

BEFORE THE ARBITRATOR

In the Matter of the Arbitration
of a Dispute Between

DRIVERS, SALESMEN,
WAREHOUSEMEN, MILK
PROCESSORS, CANNERY, DAIRY
EMPLOYEES AND HELPERS LOCAL
UNION NO. 695

-and-

JEFFERSON COUNTY

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ARBITRATION AWARD

Case XV No. 16309 MIA-26

Decision No. 11584-A

APPEARANCES:

Goldberg, Previant & Uelmen, Attorneys at Law, by Mr. John S. Williamson, Jr., for the Union.

Peck, Brigden, Petajan, Lindner, Honzik & Peck, S.C., Attorneys at Law, by Mr. Roger E. Walsh, for the Employer.

BACKGROUND AND FACTS:

Drivers, Salesmen, Warehousemen, Milk Processors, Cannery, Dairy Employees and Helpers Local Union No. 695, hereinafter referred to as the Union, was certified on July 11, 1972, as the bargaining representative of law enforcement personnel in the employ of the County. Jefferson County, Wisconsin, hereinafter referred to as the Employer and the Union were unable to reach an agreement on a collective bargaining agreement for the year 1973. Subsequent to mediation conducted by the Wisconsin Employment Relations Commission (W.E.R.C.), the Union requested arbitration pursuant to Wis. Stats. 111.77 (3) (b), of the Wisconsin Municipal Employment Relations Act. On February 2, 1973, the Commission ordered compulsory final and binding arbitration between the parties and ordered each party to submit its final offer as of December 12, 1972, on issues then in dispute to the Commission. Final offers were filed by each party with the Commission on or before February 16, 1973. The undersigned was appointed by the parties as the sole arbitrator on or about February 28, 1973, from a panel of names furnished the parties by the Commission. By order of the Commission dated March 2, 1972, the undersigned was appointed to issue a final and binding award in the matter. The hearing was held April 17, 1973, in Jefferson (City), Wisconsin. The parties were present and were afforded full opportunity to submit such evidence and offer such testimony as they deemed relevant. Post hearing briefs were exchanged through the arbitrator on May 25, 1973.

By stipulation of the parties, the record was kept open five days subsequent to the hearing for modifications of position. In absence of stipulation or notification to the contrary, the parties are deemed to have elected Form 2 arbitration pursuant to Wis. Stat. 111.77 (4) (b).

PERTINENT STATUTORY PROVISIONS:

Wis. Stat. 111.77 (4) "There shall be 2 alternative forms of arbitration:

- (a) Form 1. The arbitrator shall have the power to determine all issues in dispute involving wages, hours and conditions of employment.

- (b) Form 2. Parties shall submit their final offer in effect at the time that the petition for final and binding arbitration was filed. Either party may amend its final offer within 5 days of the date of the hearing. The arbitrator shall select the final offer of one of the parties and shall issue an award incorporating that offer without modification."

Wis. Stat. 111.77 (6) "In reaching a decision the arbitrator shall give weight to the following factors:

- (a) The lawful authority of the 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 these costs.
- (d) Comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - 1. In public employment in comparable communities.
 - 2. In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the 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.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) 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."

ISSUES:

The issues in dispute at the hearing concerned the following items:

- 1) Fair Share Agreement
- 2) Promotional Procedure
- 3) Part-time Employment
- 4) Maintenance of Standards Clause
- 5) Hospital and Surgical Insurance
- 6) Vacations
- 7) Wages and Reclassification

POSITIONS OF THE PARTIES:

The positions of the parties in brief form are as follows:

1) Fair Share Agreement

Union position - The Union proposes that a Fair Share provision be included in the contract without the requirement of a preliminary affirming vote.

County position - The County revised its position subsequent to hearing and proposes that a Fair Share provision should be included in the contract in the event that a majority of the employees in the bargaining unit vote in favor thereof.

2) Promotional Procedure

Union position - The Union proposes that advancement through the steps of the wage plan be automatic. The Union also proposes that in cases of promotional selection, that the examination board consist of the personnel committee and two individuals from a panel of names certified by the State of Wisconsin Bureau of Personnel as experts in the field of law enforcement.

County position - The County proposes that advancement through the steps of the wage progression schedule be automatic, except that advancement to the third, fourth, or fifth steps may be denied by the sheriff and/or personnel committee and that such denial may be grieved on the basis of being without just cause. The County further proposes that the present five member civil service commission shall continue to serve as the examining board for purposes of promotion selection.

3) Part-time Employment

Union position - The Union requests that the contract contain a provision specifying that there shall be no more than three part-time deputies.

County Position - The County proposes that there be no contractual prohibition on the right of the County to employ as many part-time deputies as is needed.

4) Maintenance of Standards Clause

Union position - The Union requests inclusion of a maintenance of standards provision in the contract.

County position - The County requests that a maintenance of standards provision be excluded from inclusion in the contract.

5) Hospital and Surgical Insurance

Union position - The Union requests that the County pay the total premium for both single and dependent coverage.

County position - The County proposes to pay the full single employee premium and to contribute \$21.00 per month toward the cost of the dependent coverage, leaving \$13.45 per month for dependent coverage to be paid by the employee. In addition, the employer proposes to pay as an additional contribution for 1973, the sum of \$10.00 per month, or a total of \$120.00 in a lump sum to the employees, or in application on the employees portion of the 1973 monthly health insurance payments.

6) Vacations

Union position - The Union requests that employees be granted three weeks of vacation after seven years of service, and four weeks after fifteen years of service.

County position - The County proposes that employees receive three weeks of vacation after ten years of service, and four weeks of vacation after twenty years of service.

7) Wages and Reclassification

Union position - The Union proposes a general across the board increase to all pay ranges and steps of 5.1% and an abolition of the classification of Deputy Sheriff I and upgrading of six employees in such classification to the classification of Deputy Sheriff II.

County position - The County proposes a general economic adjustment to all classifications and steps of 4% and retention of the Deputy Sheriff I classification.

The respective classifications and rates of each proposal is as follows:

<u>Union Position</u>	A	B	C	D	E
Sheriff Sergeant I	\$767	\$804	\$843	\$883	\$927
Deputy III (Detective)	731	767	804	843	883
Deputy II	698	731	767	804	843
Cook-Matrons	468	491	514	539	564
Clerk Typist	426	447	468	491	514
Clerk Stenographer	447	468	491	514	539
<u>County Position</u>					
Sheriff's Sergeant I (Radio and Jail Sergeant)	\$759	\$796	\$834	\$875	\$917
Deputy Sheriff III (Detective)	724	759	796	834	875
Deputy Sheriff II (Patrolman)	691	724	759	796	834
Deputy Sheriff I (Radioman and Jailer)	658	691	724	759	796
Cook-Matron (Hourly rate for part- time employees)	463	486	509	534	558
	2.67	2.80	2.94	3.08	3.22
Clerk-Stenographer	442	463	486	509	534
Clerk-Typist	421	442	463	486	509

DISCUSSION:

In the judgment of the arbitrator, the principal matter to be evaluated and determined in this matter involves the economic impact of the total proposal. The principal thrust of the arguments advanced by both parties through these proceedings was primarily addressed to the economics of the proposals advanced by each and their relative merit in comparison with other counties, municipalities, and employee bargaining units.

The undersigned has therefore engaged in a determination based upon the considerations and criteria advanced by the parties.

The Union presented numerous exhibits consisting of copies of collective bargaining agreements involving law enforcement personnel of other counties in the area surrounding Jefferson County and of municipalities in the southern Wisconsin area.

The County presented numerous exhibits including collective bargaining agreements with county employees of Jefferson County in other departments, a survey of other counties, primarily non-metropolitan and agricultural, and various other statistics concerning assessed value, population, road mileage, etc.

The undersigned notes that Jefferson County is surrounded by the counties of Dodge, Waukesha, Walworth, Rock, and Dane. Neither of the parties submitted evidence concerning Waukesha County. The parties did, however, present in evidence the contracts in effect in Dodge County, Walworth County, Rock County, and Dane County. An evaluation of such counties for comparative purposes with Jefferson County, reveals that Dane County possesses a population and an assessed value approximately five times larger. Rock County has a population and assessed value approximately two times that of Jefferson County. Walworth County is possessed of an assessed value of approximately two thirds greater than Jefferson County. Dodge County appears to be the most comparable in all respects.

The County, in one of its exhibits, lists LaCrosse County, Eau Claire County, and Wood County, as favorably compared to Jefferson County with respect to total assessed value. Such counties, however, are not contiguous to Jefferson County, and are not surrounded by more populous counties such as Jefferson. It is the considered opinion of the undersigned, that for comparison purposes, the most meaningful and material comparison that can be made is with the county of Dodge. In addition, it is the considered judgment of the undersigned, that comparison to contiguous counties is more meaningful and realistic than is comparison to counties with comparable assessed value that have nothing other than assessed value similarities to indicate comparative features. For that reason, the undersigned is inclined to discount the comparison with La Crosse, Eau Claire, and Wood County for the most part. On the basis of the above rationale, the undersigned has engaged in a comparison analysis on a descending order of importance in the following order: Dodge County, City of Jefferson, and Walworth County.

In making a comparison with Dodge County, the undersigned has taken into consideration the following factors:

- (1) The top rate of traffic officer compared to the top rate of Deputy II adjusted by the total annual hours of work so as to arrive at an actual hourly rate. As such, the top traffic officer rate of Dodge County is \$807 per month and such officers are required to put in 2,061 hours per annum, yielding an effective hourly rate of \$4.70 per hour. Applying the Union's proposed rate for Deputy Sheriff II of \$843 per month against the required annual hours of 2,141, yields an effective hourly rate of \$4.72 for Jefferson County under the Union proposal. An evaluation of the proposed vacation plan of the Union for Jefferson County with the vacation plan in effect for Dodge County reveals that the Jefferson County plan as per the Union proposal would be slightly better. The longevity plan at Dodge County, on the other hand, is slightly better than that in effect at Jefferson County. If one takes the vacation proposal and

longevity plan in effect for Dodge County and compares them to the same two items for Jefferson County, one arrives at the conclusion that they are relatively equal. Evidence reveals that Dodge County for the year 1973, pays the full premium on hospital and surgical insurance for both employees and their dependents.

Under the Union's proposal for Jefferson County the County would also pay the full premium, therefore no differential would be attributed either in favor or against the comparison. The exhibits reveal that Dodge County pays a shift differential of \$15.00 per month for employees working the second shift and \$20.00 per month for employees working the third shift. Under Jefferson County proposal, both County and Union, no shift differential is provided. Assuming for purposes of comparison, that one half of the work force receives the shift differential by virtue of working a second and third shift, the average shift differential to such one half of the work force would be \$17.50 per month or averaged throughout the total work force would be equivalent to \$8.75 per employee per month or 4.9 cents per hour. The remaining item of economic import of any significance involves the fact that Dodge County affords the employees a uniform allowance of \$170 per annum, whereas Jefferson County affords its employees an annual uniform allowance of \$150. Such difference of \$20 per annum is equivalent to a one cent per hour difference. The following is a brief summary to arrive at the adjusted actual hourly rate including the adjusted values concerning the fringes on a cent per hour basis to arrive at a comparison of actual hourly comparison.

	<u>Dodge County</u>	<u>Jefferson Co. (Union prop.)</u>
(1) Hourly rate	4.70	4.72
(2) Vacation & Longevity	equal	equal
(3) Hospital & Surgical Ins.	equal	equal
(4) Shift differential	.049	----
(5) Uniform allowance	.01	----
	<hr/> \$4.75.9	<hr/> \$4.72

Using the same format, the following is a comparison analysis of Dodge County and the County proposal for Jefferson County. Under such comparison, the vacation pay at Dodge County would be better than that in effect in Jefferson County under the County proposal, however, the undersigned has not assigned a differential inasmuch as computation of such difference is not possible. A factor of 7.5 cents per hour is given to insurance coverage to represent the sum of \$13.45 to be paid by the employee under the County proposal, and the sums of 4.9 cents and 1 cent representing shift differential and uniform allowance differential respectively.

	<u>Dodge County</u>	<u>Jefferson Co. (County prop.)</u>
(1)	4.70	4.67
(2)	equal	equal
(3)	.075	----
(4)	.049	----
(5)	.01	----
	<hr/> \$4.83.4	<hr/> \$4.67

The following is a similar comparison between the city of Jefferson and the Union proposal for Jefferson County. A differential of 3.5 cents per hour has been included in such comparison to reflect the difference in longevity benefits. No value has been computed to reflect the difference in value of vacation plan inasmuch as such computation is not possible. The vacation plan at Jefferson County would be somewhat better than that in the City of Jefferson, however.

	<u>City of Jefferson</u>	<u>Jefferson Co. (Union Prop.)</u>
(1)	4.68	4.72
(2)	----	.035
(3)	equal	equal
(4)	equal	equal
(5)	----	.013
	<hr/> \$4.68	<hr/> \$4.76.8

The following is a comparative analysis of the city of Jefferson and the County proposal for Jefferson County. The same amount for vacation and longevity has been attributed to such comparison for the reasons stated above.

	<u>City of Jefferson</u>	<u>Jefferson Co. (County Prop.)</u>
(1)	4.68	4.67
(2)	----	.035
(3)	.075	----
(4)	----	----
(5)	----	.013
	<hr/> \$4.75.5	<hr/> \$4.71.8

In comparison with Walworth County, the contract for such county reveals that such employees work 2,080 hours per annum and that their top rate for patrolmen is \$895 per month, resulting in an actual hourly rate of \$5.16. Walworth County also pays the total insurance premium on behalf of its employees. In addition, the vacation schedule at Walworth County is substantially better than either the County proposal or Union proposal for Jefferson County. From such comparison it is clear that under either the County proposal or Union proposal, Jefferson County would be substantially below that of Walworth County.

With respect to payment of insurance premiums, the exhibits presented herein reveal that the following employers pay the full cost of the insurance premiums: City of Jefferson, Dane County, Dodge County, Walworth County, Rock County, Sauk County, Columbia County, Ozaukee County, and Washington County. All of such employers are in the Jefferson County geographical area.

With respect to vacation, such exhibits reveal that the following counties provide a better vacation plan than does the present Jefferson County plan: Dane County, Dodge County, Walworth County, and Washington County. Wood County provides vacation benefits identical to that presently provided by Jefferson County. Rock County, Columbia County and Sauk

County provide vacation benefits below that of Jefferson County. If one applies the Union's proposal concerning vacation to Jefferson County, the county would then be approximately equal in the vacation area to Dodge County and Washington County. Dane and Walworth Counties would remain substantially better than the Union proposal.

With respect to the respective wage progression scales of the employers herein compared, the evidence and exhibits reveal that the city of Jefferson provides automatic advancement to the top rate in eighteen months. Dane County affords automatic progression to the top rate of \$925 per month in thirty months. Dodge County affords automatic progression to the top rate in forty-two months. Rock County, Walworth County and Washington County afford automatic progression to the top rate in forty-eight months. The County's proposal would afford employees the opportunity to progress automatically to the top rate with the exception that progression in the last three steps could be denied for just cause. The Union proposes that progression would be automatic. From such a comparison, it appears that all other counties provide automatic progression and that the Union's proposal would therefore appear to be the most reasonable from a comparison standpoint.

On the basis of the above comparative analysis and discussion thereon, it is the judgment of the arbitrator that the Union's proposal with respect to issues numbered 5, 6, and 7 herein, evaluated pursuant to the criteria discussed in Wisconsin statutes 111.77 (6) (d), (f), (g), and (h) is reasonable and the most justified to be implemented in this case.

The employer submitted into evidence, form PB - 3 containing a computation of the percentage increase of the County offer and of the Union offer. The County's offer, as so computed, would amount to a total per cent adjustment of 5.9%. The Union proposal, as so computed, amounts to a total per cent adjustment of 7.7%. The employer contends, however, that the actual cost impact to the County is much greater because of the proposal to implement the \$10.00 per month application for the insurance for the year 1972. While the arbitrator recognizes that the Union proposal would amount to a percentage increase that is higher than the recommended guidelines, the amount in excess of such guideline is not excessive in view of the specific comparative analysis as hereinabove set forth.

With respect to the matter involving the reclassification of the six Deputy I employees to Deputy II classification, it is the judgment of the arbitrator that the Union failed to justify in any way, through evidence or exhibits, any acceptable basis for such reclassification. On the other hand, the County did not submit any evidence that would tend to establish an objective basis for retention of the Deputy I classification, other than reference to the fact that a number of other counties provide a different wage rate for patrol deputies from that of jailers and dispatchers. The County's contention, however, is not conclusive. An evaluation of a number of counties reveals that no specific pattern exists. The following counties do not differentiate between the two classifications: Rock County, Walworth County and Dodge County. In addition, it appears from an examination of the contract involving the city of Jefferson that there is no separate classification, if in fact they do have such type employees. Dane County and Washington County on the other hand, do provide a lesser rate for jailers and dispatchers from the classification of patrol deputies. Further examination of other counties reveals that LaCrosse County and Wood County provide no differential between the two classifications.

If the undersigned were to judge this specific issue without reference to the total of the matters involved herein, it would be found that the reclassification not be provided. The obligation of the undersigned however, is to evaluate the total proposals of each. In the computation of the percentage increase under the PB - 3 forms, the cost of reclassifying the six Deputy I's to the Deputy II classification was included wherein the total increase was arrived at as constituting 7.7%. In view of such fact and of the specific comparative analysis hereinabove set forth, it is the judgment of the arbitrator that the reclassification proposal of the Union is not so substantially inconsistent nor unreasonable to the extent that it should obviate the results of the overall results of the specific comparison analysis.

B. FAIR SHARE

Subsequent to the hearing, the employer filed an amendment to their proposal concerning fair share wherein they proposed that fair share be included in the contract upon a favorable majority vote of all employees in the bargaining unit voting in favor of fair share. By letter of May 17, 1973, the Union inquired of the undersigned as to whether or not the Union could now agree to the Employer's new position on that issue and thereby remove it from consideration in this proceeding. The undersigned regards such inquiry as an acceptance of the County's proposal on that issue and hereby removes it from consideration.

PROMOTIONAL PROCEDURE

The County's proposal would retain the present civil service commission method, whereby the commission would consist of appointive members, none of whom hold any elective or appointive public position or office of any sort in the County government. Said Commission is established pursuant to Section 59.21 and Chapter 63 of the Wisconsin Statutes. Such Commission, also referred to as the Personnel and Grievance Committee, conducts examinations of applicants for positions in the sheriff's department.

The Union proposal would alter the composition of the oral examination board and would also provide that any list of eligibles therefrom be maintained only for a period of ninety days. In all respects, the procedure would remain the same. Specifically, the Union's proposal is as follows:

"The present procedure of the promotional selection shall continue with exception to the oral examination for which the following provisions shall apply:

The oral examination board shall consist of the Personnel Committee and two individuals from a panel of names certified from the State of Wisconsin Bureau of Personnel as experts in the field of law enforcement. No members of this board shall be connected with the departments in any way including special deputies.

Each list of eligibles will be established for the specific position that the eligibles have applied for and shall be maintained for that specific position only for a period of ninety (90) days."

The County, in its brief, strenuously contends that the Union proposal is contrary to the Statutes and requests the County to do something that it does not have lawful authority to grant as specifically referred to in Section 111.77 (6) of the Wisconsin Statutes. The County contends that the personnel committee referred to in the second paragraph of the Union's proposal refers to the personnel committee which consists of three elected County Board supervisors. As such, the County contends that the examining board would be in violation of the statutes creating the Civil Service Commission and specifically in violation of Section 63.01 (1) of the Wisconsin Statutes which in part reads as follows:

"Such commission shall consist of five members, all of whom shall be legal residents of the County. Appointments shall be made on the basis of recognized and demonstrated interest in and knowledge of the problems of civil service. No person holding an elective or appointive position or office of any sort in said County government shall be appointed thereon."

There exists a maxim of contract interpretation in courts of law which is also employed by arbitrators to the effect that of two possible constructions of ambiguous contract language, one illegal and the other legal, that an inference exists that the legal interpretation was intended. The undersigned is of the judgment that reference to the "personnel committee" as contained in the second paragraph of the Union's proposal, that the intention thereof was to refer to the Grievance and Personnel Committee, also referred to as the Civil Service Commission under the civil service ordinance. Such construction does lend legality to the proposal. Such construction is also consistent with the reasons advanced by the Union during the hearing for the inclusion of two disinterested persons to sit with the oral examining board when rating applicants. The sole purpose advanced for such proposal by the Union was that the oral examining board should have the assistance of experts in the field of law enforcement in arriving at their evaluation of prospective applicants. Nowhere in the argument or presentation of the Union was there a reference that would specifically indicate that they intended such examination board to be that of the County Personnel Committee comprised of the three appointed supervisors. Clearly such intention, as pointed out by the County, would be contrary to the relevant statutes. Rules of construction would provide a basis for imposing the legal interpretation thereon. Given such legal interpretation, in the judgment of the arbitrator, the proposal of the Union is equally as reasonable as that proposed by the County. I do not regard the subject issue as being of an over-riding consideration in arriving at an end conclusion on all the issues presented.

PART-TIME EMPLOYMENT

The Union proposes that the contract contain the following provision:

"There shall be no more than three (3) part-time deputies."

The Union based its reason for such proposal on the fact that there had been an informal indication that the County intended to cut costs and reduce the number of employees in the department. The Union contended that the possibility existed for the County to use numerous part-time employees at rates not covered by the

contract to replace and perform work otherwise performed by regular full-time employees. The Union further contended that the use of part-time employees with questionable ability and training would jeopardize the safety of the other regular employees. They contend that their proposal of limiting the hiring of part-time employees to no more than three was intended to prevent the County from engaging part-time employees to perform work that is normally done by regular department employees. They contend that such provision is not intended to prevent the County from hiring additional employees on a part-time basis for emergencies or in other situations not directly aimed at depriving a regular full-time employee from their normal work.

The County contends that such restriction could seriously hinder the department in its ability to perform its function. They contend that such restriction would prohibit them from engaging part-time employees in case of short-term emergencies. Additionally, the County contends that they should have the flexibility to determine the best method of providing law enforcement and of performing its function to Jefferson County, which may include the determination that the use of more than just three part-time deputies is desirable.

While the language presented by the Union in its proposal would appear to be clear on its face in prohibiting the use of more than three part-time deputies under any condition, the position taken by the Union at the hearing wherein they specifically stated that such provision is not intended to and would not be advanced as a restriction by the Union on the right of the County to engage part-time deputies in excess of three for emergency situations, in the judgment of the undersigned, would bind the Union to such interpretation. Given such interpretation, and given the reasons advanced by the Union for the inclusion of such provision in the contract, it would appear that the County retains the flexibility it desires for any contingencies that arise. The sole restriction of such contractual provision in view of the Union's stated reasons herein would therefore be where part-time deputies in excess of three would be used for the express purpose of performing work normally performed by regular deputies.

On the basis of such rationale and the limits as enunciated by the Union, the undersigned finds that the inclusion of such provision is not unreasonable nor is it of such significance that its inclusion or exclusion would substantially alter the more substantial considerations, specifically the economic ones herein-before discussed.

MAINTENANCE OF STANDARDS

The County contends that the Union has presented no evidence to support its request for such clause. They contend that the uncertainty and ambiguity of such clauses create numerous day to day labor relations problems and inhibit the flexibility and innovation that municipal employers and unions need to be allowed to engage in to develop the relatively new field of municipal labor relations.

The Union contends, on the other hand, that the inclusion of such a provision merely maintains the highest minimums in existence of benefits that the employees are enjoying at the time of reaching an agreement. They contend that in the absence of

such a provision, the parties would be faced with the proposition of listing numerous items that affect the wages, hours and conditions of employment, and that in so doing it would create a number of other issues that would make total agreement more difficult to attain. They contend that such provision is included in numerous contracts involving private employers and that it has posed no problem in those situations.

The arbitrator is fully aware of the proposition that almost every management negotiator resists the inclusion of such a **past** practice provision. He is also fully aware of the fact that such provision is found in numerous contracts in private employment and is also found in a few municipal contracts. If taken singly, based upon the arguments advanced by both parties herein, the undersigned would be inclined to hold in favor the County, on the basis of the arguments advanced by them, and in the absence of compelling reasons presented by the Union for its inclusion. The fact remains, however, that such issue is but one of a number of issues presented for determination. In the judgment of the arbitrator, no over-riding compelling reasons exist that would justify a determination that this issue should over-ride and prevail against the basic results arrived at from the comparative economic evaluation hereinbefore set forth. For such reason, it is the determination and finding of the undersigned that the Union request for inclusion of such provision is not unreasonable nor subject to sufficient consideration to dictate a finding on the total matter herein in favor of the County's position.

SUMMATION

The undersigned has considered the issues presented herein in conjunction with the other factors specified in Section 111.77 (6) of the Statutes, but omits further discussion thereon in the interest of brevity. The undersigned is not unmindful of the fact that the cost of living has risen sharply during the year 1973 to the present date. Such fact clearly operates in favor of the Union proposal. The undersigned has further given deep consideration to the lawful authority of the employer, as herein-above discussed with respect to the specific issues where material, the stipulations of the parties, and the interests and welfare of the public and the financial ability of the unit of government to meet such costs. The undersigned is not unmindful of the contentions of the employer that the costs of the subject settlement are substantial. While considerable documentation was presented by the employer tending to show the actual economic cost and impact on the employer, there has been no contention that the employer lacks the ability to pay. While the total economic impact is substantial, however, the fact remains that the comparative analysis to what the undersigned regards as those most appropriate for comparison purposes, the Union proposal appears to place Jefferson County on a more equal and comparative stature to those most appropriate comparatives. Had the undersigned been given a free choice with regard to the specific issues, the recommended basis of settlement would have been somewhere between the two offers of the parties. Not having been given such choice, however, it is the considered judgment of the undersigned that the Union's final offer is preferable. On the basis of such conclusion, it therefore follows that the undersigned renders the following:

AWARD

That the Union's final offer as herein above described is selected pursuant to Wisconsin Statutes Section 111.77 and is hereby incorporated herein. The collective bargaining agreement between the parties shall consist of the terms agreed upon and including those matters as contained in the Union's final offer.

Dated at Madison, Wisconsin this 25 day of July, 1973.

Robert J. Mueller /s/
Robert J. Mueller
Arbitrator