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WISCONSIN EMPLOYMENT RELATIONS COMMISSION  
BEFORE THE MEDIATOR-ARBITRATOR

NOV 12 1982

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Arbitration Between  
COLUMBIA COUNTY (SOCIAL SERVICES)  
and  
LOCAL 2698-A, AFSCME, AFL-CIO  
\* \* \* \* \*

\* Case XLV  
\* No. 29050  
\* Decision No. 19608-A  
\* MED/ARB 1502  
\*  
\* OPINION AND AWARD  
\*

APPEARANCES:

For the County: James R. Meier, Corporation Counsel,  
Columbia County, Portage

For the Union: David Ahrens, Staff Representative,  
Wisconsin Council 40, AFSCME, AFL-CIO, Madison

BACKGROUND

On December 23, 1981, Columbia County (referred to as the County or Employer) filed a petition with the Wisconsin Employment Relations Commission (WERC) requesting that the Commission initiate mediation-arbitration pursuant to Section 111.70(4)(cm)(6) of the Municipal Employment Relations Act to resolve a collective bargaining impasse between the County and Local 2698-A, AFSCME, AFL-CIO (referred to as the Union).

On May 17, 1982, the WERC found that the parties had substantially complied with the procedures set forth in Section 111.70(4)(cm) required prior to the initiation of mediation-arbitration and that an impasse existed within the meaning of Section 111.70(4)(cm)(6). On June 2, 1982, after the parties notified the WERC that they had selected the undersigned, the WERC appointed the undersigned to serve as mediator-arbitrator to resolve the impasse pursuant to Section 111.70(4)(cm)(6)(b-g). No citizens' petition pursuant to Section 111.70(4)(cm)(6)(b) was filed with the WERC.

By agreement, the mediator-arbitrator met with the parties on September 2, 1982 to mediate the dispute. The parties were unable to settle their dispute in mediation. By agreement, an arbitration meeting (hearing) was then held that day in Portage, Wisconsin, at which time the parties were given a full opportunity to present evidence and make oral arguments. Post hearing briefs were filed with and exchanged by the arbitrator.

STATUTORY CRITERIA

In resolving this dispute, the mediator-arbitrator is directed by Section 111.70(4)(cm)(7) to consider and 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 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.

- 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 service or in private employment.

#### ISSUES AT DISPUTE

Two issues remain unresolved: 1982 wages and overtime accumulation and compensation. The Employer's final offer is for a wage increase of 45 cents per hour, effective January 1, 1982 and an increase of 5 cents effective July 1, 1982. As to overtime, the Employer proposes no changes in existing Section 6.4. The Union's final offer is for an across the board wage increase of 6% effective January 1, 1982 and an increase of 3% effective August 1, 1982, calculated on December 31, 1981 wage rates. The Union's final offer relating to overtime accumulation and compensation is as follows:

Section 6.4: Overtime begins at 4:30 p.m. All hours after 4:30, approved by supervisor, shall be paid at time and one-half in compensatory time. After earning 37-1/2 hours in comp. time in a calendar year, employees will work overtime at straight time rate.

#### POSITIONS OF THE PARTIES

##### The County

The County relies upon two statutory criteria to support its final offer: cost of living and comparisons of total compensation between bargaining unit employees and other county employees as well as comparisons with similarly situated employees in Sauk County, the agreed upon comparable.

As to cost of living, based upon Union introduced CPI data, the Employer argues that its offer more closely approximates either the 2.9% annual figure applicable to the counties of Milwaukee, Ozaukee, Washington and Waukesha or even a figure of 6.35%, the midway between the Milwaukee SMSA and the higher Minneapolis-St. Paul SMSA. Partially basing its computation on Union calculations, the County figures that its offer provides an increase in excess of 6% in contrast to the Union's 9% increase. In passing, the Employer notes the "inflated aspects" of the CPI.

The Employer's main argument relates to the favorable total compensation package of Columbia County social workers compared to other County employees and to Sauk County social workers. More specifically, the County notes that the only County bargaining unit which enjoys the favorable employer contribution to health insurance premiums, highway employees, settled for a 1982 wage package which closely tracks the Employer's final offer herein. As to other County employees, they are required to contribute more toward health insurance premiums than is required for members of this bargaining unit. The County believes that its present offer must be considered in light of the very favorable health insurance premium contributions it makes and will continue to

make during 1982 for members of this bargaining unit; in that regard it emphasizes equitable treatment for all county employees for this calendar year.

As to the external comparison with Sauk County social workers, the only relevant comparable determined by stipulation of the parties, the County argues that its offer as calculated at the top step of the Social Workers II classification exceeds the 1982 hourly average pay of Sauk County's 9 Social Worker IIs (at top step) and its 3 Social Worker IIIs (at top step). Therefore, under the County's final offer, Columbia County Social Worker IIs are more equitably compensated than Sauk County social workers. In addition, the County notes that when total compensation is considered, social workers employed by Columbia County are significantly better off economically than those employed by Sauk County. For these reasons, the Employer believes its final offer should be selected.

#### The Union

The Union believes that its offer should be selected based on internal and external comparisons and increases in the cost of living. It first argues that the Employer's final offer is less than other County settlements in 1982 and that this results in inequitable treatment of social workers under the County's final offer.

As to the agreed upon comparable, Sauk County, the Union believes that Columbia County Social Worker IIs perform the same job duties and responsibilities as Sauk County Social Worker IIIs and, therefore, wages of Social Worker IIIs in Sauk County is the appropriate comparison. Under that comparison, the Union's final offer is more reasonable.

Further, the Union believes that benefits received by some or all bargaining unit members, such as "beeper" pay and health insurance, which pre-dated the collective bargaining relationship, should not be considered in comparing compensation of Columbia County social workers with compensation paid by Sauk County to its social workers.

Finally, the Union cites a 5.4% CPI increase for the first 6 months of 1982 and an increase of 9.3% in the preceding year (non-metro urban/North Central Class Size D for Urban Wage Earners and Clerical Workers) as additional justification for its wage offer noting the continuing deterioration of real income because of continual inflation and the absence of interest on retroactive pay.

As to its overtime demand, the Union argues that it is justified on the basis that Columbia County Highway, Home and Sheriff's Departments and Sauk County social workers all receive time and one-half after eight or 40 hours plus other internal and Sauk County comparables for other aspects of its overtime accumulation and compensation proposal.

Fall all these reasons, the Union concludes that its offer should be selected.

#### DISCUSSION

In the judgment of the parties, the primary issue in dispute here is 1982 wages. Very little attention was devoted in the arbitration proceeding to the overtime issue. A single external comparable, Sauk County, was agreed upon as appropriate. This dispute, therefore, is narrowly focused around two distinct sub-issues. (There is no issue here of ability to pay and only secondary reliance upon current cost of living data.) First, since Sauk County has three classifications of social workers, I, II and III, while Columbia County has only two classifications, I and II, are comparisons most appropriately made between Columbia County Social Worker IIs and Sauk County Social Worker IIs, or IIIs, or some combination thereof? The County argues that Columbia County Social Worker IIs should not be compared with Sauk County Social Worker IIIs because the latter are required to meet certain educational and other requirements not applicable to or held by Columbia County social workers. Moreover, Sauk County Social Worker IIIs, according to the Employer, specialize in or concentrate on the most difficult cases unlike the situation in Columbia County where the case load is equitably assigned. State Department of Health and Social Services

data indicate that overall the number of cases per social worker in Sauk and Columbia Counties is substantially equal.

In addition to this dispute, the parties also disagree over the Employer's total compensation approach which results, according to Employer calculations, in an additional 39 or 43 cents per hour advantage for Columbia County social workers over their Sauk County counterparts. (Compensation for juvenile on call workers in the form of "beeper" pay accounts for a substantial proportion of additional cost as calculated by Columbia County.) Columbia County contributes more toward its social workers' health insurance and life insurance benefits than does Sauk County for its social workers.

The undersigned believes that the County's reliance upon a total or overall compensation approach is well justified. A comparison of wages alone without a realistic costing of other economic benefits received by employees gives an incomplete picture. Indeed, MERA specifically directs that weight must be given to such an analysis. In addition, it appears appropriate in such an approach to apply a broad definition of fringe benefits and to consider benefits that may have pre-dated bargaining but are continued after the establishment of the bargaining obligation. Utilizing the basic approach of the County, the undersigned concludes that traditional fringe benefits received by social workers in Columbia County are superior to those received by social workers in Sauk County by 13 cents per hour, excluding "beeper pay" from this calculation. When "beeper pay" is added, then the total difference is increased to approximately 40 cents per hour. When this figure is applied to the final wage offers of the County and the Union, the Union's final offer approaches (on 1/1/82) and then exceeds maximum (on 8/1/82) 1982 wages for Sauk County Social Worker IIIs; the County's final offer comes close to Sauk County Social Worker IIIs 1982 total compensation during all of 1982, although it never exceeds it. Even without considering total compensation figures, the County's final wage offer exceeds Sauk County Social Worker II wages.

Given the favorable fringe benefit package received by Columbia County social workers, the only way that the Union might prevail in this proceeding is to establish that Columbia County Social Worker IIs are the substantial equivalents to Sauk County Social Worker IIIs as to qualifications and job duties and that they are more qualified and/or perform increased job responsibilities when compared to Sauk County Social Worker IIs. This has not been established in this proceeding. For this task, written job descriptions must be supplemented by detailed, expert comparisons. Without such evidence, the undersigned concludes that a reasonable 1982 wage for Columbia County Social Worker IIs would be somewhere between present rates for Social Worker IIs and IIIs in Sauk County since they appear to share a substantially similar overall case load. Thus given the evidence submitted, the Employer's offer more closely approximates equity with Sauk County social workers than does the Union's offer.

Turning to the overtime issue, the scant evidence presented favors the Union's position. However, as noted above, the parties themselves considered overtime to be an issue secondary to the wage dispute. For this reason, the wage issue and not the overtime issue will be determinative as to which party's final offer will be selected.

#### AWARD

Based upon the evidence and arguments presented by the parties, the statutory criteria contained in §111.70(4)(cm)(7), and the above discussion, the undersigned selects the final offer of the Employer and directs that it be incorporated into a collective bargaining agreement along with all already agreed upon items.

Madison, Wisconsin  
November 1, 1982

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June Miller Weisberger  
Mediator-Arbitrator