STATE OF WISCONSIN

Before the Interest Arbitrator

In the Matter of the Petition of Local 2470-A AFSCME, AFL-CIO For Final and Binding Arbitration Involving Personnel in the Employ of the County of Monroe	Case 115 No. 52145 INT/ARB-7546 Decision No. 28454-A

APPEARANCES

For the Union:

Daniel Pfeifer, Staff Representative

For the Board:

Ken Kittleson, Personnel Director

PROCEEDINGS

On July 13, 1995 the undersigned was appointed Arbitrator by the Wisconsin Employment Relations Commission pursuant to Section 111.70 (4)(cm)6. and 7. of the Municipal Employment Relations Act, to resolve an impasse existing between Local 2470-A, AFSCME,

AFL-CIO, hereinafter referred to as the Union, and the County of Monroe, hereinafter referred to as the Employer.

The hearing was held on September 22, 1994 in Sparta, Wisconsin. The Parties did not request mediation services. At this hearing the Parties were afforded an opportunity to present oral and written evidence, to examine and cross-examine witnesses and to make such arguments as were deemed pertinent. The Parties stipulated that all provisions of the applicable statutes had been complied with and that the matter was properly before the Arbitrator. Briefs were filed in this case and the record was closed on October 26, 1995 subsequent to receiving the final briefs. Final arguments regarding receipt of additional exhibits were received December 14, 1995.

ISSUES

The issues of this case are as follows:

	UNION	COUNTY
Wages across the board	01/01/95 - 3.25% 01/01/96 - 3.25%	01/01/95 - 2.50% 01/01/96 - 2.50%
Health Insurance	Employee caps to remain at $28/ single; $66.50/ family for duration of agreement	01/01/95 through 12/31/96 - Contribution caps to remain at $28/single; $66.50/family.

		01/01/96 - $31/ single; $75/ family
Retirement	01/01/96 - County contribution increased up to 6.5%	Status Quo(6.2%)

All tentative agreements that were reached during bargaining would be included in the new agreement. All other terms and conditions would be renewed except for the applicable date changes.

The issue then remains - should the Arbitrator select the final offer of the Union or the final offer of the County as final and binding on the Parties.

UNION POSITION

The following represents the arguments and contentions made on behalf of the Union:

The Union and the County disagree as to the appropriate comparables in this case. In only one other previous interest arbitration were the Counties of Buffalo and Peppin included. That was a case involving highway department personnel and not employees of this unit. Even in that arbitration the Arbitrator

did not establish a comparability pool. Therefore, the Union takes the position that the demographic information from Buffalo and Peppin Counties has not changed to such a degree that the established comparability pool should be altered. Therefore, it is the Union's comparables consisting of the nine counties that are most appropriate.

The Union has submitted exhibits which show that the County per capita income has increased by over 21% between 1989 and 1993. In addition, there are significant property value increases and reduced tax levies noted in Union exhibits. Regarding the Consumer Price Index (CPI), the Union contends that its offer of 6.5% for the two year period is closer to the 6.8% CPI increase than the County's two year wage increase of 5%. Likewise, even if one would utilize a total package approach, it is the Union's final offer that is supported.

The Parties had previously agreed to dovetail some positions so as to eliminate some of the automatic step increases. The County makes its comparison to only Level 1 positions. This is inappropriate because workers in comparable counties are able to achieve larger step increases. Therefore, the County's exhibits are comparing apples to oranges. The exhibits show that the economic support worker's minimum pay is $.53 per hour above the minimum average of the comparables and

the maximum is $.25 per hour above the average for the comparables.

Likewise, for social service aide, all levels of social service aide should be compared to the ages paid by Monroe County in the comparable counties. In addition, the social service aide receives $.71 per hour above the minimum average, and the maximum is $.18 per hour above the average of the comparables. The same arguments would apply to the clerk/typist position. A clerk/typist is paid $.23 per hour above the minimum average and $.68 per hour below the maximum average of the comparables.

Although Monroe County is not the wage leader, its wages for economic support worker and social service aide are above the average of the comparables. Clerk/typists are below the average of the comparables. This should not result in a sub-standard wage increase which could result in the erosion of Monroe County's relative standing among the comparables. The Union takes the position that such considerations as the cost of living, the wage increases of external comparables, and this bargaining unit's consistent final offer with the other bargaining units should carry greater weight. The Union has provided a number of citations regarding the settlement pattern for wage leader units. The Union notes in its Exhibit 19 that the 1995 average wage increase of the five comparables is 3.5% with no settlement less than 3%. There is only one settlement

for 1996 and that is 3%. Therefore, the County's wage offer of 2.5% in each year is clearly sub-standard.

With respect to the health insurance proposal, six of the comparable counties pay a greater percentage of the health insurance premium for the single plan than Monroe County. Three of the six comparable counties pay a greater percentage of the health insurance premium for the family plan than Monroe County. Monroe County employees contribute more for the single plan for health insurance than all six of the comparables. Also, Monroe County employees contribute more for the family plan than three of the six comparables. It is the County's burden to prove that a change in the status quo is warranted. It is further the Union's position that the comparables do not support a change in the status quo. In addition the County has not offered any quid pro quo for its proposed change in the status quo.

The County changed health insurance carriers for 1995. This resulted in a premium reduction. Sixteen of the employees have the family plan and three employees have the single plan. Five employees do not carry the health insurance. If the caps are continually raised as the County would ask resulting in the employee paying 13% of the premiums, the caps become meaningless. This bargaining unit has caps on the amount of health insurance paid by the employee without reference to the 87% payment. Mr. Kittleson stated that it is the County's practice that the

employee pays the amount of the cap or 13%, whichever is less. Mr. Kittleson also stated that it is the intention of the County to continue that practice. The Union notes that if the caps were utilized, it is conceivable that the County would be contributing less than 87% towards the health insurance premium.

With respect to the retirement proposal, all of the comparable contracts either already paid the full Wisconsin retirement contributions or agreed to pick up the increase in the Wisconsin retirement system. Monroe County is the only employer that has not agreed to pick up the increase in the employee's share in the retirement. The Union would take the position that the comparables support its burden of changing the status quo. The retirement was not at issue in the Monroe County Sheriff's Department because the retirement did not increase for protective services employees.

With respect to the County's exhibits, the Union notes that four counties have a lower per capita income percent of average than Monroe County. All have lost more in this category since 1969, yet those counties have offered wage increases that are higher than those offered by Monroe County in these proceedings. While the County submitted exhibits that would appear to address economic conditions, the County is attempting to claim inability to pay. It has not met its burden because it did not submit any of the financial statements required.

County Exhibit 10 shows the percent of retirement paid by the comparable counties for all employees. It does not specifically address what the comparable contribution would be for a like unit. The Union, therefore, takes the position that its Exhibit 23 would be the more relevant.

The County is attempting to establish that employees have consistently paid 13% of the health insurance premium. This is inaccurate. In 1994 employees paid only 11% of the premium. A review of Union Exhibit 22 would show that the employee contribution to the family plan is 12.88%. The Union notes that it has negotiated with the County to increase the caps once the caps are reached, rather than increasing the caps prospectively.

Regarding the wage increases, the Union takes issue with the manner in which the County calculates comparable rates. As noted above, the County did not consider all levels of economic support worker, social services aide and clerk/typist positions of the comparables. The Union would take the position that its exhibits should be given much more weight. Likewise, private sector comparisons are not appropriate. Even so, the vast majority of clerk/typists are paid in a range that is higher than clerk/typists for work for Monroe County.

It would appear that the County is arguing that an internal settlement pattern has been established. The Union would note that unrepresented Monroe County employees have no bargaining power and cannot proceed to interest arbitration. Essentially, they have to take what the County gives them. The Sheriff's Department did achieve a voluntary settlement along the lines of the County final offer, but the Sheriff's Department is only one of five Monroe County unions. The Sheriff's Department consists of only 30 employees, which is approximately 11% of the unionized work force and only 6.2% of the total County work force. The Union has provided a number of citations regarding internal patterns. The Arbitrator should ignore the exhibits which contain various Monroe County committee or Board actions since the County did not claim an inability to pay.

Therefore, the Union asks the Arbitrator to find that its offer is more reasonable based on the statutory criteria and, therefore, requests that the Arbitrator award the Union's final offer.

COUNTY POSITION

The following represents the arguments and contentions made on behalf of the County:

The County would add Peppin and Buffalo Counties to the comparables for this unit. Both Parties in their briefs in support of their respective positions involving the Monroe County Highway Department agreed to add these two counties as comparables. The County in support of its comparables stated that these were chosen based on geographic location, property tax rate, population, equalized value per capita and adjusted gross income. Therefore, the County asserts that its comparables determined by comprehensive criteria were firmly established by that 1990 interest arbitration. The County requests that the Arbitrator assign equal weight to the private sector comparables as required by recent legislative action approving the 1995-97 budget.

With respect to the Wisconsin retirement contribution, the January 1, 1996 contribution increases from 12.4% to 13.0%. The County is fully agreeable with assuming the financial liability for the .3% increase in the employer portion. The Union, however, is attempting to avoid the intent of the state law and force the County to shoulder the entire burden of the retirement increase without first negotiating the impact upon taxpayers.

The Union is asking for this economic concession equal to .6% of payroll with no quid pro quo whatsoever. Proposals of economic impact should be discussed in negotiations and not simply included in a final offer. Therefore, the County's final offer regarding retirement contributions is ultimately the more r asonable of the two because it requires that the employer and employee share equally in the increase as the state law intended.

With respect to health insurance, there are no changes proposed in the structure and magnitude of health insurance coverage and no employee contribution changes in the first year of the contract. The dispute occurs over the second year of the contract. The Union wishes to maintain the current contribution caps. The County proposes to increase those caps to $31/single, an increase of $2 per month, and a $75/family contribution cap, an increase of $8.50 per month, the same amounts which were negotiated into the Police Union agreement for 1996. The current Union contracts covering other County employees contain language which states that the employer pays 87% of the health insurance premium, while the employee pays 13%, and an established practice exists whereby human services and non-represented employees pay the same amount. The percentage contribution has remained constant while their respective contribution cap has been adjusted several times over the years. Therefore, the percentage contribution is the status quo which was originally intended to

safeguard County employees against catastrophic premium increases. The premium sharing language has been in effect in most of the counties' union contracts since January 1, 1990, and since then, the contribution caps have been increased in each succeeding contract. The County's proposal in this case is proportionate to the increases in the three previous contracts. The County would note that in actuality the employees have usually paid less than the negotiated contribution due to the application of the countywide premium sharing practice. The Union's contention that these increases are unnecessary is an inappropriate argument since there is a strong likelihood of substantial increases in 1996. The County would ask the Arbitrator to consider that it simply wants to continue the current generous health insurance coverage and maintain the current and longstanding premium sharing arrangement that is the status quo.

Regarding final wage offers, the wage rates for this unit are considerably above average among the comparables for all three positions utilizing minimum and maximum rates. The preponderance of the Union employees are at or near the maximum rate, therefore, that is the most relevant in these proceedings. The County's maximum rates greatly exceed the comparable average. In addition, private sector comparables are also considerably below the wage rates the Union's enjoys. This indicates the success that public sector employees have enjoyed over their

private sector counterparts through the provisions of the Wisconsin statutes. The County refutes any arguments regarding practices and wage settlements. Such arguments would suggest that a 4% wage increase should continue into perpetuity. Non-represented employees in the Police Union have settled for a 2.5% wage increase each year. This accounts for half of the County's employees and has established an internal settlement pattern. Arbitrators have considered internal settlement patterns as appropriate criteria. The County's final wage offer will continue the wages of this group near of the top of the public and private sector comparables.

Both final offers are consistent with the Consumer Price Index. The County asserts that its offer reflects a reasonable cost of living increase based on the arbitration principle that the internal settlement is the best reflection of the cost of living criteria.

Finally, the County asked the Arbitrator to review the local economic conditions contained in its exhibits bearing in mind the Municipal Collective Bargaining Council determined that great weight should be given to local and/or state economic conditions. Local conditions require that the County live within its budget and not pay wages that are drastically higher than the public and private sector comparables resulting in ever increasing property taxes. The interest and welfare of the

public is best served by equity and wage increases among the County bargaining units. While the County does not argue an inability to pay, it believes that the Union must prove a need to deviate from the internal settlement pattern. The public is better served when the internal pattern is maintained.

The County asserts that its final wage offer is more reasonable based on the local cost of living criteria, the internal settlement, public and private sector wage comparisons and local conditions as defined by the efforts of local elected representatives to control the cost and growth of County government on behalf of local tax payers. The County urges the Arbitrator to choose the County's final offer as the more reasonable of the two.

DISCUSSION AND OPINION

Prior to a discussion on the merits of this case the arbitrator will rule on evidence presented to the Arbitrator by the Employer subsequent to the filing of briefs on October 26, 1995. The Parties were given ample opportunity to argue the inclusion or exclusion of this information consisting of an interest arbitration award involving the Parties. The County argued that the award is public information an should be given whatever weight the Arbitrator considers appropriate. The Union

vigorously objected to inclusion and countered with fourteen pages of citations in support of its position. The Arbitrator was particularly persuaded by Arbitrator Kerkman's Sauk County decision and finds that this evidence will not be considered since it is untimely and inappropriate.

With respect to the comparables, the Parties have agreed to include the cities of Sparta and Toma among the comparables for this unit and this Arbitrator can find no reason not to accede to their request. Regarding the counties of Peppin and Buffalo, it is the Employer that has asked to include those two additional counties as part of the comparable group citing a 1990 interest arbitration (Int/Arb 5185). In that case for whatever reasons both sides were agreeable to having the Arbitrator consider those counties as comparables. However, that arbitrator did not make an analysis of whether or not Peppin and Buffalo Counties were appropriate since the Parties were in agreement. The Arbitrator notes that interest arbitration 5185 involved the highway department.

In any event in this case we do have a dispute. The Union has asked that the Arbitrator not include Peppin and Buffalo Counties in his analysis. After reviewing all of the evidence presented, the Arbitrator notes that both counties are significantly smaller than Monroe, they are not contiguous as are all the other comparables, there is no agreement to include those

two counties in the comparable pool, and, therefore, the Arbitrator can find no reason to change the comparable group for this bargaining unit and will find in favor of the Union with respect to this aspect of the case.

Regarding health insurance coverage, the Union has proposed the maintenance of the current caps for single and family coverage while the County has asked for increases in those respective caps. The Arbitrator also notes that the County has committed to the principal that employees would be held to a 13% contribution rate or the cap maximums whichever is less. Historically, the caps have been raised in previous negotiations. In addition, the employer has been internally consistent with respect to either contract language or practices regarding employees' contributions towards their health care coverage. The Arbitrator further notes that the County is not asking for any lessening of benefits as is so common in interest arbitration cases. The Union counters the County's argument by stating that employers in comparable counties pay a somewhat higher percentage of their health care premium, obviously, somewhat more favorable to those employee groups. However, the Union's data shows there is no significant disparate treatment so as to fully counter the employer's pattern in this matter. Therefore, the Arbitrator will find that the employer's position with respect to health care contributions would be favored provided that the employer is willing to continue its practice of

allowing employees to contribute 13% of the total contribution or the cap, whichever is less. The Arbitrator is confident that the employer's commitment made both at the hearing and in its brief is a firm commitment and will be followed into the future.

With respect to retirement contributions, the Union has requested that the employer assume an additional .3% of the employees' share for retirement benefits. The employer has claimed that the Union has made this proposal after the negotiations had been completed and an impasse had been reached and, therefore, cried "foul." The Union countered by stating that it did not learn of this change in the state law until after the Parties had reached an impasse. The timing of this, of course, is unfortunate in that the Parties did not have an opportunity to discuss this matter in negotiations. This Arbitrator is very reluctant to impose upon either side an item which had not received the benefit of the collective bargaining process.

The Arbitrator also notes that the County has had a uniform practice with respect to retirement contributions for all of its employees and to impose this on the employer again without the benefit of the collective bargaining process is not acceptable to this Arbitrator. The Arbitrator finds that, even though this was not at all the fault of the Union, the timing of this matter is

such that it best be left to the next round of negotiations which will be taking place shortly.

Regarding the wage proposals, this is much more of a mixed bag situation. The Union has, and rightly so, pointed out that, based on the external comparables, on a percentage basis the employer has offered this bargaining unit somewhat less than the "going rate" among comparable public sector employees in this area. The employer has countered that it has been internally consistent with respect to its wage offers. However, the only voluntary settlement able to be shown by the employer is with its police unit. This Arbitrator has found in numerous other cases that police and fire units are not necessarily directly comparable to other units of government. They have very different job responsibilities and duties and are not necessarily enough by themselves to make an internal pattern. In addition, the Arbitrator notes that the police unit is a relatively small unit and by itself is clearly not enough to establish an internal pattern.

The other settlement is with the non-represented employees and, while perhaps there have been some discussions, those employees generally do not have any option to them other than to accept whatever the employer is willing to give. True, this is a large group of employees, but again, because of their non-represented status, they are not directly comparable to this

unit. The Arbitrator finds that the settlement of the police unit should be taken into account but is not in any way determinative in this case.

This leaves the Arbitrator with making a determination as to how this bargaining unit compares to the external comparables. The County provided a tremendous amount of data with respect to private sector employees and, while that data is certainly interesting, having spent a good deal of time in his career involved with job evaluation and job analysis, this Arbitrator is well aware that comparisons based on title alone are generally subject to significant error rate. Therefore, while this data should be given some consideration, it is not nearly as persuasive as the public sector external comparables. As noted above, the percentage offers do somewhat favor the Union's position, however, it is not percentages that employees take to the store to buy their groceries, it is actual dollars paid that are in the final analysis the appropriate criterion against which to balance the respective offers.

Based on this, the Arbitrator finds that the data provided, the economic support specialist position and social service aide are being paid and would continue to be paid under either offer significantly above the average for the comparables. The clerk/typist position does not show these same differentials.

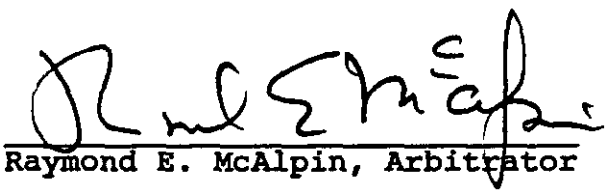
The percentage offers favor the Union's position. The actual rates paid offer somewhat favors the employer's position. The Arbitrator further finds that either offer could be acceptable based on the cost of living data provided and the external comparables which are an additional measure of cost of living comparability. Therefore, at best with respect to wages we have a draw. Again, this Arbitrator is faced with a rather close call based on the employer prevailing on the health care and retirement proposals and the fact that the actual wages paid to the employees in this bargaining unit are certainly in line with the external comparables. The internal comparable favors the employer. The Arbitrator will find that, while neither side has made an offer that is 100% appropriate, after reviewing all of the facts and evidence presented, it is the County's proposal that is more reasonable and meets the statutory requirements.

AWARD

On the basis of the foregoing and the record as a whole, and after full consideration of each of the statutory criteria, the undersigned has concluded that the final offer of the County is the more reasonable proposal before the Arbitrator, and directs that it along with the predecessor agreement, as modified by stipulations in bargaining, constitutes the 1995-96 agreement between the Parties. The Arbitrator would also again note for

the record that this award is based on the commitment by the County that it intends to abide by its practice with respect to health care contributions of having the employees contribute 13% of the respective premiums or the caps which would be included in the labor agreement, whichever would be less.

Signed at Oconomowoc, Wisconsin this 16th day of December, 1995



Raymond E. McAlpin, Arbitrator