

BEFORE THE ARBITRATOR

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AUG 29 1997

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Arbitration Between

JUNEAU COUNTY HIGHWAY EMPLOYEES
UNION, LOCAL 569
AFSCME, AFL-CIO

and

JUNEAU COUNTY

Case 117
No. 53373
Int/Arb-7777
Decision No. 28939-A

Appearances: For the Union David White
For the County Mark B. Hazelbaker, Esq.
Bell, Metzner, Gierhart & Moore

Before: Fredric R. Dichter, Arbitrator

DECISION AND AWARD

On February 17, 1997, the Wisconsin Employment Relations Commission, pursuant to Sec. 111.77(4)(b) of the Municipal Employment Relations Act, appointed Fredric R. Dichter to serve as arbitrator to issue a final and binding award. The matter involves an interest dispute between AFSCME, Local 569, hereinafter referred to as the Union and Juneau County, hereinafter referred to as the County. A hearing was held on March 21, 1997 at which time the parties presented testimony and exhibits. Following the hearing the parties elected to file briefs. Those briefs have been received by the arbitrator. The arbitrator has reviewed the testimony, exhibits and briefs filed by the parties in reaching his decision.

ISSUES

The parties reached agreement on most of the items to be

included in the successor agreement. All the tentative agreements are incorporated into this Award. The following are the outstanding issues.

The UNION OFFER:

Wages

3.25% across the Board increase effective 1/01/96

3.25% across the Board increase effective 1/01/97

Retirement

The Employer shall pay the employees monthly contribution to the Wisconsin Retirement Fund up to 6.5%.

THE COUNTY OFFER:

Wages:

2.6% across the board increase effective 1996

3.0% across the board increase effective 1997

BACKGROUND

Juneau County's population is over 22,000. Many of the employees are covered by various collective bargaining agreements. The employees involved in this dispute work in the Highway Department. There are approximately 36 employees in the bargaining unit. A majority of the employees in the bargaining unit work as either equipment operators or patrolman.

STATUTORY CRITERIA

The parties have not established their own procedure for resolving impasse over the terms for a new collective bargaining agreement. They have agreed to binding arbitration under the Municipal Employment Relations Act. Section 111.70(4)(cm)7 provides

that an arbitrator consider the following in reaching a decision:

7. 'Factor given greatest weight.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator shall consider and give the greatest weight to any state law or directive lawfully issued by a state legislative or administrative officer, body or agency which places limitations on the expenditures that may be made or revenues that may be collected by a municipal employer. The arbitrator shall give an accounting of the consideration of this factor in the arbitrator's decision.

Section 7g then reads:

'Factor given greater weight'...The arbitrator shall consider and give greater weight to economic conditions in the jurisdiction of the municipal employer than to any of the factors specified in subd. 7r.

Section 7r sets forth the other factors an arbitrator must consider:

- 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 employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of wages, hours, and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities.
- f. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees in the private employment in the same community and in comparable communities.
- g. The average consumer prices of goods and services commonly known as the cost-of-living.
- h. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation holidays, and excused time, insurance and pensions, medical and hospitalization benefits, the continuity of 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 UNION

The criteria required to be given the greatest weight does not favor either party. There are no financial limitations placed upon the County that impact upon the arbitration.

The appropriate comparables were established in a prior arbitration involving the same parties. The Union seeks to utilize the same ones in this dispute. Arbitrators should not change the comparables that have been established. Continuity is important to the collective bargaining process. There has been no change in circumstances since those comparables were established that would justify any variation here. Those Counties that are larger than Juneau were also larger in the past.

The economy of Juneau County "is no worse than that of the comparables." Per capita income while lower here is not substantially less than several of the other Counties. In recent years, the increase in per capita income is approximately the same as the average increase of the others. Over the last 12 years, the increase has been greater than any of the other comparables. The increase in jobs is also well within the average of the others, and is above average over the last 12 years. Sales tax revenue has

increased more than in the other comparables. Juneau County's economy is more than keeping pace with that of the comparables.

The wage proposal of the Union is in line with the wage increases offered in the comparable Counties. Its proposed increase is in the middle of the others. The County proposal is at the bottom for 1996. In 1997, the County proposal is greater than only one other comparable. The Union proposal is lower than four other Counties. This is true whether one uses percentages or cents per hour increases.

There are certain benchmark classifications within the bargaining unit. The average wages paid in other jurisdictions is higher than the wages paid for the same classification in Juneau. The County offer would place the employees wages even lower in comparison. The deviation from the average would increase in each of the two years. The ranking also falls one to two places during this two year period.

POSITION OF THE COUNTY

The passage of the new law changed the significance of the various criteria. Local economic conditions are to be given greater weight. Even if the other criteria favor a particular award, an arbitrator must be "responsive to the employer's local economic conditions." Economic conditions are relevant in this case.

The new law supports the Employer's argument that the comparables to be used should be changed from the ones used previously. An arbitrator must "as a matter of law, disregard data

from communities which have dissimilar local economic conditions." Three comparables previously used were Columbia, Sauk and Wood, They are substantially larger than Juneau. Their population, labor force, and tax levies greatly exceeds that of Juneau. They have a lower jobless rate. They share labor markets with Dane and each other to a much larger extent than they do with this County.

Green Lake, Richland and Waushara Counties have economies similar to that of Juneau. These Counties should be included in the list of comparables. They are all similar in size to Juneau.

Local economic conditions make the Union proposal unaffordable. The per capita income is lower than average and it has a high percentage of people below the poverty line. Under the statute, the criteria that is to be given greater weight supports the County's proposal.

COLA also supports the Employer proposal. COLA has increased by less than 2%. The proposal of the County exceeds COLA. The Union proposal exceeds it by even more. Internal comparables also favor the County. The same increases proposed by the County here were awarded in arbitration for another bargaining unit.

The rank of the County would not really change under the Employer proposal since those ranked from 3 through 8 pay wages that very close to each other. The total difference between ranks 3 and 8 is only \$.76 in 1995. The difference in 1996 and 1997 would be \$.74 under either proposal. While Juneau would drop one place under the County proposal, the actual wage difference is minor.

The difference in the cost of the proposals over the two year

period is \$17,678. While this amount would not bankrupt the County, it is enough money to be given consideration when evaluating the parties offers.

DISCUSSION

The Legislature established numerous criteria to be examined by an arbitrator in interest arbitration. Not all factors are relevant in every case. Greatest weight must by law be given to any limitations on expenditures placed upon an employer by a government body. An arbitrator must account in the decision for consideration of this factor. That this factor must be given greatest weight does not mean that this factor is necessarily relevant to the dispute. Such is the case here. Neither party has pointed to any governmental limitation on the County. Frankly, it is in school districts where such limitations are more often involved, and not in general governmental operations. The absence of any limitations nullifies the effect of this criteria to this case.

Appropriate Comparables

The County has urged this arbitrator to revisit the list of comparables to be used. In 1995, Arbitrator Baron adopted the contiguous Counties as the appropriate comparables. Those Counties are Adams, Columbia, Jackson, Monroe, Sauk, Vernon and Wood. She noted that she "must determine whether proximity is the factor which will be given greater weight than some of the other factors, such as size or per capita income." Arbitrator Baron found that the number of workers coming to Juneau from other Counties went from a

low of 17 to a high of 656.¹ She found there to be a common labor market among the contiguous counties. As a result, proximity dominated over size in the choice of comparables.

Once a list of comparables is established it is incumbent upon subsequent arbitrators to avoid wherever possible tinkering with that list. As the Union observed in its brief, many arbitrators have noted the importance of stability for future negotiations. Parties need to know whom to compare when they make their offers. If parties use the same communities for comparison they can better judge their own proposal and the proposal of the other party. How does their proposal stack up against what others have done? If they do not know who the others are, it is impossible to do any meaningful analysis. That is why so many arbitrators follow in the footsteps of their predecessors.

The County believes that the new Statute mandates a review of the previous set of comparables. Economic conditions, it notes, must be given greater weight than other factors. It argues how can a small County like Juneau be compared with large Counties like Columbia, Sauk and Wood. It says their economies are dissimilar. I do not agree with the County that the new law mandates a reevaluation of the list of comparables. The law requires the arbitrator to give greater weight "to local economic conditions." If one's economy is floundering, while others are experiencing a boom, the local economic condition is highly relevant. The net

¹ That is no different than it is today. The low is still 17 and the high is still 656.

effect would be to diminish the weight given to what others have done. If everyone is experiencing the same boom or bust, then the local economy is in line with others, and what others have done is highly relevant. There would be nothing unique to the local economy that would require a deviation from the pattern.

For the above analysis, local economic conditions must be compared with someplace else. The County argues that the comparison must be with others similarly situated. Large it says cannot be compared with small. I do not believe this is what the Statute requires. What it does require is for the arbitrator to look at the vitality of the economy in the other Counties, whichever ones they are, and to compare that with this County's economy. There might be a large county whose economy is growing at the same rate as it is in Juneau, and a small County that is growing much faster. It is these differences in growth that are important, and not the point at which the economy started.² Proximity and size have always been competing characteristics in the choice of comparables. Arbitrator Baron noted that. The size of a County does not enter into the choice of comparables any more now than it did prior to the law changing. All that was added by the new law was a comparison of the economies within the comparables, not which ones were to be used.

Having rejected a change in comparables based upon the new law, is there some other reason offered for changing the

² It may be that in a particular case that the facts will show that metropolitan areas are growing faster than rural areas. If that is so, the poor economy in the rural area will increase the importance of the greater weight factor. That does not change the comparables, only the importance of them to a particular case.

comparables. Columbia, Sauk and Wood are larger than Juneau.³ Is that any different today than it was several years ago? Has there been a change? There was no other new circumstances put forward by the County to support its proposed comparables. As noted at the outset, an arbitrator should begin with the premise that they should not change what was previously done. Change should only be made where "there are strong factors suggesting that these comparables are now inappropriate."⁴ The economic differences in size and revenue pointed to by the County for Columbia, Sauk and Wood v. Juneau do not demonstrate a sufficient change of circumstances to warrant changing the comparables.⁵ I shall utilize the same comparables previously established by Arbitrator Baron.

Wage Increases granted by External Comparables

The Union has proposed a 3.25% increase each year. The County proposes a 2.6% and a 3% increase. All of the comparable Counties have settled their agreements for 1996 and 1997, except Columbia. In that County, the Employer proposed a 3.64% increase each year while the Union proposed 2% increases on January 1 and July 1 of each year. In both parties calculations, they utilized the Employer's offer for comparison purposes. I shall do the same.

³ Arbitrator McAlpin in a recent decision involving the County and the Police Union did find that Wood County, when compared to the other comparables, "was an aberration."

⁴ School District of Marathon (Arbitrator Rothstein)

⁵ Those arguments are relevant, as will be discussed below to an analysis of the greater weight factor.

The average increase among the comparables for 1996 was 3.4%.⁶ The average increase in 1997 was 3.3%. The Union and County offers are below the average for both years. Clearly, the Union proposed increase is much closer to that of the comparables. The County offer is the smallest among all comparables the first year. While the County proposal is less than the average the second year, it is similar to the raise given in several other comparable counties. That fact is important. What the County proposes the second year is in keeping with what many of the others have done.

If one converted the percentage increases to actual dollars, the average amount of increase received by employees in 1996 and 1997 would be \$.43. The increase here under the Employer's offer is \$.31 in 1996 and \$.37 in 1997. The Union offer would increase wages by \$.39 and \$.41. Using this methodology, the Union proposal is also much closer.

One must also examine the ranking of the County among the comparables, and their overall wage relationship with those of the others. If it was well entrenched at a particular rank prior to this contract, but would lose much of the differential within the rank during the contract, that is a factor to be noted despite the fact that the rank did not change. Conversely, if the actual wage was so close that it was just above another, and after the expiration of the contract they are still almost equal, even though

⁶ The union calculated the average as 3.54%. In so doing they considered the raise in Vernon County to be 4% each year. Vernon granted a split increase of 2% on January and July 1 in both years. The total cost of the proposal is actually only 3% each year. I have used that figure to calculate the average increase.

it has now been surpassed, the rank change is not as significant as would appear at first blush. There are numerous classifications in this bargaining unit that can be compared with other Counties. For comparison here, I shall use only two benchmarks, Patrolman and Mechanic.

Patrolman in Juneau County were ranked third in 1995. In 1996, the rank stays at third under the Union offer. They were \$.10 ahead of Columbia and \$1.48 behind Wood. The gap between Juneau and Columbia would fall to \$.07. The rank falls to fourth under the County's proposal. It would fall \$.01 behind Columbia. It also falls \$.03 further behind Wood. The rank in 1997 would still be third under the Union proposal, but the gap with Columbia would fall to \$.03. The rank is four under the Employer proposal. It would now be \$.09 behind Columbia. In 1995, Juneau was \$.75 from the bottom and \$2.38 from the top.⁷ The differential in 1997 under the Employer offer is \$.50 from the bottom and \$2.43 from the top. This differential is \$.62 and \$2.31 under the Union offer. The patrolman wage falls farther from the average at the end of 1997 under the Employer offer. They would fall \$.18 further behind.

Mechanics ranked fourth in 1995 and were \$1.18 from the bottom and \$1.68 from the top. They stay at fourth under both proposals. They would be \$.93 from the bottom and \$1.93 from the top under the County proposal. The differential would be \$1.05 from the bottom and \$1.81 from the top under the Union's. Thus, they would lose

⁷ The top comparable is Adams County, which was not one of the Counties which the Employer sought to exclude from the list of comparables.

ground despite the fact that their rank did not change under both proposals. The loss is greater under the Employer proposal. The average raise given by the comparables is \$.22 higher than that offered by the Employer.

Finally, it should be mentioned that there are other classifications in the bargaining unit that have not been discussed which would lose as much as two places under the Employer proposal. It is clear that the proposal of the Union better maintains the rank that currently exists.

From the above, I find that external comparables strongly favors the Union proposal the first year. It is slightly favored the second year.

Internal Comparables

The Courthouse employees voluntarily agreed to the same raise proposed by the Employer. The Deputy Sheriffs received the same raise via arbitration.⁸ There were no settlements offered that deviated from this pattern. This factor favors the Employer.

Cost of Living Adjustment

COLA was approximately 2% in 1996. It is expected to be in that range in 1997. Both offers exceed COLA. The Employer proposal much more closely approximates the COLA increases than does the

⁸ The Employer submitted the arbitration award for the Sheriffs with its brief. It was received after the date of the hearing. The Union objected to the receipt of that Award by the arbitrator. They contend that because it was not offered at the hearing, it is inadmissible. The County countered that the Award was a change in circumstances during the pendency of the proceeding under the Statute. I agree with the Employer. The information is relevant to this proceeding, and was offered as soon as it became available. I shall accept and consider that Award.

Union's. This factor favors the County.

Economic Conditions (Greater Weight)

It has already been noted that the wage increases proposed by the County are below those given by the other comparables. That factor favored the Union proposal. Greater weight must be given to economic conditions in the County. To some extent this factor was discussed when addressing the appropriate comparables. During that discussion, I noted that one must ascertain how this County's economic growth compares with those of the comparables. If it fairs poorly, then I must give that fact greater weight than I would give to other factors. For example, I have found that the other comparables granted an average 3.5% wage increase in 1996 and a 3.45% increase in 1997. Externalists point towards the same raise for this County. However, if the economy of this County is worse, than those percentages might be too great an increase here. Something less would be mandated by the local economic conditions. That does not mean that a lower increase automatically would be required. The other factors taken together may outweigh this factor alone, notwithstanding its statutory weight. It does mean that the arbitrator must weigh this fact more heavily.

There are some indicators that demonstrate that the strength of the economy of Juneau County parallels that of the comparables. The increase in per capita income from 1992-4 is exactly that of the others. In fact, other than Wood and Vernon County all of the other Counties have experienced about the same growth. Wood was much higher and Vernon was much lower. The percentage change in tax

valuation was, in fact, higher in Juneau than the average. From 1983-95, the total work force grew by more than the average of the others. The sales tax revenue has increased by more than any other County. Thus, there are clearly factors that point towards little disparity in the economy of Juneau and that of the other Counties.

There are factors that do show a weakness in the economy of the County. The most notable factor is the unemployment rate. It stands at 6.9% It is the highest of all comparables. The average is 4.5% It is interesting that the increase in the number of jobs is above average, yet its unemployment rate is much higher. Perhaps, its population growth is outstripping its job growth. Regardless of the cause, this is a disturbing figure. There are other negative factors that should be noted. The percentage increase in the tax base is smaller here than in any of the other Counties and the percentage increase in the total tax levy is also the smallest. Both are well below the average. The percentage of residents under the poverty level is above average. The rank among all Counties within the State for per capita income fell from 52nd to 55th during the 1992-94 period. That is a larger drop than any of the others. Given the fact that the percentage increase itself was within the average, that must mean it was below the overall median increase. All of these factors point towards a weaker economy in Juneau.

It is important in this discussion to look at the economy of Sauk County. Sauk granted the largest wage increases of any of the comparables in 1996, and the second largest in 1997. It moved from

sixth to fifth place in rank. During this same period, its tax base increased by 80%, and its per capita rose by more than 2% over the average. Its work force increased by 77%. That is almost 30% above the average. It was doing very well economically at the same time that it was granting large wage increases. Therefore, the weight that its increases should be accorded is less than it would otherwise be.

There are troubling aspects to the economic well being of the County. While in some regards, it is well within the norm, in other aspects it is not. The small increase in the tax base and in the total tax levy limits the revenues that the County has available, although this is offset to some degree by the increase in sales tax revenue. The high unemployment rate in a State with a robust economy is unquestionably of concern. Given the unemployment rates elsewhere in the State, and in the comparables, this County's unemployment rate is highly significant. In Vernon County, I found that

there was no basis for this arbitrator to conclude that the economic conditions in Vernon requires the imposition of a wage increase of anything less than would otherwise be warranted by a review of the other factors set forth in the Statute.

I find that the economy of the County is a factor that is relevant here, and that it does demonstrate that an increase of something less than was given by the externals would be appropriate. The amount that the proposed raise deviates from the average must be balanced against the relative differences in the economies of the County with that of the comparables. Is the economy that much

weaker than the others so as to justify the lesser monies proposed. If an economy is only slightly weaker than the others, yet an Employer seeks to substantially deviate from the average wage increase, the merits of a lesser increase would be outweighed by the other factors.

In this case, I find that while economic differences exist, they are not so substantial as to justify the large disparity in the wage increases to be given to the employees in this bargaining unit in 1996. The average increase for 1996 was 3.5%. Even if I excluded Sauk the average increase is 3.4%. The County is proposing 2.6%. The Union proposed 3.25%. Both are below the average. The County proposal is .8% or .9% below the average. That is a fairly large. It is proposing an increase that is 77% of the average increase without Sauk and 66% with Sauk. The proposed increase is well below the average the first year. In 1997, the average was 3.45%. It was 3.22% without Sauk. The Union proposes 3.25% and the County 3%. The County proposal is 93% of the average without Sauk and 85% with Sauk. The increase proposed the second year is not inappropriate given its economy. While less than the comparables, it is not substantially less. It is also, as noted, similar in size to that given in several of the other comparables.

Summary

The difference in cost between the two proposals over the two year period is under \$18,000. While this is a relatively small County, \$18,000 is not an amount that will have a dramatic effect on the overall budget. That fact has a bearing on the overall

significance of the various factors. An arbitrator must consider how much more one offer will cost than the other. If one offer will cost substantially more, it would take more to tip the scales in favor of that offer. Where the cost difference is relatively small, less is needed to tip that scale.

Internals have been given less weight when dealing with wage issues. They are more important when discussing fringe benefits. However, this factor does favor the Employer. The same is true of COLA. It is a factor to be considered. It too favors the Employer. Traditionally, arbitrators have looked to external comparables as the prime factor to be used in analyzing wage proposals. The external comparables strongly favors the Union proposal the first year and slightly favors it the second year.

The Statute now requires an arbitrator to look first to the economy of the Employer, and to give this greater weight. I have found that there are problems in the economic well being of the County, and that this economic situation justifies some deviation from the average. The problem with the Employer proposal is that it deviates too much the first year. Their proposal is appropriate the second year.

Balancing all of the factors, I conclude that the Union wage proposal is favored the first year. The Employer offer is simply too little. A minimum 3% offer each year would have been more in keeping with what was needed. 2.67% the first year is too far off of the norm, and changes its relationship too much. However, the impact of the deviation from the comparable average caused by the

Employer proposal is lessened to some degree by the fact that this is the same raise received by the other employees in the County. The Union proposal is also less than the average. To some extent, whether intentionally or not, the Union has factored in the economic conditions by proposing less than the average of the comparables. The difference in the parties proposals the first year is only \$7,000. This small difference in the wage proposals impacts upon the significance of the offers the first year.

Both the Employer and Union proposals are below the average the second year. As a result, both again address the economic conditions in the County. Both proposals are acceptable. The Employer offer is not out of line given the circumstances. Neither is the Union's. The difference in cost the second year is approximately \$10,000. I conclude that when one factors in the economy of the County that its offer is favored. Their offer is within what the others have done, and to the extent that it deviates from the average that deviation is justified by the economic conditions.

Retirement Contribution

The Union proposes increasing the Employer contribution on the behalf of the employee to the State Retirement Fund from 6.2% to 6.5%. This would increase Employer expenses by .3%.⁹ This increase would be on top of the wage increase.

The most recent Courthouse agreement does include a 6.5%

⁹ The increase in 1997 would actually only be .2% due to the lowering of the contribution rate by the Retirement Fund.

contribution. They also received the same wage increase offered by the County here. Several of the other units have not yet settled their agreements for 1996-7. Where benefits are concerned, internals are the most relevant. The internals tend to favor the Union to the extent that such information is available in the record.

None of the external comparables were specifically referenced in the parties' submittal.¹⁰ The Union did introduce copies of the agreements reached in the other Counties. Some agreements contain no percentages, but state that the Employer will pay the full portion of the contribution. That would be the full 6.5%. The other Agreements include a 6.5% contribution rate. Vernon County was the only Agreement where no reference to retirement contribution could be found. Every other agreement was consistent with the Union proposal. Externals favor the Union.

This proposal adds an additional cost to the Employer. The parties did not cost this proposal as part of their exhibits. The County did provide the total amount of wages that it pays. Multiplying that figure by .3% and .2% would add approximately \$3500 cost to the Union proposal the first year, and just under \$2400 the second year. Thus, the difference in cost for the parties proposals increases from \$18,000 to \$24,000. I have previously discussed the economic situation in the County. The economic

¹⁰ No evidence or arguments were presented by either party concerning this proposal. The Union noted in its brief that this was still part of its offer. The arbitrator has made assumptions and calculations on his own using the exhibits that were available.

condition of the local economy is entitled to greater weight. While internal and external comparables favor the Union, the economics of the County does not.

Do the two factors favoring the Union outweigh the economic factor? This is a very close call. I find that when considering just this proposal, forgetting the wage increases for the moment, that neither proposal tips the scales in its favor. The factors that favor the Union are counterbalanced by the heavier factor favoring the Employer.

CONCLUSION

I am constrained by law to select one offer or the other. Neither offer is one that this arbitrator would fashion if given a choice. The totality of all factors favors the Union wage proposal in the first year, and tips the scales in its favor for that year. The Employer proposal is favored the second year. Balancing the two, I find that the scale is still slightly tilted towards the Union. I have found that the contribution proposal when looked at in isolation does not favor either party. There is a problem with the parties proposals which complicates my overall determination. The one internal contract that included this percentage contained a much smaller wage increase than is sought by the Union here. That would seem to favor the Employer. On the other hand, the Employer did not propose the same increase in the contribution rate in this unit that it gave in the other. To be consistent, this provision could have been part of its package. The fact that it is not

included tends to weaken its overall proposal. If I select the Employer offer, the employees here would receive the same wage increase as the Courthouse employee and the Deputy Sheriffs, but would lose the benefit of the additional contribution.¹¹ I find it very troubling that selecting the Employer proposal would cause this result.

Despite my misgivings, I must choose one offer and reject the other. I am extremely mindful of the changes in the law that places greater emphasis on certain factors. In this case, the economic situation is relevant. It is not as good as it is in other locales, but it is not in dire straits either. Is it bad enough to justify the Employer's smaller proposal? Obviously, the other Unions that did settle with the County believed so when they accepted the same increase that is proposed here. Even though the total difference in cost of the Union proposal is only \$24,000, this cost in the face of the economic conditions that exist are just too great. A County with a 6.9% unemployment rate cannot be expected to incur the same additional expense that was incurred by others. The law requires me to weigh this fact more heavily. Given that requirement, I have no choice but to select, with its deficiencies, the Employer offer. In doing so, I recognize that the employees here are losing ground to their neighbors, and that this Award may necessitate some catch up

¹¹ The Employer has indicated that it might give this increase anyway. However, I cannot consider that fact. I must take the proposals as they are written. To do otherwise, would be to modify the proposals. This I am prohibited by law from doing. LaCrosse Professional Police Assn., v. City of LaCrosse, Case 96-274196-2741.

when the economy of this County improves.

AWARD

The Employer proposal together with all other tentative agreements and stipulations shall be incorporated into the parties 1996-7 collective bargaining agreement.

Dated: August 28, 1997.



Frédéric R. Dichter,
Arbitrator