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WISCONSIN EMPLOYMENT RELATIONS COMMISSION

BEFORE THE ARBITRATOR

WISCONSIN DEPARTMENT OF INDUSTRIAL BUREAU OF LABOR RELATIONS COMMISSION

In the Matter of the Petition of :

VERNON COUNTY COURTHOUSE AND SOCIAL SERVICE EMPLOYEES, LOCAL 2918, AFSCME AFL-CIO : Case XLIII
No. 22674
MED/ARB-54
Decision No. 16385-C

For Final and Binding Arbitration Involving Courthouse and Social Services Personnel in the Employ of : AWARD

VERNON COUNTY :

Hearing Date November 8, 1978

Appearances:

For the County MR. JEROME KLOS, Special Labor Counsel for Vernon County

For the Union MR. ROBERT CHYBOWSKI, Distric Representative Local 2918, AFSCME, AFL-CIO

Arbitrator CHARLES L. REDEL

Date of Award Decmeber 1, 1978

BACKGROUND

This matter came on for resolution by means of final and binding arbitration under the provisions of Section 111.70(4)(cm)6.c., Wisconsin Statutes, wherein the arbitrator is obligated and required to determine whether the final offer of the Union or the final offer of the County is the most reasonable by virtue of the application of the factors specified in Section 111.70(4)(cm)7.

A hearing was held in the City of Viroqua on November 8, 1978. Both parties were present, were afforded full opportunity to present such testimony and evidence as they deemed pertinent and to make such arguments as each deemed relevant in the premises. Each party was given ten (10) days to file written briefs on the merits of their respective positions.

THE FINAL OFFERS

The sole issue upon which the parties reached an impasse involved the appropriate wages payable from January 1, 1978 thru December 31, 1979.

The Vernon County Courthouse and Social Service Employees final wage offer for 1978-79 is as follows:

Wages - 1978 All employees to receive \$43.00 across-the-board or the minimum established by the schedule below, whichever is more, except for Social Workers who shall receive 6.7% across-the-board or the minimum, whichever is more.

<u>Social Service Employees</u>	<u>Pay Grade</u>	<u>Monthly Minimum Effective 1/1/78</u>
	A	\$460.00
	B	485.00
	C	520.00
	D	530.00
	Social Worker I	815.00
	Social Worker II	860.00
	Part-time employees	\$3.20 per hour

Classification by Pay Grade

- A Typist I, Clerk I
- B Typist II, Clerk II, Income Maintenance Ass't, Social Service Aide I, Homemaker I
- C Typist III, Clerk III, Social Service Aide II, Homemaker II
- D Income Maintenance Worker

<u>Courthouse Employees</u>	<u>Classification</u>	<u>Monthly Minimum Effective 1/1/78</u>
	Secretary	\$485.00
	Custodian	485.00
	Chief Custodian	530.00
	Deputy	595.00
	Deputy II	550.00
	Registrar in Probate	600.00 (plus fees %age)
	Addressograph Oper.	600.00
	Mini Bus Driver	460.00
	Clerk-Typist	460.00
	Part-time employees	3.20 per hour

Wages - 1979 Effective 1 January 1979, all wage rates (including minimums schedule and individual rates) to be increased by seven percent (7%).

The Vernon County's final wage proposal for 1978-79 is as follows:
1978 CONTRACT

1. Section 23.02 amend part time rate upward by 20 cents to \$3.15.
2. Amend Appendix A to reflect increased rates for individuals as listed, after individual lists brought up to date to reflect changes in personnel as of 1/1/78 as follows:
 - 8% increase for those with 1977 salary under \$500.00 per month.
 - 7% increase for those with 1977 salary between \$500.00 and \$750.00 per month.
 - 5% increase for those with 1977 salary over \$750.00 per month.
 - \$3.15 per hour for part time rates.
3. Add Appendix B which would be a schedule of minimum hiring rates for new employees by job classifications, as follows:

Social Service Department

Grade A (consisting of Typist I, Clerk I) \$450.00 per month.
Grade B (consisting of Typist II, Clerk II, Income Maintenance Assistant a/k/a Case Aide I and Homemaker I and Social Service Aide I \$470.00 per month.
Grade C (consisting of Typist III, Clerk III, Social Service Aide II, Homemaker II and Steno II \$490.00 per month.
Grade D (consisting of Income Maintenance Worker a/k/a Case Aide II) \$500.00 per month.
Social Service Worker I \$765.00 per month
Social Service Worker II \$790.00 per month

Courthouse

Clerk Typist \$450.00 per month
Mini-Bus Driver \$450.00 per month
Secretary \$470.00 per month
Custodian \$490.00 per month
Chief Custodian \$540.00 per month
Deputy \$525.00 per month
Deputy II \$490.00 per month
Register in Probate fees plus \$640.00 per month
Addressograph Operator and
Tax Description Clerk \$640.00 per month

1979 CONTRACT

1. Amend Section 23.02 part time rate upward by 20 cents to \$3.35.
2. Amend Appendix A by same percentage increase (8%, 7% and 5%) as set forth in Appendix A of 1978 contract except as applied to salary as of 1/1/78 under formula as set forth above in 1978 (2)
3. Amend Appendix B by increasing minimums by the same percentage increases of 8%, 7% and 5% based on 1/1/78 appendix schedule under formula as set forth above in 1978 (2).

DISCUSSION

In resolving this matter, the arbitrator is to apply the factors specified in Section 111.70(4)(cm)7 of the Wisconsin Statutes. In this case, no issues were raised concerning the factors of "(a) the lawful authority of the employer," and "(c) the financial ability of the unit of government to meet these costs." There likewise, were no stipulations of the parties which require discussion or consideration involving the dispute in this case.

The union presented some data involving comparative data of wages, hours and conditions of employees in public employment. The data presented by the union is not complete and in some instances is not sufficient upon which to make meaningful comparisons on all employees covered by this bargaining unit.

The table set forth below reflects the comparison of the union proposal and the employer's proposal compared to comparable employers for comparable positions.

<u>COUNTY</u>	<u>SOCIAL WORKER I</u>	<u>SOCIAL WORKER II</u>	<u>CLERK II</u>
Crawford	\$ 5.18	\$ 6.36	\$ 4.32
Richland	\$5.14 - \$6.56	\$5.84 - \$7.46	\$ 4.02
Juneau	\$ 4.90	\$ 6.26	NA
Sauk	\$5.21 - \$6.26	\$5.63 - \$6.77	\$3.95 - \$4.25
Grant	\$4.38 - \$6.66	\$4.73 - \$6.92	\$2.72 - \$4.18
Trempealeau	NA	\$5.18 - \$7.48	\$ 4.04
La Crosse	\$5.40 - \$5.99	\$5.83 - \$7.23	\$3.39 - \$3.63
Jackson	\$5.17 - \$6.17	\$5.69 - \$6.88	\$3.19 - \$4.16
Monroe	\$5.32 - \$5.82	\$5.83 - \$6.37	\$3.48 - \$3.80
Vernon Union Final Offer	\$5.02 - \$5.29	\$5.29 - \$6.27	\$ 2.98
Vernon County Final Offer	\$4.71 - \$5.21	\$4.86 - \$6.17	\$2.89 - \$2.91

<u>COUNTY</u>	<u>TYPIST II</u>	<u>INCOME MAINTENANCE WORKER</u>	<u>INCOME MAINTENANCE ASS'T</u>
Crawford	\$ 4.32	NA	NA
Richland	\$ 3.56	\$3.53 - \$4.51	NA
Juneau	\$ 3.08	NA	NA
Sauk	\$3.95 - \$4.25	\$4.20 - \$4.54	\$4.03 - \$4.32
Grant	\$2.72 - \$4.18	\$3.03 - \$4.79	\$2.90 - \$4.59
Trempealeau	NA	NA	NA
La Crosse	\$3.17 - \$3.38	\$3.73 - \$4.35	\$3.17 - \$3.38
Jackson	\$3.19 - \$4.16	\$3.66 - \$4.81	\$3.19 - \$4.16
Monroe	\$3.48 - \$3.80	\$3.78 - \$4.12	\$3.48 - \$3.80
Vernon Union Final Offer	NA	\$3.26 - \$4.28	\$ 2.98
Vernon County Final Offer	NA	\$3.20 - \$4.29	\$ 2.89

The foregoing table was constructed from evidence submitted by the Union. This table does not show all classifications in the current bargaining agreement but only those supplied by the Union. In those classifications shown the wage scale even under the Union's final offer is in most instances less than any of the other counties. The employer objects to the use of those counties as comparable however the employer did not submit any evidence of comparable counties. What the employer presented was a sheet showing Vernon and Trempealeau Counties 1977 salary schedules for social service wage rates alleging that after adjustments were made for the fact Vernon is a poorer county the employer's rates are fair. It is difficult for the arbitrator to make this adjustment since the employer did not spell out the mathematical formula to be used in the adjustment. On the basis of the above table the arbitrator concludes that the Union's final offer on wage scales for the above classifications is the more reasonable.

For those classifications in the current bargaining agreement that are not shown in the above table the arbitrator will consider those arguments advanced by the employer and the Union.

The employer introduced evidence to show that the other public employees of Vernon County were granted an approximate increase of 7% in 1977 and 7% in 1978, with the exception of the Sheriff's Department. The employer also introduced data to show that Vernon County ranks ninth from the bottom of 72 counties in per capita income. The employer argues that a higher percentage increase should be given to lower salaried positions as they have a greater need in inflationary times than those receiving higher salaries. This is reflected in their final offer of 8% increase for those employees under \$500.00 per month, 7% for those between

\$500.00 and \$750.00 per month, and 5% for those over \$750.00 per month. This percent rate increase is also shown in the employer's offer for 1979. The employer feels that it should be allowed to hire inexperienced new people at a lesser rate than those experienced as shown by their present differential in pay between their Social Workers. The employer does not want equality of pay but would rather pay based on experience and ability. The employer further argues that the public wants governmental costs to be held down per President Carter's voluntary wage proposals and Proposition 13. The employer states that the increases proposed by the Union are not reasonable in the light of other language improvements afforded the Union in the 1978 proposed contract proposal.

The Union's evidence in their exhibits allege that only three employees would benefit from the minimum offered by the employer while the Union's proposal minimums would affect 11 employees. The Union argues that wage rates in the past have been expressed by individual employees and not by classifications. It is the Union's desire to establish uniform rates for all employees with the same title insofar as entry wage rates are concerned. The Union alleges that individual rates which have been established are not applied to performance or any measurement since the jobs have never been evaluated. The Union introduced evidence to show that even tho this contract covers 1/1/78 to 12/31/79 that during the pendency of the arbitration proceedings the cost of living index has increased for the period to between 8.2% and 8.3%. The county has objected to the use of cost of living indexes in that actual costs to individuals is different and therefore cost of living indexes should not be compared to wages.

After full and painful consideration of all the relevant statutory factors to the data and evidence supplied in this case, the undersigned is of the judgment that the Union offer is by a small margin, the most reasonable based on the combined evaluation of the applicable factors. The employer's offer is less than it reasonably should be and the Union's offer is more than it reasonably should be. The hard choice arrived at by the undersigned is made on the basis of weighting the following considerations:

1. The arbitrator is by statute compelled to consider the cost of living index. The final wage offer proposed by the Union represents approximately an 8.1% increase and the final wage offer by the employer represents approximately 6.7% increase in wages. The arbitrator must consider that during the pendency of these arbitration proceedings the cost of living index reflects approximately 8.2%. This application favors the Union's offer.

2. The comparison of wages, hours, and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities slightly favors the Union's final offer.

3. Based on comparable fringe benefit data submitted by the Union the comparability of overall fringe benefits indicates a slight favorability toward the Union's offer.

4. The tax base, ability to pay, average family earnings, and economic base favor the employer's offer.

5. The present lack of information and apparent uncertainty about the Presidential voluntary wage proposal guidelines does not allow the undersigned to make any meaningful comparison between the offers.

6. The arbitrator favors the Union's offer for across the board increases at the same percent vs. the employer's offer for varying percents for employees earning different wages. Adjustments for performance and seniority are best handled by individual treatment and not percent variations based on income.

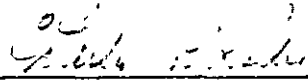
The undersigned, in balancing out the above considerations and factors, is of the judgment that the evidence and record fairly establishes the Union's offer as being the most reasonable.

In the final analysis, it therefore follows that the undersigned renders the following decision and

AWARD

That the Union's final offer be incorporated into and made a part of the collective bargaining agreement for the years 1978 and 1979.

Dated at La Crosse, Wisconsin this 1st day of December, 1978.



Charles L. Redel
Arbitrator