings in a number of classifications. They illustrated such contention at pages 9-10 of its brief as follows:

<u>" Crawford County Job</u>	<u>1986 Rank</u>	<u>Proposed 1987 Rank</u>
Social Worker I (1 employee)	3rd of 8	C: 3rd U: 3rd
Social Worker II (4 employees)	4th of 8	C: 4th U: 4th
Social Worker IV (1 employee)	3rd of 8	C: 4th U: 3rd
Maintenance (1 employee left)	3rd of 3	C: 3rd of 3 U: 2nd of 3
Income Maintenance & Social Service Aide II; Homemaker II (5 employees)	4th of 8	C: 4th U: 2nd
Deputy Clerks (4 employees)	5th (w/ longevity) of 8	C: 6th U: 3rd
Human Services Clerk (Clerk III) (4 employees)	2nd of 4	C: 2nd U: 2nd
Typists; Secretaries (7 employees)	5th of 9	C: 6th U: 3rd (w/ longevity)
Custodian II (1 PT employee)	Not Applicable	

"As shown in the above table of rankings, the County's proposed wage freeze for 1987 still leaves the employees with the same relative ranking in five of the eight major employment categories, with a one-step drop in the other three categories. In none of the categories would the County fall below 6th, however. The relative stability of rankings even with a wage freeze is explained by the fact that there is a considerable gap between the top-paying and lower-paying counties and Crawford County would still be in the middle of that gap. In contrast, the Union's proposal would push the County higher in ranking in four of the eight categories and would essentially put the non-professional employees in second or third place among the comparables."

The County also referred to the fact that it pays 100% of the health insurance premiums. In 1987, the monthly premiums increased \$11.42. Such increase constitutes an approximate 1% increase on the average base pay with longevity which average was \$14,421.00.

Finally, the County argues that the calendar year cost of living increase was 1.1%. The 1% increase attributable to increased payment of insurance premiums meets such CPI increase. The Union's wage proposal which effectively raises the rate by 5% when added to the 1% increase resulting from the payment of higher insurance premiums, exceeds by far any increase that may otherwise be justified by the annual increase in the Consumer Price Index.

I have found numerous irreconcilable differences between the salaries attributable to the various classifications at the various comparables which the parties have utilized in their presentation and analysis. For example, the number of hours that employees are required to work each week varies. For example, Crawford County and Vernon County operate on a 37.5 hours per week work schedule. At Richland County, employees working in Social Services appear to work 37.5 hours per week while courthouse employees work 35 hours per week. At Iowa County it appears that Social workers work 40 hours per week while others work 35 hours. per week.

All other counties appear to work 40 hours per week for all employees. Neither the County nor Union have adjusted their comparative analysis nor the rates used in the various comparables to compensate or reflect such difference in work weeks.

Another item which makes a comparative analysis extremely difficult concerns the wage progressive system in effect at each county. For example, Crawford County utilizes a beginning rate, a six-month rate which presumably is effective after serving a six-month probationary period, and a maximum rate that is reached at the end of two years of service with the County. Grant County utilizes a hiring rate, a six-month rate, a twelve-month rate, and a maximum rate after two years of service. Vernon County utilizes a beginning rate that is 4% less than a contract rate that is effective after six months of service. Monroe County uses a beginning rate, a six-month rate and a maximum rate after 18 months of service. Richland County utilizes a beginning rate, a six-month rate, an 18-month rate and a maximum rate after 24 months of service. Lafayette County uses a beginning rate and a maximum rate after completion of the probationary period. Iowa County uses a hiring rate and a maximum rate following six months of employment. Juneau County utilizes a hiring rate, a six-month rate and then annual progression

over a period of ten years to the maximum of the rate range. With such diversity of wage progression systems, it is difficult to compare employees in one jurisdiction to those in another and neither the Union nor County has sought to reflect such differences in their analysis.

Finally, I have found significant deviations that for the most part are unexplained between the salary levels presumably paid for particular classifications at particular comparables.

For example, an evaluation of the Social Worker II classification reveals that at Vernon County the Union lists the salary range for 1986 as being from \$16,703.00 to \$20,139.00. (Union Exhibit No. 8) By its revised County Exhibit No. 31, the County lists the range for Social Worker I and II which is listed together without differentiation, as having a range for 1987 of \$16,584.00 to \$17,364.00.

An examination of Union Exhibit No. 27, which consists of excerpts of the 1986-87 labor contract for Vernon County, one finds that the single listed contractual rate for Social Worker I is \$16,589.00. The corresponding rate for Social Worker II is shown to be \$17,371.00. The contract also contains a listing of employees, their classifications, and the rates apparently payable to each during the contract year 1986 and the contract year 1987. Such exhibit lists

two Social Worker II's as being paid at the rate of \$20,139.00 for calendar year 1987, while one Social Worker II is listed at the above indicated contractual rate of \$17,371.00 for the 1987 calendar year.

The rates listed on Union Exhibit No. 8 are purported to be the rates for 1986. A comparative analysis of such matters to the rates contained in the contract (Union Exhibit No. 27), indicates that the Union has utilized the single contractual rate effective 1/1/87 as the initial indicated rate of \$16,703.00, which correctly corresponds to the single contract rate for Social Worker II for 1987 but then uses the rate shown as being paid to two of the Social Worker II's for 1987 of \$20,139.00. That amount is consistent with what the contract indicates as being paid to such two employees.

The County's exhibit, however, likewise does not conform to the amounts yielded from the labor agreement. While the deviation is slight, it appears that the \$16,584.00 amount for 1984 utilized by the County, refers to the contractual rate applicable to Social Worker I employees. The higher rate indicated on the County exhibit of \$17,364.00 is slightly at variance with the contractual equivalent of \$17,371.00.

Utilizing the Social Worker II classification for analysis, considerable discrepancy is also found when examining the documentary evidence relating to Grant County. The Union indicated on its exhibit that the range for such classification for 1986 at Grant County was from \$15,787.00 to \$17,534.00. An examination of the labor contract entered into evidence which contains the 1985 rates, indicates those exact rates as being effective in 1985. The County's exhibit on the other hand, purports to list the rates that are applicable to the Social Worker II in 1987 at \$14,830.00 to \$16,931.00.

It is apparent on its face that something is wrong with respect to such figures. The County's indicated amounts would indicate that Grant County had reduced such rates at some time between 1985 and 1987. Indications of a reduction are contradicted by exhibits presented by both parties indicating that Grant County had implemented an increase of 2.4% for Social Workers and 3% for other classified employees for 1987. It is obvious that it cannot both be increased and decreased.

The same type of discrepancy is present with regard to Richland County. The Union lists the Social Worker II wage range for 1986 as being \$16,994.00 to \$18,251.00. (Union Exhibit No. 8) Union Exhibit No. 25 which is the contractual salary schedule for both 1985 and 1986, verifies

the Union's figures as being contractually correct.

The County, however, shows completely different figures for 1987 and lists such range as being from \$16,416.00 to \$17,844.00 for 1987. On its face, it is clear that such figures would indicate a reduction from 1986 to 1987 of the salary schedule. Exhibits entered into evidence by both the Union and the County, however, indicate a 2.4% to 6.0% increase as having been granted employees in Iowa County. Clearly, it is again evident that one cannot have an increase and decrease at the same time.

I have examined in detail the exhibits of both parties involving other classifications. Similar type discrepancies prevail in many of the other classifications. For example, for Income Maintenance Worker, the Union lists a wage range at Vernon County whereas the contract indicates only a single rate. The County lists a rate of \$11,460.00 as being the 1987 rate for Income Maintenance Worker. If one, however, utilizes the single contractual rate of \$11,197.00 which is the same amount as indicated as the bottom of the range by the Union, and applies the indicated 4% increase as indicated as having been granted by Vernon County to its employees for 1987, one would find that the rate for 1987 should be \$11,645.00 as opposed to the amount indicated and listed by the County.

As another example, an evaluation of the Iowa County exhibits reveals that the County has listed the rate for such classification for 1987 as being \$13,322.00. The contract entered into evidence verifies that sum. The Union, on the other hand, lists a wage range as being effective during 1986 for such classification as being \$14,456.00 to \$14,851.00. I can find no explanation of such discrepancy in the record.

Similar type discrepancies, unexplained in the record, persist in numerous other classifications. Such comparison is further made difficult by the fact that there is some dissimilarity in classifications from one jurisdiction to another.

In the final analysis, meaningful comparative analysis of classified employees in Crawford County to similar classified employees in other comparable counties, is an extremely unreliable exercise in this case. There simply are too many unexplained inconsistencies present in the record evidence to afford a reasonably consistent and sound basis upon which one could make informed judgments and reached informed conclusions.

While the parties both have indicated and referred to the same counties as comparables, it is clear that they are not comparable and cannot be utilized for comparability

purposes in this type proceeding in all respects. For example, if one does accept the wage comparison data at its face value, one finds by an examination of Union Exhibit No. 8 consisting of a wage comparison for Social Worker II based upon 1986 rate with the exception of 1985 rates shown for Iowa County, one sees that there is a spread of over \$5,000.00 between Grant County at \$17,534.00 to Juneau County at \$22,644.00. As another example, the top rate shown for Iowa County for Income Maintenance Worker is slightly less than \$2,000.00 below the top rate shown for Juneau County. When one then looks at the wage comparisons for clerk/typists I, II and III, (Union Exhibit No. 10) one finds that the top rate at Iowa County is slightly higher than the top rate shown for Juneau County.

The wide range of differences between various counties in one particular classification to a very narrow difference between the same two in another classification, raises serious questions concerning whether or not they are in fact comparable on the basis of being similar classifications to similar classifications or whether or not there are some differences within classifications that are responsible for any major deviations that clearly are shown to exist. Averages therefore are of questionable validity.

In the final analysis, I am of the judgment that the

comparative analysis based upon levels of salary are too unreliable to be afforded any significant weight and from which any supportive judgments could be made.

In my judgment, the controlling elements in this case, in the absence of persuasive comparative evidence favoring one offer over another, consist of the cost of living increase which for the calendar year 1986 was 1.1%. The County's offer of zero percent increase along with an approximate 1% increase in health insurance premiums which the County will pick up, compares more closely with the cost of living increase than does the Union's wage proposal for 1987. A second controlling consideration in this case is the fact that the County Highway Department has settled for a zero percent wage increase for 1987. In the absence of persuasive evidence of comparative inequities of comparable employees performing comparable work in other departments within the County or in other comparable jurisdictions that would favor one final offer over the other, such level of settlement with another bargaining unit within the same county is entitled to considerable weight. Finally, the average level of settlements among the comparables for 1987 appears to be relatively equidistant between the County's final offer and the Union's final offer. Such aspect of comparability therefore serves to favor neither final offer by any measurable degree over

the other. In the final analysis, on balance of all factors bearing on comparability considerations, the total record evidence requires a finding that the County's final offer is subject to the greater support in the record.

Subcontracting Issue

Article XXX of the 1985-86 labor agreement contained the following provision concerning subcontracting.

ARTICLE XXX - SUBCONTRACTING

"30.01 The Employer retains the right to subcontract all work that the County deems is in the County's best interest to so subcontract, provided, however, the Employer agrees to bargain with the Union the effect(s) of such subcontracting of work.:

The Union has proposed that effective 2-1-87 the County shall not subcontract work where such subcontracting would result in layoffs or reduction of hours of bargaining unit employees. The County has proposed to retain the current contract language.

The Union alleges that the County demonstrated an intent to contract out work by virtue of its actions with Green Thumb, a governmentally subsidized program. After the layoffs were instituted the County informed the Union that it intended to hire more Green Thumb workers to perform work that the maintenance man and janitor had previously performed. The Union informed the County of one of the provisions of the program wherein it stated, "No currently employed worker shall be displaced by any participant."

The Union argues that by virtue of the County's attempted action involving Green Thumb employees, it is clear that the County intends to contract out work that was previously performed by laid off employees and possibly subcontract out work presently being performed by current employees who may later be slated for layoff. They contend their proposal is necessary to protect the integrity of the bargaining unit and the remaining employees.

The Union points out that at the time the current Article XXX subcontracting provision was negotiated, the subject of subcontracting was a permissible subject of bargaining and the Union was only permitted to negotiate on the impact. Subsequent thereto, the rulings have changed and subcontracting is now held to be a mandatory subject of bargaining.

The County argues that the restrictions on subcontracting as proposed by the Union are the most severe of any subcontracting restrictions to be found in any other contract of the comparables. Additionally, the Union's proposal would severely limit the County's ability to cut labor costs in the event of continuing severe economic conditions. Finally, the County argues that the Union's proposal seeks to change the status quo. Under the current contract language the Union has the right to bargain with respect to the impact of any subcontracting. Finally, the County argues the Union

has not demonstrated any compelling reason for changing the current language.

Worker's Compensation Issue

Article XVIII of the 1986 labor agreement contains a provision dealing with Worker's Compensation. Such provision provides that in the event an employee suffers a compensable injury or illness, the County will pay such employee the difference between his Worker's Compensation benefits and his regular pay for the period not to exceed one year, with such pay not to be chargeable to sick leave.

The County proposes to reduce such benefit so that the County would pay 85% of the difference between Worker's Compensation benefits and what the employee pay would normally be.

The Union argues that the County is proposing a take-away from a status quo benefit that the Union already has without offering any justification for such change.

In the wake of the number of County-wide layoffs implemented by the County and the County's offer of no increase, it is clearly understandable that incoming employees would feel the possible need for attaining some contractual language giving them some additional job security. The Union's proposal is not an unusual proposal in the field of labor-management relations. Job security has, as a result

of economic downturns, become a more important aspect of collective bargaining between unions and employers in the past years. While the Union's proposed language may be somewhat more restrictive than that found in comparable county bargaining unit contracts, it is not in and of itself, unreasonable or without precedent in the field of labor-management relations. There is no doubt but what it would serve to restrict and limit to some extent the flexibility of the County to change its operations where subcontracting would be involved.

Such issue, however, simply is not of sufficient impact to dominate the final findings in this case. Neither party would be significantly harmed regardless of whether the Union's language were added to the contract or whether it were not. Such issue in and of itself is simply not of such significant importance as to override or swing the balance from one offer to the other.

With respect to the Worker's Compensation issue, similar type considerations are relevant to that issue as have been stated above with respect to the subcontracting issue. Such provision simply does not impact upon all employees each working day of the year. It is limited only to those who fall into that position of drawing Worker's Compensation benefits. The impact of such type change to such provision

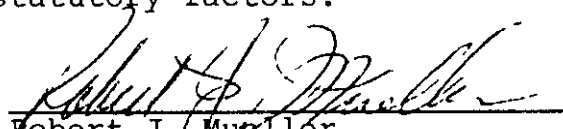
is therefore minimal. Additionally, although not verbalized in this case, the normal and most commonly advanced argument for such type proposal as made by the County is to take away any incentive that such type employee has to remain off work and draw Worker's Compensation and differential without any loss of earnings. By proposing an 85% payment, a slight incentive is built into the system for an employee to return to work as soon as physically possible. The counter argument, of course, is that such feature may cause an employee to return to work prematurely before his illness or injury has sufficiently recovered and thus render more harm to himself.

In the final analysis, however, such issue is again, similar to the subcontracting issue, not substantial enough to dominate and serve to influence the otherwise controlling considerations of the case.

On the basis of the above facts and discussion thereon, it therefore follows that the undersigned renders the following decision and

AWARD

That the final offer of the County is hereby awarded as the one most supported by the statutory factors.


Robert J. Mueller
Arbitrator

Dated at Madison, Wisconsin
this 11th day of December, 1987.