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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In The Matter of the
Arbitration

Between

VERNON COUNTY COURTHOUSE AND HUMAN SERVICES EMPLOYEES, LOCAL 2918, AFSCME, AFL-CIO

And

VERNON COUNTY

Arbitrator's Decision
and Award
Case 91, No. 50387
INT/ARB-7152
Decision No. 28022-A
Milo G. Flaten, Arbitrator

SCOPE AND BACKGROUND

This arbitration arises over a dispute between the Vernon County, Wisconsin Courthouse and Human Services Union, Local 2918, AFSCME, AFL-CIO (hereafter "the Union") and Vernon County, a municipal corporation (hereafter "the Employer") over the provisions of the proposed collective bargaining agreement between the parties for 1994-1995 (hereafter "the Contract").

On January 19, 1994 the Union filed a petition with the Wisconsin Employment Relations Commission wherein it alleged that an impasse existed between it and the Employer in their collective bargaining, and it requested the Commission to initiate arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. Subsequently, a member of the Commission's staff conducted an investigation in the matter and submitted a report. The report concluded that an impasse indeed existed between the parties and recommended that arbitration be initiated for the purpose of issuing a final and binding report to resolve the impasse. Subsequently, the Labor Relations Commission submitted the names of a panel of neutral arbitrators to the parties from which they selected Milo G. Flaten of

Madison, Wisconsin as arbitrator. The matter was submitted to the arbitrator on briefs alone together with supporting exhibits.

Appearing for the Employer was Attorney Jerome Klos of Klos, Flynn & Papenfuss-Chartered, LaCrosse, Wisconsin, and for the Union was Daniel R. Pfeifer, Staff Representative, Madison, Wisconsin.

The Employer is a municipal corporation maintaining its courthouse and other offices at Viroqua, Wisconsin. The Union represents the hourly employees of the Employer's Courthouse and Human Services Department. The 1992-93 Labor Contract between the two expired on December 31, 1993, but the parties continued the bargaining which had begun in October, 1993.

FINAL OFFERS

After the give and take of collective bargaining and negotiation, the parties were finally able to settle all but a single issue which remains for arbitration, that issue being a difference in their proposals for the longevity pay schedule.

In this regard, the Union proposes for its Final Offer that the Contract grant an increase of one and one-half percent of a Union employee's gross wages after five years of service, a one and three-fourths percent increase after eight years, a two percent increase after ten years, and thereafter an increase of one half of one percent on the twelfth, fifteenth, eighteenth and twentieth year, which would result in a four percent increase on the twentieth year.

The Employer proposes for its Final Offer that the Contract's longevity provision should provide a one percent increase onto gross wages after five years and thereafter an increase of one quarter of one

percent on those same years used in the Union's proposal, namely the eighth, tenth, twelfth, fifteenth, eighteenth and twentieth years, for a total increase of two and one-half percent on the twentieth year.

By Wisconsin law, the arbitrator must select one or the other of the parties' Final Offers without modification.

POSITIONS OF THE PARTIES

The Employer

The Employer takes the position that its Final Offer on the longevity schedule is the more reasonable. It points out that Union wages and fringes have been increasing faster than the increases in the Consumer Price Index despite the fact that bargaining unit employees have kept the same work assignments and the same workload from 1985 through 1993. The Employer declares that in that 8-year period the scheduled monthly salary has increased from $879.02 to $1,386.95, or 50 percent, and the health insurance paid by the county has increased 152 percent, all within a time frame wherein the Consumer Price Index has only increased 31 percent.

The Employer argues next that longevity pay is not, as the Union would have us believe, justified merely because the employee has been around on the job for additional years. Longevity pay should be justified only in the event the added length of service combines actual value to that service and then it should be limited only to that added value, argues the Employer. For instance, the Employer continues, length of service for a Highway Department employee increases his/her job value as he/she becomes familiar with the use of a variety of expensive and dangerous equipment, learns to be familiar with the

assortment of roads to which he/she is assigned, and becomes familiar with his/her co-workers' abilities and practices with which dangerous assignments are undertaken. All of these factors, the Employer claims, make the employee more valuable to the taxpayer. Compare this to the length of service and the positions of the Courthouse and Human Services Union which do not add the same values and, in fact in some instances, add no increased value at all to the taxpayer.

As a result, the Employer declares, it should exercise the right to bargain a longevity schedule which reflects the employee's actual value to the taxpayer and not make all longevity schedules equal regardless of the jobs.

In summary, the Employer takes the position that its whole wage offer of 5.5 percent increase in 1994 and 4.1 percent increase in 1995, for a total of 9.8 percent increase over two years, is a fair offer and should be adopted as the more reasonable of the two.

The Union

The Union takes the position that its final offer is more reasonable than the Employer's. It points out that in the factors to be considered under Wisconsin law, such as internal and external comparables, its final offer is clearly more reasonable.

The Union further argues that because the Employer has not introduced any evidence to the contrary, its assertions concerning internal and external comparables must be accepted as a verity. In this regard, continues the Union, the Union's comparables show that the Employer's longevity schedules lag well behind other counties both in the surrounding area and throughout the state.

Internal comparisons show, continues the Union, both the Employer's Highway Department and Nursing Home employees have in their contracts a longevity provision with a maximum payment of 4 percent of gross wages, the same as that which the Union is seeking. Moreover, points out the Union, the Highway Department and the County Nursing Home employees' contracts have longevity provision which commences after the first two years of employment, whereas the employees to this dispute would not be entitled to longevity pay until after five years.

All in all, the Union summarizes, the ten factors which Wisconsin law requires must be taken into consideration in making a decision in public labor dispute show that the Union's final offer is the more reasonable one.

DISCUSSION

The Employer concedes that it traditionally, and remains to this day, on the low side of county wages and fringe comparisons state wide. It states, however, that merely because the arbitration statute requires that comparisons should be given weight does not mean that sound reasons for a disparity should not be considered. Supporting this contention, the Employer points out that while only seven of 72 counties have a less net-per-capita income, those same county taxpayers have the eighth highest county net tax rate.

In their arguments, both sides have concentrated on the single issue remaining unresolved for the 1994-95 contract. For this reason, their briefs understandably focus on longevity pay. However, because of this it is somewhat more difficult for an observer to take into account all of the factors listed at Sec. 111.77(6)(a) through (j), Wis. Stats.,

without having before him the usual avalanche of written exhibits and the arguments supporting that evidence. What has been introduced is mostly evidence on comparables with other bargaining units plus the Consumer Price Index, which is important but not all encompassing. Nevertheless, this observer was able to give consideration to all of the factors set forth in the statute in conjunction with the exhibits which were submitted by the parties.

While the poor economic conditions of the county could direct that wage savings should be enacted, Vernon County appears to this observer to be no better or worse off than surrounding counties. As stated, the Employer concedes that Vernon County lags far behind most Wisconsin counties in comparable wage pacts.

In addition, the County has granted its own Highway Department, Sheriff's Department and Nursing Home employees higher settlements than it is offering the Union.

Another compelling factor in this case is that the Employer is almost fully reimbursed by state or federal funding for the wages and benefits paid to these Union employees. Thus, a pay increase should not be felt as heavily by county taxpayers as it would in the case of other county employment.

Moreover, this observer does not agree with the Employer's assertion that over time the services of employees of this union do not take on the added value that other internal comparables do (or in some instances take on no value). By way of example, the Employer points out the Highway Department's employees who become better acquainted with the use of expensive and dangerous equipment and more familiar with the

roads. In this regard, it would seem that any employee, be they a Social Worker dealing with delicate personal and economic problems or a Minibus Driver driving those same highways would benefit from experience gained on the job just as a Snowplow Operator or a Nursing Home Attendant would.

DECISION

It is the decision of this arbitrator that in consideration of the factors provided in Sec. 111.70(7)(j) and judging all of the ingredients which are normally or traditionally taken into consideration in public service or in private employment, the proposal of the Union regarding the longevity clause of the Contract represents the more reasonable Final Offer of the two.

AWARD

That the data and material found on paragraph 7 of the Union's Final Offer dated April 12, 1994 and received by the Wisconsin Employment Relations Commission on April 15, 1994 be incorporated without modification into the 1994-95 labor contract between Vernon County and the Vernon County Courthouse and Human Services Local 2918, AFSCME, AFL-CIO.

Dated: January 10, 1995

Milo G. Flaten