

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

RECEIVED  
MAR 05 1990  
WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Petition of

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

To Initiate Arbitration  
Between Said Petitioner and

JACKSON COUNTY (COURTHOUSE)  
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Case 66  
No. 41792 INT/ARB-5183  
Decision No. 26079-A

Appearances:

Mr. Daniel R. Pfeifer, Staff Representative, Wisconsin Council 40, AFSCME, appearing on behalf of the Union.

Mulcahy & Wherry, S. C., Attorneys at Law, by Ms. Kathryn J. Prenn, appearing on behalf of the Employer.

ARBITRATION AWARD:

On July 27, 1989, the Wisconsin Employment Relations Commission appointed the undersigned Arbitrator, pursuant to 111.70 (4) (cm) 6. and 7. of the Wisconsin Municipal Employment Relations Act, to resolve an impasse existing between Jackson County Courthouse Employees, Local 2717, AFSCME, AFL-CIO, referred to herein as the Union, and Jackson County (Courthouse), referred to herein as the Employer or the County, with respect to the issues specified below. The proceedings were conducted pursuant to Wis. Stats. 111.70 (4) (cm), and hearing was held at Black River Falls, Wisconsin, on October 3, 1989, at which time the parties were present and given full opportunity to present oral and written evidence and to make relevant argument. The proceedings were not transcribed, however, briefs were filed in the matter. The record was closed by the Arbitrator on January 18, 1990.

THE ISSUES:

The issues are reflected in the parties' final offers. The final offers of the parties, however, contain several provisions on which the parties' final offers are identical. The Arbitrator, therefore, will confine his analysis and discussion to those issues which remain in dispute. At hearing, the Union proposed to modify its final offer by deleting its proposed reclassification for employee Melland, the Employer agreed to the modification proposed by the Union, and as a result, all of the reclassifications are now stipulated.

The issues remaining in dispute between the parties are:

1. WAGE INCREASES

A. UNION FINAL OFFER

Effective January 1, 1989 - 3%  
Effective July 1, 1989 - 3%  
Effective January 1, 1990 - 3%  
Effective July 1, 1990 - 3%

B. COUNTY FINAL OFFER

January 1, 1989 - increase all wage rates 2%  
July 1, 1989 - increase all wage rates 2%  
January 1, 1990 - increase all wage rates 2%  
July 1, 1990 - increase all wage rates 2%

2. CLASSIFICATIONS

A. UNION FINAL OFFER

<u>Grade</u>	<u>Position</u>
6	Watershed Technician (until 4/3/89)
7	Watershed Technician (effective 4/3/89)
8	County Conservationist

B. COUNTY FINAL OFFER

<u>Grade</u>	<u>Position</u>
6	Watershed Project Technician
7	County conservationist

The Union also proposes that effective April 3, 1989, place the Watershed Technician position in a new Grade 7, with rates prior to the January 1, 1989 wage increase, as follows:

<u>Start</u>	<u>6 MOS.</u>	<u>1 YR.</u>	<u>2 YRS.</u>	<u>3 YRS.</u>	<u>4 YRS.</u>
17930	18678	19510	20342	21278	22235
1494	1557	1626	1695	1773	1853
\$8.62	\$8.98	\$9.38	\$9.78	\$10.23	\$10.69

3. MANAGEMENT RIGHTS LANGUAGE

A. UNION FINAL OFFER

Article 3, Section 1, Subsection J. - Add "except that such actions shall not result in the lay-off of employees in the bargaining unit."

B. COUNTY FINAL OFFER

Maintain the language contained in Article 3, Section 1, Subsection J. of the predecessor Agreement.

## DISCUSSION:

Wis. Stats. 111.70 (4) (cm) 7 direct the Arbitrator to give weight to the factors found at subsections a through j when making decisions under the arbitration procedures authorized in that paragraph. The undersigned, therefore, will review the evidence adduced at hearing and consider the arguments of the parties in light of that statutory criteria.

Before considering the disputed issues, the Arbitrator must resolve a threshold dispute between the parties over which comparable pool is to be considered for the purpose of selecting a final offer. The Union proposes that the comparables be established in three tiers. The Union proposes that the first tier include: Adams, Buffalo, Clark, Juneau, Monroe and Trempealeau Counties. The Union proposes that the second tier of comparables be Wood County; and the Union proposes that Eau Claire and LaCrosse Counties be considered the third tier of comparables.

The Employer proposes that the appropriate comparables should be limited to the first tier of comparables advocated by the Union, i. e., Adams, Buffalo, Clark, Juneau, Monroe and Trempealeau Counties.

Both parties rely on prior arbitration decisions involving Jackson County in support of their positions regarding the comparables. The Union points to Jackson County, Department of Social Services, Dec. No. 18409-A (Arbitrator Imes, 7/27/81); and on Jackson County (Courthouse), Dec. No. 24531-A (Arbitrator Rice, 10/12/87). The County, in support of its position on the comparables, relies on Jackson County (Department of Social Services), Dec. No. 20461-A (Arbitrator Vernon, 9/1983); Jackson County (Sheriff's Dept.), Dec. No. 21878-A (Arbitrator Haferbecker, 1/1985); Jackson County Courthouse (Rice, supra); Rock County, Dec. No. 23688-A (Arbitrator Rice, 5/1986); and Port Edwards School District, Dec. No. 23060-A (Arbitrator Richard J. Miller, 4/1986).

Jackson County comparables were initially established in 1981 by Arbitrator Imes when she found that there were three tiers of comparability, which coincide with the proposed comparables of the Union in this dispute. In establishing those comparables, it is clear from a reading of Arbitrator Imes' decision that she placed secondary importance on Wood County and tertiary importance on Eau Claire and LaCrosse Counties when considering the comparables. It is also noted that Imes' selection of Wood, Eau Claire and LaCrosse Counties for inclusion in the comparables, was based, at least partially, on the fact that both parties, the Employer and the Union in that dispute, proposed those counties as comparable. It is further noted that when Imes selected Wood County she commented that the inclusion of Wood County was because there was a correlative relationship of wages between Jackson County and Wood County because of the inclusion of a cost of living clause in the Wood County Collective Bargaining Agreement up until the year 1981. From the foregoing, the undersigned concludes that the inclusion of Wood, Eau Claire and LaCrosse Counties as secondary and tertiary comparables was primarily because the parties had both proposed them for inclusion as comparable counties.

Since the Imes' decision of 1981, however, there have been additional arbitrations held in Jackson County. In 1983, Arbitrator Vernon in Jackson County, Department of Social Services, adopted the Union position on comparables which are the same as those the Union presently espouses here, noting that the Union posited in that arbitration that the least comparable grouping was Eau Claire and LaCrosse Counties.

Subsequent to the Vernon award, Arbitrator Haferbecker in Jackson County, (Sheriff's Department), opined: "In both cases, the arbitrator gave primary consideration to the following counties: Adams, Buffalo, Clark, Juneau, Monroe and Trempealeau. These were held to be the most similar in population, equalized values, tax rates and bargaining unit size." Finally, in 1987, in Jackson County Courthouse, Arbitrator Rice held:

While the counties of Wood, Eau Claire and LaCrosse 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. (Comparable Group B includes Adams, Buffalo, Clark, Juneau, Monroe and Trempealeau County) The population, tax rates and medium income of the Employer fit comfortably into the pattern of comparable Group B while those same factors suggest that the Employer is substantially different than Eau Claire, Wood and LaCrosse Counties. Accordingly, the Arbitrator will rely primarily on the comparable group consisting of the six counties in comparable Group B.

The Employer relies on Rock County and Port Edwards School District to support its argument that once the comparables are established, they should not be disturbed. In Rock County Arbitrator Rice opined:

In the absence of a compelling reason for using different comparables, the parties are better served by using the same comparables in order to provide some stability and consistency in the collective bargaining relationship. It is important that both parties can rely on a stable list of comparables in order to maintain some predictability in the bargaining process. If there is no predictability in the process, there is no incentive to avoid mediation/arbitration and reach a voluntary agreement.

In Port Edwards School District, Arbitrator Miller stated: "The arbitrators' decision to adhere to the previous arbitrator's decision is not unusual. In fact, many arbitrators have held as a general labor relations principle that once the parties have established the comparables through arbitration, another arbitrator should not disturb it (citations omitted). The undersigned agrees with the pronouncements of Arbitrator Rice and Arbitrator Miller in Rock County and Port Edwards School District. It follows therefrom that the comparables as established in prior arbitrations in Jackson County will be left intact for the purpose of determining which final offer to adopt in this dispute. Since the original three tiers of comparables established by Imes have been undisturbed by subsequent arbitrators, it follows that the Union's position on the comparables will be adopted here. The primary reliance, however, will remain on the counties of Adams, Buffalo, Clark, Juneau, Monroe and Trempealeau.

#### THE WAGE DISPUTE

The Employer here proposes a wage increase which generates a lift of 4% for each of the two years covered by the Collective Bargaining Agreement being decided in this proceeding. The Union, on the other hand, proposes a wage lift of 6% in each of the two years of this Agreement. Both parties provide split increases in each of the years with the second increase coming at mid-year in each of the two years. Thus, the first year cost of the 4% lift proposed by the Employer calculates to 3% when considering only the first year of the Agreement, and calculates to 3%

when considering only the second year of the Agreement. (The foregoing cost excludes any consideration of the carryover cost to the second and subsequent years and of roll-ups). The cost for the 6% lift of the Union proposal is 4.5% each year, using the same assumptions as stated for the cost of the Employer offer.

We will first consider how the final offers of the parties compare to patterns of settlement. Union Exhibit No. 7 sets forth the patterns of settlement among the comparable counties and for Jackson County Highway Department, Jackson County Human Services Department and Jackson County courthouse employees. Employer Exhibit No. 43 sets forth settlements for the external comparables, and Employer Exhibit No. 44 sets forth settlements for the Highway Department, Human Services Department, Law Enforcement Department of Jackson County and the settlement for the City of River Falls.

We will first consider how the external patterns of settlement established among the comparables compare to the proposals of the parties here. We find that among the primary comparables of Adams, Buffalo, Clark, Juneau, Monroe and Trempealeau Counties that for 1989 Adams County settled for 3.5%; Buffalo County settled for 3 to 3.5%; Clark County settled for 2% January 1, 1989 and 2% July 1, 1989; Juneau County settled for 2%, January 1, 1989 and 2% November 1, 1989; Monroe County settled for 4%; Trempealeau County settled for \$43 per month. There is no data available to convert the \$43 per month settlement in Trempealeau County to a percentage settlement, therefore, the comparisons of settlements with Trempealeau County are not possible. Among the remaining primary comparables, it is obvious that the Employer offer is supported by those patterns, because the 3% first year cost and 4% lift is at or closer to the pattern than is the offer of the Union which represents a 4.5% first year cost and 6% lift. Turning to the secondary level of comparables, we find that Wood County's increase for January 1, 1989, is 3%, which is identical in cost to the proposal of the Employer and 1% lower in lift than the Employer's proposal. Thus, the secondary comparable of Wood County also supports a finding for the Employer offer here. The tertiary level of comparables set forth information for Eau Claire and LaCrosse County in cents per hour increase for 1989, and there is no data available to calculate the percentage increase. Consequently, the undersigned is unable to make a comparison of the patterns of settlement between Eau Claire and LaCrosse Counties and Jackson County. From all of the foregoing, however, it is clear to the undersigned that the external patterns of settlement for 1989 support the Employer offer in this matter.

With respect to 1990, there is limited data available since only Adams County and Monroe County are settled for 1990 as of the date of the hearing. In Adams County, the increase is 26¢ per hour, and because there is no data to establish the amount of the percentage increase represented by that 26¢ per hour, we are unable to make a valid comparison with the final offers of the parties for 1990. Monroe County has settled for an increase of 4% for 1990. The 4% increase for 1990 is precisely the amount of lift proposed by the Employer here, but is 1% more in cost than the Employer offer. The lift proposed by the Union here, however, exceeds Monroe's County lift by 2%, and the cost for the Union proposal is 1/2% more than the Monroe County settlement of 4%. There is no data available for 1990 for the secondary and tertiary comparables of Wood, Eau Claire and LaCrosse County. Because only one of the counties has settlement data available in a form which can be compared to the final offers of the parties here, the undersigned concludes there is insufficient data on which to draw conclusions for 1990. For 1989, however, the Employer offer is clearly supported by the comparable settlements, and, consequently, the undersigned concludes that the external patterns of settlement support the Employer wage offer in this dispute.

Employer Exhibit No. 45 and Union Exhibit No. 7 set forth the patterns of settlement for other collective bargaining units bargaining with the Employer. Additionally, Employer Exhibit No. 44 sets forth the settlements bargained for employees employed by the City of Black River Falls. The evidence establishes that the County has settled with the Highway Department for 1989 for an increase of 24¢ per hour on January 1, 1989, and an increase of 24¢ per hour on July 1, 1989. The 24¢ per hour calculates to 2.86% on January 1, 1989 and 2.78% on July 1, 1989. (The percentages are calculated based on a 1987 Patrolman rate of \$7.92 per hour). The evidence establishes that the County settled with the Human Services bargaining unit at \$52 per month in 1989 (approximately 3%) and for 3% in 1990. The evidence further establishes that the Law Enforcement bargaining unit settled with the County in 1989 for 2% on January 1, 1989 and 2% on July 1, 1989; and 2% on January 1, 1990 and 2% on July 1, 1990.

The foregoing internal settlements with Human Services bargaining unit, the Law Enforcement bargaining unit establish a pattern of settlement consistent with the Employer offer here. The Highway settlement for 1989, however, is a settlement which approximates the Union offer in this dispute. Employer Exhibit No. 44 establishes that the Highway collective bargaining unit bargained their first contract for 1988 and 1989. Because two of the three other bargaining units who had bargained with the County have settled for increases in 1989 and 1990 consistent with the County offer in this dispute; and because the Highway Department bargained its first contract in 1988 for the years 1988 and 1989, which testimony revealed was necessary to "catch up" to wages paid in external comparables; and because there is no settlement with the Highway Department for 1990; the undersigned concludes that the internal patterns of settlement are reflected by the settlement in Human Services and in the Sheriff's Department. It follows that the internal comparables support the County offer.

We turn now to a comparison of wage rates for comparable positions in comparable communities and in the same community. County Exhibit Nos. 45 through 51 set forth a comparison of wage rates paid to Custodians, Secretary I, Secretary II, Account Clerk I, Account Clerk II, Deputy Clerk of Courts and Legal Secretary for the primary comparable communities of Adams, Buffalo, Clark, Juneau, Monroe and Trempealeau Counties. Union Exhibit Nos. 13 and 14 set forth comparisons among the primary, secondary and tertiary comparables for the positions of Deputy County Clerk and clerical comparisons. The clerical comparisons in Union Exhibit No. 14 set forth the starting rate for an entry clerical position and the top rate of an advanced position. This Arbitrator prefers the comparisons set forth in Employer Exhibit Nos. 46 through 51 because they do not combine clerical positions, but rather set forth the rates for the individual positions as proposed by the parties here compared to the rates of pay for those same positions in the primary comparables. Employer Exhibit No. 46 establishes that at the end of 1989 the maximum rate for Secretary I offered by the County is \$7.57 and by the Union is \$7.72. The comparables maximum rates for Secretary I range from \$6.09 per hour in Clark County to a high of \$8.03 in Monroe County. The average maximum at the end of 1989 among the primary comparables is \$7.10 per hour. For Secretary II (Employer Exhibit No. 47) the maximum rates for 1989 among the comparables range from \$7.15 to \$7.67. The average maximum rate among the comparables for the end of the year 1989 is \$7.41 per hour. The Employer proposes a wage rate for Secretary II of \$7.90 per hour at the end of 1989 and the Union proposes a wage rate of \$8.05 per hour for Secretary II at year end 1989. For the position of Account Clerk I (Employer Exhibit No. 48) the maximum wage rates at year end 1989 among the comparables range from \$6.31 to \$8.01. The average rate of the comparables is \$7.23 per hour. The

Employer offers a year end maximum rate of \$7.57 per hour for Account Clerk I, and the Union proposes \$7.72 per hour. For Account Clerk II (Employer Exhibit No. 49) the 1989 maximum rates among the comparables range from \$7.17 to \$8.40 per hour, for an average of \$7.79 per hour. The Employer proposes a 1989 year end maximum rate for Account Clerk II of \$7.90 per hour, and the Union proposes a year end rate for Account Clerk II of \$8.05 per hour. The maximum rate for Deputy Clerk of Courts (Employer Exhibit No. 50) among the comparables ranges from \$7.37 per hour to \$9.53 per hour. The year end maximum rate average among the comparables for Deputy clerk of Courts in 1989 is \$8.11. The Employer proposes a 1989 year end maximum of \$7.90, and the Union proposes a year end maximum of \$8.05. For Legal Secretary (Employer Exhibit No. 51) the year end maximum rates among the comparables range from \$7.49 to \$8.50. The average maximum rate among the comparables for year end 1989 is \$8.04 per hour. The Employer proposes a year end 1989 maximum rate of \$8.61 per hour, and the Union proposes a year end maximum rate for Legal Secretary of \$8.78 per hour.

From the foregoing data comparing wage rates with the primary comparables, it is seen that both the Union and Employer proposals for the year 1989 fall within the range of rates paid among the primary comparables. It is further determined that both the Employer and Union offers here establish a maximum wage rate for year end 1989 which exceeds the average rates paid among the primary comparables for these positions, except for the position of Deputy Clerk of Courts. In the position of Deputy Clerk of Courts, the Employer offer falls 21¢ per hour below that average, and the Union offer falls 6¢ per hour below that average.

From all of the foregoing, the undersigned concludes that for 1989 neither offer is preferred, based on a comparison of wage rates to wage rates among the primary external comparables, because both offers fall within the ranges established for those positions among the primary comparables and except for Deputy Clerk of Courts are above the average wage rates for those positions.

The undersigned has also considered the wage rate comparisons contained within Employer Exhibit Nos. 46 through 51 for year end rates of 1990. Because there are data only for Adams and Monroe counties for Secretary I; Adams County for Secretary II; no data for Account Clerk I; no data for Account Clerk II; data for only Adams and Monroe Counties for Deputy Clerk of Courts; and data only from Monroe County for Legal Secretary for 1990, the undersigned concludes that there is insufficient data on which to make a reliable wage rate comparison for 1990.

We now look to a comparison of wage rates paid for the same or similar positions by this Employer. The Union urges that their final offer should be adopted when considering a comparison of wage rates paid to Clericals in the Human Services Department of the Employer compared to the wage rates paid to Clerical employees in this unit. The Union points out that until recently certain employees now employed in clerical positions in the Human Services Department were formerly employed in this Courthouse unit, and were transferred into the Human Services Department as a result of unit clarification which accreted those positions to the Human Services Department from the Courthouse unit. The Union points to the fact that employees who transferred out of this unit to Human Services as a result of the unit clarification received wage increases because of the higher wage rates paid in Human Services for performing the exact duties they had performed when they were in the Courthouse unit. In response, the Employer argues that their offer of 2% and 2% for each of the two years creates a 4% wage lift in each of the two years,

compared to a 3% flat increase in the Human Services Department, the Employer arguing that the split increase offered here is a step toward catch-up to the Human Services wage rates. We look to the wage rates paid in the Human Services Department, and find from Union Exhibit No. 27 that there are 6 clerical and para-professional classifications. Each of the classifications have a rate range beginning with a starting rate, a 6 month rate, an 18 month rate, a 24 month rate, a 36 month rate and a 48 month rate to reach the top of the classification. This compares to a 7 step classification schedule in the Courthouse unit. In the instant unit there are also 6 steps from the starting rate to the top; however, the steps are spaced somewhat differently than in the Human Services Department. The Courthouse unit provides a starting rate, a 6 month rate, a 1 year rate, a 2 year rate, a 3 year rate and a 4 year rate to reach the top rate. Employer Exhibit Nos. 11 and 13 establish the year end 1989 rates for this Courthouse unit, pursuant to the Employer offer, and pursuant to the Union offer. Union Exhibit No. 27 sets forth wage rates in Human Services. Thus, we are able to compare wage rates by classification or grade level between the Human Services Department and the Courthouse unit for rates effective at year end 1989. At classification or grade level 1, we find that the 1989 rates in the Human Services Department range from \$1002 monthly to \$1255 monthly. In the Courthouse unit, the year end 1989 rates at grade 1 range from \$1030 to \$1261. Thus, at level 1, the wage rates in place in the Courthouse unit exceed the wage rates at classification level 1 in Human Services Department. As we proceed up the classification levels, however, the wage disparities at the levels become apparent. At classification level 2 in Human Services, the rate range is from \$1133 to \$1480, and the year end 1989 grade 2 wage rates in the Courthouse unit are \$1073 to \$1313. The same disparities continue to exist through level 5, where in the Human Services Department the 1989 rate range is from \$1429 to \$1777, compared to a year end wage rate in 1989 under the Employer offer at grade 5 of \$1212 to \$1493. The disparities, however, diminish significantly when comparing classification level 6 in the Human Services Department to grade 6 in the Courthouse unit. The 1989 rates for classification level 6 in the Human Services Department range from \$1535 to \$1885, whereas, the Employer offer at year end 1989 generates a range at grade level 6 from \$1490 to \$1845. A review of the slotting, however, indicates that the clerical positions in the Courthouse unit are slotted from grades 1 through 5. These positions include Maintenance Worker I, Account Clerk I, Secretary I, Maintenance Leadworker, Account Clerk II, Secretary II, Deputy Clerk of Courts, Deputy County Clerk, Deputy Register of Deeds, Deputy Treasurer, Tax Lister, Administrative Assistant I, Forestry Technician I, Computer Systems Operator, Register of Probate/Probate Registrar and Legal Secretary. A review of the clerical positions slotted into classifications in the Human Services Department reveals that they are slotted into the classification levels 1 through 4. These include the positions of Typist I, Clerk I, Mini-bus Driver, Typist II, Clerk II, Income Maintenance Assistant, Social Services Aide I, Homemaker I, Billing Clerk, Child Support Specialist II, Commission on Aging Secretary, DD Secretary, EPSDT, Home Health Aide, Public Health Secretary, Terminal Operator, Typist III, Clerk III, Social Services Aide II, Homemaker II. Thus, the clerical ranges in the Human Services Department range from a starting rate of \$1002 at classification level 1 to \$1677 at classification level 4. In the Courthouse unit, under the Employer proposal, the range for clerical positions in grade levels 1 through 5 range from a starting rate of \$1030 to a maximum at level 5 of \$1493. Thus, the top clerical rate under the Employer offer in the Courthouse unit is \$184 lower at year end 1989 than the top clerical wage in the Human Services Department. Under the Union offer the top clerical wage at year end 1989 would be \$1522, which calculates to \$155 less than the top clerical rate in effect in the Human Services Department.



In addition to the foregoing comparisons of the rate structure itself, the undersigned has compared the salaries paid to Secretaries in the Human Services Department versus salaries paid to Secretaries under the parties' proposal in the Courthouse unit for year end 1989. In the Human Services Department, there is listed under classification level 2 Secretary for Commission on Aging, the DD Secretary and the Public Health Secretary. The top rate at level 2 for these positions is \$1480. Employer Exhibit No. 4 identifies 5 secretaries who are employed at year end 1989. They are DeGroot, Secretary Personnel; Delkamp, Secretary-Sheriff's Department; Hart, Secretary - Extension; Melland, Secretary - DA's office; Rake, Secretary - Zoning. Employer Exhibit No. 5 shows that Delkamp is reclassified pursuant to the parties' stipulations to an Administrative Assistant I at level 3. The remaining secretaries remain at classification level 2 for the Employer, and under the Employer's proposal will be paid a maximum rate of \$1313 at year end 1989 and under the Union proposal will be paid \$1339. Thus, at year end 1989, the secretaries in the Human Services Department are paid a top rate \$167 per month higher than the Employer proposal, and are paid a top rate \$141 higher than the Union proposal.

The foregoing comparisons of the rate structures and the wages paid to secretaries in the two units support the testimony in this record that employees doing the same work in the two units are paid significantly different sums of money. The question remains, however, whether the Union proposal addresses the proper remedy for the disparity. A review of the comparisons of the wage schedules in Human Services compared to the wage schedules in the Courthouse unit which is disputed here, satisfies the undersigned that a general increase is not the cure for the disparity of secretarial and other clerical wages between the two units. This is so because a general increase would increase certain wage rates at classification levels unnecessarily. For example, grade level 1 in the Courthouse unit, under the Employer proposal for year end 1989, generates a maximum rate of \$1261 per month, which is \$6 per month higher than classification level 1 in the Human Services Department. Similarly, the top levels of pay in the Courthouse unit under the Employer proposal for year end 1989 at grade level 6 generates a monthly salary of \$1845, and at level 7 a monthly salary of \$2011. Both these rates are higher than the clerical and paraprofessional rates in the Human Services Department, where at classification level 6 the top rate is \$1885. From the foregoing, the undersigned concludes that merely applying a larger general increase fails to address the problem at hand. The larger general increase would lift those grade levels which are already higher than the Human Services Department classification levels higher still. Rather than attempt to cure this differential of pay between the two units by applying a general increase, it is clear to the undersigned that the grade structure and slotting of positions into those grade structures in the Courthouse unit needs to be renegotiated. Unfortunately, the undersigned is without power to order that type of remedy to this proven inequity, because, pursuant to the statutes he must select one party's final offer or the other. It follows from the foregoing, that while the Union has proven inequities based on the internal comparables by comparing clerical salaries paid in the Human Services Department of this Employer to salaries paid in the instant unit, its proposed additional general increase fails to remedy that inequity. Consequently, the undersigned is unpersuaded that the internal comparisons of wages for clerical employees supports the Union offer.

We turn now to a consideration of the total compensation criteria. The undersigned has reviewed all of the total compensation data contained within the record, noting particularly Union Exhibit Nos. 8 and 9, which set forth health insurance

comparisons and longevity comparisons among the primary, secondary and tertiary comparables. The record establishes that Jackson County pays 100% of premium for both single and family employees for health insurance contributions. The record also shows that the premiums paid by the County are significantly lower than the premiums paid among the comparable counties. In Jackson County, the family premium is \$170 per month, and among the primary comparables the family premiums range from \$190 to \$442 per month. The fact that the County pays significantly less premium for its health insurance coverage than the primary external comparables is offset significantly by the fact that among the primary comparables 5 of the 6 counties pay only a fraction of the cost for family coverage. Employer Exhibit No. 52 establishes that a percentage of payment for family plan premium under the primary comparables ranges from 80% in Buffalo County and Juneau County to a high of 85% in Clark and Monroe Counties. Among the primary comparables only Adams County pays 100% of the premium.

The undersigned has also reviewed the longevity practices, and notes that in 3 of the 6 primary comparables there are longevity payments. In Buffalo County, longevity is paid at the rate of \$2 per month of service. In Clark County the maximum longevity is \$200 per year after 15 years of service. In Juneau County, the longevity is \$72 per year after 3 years, and an additional \$24 per year thereafter. Among the secondary levels of comparables, Wood County pays \$1.75 per month for each year of service after 5 years, and at the tertiary level Eau Claire County pays a maximum of \$250 longevity after 25 years of service.

The undersigned has considered the total compensation evidence, and is of the opinion that it does not skew the picture significantly from the conclusions drawn when comparing wage rates among the external comparables. It follows that because the undersigned concluded that the external wage rate comparisons favor neither party's offer, the total compensation comparisons also favor neither the final offer of the Union nor the Employer.

Criteria g of the statute directs the Arbitrator to consider the offers in light of the cost of living. The evidence in the record sets forth the increases in the Consumer Price Index. The Employer argues that the undersigned should consider the 1988 increase in the CPI in evaluating the 1989 Employer offer, citing Arbitrator Haferbecker in School District Towns of Barksdale, et al (Haferbecker, 5/1983) and Arbitrator Mueller in City of Racine (Mueller, 1/1988) in support of that proposition. Based on the foregoing authority, we will look to the CPI increase for 1988 and for 1989 to evaluate the offers for 1989 and 1990. Union Exhibit No. 2 provides the percentage changes in the CPI for 1988 for Urban Wage Earners and Clerical Workers for Nonmetro Areas, showing an increase of 2.8% for the year. Union Exhibit No. 3 provides the same information through August, 1989 (the latest data available at the time of the hearing), showing an increase of 2.8% for the preceding year ending in August, 1989. Thus, both offers exceed the percentage increase in the cost of living, since the Employer offer provides for a 3% increase to the employees in the unit in each year of the Agreement, and the Union offer provides a 4.5% increase to the employees in the unit in each year. Consequently, the offer of the Employer meets this criteria more precisely than does the offer of the Union.

The County argues that the interests and welfare of the public mandates the selection of the County's offer. The County points to the effects of the recent drought on the farm community. The County also relies on evidence showing that the percentage of tax increase is among the highest of the primary comparables. In support of its position, the County cites Marathon City School District, Dec.

No. 25800-A (Nielsen, 6/1989). In Marathon, Nielsen opined that economic factors such as those specified above must be considered as one element of the decision making process. The Arbitrator agrees that these elements must be considered. The weight given to this evidence is minimal, however, because of the evidence which has shown that the County has found the wherewithal to pay certain of the clerical employees in the Human Services Department significantly higher wages for performing secretarial duties than it pays secretaries in the unit, and because of the evidence at Union Exhibit No. 11 showing that elected officials have received increases in excess of the Union offer.

The Arbitrator has found that the internal and external patterns of settlement support the Employer's final wage offer; that the external wage rate comparisons favor neither party's offer; that the internal wage rate comparisons establish an inequity in the rates paid to certain clerical workers in this unit compared to rates paid to clerical workers in the Human Services Department, but that the Union offer fails to address this inequity with precision; that the external comparisons of total compensation fail to establish a preference for either party's final offer; that the County offer more precisely meets the cost of living criteria than does the Union offer; and that the interests and welfare of the public criteria carries little weight for the reasons stated above. Based on these findings, the Arbitrator now concludes that the wage offer of the County is preferred over the offer of the Union.

#### THE SUBCONTRACTING ISSUE

The Union proposes to modify the subcontracting provision of the management rights clause which would prohibit contracting out work if it results in the layoff of employees in the bargaining unit. The evidence establishes that the Human Services Department and the Highway Department have this provision in their contracts. The evidence also establishes that the Sheriff's Department has the same language in its contract which existed in the predecessor agreement which the Union seeks to modify. The evidence also establishes that two of the six primary comparables have restrictions on the Employer's right to contract out work expressed in their agreements, and that two of the primary comparables have requirements to bargain over the impact and decision to contract out work. The remaining two of the primary comparables are not organized.

The Employer argues that the evidence is much the same as that in the Rice record when he held in his 1987 Award that because there was no evidence that the Employer contemplated subcontracting work, he was reluctant to award for the Union on this issue. The Employer's reliance on the Rice Award is misplaced. Since that Award issued, the County entered into a first Agreement with the employees in the Highway Department, which included the very language which the Union is proposing here. Because two of the three other bargaining units have this provision in their Agreements; and because there is no evidence to establish that the circumstances in the Highway Department are sufficiently different from those in the Courthouse unit so as to establish a unique need for that provision in a first Agreement; the undersigned concludes that the evidence supports the Union proposal on this issue.

#### THE WATERSHED TECHNICIAN POSITION

The Union proposes that the Watershed Technician position be established in a new pay grade level 7, and that the current grade 7 be renumbered as grade 8.

The Union proposes a new pay range for grade 7 starting at \$1494 per month and topping at \$1853 per month effective January 1, 1989. The position is slotted in the Employer final offer at pay grade level 6, and no provision is made for an additional pay grade in the Employer offer. In support of its offer, the Union has introduced Exhibit No. 10, which sets forth rates paid to Watershed Technicians in Vernon, Eau Claire, Pepin and Trempealeau Counties. Additionally, the exhibit shows the rates paid in LaCrosse County to the Soil Conservationist. Testimony at hearing established that the duties of the Soil Conservationist in LaCrosse differ from those of a Watershed Technician. Testimony also established that the position in Eau Claire is not a bargaining unit position, and that the incumbent in the position also carries the title of Project Manager with the responsibility for supervising two other employees. Because of the differences in the LaCrosse and Eau Claire positions, the rate comparisons which the Union advances for these two positions are not applicable to the position of Watershed Technician in this unit. The remaining data from Vernon, Pepin and Trempealeau Counties fails to support the Union proposal. The highest top rate among these three counties is \$1835 per month after 10 years in Vernon County, followed by \$1830 per month in Trempealeau County and \$1627 per month after 24 months in Pepin County. The top rate proposed by the Union at the end of 1989 is \$1965 per month. (The Union proposal is clear that the two 3% increases in 1989 are to be applied to the rate that they propose). Grade level 6 top rate proposed by the Employer at year end 1989 is \$1844 per month. The Employer offer compares quite favorably to the rates paid in Vernon, Pepin and Trempealeau Counties, and the Union offer does not. It follows that the Employer offer is preferred for this issue.

#### SUMMARY AND CONCLUSIONS:

In the preceding sections of this Award, the Arbitrator has concluded that the wage offer of the Employer is preferred over that of the Union; and that the evidence supports the Union offer in the subcontracting issue; and that the Employer offer is preferred in the Watershed Technician issue. The Arbitrator believes that the Employer offer should be adopted in its entirety for several reasons. First, the wage issue is the most important of the issues, and, therefore, carries the remaining issues with it. Second, the Employer has prevailed in two of the three disputed issues. Third, while the Union prevailed on the subcontracting issue, there is no evidence to suggest that subcontracting is contemplated by the Employer during the term of this Agreement, or that layoffs might ensue.

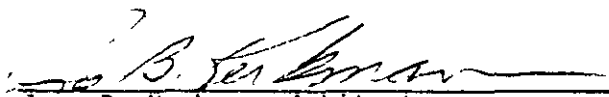
Therefore, based on the record in its entirety, and the discussion set forth above, after considering all of the arguments of the parties, and the statutory criteria, the Arbitrator makes the following:

#### AWARD

The final offer of the Employer, along with the stipulations of the parties as furnished to the Wisconsin Employment Relations Commission, as well as those terms of the predecessor Collective Bargaining Agreement which remain unchanged through the course of bargaining are to be incorporated into the parties' written Collective Bargaining Agreement for 1989 and 1990.

Dated at Fond du Lac, Wisconsin, this 1st day of March, 1990.

JBK:rr

  
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Jos. B. Kerkman, Arbitrator