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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

BEFORE THE ARBITRATOR

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 In the Matter of the Petition of :
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 BROWN COUNTY PROFESSIONAL LIBRARY EMPLOYEES :
 LOCAL 1901B, AFSCME, AFL-CIO : Case 453
 : No. 45309 INT/ARB-5949
 To Initiate Arbitration Between : Decision No. 26978-A
 Said Petitioner and :
 :
 BROWN COUNTY (LIBRARY) :
 :
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Appearances:

James W. Miller, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, Green Bay, WI, for Brown county Professional Library Employees Local 1901B, AFSCME, AFL-CIO.

James C. Jacques, Assistant Corporation Counsel, Green Bay, WI, for Brown County (Library).

ARBITRATION AWARD

Brown County Professional Library Employees Local 1901B, AFSCME, AFL-CIO, hereinafter referred to as the Union, and Brown County (Library), hereinafter referred to as the County, having between October 7, 1990 and February 14, 1991 met in collective bargaining on three occasions in an effort to reach an accord on the terms of a bargaining agreement to succeed an agreement which expired on December 30, 1990, covering all regular full-time and regular part-time professional librarians in the employ of the County, and after being unsuccessful in said regard, the Union, on February 14, 1991, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the WERC, requesting the latter agency to initiate arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act (MERA), and on August 14, 1991 the WERC issued an Order, wherein it determined that the parties were at an

impasse in their bargaining, and therein the WERC certified that the conditions for the initiation of arbitration had been met. Further, in said Order the WERC ordered that the parties proceed to final and binding arbitration to resolve the issues existing between them, and in the latter respect the WERC submitted a panel of seven arbitrators from which the parties were to select a single arbitrator. After being advised by the parties that they had selected the undersigned, the WERC, on September 9, 1991 issued an Order appointing the undersigned as the Arbitrator to resolve the impasse between the parties, by issuing a final and binding award, by selecting either of the total final offers proffered by the parties to the WERC during the course of its investigation.

Pursuant to arrangements previously agreed upon, the Arbitrator conducted hearing in the matter on November 21, 1991 at Green Bay, WI, during which the parties were afforded the opportunity to present evidence and argument. The hearing was not transcribed. Initial and reply briefs were submitted by the parties to the Arbitrator by February 24, 1992, and the Arbitrator closed the record as of the latter date.

The Matters In Issue

During the course of their bargaining and prior to the date on which the record was closed herein, the parties had reached an accord on a number of issues previously existing between them on matters to be included on the bargaining agreement for the term from January 1, 1991 through December 31, 1992, except for the wage increases applicable to unit employees for the term of said agreement.

The Union's final offer proposes wage increases as follows:

- a. A 4% increase across the board, as of 1/1/91.
- b. A 3% increase across the board as of 7/1/91.
- c. A 4% increase across the board, as of 1/1/92.
- d. A 3% increase across the board, as of 7/1/92.

The County, in its final offer, proposes the following wage increases:

- a. A 4% increase across the board, as of 1/1/91.
- b. A 4% increase across the board, as of 1/1/92.

The Task of the Arbitrator

The Arbitrator must determine which of the final offers is more supported by the evidence adduced herein relating to the statutory criteria set forth in Sec. 111.70(4)(cm)7 of the Municipal Employment Relations Act, and therefore to be incorporated in the collective bargaining agreement between the parties.

The Statutory Criteria

The above noted statutory provision contains the following criteria to be considered by the Arbitrator in an interest arbitration proceeding:

- "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 employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.

- e. 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 generally in public employment in the same community and in comparable communities.
- f. 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 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."

Position of the Parties With Respect to the Statutory Criteria

The parties presented no material evidence or argument with respect to the criteria set forth in subsections a, c, f, h, i and j of the above statutory provision. Therefore the Arbitrator infers that the County has the lawful authority participate in this proceeding as the municipal employer involved, and that the parties will abide with the award of the Arbitrator, and further, that the interests and welfare of the public will be served by this peaceful resolution of the issues herein, and that the County has the financial ability to meet the costs which would be generated by either of the final offers. Further, it is implied that neither

party deems the criteria set forth in subsections f, i and j favor either offer over the other.

During the course of their bargaining the parties have reached accords on a number of matters, which they reduced to stipulations agreeing to incorporate same in their 1991-1992 agreement covering the professional librarians in the employ of the County.

The Issue as to the Appropriate External Comparables

The County operates the largest county-wide library system in the State. It maintains its central library and administrative offices in Green Bay, as well as branch libraries in the communities of Denmark, DePere, Wrightstown, Howard, East Green Bay, South-East Green Bay, Ashwaubenon and Pulaski, as well as a traveling Bookmobile. It serves a populations of 194,596. Professional librarians employed in the unit involved herein consist of 14.34 full-time equivalent (FTE) Librarian I positions, 2.0 FTE Librarian II positions, and 8.0 FTE Librarian III positions.

The Union contends that the most comparable external comparables consists of the library systems operated by Madison, Racine, Eau Claire, Appleton, Fond du Lac, Oshkosh and Sheboygan. The County would include the library systems operated by Appleton, Fond du Lac, Oshkosh, Manitowoc and Sheboygan.

The Position of the Union

While in the previous interest arbitrations involving the County's professional librarians the most comparable external libraries consisted of systems in near proximity to Brown County, the Union would herein expand the comparables to also include the systems

operated by Madison, Racine and Eau Claire, contending that the County's system is unique, in that it is the largest county library system in the State, and therefore it "must use unique and unorthodox comparisons to prove the case of catch up." The Union posits that the external grouping proposed by the County is not appropriate, since the professional librarians employed in each of those systems are not represented for the purposes of collective bargaining, and that therefore the inclusion of the library systems of Madison and Racine in the appropriate external grouping is warranted "to balance said grouping in terms of volumes and circulation". It would also exclude Manitowoc since the County adduced no evidence relating to the population served in said system, or the number of volumes it handles, and further that the increases granted by the latter system are "discretionary". It points out that the County opposes the inclusion of Eau Claire for the same reason that it supports the inclusion of Manitowoc.

The County's Position

While the County presented evidence with regard to the wages paid to professional librarians in the employ of Manitowoc, in its brief filed after the close of the hearing, the County appears to have favored an external grouping consisting of the libraries maintained by Appleton, Fond du Lac, Oshkosh and Sheboygan. The County emphasizes that in the two previous interest arbitration cases involving its professional librarians, Arbitrator Robert J. Mueller (August, 1983) deemed the systems in Appleton, Oshkosh and Sheboygan as the "most meaningful comparables because of their similar size,

most closely contiguous, for which both parties supplied comparative data". Said arbitrator rejected the inclusion of the libraries of Eau Claire, Kenosha, LaCrosse, Madison, Milwaukee and West Bend.

The County refers to the interest arbitration award issued by arbitrator R.U. Miller in March 1990, involving its professional librarians, wherein the Union had proposed that the external comparable group consist of the libraries of Appleton, Eau Claire, Green Bay Board of Educations, Madison, Milwaukee, Oshkosh and Racine, and wherein the County urged that the group consist of Appleton, Oshkosh and Sheboygan. That arbitrator rejected the libraries of Eau Claire, Madison, Milwaukee and Racine, citing the rationale of arbitrator Mueller, and concluded that the libraries at Appleton and Oshkosh comprised the appropriate external grouping, on the basis that both parties had supplied data only with respect thereto.

Discussion

It should be noted that herein none of the library systems urged to be included in the most comparable external grouping by both parties established wages increases to their respective professional library employees beyond the year 1991, thus tending to affect the impact on the determination of the wage increases contained in the offers herein. Madison, Racine and Eau Claire are not in the geographic proximity to Brown County, nor was any evidence adduced that said communities share any "professional librarian" labor market common to Brown County. The Manitowoc library system has no established wage plan. Its employees are granted increases at the

discretion of management. The fact that the librarians in the employ of Appleton, Fond du Lac, Oshkosh and Sheboygan are not represented for the purposes of collective bargaining does not constitute a basis for the inclusion of the libraries at Madison and Racine ,where they are so represented. This Arbitrator concludes that the systems at Appleton, Fond du Lac, Oshkosh and Sheboygan constitute the most appropriate external comparable grouping.

The Internal Comparables

Brown County bargains collectively with labor organizations representing fifteen additional collective bargaining units, and in that regard the County and said various bargaining representatives have reached agreements in five units for the years 1991, 1992 and 1993. Agreements for 1991 and 1992 were reached in five additional units, one of which had proceeded to interest arbitration. Two additional units have settled for the year 1991, and the three remaining units, including the library professionals, have not reached any agreement beyond 1990.

The Position of the Union

The Union claims that arbitrators have found that internal settlement patterns carry little weight in "catch up" situations, and in support thereof cites arbitrator Rose Marie Baron, in an award recently issued in December 1991, involving the County's Licensed Practical Nurses employed in the Mental Health Center, as follows:

"This arbitrator continues to believe that internal comparisons ignore the special essence of each bargaining unit and its particular circumstances. Merely knowing that Brown County Sheriffs or electricians or social service professionals all received a 4% increase does not provide a complete picture of the employment situation. As

indicated in the Sheboygan County case (citation omitted) it is possible that one of the units listed might have been willing to "trade off a portion of a wage increase for an improvement in retirement benefits or expanded payout of sick leave upon retirement." The County's wish to establish a wage pattern among its collective bargaining units and the City of Green Bay will be given only minimal weight in the decision-making process."

The County's Position

The County indicates that other arbitrators have recognized that consistency with other internal bargaining units is a valid criterion on which to support an award, and that some have relied on same as being an internal equity major factor. It submitted evidence, not only with regard to the settlements with other County units, but also settlements involving the City of Green Bay and its units.

Discussion

The Union, which is opposed to utilizing any internal comparables in this proceeding, introduced no evidence relating to the conditions of employment or to fringe benefits applicable in the settlements involving the internal units of the County so as to warrant a conclusion by this Arbitrator that the parties who participated in the bargaining involving said units engaged in any trade off of "a portion of any wage increase" for any improvements in any of their fringe benefits. This Arbitrator will not ignore the impact of the settlements reached in such bargaining, or in interest arbitration, involving other units of County employees. Since the units of the City of Green Bay involve employees who are not in the employ of the County, they will not be considered for the purposes of "internal" comparisons.

The Wage Offers

Background

The only contractual issue to be determined by the Arbitrator relates to the wage increases which are to be applicable to the County's professional librarians for the two year period of the 1991-1992 collective bargaining agreement. As indicated earlier herein, the Union seeks increases of 4% as of January 1 of each year, with an additional 3% increase to be implemented on July 1 of each year, thus averaging an increase of 5.5% for each of said two years. The County's offer would generate increases of 4% as of January 1 of each year.

The Union produced a number of tabulations reflecting wage increases and wage comparisons applicable to professional librarians in the employ of the six systems in its proposed comparable external group, namely Appleton, Fond du Lac, Madison, Oshkosh, Racine and Sheboygan. None of whom established wage rates for 1992. The County's comparisons reflected in their tabulations were predicated on an external grouping consisting of Appleton, Fond du Lac, Oshkosh, Sheboygan, and Manitowoc.

Position of the Union

The Union, contrary to the County, urges the Arbitrator to consider the two offers herein with the hourly rates and percentage increases granted by its proposed external comparisons at the "benchmark" positions, namely the minimum and maximum rates applicable to the professional Librarians I, II and III, rather than comparing "average" wages earned by employees in said

classifications, since it claims benchmark comparisons tend to maintain the integrity of a compensation policy, where index values historically have been assigned to separately reward experience and formal training.

The Union also urges that the Arbitrator consider prospective career earnings of its employees with career earnings of those in the employ of the external comparables. The Union characterizes the County's contention, that the mid-year increases contained in the Union's offer represented a major "structural change" as being totally without merit, in that three of the external comparables proposed by the County granted increases during the year 1991, and that various arbitrators had determined that split year increases are applicable in achieving "catch up". The Union claims that the lack of 1992 settlements among the external comparables is irrelevant, and it contends that the impact of 1991 rates of the comparable libraries "shows that a catch up situation remains even under the Union's offer".

The Union protested the comparison of "average" wage data submitted by the County for the Librarian I, II and III, positions for 1991, since such data is dependant on the number of employees in each of said classifications, as well as their relative experience, and that the impact of such data may work to the disadvantage of libraries which are expanding services and hiring new librarians.

The Position of the County

The County contends that its offer is more reasonable than that of the Union, in that it pays the maximum rate after one year, as

compared to greater periods of time to reach the maximum rate in the comparables library systems. It emphasizes that its average hourly rate for Librarian I of \$12.26 per hour, which would be generated by its offer is only one cent (\$.01) less than the average hourly rate paid to the occupants of Library I positions in the employ of the external comparables of Appleton, Fond du Lac, Oshkosh and Sheboygan, pointing out that such average excludes Manitowoc, where the Librarian I receives \$12.13 per hour. The County points out that its Librarian I's occupy 14.34 FTE positions of the total 24.34 FTE professional librarians in its employ. The County also claims that the Union has shown no justification for a semi-annual wage adjustment in either year of their new agreement, emphasizing that the average rate of the Library I position in the comparable libraries for the year 1991 "is already below the County's offer for said position". Additionally, the County argues that the bargaining history of the parties reflect only annual increases, and that the proposed semi-annual increases constitute a demand reflecting a "fundamental change" in bargaining, which requires a "quid pro quo" from the Union, in exchange therefor.

The County also contends that arguments relating to career earnings involve projections which are speculative, and are of no probative value. It also points out that promotions to its Librarian I and II positions are influenced by seniority, whereas none of the external comparables provide for promotion by seniority, but rather on merit, at the discretion of the employer. According to the County, benchmark comparisons are not warranted in this proceeding,

since only three positions are involved "with three time in place wage rates", and "if any benchmark rate is to be used, it is the maximum rate for Librarian I".

Discussion

From the data submitted by the parties the Arbitrator has constructed comparisons relating to the minimum and maximum hourly rates, as well as the average of the hourly rates actually paid to the Librarians I, II and III in the employ of the four library systems found to comprise the most appropriate external comparable group, for the years 1990 and 1991, for which data was provided, with the hourly rate paid to said positions by the County in 1990, as well as the rates which would be generated by each of the offers herein. Said comparisons are reflected on Appendix A attached hereto.

The data revealed in Appendix A discloses the average percentage and cents per hour increases granted by the four external comparable systems in 1991 to the Librarian I, II and III positions in their employ, as well as the percentage and cents per hour increases which would be generated by the instant offers for the year 1991 to the same classified employees. The comparisons are as follows:

	<u>External Average</u>		<u>Union Offer</u>		<u>County Offer</u>	
	<u>Percent Increase</u>	<u>Average Increase</u>	<u>Percent Increase</u>	<u>Average Increase</u>	<u>Percent Increase</u>	<u>Average Increase</u>
<u>Librarian I</u>						
Min. Rate	5.0%	\$0.54	5.5%	\$0.60	4.0%	\$0.43
Max. Rate	5.0%	\$0.60	5.5%	\$0.67	4.0%	\$0.45
<u>Librarian II</u>						
Min. Rate	4.9%	\$0.51	5.5%	\$0.68	4.0%	\$0.49
Max. Rate	4.2%	\$0.61	5.5%	\$0.75	4.0%	\$0.54

Librarian III

Min. Rate	4.5%	\$0.62	5.5%	\$0.77	4.0%	\$0.55
Max. Rate	4.2%	\$0.70	5.5%	\$0.85	4.0%	\$0.61

This Arbitrator is not convinced that benchmark comparisons utilized in negotiations involving teachers is an appropriate approach to the wage issues herein, since, over and above negotiated increases, teacher pay schedules provide for automatic increases in pay for additional credits earned, as well as for additional years of service. A recent teacher arbitration award issued by this Arbitrator contained salary schedules containing twenty-eight steps, involving fourteen years of service, and eleven lanes of educational add ons. In this proceeding, data was produced for three employee classifications and the minimum and maximum rates for those classifications. Further, benchmarks in salary schedules involving teachers involved in teacher comparisons usually relate to comparable years of service and comparable additional educational add ons. Herein, the data relating to the four comparables has no such relationship, either with each other, or with the instant library system, except for the fact that the employees are identified as Librarians I, II and III. In addition, there is no consistency in the job descriptions, and the period of service to reach the maximum rates also vary.

Of the four comparable library systems, only Fond du Lac granted wage increases to its librarians effective January 1, 1991. The remaining three systems granted such increases effective as of April 10, September 29 and October 7, 1991. The latter increases for part of the year were utilized by the parties in comparing their offer

increases with the increases of said comparables, as if said increases were effective as of January 1, 1991. Further, none of the four comparables have initiated any increases for 1992, at least the record does not disclose any such increases.

The Arbitrator rejects the County's contention that the mid-year increases proposed by the Union requires a "quid pro quo" because such requests constitute a fundamental change in the history of negotiating annual increases. The Union's offer spreads the impact of the wage increases proposed in the Union's offer into four segments, rather than into two segments, during the two year period of the new agreement. The County experienced a similar exercise in its 1990 agreements covering the Supervisory and Non-Supervisory Sheriff department employees, in two separate agreements, as well as in its 1990 agreement covering the para professionals in the employ of the Library.

Comparisons of future career earnings will not be considered by the Arbitrator as having any meaningful impact on the selection of the final offer. It would have been more appropriate had the Union presented evidence relating to the wage rates paid to librarians during the years prior to 1990, to thus provide the Arbitrator with a factual picture of the alleged disparity of the County's rates with those paid by the comparables during said past years.

With respect to the "average earnings" of librarians employed by the County and the four comparable systems, as adduced and presented by the County, during the course of this proceeding, the Arbitrator concludes that such data does not provide an adequate or meaningful

measure for comparison, since the factors affecting said averages are not consistent among the comparables and the instant employer. The conclusions as to the impact of the external comparables on the offers herein will be subsequently set forth.

The Internal Comparables

Background

Attached hereto is a tabulation reflecting the percentage of the wage increases granted to County employees employed in fifteen additional bargaining units represented by various labor organizations. In addition to indicating the increases granted in 1990 to employees in said fifteen units, as well as to the professional librarian unit, said tabulation also reflects that (1) for 1991 increases were granted in twelve units, (2) for 1992 increases were granted in ten units, and (3) for 1993 increases were granted in five units. Each of said units received a consistent increase of 4.0% per year.

It should be noted that the organization representing the Licensed Practical Nurses in the employ of the Mental Health Center and the County had settled on a 4.0% increase across the board for the years 1991 and 1992. Said labor organization and the County proceeded to arbitration on other matters, including a \$.35 per hour "add on" in both 1991 and 1992 which was contained in the offer of the labor organization. Arbitrator Rose Marie Baron, in an award issued on December 20, 1991 did not accept that Union's final offer on all the issues involved.

The Position of the Union

The Union urges the Arbitrator to reject the internal settlements as viable comparisons, and in that regard cites Arbitrator Arlen Christensen in an award issued in March 1987 involving teachers, wherein said arbitrator stated as follows:

"Internal consistency is considered an important objective for the standpoint of labor peace and encouraging voluntary settlement. When internal comparables come into direct conflict with the market, however, the market must prevail. It is quite likely that the non-teaching employees of other comparable districts also receive the smaller increase than did the teachers. The evidence on that question is not in the record. In any event, the record does establish that to keep pace with the market for teachers, the district's teacher salaries must be increased more than the board's offer would provide. (Two Rivers School District, Dec. No. 23992-B)"

Position of the County

The County points out that labor organizations or the County have settled in ten of the County units for 4% increases for both the 1991 and 1992 years, and that such "internal equity" favors its identical final offer herein, thus protecting and giving incentive to future bargaining negotiations.

Discussion

While the Union has argued that the issue herein involves the market value of the librarians, it is to be noted that it introduced no evidence pertaining to any difficulty experienced by the County in recruiting or retaining its professional library staff. The evidence disclosed that in 1989 the County lost no Librarians, and employed a half-time Librarian I position that year. In 1990 a Librarian I (.67 FTE) resigned, and the County employed one full-time Librarian I that year. In 1991, one full-time Librarian I retired, a Librarian I (.67

FTE) moved out of the State, an additional Librarian I (.67 FTE) resigned to accept another position, and one full-time Librarian III also resigned, to accept a position of a Library Director in the state of Michigan. Also, in 1991 the County employed four new Librarian I's to fill one full-time position, one .80 FTE position, one .67 FTE position, and one .50 FTE position. The employment records indicate that of the twenty-six (26) professional librarians in its employ only four, at the time they submitted their employment applications, indicated that they resided outside the environs of Brown County. Thus, the Arbitrator is not satisfied that the "market value" of professional Librarians is such that it has any significant impact on the County's library with respect to the recruitment or retention of librarians in its employ, and it follows that the Arbitrator will consider the impact of the 1991 and 1992 settlements involving the internal comparables consisting of other professional, as well as the non-professional, units of County employees.

The Cost of Living

Background

Both parties submitted evidence with respect to the statutory criterion relating to the cost-of-living. The Union produced data reflecting that the CPI increased in small metropolitan areas to 4.6% and to 6.1% respectively for 1989 and 1990. The Union emphasizes that said increases exceeded the percentage salary increases experienced by unit employees of 3.0% and 3.25% as a result of the arbitration award issued by R.U. Miller.

The County's evidence indicated that for the twelve month period

ending September 1991, the CPI rose 3.4%. Neither party contested the exhibits produced by either of them.

The Position of the Union

The Union contends that its offer relating to 1991 is far better supported by the 6.1% rise in the CPI during the previous year, regardless of whether one focuses on the magnitude of the "lift" produced by its offer (7.0%), or its "effective" value of 5.5%. It maintains that the correct application of the CPI involves only the increase in wages, and not in total package increases.

The Position of the County

The County contends that its offer for 1991 is closer to the "latest" CPI increase. It also contends that the total package increases for both years of the agreement (6.8% in 1991, and 6.0% in 1992) under its offer is closer to the rise in the cost of living than are the total package cost increases which would be generated by the Union's offer (8.2% in 1991, and 8.7% in 1992).

Discussion

This Arbitrator has agreed with other arbitrators that in considering the cost of living this criterion is applicable only to increases applicable to wages and not to total package costs. The impact of the CPI on the offers herein will be set forth hereinafter.

Conclusions

The External Comparable Library Systems (Sec. 111.70(cm)(4)7)

The Arbitrator previously herein selected the libraries operated by the communities of Appleton, Fond du Lac, Oshkosh and Sheboygan as constituting the most comparable external group. The impact of the

data relating to the wages paid to the librarians in said group is weakened by the lack of evidence relating to hourly rates for the full year of 1991 in three of said comparables, and the fact that none of the four comparable group systems implemented any increases for 1992. (It should be noted that the Union did not produce any data relating to any 1992 increases, if any, granted by the three additional libraries which the Union desired to be included in the appropriate comparables, namely Eau Claire, Madison and Racine.)

In preparing the data reflected in Appendix A, the Arbitrator utilized the year end rates in effect in 1990 and 1991 paid to the librarians in the four comparable external library systems to arrive at the average rates of said four systems. The Arbitrator has previously set forth herein a tabulation reflecting the comparisons between the average of the cents per hour and percentage increases granted by the four systems, with the offers of the parties, for the year 1991. The following tabulation reflects which of the offers herein for 1991 generate increases, percentage-wise, as well as cents-wise, closer to the averages of the external increases granted the same year.

	<u>Hourly Rate</u> <u>Closest Offer</u>	<u>% Increase</u> <u>Closest Offer</u>	<u>Cents per</u> <u>Hour Increase</u> <u>Closest Offer</u>
<u>Librarian I</u>			
Minimum Rate	County	Union	Union
Maximum Rate	Union	Union	Union
<u>Librarian II</u>			
Minimum Rate	County	Union	County
Maximum Rate	Union	County	County

Librarian III

Minimum Rate	County	County	County
Maximum Rate	Union	County	County

Because of the shortcomings with respect to the data pertaining to the external comparable library systems discussed previously herein, as well as the mixed results set forth in the preceding tabulation, the Arbitrator concludes that the criterion set forth in Sec. 111.70(4)(cm)7a does not sufficiently favor one offer over the other, so as to warrant a definite conclusion with regard thereto.

The Internal Comparables (Sec. 111.70(4)(cm)7e)

A review of the data set forth in Appendix B reveals the following conclusions:

1. The employees in all fifteen internal units of the County received increases for the 1990 year, which averaged 3.57%, some 0.44% over the 3.25% received by the professional librarians. The latter increase (a) exceeded the percentage increase granted to employees in three units, (b) equaled the percentage increase granted to employees in seven units, and (c) was below the percentage increase granted to employees in five units.
2. The employees in the twelve units which settled for 1991 received a 4% increase, which is identical to the County's offer to the librarians.
3. The employees in the ten units which settled for 1992 received a 4% increase, which is identical to the percentage increase contained in the County's offer for that year.

Based on the above, and especially for the reason that the internal comparable units consist of a broad variety of classifications, e.g. professional, para professionals, technical, craft, white collar and blue collar, as well as law enforcement, the Arbitrator concludes that the internal comparable settlements strongly favor the offer of the County over the offer of the Union.

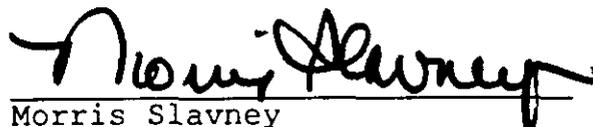
The Cost of Living (Section 111.70(4)(cm)7g)

While the cost of living rise applicable to the offers pertaining to the year 1991 favors the Union's offer, the Arbitrator is satisfied that the cost of living rise applicable to the year 1992 will not, in all probability, exceed the percentage increase contained in the County's offered increase for that year. Under such circumstances the Arbitrator cannot not conclude that said criterion favors one offer over the other for the two year agreement involved herein.

Award

On balance, the Arbitrator must conclude that the final offer of the County is deemed to be the more acceptable towards meeting the statutory criteria set forth in Section 111.70(4)(cm)7 of the Municipal Employment Relations Act, and therefore it shall be incorporated into the 1991-1992 collective bargaining agreement of the parties, together with the items and changes agreed upon during their bargaining, and, further, together with the provisions of their expired agreement which remain unchanged, either by the County's final offer, or by the mutual agreement during bargaining.

Dated at Madison, Wisconsin, this 16th day of April, 1992.


Morris Slavney
Arbitrator

HOURLY RATES

LIBRARIAN I

	<u>Four System Average</u>		<u>County Rate</u>	<u>Union Offer</u>	<u>County Offer</u>
	<u>1990</u>	<u>1991</u>	<u>1990</u>	<u>1991</u>	<u>1991</u>
Minimum Rate	\$ 10.76	\$ 11.30	\$ 10.84	\$ 11.44	\$ 11.27
Maximum Rate	\$ 13.07	\$ 13.67	\$ 12.09	\$ 12.76	\$ 12.57
Average Rate	No data	\$ 12.56	No data	\$ 12.76	\$ 12.57

LIBRARIAN II

	<u>Three System Average</u>				
Minimum Rate	\$ 12.15	\$ 12.66	\$ 12.25	\$ 12.93	\$ 12.74
Maximum Rate	\$ 14.47	\$ 15.08	\$ 13.48	\$ 14.23	\$ 14.02
Average Rate	No data	\$ 14.78	\$ No data	\$ 14.23	\$ 14.02

LIBRARIAN III

	<u>Four System Average</u>				
Minimum Rate	\$ 13.83	\$ 14.45	\$ 13.86	\$ 14.63	\$ 14.41
Maximum Rate	\$ 16.64	\$ 17.34	\$ 15.14	\$ 15.99	\$ 15.75
Average Rate	No data	\$ 17.60	No data	\$ 15.99	\$ 15.75

INTERNAL UNITS - WAGE INCREASES

<u>UNIT</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>
Airport	3.25 %	4.0 %	4.0 %	4.0 %
Courthouse	3.25 %	4.0 %	4.0 %	4.0 %
Electricians	3.23 %	4.0 %	4.0 %	4.0 %
Highway	3.23 %	4.0 %	4.0 %	4.0 %
Mental Health Center (RN'S)	8.0%	N/S	N/S	N/S
Mental Health Center (LPN'S)	3.25 %	4.0 %	4.0 %	N/S
Sheriff (Supervisory)	(a) 3.65 %	4.0 %	N/S	N/S
Sheriff (Non-Supervisory)	(a) 3.64 %	4.0 %	N/S	N/S
Social Services (Para Professionals)	3.25 %	4.0 %	4.0 %	N/S
Social Services (Professionals)	3.25 %	4.0 %	4.0 %	N/S
Shelter Care	3.21 %	N/S	N/S	N/S
Neville Museum	3.25 %	4.0 %	4.0 %	4.0 %
Library (Pages)	3.53 %	4.0 %	4.0 %	N/S
Library (Para Professionals)	(a) 4.25 %	4.0 %	4.0 %	N/S
Mental Health Center (Professionals)	3.25 %	In arbitration		N/S
Library (Professionals)	3.25 %	This arbitration		N/S

N/S - Not settled, or bargaining has not commenced.

(a) - Average increase for year.