BEFORE THE ARBITRATOR

In the Matter of the Petition of

NORTH CENTRAL COMMUNITY
SERVICE PROGRAM BOARD

To Initiate Arbitration Case No. 4
Between Said Petitioner INT/ARB-9142
and Decision No. 30264-A

LOCAL 150, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

Appearances:

Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, S. C., Attorneys at Law, by Marianne Goldstein Robbins, appearing on behalf of the Union.

Ruder, Ware, & Michler ,L.L S.C., Attorneys at Law, by Ronald J. Rutlin, Esq., , appearing on behalf of the Employer.

INTEREST ARBITRATION AWARD

Local 150, Service Employees International Union, AFL-CIO,, (herein "Union") having filed a petition to initiate interest arbitration pursuant to Section 111.70(4)(cm), Wis. Stats., with the Wisconsin Employment Relations Commission (herein "WERC"), with respect to an impasse between it and North Central Community Service Program Board; and the WERC having appointed the Undersigned as arbitrator to hear and decide the dispute specified below by order dated February 6, 2002]; and the Undersigned having held an evidentiary hearing in Wausau, Wisconsin, on April 4, 2002; and each party having filed post hearing briefs, the last of which was received August 13, 2002.

ISSUES

The parties' final offers form the issues in dispute. Both propose a two year agreement from January 1, 2001, to December 31, 2002. I summarize them as follows:

1. WAGES:
A. ARTICLE 12-Wage Schedule:

The Union proposes to increase the hourly rates effective January 1, 2001, of CNA's at step 0 to $8.75 and step 1 to $9.50, and all other steps by 4%. It proposes to raise all other rates by 3%.in 2001 and all rates by 4% in 2002. It proposes to add hourly rates for Housekeeping Aide I and Dining/Transportation Assistants at the same wage progression as Housekeeping Aide II

The Employer proposes to increase the hourly rates effective January 1, 2001, of CNA's at step 0 to the same rate proposed by the Union and step 1 to $9.16, but to increase all other rates at 3%.in each year of the agreement.

B. Direct deposit. The Employer proposes to change the current method of making payment through paychecks to one in which is solely through direct deposit to a "financial institution of their choice or in cash through the Marathon County Employees' Credit Union, at the option of the employee." The Union proposes to continue the current system of paychecks by mail but to add the right of employees with zip codes outside the Wausau, Rothschild or Schofield. The Union proposes to add a provision to the agreement which prohibits the Employer from making any change in the method of payment during the term of the Collective Bargaining Agreement without the consent of the Union.

C. The parties make the following proposals with respect to the specific positions listed below:

Patient Environmental Assistants: Union seeks to make this equivalent to Housekeeping Aide I rates. The Employer proposes no change beyond general increase.
Dining/Transportation Assistants: The Union proposes to set this at Housekeeping Aide II rates. The Employer proposes no change beyond general increase.
Relief Baker: The Employer proposes this as a new position.
Transportation/Supply Worker II: The Employer proposes to create this position with a rate 32 cents above the current Transportation/Supply Worker.

2. ARTICLE 14-PREMIUM PAY:
Currently, the Agreement calls for the Employer to pay premium pay. One of the provisions requires premium pay for work on Saturday and Sunday. The Union proposes no change in the premium pay to Friday and Saturday as follows:

> Effective with the next posted department work schedule following the date of decision by the arbitrator, all employees working the three (3) regular weekend shifts beginning with the night shift Friday and continuing through the p.m. shift Sunday shall receive a forty-five cents (45¢) per hour premium.

3. ARTICLE 15-INSURANCE: The parties both propose to set the Employer's monthly contribution to employees' insurance as follows:

	Employer	Union
Effective	$186.61/single	$195.73/single

1/1/2001	$495.29/family	$519.29/family
1/1/2002	$217.77/single $573.89/family	92% of HMO premium

The Union also proposes that the Employer may change carriers as long as the current benefits are not reduced.

4. RETROACTIVITY: The Employer proposes that retroactive pay be limited to employees who are in the bargaining unit on the date of the arbitration award. The Union's proposal is silent in this regard, but would be fully retroactive.

POSITIONS OF THE PARTIES

The Union heavily relies upon the comparison factor to employees of comparable public employers. It proposes to use the following as its comparison group: Clark, Fond du Lac, La Crosse, Manitowoc, Outagamie, Portage, Shawano, Sheboygan, Waupaca, Winnebago, and Wood Counties as its comparison group. Although it did not propose the comparison, it accepts the Employer's proposal to include Lincoln County (Pinecrest home), as a comparable. The Union bases its comparison group upon the factors of 1. Location, 2. Population and geographic size, 3. Total property value, 4. Per capita property value, 5. Per capita income, 6. The scope of the labor market. In this regard it argues that Marathon, Lincoln and Langlade Counties all provide revenue and receive services from the Employer. Since the Employer's facility is in Marathon County, it uses Marathon as the base for geographic selection of comparables. The Union has included all contiguous counties. The other counties were selected from a greater distance but which the Union believes are similar in wealth, population and income to Marathon, except those with large metropolitan areas. It notes that a number of the non-contiguous comparables the Union has identified have been identified by other parties as comparable to Marathon County. Of the seven counties which the Employer identified as comparable, only one is organized. The Union views the remaining as less useful for that reason.

The Union takes the position that its proposed increase is supported by the external comparables. Of those comparable counties which have settled for 2002, all have provided a greater lift in wage rates than the Employer proposes over the course of the entire 2001-2 agreement. Similarly, by 2002, all comparable county nursing homes will be compensating CNA's above the rate proposed by the Employer. Of the 280 employees in the bargaining unit, about 160 are CNA's. Even the majority of the Employer's proposed comparisons will out pay the CNA rates here by the second year of the agreement.

The Union also argues that the Union's proposal is supported by the interests and welfare of the public. The Employer has lost 12 CNA's from 1999 to March, 2002. There is substantial competition from between employers in this areas for CNA's. If the Employer loses CNA's and is required to hire from a subcontractor, it will cost it more money than the Union's offer. The Union also argues that its offer is supported by the external comparisons with respect to other

positions as well. It notes that even the private sector employers to which the Employer compares have granted wage increases which are very nearly comparable the Union's or greater than both parties' offers.

While the Employer may argue that its offer is supported by its wage increases to non-union employees at 3% per year, the Union argues that the Employer has found ways to provide greater increases by, for example, changing duties and adding steps

The Union also argues that its proposals with respect to wage rates for the four specific positions in dispute is appropriate. It argues that the new Dining Transportation Assistant's duties are equivalent to the CNA, except the position does not involve physically lifting patients. Many former CNA's who have weight restrictions are offered this position. Accordingly, the Union believes that this position is better slotted into the housekeeping progression. By contrast, the Employer proposes to pay this position a wage rate below that of entry level for every existing classification even though it requires all of the training of a CNA.

It also argues that it proposal for the Patient Environmental Assistant is appropriate. The position can be characterized as a CNA in training. The Union believes that its proposal to treat it in accorance with other entry-level positions is appropriate. This is consistent with internal comparisons. There are no external comparisons.

The Union also argues that the Employer's proposals to create a relief baker position is not merited and is expensive. Also the Union argues that the Employer has not provided the Union with a job description for the Transportation Supply Worker II position. It does not believe that there is any reasonable basis for this position since it performs the same duties as Transportation Supply Worker.

It also argues that the Employer's proposal to limit retroactivity is not supported by the statutory criteria. This contract will expire at about the time the decision is rendered. There is no justification in comparability for this proposal.

Next, it argues that the Employer has not established that the factors given greatest or greater weight apply. There is no evidence that North Central is directly restricted by revenue or expenditure limits. State medical asistance provides 75% of the nursing home costs and that medical assistance is exempted from budget cuts. The nursing home is less dependent on county funding than other North Central programs like the Sec. 51.42, Stats. Board. The total revenue and expenditure of the nursing home is 2001 was just under $20 million. The 51.42 Board was between $31 and 32 million. Yet, in 2001, the nursing home was responsible for $17,508,160 more than twice the nest patient service revenue coming in and 89% of the nursing home's expenses. In 2001, the net operating loss of the nursing home was $200,000 less than 2000.

While the 51.42 program relied upon $6.2 million in funds from the three supporting counties, the nursing home received $1,588,075 from Marathon County, however, the nursing home returns $701,400 in contributed capital for the construction of the nursing home. It is likely that the nursing home is responsible for some of North Central's $382,000 in interest income although all of this is credited to the 51.42 program. The County owns the land and building, but the nursing home is charged with the depreciation of the home which was $478,749 in 2001. Mr. Krumrie stated that medical assistance cost reports have shown a loss of more than $5,000,000 over a three-year period. He did not submit documentation. The loss is not surprising given the charge for depreciation, return of capital and absence of credit for interest earned.

The Union also argues that, contrary to Mr. Krumrie's assessment, it does not appear from the financial statements provided that a relative increase in labor costs is responsible for the nursing home's shortfall. These revenues rose in spite in the decline in patients and rose by a greater degree than salaries. North Central implemented its final offer. Thus, its figures for salaries and fringes for 2001 already encompass its offer. The nursing home is largely self-sufficient and not hampered by state legislative or administrative restriction on its ability to pay the Union's final offer. Further, there is no evidence that the Employer's offer will be less expensive than the Union's because the CNA market is competitive and a shortage of CNA's would require the Employer to use expensive temporary help

The Union alleges that the cost of living factor should be given weight by reference to area settlements. In this light, the offer of the Union is supported by this criterion. The Union also argues that its proposal on the method of payment is more reasonable. The Employer bears the burden of proof to show that the change is necessary and a that it has offered a quid pro quo for the change. In its view, the Employer has failed to meet this burden. Direct deposit is a burden on employees. Similarly, it argues the Employer has not shown a valid reason for its change in shift premium.

The Union also argues that its proposal as to health insurance is more appropriate. Specifically, its proposal for 2001 is the same as was provided to non-union employees and the LPN's. It views the Employer's reference as to bargaining history as irrelevant as the alleged quid pro quo no longer has any impact. The Union alleges that its proposal for 2002 prevents unit employees from being forced to contribute unreasonably large amounts to health insurance during any future impasse. It argues that the parties have historically used a percentage contribution rather than a fixed dollar amount. This is similar to almost all of the comparable employers. Accordingly, the Union argues that its offer should be adopted.

The Employer takes the position that its offer is fully supported by the statutory criteria. The Employer argues that is offer is supported by the comparability criterion. It urges that the appropriate comparable pool consists of area nursing homes because that is the area from which the Employer hires applicants. These include Colonial Manor, Kennedy park, Marywood Convalescent and Wausau Manor. It also includes East View Medical and rehabilitation Center,

Homme Home Nursing Home and Pinecrest Nursing Home Pinecrest is operated by Lincoln County and is in Antigo. The Homme Home is in Wittenberg. The Employer included the latter homes because it also has facilities in Merrill and Antigo. The Board has provided applicant data showing that it has hired from the immediate area and, therefore, the Union's comparisons are irrelevant. It argues that this view of comparability is supported by arbitral authority.

The Employer also argues that the Arbitrator must give greatest weight to the state law that puts a limit on its tax levy, Section 66.77(2), Stats. It notes that the Employer does not have the ability to tax and it is dependent upon what it receives from the state, counties and third party revenues (the patients' medicare, medical assistance or insurance). The Section 51.42, Stats., services are funded by three counties, Marathon, Langlade and Lincoln. The Employer takes what comes from state sources and third party sources and then seeks reimbursement from the three counties for the remainder. Since the counties are the sole source of supplemental revenue in this manner, their ability to raise taxes is controlling. Only 25% of the revenue comes from patient care in the 51.42 portion of the Employer's operations. In the nursing home, 85% of the revenue is primarily medical assistance, 5% is medicare, 10% is private pay from third parties. It argues that the remaining revenue is provided from appropriations from Marathon County. Over the last several years, the nursing home has experienced substantial financial difficulties in finding due to lack of revenue. Mr. Krumrie stated that since 1998, the Employer has receive an average of only 4.5% increase in medical assistance rates, while at the same time the facility has experienced a large decline in patient days. As a result, patient revenue has decreased 2.4% since 1998. This revenue is used to cover any increase in wages and fringe benefits for the nursing home employees. Medical Assistance reimburses the Employer on average for about 75% of the actual costs. . About 84.7% of the total patient days at the nursing home are identified with medical assistance. The medical assistance rate increase which the Employer has received has not been adequate to cover actual increases in expenses. Mr. Krumrie testified that some of the increases from the State in the last few years have bene less than 2.0%. This has been far lower than wage and benefit increases. The increase the state negotiates with the nursing home industry does not always reflect what the Employer receives. The actual rate increase each nursing home receives throughout the state can vary tremendously. The Employer has lost $5 million in operating losses for 1999 through 2001. The revenue received from Marathon County goes toward offsetting the$5 million loss. For example, in 2000, the Employer still experienced a loss of $517,165, after Marathon County appropriations were applied. In 2001, the Employer applied $1,588,075 of Marathon County's appropriations and the nursing home still experienced a loss of $303,992. In addition to maintaining a continuing deficit as of December 31, 2001, the Board had cash reserves of only $477,210 against a total budget of $20 million. This represents only nine days operating expense at the home.

It notes that the primary reason the Employer is still operating is that it is "borrowing" money from Marathon County's contribution to the 51.42 functions. However, at the current rates of expenditures, this money will be gone in a year or two.

Finally, it notes that the Governor has proposed decreasing state aids to municipalities and shared revenues to fill the state budget gap for 2001-3. The shared revenue funds provide financial assistance to municipalities as a way to support daily government operations and relieve property taxes. As of the date of the arbitration hearing, the Governor was proposing to reduce shared revenues by $350 million , or 4.0%, for the calendar years 2002-3 and the reduction for calendar year 2004 will be 13% and to eliminate the program in fiscal year 2004-5. Marathon County will have no choice but to drastically cut spending and programs. The 51.42 funds currently being borrowed will, instead, have to be used solely for that program. Marathon County may not be able to continue to afford to operate the nursing home. The state does not mandate that Marathon County have a nursing home.

The two year cost of the Union's offer is $319,877 over the cost of the Employer's offer. The Employer accordingly believes that the Union offer should be rejected because it is unacceptable given the depleting revenues of the nursing home.

The Employer also argues that the Arbitrator must give greater weight to economic conditions occurring in the jurisdiction of the municipal employer. It relies upon standards enunciated by other arbitrators with respect to this standard. For example, Arbitrator Petrie stated that this standard can be applied ensuring that the employer's economic conditions are fully considered first by the composition of the primary intra-industry comparables; and , second, by ensuring that the economic costs of a settlement are fully considered in relationship to the "...economic conditions in the jurisdiction of the municipal employer." Marathon County's jobless rate has steadily increased over the last year as well as business going out-of-business due to the economy. The Employer has had difficulty in the past competing for employees, particularly CNA's, but it does not have any difficulty at this time.

The Employer argues that it has provided a wage increase which is consistent with the wage increase provided to all other remaining employees at the facility. Employer exhibit 34 is offered to show that the Employer has attempted to maintain consistency between represented and non-represented employees with few variations where there were equivalent trade-offs. There are 950 employees of which only 304 are in the unit.

The Employer argues that its offer is more appropriate with respect to health insurance. The Employer's offer for 2001, is the same amount it pays on behalf of the non-union staff The Employer's proposal keeps the current practice of a set employer contribution to health insurance while the Union's proposal creates a percentage contribution for the first time. The Union has not offered a quid pro quo for this change. [The Employer also argues that the bargaining history demonstrates that the parties voluntarily negotiated a difference in the Employer's contribution toward health insurance for bargaining unit employees and to change an annually negotiated dollar amount as the Employer's health insurance premium contribution.] It also argues that the Union has not shown a need to change the status quo with respect to a defined Employer contribution to health insurance. It also argues that comparisons to other

employers in both its group and the Union's group of comparables support its position on this issue.

The Employer next takes the position that its wage proposal is competitive in the local labor market and should be adopted. It also argues that CNA's are paid in line with wages paid in Shawano, Portage and Wood counties in 2001. Similarly, it argues that other benchmark workers here earn and will continue to earn a generous wage. These include maintenance workers, laundry workers, housekeeping aides, and cooks.

The Employer argues that the patient environmental assistant position was created about 10 years ago to have an entry level position in nursing in order to evalute those who have learning disabilities. The tasks are routine and repetitive. The Union proposes to pay this position at the Housekeeping I rate, but the Employer argues the duties of that latter position are more complex and demanding. Similarly, the Employer argues that its position is appropriate for the Dining Transportation Assistant. It concedes that although the position has existed for years, federal law now requires these employees to be certified CNA's. The Union's proposal equates this position with a Housekeeping Aide II; however, it is the Employer's position that the two are not equivalent. The Employer also argues that its position is correct for the Relief Baker (one person occasionally) and Transportation Supply Worker II which will require a CDL.

The Employer next argues that its proposed general wage increases of 3% in each year of the agreement is appropriate in the light of the local settlement pattern and the Union's own comparable pool. The Employer states that its offer is in line with local settlements in Marathon, Lincoln and Langlade counties. All Marathon County units settled for 3% wage increases in both 2001 and 2002. The Employer's propsal is closer to the settlements in Lincoln and Langlade Counties.

The Employer also states that its offer is closer to the cost of living. It, therefore, argues that its offer is supported by the cost of living criterion. Accordingly, the Employer argues that its offer should be adopted.

DISCUSSION

Under Section 111.70(4)(cm), Stats., the arbitrator is to select the final offer of one party or the other without modification. The arbitrator is required to make that selection on the basis of evaluating statutory criteria as follows:

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 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 employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.

e. Comparison of wages hours, and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.

f. Comparison of wages, hours, and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes 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 employes, 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.

h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration, or otherwise between parties, in the public service or in private employment.

I. GREATEST WEIGHT/GREATER WEIGHT AND ABILITY TO PAY FACTORS

The statutory criteria have three criteria which primarily address the ability of a public employer to pay for collective bargaining settlements and/or the ability of the local taxpayers to bear the costs of the settlement. These factors are the greatest weight factor, the greater weight factor and the ordinary ability to pay factor, 7r.c.

Arbitrator Vernon in Tomahawk School District, Decision no. 30024-A in a well reasoned decision concluded that the greatest weight factor, if applicable, should be given effect when the affected proposal will have a "substantial and palpable adverse effect" on the municipal employer. Arbitrators who have looked at have placed the burden on an employer to produce evidence that a specific state law or directive places limitations on expenditures that an employer can make or revenues which a municipal employer may collect exists. The require that the party show what the specific applicable limit is. They then require that the employer show that it has taken full advantage of its authority and that the offer of the other party in the context of the collective bargaining practices of the parties dealing with that employer will have a substantial and palpable adverse effect on its ability to stay within those limits or its operations. See, for example, Marathon County, Decision 29513-A, Kessler, 1999.

Section 66.72(2), Stats. sets levy limits for counties which limits them to an operating levy that does not exceed .001 or the operating levy rate in 1992, whichever is greater. Counties are penalized if they exceed the rate without having first obtained approval through a referendum of the their constituents. As discussed below, the Employer does not have taxing or borrowing authority but relies upon Marathon County to subsidize the nursing home side of its operations beyond third party revenues. While the Employer alluded to Marathon County's limitations under Section 66.72(2), it produced no evidence as to specifically what that authority, whether Marathon County has maximized its revenue under that authority or that the offer of the Union would likely require a subsidy from Marathon County which would have a substantial and palpable effect on its ability to stay within those limits or its operations. Employer exhibit 9, a report from the Wisconsin Taxpayer's Alliance, shows that on the average state-wide county tax levies are increasing 7.9% for taxes to be collected in 2002 over those collected in 2001. The report shows that there is a wide variation however among the counties, with some decreasing tax levies and some substantially increasing tax levies. The table of specific increases in each county was omitted from the portion of the report presented in evidence. There was no evidence about the growth of property values or tax rates in Marathon County any of the counties involved

in this case. Accordingly, the Employer has failed to meet its burden to show that the greatest weight factor applies in this proceeding.

The Employer did address the economic conditions in its jurisdiction (primarily Marathon County). However, the evidence is insufficient to show that there is any significant difference between the local economy of Marathon County and the economies in the areas of the employers which I deem comparable. Many of those private employers are in Marathon County. The public employers are in surrounding counties and are therefore likely to have similar economic circumstances. The analysis in this case heavily relies upon the local labor market conditions. The evidence is insufficient to conclude that the greater weight factor would require any different analysis than that done below.

However, the analysis does not stop there. The ability of financial ability of an employer to meet the demands of its union has always been a factor in collective bargaining and in interest arbitration. In Wisconsin, that factor is stated in Factor 7r.c. While it is an important, historically it has been an argument employers have often used when there was little basis for it. Ordinarily, the burden of proof, if there is such a concept in interest arbitration[1], is that a party putting forth a factual position has the burden to produce evidence to establish that it is more likely than not that the fact is true. In practice, arbitrators have been reluctant to find that an employer has difficulty or even inability to pay and consequently employers have been required to make comprehensive and thorough presentations on an issue of inability to pay This concept has resulted, in part, in the changes to the arbitration criteria. In this case, the best judgment on the record is that the Employer has an inability to pay. The background is as follows.

North Central Health Care Facility consists of two parts. One part is devoted to the responsibilities of counties mandated under Sections 51.42 and 51.437 (herein "51.42")and the other part is a nursing home. The 51.42 portion functions as a consortium of Marathon County, Langlade County and Lincoln Counties. The nursing home operation is carried on solely for Marathon County. North Central does not have any taxing authority or authority to borrow funds. North Central obtains its revenues from third party revenues, supplemental state and federal funding and subsidies from the counties. Third party revenues are revenues attributable to the patient such as Medicare, medical assistance and private direct or insurance payments. 25% of the revenue for Section 51.42 services is from third party revenues It also receives state funding and federal waiver funding. The three counties provide a total of about $6,000,000 funding per year.

92% of the total revenue of the nursing home comes from third party revenues. 78.2% of the total revenues come from medical assistance. 4.6% is medicare and 9.2% of the total

[1]The responsibility of the arbitrator is to make the best judgment on the record from the available evidence. The arbitrator may, but need not rely on burden of proof concepts to make that decision.

revenue is private patient payment. Of the 8% which is not third party, 7% is from Marathon County's subsidy to the facility and 1% is miscellaneous revenues. The Maintenance and Service employees are primarily a cost component of the nursing home and the LPN employees are solely a cost component of the nursing home. Neither medical assistance nor medicare are designed to fully cover patient costs. For example, medical assistance pays for only about 75% of the patient's cost.

A number of factors have combined to cause financial difficulties for the Employer. The total number of patient days has been declining since 1999. The total of patient days in 2001 was 15.9% less than 1999. Medical assistance has risen about 4.5% each year, but the decline in patient days has resulted in the Employer realizing only about a 2.4% increase every year. It appears that its total employee costs have risen faster than that of reimbursement. Ordinarily each of the counties has fully funded the difference between costs and revenues. However, in recent years the counties have not fully funded those differences. Specifically, Marathon County did not fund the full deficit of the nursing home in the last two years. In 2000, the Employer still had a loss of $517,165 and in 2001, the Employer still had a loss of $303,992. This left the Employer with a cash reserve of only $477,210 on December 31, 2001, which is less than nine days operating revenue. This reserve is dangerously low. The Employer has actually funded this by borrowing against Marathon County's portion of the 51.42 costs.

The Union has unsuccessfully argued that the Employer with this continued lack of funding could effectively meet the Union's offer. The record establishes that the Employer does not have the practical ability to increase its revenue from third party revenues. For example, the Employer cannot inflate costs for private pay patients to offset the revenue decline from medical assistance and medicare, unlike private facilities. State and federal revenue and reimbursement increases are not going to offset those losses.

The Union has correctly argued that the ability to pay issue relates solely to the difference between the parties' offers. The cost difference between the two offers is as follows

2001	2002
$133,300	$196,557

The Union argues that interest income of $382,000 which the Employer allocated to the 51.42 board, should be in part allocated to the nursing home side. This is not likely because the 51.42 portion had over $6 million of investable cash while the nursing home had only $477,210.

The Employer has had reduction in patient days in the last two years. One would expect that the Employer would be able to reduce staff in part to offset a significant part of the revenue loss. It is not likely that the Employer could reduce staff to meet this much difference.

Mr Krumrie intimated in his testimony that some funds might be channeled from the 51.42 side by effectively reducing services there. Services on that side are for three counties

rather than Marathon County. Also, services there are mandated. It is unlikely that the amount of funds that could be transferred would be significant to affect this result. Thus, the record is insufficient to make any conclusion on those points.

While Marathon County submits a subsidy to the Employer, the Employer returns a substantial amount of money to Marathon County in the form of rent and capital reduction. While the Union has intimated that these funds could be withheld to fund its offer, I don't believe the Employer is in a position to do so and make any net gain in revenue retained from the Marathon subsidy.

The Union also argues that the nursing home has available funds because there is a charge for depreciation on the building owned by Marathon County in the amount of $478,749 per year. While I am aware that depreciation might shield funds which are actually reserved for replacement, that is not necessarily the case. There is no direct testimony from any witness supporting the view that depreciation can be used to support funding for wage settlements.

There is no full explanation in the record as to why Marathon County chose not to fully fund the deficit of the nursing home operation in the last two years. The Employer does not have the legal authority to compel Marathon County to do so. The Employer has also adduced some other limited facts to suggest that the lack of funding from Marathon County was the result of inability to pay. For example, it offered evidence on state budget difficulties which are likely to have made given Marathon County an inability to provide more funding.. However, it did not produce any direct testimony from anyone from Marathon County as to why the County chose not to provide the funding which was needed. In so doing, its legal theory rests on the fact that Marathon County and this Employer are separate legal entities. I don't agree. Since the operation of the nursing home is a joint function of Marathon County and this Employer, I conclude that the Employer should have produced direct evidence that the lack funding from Marathon County was the result of Marathon County's inability to pay. The Union did not address this issue in its brief.

However, several factors presented make it more likely than not that the lack of funding from Marathon County is a result of its substantial inability to pay. First, in past years Marathon County has provided a full subsidy to cover the regular deficits of the nursing home. Second, the better view of the evidence is that the lack of funding was not an action taken by Marathon County to influence these negotiations. The shortage of sufficient funds to make up the full deficits in recent subsidies has been going on for some time. The Employer has repeatedly had to turn to Marathon County's share of funding for the 51.42 board to obtain a total of $6,912,720 to fund deficits not directly covered by Marathon County over the past few years. Third, the circumstances strongly suggest that the lack of subsidy has resulted from Marathon County's inability to pay. The evidence of state budget shortfalls, etc., is compelling. It is very likely that Marathon County would have had substantial budget difficulties. Also, the fact that Marathon County has been forced to rely on borrowing its own funds from the 51.42 side supports the concept of inability to pay because the selection of the method of funding is

affecting the ability of the Employer to provide 51.42 funds. That appears to be an action of last resort which would not have been taken if Marathon County had any other practical choice. Accordingly, even though it would have been more compelling to have direct testimony about Marathon County, the better view of the evidence is that it is more likely than not that the lack of subsidy is a result of the inability of Marathon County to pay for a greater subsidy.

II. WAGE COMPARISON

A. Selection of Comparables

The parties have not mutually agreed on a complete set of external comparables, nor has there ever been any prior awards establishing the comparables for this group. The selection of comparables is a very important function in interest arbitration because the selection often influences bargaining between the parties for years to come. Further, the selection must include sufficient comparisons so that the employee classifications involved are fairly represented and so that the number of comparisons is sufficiently broad to avoid skewing by aberrant situations at a specific comparable. The factors considered in comparing public communities which I have used are proximity, population and geographic size, total property value, per capita property value, per capita income, whether or not the proposed comparable is in the same or similar labor market. (See LaCrosse County, Decision no. 29742-A (Michelstetter, 8,2000) If municipal entities (for example, counties) are roughly similar with respect to major factors, one common comparable group is contiguous or surrounding entities. This is in part true because they are likely to be in the same labor market and likely to share similar economic circumstances.

This employer is a unique independent entity and there are no public sector comparisons Unit employees serve primarily in the nursing home. Similar facilities from the served counties of Marathon, Lincoln and Langlade, together with facilities in the other counties surrounding Marathon, are most likely to share similar economic conditions with Marathon County. While the Union has sought to enhance the comparability group with facilities from other counties around the state on the basis that the counties in which they are situated are of similar size and other characteristics, the additional comparables are not necessary.

The Employer has supported its selection of basically non-union private sector comparables on the fact that its labor market is allegedly essentially only Marathon County for both non- professionals and LPN's. Indeed, about 80% of its non-professional and LPN staff come from Marathon County. However, the Employer's concept of labor market may be too narrowly drawn. One of the issues in this case is the fact that the Employer has had difficulty attracting adequate staff because it allegedly has seriously low wage levels. It, therefore, has difficulty attracting employees from long distances or competing with better paying neighbors for employees in Marathon County. In any event, if one looks closely at the numbers, many of its staff in addition to the 20% who live outside Marathon County, come from the very border of Marathon County. Thirty-nine of the 290 staff come from Mosinee on the border with Portage

County. Six more come from communities on the border. It is, therefore, likely that the labor market for employees in this facility includes substantial parts of the contiguous counties.

I have established two wage comparability groups, one private and the other public. I have established them separately because they have separate labor relations systems, different methods of funding, different clientele and different public purposes. The comparison groups are as follows:

Public Sector
Lincoln County (Pinecrest Nursing Home) (union)
Langlade County (East View Medical and Rehab Center) (union)
Portage
Clark
Wood
Waupaca
Shawarno
Taylor (Omitted because it has no employees in relevant classifications.)

Private Sector
Colonial Manor (Wausau) (non-union)
Homee Home Nursing Home (Wittenberg-Birnamwood) (union)
Kennedy Park Nursing Home (Schofield/Wausau) (union)
Marywood Convalescent Center (Wausau) (union)
Wausau Manor Nursing Home (Wausau) (non-union)

I also note that it is appropriate to make comparisons for purposes other than wage rates to dissimilar employees of Marathon County and to a lesser extent Langlade and Lincoln Counties. These are primarily useful for comparisons of general wage increases and total package comparisons.

Wage Rates

This unit has approximately 311 workers. Many of these are nearly full time workers. The largest classification by far is that of Certified Nursing Assistant (CNA). There are 166 CNA's. They are slightly more than half of the bargaining unit. There are 48 Dietary Aides. 12 cooks, 8 Laundry Worker I and 5 Laundry Worker II's, 21 Housekeeping Aide I, 7 Housekeeping Aid 2's, and 2 Ground Maintenance persons. I have included wage rate comparisons for these positions in appendix A. The parties agree on the wage increase for the vast majority of all positions except CNA's in the year 2001. The wage comparisons show that as of 2000, beginning CNA's were underpaid by 75 cents per hour. CNA's were comparably paid at the maximum rate. The mutually proposed increase at the beginning step is still likely to leave beginning CNA's slightly underpaid and it is more likely that the Union's proposed second step will make employment here more attractive. The record shows that many private

employer's are proposing substantial increases in the maximum wage rate of CNA's and some of the public employer's as well In this context the offer of the Union for 2001 is closer to appropriate.

The Employer's wage increase for 2002 is an appropriate general wage increase for CNA's. However, the wages among CNA's are lower than in all public comparables but Langlade. Under the circumstances, North Central will still be a "catch up" position for 2002 and, therefore, the Union offer for 2002 as it applies to CNA's is more appropriate.

The Employer proposes a 3% general wage increase for 2002 and the Union proposes a 4% general increase. The evidence indicates that the Employer's offer is preferable with respect to all of the other classifications for 2002. The representative wage comparisons show, for example, that Laundry Workers are currently very well paid by comparison to private comparables and about average for public comprables. Housekeepers, experienced Maintenance Workers and Food Service Workers are well paid by comparison to both public and private comparables. There is very little settlement information for 2002. These early settlements tend to favor the Union position, but when considered with the existing wage leadership position of the Employer this advantage is slight. I would also note that with respect to other than CNA's, I would more heavily rely on the public sector wage comparison for 2002. They share the Employer's budgetary difficulties. I also note that Marathon, Langlade and Lincoln Counties have settlements for 2002 for their employees in general which are all about 3%. Under these comparisons, the Union's offer for CNA's is appropriate the first year, and slightly to be preferred in the second year. However, the Employer's offer is strongly to be preferred in the second year with respect to employees other than CNA's On the whole, the Union's wage offer is to be preferred.

Health Insurance

The parties also disagree as to the method of health insurance contribution. The Union's proposal to increase monthly health insurance premiums contributions from $157.92 for single and from $419.82 per month to $195.73/$519.29 per month for 2001 would adjust the premium contributions to those which the Employer provides its non-union employees. Further, the Union proposes to change the health insurance premium from an annually negotiated premium to a fixed contribution of the 92%. This is approximately equivalent to the contribution the Employer will make on behalf of the non-union employees for 2002. The Union heavily relies upon internal inequity in health insurance payments to support its proposal. Factor 7r.e. essentially includes comparison of the employees of the same employer.

The interest arbitration process is an extension of the collective bargaining process and one of the goals of the interest arbitrator is to reach the result which he or she believes would most likely have been the product of a voluntary settlement. In this regard, arbitrators often look to the history of past practices, negotiations for past collective agreements and the terms of past agreements. This history constitutes one of the "other factors" contemplated in 7r.h.

In that regard, this arbitrator has recognized that where there is a history of coordinated or comparable settlements among collective bargaining units of an employer, that history of internal comparability is entitled to serious consideration in that it represents the pattern the parties would most likely chose for themselves. There are well recognized exceptions. Similarly, this arbitrator has reviewed employers treatment of its unrepresented employees for evidence of what fair treatment of organized employees might be, taking into account whatever factors might reasonably justify different treatment.

The record in this case indicates that the Employer has sought over the years to treat its unrepresented employees in generally the same manner that it has negotiated with the Union. However, the record demonstrates that the Employer has exercised its right to make whatever other unilateral changes it wishes at its discretion for its non-represented employees and done so without offering the Union the same. Further, as noted below, in some cases it has chosen not to give non-union employees the same benefits it has negotiated with the Union. In some of those cases, the Employer has made those changes after collective bargaining has been concluded thereby depriving the Union of any real way to bring those changes into bargaining in a current manner. An example with respect to health insurance in the year 2000 is discussed below.

The facts with respect to how the differential between health insurance contributions for non-union employees came to be more than union employees are disputed. As of 1996, the Employer contributed an amount equal to 90% of the insurance premiums for non-union employees. It paid 95% of single and 90% of family plan for union employees. This differential had been in existence for a significant period of time. It also offered an elective higher deductible plan for all employees who wished to reduce their premium contribution.

In the negotiations leading to the 1997-98 agreement, the Employer changed its plans to increase the deductibles to offset very high premium increases. These were $250/$750 and an option for deductibles of $400/$1,200. The Employer alleges that in these negotiations the Union accepted a lower health insurance premium as a quid pro quo for longevity improvements and other benefits. It offered testimony of Mr. Rutlin for the proposition that it sought to allocate the total package of wages and benefits offered the Union so that the health insurance premium would be retain at its former level, thus increasing the percentage of employer contribution. [The increase in deductible reduced the premium that year.] Essentially, it offered his testimony for the proposition that the Employer told the Union that it intended to do the "same" with its non-union employees. The Employer contends that the Union instead sought an increase in longevity payments and other benefits rather than the increase in percentage health insurance premium contribution. To that date, the longevity plan had been the same for Union and non-union employees. This unit also received a dental plan which the employees paid for themselves and an additional .2% wage increase. The unit then accepted premium contributions which were equivalent to 90% of the health insurance premiums while non-union employees received contributions which were the same dollar amount as in 1996 and which were equivalent to 90% of the premium. After these negotiations the Employer choose to implement its proposed changes with the non-represented employees rather than follow what it had done with

the represented employees. Thereafter, it increased its contribution to the non-union employees by $5(s)/$10(f) in 1998. The Employer continued to pay a contribution of 90% for the unit employees. It is undisputed that in 1999, premiums in the regular plan increased by 15% to 18%. The parties agreed to have insurance premiums paid as a dollar amount rather than a percentage. Under that agreement, the Employer paid $131.80(s)/$347.40(f). The parties also introduced an HMO option. The Employer chose to continue a higher contribution for the non-union employees.

The Employer again received a large increase in insurance premiums for 2000. It received an increase of 25% for the regular (indemnity plan) and 18% for the HMO plan. In the negotiations leading to the expiring agreement, the parties agreed to a fixed dollar contribution of $157.92(s)/$419.82(f). The Employer continued to make a higher contribution for the non-union employees.

The Union challenged the credibility of the Employer's testimony with respect to the 1997 negotiations. The Union produced bargaining history notes from both sides for the1997 negotiations. It contends that there was no evidence that the Union ever negotiated a health insurance premium which was less than that of the non-union employees. It contends that the Union notes show that there was no linkage between health insurance and longevity. It concedes that it does show that there was a change in the single contribution to 90%. It strenuously argues that there is no evidence that the Union agreed to a premium which was to be less than that of the non-union employees. Instead, it argues that the Union agreed to the same contribution as the non-union employees and only after negotiations were concluded did the Employer increase the contribution to health insurance for the non-union employees.

The preponderance of evidence establishes that the Employer did propose to the Union that it accept the same package as it intended to give the non-represented employees and that the Union rejected the proposal. Mr. Jelen's summary of negotiation history to the Employer's Board recites that was done. Union notes omit the initial and early proposals. They do reflect that the Union was even willing to lower the 95% single premium in order to get the package of benefits.

The Employer alleges that this is a quid pro quo as that term is used in collective bargaining. I do not agree, a quid pro quo is an exchange of proposal in exchange for each other. Those negotiations were not proposals to exchange existing benefits for a consideration, but instead a difference of opinion as to how the proposed total package of available funds should be divided. The Employer and Union disagreed. The Employer's assumption that the non-union group had some sort of agreement is without merit. In fact, the non-union group had only what the Employer unilaterally gave it. The Employer made no offer to negotiate or tie future non-union benefits to the Union's contract. Indeed, had the Employer chosen to do so, it could have implemented the Union's negotiated benefits with its non-union employees.

However, the Employer has explained how the difference between union and non-union health insurance premiums came to be for 1997. The fact is that the Employer has unilaterally chosen to continue the differential and I do not believe that it has offered the Union an opportunity to end that differential even by returning the benefits it received in 1997. For example, the Employer received an increase in insurance premium for the 2000 year. In that year prior to, or during negotiations for the 2000 agreement, the Employer increased its contribution for non-union employees to $419.82/$157.92. The Union requested information from the Employer as to what premiums it was paying for non-union employees. The Employer provided this information on January 20, 2000. The Union then negotiated a total package settlement with the Employer on February 20, 2000, which increased the Employer's contribution to the bargaining units health insurance to these new rates. The evidence is unclear whether the Union actually sought to negotiate parity or merely sought the same health insurance increase. The information provided by the Employer did not notify the Union that it reserved the right to increase the amount of premium it paid for non-union employees, nor did it notify the Union that it intended to do so later. Further, there is no evidence that the Employer sought any return of any alleged quid pro quo or that the matter was discussed. (See, tr. P. 30) Instead, the Employer then increased the non-union insurance premium to the level of $443.82/$167.03, shortly after the parties ratified the tentative agreement.

The Employer's reason for maintaining the differential has diminished over the years. The value of the benefits received by the Union, while significant are no longer at all equivalent to the difference in health insurance. The Union correctly argues that there are significant differences between represented and non-represented employees on a number of minor benefits. The difficulty in this case is that health insurance is a major benefit with respect to which disparities are likely to harbor resentment between employees, undermine the attractiveness of the Employer's benefit package at a time when it will need to attract and retain CNA's and which will make the mutuality of future adjustments difficult to make. Accordingly, I conclude that factor 7r.e includes comparability among the same employees of the same employer and that that factor favors the Union

The Union offered evidence of external comparability. For the purposes of considering health insurance, I emphasize comparisons to other public employers. The available comparisons are as follows:

	Contribution 2001	2002
Lincoln County (Pinecrest)	90%	
Langlade County (East View)		
Portage	95%	90%
Clark	85%	
Wood	95%	

Waupaca	90%	
Shawarno	90%	
average	91%	
NCHF		
Employer offer	+495.29=0.94	+573.89=0.89
Union Offer	+519.29=0.98	0.92

The deductible on the parties' policy is substantially higher than most. The premiums here are lower than most. Every single comparable employer uses a percentage to establish health benefits. Accordingly, the evidence is insufficient to make a meaningful external comparison. I, therefore, conclude that the Union's offer is preferable with respect to health insurance.

New Classifications

There are two new classifications at issue in this proceeding, Dining/Transportation Assistant and Patient Environmental Assistant. The Employer created the Dining/Transportation Assistance a few years ago. The position performs all of the duties of a CNA except heavy lifting. It also requires that the employee be trained as a CNA. They work primarily to assist residents at meal times. The position is often filled by former CNA's with lifting restrictions and others. The current maximum rate for this position is $8.41. This would be the lowest wage rate in the bargaining unit. The Union propose to raise this to the Housekeeping Aide II level which would have paid $9.58 at maximum had it been in effect for 2000. CNA's earn $9.90. While the Employer is correct that the position has education requirements and job responsibilities less difficult than those of a Housekeeping Aide II, the Union's proposal is closer to appropriate for this classification.

The parties also disagree with respect to the Patient Environmental Assistant. This position has existed for over ten years. The purpose of the position was to evaluate people with learning disabilities. The tasks involved are routine such as putting away patient laundry. The qualifications include a 10^{th} grade education, minimum age 16 and ability to pass an appropriate physical examination. The Union proposes to raise the wage rate to that of an entry level position. There is no evidence that this position has ever been used to undermine the bargaining unit. The nature of underrated positions is to assist the employer in its public policy function under the public interest criteria in helping disadvantaged people come into the work force. It benefits both unit employees and the employer by having simple tasks done by others and reduces costs. In the current context of a potential shortage of CNA's it gives the parties a new source of potential candidate. Finally, the low wage rate should be self-correcting in that there would be shortage of applicants if the position is used to hire over-qualified employees. The Employer's offer is preferred on this position.

I do not address the relief baker position as it involves only one person. The Employer also proposes to create a Transportation Supply Worker II position to distinguish between Transportation Supply Workers who have a CDL and those who do not. Employees who

transport residents are required to have a CDL. In addition to taking the test, they are subject to Department of Transportation rules, including submitting to random drug tests. The Employer proposes a wage differential of about 32 cents. The Union's position that there is no distinction between job duties is without merit. In any event, where the Employer requires additional qualifications, the criteria support appropriate pay. The Employer's positions is supported on the Transportation Supply Worker II

Retroactivity

The Employer proposes to limit retroactivity to employees who are employed on the date the agreement is signed. Contrary to the Union's view, this is not an unusual provision in private sector negotiations. It is particularly useful where are limited funds available and the parties desire to maximize the benefit for continuing employees. The Employer's offer is more consistent with the statutory criteria.

Payday

The Employer proposes to convert the current manual pay check delivery system to direct deposit. This results in a savings for the Employer, and is likely to be convenient for some bargaining unit members. The difficulty stated by the Union is that some employees do not have checking accounts or other easy ways to receive pay. The receipt of pay earned is a vital interest to employees and a change in payment provisions should be accomplished by mutual agreement which should not be unreasonably withheld by the Union. I agree with the Union that there are some people who would have difficulty receiving pay. Under those circumstances, the Employer has not shown that its proposal is needed.

Weekend Shift Differential

The Employer proposes to shift the Sunday weekend shift differential to Friday. The Employer's reason for this is that there is a lot of absenteeism on Friday and there is not a lot on Sunday. A party proposing to change a contract provision must show that there are changed circumstances and that its proposal appropriately addresses them. The Employer has shown that there is absenteeism. It appears that this will not affect employees who work weekends. The Employer's proposal addresses a problem which needs correction. It appears that it is at least worth a try.

Summary

I find that the Union's offer is to be preferred with respect to wages and health insurance. These issues far outweigh the other wage and benefit issues. The Employer is financially unable to meet the offer of the Union because Marathon County is not providing an adequate subsidy to pay off deficits. I am satisfied that for the purposes of this arbitration Marathon County is a joint employer with the Employer and I am satisfied based on the available evidence

that Marathon County does not have the financial ability during this contract to pay a greater subsidy. Under these circumstances, the Employer's offer is to be adopted.

AWARD

That the final offer of the Employer be adopted.

Dated at Milwaukee, Wisconsin, this 30th day of October, 2002

_____

Stanley H. Michelstetter II

Appendix A

2000 Wage Comparisons	CNA Min.	Max.	5yr	years to max	CNA Increase 2001
private					
Colonial Manor	$8.94	$9.01		6 months	5.5%
Homme Home Nursing Home 7/3	$8.25	$10.06	unavailable	20 years	4.3% lift
Kennedy Park Nursing Home	$8.65	$8.90		3 mnths	2.2%
Marywood Convalescent Center	$8.76	$9.96		6 years	5.02% lift
Wausau Manor Nursing Home	$9.25	$9.50		merit no limit	2.6%
average	$8.77	$9.49			3.9% lift
NCHF	$8.02	$9.90		36 months	
public					
Lincoln County (Pinecrest)	$8.00	$10.58	unavailable	25 years	4.70%
Langlade County (East View)	$8.57	$8.76		6 months	5.70%
Portage	$10.33	$10.33		36 months	3.20%
Clark	$7.52	$9.94		60 months	3% and 9.5%
Wood	$8.60	$9.99	$9.28	15 years	2.70%
Waupaca	$10.13	$10.31		6 months	3%
Shawarno	$8.76	$9.79		12 months	3%
average	$8.84	$9.96			
NCHF	$8.02	$9.90		36 months	
				1. reclassification and wage increse	

	Laundry Worker			
private				
Colonial Manor	$8.28	$8.41		
Homme Home Nursing Home 7/3	$7.16	$8.03		
Kennedy Park Nursing Home	$7.64	$7.89		
Marywood Convalescent Center	$7.64	$8.79		
Wausau Manor Nursing Home	$7.00	$7.00		
average	$7.54	$8.02		
NCHF	$8.04	$9.85	Laundry Wkr. III	
	$7.91	$9.57	Laundry Wkr. II	
	$7.13	$8.90	Laundry Wkr. I	
public				
Lincoln County (Pinecrest)	$7.27	$9.73		
Langlade County (East View)	$8.14	$8.32		
Portage	none	none		
Clark	$7.02	$9.48		
Wood	$7.38	$9.07		
Waupaca	$9.78	$9.95	$9.28	(five year rate)
Shawarno	$7.62	$9.52		
average	$8.06	$9.56		
NCHF	$8.04	$9.85	Laundry Wkr. III	
	$7.91	$9.57	Laundry Wkr. II	
	$7.13	$8.90	Laundry Wkr. I	

	Housekeeping		
private	min.	max.	
Colonial Manor	$8.28	$8.41	
Homme Home Nursing Home 7/3	$7.16	$8.03	
Kennedy Park Nursing Home	$7.64	$7.89	
Marywood Convalescent Center	$7.64	$8.79	
Wausau Manor Nursing Home	$7.00	$7.00	

average	$7.54	$8.02	
NCHF	$7.13	$8.90	Housekeeping I
	$7.91	$9.58	Housekeeping II

public		
Lincoln County (Pinecrest)	$7.27	$9.73
Langlade County (East View)	$8.14	$8.32
Portage	$9.95	$9.95
Clark	$7.02	$9.48
Wood	$7.38	$9.07
Waupaca	$9.78	$9.95
Shawarno	$7.62	$9.52
average	$8.17	$9.43
NCHF	$7.13	$8.90 Housekeeping I
	$7.91	$9.58 Housekeeping II

	Food	
Colonial Manor	n/a	n/a
Homme Home Nursing Home 7/3	$8.69	$10.32
Kennedy Park Nursing Home	$7.83	$8.10
Marywood Convalescent Center	$8.50	$9.68
Wausau Manor Nursing Home	$7.00	$7.00
average	$8.01	$8.78
NCHF	$8.74	$10.15

public		
Lincoln County (Pinecrest)	$7.67	$10.12
Langlade County (East View)	$8.76	$8.93
Portage	$9.95	$9.95
Clark	$7.02	$9.48
Wood	$7.38	$9.07
Waupaca	$9.78	$9.95
Shawarno	$7.62	$9.52
average	$8.31	$9.57
NCHF	$8.74	$10.15

	MAINTENANCE		
	Min.	Max.	
Colonial Manor	$8.28	$8.41	
Homme Home Nursing Home 7/3	$8.10	$9.55	
Kennedy Park Nursing Home	$9.67	$9.92	
Marywood Convalescent Center	$9.05	$10.24	
Wausau Manor Nursing Home	$9.25	$9.25	
average	$8.87	$9.47	
NCHF	$10.99	$13.48	Bld. Mt.Wkr V
	$8.68	$10.53	Bld. Mt.Wkr III
	$7.91	$9.69	Bld. Mt.Wkr I

Lincoln County (Pinecrest)	$7.52	$9.77
Langlade County (East View)	$9.00	$9.18
Portage	$15.29	$15.29
Clark	$9.02	$12.04
Wood	$8.59	$11.22

Waupaca	n/a	n/a				
Shawarno	$8.53	$10.66				
average	$9.65	$11.35				
NCHF	$10.99	$13.48	Bld. Mt.Wkr V			
	$8.68	$10.53	Bld. Mt.Wkr III			
	$7.91	$9.69	Bld. Mt.Wkr I			
WAGE RATE INCREASE	2001	2002	Maintenance	Housekeeper	Cook	
private						
Colonial Manor			3.90%	3.90%	3.70%	
Homme Home Nursing Home 7/3			3.50%	3.50%	3.50%	
Kennedy Park Nursing Home						
Marywood Convalescent Center			6%	6.20%	6.10%	
Wausau Manor Nursing Home						
average						
NCHF						
public						
Lincoln County (Pinecrest)						
Langlade County (East View)			3.60%	4.00%	3.70%	
Portage						
Clark				6.10%	6.10%	
Wood						
Waupaca						
Shawarno						
average						
NCHF						

1. reclassification, change in range July 1, 2001