

In the Matter of an Interest
Arbitration Between:

WOOD COUNTY (COURTHOUSE)
and
WOOD COUNTY COURTHOUSE, SOCIAL SERVICES,
AND UNIFIED SERVICES EMPLOYEES UNION
LOCAL 2486, AFSCME, AFL-CIO

Case 154
No. 62010
INT/ARB-9857
Dec. No.31306-B

APPEARANCES:

Mr. Houston Parrish and Mr. Michael J. Wilson, Staff Representatives, Wisconsin Council 40, AFSCME, AFL-CIO, appearing on behalf of the Union

Ruder Ware, by Mr. Dean R. Dietrich, appearing on behalf of the County

ARBITRATION AWARD

Local 2486, AFSCME, AFL-CIO, and Wood County reached impasse in their collective bargaining over wage/salary adjustments for the Social Worker II, III, IV and V classifications as well as the Conservation Program Coordinator classification for the 2003 – 2004 contract. These adjustments were not dealt with as a part of an earlier Consent Award I issued on November 14, 2005 involving this and other County/AFSCME bargaining units, which is set out below under the heading Background. Subsequent to issuance of my Consent Award, the Union advised the County and myself that it wished to proceed to hearing on the wage/salary adjustments for the Social Worker classifications identified above and the Conservation Program Coordinator classification. A hearing in the matter was held on April 4, 2006 in Wisconsin Rapids, Wisconsin and the parties filed post-hearing briefs the last of which was received on May 29, 2006.

BACKGROUND:

The undersigned was initially selected to hear and resolve the parties' bargaining impasse in the Highway Department bargaining unit. Hearings were held on June 21, 2005, July 1, 2005 and July 12, 2005 in Wisconsin Rapids, Wisconsin. During the course of those hearings the undersigned engaged in mediation of the dispute and while doing so the parties entered into a voluntary impasse resolution procedure wherein they agreed to have the undersigned appointed by the Commission as arbitrator for four other bargaining units represented by AFSCME including the subject bargaining unit. While mediating their dispute the undersigned made a mediator's proposal to resolve most of the matters over which the parties had impassed and thereafter, with the consent of the parties, on November 14, 2005 issued a Consent Award resolving all issues in dispute, except for wage/salary adjustments to the classifications of Social Worker II, III, IV and V as well as the Conservation Program Coordinator classification. That Consent Award is set out below:

**"ALL WOOD COUNTY EMPLOYEES IN
LOCALS 344, 2486 and 1751**

1. Effective 1/1/03 a 3% ATB wage increase to all classifications
2. Effective 1/1/04 a 3% ATB wage increase to all classifications
3. Effective 1/1/05 a 3% ATB wage increase to all classifications
4. Effective 1/1/06 a 3% ATB wage increase to all classifications
5. Effective 12/1/05 amend the language of Article 15 of the collective bargaining agreement to provide that the County will pay, commencing for the month of January 2006, 90% of the single, single plus one, and family premium of the Extended, Extended Plus and Standard Preferred Provider health insurance plans or the same percentages as paid by the County for nonrepresented employees, whichever is less for regular full-time employees. Part time employees shall receive a pro rata amount paid by the employer as is currently done (Three quarter time = 75%; part time = 50%).
6. Revise, Effective 1/1/06, Article 15, Section 15.01 of the parties' collective bargaining agreement to eliminate the current Wood County Indemnity Health Insurance Plan and replace it with the Wood County Extended Preferred

Provider Plan, the Extended Plus Preferred Provider Plan and the Wood County Standard Preferred Provider Plan. Also, the County agrees to include language in Article 15.01 that guarantees that the Marshfield Clinic and St Joseph's Hospital will be available as in network providers in the Wood County Extended Preferred Provider Plan as well as in the Extended Plus Preferred Provider Plan.

7. Effective 12/1/05 a 1.5% ATB increase to all classifications as a quid pro quo for the changes in Article 15, Health Insurance, from the current indemnity health insurance plan to the Extended, Extended Plus and Standard Preferred Provider health insurance plans and the County paying 90% of the of the single, single plus one, and family premiums.
8. Contract duration: 1/1/03 through 12/31/06

EXTENDED PLUS PPO

In addition to the Standard PPO and the Extended PPO plans, the Extended Plus Preferred Provider Plan is also part of the collective bargaining agreement for all AFSCME units. The Extended Plus is the same as the Extended Plan (see chart explaining that plan) with the following modifications:

1. \$300/\$900 (single/family) in network cap on out of pocket expenses
2. \$1,000/\$3,000 (single/family) out of network cap on out of pocket expenses
3. \$500 per person cap on prescription drugs

The co-pays for services are not applied to the out of pocket caps. However, deductibles and the employee's 10% coinsurance expenses apply to the in network out of pocket maximum.

There are no UCR charges in network so they are not an issue. Out of network UCR charges do not apply to out of pocket maximum.

MEMORANDUM OF AGREEMENT

IT IS HEREBY AGREED by and between Wood County and Wood County Highway Employees Union Local 344, Wood County Parks Employees Union 344, Wood County Courthouse Non-Professional Employees Union Local 2486, and Norwood Health Care Center Employees Union 1751 that the following shall constitute the agreement between the County and the respective Unions regarding the procedures to be followed in the event an employee covered by this Agreement loses his/her commercial driver's license and is therefore ineligible to perform the duties of the position held by the employee, as follows:

1. That this Memorandum of Agreement applies to the Highway Department employees, the Park Department employees, the bus drivers in the Aging Department, and the vehicle drivers at Norwood Health Care Center.
2. That in the event an employee covered by this Memorandum of Agreement and whose employment requires a commercial driver's license, loses his/her commercial driver's license and is not able to perform all of the duties of the position held by the employee, the County agrees to assign the employee to any vacant position in the county, and the employee will be paid at the wage rate for that position, provided the employee is qualified to perform the work of the position.

In the event there is no vacant position that the employee is qualified to fill on a temporary basis, the County will assign the employee to any available productive work in the employee's department at the appropriate wage rate for the work being assigned, and the County will assign at least four (4) weeks of productive work to the employee effective as of the date the employee loses his/her commercial driver's license. The employee will be eligible for three (3) months of health insurance benefits at the then County and employee premium contributions, as of the date the employee loses his/her commercial driver's license.

The employee is not entitled to seniority privileges over Union members of other bargaining units in order to fill any vacancy. The employee is only entitled to such a vacancy outside of his/her unit in the event the vacancy is not filled through the internal posting procedures. However, the employee may be eligible to temporarily perform the duties of the vacancy during the posting process under the available productive work provision of this agreement if the employee is qualified to perform such work.

3. That in the event there is no productive work available in the department after performing four (4) weeks of productive work, the employee will be subject to layoff without following the seniority provisions in the applicable Labor Agreement.
4. That the County decision regarding the availability of productive work for assignment to the employee shall be reasonable under the circumstances. In the event there is a dispute regarding the availability of productive work, the parties agree that the dispute will be submitted to an expedited grievance arbitration process with the sole issue being whether or not there is available productive work that may be performed by the employee. A grievance regarding the decision on availability of productive work shall be filed within five (5) work days of the notification by the County of the lack of available productive work. The County and the respective Union will follow the applicable contract language for the selection of an arbitrator and shall schedule a hearing on the matter within ten (10) work days of the filing of the grievance. The arbitrator shall conduct a hearing on the

grievance as soon as mutually agreeable, but not more than ten (10) work days after the arbitrator is selected. The arbitrator shall render a decision within three (3) work days after the date of the hearing. The parties shall have the right to present evidence and argument to the arbitrator at the hearing, but no post-hearing briefs will be submitted. The arbitrator shall issue a summary decision with a brief explanation of the rationale for the decision.

5. That the County will have the right to hire temporary employees to perform the necessary work of the employee where a commercial driver's license is required and no other department employee is able to perform the available work.
6. That at the time the employee regains the use of his/her commercial driver's license, the employee shall be reinstated to his/her former position, provided the employee is able to perform all of the requirements of the position.
7. That this provision shall only be applicable to one employee in each County department at any period of time. In the event there is more than one employee in the department that would be entitled to the procedures contained in this Agreement, the employee with the most seniority shall be the employee eligible for coverage under this Memorandum of Agreement.
8. That in the event the employee loses his/her commercial driver's license for a period greater than one (1) year, but does not have a permanent loss of the commercial driver's license, the employee shall be placed on layoff status and shall be subject to recall rights under the applicable provisions of the Labor Agreement when the employee's commercial driver's license is reinstated.
9. That the provisions of this Memorandum of Agreement shall only be applicable to an employee on a one-time basis. In the event an employee loses his/her commercial driver's license a second time, the provisions of this Memorandum shall not be applicable to the employee.
10. That this Memorandum of Agreement shall be applicable for the duration of the current Labor Agreement between the County and the respective Local Unions and shall be subject to renewal by agreement of the parties.

Dated this ___ day of October, 2005.

WOOD COUNTY HIGHWAY EMPLOYEES
UNION LOCAL 344

WOOD COUNTY

By: _____

By: _____

WOOD COUNTY PARKS EMPLOYEES
UNION 344

By: _____

WOOD COUNTY COURTHOUSE
NON-PROFESSIONAL EMPLOYEES
UNION LOCAL 2486

By: _____

NORWOOD HEALTH CARE CENTER
EMPLOYEES UNION 1751

By: _____

AGREEMENTS THAT PERTAIN TO HIGHWAY, LOCAL 344

(**Bold** indicates new language in the contract. “* * *” indicates that the preceding contract language still exists, it just hasn’t been copied here. “abede” indicates language to be deleted.)

Renewal of the “Four (4) Day Scheduling” Side letter.

Section 14.01 Leave:

In the event of the death of a grandparent(s)-in-law, **or step grandparents**, an absence of one (1) work day will be allowed without loss of pay to attend the funeral and make other arrangements.

Section 16.08 Vacation Donation: (Add this subsection)

Employees shall be allowed to donate some or all of their vacation to an employee who has no remaining sick leave, for the purpose of that employee=s continuing to receive wages while unable to return to work due to their medical condition. Donated sick leave shall be paid out at the rate of pay received by the employee in their most recent posted position and shall be used for consecutive work days after the employee exhausts existing available paid leave.

Article 20 - Worker's Compensation:

An employee injured on the job shall be allowed to use sick leave for the first three (3) days of absence. In the event the employee is off longer than three (3) days and is reimbursed by Worker's Compensation, the employee shall repay the County for the first days, if he/she received the pay for those days, and the days used under sick leave shall be re-credited to his/her sick leave account. All time spent on worker=s compensation leave shall count toward the accrual of vacation, holidays, retirement contributions and sick leave.

Article 22 - Miscellaneous

Section 22.05 Tool Allowance Employees who are classified in the positions of blacksmith and mechanic shall be reimbursed an annual tool allowance of ~~one hundred seventy-five dollars \$175~~ **two hundred dollars (\$200.00), effective January 1, 2004 two hundred twenty-five dollars (\$225.00). The employees shall purchase their own tools and file the receipts with the Employer on or before the 5th of any month to be eligible for reimbursement that month.**

AGREEMENTS THAT PERTAIN TO PARKS, LOCAL 344

(Bold indicates new language in the contract. “* * *” indicates that the preceding contract language still exists, it just hasn’t been copied here. “abede” indicates language to be deleted.)

Article 12 – Sick Leave

12.09 An employee with at least fifteen (15) years of consecutive employment with Wood County, who becomes eligible for Wisconsin Retirement Fund benefits, and who applies for Wisconsin Retirement Fund benefits within thirty (30) days of the last day he/she actually reported to work, shall be allowed to use ~~up to fifty percent~~

~~(50%)~~ of 100 days of accumulated sick leave at the rate in effect at the time of retirement, for purchase of health insurance.

~~Effective January 1, 1998, the sick leave payout shall be increased to sixty percent (60%); effective January 1, 1999, the sick leave payout shall be increased to seventy percent (70%); and effective January 1, 2000, the sick leave payout shall be increased to eighty percent (80%).~~

Increase wage rate for Equipment & Maintenance /Technician Repair by \$.25 per hour before general wage increase.

AGREEMENTS THAT PERTAIN TO COURTHOUSE EMPLOYEES, LOCAL 2486 (NONPROFESSIONALS)

(**Bold** indicates new language in the contract. “* * *” indicates that the preceding contract language still exists; it just hasn’t been copied here. “~~abede~~” indicates language to be deleted.)

10.03 Vacations:

* * * such vacation credit shall be paid in a proportionate ratio of number of months from the employee=s anniversary date to the date of termination, times a full year=s allotment [(mo/yr) X (1 yr vacation allotment)]. Partial months shall be prorated on the basis of days employed divided by days of the month.

11.06 Medical Appointments:

* * * ~~Effective January 1, 2000~~ **upon execution of this Agreement**, employees may use up to three (3) sick days per calendar year **in one (1) hour increments** for medical and dental appointments involving his/her spouse, minor children or parents residing with the employee or in a medical or long-term treatment facility. ~~These days may be used in full or half day increments.~~

16.05 Maintenance Department Employees Call-In:

When a Maintenance Department employee is called to work during the employee’s off duty time without being given an option as to whether the employee wishes to work, the employee shall be paid two (2) hours at the employee’s regular rate of pay or pay at time and one-half (1½) for hours worked, whichever is greater. Off-duty time is defined as time when the employee is not actually scheduled to be on duty but is called to duty at a time other than the employee’s regular duty schedule. Where offers of work involving premium pay are made

to Maintenance Department employees, such offers shall be rotated as equally as possible.

SCHEDULE A

Effective December 19, 2004 the following wage lifts shall be applied prior to any general wage increase:

Dispatcher (Communications Officer)/Corrections Officers \$1.25 per hour

Dispatcher (Communications Officer)/Corrections Lead \$1.25 per hour

AGREEMENTS THAT PERTAIN TO COURTHOUSE EMPLOYEES LOCAL 2486 (PROFESSIONALS)

10.03 Vacations:

* * * such vacation credit shall be paid in a proportionate ratio of number of months from the employee=s anniversary date to the date of termination, times a full year=s allotment [(mo/yr) X (1 yr vacation allotment)]. Partial months shall be prorated on the basis of days employed divided by days of the month.

11.06 Medical Appointments:

* * * ~~Effective January 1, 2000~~ **upon execution of this Agreement,** employees may use up to three (3) sick days per calendar year in **one (1) hour increments** for medical and dental appointments involving his/her spouse, minor children or parents residing with the employee or in a medical or long-term treatment facility. ~~These days may be used in full or half day increments.~~

SCHEDULE A

Increase the Unified Services CSP Nurse by \$1.50 per hour prior to the general wage increase on January 1, 2004. Salary for employees A. Johnson and Trickle will be revised by incorporating a \$.31 per hour increase prior to the general wage increase on January 1, 2004."

Left unresolved by the above Consent Award was the issue of the Union's proposed wage adjustments for the Social Worker Classifications enumerated above and the Conservation Program Coordinator classification. The County's final offer that it had submitted on January 19, 2004, did not provide for any adjustments, other than across the board wage increases proposed for 2003 and 2004, to the wage rates for the Social Worker II, III, IV, and V classifications or the Conservation Program Coordinator classification. The Union's final offer proposed the following adjustments for those classifications:

"Effective on the indicated date the following wage lifts shall be applied prior to any general wage increase:

Conservation Program Coordinator	1/1/03 \$0.15 per hour, 1/1/04 \$0.15 per hour
Social Worker II	1/1/03 \$0.10 per hour, 1/1/04 \$0.10 per hour
Social Worker III, IV, & V	1/1/03 \$0.35 per hour, 1/1/04 \$0.25 per hour"

The Union had also sought wage adjustments for the 2 Watershed Technicians (Johnson and Trickle) and the Unified Services CSP Nurse classification and those adjustments were granted as a part of the undersigned's Consent Award.

DISCUSSION:

The arbitrator is constrained to apply the following statutory criteria established for the evaluation of the parties' final offers in deciding which offer to select.

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

e. Comparison of the 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 the 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 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 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.

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 arguments in support of its final offer can be summarized as follows:

1. The wage disparities using the ten surrounding counties at the pay range maximums for Social Workers show the County is far behind the other counties.
2. While the Social worker pay at the classification minimums does not lag as much as at the maximums, it also takes much longer to reach maximum pay in Wood County than in the comparable counties.
3. Significantly the wage lifts requested by the Union are quite modest.
4. The County cannot credibly argue that the job descriptions have to be dissected in order to ascertain what service is attached to each job because, regardless of skill or duties, Wood County underpays its employees.
5. The Conservation Program Coordinator position is rare and the Union has offered Marinette and Sawyer County comparables whereas the County offered none. The lowest paid County Social Worker minimum pay is more, the two other positions in the

Land Conservation Department are paid more, and the non-professional manual labor positions in the County are paid significantly more.

6. The wage lifts are necessary “catch-up” adjustments needed to bring the employees closer to the mean and the need to address catch-up is a well established principle in interest arbitration.

7. Wood County granted greater wage lifts to other employees as is shown in the Consent Award. The financial impact of the \$1.25/hour increase for Dispatchers is approximately \$80, 600 per year, whereas the Social Worker wage adjustments proposed will have financial impact of \$49,000 per year.

8. The County’s voluntary agreement argument is tenuous at best and also circular.

9. The County has not attempted to put its turnover rate of 60 social workers into context, and turnover is only a supporting argument and neither makes or breaks a “catch-up” case.

10. A quid pro quo may be required when a party requests a contractual benefit that equity does not demand, however, in this case as has been shown, because the County underpays its Social Workers, no quid pro quo is necessary.

11. The County is not arguing inability to pay, and the facts are that other counties with much smaller populations, with no major urban areas, and much smaller equalized valuations still pay their social workers much more than Wood County does.

The County’s arguments in support of it position why the classification adjustments proposed by the Union are not warranted can be summarized as follows:

1. The arbitrator must look at the totality of the proceeding and recognize that the Union’s final offer is not justified under the totality of the final offers

2. The Union has not met its burden of justifying movement away from the status quo, and has not proposed a quid pro quo for the adjustments it seeks.

3. The Union’s proposed wage adjustments for Social Workers are not justified based upon the fact that wages have been voluntarily negotiated in the past, there is no evidence of and the Union has not argued there are turnover or retention problems, and the County and the Union have made efforts to improve Social Worker wages in the past. Furthermore, the salary schedule is beneficial to employees.

4. The evidence does not support the wage adjustment for Conservation Program Coordinator, and the Union's arguments in favor of the adjustment are irrelevant.
5. The County's financial situation dictates selection of the County's final offer.
6. Local economic conditions provide further support for the County's final offer.
7. The total cost of the Union's final offer and the voluntary agreement of all other AFSCME bargaining units to the Consent Award should be given significant weight by the arbitrator.

The first issue to be resolved is the matter of what are the appropriate external comparables to be examined in conjunction with determining which final offer to select. The parties are in agreement that the counties geographically contiguous to Wood County, with the exception of Marathon County to which the Employer objects, are appropriate external comparables in this case. Those counties are Adams, Clark, Jackson, Juneau, and Portage. The County also argues arbitral precedent supports the inclusion of those counties that are geographically proximate, similar in size and character. When it applies those criteria to surrounding counties, the County would also add to those counties that are geographically contiguous to Wood County, Chippewa, and Waupaca counties. The Union has also included in its list of additional counties that are not geographically contiguous, as it says "to show that the Union does not rely on a few select comparables" Chippewa, Eau Claire, LaCrosse, and Waupaca. Thus, the counties the parties are not in agreement about are Eau Claire, LaCrosse, and Marathon, all counties having a large city as its county seat.

The County also argues that the arbitrator should not establish a precedent setting definitive external comparable pool in this interest arbitration, which is limited to wage adjustments for only a few classifications. It notes that in the case of the Conservation Program Coordinator classification very few counties have such a comparable position, the Union was only able to find two such counties, and they are not counties that it included in the comparables it used for the Social Worker classifications. Thus, according to the County, there are two separate comparable pools being used in this arbitration. The County argues that, therefore, the arbitrator should leave the decision regarding the appropriate external comparable pool for this bargaining unit to a later arbitration proceeding when "issues affecting the entire bargaining unit will be decided".

This arbitration is limited to the question of proposed classification wage adjustments for five classifications. In this circumstance, the County's arguments against establishing a precedent setting comparable pool is persuasive and, furthermore, the Union, in its reply brief, does not take issue with this argument of the County. Therefore, my discussion in this award concerning external comparables in analyzing the Union's proposed classification wage adjustments is not done so with the intent of establishing a precedent as to the appropriate comparable pool for use in future arbitration cases involving this bargaining unit. That question is left for another proceeding.

Turning to the merits of the Union's proposed increases, the County does not argue an inability to pay, but rather asserts that the County is experiencing difficult economic times because its paper industry is experiencing cutbacks in employment in order to reduce their fixed costs because of a struggling paper market. Thus, it argues local economic conditions support its decision not to propose adjustments for the Social Worker and Conservation Program Coordinator classifications in 2003 or 2004. Additionally, the County adduced evidence showing that it had to reduce agency budget requests and that the Union's proposed adjustments for 2003 and 2004 would cost the County an additional \$35,702 in 2003 and \$26, 218 in 2004. The County argues that, therefore, the proposed adjustments will place additional strains on an already strained budget. However, as the Union argues, its proposed increases represent only .0007 % of the County's 2004 \$87,000,000 annual budget coupled with the fact that it was able to offer significantly larger wage lifts to Dispatchers in the Sheriff's Department (\$1.25/hr.), and has implemented a .5% county sales tax in 2004 raising an additional 3.64 million dollars in 2004.

There is no record evidence to establish that the County is somehow precluded from granting the classification wage adjustments the Union has proposed. Also, the County's argument is further undercut by virtue of the fact that it already has granted adjustments in other classifications over and above the across the board increases to all bargaining unit members. The undersigned's interpretation of this argument is that the County is contending that its financial situation is distressed and that the Union's final offer for these adjustments is the proverbial straw that breaks the camel's back placing unjustifiable strain on County finances. However, the degree of strain/distress is not

measurable, and the cost of the proposed adjustments, as noted above, is so insignificant vis-a-vis the County's total budget and financial picture as to render the argument unpersuasive.

The County has also argued that the Union's final offer pertaining to the classification wage adjustments is not warranted when examined in the context of the totality of the parties' final offers which include changes in health insurance and significant wage increases. It also argues that these classification adjustments amounted to a "reach" in the Union's final offer package and so the undersigned should not look at them in the vacuum of the Union's final offer. It is the case that many issues were addressed in the Consent Award including health insurance changes, across the board wage increases through 2006 as well as adjustments for other classifications. But, the parties did not agree to adjustments for the Social Worker and Conservation Program Coordinator classifications. Whether these adjustments in the Union's final offer constituted a "reach" can be debated, but "reaches" are not uncommon in collective bargaining and many times, the last minute "reach" is successful/granted. However, assessing whether the inclusion of a particular item in a final offer is a "reach", in the undersigned's opinion, is not relevant or fall within the statutory criteria to be applied to determining which final offer to select.

The County has also argued that the Union's final offer is not justified based upon turnover/retention of employees, that the wage rates for these classifications have been voluntarily negotiated in many prior bargains, and that the Union has not offered a quid pro quo for moving away from the status quo or otherwise established a need for the proposed increases. Also, the County asserts it has in past negotiations sought to increase the Social Worker classifications wage rates. The County has also argued that an examination of the numerous job descriptions from the proposed comparables shows them to all be different in terms of training, and education and experience requirements such that there is no clear apples to apples comparison. Thus, the County believes these comparisons cannot be used to justify the adjustments sought by the Union.

The undersigned disagrees with these County assertions. While it is true that it is difficult to conclude from a comparison of job descriptions with the same title that the positions have the same duties and levels of responsibilities, looking at classification titles, general duties and responsibilities, and degree requirements is an acceptable method of

concluding the classifications are sufficiently similar so as to be able to be utilized in a comparison of wage rates. While apparently it is also the case that these parties have been able to voluntarily resolve their contracts without resort to arbitration that it is not a persuasive basis for concluding that therefore the wage rates need not be adjusted and should not be done so involuntarily. However, many reasons can explain why the prior agreements were resolved without resort to arbitration to adjust Social Worker and Conservation Program Coordinator wage rates and it is not necessarily because both parties agreed the wage rates were appropriate. As the Union has argued, many factors enter into both parties' deliberations as to their primary priorities in each bargain. The Union's bargaining committee, not unlike the County's, determines/ranks needs/requests in relation to one another and pursues some more vigorously than others and drops some during the course of the bargain. Both sides understand that all needs/requests are not achievable in any one bargain – it may take several bargains to achieve them, if they are achieved at all. The mere fact that the Union has chosen in earlier bargains not to pursue to arbitration wage rates that it continues to believe are in need of catch-up increases does not diminish its claim that adjustments are warranted at this time.

While the County argues that turnover and retention rates among Social Workers does not show a need to adjust wages, the undersigned would note that the evidence shows that of the 60 Social Workers shown on the seniority list 37 have more than 10 years seniority with the County and 24, almost half of the bargaining unit, have at least 15 years of services. There are many reasons why employees decide to stay with an employer in addition to wages/salary. And, as the County argues it has a good benefit package. But, such things as working conditions, location and many other factors impact an employee's choice to stay with or leave an employer. Wages are not the "be all, end all" in terms of turnover and retention. Consequently, the turnover/retention rates among Social Workers are unpersuasive indicators that the existing wage rates do not warrant the adjustments being proposed.

Also, the undersigned is not persuaded that a proposed catch-up/wage adjustment for selected classifications is the type of proposal requiring a quid pro quo as argued by the County.

A comparison of the wage rates of Social Worker II, III, IV, and V classifications with those of the agreed upon comparables shows that the County's maximum rate in each classification in 2002 ranked last. The Union's proposal would move the County up from last position to next to last in 2004 at the Social Worker II maximum rate, moving ahead of Adams County. And even if the Union's proposal were not granted the County would move ahead of Adams County in 2004. Exactly the same circumstances and resultant outcome apply in the case of Social Worker III. There is only one other county among the agreed upon comparable counties with a Social Worker IV position, Juneau, and its maximum rate was \$1.25 per hour more than that in Wood County in 2002. And, if the Union's final offer is selected, in 2004 the County's Social Worker IV at the maximum rate will be making \$0.43 per hour less than its Juneau County counterpart. The only other County among the agreed upon comparable counties with a Social Worker V classification, again, is Juneau, and in 2002 it was paying \$1.62 per hour more at the maximum rate than Wood County was compensating a Social Worker V at the maximum rate. If the Union's final offer is selected, in 2004 the Juneau County maximum rate for Social Worker V will still be \$.84 cents per hour higher than the maximum rate for Social Worker V in Wood County. Also, when comparing the highest non-masters Social Worker classifications maximum rates among the agreed upon comparables with the Wood County Social Worker III maximum rate in 2002 it shows that Wood County also ranked last. If the Union's final offer is selected the County's ranking will improve from last to next to last and will have a higher maximum rate than only Adams County.

It is clear from the evidence that the County's maximum wage rates for its Social Workers in 2002 was last among the agreed upon comparables and even if the Union's proposal is selected it will not cause the County's ranking to move even to the middle of the pack of those comparables. Rather, at Social Worker II and III the County will only move up one rank. Furthermore, the cost of the Union's Final Offer for Social Worker wage adjustments, in terms of its total budget, and when compared to other adjustments that were granted as a part of the Consent Award, is a reasonable catch-up proposal and is preferable to the County's no adjustment proposal.

Regarding the Union's final offer for an adjustment to the Conservation Program Coordinator, as the Union acknowledges there are few counties having a comparable

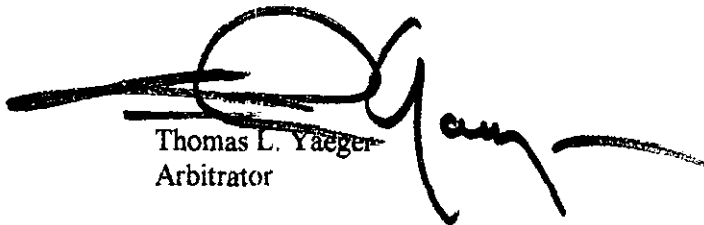
position to that of Wood County. Clearly, in the undersigned opinion, such a circumstance presents an insufficient basis from which to conclude a comparability analysis. And, after reviewing the position descriptions submitted for the positions in Sawyer and Marinette counties the undersigned does not believe the Sawyer County position is a comparable position. That position is titled Conservation Technician and deals with Sawyer County's land and water conservation programs, not wildlife damage and abatement claims. However, the Marinette County Wild Life Damage Program coordinator position appears to be a position with responsibilities very similar to the Wood County position. Also, the undersigned is not persuaded that the other positions within Wood County, which the Union uses to buttress its argument in support of the proposed adjustments, are apt comparisons. Nonetheless, the wage rates for the Marinette County position were \$16.28 with 24 months experience and \$19.88 with 60 months experience in 2003 and \$16.77 and \$20.48 with 24 and 60 months experience respectively. Those wage rates compare to \$14.33 and \$14.91 in 2003 and 2004 respectively for the Wood County Conservation Program Coordinator position if the Union's final offer were to be selected. The cost to the County of the Union's proposal for a \$.15 per hour adjustment in both 2003 and 2004 for this position is very minimal and by the County's costing amounts \$365 in 2003 and \$266 in 2004. This discussion persuades the undersigned that this proposal does not affect the outcome of this arbitration.

Based upon the evidence, testimony, arguments, and application of the statutory criteria contained in Section 111.70 (4) (cm) to the facts of this dispute the undersigned enters the following

AWARD

The Union's final offer is selected and shall be incorporated into the parties' 2003-2004 collective bargaining agreement.

Entered this 27th day of August ~~July~~ 2006.


Thomas L. Yaeger
Arbitrator