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STATE OF WISCONSIN

FEB 07 1989

BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In The Matter Of The Petition Of

**BROWN COUNTY LIBRARY PAGES,  
LOCAL 1901G, AFSCME, AFL-CIO**

Daniel Nielsen, Arbitrator  
Decision No. 25660-A  
Date of Appointment: 9/19/88  
Date of Hearing: 10/26/88  
Date of Award: 1/29/89

To Initiate Arbitration Between  
Said Petitioner and

**BROWN COUNTY (LIBRARY)**

Appearances:

Wisconsin Council #40, AFSCME, AFL-CIO, 2785 Whippoorwill Drive, Green Bay, WI 54301, by **Mr. James W. Miller**, Staff Representative, appearing on behalf of Local 1901G.

**Mr. John C. Jacques**, Deputy Corporation Counsel, and **Mr. Gerald Lang**, Personnel Director, Northern Building, 305 East Walnut Street, Green Bay, WI 54301.

**ARBITRATION AWARD**

The undersigned was selected as arbitrator of a dispute between the Brown County Library Pages, Local 1901G, AFSCME, AFL-CIO (hereinafter referred to as the Union) and Brown County (hereinafter referred to as the County or the Employer). The dispute concerns the contents of an initial collective bargaining agreement between the parties for a unit consisting of "all regular full-time and regular part-time pages employed by the Brown County Library System, excluding supervisory, managerial and confidential employees".

On October 27, 1988, a meeting was held at the central library in Green Bay, Wisconsin. The parties agreed to participate in mediation efforts, which proved unsuccessful. A hearing was held immediately thereafter, at which time the parties were given full opportunity to present such testimony, exhibits, other evidence and arguments as were relevant. Post-hearing

briefs were submitted, which were exchanged through the undersigned on November 19, 1988, whereupon the record was closed.<sup>1</sup>

Now, having considered the evidence, the arguments of the parties, the statutory criteria contained in Section 111.70, Wis. Stats., and the record as a whole, the undersigned issues the following Arbitration Award.

### **I. The Statutory Criteria**

This dispute is governed by the provisions of Section 111.70, Wis. Stats. Although each of the following statutory criteria is not discussed to the same extent, each has been considered in arriving at this Award. The statutory criteria for fashioning an arbitration award are set forth in Section 111.70(4)(cm)7:

"7. Factors considered. In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator shall give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. The stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities.
- f. Comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees in private employment in the same community and in comparable communities.

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<sup>1</sup> The parties graciously agreed to grant a brief extension of time for the issuance of this Award.

g. The average consumer prices for goods and services, commonly known as the cost-of-living.

h. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

i. Changes in the foregoing circumstances during the pendency of the arbitration proceedings.

j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, factfinding, arbitration or otherwise between the parties, in the public service or in private employment."

## **II. Background**

The County is a municipality providing general governmental services to the people in the area of Green Bay, Wisconsin. Among these services is the operation of a county library system. The library system employs a variety of non-supervisory employees in professional, para-professional and page classifications. The professional employees of the library were organized into a bargaining unit represented by AFSCME in 1978. The para-professionals were likewise organized by AFSCME, in 1979.

The 43 pages are all part-time employees, working at the minimum wage of \$3.35 per hour, and receiving no paid fringe benefits. In April of 1987, AFSCME was selected as the exclusive bargaining agent for page employees in an election conducted by the WERC. Thereafter, the parties met on six occasions to bargain over the contents of an initial labor agreement. An impasse was reached in bargaining, and an investigator from the WERC determined that negotiations were deadlocked on February 24, 1988. The parties exchanged final offers, and Arbitration was ordered on September 6, 1988. Mediation by the Arbitrator was unsuccessful, and an arbitration hearing was conducted on October 27, 1988.

## **III. The Final Offers**

The final offers of the parties are appended hereto as Appendix "A" (Union offer) and Appendix "B" (County offer). The following issues are in dispute:

**A. Wages.** The County proposes a wage schedule as follows:

	Start	6 Months	36 Months
"April 2, 1987	\$3.35	\$3.45	\$3.55
1/1/88	\$3.35	\$3.55	\$3.65"

Beginning January 1, 1988, the County would propose to pay up to \$40.00 per month towards the employee's share of the Wisconsin Retirement System for non-probationary employees.

The Union proposes to increase the current \$3.35 per hour by:

"April 1, 1987	20 cents per hour across the board
July 1, 1987	15 cents per hour across the board
January 1, 1988	20 cents per hour across the board
July 1, 1988	20 cents per hour across the board"

The Union further proposes that the County pay the employee's share of the cost of WRS participation, up to a maximum of 6% of the highest rate of pay in dollar amounts.

The Union would have employees receive the higher rate of pay when working in a higher rated classification, or as a temporary supervisor.

The Union proposes longevity payments for unit employees, in the amount of \$10 per month beginning in the eighth year of employment, increasing to \$20 per month in the twelfth year, and \$30 per month in the sixteenth year.

**B. Work Day - Work Week.** The County proposes to retain discretion to set the work day and work week, and to switch employees from one schedule to another as the needs of the library dictate.

The Union proposes to continue the current work schedule, unless changed by mutual agreement. Employees working after 5:00 p.m. would receive a 20¢ per hour night shift differential.

**C. Grievance Procedure.** The County proposes to define grievances as matters involving the interpretation, application or enforcement of the agreement. The Union would extend the procedure to any grievance or misunderstanding between the employer and employees.

**D. Fringe Benefits.** The County does not propose any fringe benefits for these employees, outside of WRS payments as referenced above, overtime for hours in excess of 7.5 per day and 37.5 per week, and eligibility for unpaid leaves of absence. The Union proposes the following fringe benefits:

Paid Holidays  
Paid Time-Off for Bereavement  
Insurance Eligibility While on Leave (at employee expense)  
No Loss of Compensation While on Workers' Compensation  
Paid Sick Leave  
Paid Vacation  
Employer Paid Health Insurance (Full payment for the single plan; 95% payment for the family plan. Pro-rata contributions for part-time employees).  
Employer Paid Dental Insurance (Full payment for the single plan; 95% payment for the single plan. Pro-rata contributions for part-time employees.)  
Employer Paid Life Insurance (\$10,000 benefit, with employees contributing \$1.00 per month to the premium. Pro-rata contribution for part-time employees.

**E. Maintenance of Benefits.** The Union proposes language to insure continuation of existing benefits not specifically mentioned in the Agreement but which are mandatory topics of bargaining. The Union would also insure replacement of personal effects lost as a result of job duties, employer payment of \$25 per year for a physical examination of employees, provision to employees of all evaluations, and bargaining on mandatory topics put in issue by special circumstances. The County's proposal does not contain any such provisions.

#### **IV. The Positions of the Parties**

##### **A. The Position of the Union**

The Union takes the position that its offer is the most reasonable and should be selected. Addressing first the issues relating to fringe benefits, the Union notes that the language in its final offer is identical to that of all other AFSCME contracts with the County, including two others in the Library itself. The language is identical in these agreements, notwithstanding the fact that some are the result of substantially longer periods of bargaining than others. The parties have traditionally maintained a pattern of identical language and benefits between bargaining units. The Union asserts that it is simply attempting to maintain that pattern, and obtain for these employees what all other full and part-time employees of the County enjoy. The Employer, on the hand, is seeking to entirely exclude these employees from benefits coverage. This ignores the consistent practice within the County of offering pro-rated benefits to part-time employees. It also ignores the only external comparable, the City of Oshkosh library pages, who enjoy some fringe

benefits. The County offers no justification for its refusal to provide these workers with the same benefits available to all comparable employees.

Turning to wages, the Union notes that these workers have received \$3.35 per hour since 1981, when the minimum wage was last raised. These employees have suffered a decrease in purchasing power of 31% since 1981. The final offer of the Union is designed to make up a portion of this loss, through phased-in pay increases. The Union points out that the wages for part-time employees in area bargaining units range between \$3.70 per hour and \$5.00 per hour. Those employees have clearly not had their wages frozen since 1981. The County's offer of a 3% increase, after a six year freeze, on the theory that these employees should be treated the same as all other County workers ignores the history that the County itself has written. Only if the County had paid these employees the across the board increases received by other county employees over the past six years could a reasonable argument be made for consistency in this year. As it is, these workers are entitled to recapture some of their lost purchasing power.

The County, in the Union's view, has attempted to mischaracterize the unit as a collection of high school students, not in need of decent wages. While some unit members are in school, others are self-supporting older workers. Regardless of their personal circumstances, these workers are in need of decent wages, whether to save for college or pay for the necessities of life. The Union notes that acceptance of its final offer -- 8% in 1987 and 9% in 1988 -- would bring these employees to a rate of \$4.10 per hour. This compares with \$4.35 for represented pages in Oshkosh, and up to \$5.00 per hour for part-time workers in the Green Bay area. Thus even the Union offer only brings these employees within range of comparable workers.

In closing, the Union disputes the County's attempts to cost its offer on the basis of assumptions and ending rates, rather than measuring the impact in the contract years. The County assumes that certain employees will take the pro-rated benefits, even though they will be prohibitively expensive for most. The County also uses cost figures showing the wage increase from March 31, 1987 to December 31, 1988, rather than taking account of the splits proposed by the Union. The Union chastises the County for ignoring the needs of these employees for six years, and then complaining about the cost of bringing them up to a more equitable level of compensation.

#### **B. The Position of the County**

The County takes the position that its final offer more closely conforms to the statutory criteria and should be selected. The central argument of the County is that this bargaining unit, comprised entirely of part-time

employees, many of them high school students, is not comparable to other County units consisting primarily of full-time workers. The distinction is evidenced in many ways, including the determination of the WERC that these employees should have a separate bargaining unit because of their separate community of interests, the fact that the work force has a far higher turnover rate than the other bargaining units in the County, and the use of very low qualification standard for this work ("passing attendance at a Brown County senior high school").

The Union package will increase costs by 57% at the end of the contract, projecting likely usage of benefits. The Employer's offer will increase costs by 14.1%. The 14.1% increase more than adequately compensates employees performing the very simple duties of a page, which are primarily to "...sort and shelve books and other library materials." Further, the County's wage structure, which rewards workers when they successfully complete probation, and again after thirty six months of employment, is far more sensible for this type of work force than is the Union's across-the-board approach.

The County notes that the cost of living data for 1987 and 1988 shows an increase of 8.4%. The 57% offer of the Union is more than six times this amount. The wage offer of the County more nearly reflects a realistic assessment of CPI increase, with employees having 36 months or more service receiving a 7.3% wage increase over two years, and employees between six-months and thirty six months receiving a 5.8% boost in wages. This compares quite favorably with the CPI, in contrast to the Union's wage only increases of 8.2% and 8.9%. To the extent that the proper weight of the CPI is reflected by increases in other bargaining units, the County's offer finds further support. Increases in virtually every other unit have averaged 6% over the two years covered by this contract. Even ignoring the tremendous cost of the fringe benefit package proposed by the Union, the wage issue clearly favors the County.

Looking to the increases received by other comparable local employees as a criterion, the County asserts that there are no comparable employees within the Brown County work force, nor within the community. This is because the page jobs are so very simple, are entirely part-time, and are so heavily filled by student workers. The County does note again, however, that other County employees received 3% per year, consistent with the County's final offer.

The County notes that the Union seeks to use Oshkosh's library pages as a comparable. The County urges that this approach be rejected, since the Union has failed to prove that the duties performed by pages in Oshkosh are

comparable to the duties performed by the pages in Brown County. Further, there is no evidence that Oshkosh relies on high school students with minimum qualifications for page work. The pages in Oshkosh, the County notes, bargain as part of an overall unit, and not as a separate unit. For all of these reasons, the County argues that the Oshkosh contract should be disregarded.

Even if the Oshkosh contract is seen as somewhat relevant, the County urges that there are important distinctions between the compensation package enjoyed by the Oshkosh pages and the package sought by the Union in this case. The pages in Oshkosh receive no holiday pay, and qualify for vacation on the basis of the previous year's earnings rather than a current year pro-rata. In both of these areas, the Union's final offer seeks benefits that are better than those enjoyed by the Oshkosh pages.

In the area of health insurance, the Oshkosh contract excludes "hourly employees working less than 3/8ths time." This is substantially different than the proposal here, where all workers are eligible for pro-rata contributions to health insurance. The Union failed to prove that any page in Oshkosh works the required number of hours to qualify for the insurance benefit, and the evidence of this benefit's existence in the Oshkosh contract should accordingly be discounted.

In summary, the County urges that the Union's "all-at-once, across-the-board" approach to this bargain be rejected. It does not take account of the nature of the work force, and, at 57% cost impact, is far too expensive when considered against the rate of increase in the cost-of-living, the existing compensation system, and the pattern of internal wage settlements.

#### **IV. DISCUSSION**

The stark contrast in the final offers in this case reflects the fundamental differences in the viewpoints of the parties, rather than any serious dispute over the evidence. The Union sees these library pages as no different from any other represented group of employees, and seeks to compensate them, in part, for the six years in which their wages remained frozen at the legal minimum of \$3.35 per hour. The County views the library pages as unique in the simplicity of their duties and as, for the most part, casual employees without long term ties to the job. As with most cases where extreme positions are adopted, neither set of assumptions is completely justified.

Three groupings of issues appear exist -- fringe benefits, wages, and the language of the grievance procedure. Each is addressed in turn.



## **A. Fringe Benefits**

AFSCME hinges its fringe benefits proposal on the fact that every other AFSCME represented employee in Brown County, including those in the other two bargaining units at the Library, has identical benefits to these. The County, for its part, asserts that many of these employees should not appropriately receive fringe benefits because they are high school students, and that, in any event, the cost of the Union's benefits package is too high. <sup>2</sup>

To be sure, the provision of health and dental insurance benefits to casual high school student workers is inappropriate. Such workers do not generally bear responsibility for the cost of their own health care, or have dependents justifying family coverage. As even the County notes, however, the Union's proposal pro-rates contributions on the basis of hours worked, and makes participation in the insurances voluntary. Presumably those who cannot make use of the insurances will not choose to pick-up the premium costs, which would fall in the range of \$2 per hour for a 15 hour-per-week employee. Indeed, the County acknowledges this in its costing of the fringe benefit package. <sup>3</sup> Given the pro-ration of premium costs, the County's concern about this benefit being widely used by inappropriate employees is likely misplaced. The requirement of cost-sharing on the employee will discourage any frivolous use of such benefits. As to those employees who do have the traditional concerns about health and dental insurance, the County proposal makes no allowance. To simply state that these employees are part-timers is not a sufficient response to the possibility that they require medical and dental care in the course of their lives. The availability of insurance on a shared cost basis is a reasonable approach to a work force where the need for coverage, and willingness to share the cost, is variable. In this respect, the Union's offer on fringe benefits is more reasonable than that of the County.

The Union's position on paid holidays and vacation is somewhat less reasonable, in that it does not contain any mechanism for distinguishing between the longer term employee who arguably has a greater need for such breaks from the work cycle, and the more casual employees whose need for renew themselves away from the work site is not so pressing. While pro-rated, these benefits automatically accrue to each employee regardless of their personal circumstances or need for the benefit. A qualifying period of service before receiving the benefit, for example, would be one appropriate device to distinguish between the two types of employees.

The County goes to the other extreme, denying even pro-rated vacation and holidays to all unit employees, no matter what their length of service. Again, the County fails to explain why long service employees in the page classification are different in their need for these benefits than any other part-time employee of the County. The simplicity of the work may be relevant to absolute pay rates, but does not bear on the appropriateness of vacation.

Inasmuch as the the majority of the unit appears to fall into the "short-term" category, the position of the County is more reasonable than that of the Union on the issues of holiday and vacation benefits.

The sick leave proposal of the Union offers pro-rated sick leave benefits to pages on the same schedule as all other employees. This includes a payout provision more appropriate to long service employees than to those whose employment with the County is related to a need for income while attending school. The County proposal contains no sick leave provision. A blanket denial of sick leave benefits to these part-time workers does not necessarily have a rational relationship with the type of work they perform, or the fact that they are part-time workers. Even assuming that the County might legitimately fear a less responsible approach to sick leave among its more youthful workers than from its more established work force, this concern can be addressed through a rigorous administration of the article, or through a more modest sick leave provision in the County's offer. The lack of any proposal in the area of sick leave fails to address the legitimate needs of the more established workers. The Union proposal, though flawed, is the more reasonable.

The final issue in the area of fringes<sup>4</sup> is that of night shift differentials. The Union proposes a 20¢ per hour premium for hours worked after 5:00 p.m. This encompasses 40% of all hours worked in the unit. The differential is at 20¢ in all other cited units, and in that sense the Union proposal is reasonable. It does appear, however, that the flat rate differential represents a much higher percentage premium in unit than in others, owing to the much lower wages paid to pages. To the extent that negotiated rates of pay reflect the value of a particular job, and the differential compensates for inconvenience, there need not necessarily be a set percentage relationship. There is some question, however, whether student employees working after school need additional compensation for working the only hours that they are available. The night shift differential for non-student employees is reasonable in concept, and the amount proposed does appear to be that broadly agreed upon by the parties for employee hours after 5 p.m. For those employees who are unavailable for day work, and thus not

inconvenienced by the later hours, the differential is not justified. Consideration of this aspect of the proposed benefits package does not favor either side.

Taking the benefits issue as a whole, the undersigned finds neither offer wholly reasonable. The Union and the County make no effort (other than in the Union's health and dental insurance proposal), to differentiate between longer service employees for whom benefits are more appropriate, and the part-time student workers, whose need for, or entitlement to, many traditional benefits is harder to establish. The Union, while naturally reluctant to create different classes within the work force, is unrealistic in its flat assertion that all of the benefits appropriately granted other workers should naturally flow to every member of a unit containing a good many short-term employees. A benefit such as vacation, for example, is premised upon the need of a traditional worker to have relief from the job. As a high school student's work life is generally secondary to his education, this benefit is not so pressing as it would be for a traditional employee. The County, rather than attempting to craft proposals that might extend appropriate pro-rated benefits to longer service workers, simply asserts that no benefits are warranted in this unit. The final offers on benefits are the classic "all or nothing" proposition.

The position of the Union, while unreasonable, is very slightly less unreasonable than that of the County. The Union offer on insurance, a major component of any benefits package, will direct the benefit to those employees who are less likely to be short-term employees, by placing a relatively high cost on use of the benefit. In other areas, the language can presumably be modified in future bargains to insure that benefits will flow to the longer service workers.

The County's argument that benefits for these employees will be expensive is obviously true. The percentage increase is dramatic -- primarily because the County never extended any benefits to these workers in the past, and declined to propose even appropriate pro-rata benefits in its final offer. As the foregoing discussion makes clear, the choices available to an arbitrator are not always between the more reasonable of two positions. It is quite often a question of which offer is less onerous. Where, as here, each party chooses to adopt an extreme position on an issue, the prevailing offer will inevitably be extreme. Its softening must await future bargains.

## **B. Wages<sup>5</sup>**

The County proposes a new pay structure, differentiating between employees on the basis of length of service. Employees during their first six months would remain at the minimum wage of \$3.35 per hour, then advance to \$3.45 after probation and to \$3.55 after three years. For the bulk of the unit members, this equals a 2.9% pay increase in the first year. The second year would also feature a 2.9% increase for most unit members. These raises approximate the 3% annual increases granted to other County employees.

The Union would retain the unitary wage presently in effect, with a phased increase of 6% on April 1, 1987, and 4.2% on July 1, 1987. This increases the base by 10.2% at mid-year, with a cost over the first nine-month contract "year" of 8.2%. In the second year, wages would increase by 5.4% on January 1, 1988, and again, by 5.1%, on July 1, 1988. The increase in rate would be 10.5%, with an annualized cost in the second year of 7.95%. The only county contract approximating these increases is the Attorney's Association, which won an arbitration award for 8% in 1987.

The central premises of the County's offer on wages are two-fold. First, that longer service employees should be paid at a higher rate than short service employees. Second, that there is no basis for treating the wages of these employees as any different than those of other represented County employees. The first of these is a sound approach to the question of differentiating between the two types of employees that comprise this unit. The second ignores the reality of these employees' wage history.

As with the question of benefits, the wage structure in this unit should logically reflect the historical fact that many unit employees are short-term, working while attending school. Others are traditional employees, for whom this employment is a livelihood. The wage structure proposed by the County attempts to integrate the value of the work performed, in the abstract, with the needs of longer service employees for some reasonable standard of living. The County's proposal is preferable to the Union's in that it is more sensitive to the nature of the unit.

In gross amount of wage increase, the County's offer is not reasonable. The County premises its offer on the increases granted in other units. Even a cursory review of arbitration awards suggests the general appropriateness of this approach. Arbitrators are directed by law, as negotiators are by common sense, that increases granted to similarly situated employees are usually the best guide to an appropriate increase in a unit where an impasse has

developed. This always assumes, however, that the employees are actually similarly situated.

The wage rate for the page classification was set at \$3.35 in 1981. It remains at that rate to the present day. As the Union notes, the cost of living increased by 31% between 1981 and 1987, while the pay rate remained frozen. The County cannot credibly argue that these employees should be tied to the rate of increase for all other County workers when the pay raise in question is the first for six full years, while other County workers received regular increases. The County's proposed 5.8% raise for the bulk of this unit, in the face of a projected cost of living increase of 8.4% during the same two year contract period, will slow the erosion of purchasing power, but would still result in a loss of nearly 35% in real income between 1981 and the end of the contract.

The Union's final offer would result in a wage of \$4.10 per hour by the middle of the second year. The rationale for this wage is not detailed, other than to note that it does not regain lost purchasing power, and will still fall below part-time employees of the Board of Education (\$4.55 per hour), the City of Green Bay (\$4.55 to \$5.00 per hour), and the represented pages in the City of Oshkosh Library (\$.435 per hour).

These employees are plainly entitled to catch-up increases, reflecting their lost purchasing power. The County's proposal, while preferable in terms of structure, takes absolutely no account of the six year freeze on wages in this unit. The County's reliance on the part-time nature of these employees, and the simplicity of their duties, does not explain why the jobs should be relatively lower paid in 1987 and 1988 than they were in 1981 when the wage rate was unilaterally established.

While the cost of the Union's proposed catch-up increases will be high in percentage terms, it will approximate the wage increase in the Attorneys' unit in 1987, and still leave these employees relatively less costly to the County than they were in 1981. The Union's offer is more reasonable on the issue of wages.

### **C. The Language of the Grievance Procedure**

The County proposes language narrowing the definition of a grievance from the broad "any misunderstanding" definition contained in all other contracts in the Library. No argument is made in favor of this proposal. As a general rule, administrative language concerning procedures should be as uniform within an operation as conditions will allow. This prevents confusion in the

administration of the language on both sides. Under the County's proposal, a matter that might lead to a meritorious grievance in both the professionals and para-professionals bargaining unit would not admit a grievance by pages. Absent some proof that the language of the grievance procedure in the other two units is not appropriate for this unit, the undersigned concludes that this issue strongly favors the final offer of the Union.

## **VI. CONCLUSION**

As noted at the outset, the parties put forth starkly contrasting offers. Consideration of each facet of the offers favors the position of the Union. Its offer, though flawed in the area of benefits and wage structure, more realistically reflects the needs of the long service employees, the effects of the six year pay freeze on employee purchasing power, the prevailing rate for part-time employees, and the policy favoring uniform administrative language in collective bargaining agreements.

On the basis of the foregoing, consideration of the statutory criteria, and the record as a whole, the undersigned makes the following

### **AWARD**

**THE FINAL OFFER OF THE UNION, TOGETHER WITH THE STIPULATIONS REACHED IN BARGAINING, SHALL CONSTITUTE THE INITIAL LABOR AGREEMENT BETWEEN THE PARTIES FOR THE YEARS 1987 AND 1988.**

Signed and dated at Racine, Wisconsin this 30th day of January, 1989:

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Daniel Nielsen, Arbitrator

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<sup>1</sup> The parties graciously agreed to grant a brief extension of time for the issuance of this Award.

<sup>2</sup> In discussing each benefit individually, the undersigned has gone somewhat beyond the arguments of the parties. Each party's arguments were made in broad terms, based upon their perceptions of the legitimate needs of this particular group of workers. The appropriateness of each benefit for these workers varies however, depending upon the nature of the benefit.

<sup>3</sup> See County Exhibit #9

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<sup>4</sup> The issue of life insurance, with an estimated cost of \$208, is not discussed. The impact of the call-in pay stipulation is negligible. The difference in the cost of the parties' proposal on retirement is related to the wage rate differences, rather than any crucial distinction in the benefits proposed.

<sup>5</sup> The longevity portion of the Union's wage proposal has a minimal impact and is not specifically addressed herein.