

BEFORE THE ARBITRATOR

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In the Matter of the Interest Arbitration of a Dispute Between

LABOR ASSOCIATION OF WISCONSIN, INC.,  
ON BEHALF OF THE WASHINGTON COUNTY  
PROFESSIONAL SOCIAL WORKERS ASSOCIATION, LOCAL 609

and

WASHINGTON COUNTY

Case 166

No. 67632

INT/ARB-11088

Decision No. 32425-A

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Appearances:

Benjamin M. Barth and Jason E. Ganiere, Labor Consultants, on behalf of the Labor Association of Wisconsin, Inc., N116 W16033 Main Street, Germantown, Wisconsin 53022.

Davis & Kuelthau, S.C., by Nancy L. Pirkey, on behalf of Washington County, 111 East Kilbourn Avenue, Milwaukee, Wisconsin 53202.

Arbitrator: David E. Shaw

ARBITRATION AWARD

Labor Association of Wisconsin, Inc., hereinafter, the "Association", is the exclusive collective bargaining representative of the professional social workers in the employ of the Washington County Human Services Department. The Association petitioned the Wisconsin Employment Relations Commission to initiate interest arbitration with Washington County, hereinafter, the "County", with respect to an impasse between the Association and the County pursuant to Sec. 111.70(4)(cm)6, Stats. The parties selected Arbitrator David E. Shaw to issue a final and binding award, and he was appointed by order of the Commission dated May 22, 2008. A hearing was held before the undersigned on August 6, 2008, in West Bend, Wisconsin, at which time the parties were given the opportunity to present testimony and documentary evidence, as well as argument, in support of their respective positions. The hearing was transcribed and the transcript was received on August 20, 2008. The parties filed post-hearing briefs by October 14, 2008.

Based upon consideration of the statutory criteria set forth in Sec. 111.70(4)(cm)7, Stats., the evidence,

and the arguments of the parties, the undersigned makes and issues the following Award.

## ISSUES

The only issues in dispute are the wages for 2008 and 2009. The parties' final offers are as follows:

Association: a. For Step VII of both classifications:

1/1/08 2.0% across-the-board  
7/1/08 2.0% across-the-board  
1/1/09 2.0% across-the-board  
7/1/09 2.0% across-the-board

b. For all other than top step of both classifications:

1/1/08 3.0% across-the-board  
1/1/09 3.0% across-the-board.

County: 1/1/08 3.0% across-the-board  
1/1/09 3.0% across-the-board

## POSITIONS OF THE PARTIES

### Association

The Association asserts that even with its proposed 4% lift increase for Step VII, the Association's members will continue to be near, or slightly below, the average wage earned by comparable employees in comparable counties' social services departments. Further, including FICA and WRS, the Association's wage offer is merely \$17,000 more than the County's offer. Considering the total wage and benefits of all employees in the bargaining unit for the two years of the agreement is about \$3.7 million, the difference in the offers is petty.

The Association contends that the controlling factors in this arbitration are whether the County's offer is adequate when considering the external comparables, the CPI, and the similarity of duties of the Senior Social Workers and the non-represented Psychiatric Social Workers in Washington County, in light of the vast wage difference between those classifications. The Association argues that basic fairness drives its offer, and that its 2-2 split will help prevent further erosion of the wages of the Social Workers and Senior Social workers compared to the external comparables and the internal non-represented employees, while imposing a minimal cost to the County.

The Association and the County have a long history of settling and /or arbitrating "splits" as well as increases to the top step. Since 1984, the parties have arbitrated split wage increases or increases to the top step. Thus, the Association is merely attempting to maintain the status quo of split wage increases, coupled with a minimal increase to the top step.

The evidence clearly reveals that the positions of the Senior Social Worker and Psychiatric Social Worker are more similar, than dissimilar. The exhibits and testimony clearly indicate that many of the Senior Social Workers have the same training as the non-represented Psychiatric Social Workers and perform similar work the majority of the time. There has been comparisons between the two positions for decades, with even Arbitrator Torosian recognizing the comparison between the positions in the most recent arbitration between the parties, noting that the Social Workers unit received additional money to the top steps of the Social Workers and Senior Social Workers because of the internal comparison with the non-represented social workers. Washington County, Decision No. 30459-A (Torosian, 5/03). Ms. Mylly's testimony established how similar the Senior Social Worker position is to the Psychiatric Social Workers. Further, the Deputy Director of the County's Department of Human Services, Michael Bloedorn, admitted to the similarities between the two positions and acknowledged in his testimony that the comparison between the positions has been occurring for some time. He also confirmed that the Senior Social Workers and Psychiatric Social Workers meet with the same clients and further acknowledged that some of the Senior Social Workers have the same licensing as the Psychiatric Social Workers. Most telling, he essentially stated that the Senior Social Workers and Psychiatric Social Workers do the same work and that the job descriptions for the positions are merely guidelines. The County offered scant evidence to the contrary. While the jobs of the Senior Social Workers and Psychiatric Social Workers are not identical, they are close enough to warrant a similar pay rate.

Looking at the statutory criteria under Sec. 111.70(4)(cm)7, Stats., the Association asserts that the County did not address in testimony or exhibits any economic conditions or legislation which would prohibit it from affording the Association's offer and it never took the position during negotiations that it had an inability to pay that offer. Thus, neither the "greatest weight," nor the "greater weight" factors are relevant in this proceeding. Looking then to the "other factors," the County has not argued that it does not have the lawful authority to meet the terms and conditions in the Association's final offer, and the stipulations of the parties impose no significant monetary burdens upon the County. Therefore, Secs. 111.70(4)(cm)7r,a and b, Stats., are also irrelevant.

Regarding Sec. 111.70(4)(cm)7r,c, Stats., the County has not proved that it cannot afford the Association's final offer, and as to the interest and welfare of the public, the County's citizens will be well served by having public servants who are well paid and have good morale. With the merger of the County's Department of Social Services and Mental Health, there will be an even closer working relationship between the employees represented by the Association and the non-represented employees. It is reasonable to assume that a growing disparity in their wages could cause a decline in the morale of the Senior Social Workers, to the detriment of the welfare of the public.

Considering the wages, hours and conditions of employment of employees performing similar services, the Association has compared the Senior Social Workers pay rate to that of the Psychiatric Social Workers at the 66 month step. There is even a a greater disparity of \$3.00 per hour in the pay rates of the two positions when one considers the Psychiatric Social Workers have an additional 78 month step.

Looking at the comparison of the wages, hours and conditions of employment of employees in public employment in the same community and comparable communities, the fact that a few units in the County voluntarily accepted 3% wage settlements should not preclude the Association from requesting a different wage package. Different bargaining units enjoy different levels of power and have different concerns and each must be allowed to determine what is worth fighting for. The Highway Department

and Deputy Sheriffs units each chose a particular benefit to focus on to counter the County's 3% wage offer, and this unit should be allowed to do the same. Further, the Association offer will not disproportionately raise the pay rates in this unit compared to the social workers in the comparable counties. The Washington County Social Workers' pay rates are in the middle of the comparables; however, when total compensation is considered, their average wage is woefully inadequate.

With regard to a comparison with employees in private employment in the County, the Association notes that the parties have not argued that these employees should be compared to their counterparts in the private sector.

Regarding the cost-of-living factor, while the CPI-W was 4.2% in April 2008, when the final offers were certified, it had rose to 5.6% by June of 2008. The Association argues that its final offer takes the rising inflation rate into account and protects the employees from wage erosion, while imposing minimal cost on the County. The Association's final offer is more in line with with the rising CPI, than is the County's offer.

Comparing the overall compensation received by the employees in this bargaining unit with that of the employees in the comparable counties ( Association Exhibits 700 through 712), shows that the overall benefit level received in this unit is far below that of the employees in the comparable counties. The Association members especially severely lag the comparables when employee contributions to health insurance are considered. A comparison of employee contributions toward health insurance shows that these employees pay the most per month(\$227.60), and that when this is taken into account, they rank second to last in total compensation (wages less family health insurance). Further, the unique system limiting what the County will contribute toward health insurance almost certainly assures that these employees will continue to contribute more toward their health insurance than employees in the comparable counties. Thus, the Association's offer is more reasonable under this criterion.

The Association concludes that when considering the applicable criteria, its final offer is the more reasonable offer.

### County

The County first argues that the internal pattern of settlements strongly favors an award of its offer. There is a consistent pattern of wage increases among the County's employees. In bargaining wages, benefits, and working conditions for its employees, it has long been the County's goal to maintain consistency among the internal comparables to the extent possible, in the interest of equity, fairness and employee morale. The County notes that five bargaining units have settled for 3% wage increases for 2008 and that three, Communications and Corrections, Highway, and Deputy Sheriffs, have settled for a 3% wage increase for 2009, as well; the other two units having contracts that expire the end of 2008. Other than this bargaining unit and a small unit of Social Services Clericals ( or 6% of the County's total workforce), all of the County's employees received a 3% wage increase for 2008. The County notes that five of the seven internal bargaining units, i.e., 312, or 84.3%, of its 370 organized employees, have settled for a 3% wage increase for 2008. This County-wide settlement pattern indisputably demonstrates that a consistent and uniform settlement pattern has been established with respect to wages. This consistent pattern supports acceptance of the County's final offer as the more reasonable of the two offers.

The evidence regarding a comparison of historical wage increases in the County for 2004-2007 demonstrates that the County has maintained consistency over the years in providing the same wage increases to all of its employees. ( County Exhibit 6-A) This pattern of consistent wage increases to all of its employees is critical to the County's goal of maintaining labor peace. The County has historically maintained consistency among its various represented and non-represented employee groups with respect to wages and benefit levels, including health insurance premium sharing, longevity, vacations, holidays, sick leave, funeral leave and WRS contributions.

The County cites numerous interest arbitration awards wherein arbitrators have accorded internal settlement patterns great, if not controlling, weight and noted the need to maintain internal consistency. The County submits that, based on the overwhelming weight of arbitral authority, its offer should be considered the more reasonable offer, asserting that the internal pattern of settlements should carry the greatest weight in this proceeding. Awarding the County's final offer will encourage voluntary settlements and maintain labor peace within the County.

The County notes that the Association seeks to gain parity between the wages of the Psychiatric Social Workers and the Senior Social Workers, with its goal having been to close the gap between the 66 month step for the Psychiatric Social Worker position and the top step for the Senior Social Worker position. In pursuit of that goal, the Association has proposed to put more money at the Senior Social Worker top step, than at the other steps. However, the Association has also placed more money at the top step of the Social Worker position without any explanation as to why employees at the top step in that position should receive a larger wage increase than employees in the same classification with less seniority.

The Association's goal of parity in the wage rates of the Senior Social Workers and the Psychiatric Social Workers is misplaced, not only because the two positions perform very different job duties, but also because the State maintains very different education, postgraduate training, examination, and certification or licensure requirements for the two positions. Further, State regulations prohibit a Senior Social Worker from performing the same duties as those performed by the Psychiatric Social Worker. The County notes that while a Senior Social Worker is certified by the State, the Psychiatric Social Worker position is both certified and licensed by the State. There is an important distinction between certification and licensure. Certification only provides title protection - meaning that a person cannot use the title of social worker or advanced practice social worker without having the necessary certification. Licensure provides both practice protection and title protection - meaning that one cannot use the title or perform the job duties of a licensed clinical social worker without having the necessary state license. Thus, the occupation of Psychiatric Social Worker is much more heavily regulated than that of Senior Social Worker.

With respect to job duties, a comparison of the job descriptions for the two positions demonstrates that there are significant differences in the job duties of a Psychiatric Social Worker and a Senior Social Worker, with the former focusing on performing psychotherapy services to individuals and families, while the latter primarily performs counseling in the areas of emotional, behavioral and mental health disorders. The difference in job duties performed by the two positions is also obvious based on the testimony of Mylly and Bloedorn. While Mylly testified Senior Social Workers performed some of the same duties required of the Psychiatric Social Workers, she conceded that there are significant differences between the two positions, e.g., the additional 3000 hours of training, the licensure, and the test required to be a Psychiatric Social Worker, and the consequences, if a Senior Social Worker

engages in psychotherapy, which they may not do. Bloedorn testified that the work of a Psychiatric Social Worker is more clinical, noting that they adhere to the DSM-IV manual for mental disorders to diagnose patients they see and develop their treatment plans, that their clientele are more global than those typically seen by the former Social Services Department, and that they work under the supervision and direction of a clinical psychologist and psychiatrist and perform psychotherapy. Bloedorn also testified that while five of the Senior Social Workers have clinical social worker licenses, those licenses are not required for the Senior Social Worker position in Washington County. The fact that a Senior Social Worker has the training to be licensed as a clinical social worker does not mean that those skills are needed to perform their job duties, nor should the County be required to pay employees a higher wage rate for being overqualified for their position. Bloedorn confirmed that the County has hired individuals as Social Workers and paid them the Social Worker pay rate, notwithstanding the fact that they have the education and certification to be a Senior Social Worker. The County concludes that based upon the different licensure, the additional training required to be a Psychiatric Social Worker and the difference in the job duties, the Association cannot support its claim for a higher wage increase for the Senior Social Worker position.

The County asserts that the external comparables also have significant wage differentials between their Senior Social Worker and Psychiatric Social Worker positions. The County reviewed the various job descriptions for the social worker positions in the comparable counties and analyzed those job descriptions and compared them with the duties of the Senior Social Worker and Psychiatric Social Worker positions in Washington County, in order to determine which positions in the comparable counties were the most comparable to the Senior Social Worker and Psychiatric Social Worker positions. The County did not merely compare job titles and assume those classifications were equivalent to those in Washington County. The wage rates for a Senior Social Worker and Psychiatric Social Worker were compared in each county and a dollar and percent difference between the two positions was then calculated for each of the comparable counties. As the Association's goal has been to attain parity between the top step for the Senior Social Worker position and the 66 month step for the Psychiatric Social Worker position, those wage rates were used for the analysis. The results of the comparison ( County Exhibit 25) shows that with the exception of Sheboygan, the psychiatric social workers in the comparable counties receive a higher wage rate than the senior social workers receive, varying from 7.6% to 23.3% or \$1.87 to \$5.90 above the hourly wage rates paid to the senior social workers in those counties. Thus, the external comparables clearly support the County's final offer.

The County asserts that the Association's wage comparisons are flawed and that it compares the most highly paid social workers in both Ozaukee and Waukesha counties to the Senior Social Workers in Washington County. This is not appropriate, as the wage rate used in Ozaukee County is for a clinical social worker. That position requires a license as either an independent clinical social worker or as a psychologist. ( County Exhibit 29) The licensure requirements for that position equate to that of a psychiatric social worker. Use of that wage rate in the Association's comparison inflates the wage rate by \$2.38 in 2008. The wage rate the Association used in Waukesha County is for the Social Worker IV position in that county. Attorney Pirkey, as labor counsel and negotiator for that county, testified that there is only one person in that position and that the county and the union representing the county's social workers have agreed that the position will be eliminated from the bargaining unit upon the retirement of the incumbent. The wage rate for the Social Worker IV position is \$1.93 above the appropriate Master's level Social Worker wage rate in 2009 and exceeded that position's wage rate in 2006, 2007 and 2008, as well. This again skews the average wage rate in the Association's comparisons. Using the County's more appropriate comparisons ( County Exhibit 29-A) shows that the

County ranks above the average in each year and remains above the average under the County's final offer. That comparison shows that the Senior Social Workers rank second out of the six counties and will retain that ranking under the County's final offer, demonstrating the reasonableness of the County's offer.

The County notes that the Social Worker position ranks fifth out of the six comparable counties at the maximum wage rate for 2008. This rank would also be maintained under the County's final offer. The County cites Arbitrator Malamud's decision in School District of Adams-Friendship Area Schools, Dec. No. 22050-A (Malamud, 6/85) for the proposition that a salary proposal may be identified as within the pattern of settlement if no change in rank occurs.

The County asserts that in comparing the wage settlements among the comparable counties for 2008 and 2009, the County's final offer exceeds the actual average increase in 2008, and also in 2009 among those counties that have settled, whether calculated on the basis of hourly wage rates or percentage wage increases. The County notes that none of the comparable counties settled for a 4% lift in 2008, and asserts that there is no reason to assume any will in 2009.

In the event that the Association argues that catch-up pay is needed, there is no evidence that the pay rates in Washington County are greatly lower than those of the comparables. The County notes that the party that proposes catch-up has the burden of establishing the need for it, and cites Arbitrator Malamud's decisions in Town of Caledonia (Fire), Dec. No. 29551-A (10/99) and Richland County (Highway), Dec. No. 27897-A (9/94) for the proposition that arbitrators will not automatically award catch-up simply because the wage level ranks last among the comparables or is below the average. In this case, the Association has failed to establish any support for a catch-up argument.

With regard to total compensation, the County asserts that it maintains a competitive benefit package for its Social Workers in terms of health insurance, longevity, vacation, holidays, sick leave, funeral leave and WRS retirement.

Last, the County asserts that the cost of living factor should be accorded little weight in this proceeding, citing arbitral opinion that the CPI is not a true measure of of a family's cost of living, City of Beaver Dam (Police), Dec. No. 31704-A (McAlpin, 7/07) and that the weight of the factor is diminished by the fact that the parties in the other settlements that are the same or similar were faced with the same increase in the CPI. Sawyer County, Dec. No. 31519-A (Torosian, 9/06).

The County concludes that its final offer is the more reasonable and should be selected.

## DISCUSSION

It is noted that there is no assertion that the "greatest weight" or "greater weight" factors have any application to this dispute and no evidence has been presented in those regards. Both parties address "other factors" under Sec. 111.70(4)(cm)7r, Stats., most especially external and internal comparisons, cost-of-living, and overall compensation.

The Association argues that the interests and welfare of the public are better served by its offer, in that well-paid employees will have better morale; however, as will be discussed more below, treating all of the County's employee groups consistently with regard to wages more than counter balances that argument, especially as to maintaining the morale of all of the County's employees and maintaining a

stable collective bargaining relationship. The Arbitrator concludes this factor favors the County's offer.

Section 111.70(4)(cm)7r,d, Stats., requires the Arbitrator to consider and give weight to a comparison of the wages, hours, and conditions of employment of these employees with those of other employees performing similar services. While consideration of this factor usually involves a comparison with employees performing similar services in the comparable communities, in this case the Association also compares the wages of the County's Senior Social Workers with those of the County's non-represented Psychiatric Social Workers.

Looking first at the external comparables, the first comparison is with regard to actual wage rates:

		<u>Wage Rates</u>	
		<u>2008 Max</u>	<u>2009 Max</u>
Dodge	*SW	\$22.53	\$ 23.21
	Sr SW	26.42	27.21
Fond du Lac	SW	23.69	NS
	Sr SW	27.63	NS
Ozaukee	SW I	24.47	NS
	SW II	27.10	NS
Sheboygan	*SW	23.64	NS
	SW III w/ MA/MS	28.46	NS
Waukesha	SW	26.43	27.23
	SW w/MS	26.98	27.79
<b>SW Average: 24.30</b>			
<b>Sr SW Average: 27.32</b>			
Washington			
Association:	SW	23.71	- .59
	Sr SW	28.28	+ .86
County:	SW	23.47	- .83
	Sr SW	28.00	+ .68

\*This is using the County's method of averaging the SW I and SW II rates in these counties for the sake of comparison with the Social Worker position in Washington County. (It is noted that



there is an obvious error in the County's numbers for the SW I rate in Sheboygan County for 2008. Therefore, the Arbitrator has used the Association's rates for that position. Also, the average the County computed for the SW I and SW II positions in Dodge County was incorrect and that was corrected to \$22.53 in the Arbitrator's calculations.)

The comparison of the wage rates of the Social Worker position shows that for the past three years (2005-2007) Washington County ranked fifth out of six among the comparables. In 2008, the County would maintain that ranking under its offer, while the ranking would rise to third under the Association's offer. However, the difference between third and fifth place under the Association's offer would only be \$.07, while under the County's offer the difference between third and fifth place would still only be \$.22. Under both offers, Washington County would remain below the average of \$24.30 among the comparables for the Social Worker rate, however, this is due in large part to Waukesha County's rate for that position (\$26.43) being almost \$2.00 per hour higher than the next highest rate in the comparables (\$24.47) and somewhat skewing the average. The Arbitrator concludes that a comparison of the Social Worker rate with the rates among the comparables for that position does not favor one offer over the other.

Comparing the rates for the Senior Social Worker position with those of comparable positions among the comparables raises an issue as to which positions should be compared in Ozaukee and Waukesha counties. With regard to Ozaukee County, the Association used the pay rate for the Clinical Social Worker position (\$29.48), rather than the rate for the Social Worker II position (\$27.10). County Exhibits 24 and 29B establish that the Clinical Social Worker position in Ozaukee County is more comparable to the Psychiatric Social Worker position in Washington County in terms of duties and training and licensing requirements. Also, comparing the rate for the Social Worker II position in Ozaukee County with the rates for Senior Social Worker or Social Worker w/MA/MS in the other comparable counties shows that rate is more comparable than that of the Clinical Social Worker position. Thus, the rate for the Social Worker II position in Ozaukee County is the more appropriate to compare. The County also disputes the Association's use of the Social Worker IV rate in Waukesha County, based on there being only one person in that position and the agreement to eliminate the position from the bargaining unit when that person retires. The County offers instead that the rate for the Waukesha County Social Worker MS position should be used. While the County did not provide a job description for that position, the Masters requirement would appear to make it more comparable to the Senior Social Worker position in Washington County. Using those rates, the Senior Social Worker rate has ranked second among the comparables in the past and would maintain that ranking under either offer in 2008. That being the case, there is no justification for the Association's proposed 4% lift, especially in light of the settlements reached among the comparables for 2008, as discussed below.

A comparison of the settlements among the comparables with their social workers for 2008 and 2009 (County Exhibit 10) establishes that four of the five comparables settled for 3% in the form of actual money or lift, and the other settled for less than 3%. In 2009, the two comparable counties that are settled, Dodge and Waukesha counties, settled for 3% in the form of actual money or lift. There being no support among the external comparables for the 4% lift the Association is proposing for the top step of the two positions, this factor favors the County's offer, which is equal to the highest settlements among the external comparables (3%), and which maintains the County's ranking among those comparables.

As noted previously, the Association also contends that the Senior Social Worker position compares to

the County's non-represented Psychiatric Social Worker position in terms of the work performed, and that therefore, the pay for the two positions should also be comparable. It appears from the testimony of Mylly and Bloedorn that there are a number of duties that are common to both positions; however, their testimony, a comparison of the job descriptions, and the chart prepared by Bloedorn (County Exhibit 17) establish that there are differences in the duties of the two positions, e.g., Psychiatric Social Workers perform clinical diagnoses of mental health disorders using the DSM IV criteria, plan treatment, perform psychotherapy, ensure appropriate medical record documentation and serve as a clinical resource person, duties the Senior Social Workers do not perform. There are also significant differences in post-graduate training (3,000 hours (post masters or doctoral) in social work practice, with 1,000 hours of face-to-face client contact including DSM diagnosis and treatment of individuals), and licensure requirements. While some of the Senior Social Workers process the clinical licensure, that is not a requirement the County imposes to hold that position and they are not asked or permitted to perform the work of a Psychiatric Social Worker noted previously.

Also relevant is the manner in which the positions are treated in the comparable counties. County Exhibit 25 shows that with only the exception of Sheboygan County, the remaining four counties have maintained at least a \$2.00 per hour differential between the comparable positions, with an average of \$2.25. However, that exhibit also shows that the average differential between the rates for those positions is 8.16%, compared to the 13.6% differential the County has maintained, with only Waukesha County maintaining a higher differential. It is also noted that with the exception of Fond du Lac County, which has decreased the amount of the differential each year since 2005, the remaining counties have maintained a more or less constant percentage differential over that time period. The Arbitrator concludes that while the external comparable support having a differential between the rates of the Psychiatric Social Worker position and the Senior Social Worker position, they do not support as great a differential as the County has maintained. It is concluded that the external comparables slightly favor the Association's offer in this regard. However, when looking at the external comparables with regard to a comparison of the wage rates for the Social worker and Senior Social Worker positions and the settlement pattern among those comparables, it is concluded that, on whole, the external comparables favor the County's offer.

Next, is a comparison of the wages, hours and conditions of employment of these employees with those of the County's other employee groups. The County has seven bargaining units that have the ability to go to interest arbitration. Of those, two have two-year agreements expiring the end of 2008, Parks and Samaritan Health, with 3% and 2%-1% wage increases for 2008, respectively. The Communications and Corrections unit is settled for 2008 and 2009, with a 3% wage increase in each year. The Highway and Deputy Sheriffs' units have agreed on a 3% wage increase for 2008 and 2009, but are going to interest arbitration on other issues. The County's non-represented employees received 3% for 2008. This results in approximately 92% of the County's employees having agreed to or received a 3% wage increase for 2008. Of the County's 370 represented employees that have the right to go to interest arbitration, 312, or 84%, have agreed to a 3% wage increase in 2008, and 174, or 47%, have agreed to a 3% wage increase for 2009. Only the Social Service Clerical unit and this unit remain unsettled on wages for 2008. Together, they total 58 employees, or just 16%, of the County's represented employees that can go to interest arbitration. As the County notes, once a consistent internal settlement pattern has been established, as it has here, arbitrators have given internal comparability great weight and have favored the offer that maintains consistency with that pattern, in the interest of maintaining employee morale and the employer's credibility, which is necessary to maintaining a stable collective bargaining relationship with its employees. While this unit is free to reject the pattern, it bears a heavy burden to

justify disrupting that pattern. In this case, the Association essentially offers only its desire to close the gap between the top rates of the Senior Social Worker position and the Psychiatric Social Worker position. While that gap is greater than is supported by the external comparables, it is not sufficient to justify breaking a well-established internal settlement pattern. It carries even less weight when one considers that the County's internal settlement pattern is also consistent with the external settlement pattern. It is therefore concluded that the internal comparables heavily favor the County's offer.

With regard to the cost-of-living factor, the Association asserts that this factor favors its offer, noting that the CPI-W rose from 4.2% in April, 2008 to 5.6% by June, 2008. As the Association asserts, its offer with a 4% lift at the top steps is more in line with the increase in the cost-of-living. Thus, this factor somewhat favors the Association's offer. However, while cost-of-living is a factor to be considered, as Arbitrator Torosian noted in his decision in Sawyer County, supra, the weight of this factor is tempered by the fact that the settlements reached internally and among the external comparables were negotiated in light of the same increase in the CPI.

The last factor addressed by the parties is a comparison of overall compensation, which the Association asserts shows that the overall compensation of these employees is far below that of the comparables, especially when the employee contribution toward health insurance is considered. According to the Association, after computing a monthly wage and then subtracting the amount of the employee contribution toward health insurance, results in Washington County's Social Workers having the second lowest net monthly wage among the comparables. In this regard, the Association is correct that Washington County employees contribute more, both on a percentage basis and on a dollar basis, than do the employees in the external comparables. However, it is also noted that the amount the County pays toward the premium is the second-highest among the comparables. While these employees also have the lowest maximum number of sick leave days they can accumulate and take the longest to get to a fifth week of vacation, they compare well with the comparables in all of the other areas, such as, paid holidays, compensatory time, WRS, overtime, and funeral leave. However, based upon the amount these employees contribute toward their health insurance premiums, it is concluded that this factor slightly favors the Association's offer.

Reviewing the foregoing, the Association's offer is favored in light of the cost-of-living factor and is slightly favored with regard to overall compensation, while the County's offer is favored with regard to the interests and welfare of the public and the external comparables, and is strongly favored in light of the internal comparables. It is especially the latter factor that is compelling in this case. When the two offers are considered in comparison with the internal settlement pattern, especially where that pattern is also consistent with the external settlement pattern, the County's offer is the more reasonable of the two offers.

Based upon the foregoing, and having considered the statutory criteria, the evidence, and the arguments of the parties, the Arbitrator concludes that the County's final offer is more reasonable, and therefore, makes and issues the following

AWARD

The parties are directed to incorporate the final offer of Washington County, along with their tentative agreements, into their 2008-2009 collective bargaining agreement.

Dated this 5th day of December, 2008.

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David E. Shaw, Arbitrator