

**STATE OF WISCONSIN  
BEFORE THE ARBITRATOR**

**In the Matter of the Petition of**

**LOCAL 244-B. AFSCME, AFL-CIO**

**To Initiate Arbitration  
Between Said Petitioner and**

**Case 185  
No. 47264 INT/ARB-6437  
Decision No. 27379-A**

**DOUGLAS COUNTY**

**APPEARANCES:**

**James Mattson on behalf of the Union  
John Mulder on behalf of the County**

**On October 2, 1992 the Wisconsin Employment Relations Commission appointed the undersigned Arbitrator pursuant to Section 111.70(4)(cm)6 and 7 of the Municipal Employment Relations Act in the dispute existing between the above named parties. A hearing in the matter was conducted on March 11, 1993 at Superior, WI. Briefs were exchanged by the parties and the record was closed on May 25, 1993. Based upon a review of the foregoing record, and utilizing the criteria set forth in Section 111.70(4)(cm) Wis. Stats. the undersigned renders the following arbitration award.**

**ISSUE:**

**The only issue in dispute is the wage scale for Forestry Department employees which would take effect on January 1, 1992. The parties' proposals in this regard follow:**

**Union Offer**

	<b>Start</b>	<b>6 months</b>	<b>18 months</b>
<b>Conservation Tech (C.T.) I</b>	<b>\$8.00</b>	<b>8.50</b>	<b>8.96</b>
<b>C.T. II</b>	<b>9.00</b>	<b>9.50</b>	<b>9.96</b>
<b>C.T. III</b>	<b>9.50</b>	<b>10.50</b>	<b>10.96</b>

## County Offer

	Start	6 months	12 months	18 months
C.T. I	6.94	7.35	7.76	8.17
C.T. II	7.98	8.45	8.92	9.39
C.T. III	9.14	9.68	10.22	10.75

Both parties propose an additional 1.25% adjustment effective July 1, 1992 and a 3% increase effective 1/1/93.

### UNION POSITION:

This is the initial collective bargaining agreement for the Forestry Department employees who were accreted to the bargaining unit represented by the Union.

The wage rates proposed by the Union are better supported by the wage rates paid forestry department employees from comparable counties, the rates paid the County Highway Department employees, as well as the rates paid City of Superior DPW employees.

Status quo considerations and internal settlement patters are not relevant since this is the initial collective bargaining agreement between the parties for this group of employees, and said agreement will establish the status quo for future bargains.

The County's status quo argument is unpersuasive since the prior terms and conditions of employment of the affected employees were unilaterally set. (Citations omitted)

The County's forestry acreage is the greatest in the State. The Union has proposed as comparables eight counties whose forestry department employees are represented and who have at least 100,000 acres of forest land. All eight proposed comparables have settlements in place for 1992. Regarding Iron County, the Union has used the County's proposed wage rates which are currently the subject of a rights arbitration proceeding based upon a dispute over a COLA clause.

The County's proposed comparables are less than half the size of the County in population; they all have a total property value significantly less than the County; and they all have significantly lower per capita income. The pool of comparables should be counties with forestry departments, not as in the

County's pool, where one county--Ashland, doesn't even have a forestry department with employees doing forestry work.

Under either party's offer the wage levels of C.T. I employees are the lowest in the entire comparison group.

Though no employees are currently in the C.T. I classification, this fact does not justify a classification with wage levels so entirely out of the mainstream.

The County's proposed wages for the C.T. II classification likewise fall far below comparable levels.

With respect to the C.T. III classification, the starting rate of either proposal lags behind the start rates for the maximum position from 3 counties with multiple classification. With respect to comparisons of maximum rates from multi classification counties, either offer falls well below the rates in Clark and Marinette Counties, the Iron County rate is closer to the Union's offer, and the County proposal is only supported by the Forestry Tech II rate of Washburn County.

Only when one compares the offers to the counties with a single job classification does the County's proposal to the highest paid classification have some support.

The Union's proposed schedule progressions also is comparable to the progression used in Bayfield, Burnett, Clark and Marinette counties.

Thus, the external comparables, especially as they relate to the wages of C.T. I's and II's, overwhelmingly support the Union wage offer.

Though internal comparisons have significance, they should be made with employees performing similar work. The C.T. II operates and maintains light duty equipment and vehicles. Such duties are similar to the lowest paid operator position in the County Highway Department. The County's wage proposal is significantly below the rate it pays employees in that position.

C.T. IIIs maintain and operate heavy and light duty equipment, similar to the Equipment Operator I position in the Highway Department, which again is paid at a much higher rate than that offered by the County.

Thus internal comparables as well also support the Union's position herein.

Differences exist between the employees of the Forestry Department and the employees of the Buildings and Grounds Department, based upon the simple fact that the type of work these two groups of employees perform is quite different. These differences have been recognized by the parties in their tentative agreements, which treat these two groups of employees differently in a number of ways.

Neither inability to pay nor difficulty to pay arguments were advanced by the County. In fact, the record indicates that the County compares favorably with respect to property value, levy rate, and per capita income.

Nor does the overall compensation criterion support the County's offer. Fringe benefit comparisons fail to show that the unit has an advantageous position. In fact, on two significant fringe benefits, insurance and retirement, comparable units fare better.

#### COUNTY POSITION:

The County's progression has the same percentages (size of increases) on each step as the other employees in the bargaining unit.

The progression scale proposed by the County is closer to the pattern of progression scales of other units within the County. The County proposal maintains the status quo for this unit while the Union's proposal deviates from a previous voluntarily agreed upon progression scale.

In order to alter the status quo arbitral precedent establishes the following criteria: There must be a uniform practice among the comparables, there must be a compelling reason for the change, and there must be an equitable quid pro quo, all of which factors are missing in this dispute. (Citations omitted)

The County's proposed 3% increase based on 1991 rates is consistent with the internal settlement pattern. The Union has tacitly accepted the internal pattern by agreeing to a 3% 1992 wage split for the buildings and grounds employees in the same bargaining unit. It should be noted that the County has provided one of the Tech II's a \$.35 per hour adjustment to bring both Tech II's to the same rate.

In actual dollars over 1991 rates the Union is proposing an adjustment over and above the internal pattern, with no compelling reason. In fact, the total lift under the Union's proposal ranges from 6.32% to 15.07%.

The wage relationships between various Forestry Department positions would remain consistent under the County's proposal, but would change under the Union's proposal for no apparent reason.

In considering the external comparability of the parties' proposals, the County proposes using Ashland, Bayfield, Burnett, Sawyer and Washburn counties, which have been consistently used in past bargaining and interest arbitration proceedings. The County objects to the use of Clark, Langlade and Marinette counties as comparables since they lack geographic proximity to the County, and are therefore not within the same labor market for blue collar employees.

Because of the wage dispute which currently exists in Iron County over the interpretation of a COLA provision, data from said County should either not be considered or given very little weight.

Depending on which positions are compared, the County's proposal is lower than the comparables in some cases but higher in others. While the County may not have the highest wage rates, its proposal is within a reasonable range. Given the difficulty of making accurate comparisons of the various positions, and a lack of uniformity in position descriptions with the same titles, the external comparables do not provide enough guidance or compelling evidence to conclude that the County's final offer is unreasonable.

The difference in cost between the final offers is minimal, but the real issue is not cost, but is the reasonableness of the final offers.

The reasonableness of the County's proposal is supported by the fact that the County has had no difficulty retaining employees in the Forestry Department, its offer is consistent with the internal settlement patterns, it will preserve the status quo in that regard, and it is within the range of wages paid by external comparables.

#### DISCUSSION:

A number of comparisons are relevant to a determination of which of the two offers at issue herein is the most reasonable and comparable offer.

In that regard, the undersigned believes that employees performing similar types of jobs in Bayfield, Burnette, Iron, Sawyer, and Washburn counties are the most appropriate external comparables to utilize in this proceeding based upon geographic proximity and similarity of duties and responsibilities. Though the wages of such employees in Iron County are

currently in dispute, per the Union's suggestion, the undersigned will utilize the County's proposed wages in said dispute as the appropriate comparable to utilize herein.

Though comparisons of wages between counties is somewhat difficult based upon distinctions between job titles and duties, the undersigned will utilize, as a basis of comparison, the minimum, mid point, and maximum rates of pay of employees with generally similar responsibilities in other counties as the basis for comparing the rate of pay of the C.T. I, II, and III positions, recognizing that such comparisons are, at best, a rough approximation of the comparability of the proposals at issue herein.

Utilizing this approach it is apparent that the Union's proposal for the C.T. I position is significantly more comparable to the external comparables than is the County proposal. However, less weight must be given to this comparison than the C.T. II and III positions since there are no incumbents in this position, and accordingly no current employees will be affected by the outcome of this dispute.

When comparing the proposals for the C.T. II position, again the Union's position appears to be more in line with the comparable mid point average of the external comparables, though the comparability data which the undersigned has utilized to make this comparison is not very reliable.

A comparison of the maximum rate of pay for the C.T. III position clearly supports the reasonableness and comparability of the County's proposal over the Union's proposal.

When the progression scale of the two proposals is compared with external comparables, there is no discernable pattern supporting the reasonableness or comparability of either proposal.

When internal comparisons are made however, the County's progression scale is clearly more comparable than the Union's.

Similarly, the percentage value of the County's proposal is also more in line with internal settlements than the Union's proposal.

However, the wage rates the County pays Equipment Operator I's and II's in its Highway Department, who operate the same type of equipment that the Forestry Department employees operate, strongly support the comparability and reasonableness of the Union's proposal.

All of the foregoing considerations indicate the the Union's proposal for the C.T. I and II position are more reasonable than the County's proposal, and that the County's proposal for the C.T. III position is more reasonable than the Union's.

The undersigned is thus forced to select between two somewhat flawed final offers. Though the undersigned is persuaded that the Union's proposal is somewhat excessive for the C.T. III position, said proposal will bring the wages of affected employees more into line with both internal and external comparable wages than the County's proposal, and accordingly, the Union's proposal will be selected in this dispute.

Based upon all of the foregoing considerations the undersigned hereby renders the following:

#### ARBITRATION AWARD

The Union's final offer shall be incorporated into the parties' 1992-1993 collective bargaining agreement.

Dated this 22<sup>nd</sup> day of June, 1993 at Madison, WI.

  
Byron Yaffe  
Arbitrator