

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a
Dispute Between the

**BUFFALO COUNTY HUMAN
SERVICES CLERICAL AND PARAPROFESSIONAL
EMPLOYEES UNION LOCAL 1625-A
AFSCME, AFL-CIO, and**

WERC Case 65
No. 57193
INT/ARB 8656
Dec. No. 29667-A

BUFFALO COUNTY

Appearances:

Mr. Dan Pfeifer, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 8033 Excelsior Dr. Suite B, Madison, WI., for the Union. Mr. Richard Ricci, assisted by Ms. Carol Brogelman, of Weld, Riley, Prens & Ricci, 4330 Golf Terrace, Suite 205, Eau Claire, WI., for the Employer.

Background:

On November 11, 1998 representatives of Buffalo County (hereinafter referred to as the "County" or the "Employer") and representatives of Buffalo County Human Services Clerical and Paraprofessional Employees Union Local 1625-A, AFSCME, AFL-CIO (hereinafter referred to as the "Union", or the "Employees") exchanged proposals on issues to be included in a new agreement to succeed the 1996-98 Collective Bargaining Agreement between the parties. The Union represents all Human Services employees excluding the Director, supervisory, professional, and confidential employees. The Parties met on one other occasion and failed to reach an agreement. On January 15 (11th according to the County), 1999, the County filed a petition with the Wisconsin Employment Relations Commission for final and binding interest arbitration pursuant to Section 111.70(4)(cm)6 Wis. Stats. Investigator Stuart Levitan, a member of the WERC staff, conducted an investigation on May 10, 1999 and then advised the Commission that the parties were deadlocked in their negotiations. The parties submitted final offers to the Commission by July 15, 1999. On July 21, 1999 the Commission certified the parties' final offers and directed them to select an impartial arbitrator. The Undersigned, Richard Tyson, was selected and appointed on September 8, 1999. The Arbitrator conducted a hearing on the matter on October 14, 1999 in the City of Alma in Buffalo County, Wisconsin. The parties had a full opportunity to present exhibits and testimony and to outline their arguments in this dispute. They agreed to a schedule for submitting briefs and reply briefs, the last of which was received by the Arbitrator on Dec. 5, 1999.

The Issue(s)

The parties are agreed on all but one items for inclusion in a successor agreement for 1999-00

and that is the wages to be paid for 1999 and 2000. The County proposes to increase wages by **\$.10 per hour** and then **3%** across the board on **Jan. 1, 1999** and on **Jan. 1, 2000**. The Union proposes **3%** increases on January 1 of **each year** and to provide “**reclassifications**” for 5 of the 8 positions or “movements of certain positions in the pay grade structure”. These would be in the main about \$.45-.50/hr., though in the case of the Account Clerk, the increase would be over \$1.10/ hr.

The Statutory Criteria

The parties have directed their evidence and arguments to the statutory criteria of Sec. 111.70 (7) Wis. Stats. which directs the Arbitrator to consider and give weight to certain factors when making his decision. Those factors are:

7. 'Factor given greatest weight.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give the greatest weight to any state law or directive lawfully issued by a state legislative or administrative officer, body, or agency which places limitations on expenditures that may be made or revenues that may be collected by a municipal employer. The arbitrator or arbitration panel shall give an accounting of the consideration of this factor in the arbitrator's or panel's decision.
7. g. 'Factor given greater weight.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give greater weight to economic conditions in the jurisdiction of the municipal employer than to any of the factors under subd. 7r.
7. r. 'Other factors considered.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and 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 the costs of any settlement.
 - d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceeding with the wages, hours and

conditions of employment of other employees performing similar services.

- e. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities.
- f. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees generally in private employment in the same community and in comparable communities.
- g. The average consumer prices for goods and services, commonly known as the cost-of-living.
- h. The overall compensation presently received by the employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- I. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- j. Such other factors, not confined to the foregoing, which are normally or traditionally taken 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.

Costs of the proposals

The Employer has costed the proposals as follows:

<u>Buffalo County</u>						
<u>Item</u>	<u>1998</u>	<u>1999</u>	<u>increase (%)</u>	<u>2000</u>	<u>increase (%)</u>	
Wages	259,960	272,245	12,285 (4.73 %)	284,411	12,167 (4.47 %)	
Health	55,692	55,692	0 (0)	61,881	6,189(11.11 %)	
FICA	19,887	20,827	940 (4.73 %)	21,757	931 (4.47 %)	
WRS	33,275	32,669	(606) (-1.82 %)	32,423	(246) (- .75 %)	

Total	368,814	381,433	12,619	(3.42%)	400,473	19,040	(4.99%)
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	<u>Union (includes step movement for reclassified)</u>						
<u>Item</u>	<u>1998</u>	<u>1999</u>	<u>increase (%)</u>		<u>2000</u>	<u>increase (%)</u>	
Wages	259,960	282,372	22,412	(8.62%)	292,282	9,910	(3.51%)
Health	55,692	55,692	0	(0)	61,881	6,189	(11.11%)
FICA	19,887	21,601	1,715	(8.62%)	22,360	758	(3.51%)
WRS	33,275	33,885	610	(1.83%)	33,320	(565)	(-1.67%)
Total	368,814	393,550	24,737	(6.71%)	409,843	16,293	(4.14%)

The County indicates that there is a \$12,118 difference in the offers for 1999 and a \$9,370 difference in 2000 for a two-year difference of \$21,488 in the offers by its method of calculation (cast forward). The Union takes issue with that method since it does not reflect the actual costs. There also is some dispute as to whether the Union's proposal includes a step movement for those reclassified employees who are not on the last step in their job class. The Employer originally calculated the costs without a step movement; at hearing the union contended that its proposal includes the step movement and the reclassification of the 5 positions.

Arguments of the Parties

The Union

The Union's basic argument is that wages of this unit's employees are far behind their counterparts employed by the comparables. In the case of the 4 positions for which the Union seeks an upgrade from "C" to "D" or "E" to "F" on the job classification scale, they are over 15% behind; in the case of the position which it seeks an upgrade from "F" to "H" on the job classification scale, it is over 40% behind. The County has no legal limitation on its ability to meet the Union's offer. The "greater-weight factor," local economic conditions, does not favor the Employer's offer since Buffalo County's conditions "are not that different than those of the comparables."¹ Both parties recognize that the employees are behind in wages; it is just a question of how to make an adjustment. The County may contend that the Union proposes a status quo change requiring a quid pro quo, but such a catch-up adjustment proposed by the

¹Union Brief, p. 1

Union does not. The County's proposal does not adequately address the real problem. The County has made such differential adjustments with other units and among non-union employees in the range proposed by the Union. The County's arguments that these cases are circumstantially different is wrong. These and other factors show that the Union's offer is to be the "more reasonable."²

The Union cites numerous decisions to indicate that a quid pro quo for its offer is not required in this circumstance. Arbitrator Bellman opined that the addition of "just cause" for discipline was something common and obvious and not requiring of a concession; Arbitrator Johnson reflected a similar view towards dental insurance.³ Arbitrator Flagler contends that the nature of a union is to change the status quo and that the literal requirement of quid pro quos for all proposals would "clutter the bargaining agenda."⁴ Arbitrator Petrie indicated that proposals which change existing provisions simply require the application of "normal arbitral criteria" as do changes which address a mutual problem not anticipated or bargained⁵ Arbitrator Stern agrees that no quid pro quo is needed where a proposal will "catch up" or (match) a "pattern increase."⁶

²Union Brief, p. 38

³Randall Consolidated School Joint District No. 1, Dec. No. 28358-A, March, 1996; Richfield Joint School District #11, Dec. No. 27252-A, Dec. 1992 respectively.

⁴Cochrane-Fountain City School District, Dec. No. 27234-A, Oct. 1992.

⁵Kewaskum School District, Dec. No. 27092-A, Aug. 1992, and Algoma School District, Dec. No. 27239-A, Nov. 1992, respectively.

⁶Marathon County, Dec. No. 26035-A, Feb. 1990, and Maple Dale-Indian Hill School

Arbitrators Weissberger, Yaffe, and Zeidler also concur that one is not required when employees wages or benefits are brought into line with the comparables.⁷

District, Dec. No. 27400-A, Feb. 1993.

⁷Bristol School District, Dec. No. 27580-A, Oct. 1993, Delavan-Darien School District, Dec. No. 27152-A, Aug. 1992, and Glenwood City School District, Dec. No. 26944-A, Jan. 1992.

The Union's offer provides greater increases to those employees who are farther behind while the Employer's offer provides modest (\$.10/hr. each year) catch up for all employees. The Union contends that this circumstance is similar to that faced by Arbitrator Bellman when he awarded increases to public health nurses which were greater than the internal pattern.⁸ Similarly, Arbitrators Flagler, Johnson, and Kerkman determined that long term equity required wage increases that addressed inequities and that recognized skill, market factors and needs, as well as consideration of external comparables.⁹ Arbitrator Krinsky agreed with the Employer in Waukesha County that wage adjustments normally should be made through the bargaining process except when there are meritorious explanations for differential increases.¹⁰ Several arbitrators have awarded dollars or percent increases or changes in scheduled pay based on how the offers provided external comparability for employees in various classifications.

The Union's offer is consistent with adjustments provided other employees of Buffalo County. Human Services Director Stuart recognized the low salaries and asked the Personnel Committee to do their best to provide adjustments.¹¹ The County only pays 6% of the Department's cost (other counties pay substantially more) and can certainly provide these needed adjustments, especially when considering that it has a self-funded insurance fund and \$4.9 million of additional investments. Non-union employees in the County were given 3-10% increases for 1999 while the union Professionals in the Human Services unit received 8% in 1999 and 3% for 2000 (the non-professionals would receive 7.8% and 3% under the Union's offer). The highway employees received \$.25 + 3% for 1999 and 3% for 2000 and they were not as far behind their peers as are this unit's employees. The remaining employees in the Courthouse unit are also in

⁸Waushara County, Dec. No. 26111-A, March, 1990.

⁹Cochrane-Fountain City School District, Dec. No. 27234-A, Oct. 1992, Baraboo School District, Dec. No. 27088-A, May, 1992, and Rock County, Dec. No. 25698-A, May, 1989.

¹⁰Dec. No. 26513-A, Dec. 1990.

¹¹Union Exhibit 16.

arbitration proceedings; the offers are similar to those of the parties in this dispute. The County is offering \$.10/hr. plus 3% per year (and to move the janitor from Scale A to Scale B) while the Union proposes 3% per year and several scale adjustments.

Anticipating the County's argument that the Human Services Professional and Highway employees got additional wages for acceding to job posting language, the Union notes that both units received a vacation increase. Neither this unit nor the Courthouse unit are receiving a vacation increase, since they did not agree to the posting language. The job posting language is hardly relevant in the case of the Human Services Professionals since there are only two categories—Nurses and Social Workers—who would not ordinarily be bidding for openings in the other categories. In the Highway unit the posting issue is not substantive.¹² More importantly, a proposal to pay appropriately does not require a quid pro quo. The Union notes that the Courthouse unit employees lost in their efforts to receive catch up in Arbitrator Dichter's 1998 award because he felt that it would have been unfair by internal comparisons for them to catch up when other Buffalo County employees were behind their external comparables.¹³ In the instant case, others have caught up and now it is equitable that the Human Services non-professionals do the same.

Lastly, it is important to, and in the interests and welfare of the public that these employees be adequately compensated so as to maintain a consistent and qualified workforce and to reduce costly turnover of employees.

The Union takes issue with some of the County's other contentions as to the appropriateness of its offer. It costs movements through the wage scale by its "cast forward" method. It doesn't include savings when employees retire or quit and a new employee takes a position. Arbitrators tend to agree that these normal movements are not part of the contract's costs, particular for blue collar employees with few steps in their schedule.¹⁴ That the Union's offer exceeds the cost of living is not relevant in a catch up situation, and both parties' offers exceed CPI increases.

¹²Union Brief, p. 29.

¹³Buffalo County (Courthouse), Dec. No. 53994, Jan. 1998.

¹⁴Arbitrators Dichter in School District of Omro, Dec. No. 29313-A, Oct. 1998, Malamud in City of Beloit, Dec. No. 22374-A, Nov. 1985 and Green Bay Area School District, (Voluntary Impasse Procedure), Feb. 1987, Petrie, in Village of Menomonee Falls, Dec. No. 25101-A, Aug. 1988 and Burnett County, Dec. No. 29204-A, Aug. 1998.

Finally, the County's exhibits regarding agriculture and other conditions do not indicate that Buffalo County is any different from the comparables.

In sum, the "greatest" and "greater weight" factors, if anything, favors the Union's offer. The internal and external comparisons clearly favor the Union's offer. The Union's offer moreover, is in the interests of the public.

The Employer

The Union's offer calling for reclassification of 5 of the 8 jobs is devoid of clear and convincing evidence required for it to prevail in this arbitration. The Union's contention that these employees are underpaid viz similar workers employed by the comparables to the extent which it indicates is erroneous. Its contention that significant turnover has resulted from allegedly very low wages is also not based on fact. The Union's offer, moreover, is ambiguous and must be rejected. The County's offer, on the other hand, is more consistent with the voluntary settlements of other Buffalo County employees and exceeds that of the external comparables. It is more consistent with increases in the CPI and the interests and welfare of the public.

The Union proposes to reclassify four positions by one grade (Support Staff Specialist, Benefits Specialist, Account Clerk Assistant, and Economic Support Specialist) and one position by two grades (Account Clerk). Two part time positions (the WIC Clerk and the Technician) and only one full time position (Social Services Assistant) would remain in their current pay grade. The County agrees with the Union that a wage catch up proposal ordinarily would not require a quid pro quo; however, "this is a reclassification issue...which upsets the relationship which currently exists internally among the paraprofessional positions" just established in the 1996-98 contract.¹⁵

¹⁵Employer Brief, p. 7.

Arbitral criteria requires clear and convincing evidence to justify such a reclassification. Arbitrator Kerkman required evidence such as testimony of a job evaluation expert that the relative ranking of internal classifications was appropriate. He opined that external comparisons “might be persuasive” if the similarity or dissimilarity of the components, and the complexity of those components of the positions, could be shown.¹⁶ Arbitrators Rice and Kessler espoused a similar view in Forest County (Courthouse Employees), and in Rock County (Courthouse) and Grant County (Courthouse), respectively.¹⁷ Arbitrator Michelstetter II rejected the simple use of job titles for comparison in the union’s proposal to reclassify most positions in Vilas County (Courthouse Employees).¹⁸ The Union, in the instant case, acknowledges the fact that job titles alone are imprecise comparisons. Arbitrator Mueller noted that a proposal for reclassifications especially required supporting evidence when substantial adjustments were made by mutual agreement in the prior contract.¹⁹ In sum, the Union needs to prove that reclassifications are justified; comparison of wage rates of similar positions or simple job titles is insufficient. Moreover, reclassifications are determined by internal relationships, based on the complexity of work done, and require a quid pro quo.

In this case, the Union has only shown that some job titles in Buffalo County are paid less than in the comparables. It presented no evidence about the complexity of jobs or the internal relation between them in the classification structure. For instance, nothing is in the record to show that two of the three positions currently at Pay Grade C now have greater responsibilities than the

¹⁶LaCrosse County (Courthouse), Dec. No. 26627-A, April, 1991 and City of Hartford, Dec. No. 26759-A, Sept. 1991.

¹⁷Dec. No. 29459-A, July, 1999, Dec. No. 27630-A, Aug. 1993, and Dec. No. 29200-A, June, 1998.

¹⁸Dec. No. 27896-A, June 1994.

¹⁹Marquette County (Courthouse), Dec. No. 29024-A, Dec. 1997.

other position, supporting a reclassification to Grade D.

The Union claims that it is seeking one wage grade increases for employees who are more than 15% behind and two grade increases for the employee who is more than 40% behind, yet when one compares Buffalo County employees with the appropriate classifications of the comparables, they are found not to qualify under the Union's criteria. The Benefits Specialist positions in Dunn and Jackson counties used by the Union for its comparisons are different from the Buffalo County position. The Support Staff Specialist position is unique to Buffalo County; when making the comparisons, the Union used the wrong clerk positions employed by the comparables; the actual wage difference would be \$11.24 (not \$11.43) vs. \$9.93 for Buffalo County, which is also less than a 15% difference. The Economic Support Specialist is a common title, but many other counties have two or more ESS categories; the Union chose the "lead" positions in other counties, but not for Buffalo County. With some correction, the wage differential still exceeds 15% , but the Union's process of making comparisons is dubious. The Account Clerk Assistant is also unique to Buffalo County; in its comparisons, the Union used the highest bargaining unit accounting positions despite the fact that Buffalo County also employs an Account Clerk, a higher classification. More appropriate comparisons show the 1998 wage difference to be \$12.17 (not \$12.80) vs. \$11.00 in Buffalo County, which is closer to 10%, not in excess of 15%. Finally, the Account Clerk is alleged to be over 40% behind. To get this it is apparently is using non-union, managerial or supervisory positions for the comparables since it does not provide "source data or supporting documentation."²⁰ Using more appropriate bargaining unit data for the higher bookkeeper or accounting positions shows an average comparables' wage of \$13.25, or about 13% less, not 44% less. Only two positions would meet the Union's criteria for reclassification and, as in other cases, one could not be sure that the actual jobs were compared correctly without knowing the exact job duties and complexities.

The turnover of personnel in the unit is low, indicating (contrary to the Union's contention) that a major wage adjustment is not required. While it may be true that since the beginning of 1998 there have been six vacancies, one position was eliminated, two were not filled, and one was a newly created position. People leave employment for a number of reasons such as retirement, transfer to other position, family relocation, etc. which is what happened in to at least a couple of these cases.

²⁰Employer Brief, p. 17

The County's offer follows the pattern of internal settlements. The County made an effort in this bargaining round to improve wages by somewhat more than the external pattern of 3%, but it wanted some concession, which was to be able to reduce the role in seniority in filling job vacancies. The Highway and Human Services Professional units both agreed to such language and received above-average wage increases (\$.25/hr. in 1999 and 3% each year for the former, 8% and 3% for the latter). While the Union would downplay the importance of this change for the latter unit since there would not likely be bidding for Nurses positions by Social Workers or vice versa, there certainly would be a better opportunity for the Employer to consider outside candidates for higher grade positions within these professions. The Human Service Professional unit received a 8% increase for 1999 because the County has had difficulty filling positions as a lower paying employer (viz the comparables). The Highway employees received increases not unlike that offered this unit. The 3% increase each year plus the \$.25/hr. works out to around 8% for them. The County's offer of \$.10 plus 3% each year to the Courthouse and Paraprofessionals is also about 8% (without any language concession). The County was willing to discuss reclassifications to deal with the below-average wage problem, but since the Union would not agree to posting language, it elected to provide the \$.20 lift for all employees. Administrative and supervisory employees also received wage increases between 3% and 10% because they were demonstrably behind (and remain behind). All of the comparables except Trempealeau County have settled for 1999-2000. The average settlement has been 3.13% and 3.17%. Only one county had a 4% increase for 1999 and only one had a 4% settlement for 2000. The latter settlement gave the employer the ability to change health carriers while the former provided for health care co-payments. Clearly the County's offer of 4% each year is more than reasonable.

The Union's offer is unclear as to the wages which will be paid if an employee is not at the top step in their class. Its offer is on four pages, two of which the Union may argue is costing. Its first page refers to "see Attachment A" which is not a label for any of the four pages. The second page marked "wage proposal" indicates the new categories while the third and fourth pages list the positions, steps, and wages and clearly do not have employees advancing in steps.

At hearing the Union indicated that its proposal is to have employees advance on step. The prior agreement had a similar "attachment A" and specifically stated the percent increase and step movement for each employee. The proposal was costed as an increase and step movement in that agreement, so that if in this case the Union is arguing that the no step lists (pp. 3-4) were simply costing of its proposal, it contradicts the prior agreement's costing. If the Union's offer is

selected, it means that those employees not on the final step receive no step increments. Such ambiguity in the Union's offer warrants its rejection.

Lastly, the County's final offer exceeds the 1.5% increase in the CPI for 1998 and the 3.1% increase to date for 1999, and is consistent with the interests and welfare of the public. Both parties' offers exceed the non-metro area urban wage, but the Union's offer exceeds it by a greater amount. The Union argues that the tax rates are down while the local economy is up so the County can pay for its offer; moreover, the County only pays 6% of the Human Services budget (the state paying the rest). These arguments have not been persuasive to arbitrators.²¹ The County must consider wages for all units regardless of their funding. While the county's fiscal health has improved, it still is the second smallest in population, value, and increase in value, and has been the slowest growing in population. It has the highest proportion of its property in agriculture and forests, which perhaps explains why its average income is among the lowest.

In sum, the interests and welfare of the public favor an award in favor of the County, given its economic situation. Its offer is clear and unambiguous and is reasonable in that it provides some needed wage adjustment to all employees and is more consistent with the internal and external pattern of settlements.

Discussion and Opinion

The Statute requires the Arbitrator to consider the aforementioned criteria in making an award. The criteria cited by the Parties as pertinent to this decision are the "greater weight" factor (g), external (d.) and internal (e.) comparisons as well as interests and welfare of the public (c.), inflation (g.), and other factors (j.). Each of these is considered below as the main issues of this dispute have been analyzed by the Arbitrator. The Arbitrator's analysis of wage levels and increases will then be discussed, followed by a discussion of internal comparability and other statutory criteria, including the "greater weight" factor, and the arguments of the parties.

Public sector comparables

The parties are in basic agreement as to the set of comparables; they are: Clark, Dunn, Jackson,

²¹Arbitrator Slavney in Buffalo County (Human Services), Dec. No. 27521-A, July, 1993 and William Petrie in Green County Pleasant View Nursing Home, Dec. No. 17775-A, Sept. 1980.

Monroe, Pepin, Pierce, and Trempealeau counties. These have been accepted and used in several arbitration cases involving County employees. With the exception of Clark and Monroe counties, they are contiguous. Eau Claire County is contiguous but much larger and is not included.

Both parties direct the Arbitrator's attention to wage rate settlements of the external comparables and the percent increases of wages for both internal and external comparables. The Employer in particular contends that its offer is above that of the comparables' settlements. These settlements are as follows:

County	1999	2000
Clark	3.0%	3.0%
Dunn	2.75%	3.0%
Jackson	3.0%	3.0%
Monroe	3.0%	3.0%
Pepin	1%/2%	3.0%
Pierce	4.0%	2 / 2%
Trempealeau	N/S	N/S
Buffalo Co	3%+ \$.10	3.0%+\$.10
Buffalo Un.	3.0% + reclass	3.0%

The Employer's offer will increase wages about 4% each year. The Union's offer increases wages over 8% the first year and 3.5% the second when step increases are included. When step movements are not included, these are 7.8% and 3%. The Employer's offer ostensibly is the more reasonable by this comparison.

The Arbitrator has usually considered both settlement in terms of percentage and dollars as well as levels of wages in determining whether one party or another's offer is more reasonable. In general each are considered relevant and used by the Undersigned in analyzing wage disputes. He understands that there are recognized differences in general salary levels between employers which are deemed "comparable" based on bargaining history, costs-of-living, and other factors and understands that these are not to be significantly disturbed if the bargaining relationship between the parties is to be maintained. He also understands, however, that there may be

situations where employment conditions are significantly out of line and where the arbitration process under current public employee labor relations law must afford an employer or union an opportunity to gain an equitable settlement based on comparisons with similar employees and other statutory considerations.

The Union acknowledges the reasonableness of the Employer's offer compared to settlements of the comparables, but directs the Arbitrator's attention to the comparison of wage levels. In its offer and argument it proposes to "catch up" certain employees whom it considers substantially underpaid vis a vis similar workers employed in the comparables. With consideration of the above discussion and arguments of the parties, the Undersigned has produced a number of tables which has assisted him in determining the relative wages of Buffalo County Human Service Paraprofessionals compared to similar employees employed by the comparables, and therefore, the merits of the Union's argument. Neither party has provided evidence of the similarity or dissimilarity of these positions with respect to the nature of their job content. However, in a surprising number of cases, job titles are the same from county to county, and both parties have used a substantial number of similar comparisons between Buffalo County employees and those employed by comparable employers. The Human Services departments of these counties, of course, administer state welfare and human services programs which requires a considerable amount of adherence to standardized processes, treatments, and reporting.

The tables below are constructed for 1998 with adjustments made for the parties' offers for 1999 and 2000. As seen above, the percentage wage increases for 1999 and 2000 differ very little, so if any "inequities" would exist in adjusted 1998 wages, they will be perpetuated in the 1999-2000 agreements. The Undersigned has taken the Union's comparative wage data and averages and has listed the data provided by the Employer in several cases; these latter he averaged and in some cases constructed more than one "average". He attempted to determine what positions the Union used for comparisons while the Employer's comparisons were listed for the five proposed reclasses. He has added the parties' proposed wage adjustments (\$.20 under the Employer's offer and the step increase(s) under the Union's offer) in order to make a comparison of the relative position of Buffalo County Human Services employees viz the comparables in 1998. Most wages will increase 3% in 1999 and 2000. Each Employer has Human Services or Courthouse positions deemed similar, most of which have several steps in their wage classifications. Most, including Buffalo County, have 18 months to the top step. The top step wage is compared below.

<u>County</u>	<u>Time to maximum step (months)</u>	<u>County</u>	<u>Time to Max step</u>
Clark	18	Dunn	24

Pepin	18	Monroe	60
Pierce	18	Jackson	48
Trempealeau	18	Buffalo	18

The position which has drawn the most attention is that of the Account Clerk. The Union proposes a two-step increase for the position. In 1998 the position paid \$9.05 to start and \$11.58 at the maximum (18 months).

Account Clerk Wages 1998

<u>Union comparison</u>			<u>Employer comparison</u>		
Clark	\$ 13.85-17.75	(?)	\$10.76-11.53	Clerk III	
Dunn	14.53-17.76	(?)	10.08-14.54	Fisc. Clerk III	
			-13.52	Billing Acct. Clerk	
Jackson	15.59	(?)	None		
Monroe	16.39-20.07	(?)	10.39-13.13	Book keeper	
Pepin	9.89-15.00	Secretary-?	None		
Pierce	12.79-16.94	(?)	12.79-13.55	Accountant	
Trempealeau	12.16-13.51	(?)	12.16-13.51		
Average	13.63-16.66		-13.05	(using lower)	
Buffalo	9.95-11.58		-13.25	(using lower)	
County	10.15-11.78*				
<u>Union</u>	<u>10.73-12.48*</u>				

* Union offer for 1999 includes a 2 step increase from F to H. Employer offers adds \$.10/yr to the wage.

The Union provided little or no evidence as to how it determined the wage ranges for these positions. It submitted labor agreements for the comparables which included wage scales; these do not correspond to the ones listed above. The Employer asserts that the Union used non-bargaining employees, especially managerial employees' wages for comparison. In many cases, accountants' wages were used for comparison. Clearly an Accountant's professional preparation and an accountant's responsibilities differ from that of an account clerk. The Employer used bargaining unit employees' wages for 5 of the comparables. The Undersigned averaged these to find that, depending on whether one considered the Dunn County Fiscal Clerk III or the Billing Account Clerk to be comparable to the top step Buffalo County Account Clerk, the latter was paid \$1.47-1.67 less than average using the Employer's (seemingly reasonable) data. Under the Union's offer, the Account Clerk would be \$.57-.77 below average, and remain among the lowest paid.

The Union proposes that the Account Clerk Assistant receive a 1 step increase since its wage is

\$1.80 below average at the top step. The Employer noted (above) that none of the comparables employ such a person, and that the Union in its comparisons has used “the highest paid accounting position within the bargaining units in comparable counties.”²² It would seem that the Employer’s construction of comparisons of Account Clerk Assistant with Assistant Bookkeeper

<u>Account Clerk Assistant Wages 1998</u>			
	<u>Union comparison</u>		<u>Employer comparison</u>
Clark	\$ 10.76-11.53 Clerk III	\$ 9.08-10.48	Clerk I &II
Dunn	10.08-14.54 Clerk III	9.81-13.22	Fiscal Clerk II
	Billing Acct Technician		
Jackson	9.92-14.08 Clerk III, ?	10.67-13.32	Clerk III
Monroe	9.12-13.13 Asst Bookkeeper	9.12-11.41	Asst. Book keeper, Billing Clerk
	Bookkeeper		
Pepin	10.04-11.15 Soc. Serv. Aide II	11.08-12.31	Social Service Aide III
Pierce	12.79-13.55 Accountant	11.15-12.25	Accounting Asst.
Trempealeau	10.04-11.59 SS Aide, Adm. Asst II	None	
Average	10.39-12.80	-12.17	
Buffalo	9.43-11.00		
County	9.63-11.20*		
<u>Union</u>	<u>9.95-11.58*</u>		

* Union offers for 1999 includes a 1 step increase from E to F; Employer offers adds \$.10/yr to the wage

and Accounting Assistant would be at least as reasonable, if not more reasonable than with a Bookkeeper or Accountant. The Employer’s data indicate that the Buffalo County Account Clerk Assistant is paid \$1.17 less than average (\$1.80 with the Union’s comparison) and would be paid \$.59 (\$1.22) less under the Union’s offer and remain among the lowest paid.

The Social Services Aide (Assistant) position is, by title, common to all of the comparables. Most have two or three classes of Social Services Aides, though Buffalo, Trempealeau, and Monroe counties have only one. One might hypothesize that the smaller counties would have only one class while the larger ones may have a division of labor to deal with differing levels of difficulty of issues. However, Pepin, Jackson, and Buffalo are the small counties. Using the Employer’s data applied to only the lower classification of Social Services Assistant, Buffalo County SSA’s would appear to be paid \$.58 below average at the top step. Using the Employer’s data and assuming that the Buffalo SSA position at the top step is similar to the top

²²Employer Brief, p. 16.

or middle (if three) classification, the data indicates that they are paid about \$1.58-62 less than average. The Union does not propose an adjustment which then indicates that the Employer's offer results in Buffalo County's offer appearing more reasonable. If only the first classification is considered similar, then ironically, the Union's offer which maintains the approximate \$.60 lower-than-average wage makes it more consistent with its proposals to bring other positions to within \$.55-60 of average.

The Union does not propose a reclassification adjustment for the Social Services Assistant since the position is not "underpaid" more than 15%. The top step SSA is paid \$1.62 below average by its calculation though the starting pay is close to average. The employer did not prepare a set of similar positions and argue for an alternative average since no reclassification is proposed.

The County does raise the concern, however, that two other "E" classifications, the Account Clerk Assistant and the Economic Support Specialist, are slated for a reclassification to "F" which, absent any changes in duties, inappropriately disturbs the current structure. Buffalo County has one SSA while 3 other counties have two classes of SSAs and 2 counties have three classes. The Dunn County SSA III is in the same class as the ESS III, the Financial Employment Planner and Day Care Coordinator, and may not be similar to the Buffalo County SSA.

Similarly, the Pepin County SSA III is between the ESS I and II in pay which is somewhat inconsistent with the Union's offer for the internal structure of wages for 1999. At most the Undersigned would compare the SSA II average to the SSA in Buffalo County which would indicate perhaps a top step wage being about \$ 1.60 below average. He notes that the two counties with one SSA class pay only about \$.80 more than Buffalo County at the top step. If these are the more relevant comparisons, then the Union's proposal excluding the SSAs from reclassification would be somewhat reasonable. If the comparables' SSA IIs are more similar to the top step SSA in Buffalo County, then were the Union to prevail in this arbitration, that position's wage would be made out of line if indeed it were of the same skill, responsibility, and effort as the ESS and Account Clerk Assistant positions which would be reclassified to an "F".

Social Services Assistant Wages 1998

<u>Union comparison</u>		(Prepared by the Arbitrator)
Clark	\$ 9.85-12.09 Soc. Serv. Aide I, II	\$10.45-11.11 Social Services Aide I -12.09 SSA II
Dunn	9.52-14.80 SSA I, SSA III	9.52-12.88 SSA I -14.26 SSA II -14.80 SSA III
Jackson	9.18-13.32 SSA I, Terminal Op.	9.15-11.82 SSA I -14.08 SSA II
Monroe	9.49-11.97 SSA	9.49-11.97 SSA I

Pepin	9.13-12.31 SSA I, III	9.13-10.14 SSA I
		-11.15 SSA II
		-12.31 SSA III
Pierce	11.00-12.25 SSA I, II	11.00-11.57 SSA I
		-12.25 SSA II
Trempealeau	10.52-11.59 SSA	10.52-11.59 SSA
Average	9.81-12.62	-11.58 (using lower)
		-12.58 (using second)
		-12.83 (using highest)
Buffalo	9.43-11.00 SS Aide	
County	9.63-11.20*	
Union	9.43-11.00*	

* Union offers for 1999 does NOT include a step increase; Employer offers adds \$.10/yr. to the wage.

The Union would increase the Benefit Specialist classification from C to D which would entail an increase of about \$.50/hr. The Benefit Specialist position appears to be common to all of the comparables. As seen above, the Employer and the Union list virtually the same positions and wages for the comparables. In most cases the position has only one classification. The Union's offer would leave the Buffalo County Benefits Specialist's wage \$1.86 below average, according to the Employer's (more complete) comparison data, and leave it nearly the lowest.

Benefit Specialist Wages 1998

<u>Union comparison</u>		<u>Employer comparison</u>
Clark	\$ 9.22-10.19 Ben Specialist	\$ 9.22-10.19 Ben Specialist
Dunn	11.15-13.62 (?)	11.15-13.62 (non-union)
Jackson	9.18-13.32 Ben Specialist I, II	9.18-13.32 Ben Specialist I, II
Monroe	10.19-12.26 Ben Specialist	9.56-12.26 (-11.62 new hires) Ben Specialist
Pepin	8.25-11.22 Ben Specialist	8.25-11.22 Ben Specialist
Pierce	14.10-15.18 Ben Specialist	14.10-15.18 Ben Specialist
Trempealeau	9.53 (?)	8.98-10.48 Ben Specialist
Average	10.34-12.18	-12.32 (12.23)
Buffalo	8.51-9.93	
County	8.71-10.13*	
Union	8.98-10.46*	

* Union offers for 1999 includes a 1 step increase from C to D; Employer offers adds \$.10/yr to the wage

The Union also proposes a one step increase of the Support Staff Specialist wage classification. The Employer notes that this position is unique to Buffalo County. Remarkably both parties use

many similar positions for the comparables with which to compare with this position. The Employer also notes the Union's error for Clark County (\$9.08-10.48 is correct) and wonders as to the similarity of the Monroe Transcriptionist and the Trempealeau Clerk II with the Buffalo Support Staff Specialist. Still, it appears that the Union's offer will result in the position paying among the least, but within \$.78 of average (\$.97 with the Union's comparisons)

Support Staff Specialist Wages 1998

<u>Union comparison</u>			<u>Employer comparison</u>		
Clark	\$ 9.08-10.40	Clerk/typist I, ?	\$ 9.08-10.48	Typist, Clerk II	
Dunn	9.00-13.22	Clerk/typist, Sec I	9.00-13.22	Clerk/typist, Sec I	
Jackson	8.18-11.82	Clerk/typist I, II	8.18-11.82	Clerk/typist I, II	
Monroe	8.40-10.89	Clerk/typist, transcriptionist/clerk	8.40-10.38	Clerk/typist, Sec	
Pepin	7.94-10.99	Typist I, II	7.94-10.98	Typist I, II	
Pierce	11.22-11.76	Clerk II (Admin Asst.)	11.05-11.76	Clerk II (Admin Asst.)	
Trempealeau	9.20-10.90	Clerk I, II	9.20-10.07	Clerk I	
Average	9.00-11.43		-11.24		
Buffalo	8.51-9.93				
County	8.71-10.13*				
<u>Union</u>	<u>8.98-10.46*</u>				

* Union offers for 1999 includes a 1 step increase from C to D; Employer offers adds \$.10 to the wage

The Union proposes to increase the classification of the Economic Support Specialist from E to F. It is also a job title commonly used by the comparables. The position presumably is also required for the delivery of the State's welfare and social services programs. Buffalo County once again has one class of ESS; Dunn County has three, while the others have two. Buffalo County also has a Lead ESS position which is unfilled. The Employer correctly notes that the Union mistakenly has used Lead ESS positions of the comparables for comparison with the Buffalo County ESS when the County also has a Lead ESS (unfilled). The top step Buffalo ESS would be paid between \$.52 and \$1.24 below average based on the Employer's comparison data for ESS/ESS I or for ESS/ESS II. The wage would remain about the lowest of the comparables

Economic Support Specialist Wages 1998

<u>Union comparison</u>			<u>Employer comparison</u>		
Clark	\$ 9.89-13.17	ESS Asst, Lead ESS	\$ 9.89-12.26	ESS worker, ESS Asst	
Dunn	9.52-15.34	ESS I, IV, W-2 Lead	9.52-14.80	ESS III	
				-14.26 (ESS II)	-12.88 (ESS I)
Jackson	9.18-14.91	ESS I, Lead ESS	9.18-11.82	ESS I	
				-14.08	ESS II

Monroe	9.93-12.54 ESS	8.40-10.38 ESS Asst -12.54 ESS
Pepin	10.21-12.75 ESS I, II	10.21-11.34 ESS I -12.76 ESS II
Pierce	11.15-12.66 ESS II, ?	11.00-12.25 ESS I, II
Trempealeau	10.52-11.59 ESS	9.55-11.59 ESS , ESS Asst
Average	10.06-13.28	-12.10 ESS, ESS I
Buffalo	9.43-11.00	-12.82 ESS, ESS II
County	9.63-11.20*	
<u>Union</u>	<u>9.95-11.58*</u>	

* Union offers for 1999 includes a 1 step increase from E to F; Employer offers adds \$.10/yr to the wage

The Employer contends that the reclassifications of the five positions will disturb the wage structure of the unit without regard to considerations of job characteristics, and that those positions not reclassified will be out of line. Better to increase all wages \$.20/hr. in recognition of the County's generally low wages rather than to increase some and not others without careful study. Depending on the classifications compared, the Social Services Assistant was found perhaps not to be as far behind the comparables' SSAs as are other unit employees' positions examined (above). Two other filled positions for which the Union is not proposing reclassifications are examined below. The Union listed the comparables' wage ranges for these as well as the other positions. The Undersigned attempted to determine from the contract wage tables provided by it and the Employer what positions were used for comparison.

The Union contends that the WIC Clerk is paid about \$.90 less than average which is less than the 15% cut off for proposing a reclassification. In the case of the WIC Clerk, only two listed such a position for direct comparison. Clerk I and II positions were used for Clark and Jackson Counties, while the source of the wages listed for Monroe and Pierce Counties was not evident (though the latter lists a Commodity Clerk position which the Undersigned considered).

<u>WIC Clerk Wages 1998</u>	
<u>Union comparison</u>	
Clark	\$ 7.37-7.96 Clerk I
Dunn	
Jackson	8.18-11.82 Clerk I, II
Monroe	9.67-11.64 (?)
Pepin	8.38-11.39 WIC Clerk
Pierce	11.76-12.13 (?) (8.67-9.11 Commodity Clerk)
Trempealeau	8.52-9.89 WIC Clerk
Average	8.98-10.81 (\$8.98-10.30)

Buffalo	8.51-9.93
County	8.71-10.13*
<u>Union</u>	<u>8.51-9.93</u>

* Union offers for 1999 does NOT include increases in step; Employer offers adds \$.10 to the wage

The data indicates to the Arbitrator that the Buffalo County WIC Clerk may be \$.37 + below average. Were the Employer to have submitted data, perhaps a similar conclusion—that the comparables' average is somewhat less than the Union asserts-- would have been made.

Finally, the Human Services Technician position is not a very common one. What data was proposed suggests that the Buffalo County Technician is paid \$.12 /hr. less than the three positions in Jackson, Monroe, and Trempealeau Counties. Clearly the data would not support a proposal for reclassification. It would seem to bolster an argument that whatever the characteristics, qualifications, and responsibilities of Buffalo County Class“E” jobs, those held by the Account Clerk Assistant and Economic Support Specialist appear to have a higher value than the Technician based on how these other counties have structured relative wages.

<u>Technician Wages 1998</u>	
<u>Union comparison</u>	
Clark	\$
Dunn	
Jackson	9.18-11.82 ? (used Class II)
Monroe	9.67-11.64 (? Consistent with data for non-union, Grade 6-Health Check Technician)
Pepin	
Pierce	
Trempealeau	8.52-9.89 (? Consistent with Employer data for Courthouse, Grade 1)
Average	9.12-11.12
Buffalo	9.43-11.00
County	8.63-11.20*
<u>Union</u>	<u>9.43-11.00*</u>

* Union offers for 1999 does NOT include increases in step; Employer offers adds \$.10 to the wage

The Arbitrator constructed a summary table of the relative wages of Buffalo County Human Services positions with respect to the comparables. It indicates that under the Union's

<u>Buffalo County Human Services Wages vs. Comparables, 1998 *</u>	
1998 wage <u>viz</u> proposed	Union wage offer

<u>Position</u>	<u>Comparables</u>		Step increase	<u>viz comparables</u>	
	<u>Union</u>	<u>County data</u>		<u>Union</u>	<u>County data</u>
SS Aide	-\$1.62	-\$1.58(1.58)	0	-\$1.62	- \$.58 (1.58)
Account Clerk	- 5.08	-1.47to-1.67	2	- 4.18	- .57 to-.77
Acct. Clerk Asst.	- 1.80	-1.17	1	-1.22	- .59
Ben. Specialist	- 2.25	-2.39 (2.30)	1	-1.72	- 1.86
Sup. Staff Spec.	-1.50	-1.31	1	- .97	- .78
Econ. Sup. Spec.	- 2.28	-2.16	1	- 1.70	-.52 to -1.24
WIC Clerk	- .98	(-.37)	0	- .98	(-.37)
Home Health Aide		not filled			
Lead Econ Sup.		not filled			
Technician	- .12		0	- .12	

* derived from the tables above

proposal, wages for the various positions will become “more similarly behind” the comparables than at present, at around \$.60/hr. based on the Employer’s more credible data comparisons. Perhaps the top step Social Services Assistant is more similar to a higher class SSA and should also receive a reclassification. Perhaps not. The Benefit Specialist remains considerably below with the reclassification; the same could apply to the Economic Support Specialist if the top step is similar to the higher class ESS of the comparables.

The above would indicate to the Arbitrator that the Union’s offer would be more reasonable based on external comparisons. What of the matter that this is a significant change requiring a quid pro quo and job analysis? The Employer has indicated that it was prepared to discuss some reclassifications were the Union to trade for language reducing the role of seniority in filling positions. It also has proposed reclassification in its with the Courthouse unit, indicating that the wage structure and its change is as much a matter for the art of negotiation as it is the science of personnel management.

The parties have asserted that their respective offers are more reasonable with respect to the internal pattern of settlements as well. The Employer asserts that the highway employees received the equivalent of what is offered this unit’s employees and the County got seniority language. The Human Services Professionals got more because of recruiting problems, but gave the County the language as well. The Union contends that the professionals in the Human Services Department received 11% for 1999-2000 or slightly more than its offer. The Highway

employees received 8% or more, while non-union employees got 3-10% in 1999 and 3% for 2000. The Courthouse employees offer is similar to the Paraprofessionals. While the highway

<u>1998 Wages</u>			
	<u>Patrolman/Highwayman</u>		<u>Social Worker III(max)</u>
Clark	\$	14.04	\$ 17.83
Dunn		14.61	19.85
Jackson		12.47	19.62
Monroe		12.72	18.11
Pepin		13.96	16.41
Pierce		14.34	22.29
Trempealeau		13.04	17.54
Average	13.11	18.81	
State Average	13.86	18.48	
Buffalo		12.55	16.27
diff.-comparables		-.56 (4.3%)	- 2.54 (13.5%)
diff-state		-1.31	- 2.21

UX 32 and UX29

employees were earning about \$.56/hr. (or 4.3%) less than the comparables in 1998, they made up \$.25 in 1999. Under the Union's offer for this unit, employees will generally be earning about \$.60 (or more) less than the comparables which would be about 5-6% less. The Social workers earned about 13% less in 1998 and were able to reduce that to about 8% in 1999 (provided that the comparables' wage increases followed the state pattern of about 3.5%).²³

The Union's offer therefore is between the Highway and Human Services Professional settlements. The Employer's offer is slightly less than the former, and substantially less than the latter. There is the matter of the language concession received by the County for the above-average settlements (viz the comparables), but the Arbitrator notes the added vacation for those employees. It would then appear that the Union's offer is reasonable with regard to the internal pattern of settlements and results in the Human Services Paraprofessionals being somewhat more "underpaid" (vis a vis similar employees in the comparables) than the highway employees and somewhat less "underpaid" than the Buffalo County Social Workers.

The parties have asserted that their respective offers are more in accord with the interests and

²³Union Exhibit 29.

welfare of the public and the financial ability of the unit of government to meet the costs. There is no ability issue here, but of course there is a morale issue among the public employees and between these employees and the public which “cuts both ways;” underpaid employees may leave literally (and figuratively) which presents a loss for the county, but wage increases for some employees in excess of others also is a cost.

The 'factor given greatest weight' – a state law or directive which places limitations on expenditures that may be made-- is not a consideration in this matter as indicated by the parties.

The 'factor given greater weight' --the economic conditions in the jurisdiction-- is important for the Arbitrator's consideration in this matter. The County has provided sufficient evidence that economic conditions in Buffalo County are sufficiently different from other counties in the area so that it cannot and should not be expected to provide the same wages and benefits as do these other employers. The Union has argued that economic conditions are much better than in the past, but the Arbitrator notes that they are still not as good in terms of income and property values so as to pay Buffalo County Human Services employees the same as elsewhere. By this consideration, he is assured that under the Union's offer these employees will earn less than will similar employees of comparable employers who have a greater ability to afford somewhat higher wages. But he also assured that the Paraprofessionals will be paid about the amount less than average as are other Buffalo County employees and that the wage structure within the unit will also better reflect this difference.

The other consideration briefly addressed by the parties regards the cost of living. Both parties' offers exceed the percentage increase in the CPI in recent years, but this factor is generally deemed to be of lesser importance in situations where, as in this case, the parties are committed to some measure of “catch up.”

In sum, the factors of economic conditions and the interests and welfare of the public are found to favor neither party. Internal comparisons in terms of the settlements have been found to slightly favor the Union's offer, and when the Arbitrator considered how this unit's employees' wages compared to similar employees in other counties vs. how other Buffalo County employees compared to their counterparts, the Union's offer was found to be reasonable. Consideration of price level changes would favor of the County's offer in a literal sense. “Other factors” (ie. the status quo issue) would perhaps favor the County's offer under the framework common to interest arbitration in Wisconsin, but the Union's proposal is to bring employees' wages more in line with the External comparables. Comparison of wages of external comparables would call

for an award in favor of the Union, though the Arbitrator recognizes that parity is not at this time possible.

Award

Having carefully considered all of the evidence and argument of the Parties set forth above as well as the arbitral criteria provided under Section 111.70(4)cm(7) Wisc. Stats., it is the decision of the Undersigned that:

The final offer of the Union is to be incorporated into the 1990-2000 Collective Bargaining Agreement between Buffalo County and Buffalo County Human Services Clerical and Paraprofessional Employees Union, Local 1625-A.

Dated this __3rd day of February, 2000, in Menomonie, WI.

Richard Tyson,
Arbitrator