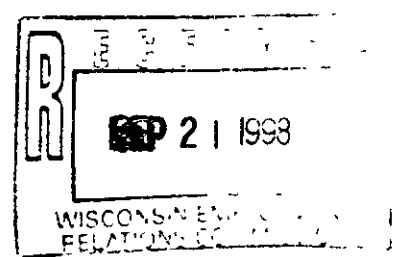


**State of Wisconsin
BEFORE THE ARBITRATOR**



In the matter of the Petition of

LOCAL 3377-A,
WCCME, AFSCME, AFL-CIO

To Initiate Interest Arbitration
Between Said Petitioner and

Case 65, No 5474
Int-Arb 8067
Decision No. 29201-A

GRANT COUNTY
(PROFESSIONAL EMPLOYEES)

Appearances

Mr David White, Staff Representative, appearing on behalf of the Union

Godfrey & Kahn, by Attorney Jon E Anderson, appearing on Behalf of the County

INTEREST ARBITRATION AWARD

Local 3377-A, WCCME, AFSCME, AFL-CIO, hereinafter referred to as the Union, filed a petition to initiate interest arbitration pursuant to Section 111 70(4)(cm), Wis Stats., with the Wisconsin Employment Relations Commission with respect to an impasse between it and Grant County (Professional Employees), hereinafter referred to as the County. The undersigned was appointed as arbitrator to hear and decide the dispute as specified by order of the Wisconsin Employment Relations Commission dated November 6, 1997. A public hearing, followed by an evidentiary hearing was held in Lancaster, Wisconsin, on January 22, 1998. No stenographic transcript was made. The parties, however, were given the opportunity to present evidence and to examine and cross-examine witnesses. There were some delays in the filing of briefs by mutual agreement of the parties, but the parties completed their post-hearing briefing schedule on August 12, 1998. The record was closed at the receipt of the last reply brief.

ISSUES AND FINAL OFFERS:

At the time their final offers were submitted, there were only two issues in dispute - wages and insurance.

The County's final offer is strictly a wage offer. It maintains the language contained in the previous collective bargaining agreement with respect to health insurance. It proposes a 3% across-the-board wage increase effective January 5, 1997, and an additional 3% across-the-board increase effective December 28, 1997.

The Union's final offer proposes a change in the current health insurance language such that the County agrees to maintain the current practice relating to the payment of 100 per cent of the family premium for married employees where both spouses are employees of Grant County. For the calendar year 1997, the Union proposes an across the board increase on all wages of 2% effective on January 1, 1997, and an additional 2%, effective July 1, 1997. For 1998, the Union proposed that all wages be increased by 2% on January 1, 1998, and by an additional 2% on July 1, 1998.

STATUTORY CRITERIA:

The criteria to be utilized by the Arbitrator in rendering the award are set forth in Section 111 70(4)(cm), Wis Stats , as follows

- 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.
- 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 under subd 7r
- 7r 'Other factors considered ' In making any decision under the arbitration procedures authorized in 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 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 employees, 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 in 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

POSITIONS OF THE PARTIES:

In their briefs, the parties agree on the applicable external comparables Green, Sauk, Columbia, Crawford, Iowa, LaCrosse, Lafayette, Richland, and Vernon Counties along with the Unified Board of Grant and Iowa Counties and the City of Lancaster.

County

The County concedes that the cost impact of the two wage offers is not significant when viewed in isolation. Only when viewed over the two-year period does the impact become significant because the Union's split increases generate a 2% lift greater than that offered by the County over the term of the contract. By the end of the term the Union's offer will provide a salary increase of nearly 8.5% as contrasted to the County's offer which results in nearly 6.5%.

In addition to the wage rate increase, the County alleges that the Union has sought a critical contract language change- the revision of health insurance language, the reinstatement of a practice which the County terminated requiring the County to pay 100% of the cost of a family plan for married employees when both are employed by Grant County. The practice, begun when a family premium was less expensive than two single plan premiums, was eliminated by the

County because it was no longer equitable to continue to provide 100% fully-paid family plan insurance coverage to married County employees when all other County employees are responsible for 15% of the family premium

The County maintains that its wage offer of a 6% cumulative wage increase is the more reasonable and should be selected for four reasons. First, it suggests that its offer is much more reflective of the external settlement pattern. Second, its offer is more sensitive to the interests and welfare of the public and the economic climate within Grant County. Third, its offer more appropriately reflects where the parties would have voluntarily settled, had they been able to do so. Finally, the Union's offer seeks to reinstate a practice concerning health insurance premium contributions, and, in so doing, creates inequities without any rational justification. It stresses that the Union seeks to gain much more than should be achieved as part of the interest arbitration process

With respect to wages, the County claims that the Union's inflated analysis of the external settlement pattern is flawed. With only half of the comparables receiving some type of a split-year adjustment, the County alleges that the Union's demand for a two-year split increase is questionable. To support this contention it notes that two of the six 1997 wage lifts had a delayed implementation resulting in substantially less cost to the employers. Insofar as Sauk County is concerned the cumulative increase resulted in a 4.5% increase to the maximum step only of the Social Worker II classification, not for the entire bargaining unit staff. Insofar as 1998 patterns are concerned, the County makes similar points with respect to Green County and the cumulative raise in that case, when the July 1 raise was an addition step with a value of 4.5% at the maximum, and not a 4.5% across the board wage raise. The County's computations of the average does not include the increases in Sauk and Green counties. Excluding Sauk from the computation in 1997 drops the average lift from the Union's computation of 3.7% to 3.38%. The County's final offer of 3% is well with the grasp of the comparable average. Excluding Green and Sauk from the computation in 1998, results in a 6% increase for that year, the comparable "lift" being a percentage increase of 6.87%. The County stresses that the Union's lift is considerably more than this.

Looking at the external comparables for four classifications into which 23 of the 28 bargaining unit members fall (Public Health Nurse II, Social Worker II, Soil/Water Conservation Technician and Child Support Investigator), the County claims that its offer more closely maintains the base year relationship of its rates to those of the comparables, not only in terms of ranking, but also when reviewing the relationship to average hourly rates. In terms of rank analysis, it stresses that the County's final offer retains the middle road position in ranking and maintains the strong wage relationships for all four of the surveyed positions throughout the duration of the contract so that the Union's split-year adjustment proposal is not warranted with respect to both minimum and maximum wage rates.

The County claims that its offer maintains the average wage rate for the Conservation Technician and Child Support Investigator positions and does no significant harm to the wage

rates of the Public Health Nurse II and Social Worker II positions, although it concedes that its offer cannot compete with the comparables because of massive schedule changes in Columbia and Sauk Counties. It stresses that there is a significant escalation of the wage differentials created under the Union's final offer. Noting that the Union has failed to substantiate a need for a wage rate catch-up, the County contends that its offer more closely approximates the base year positions of its employees vis-a-vis the comparables.

The County maintains that the Union's approach in reviewing the County's wage rate data is suspect. The Union's attempt to discount the Soil/Water Conservation Technician and the Child Support Investigator positions is misleading and an attempt to discount the true impact of its final offer. The County suggests that the Union's argument with respect to these positions is suspect because the hourly wage enjoyed by these Grant County employees are literally off the charts as compared to the wage rates among the comparable counties.

The County also points out that its employees enjoy significant longevity payments that escalate with increasing years of service twice the average enjoyed by the comparables. It notes that about eighty-two percent of the bargaining unit will receive an hourly longevity stipend and that this benefit which enhances employee wage rates will catapult the County's wage levels even further above the comparable average.

When reviewing the level of wage increases, the County also cites settlements in the comparable units. For 1997, all of the comparable counties have a settled agreement but more than half had not settled for calendar year 1998. With 1997 rates ranging from 3% across the board to a cumulative lift of 5.42%, the County insists that its proposed increase of 3% falls well within the negotiated range of settlement levels. The Union's 4% lift is greater than the comparable average. For 1998, the County acknowledges that the current settlement pattern poses a maximum settlement of 4.15% in Crawford County, across the board settlement in Green County, 2%-2% splits in Lafayette and Richland Counties and a 3% across the board in Sauk County. The "lift" value splits down the middle between the percentage increases specified in the two final offers, with the Union's offer being 1/2% more and the County's being 1/2% less than the comparable average. With respect to the existing settlements in 1998, the comparable average actual increase is 3.32% while the comparable lift average is 3.52%. Because the wages are above the comparable average and because the County's final offer maintains the benchmark ranking and wage relationships in the majority of the bargaining unit positions, the additional wage rate increases sought are without merit.

With respect to the Union's health insurance language proposal, the County argues that the Union's offer is a substantial deviation from the *status quo* which has not been accompanied by any *quid pro quo* to the County. On the contrary, it alleges, the change rides on the coat-tails of an above-average wage demand. The County contends that the Union has not demonstrated that there is a compelling need to add language to the contract dealing with an old practice of health insurance premium payment. The Union has not offered any type of *quid pro quo* for the change proposed. In the County's view, the current language requires all employees who elect

family coverage to assume 15% of the monthly premium costs, those electing single coverage pay nothing. Acknowledging that the County had a practice of paying 100% of the family premium when both married employees were employed by the County when it was cheaper to pay 100% of the family premium than to pay for two single premiums, the County notes that this is no longer the case. In December of 1995, the County notified the Union that it was terminating the practice as of January 1, 1997.

The County stresses that there is no impact on this bargaining unit as a result of its decision to terminate the practice because there is not a single family within the unit affected by this decision at the present time. Rather, the County's position is dictated by internal fringe benefit consistency. Here the unit is seeking to reinstate a practice which deviates from the basic standards of equity and the Union cannot meet its burden of justifying the modification to the *status quo*.

Because the Union has failed to establish a need for the change to the language, the arbitrator should not even review whether or not an adequate *quid pro quo* has been provided. However, assuming that a compelling need for the change in the status quo is found, then the Union has not offered an adequate *quid pro quo* or any *quid pro quo* for that matter.

In its reply brief, the County argues that the Union's description of the County's final offer is inaccurate when it states that the County's offer would result in the extinguishing of the practice relating to health insurance premiums for married employees, thus changing the *status quo*. The County asserts that it is the Union that is proposing to change the health insurance language and thus the *status quo*.

Finally, the County argues that the interests and welfare of the public require the selection of its offer. Fiscal restraint and moderation are the hallmarks of the County's offer. It is more reflective of the local economic reality. The County experienced one of the smallest increase in per capital income between 1982 and 1992 (60%) as compared to the statewide average (72%). The County continues to record significantly below average growth in per capital income levels. Its increase of 6.6% is lower than the 7.2% statewide average. Equalized property land values have increased a minimal 4% as compared to the 7.8% statewide values increase. The County's increase was ranked 66 out of the total 72 counties from 1993 to 1994. In 1995, the County was one of the five slowest growing counties in the State ranking 68 out of 72. In 1996 and 1997, Grant County remained on the bottom with respect to ranking, placing second from the bottom in 1996 and five from the bottom in 1997.

With respect to the Consumer Price Index, the most current index through November of 1997 demonstrated figures for the eleven months surveyed as revealing an average increase of 2.2%. The County's offer is significantly more than the changes reflected in the CPI data. The CPI is going down, not up, declining from 3% in January of 1997 to 1.7% in November of 1997.

With respect to tax rates as compared to equalized values, there was a 5.17% decline in the tax rate from 1994 to 1995. Now, however, the County maintains that its tax rate appears to be moving closer to that of the comparable average. In 1995, the County's tax rates were 1.69% below the comparable average so that its tax rates are becoming close to the comparable average. Looking at the equalized land values as compared to the comparables, the County's land values have steadfastly declined. The County submits that by 1995, its land values have fallen below the comparables by nearly \$6,000. In its view, moderation must be observed when the County is facing stagnant land values and tax rates that are not decreasing at the pace experienced among the comparables.

Looking to unemployment statistics, the County refers to a 3.7% unemployment rate in November of 1997 which climbed to 4.0% in December of that year. Comparable averages in unemployment for those months were 2.7% and 3.1% respectively. Thus, the unemployment rates for Grant County were one full percent greater than the comparable average. The County has experienced above average unemployment, has seen a significantly lower than average growth rate in its land values and has witnessed its tax rates slip in comparison to comparable counties so that the economy of the County is not as robust as the economies of other comparable counties.

In comparing the County's offer to the wage rates available in the private sector, the county argues that a 3% across-the-board wage rate is extremely generous. The rates paid in the private sector were ascertained through a telephone survey of the area home health agencies and a review of the 1997 Wisconsin Wage Survey.

In conclusion, the County stresses that it has set forth a reasonable final offer providing the bargaining unit employees with across-the-board wage rate adjustments that maintain the prior base years' ranking; maintain the relative wage differential *vis-a-vis* the comparable average; and provide a wage rate increase that is competitive with that of the comparables. It insists that the Union's attempt to raise the rates more than reasonably necessary to maintain the bargaining unit's comparable position should not be adopted. The County urges the arbitrator to reject the changes in the health insurance language because the Union has failed to justify the need for the change and has failed to offer a *quid pro quo* to the County. Based upon all of the above the County submits that the Union's offer should be rejected and the County's offer accepted.

The County asserts that the Union's reliance on the School District of Wausau decision is inappropriate because the existing practice which the union in that case sought to codify in that agreement was not established through negotiations. Here, in fact, the proposed language is contrary to the clear and unambiguous language of the contract. In the Wausau case, the contract was silent on the issue which is not the case here.

The County submits that its proposal is the more reasonable in all respects.

Union

The Union stresses that the one internal settlement supports the Union's offer. The County's Sheriff's Deputies received a 4% increase effective January 5, 1997. This increase provides the same lift as that proposed by the Union for the bargaining unit in the instant case. Moreover, the Union points out, since the increase became effective at the beginning of the year, it is a greater increase than that proposed by the Union. Based upon this settlement, the Union maintains that the internal settlement favors the Union's offer.

With respect to the external comparables, the Union asserts that they also favor the Union's offer. According to the Union, under the County's offer, bargaining unit employees would receive a lift increase for 1997 that is .7% below the average of the eleven comparable bargaining units, while the Union's offer provides a lift increase much closer to the average at 3% above. For 1998, compared to the six settled units the County's offer would result in an increase that would be exceeded by all but one comparable. That comparable, the Union notes, received the greatest lift of all of the comparables for 1997. If both years are reviewed for the six settled comparables, the County's offer ranks lowest and last, because the average two year increase is .1% above the lift proposed by the Union and 2.1% greater than the two year lift proposed by the County. Therefore, the Union's offer better reflects the pattern of wage increases established by the external comparables.

In its reply brief, the Union disputes the County's representations of the dollar costs of both offers. It claims that the County's figures treat the 4% increases as if they existed on January 1 for each year, when that is not the Union's offer. The Union notes that the County admits that its figures do not reflect actual costs but then proceeds to advance an argument based on this admitted false premise. The Union notes that the number of employees for whom costing is being considered is inconsistent and throws doubt as to the reliability of the County's costing.

In terms of benchmark analysis, the Union asserts that the wages paid to comparable employee support its offer over that of the County. The Union does not quarrel with the County's selection of the four positions to which it refers in its brief: Public Health Nurse II, Social Worker II, Conservation Technician, and Child Support Investigator. It does, however, voice some apprehension about identifying appropriate data for comparison with respect to the Conservation Technician and the Child Support Investigator positions. In the Union's view, it is inappropriate to make comparisons to unrepresented employees. The Union also insists that since this is a professional bargaining unit, it is appropriate to make comparisons only to employees performing similar services with similar degree requirements, i.e., only to employees in professional bargaining units. With these caveats, the Union claims that only the Columbia County and Iowa County positions are appropriate for comparison in the case of the Conservation Technicians and that Grant County is unique with respect to the Child Support Investigator position because it is both represented and professional. In the Union's view, only

the Social Worker II and the Public Health Nurse II classifications have useful benchmarks. Since these two positions comprise nearly two thirds of the bargaining unit positions, the conclusions drawn are useful and have significance for the bargaining unit as a whole.

With regard to the Social Worker II position, the Union observes that there are fourteen bargaining unit employees in this classification. In 1996, the County ranked six out of eleven comparables at the start rate and seventh at the maximum rate. The start rate was \$.03 per hour below the average of the comparables. At the maximum rate, the County was \$.35 per hour below the average. Considering the Public Health Nurse II classification, there are four employees in this classification. The Union excludes Green and Vernon Counties from the comparables because the public health nurses are unrepresented in those counties. Out of the comparable counties, the County ranks 5 out of 8 at the start rate and 6 at the maximum rate. The County's Public Health Nurse II's are \$.25 per hour above the average at the start rate and \$.23 per hour below the average at the maximum. The Union points out that Crawford County skews the average and that any county which paid its Public Health Nurse II classification at the exact average would have the third lowest maximum rate. Because this one rate is out of sync with the other rates, the average is too profoundly affected by that rate and the measure is less useful in the Union's view. It suggests use of the median instead. When the median is utilized, the Grant County Public Health Nurses fare poorly. At the start, the County pays the classification \$.26 per hour below the median. At the maximum, it pays these employees \$.49 per hour below the median.

In the view of the Union, this data suggests that the bargaining unit employees are paid below the average and rank near the bottom of the comparables in both of the benchmark positions. In light of this evidence, the Union claims that the County's offer which serves to make the standing of the bargaining unit employees worse relative to the comparables should be disfavored, while the Union's offer which provides wages and wage increases that better reflect the rates and increases paid to comparable employees in comparable counties should be preferred.

For 1997, the County's offer would drop the Social Worker II start rate from sixth rank to seventh although it would retain the current rank at the maximum. For 1997, the Union's offer would provide a rate that would be \$.06 per hour above the average, while the County's offer would provide a rate that is \$.07 per hour below the average. At the maximum the County's offer would be \$.50 per hour below the average, while the Union's offer would result in a rate that is \$.36 per hour below the average. In general, the Union believes that its offer does a better job of maintaining Grant County's position relative to the comparable bargaining units than does the County's offer.

With regard to the Public Health Nurse II's, for 1997, under the Union's offer, the start rate would rank fourth among the eight comparables while the maximum rate would rank sixth. This is an improvement. Under the County's offer, no improvement in rank for the start rate is seen. At the maximum, both offers retain the current ranking, but the employees would earn \$.22

per hour less than the average under the Union's offer and \$ 38 per hour less under the County's offer. Viewing the Public Health Nurse II's in terms of the median, the \$ 49 per hour disadvantage present in 1996 would become \$ 69 per hour in 1997 under the County's offer, but only \$.53 per hour under the Union's offer.

The Union stresses that the erosion in wages which would result from the County's offer in comparing 1997 wages to 1996 wages is plainly evident. Its offer, on the other hand, maintains the historically agreed-upon relationships to a greater degree than does the County's so that the Union's offer is preferred.

When the data available for 1998 is reviewed, genuine benchmark analysis for 1998 cannot be performed because Columbia, Iowa, La Crosse, and Vernon Counties are unsettled, as is the Unified Board of Grant and Iowa Counties. All that can be said is that the County will lose rank for the Social Worker II position at the maximum to Green County, while the Union's offer maintains its historical rank. With regard to the Public Health Nurse II classification, again there are too few settlements to make meaningful conclusions regarding comparable averages. The Union believes that it is reasonable to conclude that neither offer will affect the County's position of sixth among the comparables at the maximum for this benchmark. The difference in the rates paid in the fifth-ranked county, Richland, will expand dramatically under the County's offer from \$.49 per hour in 1996 to \$.86 per hour in 1998, while the Union's offer maintains the difference at \$.53 per hour.

The Union suggests that the five settlements which exist confirm that the County's offer for 1998 is likely to continue the adverse trend in wage erosion. The County's offer would result in the lowest increase of all settled comparables for 1998. Only Sauk County provides for an increase as low as that offered by the County. It should also be noted that the Sauk County professionals received a 6.5% lift in 1997 which is not being offered by the County here. Since the base year benchmarks and the 1997 benchmarks show that Grant County is generally poorly paid compared to its peers, the Union claims that it makes no sense at all to provide the bargaining unit employees with the smallest increase of the comparables.

Looking at the four positions which the County has chosen for a benchmark analysis, the Union stresses that there are serious problems with the County's analysis. With regard to the Conservation Technician, the County should not have included the Sanitarian position for Vernon County as a Conservation Technician. Furthermore, for Lafayette County the County utilized a Tech 1 rather than a Tech 2 position as the benchmark without explanation, noting that the top rate is received by the District Tech 2 position. The Union also asserts that the County's numbers are wrong for the Columbia County Land Conservation Tech and that the County has improperly included an unrepresented position from Crawford County which is inappropriate. Another problem with the County's benchmark analysis is that it includes professional employees and non-professional employees in the same benchmark noting that in many of the comparable counties,

the Conservation Technicians are non-professional employees. The Union believes that it is inappropriate to include non-professional employees in the same benchmark analysis with professional employees.

With respect to the Child Support Investigator position, the Union believes that the County's analysis is flawed for many of the same reasons. Only Grant County has a professional Child Support Investigator and the County has attempted to compare the represented with the non-represented. Furthermore, there is either no position or no data for one-third of the counties in the alleged peer group. As with the Child Support Investigator position, the Public Health Nurse benchmark is flawed by the inclusion of unrepresented employees. The Union notes that when the unrepresented public health nurses are used, Grant County's rate is 43 cents per hour below the average at the maximum, a 20 cents per hour greater deviation below the average than is calculated by the Union using only represented employees. Insofar as the Social Worker II benchmark is concerned, the County has not included a rate from the Unified Board of Grant and Iowa Counties, an acknowledged comparable, and the County utilized the Social Worker II rate in Lafayette County rather than the Social Worker II-Experienced rate because the latter represents the maximum achieved in Lafayette County.

Another troubling aspect of the County's analysis is the County's assumption that the units unsettled for 1998 will settle at 3%. No reason is given for this conclusion. County arguments regarding longevity payments are also overblown in the Union's view. The Union also submits that the County draws the wrong conclusions from the wage settlement patterns. Non-union increases for Richland and Vernon Counties should not be considered. The Union believes that it defies reason to assert as the County does, that a series of settlements in which the average actual lift increase for 1997 is 3.76% and the average lift increase for 1998 is 4.18% supports the County's offer and not the Union's. The Union's offer would provide a marginally greater lift in 1997 than the average and less than the average lift in the second year. The County's offer is at the very bottom range in both years. Richland County's 2%-2% split for both years obviously supports the Union's offer.

According to the Union, the evidence demonstrates that the Grant County employees are underpaid relative to the comparables and that the Union's offer better reflects the increases provided by the external comparable employers. Thus, its wage offer should be preferred.

With regard to the health insurance issue, the Union is proposing to continue a long-standing practice relating to the Employer's contribution for County employees married to each other. While it is true that the Union is proposing the introduction of language into the agreement that did not appear previously, this should not weigh adversely against it. The Union cites arbitral precedent to the effect that the proponent of language codifying an existing practice is not proposing a change in the *status quo* and is not subject to the burdens that normally attach to a proposal to change the *status quo*.

The Union's health insurance offer actually preserves the *status quo*, and the County has failed to meet its burden of persuasion in establishing that there is a compelling need for the change. Therefore, the Union's offer should be selected. With respect to the health insurance issue, the Union claims that the County implies that the Union is seeking to get something that it does not already have. It points out that the labor agreement in dispute commences on January 1, 1997 and that the Union's offer would merely continue the practice which has existed without interruption. The Union insists that its proposed language is intended to maintain the *status quo*. Noting that the Union represents the majority of the County's employees, the Union claims that it is seeking to maintain the *status quo*. The idea that the Union must provide a *quid pro quo* to keep something it always had is nothing short of absurd. The County has it backwards because it is the County which should be offering the *quid pro quo* for the change in the *status quo* which it is seeking.

The Union claims that the "Interests and Welfare of the Public" do not favor the County's offer pointing to more recent information with respect to per capital income data. If that rate of growth of per capital income for the period from 1989 to 1995 is considered, Grant County has more than kept up with its comparable peers. Acknowledging that the Grant County economy might not have been a juggernaut in the 1970's and early 1980's, the Union stresses that the situation with respect to 1997 and 1998 must be considered and the local economy is as strong as that of the comparables. With respect to equalized valuation, the Union notes that Grant County is actually in the midst of resurgence in property values with the five-year trend for the County showing a reasonably healthy increase in property values. With respect to the consumer price index, the Union points out that using national data to draw conclusions on a local economic issue is problematic at best and that arbitrators have looked to the settlement pattern as the true measure of cost-of living on a local level.

The point of the County's argument relative to tax rate is at best obscure. Reducing County tax rates by over 10% in two years is a good thing. In the Union's view, the tax rate evidence support the Union's offer because the County could grant 2%-2% splits in 1994 and 1995 and still provide significant property tax relief. There is no reason to believe that this will not be the case with the Union's offer. Looking at the unemployment rate, the Union notes that it is difficult to draw much from the two months data which the County offered. Looking at the private sector comparisons, the Union notes that the County has attempted to compare Public Health Nurses with hospital and nursing home LPNs and RNs. LPNs are not an appropriate comparison to RNs. The RN degree is professional while the LPN is a technical degree. Furthermore PHN's (Public Health Nurses) must hold a bachelor's degree in nursing while RN's may hold a two year nursing degree from a technical school. Furthermore there is no indication where the private sector employees work and whether or not they are unionized. With respect to the data from the two home health agencies, the nurses are not represented by a Union. As with the "cost of living" data private sector wages are a uniform factor for all bargaining in an area and therefore are reflected in the settlement pattern.

In conclusion, the Union points out that its wage offer is supported by the one internal settlement for 1997 and further supported by the external comparables, in terms of both percent increase and benchmark wage comparison. It believes that its offer results in wage rates that better maintain the historical rankings and earnings of Grant County employees relative to these comparables while the County's offer would result in significant erosion of relative earnings.

The Union argues that inasmuch as it is the County attempting to terminate the practice, it is the County which is attempting to change the *status quo*. It is the County which has the burden of establishing the need for a significant change in the *status quo* and of providing a *quid pro quo*. Because it has failed to meet these tests, the Union submits that its position on this issue is favored.

DISCUSSION AND OPINION:

I. THE "GREATEST WEIGHT" FACTOR

In this case there are no state laws or directives which would limit the County's ability to pay for either offer. There are no statutory revenue limits which warrant the rejection of the Union's offer on its face. This factor does not clearly favor one party or another and the case is determined by the application of lesser factors.

II THE "GREATER WEIGHT" FACTOR

This factor is tied in with the traditional factors and does not stand alone as does the greatest weight factor, which must be considered separately and given the most weight of any other factor. The type of data necessary for an informed opinion includes employment and household incomes, the ranking of the community among other similar communities and relative quality-of-life information. In viewing income statistics for the comparable counties, it appears that the County's per capita income for the last ten years is slightly below average. While it is clear that the County experienced one of the smallest increases in per capital income for the ten year period between 1982 and 1992; in the most recent period 1994 to 1995, for which data was available, only four counties surpassed Grant County in this regard. While the parties provided adjusted gross income statistics for 1993 through 1996, neither party makes serious arguments as to how this data favorably or unfavorably impacts upon their respective offers. With respect to property values, in particular, the increase in equalized values, the data suggests that the County remains one of the poorest in terms of gain in equalized land values. This fact slightly favors the County's offer. The national CPI statistics also slightly favor the County's offer but of greater relevance than the national CPI statistics are the settlement patterns in the local area as a more accurate measure of cost-of-living on the local level. The County's tax rate as compared to equalized values appears to be moving toward that of the comparable average and thus has little impact on the County's ability to afford the Union's offer. This information becomes more relevant in the context of what the county and its comparables have provided for wage increases in the past vis-a-vis the property relief afforded to their residents. No strong conclusions in this

County employees, it appears equitable and reasonable given the rising costs of health insurance and no current employees are adversely impacted. Accordingly, the County's health insurance proposal is favored over that of the Union.

C. Wages and Health Insurance Proposals Considered in Combination

The costs of the wage proposals are very similar. The County's local economy is less than robust, which favors the County's wage proposal and militates against requiring the County to pay for wage lifts establishing higher base wages in the future. The Union's wage proposal supporting increases in the wage lift for at least 1997, on its own merits, is slightly preferred over that of the County's wage proposal based upon the single internal comparable and the 1997 benchmark analysis. However, the County's health insurance proposal is strongly preferred over the Union's health insurance proposal. Given these factors, but especially considering the fact that the Union has not met its burden in proving the need for the proposed health insurance change and the fact that Grant County's economy is not as robust as that of the comparables, it is concluded that the County's offer is preferable.

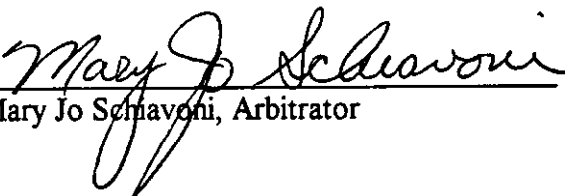
CONCLUSION:

Although there is very little monetary difference between the two wage proposals, the difference in the health insurance proposals is significant. Having considered all the factors, 7, 7g, 7r, a. through j, under Sec. 111.70(4)(cm)7, and having discussed their applicability to the instant case, it is my

AWARD

That the County's final offer is adopted as the award in this proceeding and incorporated into the parties' 1997-1998 collective bargaining agreement

Dated this 18th day of September, 1998, in Madison, Wisconsin.


Mary Jo Schiavoni, Arbitrator