

9 1997

STATE OF WISCONSIN
IN ARBITRATION BEFORE
ROBERT J. MUELLER

In the Matter of the Petition of

MARQUETTE COUNTY

To Initiate Arbitration
Between Said Petitioner and

Case 45
No. 53629 INT/ARB-7868
Decision No. 29024 -A

TEAMSTERS "GENERAL"
LOCAL UNION NO. 200

APPEARANCES;

FOR THE EMPLOYER:

Godfrey & Kahn, S.C., Attorneys at Law, by MR. JAMES R. MACY, for the Employer.

FOR THE UNION.

Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, S C., Attorneys at Law by MS. ANDREA F. HOESCHEN, for the Union.

BACKGROUND

On September 21, 1995, the parties exchanged their initial proposals of matters to be included in their collective bargaining agreement to succeed the then current agreement that was due to expire on December 31, 1995. On December 28, 1995, the County filed a petition to initiate arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. On March 28, 1996, a staff member of the WERC conducted an investigation and found the parties were deadlocked in their negotiations. On January 27, 1997, the parties submitted their final offers to the investigator, who in turn certified to the WERC that an impasse existed. The WERC thereafter submitted a panel of arbitrators to the parties. On April 16, 1997, the WERC issued an order appointing the undersigned to serve as arbitrator in the matter to resolve the impasse by selection of the final offer of one of the parties.

A hearing was thereafter held on September 16, 1997. The parties were present at which time they presented written and oral evidence. Initial briefs were exchanged through the arbitrator on November 5, 1997. Reply briefs were filed and exchanged through the arbitrator on November 21, 1997.

STATUTORY CRITERIA

The arbitrator is bound to apply the following statutory criteria

MUNICIPAL EMPLOYMENT RELATIONS

§111.70 (4)(cm) 7 of the Wisconsin State Statutes

7. 'Factor given greatest weight.'

In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall 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 expenditures that may be made or revenues that may be collected by a municipal employer. The arbitrator or arbitration panel shall give an accounting of the consideration of this factor in the arbitrator's or panel's decision.

7g. 'Factor given greater weight.'

In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give greater weight to economic conditions in the jurisdiction of the municipal employer than to any of the factors specified in subd. 7r.

7r. 'Other factors considered.'

In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall also give weight to the following factors:

- 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 proceedings with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of the 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 the 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 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.

THE FINAL OFFERS:

Final Offer of Marquette County
To
Marquette County Courthouse Employees
Teamsters "General" Local No. 200

(1996-1998)

- 1. Article 11 - Retirement Fund - Modify 6.2% to 6.5%
- 2. Article 12 - Health Insurance - Add State Life Insurance at Basic Coverage.
- 3. Article 12 - Health Insurance - Modify Section 3 to read as follows:

"Effective January 1, ~~1993~~ 1996, the employees shall ~~County agrees to pay its share of~~ the cost of the ~~present plan including a \$100 single deductible, \$300 family deductible.~~"
- 4. Article 26 - Duration - Modify dates to reflect a three year agreement.
- 5. Article 27 - Salary Schedule - Wages -

Place Benefit Advocate at Secretary 1 rate.
Place District Attorney Secretary at Secretary 3 rate.
After above reclassifications:

Modify wages 3.25% effective 1/1/96.
Modify wages 3% effective 1/1/97.
Modify wages 3% effective 1/1/98.

UNION FINAL OFFER:

ARTICLE 7. PROMOTIONS, VACANCIES AND JOB POSTING

Section 3. Rewrite to reflect that employees who are promoted to a higher classification shall reach the full rate for said classification in no more than six (6) months; provided they have at least twenty-four (24) months of employment with the County under a Local 200 collective bargaining agreement.

Add: Section 5. Employees who successfully post for a position in another Local 200 collective bargaining unit with Marquette County shall retain their full service with the County for purposes of determining the appropriate wages and fringe benefits. The other provisions of ARTICLE 7 shall apply to said employees.

ARTICLE 11. RETIREMENT FUND

Effective January 1, 1996, change six and two-tenths percent (6.2%) to up to six and five-tenths percent (6.5%).

ARTICLE 12. HEALTH INSURANCE

Include the State Life Insurance at basic coverage with full cost paid by the County from the date of implementation of the coverage.

ARTICLE 26. DURATION

Three (3) years.

ARTICLE 27. SALARY SCHEDULE

Effective 1/1/96, increase

- Transporter	\$.60
- Cook	\$.12
- Benefit Advocate	\$.66
- Home Health Aide	\$.18
- Deputy Veterans	\$.39
- Deputy Zoning	\$.45
- Deputy Clerk of Courts	\$.45
- Deputy Register of Deeds	\$.29
- Deputy Treasurer	\$.29
- Secretary II-Health	\$.19
- Secretary II-D.A.	\$.41
- Secretary II-Victim/Witness	\$.10
- Secretary II-U.W. Extension	\$.08
- Secretary IV	\$.57

Then provide a Twenty-five Cent (\$.25) lift to all positions on January 1, 1996, then apply Thirty-nine Cents (\$.39) A.T.B. January 1, 1996; Thirty-eight Cents (\$.38) A.T.B. January 1, 1997 and Thirty-eight Cents (\$.38) A.T.B. on January 1, 1998.

Two issues remain unresolved between the parties. (1) The union's Article 7 proposal pertaining to promotions, vacancies and job posting, and (2) salary schedule.

SALARY SCHEDULE

The county's exhibits 7 and 8, attached hereto, set forth the cost analysis of the two offers as follows.

Union Exhibit				
	Base Year 1995	Year One 1996	Year Two 1997	Year Three 1998
Wages & Benefits				
Base Wages	\$ 585,173.83	\$ 637,358.85	\$ 661,422.52	\$ 685,486.20
Overtime	\$ 11,725.30	\$ 12,859.07	\$ 13,322.01	\$ 13,784.94

TOTAL WAGES	\$ 596,899.13	\$ 650,217.92	\$ 674,744.53	\$ 699,271.14
Total Wage - \$ Increase		\$ 53,318.79	\$ 24,526.61	\$ 24,526.61
Total Wage - % Increase		✓ 8.93%	✓ 3.77%	✓ 3.63%

Benefits				
Health Insurance	\$ 128,034.75	\$ 115,931.14	\$ 130,370.99	\$ 140,148.63
Life Insurance	\$ 832.97	\$ 3,239.54	\$ 3,213.85	\$ 3,419.67
Retirement	\$ 76,357.25	\$ 86,793.60	\$ 88,715.46	\$ 89,209.74
O.T Benefits (FICA, Ret., Life)	\$ 2,503.31	\$ 2,753.03	\$ 2,852.08	\$ 2,950.92
Longevity	\$ 3,544.71	\$ 4,215.82	\$ 5,051.47	\$ 5,976.28
FICA Tax	\$ 44,765.79	\$ 48,757.90	\$ 50,598.79	\$ 52,439.68

TOTAL BENEFITS	\$ 256,038.78	\$ 261,691.03	\$ 280,802.64	\$ 294,144.92
Benefits - \$ Increase		\$ 5,652.25	\$ 19,111.61	\$ 13,342.28
Benefits - % Increase		2.21%	7.30%	4.75%

Total Package				
Total Package Cost	\$ 852,937.91	\$ 911,908.95	\$ 955,547.17	\$ 993,416.06
Total Package - \$ Increase		\$ 58,971.04	\$ 43,638.22	\$ 37,868.89
Total Package - % Increase		✓ 6.91%	✓ 4.79%	✓ 3.96%

Wage Percentage Growth Over the Life of the Contract	17.151%
Benefit Percentage Growth Over the Life of the Contract	14.883%
Total Package Percentage Over the Life of the Contract	16.470%

Wage Dollar Growth Over the Life of the Contract	\$ 102,372.01
Benefit Dollar Growth Over the Life of the Contract	\$ 38,106.14
Total Package Dollar Over the Life of the Contract	\$ 140,478.15

County Exhibit

	Base Year 1995	Year One 1996	Year Two 1997	Year Three 1998
Wages & Benefits				
Base Wages	\$ 585,173.83	\$ 606,212.59	\$ 624,395.07	\$ 643,121.51
Overtime	\$ 11,725.30	\$ 12,124.89	\$ 12,488.62	\$ 12,863.38

TOTAL WAGES	\$ 596,899.13	\$ 618,337.48	\$ 636,883.69	\$ 655,984.89
Total Wage - \$ Increase		\$ 21,438.35	\$ 18,546.21	\$ 19,101.20
Total Wage - % Increase		/ 3.59%	/ 3.00%	/ 3.00%

Benefits

Health Insurance	\$ 128,034.75	\$ 115,931.14	\$ 130,370.99	\$ 140,148.63
Life Insurance	\$ 832.97	\$ 3,096.74	\$ 3,043.37	\$ 3,197.19
Retirement	\$ 76,357.25	\$ 82,536.27	\$ 83,731.13	\$ 83,676.67
O.T. Benefits (FICA, Ret., Life)	\$ 2,503.31	\$ 2,596.30	\$ 2,673.93	\$ 2,753.95
Longevity	\$ 3,544.71	\$ 4,215.82	\$ 5,051.47	\$ 5,976.28
FICA Tax	\$ 44,765.79	\$ 46,375.27	\$ 47,766.22	\$ 49,198.87

TOTAL BENEFITS	\$ 256,038.78	\$ 254,751.54	\$ 272,637.11	\$ 284,951.59
Benefits - \$ Increase		\$ (1,287.24)	\$ 17,885.57	\$ 12,314.48
Benefits - % Increase		-0.50%	7.02%	4.52%

Total Package

Total Package Cost	\$ 852,937.91	\$ 873,089.02	\$ 909,520.80	\$ 940,936.48
Total Package - \$ Increase		\$ 20,151.11	\$ 36,431.78	\$ 31,415.68
Total Package - % Increase		/ 2.36%	/ 4.17%	/ 3.45%

Wage Percentage Growth Over the Life of the Contract	9.899%
Benefit Percentage Growth Over the Life of the Contract	11.292%
Total Package Percentage Over the Life of the Contract	10.317%

Wage Dollar Growth Over the Life of the Contract	\$ 59,085.76
Benefit Dollar Growth Over the Life of the Contract	\$ 28,912.81
Total Package Dollar Over the Life of the Contract	\$ 87,998.57

POSITIONS OF THE PARTIES

INTERNAL COMPARABLES:

The union contends internal comparables support the union's final offer and specifically the proposed adjustments contained in such offer. The courthouse employees in this bargaining unit are the lowest paid hourly employees as compared to the county's non-union employees, the unionized Highway Department employees and the Sheriff's Department employees. They calculate the average wage for 1997 of the non-union courthouse employees at \$14.68. The average 1995 wage of the employees in the unionized unit of \$9.44 would have to be increased by 55% in order to reach the average non-union worker.

The two unionized units both have much higher wages than those of the employees in this unit. The average wage of a highway department employee for 1997 will be \$12.98 compared to an average wage of \$10.09 under the county's offer for the courthouse employees.

The county pointed out that there are five bargaining units in the county in addition to the non-union group. All of the other contracts have been voluntarily settled for the three year contract term except for this courthouse unit. The Highway, non-professionals, professionals and non-union groups have all settled for the same 3.25%, 3.00%, and 3.00% levels for the three years as is offered to the courthouse employees by the county's final offer. The Deputy Sheriff unit settled for a 3% increase in each of the three year contract.

Internal consistency is essential in the treatment of the county's employees. The fact that all other units settled at the same level indicates a recognition by those units of the desirability to maintain internal consistency. In addition, the county's final offer includes the upward reclassification of two classifications. The county argues that maintaining internal consistency is very important and should be given great weight by the arbitrator.

The union further argues that the internal comparables support the union's offer. They make comparison to three different groups of employees. The average wage of the non-unionized employees of the courthouse will be \$14.68 in 1997. Such group of employees was also given an average increase of 10.5% for 1994-1995. The county granted increases of 3.25% for 1995-96 and 3.0 % for 1996-97. The unionized courthouse employee's average wage for 1995 was \$9.44. They compute the difference as requiring a 55% increase to be equal to the average non-unionized employee's average wage.

The employees in this unit also are far behind the employees in the two unionized units of the Highway Department and the County Deputy Sheriff's Department. The average wage for a Highway Department employee in 1996 was \$12.19 and for 1997 is \$12.98. In comparison, the average wage for the employee in this unit would be \$10.09 for 1997 if the county offer is chosen.

The union sets forth its argument concerning the internal comparison aspect in its reply brief as follows

"There are two dimensions to a wage comparability analysis. Greatest weight is accorded to the wage levels paid by an employer to its employees. The second dimension to the wage issue concerns the year to year increase provided by each offer. (Citation omitted)

Thus, the County mischaracterized that amount of attention this arbitrator should give to the internal wage settlement pattern. The actual wages paid to the Courthouse employees as compared to the other County employees must be considered first. The Courthouse employees receive the lowest hourly wage in the county.

Further, the County failed to acknowledge the 10.5% increase it paid to the non-unionized Courthouse employees in 1994. Reliance on an external wage pattern here is not justified, as the actual wages are so disparate. It is clear that the Union's offer is the only offer which will ensure that the Courthouse unionized employees are being treated consistently and equitably by the County."

DISCUSSION:

The union's comparison to the non-union employees, the Highway Department employees and the Deputy Sheriff's Department employees is misplaced. Such comparison is one of comparing apples to oranges. The positions in each are different from each other. The duties and responsibilities are different. For a comparison to be meaningful, one should take a position such as Secretary II, having similar duties and responsibilities, and compare such position, if there be one, in the Highway Department with the same position in the Deputy Sheriff's Department with the same position in the courthouse unit. Such comparison would be meaningful. Simply taking the average wage of employees in one unit, where duties and responsibilities are completely different, and comparing it to the average in a different unit, is not meaningful.

The fact that other units and groups of employees in the county have settled on a particular level of increase, is, however, very meaningful. Such type comparison is generally afforded substantial weight by interest arbitrators. The goal of maintaining internal consistency is a desirable one. Deviation from such internal consistency is justified only where it can be shown that the group of employees as a whole or selected classifications in the group have had their historical and relative relationship with other groups or classifications eroded over a period of time so as to make the differential unreasonable. It is recognized that a consistent application of a percentage increase over a period of time will widen the differential between the higher and lower rates. For example, 3% x \$10 00 yields \$.30, whereas 3% x a \$20.. rate yields \$.60, or twice as much. Under such scenario, the purchase power of the higher rated employee is increased twice as much as the lower rated employee, yet the loaf of bread that each buys, costs the same.

On the basis of the above analysis, a cents per hour wage increase would be better designed to give lower wage employees an equal increase to those higher paid employees. From that point of view, the union's form of proposal would be preferred. Union Exhibit #13, the consent award issued by arbitrator Gil Vernon, reveals that the parties have sought to address such problem, however. Such settlement shows that the parties made some substantial rate upgrades by applications of a cent per hour increase to fifteen of the twenty classifications effective 1/1/93. In addition, a 3% increase was instituted. On 1/1/94 another percentage increase was placed into effect. On 7/1/94, another percentage increase was placed into effect, plus cent per hour increase adjustments were made to 14 of the 20 classifications. Such adjustments were made by mutual agreement between the parties. Some were quite substantial, especially in 1992, and would suggest that the amounts of the adjustments made during the term of that contract, served to bring the various classifications into reasonable relationship with others in the county. In order for the arbitrator to accept the union's proposed adjustments to the selected classifications in this case, it would be necessary for the union to make a case supporting the need for such additional proposed adjustments, especially, in view of the fact that they so closely follow a contract term where substantial classification adjustments were made by mutual agreement. There is, however, insufficient evidence in this record to establish any unreasonable disparity of the various courthouse unit rates to any other classifications.

EXTERNAL COMPARABLES

Before engaging in any comparative analysis, it is necessary to resolve the dispute between the parties as to which counties are the most comparable to Marquette and into which pool, if any, each should be placed.

At the outset, the union disputes the county's inclusion of Sauk County in the group of external comparables. They contend Waushara County is more comparable and should be included based on the fact that it was included in the group of comparables in the past when voluntary settlements were made. Waushara County is directly adjacent to Marquette County while Sauk County is not directly adjacent to the county. In addition, Sauk County is much more financially viable, much larger, and a more heavily populated county than Marquette.

The county contends this is the first interest arbitration proceedings between the parties and as a result, no prior group of external comparables has been established. In a prior case cited by the union, an arbitrator determined that a comparable pool consisting of Adams, Columbia, Green Lake, Sauk and Waushara counties was appropriate as it involved a unit of social service employees of Marquette County. In that case, all of the comparable counties were unionized. As to courthouse employees, all are unionized except Waushara. There is significant arbitral precedent supporting the exclusion of non-union employee groups from a comparability pool in an interest arbitration dispute. (citations omitted)

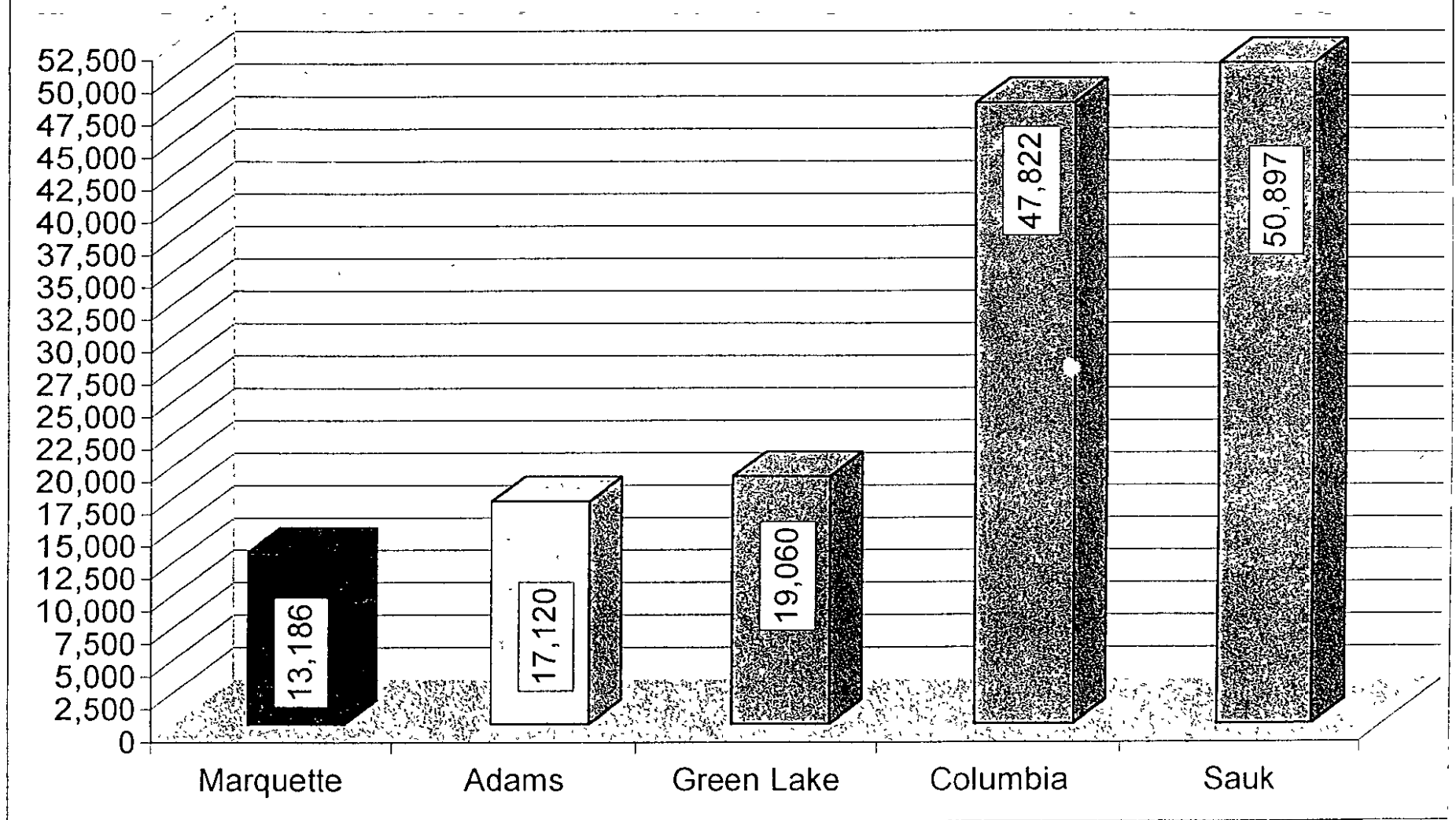
The county argues that Sauk County should be included in the comparable pool because it was included in the pool by the arbitrator in the Social Service employee case. Secondly, the factors employed by arbitrators in determining comparability favors inclusion of Sauk County in the comparable pool. Columbia County is included in the pool by mutual agreement. Adams and Sauk County have 75 employees in their bargaining units while Columbia County has 96. (ER-50)

DISCUSSION:

Employer exhibits #30 and 38, duplicated herein, best depicts the comparability of four counties as to population and equalized value.

see attached exhibits #30 and #38

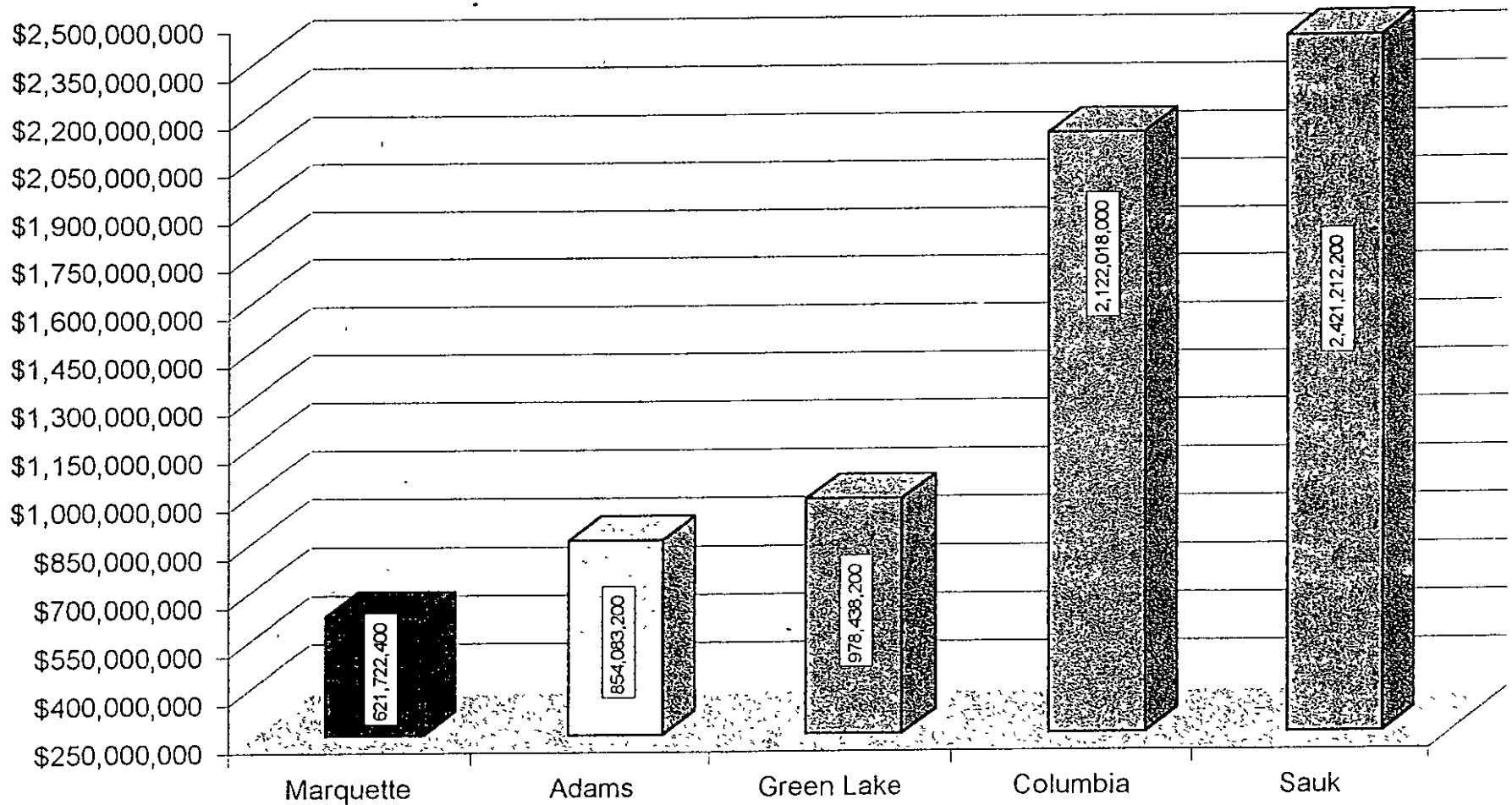
Comparable Population - 1996



SOURCE Demographic Services Center
Wisconsin Official Population Estimates - 1996 Final

<http://www.doa.wisconsin.gov/deir/queries/cnty96.htm>

Total Equalized Value - 1996



SOURCE: Statement of Changes in Equalized Values by Class and Item - County Totals
Wisconsin Department of Revenue

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Clearly, the most appropriate primary pool in this case includes Adams, Green Lake and Marquette counties. They are each contiguous to the other and therefore share in the same breadbasket and labor pool. Their population and equalized value are relatively comparable. Both have settlements in place for the same periods involved in this dispute, making direct comparisons possible. The counties of Columbia and Sauk, on the other hand, have a much greater population and equalized valuation. Additionally, Sauk County is not contiguous to Marquette County. That is not to say they are not subject to consideration, however, as Columbia County is contiguous to Marquette and therefore shares in the same breadbasket and labor pool. Sauk would share also, but to a lesser extent. Waushara, being non-union, would also be relevant because it is contiguous and shares in the same breadbasket and labor pool as Marquette. I am unable to make comparison of Waushara County to the counties in the primary pool on the basis of population or equalized value as that information is not in the record. Because it is non-union, however, it should not be included in the primary comparable pool, but should be, at most, given some consideration along with Columbia and Sauk Counties as a secondary pool.

The analysis of the two final offers will be made with greater weight being afforded the primary pool for comparative purposes.

The union contends any combination of external comparables supports the union's final offer. They develop their argument as follows in their brief.

The County's offer of a 3.25%, 3% and 3% wage increase is unimpressive, especially in light of the County's low wage rank among the comparables. The employer submitted twelve positions for comparisons (employers Book, Tab 8). Comparing the wages of these positions for 1995 using just the Union's comparables, Marquette County is below the average wage in each position (Union Chart 1 - Submitted Oct. 1). Further, of the positions the County provided for comparison it provided Sauk County's wages for only nine of them (Employer Book, Tab 8). Comparing these nine classification using the County's comparables, Marquette is still below the average in six of the classifications. Moreover, if both Waushara and Sauk Counties are included with the others for comparison, Marquette ranks last or second to last in eight of twelve classifications. Even in the other four classifications, Marquette reaches only 3rd highest twice and fourth highest in the remaining two. Finally, if each counties' classifications are combined to find an average wage for a county employee,

Marquette's average wage is lowest at \$9.44, \$0.51 lower than the highest average in Columbia County which is \$9.95.

Thus, any combination of external comparables the arbitrator chooses to use supports the obvious need for catch-up. Although the last contract contained some catch up, it was not sufficient to bring the County's extremely low wages into line with the wages of employees in comparable communities, especially in light of the fact that Sauk County employees are receiving raises of 3.7% in 1996 and 3.75% in 1997 and Waushara County employees are receiving raises of 3.5% in both 1996 and 1997. Therefore, the Union's final offer is the more reasonable and equitable one."

Using the counties of Adams, Green Lake, Columbia and Sauk, the county set forth tables for fourteen of the bargaining unit positions comparing the county and union final offer for each of the three years against what they calculated as the average of the comparable positions of the four county pool

Using Chart 1, submitted by the union on October 1, 1997, attached hereto and marked "Chart 1", the following information can be extrapolated. County Exhibit 6 lists the employees and their classifications as they existed in 1995. From such document one finds that the five classifications with the greatest number of employees are: Mealsite Manager - 5; Home Health Aide - 4, Secretary I - 6; Deputies - 7 and Secretary II - 4. As can be seen, chart 1 does not include information for Sauk County.

<u>classification</u>	<u># of emps</u>	<u>Marquette</u>	<u>Adams</u>	<u>Green Lake</u>	<u>Waushara</u>	<u>Columbia</u>
Mealsite Mgr.	5	7.50	7.60	none	6.79	none
Home Health Aide	4	9.13	none	9.33	9.04	9.73
Secretary I	6	9.69	9.88	9.33	9.04	9.45
			10.12			
Deputy	7	9.84	10.30	10.55	10.43	10.45
		10.04				
Secretary II	4	9.97	9.88	9.74	10.43	9.73
			10.12		11.23	9.99
						10.35

The above chart accounts for 26 out of the total of 42 employees in the unit. Also, the Secretary II - DA is upgraded to Secretary III which includes a 41 cent per hour adjustment.

As can be seen from the above comparisons involving the majority of the employees in the unit, the rates of pay for those classifications compare favorably to their counterparts in the other counties. The only exception might be that of Deputies.

The evidence reveals that at the time of the hearing herein, Adams County had settled for 3.5% for 1996, 3.0% for 1997, and 3.0% for 1998. Green Lake had settled for 3% for each of 1996 and 1997.

The union final offer is considerably higher than the level of settlement at the comparable counties, whereas the county's final offer compares favorably with the comparables.

From an evaluation of all of the above data, it follows that the county offer is favored on the basis of external comparables.

ARTICLE 7. PROMOTIONS, VACANCIES AND JOB POSTING

The union's footnote 8 set forth in their initial brief, describes the reason for their proposal on this issue. They said,

"The seniority proposal seeks to provide County workers with an equitable seniority system. For example, Business Agent Lee Wenker testified about one recent incident involving an employee named Janet Henke, who had served many years with the County in another Local 200 unit. When Ms. Henke sought to transfer to the courthouse unit, both the Union and the County realized that her years of service should be recognized. The parties therefore negotiated some additional seniority rights for Ms. Henke. Certainly this is a situation which may very well arise again in the future. Adopting language to address this situation would eliminate the necessity to bargain over each individual situation, and the possibility that different rights may be negotiated for different individual employees."

The county contends the union proposal would allow employees to apply their seniority in the other two Local 200 bargaining units for wage and benefit purposes even if they had no prior experience in the new position into which they transferred. In addition, equivalent language does not exist in the other two units. Inclusion of their language in this contract would create serious implications and impact on the other bargaining units. Additionally, the county contends the union has not offered any quid pro quo for the inclusion of such major change to the contract language. Finally, similar proposals were reviewed and dropped during negotiations with the other two bargaining units represented by Local 200.

I agree with the union that it would be desirable to have contract language in place to address situations similar to the instance referred to by the union. It would only be workable, however, if the same provision were to be included in all bargaining unit contracts that might be affected by an employee's movement. Additionally, I believe the union's proposal in this case goes beyond that of accomplishing a simple solution to the situation referred to by the union. In the final analysis, this issue is not the dominant and controlling one as to which final offer should be selected. The salary schedule issue is the controlling one.

STATUTORY FACTORS APPLICATION:

The union contends statutory criteria '7. Factor given greatest weight', is not applicable to this case as the county is not subject to any spending limitations. They further contend factor '7g. Factor given greater weight', is not applicable because the economic conditions of the employer have not been raised as an inability to pay.

They contend the merits of the case should be analyzed by application of the criteria set forth under Sec. 111.70(4)(cm)7r 'Other factors considered'

The county contends the union's interpretation of the "Greater Weight Factor" is incorrect. Such factor does not require the employer to plead inability to pay. Reference in such section is to the economic conditions of the employer. The employer quotes from an award by Arbitrator Mary Jo Schiavoni in Columbia County (Highway Department), (Dec. No. 28983; 9/97), wherein she identified the considerations an arbitrator should look to in applying the "Greater Weight Factor" as follows:

"The type of data necessary to provide an informed opinion might include employment and household incomes, the ranking of the community among other similar communities and relative quality of life information."

The union contended the "Factor given greatest weight" is not relevant to this case. The county did not address such matter or take an opposing position to that advanced by the union. I therefore find that such factor is not one to receive consideration herein. "7g. 'Factor given greater weight' , however, is entitled to consideration and must be given greater weight than are those factors under 7r.

Factor 7g. provides in relevant part that the arbitrator shall give greater weight to "economic conditions in the jurisdiction of the municipal employer than to any other of the factors specified in subd. 7r."

The record evidence in the case indicates that Marquette County has the smallest population of any of the comparables, it is the smallest in terms of adjusted gross income; it has the smallest total equalized value; and of considerable significance is the unemployment statistics. In 1995 the unemployment in the county was 7.41%, compared to Adams at 4.65%, Green Lake at 4.98% and the State of Wisconsin average at 3.7%. The 1996 figures are similar. The 1997 differentials are smaller, however, with Marquette County at 7.26%; Adams at 5.95%; Green Lake at 5.65%, and the State of Wisconsin at 3.90%.

It is clear from such statistics that Marquette County cannot be expected to be a leader in wage rates in comparison to the surrounding counties. The relative levels of its wage rates in comparison to the comparables fairly reflects its economic standing among such comparables. The county's final offer warrants preference on the basis of applying this factor

Application of the cost of living factor also favors the county final offer.

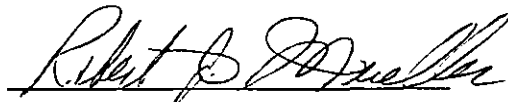
As indicated in the prior sections of this decision, the county's final offer is also subject to the greater favor in all other respects.

It therefore follows from the above facts and discussion and thereon that the undersigned issues the following decision and,

AWARD

The final offer of the County is awarded along with the agreed upon stipulations and all unchanged provisions of the predecessor agreement to serve as the parties successor agreement.

Dated December 16, 1997.


Robert J. Mueller