

OCT 14 1987

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In The Matter Of The Petition Of:

JACKSON COUNTY COURTHOUSE, LOCAL 2717,
WCCME, AFSCME, AFL-CIO

To Initiate Arbitration Between
Said Petitioner

Decision No. 24531-A

-and-

JACKSON COUNTY (COURTHOUSE)

Appearances: Daniel R. Pfeifer, Staff Representative, for the Union
Kathryn J. Prenn, Attorney at Law, for the Employer

Jackson County Courthouse, Local 2717, WCCME, AFSCME, AFL-CIO, hereinafter referred to as the Union, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, wherein it alleged that an impasse existed between it and Jackson County, hereinafter referred to as the Employer, in their collective bargaining. It requested the Commission to initiate arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act.

At all times material herein the Union has been and is the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all regular full-time and regular part-time county courthouse employees, excluding elected officials, supervisory, managerial, confidential, seasonal, temporary, casual and all other employees of the Employer. The Union and the Employer have been parties to a collective bargaining agreement covering wages, hours and working conditions of the employees in the unit that expired on December 31, 1986.

On September 17, 1986 the parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement and thereafter met on two occasions in an effort to reach an accord. On April 21, 1987 the Union filed the instant petition and on May 6th a member of the Commission staff conducted an investigation that reflected that the parties were deadlocked in their negotiations. By May 14, 1987 the parties had submitted their final offers to the Commission and were notified that the investigation was closed.

The Commission concluded that an impasse within the meaning of the Municipal Employment Relations Act exists between the parties with respect to negotiations leading toward a new collective bargaining agreement and it ordered that arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse between the parties. It directed the parties to select an arbitrator from a panel submitted by it. The Commission was advised on June 16, 1987 that the parties had selected Zel S. Rice II. It issued an order on June 22, 1987 appointing him as the arbitrator to issue a final and

binding award to resolve said impasse by selecting either the total final offer of the Union or the total final offer of the Employer.

The Union's final offer, attached hereto and marked Exhibit A, proposed that Article 3, Section 1 J of the collective bargaining agreement be amended to provide that the Employer could contract out for goods and services "except that such actions shall not result in the layoff of employees in the bargaining unit." It proposed that Article 12, Section 4 of the collective bargaining agreement be amended to provide that employees may apply their accumulated sick leave toward the purchase of the Employer's health insurance at the time they leave the employ of the Employer. The Union's proposal provided for a new salary schedule with seven labor grades. Each labor grade provided for a starting salary, a six month step, an 18 month step, a 24 month step, a 36 month step and a 48 month step. Employees would be placed on the wage schedule at the rate closest to their 1986 rate provided that they would not suffer a loss in wages. Employees would receive step increases each July 1st commencing with July 1, 1987 until they were appropriately placed on the wage schedule. After employees were placed on the new salary schedule they would receive an increase on January 1, 1987 of 3% or \$50.00 a month, whichever was greater, and another increase on January 1, 1988 of 3% or \$50.00 a month, whichever was greater. The Union's proposal placed each of the classifications in one of the seven labor grades. The various classifications would not all be placed in the same labor grades that they had been in under the 1986 contract.

The Employer's final offer, attached hereto and marked Exhibit C, proposed that each of the employee classifications be placed in one of seven labor grades. It proposed a new wage schedule for each of the seven labor grades with a starting salary, a six month step, a one year step, a two year step, a three year step and a four year step. The Employer's proposal provided that employees would receive a wage increase effective January 1, 1987 of 1.5% across-the-board and another increase effective July 1, 1987 of 1.5% across-the-board. On January 1, 1988 the employees would receive another increase of 1.5% across-the-board.

On June 19, 1987 the Union submitted an amended final offer, attached hereto and marked Exhibit B. It proposed that on January 1, 1987 employees in the bargaining unit receive a 1.5% increase based on the Human Services wage schedule of December 31, 1986 and effective July 1, 1987 employees would receive a 1.5% increase based on the Human Services wage schedule of June 30, 1987. On January 1, 1988 the members of the bargaining unit would receive a 1.5% increase based on the Human Services average wage as of December 31, 1987 and effective July 1, 1988 they would receive a 1.5% increase based on the Human Services average wage as of June 30, 1988. On July 2, 1987 the Employer agreed to permit the Union to amend its final offer with regard to wages with the understanding that it was amending its final offer. The Employer's amended final offer, attached hereto and marked Exhibit D, provides that on January 1, 1987 members of the bargaining unit would receive a 1.5% increase across-the-board and on July 1, 1987 they would receive another 1.5% increase across-the-board. On

January 1, 1988 members of the bargaining unit would receive an increase of 1.5% across-the-board and on July 1, 1988 they would receive another 1.5% increase across-the-board.

The Union submitted similar final offers to the Employer for its Human Services bargaining unit and the courthouse bargaining unit. In a bargaining session between the Employer and the Union with respect to the Human Services bargaining unit there was a discussion of the sick leave pay out. The Employer stated that its interpretation was the total accumulated sick leave meant the current total pay out with a limit of 35 days and ten years of service. The Union agreed that this was the meaning it had intended by the language in its final offer for the courthouse bargaining unit and in its proposal to the Employer for the Human Services bargaining unit. The final offers of the Employer and the Union had been submitted to the Commission for the courthouse unit. The Union drafted the language with respect to the sick leave pay out that was included in the Human Services bargaining unit agreement and they discussed modifying the courthouse bargaining unit final offer so that it would have the same language and meaning of the Human Services bargaining unit proposal. Both the Employer and the Union agreed that it was their intent that the language of the sick leave pay out have the same limitations that were contained in Article 12, Section 4 of the old collective bargaining agreement. Throughout the negotiations it was the position of the Union that the proposal of the courthouse bargaining unit would be the same as the proposal that it made on behalf of the Human Services bargaining unit.

During the bargaining between the Employer and the Union a unit determination question arose over whether certain employees were to be included in the courthouse bargaining unit or the Human Services bargaining unit. Eventually the issue came before the Commission and it issued a decision moving 13 employees from the courthouse bargaining unit to the Human Services bargaining unit and it also moved two non-represented employees to the Human Services bargaining unit. As a result of the negotiations between the Employer and the Human Services bargaining unit those employees who had formerly been in the courthouse bargaining unit and were moved to the Human Services bargaining unit were placed on the Human Services salary schedule and they receive the same increases that the employees in the Human Services bargaining unit received. In effect the Union proposes that employees in the courthouse bargaining unit be placed on the same salary schedule that the Human Services bargaining unit employees are on. That would place the courthouse employees in the same position as those former members of the courthouse bargaining unit who were moved to the Human Services bargaining unit by the Commission.

The Union proposes a comparable group, hereinafter referred to as Comparable Group A, consisting of nine counties that have been used in two previous arbitrations involving the Employer and its Human Services bargaining unit. They are Adams, Buffalo, Clark, Eau Claire, Juneau, La Crosse, Monroe, Trempealeau and Wood counties. All of those counties except Adams County and Buffalo County are contiguous to the Employer and all of the courthouse

employees are represented by Unions except in Buffalo County and Monroe County. Adams, Buffalo, Clark, Juneau, Monroe and Trempealeau counties were treated as the first level of comparison in the two previous arbitrations. Wood County was considered in the second level of comparison and Eau Claire and La Crosse County were in the third level of comparison.

The Employer's total property tax bill in 1986 was \$9,165,655.00. The elementary and secondary school taxes were \$5,384,784.00 and that was 58.7% of the total tax bill. The county taxes were \$1,854,921.00 and that was 20.2% of the total tax bill. Local taxes were \$1,172,423.00 and that was 12.7% of the total property tax bill. VTAE taxes were \$635,039.00 and that was 6.9% of the total tax bill. Other property taxes totaled \$118,436.00 or 1.3%. The per capita property tax in Comparable Group A for 1985 ranged from a low of \$51.00 in La Crosse County to a high of \$178.00 in Adams County. The Employer's per capita property tax was \$100.00. The effective tax rate in Comparable Group A in 1985 ranged from a low of \$17.50 per thousand in Monroe County to a high of \$22.19 per thousand in Eau Claire County. The Employer's effective tax rate was \$19.33 per thousand. Five counties in Comparable Group A had higher effective tax rates than the Employer and four counties had lower effective tax rates. The Employer had the third highest per capita property tax rate in Comparable Group A during 1985.

The Employer has enacted a one-half percent local option sales tax that it has estimated will produce \$275,000.00 during the six months for which the Employer will receive collections during 1987. The Employer received \$1.44 in state aids and credits for every dollar of property taxes it levied in 1985 and collected in 1986. Counties in Wisconsin averaged 99¢ in state aids and credits for every dollar of net property taxes levied in 1985 and collected in 1986. Jackson County levied \$7,805,000.00 in net property taxes during 1986 which was a 3.6% over the preceding year. The tax rate was \$19.33 per thousand and the average per capita property tax for the county was \$462.00. As of July 1, 1987 the increase in the urban wage earners and clerical workers consumer price index and the all urban consumers price index was 3.7% over the preceding year.

The wage rate in Comparable Group A for a deputy county clerk during 1986 ranged from a starting wage of \$5.30 per hour in Trempealeau County up to \$8.11 per hour in La Crosse County. The top wage for a deputy county clerk in 1986 in Comparable Group A ranged from a low of \$6.70 per hour in Trempealeau County to a high of \$8.56 in La Crosse County. The Employer's starting wage for a deputy county clerk was \$5.60 per hour and its top wage was \$6.86 per hour. The starting clerical wage in Comparable Group A for 1986 ranged from \$5.04 per hour in Trempealeau County up to \$6.46 per hour in Buffalo County. The top wage for a clerical employee in Comparable Group A during 1986 ranged from a low of \$6.36 per hour in Trempealeau County to a high of \$7.57 in Juneau County. The Employer's starting wage for clerical employees was \$5.18 per hour and its top wage was \$6.59 per hour. The 1987 wage increases in Comparable Group A for those counties that have reached agreement ranged from a low of 2% in Buffalo County up to a total of 5% in La Crosse County.

Several years ago the Employer went through a reorganization creating a Human Services Department. Eventually the nonprofessional personnel in the Human Services Department were organized into a bargaining unit. The unit clarification proceeding before the Commission resulted in 13 employees who had been part of the courthouse bargaining unit being included in the Human Services bargaining unit. Those 13 employees were placed on the Human Services salary schedule as a result of the agreement between the Employer and the Union for the 1987 and 1988 contract years. The thrust of the Union's proposal is to place all of the courthouse employees on a salary schedule exactly like the salary schedule for the Human Services nonprofessional bargaining unit. The Employer and the Human Services nonprofessional bargaining unit reached agreement on a sick leave pay out at retirement exactly the same as the one sought by the Union in this proceeding. The Human Services nonprofessional bargaining unit has a subcontracting provision that permits the Employer to contract out for goods and services as long as the subcontracting does not result in the layoff of any employees in the bargaining unit. That provision has been included in the Human Services bargaining unit contract for eight years and is exactly the same as the subcontracting provision sought by the Employer for the courthouse bargaining unit.

Adams County has no language with respect to subcontracting in its collective bargaining agreement with its courthouse employees. Clark County professional courthouse employees and the Clark County courthouse employees bargaining units have both reached agreements with the county on a provision that permits the Employer to subcontract but retains for the bargaining units the right to bargain the impact of any subcontracting on the employees. Eau Claire County and the joint council unions have reached an agreement that requires subcontracting to be a mandatory subject of bargaining. Juneau County has an agreement with its courthouse bargaining unit that requires the Employer to bargain the impact on the employees of any subcontracting. That provision has been in the collective bargaining agreements for approximately six years. La Crosse County has had a provision in the collective bargaining agreements with its employees that permits it to subcontract as long as the members of the bargaining unit are not given layoffs. Trempealeau County has a provision in the agreement with its courthouse employees prohibiting any subcontracting that results in a layoff of bargaining unit members. Wood County has an agreement with its courthouse and social service employees that permits the Employer to subcontract but requires it to bargain the impact of any subcontracting.

Prior to the unit clarification proceeding the Employer had a Trail Coordinator position. The Employer and the Union agreed that the Trail Coordinator position would be eliminated and a Forestry Technician would be created and placed in the bargaining unit. They agreed to bargain the labor grade. The Employer placed the Forestry Technician in Labor Grade 2. The bargaining unit contained a Forestry and Parks Aide position that was in Labor Grade 1. The Employer felt that the Forestry Technician had more responsibility than the Forestry and Parks Aide but not enough to place the position in a labor grade higher than Labor Grade 2. The job description of the position did not

require a degree and the employee that posted into the position had been a Forestry and Parks Aide. The difference between the duties of the two positions is that the Forestry Technician is required to do some timber scaling. This skill can be acquired through training or experience or on the job training. The Forestry Technician is also required to use a compass to determine property boundaries. The Employer seeks to have the position in Labor Grade 2 with a possibility of progression to the technician position from position of Forestry and Parks Aide. The Forestry Technician has no authority to make decisions and no responsibility. The Forestry committee and the Parks committee make all the decisions. The Forestry and Parks Assistant is in Labor Grade 3 and is a clerical position. Under the Employer's proposal the clerical position would be paid more than the Forestry Technician. The Forestry and Parks Assistant collects revenues and timber bids and does book work. The employee in the position handles a substantial amount of money and performs clerical work for the Forestry Technician and does typing for him but has no direct authority over him. In the absence of the Forestry and Parks Administrator the Forestry and Parks Assistant is the contact person in the office.

The Employer's proposal contains a new salary schedule. It dropped Labor Grade 1 from the 1986 salary schedule and made the Labor Grade 2 salary the salary for the 1987 Labor Grade 1. Each of the positions down to Labor Grade 5 were boosted to the next highest labor grade salary. This resulted in a 4% to 5% increase not including the across-the-board increase. The Employer's new salary schedule kept Labor Grades 6 and 7 at the same salaries except that employees in those labor grades would receive the across-the-board increase. The bargaining unit had no position in Labor Grade 6 and only one position in Labor Grade 7.

The Employer's Social Services Department was organized in 1976 and its collective bargaining agreement included a cost of living clause. In 1983 the cost of living provision was eliminated as the result of an arbitration. The Employer's courthouse bargaining unit was organized in 1981 and the employees have received the same wage increases as the Social Services bargaining unit but they were on different wage schedules. Through 1986 the Employer's nonprofessional Social Services bargaining unit only had six labor grades.

The Employer's 1986 salary cost for the courthouse bargaining unit was \$359,424.00. Health insurance, life insurance, Wisconsin retirement fund contributions and FICA contributions raised the total cost of the courthouse bargaining unit in 1986 to \$466,291.00. The Employer's proposal would result in a 1987 wage cost of \$386,732.00 which would be an increase of \$27,808.00. That would be a 7.6% increase that averaged \$1,026.00 per employee. Health insurance, life insurance, Wisconsin retirement fund contributions and FICA contributions raise the total cost of the Employer's 1987 offer to \$499,849.00. That is an increase in cost of \$33,558.00 or 7.2%. The increase in cost is \$1,261.00 per employee. The Employer's proposal would provide 1988 wages totaling \$403,722.00. That would be an increase of \$16,990.00 or 4.4% over the preceding year. The employees would receive an average increase of \$638.00.

Health insurance, life insurance, Wisconsin retirement fund contributions and FICA contributions would raise the Employer's 1988 total cost for the courthouse bargaining unit to \$521,548.00. That is an increase of \$18,263.00 or 3.6% and the increase in cost per employee would be \$687.00. The Union's proposal would have a 1987 wage cost of \$393,907.00 which is an increase of \$34,483.00 over the preceding year. That would be an increase of 9.6% and would provide an average increase per employee of \$1,296.00. Health insurance, life insurance, Wisconsin retirement fund contributions and FICA contributions would raise the total cost to \$508,398.00 for 1987. That would be an increase of \$42,107.00 or 9% and the average increase in cost per employee would be \$1,583.00. The Union's 1988 proposal would have a wage cost of \$428,869.00 which is an increase of \$34,962.00. That would be an increase of 8.9% and would provide an average increase per employee of \$1,314.00 over the preceding year. Health insurance, life insurance, Wisconsin retirement fund contributions and FICA contributions would raise the total cost of the courthouse bargaining unit to \$551,600.00. This would be an increase of \$43,202.00 or 8.5%. It would result in an increase in cost of \$1,624.00 per employee.

In the 1983 arbitration award involving the Employer and its Department of Social Services and the 1985 arbitration award involving the Employer and the Sheriff's Department the counties of Adams, Buffalo, Clark, Juneau, Monroe and Trempealeau, hereinafter referred to as Comparable Group B, were considered as the primary comparable group. All of the counties are in the west central Wisconsin area and all of them are contiguous to the Employer except Buffalo County which is only one county away. The 1985 full value tax rate in Comparable Group B ranges from the Employer's low of \$403,777,960.00 to a high of \$784,951,130.00 in Monroe County. The full value tax rates in Comparable Group B ranged from a low of \$20.61 per thousand in Monroe County to a high of \$24.74 in Trempealeau County. The Employer's full value tax rate is \$22.69 per thousand which is the third highest in Comparable Group B. The 1980 population in Comparable Group B ranged from a low of 13,457 in Adams County to a high of 35,074 in Monroe County. The Employer's population of 16,831 was the fifth highest in Comparable Group B. Buffalo County and Clark County were the only counties in Comparable Group B that had smaller increases in population between 1970 and 1980 than the Employer. Five of the seven counties in Comparable Group B have reached agreement with their courthouse employees for 1987. Buffalo County and Monroe County courthouse employees are not represented by unions. Buffalo County gave its courthouse employees a 3% increase and Monroe County gave its employees a 2 1/2% increase and further adjustments were to be made on July 1, 1987 pending a classification compensation study. Clark County, Juneau County and Trempealeau County courthouse employees are all represented by labor organizations. Clark County courthouse employees received increases of \$36.00 a month or 2.7%. Juneau County courthouse employees received 3% increases and Trempealeau County courthouse employees received increases of 28¢ per hour. None of those bargaining units have reached agreement for 1988.

In 1986 a Secretary II in Comparable Group B received a starting wage ranging from the Employer's low of \$5.39 to a high of \$6.55 in Buffalo County.

The maximum Secretary II wage in Comparable Group B that year ranged from a low of \$5.98 in Clark County to a high of \$6.88 in Juneau County. The Employer paid a maximum wage to a Secretary II of \$6.59. Clark, Juneau, Monroe and Trempealeau are the only counties in Comparable Group B that have reached agreement on 1987 wages. A Secretary II in Comparable Group B received a starting wage in 1987 ranging from a low of \$5.78 in Juneau County to a high of \$6.95 in Buffalo County. The Employer proposes a starting wage of \$5.68 in January of 1987 that would increase to \$5.77 in July and the Union proposes a starting wage of \$5.86 in January that would increase to \$5.95 in July of 1987. The maximum wage in 1987 in Comparable Group B for a Secretary II ranges from a low of \$6.63 in Clark County to a high of \$9.24 in Trempealeau County. The Employer proposes a maximum salary for a Secretary II of \$6.96 on January 1, 1987 and it would rise to \$7.07 on July 1st. The Union proposes a maximum salary of \$7.84 on January 1, 1987 and it would rise to \$7.95 on July 1, 1987. In 1986 the starting salary for the Register in Probate in Comparable Group B ranged from the Employer's low of \$6.08 per hour to a high of \$8.31 per hour in Buffalo County. The maximum salary ranged from a low of \$6.87 in Adams County to a high of \$9.05 in Monroe County and the Employer had a maximum salary of \$7.46 for the Register in Probate. Five counties in Comparable Group B have established 1987 salaries for the Register in Probate. The beginning salaries range from a low of \$6.59 per hour in Juneau County to a high of \$8.82 in Buffalo County. The Employer proposes a starting salary of \$6.42 per hour on January 1st that would rise to \$6.52 on July 1st. The Union proposes a starting salary of \$7.54 that would rise to \$7.55 on July 1, 1987. The maximum salary for the Register in Probate in those counties that have established the 1987 salary for the Register in Probate ranged from a low of \$7.55 in Clark County to a high of \$9.28 in Monroe County. The Employer proposes a maximum salary of \$7.91 on January 1st that would rise to \$8.03 on July 1st. The Union proposes a maximum salary of \$9.52 on January 1st that would rise to \$9.66 on July 1st. The 1986 beginning salaries for an Account Clerk II in Comparable Group B ranged from a low of \$4.99 an hour in Clark County to a high of \$6.21 per hour in Buffalo County. The Employer's starting salary for an Account Clerk II is \$5.18 per hour. The maximum salary for an Account Clerk II in the comparable group ranged from a low of \$6.21 per hour in Monroe County to a high of \$7.19 per hour in Juneau County. The Employer paid its Account Clerk II a maximum salary of \$6.33 per hour. The starting salary for an Account Clerk II in Comparable Group B during 1987 ranged from a low of \$5.28 in Clark County to \$6.58 in Buffalo County. The Employer proposes a starting salary of \$5.68 on January 1st that would increase to \$5.77 on July 1st. The Union proposes a starting salary of \$5.86 per hour that would increase to \$5.95 per hour on July 1st. The maximum salary for an Account Clerk II in Comparable Group B during 1987 ranges from a low of \$5.83 in Clark County to a high of \$7.41 in Juneau County. The Employer proposes a maximum salary for an Account Clerk II of \$6.96 on January 1, 1987 and it would increase to \$7.07 on July 1, 1987. The Union proposes a maximum salary of \$7.84 on January 1, 1987 and \$7.95 on July 1, 1987. The starting salary for custodians in Comparable Group B during 1986 ranged from the Employer's low of \$5.18 to a maximum of \$10.99 in Adams County. The maximum salaries ranged from the low of \$6.21 per hour in Monroe County to a high of

\$10.99 per hour in Adams County. The starting salary for custodians among those counties in Comparable Group B that have established 1987 salaries ranges from a low of \$5.79 per hour in Monroe County to a high of \$8.28 per hour in Buffalo County. The Employer proposes a starting salary of \$5.47 per hour on January 1st that would increase to \$5.55 per hour on July 1st. The Union proposes a starting salary of \$5.12 per hour on January 1st that would increase to \$5.19 per hour on July 1st. The maximum salaries for custodians in Comparable Group B during 1987 ranges from a low of \$6.37 an hour in Monroe County to a high of \$8.28 in Buffalo County. The Employer's proposal would provide a maximum salary for a custodian in 1987 of \$6.69 on January 1st and \$6.79 on July 1st. The Union's proposal would provide a maximum salary of \$6.55 per hour on January 1st and \$6.65 an hour on July 1st. The 1986 beginning salary for a legal secretary in Comparable Group B ranged from the Employer's low of \$6.08 an hour to \$9.41 per hour in Trempealeau County. The maximum salary ranged from a low of \$7.23 per hour in Clark County to \$11.61 per hour in Trempealeau County. The 1987 starting salary for a legal secretary in Comparable Group B range from a low of \$6.29 in Juneau County to a high of \$9.69 an hour in Trempealeau County. The Employer proposes a starting salary of \$6.42 an hour on January 1st and it would increase to \$6.52 on July 1st. The Union proposes a starting salary of \$7.54 on January 1st and it would increase to \$7.65 on July 1st. The maximum salary in Comparable Group B in 1987 range from a low of \$7.12 in Monroe County to a high of \$11.89 in Trempealeau County. The Employer's proposal would provide a maximum salary of \$7.91 on January 1st and \$8.03 on July 1st. The Union's proposal would provide a maximum salary of \$9.52 on January 1st and \$9.66 on July 1st. The starting salary for a deputy clerk of court in 1986 in Comparable Group B ranged from the Employer's low of \$5.60 an hour to a high of \$9.19 an hour in Trempealeau County. The maximum salary ranged from the Employer's low of \$6.86 an hour to a high of \$11.39 an hour in Trempealeau County. The 1987 starting salary of a deputy clerk of court in Comparable Group B range from a low of \$6.29 per hour in Juneau County to a high of \$9.47 in Trempealeau County. The Employer proposed a starting salary of \$5.92 on January 1st and it would increase to \$6.00 on July 1st. The Union proposes a starting salary of \$6.41 on January 1st and it would increase to \$6.51 on July 1st. The maximum salary for a deputy clerk of court in Comparable Group B during 1987 range from a low of \$6.95 in Buffalo County to a high of \$11.67 in Trempealeau County. The Employer proposes a maximum salary of \$7.26 on January 1st and \$7.36 on July 1st. The Union proposes that the maximum salary be \$8.40 an hour on January 1, 1987 and that it increase to \$8.53 per hour on July 1, 1987.

In 1986 the Employer's courthouse employees received salaries ranging from a low of \$5,387.00 to a high of \$17,597.00. The Employer's proposal would provide 1987 salaries ranging from a low of \$5,954.00 to a high of \$19,211.00. The actual dollar increases received by the members of the bargaining unit would range from a low of \$458.00 to a high of \$1,614.00 and the percentage increases received by employees would range from a low of 4.9% to a high of 11.1%. The Union's proposal would provide salaries in the bargaining unit ranging from a low of \$5,610.00 to a high of \$20,934.00. The actual dollar increases that employees would receive in 1987 under the Union's proposal would range from a

low of \$223.00 to a high of \$2,980.00. The actual dollar increases resulting from the Employer's proposal would range from a low of \$233.00 to a high of \$1,457.00 and the percentage increases would range from a low of 3% to a maximum of 9.5%. The Union's proposal would provide 1988 salaries ranging from a low of \$5,877.00 to a high of \$21,744.00. The dollar increases received by employees would range from a low of \$267.00 to a high of \$2,451.00 and the percentage increases would range from a low of 4.3% to a high of 20.2%.

All of the Employers in Comparable Group B except Monroe County pay 100% of the health insurance. Only Monroe County and the Employer pay 100% of the life insurance and Trempealeau and Clark Counties pay nothing. All of the counties in Comparable Group B pay 100% of the Wisconsin Retirement System employee contribution. Adams County employees only work 1,950 hours per year but all of the other courthouse employees in Comparable Group B work 2,080.

In 1986 the average price per CWT of milk ranged from a low of \$11.60 in July to a high of \$13.20 in November. During the first six months of 1987 the average price of milk in Wisconsin was higher than it was the first half of the preceding year. The price of corn in 1986 ranged from a low of \$1.42 per bushel in October to a high of \$2.30 in January and May. During the first six months of 1987 the price of corn ranged from a low of \$1.29 a bushel to a high of \$1.63 a bushel. In 1986 the average price of a milk cow in Wisconsin ranged from \$730.00 to \$810.00. During the first six months of 1987 the average prices ranged from \$820.00 to \$890.00. The price per CWT of steers and heifers in 1986 ranged from a low of \$46.20 in June to a high of \$53.10 in November. During the first six months of 1987 the price per CWT of steers and heifers ranged from a low of \$51.70 to a high of \$61.20 per CWT. Slaughter cow prices in 1986 ranged from a low of \$34.10 per CWT to a high of \$37.30. In the first six months of 1987 the prices ranged from \$39.20 per hundred weight to a high of \$44.30 per CWT. The price of a calf during 1986 ranged from a low of \$81.80 in August to a high of \$91.20 in June. During the first six months of 1987 the price of a calf has ranged from a low of \$90.00 to a high of \$113.00.

In 1980 the percentage of people employed in farming, forestry and fishing in Comparable Group B ranged from a low of 11% in Adams County to a high of 28.3% in Clark County. 18.2% of the Employer's population was employed in farming, forestry and fishing. In July of 1986 the President of the United States called for the elimination of some farm subsidies. The farm crisis has eliminated a number of agribusiness jobs in 1987 and low farm prices can be expected. The financial condition of Wisconsin farmers deteriorated in 1986 due to a combination of low farm commodity prices and the decline in value of farm assets such as land. The farm economy is plagued by excess productivity. The Wisconsin property tax system continues to be a source of controversy in rural areas and declining farm incomes have reduced farmers ability to pay property taxes. Declining farm land values have reduced the property tax base in farming communities.

In 1985 the urban wage earner and clerical workers consumer price index

increased by 3.6%. In 1986 it increased by .7%. At the end of the first six months of 1987 the urban wage earners and clerical workers consumer price index was increasing at the rate of 3.7%. The all urban consumers price index increased 3.8% in 1985, 1.1% in 1986 and at the end of the first six months of 1987 it was increasing at the rate of 3.7%. The Employer's wages have increased at a percentage substantially higher than the increase in the consumer price index over the past six years. Economists predict a slight growth in the economy during 1987 and consider a mild recession as a possibility. The average rate of unemployment in Comparable Group B during 1986 ranged from a low of 7.3% in Monroe County to a high of 10.3% in Buffalo County. The Employer's average rate of unemployment was 9%. In 1987 the rate of unemployment in Comparable Group B ranged from a low of 7% in Monroe County to a high of 10.7% in Clark County. The medium family income in Comparable Group B ranged from a low of \$15,270.00 in Adams County to a high of \$17,568.00 in Monroe County. The Employer's medium family income of \$15,352.00 ranked sixth in Comparable Group B. The net property taxes in Comparable Group B for 1986 ranged from a low of \$7,247,000.00 in Buffalo County to a high of \$13,744,000.00 in Monroe County. The Employer had the next to the smallest net property tax in Comparable Group B with \$7,805,000.00. Buffalo County was the only county in Comparable Group B that had a decline in net property taxes in 1986 and the increases ranged from a low of 1.1 percent in Clark County to a high of 10.2 percent in Juneau County. The Employer's net property taxes increased by 3.6 percent. The average full value tax rate in Comparable Group B in 1986 ranged from a low of \$17.51 in Monroe County to a high of \$21.06 in Trempealeau County. The Employer's 1986 full value tax rate of \$19.33 was the third highest in Comparable Group B. The average per capita property tax in Comparable Group B in 1986 ranged from a low of \$380.00 in Monroe County to a high of \$742.00 in Adams County. The Employer's average per capita property tax of \$462.00 was the fourth highest in Comparable Group B. The per capita property tax level in 1985 in Comparable Group B ranged from a low of \$72.64 in Clark County to a high of \$194.22 in Adams County. The Employer's per capita property tax levy of \$109.71 was the third highest in Comparable Group B. The 1986 property tax levies in Comparable Group B ranged from a low of \$1,402,657.00 in Buffalo County to a high of \$3,228,244.00 in Juneau County. The Employer's 1986 property tax levy of \$1,854,921.00 was next to the lowest in Comparable Group B. The 1987 property tax levy in Comparable Group B ranged from a low of \$1,508,948.00 in Buffalo County to a high of \$3,228,283.00 in Juneau County. The Employer's 1987 property tax levy of \$1,854,932.00 was the next to the lowest in Comparable Group B. Three counties in Comparable Group B had increases in the property tax levy between 1986 and 1987 in amounts ranging from 6 percent to 16 percent and one county had a decline of almost 2 percent. The Employer and two other counties had no change in the amount of the property tax levy between 1986 and 1987. The decline in the value of property in Wisconsin has pushed property taxes higher and has resulted in new sales taxes. The Employer has adopted a sales tax. It is the number one county in economic distress in the Mississippi River region. It has the second highest unemployment rate in the region. The Inland Steel Mining Company that formerly operated a pellet plant in Black River Falls shut down its operation, terminated almost 350 employees and has entered into an

agreement for the sale and liquidation of the plant. Norplex closed its plant in Black River Falls and terminated 50 employees. The severe crisis in farming is causing depression, isolation, alcoholism and abuse and a self-support group sponsored by Lutheran Social Services is offering help to farm families in the Employer's area.

The all-industries median first year wage increase negotiated in settlements during the first twenty-four weeks of 1987 was 2.1 percent or 22.9 cents an hour. The Melrose Farm Service Operates a feed mill in Jackson County and employs nine people. None of them received a wage increase in 1987. The Hart Tie and Lumber Company is a manufacturer of forest products and it employs thirty-nine employees. The hourly employees received an increase of 20 cents per hour in 1987 and the salaried employees received an increase of \$42.18 per month. In recent years it has given employees layoffs, cut salaries, frozen wages and reduced fringe benefits.

The percentage increases of employees in the Employer's Human Services Department do not reflect the increases resulting from the accretion of former members of the courthouse bargaining unit to the Human Services bargaining unit that resulted from their being placed on the Human Services bargaining unit salary schedule.

The Employer has had three collective bargaining agreements with its courthouse bargaining unit but it had the right to subcontract in all of those agreements. The agreement with the Human Services bargaining unit contains the same subcontracting language that the Union seeks for the courthouse bargaining unit. The Employer's current collective bargaining agreement with its Sheriff's Department bargaining unit gives it the right to contract out for goods and services. The Employer's sick leave payout provision with the courthouse bargaining unit agreement has been exactly the same since 1983 and it was the same as the Human Services bargaining unit sick leave payout provision in 1985 and 1986. The 1986-87 Human Services bargaining unit sick leave payout provision is exactly like the one proposed by the Union for this bargaining unit. The Sheriff's Department bargaining unit contracts in 1986 and 1987 had sick leave payout provisions similar to those the Employer had with the Human Services Department bargaining unit and the courthouse employees bargaining unit prior to 1987.

The City of Black River Falls is the largest municipality within the Employer's boundaries. None of its employees are represented by labor organizations. In 1987 its clerical employees and street employees each received increases of 25¢ per hour. The Employer gave its law enforcement employees 1987 increases of 1.5% on January 1st and another 1.5% on July 1st. The Human Services employees received 1.5% increases on January 1st of 1987 and another 1.5% on July 1, 1987. In 1988 the employees in the Human Services bargaining unit will receive an increase representing 1.5% of the average wage of the bargaining unit as of December 31, 1986 and on July 1, 1988 they will receive 1.5% of the average wage of the Human Services bargaining unit as of June 30,

1988. The Employer's professional courthouse employees are not represented by Unions and they received across-the-board increases of \$400.00 in 1987 which was about a 2% increase.

UNION'S POSITION

The Union argues that the Employer has presented no information as to its budget and financial condition. It contends that there is no evidence that the Employer does not have the ability to pay the Union's final offer. The Union contends that five of the nine counties in Comparable Group A have higher effective tax rates than the Employer and it has instituted a county sales tax that will generate an annual income of \$550,000.00. The Union points out that there was no increase in the Employer's 1987 tax levy while the state wide increase was 7.6%. It asserts that the Employer received \$1.44 in state aids and credits per dollar of net property taxes paid while the state average of aids and credits received is 99¢ out of each dollar of taxes paid. The Union argues that the Employer has an average effective full value tax rate of \$19.33 and that is less than the state average of \$22.31. Its average per capita property tax of \$465.00 is lower than the \$574.00 state wide average. The Union points out that five of the six counties in Comparable Group B have a greater percentage of rural population than the Employer. The Union argues that it is merely proposing for the employees in the courthouse bargaining unit the same wage schedule that exists for the employees in the Human Services bargaining unit. The Employer would retain the previous wage schedule for the courthouse unit and delete the starting rate and increase the top rate by 1%. It contends that this would generate an increase of approximately 4% to 5%. The Union points out that the average starting wage in Comparable Group B for a deputy county clerk is \$6.65 per hour and the Employer only pays \$5.60 per hour. The average maximum wage in Comparable Group B for the deputy county clerk is \$7.77 which should be compared to the \$6.59 maximum that the Employer pays. The average starting rate for clerical positions in Comparable Group B is \$5.32 which should be compared to the Employer's \$5.18 starting wage for clerical positions. The average maximum clerical wage in Comparable Group B is \$7.43 and the Employer pays \$6.59 maximum. The Union argues that 13 positions previously included in the courthouse bargaining unit are now included in the Human Services bargaining unit because of the unit clarification decision of the Wisconsin Employment Relations Commission and all of those employees have been placed on the Human Services bargaining unit salary schedule. It seeks that same treatment for the remaining members of the courthouse bargaining unit who remain in that bargaining unit. It asserts that the duties of the former members of the courthouse bargaining unit that have been included in the Human Services bargaining unit have not changed to any great degree since they were moved to the new bargaining unit and it would be unfair to pay the employees in the courthouse bargaining unit less than employees in the Human Services bargaining unit who are performing the same services. The Union points out that the proposals of both the Employer and the Union provide catch-up pay for all employees who were in the courthouse bargaining unit but the Employer only proposes to provide catch-up pay to those who remain in the courthouse bargaining unit

during 1987. The Union argues that the job duties of the Forestry Technician are such that the position should be paid more than the Forestry and Parks Assistant which is a clerical position. The Union contends that its proposal to convert sick leave to health insurance upon retirement is the same as the Employer agreed to give its Human Services bargaining unit. It asserts that it is only seeking a benefit that has been provided to the Human Services bargaining unit and a benefit that the former members of the courthouse bargaining unit that were accreted to the Human Services bargaining unit will receive simply because of the accretion. It points out that this benefit has no cost to the Employer because it merely converts an existing cash benefit into the purchase of health insurance.

EMPLOYER'S POSITION

The Employer argues that the six counties of Adams, Buffalo, Clark, Juneau, Monroe and Trempealeau County, hereinafter referred to as Comparable Group B, should be the comparable pool because it has been utilized in two Jackson County arbitration awards. It points out that the six counties were selected as the most comparable because they were similar in population, equalized value, tax rates and bargaining unit size. It asserts that in the absence of a compelling reason for using different comparables the parties are better served by using the same comparables that were used in other arbitration proceedings because it provides some stability and consistency in the collective bargaining relationships. The Employer asserts that its proposal improves the ranking in the comparable group of all but two positions while the Union's offer would make the Employer a wage leader in one year. It argues that its offer provides wages closer to the average comparable wage rates in Comparable Group B. The Employer takes the position that the settlement pattern in Comparable Group B supports its final offer which exceeds all of the comparable settlements for 1987. It points out that there is not a settlement pattern for 1988 but asserts that its proposal of a 4.4% increase will exceed settlements that will be reached by counties in the comparable group for 1988. The Employer argues that its proposal for 1987 will provide 96% of its employees an increase of at least 6.4% and some will receive increases of as much as 13.8%. The Employer contends that the Union's proposal would give one employee a 22.6% increase and others would receive increases ranging from 5.8% up to 15.9%. It asserts that its proposal would provide 57% of its employees a 3% wage increase in 1988 and the other 43% of the employees would receive increases ranging from 3.1% to 8.5%. The Employer contrasts the Union's proposal which provides for 1988 increases ranging from 4.8% up to 20.2% for 96% of the employees. It asserts that the Forestry Technician should be placed in Labor Grade 2 because it allows for adequate progression within the department. The Forestry Technician has more responsibilities than the Forestry and Parks Aide and fewer than the Forestry and Parks Assistant. It contends that the Union's proposal would place the Forestry Technician in a grade above the Forestry and Parks Assistant who is the person who keeps the office running when the administrator is absent. It points out that the Union's proposal would result in the Forestry and Parks Assistant having a lower pay grade than the Forestry Technician position that he/she

supervises. The Employer asserts that the fringe benefits received by its employees are better than many of their comparables and rank at the top when compared with benefits received by employees in the comparable group. It contends that its proposal was consistent with the internal pattern established by its settlement with other bargaining units. The Employer points out that it has made an offer that exceeds the settlements with its other employees and represents a giant step toward the elimination of any inequities that exist. It contends that its proposal provides better increases to the bargaining unit than private sector employees in its area received. The Employer argues that the decline in farm prices has been substantial and there is little reason to expect a major upturn in the farm economy. It points out that the economic outlook for the region is not good and it has suffered a high level of economic distress for many years. The current county unemployment average is 10%. 4% of the families located in the county have no one working. The Employer takes the position that its taxpayers cannot expect to realize profits and increases in their own standard of living that even come close to matching its offer to its employees. It contends that a comparison between the cost of the parties proposals and the individual increases offered to the courthouse employees with the cost of living indicates that the Employer's offer is reasonable. The percentage increase resulting from the Employer's proposal is several times the increase in the rate of inflation during that same period. The Employer points out that from 1981 to 1987 the wage increases given by the Employer to its employees exceeded the overall increase in the Consumer Price Index. The Employer argues that under its final offer each employee's salary will exceed the increase in the rate of inflation without taking into account the increases in the employees health, life insurance and retirement benefits. It asserts that no legitimate problem exists requiring the changes in contractual language proposed by the Union. The Employer contends that internal consistency supports rejection of the proposed language changes.

DISCUSSION

Both the Employer and the Union agree that the six counties in Comparable Group B should be considered as comparables. The Union asserts the three additional counties of Eau Claire, La Crosse and Wood should also be included in the comparable group. While the counties of Wood, Eau Claire and La Crosse are in the same geographical area they are all substantially larger than the Employer and each of them includes a large community that has major industries. In that respect it is different from the Employer and the other counties in Comparable Group B. The population, tax rates and medium income of the Employer fit comfortably into the pattern in Comparable Group B while those same factors suggest that the Employer is substantially different than Eau Claire, Wood and La Crosse counties. Accordingly the arbitrator will rely primarily on the comparable group consisting of the six counties included in Comparable Group B.

The Employer's proposal would provide a percentage increase of 7.6% in 1987 and 4.4% in 1988. Each employee would receive an average increase of \$1,026.00 in 1987 and \$638.00 in 1988. The Union's proposal would provide an average

increase of 9.6% in 1987 and 8.9% in 1988. The average increase per employee would be \$1,296.00 in 1987 and \$1,314.00 in 1988. The Employer's proposal would provide a total compensation increase of 7.2% in 1987 and 3.6% in 1988. The Union's proposal would provide a 9% increase in total compensation in 1987 and an 8.5% increase in 1988. The average increase in total compensation per employee resulting from the Employer's proposal would be \$1,261.00 in 1987 and \$687.00 in 1988. The Union's proposal would provide an average increase in total compensation per employee of \$1,583.00 in 1987 and \$1,624.00 in 1988. In 1986 a Secretary II ranked third in the comparable group. The Employer's proposal would maintain that ranking while the Union's proposal would raise the rank to number two. The Register in Probate ranked fourth in the comparable group in 1986. The Employer's proposal would reduce that rank to fifth in Comparable Group B while the Union's proposal would increase it to first. The Account Clerk II ranked fourth in Comparable Group B in 1986. The Employer's proposal would raise that rank to second and the Union's proposal would raise it to first. The Custodian ranked last in Comparable Group B in 1986 and both the Employer's and the Union's proposal would raise that rank to fifth. The Legal Secretary ranked fourth in Comparable Group B in 1986 and the proposals of the Employer and the Union would raise that rank to second. The Deputy Clerk of Court ranked next to the bottom in Comparable Group B in 1986. The Employer's proposal would raise that ranking to fifth and the Union's proposal would raise it to second. The Employer's offer improves its rank at every position but the Secretary II and the Register in Probate. The Secretary II would maintain its rank under the Employer's proposal and the Register in Probate would be very close to the average salary for the position in Comparable Group B. The Union's proposal would make the Employer a wage leader in Comparable Group B in the course of one year. The Employer's current ranking was the result of years of collective bargaining. The Employer has lagged behind the rest of Comparable Group B in salaries for the most of the positions, but its proposal improves its rank at all but two of the positions and provides increases well above the averages received by employees doing similar work in the comparable group. The salaries it provides are closer to the average comparable wages in Comparable Group B than the Union's proposal. The Employer's proposal provides 1987 rates for a Secretary II just 18¢ below the average in Comparable Group B while the Union's proposal would be 70¢ above the average. The Register in Probate would receive a wage just 34¢ below the average in Comparable Group B in 1987 while the Union's proposal would provide the position with a wage \$1.29 above the average. The Account Clerk II would receive a salary 28¢ above the average in Comparable Group B while the Union's proposal would put the position at \$1.16 above the average. The Employer's proposal would provide a salary for the Custodian that is 75¢ below the average in Comparable Group B while the Union's proposal would provide that position with a salary 89¢ below the average hourly rate. The Employer's proposal would provide the Legal Secretary with a salary 56¢ below the average in Comparable Group A while the Union's proposal would provide a salary \$1.07 per hour above the average. The Employer's proposal would provide the Deputy Clerk of Court with a salary \$1.05 per hour below the average while the Union's proposal would be 12¢ higher than the average. For every position but the Deputy Clerk of Court the Employer's proposal provides a

1987 average maximum rate much closer to the average maximum rate in Comparable Group B than the Union's proposal does. The Employer's offer improves the rank of the Deputy Clerk of Court salary in Comparable Group B.

Five of the six counties in Comparable Group B have reached agreement on salary increases for 1987. The increases range from a low of 2.5% in Monroe County to a high of 3% in Buffalo and Juneau County. These should be compared with the Employer's proposal of a 1987 increase of 7.6% and the Union's proposal of a 9.6% increase. It is obvious from this analysis that the Employer's proposed increases exceed all of the increases resulting from settlements in Comparable Group B for 1987 and more than doubles the average percentage increase. None of the counties in Comparable Group B have reached agreement on 1988 salaries and there is no established pattern for that year. The Employer's proposal of a 4.4% increase seems to be in line with the pattern of increase in the rate of inflation and the Union's proposal of an 8.9% increase is far above any increase that might be expected. The 1987 settlement pattern in Comparable Group B and the increase in the cost of living would seem to indicate that the Employer's proposal for 1988 will compare favorably with any pattern that may be established through negotiations by other employees doing similar work in the comparable group.

The Employer's proposal would provide each of the employees in the bargaining unit 1987 salary increases ranging from 4.9% to 13.8%. 4% of the employees would receive 4.9% increases while 96% of the employees would receive higher increases up to a maximum of 13.8%. The Union's proposal would provide bargaining unit employees increases in 1987 ranging from a low of 4.1% to a high of 22.6%. 18% of the employees would receive the lowest percentage increase of 4.1% while 82% of the employees would receive increases up to 22.6%. In 1988 the Employer's proposal would provide employees with increases ranging from a low of 3% to a high of 8.5%. 57% of the employees would receive 3% increases in 1988 while 43% would receive increases ranging up to 8.5%. The Union's proposal would provide 1988 increases ranging from a low of 4.3% to a high of 20.2%. 4% of the employees would receive the lowest percentage increase of 4.3% while 96% of the employees would receive increases ranging up to a high of 20.2%. Under the Employer's proposal 96% of the employees will receive an increase in 1987 ranging from 6.4% up to 13.8%. The Union's proposal would provide one employee with a 22.6% increase in 1987 and the other employees would receive increases between 5.8% and 15.9%. The Union's offer results in a smaller increase than the Employer's for the low paying custodian position. In 1988 the Employer's proposal would provide 57% of the employees with a 3% increase and the other 43% would receive an increase between 3.1% and 8.5%. The Union's proposal would provide an increase of between 4.8% and 20.2% to 96% of the employees. The Employer's proposal provides increases to its employees for 1987 that are well above the average increases, both percentagewise and dollarwise received by employees in Comparable Group B who perform similar work. The final offers of both the Employer and the Union provide for across the board increases of 1.5% on January 1 of each year and another 1.5% on July 1 of each year. Those proposals are very close to the pattern of increases in Comparable Group A for 1987.

Both proposals provide a substantial amount of catch-up pay to the bargaining unit. The employees in this bargaining unit did receive wages in 1986 that were substantially lower than the salaries received by employees doing similar work in Comparable Group B. The Employer's proposal provides a substantial amount of catch-up pay and the average dollar increase for each employee in 1987 of \$1,026.00 is well above the average dollar increase given to employees doing similar work in the other counties in Comparable Group B. The average dollar increase of \$638.00 for 1988 will be at least as high as the average dollar increases received by employees doing similar work in the other counties in Comparable Group B for 1988 and may provide some catch-up pay in that year. The Union's proposal of a \$1,296.00 average increase per employee in 1987 and a \$1,314.00 average increase per employee in 1988 provides two major increases that are substantially larger than the Employer should be expected to pay at this time. Obviously some catch-up pay was in order because both the Employer and the Union have made proposals that provide for it, but two major jumps in a two year period as proposed by the Union is more than it has a right to expect at a time when the economic conditions of the Employer's tax payers are rather fragile at best.

The fringe benefits paid by the Employer are better than those of many of the counties in Comparable Group A. Only the Employer and one other county in Comparable Group A pay 100% of the family premium. Only the Employer and one other county in Comparable Group A pay 100% of the life insurance premium. The Employer's courthouse employees receive benefits that rank high when compared with those received by employee's in Comparable Group B. That fact support the Employer's position that its overall proposal meets the statutory criteria for determining a reasonable and proper increase.

In 1987 the City of Black River Falls, which is located within the Employer's boundaries, gave its clerical and street employees increases of 25 cents an hour. That settlement reflects the type of increase that public employees in the Employer's general area could expect to receive in the current economic conditions. The Employer gave its law enforcement employees an increase of 1.5% on January 1, 1987 and another increase of 1.5% on July 1, 1987. Its Human Services bargaining unit employees received similar increases in both 1987 and 1988. The professional employees in the courthouse received 1987 increases of \$400.00 across the board which was less than 2%. The Employer's proposal of wage increases with a cost of 7.6% in 1987 and 4.4% in 1988 seems very high in view of the internal pattern. It does recognize the need to address internal wage inequities and has made a proposal that exceeds the settlements with its other employees. While it may not have remedied all of the inequities that exist between employees in this bargaining unit and those in at least one of its bargaining units, the Employer's proposal does represent a giant step toward the resolution of those inequities. Private sector settlements in the Employer's general area support its final offer. Melrose Farm Services had a wage freeze for the past sixteen months. Hart Tie and Lumber Company had to lay off employees, cut salaries, freeze wages and reduce fringe benefits in the early 1980's and in 1987 it has given employees a 20 cent per

hour increase. It only contributes \$60.00 a month toward health insurance for its employees and makes no contribution toward life insurance or retirement. Obviously the Employer's proposal to the courthouse employees is substantially higher than the increases given to the two major private sector employers in the area.

Jackson County is one of the more depressed areas in the region that includes the Employer. It has received the same battering that all communities dependent upon agriculture have received as a result in the decline in farm prices. Two of the major industrial employers in the area, Norplex and Inland Steel Mining Company, have discontinued operations in recent years and almost 400 employees were terminated. The rate of unemployment in the area has remained substantially higher than in the rest of the state. Declining land values have reduced the Employer's property tax base. Most of the Employer's tax payers cannot expect to receive increases in wages or profits that will even come close to matching the increases proposed by the Employer. Those factors indicate that the interest and welfare of the public would best be served by the Employer's proposal.

There is an issue between the parties about the proper labor grade for the new Forestry Technician position. The Employer believes the appropriate placement is in Labor Grade 2 and the Union contends that Labor Grade 4 is appropriate. The Forestry and Parks Aide was a position in the Employer's labor force prior to the creation of the Forestry Technician position and it was in Labor Grade 1. The logical progression of a Forestry and Parks Aide would be advancement to Forestry Technician and then to Forestry and Parks Assistant which is in Labor Grade 3. The placement of the Forestry Technician in Labor Grade 2 would seem logical in view of the line of progression. The Forestry Technician has more responsibilities than the Forestry and Parks Aide but fewer than the Forestry and Parks Assistant. The Union's proposal would place the Forestry Technician in a labor grade higher than the Forestry and Parks Assistant who is primarily responsible for the operation of the department in the absence of its administrator. Placement of the Forestry Technician in Labor Grade 2 seems consistent with the responsibility and the duties of that position when they are compared with the responsibilities and duties of the Forestry and Parks Aide and the Forestry Assistant.

The Union proposes to change the language in the collective bargaining agreement with respect to subcontracting. Currently the agreement provides that the Employer has the right to contract out for goods and services. The Union proposes to change that language by prohibiting the Employer from subcontracting if it results in the lay off of employees in the bargaining unit. The Employer proposes to continue the language as it has been in the past. The language in the collective bargaining agreement covering the Deputy Sheriffs gives the Employer the unfettered right to contract out for goods and services without the new restriction proposed by the Union. The language in the collective bargaining agreement between the Employer and the Human Services bargaining unit contains the same restriction that the Union proposes and prohibits the Employer

from subcontracting if it will result in the lay off of employees in the bargaining unit. Most of the counties in the comparable group have language giving the Employer the right to subcontract but a number of them require the Employer to bargain the impact of any layoffs resulting from subcontracting. Trempealeau County and La Crosse County have language in their agreements with their courthouse employees that prohibits subcontracting by the Employer if it results in the layoff of employees. Both the internal and external comparables are split on the question of subcontracting. The Employer cannot subcontract if it results in the layoff of Human Service employees but it can subcontract even though it might result in the layoff of employees in the Sheriff's Department. The possibility of subcontracting work in the Sheriff's Department that would result in the layoff of any of its employees is remote. Most of the other counties in Comparable Group A permit subcontracting even though it would result in the layoff of employees but some of them require the employer to bargain the impact of any subcontracting. Generally arbitrators are reluctant to change contractual language unless there is a legitimate problem that requires contractual attention and the proposal under consideration is designed to effectively address that problem. In this particular case, there is no evidence of threat by the Employer to subcontract out any of the work of the courthouse bargaining unit and lay off employees, although that is always a possibility. The arbitrator is reluctant to change the language when both the internal and external comparables are split on the issue. This reluctance is particularly strong in the absence of any proposal on the part of the Employer to contract out and any real justification for prohibiting it.

The Union proposes that the employees be allowed to convert part of their accumulated sick leave toward the purchase of the Employer's health insurance upon retirement. Its proposal is modeled after the provision in the Employer's contract with the Human Services bargaining unit. The Employer indicates that it has some misunderstanding as to the real meaning of the Union's proposal but the evidence indicates that there was agreement upon its meaning prior to the submission of the final offers. The proposal has no financial impact upon the Employer because it simply gives the employees the option of converting an existing cash benefit into the purchase of the Employer's health insurance. The Employer's agreement with its Sheriff's Department bargaining unit has a provision for the payout of sick leave but it does not permit the conversion of the cash benefit into the purchase of the Employer's health insurance. The Employer's basic argument against the proposal is that the implementation of the sick leave language proposed by the Union would give the employees a benefit that they have not had in the past. The arbitrator finds the Employer's position to be somewhat ridiculous. It has agreed to the same language with the Human Services bargaining unit and it has presented no valid reason for denying it to the Union. There are obvious benefits to members of the bargaining unit in having the accrued sick leave converted into the purchase of the Employer's health insurance program upon retirement because it provides them with a tax free benefit without any financial impact upon the Employer. The internal comparability is split down the middle with the Human Services agreement favoring the Union's position and the Sheriff's Department bargaining unit favoring the

Employer's position. Under the circumstances, the arbitrator is satisfied that both the Employer and the Union would best be served by giving the members of the courthouse bargaining unit the same right to convert accrued sick leave upon retirement that it has given to members of the Human Services bargaining unit.

The Union argues that the Employer has presented no information as to its budget and financial condition that would indicate that it does not have the ability to pay the Union's final offer. In the absence of such evidence, the arbitrator is satisfied that the Employer does have the ability to pay the Union's final offer. The Employer has presented evidence that it is a depressed area that has a substantial amount of unemployment and has been impacted severely by the decline in the farm economy. In the face of those conditions, it has made a proposal that provides increases to all of its employees that far exceed the pattern of increases established by the internal and external comparables. It has made a proposal that provides a substantial amount of catch-up pay for most of the employees in 1987 and provides a 1988 increase that will equal or exceed what might be expected to be the pattern of settlements for that year. In view of the depressed economy of the area resulting from the high unemployment and low farm prices, the arbitrator is satisfied that it would be contrary to the interests and welfare of the public to provide even more catch-up pay than the Employer has already proposed. The Union points to the fact that the Employer has enacted a sales tax that should produce a substantial amount of additional revenue for it. However, the reason for the adoption of the sales tax by the Employer was to ease the burden of the property tax. Utilizing those new revenues to provide an even greater amount of catch-up pay to the Employer's courthouse bargaining unit would negate the effort that the Employer has made to lessen the property tax burden.

The Union argues that it is merely proposing for the employees in the courthouse bargaining unit the same wage schedule that exists for employees in the Human Services bargaining unit. It points out that thirteen positions that were previously included in the courthouse bargaining unit are now included in the Human Services bargaining unit because of the unit clarification decision of the Wisconsin Employment Relations Commission and all of those employees have been placed on the Human Services bargaining unit salary schedule. It seeks the same treatment for the remaining members of the courthouse bargaining unit who were not transferred. The duties of the former members of the courthouse bargaining unit who have been accreted to the Human Services bargaining unit have not changed to any great degree since their move to the new bargaining unit. Yet they have been placed on the Human Services bargaining unit pay schedule and thus have received substantial increases in addition to increases of 1.5% on January 1, 1987 and 1.5% on July 1, 1987. It is difficult to understand why the Employer would provide those thirteen employees larger increases than it proposes for those employees who remain in the courthouse bargaining unit. The Employer has not even attempted to justify its reason for upgrading the salaries of those thirteen employees by a substantially larger amount than it upgraded the salaries of those employees who remained in the courthouse bargaining unit.

It has justified the salary increases that it has offered to the courthouse bargaining unit. Its wage offer improves the rank among the comparable group at four positions and maintains the rank at one position and is closer to the comparable dollar average in the other position. The settlement pattern in Comparable Group B for 1987 is less than half of the Employer's proposal for a 7.6% increase. Its proposal exceeds its internal settlement pattern and the private sector settlements and municipal settlements in the Employer's area. The arbitrator is satisfied that a 7.6% increase for 1987 and a 4.4% increase for 1988 are substantial increases that are much larger than the increases received by comparable employees performing comparable work in the area. The Employer's salaries for its courthouse employees have lagged behind those paid to other employees performing similar work in the area. Its proposal for 1987 and 1988 provides a substantial amount of catch-up pay to those employees, even though it is less than the amount received by those former members of the courthouse bargaining unit who were accreted to the Human Services bargaining unit. The interest and welfare of the public do not support an increase of 9.6% in 1987 and 8.9% in 1988 at a time when and in an area where there is substantial unemployment and a declining farm economy. It therefore follows from the above facts and discussion thereon that the undersigned renders the following:

AWARD

After full consideration of the criteria set forth in the Statutes and after careful and extensive examination of the exhibits and briefs of the parties, the arbitrator finds that the Employer's final offer more closely adheres to the Statutory criteria than that of the Union and directs that the Employer's proposal, as amended, contained in the Exhibits C and D be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 12th day of October, 1987.



Zel S. Rice II, Arbitrator

Exhibit A

RECEIVED

MAY 14 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Name of Case: Jackson County (Courthouse)
#55 No. 38689 ARB - 4399

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me. Further, we (do) (do not) authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

May 6, 1987
(Date)

Paul R. B. [Signature]
(Representative)

On Behalf of: Jackson County Courthouse, Local 2717,
WCCME, AFSCME, AFL-CIO

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MAY 14 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

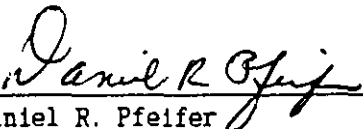
Jackson County Courthouse, Local 2717, WCCME, AFSCME, AFL-CIO

Union's Final Offer

- 1) Article 3, Section 1, Subsection J - Add - ", except that such actions shall not result in the lay-off of employees in the bargaining unit".
- 2) Article 12, Section 4 - Add "Employees may apply their total accumulated sick leave towards the purchase of the County's health insurance at the time they leave the employ of the County".
- 3) Wages - See a modified Exhibit A.
1/1/87 - An increase of 3% or \$50/month, whichever is greater.
1/1/88 - An increase of 3% or \$50/month, whichever is greater.
- 4) All provisions retroactive to 1/1/87, unless specified otherwise.
- 5) All items not addressed in the Union's Final Offer or the Stipulations to remain as in the 1985-1986 agreement between the parties.

Dated this 13th day of May, 1987.

On Behalf of Local 2717:



Daniel R. Pfeifer
District Representative

RECEIVED

MAY 14 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

EXHIBIT A
MONTHLY WAGE

| GRADE | START | 6 MO. | 18 MO. | 24 MO. | 36 MO. | 48 MO. |
|-------|-------|-------|--------|--------|--------|--------|
| 1 | 874 | 914 | 988 | 1028 | 1065 | 1119 |
| 2 | 1001 | 1056 | 1171 | 1228 | 1285 | 1338 |
| 3 | 1095 | 1151 | 1265 | 1323 | 1379 | 1434 |
| 4 | 1191 | 1248 | 1361 | 1420 | 1475 | 1529 |
| 5 | 1288 | 1344 | 1457 | 1516 | 1569 | 1626 |
| 6 | 1391 | 1446 | 1561 | 1619 | 1675 | 1731 |
| 7 | 1638 | 1685 | 1761 | 1817 | 1877 | 1931 |

1) Employees shall be placed on the wage schedule at the rate closest to their 1986 rate, provided that employees do not suffer a loss in wages. Employees shall receive a step increase each July 1, commencing with July 1, 1987 until they are appropriately placed on the wage schedule.

2) After employees are placed on the above schedule, the wage increases cited in number 3 shall be effectuated.

RECEIVED

MAY 14 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

EXHIBIT A
CLASSIFICATIONS

| <u>GRADE</u> | <u>POSITION TITLES</u> |
|--------------|--|
| 1 | Judgement Clerk/Court Aide I Switchboard Operator Custodian Account Clerk I Secretary I Forestry and Parks Aide |
| 2 | Account Clerk II Secretary II Traffic Clerk Judgement Clerk/Court Aide II |
| 3 | Account Clerk Supervisor Deputy Clerk of Courts Deputy County Clerk Deputy Register of Deeds Deputy Treasurer Forestry & Parks Assistant Tax Lister Veteran's Service Assistant |
| 4 | Forestry Technician |
| 5 | Computer Systems Operator Register in Probate/Probate Registrar Legal Secretary |
| 7 | County Conservationist |



Exhibit B

ROBERT W. LYONS
EXECUTIVE DIRECTOR

Wisconsin Council 40

AFSCME, AFL-CIO

5 ODANA COURT

MADISON, WISCONSIN 53719

608/274-9100

June 19, 1987

Ms. Mary Marco, Personnel Director
Jackson County Courthouse
Black River Falls, WI. 54615

Re: Courthouse Negotiations

Dear Mary,

Please note, that because of the Human Services tentative agreement, the Courthouse Union desires to amend its Final Offer.

It has consistently been the Union's position that it desired to have the same wage schedule as the Human Services Union.

In order to achieve this, the second year's wages must be based on the average wage of Human Services. The Courthouse Union desires to amend its wages offer as follows:

Effective 1/1/87 - A 1½% increase based on the Human Services wage schedule of 12/31/86.

Effective 7/1/87 - A 1½% increase based on the Human Services wage schedule of 6/30/87.

Effective 1/1/88 - A 1½% increase based on the Human Services average wage as of 12/31/87.

Effective 7/1/88 - A 1½% increase based on the Human Services average wage as of 6/30/88.

Please reply as to the County's position.

Sincerely,

Daniel R. Pfeifer
Staff Representative

cc: Geri Zlesak, Zel Rice

PLEASE REPLY TO
DANIEL R. PFEIFER
STAFF REPRESENTATIVE
ROUTE 1
SPARTA, WI 54656

(608) 269 4345

RECEIVED

MAY 12 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Exhibit C

Name of Case: Jackson County (Courthouse)
#55 No. 38689 ARB - 4399

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me. Further, we (do) (do not) authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

May 8, 1987
(Date)

Mary Marco, Personnel Coordinator
(Representative)

On Behalf of: Jackson County - Employer

Jackson County Courthouse Bargaining Unit - Local 2717 AFSCME, AFL-CIO

Jackson County's Final Offer

1. Classifications - See Attached "Exhibit A"
2. Wage Schedule - See Attached "Exhibit A"
 - 1987 - Wage Increase effective 1/1/87 1½% ATB and 1½% ATB 7/1/87
 - 1988 - Wage Increase effective 1/1/88 1½% ATB
3. All provisions not addressed in the County's final offer to remain as found in the 1985-1986 collective bargaining agreement between the parties.

EXHIBIT A
CLASSIFICATIONS

RECEIVED

MAY 18 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

| <u>GRADE</u> | <u>POSITION TITLES</u> |
|--------------|--|
| 1 | Judgment Clerk/Court Aide I Custodian Forestry and Parks Aide |
| 2 | Account Clerk Secretary Traffic Clerk Judgment Clerk/Court Aide II Forestry Technician Secretary/Switchboard Operator |
| 3 | Account Clerk Supervisor Deputy Clerk of Courts Deputy County Clerk Deputy Register of Deeds Deputy Treasurer Forestry and Parks Assistant Tax Lister Veterans Services Assistant |
| 5 | Computer Systems Operator Register in Probate/Probate Registrar Legal Secretary |
| 7 | County Conservationist |

EXHIBIT A

1986 Wage Rates

| | | <u>START</u> | <u>6 MOS.</u> | <u>1 YEAR</u> | <u>2 YEARS</u> | <u>3 YEARS</u> | <u>4 YEARS</u> |
|---------|---|--------------|---------------|---------------|----------------|----------------|----------------|
| Grade 1 | A | 11211 | 11648 | 12126 | 12646 | 13166 | 13707 |
| | M | 934 | 971 | 1011 | 1054 | 1097 | 1142 |
| | H | 5.39 | 5.60 | 5.83 | 6.08 | 6.33 | 6.59 |
| Grade 2 | A | 11648 | 12126 | 12646 | 13166 | 13707 | 14269 |
| | M | 971 | 1011 | 1054 | 1097 | 1142 | 1189 |
| | H | 5.60 | 5.83 | 6.08 | 6.33 | 6.59 | 6.86 |
| Grade 3 | A | 12126 | 12646 | 13166 | 13707 | 14269 | 14872 |
| | M | 1011 | 1054 | 1097 | 1142 | 1189 | 1239 |
| | H | 5.83 | 6.08 | 6.33 | 6.59 | 6.86 | 7.15 |
| Grade 4 | A | 12646 | 13166 | 13707 | 14269 | 14872 | 15517 |
| | M | 1054 | 1097 | 1142 | 1189 | 1239 | 1293 |
| | H | 6.08 | 6.33 | 6.59 | 6.86 | 7.15 | 7.46 |
| Grade 5 | A | 13166 | 13707 | 14269 | 14872 | 15517 | 16215 |
| | M | 1097 | 1142 | 1189 | 1239 | 1293 | 1351 |
| | H | 6.33 | 6.59 | 6.86 | 7.15 | 7.46 | 7.80 |
| Grade 6 | A | 16182 | 16890 | 17597 | 18387 | 19178 | 20051 |
| | M | 1349 | 1407 | 1466 | 1532 | 1598 | 1671 |
| | H | 7.78 | 8.12 | 8.46 | 8.84 | 9.22 | 9.64 |
| Grade 7 | A | 17597 | 18387 | 19178 | 20051 | 20946 | 21861 |
| | M | 1466 | 1532 | 1598 | 1671 | 1745 | 1822 |
| | H | 8.46 | 8.84 | 9.22 | 9.64 | 10.07 | 10.51 |

A. - 1 Employees who receive wages above their grade shall receive an increase of:

1987 - 1½% (1/1/87) 1½% (7/1/87)

1988 - 1½% (1/1/88)

YM YM



Exhibit D

Jackson County
WISCONSIN

PERSONNEL OFFICE
COURTHOUSE, BLACK RIVER FALLS
54615
(715) 284-7441, Ext. 216

July 2, 1987

Daniel R. Pfeifer, Staff Representative
AFSCME, AFL-CIO
Route 1
Sparta, WI 54656

RE: Courthouse Contract Negotiations

Dear Dan:

Jackson County is agreeable to permit the Courthouse Union to amend it's Final Offer in regards to wages, with the understanding that Jackson County also intends to amend its Final Wage Offer.

As of 7/2/87 the Jackson County Bargaining Committee has proposed to amend it's Final Wage Offer to:

| | | | |
|--------|---------|--------|---------|
| 1/1/87 | 1½% ATB | 7/1/87 | 1½% ATB |
| 1/1/88 | 1½% ATB | 7/1/88 | 1½% ATB |

If there are any questions feel free to contact my office.

Sincerely,

Mary Marco
Personnel Coordinator

MM/dldg

cc: Kathy Prenn
Zel Rice ✓
Verne Brown
Geri Zlesak