

FINAL OFFER ARBITRATION AWARD

Wisconsin Employment Relations Commission Case 158, No. 56824, INT/ARB-8566
Decision No. 29559-A

In the matter of the final offer interest arbitration between

American Federation of State, County, and Municipal Employees,
Local 1366-E, AFL-CIO

- and -

Fond du Lac County

DATE OF PETITION TO INITIATE ARBITRATION:	September 18, 1998
DATE OF WERC INVESTIGATION:	December 2, 1998
DATE FINAL OFFERS SUBMITTED:	February 16, 1999
DATE OF ORDER REQUIRING ARBITRATION:	February 23, 1999
DATE OF ARBITRATOR APPOINTMENT:	March 8, 1999
DATE OF HEARING:	May 24, 1999
LOCATION OF HEARING:	Fond du Lac, Wisconsin
DATE HEARING CLOSED:	May 24, 1999
DATE POST-HEARING BRIEFS FILED:	June 14, 1999
DATE REPLY BRIEFS FILED:	June 28, 1999
DATE RECORD CLOSED:	July 1, 1999
ARBITRATOR:	Richard N. Block

APPEARANCES:

For American Federation of State, County, and Municipal Employees (AFSCME), Local 1366-E:

Mr. James E. Miller, Staff Representative
Ms. Anne Papenfuss
Ms. Renee' Henkes-Rickert
Ms. Judy Manos
Ms. Julie Roseman
Ms. Lynda K. Krupp

For Fond du Lac County

Mr. Richard Celichowski, Director of Administration
Mr. Edward Schilling, Director of Social Services
Mr. Joseph Marchant
Mr. Donald J. Dykstra, Member, County Board

BACKGROUND

This proceeding was initiated by a petition filed pursuant to Section 111.70(4)(cm)6 of the Wisconsin Statutes by the American Federation of State, County and Municipal Employees, Local 1366-E (hereinafter the Union) alleging that there was an impasse in negotiations with Fond du Lac County (hereinafter the County). The Union represents 70 paraprofessional employees employed by the County's Department of Social Services.

At the hearing in this matter held on May 24, 1999 in Fond du Lac, Wisconsin, both parties agreed that the following counties were comparable to Fond du Lac County: Dodge, Manitowoc, Outagamie, Sheboygan, Washington, and Winnebago. Both parties received a full opportunity to present documentary and testimonial evidence through witnesses and to cross-

examine witnesses called by the other party. Both parties submitted post-hearing briefs and reply briefs, and the record was closed on July 1, 1999.

FINAL OFFERS OF THE PARTIES

Final Offer of the Union

1. Two-year contract effective January 1, 1999.
2. Wages: Effective 1/1/99 - 3% across the board increase to all rates except 54 mos. and 60 mos.
3.5% across the board increase to 54 mo. and 60 mo. rate
Effective 1/1/00 - 3% across the board increase to all rates except 54 mos. and 60 mos.
3.5% across the board increase to 54 mo. and 60 mo. rate
3. Accept the County's proposed changes to ARTICLE XIV. HOURS OF WORK as presented in its final offer of December 3, 1998.
4. All tentative agreements (attached). .

Final Offer of the County

1. ARTICLE XIV. HOURS OF WORK

Section 1. The normal schedule of work shall be Monday through Friday. The normal work day shall be seven and one half (7-1/2) hours per day. The regularly scheduled work day will be the agency's hours of business from 8:00 AM to 4:30 PM with one (1) hour allowed for lunch subject to the following exceptions:

- a) The agency may extend its current hours of business to no later than 8:00 PM one (1) evening (Monday, Tuesday, Wednesday, or Thursday) per week at each of its locations. Management will determine staffing needs based on the required classifications, numbers and levels of expertise needed to provide the desired service.
- 2) The agency may extend its current hours of business to no later than 6:00 PM up to two (2) other evenings (Monday, Tuesday, Wednesday, or Thursday) per week at each of its locations. Up to one-third (1/3) of the bargaining unit employees excluding Group Shelter care and Homemaker employees may be scheduled to work the extended hours.

Management will assign staff in the following order:

- a) Employees who desire to work in order of seniority.
- 2) Any additional employees required in reverse order of seniority.

No employee may be assigned to work an extended schedule more than one (1) evening per week.

The only exceptions to the above schedule are:

- 1) Employees whose clients can only meet with them outside normal business hours. These employees may be scheduled to work a maximum of four hours per week during evening hours solely with respect to time spent in servicing the aforementioned clients as part of their normal thirty-seven and one-half (37-1/2) hour normal work week. The corresponding numbers of scheduled evening hours will be deleted from the 8:00 AM to 6:00 PM work schedule at time mutually agreeable to the employee and the employer. In the event the parties fail to reach agreement as to which hours are to be deleted, the Director shall designate such hours.
 - 2) Employees working on approved flex time schedules.
2. Wages: Effective 1/1/99 - 3% across the board
 Effective 1/1/00 - 3% across the board
 3. Items of Tentative Agreement Dated December 2, 1998.

POSITIONS OF THE PARTIES

Position of the Union

The Union argues that the County, in negotiating the 1999-2000 collective bargaining agreement with the social worker bargaining unit, gave that unit a 3.5% wage increase for employees at the top of the scale as a quid pro quo for agreement by the social worker unit to County language for evening staffing, permitting the Department to be open until 8:00 PM on

Monday and to 6:00 PM on two other days of the week. In addition, the language provides that no employee may be required to work more than one extended day in a week. As the paraprofessional bargaining unit has agreed to hours language comparable to that which the social worker unit agreed, the Union contends that the paraprofessional unit should receive the same quid pro quo, a 3.5% wage increase for employees at the top of the scale.

In support of its contention that the 3.5% top of the scale wage increase for the social workers was a quid pro quo, the Union points out that the County met with a mediator separately for each bargaining unit during sessions in which the key issue was the changing the language on hours of work. The County and the mediator met with the paraprofessional unit first, after which the County and mediator met with the social worker unit. Although the County and the paraprofessionals were unable to agree, the County and the social workers were able to agree, and in return for the social worker agreement on hours, employees at the top step of the social worker classifications were given a 3.5% increase rather than the 3.0% increase given to employees in social workers unit below the top step.

The Union points out that because the paraprofessional mediation occurred before the social worker mediation. Because the latter had agreed to the changes in the language in hours of work, the Union had no choice but to agree to the change in the hours of work language and then ask for the quid pro quo of the extra .5% in wages in arbitration.

The Union argues that the evidence does not support the County's contention that the additional .5% given to the social workers at the top of the step was because the social workers wages were behind those of social workers in the comparable counties. The Union notes that the County had never raised the matter of the wage ranking of the social workers until the mediation

session regarding the hours changes. The extra .5% was raised by the County only before, not after, the Union agreed to the hours of work changes. The Union contends that it is clear that the County wanted the hours change for the social workers, and it purchased the hours change with the .5% increase for the social workers at the top step. The Union believes it is appropriate the County make the same purchase from the paraprofessionals.

The Union also argues that the record does not support the County's argument that the extra .5% was offered because the social worker unit agreed to other changes in language. The union argues that these were all minor changes and were grounded in the County's desire to have all contracts identical.

The Union argues the .5% wage increase for the social workers was clearly a quid pro quo. It represented a change in the status quo on hours, and the social worker unit received something in return for accepting the change. The County would not, however, address the hours of work language with the paraprofessional unit. Therefore, the paraprofessional unit did not accept it in the normal course of negotiations. As such, the paraprofessionals are entitled the same quid pro quo as the social workers.

The Union also argues that a comparison of the social worker and paraprofessional wage increases that would result from an award in its favor with the 1999 settlements for other social worker-paraprofessional pairs among the agreed upon comparables also supports its position. The Union notes that in four of the six comparable counties, Dodge, Manitowoc, Sheboygan, and Winnebago, the paraprofessionals and the social workers received the identical percentage increases. In Outagamie County, the paraprofessionals had not settled. In Washington County, the social workers received an additional 1% at the top end, which is similar to the settlement

with the Fond du Lac County social workers. The Union points out, however, that the record does not demonstrate the bargaining sequence in Washington County.

The Union points out that the agreement between the County and social worker unit to change the hours language meant that it was likely that an arbitrator would award the same language to the County for the paraprofessionals. Therefore, the Union placed in its final offer the same quid pro quo that the was given to the social worker unit. To deny the Union the same quid pro quo would visit a serious inequity upon the union.

The Union also contends that awarding the same increase to the paraprofessionals and social workers is justified by the close relationship between the two units. The two units share the same supervision, work with the same clients, and are involved with the same programs. It is this relationship that caused the County to make the same proposal for changes in the hours of work language for both bargaining units.

The Union contends that it could not have made a final offer for agreement on a change in the hours language contingent on a wage increase because this would have been an ambiguous offer. Final offers may not be contingent on events outside the scope of the interest arbitration proceeding.

The Union contends that the County's argument that it agreed to the additional .5% at the top step for catch-up purposes is not credible. The Union notes that the County never proposed such a catch-up during negotiations. It was proposed only in the context of a concession from the social work unit on the hours of work language. It was, the Union argues, a quid pro quo.

Position of the County

The County points out that the only matter in dispute in this arbitration is whether the paraprofessionals at the top of the wage scale should receive an additional .5% increase over and above the increase for the other paraprofessionals. The other Union has agreed to 3.0% for the other paraprofessionals and is requesting the arbitrator to award the paraprofessionals at the top of the scale 3.5%.

The County contends that there was no relationship between the increase for the social workers at the top of the scale and the agreement of the social worker unit to modify the hours of work language. The County argues that the matter of hours of work was important, but that there was never an economic offer attached to the proposal for evening hours. The basis for the County's proposal for evening hours was the necessity of remaining competitive with private agencies that are bidding for work from the State of Wisconsin. The County argues that it pointed out to the Union that a failure to agree on extended hours could result in layoffs of personnel as the County would not be competitive in some programs.

The County points out that the Union's final offer did not state that its acceptance of the hours change was conditional on receiving the additional .5% at the top step. When the Union became aware of the County's final offer, which included the hours proposal, the Union changed its final offer by adding a statement that it accepted the County's hours proposal.

The County argues that the Union, by accepting the County's language on hours of work, conceded that a quid pro quo was unnecessary for this change. The County notes that a quid pro quo is appropriate only when the other party has not agreed to a proposed change.

The County also notes that if the Union believes that a quid pro quo is warranted for agreeing to the change in the language of hours work, it received one - the retention of jobs. The County notes that Social Services Director Ed Schilling testified that layoffs could result if the Union did not agree to the change in the language on hours of work.

The County argues that it provided the social worker unit with an additional .5% at the top of the scale because its social worker unit ranked sixth of seven comparable counties in wage rates at the end of 1998. The social worker unit was \$.66 below the mean and \$.35 below the median. The County notes that Washington County offered an additional 1% increase at the top step, and Dodge and Winnebago counties offered 3.5% and 3.25% respectively. The County notes that this additional .5% continued a pattern of increasing wages for employees at the top step. In 1997-98, a new social worker top step, Step V, was created. The additional .5% increases the spread between Step V and Step IV.

The County contends that it did not offer either the social worker unit or the paraprofessional unit a wage increase in return for an agreement on changes the language on hours. The Union admits that the County did not make such an offer to the paraprofessional unit, and if it did not make such an offer to the paraprofessionals, it would not make such an offer to the social worker unit. A quid pro quo of a wage increase for a change in the hours of work language would be inconsistent with the position that County had taken throughout negotiations and would weaken its case before an arbitrator.

Because the .5% was not a quid pro quo, the County argues that the basic issue is whether the additional .5% for the paraprofessionals at the top step is justified based on the statutory criteria. First, the County notes that it is not doing as well economically as its

comparables. The County notes that based on Wisconsin Taxpayer Alliance data, it was one of three of the seven comparable counties that were rated as “Losing Ground” or “Below Average.” Thus, the County argues that Fond du Lac County is not one of the more prosperous counties among its comparables.

The County also notes that during the negotiations for the current agreement it continued its long-running attempts to standardize the language in the social services contract with the language in its other AFSCME contracts. During the negotiations for the 1999-2000 contract, the social worker unit agreed to changes in seven provisions to which the paraprofessionals did not agree: probationary period, seniority, discipline, grievance procedure, holidays, sick leave, and leaves of absence. Although the union labeled these changes as “minor,” it declined to agree to them.

The County also notes that its offer is significantly closer than the Union’s offer to the statutory cost-of-living criterion. The County notes that the Union’s offer exceeds the change in the cost of living by 8.12%, while its offer exceeds the cost-of-living by only 7.31%, a difference of .81%.

The County also notes that its proposed increase to the paraprofessionals of 3.0% is closer to the 1995-98 wage increases of other bargaining units in the County than the Union’s offer. The majority of the annual increases were 3.0%, and no increase was above 3.25%.

The County also argues that interest arbitrators generally give the greatest weight to intraindustry comparisons across comparable groups, and the County argues that, by this criterion, its final offer is more appropriate than the Union’s final offer. The County notes that the increase of 3% in its final offer is equal to the percentage increase for economic support

specialist units in four of the comparable counties (Manitowoc, Outagamie, Sheboygan, and Washington) and is the same for clerk and clerk typist classifications in three of the comparable counties (Manitowoc, Outagamie, and Sheboygan).

The County points out that under the final offers of both parties, Fond du Lac County would continue to rank above the average wage in the group of comparables for the classifications in the paraprofessional unit. Under the Union's final offer, its rank would change from 3rd to 2nd among the comparables. Under the Union's final offer, the County's differential above the average would increase between \$.04 and \$.05, while under the County's final offer, the County's differential above the average would decrease \$.01 or \$.02 cents.

The County notes that the criterion of the welfare of the public favors its position. The County notes that, in most cases, the public interest is best served by the most economical cost of government. The County notes that its offer is almost \$23,000 less than the Union's offer.

As regards other units in the county, the County notes that it has offered above 3% where it was appropriate based on comparability considerations; e.g, the Highway Department and the Sheriff Protective Unit. On the other hand, it has offered only 3% for units where that level is appropriate based on the comparables. These offers are consistent with the County's position in this case - its offer to the social worker unit was based on the wages of that unit relative to the comparables.

DISCUSSION

There are two issues in this case: (1) whether the County granted the social worker bargaining unit an additional .5% at the top of the scale as a quid pro quo for the unit agreeing to the proposal

of the County to change the hours of work; (2) if so, whether the same quid pro quo should be granted to the social services paraprofessional unit; and (3) if the answers to (1), and (2) are in the negative, whether the record establishes that, based on the statutory factors, the final offer of the County or the Union is the most appropriate? Each of these questions will be examined.

Does the Record Establish by a Preponderance of the Evidence that the County Granted the Social Worker Bargaining Unit an Additional .5% (3.5%) at the Top of the Scale as a Quid Pro Quo for Social Worker Unit Agreement to the County's Proposed Language on Hours of Work?

The Union contends that the existence of a quid pro quo by the which the County granted the employees in the social worker unit at the top of the scale 3.5% rather than 3.0% is established by the sequence of events. The Union notes the two bargaining units had successive mediation sessions on the same day. The paraprofessionals had their mediation session first, but were unable to agree on language regarding either wages or hours of work. The social worker mediation session followed the mediation for the paraprofessionals. In the mediation session, the Union notes, both parties received something they wanted: the social worker unit received an additional .5% at the top of the scale, and the County obtained the language it was seeking on hours of work. The Union argues that the only reasonable conclusion is that the County gave the social worker unit an additional .5% in return for social worker unit agreement to the County's proposed language on hours of work. The Union also points out that the County had never

proposed an additional .5% for the social worker unit prior to the mediation. The Union also argues that as the hours provision was a change in the status quo, the social worker unit must have received a quid pro quo for it - the additional .5% at the top of the scale.

The County contends that the additional at the top of the scale was not a quid pro quo for social worker unit acceptance of the County's proposed language on hours of work. Rather, the County contends that the additional .5% was justifiable based primarily on the fact that the County's wage rates for social workers ranked sixth of seven comparable counties, including Fond du Lac County. Thus, the County argues, the additional .5% was an attempt to improve the relative wage standing of the social workers.

An examination of the record establishes that the Union's position is based on inference, while the County's position is based on direct testimony. The Union is inferring a quid pro quo from the sequence of mediations and from the agreement by the County and the social worker unit on two provisions. Contrary to this inference, County Director of Social Services Edward Schilling, who was a participant in the negotiations and the mediation session with the social worker unit regarding the language on hours of work, testified that there was no link between the two provisions. Mr. Schilling testified that the County never mentioned in negotiations for either the social worker or the paraprofessional unit that there was an economic incentive for either unit to accept hours modification. Mr. Schilling testified that there was never a discussion with the social worker unit regarding money for extended hours of work. Rather, Mr. Schilling testified that the discussions were about the possibility that the County would be uncompetitive in its capability to provide services, and the likelihood of layoffs.

Mr. Schilling's testimony is uncontroverted. No representative of the social worker unit who was involved in negotiations or mediation with the County testified that there was a quid pro quo. Mr. Schilling's uncontroverted testimony is entitled to greater weight than the Union's inference.

The record also establishes that County's social workers at the top of the scale are low paid relative to the social workers in comparable counties. The record establishes that the County's social workers rank 6th of seven in the agreed upon group of comparables (Er. Ex. 33). Although the additional .5% does not improve the ranking of the County's social workers, and actually permits them to stay about where they were in terms of the differential from the mean (\$.58) and percentage of the mean (97%), this increase will prevent them from slipping still further behind their peers.

Based on the foregoing, it must be concluded that the preponderance of the evidence establishes that the County did not agree to the additional .5% for the employees at the top of the scale in the social work unit as a quid pro quo for agreement by the social work unit to modification in the language on hours of work.

Should the Same Quid Pro Quo Should Be Granted to the Social Services Paraprofessional Unit?

As the record establishes that there was no quid pro quo in for the social worker unit, there is no quid pro quo that can be granted the paraprofessional unit.

Based on the Statutory Factors, is the Final Offer of the County or the Union Is the Most Appropriate?

Chapter 111.70(7) of the Wisconsin Statutes requires the arbitrator to consider twelve statutory factors when rendering an arbitration award under the statute. Each party's final offer in this case will be analyzed with respect to the statutory factors.

State Law or Directive: Factor Given Greatest Weight. Neither party has claimed that any state law or directive issued by a state legislative or administrative body or officer is relevant to this case. Accordingly, this factor is irrelevant to this award.

Economic Conditions in the Jurisdiction of the Municipal Employer: Factor Given Greater Weight. There is some evidence that the County is less well-off economically than the other counties in the group of comparables. The County has presented evidence that the Wisconsin Taxpayer has categorized the County as characterized by "average strength" and "below-average growth" (Er. Ex. 5). Outagamie, Washington, and Winnebago Counties have been characterized as having "above-average strength" and "above-average growth" (Er. Ex. 5). Dodge County has been characterized as having "average strength" and "above-average growth" (Er. 5). Sheboygan County is rated in the same category as the County, while Manitowoc County is rated as having "below-average strength" and "below-average growth" (Er. Ex. 5). The County's per capita income is about average among the comparables, and the other economic indicators (employment growth, personal income, equalized value) suggest that the County is generally below the average economically, although not at the bottom (Er. Ex. 4).

Based on the foregoing, I conclude that the factor of economic conditions in the jurisdiction slightly supports the County's final offer over the Union's final offer.

The Lawful Authority of the Employer. There is no contention that the final offer by either party would be inconsistent with the lawful authority of the County. Therefore this factor is irrelevant to this award.

Stipulations of the Parties. There are no stipulations of the parties with respect to either final offer. Therefore in this case, this factor is irrelevant.

The Interests and Welfare of the Public and Financial Ability of the Unit of Government to Meet the Costs of Any Proposed Settlement The County points out, with merit, that its final offer entails a lower cost to the public than the Union's final offer, and that the public is generally better served by a lower public expenditure for services than a higher public expenditure.

On the other hand, the County has not claimed that an award of the Union's final offer would impose an economic hardship and that it would be unable to meet the costs of the Union's final offer. This is to be expected, as the County estimates that the difference between the two final offers is only \$22,807.64 (Er. Ex. 14).

Based on the foregoing, I conclude that this factor slightly favors the County's final offer.

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. An examination of the record demonstrates that the average 1999 top level wage increase for the social work support

units/social work paraprofessionals among the other six comparable counties is 3.15%.¹ This percentage increase is slightly closer to the 3.0% final offer of the County than the 3.5% final offer of the Union. (Er. Exs. 28-29; Un. Ex. VIII).

In addition, the record establishes that the paraprofessional employees represented by the Union were in the upper half of the ranking of the paraprofessionals in the comparable counties. The record establishes that this ranking would stay the same, 3 of 7, for three of the four classifications (Economic Support Specialist, Clerk-Typist, Senior Clerk-Typist) under either of the final offers (Er. Exs. 28-29). The County's employees in the Social Services Specialist classification would move up from rank 3 to rank 2 under the Union's offer, but would remain at rank 3 under the County's offer (Er. Exs. 28-29). Thus, I find that is almost no difference between the offers, although the difference that exists favors the County's final offer because it maintains the status quo.

Based on the foregoing, I conclude that this factor slightly favors the County's offer over the Union's final offer.

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 Employment of Other Employees Generally in Public Employment in the Same Community

¹The 1999 wage increases for the paraprofessional in the comparable counties are as follows: Dodge - 3.5%; Manitowoc - 3.0%; Outagamie - 3.0%; Sheboygan - 3.0%; Washington - 3.2%; Winnebago - 3.2% (Er. Exs. 28-29; Un. Ex. VIII).

and in Different Communities The evidence on the record regarding the wage increases of other public employees in the County establishes that employees represented by the Highway Union and non- represented employees received increases of 3.0%. On the other hand, the record establishes that the social worker unit received 3.5% at the top steps (Er. Ex. 25). Social workers in the six comparable counties received an average increase at the top step of 3.2% (Er. Exs. 28-29; Un. Ex. IX), which is approximately halfway between the two final offers.

Based on foregoing, I find that this factor supports the final offer of each party approximately equally.

The Average Consumer Prices for Goods and Services, Cost of Living. The County contends that both final offers for 1999-2000 exceed the increase in the cost of living for the previous two years, 1997 and 1998. The County points out that for that two year period, the cost of living, from December to December, increased by 3.34% (Er. Ex. 12). The County notes that its final offer results in an increase in the total wages paid of 7.31%, while the Union final offer results in a total increase in the wage bill of 8.12%. Thus, the County argues that its offer is closer to the cost of living than the Union's offer.

The annual percentage increase in the cost of living has not exceeded 3.0% since 1991, and averaged 2.6% from 1992-98 (Er. Ex. 12). From January, 1999 through June, 1999, the CPI increased by 1.15%,² or an annual rate of 2.8%, suggesting that the 1992-98 average is likely to hold for the foreseeable future. There was a similar increase in the CPI for the North Central

²See U.S. Department Of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers - (CPI-U), U.S. city average, All items, 1982-84=100, July 15, 1999 at <ftp://ftp.bls.gov/pub/special.requests/cpi/cpiat.txt>.

region.³ Thus, based on past inflation, the County's offer of 3.0% annually improves the standard of living of the paraprofessionals by providing for an increase in excess of the expected annual cost-of-living.

While it is impossible to predict with certainty the rate of inflation, the evidence suggests no substantial increase from the past several years. Accordingly, I find that the record on this factor slightly supports the final offer of the County.

The Overall Compensation of the Employees. There is no contention on the part of the Union that the total compensation of the paraprofessionals, including nonwage benefits is low, nor is there a contention on the part of the County that the total compensation of the paraprofessionals is high. Accordingly, I find this factor irrelevant to this case.

Changes in Any of the Foregoing Circumstances During the Pendency of the Proceedings.

Neither party has brought to the attention of the arbitrator any changes during the pendency of these proceedings that may be relevant to this case. Accordingly, I find this factor irrelevant to this award.

³See U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (CPI-U), Midwest Urban, All items, 1982-84=100, July 27, 1999 at <http://146.142.4.24/cgi-bin/surveymost>

Other Factors Normally and Traditionally Taken into Consideration in the Determination of Wages, Hours, and Terms and Conditions of Employment. A factor that is often taken into account in collective bargaining is established internal wage differentials among occupational groups working for the same organization. It is not unusual for a pattern of stable internal wage differentials to be established among two groups of employees where the two groups perform similar functions, work on the same product or products, provide complementary services, and work under comparable supervision.

The Union claims that this situation exists between the social work unit and social work paraprofessional unit. The Union points out that in four of the five comparable counties that settled, the social worker unit and the social work support/paraprofessional unit received identical increases. The Union contends that this indicates a pattern within the comparables of consistent differentials, and suggests that maintenance of status quo dictates that the differentials be retained in the County by giving the paraprofessionals at the top step the same increase as received by the social workers at the top step.

This Union contention is borne out by the record. The average 1999 settlement among the comparables for the paraprofessionals is 3.15%, while the average settlement for the social worker units is 3.2% (Er. Exs. 28-29; Un. Ex. VIII). There is no significant difference between these two settlements. On the other hand, the difference between the two final offers is only .5%, and is only for employees at the top step. Therefore, if there will be disruption of established wage differentials between the occupations, it will not be large,

Nevertheless, there is a difference, and the established wage differentials will be widened by the County's final offer. Accordingly, I find that the record on this factor slightly supports the final offer of the Union.

Summary and Conclusions on the Statutory Factors.

An analysis of the twelve statutory factors establishes that four, including the factor to be given greater weight, support the County, albeit slightly. One factor supports the Union, albeit slightly. This quantitative analysis, in isolation, would support an award in favor of the County.

A qualitative assessment, however, also supports such an award. The fundamental question in this case is whether there is a basis for providing the social worker unit with a higher wage increase, at the top steps, than the paraprofessional unit. The record establishes that the County's social work unit is ranked below the average of the social worker unit's comparables. The County's paraprofessionals, on the hand, are ranked above the average of the paraprofessionals unit's comparables. For reasons not on the record, the social workers have fallen behind their peers, while the paraprofessionals have not. This difference between the two bargaining unit and their respective comparables, in the circumstances of this case, justifies the difference in wage increases to the two bargaining units.

CONCLUSION

Based on the foregoing, the Arbitrator finds that the final offer of the County is the more appropriate offer.

AWARD

On the basis of the record and a consideration of the statutory criteria, it is concluded that the final offer of Fond du Lac County is the more appropriate offer. The final offer of Fond du Lac County, along with the agreements reached in bargaining, shall constitute the 1999-2000 collective agreement between the parties, to be effective January 1, 1999.

Date

Richard N. Block
Arbitrator
East Lansing, Michigan