BEFORE THE ARBITRATOR

In the Matter of the Arbitration of an Impasse Between PRICE COUNTY and PRICE COUNTY PROFESSIONALS, LOCAL 2656-A	Case 82 No. 60875 INT/ARB-9545 Dec. No. 30556-A

Appearances:

Steve Hartmann, Representative, for the Union.

Slaby, Deda, Marshall & Reinhard, Attorneys at Law, by David Deda, for the Municipal Employer.

ARBITRATION AWARD

The above-captioned parties selected, and the Wisconsin Employment Relations Commission appointed (Case 82, No. 60875, INT/ARB-9545, Dec. No. 30556-A, April 1, 2003) the undersigned Arbitrator to issue a final and binding Award pursuant to Section 111.70(4)(cm) 6 and 7 of the Municipal Employment Relations Act resolving an impasse between those parties by selecting either the total final offer of the County or the total final offer of the Union.

A hearing was held in Phillips, Wisconsin, on August 22, 2003. No transcript was made. Final briefs were exchanged on November 18, 2003.

The collective bargaining unit covered in this proceeding consists of certain professional employees of the County classified as Social Workers, Nurses, Foresters, and Family Skills Worker. The parties are seeking an agreement for 2002, 2003, and 2004.

The only matter at impasse is the wages to be paid to Social Workers. At the time of the hearing there were 13 such employees.

During 1999-2001 the employees in this bargaining unit were represented by a different Union. The present union was certified as the bargaining agent in May 2001. The wage schedule in the labor agreement then in effect specified a starting rate with three length-of-service increments and raises on January 1 of 1999, 2000, and 2001. It also classified the employees in I, II and III levels, which allowed for additional compensation increases during its term. Now, the parties have agreed to restructuring the wage schedule to an "in-line" format with no sub-classes.

The Union's offer specifies three January 1 increases of 3% and three July 1 increases of 1.4%, .8% and .5%, respectively. This proposal includes a starting rate and 7 length-of-service increments, beginning at 6 months of service and ending at 72 months.

The County's offer specifies three January 1 increases of 3.6%, 3% and 3%, respectively. It also provides seven length-of-service increments, but they begin at one year and end at 84 months.

During June 2000, Arbitrator Gil Vernon issued an Award to the County and Local 1405, AFSCME, resolving an impasse covering the Highway Department bargaining unit (Case 67, No. 57236, INT/ARB-8696). In that Award Arbitrator Vernon described the parties' positions on comparison to other counties as follows:

> The Union next addresses the external comparables which they note are to be considered as part of criterion 7R(d) (of the Municipal Employment Relations Act). The Union asks the Arbitrator to consider counties contiguous to Price. More specifically they suggest that the comparability issue relates to whether or not Lincoln, Iron, and Oneida Counties are to be included for arbitral consideration.
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> The County believes that the internal comparable should control. However, if a decision is made in regard to external comparables, Price County believes the appropriate comparables are contiguous counties of similar size. The contiguous counties and the population for those counties that Price County believes are most appropriate as comparable are as follows: Ashland, Price, Rusk, Sawyer, Taylor and Vilas. The County argues that the other contiguous counties of Iron, Lincoln and Oneida should not be used because they are either significantly larger or smaller in terms of population. Moreover, Lincoln and Oneida are dominated by much larger cities. The six other counties are adequate and appropriate for comparison purposes.

Clearly, these summaries of the parties' contentions did not include any conclusions by Arbitrator Vernon. Indeed, near the end of his analysis he stated, ". . . the Arbitrator notes he doesn't need to resolve the issue of which employers are comparable . . .." He found that, "The internal comparables in and of themselves justify rejection of the Employer offer based on equity considerations."

The undersigned Arbitrator, on the other hand, would consider the settlements covering comparable employees in contiguous counties, which are Oneida, Lincoln, Ashland, Iron, Taylor, Rusk, Sawyer, and Vilas; as well as the "internal" comparables. These Counties seem to comprise a likely labor-market for the employees in issue and the presence of larger cities in some of these counties does not suggest that they are outside of that labor-market.

It is also the case that the Employer is more-or-less typical of these contiguous counties in terms of per capita income, family and household income, per capita property value and unemployment rate. As the County emphasizes, its tax rate is above average among these counties. However, the relation between this fact and the Social Worker wage rates is not clear, particularly given that all funding of these positions is not from this revenue source.

Comparing the wages of the employees in issue to their counterparts in the contiguous counties is challenging for a number of reasons, including varying wage structures and classes, and settlements covering different terms. The Arbitrator concludes, however, that the Union offer compares better in that it more closely adheres to the mid-range of these Municipal Employers, and also maintains the county's ranking among them.

As to "internal" comparables, which the County emphasizes as the most material comparison, it is evident that the County's offer is patterned to be consistent with its settlements with other bargaining units and its unrepresented employees. On the other hand, the Union's offer is designed to address the above-discussed labor market factors, which pertain to recruitment and retention; as well as general equity, and to respond to the schedule's restructuring.

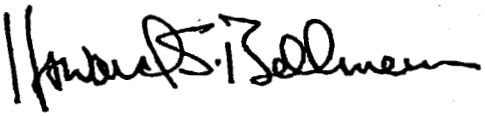
In the Arbitrator's view, the Union's relatively complex offer must be compared not only to the wage schedules in the other settlements by the County, but also to other compensation adjustments in those other units that are not specified in those wage schedules. Thus, where classes of employees were reallocated within those other schedules by one means or another, the County agreed to increases not obvious from the schedules alone. Inasmuch as this is the case, the Union's offer is not so much of a departure from internal patterns and the County's offer is not so consistent with such patterns.

It is also the judgment of the undersigned that while there are some other differences between the parties' offers, those discussed above should be determinative.

AWARD

On the basis of the foregoing, and the record as a whole, it is the decision and Award of the undersigned Arbitrator that the final offer of the Union should be, and hereby is, selected.

Signed at Madison, Wisconsin, this 29th day of December, 2003.



Howard S. Bellman
Arbitrator