

## BEFORE THE ARBITRATOR

In the Matter of the Final and Binding Interest Arbitration Dispute between

LOCAL 2918, AFSCME, AFL-CIO

and

VERNON COUNTY

WERC Case 124, No. 59737, Int/Arb-9193  
Decision No. 30188-A

### APPEARANCES:

For the Union: Mr. Daniel R. Pfeifer, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 18990 Ibsen Road, Sparta, WI 54656.

For the Employer: Mr. Mark B. Hazelbaker, Attorney, 721 Lois Drive, Sun Prairie, WI 53590.

### ARBITRATION AWARD

The Union has represented a general bargaining unit of courthouse and Human Services Department employees for many years. The parties' most recent collective bargaining agreement was from January 1, 2000 to December 31, 2001. The petition which gives rise to this particular case, however, concerns a voluntary agreement to reopen collective bargaining during the term of the contract, for the purpose of renegotiating wages and one other term of employment for social workers only. The parties agreed that the reopened negotiations would be subject to the binding interest arbitration procedures contained in section 111.70 (4) (cm), Wis. Stats.

On March 5, 2001, the Union filed a petition with the Wisconsin Employment Relations Commission requesting arbitration pursuant to Section 111.70 (4) (cm) 6, Wis. Stats. Efforts to mediate the dispute by a staff member of the Commission were unsuccessful, and an impasse investigation was closed by the Commission's order requiring interest arbitration dated July 26, 2001. The undersigned Arbitrator was appointed by Commission order dated September 17, 2001. A hearing was held in this matter in Viroqua, Wisconsin on November 26, 2001. No transcript was made, both parties filed briefs, and the record was closed on January 26, 2002.

Statutory Criteria to be Considered by Arbitrator  
Section 111.70 (4) (cm) 7

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.

7g. 'Factor given greater weight.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give greater weight to economic conditions in the jurisdiction of the municipal employer than to any of the factors specified in subd. 7r.

7r. 'Other factors considered.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall also give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities.
- f. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees in private employment in the same community and in comparable communities.
- g. The average consumer prices for goods and services, commonly known as the cost of living.
- h. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and

pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

j. Such other factors, not confined to the foregoing, which are normally or traditionally taken 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.

### The Union's Final Offer

1. Effective 1/1/2001, Pay Level L will be increased by \$0.94 per hour to:

<u>Start</u>	<u>6mo.</u>	<u>18 mo.</u>	<u>30 mo.</u>	<u>42 mo..</u>	<u>54 mo.</u>
13.73	14.17	14.62	15.10	15.59	16.10

The off-scale employee will receive an increase of \$0.94 per hour effective 1/1/2001.

- Effective 1/1/2002, Pay Level L will be increased by \$0.47 per hour to:

<u>Start</u>	<u>6mo.</u>	<u>18mo.</u>	<u>30 mo.</u>	<u>42 mo..</u>	<u>54 mo.</u>
14.20	14.64	15.09	15.57	16.06	16.57

The off-scale employee will receive an increase of \$0.47 per hour effective 1/1/2002

- Effective 7/1/2002, Pay Level L will be increased by \$0.47 per hour to:

<u>Start</u>	<u>6mo.</u>	<u>18mo.</u>	<u>30 mo.</u>	<u>42 mo..</u>	<u>54 mo.</u>
14.67	15.11	15.56	16.04	16.53	17.04

The off-scale employee will receive an increase of \$0.47 per hour effective 7/1/2002.

2. Add - "A Social Worker who has experience in the field for which he/she is being hired may be hired at above the Probationary Step, however, the maximum hiring rate is Step 2."

### The Employer's Final Offer

1. Amend the Agreement to permit the Employer to hire experienced social workers above the minimum under the following conditions:
  - a. Experience shall be defined as prior professional experience as a licensed social worker, and shall not include internships, preceptorships, student project work or similar preparatory work.
  - b. Newly hired employees shall be placed on the step of the wage schedule which is consistent with their experience. Example: A new hire with 4 years of experience as a licensed social worker shall be placed at step 4.
  - c. Employees hired above minimum shall advance to the next step after serving the length of time ordinarily required to be served between steps.
  - d. An employee hired above minimum shall still be required to serve a probationary period, but shall not be given an increase upon completion of probation unless such an increase would be appropriate under par. c. above
  - e. Any incumbent employees currently placed at a step which is less than their actual experience as a licensed social worker shall be increased to the appropriate step. This adjustment will have the effect of mooted the relief requested in a pending grievance concerning reclasses. This offer does not constitute the sustaining of the grievance by the County, and shall be without prejudice to the County's exercise of discretion in future reclasses.
2. Social worker wages shall be adjusted as part of the base for the 2000 - 2001 agreement, as follows:
  - 10 cents per hour on 7-1-01.
  - 10 cents per hour on 1-1-02.
  - 10 cents per hour on 7-1-02.

### The Union's Position

The Union contends that both issues in this proceeding arise from the Employer's discovery that it could not hire a qualified social worker at the rate that existed in the collective bargaining agreement. The parties met and negotiated a midterm agreement, which allowed the County to hire one social worker at a higher rate than the contract provided for, and which in turn allowed negotiations on the wage rates for existing bargaining unit social workers. The agreement also provided for interest arbitration in the event that the parties could not reach a voluntary agreement. The parties were unable to reach agreement, and in the event, both parties made proposals concerning hiring above the minimum as well as concerning wage improvements.

The Union contends that its proposal for hiring above the start rate is a gesture toward the County which goes beyond what the comparables would support. The Union argues that the parties agreed as to the comparable counties, and that six of the eight do not allow the employer to start a new employee above the minimum rate. Monroe County,

meanwhile, has similar language to that which the Union proposes here, and Sauk County has language similar to that which the County proposes here. The Union contends that by proposing language allowing for hiring above the minimum at all, it has gone beyond what the comparables would support, and has allowed the Employer great flexibility in setting the rate for any given new hire. The Union argues that the County's proposal, by contrast, would allow the County to hire a new social worker at any rate right up to the top wage in the schedule, thus resulting in the possibility that a new social worker might be making as much as someone who had spent many years with the County, an obvious problem for morale.

With respect to the wage proposal, the Union contends that its proposal does no more than to mirror the amounts offered by the County during the negotiations. The Union contends that the County's offer was then tied to a package which included the County's insistence on the Union withdrawing a grievance which had already been arbitrated. The Union argues that the size of the increase proposed by the County at that time and by the Union's final offer was, and remains, a realistic response to the drastically lower wages being paid by Vernon County to social workers. The Union argues that its final offer would reduce by \$1.88 the gap between the County and its admitted comparable employers, who are paying on average \$2.41 per hour more at the hiring rate and \$2.79 per hour more at the maximum rate for Social Worker II or equivalent. The Union notes testimony that the County does not hire at Social Worker I, and argues that Union Exhibit 8 shows that almost all of the comparable counties have social worker positions above the Social Worker II position, and that the County is \$3.88 below the average actual hiring rate of the comparables and \$4.39 per hour below the average maximum rate of the comparables for upper-level positions.

The Union contends that the County can afford the cost of this proposal, not least because the County has lapsed funds in excess of \$200,000 back from the Department of Human Services to the County's general fund in each of the last three years; the Union argues that over the total of the past five years, the Human Services Department has returned \$1,174,617 in unused budgeted funds. In other evidence that the County can afford the requested increase, the Union notes evidence that the County settled a 2001-2002 contract with its Sheriff's Department employees which contained a 14 percent increase in wages over two years; granted its (non-union) registered nurses at Vernon Manor a 2001 wage increase exceeding \$3 per hour; and receives most of the funding for the Human Service Department from State and/or Federal sources. The Union contends that the County's testimony to the effect that social workers will be easier to obtain from now on, because of a larger supply of social workers graduating with masters degrees from the University of Wisconsin-Madison, is speculative.

### The Employer's Position

The County admits that its social workers are paid far less than the average among the comparable counties. The County, however, ascribes this to economic reality. The

County contends that it is a small, predominantly rural county whose economics are extremely adverse compared to other counties in its comparable group. The County contends that compared to other counties in the admitted comparable group, its tax rates went up by approximately the average in 1999, by somewhat over the average in 2000, and by 14 percent, significantly more than the average, for 2001. The County notes that for 2000 alone, the tax rate increase was 15.9 percent. The County argues that this is extremely difficult for Vernon County to absorb because of its local economy. The County notes evidence that in virtually all economic indicators, Vernon County lags both compared to Wisconsin counties generally, and compared to the agreed-on list of comparables. Vernon County has a per capita income one third less than the Wisconsin average, and because of disappointing growth in farm income in particular, Vernon County lags even compared to the comparables. The County's per capita income is \$2205 below the average of its comparable counties, while its farm income has gone down by three percent from 1992 to 1997, an especially disappointing figure because Vernon County had far lower farm income than almost all of the comparables already, exceeding only Crawford County's. Vernon County also has the highest percentage of its residents living in poverty of all of the comparable counties, including 16.4 percent of its children, three percent higher than the average of the comparable counties. The County argues that this means that it is spending a large percentage of its per capita income on social services. The County also argues that these adverse statistics show that the County is experiencing a degree of poverty which clearly brings into play both the "greatest weight" factor under the statute, and the "greater weight" factor, because its ability to raise funds is sharply limited by state statutes as well as its own economics, while local economic conditions are extremely adverse compared to virtually everywhere else in the state of Wisconsin.

The County points as benchmark in social worker wages to the top rate for Social Worker II, where it calculates its rate at \$15.16 per hour compared to the average among the comparable group of \$17.17 per hour. The County notes that the 30 cent increase it has proposed is an approximately 2 percent wage boost on top of previous wage increases granted during the contract term. The County argues that this represents a significant commitment by the County to address the wage gap, in view of the County's economic situation, while the Union's proposal would take the social workers to \$17.04 per hour immediately, almost all the way to the average of the comparables. The County contends that this more than 12 percent increase would cost the County a huge and disproportionate amount of money for this small group of employees. The County costs its own proposal at \$7605 and the Union's proposal at \$53,615. This, the County contends, is equivalent by itself to an .9 percent increase in the overall County tax levy.

The County further argues that while the briefly overheated national economy created a distortion under which, for a while, it could not fill a social worker position at its then wages, the changing economy in the larger picture has meant that by the time of this arbitration, it no longer has this problem. The County notes testimony to the effect that

within a few months of experiencing an inability to hire social workers at the minimum pay specified in the contract, it had two further openings for social workers, and had multiple qualified applicants for each opening who were willing to accept the base pay level. The County seeks the ability to pay more in order to hire qualified people, but contends that this is an advantage to the employees as well as the County itself. The County argues that if it can hire the best social workers, including experienced social workers, this will reduce training needs and lessen the load on other social workers it employs. The County notes that it has limited its own discretion in its proposal, such that there is no possibility of a “teacher’s pet” receiving a higher wage rate. The County argues that flexibility in being able to hire at any step is important to being able to obtain high-quality staff, but that when the County offered a huge increase to the employees to obtain this language, the Union turned it down. The County argues that the proposal it makes for flexibility does no harm to any existing employee and that its 30 cents per hour wage proposal is a more than adequate quid pro quo under the circumstances, since the County’s proposal merely allows it to make lateral hires of experienced people. The County contends that the Union’s hiring above minimum proposal is inadequate and that the Union’s demand for a huge pay increase is now beyond what is either necessary or affordable.

### Discussion

I will first consider the parties’ proposals in general terms of reasonableness, and then in order of the specific statutory criteria.

To begin with, it is necessary to note that this is an unusual case in which each party’s position is grounded in some logic, but each party’s chain of reasoning has led it to make a proposal which, on balance, is quite unreasonable. For its part, the County has sought here a degree of ability to hire above minimum which exceeds that of all but one of the comparables. It has pursued this demand with such avidity that it was willing, for a while, to offer the same wage increase which the Union now seeks. The County now describes this wage increase as unreasonable and unaffordable — even though it amounts to a similar increase to that which the County has advanced to other presumably underpaid groups, namely registered nurses and the sworn officers of the Sheriff’s Department. At the same time, the Union demands a wage increase of major proportions, in a round of bargaining it did not initiate, in the face of adverse fiscal conditions. In package-final-offer arbitration there can be no good solution to such a dispute.

Considering first the less important issue, the ability of the Employer to hire above the minimum is clearly not as neutral to existing employees as the County contends. Existing employees have a very real concern about an employer who wishes to be able to hire new employees for as much or more as the existing employees are making, and the resulting morale problems are widely known in labor relations generally. Moreover,

the logic of the County's hopes for this proposal to cure its recent hiring difficulties is, at best, questionable. The yawning gap between what Vernon County pays and the average of these Southwest Wisconsin counties (few of which would describe themselves as prosperous) is such that a social worker from most of them with four or five years' experience, contemplating moving to Vernon County under the terms of the County's proposal, would be looking at pay about equivalent to what he or she had made as a beginner — and would be giving up any clear prospect of significant further advancement, as well.

The balance of types of language in the other counties merely reflects the accumulated experience and preferences of parties who are conceded to be comparable here. By that standard, the Union's proposal, which goes beyond what most of those contracts allow, extends to the County a significant improvement in its ability to hire above the minimum, but does so without the possibility of a new employee being hired at the top of the wage scale. And as the Union's argues, its proposal allows the County more flexibility than all but two of the comparables, while the County's proposal exceeds all but one of the comparables. I find the Union's proposal significantly more reasonable than the County's on hiring above minimum.

But the key issue is the size of the wage increase. Here, I find that neither party has proposed a reasonable solution. The County has proposed the self-same wage increase that the Union now seeks, in order to solve a problem which it saw as pressing — only to withdraw that proposal and substitute a far less generous proposal. Given that I have found above that the County's hiring above minimum proposal was so far out of the mainstream that it cannot be supported on its own merits, the size of the Employer's proposal during negotiations has to be seen as an effort to "buy" a somewhat unreasonable piece of language. Yet the price the County offered was not out of proportion to what it was simultaneously doing for two other evidently underpaid groups, and there is no evidence in the record that either the (non-union) nurses or the Deputies were expected to swallow a similarly unpalatable provision in order to get the wage improvement. There is therefore some logic in the Union's view that the Employer should be held to the economic portion of a proposal it so recently made.

Yet at the same time, the County's shifting position can be seen to reflect some degree of economic logic. The County was able to make two hires following the unsettling experience in 2000. And the County has had significantly worse wages than the average of the comparables for many years. The Union had accepted that situation in the most recent general collective bargaining agreement as well in as many others, presumably because it can read the numbers. The numbers, as the County has detailed, are adverse to Vernon County's citizens and to its employees alike.

In distilling a solution from two proposals which are so far apart, it is important to note that I find the Union's calculations more reliable than the County's. The comparables' contracts in the record show that the other bargaining units which have substantially



greater wages include several in counties whose economic situation is very nearly as adverse as Vernon County's. The parties primarily use Social Worker II as the basis of comparison; but the exhibit on which the County relies for this classification (Table No. 3) shows no rate for Jackson County and the wrong rate for Richland County, which distorts the numbers, and leads to the County's calculation that this bargaining unit would catch up to the average of the other bargaining units "in one sweep" as a result of the Union's offer here. The actual contracts for these counties, however, show that the County has incorrectly calculated the rates and averages. See tables A and B, which are based directly on the copies of those contracts in the record rather than on the parties' characterizations of them:

Table A: Wage rates at end of 2001 (i.e. incorporating split increases at full value):

Employer	Social Worker II minimum, 12/31/01	Social Worker II maximum, 12/31/01	Highest (regular) Social Worker pay rate, 12/31/01
Crawford	13.69	16.27	18.89
Iowa	15.56	17.01	17.01
Jackson	16.78	19.78	21.43
Juneau	13.86	17.46	20.53 <sup>1</sup>
Monroe	14.45	18.96	19.98
Richland	14.43	16.43	16.43
Sauk	15.96	19.00	19.46
Trempealeau	16.26	18.05	19.89
<b>Average of above</b>	<b>15.12</b>	<b>17.87</b>	<b>19.20</b>
Vernon (current)	12.79	15.16	15.16
Vernon (Union's)	13.73	16.10	16.10
Vernon (County's)	12.89	15.26	15.26

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<sup>1</sup> Using Social Worker V. See footnote 2 below.

Thus the average top Social Worker II rate on 12/31/01 is \$17.87, not \$17.17 as the County argues. This, furthermore, does not reflect the full potential difference in earnings for the most experienced social workers, because the County's wage scale tops out at Social Worker II. This is similar to Iowa County and Richland County, but six of the eight comparables have higher-level positions for social workers, with wage maximums between \$18.89 (Crawford) and \$20.53 (Juneau)<sup>2</sup>. As of 12/31/01, the lowest Social Worker II top rate other than Vernon County, in Crawford County, is \$16.27; Iowa County's is \$17.01; Richland County's is \$17.09. The Union's proposal raises the top rate achievable by a Vernon County's social worker to \$17.04 — as of July 1, 2002.

Table B: Wage increases through 12/31/02, for counties settled for 2002

Employer	Social Worker II minimum, 12/31/02	Social Worker II maximum, 12/31/02	Highest (regular) Social Worker pay rate, 12/31/02
Crawford	14.38	17.09	19.84
Iowa			
Jackson			
Juneau			
Monroe	15.03	19.73	20.79
Richland			
Sauk	16.56	19.60	20.06
Trempealeau			
<b>Average increase from 12/31/01, \$</b>	<b>0.62</b>	<b>0.73</b>	<b>0.79</b>
Vernon:			
Union's, rate;	14.67	17.04	17.04

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<sup>2</sup> Using Social Worker V. Juneau County also has rates for a Lead Social Worker, with a maximum pay of \$22.62; a Social Worker IV, max. at \$19.56; and a Social Worker III, max. at \$18.63. No testimony was offered concerning their relative responsibilities; Juneau's very highest rate is not used here because both its title and the sheer number of other high-rated Social Worker classifications under it suggest that the Lead SW position is likely to have significantly supervisory responsibilities, and thus not be a fair basis for comparison.

increase in \$ from 12/31/01	0.94	0.94	0.94
County's, rate; increase in \$ from 12/31/01	13.09 0.20	15.46 0.20	15.46 0.20

Table B demonstrates that by July 1, 2002, the lowest paying other county in the comparables will be paying \$17.09 at the top of Social Worker II. I conclude that the reality is far from the County's assertion that the Union's offer will suddenly move the unit up to the average. While there are not enough 2002 settlements in the record to compute average wage rates with accuracy, there are three, and their wage increases show that the County has sharply overestimated the degree of "catch-up" involved in the Union's proposal here, by essentially ignoring the other counties' 2002 wage increases. It is, in fact, quite unlikely that the Union's offer will even catch up to the lowest-paying comparable employer, since Crawford County usually occupies that position. (Iowa County, the next lowest for 2001, has not settled for 2002, but its employees could exceed the top rates under the Union's proposal by negotiating a 2002 wage increase of just four cents per hour.)

The fact that a catch up pay proposal totaling \$1.88 per hour will still leave this bargaining unit the lowest paid among the comparables is a demonstration of the extreme degree by which this bargaining unit is badly paid, even compared to other counties which are suffering adverse economic conditions. Fully recognizing that Vernon County's economic situation as very serious as argued by the County, there is nothing in the record to show that it is worse than the surrounding counties *by such a margin* as to account for the degree of difference in the wages.

Based on this record, it is also appropriate to suggest that the County, in having substantial problems with poverty, arguably has particular need not to have social workers regard this County as the employer of last resort. The County's witness spoke of the severity of caseloads and the difficult circumstances of the families with which the social workers must deal. The record shows no evidence from which I could reasonably conclude that it would be to the overall disadvantage of the County's citizens and taxpayers to pay enough that its selection of social workers will be adequate to meet the County's difficult needs. Thus for Vernon County to be at the bottom of the comparables reflects economic reality; but for it to continue to seek to pay radically below the next lowest-paying comparable employer does not.

The County, in explanation of its mid-bargaining change of heart, avers that the worsening economic climate has left behind the inability to hire which originally led to this interim negotiation, citing the two more recent examples when it was able to hire a social worker. I find, however, that it is impossible to estimate with any reliability the economic prognosis at present. On the one hand, it is a matter of public record that public sector finances in Wisconsin are unusually challenged; at the same time, the

most acute of economists appear to have been surprised by numbers indicating an apparently speedy recovery from what most thought would be a significant recession. Thus the evidence of adverse economic times is qualified. The one thing which appears certain is that labor markets are in a period of uncertainty.

It thus remains highly relevant that during a recent period, the County was unable to hire a social worker at all. New social workers are not produced locally, and Vernon County must compete in a regional if not broader labor market for them. The facts that led the County itself to propose interim bargaining are probably more wisely viewed as a “shot across the bows” than as a temporary phenomenon which has now been permanently fixed by the recently trumpeted recession.

Turning to affordability, in percentage terms the cost of the Union’s proposal is certainly large. In dollar terms, however, for the first year the cost appears to be about \$24,000, recalculating the amount from the formula used by the County. (Employer’s Exhibit 4 shows only \$11,914, but is clearly garbled.) This is less than one-eighth the amount that the Department of Human Services has returned as unused funds to the County’s general fund in each of the last three years. Allowing that the County is wise to budget heavily for child care and placement costs which cannot be anticipated in advance and then seek to minimize them, this is still a perspective that deserves notice. For 2002, the salary amount newly added is similar, but still a fraction of the reverted funds in any recent year. In terms of the Department’s budget, the cost is not as dramatic as the percentages.

But there is a more important reason why these increases need not create as great a final result as it might first appear. That is that the County has a “fail-safe” opportunity to adjust for the ambition of the Union’s proposed increase, as part of the 2002 general negotiations. This, in fact, appears to provide the best overall approach to setting a balance between forces affecting Vernon County social worker wages, in the face of a Union proposal that is too high in terms of current Wisconsin public sector economics and a County proposal that is too low.

Examining the three contracts among the comparables which are already settled for 2002 shows that the average 2002 increase at the top of the Social Worker II class (where the County’s social workers will be closely clustered by mid-2002) is 73 cents. In Crawford County, the lowest-paying comparable, the increase is 82 cents (48 cents on January 1, and 34 cents on July 1.) The Union’s 47 cent / 47 cent split increase for 2002 achieves a total of 94 cents, in addition to the 2001 increase. Thus for 2002 standing alone, the Union’s final offer improves its relative standing with respect to the next lowest-paying county by all of twelve cents. For the Union to achieve a complete catch-up to Crawford County, let alone the better-paying comparables, at the top rate for Social Worker II, it would have to negotiate a further increase as part of the general wage bargaining for the unit as a whole. But the County may justifiably resist any further 2002 increase for this classification in the general negotiations, in view of its

economic situation and of the size of the increase already provided for 2002, as well as 2001, as a result of the interim negotiations.

If, however, the County's offer were accepted, the County's approach to remedying the hiring problem would tilt the balance of terms of employment generally even further against existing employees, since such language has been incorporated only in one comparable employer — one which pays far more than Vernon County to begin with. The Union's proposal on hiring above minimum, by contrast, comes as close to the County's wishes as one other comparable, and closer than six — something of a quid pro quo for the wage increase. More important, though, the small increase now offered by the County would leave essentially in place a remarkable gap between Vernon County's social workers and even the lowest-paying of the comparable employers.

The record, in all, demonstrates good reason for Vernon County to fall well short of the average in wages for social workers. It does not demonstrate good reason to continue to fall far short of the level represented by the lowest-paying of other counties in an area in which depressed economic conditions unfortunately affect other counties too.

#### The Statute's Weighing:

The "greatest weight" factor is well known to be directed primarily to school districts. Arbitrators have found instances where it may be triggered outside school districts, for instance where a particular offer could not be paid for without either layoffs or causing a tax levy rate increase beyond the statutorily specified 1992 level; but the County has not offered evidence that would demonstrate that there is such an impact here. Impact of the "greatest weight" factor on this department is also affected by the fact that the Department of Human Services has returned funds to the County's general fund in each of the past several years, along with the fact that state and federal funds pay for most of the costs involved. I conclude that the "greatest weight" factor is neutral here. The "greater weight" factor slightly favors the County, because the economics of Vernon County are adverse even as compared to the average of the comparables. The difference between the economics of Vernon County and that of the least prosperous surrounding counties, however, is far less extreme than the difference in social workers' wage structures between those same counties and Vernon County. Even giving the due "greater weight" to this factor, it does not, therefore, outweigh the balance of other considerations here.

Under section 7 r., (a) and (b), the lawful authority of the employer and the stipulations of the parties are not the argument here, while the financial ability of the County to meet the costs favors the County slightly, but not greatly, because so much of the cost, in this instance, is met by state and federal funds. Under (c), the "interests and welfare of the public" factor is neutral, because the evidence that the County needs consistently to be able to attract competent social workers balances the public's obvious need for economy in a county that is economically very adversely affected.

The section (d) overall comparison of Vernon County wages and benefits to those of similar employees in comparable employers strongly favors the Union's proposal. The section (e) comparison to other employees also favors the Union, because the County has clearly made an effort recently to catch up in wages for other relatively badly paid classifications, such as Sheriff's Department Deputies and nurses. The section (f) comparison to private employment was not argued. The section (g) CPI factor favors the County, but is all but irrelevant in view of the reason this particular case exists. Section (h), overall compensation, favors the Union's offer for the same reasons as the section (d) comparison. And section (i) favors the County, but not by enough, even when joined with the other factors favoring the County's proposal, to outweigh the other factors noted.

#### Summary

If the difference between Vernon County social worker wage structures and those of comparable counties were not so extreme, the adverse economics of Vernon County, even compared to other counties that are suffering, would favor the County's offer here. But the difference is extreme. The Union's proposal, while large in any ordinary terms, leaves wages just short of the lowest other county among the comparables. This is a somewhat greater improvement in a somewhat shorter time frame than would be ideal, in view of the recent economic situation in Vernon County as well as more generally. Over a slightly longer term, it probably represents an appropriate relative position for Vernon County. Meanwhile, the County has had a salutary warning of what can happen if its wages are so far short of the mark that all other employers are seen as preferable, but its approach to dealing with this problem represents a sharp departure from the pattern accepted by comparable employers and unions, without a significant quid pro quo. All in all, I conclude that the Union has gone somewhat too far in taking advantage of the County's attempts to "buy" a somewhat unreasonable piece of language. But the Union's final offer, which attempts to have the wage increase without the unpalatable language, is less unreasonable than the County's final offer, which attempts to get a major and unsupported change in language for less than one-fifth of the wage increase the County earlier proposed in order to obtain that language.

As noted earlier, no "good result" can be achieved where the offers are so far apart and where both are unreasonable. It is therefore necessary to accompany the award below with the note that to the extent that the result of accepting the Union's final offer is higher than is desirable, it is not so high that wage restraint in the general 2002 wage negotiations cannot promptly restore an appropriate balance compared to other counties that are suffering difficult economic times.

For the foregoing reasons, and based on the record as a whole, it is my decision and

#### AWARD

That the final offer of the Union shall be included in the collective bargaining agreement.

Dated at Madison, Wisconsin this 19<sup>th</sup> day of March, 2002

By \_\_\_\_\_  
Christopher Honeyman, Arbitrator