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STATE OF WISCONSIN  
BEFORE THE MEDIATOR/ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the :  
Mediation/Arbitration Between : Case 95  
: No. 36375 Med/Arb-3795  
FOND DU LAC COUNTY : Decision No. 23622-A  
(DEPARTMENT OF SOCIAL SERVICES) :  
and : Sharon K. Imes  
: Mediator/Arbitrator  
FOND DU LAC COUNTY PROFESSIONAL :  
SOCIAL WORK ASSOCIATION :  
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APPEARANCES:

Richard Celichowski, Director of Administration, Fond du Lac County,  
appearing on behalf of Fond du Lac County (Department of Social Services).

Robert Krebsbach, Fond du Lac County Professional Social Work Association,  
appearing on behalf of the Association.

ARBITRATION HEARING BACKGROUND AND JURISDICTION:

On June 5, 1986, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as mediator/arbitrator under Section 111.70(4)(cm)6 of the Municipal Employment Relations Act in the matter of impasse identified above. Pursuant to statutory requirement, the arbitrator met with the parties for mediation and/or arbitration on July 29, 1986. At that time, Fond du Lac County, hereinafter referred to as the Employer or the County, and the Fond du Lac County Professional Social Work Association, hereinafter referred to as the Association, waived mediation and proceeded immediately to arbitration. During the hearing, the parties were given full opportunity to present relevant evidence and make oral argument. Subsequently, briefs were filed with and exchanged by the arbitrator, the last of which was mailed August 29, 1986.

THE FINAL OFFERS:

The remaining issue at impasse between the parties concerns Social Worker pay scales. The final offers of the parties are attached as Appendix "A" and "B".

STATUTORY CRITERIA:

Since no voluntary impasse procedure regarding the above-identified impasse was agreed upon between the parties, the undersigned, under the Municipal Employment Relations Act, is required to choose the entire final offer on the unresolved issues of one of the parties after giving consideration to the criteria identified in Section 111.70(4)(cm)7, Wis. Stats.

POSITIONS OF THE PARTIES:

Citing the statutory criteria to be considered by arbitrators, the County takes the position the criteria intends that in arbitration, absent unusual circumstances, municipal employees performing similar services should receive similar compensation. It continues that since this philosophy has been used to award "catch-up" increases in pay when employees have been paid substantially less than their counterparts, the principle should also be used to justify a smaller than average increase in pay when the employees are being paid more than their counterparts. Applying this concept, then, the County argues that since the rate of pay for its "social workers" is substantially more than that of those in comparable counties, the result of the pay system developed by the County when the state merit pay system for social workers changed, the rate should be adjusted to bring it more in line with the rates in comparable counties.

Comparing itself to Dodge, Manitowoc, Outagamie, Sheboygan, Washington and Winnebago Counties, counties declared comparable in a previous arbitration, and rejecting Calumet County as a comparable, the Employer declares a review of the minimum and maximum rates paid social workers demonstrates social workers in this County currently exceed the minimum rate average by 64 cents; the maximum rate average by 75 cents and would continue to exceed these averages under its offer. The County admits there may be unusual circumstances which would justify paying a class of employees a higher rate of pay than a similar class of employees performing similar services but argues the Association failed to present such justification. The County continues that since there was "no testimony at the hearing and no exhibits presented which would indicate the duties of its social workers...are significantly different from the duties of social workers in other comparable counties," and since it is not any more affluent than the comparable counties, it should not be required to maintain a higher rate of pay for its employees.

As support for its argument that it is not any more affluent than the comparable counties and, in fact, is less able to maintain higher than average rates of pay for its employees, the County cites its per capita equalized value, anticipated revenue problems, and cut backs in pay at two private enterprises within the County. It also declares it is less financially able to support wage increases than are the counties with whom it is comparable because it is more rural than the surrounding counties and the rural land values are decreasing. Further, it states the financial condition of its residents is deteriorating as is demonstrated by the increase in delinquent taxes. Continuing, the County states that without causing a negative impact upon its employees since it makes step adjustments and red-circles certain employees, its offer recognizes the fact that it is less able to pay high rates of pay and yet maintains its previous rank among the comparables.

The County argues it is "difficult and meaningless" to compare wages within the community since there are few comparable positions but continues that it does have other social workers not included in this unit with whom comparisons should be made. Comparing the starting rate and the compensation the non-unit social worker would receive over a period of eight years with the compensation a social worker in the unit would receive under its offer over the same period of years, the County concludes it is demonstrated that social workers within the unit will continue to do well under its offer.

Recognizing its offer to other employees within the County has constituted a 3% or better increase in wages, the County justifies the position it took with the other employees arguing it feared "large arbitrator imposed" increases because its employees lag behind the average established among the comparables for similar employees. The County states it settled with its highway union for an approximate 3.2% increase in wages with an ultimate 4.4% lift in the wage rate, and maintains this package still results in these employees lagging behind the average established by the comparables. It continues it offered a split increase in wages which resulted in a 3% increase in 1986 and a 3% plus increase in 1987 to the Social Services Employees Association, the unit from which the social workers recently withdrew for the same reason. In support of the increase it provided the Social Work Supervisors, an increase greater than 3%, the County declares the increase was necessary as a "catch-up" increase since even with the increase the supervisors will still be paid less than the average established by supervisors in comparable counties.

In summary, the County maintains its offer should be implemented since it establishes a pay range for social workers which is more in line with the pay ranges for comparable employees in comparable counties; it does not have a negative impact upon any current social workers since they would receive the same percentage increase in 1986 that other employees in the bargaining unit would receive; and since it is consistent with the philosophy established by the arbitration law.

The Association, addressing each specific criterion identified in 111.70 Wis. Stats., concludes its offer is more reasonable. More specifically, however, it argues its offer is more reasonable, although both offers provide a 3% increase in wages, since the "County, through...manipulation of anniversary dates and red-circle adjustments, is assuring a 3% increase...for 1986," but is proposing an increase at the minimum rate which is less than the average of 3% and has the long term effect of decreasing the margin by which the minimum wage rate currently exceeds the average minimum wage rate established by the

comparables. It continues the same holds true when the maximum hourly wage rates are considered. Positing that the County's offer is "regressive and impacts existing social workers in subsequent years and new hirees," the Association concludes the County's offer is too "drastic" and should be rejected.

Arguing that the comparables proposed by the County should include Calumet County since Calumet is demographically similar and does not differ to any greater extreme than does Winnebago or Outagamie County, the Association rejects the County's argument considering the use of comparables established by a previous arbitration award, stating the award "is not binding precedent and...is outdated." Using its proposed set of comparables then, the Association concludes its offer is more reasonable when the rates for social workers are compared since its offer does nothing more than maintain its previous relationship among the comparables.

Also comparing the offers to the wages paid within the County, the Association argues its offer is reasonable since it only seeks a 3% increase in wages for all employees in the bargaining unit. It continues that a 3% increase is not an unreasonable increase since the County agreed to a 3% wage increase for its non-union personnel and a greater than 3% wage increase for the social workers supervisors and highway workers.

#### DISCUSSION:

Both parties address a number of specific criterion in support of their respective positions. The primary questions, however, evolve around whether or not the County is less able to provide an increase in pay similar to that which the other counties considered comparable have provided and whether or not the County is justified in adjusting the rate of pay for social workers at the minimum rate in order to bring the rate more in line with the average minimum rate established among the comparables.

The County challenges the use of Calumet County as a comparable citing a previous arbitration decision in support of its position. While it is true that arbitrators attempt to maintain consistency in the selection of comparables, since consistency in the process will help the parties as they enter into the negotiation process, without specific reason for the exclusion of Calumet County in the previous arbitration, there is no way to determine whether or not it is reasonable to exclude Calumet. It is clear the demographics, criteria normally used in the selection of comparables, favor the inclusion of Calumet. It is geographically near, has a similar equalized value and has a population which varies from Fond du Lac County no more than other counties considered comparable by both parties. Despite the demographics, however, this County, along with Washington County, were not included in the comparables since there was not sufficient data available to make appropriate comparisons.

Although the County has argued it is less affluent than other comparable counties and therefore should not be required to maintain a higher rate of pay for social workers than that which is maintained in other counties, the economic data submitted was not sufficient to make that determination. While the County cited per capita equalized value, anticipated revenue problems, cut-backs in pay at two local enterprises, an increase in tax delinquent dollars and decreasing rural land values as support for its argument, none of the data submitted, except for per capita equalized value, demonstrated the County was in any different financial condition than those counties which it considers comparable. Further, no evidence was submitted which showed the residents of this County assume a tax burden similar to or greater than that assumed by residents in any of the comparable counties even though the County may have a lesser per capita equalized value than the majority of the counties considered comparable. Without this information it cannot be concluded the County's financial condition is reason for change in a salary structure which has been arrived at through voluntary agreements.

Much of the County's argument for its position centers around a philosophical concept that if arbitrators award "catch-up" on the basis that employees are entitled to wage increases which more nearly approximate an average established among the comparables, then arbitrators should award "catch-down" on the same theory. In this arbitrator's view, the County's assumption is incorrect. "Catch-up" is not awarded on the basis that similar employees are entitled to wage increases which more nearly approximate an

average established among the comparables. When "catch-up" is awarded, it is not assumed that all employees considered comparable will be paid the same or the average, it only assumes that all employees within a comparable area will be paid within the range of rates established by the comparables since those rates are the end result of successful collective bargaining among the comparables.

Rather than addressing the question of "catch-up" or "catch-down", a comparison of the offers with the average established by the comparables is for the purpose of determining the reasonableness of the offers. Such a comparison determines whether or not historical relationships among the comparables are maintained and whether or not the wage offers are similar to the pattern established by those who have successfully completed bargaining.

If the concept of "catch-down" as proposed by the County is to apply, it must occur because either it more closely maintains the historical relationship or more closely approximates the pattern of settlement established by the comparables or because there is some other compelling reason. As is stated in Elkouri and Elkouri, How Arbitration Works, Fourth Edition, 1985, at page 816, "Arbitrators are...reluctant to eliminate historical differentials or those which initially were established by collective bargaining. This reflects a hesitancy to disturb a stabilized situation except on compelling grounds."

In this dispute, the issue is not the percentage in real income each employee will receive but whether or not the existing wage rates may be modified. Under both offers, all employees within the unit will receive a 3% increase in wages. The difference between the offers lies in the fact that the County is seeking to reduce the rate of pay which exists within the salary schedule, in effect, a "catch-down." Except for its argument regarding its financial condition, the County presented no other compelling reason for change in the wage rates. Further the County did not demonstrate there were any other factors which should be considered as a quid pro quo for the change it is proposing. Since it has already been determined the County's argument regarding its financial condition was not persuasive and no other arguments were advanced as compelling reason for a change in the wage rates, the merits of this dispute must be settled based upon the relationship of the final offers to historical differences and to the pattern of settlement established by the comparables. Consequently, the validity of "catch-down" will be determined by whether or not the County's offer more closely approximates the historical relationship and/or the pattern of settlements.

When the rates proposed by the parties are compared with the rates paid by the comparable counties for the social worker position, it is clear Fond du Lac County, at least in 1985, paid the highest rate among the comparables. Under the final offers, the same position will be maintained at the minimum rate and the rank would drop one step under both offers at the maximum rate. A comparison of the rates established in the final offers, however, shows the County's offer provides not only a cent per hour increase at the minimum and maximum rates which is less than that provided by the comparables but it also represents a lesser percentage increase in the rates. The Association's offer, in all instances, more closely approximates the increases granted on the rates by the comparable counties.

COMPARISON OF THE SOCIAL WORKER RATE CENT PER HOUR AND PERCENT INCREASES\*

<u>County</u>	<u>Minimum Rates</u>		<u>Maximum Rates</u>	
	<u>Cent Per Hour Increase</u>	<u>Percent Increase</u>	<u>Cent Per Hour Increase</u>	<u>Percent Increase</u>
Dodge	.28	3.9%	.28	3.1%
Manitowoc	.28	3.2%	.33	3.2%
Outagamie	.25	3.0%	.32	3.0%
Sheboygan	.32	4.0%	.37	4.0%
Washington	-	-	-	-
Winnebago	.00	0.0%	.28	2.7%
Fond du Lac				
County	.16	1.8%	.07	0.7%
Association	.26	3.0%	.32	3.0%

When the offers are compared to the average, as is noted below, the Association's offer approximates the same relationship which was maintained in 1985 while the County's offer moves the rates more significantly toward the average. Since, as stated earlier, the goal in arbitration is not to move employees toward the average but to assure the offers approximate the type of settlement accomplished by others who are comparable and to maintain a similar historical relationship among the parties considered comparable, absent any other compelling reason for change, it is determined the Association's offer more closely approximates this goal.

COMPARISON TO THE AVERAGE AT THE SOCIAL WORKER RATE\*

	<u>Minimum Rate</u>	<u>Maximum Rate</u>
1985 Average	8.12	10.01
Fond du Lac	8.77	10.74
Cent/Hour Difference	.65	.73
Percent Difference	8.0	7.3
1986 Average	8.35	10.33
County Offer	8.93	10.81
Cent/Hour Difference	.58	.48
Percent Difference	6.9	4.7
Association Offer	9.03	11.06
Cent/Hour Difference	.68	.73
Percent Difference	8.1	7.1

\*Washington County is excluded from the comparison since 1986 data is not available.

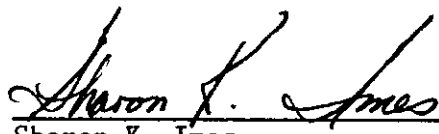
In conclusion, although the County's offer does not significantly change the historical relationship which has previously existed among the comparables, the offer does deviate more substantially from the pattern of settlements established among the comparables without compelling reason for such a change. The Association's offer, on the other hand, also does not significantly change the historical relationship among the comparables and it more closely approximates the pattern of settlements which has occurred. Further, at a wage increase of 3% across the board, the Association's offer is no different than the settlements the County reached with its other bargaining unit, the highway workers, its non-union personnel and with the social work supervisors.

The following award is based upon review of the evidence and arguments presented and upon the relevancy of the data to the statutory criteria as stated in the above discussion.

AWARD

The final offer of the Association, attached as Appendix "B", together with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor agreement which remained unchanged during the course of bargaining, shall be incorporated into the 1986 collective bargaining agreement as required by statute.

Dated this 31st day of October, 1986 at La Crosse, Wisconsin.

  
Sharon K. Imes  
Mediator/Arbitrator

SKI:ms

## 1986 FOND DU LAC COUNTY PROFESSIONAL SOCIAL WORK ASSOCIATION AGREEMENT

4-29-86

1. Senior Social Workers (S.S.W.): 3% across the board effective 1-1-86
2. Social Workers (S.W.): Revise pay range as shown below: Adjust dates for scheduled step increases to yield a net 3% increase in gross wages for each social worker in 1986. Red circle three social workers at \$11.06 per hour for all or a portion of 1986 and red circle one social worker who terminated employment at \$10.55 per hour.

(Effective January 1, 1986)

<u>Classification</u>	<u>Starting Rate</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
Interval Between Steps*		<u>1 yr.</u>	<u>1 yr.</u>	<u>1 yr.</u>	<u>2 yr.</u>
Social Worker (S.W.)	8.93	9.40	9.87	10.34	10.81
Senior Social Worker (S.S.W.)	11.07	11.33	11.60	11.87	12.23

\*The interval shown between steps is for regular full time employees. The equivalent interval between steps for regular part time employees is 1950 hours for the 1 year interval and 3900 hours for the 2 year interval.

3. Article XXV. Termination Clause

One year agreement

4. All items previously agreed to and attached hereto.

Respectfully submitted,

FOND DU LAC COUNTY

*Richard J. Celichowski*  
Richard J. Celichowski

<u>Senior Social Worker</u>	<u>1985 Agreement</u>	<u>Fond du Lac County Final Offer Re: 1986 Agreement</u>
<u>Full Time</u>		
Jeanne Ihlenfeldt	11.87	12.23
James Stafford	11.87	12.23
Ellen DeMarco	11.87	12.23
Robert Krebsbach	11.87	12.23
Linda Holschbach	11.87	12.23
Cheryl Welch	11.87	12.23
Vonni Dunn	11.52	11.87
(6-12-86)	11.87	(6-12-86) 12.23
Linda Krebsbach	11.52	11.87
(1-26-87)	11.87	(1-26-87) 12.23
Daniel Washburn	11.00	11.33
(11-1-86)	11.26	(11-1-86) 11.60
(11-1-87)	11.52	(11-1-86) 11.87
(11-1-89)	11.87	(11-1-89) 12.23
David Oslstad	10.75	11.07
(4-7-86)	11.00	(4-7-86) 11.33
(4-7-87)	11.26	(4-7-87) 11.60
(4-7-88)	11.52	(4-7-88) 11.87
(4-7-90)	11.87	(4-7-90) 12.23
Karl Dresen	10.75	11.07
(9-1-86)	11.00	(9-1-86) 11.33
(9-1-87)	11.26	(9-1-87) 11.60
(9-1-88)	11.52	(9-1-80) 11.87
(9-1-90)	11.87	(9-1-90) 12.23
Sandra Tryon	10.75	11.07
(10-1-86)	11.00	(10-1-86) 11.33
(10-1-87)	11.26	(10-1-87) 11.60
(10-1-88)	11.52	(10-1-88) 11.87
(10-1-90)	11.87	(10-1-90) 12.23
Catherine Pipping (S.W.)	10.74	11.06
(S.S.W.) (2-3-86)	10.75	11.07
(2-3-87)	11.00	(2-3-87) 11.33
(2-3-88)	11.26	(2-3-88) 11.60
(2-3-89)	11.52	(2-3-89) 11.87
(2-3-91)	11.87	(2-3-91) 12.23

FOND DU LAC COUNTY PROFESSIONAL SOCIAL WORK ASSOCIATION

<u>Senior Social Worker</u>	<u>1985 Agreement</u>	<u>Fond du Lac County Final Offer Re: 1986 Agreement</u>
<u>Part Time</u> (Step increased based on accumulated hours)		
L. Lamers	11.87	12.23
J. Stafford	11.26	11.60
1239 hours as of 1-1-86	11.52	11.87
	11.87	12.23
K. Buckarma	11.52	11.87
1198 hours as of 1-1-86	11.87	12.23



## FOND DU LAC COUNTY PROFESSIONAL SOCIAL WORK ASSOCIATION

Fond du Lac County  
Final Offer Re:  
1986 Agreement

<u>Social Worker</u>		<u>1985 Agreement</u>		
Catherine Pipping(Reclassified to SSW effective 2-3-86)		10.74		11.06
Susan Gopalan		10.74		11.06
Joanne Schneider		10.74		11.06
Debra Turnell		10.24		10.55
Sheryl McCauley		10.24		10.34
	(9-28-86)	10.74	(4-20-86)	10.81
Ruth Stoegbauer		10.24		10.34
	(2-8-87)	10.74	(7-27-86)	10.81
Cindy Champeau		9.25		9.40
	(5-21-86)	9.75	(1-12-86)	9.87
	(5-21-87)	10.24	(1-12-87)	10.34
	(5-21-89)	10.74	(1-12-89)	10.81
Alexander Semenas		9.25		9.40
	(1-1-87)	9.75	(9-21-86)	9.87
	(1-1-88)	10.24	(9-21-87)	10.34
	(1-1-90)	10.74	(9-21-89)	10.81
Christine Feireisen		9.25		9.40
		9.75	(9-21-86)	9.87
		10.24	(9-21-87)	10.34
		10.74	(9-21-89)	10.81
LuAnn Urban		8.77		
	(1-3-86)	9.25		9.40
	(1-3-87)	9.75	(9-21-86)	9.87
	(1-3-88)	10.24	(9-21-87)	10.34
	(1-3-90)	10.74	(9-21-89)	10.81
Amy Lacasse		8.77		
	(3-4-86)	9.25		9.40
	(3-4-87)	9.75	(11-30-86)	9.87
	(3-4-88)	10.24	(11-30-87)	10.34
	(3-4-90)	10.74	(11-30-89)	10.81
Roger Frikart		8.77		
	(3-22-86)	9.25		9.40
	(3-22-87)	9.75	(12-14-86)	9.87
	(3-22-88)	10.24	(12-14-87)	10.34
	(3-22-90)	10.74	(12-14-89)	10.81
Mary Marchionda		8.77		8.93
	(9-26-86)	9.25	(6-29-86)	9.40
	(9-26-87)	9.75	(6-29-87)	9.87
	(9-26-88)	10.24	(6-29-88)	10.34
	(9-26-90)	10.74	(6-29-90)	10.81

FOND DU LAC COUNTY PROFESSIONAL SOCIAL WORK ASSOCIATION continued

<u>Social Worker</u>	<u>1985 Agreement</u>	<u>Fond du Lac County Final Offer Re: 1986 Agreement</u>
Karen Laudoff	8.77	8.93
(2-3-87)	9.25	(10-19-86) 9.40
(2-3-88)	9.75	(10-19-87) 9.87
(2-3-89)	10.24	(10-19-88) 10.34
(2-3-91)	10.74	(10-19-90) 10.81
Sandra Luteyn	8.77	8.93
(2-10-87)	9.25	(10-19-86) 9.40
(2-10-87)	9.75	(10-19-87) 9.87
(2-10-89)	10.24	(10-19-88) 10.34
(2-10-91)	10.74	(10-19-90) 10.81
<u>Part Time</u> (Step increased based on accumulated hours)		
Patricia Nonestied	9.25	9.40
1562 hours as of 1-1-86	9.75	(after 50 hrs.) 9.87
	10.24	10.34
	10.74	10.81
Barbara Beauto	8.77	8.93
255 hours as of 1-1-86	9.25	(after 815 hrs.) 9.40
	9.75	9.87
	10.24	10.34
	10.74	10.81

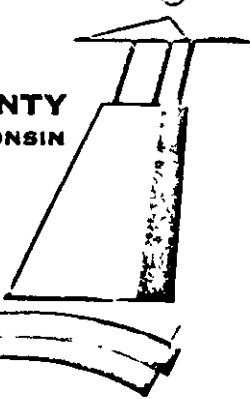
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MAY 02 1986

DEPARTMENT OF SOCIAL SERVICES

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION  
87 Vincent Street  
Fond du Lac, Wisconsin 54935

FOND DU LAC COUNTY  
WISCONSIN



April 29, 1986  
8:30 P.M.

Mr. Robert McCormick  
Wisconsin Employment Relations Commission  
P.O. Box 7870  
Madison, WI 53707-7870

Final Offer of the Fond du Lac County Professional Social Work Association

1. 3% wage increase across the board for Social Workers and Senior Social Workers, effective 1-1-86.

A handwritten signature in cursive script, reading "Robert Krebsbach", is written over a horizontal line.

Robert Krebsbach  
President

cc: Richard Celchowski