

32, 1988

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

BEFORE THE MEDIATOR/ARBITRATOR

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In the Matter of the Mediation/  
Arbitration Between  
BARRON COUNTY  
and  
BARRON COUNTY SOCIAL SERVICE  
EMPLOYEES, NORTHWEST UNITED  
EDUCATORS  
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Voluntary Impasse Procedure

APPEARANCES: ALAN D. MANSON, Executive Director, Northwest  
United Educators, appearing on behalf of the  
Union.

Mulcahy & Wherry, S.C., Attorneys at Law, by  
BRUCE A. BARKER, appearing on behalf of the County.

ARBITRATION AWARD

Barron County, hereinafter referred to as the County or  
Employer, and Barron County Social Service Employees, Northwest  
United Educators, hereinafter referred to as NUE or the Union,  
were unable to agree upon all of the terms and provisions to be  
included in their new, 1982 Collective Bargaining Agreement,  
which was to replace their expired agreement. The parties initially  
proceeded under the provisions of Section 111.70(4)(cm)6. of the  
Wisconsin Statutes, for purposes of resolving said dispute.<sup>1/</sup>  
During the course of said proceedings the parties resolved all  
but one issue in dispute and thereupon entered into a voluntary

1/ Barron County (Department of Social Services) Case XLI, No.  
29361, Med/Arb 1580.

impasse procedure, pursuant to the provisions of 111.70(4)(cm)5. of the Wisconsin Statutes, for purposes of resolving the remaining issue in dispute. Pursuant to the terms of said voluntary impasse procedure, the parties selected the undersigned, from a panel of mediator/arbitrators provided by the Wisconsin Employment Relations Commission (WERC). Under the terms of said procedure the parties waived mediation and hearing in the matter and submitted their exhibits directly to the undersigned on June 2, 1983. Thereafter, the parties submitted their briefs in the matter, which were exchanged on July 15, 1983. The Union filed a reply brief which was received on July 21, 1983, and the Employer thereafter notified the undersigned that it would not be filing a reply brief. Full consideration has been given to the arguments and evidence presented in rendering the award herein.

#### THE ISSUE IN DISPUTE

The stipulations of the parties reflect that they have agreed that Addendum I - Salary Schedule contained in the agreement should be revised by increasing all wage rates by 8.5% effective February 15, 1982. That agreement along with the other agreements reflected in the stipulation between the parties, has already been implemented. The sole remaining issue in dispute relates to the Union's request that the eight income maintenance workers covered by the terms of the agreement, should receive an additional 3% increase in wages retroactive to February 15, 1982.<sup>2/</sup>

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<sup>2/</sup> The wording of the final offer was somewhat unclear as to the effective date and wage base to be utilized for purposes of computing the additional 3%. However, both parties are in agreement that the proposed 3% increase would apply to the wage base of \$1,019 per month implemented on February 15, 1982 and would be retroactive to that date.

The monthly wage rate provided for income maintenance workers at the end of 1982 was \$939.00. Under the terms of the across the board 8.5% increase implemented on February 15, 1982, that monthly rate was increased to \$1,019.00. In its final offer the Union proposes an additional 3% increase to be applied to the \$1,019.00 base, retroactively to July 15, 1982. Both parties agree that when this additional 3% increase is rounded to the next dollar, it would generate a base of \$1,050.00 under the Union's offer. Under the County's final offer no additional adjustment would be made in the \$1019.00 per month base salary for income maintenance workers under the terms of the 1982 agreement. The actual dollar difference between the parties' final offers for the year 1982, in terms of wage base alone, is somewhat in excess of \$2,600.00. In terms of salary base lift for future years, the County's proposal would provide an 8.5% lift, whereas the Union's proposal would provide a lift somewhat in excess of 11.8%.

#### UNION'S POSITION

According to NUE, it has proposed an additional 3% increase in the case of income maintenance workers in order to "begin to bring the wage rates for the Barron County IM workers into line with income maintenance workers in comparable counties". It maintains that such offer is justified by the fact that, among the counties deemed comparable by the Union, the Barron County wage rate for income maintenance workers is the lowest, and would remain so even if NUE's offer is awarded. Further, according to NUE, a detailed analysis of the comparable wage rates for income

maintenance workers, both in comparison with other income maintenance workers and other Social Service Department employees, reveals that the Barron County wage rate for income maintenance workers is notably out of line in its below average position, and that the modest 3% catch-up proposed by NUE is justified.

According to NUE, the most appropriate comparables for Barron County are four of the contiguous counties consisting of Chippewa, Dunn, Polk, and St. Croix. According to the Union, the other four contiguous counties (Burnett, Rusk, Sawyer, and Washburn), which the County contends are equally comparable, are not, in fact, comparable. The Union relies upon a number of Union and County exhibits in support of this contention.

According to the Union, a look at the population, equalized valuation, tax rate, and per capita income data for the eight counties in question, demonstrates that they should be divided into two groups, and that Barron County emerges as being most comparable with the four largest of these eight counties. On the basis of population, the 1980 average of the four largest counties was 40,559, whereas that of the four smallest was 13,487. Barron County's 1980 population of 38,730 places it very close to the average of the four counties proposed by NUE and is nearly three times the average size of the four counties proposed by the County. Per capita income data reveals that the average for the four counties proposed by NUE is \$5,431.00, whereas the average for the smaller counties proposed by the County is \$4,334.00. Barron County's per capita income for the period in question was

\$5,174.00 and was therefore closer to the average of the larger four counties. Barron County's equalized valuation for tax purposes was \$987,717,910, which is much closer to the equalized valuation for the four larger counties (\$984,387,000), and much greater than the equalized valuation of the four smallest counties (\$408,792,000). Tax rates for 1982 reflect an average rate of 19.97 for the four larger counties and a tax rate of 18.84 for the four smaller counties. Barron County's tax rate of 19.81 is closer to the rate for the four larger counties.

Additional data submitted by the Union also reflects that, based on work load and the number of applications for financial assistance, Barron County is more comparable to Chippewa, Dunn, Polk, and St. Croix Counties than the other four counties in question. This data, which reflects the work load and annual application data for all 72 Wisconsin counties, demonstrates that Barron County, which handles 1.03% of the statewide work load, is very comparable to the four larger counties which average 1.05% of the statewide work load, compared to the four smaller counties which average .45% of the same work load. Similarly, the data with regard to 1982 annual applications for financial assistance, establish that Barron County with 1.11% of said applications is quite comparable with the average of the four larger counties (.97%) and is not comparable with the four smaller counties with an average of .47%.

According to NUE, the available wage rate comparisons, including those submitted by the County, support the Union's final

offer. Thus, using all eight counties, as the County would prefer, the Union's offer of \$1,050.00 per month is \$40.00 per month below average, while the County's offer of \$1,019.00 per month is \$71.00 per month below average. While both offers would continue to cause income maintenance workers to maintain a rank of six out of nine among the comparables, NUE points out, that the Barron County wage rate was \$41.00 per month below average in 1981.

Utilizing the four county group which the Union argues is most comparable, the data establish that in 1981 the average rate for income maintenance workers for the four largest counties was \$1,058.00 per month compared to \$939.00 per month in Barron County, for a difference of \$119.00 per month. In 1982 the four county average was \$1,173.00, which is \$123.00 per month more than the Union's offer of \$1,050.00 per month and \$154.00 more than the County's offer of \$1,019.00 per month. Barron County would continue to rank five out of five under either proposal.

According to the Union, there are two factors which should be considered when making these direct comparisons. The first consideration is the Union's claim that the maximum 1982 wage rate for Chippewa County was actually \$1,309.00 per month not \$1,128.00 as reflected in the exhibits. (The higher rate is the rate paid for the two lead workers in Chippewa County and the lower rate is the rate paid to the ten income maintenance workers in Chippewa County.) If the higher wage rates were used in the case of Chippewa County, the relative position in Barron County would

be even worse, according to the Union.

The second factor which should be considered in evaluating the comparisons according to the Union, relates to the differences in the hourly rates because of differences in the work week. According to the Union, when the monthly figures are translated into hourly rates, the results still favor NUE's final offer even though Barron County has one of the shortest work weeks (35 hours) among its comparables. Thus, in 1981 the hourly rate for Barron County income maintenance workers was \$6.19 per hour, compared to an average rate of \$6.53 per hour or \$6.85 per hour (if the lead worker rate in Chippewa County is utilized). Barron County was therefore between 34 and 66 cents per hour below average in 1981 in terms of hourly wage rates. When compared to the same group for 1982, the NUE offer of \$6.92 per hour leaves the County's rate between 31 cents and 57 cents per hour below average. The County's final offer of \$6.72 per hour would allow the hourly rates to slip even further behind the average at somewhere between 51 and 77 cents per hour (depending upon which Chippewa County rate is utilized for comparison).

According to NUE, its 3% additional raise translates into a very slight improvement from between 34 and 66 cents per hour below average to 31 to 57 cents per hour below average. Therefore, the "catch-up" asked for, if awarded, would provide an above average increase of from 3 to 11 cents per hour and still leave the eight Barron County income maintenance workers at least 31 cents per hour (or \$564.00 per year) below average. The negative gap between the

Barron County rate and the average of the comparables, is closed by only 3 cents per hour or \$54.60 per year when the rates from the County's exhibits are utilized.

As a final basis of comparison, NUE analyzes the relationship between the average wage rates paid for all Social Service Department positions by the four largest counties and the wage rates paid by the County to all of its Social Service Department positions for purposes of illustrating which positions are compensated at a rate that is above average and which positions are compensated at a rate which is below average. Based on both a monthly rate and hourly rate comparison, the Union argues that its analysis demonstrates that, of all of the positions in question, the income maintenance worker in Barron County is the furthest from the average. This analysis also shows that the modest nature of the Union's proposed 3% additional increase will still leave the income maintenance worker rate at one of the lowest positions in terms of its deviation from average. Thus, under either final offer, the income maintenance workers will continue to be compensated at a rate which is below average, whether measured on an hourly or monthly basis, whereas the three professional positions (Social Worker I, II, and III) will be compensated at a rate that is either above average or close to average, when measured on an hourly or monthly basis.

According to NUE, the income maintenance worker holds a position which requires a combination of skills, including the ability to work with clients as well as the ability to work with



complex statistical formulas. The job is neither professional nor clerical in nature and represents the transition point between the professional and clerical workers. Thus, where there is a difference in the pay policy with regard to the two groups, as the Union's data suggests there is in Barron County, the paraprofessional income maintenance worker should receive a rate that is somewhere in between in terms of its deviation from average. However, this is not so, according to the Union's data. Rather than providing a bridge between the social worker group and the clerical group, the income maintenance rate in Barron County in 1981, and under the County's 1982 offer, causes said employees to remain the furthest below average of all of the workers. While the Union's offer would only slightly modify this discrepancy, the data clearly support the Union's catch-up argument.

According to the Union, the basic wage rate comparisons discussed above should suffice to determine the outcome of this proceeding. However, the Union offers the following arguments with regard to the other statutory criteria:

1. The appropriate period for purposes of measuring relevant changes in the cost of living factor is from December 1980 to December 1981 and the data submitted by NUE demonstrates that the relevant increase in question was somewhere between 9.4 and 9.6%. Therefore, the additional 3% increase, over and above the 8.5% increase already implemented, can also be justified partially on the basis of the cost of living factor.

2. The local economy in Barron County, as evidenced by news

reports and the reasoning of Arbitrator Yaffe in a case involving the Rice Lake School District<sup>3/</sup>, was not as adversely affected by the recession as were other areas of the state and nation. Therefore, the small cost of the catch-up proposal herein, is not contra indicated by the economic conditions in Barron County.

3. According to figures compiled by the State of Wisconsin, Barron County ranks 51 out of 70 in terms of compensation paid to income maintenance workers. The primary comparables relied upon by the Union, all rank higher than Barron County and even two of the four smaller counties relied upon by the County rank higher than Barron County. The Union's effort to provide a minimal improvement in the income maintenance worker wage rate may well not improve Barron County's ranking statewide, but given the low wage rate already paid for this very important position, "to allow the low rate to stagnate or slip even lower is not in the best interests of the Employer, the employees, and the people who are served by Barron County government."

NUE makes two arguments in response to arguments made by the County in its brief. First, on the question of the appropriate comparables, the Union takes issue with a statement contained in the County's brief to the effect that the County has, in three prior arbitration cases, proposed an identical pool of comparables and had its proposed pool of comparables accepted by the arbitrator.

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<sup>3/</sup> School District of Rice Lake; Decision No. 19977-A, dated May 9, 1983.

Specifically, NUE points out that Arbitrator Imes, in one of those cases<sup>4/</sup> rejected the County's argument that the four smaller counties should be treated as the primary set of comparables and accepted NUE's contention that the four larger counties are more similar to Barron County and should be considered the primary comparables. Secondly, the Union takes issue with the manner in which the County makes its wage comparison. The Union notes in this regard that charts utilized in the Employer's brief simply focused on the County's rank of six out of nine in terms of compensation paid to income maintenance workers. While NUE acknowledges that neither final offer would result in a change of rank, it argues that a "closer look" is required for purposes of determining the issue of comparability. It argues in that regard as follows:

"A closer look is possible when the magnitudes of the actual wage rates are compared, as in Appendix A of NUE's brief. If there is, as it appears, enough room between 5th and 7th place to accommodate both final offers, then what must be studied is how far both final offers are below average, and how close each is to moving either to 5th or 7th rank. Employer exhibit #18 shows that the three counties below Barron County are Burnett, Washburn, and Rusk, all of which are of secondary comparable worth if NUE's proposed comparables are adopted. It also shows that the Employer's final offer is within \$3 per month (Burnett) of the 7th rank, in 1979 Barron was \$58 per month above the 7th rank.

"NUE's 1982 offer is \$123 below the average of the four county base of Chippewa, Dunn, Polk, and St. Croix. The County offer is \$154 below this average. In 1979 the Barron County IM wage was \$103.50 below this average.

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<sup>4/</sup> Barron County (Sheriff's Department) Decision No. 18437-A (7/81).

"Even when the questionable eight county comparison is used, the specific statistics support NUE's offer. The Barron IM rate was \$26 per month below the eight county average in 1979; in 1982 it will be \$40 below average if NUE's offer is selected, and \$71 below average under the Employer's offer.

"The closer look made necessary by the similar fact that the final offers emerge with the same rank under the Employer's comparison makes the following observation noteworthy: Using Employer Chart 4, since 1979 the Barron County Social Service rates have increased rank in three classifications, stayed the same in five, and declined in one--the IM Assistant position. NUE exhibit #1 reveals that there have been no IM Assistant Workers in Barron County since 1982. Thus there has been a relative improvement for Barron County Social Service wage rates relative to the eight county base; and thus the NUE offer for the IM rate, which would not increase its rank and would only serve to keep it from falling further behind the average, is supported by these other improvements.

"Not only is it obvious that the simple rank comparison made by the County is too broad to make meaningful distinctions between the final offers, but it is also obvious that whenever a detailed qualified analysis of the amounts in the final offers is made, there is clear justification for the modest catch-up proposed by NUE."

#### EMPLOYER'S POSITION

While the County acknowledges that all of the statutory criteria are controlling for purposes of resolving the instant dispute, it notes that five of those criteria (or portions thereof) are important for purposes of resolving the instant dispute. Those are, according to the Employer, as follows:

- "1. The interests and welfare of the public.
- "2. Comparisons with wages of employees performing similar services in the public employment, other employees generally in public employment in the same community and in comparable communities.
- "3. The average consumer price for goods and services.
- "4. Changes in any circumstances during the course of the proceedings.

"5. Other factors which are normally or traditionally taken into consideration in the determination of wages through voluntary collective bargaining, mediation and arbitration."

According to the County, its offer represents a more reasonable offer in light of internal settlement patterns. In this regard the Employer notes that its offer to the income maintenance workers is identical to the offer which has been implemented in the case of all other County employees who are represented by Unions. According to the County, arbitrators have recognized the importance of internal settlement patterns and their effect on the bargaining relationship. According to the County, the Union has offered no credible evidence in support of its demand that one employee classification should receive an increase which greatly exceeds the increases offered and voluntarily agreed to by all other Barron County employees. Relying on the decision of Arbitrator Rice in City of Milwaukee, Decision No. 17197 (5/80), the County contends that: (1) voluntary agreements reached with the same employer through free collective bargaining represent the best evidence of what is fair and reasonable; and (2) both unions and employers would be discouraged from reaching voluntary settlements if both sides were free to utilize the mediation/arbitration process to shop for an arbitrator who might afford them a more favorable agreement.

According to the County, a review of the fringe benefits of all Barron County employees supports the County's final offer. This review demonstrates, according to the Employer, that the County has established near uniformity in the benefits afforded the various groups of employees covered by collective bargaining agreements.

Further, arbitrators have recognized the importance of internal comparisons for purposes of evaluating the fairness of an offer. In this case, the County has established, through its exhibits, the uniformity and consistency of its wage and fringe benefit policies and it would therefore be disruptive of the County's efforts to maintain a uniform standard of settlement and fringe benefit levels if the arbitrator were to award the Union's final offer in this case. Further, according to the County, the Union has failed to establish any justification for the additional compensation it has demanded for the income maintenance workers. The County points out, that as a general rule, arbitrators are unwilling to change working conditions in the absence of an affirmative demonstration by the moving party. Since there is no justification for the additional increase sought by the Union in this case, Barron County should not be penalized for attempting to follow the guidance of arbitration decisions which reflect the importance of consistency in the granting of wages and fringe benefits to employees.

With regard to the issue of the appropriate group of comparables, the County makes a number of arguments in support of its position that the comparable group consists of the eight counties which are contiguous to Barron County. First, the County notes that other arbitrators have addressed the issue of comparability and have recognized the importance of both geographic proximity and population in determining the appropriate group of comparables. In this case all of the counties in question are contiguous to

Barron County. The population figures for the counties in question range from 51,702 to 12,340. The average population for 1980 was 27,023, which is not far from the population of Barron County, 38,730. The County has made no effort to distort the comparison by including only those counties which are substantially larger or smaller than Barron County and has provided a group of comparables which represent a fair cross section of counties in the area and is not so limited as to result in an insufficient basis for comparison. Based on equalized valuation figures, Barron County, with an equalized value of \$987,717,910, ranks third of the nine counties deemed comparable by the Employer. Based on full value tax rates, Barron County is quite close to the average rate of \$19.41, which was levied in 1981 and collected in 1982. Finally, the County argues that "historical continuity" supports its group of comparables since the County proposed an identical pool of comparable counties in three prior interest arbitration cases and the arbitrators adopted the counties' proposed group of comparables in all three of those cases.

In contrast, according to the County, the Union has created an overbroad statewide pool of counties that they rely upon as comparable in certain exhibits. Arbitrators in other proceedings have rejected the utilization of statewide comparables because such utilization would ignore the economic and political diversity of the state. Therefore, this effort to utilize statewide comparables should be rejected in this proceeding as well.

According to the County, an analysis of the monthly wages received by comparable social services employees reveals that the

County's wage offer is the more reasonable offer because it maintains the comparative ranking of Barron County among the comparable counties for 1982; it is more reasonable when compared with the historical ranking of other social services employees in Barron County; and the Union cannot justify its excessive wage offer on the basis of "catch-up."

In support of these arguments, the County points out that the rank of Barron County income maintenance workers has been six out of nine since 1979 and would remain so under the County's final offer, as well as the Union's final offer. Thus, despite the Union's demand for an additional 3% adjustment, the County's comparative ranking would not improve under the Union's final offer. Further, the County's final offer would maintain the comparative position Barron County income maintenance workers have historically held. When it is remembered that the Union's final offer is inconsistent with the wage increases received by all other Barron County social service union workers, the County's final offer must be considered more reasonable, based on comparative rankings with other income maintenance workers in the eight counties deemed comparable by the Employer.

Based on a review of the historical ranking of the various Barron County social services positions, the County argues that income maintenance workers have and will continue to receive fair and competitive wages. This analysis shows that in the case of each of the nine positions surveyed, Barron County has historically ranked "in the middle" of the comparisons. A closer analysis



reveals that as a result of a 1982 settlement, Barron County maintains its position at five of the nine positions surveyed, improves its position at three of the positions and drops one rank in the case of the position of income maintenance assistant. Thus, according to the County, the Union cannot justify its demand for an additional 3% adjustment for income maintenance workers on the basis of the County's internal settlement pattern or the historical ranking of such workers among comparable positions. Hence there is "no basis" upon which the Union can justify its proposed deviation from the existing wage settlement pattern.

The Union cannot justify its excessive wage offer on the basis of "catch-up" because the evidence will not support that argument, according to the County. Numerous arbitrators have dealt with the issue of catch-up and have recognized that the burden of proof is on the party who alleges that catch-up is appropriate. Further, arbitrators have recognized that the party proposing a catch-up proposal must not only substantiate a need for catch-up, but must also demonstrate how much catch-up is truly justified based on comparisons and demonstrate that the proposal in question will accomplish the intended purpose. This the Union has failed to do in this case, according to the County.

The County also argues that its final offer is more reasonable when viewed in light of the public interest criterion.

According to the County, the interests and welfare of the public should be paramount during these economically troubled times. It argues that there is considerable arbitral authority supporting such an assertion and contends that the decreased earning power of taxpayers should be taken into account. The County must be responsive to the economic difficulties facing the taxpaying public in Barron County and its wage offer of 8.5% is not only consistent with the increases granted to other employees, but is generous in comparison to the 3.4% rate of inflation reflected in its exhibits of May 1983. The County has, unlike many other private and public sector employers, not requested that its employees sacrifice wages and benefits and has offered a reasonable increase under the circumstances.

The County objects to several exhibits submitted by the Union on the basis that they are fundamentally unsound and not relevant to the instant proceeding. First of all, with regard to the state-wide comparisons contained in certain Union exhibits, the County contends that it is improper to compare salaries for Barron County income maintenance workers to similar positions throughout the State of Wisconsin. It is a well accepted principle of arbitration that salaries of employees involved in an arbitration proceeding should be compared to employees in neighboring, geographically proximate communities. A comparison of salaries of employees in geographically proximate communities provides the most meaningful analysis, according to the County.

Secondly, the County argues that the Union's exhibits with

respect to work load and annual applications for assistance are misleading and irrelevant. Work load is not in issue in the instant proceeding and therefore the Union's exhibits are irrelevant, according to the County. However, assuming arguendo that the issue of work load is germane, the Union failed to introduce any evidence which indicates that Barron County income maintenance workers are treated any differently with respect to work load. On the other hand, County exhibits indicate that County social service employees receive very competitive wages when compared to similar employees in comparable counties.

In summary and conclusion, the County makes the following arguments in support of its position that its final offer is the more reasonable offer and should be accepted by the arbitrator:

- "1. The County's final offer is clearly more consistent with the pattern of voluntary settlements among municipal employees in Barron County.
- "2. The County's final offer is more reasonable when considered in light of the total economic package enjoyed by its Social Service employees.
- "3. The appropriate comparables, as selected by the County, include the eight counties contiguous to Barron County. The County's selection of comparables has been based upon and supported by criteria which have been recognized by interest arbitrators in Wisconsin and, thus, are the most appropriate selection of comparables for use in these proceedings.
- "4. The County's final offer maintains the already competitive posture of the Barron County Income Maintenance Workers.
- "5. The County's final offer is, without question, more reflective of the current national and local state of the economy than is the Union's final offer. As such, the County's final offer serves the public interest while, at the same time providing a fair and equitable wage increase to the Income Maintenance Workers in the County.

"6. The Union's exhibits violate well established principles of arbitration with respect to comparability."

#### DISCUSSION

At the outset of this discussion, before evaluating the parties' other arguments, it is appropriate to comment on the question of which counties are deemed comparable for purposes of comparing the wage rates paid to income maintenance workers. A review of the three arbitration awards relied upon by the County to establish the consistency of its position in this regard and the acceptance of its positions in those cases, discloses that the dispute over which of the contiguous counties should be used for comparison purposes is of relatively recent origin. Thus, in the 1980 case involving nursing personnel which was decided by Arbitrator Kerkman on March 31, 1980 (Decision No. 17479-A) there appeared to be no dispute over the question of comparables, which included all eight contiguous counties. Similarly, in the 1982 decision involving Highway Department employees which was decided by Arbitrator Imes on February 10, 1982 (Decision No. 18597-A), both parties to that dispute (NUE was not a party to that proceeding) were in agreement that the appropriate external comparisons consisted of the eight contiguous counties. However, in an earlier decision, also issued by Arbitrator Imes on July 10, 1981 (Decision No. 18437-A), to which NUE was a party, the parties were unable to agree as to the appropriate comparables. As NUE points out in its brief, the arbitrator in that case accepted the Union's position that the

four larger counties should be considered as the primary comparables and the four smaller counties should be considered as the secondary comparables. Her decision in that regard was consistent with the position of NUE and exactly contrary to the position of Barron County.

The undersigned is of the opinion that all eight contiguous counties are comparable. Because Barron County is closer in terms of population to the four larger counties and for certain other similar reasons asserted by the Union in its brief, the undersigned believes that the larger counties are to some extent more persuasive than the smaller counties in terms of comparisons. However, no group of comparables provides an exact basis for comparison. The eight comparables utilized by the parties in the past provide a useful group for comparison purposes, so long as it is kept in mind that there are differences in size and other factors which may justify differences in the relative relationship between Barron County and the other eight contiguous counties in question.

Both parties presented evidence and arguments with regard to the cost of living criterion. However, the undersigned believes that some of the evidence and argument submitted by the County is largely irrelevant to this proceeding which deals with the appropriate wage increase to be granted in 1982. The relevant cost of living figures for purposes of determining the appropriateness of the wage increase to be granted, is the one year period immediately preceding January 1982. The United States Department of Labor

Consumer Price Index for urban wage earners and clerical workers increased 8.7% during the period from December 1980 through December 1981. Thus, it would appear that the general increase of 8.5% which was granted by the County was not necessarily out of line with the cost of living but that the additional 3% increase sought by the Union for the income maintenance workers must be justified based on other criteria, if at all.

The current economic situation which is relied upon by the County in its brief is likewise deemed to be largely irrelevant to the dispute herein. The 8.5% increase which was granted in 1982 was granted under economic conditions which differ from those which currently exist and the Union's argument with regard to the additional 3% increase is based on a "catch up" argument, which is limited to a small group of employees.

Thus, in the view of the undersigned, an overview of the parties' arguments discloses that the controlling considerations in this case relate to the County's arguments with regard to the need for internal consistency and both parties' arguments with regard to comparisons.

The undersigned must agree with the County that arguments stemming from internal consistency can be very strong, especially where it can be demonstrated that all or nearly all employees in the County have previously accepted terms of settlement which are consistent with the Employer's position. However, that principle should not be utilized to preclude the possibility that, in a given bargaining unit, a wage adjustment is appropriate for a given group

of employees. Adjustments of that type are not the equivalent of making a change in "working conditions" as argued by the County, and are not necessarily an example of "pattern breaking" demands. However, there is no doubt that the County's position should be sustained if the Union's arguments relating to external equity and the need for "catch up" are found to be weak or without merit.

The County's principal argument as to why the Union has failed to establish any need for the additional wage adjustment sought relies exclusively on the fact that there is no change in the relative ranking of the income maintenance worker classification among the nine counties utilized for comparison purposes. This fact is conceded by NUE. However, NUE correctly points out that a closer analysis of the relative relationship between the wage rates within that ranking demonstrates that there is a significant and growing difference between the wage rates paid to income maintenance workers in Barron County and those five counties which pay higher wages for said position. It is also deemed significant that Barron County, which is the third largest county and in many respects more comparable to the four largest counties, pays its income maintenance workers less than all four of the largest counties as well as one of the smaller counties (Sawyer).

Data introduced at the hearing by the Employer establishes that the 8.5% increase which it granted to its employees was not, except possibly in the case of Rusk County which granted a 12% increase, substantially different from the increases granted by other counties deemed comparable. However, when the actual dollar

or percentage increases granted to income maintenance workers is analyzed the same does not necessarily hold true. Under the County's offer the income maintenance workers were granted an \$80.00 increase. However, the average increase granted income maintenance workers in the other eight counties was \$110.00. Income maintenance workers in Chippewa County were granted a \$164.00 increase which amounted to 17%. Income maintenance workers in Dunn County received \$135.00 per month or 11.2%. Income maintenance workers in Washburn County received an increase of \$123.00 or 14.5%. Increases granted in Sawyer County amounted to \$111.00 or 11.3%. There is no explanation in the record for the wide discrepancy between some of the wage increases attributed to certain counties and the actual increases received by income maintenance workers in those counties. Nevertheless, an analysis of this data demonstrates the origin of the growing discrepancy between the wage rate paid income maintenance workers in Barron County and the other counties in question.

The undersigned has also analyzed the data with regard to the hourly wage rates received by income maintenance workers in Barron County. This data is in some respects more reliable than the monthly figures, because of the 35 hour work week which exists in Barron County. However, as the Union's arguments described above establish, there remains a substantial discrepancy between the average hourly rate earned by income maintenance workers in the other counties and the actual hourly rate earned by income maintenance workers in Barron County and that difference



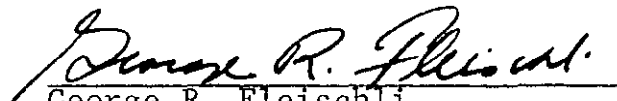
appears to be growing rather than lessening on a cents per hour basis.

For the above and foregoing reasons the undersigned concludes that, on balance, the Union has established a substantial basis of support for its proposal to grant an additional 3% increase to the income maintenance workers, over and above the general rate of increase granted to other county employees, including the employees in this bargaining unit. For this reason the undersigned renders the following

AWARD

The Union's final offer which would grant an additional 3% increase retroactive to February 15, 1982 for the income maintenance workers covered by the agreement shall be implemented as part of the 1982 Collective Bargaining Agreement between the parties to this proceeding.

Dated at Madison, Wisconsin this 16th day of September, 1983.

  
George R. Fleischli  
Mediator/Arbitrator