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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of
BROWN COUNTY PARA-PROFESSIONAL
LIBRARY EMPLOYEES, LOCAL 1901-D,
AFSCME, AFL-CIO,

Case 394
No. 42188 INT/ARB - 5242
Decision No. 26206-A

To Initiate Mediation/Arbitration
Between Said Petitioner and

Sherwood Malamud
Arbitrator

BROWN COUNTY.

APPEARANCES:

James W. Miller, Representative, 2785 Whippoorwill Dr.,
Green Bay, Wisconsin 54304, appearing on
behalf of the Union.

John C. Jacques, Assistant Corporation Counsel Brown County,
Courthouse, P.O. Box 1600, Green Bay,
Wisconsin 54305-5600, appearing on behalf
of the Municipal Employer.

JURISDICTION OF ARBITRATOR

On November 6, 1989, the Wisconsin Employment Relations Commission appointed Sherwood Malamud to serve as the arbitrator to determine the dispute between Brown County Para-Professional Library Employees, Local 1901-D, AFSCME, AFL-CIO, hereinafter the Union, and Brown County, hereinafter the County or the Employer, through the issuance of a final and binding award pursuant to Sec. 111.70(4)(cm)6.d. of the Wisconsin Statutes. Hearing in the matter was conducted on January 16, 1990 at the main branch of the Brown County Library located in Green Bay, Wisconsin, at which time the parties presented testimony and evidence. The parties submitted briefs which were exchanged through the Arbitrator on February 12, 1990, at which time the record in the matter was closed. By letter dated March 22, 1990, Brown County Corporation Counsel Bukowski requested that the record be opened to permit him to enter two interest awards issued during the pendency of the Award in this case. The Union, by letter dated March 27, 1990, objected to a reopening of the record. By letter dated April 2, 1990, the Arbitrator rejected the County's request. Based upon a review of the evidence and arguments submitted and upon the application of the criteria set forth in Sec. 111.70(4)(cm)7a-j, Wis. Stats., to the issues in dispute herein, the Arbitrator renders the following Award.

SUMMARY OF THE ISSUE

The Union Offer:

1989

The Union proposes a three percent (3%) across the board increase effective January 1, 1989; with an additional two percent (2%) across the board increase effective July 1, 1989.

1990

The Union proposes a 3.25% across the board increase effective January 1, 1990; with an additional 2% across the board increase effective July 1, 1990.

The County Offer:

1989

The County proposes a 3% across the board increase effective January 1, 1989.

1990

It proposes a 3.25% across the board increase effective January 1, 1990.

The top rate, the one year rate, at each of the classifications would increase from the 1988 rates as follows:

Classification	1988 County Rates	1989 Union		1989 County 1/1/89	1990 Union		1990 County 1/1/90
		1/1/89	7/1/89		1/1/90	7/1/90	
Library Assistant	7.70	7.94	8.10	7.94	8.37	8.54	8.20
Senior Library Assistant	8.63	8.89	9.07	8.89	9.37	9.56	9.18
Library Associate	9.50	9.79	9.99	9.79	10.32	10.53	10.11
Department Specialist	9.99	10.29	10.50	10.29	10.85	11.07	10.63
Maintenance Worker	8.11	8.36	8.53	8.36	8.81	8.99	8.64
Driver I	9.59	9.88	10.08	9.88	10.41	10.62	10.21
Driver II	10.48	10.80	11.02	10.80	11.38	11.61	11.16

Under the County offer, total package costs would increase for calendar year 1989 over calendar year 1988 by 5.6% or by \$60,379.00. These costs would increase the second year, 1990, over 1989 by 5.2% or by \$57,263.00. Under the County offer, the cost of the increase of the wage component, by itself, would amount to \$24,854.00 in 1989 and \$27,733.00 in 1990.

Under the Union offer, total package costs would increase by 6.5% in 1989 over those of 1988 which represents an increase of \$70,556.00. Under its proposal for the second year, the Union offer increases costs by 6.1% or by \$70,636.00 total package increase. The wage portion of this increase for 1989 is \$33,385.00 in 1989 and \$37,254.00 in 1990.

BACKGROUND

The Brown County Library system is the largest of seven countywide library systems operating in the State of Wisconsin. This system, which includes the main branch located in the City of Green Bay and eight branches located throughout Brown County, is larger than most of the municipal library systems operating in the State. It services a population larger than the population served by the City of Madison Library System.

There are fifty-one (51) individuals employed in this Collective Bargaining Unit, with 47.3 FTE used as a basis for costing the final offers of the Union and the County. Of the fifty-one employees, four are classified as Library Assistants; twenty-three as Senior Library Assistants; thirteen as Library Associates; three as Library Specialists (Department Specialists); five as Maintenance Workers; one Driver I, one Driver II and one Maintenance/Driver.

The Professional Librarians constitute a separate bargaining unit.

This dispute is resolved on the basis of the application of the following statutory criteria to this wage dispute.

STATUTORY CRITERIA

Section 111.70(4)(cm)7 provides that:

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. Stipulations of the parties.

c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.

e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.

f. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.

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 employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

i. Changes in any of 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, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

POSITIONS OF THE PARTIES

The Union Argument:

The Union emphasizes that the Brown County Library System is the largest County library system in the state. The Union notes that the Brown County Library System services a population in excess of 190,000. The Union argues that it must use unorthodox comparisons to establish a case involving a unique Employer. The thrust of the Union's case is that the employees in the Para-Professional Unit are entitled to receive a catch-up wage increase. The Union's final offer is built upon this catch-up demand. It is the reason the Union proposes an increase at six month intervals. The Union argues that it is by far the largest

library system. Yet, it must compare itself to much smaller systems. The Union states:

Here we are, the largest countywide system in the State of Wisconsin and we must compare our wages to employees who are working in smaller systems and receiving higher rates of pay.

The Union identifies one philosophical difference between its position and that of the county, which employee classifications are to serve as a source for comparison to these Para-Professionals to ascertain if the rates of pay of the Library Para-Professionals are at an appropriate level. The Union maintains that the market value of the Para-Professional wage rates may be ascertained from the wage rates paid by other library systems statewide to employees similarly classified. The County, the Union notes, compares the wage rates of Para-Professionals in the library to the rates paid to clerical employees employed in the Brown County Courthouse and by the City of Green Bay.

The Union maintains that the County position is based upon its use of internal comparables. The Union quotes from the Award of Arbitrator Christenson in Two Rivers School District, (23992-B) 3/20/87, who notes that such internal comparables must fall and give way to data which establishes the market rate.

The Union rejects the County position that there exists a pattern of settlement in Brown County. The Union argues that at the time of the close of the record in this case, approximately one-half of the County's represented employees had not settled or were in various stages of the arbitration process for Collective Bargaining Agreements for 1989 and 1990.

The Union rejects the County argument that catch-up should only be paid if there is difficulty in recruiting employees at the established rates. The County uses that argument to justify the 8% wage increase it granted to the nurses. The Union maintains that the para-professionals are entitled to catch-up, because they are paid less than other para-professionals in smaller library systems.

The Union notes that the County does not compare the wage rates of its para-professional employees to those of any other para-professionals employed by other library systems. The County argument is built upon its comparison of the classifications in the para-professional unit to classifications of clerical employees in the Brown County Courthouse and the City of Green Bay. The Union rejects these comparisons except at one position. The Union acknowledges that the Maintenance Worker in the library performs work similar to custodial employees employed at the Courthouse and by the City of Green Bay. Yet, the Library

Maintenance Worker is paid substantially less than the custodial employees employed by the City and by the County at the Courthouse.

The Union argues that the per capita cost for library services in Brown County is \$15.86 where the average operating expenditures in Wisconsin in counties with populations in excess of 50,000 are \$26.30 per capita.

The Union quotes extensively from the awards of Arbitrators Vernon and Kerkman. Oconto County, (20984-B) 9/26/84, Vernon; Walworth County, (23615-B) 3/26/87, Kerkman and Washington County, (21515-A) 11/9/84, Vernon. The Union maintains that these awards support the view that internal comparables are to be discounted where settlements have not been achieved for large numbers of employees of a particular employer. Furthermore, Arbitrator Vernon in Washington County, notes that where catch-up is an issue, the other statutory criteria are to be given little weight once the need for catch-up has been identified and established.

The Union emphasizes that an award in its favor will not make the Brown County Para-Professional Librarians the highest paid among para-professionals in the State of Wisconsin. The Union maintains that the average seniority of employees in the Unit is eleven years. In the absence of any turnover, the stability of this Unit discounts the County argument that employees in this Unit receive the top rate far sooner than employees in other library systems.

For all of the above reasons, the Union concludes that its final offer should be selected for incorporation in the successor 1989-90 Agreement.

The County Argument:

The County argues that its final offer is supported by the statutory criteria of cost of living and overall compensation. It argues that the total package in the form of fringe benefits, vacations, holidays, sick leave, and medical and hospital insurance all support its offer.

With regard to the cost of living, the County notes that the Union demands a total package increase in 1989 of 6.5% when the cost of living increase for 1989 over 1988 was 4.6% and the County's offer is 5.6%. The County emphasizes that the Union's offer increases wage rates by 5.06% in 1989 and 5.3% in 1990. The County maintains that its two year 6.5 wage increase and total package increase of 10.8% is well above the inflation rate.

The County maintains that its offer is to be preferred under criterion 7e. The Brown County Mental Health Center had settled

for calendar years 1989 and 1990 at wage increases of 3.0% and 3.25%, respectively, which is identical to the Employer's offer in this case.

The County compares the Library Assistant to the Clerk Typist III at the Mental Health Center. It compares the Library Associate to the Account Clerk II at the Mental Health Center. It also compares the Maintenance Worker at the two facilities. The Maintenance Worker I in the Mental Health Center is paid \$8.44 per hour in 1989. The County proposes to increase the Maintenance Worker to \$8.35 and the Union proposes a year end rate for calendar year 1989 of \$8.52.

The County argues that criterion 7d should be given little weight in this case. The County argues that the Brown County Library System is unique. All the Para-Professional employees are hired from the Brown County labor market. For that reason, it maintains that there is no library comparable to the Brown County system to which its employees are to be compared.

The County discounts the Union's use of Madison, Racine and Eau Claire as comparable library districts. The County points to the decision of Arbitrator Robert J. Mueller in Brown County, (30702) 8/31/83 who noted that the libraries in Oshkosh, Appleton and Sheboygan which are located in communities contiguous to Brown County are the most appropriate comparables. The County notes that neither it nor the Union use Sheboygan as a basis for comparison. However, data was presented with regard to the Marathon County library system. In a detailed analysis, the County compares the rates paid by it at each of the classifications in this unit to the rates paid to the library Para-Professional employees in comparable classifications in the City of Appleton. Since the City of Appleton library employees are not represented by a Union and since that City operates under a merit system in its library, the County identifies the mid-point in the wage scale as the appropriate locus for comparison of wage rates. No City of Appleton library employees are at the top of the range. The County notes that its offer is above the mid-point of the wage schedule in the City of Appleton Library for the Library Assistant and the Library Specialist classifications.

The County maintains that this comparison establishes the County offer is above the wage rate paid to the Library Specialist, Custodian I and Driver I by the Oshkosh Library.

The County compares the nine classifications used by the Marathon County System to the seven classifications in effect in Brown County. At the Senior Library Assistant classification, the County offer is \$1.10 above the 1989 wage rate for Library Assistant I. It is a \$1.31 higher at the Maintenance Worker position.

The County concludes that the Union has failed to establish a basis for four separate wage increases totalling 10.37% over a period of two years. The County maintains that Arbitrators require that the party proposing an equity adjustment must establish the justification for such an adjustment. The County maintains that the selection of its offer will not unfairly treat the para-professional employees relative to other Brown County employees.

The County emphasizes that four of the five comparable library systems employed by the Union are located in areas outside of the northeastern region of Wisconsin. The County recruits its employees from within Brown County. The County notes that its final offer is consistent with the cost of living criterion, the existing compensation criterion and the pattern of internal Brown County settlements. The County maintains that the Union has failed to justify a need for catch-up. Accordingly, the County requests that the Arbitrator select its offer for inclusion in the successor 1989-90 Agreement.

DISCUSSION

The unique place which the Brown County Library system holds among library systems in the State of Wisconsin poses a problem to the parties' presentation of their cases and to the Arbitrator's decision making process, as well. The difficulty stems from the uniqueness of the Brown County system; its size and branch library structure which necessitate comparison to municipal systems which are smaller and/or operate only a main branch. Furthermore, if comparisons are to be made to these other municipal library systems some account must be made in the weighing process for the higher costs of living and labor which exist in these other "comparable" municipalities. The County argument that these comparisons should not be made may be traced to the above described problems.

These generalities identify the problem in establishing an appropriate pool of comparables which may be used to measure the level of wage rates of para-professionals in Brown County. Specifically, the larger municipal library systems are scattered throughout the state. They are located in different regional labor markets than the Brown County system. If the Arbitrator were to compare the wage rates of the para-professionals in Brown County to those library systems in the Cities of Madison, Eau Claire and Racine, as well as, Marathon County, some accounting must be made for the different labor markets and rate paid to employees generally in those markets.

If the County argument, that there are no comparables to the Brown County Para-Professionals were to be sustained, then criterion 7d could never be applied in an arbitration proceeding involving these para-professional employees. Certainly, there

are occasions when in a particular case, there are no settlements in comparable units of employees performing similar services. However, acceptance of the County argument would effectively preclude the application of the important comparability criterion, at any time, to an interest dispute involving these para-professional employees.

The Arbitrator finds the Brown County Library system to be unique. The six other county library systems are much smaller than Brown County. The Marathon County system is much smaller, but it is the only one of some size which may serve as a comparison to the Brown County system. Many of the other municipal systems may not maintain the network of branches found in the Brown County Library system. This makes it difficult to compare classifications in municipal library systems without branches to the Senior Library Assistant and the Library Associate classifications which are in charge of small and medium sized branches, respectively, in the Brown County Library system.

The difficulty in establishing a comparability pool is further exacerbated by the insistence of the parties that their theories of the case be revealed to the Arbitrator for the first time in their written argument rather than at the hearing. Both parties chose to exclude the library systems of the City of Fond du Lac and the City of Sheboygan from their discussions. The reasons for these exclusions were not divulged. Yet, in a prior award, involving this very same unit of this Employer and this Arbitrator, those two systems, Sheboygan and Fond du Lac, comprised half of the primary comparable communities used in that case. Brown County, (21688-A) 11/20/84.

In one respect, this case is quite simple. The Union offer is built upon its demand for catch-up. The Union proposes four increases over a two year period. The Union proposes a wage increase every six months during calendar years 1989 and 1990. The percentage lift in wage rate generated by its offer in 1989 and 1990 exceeds the final offer of all other represented employees in the arbitration process at the time the record in this matter was closed. After a review of the statutory criteria it may be clearly seen, that if the Union is unable to sustain its demand for catch-up, then its position must be rejected.

A review of the statutory criteria results in the following finds. Neither the Union nor the County provided any argument with regard to the following criteria:

- a. The lawful authority of the municipal employer;
 - b. Stipulations of the parties;
 - c. The interest and welfare of the public;
- * * *
- i. Changes in the foregoing circumstances; and such

other factors...¹

Cost of Living:

With regard to the cost of living criterion, since the total package offers of both the County and the Union exceed the cost of living, the County's offer is to be preferred under this criterion. Its offer more closely approximates the cost of living.

Overall Compensation:

The overall compensation criterion supports the County offer. The stability of employment evidenced by an average length of service among employees in this unit of eleven years, demonstrates the adequacy of the overall compensation package which the employer maintains for its para-professional employees who are employed in the Brown County Library system.

Comparability to Other Employees Generally in Public Employment - Criterion 7e:

A comparison of the size of the wage increase proposed by the Union and the County, in this case, as compared to the wage increases received by other public employees in Brown County and the City of Green Bay indicates, again, that the Employer's offer is to be preferred. The County's offer, in this case, is consistent with its offer which it presented to all other units except the nurses. There is no evidence in this record to indicate that the County offer is at variance with the wage increases provided by public employers, in this area.

Comparability to Employees, Generally, in Private Employment - Criterion 7f:

The data presented by the County generated by the Green Bay Chamber of Commerce survey of private and public employers is not weighted. In addition, since the participants in the survey differ from year to year, it is difficult to measure the percentage increases paid by private employers to their employees for calendar year 1989. In addition, there is no other data in the record upon which criterion 7f may be determined. Accordingly, the Arbitrator concludes that this criterion does not provide

¹The County's request to re-open the record was made under this criterion. However, the parties were aware of the pendency of those cases at the January hearing in this matter. They agreed to close the record after certain additional exhibits identified at the hearing were submitted and after arguments were made. At some point the record must be established to permit consideration of all evidence and argument by the Arbitrator.

a basis for selecting the offer of one party over that of the other.

Comparability to Employees Performing Similar Services:

One criterion remains to be addressed. It is criterion 7d. At the outset of the analysis of this criterion, the Arbitrator notes that he agrees with the observation of Arbitration Vernon in his decision in Washington County, supra. In that case, both the Union and Washington County proposed catch-up increases. The Arbitrator selected the Union offer. In doing so, Arbitrator Vernon stated that:

In a catch-up situation, increases are bound to exceed the cost of living and the amounts received by other employees, internally and externally. Thus, little weight can be given to these arguments. Further, the internal pattern which normally deserves great weight, is much less significant in a case where there is substantial disparity between the bargaining unit and the external comparables. The internal pattern of increases must give way in such a case.

In excess of 39 FTE of the 47.3 FTE which comprise this unit may be found in three classifications. There are 21.3 Senior Library Assistants; 12.5 Library Associates and 5.5 Maintenance Workers. The Arbitrator has identified these three positions to serve as a basis for comparison to other library systems. The Senior Library Assistants are in charge of the small branches of the Brown County Library system. The Library Associate administers a medium sized branch or mobile unit. It is the Library Associate which is assigned to handle specialized knowledge areas of the Library to provide answers to reference questions in such areas. The Library Associate may be called upon to develop book lists and bibliographies; the Library Associate may be called upon to plan and carry out library programs and projects. The three classifications not only comprise the bulk of the unit, but they perform many of the duties associated with the classifications which comprise this unit.

The Arbitrator has considered the following data in making his analysis.

The Arbitrator finds it difficult to match the job duties of the Senior Library Assistant to the duties performed by other para-professionals in library systems without branches. Nonetheless, the Arbitrator finds a basis of comparison among most of the "comparable" units to the Senior Library Assistant, Library Associate and Maintenance Worker classifications.

The Arbitrator compares the library systems in the Cities of

Oshkosh, Appleton, Eau Claire, Madison and Racine, as well as, the library system in Marathon County to the Brown County System. However, these latter four systems were given substantially less weight due to the fact that the Employer recruits its employees in a different labor market (Brown County), and the other units of employees work in regions where costs for labor and goods and services vary substantially from those costs in Brown County.

The Senior Library Assistant in Brown County was compared to the Library Associate I in Eau Claire, Library Assistant I in Marathon County, Library Supervisor II in Racine, the Library Assistant II in Oshkosh, the Library Assistant I in Madison. The Arbitrator determined this comparison is appropriate on the basis of the extent of supervision and/or the operation of a branch or other similarities in duties and responsibilities.

It appears from the exhibits submitted by both the Union and the Employer that the City of Appleton has no position comparable to the Senior Library Assistant but does have one comparable to the Library Associate. The Employer suggests that the mid-point in the range should be used as a basis for comparison. In light of the longevity of the Brown County employees, the Arbitrator finds it more appropriate to employ the maximum rate as a basis for comparison. In Oshkosh, the Brown County Library Associate position compares to the Library Assistant III. In Marathon County, it compares to the Library Assistant II. In Eau Claire, it compares to the Library Associate II. In Racine, the classification similar to the Library Associate of Brown County is the Library Supervisor III. The Madison Library Assistant II compares to the Brown County Library Associate position.

The Arbitrator reviewed the job descriptions for the Clerk Typist II and III in the Courthouse and the Account Clerk II position at the Mental Health Center to the descriptions for the positions in the Brown County Library of Senior Library Assistant and Library Associate. The Arbitrator concludes that the high level clerical positions in the Courthouse are not comparable to the library positions which are the subject of this arbitration Award. The Library Assistant requires at least a two year degree; the Library Associate position carries a requirement for a four year bachelors degree. None of the clerical positions require any formal educational background beyond a high school diploma.

The clerk positions referenced by the County may function independently. The Senior Library Assistant and the Library Associate may function in the library system's branches with little direct supervision. The library para-professionals may be assigned areas of specialty in which they may be called upon to prepare programs, etc. The incumbents in the clerical positions may exercise discretion and occupy important positions in the table of organization of the Courthouse. However, the Arbitrator

can find no basis for comparing the duties and responsibilities of those positions to the positions at issue here.

Where data was available from the American Chamber of Commerce Researchers Association cost of living index for a specific community, the Arbitrator discounted the wage rates for those communities: Appleton, Oshkosh, and Marathon County (Wausau) to reflect the cost of living difference between those communities and Brown County (Green Bay). In addition, the Arbitrator provided much greater weight to the Fox Valley Communities of Appleton and Oshkosh than the data from the Cities of Eau Claire, Madison, Racine and Marathon County library systems in computing an average wage rate among comparable systems.

The Maintenance Worker in the Brown County Library system is a custodial worker whose principal duty is to clean the facility. The position is comparable to the Maintenance Worker in the Courthouse and the Building Custodian I in the City of Green Bay. Under the Union's offer, the end rate for the Maintenance Worker in 1989 would be \$8.53. The rate paid to the Maintenance Worker in the Courthouse, in 1988, is \$8.85 and to the Building Custodian I in the City of Green Bay, in 1988, is \$8.62. The Employer proposes to increase that classification to \$8.35 per hour in 1989. The Union offer is supported at this classification.

However, when the wage rate of the Maintenance Worker is compared to the rate of custodial employees in the comparable library systems, although there is a wide variance in the rates paid by the comparables, the Brown County rate is about average.

The end rate of the Union offer for 1989, \$9.07 per hour for the Senior Library Assistant and \$9.99 per hour for the Library Associate are slightly below the average of the discounted rates of employees in comparable classifications in the "comparable" library systems. The Employer offer for 1989 of \$8.89 and \$9.79, respectively, leaves the Senior Library Assistant and Library Associate well below the average of the comparables.

In 1990, the library employees in the City of Oshkosh will receive a lift in their wage rate of 4% through two increases of 2% each in that calendar year. Similarly, Marathon County has provided a lift of 4% through the payment of an increase of 2% on January 1 and an additional 2% on July 1, 1990. The City of Eau Claire has provided its library para-professionals with a 4% increase in 1990. The above data suggests that the split increase proposed by the Union with a lift of 5.25% and an end rate of \$9.56 would advance the wage of the Senior Library Assistant above the discounted average rate of the comparable library systems.

Since the Union offer generates a rate of \$10.53 by the end of 1990, it appears that the Library Associate position will approximate the average paid for this classification among the comparables. The rate proposed by the Employer for 1990 of \$10.11 at the Library Associate position and \$9.18 at the Senior Library Assistant position would retain both positions at levels well below the discounted average among the comparables.

SELECTION OF THE FINAL OFFER

In the above discussion, the Arbitrator rejects the basic assumptions underlying the Employer's position. The Employer argues that there are no comparables which may form a valid comparison for the Brown County Library system. The Employer makes this argument because it recruits all of its employees from within Brown County. However, it should be noted that in Brown County, it is the sole employer of library para-professional employees. There are no other library systems in Brown County (with the exception of the University). The other library systems located in the geographic area of the Fox Valley are municipal systems. Stated another way, if one is to be a para-professional employee in a library and reside in Brown County, one is employed by Brown County or that person must undertake a sizable commute. Secondly, the Arbitrator has rejected the comparison made by the Employer of the Senior Library Assistant and Library Associate positions to the Clerk III and Account Clerk II positions in the Courthouse and to the Clerk Typist III in the City of Green Bay (as a comparison to the Senior Library Assistant).

The Employer final offer is to be preferred under the cost of living criterion, overall compensation criterion, and its offer is consistent with its offer to other units. The Union's proposal with its year end lift rate exceeds the offers of all other collective bargaining units which are in various stages of the interest arbitration process at the time of the close of the record in this matter.

The Union proposal is based upon its claim for catch-up. The unique position enjoyed by the Brown County Library system among the various library systems in the State of Wisconsin make it difficult, although not impossible, to establish a basis of comparison to other library systems. There have been many gaps in the data presented to the Arbitrator. The question remains whether there is sufficient evidence in this record to establish a case for catch-up. The internal comparisons among maintenance-custodial workers in other Brown County units and in the City of Green Bay support the catch-up proposal of the Union at the Maintenance Worker classification.

The evidence presented for the other two classifications of Senior Library Assistant and Library Associate which comprise 72% of the Unit is difficult to evaluate. However, despite the gaps

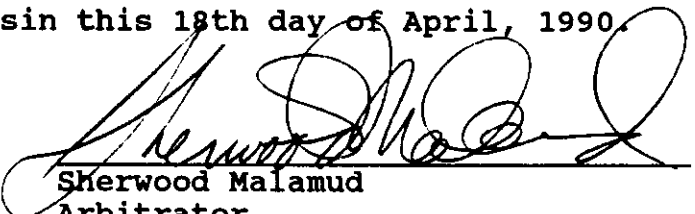
in the evidentiary record, the Arbitrator is convinced that catch-up is required. The Union's proposal places the para-professional employees close to the average, i.e., slightly above the average for Senior Library Assistant by year end 1990, and at the average for Library Associate in 1990. In light of the need for catch-up, the comparability criterion is provided with greater weight. It should be noted that the Union proposal for catch-up is not excessive relative to the increasing cost of living. Although its proposal provides the catch-up over this two year period, the 1.25% higher lift in rates over increases provided by "comparable" library systems is not excessive.

On the basis of the above discussion, the Arbitrator issues the following:

AWARD

Upon the application of the statutory criteria found at Sec. 11.70(4)(cm)7a-j, Wis. Stats., and upon consideration of the evidence and arguments presented by the parties and for the reasons discussed above, the Arbitrator selects the final offer of Brown County Para-Professional Library Employees, Local 1901-D, AFSCME, AFL-CIO to be included, together with the stipulations of the parties, in the 1989-1990 Collective Bargaining Agreement between Brown County and the Brown County Para-Professional Library Employees, Local 1901-D, AFSCME, AFL-CIO.

Dated at Madison, Wisconsin this 18th day of April, 1990.


Sherwood Malamud
Arbitrator