

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

JAN 25 1982

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of Arbitration Between

OCONTO COUNTY  
UNIFIED SERVICES BOARD

and

OCONTO COUNTY  
UNIFIED SERVICES EMPLOYEES,  
LOCAL 778D, AFSCME, AFL-CIO  
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Case XXXVIII  
No. 27297  
MED/ARB - 991  
Decision No. 18890-A

Gordon Haferbecker, Arbitrator  
January 22, 1982

APPEARANCES:

Dennis W. Rader of Mulcahy & Wherry, S.G., Green Bay, on behalf of Oconto County.  
James W. Miller, AFSCME Representative, Green Bay, on behalf of Local 778D, AFSCME,  
AFL-CIO.

BACKGROUND

In January, 1981, representatives of Oconto County and the Oconto Unified Services Employees, Local 778D, AFSCME commenced negotiations for an initial collective bargaining agreement. The parties could not reach agreement on all issues and the Union petitioned the WERC for mediation-arbitration. WERC investigator Malamud conducted an investigation in July, 1981.

Subsequently, Investigator Malamud advised the WERC that the parties had reached impasse over the following issues: management rights, probationary period, overtime, sick leave, time of negotiations, seniority, duration, weekly call-time, mileage, workers compensation, and wages. The parties submitted their final offers. The WERC advised the parties that the binding arbitration procedure set forth in Sec. 111.70(4)(cm)6, Wis. Stats. should commence.

Thereafter, Gordon Haferbecker of Stevens Point was selected by the parties as the mediator/arbitrator. He met with the parties in a mediation session on November 9, 1981. The Mediator and the parties were able to resolve all but two of the remaining disputed items: wages and mileage. The parties also agreed that changes could be made in wages and mileage in comparison with the original final offers.

On December 3, 1981, the parties met in an arbitration session to present witnesses and evidence in support of their positions. It was agreed that briefs would be sent to the arbitrator on January 8, 1982. This was done as scheduled.

THE FINAL OFFERS

Mileage: The County proposes that mileage shall be reimbursed at 20¢ per mile for the first 400 miles per month, and at 17¢ per mile for all mileage thereafter, or at the rate set by the County policy, whichever is higher.

The Union proposes that the mileage reimbursement be 20¢ per mile effective January 1, 1981.

The wage proposals of the Union and the County are shown on the next page.

Position	FINAL WAGE OFFERS				
	County-1980		Union July 1, 1980	County-1981	Union-1981
Mental Health Coordinator	1-1-80	\$14,224		\$19,659	\$19,856
	4-28-80	15,646			
	8-13-80	18,000	\$18,372		
Chemical Dependency Coordinator	1-1-80	15,540			
	5-19-80	18,000	18,372	19,659	19,856
Clinical Social Worker	7-1-80	13,500	17,000	16,287	18,287
Production Supervisor	1-1-80	12,647	15,768	12,647	17,040
Work Activities Supervisor	1-1-80	8,915	10,000	8,915	11,287
ADLS/Day Services Supervisor	10-1-80	12,000	15,768	14,748	17,040
Social Worker/Home Trainer	9-16-80	12,000	15,768	14,748	17,040
Community Support Worker	3-3-80	12,600			
	9-3-80	13,500	17,040	14,748	17,040
Chemical Dependency Coordinator <u>Schreiter</u>	1-16-80	12,000			
	7-16-80	13,500	15,768	14,748	17,040
<u>Kiefer</u>	2-1-80	13,200			
	8-1-80	13,700	15,768	14,748	17,040
Development Disability Specialist	2-1-80	13,200	15,768	14,748*	17,040
	8-1-80	13,700			

1980 Offer-  
Actual Monies Paid

\*March 11, 1981

New employees shall be hired at ten percent (10%) below the base salary of the classification. After the six (6) month probation period, the employee's salary shall be adjusted to five percent (5%) below the base salary of his/her classification. After eighteen (18) months employees shall be adjusted to the base salary of his/her classification. This provision shall apply only after June 1, 1981, and all employees hired prior to that date shall be paid pursuant to the schedule proposed by the County above.

#### STATUTORY STANDARDS

The arbitrator is required to choose the final offer of one of the parties and must issue an award incorporating that offer without modification. In reaching his decision the arbitrator shall give weight to the following factors as provided in Section 111.70(4)(cm) of the Wisconsin Statutes:

- 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 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 comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost-of-living.

- f. The overall compensation presently received by the municipal employees, 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.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public services or in private employment.

The County states that the criteria it considered most relevant to this case were d, e, f, g, and h (County Brief, p. 4).

The Union in its briefs and exhibits indicated that the most relevant criteria were d, e, f, and g.

#### COSTS OF THE OFFERS

County's Position. County Exhibits 52-59 analyze the costs of the County and Union offers. Exhibit 52 shows a \$47,843 increase in wages and benefits in 1981 over 1980, a 27.2% increase under the County offer. This assumes that employees only partially employed in 1980 were fully employed. Exhibit 54 includes only the employees working for the County from 1979 to 1981. In this analysis the 1980 percent increase is 19.13% and the 1981 increase is 28.6%.

Exhibit 57 analyzes the Union offer in a similar way. The cost increase is \$58,844 for 1981, a 30.8% increase. This assumes employees employed in 1980 were fully employed. In Exhibit 59, only employees employed for 1979 and since are considered. This shows a 24.8% increase for 1980 and a 29.6% increase for 1981 under the Union offer.

Looking at wage increases only, the County is proposing an average wage increase for employees in this unit of 14.18% (County Brief, p. 16).

Union Position. In Union Exhibit 13, the Union shows its July 1, 1980 proposed wage increases--over the County's 1980 proposal to average 9.44%, but with a range of 1.03% to 15.7% for the individual positions. The arbitrator notes that the County's 1980 figures did represent some increase over 1979 and the Union is not comparing 1979 and 1980.

Union Exhibit 14 shows the County's 1981 offer to represent a 14.9% average increase over its 1980 offer. Union Exhibit 15 shows that the Union offer represents an average increase of 8.494% over the Union's July 1, 1980 proposal.

The County has not raised the ability to pay argument but testimony at the hearing by Liska and Retzlaff showed that 55% of the income for the agency was from third party private pay clients. Other funding sources are MTA, State funding, Federal funding and grants. The total County contribution amounts to \$43,552 per year to run this agency, yet these employees are the lowest paid professional employees in the County service.

Arbitrator's Comments. Ability to pay has not been raised as an issue by either party. Under either the Union or County proposal, the 1980 and 1981 wage and fringe benefit increases are very substantial. This is due in large part to the fact that both the Union and the Employer are trying to correct some wage inequities as well as to provide a general increase.

#### THE MILEAGE ISSUE

County Position. The parties have agreed that for 1980, Unified Health Service employees should receive 20¢ per mile for the first 400 miles per month and 17¢ per mile thereafter. For 1981 the County proposes to maintain the 1980 level or increase it in the event County policy changes. The Union proposes a flat 20 cents per mile. The actual cost difference between the parties' offers equals \$695 (County Ex. 32). This difference is only .02% of the Union's total cost and .03% of the County's offer (County Ex. 52 and 57).

Under the County proposal the Unified Services employees would receive the same benefit as the Social Service employees in both 1980 and 1981. The Union's demand would mean a superior benefit to their colleagues in Social Service. The Union has argued for similarity of treatment for its employees and the Social Service employees on wages and other issues but here it is asking for a superior benefit.

County Exhibit 33 shows that the average number of miles traveled per month in 1981 by the Unified Service employees equalled 511 miles. This average was less than the average mileage traveled by both the Public Health employees and the Veterans' Service employees and it equalled the average mileage traveled by Social Service employees (County Brief, pp. 21-22).

County Exhibit 40 shows the mileage rate paid by various counties in east and east-central Wisconsin. Only one county other than Oconto had a split rate. Of the fifteen other counties shown--Forest, Vilas, and Oneida had a 25 cent mileage rate. Door had a split 22¢-19¢ rate, Lincoln was at 22¢, 6 counties were at 20¢ and 3 were at 19¢.

Union Position. The Union presented exhibits showing what it costs to own and drive a car. Union Exhibit 1 showed that it cost 29 cents per mile to drive a compact 1981 car for 10,000 miles; 21¢ for 25,000 miles. The comparable figures for an intermediate 1981 car were 32¢ and 24¢. Union Exhibit 3 showed the mileage rates paid by a few counties ranging from 20¢ to 22¢ per mile with Oconto and Door County having split rates.

Arbitrator's Comments. On the basis of internal comparisons, the County's position is the more reasonable. The Union's position would give this group of employees a superior position compared to other Oconto County employees and it would do so retroactively for all of 1981.

On the basis of comparisons with neighboring counties, the Union's position is more reasonable. More counties are at the 20 cent rate without the split rate that Oconto County has had.

The parties seem to be agreed that the mileage question is a secondary issue in this arbitration and that the decision rests primarily on the wage issue. Whichever party wins on that issue will have its mileage position accepted. In this instance, neither position on mileage is clearly unreasonable and there is a good argument for each.

#### WAGES--COST OF LIVING

In reviewing the wage issue the arbitrator will look at the various statutory criteria as presented by the parties, concluding with the most important one in this case--comparisons with the Oconto Social Services employees.

County Position. The county reviews some of the shortcomings of the Consumer Price Index. These include the fact that it is based on a fixed market basket, not taking into account changes in consumer preference. The CPI exaggerates the cost of housing. The Bureau of Labor Statistics has recognized this defect and will be revising the index, as of January, 1983, to reflect a new home ownership component.

The County notes that the CPI has been declining since January, 1980.

County Exhibits 52 and 57 indicate that both parties' offers surpass, to a significant degree, the increases on the CPI. The County's wages only increase is 7.45% greater than the January, 1981 increase in the experimental Consumer Price Index. The Union's offer exceeds the percentage increase by 10.75%.

The County also presents some alternatives to the CPI. One of these is the PCE--the Implicit Price Deflator for Personal Consumption Expenditure (PCE). Another is using area labor contract settlements as an indicator of area cost of living. The County states that when these other approaches are used, the County's offer again shows up as very reasonable.

Union Position. The Union presented an exhibit on cost of living, showing a 13.4% average increase in the CPI from 1979 to 1980, and an average 1981 increase of 10.59% for 1981 through September (Union Exhibit 2).

The Union states that cost of living cannot be seen as a major issue in this case. Part of the wage increase here is needed for internal equity and for reasonable professional wages.

Arbitrator's Comments. The parties seem to be in agreement that cost of living is not a major issue in this dispute. The average offers of the parties do meet recent increases in the cost of living and the major issue is how much of an inequity increase is needed by these employees.

While the average 1981 increases proposed by the County and the Union are above CPI increases for 1980, the arbitrator notes that the wage increase offers for some individual employees are less than the 1980 CPI increase. This is because both parties are trying to deal with inequities. In most cases the larger increases are for employees who were in lower pay ranges.

#### WAGES--PRIVATE SECTOR

County Position. The County states that the County's offer is more reasonable when compared with the wages received by private sector employees in Oconto County. While the job responsibilities of production workers in Oconto County are different than those of the Unified Health Service employees, the trend in these private settlements helps to indicate the cost of living in the area. The County surveyed 16 businesses within the County and 10 written responses were received (County Exhibit 35). Private sector increases for 1981 averaged 64¢ per hour. The County's offer of \$1.20 is almost double the private sector average. The average percentage increase in the private sector was 8.9%, compared to the 17.96% proposed by the County.

Union Position. The Union did not discuss this issue.

Arbitrator's Comments. This material further supports my comments under cost of living--that the offers of the parties do meet cost of living and the question remains as to how much of an inequity adjustment is needed.

#### WAGES--OTHER PUBLIC UNIONS IN OCONTO COUNTY

County Position. The County maintains that its wage package offer in this case is consistent with and even exceeds the economic package voluntarily agreed to by other Oconto County employees. It is difficult to compare 1979 and 1980 since 1980 is the first year of the initial collective bargaining agreement for this union. Earlier wage increases were on the basis of merit, expertise, level of experience, and contribution to the Unified Service program. Now wages have been standardized. It is therefore more useful in this case to compare the dollar and percent increase for employees in 1981, compared to 1980.

The County's offer for 1981 provides a range of increases from 7.6% to 22.9% with an average increase of 14.18%.

County Exhibits 6 through 9 outline the wage increases received by other Oconto County unionized employees. In 1981 the average wage increase on a position-by-position basis for courthouse employees was \$111 per month or 12.95%. For traffic employees, the average position increase was \$154 per month or 12.9%. Highway employees increased \$114 per month or 10.46%. The County's offer to Unified Service employees was an average of \$154 per month or 14.18% which exceeds the Courthouse, Traffic, and Highway settlements. One group, the Sheriff's Department, did have larger increases ranging from 12.7 to 25.5%.

The Union is asking for more than has been agreed to by other units in the County who employ not only the same bargaining representative but who also have a long, well-established bargaining relationship.

The County also points out that during the 1979-1981 period, it provided the same longevity benefit, health insurance, life insurance, retirement, and annual sick leave benefits to all county employees including the Unified Service employees. On two benefits, cumulative sick leave and paid holidays, the Unified Service employees had an advantage.

Union Position. The Union states that its proposal for 1981 amounts to 66¢ per hour which is the amount offered to most other county employees for 1981. The Union argues that the County's attempts at internal equity for all its employees should include bringing up the salaries of the Unified Service employees. The County has granted larger increases to the Sheriff's Department and to some Courthouse employees when needed for equity.

Arbitrator's Comments. For 1981, the County has not established a uniform pattern in all of its settlements. It has taken the inequities of individuals and groups into account. In this case, both the Union and the County have taken inequities into account in making 1980 and 1981 wage offers. It does not seem that selection of either the Union or County offer in this case would create major future collective bargaining problems for the County.

#### WAGES--OTHER COUNTIES

County Position. In selecting comparable counties for wage comparisons of Unified Health agencies, the County has considered similarities in geographic location, population, unit size, equalized property value, full value tax rates, and budget. The County views itself as most comparable to the Unified Health agencies serving Marinette, Kewaunee, Door, Trempealeau, Green and Vernon Counties and it is somewhat comparable to the agencies located in Forest-Vilas-Oneida, Lincoln-Langlade and Shawano-Waupaca Counties. It is not as comparable to Marathon or Brown County. Brown County has 31 times the staff as Oconto and Marathon County has 55 times the staff. Florence County is significantly smaller than Oconto in population and staff size.

The County contends that its wage offer of 17.9% in wages and 27.2% in total package exceeds any of the increases received by employees in comparable counties. The Union percentages here would be 21.2% for wages and 30.8% for total package increase.

County Exhibits 41-48 compare the actual positions found in Oconto County with similar positions found in the comparable counties.

The County first compared maximum salary rates with its "most comparable" counties.

Vilas-Oneida tri-county rate by \$805 in 1980 and by \$1,703 in 1981 (County Ex. 47). The Union's offer for the Adult Daily Living Supervisor exceeds the 1981 Lincoln County rate by \$6,362 and the Waupaca/Shawano rate by \$621.

The County objects to the Union's use of the North Central Unified Services Board in its comparisons because it is much larger and is the seat of a large metropolitan area (Wausau, Marathon County). The Union's 1981 offer exceeds what Brown County pays for the Community Support Worker and the Chemical Dependency Counselor (County Ex. 43 and 47).

If average salary rates in Oconto County are compared with the average rates in the "most comparable" and "comparable" counties in 1981, Oconto County exceeds the average of the other counties for 7 of the 8 positions (Employer Brief, p. 39).

The County has provided a wage increase that in the majority of positions surpasses the average increases in both the most comparable and comparable counties.

Union Position. The Union's wage comparisons are with Marinette, North-Central (Langlade, Lincoln, Marathon Counties), Shawano/Waupaca, and Door Counties. Union Exhibit 10 shows that the wages provided in the County's wage offer would be below the other counties compared for all 8 positions. Union Exhibit 12 shows that the Union offer for 1981 would put Oconto County highest in the Mental Health Coordinator and Chemical Dependency Coordinator positions and close to the others in the remaining positions.

The Union points out some of the difficulties in comparing these positions among counties. Every 51.42 Board in the State is different. Not all counties require the same type degrees or qualifications. Not all have Sheltered Workshops or Work Activities Centers as Oconto County has. They must contract for these services.

Arbitrator's Comments. The Union has pointed out some of the problems in inter-county comparisons. Comparisons are certainly more difficult and less satisfactory in results than in other unionized county positions which have been long established--such as Sheriff's deputies. A comparison of Union Exhibit 10 and County Exhibits 41 through 48 illustrates some of the problems in these comparisons.

For example, the Union says that Shawano/Waupaca and Door County have no Chemical Dependency Coordinator but the County shows a salary for that position in both of those counties (Union Ex. 10 and County Ex. 41). For Chemical Dependency Counselor the Union has a salary for Shawano/Waupaca but the County says that they do not have that position (Union Ex. 10 and County Ex. 47). For the ADLS/Day Care Supervisor, the Union has a salary figure for Shawano/Waupaca as \$17,166. The County quotes a range of \$12,688 to \$16,419 (Union Ex. 10 and County Ex. 48).

There are more discrepancies but the above illustrate some of the problems in inter-county comparisons of Unified Health Services. I am confident that both the Union and the County made a good faith effort to get good comparable data but it is difficult in this relatively new area to establish valid comparables.

Concerning the comparables, the Union has too few and as the County has pointed out, the North Central comparison with Oconto is questionable because of the very large difference in population and staff size. The County classifies North Central as a "comparable" but not "most comparable." Its inclusion by the Union is questionable because the Union has so few other counties in its comparisons. In its Exhibit 10, comparing 10 positions, the Union has only one other county to compare with in 4 of the positions and in 2 more of the positions, there are only 2 other county comparisons.

The County's comparisons are more extensive and more useful, particularly if both the "most comparable" and the "comparable" counties are included. There are some data shortcomings as noted above. Some of the counties in the County's "most comparable" list are quite distant--Green, Trempealeau, and Vernon. Some closer counties might provide better comparisons. For example, in the 8-position comparisons in County Exhibits 41-48, Vernon County has a comparable position in only 2 of the 8 positions which certainly limits its value as a "most comparable" county. In limiting some of its comparisons to the "most comparable" counties, the County doesn't have many comparables, only two or three in many instances (see County Brief, pp. 34-35). However, the County does, in its Exhibits 41 through 48, provide a wide range of data from up to 15 counties including its "most comparables" and "comparables." These are more comprehensive and useful than Union Exhibits 9-12 but there are still data inadequacies as indicated earlier.

Overall, the arbitrator finds that the Union has not established that the County's 1980 and 1981 wage offer place these Unified Health Service employees in an inferior position compared to a significant number of other counties. The County's more extensive comparison (County Brief, p. 39) does show the County's 1981 offer to compare favorably with average salaries in the comparable and most comparable counties.

There is one position in the Unified Health Service group which seems grossly underpaid using the County's data. That position is the Clinical Social Worker (see County Brief, p. 39 and County Exhibit 46). The inequity there should be considered in 1982 bargaining.

WAGES--COMPARISON WITH SOCIAL SERVICE EMPLOYEES

I think that both parties would agree that this comparison is crucial and central to the dispute between the parties. The arbitrator agrees that that is the case. The parties are quite close in their proposed 1981 salaries for the Mental Health Coordinator and the Chemical Dependency Coordinator. A major element in the wage dispute is the Union's request to peg 7 of the Unified Services positions at a 1981 salary of \$17,040, which is the maximum salary for a Social Worker II in Oconto County. The County's 1981 offer for 6 of these positions is \$14,748 which is the actual salary of an Oconto County Social Worker II in 1981.

County Position. The Union is proposing a 1981 monthly salary of \$1,524 for the Clinical Social Worker. This exceeds the maximum rate for a Social Worker III. The individual in this position must have a Bachelor's degree, three years of experience as a social worker, 12 graduate credits from an accredited school of social work and 255 hours of required specified staff development. The Social Worker III in addition to a more complex case load must participate in supervision and take on additional administrative duties. In contrast a Clinical Social Worker in Unified Health Services need have only two years of experience in mental health or a related field and there is no requirement for additional specified staff development courses. The Clinical Social Worker does not have supervisory and major administrative responsibilities but the Union wants to compare the position with the Social Work Supervisor. The County concludes that there is no basis for the Union claim to pay the Clinical Social Worker at a higher rate than the Social Worker III or the Social Work Supervisor.

Concerning the other comparisons with Social Worker II, the County points out that the Social Worker II must have a minimum of six months of experience and 180 hours of additional social service training. In the Unified Services unit, only the ADLS Instructor and the Production Supervisor are required to have a specified period of previous experience. The positions of Community Support Worker, Social Worker/Home Trainer, Chemical Dependency Coordinator and Developmental Disabilities Specialist need have no previous experience. For the two positions that require additional training--Social Worker/Home Trainer and Chemical Dependency Coordinator--only 40 hours of additional training are required to maintain their certification. It would take them four and one-half years to meet the additional training requirement of 180 hours for the Social Worker II. As of the date of the hearing, the Chemical Dependency Coordinator still had to complete 28 of his required 40 hours to maintain certification.

The County states that the Union has requested that both the Chemical Dependency Coordinator and the Mental Health Coordinator receive more pay than the Social Work Supervisor but the positions are similar in educational requirements and administrative responsibilities.

The Union has based its final offer on the maximum wage ranges established by the County for the Social Service Department. While the County has established wage ranges as guidelines, the actual wages earned by Social Service employees do not, in most cases, equate to the maximum. County Exhibit 11 outlines the actual earnings of the Social Service employees for both 1980 and 1981. The Union has demanded \$17,040 for 1981 for six positions. This exceeds the \$14,748 actually earned by the Social Worker II by \$2,292. The \$18,287 proposed for the Clinical Social Worker surpasses the annual earnings of any of the Social Worker III's employed by the County (\$17,734, \$17,734 and \$18,168 as shown in County Ex. 11). On the basis of the job descriptions, the Union has not justified its exorbitant demands.

Even if the arbitrator held the Union positions to be comparable to the Social Service Department, the County's offer conforms more closely to the actual earnings of Social Service employees. The County's 1981 offer for the six positions equals the actual earnings of the Social Worker II in 1981.

The Union initially argued that Unified Health Service employees should be paid on a par with Social Service employees. By the end of the arbitration hearing they claimed that they should be paid more.

Union Position. The Union argues that the Clinical Social Worker position requires a Master's Degree in Social Work and two years of experience in mental health and the County wants to pay \$13,500 for 1980 and \$16,237 for the year 1981; less than a Social Worker II (maximum) and less than other employees are paid for the same type of degree.

For the group of positions for which the Union requests the Social Worker II maximum, a Bachelor's degree in Social Work is required--except for the Chemical Dependency Coordinator.

The Union in its brief and at the hearing argued that the Social Service Workers treat the situation and Unified Services treat the individual. Employees of the Social Services Department look to a book of rules or regulations to determine how the client should be helped but Unified Service employees deal with the client's individual physical and emotional problems. Employees who have similar qualifications, similar degrees, similar responsibilities should at least be paid the same.

The Union argues also that the County has had a high turnover rate for the Unified Services employees; seven have two or less years of service.

Arbitrator's Comments. There was not much discussion at the hearing or in the briefs as to why the Union pegged much of its wage demand to the maximum Social Worker II salary rather than the actual salary. Not much information was provided as to why the Social Services salaries are so much below the maximums. We do not know whether Social Services actual salaries in Oconto County are low in comparison to actual salaries in comparable counties.

It is clear that the Union is asking higher salaries for 1981 for the majority of the members of this unit than the actual salary being paid to a Social Worker II in 1981. The Union has asked for equity with Social Services employees and the County is offering 1981 salaries to most Unified Service employees that are equal to the actual Social Service II salary. The County is offering equity as far as salaries actually paid are concerned. There would no doubt be serious morale problems in Social Services if the Union's wage offer were accepted. It would put many of the Unified Services workers above the Social Services employees in 1981 salary. The Union has not justified such a condition.

While the degree requirements are similar for many of the Social Services and Unified Services positions, there are significant differences in the experience and continuing education requirements for many of the positions. Generally, the Social Service positions require more experience and have a higher continuing education requirement.

Overall, I find the County's arguments on the matter of comparability between Social Services and Unified Services to be more persuasive. The Union has not justified its wage demand on the basis of the internal comparison.

#### CONCLUSION

This has been a long drawn-out dispute. We are determining wages for 1980 and 1981 but this is 1982. Much of the difficulty I am sure was due to this being the first contract between the parties and to the large number of issues to be resolved. The parties are to be commended for having resolved most of the issue prior to the December, 1981 hearing. I hope that 1982 negotiations will move along faster.

I have discussed the various statutory criteria for the arbitrator's decision. It appears that in this case the most important are the inter-county comparisons and the internal comparisons with Oconto County Social Services. On the inter-county comparisons, the County has shown its position to be a little more reasonable but as I noted, there were problems with some of the data. On the matter of comparisons with Social Services, I find the County's position to be clearly more reasonable. Taking actual Social Services salaries, it has provided the equity the Union sought.

Thus, on the basis of inter-county comparisons and internal comparisons, I find the County position to be more reasonable. When all of the other criteria are considered-- cost of living, other public and private settlements, total costs and benefits, the County's offer, overall, is still the more reasonable of the final offers of the parties.

#### AWARD

The Final Offer of Oconto County (mileage, wages), along with the previous stipulations of the parties, are to be incorporated into the 1980-81 collective bargaining agreement between the Oconto County Unified Services Board and the Oconto County Unified Services Employees, Local 778D, AFSCME, AFL-CIO.

1-22-82

Gordon Haferbecker  
Gordon Haferbecker, Arbitrator