

OPINION
IN
ARBITRATION

_____)	
OZAUKEE COUNTY LAW ENFORCEMENT ASSOCIATION)	
_____)	
-and-)	WERC Case II #18676 MIA-141
_____)	Decision No. 13359-A
OZAUKEE COUNTY, WISCONSIN)	
_____)	

ISSUE IN DISPUTE: Those terms of the collective bargaining Agreement for the year 1975 which the parties have not been able to establish by mutual agreement and which, pursuant to a Petition by the Ozaukee County Law Enforcement Association, the Wisconsin Employment Relations Commission, in accordance with Section 111.77 of the Wisconsin Statutes, has ordered to be determined through final and binding arbitration.

ARBITRATION PROCEEDINGS

By agreement of all concerned, the arbitration hearing was held in the Ozaukee County Court House, Port Washington, Wisconsin, on June 3 and 16, 1975.

A record of the proceedings was made and transcribed (426 pages) by Court Reporter Dorothy M. Wagner, Milwaukee. The post-hearing Briefs were received by the arbitrator on August 16, 1975.

PRESENT FOR THE PARTIES

<u>For the Association:</u>	Patrolman Richard Speth	President	[Witness]
	Traffic Officer Joseph L. Mortl	Secretary	[Witness]
	Radio Operator Greg Eichstaedt	Bargaining Committeeman	[Witness]
	James T. Hublow (Levy & Levy, Cedarburg, Wis.)		Attorney
	Donald A. Levy	" " " "	Attorney
<u>For the County:</u>	Harold C. Dobberpuhl	County Clerk	[Witness]
	Allen Goldmann	Chairman, Personnel Committee	[Witness]
	Marshall R. Berkoff	(Michael, Best & Friedrich; Milwaukee)	Attorney
	James W. Nellen II	" " " "	Attorney

BACKGROUND TO ISSUE

The parties have had written Agreements since 1969. The most recent Agreement was in effect for the 2-year period which expired on December 31, 1974.

On December 26, 1974, the Association (the representative of the then 27 non-supervisory Law Enforcement Officers of the County) petitioned the Wisconsin Employment Relations Commission for "compulsory final and binding arbitration", pursuant to Section 111.77(3) of the Municipal Employment Relations Act. It petitioned for the purpose of resolving an impasse arising in its collective bargaining with the County. Following the Commission's "Findings" in the matter, as required by the Statutes, the undersigned impartial arbitrator, H. Herman Rauch, was appointed to hear and decide the unresolved matters involved in the impasse.

Under date of May 21, 1975, the Association submitted to the WERC an amended "final offer" pertinent to the matters which, at that time, remained in dispute. That offer provided as follows:

- "1. That the language of the previous contract be used in most instances.
2. That a One Hundred Twenty (\$120.00) Dollar across-the-board raise per month be granted and that an additional step wage increase is not acceptable.

3. That the vacation schedule be increased as follows: 2 weeks after one year; 3 weeks after 7 years; 4 weeks after 12 years; and 5 weeks after 20 years.
4. That all overtime in excess of 8 1/4 hours per day and 41 1/4 per week be compensated at the rate of time and a half.
5. That retirees be paid for a maximum of ninety (90) days accumulated sick pay.
6. That the contract be for one (1) year."

Under date of May 27, 1975, the County submitted an amended final "offer." That offer proposed the following:

- "1. The language of the Contract expiring December 31, 1974 be continued.
2. A salary increase of 7% across-the-board be initiated effective January 1, 1975 together with the addition of one step in each unit classification with the effect of an average increase during the year 1975 of approximately 11%. Each employee to receive at least one step increase during the calendar year.
3. All overtime in excess of forty-one and one-quarter (41-1/4) hours per week be compensated at the rate of time and one-half (1-1/2) the employees' base rate.
4. A one year contract."

The subject matter of the 2 cited "offers" is involved in the present proceedings. Under the Statute, the arbitrator must decide which of those offers--each considered in its entirety--is, under the guide-lines established by the law, most appropriate for inclusion in the Agreement being negotiated.

The arbitrator assumes that the terms of the 1973-1974 Agreement will continue to apply in its successor, unless and only to the extent that those terms are modified either by agreement of the parties or by the instant proceedings.

The parties agree that the contract here involved shall be effective for the calendar year 1975.

ARBITRATOR'S FINDINGS AND COMMENTS -- RE: SALARY PROPOSALS FOR 1975

The Association proposes that each salary-rate applicable to the various "steps" of the salary progression schedule, established for each "position" in the prior (the 1973-1974) Agreement, be increased \$120.00 per month.

The County proposes that each salary-rate applicable to those schedules be increased 7%,--and that a "step" (with a proportionately increased salary-rate) be added to each "position".

The evidence establishes that the County, by unilateral action, as of January 1, 1975, has given effect to what it here proposes. Since that date, therefore, the employees in the Association's bargaining unit have had their salary paid by the County in accordance with that proposal. The Association has argued that this action by the County constitutes a violation of that Employer's legal responsibility in the collective bargaining process. Whatever the proper legal conclusion to that contention, this proceedings, in the opinion of the arbitrator, is not the proper forum for disposing of that allegation.

The following shows the salary schedule, by steps, when the proposals of the parties are applied to the 1973-1974 schedule:

MONTHLY SALARIES

STEPS

POSITION	No. of Persons	0	6	18	30	42	54	66	78	
		Months	Months	Months	Months	Months	Months	Months	Months	
Radio Operator	10	\$734	\$767	\$802	\$837	\$871	\$906	\$940		1974 Rate County Proposal Association Proposal
		785	821	858	896	932	969	1006	(\$1042)	
		854	887	922	957	991	1026	1060		
Traffic Officer	9	802	837	871	906	940				1974 Rate County Proposal Association Proposal
		858	896	932	969	1006	(1042)			
		922	957	991	1026	1060				
Investigator	3	843	883	922	962	1004	1043			1974 Rate County Proposal Association Proposal
		902	945	987	1029	1074	1116	(1158)		
		963	1003	1042	1082	1124	1163			
Sargant	5	843	883	922	962	1004	1043			1974 Rate County Proposal Association Proposal
		902	945	987	1029	1074	1116	(1158)		
		963	1003	1042	1082	1124	1163			

NOTE: The circled rate is the rate proposed by the County for the "step" it suggests b added to the progression steps provided for in the 1973-1974 Agreement.

% SALARY RATE INCREASES PROPOSED BY PARTIES

	<u>% Increase - Starting Rate</u>		<u>% Increase - Top Rate</u>	
	<u>County</u>	<u>Association</u>	<u>County</u>	<u>Association</u>
Radio Operator-Jailor	6.95%	16.35%	10.85% (if 78 months is top) 7% (if 66 months is top)	12.76% (66 months)
Traffic Officer	6.98%	14.96%	10.85% (if 54 months is top) 7% (if 42 months is top)	12.76% (42 months)
Investigator & Sargeants	7.0 %	14.23%	11.0% (if 66 mo. is top) 7% (if 54 months is top)	11.5% (54 months)

Based on the employment date for the employees in the various job classification here involved, 17 of the 27 employees then in the bargaining unit were (as of January 1, 1975) affected by the addition of a salary progression step to each classification--as here proposed, and as it was put into effect by the County. County Exhibit #2 shows as follows:

<u>Total Number</u>	<u>Classification</u>	<u>Employment Date</u>	<u>Number Affected</u>
10	Radio Operator	4/15/68 (or earlier)	4
9	Traffic Officer	2/ 9/70 " "	5
3	Investigator	2/ 1/69 " "	3
5	Sargeant	2/ 1/69 " "	5
<u>27</u>			<u>17</u>

As of June 1, 1975, one of the relatively new employees, who had been in the bargaining unit at the beginning of the year, had resigned (County Exhibit 1) and 5 had been hired (County Exhibit 2). Therefore, at the time of this hearing, there were 31 persons in the unit.

The following indicates the contentions of the parties respecting the justification of their wage offers:

- 1) The Association has 2 basic objections to the salary increase proposal of the County:
 - a) The across-the-board increase is inadequate. It does not compensate for the cost-of-living increases which have occurred since February 1973 and is not in line with the going rates for the same work in other comparable areas.
 - b) The addition of a "step" in the salary progression schedule, as the County has done, in order to provide a 4% salary increase--beyond the 7% across-the-board increase--for the people in the top step of the 1973-1974 schedule, serves only to lengthen the period for all others to reach the top rate.
- 2) The County contends that, by its proposal, the Board sought to maintain the position of recent years, that "what we have done for the Sheriff's Deputies, we would do for other County employees." [Testimony, Chairman, Personnel Committee.] He noted that, in the prior 2-year Agreement with the Association, there was a provision that there would be a 4 1/2% across-the-board increase for 1974 but that, if the other employees under the jurisdiction of the Personnel Committee received more, the Sheriff's Deputies would receive an equal amount. This latter provision produced a 6% increase for the Deputies in that year.

The County's proposal to the Association for 1975 is in line with the salary increases granted to the other employees.

The County also contends that the salary rates it here proposes for 1975 are in line with the rates payable for comparable work in similarly situated communities.

RE: OVERTIME PROPOSALS FOR 1975

The prior Agreement made no provision for premium pay for overtime work. Therefore, both the County's proposal (time-and-one-half after 41 1/4 hours in the work-period) and the Association's proposal (time-and-one-half after 8 1/4 hours per day and 41 1/4 per work-period) constitute improvements over the 1973-1974 contract terms.

The Sheriff's Deputies have a work schedule of 5 work-days, followed by 2 days off; then 4 work-days, followed by 2 days off. This constitutes one of the 28 work-cycles, of 13 days each, in a one-year period. Under the 8 1/4 hours per day work schedule, the employee has 2079 normal work hours (compared to 2080 hours in a 40-hour work-week) in a year.

The evidence in this case shows that daily overtime predominates in the neighboring counties and communities. It also establishes that the employees of the County's Highway Department receive the time-and-one-half rate for hours beyond the normal daily and weekly hours. [The Personnel Committee which is involved in the negotiations with this Law Enforcement Association does not act for the County in the Highway Dept. negotiations.]

RE: THE ASSOCIATION'S VACATION PROPOSAL FOR 1975

The following reflects the "Vacation" provided for in the prior Agreement (in respect to which the County proposes no change) and the changes proposed by the Association:

<u>1973-1974 Agreement</u>						<u>Association's Proposal for 1975</u>							
2	weeks	after	1	year	of	employment	same						
3	"	"	10	years	"	"	3	weeks	after	7	years	of	employment
4	"	"	15	"	"	"	4	"	"	12	"	"	"
5	"	"	25	"	"	"	5	"	"	20	"	"	"

The evidence presented by the Association shows that Sheboygan County had a "10, 15, 20-year" vacation schedule in 1974 and that Waukesha and Racine Counties have the schedule here proposed by the Association. It also shows that, among the neighboring communities, only Mequon and Bayside have a vacation schedule equal to or better than that proposed here by the Association.

RE: SICK-PAY FOR RETIREES

The Association proposes that the 1975 Agreement introduce a provision which makes the employees eligible for a maximum of 90 days of sick-pay (based on their accumulated sick-pay eligibility) when they retire. Such pay would be due in the ratio of 90 days for 120 days' eligibility.

Under the prior Agreement, the individual employee could accumulate no more than "120 working days" of such leave. Any unused accumulation in excess of that maximum in any year is disposed of at the end of the year by a payment to the employee of a sum equal to 50% of his salary-rate. The effect of the Association's proposal is that, at time of retirement, the employee would be paid at his normal salary-rate for 3/4 of the accumulated sick-leave then remaining to his credit;--or, put another way, would be paid 75% of his salary-rate for each such day still remaining to his credit at the time of retirement.

The Association points out that Sheboygan County pays up to 60 days of sick-leave on retirement; that Milwaukee pays 30 days, and that Racine (in 1974) paid \$8.00 per day for whatever sick-leave the individual had to his credit at the time.

In his post-hearing Brief, Counsel for the Association included a copy of the Agreement between the City of West Bend and the West Bend Policemen's Protective Association applicable to the year 1975. That Agreement provides that:

"If an officer retires during the year 1975 and has accumulated 68 or more days of sick leave, the City will pay for his hospitalization insurance." -- ["...up to the age when Medicare shall take effect..."]

Currently, there are 2 employees in the bargaining unit who are at the retirement age. Each of them has the maximum of 120 days of sick-leave to his credit. Assuming that they retire during 1975 and have not, prior to that time, reduced the cited amount of sick-leave, they would be eligible, under the Association's proposal, for 90 days' pay at the salary-rate applicable to them at the time. The County calculates that the sum so payable to each of these men would be over \$4,400.00.

RE: COST OF PROPOSALS

The County presented evidence which shows that, in 1974, the total cost to the County to operate the Sheriff's Department was \$389,958.00. [County Exhibit #11.] This includes all salaries (not limited to the employees in the bargaining unit), holiday pay, insurance, etc. By applying the offer it makes in this case to those 1974 cost figures, it estimates that the operating costs for this Department (including the roll-up effect of salary and other increases) will be higher by about \$51,737.00 -- 13.27% over 1974. Based on its proposed salary-increase schedule, it estimates that, for 1975, salaries (including vacations) will represent \$327,380.00 of the total cost (up from \$292,045.00 in 1974), and overtime (after 41 1/4 hours) will cost \$14,406.00 (up from \$8,658.00 in 1974 when the straight-time rate applied). [County Exhibit #11.]

The County has also estimated that, if the Association's offer is applied, in 1975 salaries (including vacations) will cost \$339,322.00 and overtime (including daily overtime), \$14,772.00. [County Exhibit #12.] This does not appear to include the \$4,400.00 retiree sick-pay for which each of 2 employees would be eligible if they elected (or were forced by law) to retire during 1975. The Association contends in its post-hearing Brief that "the total requested difference over 1974 should amount to \$330,925.00 (instead of \$339,332.00)...the difference of \$9,322.00 is what the Association members received as step increases as heretofore had been bargained for." [Association Brief, p. 18.]

The difference in the cost between the two proposals is about \$15,000.00; i.e., the Association's "final offer", if awarded, would increase the cost that much over the estimated cost of the County's "final offer". [Association's Brief, p. 10.] Again, this estimate apparently does not include the cost for "retirees' sick-pay" which would be added in case the 2 employees retired during 1975.

ARBITRATOR'S ANALYSIS OF EVIDENCE

The arbitrator is aware of the various factors defined by the Wisconsin Statute [111.77(6)] which he is to consider in arriving at his award.

During the hearing, the parties devoted a considerable amount of time to surveying the question whether or not the County has the financial ability to apply the terms of the Association's proposal. From those discussions, the arbitrator concludes that it does have that ability.

In the arbitrator's opinion, an important consideration in this case is the fact that the County's offer parallels the salary and other benefits which it has applied to the other employees in respect to whom the Personnel Committee represents the County. It is also clear that this parallelism has a history -- reflected in the fact that, in 1974, the members of the Association were the beneficiaries of that policy. By virtue of a contract provision, they got a salary increase in that year (above and beyond the increase provided for when the contract was made) in line with the increases the other employees received for that year. This suggests that the Association, at that time, recognized the need for, or desirability of, wages, hours and other conditions of employment to be upgraded proportionately on an intra-County basis. It would appear reasonable to assume, therefore, that this policy should be continued, unless there is now substantial reason to depart from it.

Since the salary-rates payable by other jurisdictions relate to Patrolmen (in this case know as Traffic Officers), the analysis here presented will be based on that classification. It is assumed that all of the other counties and municipalities cited by the parties have established (as in this case) what they consider to be an equitable salary relationship between the various classifications involved. That relationship is not questioned in this case.

Ozaukee County is one of 4 counties which border on the largest and most urbanized county in the State. A significant part of the population of each of these counties is tied, economically, to enterprises located in Milwaukee County. Although difficult to measure precisely, it would appear to be a reasonable assumption that the functional life of Sheriff Deputies in those counties would be substantially similar in most of the areas which characterize their work.

Milwaukee County, in 1974, paid its Patrolmen a starting salary of \$11,610.00 per year, and the maximum rate of \$12,995.00, after 48 months of service. As the result of an arbitration proceedings, those rates have been increased 50¢ per hour for 1975. (It should be noted that the award which produced this increase was made since the hearing in the instant case was concluded. This finding, therefore, is based on published reports to the effect stated, and could not have been know by either Ozaukee County or the Association when they formulated their "final offers" for this proceeding.)

Based on the cited award, the 1975 salary-rates for Milwaukee County will be increased \$1,040.00 per year (based on the normal 40-hour week), and produces a starting rate of \$12,650.00 and a maximum rate of \$14,035.00. This represents an 8.9% increase over the 1974 rate.

The arbitrator notes that, when the cited increase for Patrolmen in Milwaukee County is compared with the increase proposed by the parties in this case, the Association's proposal would produce a \$1,440.00 increase in the starting and the maximum rates (for an 8 1/4-hour work-day), and the County's proposal would produce an increase of \$672.00 in the starting rate and \$1,224.00 in the maximum rate after 54 months of service. However, based on the prior maximum at 42 months' calculation (which the Association wants maintained), the rate proposed by the County for that maximum step represents an increase of \$792.00. The Association's proposal would, therefore, for 1975, produce a reduction of \$400.00 in the differential between Milwaukee and Ozaukee Counties (which differential in 1974 was \$1,936.00); and the County's proposal, for the starting rate, would increase the differential but, for

the maximum rate, would apparently maintain it at or near the previous level of differential (taking into consideration the variance in the number of months to attain the maximum).

Washington County, which borders both on Milwaukee and Ozaukee Counties, does not yet have its commitments to the Sheriff's Deputies established for 1975. However, the evidence establishes that its starting salary in 1974 was \$888.00 lower, and its maximum salary (period to attain maximum not in evidence) was \$240.00 higher than the annual salary paid to Patrolmen in that year in Ozaukee County.

For whatever value the information may have, the county seat of Washington County (West Bend) has concluded its commitments to its Police employees for 1975. Apparently, its Patrolmen are not in the bargaining unit during their 1st year of employment. However, when the 1st year of service is completed, their annual rate is \$11,064. (The Association here proposes that the Ozaukee Patrolmen be paid \$11,484.00, and the County offers \$10,752.00 at that point of their service.) West Bend is committed to pay \$11,844.00 (8 1/4-hour normal day) after 48 months, and the maximum of \$12,372.00 after 60 months of service. (The Association here proposes a maximum of \$12,720.00 after 42 months; the County offers \$12,504.00 after 54 months.)

Waukesha County, to the west of Milwaukee, is committed, for 1975, to pay Patrolmen a starting wage of \$10,344.00 (10% increase) and \$12,732.00 after 48 months of service,--(compared to \$11,064.00 and \$10,296.00 as starting wage, and \$12,720.00 after 42 months and \$12,504.00 after 54 months, proposed by the Association and the County, respectively.)

In 1974, Waukesha County had a starting rate which was \$222.00 per year lower, and \$294.00 higher (after 48 months) than Ozaukee County paid (after 42 months).

Racine County to the south, with a considerable urban industrial area of its own, had a starting rate of \$11,544.00 and a \$12,384.00 maximum rate (after 48 months of service) for its Patrolmen in 1974. This was \$1920.00 above the starting rate and \$1,104.00 above the maximum (42 months) rate paid by Ozaukee County. The evidence does not establish what the starting rate for Patrolmen in Racine County is for 1975 but the maximum (after 48 months) has been increased 5.6%,--to \$13,080.00. (When compared to the proposals for Ozaukee County, that maximum rate is \$360.00 above the 42-month rate proposed by the Association and \$576.00 higher than the 54-month rate offered by the County. For the 42 up to 54-month service period, the Racine rate is \$1,008.00 higher than Ozaukee County proposes.)

Sheboygan County (which borders Ozaukee County on the north) increased, for 1975, the 1974 starting rate (\$8,415.00) 5.8% (to \$8,904.00). Its 1975 maximum rate of \$9,900.00 (achieved in 24 months) was increased from \$9,408.00 paid in 1974. When the 1974 rates and the proposals of the parties in the instant case are compared with the cited rates applicable to Patrolmen in Sheboygan County, the following results are achieved:

The 1974 starting rate, Ozaukee County	= \$1,209.00 higher	than Sheboygan's;
" " maximum " " " "	= \$1,872.00 " (in 42 mo.)	" " (in 24 mo.);
The Association's proposed starting rate for 1975	= \$2,160.00 higher than Sheboygan's 1975	starting rate;
Ozaukee County's " " " " "	= \$1,392.00 " " " " "	" " " " "
The Association's " maximum " " "	= \$2,820.00 " (after 42 mo.)	than Sheboygan's (after 24 mo.)
Ozaukee County's " " " " "	= \$2,604.00 " (after 54 mo.)	than Sheboygan's (after 24 mo.)

The evidence in this case also shows the salary-rates established for Patrolmen in a number of municipalities,--most of them suburban communities to the City of Milwaukee. In some cases, only the 1974 rates are indicated. In those cases (Shorewood, Whitefish Bay, River Hills, Menomonee Falls) the maximum rate applied after 36 months of service, and ranged from \$12,240.00 (in River Hills) to \$12,459.00 (in Shorewood). (The maximum rate for 1974 in Ozaukee County was \$11,280.00 after 42 months.)

In 1974, Brown Deer, Mequon, Grafton and Germantown paid a maximum within the range of \$12,048.00 (Brown Deer) and \$12,599.00 (Mequon) after 36 months--(except Mequon, after 48 months and Grafton, after 60 months); and for 1975, have increased those maximum rates within the range of \$12,981.00 (Germantown) to \$13,800.00 (Grafton).

Those increases represent a percent of increase ranging from roughly 5.5% (Germantown) to 10% (Brown Deer).

Thiensville and Fox Point moved into the same maximum salary range for 1975 by increasing those rates 10.5% and 9.6%, respectively. The starting rates of those two communities are increased 16.7% and 14.9%, respectively, for 1975. Bayside, with a maximum rate of \$13,920.00 (after 36 months) for 1975, granted an 8.9% increase to reach it. Its increase in the starting rate, however, was only 2.3%.

CONCLUSION

The content of the proposals by the parties, when viewed in the light of the statutory limitations within which the decision must be made, have made it very difficult for the arbitrator to select that "offer" which, in his judgment, is the most appropriate.

In the first place, the Association is proposing, in effect, that the intra-county salary pattern, which has prevailed for some time and from which the employees here involved benefitted in 1974, now be abandoned in favor of an inter-community relationship structure. Most persuasive in the argument that the old pattern be abandoned is the arbitrator's conviction that the employees in the bargaining unit here involved -- when compared to the employees in the Sheriffs' and Police Departments in the general area (as measured by the Patrolmen's salary-rates) -- are at least a few percentage points below a comparable salary-rate structure.

Among the bothersome facts in this case are:

- 1) that the County elected to lengthen the time before the maximum rates are reached. It did this solely as a means of granting the employees who were in the top step (42 months or over) a salary increase comparable to that for which the employees in the lower steps were eligible. The result of that addition lengthens the step progression process beyond any prevailing in the other counties in the area, and much more beyond that prevailing in most of the municipalities.
- 2) that the County elected to propose the payment of overtime (at the usual premium rate) only if the employee works in excess of 41 1/4 hours in his normal work-week. In view of the "5 - 2; 4 - 2 work-cycle" (which is repeated 28 times per year), under that proposal the "4 - 2" portion of the cycle would permit the County to require the equivalent of an extra day of work before premium pay becomes due. This means that, in a year, the equivalent of 28 days of overtime at the straight-time rate of pay could be required. There was no showing that such a requirement is justified by the general practice elsewhere. In the arbitrator's opinion, premium pay should apply to hours beyond the normal daily and work-period schedules, as it commonly does in private employment and as is becoming common in public employment.

The Association's proposal also creates problems for the arbitrator in arriving at his conclusion regarding which of the "packages" offered is the more appropriate.

- 1) In his opinion, the proposal that the starting salaries and all of the prevailing steps (as established in the 1973-1974 Agreement) of each classification be increased \$120.00 per month (\$1,440.00 per year) is not warranted by the evidence which was presented in this case. Assuming the accuracy of the Association's contention that its members have fallen 12.4% behind the cost-of-living increase, it is evident from the record that salary increases in the public sector in the area for 1975 (except in a few instances) have failed to match that trend by a

wind-fall in excess of \$4,000.00 for the retiree. The alleged objective is to provide the retiree with money with which to provide health insurance until Medicare becomes available at the Social Security retirement age.

The arbitrator sees merit in providing some such help for the cited purpose. There are some programs established by agreements aimed in that direction. However, they normally require that the Employer, under defined conditions, continue to provide such security until the Federal program applies. But there is no evidence that any county or community in the area provides a lump-sum payment of that dimension to retirees for that purpose. The limitation of the lump-sum method of sick-benefit consideration is that the retiree may achieve such protection from some other employment which he might undertake, or by provision of law (since it is the law which forces the early retirement). There is no assurance, therefore, that the lump-sum the Association proposes be paid by the County for that purpose will, in fact, be needed or applied for that purpose.

Because of the problems which the "final offer" package of both parties produce for the arbitrator--(when he appraises them in the light of a reasonable and equitable solution to the disputed issues)--he would very much prefer to be either a "fact-finder" in this case, free to recommend solutions to the parties, or in an arbitration process in which he would be free to accept the offer related to each individual issue which he deemed more appropriate.

DECISION

In view of the arbitrator's obligation to select, "without modification," the "final offer" of the party whose proposals, in respect to the issues in dispute, collectively considered, are the most appropriate in the light of the evidence presented (when measured by the "factors" established by the law under which this proceeding is conducted), the arbitrator concludes that the "final offer" of the County is the more equitable and appropriate of the two presented. Therefore, the award in this case is that the "final offer" of Ozaukee County be incorporated into the 1975 Agreement between the parties here involved.

September 8, 1975

Date

H. Herman Rauch /s/

H. Herman Rauch, Impartial Arbitrator
(by Appointment, Wisconsin Employment
Relations Commission)